Planning Commission Agenda

Development and Public Works Director,
Len Goodwin 541-726-3685
Current Development Manager:
Greg Mott 541-726-3774
Management Specialist:
Brenda Jones 541.726.3610

City Hall
225 Fifth Street
Springfield, Oregon 97477
541.726.3610
Online at www.springfield-or.gov

Planning Commissioners:
Greg James, Chair
Nick Nelson, Vice Chair
Johnny Kirschenmann
Steve Moe
Stacy Salladay
Tim Vohs
Denise Bean

The meeting location is wheelchair-accessible. For the hearing-impaired, an interpreter can be provided with 48 hours notice prior to the meeting. For meetings in the Council Meeting Room, a "Personal PA Receiver" for the hearing impaired is available. To arrange for these services, call 541.726.3710.
Meetings will end prior to 10:00 p.m. unless extended by a vote of the Planning Commission.

All proceedings before the Planning Commission are recorded.

WEDNESDAY March 19, 2014

6:30 p.m. Work Session
Jesse Maine Room

CONVENE AND CALL TO ORDER THE WORK SESSION OF THE SPRINGFIELD PLANNING COMMISSION

ATTENDANCE: Chair James _____, Vice Chair Nelson _____, Kirschenmann ___, Moe___, Salladay___, Vohs ____, and Bean _____.

WORK SESSION ITEM(S)

1. **CELL TOWER APPLICATION – NEW CINGULAR WIRELESS PCS, LLC – TYP314-00002 & TYP214-00001**

   Staff: Mark Metzger, Senior Planner
   30 Minutes

ADJOURN WORK SESSION OF THE SPRINGFIELD PLANNING COMMISSSION

WEDNESDAY March 19, 2014

7:00 p.m. Regular Session
Council Chambers

CONVENE AND CALL TO ORDER THE REGULAR SESSION OF THE SPRINGFIELD PLANNING COMMISSION

ROLL CALL – Chair James _____, Vice Chair Nelson _____, Kirschenmann ___, Moe___, Salladay___, Vohs ____, and Bean _____.

PLEDGE OF ALLEGIANCE

ADJUSTMENTS TO THE REGULAR SESSION AGENDA

In response to a request by a member of the Planning Commission, staff or applicant; by consensus

BUSINESS FROM THE AUDIENCE

Testimony is limited to 3 minutes; testimony may not discuss or otherwise address public hearings appearing on this Regular Session Agenda

PUBLIC HEARING(S)

QUASI-JUDICIAL PUBLIC HEARING –

1. **ESTABLISHMENT OF THE WILLAMETTE RIVER GREENWAY SETBACK LINE FOR PROPERTY IN GLENWOOD**

   Staff: Mark Metzger, Senior Planner
   45 Minutes

2. **CELL TOWER APPLICATION – NEW CINGULAR WIRELESS PCS, LLC – TYP314-00002 & TYP214-00001**

   Staff: Mark Metzger, Senior Planner
   30 Minutes

CONDUCT OF QUASI-JUDICIAL PUBLIC HEARING BEFORE THE PLANNING COMMISSION

- ☐ Staff explanation of quasi-judicial hearing process (ORS 197.763)
- ☐ Chair opens the public hearing
- ☐ Commission members declaration of potential conflicts of interest; disclosure of “ex-parte” contact
- ☐ Staff report
- ☐ Testimony from the applicant
- ☐ Testimony in support of the application
- ☐ Testimony opposed to the application
- ☐ Testimony neither in support of nor opposed to the application
- ☐ Summation by staff
- ☐ Rebuttal from the applicant

- Consideration of request for continuation of public hearing, extension of written record, or both
- Close or continue public hearing; close or extend written record (continuance or extension by motion)
- Planning Commission discussion; possible questions to staff or public
- Motion to approve, approve with conditions, or deny the application based on the information contained in the staff report, oral and written testimony, and all other evidence submitted into the record
- Final Order signed by Chair incorporating findings and reasoning to support the decision

REPORT OF COUNCIL ACTION

BUSINESS FROM THE PLANNING COMMISSION

- Upcoming Planning Commission meetings, committee assignments, appointments or other business

BUSINESS FROM THE DEVELOPMENT AND PUBLIC WORKS DIRECTOR

ADJOURN REGULAR SESSION OF THE SPRINGFIELD PLANNING COMMISSION

AGENDA ITEM SUMMARY		
	Meeting Date:	3/19/2014
	Meeting Type:	Work Session/Reg. Mtg
	Staff Contact/Dept.:	Mark Metzger/DPW
	Staff Phone No:	541-726-3775
	Estimated Time:	30 Minutes
S P R I N G F I E L D **PLANNING COMMISSION**	**Council Goals:**	Maintain and Improve Infrastructure and Facilities

ITEM TITLE:	CELL TOWER APPLICATION—NEW CINGULAR WIRELESS PCS, LLC TYP314-00002 & TYP214-00001
ACTION REQUESTED:	Conduct a public hearing and approve, approve with amendments or deny a proposal by New Cingular Wireless to construct a 120-foot faux pine monopole cell tower at 2728 Pheasant Blvd. in the Gateway area.
ISSUE STATEMENT:	The applicant has submitted Discretionary Use and Site Plan Review applications for a new cell tower facility in the Courtsports complex parking lot. The City Council was notified of the application as required by SDC Section 4.3-145 (H)(4)(a). Council took no action to elevate the proposal for their direct review. SDC Section 4.3-145 (F) provides Discretionary Use standards for approving the tower placement. Site Plan Review standards are found in SDC Section 5.17-125.
ATTACHMENTS:	1. Staff Report and Recommendation 2. New Cingular Wireless Application and Exhibits. 3. Updated Applicant's Exhibit 1—RF Justification
DISCUSSION:	The tower facility is proposed for the southwest corner of the Courtsports complex at 2728 Pheasant Blvd. The location is zoned Community Commercial. The surrounding properties are zoned for commercial and multi-family development. The tower is located about 140 feet from the nearest residential dwellings, a complex of duplex homes and The Pointe condominium development. Moderate Visibility tower facilities are permitted in the Community Commercial zone. The New Cellular engineers have provided evidence of a substantial service gap in the Gateway area (Attachment 2, .PDF page 80). They have also shown that collocation on other towers in the area would achieve their coverage objectives. The engineering report also tested the viability of constructing a 70-foot tower instead of the proposed 120-foot facility. The shorter tower would not provide the needed coverage. In work session, Commission members expressed concern about the appearance of the faux pine tree. Staff has contacted the New Cellular representative about possible alternative tree designs or other options for camouflaging the facility. Staff has scheduled time in work session on March 19th to brief the Commission on possible alternatives in advance of the hearing. Staff has prepared a staff report and recommendation (Attachment 1) based on the review criteria found in SDC Section 4.3-145 (F) and SDC Section 5.17-125. The findings presented by staff provide a substantive basis for approving the proposed tower installation as conditioned. No public comments have been received in response to the mailed notice to owners and residents within 300 feet of the proposed tower at this writing. The applicant's packet is quite extensive. The following list of key elements is offered as a guide to the application and exhibits. The page numbers are ".pdf" document page numbers. Site Plan, pg. 55; Applicant's Narrative in response to the approval standards, pg. 64; Exhibit 1—RF Justification showing service gap analysis, pg. 79; and Exhibit 8—Photo Simulations pg. 118. An updated Exhibit 1-RF Justification was recently received from the applicant (Attachment 3) which shows how collocation leaves gaps in service.

Discretionary Use and Site Plan Review - Type III

New Cingular Wireless PCS, LLC Gateway WTS Facility (Cell Tower)
Staff Report

Project Name: New Cingular Wireless PCS, LLC Gateway East Cell Tower

Project Proposal: The applicant proposes to construct a 120-foot faux pine monopole cell tower in the Courtsports parking lot at 2728 Pheasant Blvd, Springfield. The tower would be located adjacent to southwest corner of the main building. The tower facility includes a 20 foot X 30 foot enclosed and landscaped equipment shelter containing electronics, air conditioning and a backup generator. Springfield Development Code (SDC) Section 4.3-145(E) defines camouflaged tower facilities as a "Moderate Visibility" Wireless Telecommunications System (WTS) installation. Section 4.3-145 (H.)(3.) requires Moderate Visibility facilities to be processed as a Type III Discretionary Use with concurrent Site Plan Review (Planning Commission review).

Case Numbers: TYP314-00002, TYP214-00002

Project Location: The site address for the project is 2728 Pheasant Blvd, Springfield, in the Gateway neighborhood. The site is identified as 17-03-22-00 TL 2603 on the Lane County Assessor's Map.

Zoning: Community Commercial
Metro Plan Designation: Commercial
Overlay Districts: Drinking Water Protection Overlay District
Applicable Refinement Plan and Designation: Gateway Refinement Plan, Commercial
Pre-Submittal Meeting Date: 1/10/2014
Application Submitted Date: 1/30/2014
Decision Issued Date:
Recommendation:
Appeal Deadline Date:
Associated Applications: None

CITY OF SPRINGFIELD DEVELOPMENT REVIEW TEAM			
POSITION	**REVIEW OF**	**NAME**	**PHONE**
Planner III	Land Use Planning	Mark Metzger	726-3775
Transportation Planner	Transportation	Michael Liebler	736-1034
Public Works Engineering	Sanitary & Storm Sewer, Utilities & Easements	Clayton McEachern	736-1036
Deputy Fire Marshall	Fire and Life Safety	Gilbert Gordon	726-2293
Plans Examiner	Building	Chris Carpenter	744-4153

OWNER/APPLICANTS	***APPLICANT'S REPRESENTATIVE***
Brandon Olsen New Cingular Wireless PCS, LLC 19801 SW 72nd Ave. Tualatin, OR 97062 503-691-4996, bo2293@att.com	Steve Bodine Lexcom Development Corp. 9635 SW Washington St. Portland, OR 97225 503-544-9695, steve.bodine@lexcomcorp.com

I. EXECUTIVE SUMMARY AND DECISION

The applicant proposes to construct a 120 foot faux pine monopole cell tower in the Courtsports parking lot at 2728 Pheasant Blvd, Springfield. The tower would be located adjacent to southwest corner of the main building. The tower facility includes a 20 foot X 30 foot enclosed and landscaped equipment shelter containing electronics, air conditioning and a backup generator.

The proposal for a "Moderate Visibility" WTS facility (cell tower) requires two applications: a Discretionary Use Permit; and a Site Plan Review. This report contains findings for both applications.

The Discretionary Use Permit is reviewed and approved by the Planning Commission. In such instances, the Site Plan Review application is also subject to concurrent Planning Commission Review.

The proposed location is in a Community Commercial zoning district. The faux pine monopole tower is an allowed tower type within the Community Commercial zone. The applicant has submitted a complete application. They have provided evidence of a service gap that cannot be covered by collocation on other towers in the area. Other, less visible alternatives were considered, including the mounting of antenna atop the nearby Crossland Economy Studio building. These alternatives were not suitable. The tower they propose to construct will accommodate the collocation of other providers in the future.

The context of the tower makes it difficult to camouflage. The faux pine monopole is taller than the other trees and structures in the immediate area. There are stands of fir and cedar trees in the general area, but the immediate area has young, small scale trees which are expected in an urban setting that has been developed with the last 20 years.

As of this writing (one week past mailed notification to nearby residents and landowners and published notification of the proposed tower in Register Guard), no public comment has been received by phone or mail. Any comment received as of this writing will be presented at the Commission's work session and public hearing on the proposal.

Upon review of the tentative site plan submitted by the applicant, staff concludes that the proposed development can be made to conform to the approval criteria for Discretionary Use and Site Plan Review with the following conditions:

Condition # 1: The applicant shall provide evidence that all exterior light fixtures shall employ cut-off optics as required by this standard. This may be accomplished with a specification in the construction plans showing light fixtures with the required optics.

Condition #2: The applicant shall amend the planting plan to include all drought tolerant plant materials or show how other plants shall be irrigated to assure survival.

Condition #3 The applicant shall install a wellhead protection sign at the generator site to alert operators and staff of the need to contact SUB in the event of a fuel spill on the site. Wellhead

protection signs are available from SUB for $15.00 and may be obtained by contacting Amy Chinitz at SUB, 541-744-3745.

Condition #4 Construction plans for the structure shall include the following notes:

"WELLHEAD PROTECTION NOTES:

Any chemical spills or leaks must be cleaned up immediately and clean-up materials disposed off-site and in accordance with Lane County and DEQ requirements. In every case, care shall be taken to prevent groundwater contamination.

Chemical handling, storage, and use: Contractors/developers shall be responsible for the safe handling and storage of chemicals, petroleum products, and fertilizers and the prevention of groundwater and storm water runoff contamination. Chemicals used during construction, including paint and cleaning materials/wastes, must not enter the soil or be washed into the storm water system. All chemicals should be stored in adequate secondary containment.

Equipment maintenance and fueling: Precautions must be taken to prevent fluid-containing equipment located outside from leaking, including providing a dedicated area for fueling and maintenance of equipment. This area should be prepared and maintained in a way that prevents spills or leaks from migrating to the soil or storm water drainage system.

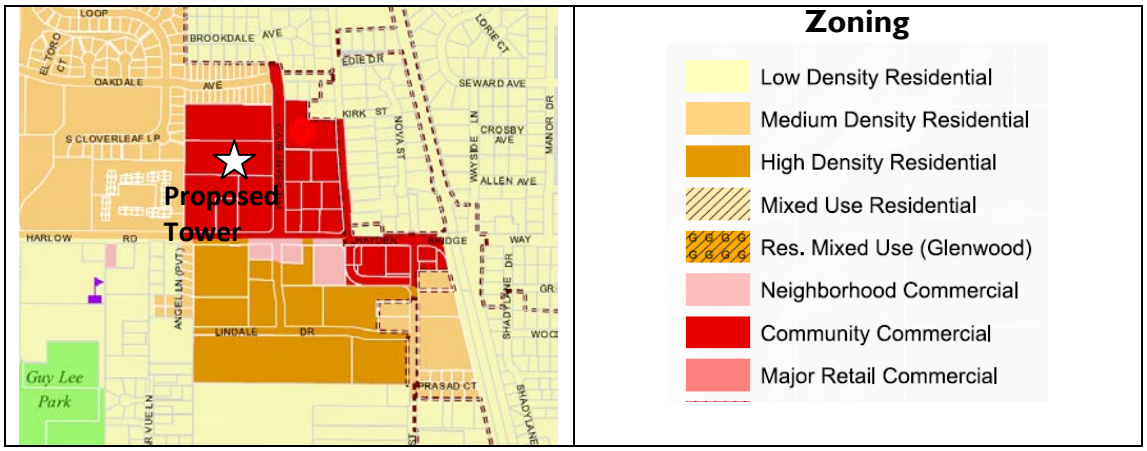
No fill materials containing hazardous materials shall be used on this site."

II. BACKGROUND AND SURROUNDING LAND USES

New Cingular Wireless is requesting this new site development to close a significant gap in service coverage for AT&T Wireless customers in the Gateway area that it asserts cannot be met by collocating on existing tower facilities. The applicant has selected the Courtsports facility on Pheasant Blvd., a site zoned Community Commercial Zone. The property abuts a Medium Density Residential district to the west. "The Pointe" condominium facility and a series of duplex homes are located about 140 feet from the proposed tower site. To the north there is a large mini-warehouse facility. To the south is a Les Schwaub Tire Center and Crosslands Economy Studios. To the east, Pheasant Blvd. separates the Courtsports facility from Fire Station #5 and a Low Density Residential zone with single family homes. The tower is about 450 feet from the nearest single family home.

New Cingular proposes to construct a 120-foot faux pine monopole tower near the southwest corner of the Courtsports building, in an area that is now used for parking. The faux pine camouflage is intended to reduce the visual impact of the tower on surrounding residential areas.

During the site acquisition process, New Cingular representatives researched alternatives to the tower that are less visible, including prospective rooftop design options. NEW CINGULAR contends that given the 120' minimum height requirement needed to achieve coverage objectives in the area, no low visibility design options were available.



The Springfield Development Code requires applicants to research possible co-location opportunities on existing WTS facilities in the general area. New Cingular provided evidence that they investigated collocation opportunities and could not find a site that would meet their coverage objectives. New Cingular found that locating on existing towers in the vicinity would provide duplicative coverage and would not close the service gap. Applicant's Exhibit #1-RF Justification Report provides a summary of the New Cingular collocation findings.

Springfield is interested in promoting new, low visibility technology to provide service. New Cingular contends that use of micro cells, whip antennas, and other low visibility technology options were considered but that their RF engineering confirmed that these design options could not be utilized in order to achieve intended coverage objectives. (See attached Exhibit #1-RF Justification Report)

To further minimize visual impact, New Cingular Wireless New Cingular will adhere to the moderate visibility design option identified in the City of Springfield, OR code as this design

option will provide the least intrusive means to close the existing coverage gap in the area. A mono-pine tower application will be incorporated. The site will be located at the SW corner of the athletic club building and SW side of the parcel in order to minimize visual impact.

In addition to the tower, associated ground cabinets and ancillary equipment will be placed in a textured concrete shelter, located near the base of the tower. An emergency generator and HVAC system will be housed within the textured concrete shelter in addition to the ground cabinets. Fencing and proposed landscaping requirements will provide additional screening to reduce the overall visual impact of the facility.

As required by the Springfield Development Code, the proposed tower will be designed to accommodate future co-location opportunities by other carriers servicing customers in this service area.

The project is part of New Cingular Wireless effort to upgrade its facilities in the City of Springfield and surrounding area. It is meant to provide improved voice and data services and better coverage to the Gateway area.

II. PROCEDURAL REQUIREMENTS FOR SITE PLAN REVIEW SDC 5.17-130

This application is reviewed under Type III (Quasi-Judicial) procedures listed in Springfield Development Code (SDC) Section 5.1-135. Type III procedures require Planning Commission review and public hearing. SDC Section 5.1-135 (B) requires, "newspaper notice and mailed notice to the property owners and occupants within 300 feet of the property being reviewed and to the appropriate neighborhood association as specified in Section 5.2-115. In addition, the applicant shall post 1 sign, approved by the Director, on the subject property." The applicant and parties submitting written comments during the notice period have appeal rights and are mailed a copy of this decision for consideration (see "Appeals" at the end of this decision).

In addition to mailed public notice, evaluation of the proposal by the Development Review Committee is required under SDC Section 5.1-135 (C). The Development Review Committee is composed of staff from various city departments and staff from various other agencies which provide urban services with Springfield's planning jurisdiction.

Staff Findings

Finding #1. Mailed notice of the proposed site plan modification was sent to residents and property owners within 300 feet of the subject site on February 28, 2014, as verified by affidavit.

Finding #2. Notice was sent to participants in the Development Review Committee and a meeting was held on February 18, 2014, to review issues of compliance of the proposal with applicable development policies and standards. Comments from Development Review Committee participants are included in the findings and conditions of approval that are contained in the remainder of this report.

Conclusion: Procedural requirements for processing a Type II Site Plan Review have been followed.

III. DISCRETIONARY USE APPROVAL CRITERIA FOR WTS FACILITIES

The approval criteria for WTS Moderate and High Visibility facilities are found in SDC Section 4.3-145 F.-General Standards. The proposed "faux pine" monopole tower is classified as a "Moderate Visibility" facility as defined in SDC Section 4.3-145 E. The applicable standards are addressed below.

SDC 4.3-145 F. General Standards:

1. Design for Co-Location. All new towers shall be designed to structurally accommodate the maximum number of additional users technically practicable.

Applicant's Statement*: New Cingular Wireless will design the proposed WTS to accommodate a minimum of two additional wireless carriers. This will be confirmed via a Structural Analysis report demonstrating the tower will accommodate additional carriers. This report will be supplied as part of the pending building permit review and approval process with the jurisdiction. Therefore, this condition is met.*

Staff Finding

Finding #1. The applicant intends to design the proposed tower to accommodate up to two additional users and demonstrate compliance with this standard at the time that construction drawings are submitted for building permits. Sheet A-2, Note 12 shows locations on the proposed tower where additional carriers may locate.

Conclusion: This standard has been met.

2. Demonstrated Need for New WTS Facilities. Applications shall demonstrate that the proposed WTS facility is necessary to close a significant gap in service coverage or capacity for the carrier and is the least intrusive means to close the significant gap.

Applicant's Statement*: The attached* AT&T RF *Justification report, coverage propagation maps, and RF engineering feedback demonstrate that the proposed WTS Facility is necessary to close a significant gap in service. Please see Exhibit #1-RF Justification Report. Therefore this criterion is met.*

Staff Findings

Finding #2. Applicant's Exhibit 2A and 1D below shows the existing gaps in 4G and 3G service respectively. From the exhibits, it is clear that there is a large gap is 4G service and two smaller gaps in 3G service in the Gateway area between I-5 and Pioneer Parkway, north of Hwy 126.

Finding #3. Applicant's Exhibit 2A and 2B below shows how collocation on the nearest towers would not provide full coverage of the 4G service gap. The applicant did not show how the towers would affect 3G coverage.

Finding #4. Applicant's Exhibit 1C shows that a new tower at the proposed location with a 70-foot antenna would leave small gaps in 4G coverage within the service area. Exhibit 1B shows that the proposed 120-foot antenna covers most all of the 4G service gap.

Finding #5. The exhibits provide evidence that there is a service gap and that collocation on existing poles will not provide the desired coverage. The exhibits also show that a shorter (70-foot tower) would not cover the service gap.

Exhibit 1D– Existing 3G Service Coverage Map

Exhibit 2A– 4G Coverage

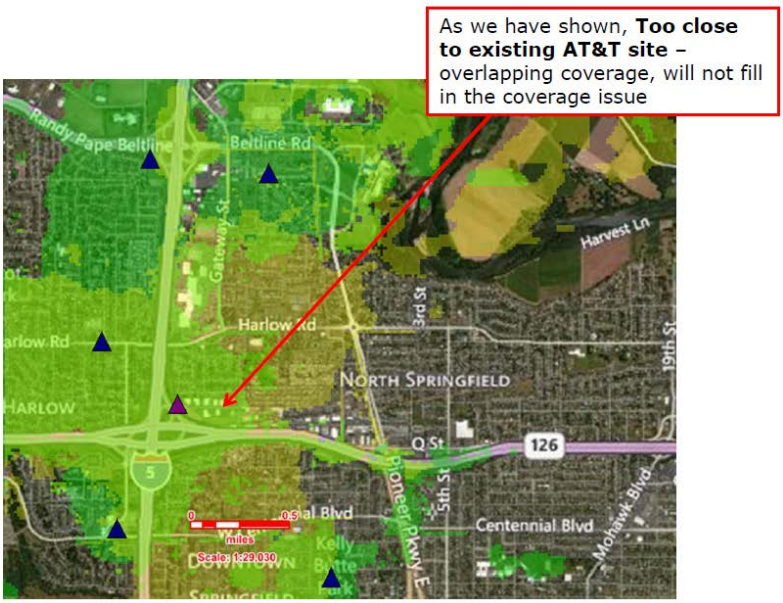


Exhibit 2B– Coverage 4G

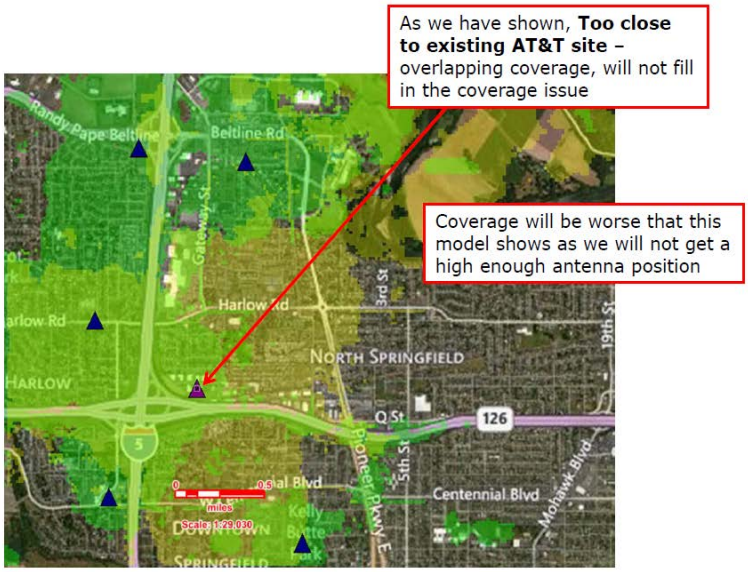
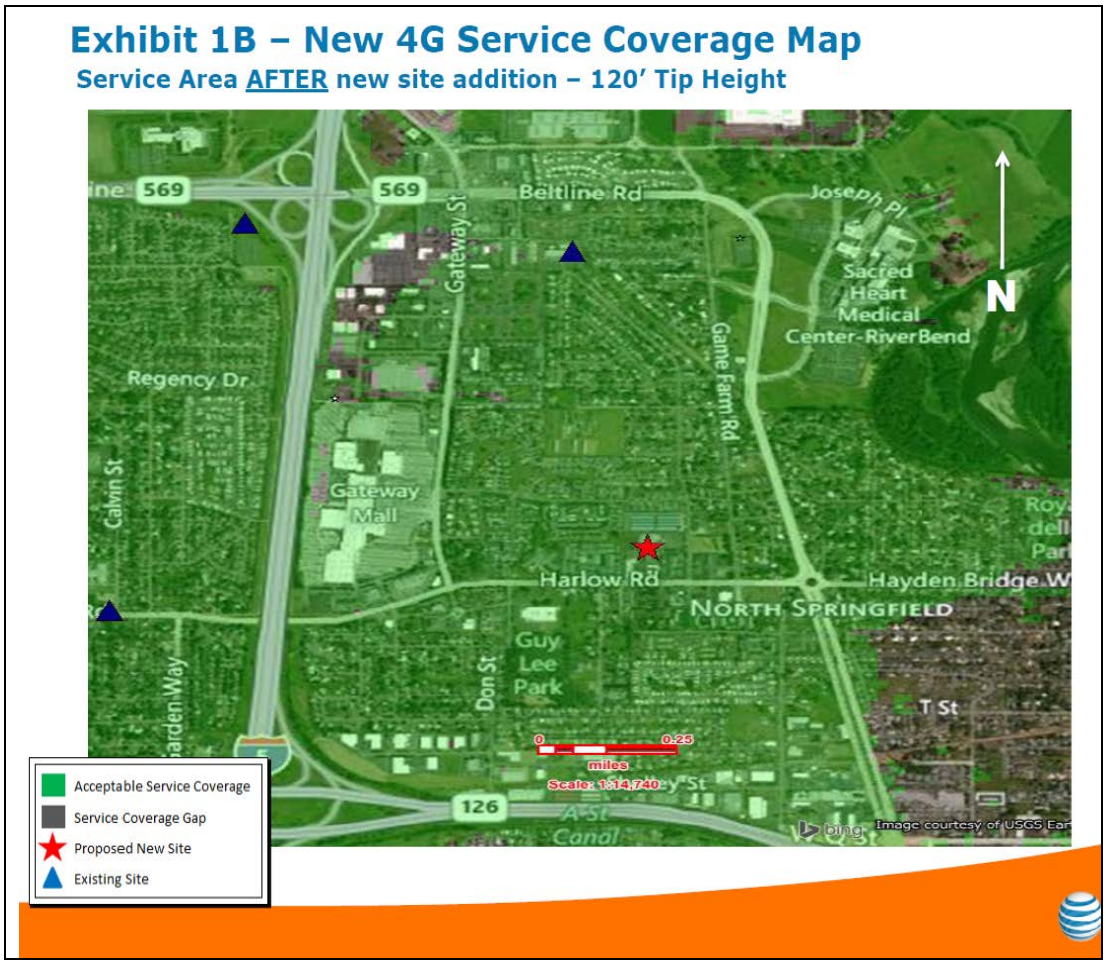


Exhibit 1C – New 4G Service Coverage Map

Service Area AFTER new site addition @ 70' ft Tip Height : Insufficient Coverage



Conclusion: This standard is met.

3. Lack of Coverage and Lack of Capacity. The application shall demonstrate that the gap in service cannot be closed by upgrading other existing facilities. In doing so, evidence shall clearly support a conclusion that the gap results from a lack of coverage and not a lack of capacity to achieve adequate service. If the proposed WTS facility is to improve capacity, evidence shall further justify why other methods for improving service capacity are not reasonable, available or effective.

***Applicant's Statement**: The attached AT&T RF Justification report, coverage propagation maps, and RF engineering feedback demonstrate that the proposed WTS Facility is necessary to close a significant gap found in the subject area. Please see Exhibit #1-RF Justification Report. Therefore, the criterion is met.*

Staff Findings

Finding #6. SDC Section 4.3-145(G) (1) (c) requires an engineer's analysis evaluating the viability of addressing coverage gaps by collocation on existing towers. The analysis is intended to identify the reason(s) that collocation will not be effective. One of the following reasons must be cited for not collocating:

"i. *The structure is not of sufficient height to meet engineering requirements;*

ii. *The structure is not of sufficient structural strength to accommodate the WTS facility, or there is a lack of space on all suitable existing towers to locate proposed antennas;*

iii. *Electromagnetic interference for one or both WTS facilities will result from co-location; or*

iv. *The radio frequency coverage objective cannot be adequately met."*

Finding #7. The applicant has provided annotated coverage maps (Exhibits 2A, 2B, 2C, and 2D) which show why collocating on existing towers in the general area would not work to close the coverage gap (See Findings #2-#5. The table below lists towers that are in the general area of the coverage gap and the proposed tower location. The table also shows the applicant's comments from the exhibits mentioned above.

Table 1. Engineer's Analysis of Potential Collocation Sites

Exhibit #	Location	Applicants Comments
Exhibit 2A	I-5 and Hwy 126	This site is too close to existing AT&T sites. This creates overlapping coverage and will not fully address the coverage issue.
Exhibit 2B	1075 Shelly	This site is too close to existing AT&T sites. This creates overlapping coverage and will not fully address the coverage need.
Exhibit 2C	3030 Gateway Loop	This site is too close to existing AT&T sites. This creates overlapping coverage and will not fully address the coverage issue.
Exhibit 2D	3365 Game Farm Rd.	This site is too close to existing AT&T sites. This creates overlapping coverage and will not fully address the coverage issue eastward.

Finding #8. The applicant's comments shown on Table 1 above indicate that for each of the four potential collocation sites, "the radio frequency coverage objective cannot be adequately met."

Conclusion: This standard has been met.

4. Identify the Least Intrusive Alternative for Providing Coverage. The application shall demonstrate a good faith effort to identify and evaluate less intrusive alternatives, including, but not limited to, less sensitive sites, alternative design systems, alternative tower designs, the use of repeaters, or multiple facilities. Subsection F.5. defines the type of WTS facilities that are allowed in each zoning district.

Applicant's Statement: *New Cingular Wireless is proposing a moderate visibility design option after analyzing all design and technology considerations. The siting on a commercial zone in a*

preferred area achieved. The monopine tower and screened compound area is the least intrusive means to close the significant gap. Please see Exhibit #1-RF Justification Report. Thus, this criterion was met.

Staff Findings

Finding #9. The subject site is located in a Community Commercial zoning district. SDC Section 4.3-145 F, Table 4.3-1 shows that "Moderate Visibility" WTS facilities, which include faux trees, are allowed in the Community Commercial zone.

Finding #10. The applicant evaluated nearby multi-story buildings for their suitability for locating Low Visibility and Stealth equipment. The Crossland Economy Studios complex located on the corner of Pheasant Blvd and Harlow Rd. is a 3-story building that is approximately 50 feet tall. Building tops are preferred locations for Low Visibility and Stealth equipment. The relatively low building height would not be adequate to provide the needed coverage. As demonstrated by Exhibit 1B, a 70-foot tower was not adequate to provide the needed coverage.

Conclusion: This standard has been met.

5. Location of WTS Facilities by Type. Subsection E. defines various types of WTS facilities by their visual impact. These are: high visibility, moderate visibility, low visibility and stealth facilities. Table 4.3-1 lists the type of WTS facilities allowed in each of Springfield's zoning districts:

Table 4.3-1

Zoning Districts	*Types Allowed*
Special Heavy Industrial ***Heavy Industrial*** ***Light-Medium Industrial*** ***Quarry Mining Operations***	***High visibility*** ***Moderate visibility*** ***Low visibility*** ***Stealth***
Community Commercial ***Campus Industrial*** ***Booth Kelly Mixed Use*** ***Major Retail Commercial*** ***Mixed Use Employment*** ***Mixed Use Commercial*** ***Medical Service***	***Low visibility*** ***Moderate visibility*** ***Stealth***
Neighborhood Commercial ***General Office*** ***Low Density Residential*** ***Medium Density Residential*** ***High Density Residential*** ***Mixed Use Residential*** ***Public Land and Open Space***	***Low visibility*** ***Stealth***

Applicant's Statement*: The proposed site resides in the Community Commercial zoning district. Based on this classification, low and moderate visibility and stealth option types are allowed. No rooftop (low visibility) options were available in the intended coverage area. Other low visibility options including whip antennas, micro cells, repeaters, and like design options are not viable based on NEW CINGULAR site design considerations. (See attached Exhibit 1-RF Justification Report). To adhere to the moderate visibility standard, New Cingular Wireless proposes the development of a 120' monopine tower and related compound design application. Thus, this criterion is met.*

Staff Findings

Finding #11. As noted in Finding #9, the site is located in a Community Commercial zone. Faux pine monopole facilities are classified as a Moderate Visibility WTS facility which is an allowed facility in the Community Commercial zone.

Conclusion: This standard is met

6. Maximum Number of High Visibility WTS Facilities. No more than 1 high visibility facility is allowed on any 1 lot/parcel.

EXCEPTION: The Approval Authority may approve exceeding the maximum number of high visibility facilities per lot/parcel if one of the following findings is made:

> ***a. Co-location of additional high visibility facilities is consistent with neighborhood character;***
>
> ***b. The provider has shown that denial of an application for additional high visibility WTS facilities would have the effect of prohibiting service because the proposed facility would fill a significant gap in coverage and no alternative locations are available and technologically feasible; or***
>
> ***c. The provider has shown that denial of an application for additional high visibility WTS facilities would unreasonably discriminate among providers of functionally equivalent services.***

Applicant's Statement: The Applicant provided no statement for this standard.

Staff Finding

Finding #12. The applicant is proposing just one tower for the parcel. No other towers are located on the site.

Conclusion: This standard does not apply.

7. Separation between Towers. No new WTS tower may be installed closer than 2,000 feet from any existing or proposed tower unless supporting findings can be made under Subsections F.2., 3. and 4. by the Approval Authority.

Applicant's Statement: The proposed WTS tower is more than 2,000 from any existing or proposed towers in the area. Thus, this criterion is met.

Staff Finding

Finding #13. The nearest tower facility to the proposed site is located at 1075 Shelly Street. The tower is approximately 3,000 feet from the subject site.

Conclusion: This standard is met.

8. WTS Facilities Adjacent to Residentially Zoned Property. In order to ensure public safety, all towers located on or adjacent to any residential zoning district shall be set back from all residential property lines by a distance at least equal to the height of the facility, including any antennas or other appurtenances. The setback shall be measured from that part of the WTS tower that is closest to the neighboring residentially zoned property.

Applicant's Statement: *The proposed WTS facility is surrounding by commercial zoned parcels to the North, South and East. The proposed parcel is adjacent to a residential zoned parcel (MDR) to the west. The proposed monopine tower is 120' tall. The adjacent residential parcel is 122' from the intended property line. Thus, this criterion is met.*

Staff Finding

Finding #14. MapSpring is a GIS tool used by staff to measure distances based on aerial maps. MapSpring shows the distance from the base of the tower to the nearest residential property line (The Pointe condominiums) is approximately 132 feet. The tower is approximately 220 feet from the nearest residential structure. The tower is more than the required 120 feet from the nearest residential property.

Conclusion: This standard is met.

9. Historic Buildings and Structures. No WTS facility shall be allowed on any building or structure, or in any district, that is listed on any Federal, State or local historic register unless a finding is made by the Approval Authority that the proposed facility will have no adverse effect on the appearance of the building, structure, or district. No change in architecture and no high or moderate visibility WTS facilities are permitted on any building or any site within a historic district. Proposed WTS facilities in the Historic Overlay District are also subject to the applicable provisions of Section 3.3-900.

Applicant's Statement: The proposed parcel for the New Cingular Wireless WTS facility does not maintain historic buildings or structures on site, thus, the criterion is met.

Staff Finding

Finding #15. The subject site is not listed on the Gateway Refinement Plan Historic Resources Inventory and is not listed on Springfield's 1979 Historic Resources Survey.

Conclusion: This standard is not applicable

10. Equipment Location. The following location standards shall apply to WTS facilities:

a. No WTS facility shall be located in a front, rear, or side yard building setback in any base zone and no portion of any antenna array shall extend beyond the property lines;

b. Where there is no building, the WTS facility shall be located at least 30 feet from a property line abutting a street;

c. For guyed WTS towers, all guy anchors shall be located at least 50 feet from all property lines.

Applicant's Statement: *As demonstrated on the attached site plan, the intended tower and associated equipment compound adhere to 10a, 10b, and 10c code requirements. Thus, this criterion is met.*

Staff Findings

Finding #16. The Community Commercial zone establishes 10-foot development setbacks from all property lines. The Applicant's Site Plan (Sheet A-1) shows the proposed tower is located more than 140 feet from the north property line; 40 feet from the south property line; 100 feet from the west property line and 452 feet from the east property line.

Finding #17. Sheet A-2 of the applicant's submittal shows an elevation of the proposed tower. The facility shows no guy wires for support.

Conclusion: This standard has been met.

11. Tower Height. Towers may exceed the height limits otherwise provided for in this Code. However, all towers greater than the height limit of the base zone shall require Discretionary Use approval through a Type III review process, subject to the approval criteria specified in Subsection I.

Applicant's Statement: *New Cingular Wireless is proposing a 120' monopine WTS facility. It is understood that the approval process will require both site plan and discretionary use approval via Type III review process.*

Staff Finding

Finding #18. In the Community Commercial zone there is no maximum building height except when abutting a Low Density Residential (LDR) or Medium Density Residential (MDR) zoning district to the

east, west, or south. In these cases, the maximum height shall be no greater than that permitted in the LDR or MDR districts for a distance of 50 feet. The tower facility is located more than 50 feet from the MDR zoning district to the west. The proposed tower height does not require a Discretionary Use procedure as stated in this standard. The tower type (Moderate Visibility) does require Discretionary review (SDC Section 4.3-145 (H.)(3.) (a.)). This application is being processed as a Type III Discretionary Use process.

Conclusion: This standard is met.

12. Accessory Building Size. All accessory buildings and structures built to contain equipment accessory to a WTS facility shall not exceed 12 feet in height unless a greater height is necessary and required by a condition of approval to maximize architectural integration. Each accessory building or structure located on any residential or public land and open space zoned property is limited to 200 square feet, unless approved through the Discretionary Use process.

Applicant's Statement: *The proposed equipment shelter (accessory building) is consistent with other existing equipment shelter/accessory buildings found at similar WTS installations within the jurisdiction The proposed ground equipment shelter maintains the following dimensions: 11.5'x 26' x 10.4'. The shelter will not exceed the 12' height limit. Per discussion with jurisdiction representatives, no issues were identified. Thus, this criterion is met.*

Staff Finding

Finding #19. Construction Note #2 on the Applicant's South Elevation and Antenna Plan (Sheet A-2) shows that the proposed equipment shelter will be 11.5 feet high. This is less than the maximum 12 height limit set by this standard.

Conclusion: This standard is met.

13. Visual Impact. All WTS facilities shall be designed to minimize the visual impact to the greatest extent practicable by means of placement, screening, landscaping, and camouflage. All facilities shall also be designed to be compatible with existing architectural elements, building materials, and other site characteristics. The applicant shall use the least visible antennas reasonably available to accomplish the coverage objectives. All high visibility and moderate visibility facilities shall be sited in a manner to cause the least detriment to the viewshed of abutting properties, neighboring properties, and distant properties.

Applicant's Statement: *The proposed New Cingular Wireless WTS facility is located in the Community Commercial zone, a preferred site location per jurisdiction code request. Utilizing the moderate visibility design option (faux tree/monopine application), this facility will be designed to minimize visual impact. Corresponding equipment shelter and compound will adhere to fencing and landscaping code requirements including use of slat fencing material, placement and maintenance of requested vegetation for screening and related landscaping around the perimeter of the compound to minimize visual impact. A site maintenance plan will monitor and service landscaping and vegetation development post site completion. (See Site Plan and Exhibit #4-Construction, Maintenance, and Landscaping Summary). Thus, this criterion is met.*

Staff Findings

Finding #20. The applicant has proposed to construct a 120-foot faux pine monopole tower to minimize the visual impact to the surrounding neighborhood. The perceived visual impact of the proposed tower will vary with individuals. Some will find the pine to be objectionable, just as a traditional pole would be to others. The selection of the faux pine pole will reduce the impact of the tower from a distance. For residents that are nearest the tower, it will have an impact, just as other utility poles visually impact Springfield streets and residences.

Finding #21. The equipment shelter will be enclosed by a slatted fence with additional landscaping as required by SDC Section 4.3-145 F. 13 and SDC Section 4.4-110. Sheet L-1 of the applicant's submittal details the landscaping and fencing that will screen the equipment shelter from view.

Finding #22. The applicant has submitted photo simulations showing how the tower will appear from various compass directions and distances. The simulations are an accurate representation of the tower proposed in the site plan Sheet A-2.

Finding #23. The proposed 120-foot faux pine monopole stands out against the context of the site. There are no trees in the immediate vicinity that are as tall as the proposed tower.

A SUB transmission line is located along the property line between Courtsports and The Pointe condominiums (left) and the nearest duplexes on South Cloverleaf Loop (right) about 140 feet west of the tower site. This photo was taken from the proposed tower site, looking west at The Pointe and the duplexes.

View of tower from Pheasant Blvd.

Simulated view of the tower from The Point condominium complex. The tower is about 140 feet from the development.

Conclusion: This standard is met.

14. Minimize Visibility. Colors and materials for WTS facilities shall be non-reflective and chosen to minimize visibility. Facilities, including support equipment and buildings, shall be painted or textured using colors to match or blend with the primary background, unless required by any other applicable law.

***Applicant's Statement*:** The proposed WTS facility will be designed as a monopine. All antennas and related ancillary equipment to be placed on the tower will be painted to match in order to blend in with the primary background. In addition, proposed equipment shelter and related ground equipment will be fenced and landscaped in order to further minimize visual impact and blend in with general parcel aesthetic. Thus, this criterion is met.

Staff Finding

Finding #24. Sheet A-2 of the Applicant's Submittal includes a note stating that the faux pine pole will be painted "to match the monopine aesthetic." Painting the structure to appear at a tree will reduce the reflectivity of the structure and help it to blend into the general surroundings.

Conclusion: This standard is met.

15. Camouflaged Facilities. All camouflaged WTS facilities shall be designed to visually and operationally blend into the surrounding area in a manner consistent with existing development on adjacent properties. The facility shall also be appropriate for the specific site. In other words, it shall not "stand out" from its surrounding environment.

Applicant's Statement: *The proposed WTS facility will be designed as a monopine. All antennas and related ancillary equipment to be placed on the tower will be painted to match in order to blend in with the primary background. In addition, proposed equipment shelter and related ground equipment will be fenced and landscaped in order to further minimize visual impact and blend in with general parcel aesthetic. Thus, this criterion is met.*

This aerial photo shows there are few trees as large as the proposed monopine pole in the immediate vicinity. There is a large deciduous tree about 300 feet to the west on South Cloverleaf Loop. There are large stands of fir and cedar trees northwest of the site in the Game Farm Rd area and near PeaceHealth.

Staff Findings

Finding #25. The proposed faux pine monopole will be taller than other trees in the neighborhood. Surrounding developments are commercial, and multi-family residential that have been built in the past 30 years. Trees planted as part of newer developments would not be expected to match the 120 foot height of the tower. There are larger trees north and west of the proposed site which are comparable in size. These trees are located in older neighborhoods along Game farm Rd. and near PeaceHealth Medical Center.

Finding #26. As mentioned in Finding #8, the applicant simulated the coverage that would be achieved by a 70-foot pole (a smaller tree) and found that the coverage would not be sufficient to address the existing gap in service.

Finding #27. As noted in Finding #20, the applicant's plan calls for the tower to be painted to "match the monopine aesthetic."

Conclusion: This standard is met.

16. Façade-Mounted Antenna. Façade-mounted antennas shall be architecturally integrated into the building design and otherwise made as unobtrusive as possible. If possible, antennas shall be located entirely within an existing or newly created architectural feature so as to be completely screened from view. Façade-mounted antennas shall not extend more than 2 feet out from the building face.

Applicant's Statement: *Façade-mounted antennas are not a part of the intended design application. Thus, this criterion is not applicable.*

Staff Finding

Finding #28. The proposed facility is a faux pine monopole design and not a façade mounted installation. This standard does not apply

Conclusion: This standard does not apply.

17. Roof-Mounted Antenna. Roof-mounted antennas shall be constructed at the minimum height possible to serve the operator's service area and shall be set back as far from the building edge as possible or otherwise screened to minimize visibility from the public right-of-way and adjacent properties.

Applicant's Statement: *Roof mounted antennas are not a part of the intended design application. Thus, this criterion is not applicable.*

Staff Finding

Finding #29. The proposed facility is a faux pine monopole design and not a roof mounted installation.

Conclusion: This standard does not apply.

18. Compliance with Photo Simulations. As a condition of approval and prior to final staff inspection of the WTS facility, the applicant shall submit evidence, e.g., photos, sufficient to prove that the facility is in substantial conformance with photo simulations provided with the initial application. Nonconformance shall require any necessary modification to achieve compliance within 90 days of notifying the applicant.

Applicant's Statement: *Please see attached photo simulations as demonstrated in Exhibit #8-Photo Simulations and Map. Thus, this criterion is met.*

Staff Finding

Finding #30. This standard can only be addressed at the time of final inspection. The applicant has submitted a series of photo simulations to approximate the visual impact the tower facility will have on the surrounding neighborhood. The simulation is consistent with the tower shown in the site plan Sheet A-2. This standard is intended to require the applicant to reconcile significant differences between the photo simulations and the finished construction.

Conclusion: This standard will be met upon final inspection of the project.

19. Noise. Noise from any equipment supporting the WTS facility shall comply with the regulations specified in OAR 340-035-0035.

Applicant's Statement: *The proposed New Cingular Wireless WTS complies with regulations specified in OAR 340-035-0035. Please see attached noise study report for reference (Exhibit #2-Acoustical/Noise Report). Thus, this criterion is met.*

Staff Finding

Finding #31. The Applicant's Exhibit 2 provides a report which analyzes existing noise levels at the proposed site and evaluates the expected acoustical impacts of the proposed equipment associated with the tower and equipment shelter. Noise is expected from cooling units installed for the equipment room at the base of the tower. An emergency generator would also be an occasional source of noise in the event of a power outage.

The applicant's noise report was prepared by SSA Acoustics, an accredited consulting firm. The findings of the report (Exhibit 2, page 3) indicate that the estimated sound level at the property line to the west (The Pointe and duplexes on South Cloverleaf Loop) will be about 52 dBA. By comparison, normal conversation at a distance of about 3 feet (1 meter) is measured at about 60 dBA[1].

Conclusion: This standard has been met.

20. Signage. No signs, striping, graphics, or other attention-getting devices are permitted on any WTS facility except for warning and safety signage that shall:

a. Have a surface area of no more than 3 square feet;

b. Be affixed to a fence or equipment cabinet; and

c. Be limited to no more than 2 signs, unless more are required by any other applicable law.

Applicant's Statement: *New Cingular Wireless intends to affix signage per warning and safety signage based on jurisdiction requirements. Thus, this criterion is met.*

Staff Finding

Finding #32. Site Note 2. On Sheet A-2 of the Applicant's submittal indicates states, "Signage to be posted at site entrance." No specific signs or sign locations are shown on the plan as might be required for traffic control. The Springfield Development Code does not require specific signage for the proposed tower installation. This standard (SDC 4.3-145(F) (20) is intended to deter using the tower facility as "an attention-getting device." The applicant does not propose to install such signage.

Conclusion: This standard has been met.

21. Traffic Obstruction. Maintenance vehicles servicing WTS facilities located in the public or private right-of-way shall not park on the traveled way or in a manner that obstructs traffic.

Applicant's Statement: *The intended New Cingular Wireless WTS facility is located off-street and not in the public or private right-of-way. Thus, this criterion is not applicable.*

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[1] *"Occupational Noise Exposure;" https://www.osha.gov/SLTC/noisehearingconservation/index.html*

Staff Finding

Finding #33. The proposed location of the tower and supporting equipment shelter is not in a traveled way. The subject site is located in a parking area and will take up three parking spaces and some parking lot landscaping (See Sheet P-1, Applicant's Submittal). The location does not interfere with internal circulation within the Courtsports site and will have no impact on public rights-of-way.

Conclusion: This standard has been met.

22. Parking. No net loss in required on-site parking spaces shall occur as a result of the installation of any WTS facility.

Applicant's Statement: *The intended New Cingular Wireless WTS facility will utilize existing median area for the tower. The proposed equipment compound will be placed adjacent to the tower. It will utilize a 20' x 30' area in the existing parking lot. Please see P1-Parking Plan as identified in the attached site plan for reference. By updating the exiting parking lot footprint to incorporate standard and economy parking space configuration, this placement will not result in a net loss of on-site parking. Thus, this criterion is met.*

Staff Finding

Finding #34. Sheet P-1 of the Applicant's Submittal shows that by increasing the number of compact parking spaces, the three spaces lost to the equipment shelter will be replaced. The approved site plan for Courtsports (File No. DRC2005-00022) required that no fewer than 150 spaces be provided. The Final Site Plan shows that 176 spaces were provided. The Courtsports facility has an excess number of spaces. The loss of parking spaces for installation of the tower and equipment shelter will not reduce the number of available parking spaces below the approved minimum.

Finding #35. SDC Section 4.3-120 G. states: "Not more than 30 percent of the total parking spaces in a parking lot may be designated for compact cars. These spaces shall be signed and/or the space painted with the words "Compact Car Only." The proposed creation of 36 compact spaces (Sheet P-1) does not exceed 30% of the total spaces.

Conclusion: This standard has been met.

23. Sidewalks and Pathways. Cabinets and other equipment shall not impair pedestrian use of sidewalks or other pedestrian paths or bikeways on public or private land.

Applicant's Statement: The intended New Cingular Wireless WTS facility will utilize existing median area for the tower. The proposed equipment compound will utilize a 20' x 30' area in the unmarked parking area on the parcel. This placement will not impact existing sidewalks and pathways adjacent to the existing building structures. Thus, this criterion is met.

Staff Finding

Finding #36. Applicant's Submittal Sheet A-1 shows that the placement of the tower and equipment shelter will not interfere with pedestrian walkways or bike paths.

Conclusion: This standard has been met.

24. Lighting. WTS facilities shall not include any beacon lights or strobe lights, unless required by the Federal Aviation Administration (FAA) or other applicable authority. If beacon lights or strobe lights are required, the Approval Authority shall review any available alternatives and approve the design with the least visual impact. All other site lighting for security and maintenance purposes shall be shielded and directed downward, and shall comply with the outdoor lighting standards in Section 4.5-100, unless required by any other applicable law.

Applicant's Statement: *Per New Cingular Wireless FAA Regulatory, this will not require FAA authorization based on proximity to nearby airports and related FAA observances. Beacon lights or strobe lights will not be required. Please see attached Exhibit #3-FAA Determination and FCC Support documentation. Thus, this criterion is met. The proposed equipment shelter residing within the new fenced and landscaped compound area will maintain a small directional light attached to the shelter adjacent to the access door. It is intended for technician use while on site. Per code requirement (4.5-110), this will be a "downward" facing light providing minimum illumination with focus on the entry access door area only. It will be shielded by a downward facing housing*.

Staff Finding

Finding #37. The applicant indicates that the proposed tower does not require FAA strobe or beacon lighting. The submitted site plan does not show any exterior lighting for the equipment shelter. The applicant indicates that an outdoor light will be placed near the entrance to the shelter, and acknowledges the standard found in the Springfield Code pertaining to downward facing lighting.

Condition # 1: The applicant shall provide evidence that all exterior light fixtures shall employ cut-off optics as required by this standard. This may be accomplished with a specification in the construction plans showing light fixtures with the required optics.

Conclusion: This standard can be met as conditioned.

25. Landscaping. For WTS facilities with towers that exceed the height limitations of the base zone, at least 1 row of evergreen trees or shrubs, not less than 4 feet high at the time of planting, and spaced out not more than 15 feet apart, shall be provided in the landscape setback. Shrubs shall be of a variety that can be expected to grow to form a continuous hedge at least 5 feet in height within 2 years of planting. Trees and shrubs in the vicinity of guy wires shall be of a kind that would not exceed 20 feet in height or would not affect the stability of the guys. In all other cases, the landscaping, screening and fence standards specified in Section 4.4-100 shall apply.

<u>Applicant's Statement</u>: The intended New Cingular Wireless WTS facility will include slatted fencing and landscaping to include maple and arborvitae plantings per the code requirement. In addition, a landscape maintenance plan will monitor/support all plantings and related on site. See Exhibit #4-Construction, Maintenance, and Landscaping Summary for reference. Thus, this criterion is met.

Staff Finding

Finding #38. Applicant's Submittal Sheet L-1 show the planned landscaping for the tower site and equipment shelter. The plan shows a combination of Emerald Arborvitae and low growing Oregon Grape will be used to screen the equipment shelter and surrounding fence. No irrigation system is shown for the landscaping.

SDC Section 4.4-105 (G)—Landscaping states: **"**All new required planting areas shall be provided with a permanent underground irrigation system unless where planted with native species or plant communities, or as may be exempted by the Director."

The Emerald Arborvitae is not drought tolerant and requires weekly watering. The Low Oregon Grape is a native plant which is draught tolerant and suitable, once established, for non-irrigated areas.

Condition #2: The applicant shall amend the planting plan to include all drought tolerant plant materials or show how other plants shall be irrigated to assure survival.

Conclusion: This standard can be met as conditioned.

III. SITE PLAN REVIEW CRITERIA OF APPROVAL

The approval criteria for Site Plan Review are found in SDC Section 5.17-125.

SDC 5.17-125 Criteria for Site Plan Approval:

A. The zoning is consistent with the Metro Plan diagram, and/or the applicable Refinement Plan diagram, Plan District map, and Conceptual Development Plan.

B**.** Capacity requirements of public and private facilities, including but not limited to, water and electricity; sanitary sewer and stormwater management facilities; and streets and traffic safety controls shall not be exceeded and the public improvements shall be available to serve the site at the time of development, unless otherwise provided for by this Code and other applicable regulations. The Public Works Director or a utility provider shall determine capacity issues.

C. The proposed development shall comply with all applicable public and private design and construction standards contained in this Code and other applicable regulations.

D. Parking areas and ingress-egress points have been designed to: facilitate vehicular traffic, bicycle and pedestrian safety to avoid congestion; provide connectivity within the development area and to adjacent residential areas, transit stops, neighborhood activity centers, and commercial, industrial and public areas; minimize driveways on arterial and collector streets as specified in this Code or other applicable regulations and comply with the ODOT access management standards for State highways.

E. Physical features, including, but not limited to: steep slopes with unstable soil or geologic conditions; areas with susceptibility of flooding; significant clusters of trees and shrubs; watercourses shown on the WQLW Map and their associated riparian areas; other riparian areas and wetlands specified in Section 4.3-117; rock outcroppings; open spaces; and areas of historic and/or archaeological significance, as may be specified in Section 3.3-900 or ORS 97.740-760, 358.905-955 and 390.235-240, shall be protected as specified in this Code or in State or Federal law.

The applicable standards and policies found in the Springfield Development Code (SDC) and the current *Springfield Engineering Design Standards and Procedures Manual* provide the basis for the findings conditions and conclusions shown below. Other authoritative local state and federal standards may also be applied as applicable to this proposal.

As cited in Finding #2, the Development Review Committee reviewed the proposed plans and supporting information on February 18, 2014. The staff's review comments have been incorporated as **"Findings"** and **"Conditions"** in this report. **The focus of this report is on those elements of the site plan that are not in compliance with Springfield's development policies and standards.** The report will not account for all of the site plan details that are in compliance with the policies and standards.

SITE PLAN REVIEW CRITERIA

The Applicant did not provide any commentary or statement with respect to the Site Plan Review criteria. The findings included below are staff findings.

"A. The zoning is consistent with the Metro Plan Diagram, and/or the applicable Refinement Plan diagram, Plan District map, and Conceptual Development Plan."

Consistency with the Metro Plan—Permitted Uses – SDC 3.2-310

The Eugene-Springfield Metropolitan Area General Plan (Metro Plan) is the adopted comprehensive plan that designates the location of intended land uses for Springfield. Metro Plan is implemented by the Springfield Zoning Map. The Springfield Development Code details the permitted uses and base development standards for each zoning district.

Finding #39. The Metro Plan Diagram designation for the subject site is Commercial. The site is zoned Community Commercial (CC), which is consistent with the Metro Plan designation.

Finding #40. SDC 3.2-310 shows that "Certain Wireless Telecommunications Facilities" are a Discretionary Use permitted use in the CC zoning district. Table 4.3-1 in SDC 4.3-145 (F) (3) shows that Moderate Visibility tower facilities are allowed in the Community Commercial zone.

Conclusion: This criterion has been met.

Base Zone Development Standards—SDC 3.2-315

Finding #41. SDC Section 3.2-315 is a table showing elements of the base zone standards such as minimum lot size, lot coverage, setbacks and other dimensional standards for development within the CC zoning district. The proposed cell tower facility will be built on an existing commercial site. The site plan for the cell tower and associated equipment shelter conforms to applicable the base commercial zone standards found in SDC Section 3.2-315.

Applicable Overlay District Requirements

The regulations of the overlay district shall supplement the regulations of the underlying zoning district. In cases where the regulations conflict, the overlay district regulations shall supersede the underlying zoning district regulations. The following overlay districts are established:

Section	Overlay District Name	Metro Plan Reference
3.3-200	Drinking Water Protection	Environmental Resources Element
3.3-300	Willamette Greenway	Willamette River Greenway, River Corridors, and Waterway Element
3.3-400	Floodplain	Environmental Resources Element
3.3-500	Hillside Development	Environmental Resources Element
3.3-800	Urbanizable Fringe	Growth Management and Urban Service Area Policies
3.3-900	Historic	Historic Preservation Element
3.3-1000	Nodal Development	Nodal Development Area Designation
3.3-1100	Hospital Support	Economic Element

Finding #42. The subject site is located within the **Drinking Water Protection Overlay District**. The subject site is within the 10-20 year Time of Travel Zone for the Sports Way wellfield.

Finding #43. SDC Section 3.3-230 lists exemptions from the Drinking Water Protection Overlay Permit. Section 3.3-230 (B) (9) states, "Fuel for emergency generators located at facilities that provide essential community services (including, but not limited to: hospitals, fire/life safety, police, public shelters, and **telephone systems**)." The proposed facility includes an emergency generator for the cell tower. The tower is a telecommunication facility which falls under the exemption provided in the development code.

Finding #44. The Springfield Utility Board (SUB) Water Division has provided comments and suggested conditions of approval for this application. While the project is exempt from the need to obtain a Drinking Water Protection Permit, SUB staff have requested that the proposed cell tower facility comply with the following conditions:

Condition #3 The applicant shall install a wellhead protection sign at the generator site to alert operators and staff of the need to contact SUB in the event of a fuel spill on the site. Wellhead protection signs are available from SUB for $15.00 and may be obtained by contacting Amy Chinitz at SUB, 541-744-3745.

Condition #4 Construction plans for the structure shall include the following notes:

"WELLHEAD PROTECTION NOTES:

Any chemical spills or leaks must be cleaned up immediately and clean-up materials disposed off-site and in accordance with Lane County and DEQ requirements. In every case, care shall be taken to prevent groundwater contamination.

Chemical handling, storage, and use: Contractors/developers shall be responsible for the safe handling and storage of chemicals, petroleum products, and fertilizers and the prevention of groundwater and storm water runoff contamination. Chemicals used during construction, including paint and cleaning materials/wastes, must not enter the soil or be washed into the storm water system. All chemicals should be stored in adequate secondary containment.

Equipment maintenance and fueling: Precautions must be taken to prevent fluid-containing equipment located outside from leaking, including providing a dedicated area for fueling and maintenance of equipment. This area should be prepared and maintained in a way that prevents spills or leaks from migrating to the soil or storm water drainage system.
No fill materials containing hazardous materials shall be used on this site."

Conclusion: The proposal, as conditioned, satisfies Site Plan Criterion A.

"B. Capacity requirements of public and private facilities, including but not limited to, water and electricity; sanitary sewer and stormwater management facilities; and streets and traffic safety controls shall not be exceeded and the public improvements shall be available to serve the site at the time of development, unless otherwise provided for by this Code and other applicable regulations. The Public Works Director or a utility provider shall determine capacity issues."

C. The proposed development shall comply with all applicable public and private design and construction standards contained in this Code and other applicable regulations."

The staff analysis required to determine findings for Criterion B and C include significant overlap. For the purposes of this review, Criteria B and C are considered together in this section of the staff report. The elements of the Springfield Development Code which apply to Criterion B and Criterion C include but are not limited to:

- Infrastructure Standards for Transportation—SDC 4.2-100
- Infrastructure Standards for Utilities—SDC 4.3-100
- Landscaping, Screening and Fence Standards—SDC 4.4-100
- On Site Lighting Standards—SDC 4.5-100

- Specific Development Standards—SDC 4.7-100

INFRASTRUCTURE STANDARDS FOR TRANSPORTATION—SDC 4.2-100

Transportation System Impacts

SDC Section 4.2-100 through 4.2-160 details infrastructure standards for streets, sidewalks, driveways, accessways, pedestrian trails and related transportation facilities. Additional design standards for transportation facilities are found in the Engineering and Design Standards and Procedures Manual and the City of Springfield Construction Standard Specifications Section(s) 317, 501, and 502, and Standard Drawings 5-1 to 5-25. These documents provide specific design standards for streets and accessways. Parking standards are found in SDC Section 4.6-100.

Finding #45. The proposed facility is located in the parking lot of the Courtsports complex at 2728 Pheasant Blvd. The location shown on applicant's site plan, Sheet A-1, does not interfere with any public right-of-way and does not interfere with the internal vehicle circulation or use of sidewalks by patrons of the Courtsports facility. This criterion is met.

INFRASTRUCTURE STANDARDS FOR UTILITIES—SDC 4.3-100

SDC Section 4.3-100 through 4.3-145 details infrastructure standards for sanitary sewers, stormwater systems, water quality protection, natural resource protection, water and electric utilities, and public easements. Additional design standards for these facilities are found in the *Springfield Engineering and Design Standards and Procedures.*

Section 4.3-130.A of the Springfield Development Code requires each development area to be provided with a water system having sufficiently sized mains and lesser lines to furnish adequate supply to the development and sufficient access for maintenance. Springfield Utility Board coordinates the design of the water system within Springfield city limits.

Section 4.3-140.A of the SDC requires applicants proposing developments make arrangements with the City and each utility provider for the dedication of utility easements necessary to fully service the development or land beyond the development area. The minimum width for public utility easements adjacent to street rights of ways shall be 7 feet. The minimum width for all other public utility easements shall be 7 feet. The Public Works Director may require a larger easement to allow for adequate maintenance.

Section 4.3-140.B of the SDC requires that where the Public Works Director has determined that a watercourse or riparian area will be part of the City's Stormwater Management System, a maintenance easement shall be required in order to maintain the functionality of these areas. For watercourses, the easement shall be measured from either the top of bank, ordinary high water mark or the delineated setback line. The easement shall be a minimum of 10 feet wide where no equipment is required for access or maintenance. The easement shall be extended to a maximum of 25 feet wide to allow City maintenance vehicles to set up and perform the required maintenance.

Sanitary Sewer Improvements – SDC 4.3-105

Section 4.3-105.A of the SDC requires that sanitary sewers shall be installed to serve each new development and to connect developments to existing mains. Additionally, installation of sanitary sewers shall provide sufficient access for maintenance activities.

Finding #46. The proposed cell tower facility does not require water or sanitary facilities. This criterion does not apply.

Storm Water Management – SDC 4.3-110

SDC Section 4.3-110.B states: The Approval Authority shall grant development approval only where adequate public and/or private stormwater management systems provisions have been made as determined by the Public Works Director, consistent with the *Engineering Design Standards and Procedures Manual* (EDSPM).

Section 4.3-110.C of the SDC states that a stormwater management system shall accommodate potential run-off from its entire upstream drainage area, whether inside or outside of the development.

SDC Section 4.3-110.D requires run-off from a development to be directed to an approved stormwater management system with sufficient capacity to accept the discharge.

SDC Section 4.3-110.E requires new developments to employ drainage management practices which minimize the amount and rate of surface water run-off into receiving streams and promote water quality.

Finding #47. The subject site is designed to comply with existing Springfield storm water management policies and standards. The tower and equipment shelter will be built in a paved parking area. No significant new impervious surface will be introduced on the site.

Finding #48. The applicant's site plan, Sheet A-1 shows that the existing flow will not interrupt the flow of water in the affected area to the approved storm water system that was originally constructed as part of the Courtsports development. The applicant also included an untitled sheet which is an excerpt from the original Courtsports drainage plan which shows that the new tower and related facilities will not interfere with the existing stormwater management system.

Water Quality Protection – SDC 4.3-115

Under Federal regulation of the Clean Water Act (CWA), Endangered Species Act (ESA), and National Pollutant Discharge Elimination System (NPDES), the City of Springfield has obtained a Municipal Separate Storm Sewer System (MS4) permit. A provision of this permit requires the City demonstrate efforts to reduce the pollution in urban stormwater to the Maximum Extent Practicable (MEP).

Federal and Oregon Department of Environmental Quality (ODEQ) rules require the City's MS4 plan address six "Minimum Control Measures." Minimum Control Measure 5, "Post-Construction Stormwater Management for New Development and Redevelopment," applies to the proposed development.

Minimum Control Measure 5 requires the City of Springfield to develop, implement and enforce a program to ensure the reduction of pollutants in stormwater runoff to the MEP. The City must also develop and implement strategies that include a combination of structural or non-structural Best Management Practices (BMPs) appropriated for the community.

Minimum Control Measure 5 requires the City of Springfield use an ordinance or other regulatory mechanism to address post construction runoff from new and re-development projects to the extent allowable under State law. Regulatory mechanisms used by the City include the Springfield Development Code (SDC), the City's Engineering Design Standards and Procedures Manual (EDSPM) and the future Stormwater Facilities Master Plan (SFMP).

As required in Section 4.3-110.E of the SDC, "a development shall be required to employ drainage management practices approved by the Public Works Director and consistent with Metro Plan policies and the *Engineering Design Standards and Procedures Manual*."

Section 3.02 of the City's EDSPM states the Public Works Department will accept, as interim design standards for stormwater quality, water quality facilities designed pursuant to the policies and procedures of the **City of Eugene Stormwater Management Manual.**

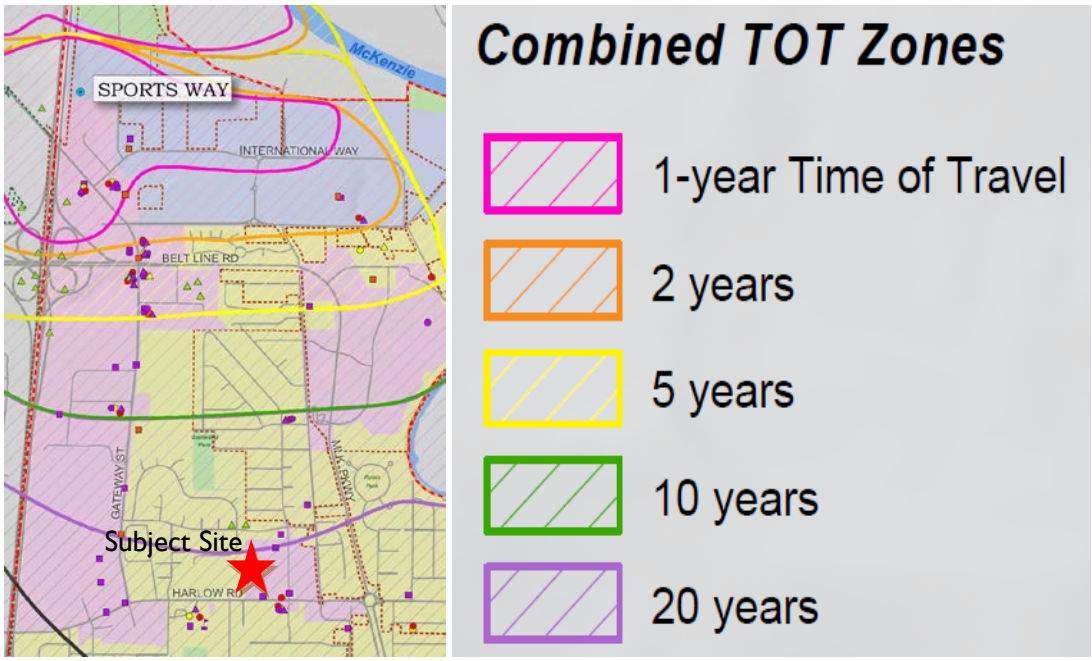
Section 3.03.3.B of the City's EDSPM states all public and private development and redevelopment projects shall employ a system of one or more post-developed BMPs that in combination are designed to achieve at least a 70 percent reduction in the total suspended solids in the runoff generated by that development. Section 3.03.4.E of the manual requires a minimum of 50 percent of the non-building rooftop impervious area on a site shall be treated for stormwater quality improvement using vegetative methods.

Finding #49. To meet the requirements of the City's MS4 permit, the Springfield Development Code, and the City's EDSPM, the applicant has shown on its site plan that runoff from the cell tower and supporting structures will not interfere with the flow of runoff to constructed swales located at the Courtsports site.

DRINKING WATER PROTECTION STANDARDS—SDC 3.3-235

The Drinking Water Protection (DWP) Overlay District is established to protect aquifers used as potable water supply sources by the City from contamination. This Section establishes procedures and standards for the physical use of hazardous materials harmful to groundwater within TOTZ by new and existing land uses requiring development approval.

Finding #50. The Springfield Drinking Water Protection Area Map shows that the proposed development is located within the 10-20 year time of travel zone for the Sports Way wellhead.



Finding #51. SDC Section 3.3-230 lists exemptions from the Drinking Water Protection Overlay Permit. Section 3.3-230 (B) (9) states, "Fuel for emergency generators located at facilities that provide essential community services (including, but not limited to: hospitals, fire/life safety, police, public shelters, and **telephone systems**)." The proposed facility includes an emergency generator for the cell tower. The tower is a telecommunication facility which falls under the exemption provided in the development code.

Finding #52. The Springfield Utility Board (SUB) Water Division has provided comments and suggested conditions of approval for this application. While the project is exempt from permitting requirements, SUB staff has requested that the proposed cell tower facility comply with the following Conditions #3 and #4 described above.

NATURAL RESOURCES PROTECTION– SDC 4.3-117

SDC Section 4.3-117 (D) states, "Site Plan Review as specified in Section 5.17-100 shall be required for commercial, industrial and multi-unit residential developments which are proposed within 150-feet of a locally significant wetland or riparian area."

SDC Sections 4.3-115 and 4.3-117 describe protection standards for "Water Quality Limited Watercourses" and for riparian resource areas. These protections include a combination of development setbacks and in some cases, restoration requirements.

FINDING #53. The subject site is not part of or adjacent to any inventoried Natural Resources site or Water Quality Limited Watercourse. This criterion does not apply.

UTILITIES, FIRE PROTECTION AND PUBLIC EASEMENTS – SDC 4.3-120 THROUGH 4.3-140

SDC Section 4.3-130 (A) states that each development area shall be provided with a water system having sufficiently sized mains and lesser lines to furnish an adequate water supply to the development with sufficient access for maintenance." The Springfield Utility Board coordinates the design of the water system within Springfield city limits.
SDC Section 4.3-130 (B) states that fire hydrants and mains shall be installed by the developer as required by the Fire Marshal and the utility provider.

Section 4.3-140.A of the SDC requires applicants proposing developments make arrangements with the City and with each utility provider for the dedication of utility easements necessary to fully service the development or land beyond the development area. The minimum width for public utility easements adjacent to street rights of ways shall be 7 feet. The minimum width for all other public utility easements shall be 7 feet. The Public Works Director may require a larger easement to for adequate maintenance.

Finding #54. The proposed tower site is served by adequate water service and access for fire suppression response.

Finding #55. The applicant proposes to utilize a diesel powered generator. The Fire Marshal provided the following comment for the Development Review Committee meeting: "The installation of the diesel generator and fuel tank will require a fire department construction permit and plans submittal for review and approval by the fire department prior to installation. Also, an annual operational permit shall be in place prior to final approvals for this proposed facility." The required permit will be secured during construction review.

LANDSCAPING, SCREENING AND FENCE STANDARDS—SDC 4.4-100 THROUGH 4.4-115

SDC Section 4.4-100 through 4.4-115 details standards and requirements for landscaping, screening and fencing for new developments. Section 4.110 (A) lists those instances where screening is required.

Finding #56. Applicant's Submittal Sheet L-1 show the planned landscaping for the tower site and equipment shelter. The plan shows a combination of Emerald Arborvitae and low growing Oregon Grape will be used to screen the equipment shelter and surrounding fence. No irrigation system is shown for the landscaping.

SDC Section 4.4-105 (G)—Landscaping states: **"**All new required planting areas shall be provided with a permanent underground irrigation system unless where planted with native species or plant communities, or as may be exempted by the Director."

The Emerald Arborvitae is not drought tolerant and requires weekly watering. The Low Oregon Grape is a native plant which is draught tolerant and suitable, once established, for non-irrigated areas. As noted in **Condition #2**, the applicant shall be required to amend the planting plan to include all drought tolerant plant materials or show how other plants shall be irrigated to assure survival.

Finding #57. The applicant proposes to install a slatted cyclone fence with surrounding vegetation which will grow to soften the appearance of the tower base and equipment shelter. The applicant proposes to install barbed wire atop the fence. Barbed wire is allowed in commercial zones (Table 4.4-1, SDC Section 4.3-115 (B)).

LIGHTING AND GLARE- SDC 3.2-425 G.3., SDC4.3-110 G., SDC 4.5-110

SDC Section 4.5-110 A. states: All exterior light fixtures shall be shielded or recessed so that direct glare and reflection are contained within the boundaries of the property, and directed downward and away from abutting properties; public rights of way; and riparian, wetlands and other protected areas identified in this Code on the same property.

SDC Section 4.5-110B.2.b. states that the height of a free standing exterior light fixture within 50 feet of riparian area shall not exceed 12 feet.

Finding #58. The applicant's submittal does not show any external lighting for the tower or equipment shelter. Should exterior lighting be added to the proposed facility, SDC Section 4.5-110 A shall apply. **Condition #1** requires the applicant to provide evidence that all exterior light fixtures shall employ cut-off optics as required by this standard.

VEHICLE PARKING, LOADING AND BICYCLING PARKING STANDARDS—SDC 4.6-100

SDC Section 4.6 details development standards for vehicle parking, loading and bicycle parking. Section 4.6-125, (Table 4.6-2) identifies the minimum required off street parking for various land uses.

Finding #59. The proposed location of the equipment shelter will eliminate about three parking spaces. Sheet P-1 of the Applicant's Submittal shows that by increasing the number of compact parking spaces, the three spaces lost to the equipment shelter will be replaced. The approved site plan for Courtsports (File No. DRC2005-00022) required that no fewer than 150 spaces be provided. The Final Site Plan shows that 176 spaces were provided. The Courtsports facility has an excess number of spaces. The loss of parking spaces for installation of the tower and equipment shelter will not reduce the number of available parking spaces below the approved minimum.

Finding #60. SDC Section 4.3-120 G. states: "Not more than 30 percent of the total parking spaces in a parking lot may be designated for compact cars. These spaces shall be signed and/or the space painted with the words "Compact Car Only." The proposed creation of 36 compact spaces (Sheet P-1) does not exceed 30% of the total spaces.

Conclusion: As conditioned, the public and private improvements are sufficient to serve the proposed development. The proposed site plan satisfies this sub-element of the Criteria B and C.

"D. Parking areas and ingress-egress points have been designed to: facilitate vehicular traffic, bicycle and pedestrian safety to avoid congestion; provide connectivity within the development area and to adjacent residential areas, transit stops, neighborhood activity centers, and commercial, industrial and public areas; minimize driveways on

arterial and collector streets as specified in this Code or other applicable regulations and comply with the ODOT access management standards for State highways."

TRAFFIC STANDARDS—Section 4.2-105, 4.6-100

The Engineering and Design Standards and Procedures Manual and the City of Springfield Construction Standard Specifications Section(s) 317, 501, and 502, and Standard Drawings 5-1 to 5-25 provide design standards for streets and accessways. These standards are supplemented by the parking standards found in SDC Section 4.6-100.

Section 4.2-105.G.2 of the Springfield Development Code requires that whenever a proposed land division or development will increase traffic on the City street system and that development has any unimproved street frontage abutting a fully improved street, that street frontage shall be fully improved to City specifications. Exception (i) notes that in cases of unimproved streets, an Improvement Agreement shall be required as a condition of Development Approval postponing improvements until such time that a City Street improvement project is initiated.

Finding #61. No new streets or accessways are proposed by this application. The tower will be located in an area that is now used for landscaping. The equipment shelter will be located in an adjacent parking area. The location of the tower and equipment shelter will not interfere with existing vehicle circulation patterns on the Courtsports site. Sidewalks on the site will not be blocked.

<u>Conclusion:</u> The proposed site plan satisfies Criterion D.

"E. Physical features, including, but not limited to: steep slopes with unstable soil or geologic conditions; areas with susceptibility of flooding; significant clusters of trees and shrubs; watercourses shown on the WQLW Map and their associated riparian areas; other riparian areas and wetlands specified in Section 4.3-117; rock outcroppings; open spaces; and areas of historic and/or archaeological significance, as may be specified in Section 3.3-900 or ORS 97.740-760, 358.905-955 and 390.235-240, shall be protected as specified in this Code or in State or Federal law."

The City of Springfield maintains various inventories of locally significant physical features which may require protection or which may have an impact on the safety of the proposed development. Among these inventories are the Springfield Inventory of Natural Resource Sites, the Springfield Map of Water Quality-Limited Watercourses, Springfield Inventory of Historic Places, Springfield Local Wetland Inventory and others.

Finding #62. The subject site is not located within or adjacent to any of the physical features, inventoried natural resources, or watercourses listed in this criterion.

Conclusion: Criterion E does not apply to this proposal.

<u>Conclusion:</u> The proposed site plan as conditioned, can be made to conform to the Type III Site Plan Review criteria found in SDC 5.17-125 (A)-(E)

IV. DECISION--APPROVAL, WITH CONDITIONS, as of the date of this letter. This is a limited land use decision made according to city code and state statute. Unless appealed, the decision is final. Please read this document carefully. The standards of the Springfield Development Code (SDC) applicable to each criterion of Site Plan Modification Approval are listed herein and are satisfied by the submitted plans and notes unless specifically noted with findings and conditions necessary for compliance. Final Site Plans must be in conformance with the tentative site plan as conditioned. Building plans and site development must conform to the Final Site Plan. Approved Final Site Plans (including Landscape Plans) shall not be substantively changed during Building Permit Review without an approved Site Plan Modification Decision.

Other Uses That May Be Authorized By the Decision: None. The proposed uses are permitted in accordance with Springfield Development Code. No other uses are authorized by this decision. Final Site Plan and Building Plans must conform to this decision.

V. FEES AND PERMITS

Systems Development Charge:

Pay applicable Systems Development Charges when building permits are issued for developments within the City limits or within the Springfield Urban Growth Boundary. (The cost relates to the amount of increase in impervious surface area, transportation trip rates, and plumbing fixture units. Some exceptions apply to Springfield Urban Growth areas.) [Springfield Municipal Code Section 3.406]

Systems Development Charges (SDC's) will apply to the construction of buildings and site improvements within the subject site. The Charges will be based upon the rates in effect at the time of permit submittal for buildings or site improvements on each portion or phase of the development.

Sanitary Sewer In-Lieu-Of-Assessment Charge:

Pay a Sanitary Sewer In-Lieu-of-Assessment charge in addition to the regular connection fees if the property or portions of the property being developed have not previously been assessed or otherwise participated in the cost of a public sanitary sewer. Contact the Engineering Division to determine if In-Lieu-of-Assessment charge is applicable. [Ord 5584]

Other Public Works Permits that may be required:

Land & Drainage Alteration Permits (LDAP). [Contact the Springfield Public Works Department @ 726-5849 for appropriate applications/requirements]

V. SUMMARY OF CONDITIONS OF APPROVAL

WHAT NEEDS TO BE DONE BY THE APPLICANT TO OBTAIN FINAL SITE PLAN APPROVAL?

Final Site Plan: A Final Site Plan Application, the Final Site Plan Fee, five copies of a Final Site Plan and any additional required plans, documents or information are required to be submitted to the Planning Division **within 90 days of the date of this letter**.

This decision is based on the submitted Tentative Site Plan. The Final Site Plan must show conformity with the Tentative Site Plan, compliance with SDC 5.17-125 Criteria of Approval A-E, and the conditions of approval. The Final Site Plan shall become null and void if construction has not begun within two years of Final Site Plan approval, i.e. the signing of a Development Agreement. A single one-year extension may be granted by the Director upon receipt of a written request by the applicant including an explanation of the delay. Work under progress shall not be subject to Development Approval expiration.

Development Agreement: In order to complete the review process, a Development Agreement is required to ensure that the terms and conditions of site plan review are binding upon both the applicant and the City. This agreement will be prepared by Staff upon approval of the Final Site Plan and must be signed by the property owner prior to the issuance of a building permit. A Building Permit shall be issued by the Building Official only after the Development Agreement has been signed by the applicant and the Director. No building or structure shall be occupied until all improvements are made in accordance with SDC 5.17-140 C, except as specified in SDC 5.17 - 150, Security and Assurances. Upon satisfactory completion of site development, as determined by a Final Site Inspection (prior to the final building inspection), the City shall authorize the provision of public facilities and services and issue a Certificate of Occupancy.

Notes:

- An encroachment permit and a Land Drainage and Alteration Permit may be required for this development. The applicant shall not commence any construction activities on the site without an approved Land Drainage and Alteration Permit approved by City Public Works Department.

- Signs are regulated by the Springfield Municipal Code Article 9, Chapter 7. The number and placement of signs must be coordinated with the Community Services Division (726-3664). The location of signs shown in a site plan does not constitute approval from the Community Services Division. A separate sign permit is required.

Additional Information: The application, all documents, and evidence relied upon by the applicant, and the applicable criteria of approval are available for free inspection and copies are available at a cost of $0.75 for the first page and $0.50 for each additional page at the Development Services Department, 225 Fifth Street, Springfield, Oregon.

Appeals: If you wish to appeal this Tentative Site Plan Approval, a Type III Limited Land Use decision, your application must comply with SDC 5.3-100, APPEALS. Appeals must be submitted on a City form and a fee of $250.00 must be paid to the City at the time of submittal. The fee will be returned to the appellant if the Planning Commission approves the appeal application. In accordance with SDC 5.3-115 which provides for a 15 day appeal period.

Questions: Please contact Mark Metzger at the City of Springfield Urban Planning Division, 726-3775 if you have questions regarding this process.

City of Springfield
Development Services Department
225 Fifth Street
Springfield, OR 97477

SPRINGFIELD

Discretionary Use

Required Project Information	(Applicant: complete this section)		
Applicant Name:	Brandon Olsen	**Phone:**	503-691-4996
Company:	AT&T Mobility	**Fax:**	bo2293@att.com
Address:	19801 SW 72nd Ave, Tualatin, OR 97062		
Applicant's Rep.:	Steve Bodine	**Phone:**	503-544-9695
Company:	Lexcom Development Corp., For AT&T Mobility	**Fax:**	
Address:	9635 SW Washington St, Portland, OR 97225		
Property Owner:	Randy Cummings	**Phone:**	541-913-6493
Company:	TAJ Enterprises, Inc.	**Fax:**	N/A
Address:	19110 E. Poco Rio Drive, Rio Verde, AZ 85263		
ASSESSOR'S MAP NO:	0188532	**TAX LOT NO(S):**	1703220002603
Property Address:	2728 Pheasant Blvd, Springfield, OR 97477		
Size of Property:	3.02	**Acres** ☒	**Square Feet** ☐
Description of Proposal:	If you are filling in this form by hand, please attach your proposal description to this application. See Attached		
Existing Use:	Property currently maintains a fitness facility on site		
Signatures: Please sign and print your name and date in the appropriate box on the next page.			

Required Project Information	(City Intake Staff: complete this section)				
Associated Applications:	TYP214-00001 SPR		**Signs:**	to Steve Bodine	
Case No.:	TYP314-00002	**Date:**	1/30/2014	**Reviewed by:**	tar
Application Fee: $	3828	**Technical Fee: $**	191.40	**Postage Fee: $**	385
TOTAL FEES: $	4404.40	**PROJECT NUMBER:**	PRJ13-00031		

Date Received:

JAN 30 2014

Original Submittal

Revised 1/1/08 Molly Markarian

Owner Signatures

This application form is used for both the required pre-submittal meeting and subsequent complete application submittal. Owner signatures are required at both stages in the application process.

An application without the Owner's original signature will not be accepted.

Pre-Submittal

The undersigned acknowledges that the information in this application is correct and accurate for scheduling of the Pre- Submittal Meeting. If the applicant is not the owner, the owner hereby grants permission for the applicant to act in his/her behalf. I/we do hereby acknowledge that I/we are legally responsible for all statutory timelines, information, requests and requirements conveyed to my representative.

Owner: _____ **Date:** 12/26/13

Signature

Randy Cummings

Print

Submittal

I represent this application to be complete for submittal to the City. Consistent with the completeness check performed on this application at the Pre-Submittal Meeting, I affirm the information identified by the City as necessary for processing the application is provided herein or the information will not be provided if not otherwise contained within the submittal, and the City may begin processing the application with the information as submitted. This statement serves as written notice pursuant to the requirements of ORS 227.178 pertaining to a complete application.

Owner: _____ **Date:** 12/26/13

Signature

Randy Cummings

Print

Date Received:

JAN 30 2014

Original Submittal

1/30/14
AT&T Mobility-Proposed WTS Facility-Discretionary Use Review

Site Location: 2728 Pheasant Blvd., Springfield, OR 97477

Prepared by:
Steve Bodine, Lexcom Development Corp., For AT&T Mobility
615 8th Ave South, Seattle, WA 98104
503-544-9695
steve.bodine@lexcomcorp.com

Date Received:
JAN 30 2014
Original Submittal

Table of Contents

1. Discretionary Use Application Form
2. Copy of Deed
3. Copy of Preliminary Title Report
4. Copy of Site Plan
5. Narrative
6. Supporting Documentation and Exhibits

Date Received:
JAN 3 0 2014
Original Submittal

Discretionary Use Application Form

Date Received:

JAN 3 0 2014

Original Submittal

Copy of Deed

Date Received:

JAN 3 0 2014

Original Submittal

FirstAm 7191-1197018TM
1703220002603 / 0188522

After Recording Return To
First American Title
PO Box 10146
Eugene, OR 97440

45
10
11

RECORDATION REQUESTED BY:
Umpqua Bank
Lane County Commercial Loan Center
C/O Loan Support Services
PO Box 1580
Roseburg, OR 97470

Division of Chief Deputy Clerk
Lane County Deeds and Records

2008-022566

$66.00

00991626200800225660090095

04/22/2008 11:16:44 AM

RPR-DTR Cnt=1 Stn=6 CASHIER 07
$45.00 $10.00 $11.00

WHEN RECORDED MAIL TO:
Umpqua Bank
PO BOX 1580
Roseburg, OR 97470

SEND TAX NOTICES TO:
TAJ Enterprises, Inc.
4242 Commerce
Eugene, OR 97402

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

DEED OF TRUST

THIS DEED OF TRUST is dated April 8, 2008, among TAJ Enterprises, Inc., an Oregon Corporation ("Grantor"); Umpqua Bank, whose address is Lane County Commercial Loan Center, C/O Loan Support Services, PO Box 1580, Roseburg, OR 97470 (referred to below sometimes as "Lender" and sometimes as "Beneficiary"); and First American Title Insurance Company, whose address is 1700 NW Garden Valley Blvd Suite 204 / PO Box 1325, Roseburg, OR 97470 (referred to below as "Trustee").

CONVEYANCE AND GRANT. For valuable consideration, represented in the Note dated April 8, 2008, in the original principal amount of $1,695,500.00, from Grantor to Lender, Grantor conveys to Trustee for the benefit of Lender as Beneficiary all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, **(the "Real Property") located in Lane County, State of Oregon:**

Parcel 1, Land Partition Plat No. 95-P0692, Lane County Official Records, in Lane County, Oregon.

The Real Property or its address is commonly known as 2728 Pheasant Blvd., Springfield, OR 97477. The Real Property tax identification number is 0188522.

CROSS-COLLATERALIZATION. In addition to the Note, this Deed of Trust secures all obligations, debts and liabilities, plus interest thereon, of Grantor to Lender, or any one or more of them, as well as all claims by Lender against Grantor or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated, whether Grantor may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable. (Initial Here _____

Grantor presently assigns to Lender (also known as Beneficiary in this Deed of Trust) all of Grantor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

THIS DEED OF TRUST, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THE NOTE, THE RELATED DOCUMENTS, AND THIS DEED OF TRUST. THIS DEED OF TRUST IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Deed of Trust, Grantor shall pay to Lender all amounts secured by this Deed of Trust as they become due, and shall strictly and in a timely manner perform all of Grantor's obligations under the Note, this Deed of Trust, and the Related Documents.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Grantor agrees that Grantor's possession and use of the Property shall be governed by the following provisions:

Possession and Use. Until the occurrence of an Event of Default, Grantor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property. The following provisions relate to the use of the Property or to other limitations on the Property. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 197.352. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 197.352.

Duty to Maintain. Grantor shall maintain the Property in tenantable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

Compliance With Environmental Laws. Grantor represents and warrants to Lender that: (1) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; (2) Grantor has no knowledge of, or reason to believe that there has

Date Received:

JAN 3 0 2014

Original Submittal

been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property, or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (3) Except as previously disclosed to and acknowledged by Lender in writing, (a) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from the Property; and (b) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation all Environmental Laws. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Grantor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Deed of Trust. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Grantor or to any other person. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for Hazardous Substances. Grantor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws; and (2) agrees to indemnify, defend, and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Deed of Trust or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Grantor's ownership or interest in the Property, whether or not the same was or should have been known to Grantor. The provisions of this section of the Deed of Trust, including the obligation to indemnify and defend, shall survive the payment of the Indebtedness and the satisfaction and reconveyance of the lien of this Deed of Trust and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

Nuisance, Waste. Grantor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Grantor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), coal, clay, scoria, soil, gravel or rock products without Lender's prior written consent.

Removal of Improvements. Grantor shall not demolish or remove any Improvements from the Real Property without Lender's prior written consent. As a condition to the removal of any Improvements, Lender may require Grantor to make arrangements satisfactory to Lender to replace such Improvements with Improvements of at least equal value.

Lender's Right to Enter. Lender and Lender's agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests and to inspect the Real Property for purposes of Grantor's compliance with the terms and conditions of this Deed of Trust.

Compliance with Governmental Requirements. Grantor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property, including without limitation, the Americans With Disabilities Act. Grantor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Grantor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

Duty to Protect. Grantor agrees neither to abandon or leave unattended the Property. Grantor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

DUE ON SALE - CONSENT BY LENDER. Lender may, at Lender's option, declare immediately due and payable all sums secured by this Deed of Trust upon the sale or transfer, without Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest in the Real Property; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of an interest in the Real Property. If any Grantor is a corporation, partnership or limited liability company, transfer also includes any change in ownership of more than twenty-five percent (25%) of the voting stock, partnership interests or limited liability company interests, as the case may be, of such Grantor. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or by Oregon law.

TAXES AND LIENS. The following provisions relating to the taxes and liens on the Property are part of this Deed of Trust:

Payment. Grantor shall pay when due (and in all events prior to delinquency) all taxes, special taxes, assessments, charges (including water and sewer), fines and impositions levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Grantor shall maintain the Property free of all liens having priority over or equal to the interest of Lender under this Deed of Trust, except for the lien of taxes and assessments not due and except as otherwise provided in this Deed of Trust.

Right to Contest. Grantor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a lien arises or is filed as a result of nonpayment, Grantor shall within fifteen (15) days after the lien arises or, if a lien is filed, within fifteen (15) days after Grantor has notice of the filing, secure the discharge of the lien, or if requested by Lender, deposit with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and permissible fees, or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Grantor shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property. Grantor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

Evidence of Payment. Grantor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments against the Property.

Notice of Construction. Grantor shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialmen's lien, or other lien could be asserted on account of the work, services, or materials and the cost exceeds $25,000.00. Grantor will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Grantor can and will pay the cost of such improvements.

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PROPERTY DAMAGE INSURANCE. The following provisions relating to insuring the Property are a part of this Deed of Trust.

Maintenance of Insurance. Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all Improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender. Grantor shall also procure and maintain comprehensive general liability insurance in such coverage amounts as Lender may request with Trustee and Lender being named as additional insureds in such liability insurance policies. Additionally, Grantor shall maintain such other insurance, including but not limited to hazard, business interruption, and boiler insurance, as Lender may reasonably require. Policies shall be written in form, amounts, coverages and basis reasonably acceptable to Lender and issued by a company or companies reasonably acceptable to Lender. Grantor, upon request of Lender, will deliver to Lender from time to time the policies or certificates of insurance in form satisfactory to Lender, including stipulations that coverages will not be cancelled or diminished without at least ten (10) days prior written notice to Lender. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. Should the Real Property be located in an area designated by the Director of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain Federal Flood Insurance, if available, within 45 days after notice is given by Lender that the Property is located in a special flood hazard area, for the full unpaid principal balance of the loan and any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan.

Application of Proceeds. Grantor shall promptly notify Lender of any loss or damage to the Property if the estimated cost of repair or replacement exceeds $1,000.00. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at Lender's election, receive and retain the proceeds of any insurance and apply the proceeds to the reduction of the Indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If Lender elects to apply the proceeds to restoration and repair, Grantor shall repair or replace the damaged or destroyed Improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration if Grantor is not in default under this Deed of Trust. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Deed of Trust, then to pay accrued interest, and the remainder, if any, shall be applied to the principal balance of the Indebtedness. If Lender holds any proceeds after payment in full of the Indebtedness, such proceeds shall be paid to Grantor as Grantor's interests may appear.

Grantor's Report on Insurance. Upon request of Lender, however not more than once a year, Grantor shall furnish to Lender a report on each existing policy of insurance showing: (1) the name of the insurer; (2) the risks insured; (3) the amount of the policy; (4) the property insured, the then current replacement value of such property, and the manner of determining that value; and (5) the expiration date of the policy. Grantor shall, upon request of Lender, have an independent appraiser satisfactory to Lender determine the cash value replacement cost of the Property.

LENDER'S EXPENDITURES. If any action or proceeding is commenced that would materially affect Lender's interest in the Property or if Grantor fails to comply with any provision of this Deed of Trust or any Related Documents, including but not limited to Grantor's failure to discharge or pay when due any amounts Grantor is required to discharge or pay under this Deed of Trust or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Property and paying all costs for insuring, maintaining and preserving the Property. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Deed of Trust also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon Default.

WARRANTY; DEFENSE OF TITLE. The following provisions relating to ownership of the Property are a part of this Deed of Trust:

Title. Grantor warrants that: (a) Grantor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Deed of Trust, and (b) Grantor has the full right, power, and authority to execute and deliver this Deed of Trust to Lender.

Defense of Title. Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Grantor's title or the interest of Trustee or Lender under this Deed of Trust, Grantor shall defend the action at Grantor's expense. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Grantor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

Compliance With Laws. Grantor warrants that the Property and Grantor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

Survival of Representations and Warranties. All representations, warranties, and agreements made by Grantor in this Deed of Trust shall survive the execution and delivery of this Deed of Trust, shall be continuing in nature, and shall remain in full force and effect until such time as Grantor's Indebtedness shall be paid in full.

CONDEMNATION. The following provisions relating to condemnation proceedings are a part of this Deed of Trust:

Proceedings. If any proceeding in condemnation is filed, Grantor shall promptly notify Lender in writing, and Grantor shall promptly take such steps as may be necessary to defend the action and obtain the award. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Grantor will deliver or cause to be delivered to Lender such instruments and documentation as may be requested by Lender from time to time to permit such participation.

Application of Net Proceeds. If all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation, Lender may at its election require that all or any portion of the net proceeds of the award be applied to

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the Indebtedness or the repair or restoration of the Property. The net proceeds of the award shall mean the award after payment of all reasonable costs, expenses, and attorneys' fees incurred by Trustee or Lender in connection with the condemnation.

IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES. The following provisions relating to governmental taxes, fees and charges are a part of this Deed of Trust:

Current Taxes, Fees and Charges. Upon request by Lender, Grantor shall execute such documents in addition to this Deed of Trust and take whatever other action is requested by Lender to perfect and continue Lender's lien on the Real Property. Grantor shall reimburse Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Deed of Trust, including without limitation all taxes, fees, documentary stamps, and other charges for recording or registering this Deed of Trust.

Taxes. The following shall constitute taxes to which this section applies: (1) a specific tax upon this type of Deed of Trust or upon all or any part of the Indebtedness secured by this Deed of Trust; (2) a specific tax on Grantor which Grantor is authorized or required to deduct from payments on the Indebtedness secured by this type of Deed of Trust; (3) a tax on this type of Deed of Trust chargeable against the Lender or the holder of the Note; and (4) a specific tax on all or any portion of the Indebtedness or on payments of principal and interest made by Grantor.

Subsequent Taxes. If any tax to which this section applies is enacted subsequent to the date of this Deed of Trust, this event shall have the same effect as an Event of Default, and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Grantor either (1) pays the tax before it becomes delinquent, or (2) contests the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

SECURITY AGREEMENT; FINANCING STATEMENTS. The following provisions relating to this Deed of Trust as a security agreement are a part of this Deed of Trust:

Security Agreement. This instrument shall constitute a Security Agreement to the extent any of the Property constitutes fixtures, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.

Security Interest. Upon request by Lender, Grantor shall take whatever action is requested by Lender to perfect and continue Lender's security interest in the Rents and Personal Property. In addition to recording this Deed of Trust in the real property records, Lender may, at any time and without further authorization from Grantor, file executed counterparts, copies or reproductions of this Deed of Trust as a financing statement. Grantor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Grantor shall not remove, sever or detach the Personal Property from the Property. Upon default, Grantor shall assemble any Personal Property not affixed to the Property in a manner and at a place reasonably convenient to Grantor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender to the extent permitted by applicable law.

Addresses. The mailing addresses of Grantor (debtor) and Lender (secured party) from which information concerning the security interest granted by this Deed of Trust may be obtained (each as required by the Uniform Commercial Code) are as stated on the first page of this Deed of Trust.

FURTHER ASSURANCES; ATTORNEY-IN-FACT. The following provisions relating to further assurances and attorney-in-fact are a part of this Deed of Trust:

Further Assurances. At any time, and from time to time, upon request of Lender, Grantor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refiled, or rerecorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (1) Grantor's obligations under the Note, this Deed of Trust, and the Related Documents, and (2) the liens and security interests created by this Deed of Trust as first and prior liens on the Property, whether now owned or hereafter acquired by Grantor. Unless prohibited by law or Lender agrees to the contrary in writing, Grantor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

Attorney-in-Fact. If Grantor fails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Grantor and at Grantor's expense. For such purposes, Grantor hereby irrevocably appoints Lender as Grantor's attorney-in-fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph.

FULL PERFORMANCE. If Grantor pays all the Indebtedness when due, and otherwise performs all the obligations imposed upon Grantor under this Deed of Trust, Lender shall execute and deliver to Trustee a request for full reconveyance and shall execute and deliver to Grantor suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Personal Property. Any reconveyance fee required by law shall be paid by Grantor, if permitted by applicable law.

EVENTS OF DEFAULT. Each of the following, at Lender's option, shall constitute an Event of Default under this Deed of Trust:

Payment Default. Grantor fails to make any payment when due under the Indebtedness.

Other Defaults. Grantor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Deed of Trust or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Grantor.

Compliance Default. Failure to comply with any other term, obligation, covenant or condition contained in this Deed of Trust, the Note or in any of the Related Documents.

Default on Other Payments. Failure of Grantor within the time required by this Deed of Trust to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

Environmental Default. Failure of any party to comply with or perform when due any term, obligation, covenant or condition contained in any environmental agreement executed in connection with the Property.

False Statements. Any warranty, representation or statement made or furnished to Lender by Grantor or on Grantor's behalf under this Deed of Trust or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

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Defective Collateralization. This Deed of Trust or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

Insolvency. The dissolution or termination of Grantor's existence as a going business, the insolvency of Grantor, the appointment of a receiver for any part of Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Grantor or by any governmental agency against any property securing the Indebtedness. This includes a garnishment of any of Grantor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Grantor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Grantor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Breach of Other Agreement. Any breach by Grantor under the terms of any other agreement between Grantor and Lender that is not remedied within any grace period provided therein, including without limitation any agreement concerning any indebtedness or other obligation of Grantor to Lender, whether existing now or later.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any Guarantor of any of the Indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

Adverse Change. A material adverse change occurs in Grantor's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

Insecurity. Lender in good faith believes itself insecure.

Right to Cure. If any default, other than a default in payment is curable and if Grantor has not been given a notice of a breach of the same provision of this Deed of Trust within the preceding twelve (12) months, it may be cured if Grantor, after receiving written notice from Lender demanding cure of such default: (1) cures the default within fifteen (15) days; or (2) if the cure requires more than fifteen (15) days, immediately initiates steps which Lender deems in Lender's sole discretion to be sufficient to cure the default and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

RIGHTS AND REMEDIES ON DEFAULT. If an Event of Default occurs under this Deed of Trust, at any time thereafter, Trustee or Lender may exercise any one or more of the following rights and remedies:

Election of Remedies. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Deed of Trust, after Grantor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies.

Accelerate Indebtedness. Lender shall have the right at its option without notice to Grantor to declare the entire Indebtedness immediately due and payable, including any prepayment penalty which Grantor would be required to pay.

Foreclosure. With respect to all or any part of the Real Property, the Trustee shall have the right to foreclose by notice and sale, and Lender shall have the right to foreclose by judicial foreclosure, in either case in accordance with and to the full extent provided by applicable law. If this Deed of Trust is foreclosed by judicial foreclosure, Lender will be entitled to a judgment which will provide that if the foreclosure sale proceeds are insufficient to satisfy the judgment, execution may issue for the amount of the unpaid balance of the judgment.

UCC Remedies. With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code.

Collect Rents. Lender shall have the right, without notice to Grantor to take possession of and manage the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the Indebtedness. In furtherance of this right, Lender may require any tenant or other user of the Property to make payments of rent or use fees directly to Lender. If the Rents are collected by Lender, then Grantor irrevocably designates Lender as Grantor's attorney-in-fact to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

Appoint Receiver. Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

Tenancy at Sufferance. If Grantor remains in possession of the Property after the Property is sold as provided above or Lender otherwise becomes entitled to possession of the Property upon default of Grantor, Grantor shall become a tenant at sufferance of Lender or the purchaser of the Property and shall, at Lender's option, either (1) pay a reasonable rental for the use of the Property, or (2) vacate the Property immediately upon the demand of Lender.

Other Remedies. Trustee or Lender shall have any other right or remedy provided in this Deed of Trust or the Note or available at law or in equity.

Notice of Sale. Lender shall give Grantor reasonable notice of the time and place of any public sale of the Personal Property or of the time after which any private sale or other intended disposition of the Personal Property is to be made. Reasonable notice shall mean notice given at least fifteen (15) days before the time of the sale or disposition. Any sale of the Personal Property may be made in conjunction with any sale of the Real Property.

Sale of the Property. To the extent permitted by applicable law, Grantor hereby waives any and all rights to have the Property marshalled. In exercising its rights and remedies, the Trustee or Lender shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property.

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Expenses. If Lender institutes any suit or action to enforce any of the terms of this Deed of Trust, Lender shall be entitled to recover such sum as the court may adjudge reasonable. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees, title insurance, and fees for the Trustee, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

Rights of Trustee. Trustee shall have all of the rights and duties of Lender as set forth in this section.

POWERS AND OBLIGATIONS OF TRUSTEE. The following provisions relating to the powers and obligations of Trustee are part of this Deed of Trust:

Powers of Trustee. In addition to all powers of Trustee arising as a matter of law, Trustee shall have the power to take the following actions with respect to the Property upon the written request of Lender and Grantor: (a) join in preparing and filing a map or plat of the Real Property, including the dedication of streets or other rights to the public; (b) join in granting any easement or creating any restriction on the Real Property; and (c) join in any subordination or other agreement affecting this Deed of Trust or the interest of Lender under this Deed of Trust.

Obligations to Notify. Trustee shall not be obligated to notify any other party of a pending sale under any other trust deed or lien, or of any action or proceeding in which Grantor, Lender, or Trustee shall be a party, unless the action or proceeding is brought by Trustee.

Trustee. Trustee shall meet all qualifications required for Trustee under applicable law. In addition to the rights and remedies set forth above, with respect to all or any part of the Property, the Trustee shall have the right to foreclose by notice and sale, and Lender shall have the right to foreclose by judicial foreclosure, in either case in accordance with and to the full extent provided by applicable law.

Successor Trustee. Lender, at Lender's option, may from time to time appoint a successor Trustee to any Trustee appointed under this Deed of Trust by an instrument executed and acknowledged by Lender and recorded in the office of the recorder of Lane County, State of Oregon. The instrument shall contain, in addition to all other matters required by state law, the names of the original Lender, Trustee, and Grantor, the book and page where this Deed of Trust is recorded, and the name and address of the successor trustee, and the instrument shall be executed and acknowledged by Lender or its successors in interest. The successor trustee, without conveyance of the Property, shall succeed to all the title, power, and duties conferred upon the Trustee in this Deed of Trust and by applicable law. This procedure for substitution of Trustee shall govern to the exclusion of all other provisions for substitution.

NOTICES. Any notice required to be given under this Deed of Trust, including without limitation any notice of default and any notice of sale shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Deed of Trust. All copies of notices of foreclosure from the holder of any lien which has priority over this Deed of Trust shall be sent to Lender's address, as shown near the beginning of this Deed of Trust. Any party may change its address for notices under this Deed of Trust by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors.

ATTORNEY FEES AND EXPENSES. The undersigned agrees to pay on demand all of Lender's costs and expenses, including Lender's attorney fees and legal expenses, incurred in connection with enforcement of this Agreement. Lender may hire or pay someone else to help enforce this Agreement. Lender may also use attorneys who are salaried employees of Lender to enforce this Agreement. The undersigned shall pay all costs and expenses of all such enforcement. In the event arbitration, suit, action or other legal proceeding is brought to interpret or enforce this Agreement, the undersigned agrees to pay all additional sums as the arbitrator or court may adjudge reasonable as Lender's costs, disbursements, and attorney fees at hearing, trial, and on any and all appeals. As used in this paragraph "Agreement" means the loan agreement, promissory note, guaranty, security agreement, or other agreement, document, or instrument in which this paragraph is found, even if this document is also described by another name. Whether or not an arbitration or court action is filed, all reasonable attorney fees and expenses Lender incurs in protecting its interests and/or enforcing this Agreement shall become part of the Indebtedness evidenced or secured by this Agreement, shall bear interest at the highest applicable rate under the promissory note or credit agreement, and shall be paid to Lender by the other party or parties signing this Agreement on demand. The attorney fees and expenses covered by this paragraph include without limitation all of Lender's attorney fees (including the fees charged by Lender's in-house attorneys, calculated at hourly rates charged by attorneys in private practice with comparable skill and experience), Lender's fees and expenses for bankruptcy proceedings (including efforts to modify, vacate, or obtain relief from any automatic stay), fees and expenses for Lender's post-judgment collection activities, Lender's cost of searching lien records, searching public record databases, on-line computer legal research, title reports, surveyor reports, appraisal reports, collateral inspection reports, title insurance, and bonds issued to protect Lender's collateral, all to the fullest extent allowed by law.

WAIVE JURY. All parties hereby waive the right to any jury trial in any action, proceeding or counterclaim brought by any party against any other party.

APPRAISAL. If at any time during the term of this Deed of Trust the Lender, in the reasonable exercise of its judgment, determines that it is likely that there has been a material adverse change in the value of the Real Property, Lender may obtain, at Borrower's expense, an appraisal of the Real Property prepared by an appraiser satisfactory to Lender and in a form and substance satisfactory to Lender.

VENUE. The loan transaction that is evidenced by this Agreement has been applied for, considered, approved and made in the State of Oregon. If there is a lawsuit relating to this Agreement, the undersigned shall, at Lender's request, submit to the jurisdiction of the courts of Lane, Douglas or Washington County, Oregon, as selected by Lender, in its sole discretion, except and only to the extent of procedural matters related to Lender's perfection and enforcement of its rights and remedies against the collateral for the loan, if the law requires that such a suit be brought in another jurisdiction. As used in this paragraph, the term "Agreement" means the promissory note, guaranty, security agreement or other agreement, document or instrument in which this paragraph is found, even if this document is described by another name, as well.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Deed of Trust:

Amendments. This Deed of Trust, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Deed of Trust. No alteration of or amendment to this Deed of Trust shall be effective unless given in

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writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Annual Reports. If the Property is used for purposes other than Grantor's residence, Grantor shall furnish to Lender, upon request, a certified statement of net operating income received from the Property during Grantor's previous fiscal year in such form and detail as Lender shall require. "Net operating income" shall mean all cash receipts from the Property less all cash expenditures made in connection with the operation of the Property.

Arbitration. Grantor and Lender agree that all disputes, claims and controversies between them whether individual, joint, or class in nature, arising from this Deed of Trust or otherwise, including without limitation contract and tort disputes, shall be arbitrated pursuant to the Rules of the American Arbitration Association in effect at the time the claim is filed, upon request of either party. No act to take or dispose of any Property shall constitute a waiver of this arbitration agreement or be prohibited by this arbitration agreement. This includes, without limitation, obtaining injunctive relief or a temporary restraining order; foreclosing by notice and sale under any deed of trust or mortgage; obtaining a writ of attachment or imposition of a receiver; or exercising any rights relating to personal property, including taking or disposing of such property with or without judicial process pursuant to Article 9 of the Uniform Commercial Code. Any disputes, claims, or controversies concerning the lawfulness or reasonableness of any act, or exercise of any right, concerning any Property, including any claim to rescind, reform, or otherwise modify any agreement relating to the Property, shall also be arbitrated, provided however that no arbitrator shall have the right or the power to enjoin or restrain any act of any party. Judgment upon any award rendered by any arbitrator may be entered in any court having jurisdiction. Nothing in this Deed of Trust shall preclude any party from seeking equitable relief from a court of competent jurisdiction. The statute of limitations, estoppel, waiver, laches, and similar doctrines which would otherwise be applicable in an action brought by a party shall be applicable in any arbitration proceeding, and the commencement of an arbitration proceeding shall be deemed the commencement of an action for these purposes. The Federal Arbitration Act shall apply to the construction, interpretation, and enforcement of this arbitration provision.

Caption Headings. Caption headings in this Deed of Trust are for convenience purposes only and are not to be used to interpret or define the provisions of this Deed of Trust.

Merger. There shall be no merger of the interest or estate created by this Deed of Trust with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

Governing Law. This Deed of Trust will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Oregon without regard to its conflicts of law provisions. This Deed of Trust has been accepted by Lender in the State of Oregon.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Deed of Trust unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Deed of Trust shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Deed of Trust. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Deed of Trust, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Severability. If a court of competent jurisdiction finds any provision of this Deed of Trust to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Deed of Trust. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Deed of Trust shall not affect the legality, validity or enforceability of any other provision of this Deed of Trust.

Successors and Assigns. Subject to any limitations stated in this Deed of Trust on transfer of Grantor's interest, this Deed of Trust shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Deed of Trust and the Indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Deed of Trust or liability under the Indebtedness.

Time is of the Essence. Time is of the essence in the performance of this Deed of Trust.

Waiver of Homestead Exemption. Grantor hereby releases and waives all rights and benefits of the homestead exemption laws of the State of Oregon as to all Indebtedness secured by this Deed of Trust.

Commercial Deed of Trust. Grantor agrees with Lender that this Deed of Trust is a commercial deed of trust and that Grantor will not change the use of the Property without Lender's prior written consent.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Deed of Trust. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Deed of Trust shall have the meanings attributed to such terms in the Uniform Commercial Code:

Beneficiary. The word "Beneficiary" means Umpqua Bank, and its successors and assigns.

Borrower. The word "Borrower" means TAJ Enterprises, Inc. and includes all co-signers and co-makers signing the Note and all their successors and assigns.

Deed of Trust. The words "Deed of Trust" mean this Deed of Trust among Grantor, Lender, and Trustee, and includes without limitation all assignment and security interest provisions relating to the Personal Property and Rents.

Default. The word "Default" means the Default set forth in this Deed of Trust in the section titled "Default".

Environmental Laws. The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or

Date Received:

JAN 3 0 2014

Original Submittal

regulations adopted pursuant thereto or intended to protect human health or the environment.

Event of Default. The words "Event of Default" mean any of the events of default set forth in this Deed of Trust in the events of default section of this Deed of Trust.

Grantor. The word "Grantor" means TAJ Enterprises, Inc..

Guarantor. The word "Guarantor" means any guarantor, surety, or accommodation party of any or all of the Indebtedness.

Guaranty. The word "Guaranty" means the guaranty from Guarantor to Lender, including without limitation a guaranty of all or part of the Note.

Hazardous Substances. The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum, including crude oil and any fraction thereof and asbestos.

Improvements. The word "Improvements" means all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

Indebtedness. The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Trustee or Lender to enforce Grantor's obligations under this Deed of Trust, together with interest on such amounts as provided in this Deed of Trust. Specifically, without limitation, Indebtedness includes all amounts that may be indirectly secured by the Cross-Collateralization provision of this Deed of Trust.

Lender. The word "Lender" means Umpqua Bank, its successors and assigns.

Note. The word "Note" means the promissory note dated April 8, 2008, **in the original principal amount of $1,695,500.00** from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. The maturity date of the Note is April 10, 2018.

Personal Property. The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

Property. The word "Property" means collectively the Real Property and the Personal Property.

Real Property. The words "Real Property" mean the real property, interests and rights, as further described in this Deed of Trust.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

Rents. The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

Trustee. The word "Trustee" means First American Title Insurance Company, whose address is 1700 NW Garden Valley Blvd Suite 204 / PO Box 1325, Roseburg, OR 97470 and any substitute or successor trustees.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS DEED OF TRUST, AND GRANTOR AGREES TO ITS TERMS.

GRANTOR:

TAJ ENTERPRISES, INC.

By: Terry P. Cummings
Terry P. Cummings, President of TAJ Enterprises, Inc.

By: Joan D. Cummings
Joan D. Cummings, Secretary of TAJ Enterprises, Inc.

JULIE JACOBSON
NOTARY PUBLIC - ARIZONA
MARICOPA COUNTY
My Commission Expires
February 4, 2011

JULIE JACOBSON
NOTARY PUBLIC - ARIZONA
MARICOPA COUNTY
My Commission Expires
February 4, 2011

Date Received:

JAN 3 0 2014

Original Submittal

CORPORATE ACKNOWLEDGMENT

STATE OF ARIZONA)
) SS
COUNTY OF MARICOPA)

JULIE JACOBSON NOTARY PUBLIC - ARIZONA MARICOPA COUNTY My Commission Expires February 4, 2011

On this 19TH day of APRIL, 20 08, before me, the undersigned Notary Public, personally appeared Terry P. Cummings, President of TAJ Enterprises, Inc., and known to me to be an authorized agent of the corporation that executed the Deed of Trust and acknowledged the Deed of Trust to be the free and voluntary act and deed of the corporation, by authority of its Bylaws or by resolution of its board of directors, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this Deed of Trust and in fact executed the Deed of Trust on behalf of the corporation.

By Julie Jacobson Residing at 16925 E. Shea Blvd, Ftn Hills

Notary Public in and for the State of ARIZONA My commission expires February 4, 2011

CORPORATE ACKNOWLEDGMENT

STATE OF ARIZONA)
) SS
COUNTY OF MARICOPA)

JULIE JACOBSON NOTARY PUBLIC - ARIZONA MARICOPA COUNTY My Commission Expires February 4, 2011

On this 19TH day of APRIL, 20 08, before me, the undersigned Notary Public, personally appeared Joan D. Cummings, Secretary of TAJ Enterprises, Inc., and known to me to be an authorized agent of the corporation that executed the Deed of Trust and acknowledged the Deed of Trust to be the free and voluntary act and deed of the corporation, by authority of its Bylaws or by resolution of its board of directors, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this Deed of Trust and in fact executed the Deed of Trust on behalf of the corporation.

By Julie Jacobson Residing at 16925 E Shea Blvd, Ftn Hills

Notary Public in and for the State of ARIZONA My commission expires February 4, 2011

REQUEST FOR FULL RECONVEYANCE

(To be used only when obligations have been paid in full)

To: _____, Trustee

The undersigned is the legal owner and holder of all indebtedness secured by this Deed of Trust. All sums secured by this Deed of Trust have been fully paid and satisfied. You are hereby directed, upon payment to you of any sums owing to you under the terms of this Deed of Trust or pursuant to any applicable statute, to cancel the Note secured by this Deed of Trust (which is delivered to you together with this Deed of Trust), and to reconvey, without warranty, to the parties designated by the terms of this Deed of Trust, the estate now held by you under this Deed of Trust. Please mail the reconveyance and Related Documents to:

_____.

Date: _____ Beneficiary: _____

By: _____

Its: _____

LASER PRO Lending, Ver. 5.39.00.008 Copr. Harland Financial Solutions, Inc. 1997, 2008. All Rights Reserved. - OR D:\LPRO\CFI\LPL\G01.FC TR-40211 PR-62

Date Received:

JAN 30 2014

Copy of Preliminary Title Report

Date Received:

JAN 3 0 2014

Original Submittal

First American

First American Title Company of Oregon
2892 Crescent Avenue
Eugene, OR 97408-7397
Phn - (541)484-2900
Fax - (877)783-9167

LANE COUNTY TITLE UNIT
FAX (877)783-9167

Title Officer: **Jan Anderson**
(541)484-2900
janandersen@firstam.com

SUPPLEMENTAL LOT BOOK SERVICE

Lexcom Development
617 8th AVE S
Seattle, WA 98104

Order No.: 7199-2162546
January 02, 2014

Attn: Danielle Page
Phone No.: (206)369-6323 - Fax No.:
Email: danielle.page@lexcomcorp.com

Re:

Fee: $100.00

We have searched our Tract Indices as to the following described property:

PARCEL 1, LAND PARTITION PLAT NO. 95-P0692, LANE COUNTY OFFICIAL RECORDS, IN LANE COUNTY, OREGON.

and as of December 27, 2013 at 8:00 a.m.

We find that the last deed of record runs to

TAJ Enterprises, Inc., an Oregon Corporation

We find the following apparent encumbrances within ten (10) years prior to the effective date hereof:

1. City liens, if any, of the City of Springfield.

   Note: There are no liens as of 12-27-2013. All outstanding utility and user fees are not liens and therefore are excluded from coverage.

2. Easements, restrictions and/or notes as shown on plat.

3. Overhead power line along the west line as disclosed by that survey by James F. Udell Engineering & Surveying, dated April 19, 1994

Date Received:

JAN 3 0 2014

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4. Easement, including terms and provisions contained therein:
   Recording Information: October 12, 1994 in Reel 2001R, Reception No. 94-72937
   In Favor of: City of Springfield, a municipal corporation
   For: sanitary sewer

5. Improvement Agreement and the terms and conditions thereof:
   Between: City of Springfield
   And: Glenn M. Kotara and Robert G. Hoag
   Recording Information: June 29, 1995 in Reel 2075, Reception No. 95-35512

6. Improvement Agreement, including terms and provisions thereof.
   Recorded: October 30, 1998, Reception No. 98-86951

7. City of Springfield Improvement Agreement and Application for Sewer Hookup, including terms and provisions thereof.
   Recorded: February 19, 1999 in Reel 2518, Reception No. 99-015668

8. System Development Charge Agreement for Deferral, including terms and provisions thereof.
   Recorded: February 19, 1999 in Reel 2518, Reception No. 99-015670

9. Deed of Trust and the terms and conditions thereof.
   Grantor/Trustor: TAJ Enterprises, Inc., an Oregon Corporation
   Grantee/Beneficiary: Umpqua Bank
   Trustee: First American Title Insurance Company
   Amount: $1,695,500.00
   Recorded: April 22, 2008
   Recording Information: 2008-022566

10. Assignment of leases and/or rents and the terms and conditions thereof:
    Assignor: TAJ Enterprises, Inc., an Oregon Corporation
    Assignee: Umpqua Bank
    Recorded: April 22, 2008
    Recording Information: 2008-022567

11. Financing Statement, indicating a Security Agreement
    Debtor: TAJ Enterprises, Inc., an Oregon Corporation
    Secured Party: Umpqua Bank
    Recorded: April 22, 2008
    Recording Information: 2008-022568

12. Unrecorded leases or periodic tenancies, if any.

We have also searched our General Index for Judgments and State and Federal Liens against the Grantee(s) named above and find:

NONE

Date Received:

JAN 3 0 2014

Original Submittal 18

We find the following unpaid taxes: NONE

THIS IS NOT a title report since no examination has been made of the title to the above described property. Our search for apparent encumbrances was limited to our Tract Indices, and therefore above listings do not include additional matters which might have been disclosed by an examination of the record title. We assume no liability in connection with this Lot Book Service and will not be responsible for errors or omissions therein. The charge for this service will not include supplemental reports, rechecks or other services.

Date Received:

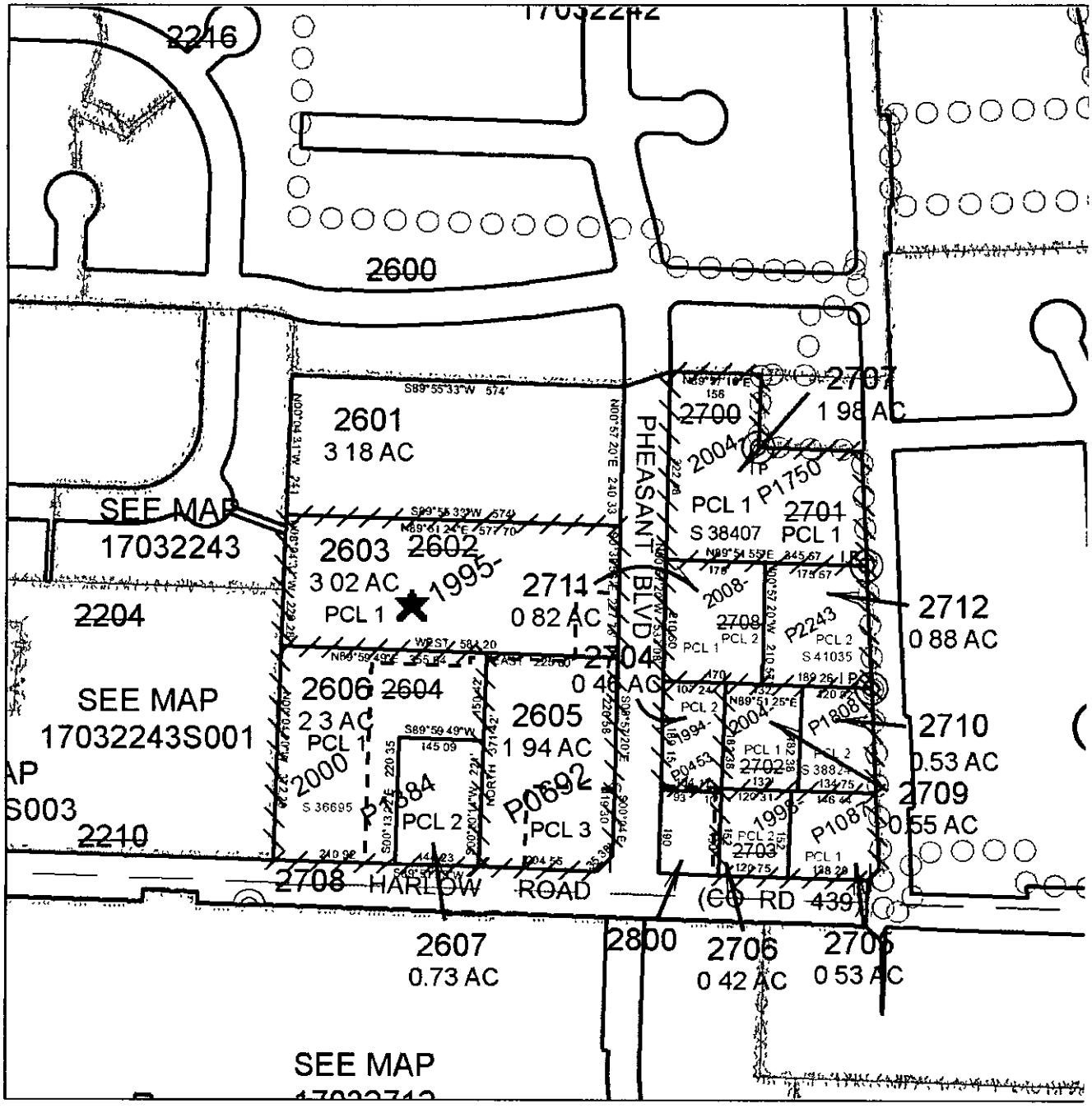
JAN 3 0 2014

Original Submittal

First American Title

First American Title

600 Country Club Road, Eugene, OR 97401
Phone: (541) 484-2900 Fax: (877) 783-9167
Email: cs.eugene.or@firstam.com
Web: http://local.firstam.com/title-or/lane/



Map # : 17 03 22 00 02603 000

Date Received:
JAN 3 0 2014
Original Submittal

COMPLIMENTS OF FIRST AMERICAN TITLE LANE COUNTY OREGON.
THIS MAP IS NOT A SURVEY THEREFORE WE ASSUME NO LIABILITY FOR INACCURACIES

10

9472937

EASEMENT

THIS INDENTURE MADE and entered into this 21st day of July, 1994 by and between GLENN M. KOTARA, hereinafter referred to as the Grantors, and the CITY OF SPRINGFIELD, a municipal corporation, in Lane County, hereinafter referred to as the Grantee.

WITNESSETH: In consideration of the acceptance by Grantee and the use or holding of said easement for present or future public use by Grantee, Grantors hereby grant, bargain, sell, and convey unto the Grantee, a perpetual easement 20 feet in width, together with the right to go upon said easement area hereinafter described for the purpose of constructing, reconstructing, maintaining, and using a sanitary sewer which may hereafter be installed on the following described property, to-wit:

> Beginning at a point on the West line of that real property described as Parcel 1 in Instrument Number 9325552, Reel 1844R, Lane County, Oregon, Deed Records, 241 feet South of the Northwest corner; thence South 89°51'24" West, 577.70 feet; thence South 20 feet along the East line of said property; thence North 89°51'24" East, to the West line of said property; thence North 20 feet along the West line of said property to the true point of beginning (see Attachment A).

56570CT.12'94#06REC 10.00
56570CT.12'94#06PFUND 10.00

TO HAVE AND TO HOLD the above easement to the said Grantee, its heirs and assigns forever.

IN ADDITION THERETO, the Grantors do hereby give and grant unto the City of Springfield a construction easement of 35 feet in width along and abutting the South side and for the full length of the aforementioned and described perpetual easement for the purpose of giving a work area during the construction of a sanitary sewer within the perpetual easement.

TO HAVE AND TO HOLD said construction easement unto the said City of Springfield and to its successors and assigns, during the construction of the sanitary sewer. Upon the construction of the sanitary sewer and its acceptance for use, the construction easement herein named shall become void.

IN WITNESS WHEREOF, the Grantors above named have hereunto set their hands and seals this 21st day of July, 1994.

Glenn M Kotara (SEAL) _____ (SEAL)

_____ (SEAL) _____ (SEAL)

STATE OF OREGON,)
Lane) SS
COUNTY OF LANE)

BE IT REMEMBERED, that on this 21st day of July, 1994, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named Glen M. Kotara, known to me to be the identical individual described in and who executed the within instrument and acknowledged to me that he executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last

OFFICIAL SEAL
JANICE DANANER
NOTARY PUBLIC - OREGON
COMMISSION NO. 021509
MY COMMISSION EXPIRES FEB 13, 1997

Notary Public for Oregon

My Commission Expires 2-13-97

RETURN TO:
CITY OF SPRINGFIELD PUBLIC WORKS DEPT, 225 FIFTH STREET SPRINGFIELD, OREGON

CVORJ6095 WPS

1703 22 00 02602
E 2956

Date Received:

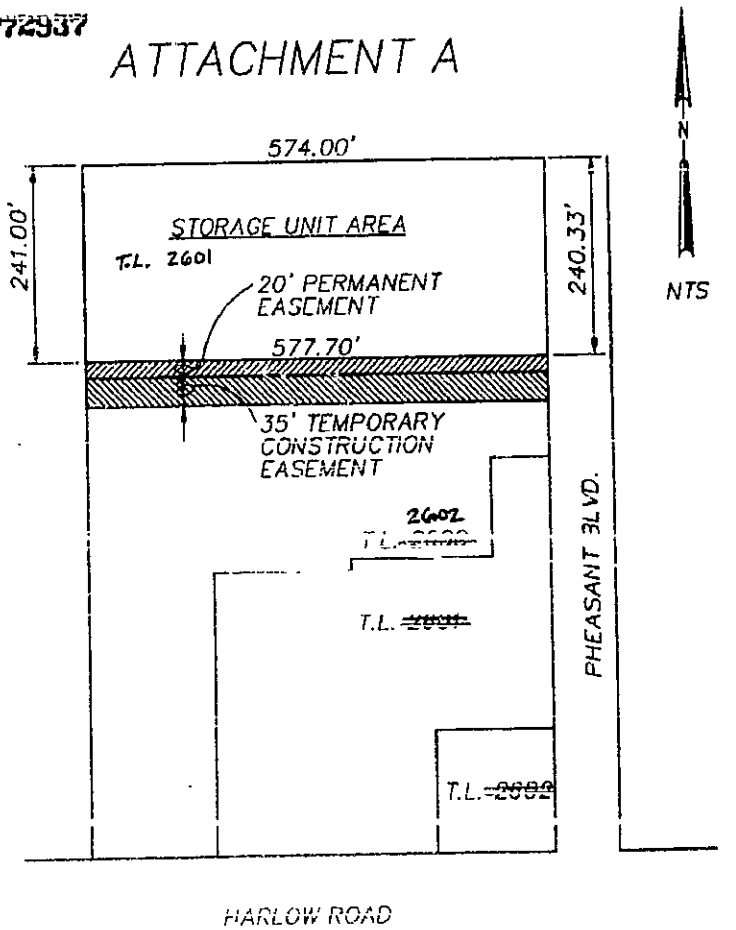
JAN 3 0 2014

Original Submittal

Description: Lane,OR Document - Year.DocID 1994.19472937 Page: 1 of 1
Order: 1234 Comment:

9472937

ATTACHMENT A



EASEMENT MAP
GLENN M. KOTARA PROPERTY

17 03 22 00 02602

EASE2A.DWG

E2956

Date Received:

JAN 30 2014

Original Submittal

Description: Lane,OR Document - Year.DocID 1994.72937 Page: 2 Of 3
Order: 1234 Comment:

9535512 IMPROVEMENT AGREEMENT

IN CONSIDERATION of the covenants herein recited, the City of Springfield, hereinafter referred to as City, and Glenn M. Kotara and Robert G. Foag, hereinafter referred to as Applicant, do covenant and agree as follows:

WHEREAS Applicant desires Development Approval from City; and

WHEREAS, any future development within City or within City's Urban Growth Boundary located in Lane County will cause both an immediate and long-term demand on the various public facilities of City and Lane County;

NOW THEREFORE, Applicant and City agree to the following schedule of public facility improvements and respective cost assumption policy:

STREET IMPROVEMENTS along the frontage of Pheasant Boulevard
to include: ( ) surface paving; ( ) storm sewers; ( ) sanitary sewers; ( ) curbs;
( ) gutters; ( ) planter strips; ( ) street trees; ( ) street lights; (x) sidewalks.

TRAFFIC SIGNALS at the intersection of _____

OTHER IMPROVEMENTS _____

LEGAL DESCRIPTION: (Place here or see Attachment A)

6521JUN.29'95#06REC 5.00
6521JUN.29'95#06PFUND 10.00

Parcels 1 and 3, Land Partition Plat No. 95-P0 692, as platted and recorded in the Lane County Oregon Partition Records, Lane County, Oregon.

ADDITIONAL INFORMATION: 17-03-22 (Property Address) 2602 (Tax Lot No.)

IT IS UNDERSTOOD that this agreement is enforceable by the State of Oregon, Lane County or City.

IT IS FURTHER UNDERSTOOD that Applicant agrees to sign any and all waivers, petitions, consents and all other documents necessary to obtain the above listed improvements under any improvement act or proceeding of the State of Oregon, Lane County, or City as may be proposed or adopted by the State of Oregon, Lane County or City and to waive all right to remonstrate against such improvements, but not the right to protest the amount or manner of spreading the assessment thereof, if the same shall appear to Applicant to bear inequitably or unfairly upon said property of Applicant;

NOW THEREFORE, City agrees that Applicant's execution and performance of the terms of this Agreement will be deemed to be in compliance with City's policy pertaining to improvement requirements, and if Applicant complies in every respect with all other applicable laws of the State of Oregon, Lane County and City, the said Applicant shall be entitled to Development Approval; and

IN ADDITION, it is the intention of the parties hereto that the covenants herein contained shall run with the land herein described, and shall be binding upon the heirs, executors, assigns, administrators, and successors of the parties hereto, and shall be construed to be a benefit and a burden upon the property herein described. This Agreement shall be recorded in the Lane County Deed Records.

WHEREFORE, the parties have set their hand and seal this 25 day of June, 1995.

By Dan E. Jerome
Director of Public Works

By _____
Applicant

By Glenn M Kotara
Applicant

STATE OF OREGON)
)SS
COUNTY OF LANE)

On this 26th day of June, 1995, there personally appeared before me and signed the above document.

Colleen A. Jennings
NOTARY PUBLIC

My Commission Expires 10-2-98

OFFICIAL SEAL
COLLEEN A JENNINGS
NOTARY PUBLIC-OREGON
COMMISSION NO. 036308
MY COMMISSION EXPIRES OCT. 2, 1998

RETURN TO:
CITY OF SPRINGFIELD - PUBLIC WORKS DEPT. - 225 FIFTH STREET - SPRINGFIELD, OREGON 97477

Date Received:
JAN 30 2014
Original Submittal

Description: Lane,OR Document - Year.DocID 2014.3512 Page 23 of 23
Order: 1234 Comment:

IMPROVEMENT AGREEMENT

(In Lieu of Immediate Construction of Public Improvement, includes Waver of Right to Remonstrate)

IN CONSIDERATION of the covenants herein recited, the City of Springfield, hereinafter referred to as City, and [illegible] Terry [illegible], President, hereinafter referred to as Applicant(s), do covenant and agree with respect to the real property described below as follows:

1. Applicant(s) warrants and represents to the City of Springfield that it is the owner of the property more particularly described and set forth in Paragraph 7 below and, as owner, has the authority to enter into this Improvement Agreement with the City of Springfield

2. Applicant(s) desires Development Approval from the City with respect to the following Development Application Site Plan Review 98-06-130

3. The development will cause both an immediate and long-term demand on the various public facilities of City and Lane County including the specific public improvements necessitated by the development as set forth in paragraph 6.

4. This Improvement Agreement is an alternative to imposing a condition on Applicant's development approval that the Applicant make immediate construction of any public improvement that the development necessitates. The objective is to promote efficiency, coordination, and spread costs by providing an opportunity for a district wide improvement mechanism where construction occurs in a coordinated project with the participation of adjacent and other properties in the area, instead of requiring immediate improvement in conjunction with each development application. There is no guarantee, however, that such a coordinated project will be possible and the City reserves the right to require construction of the improvements in the future at City discretion.

5. (a) Applicant and City agree that Applicant will pay the cost of the following public facility improvements described in Paragraph 6 in accordance with respective cost assumption policy established by City at the time the City determines to undertake and complete such public improvements.

(b) Applicant and city acknowledge and agree that the cost of such improvements and the portion thereof to be paid by Applicant are presently unknown and may be greater that the costs that would be apportioned if the improvements were constructed immediately or by Applicant now or later.

(c) Applicant acknowledges that the timing of the construction of such improvements is with in the sole and exclusive direction of the City.

6. (a) STREET IMPROVEMENTS along the frontage of N/A
to include: ( ) surface paving; ( ) storm sewers; ( ) sanitary sewers; ( ) curbs; ( ) gutters; ( ) planter strips; ( ) street trees; ( ) street lights; ( ) sidewalks.

(b) TRAFFIC SIGNALS at the intersection of Pheasant Blvd & Harlow Road

(c) OTHER IMPROVEMENTS Traffic controls required for signalization.

Applicant acknowledges that the list of marked improvements reflect those that would currently be required under the appropriate City codes and ordinances. Applicant acknowledges that it understands that the improvements made will be those required to bring the street to full urban standards for the then current functional classification of the street as those standards exist at the time the improvements are made and may, therefore, differ from the list of improvements checked herein.

7. LEGAL DESCRIPTION: PARCEL 1, LAND PARTITION PLAT # 95-P0692, [illegible] LANE COUNTY OFFICIAL RECORDS, IN LANE COUNTY, - OREGON

AKA _____ 17-03-22 TL# 2603
Property Address Tax Lot No.

RETURN TO:
CITY OF SPRINGFIELD - PUBLIC WORKS DEPT. - 225 FIFTH STREET - SPRINGFIELD - OR. - 97477

4056OC1.30'98 04REC 10.00
4056OC1.30'98 04FEE 10.00

Date Received:
[illegible] 3 0 2014
Original Submittal [illegible]

8. This agreement is enforceable by the State of Oregon, Lane County or City.

9. APPLICANT AGREES TO SIGN ANY AND ALL WAIVERS, PETITIONS, CONSENTS AND ALL OTHER DOCUMENTS NECESSARY TO OBTAIN THE ABOVE LISTED IMPROVEMENTS UNDER ANY IMPROVEMENT ACT OR PROCEEDING OF THE STATE OF OREGON, LANE COUNTY, OR CITY AND TO WAIVE ALL RIGHT TO REMONSTRATE AGAINST SUCH IMPROVEMENTS. Applicant does not waive any right to protest the amount or manner of spreading the assessment thereof, if the same shall appear to the Applicant to bear inequitability or unfair upon said property of Applicant. Applicant's acceptance of the non-remonstrance condition is in consideration for the City's waiver of he requirement for the immediate construction of the public improvements that the development necessitates. This improvement agreement waives the property owner's right to file a written remonstration. It does not waive a property owner's right to comment on the proposed district or any related matters orally or in writing.

10. City agrees that Applicant's execution and performance of the terms of the Agreement will be deemed to be in compliance with City's policy pertaining to improvement requirements, and if Applicant complies in every respect with all other applicable laws of the State of Oregon, Lane County, and City, Applicant shall be entitled to Development Approval, subject to the terms and conditions of approval set forth therein.

11. It is the intention of the parties hereto that the covenants herein contained shall run with the land herein described, and shall be binding upon the heirs, executors, assigns, administrators, and successors of the parties hereto, and shall be construed to be a benefit and a burden upon the property herein. [illegible] this agreement shall be recorded in the Lane County Deed Records.
and shall not be personal obligations of the applicant.

WHEREFORE, the parties have set their hand this 19th day of October, 1998.

By Terry P. Cummings
Applicant Pres.

By Jean D. Cummings
Applicant Sec-Treas.

STATE OF ~~OREGON~~ Tennessee)
) ss.
County of ~~Lane~~ Davidson)

On this 19th day of October, 1998, before me appeared Terry P. Cummings and Jean D. Cummings, who being sworn did say that they are the President and Secretary, respectively of the corporation, and that the seal affixed hereto is its seal, and that this deed was voluntarily signed and sealed in behalf of the corporation by authority of its Board of Directors. Before me.

Notary Public ~~for Oregon~~
My Commission Expires 7/21/99

By Dan E. Brown
City of Springfield
Dan E Brown - Director of Public Works

STATE OF OREGON)
) ss.
County of Lane)

On this 24TH day of OCTOBER, 1998, there personally appeared before me Dan E. Brown, the Director of Public Works, for the City of Springfield and signed the above document.

OFFICIAL SEAL
DENNIS P ERNST
NOTARY PUBLIC - OREGON
COMMISSION NO. 062816
MY COMMISSION EXPIRES APRIL 20, 2000

Notary Public for Oregon
My Commission Expires April 20, 2000

RETURN TO:
CITY OF SPRINGFIELD - PUBLIC WORKS DEPT - 225 FIFTH STREET - SPRINGFIELD - OR. - 97477

Date Received:
JAN 30 2014
Original Submittal

98869951

State of Oregon
County of Lane — ss.
I, the County Clerk, in and for the said County, do hereby certify that the within instrument was received for record at

'98 OCT 30 PM 3:45

and 2479R
Lane County OFFICIAL Records
Lane County Clerk

By: David A. Sullivan
County Clerk

Date Received:

JAN 30 2014

Original Submittal

Description: Lane,OR Document - Year.DocID 1998.86951 Page: 1 Of: 3
Order: 1234 Comment:

2-19-99

2518

99015668

CITY OF SPRINGFIELD
IMPROVEMENT AGREEMENT AND APPLICATION FOR SEWER HOOKUP

We, the undersigned property owners, request permission to connect the following described property to the sanitary sewer owned and maintained by the City of Springfield. We therefore agree to pay a charge of $0.28 per square foot of the benefiting property for the first 150 feet of depth as a deposit against future assessments for sanitary sewer. Area in excess of the above mentioned 150 feet of depth is charged $0.14 per square foot.

Tax Lot No. 17-03-22-00-02602 Receipt No. _____

PROPERTY DESCRIPTION Address 2328 Pleasant Boulevard

That tract of land conveyed by deed from Larry D. Olson, grantor, to TAJ ENTERPRISES, INC., an Oregon Corporation, grantee, May 14, 1998 on Reel 2419R at Reception No. 9837220, Official Records of Lane County, Oregon, being more completely described as follows:

Parcel 1 of Land Partition Plat No. 95-P0692, Lane County Official Records in Lane County, Oregon.

Fee Calculation	0 Sq. Ft. at $0.28 per Sq. Ft.	=	$ 0.00
	21,610 Sq. Ft. at $0.14 per Sq. Ft.	=	$ 3,025.40
		Total	$ 3,025.40

This agreement does not include the cost of a house connection to said City Sewer, sewer user charges, connection fees, plumbing permits or other such costs to be assumed by the property owner.

The applicant agrees to waive all right to remonstrate against an improvement project for sanitary sewer to be duly initiated by the City Council, but not the right to protest the amount or manner of spreading the assessment thereof, if the same shall appear to Applicant to bear inequitably or unfairly upon said property of Applicant.

NOW THEREFORE, the City agrees that if Applicant complies with the terms of this agreement and with all other applicable laws of the State of Oregon, Lane County, and the City, the said Applicant shall be entitled to connect the existing residence to the public sewer systems.

The covenants herein contained shall run with the land herein described, and shall be binding upon the heirs, executors, assigns, administrators, and successors of the parties hereto, and shall be construed to be a benefit and a burden upon the property herein described. This agreement shall be recorded in the Lane County Deed Records.

WHEREFORE, the parties have set their hand and seal this 3 day of February, 1999

CITY OF SPRINGFIELD

By _____
Dan E. Brown
Director of Public Works

APPLICANT

Dave Atwater

Concepts Athletic Club

4876FEB.19'99H07REC 5.00
4876FEB.19'99H07FFUND 13.00

STATE OF OREGON)
) SS
COUNTY OF LANE)

On this 3rd day of February, 1999, the applicant personally appeared before me and signed the above document.

OFFICIAL SEAL
DENNIS P ERNST
NOTARY PUBLIC - OREGON
COMMISSION NO. 052816
MY COMMISSION EXPIRES APRIL 20, 2000

Notary Public for Oregon

My Commission expires April 20, 2000

Finance Department Information.
Trunk Sewer _____ . ___ Lateral Sewer _____.

RETURN TO:
CITY OF SPRINGFIELD - PUBLIC WORKS DEPT - 225 FIFTH STREET - SPRINGFIELD, OREGON 97477

Date Received:

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99015670
SYSTEM DEVELOPMENT CHARGE
AGREEMENT FOR DEFERRAL

This executed Agreement is to be recorded at Applicant's expense by the City of Springfield at Lane County Deeds and Records Office.

PARTIES. City of Springfield, and
Development Applicant: TAJ Enterprises, Inc.

Development Project: Construction of new 32,500 square foot athletic club for COURTSPORTS, at 2728 Pheasant Boulevard, Springfield, more particularly described as follows:

That tract of land conveyed by deed from Larry D. Olson, grantor, to TAJ ENTERPRISES, INC., an Oregon Corporation, grantee, May 14, 1998 on Reel 2419R at Reception No. 9837220, Official Records of Lane County, Oregon, being more completely described as follows:

Parcel 1 of Lane Partition Plat No. 95-P0692, Lane County Official Records in Lane County, Oregon.

RECITALS

WHEREAS, the City of Springfield, pursuant to Oregon Revised Statutes 223.297, et seq., "System Development Charges," has enacted an Ordinance, Sections 3.400, et seq., "System Development Charges," of the Springfield Municipal Code, and

WHEREAS, the purpose of the System Development Charge is to impose an equitable share of the public cost of capital improvements upon the activity of development that creates the need for or increases the demands on such capital improvements, and

WHEREAS, Section 3.412 (1) of the Springfield Municipal Code provides for the payment of a System Development Charge at the time of the issuance of a building permit, approval of development application for development not requiring the issuance of a building permit, or a permit to connect to water, sanitary sewer, or storm sewer systems, and

WHEREAS, Section 3.412 (3) of the Springfield Municipal Code provides that the City Manager or the Manager's designee may require payment in full or that provision for payment satisfactory to the City has been made; and

WHEREAS, Section 3.412 (4) of the Springfield Municipal Code provides that any

After Recording Return to:
Via B&J/Barrister's Aide, Inc
Harold & Leahy
223 North "A" Street, Suite D
Springfield, OR 97477

4876FEB.19'99W07REC 20.00
4976FEB.19'99W07PFUND 10.00

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99015670

provision for payment satisfactory to the City which includes providing an obligation to pay the unpaid System Development Charge and interest thereon, shall be secured by property, bond, deposits, letter of credit, deferred payment agreement, or other security acceptable to the City Manager or the Manager's designee; and

WHEREAS, City through Resolution No. 93-25 has implemented a program providing for the opportunity for Development Applicant to defer System Development Charges; and

WHEREAS, Development Applicant has requested deferral of the System Development Charge for the above-referenced development project in the manner hereinafter stated.

NOW, THEREFORE, City and Development Applicant agree that the System Development Charge will be paid in accordance with the following terms and conditions.

1. DESCRIPTION OF PROJECT: Construction of new 32,500 square foot athletic club for COURTSPORTS at 2728 Pheasant Boulevard, Springfield

2. TOTAL SYSTEM DEVELOPMENT CHARGE: $ 108,694.80

3. DEFERRED PAYMENT SCHEDULE: The System Development Charge specified in Paragraph 2 shall be paid by the Development Applicant in accordance with the following schedule:

(a) The Development Applicant shall pay the sum of $ 10,000.00 at the time the City issues the initial building permit, or if the development does not require the issuance of a building permit, then at the time the development is approved and in all events before commencement of the development.

(b) The Development Applicant shall pay the sum of $ 98,694.80 at the completion of construction as determined by the City. City will notify Development Applicant that the payment is due

(c) In the event that Development Applicant fails to make the payment required by subparagraph (a), the City will not issue a Building Permit or other approval as defined in Section 3.412 of the City Code. In the event Development Applicant fails to make the payment required by subparagraph (b), the City will not issue an occupancy approval

(d) Development Applicant shall have the right to prepay the obligations set forth in this contract in whole or in part at any time without penalty.

4. WAIVER. In consideration for the deferral of System Development Charge set forth in this agreement, I/we expressly waive any and all errors, irregularities or defects, jurisdictional or otherwise, regarding the System Development Charge, including specifically but not limited to errors, irregularities, or defects, if any, in the computation of or underlying methodology of the charge.

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Order: 1234 Comment:

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5. DURATION: This agreement shall continue in perpetuity. This agreement is intended to and does attach to and run with the land affected herein. This agreement is binding on the undersigned Development Applicant, TAJ Enterprises, Inc., and persons asserting a claim of right to the described development. It is the intent of the Development Applicant to create a continuing obligation and right on the part of themselves and subsequent owners of the subject land. The fee is a personal obligation of the owner of the land on which the development is made and of the owner's heirs and assigns, with payment of part or all of the obligation by any of them reducing the obligations of the others by the amount of the payment.

6. MODIFICATION: Neither the owners nor their successors in interest may modify, withdraw from or dissolve this agreement without the written approval of the City of Springfield.

7. LIEN: Development Applicant agrees that in the event that Development Applicant fails to pay the System Development Charge as required by the terms and conditions of this agreement, City, in addition to the other remedies specified herein, may place a lien in the amount of the System Development Charge not paid in conformance with the deferred payment schedule set forth in Paragraph No. 3, as specified in this agreement, upon the real property upon which the project is constructed, and that such lien may be foreclosed by the City of Springfield in accordance with the procedures set forth in Oregon Revised Statutes 223.505 et seq. and City of Springfield lien foreclosure procedures as set forth in the Springfield Municipal Code.

8. The real property on which Development Applicant will construct the project is more particularly described and set forth in Exhibit "A", which is a legal description of the subject property and is attached to and part of this agreement.

DATE February 3, 1999

DEVELOPMENT APPLICANT

BY Dave Minnear

FOR Coastport Athletic Club

State of Oregon)
S.S.
County of Lane)

On this 3rd day of February, 1999, before me personally appeared Dave Minnear whose identity is was proved to me on the basis of satisfactory evidence and who by me duly sworn, did say that He is the President of the Coastsports Athletic Club, and that said document was signed by him in behalf of said corporation by authority of its bylaws, and acknowledged to me that said corporation executed the same.

OFFICIAL SEAL
DENNIS P ERNST
NOTARY PUBLIC - OREGON
COMMISSION NO. 052815
MY COMMISSION EXPIRES APRIL 20, 2000

Dennis P Ernst
Notary Public for Oregon
My Commission Expires on: April 20, 2000

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99015670

DATE: 2/19/99

CITY OF SPRINGFIELD

By Kenneth J. Vogeney
System Development Charge Administrator

State of Oregon)
S.S
County of Lane)

Personally appeared KENNETH J. VOGENEY who, being duly sworn, did say that he/she is the System Development Charge Administrator of the City of Springfield, a municipal corporation, and that said instrument was signed in behalf of said corporation and acknowledged said instrument to be its voluntary act and deed

OFFICIAL SEAL
DENNIS P ERNST
NOTARY PUBLIC - OREGON
COMMISSION NO. 052818
MY COMMISSION EXPIRES APRIL 26, 2000

Notary Public for Oregon
My Commission Expires on April 26, 2000

State of Oregon
County of Lane — ss.
Lane County Clerk in and for the said County, I hereby certify the within instrument was received for record at

'99 FEB 19 PM 2:20

Rec 2518R

Lane County OFFICIAL Records
Lane County Clerk

by _____ County Clerk

Date Received:

JAN 30 2014

Original Submittal

FirstAm 7191-1197018TM
1703220002603 / 0188522

After Recording Return To
First American Title
PO Box 10146
Eugene, OR 97440

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RECORDATION REQUESTED BY:
Umpqua Bank
Lane County Commercial Loan Center
C/O Loan Support Services
PO Box 1580
Roseburg, OR 97470

Division of Chief Deputy Clerk
Lane County Deeds and Records

2008-022566

$66.00

00991626200800225660090095

04/22/2008 11:16:44 AM

RPR-DTR Cnt=1 Stn=6 CASHIER 07
$45.00 $10.00 $11.00

WHEN RECORDED MAIL TO:
Umpqua Bank
PO BOX 1580
Roseburg, OR 97470

SEND TAX NOTICES TO:
TAJ Enterprises, Inc.
4242 Commerce
Eugene, OR 97402

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

DEED OF TRUST

THIS DEED OF TRUST is dated April 8, 2008, among TAJ Enterprises, Inc., an Oregon Corporation ("Grantor"); Umpqua Bank, whose address is Lane County Commercial Loan Center, C/O Loan Support Services, PO Box 1580, Roseburg, OR 97470 (referred to below sometimes as "Lender" and sometimes as "Beneficiary"); and First American Title Insurance Company, whose address is 1700 NW Garden Valley Blvd Suite 204 / PO Box 1325, Roseburg, OR 97470 (referred to below as "Trustee").

CONVEYANCE AND GRANT. For valuable consideration, represented in the Note dated April 8, 2008, in the original principal amount of $1,695,500.00, from Grantor to Lender, Grantor conveys to Trustee for the benefit of Lender as Beneficiary all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, **(the "Real Property") located in Lane County, State of Oregon:**

Parcel 1, Land Partition Plat No. 95-P0692, Lane County Official Records, in Lane County, Oregon.

The Real Property or its address is commonly known as 2728 Pheasant Blvd., Springfield, OR 97477. The Real Property tax identification number is 0188522.

CROSS-COLLATERALIZATION. In addition to the Note, this Deed of Trust secures all obligations, debts and liabilities, plus interest thereon, of Grantor to Lender, or any one or more of them, as well as all claims by Lender against Grantor or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated, whether Grantor may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable. **(Initial Here** _____

Grantor presently assigns to Lender (also known as Beneficiary in this Deed of Trust) all of Grantor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

THIS DEED OF TRUST, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THE NOTE, THE RELATED DOCUMENTS, AND THIS DEED OF TRUST. THIS DEED OF TRUST IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Deed of Trust, Grantor shall pay to Lender all amounts secured by this Deed of Trust as they become due, and shall strictly and in a timely manner perform all of Grantor's obligations under the Note, this Deed of Trust, and the Related Documents.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Grantor agrees that Grantor's possession and use of the Property shall be governed by the following provisions:

Possession and Use. Until the occurrence of an Event of Default, Grantor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property. The following provisions relate to the use of the Property or to other limitations on the Property. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 197.352. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 197.352.

Duty to Maintain. Grantor shall maintain the Property in tenantable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

Compliance With Environmental Laws. Grantor represents and warrants to Lender that: (1) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; (2) Grantor has no knowledge of, or reason to believe that there has

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been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property, or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (3) Except as previously disclosed to and acknowledged by Lender in writing, (a) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from the Property; and (b) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation all Environmental Laws. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Grantor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Deed of Trust. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Grantor or to any other person. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for Hazardous Substances. Grantor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws; and (2) agrees to indemnify, defend, and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Deed of Trust or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Grantor's ownership or interest in the Property, whether or not the same was or should have been known to Grantor. The provisions of this section of the Deed of Trust, including the obligation to indemnify and defend, shall survive the payment of the Indebtedness and the satisfaction and reconveyance of the lien of this Deed of Trust and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

Nuisance, Waste. Grantor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Grantor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), coal, clay, scoria, soil, gravel or rock products without Lender's prior written consent.

Removal of Improvements. Grantor shall not demolish or remove any Improvements from the Real Property without Lender's prior written consent. As a condition to the removal of any Improvements, Lender may require Grantor to make arrangements satisfactory to Lender to replace such Improvements with Improvements of at least equal value.

Lender's Right to Enter. Lender and Lender's agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests and to inspect the Real Property for purposes of Grantor's compliance with the terms and conditions of this Deed of Trust.

Compliance with Governmental Requirements. Grantor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property, including without limitation, the Americans With Disabilities Act. Grantor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Grantor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

Duty to Protect. Grantor agrees neither to abandon or leave unattended the Property. Grantor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

DUE ON SALE - CONSENT BY LENDER. Lender may, at Lender's option, declare immediately due and payable all sums secured by this Deed of Trust upon the sale or transfer, without Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest in the Real Property; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of an interest in the Real Property. If any Grantor is a corporation, partnership or limited liability company, transfer also includes any change in ownership of more than twenty-five percent (25%) of the voting stock, partnership interests or limited liability company interests, as the case may be, of such Grantor. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or by Oregon law.

TAXES AND LIENS. The following provisions relating to the taxes and liens on the Property are part of this Deed of Trust:

Payment. Grantor shall pay when due (and in all events prior to delinquency) all taxes, special taxes, assessments, charges (including water and sewer), fines and impositions levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Grantor shall maintain the Property free of all liens having priority over or equal to the interest of Lender under this Deed of Trust, except for the lien of taxes and assessments not due and except as otherwise provided in this Deed of Trust.

Right to Contest. Grantor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a lien arises or is filed as a result of nonpayment, Grantor shall within fifteen (15) days after the lien arises or, if a lien is filed, within fifteen (15) days after Grantor has notice of the filing, secure the discharge of the lien, or if requested by Lender, deposit with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and permissible fees, or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Grantor shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property. Grantor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

Evidence of Payment. Grantor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments against the Property.

Notice of Construction. Grantor shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialmen's lien, or other lien could be asserted on account of the work, services, or materials and the cost exceeds $25,000.00. Grantor will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Grantor can and will pay the cost of such improvements.

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PROPERTY DAMAGE INSURANCE. The following provisions relating to insuring the Property are a part of this Deed of Trust.

Maintenance of Insurance. Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all Improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender. Grantor shall also procure and maintain comprehensive general liability insurance in such coverage amounts as Lender may request with Trustee and Lender being named as additional insureds in such liability insurance policies. Additionally, Grantor shall maintain such other insurance, including but not limited to hazard, business interruption, and boiler insurance, as Lender may reasonably require. Policies shall be written in form, amounts, coverages and basis reasonably acceptable to Lender and issued by a company or companies reasonably acceptable to Lender. Grantor, upon request of Lender, will deliver to Lender from time to time the policies or certificates of insurance in form satisfactory to Lender, including stipulations that coverages will not be cancelled or diminished without at least ten (10) days prior written notice to Lender. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. Should the Real Property be located in an area designated by the Director of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain Federal Flood Insurance, if available, within 45 days after notice is given by Lender that the Property is located in a special flood hazard area, for the full unpaid principal balance of the loan and any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan.

Application of Proceeds. Grantor shall promptly notify Lender of any loss or damage to the Property if the estimated cost of repair or replacement exceeds $1,000.00. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at Lender's election, receive and retain the proceeds of any insurance and apply the proceeds to the reduction of the Indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If Lender elects to apply the proceeds to restoration and repair, Grantor shall repair or replace the damaged or destroyed Improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration if Grantor is not in default under this Deed of Trust. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Deed of Trust, then to pay accrued interest, and the remainder, if any, shall be applied to the principal balance of the Indebtedness. If Lender holds any proceeds after payment in full of the Indebtedness, such proceeds shall be paid to Grantor as Grantor's interests may appear.

Grantor's Report on Insurance. Upon request of Lender, however not more than once a year, Grantor shall furnish to Lender a report on each existing policy of insurance showing: (1) the name of the insurer; (2) the risks insured; (3) the amount of the policy; (4) the property insured, the then current replacement value of such property, and the manner of determining that value; and (5) the expiration date of the policy. Grantor shall, upon request of Lender, have an independent appraiser satisfactory to Lender determine the cash value replacement cost of the Property.

LENDER'S EXPENDITURES. If any action or proceeding is commenced that would materially affect Lender's interest in the Property or if Grantor fails to comply with any provision of this Deed of Trust or any Related Documents, including but not limited to Grantor's failure to discharge or pay when due any amounts Grantor is required to discharge or pay under this Deed of Trust or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Property and paying all costs for insuring, maintaining and preserving the Property. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Deed of Trust also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon Default.

WARRANTY; DEFENSE OF TITLE. The following provisions relating to ownership of the Property are a part of this Deed of Trust:

Title. Grantor warrants that: (a) Grantor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Deed of Trust, and (b) Grantor has the full right, power, and authority to execute and deliver this Deed of Trust to Lender.

Defense of Title. Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Grantor's title or the interest of Trustee or Lender under this Deed of Trust, Grantor shall defend the action at Grantor's expense. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Grantor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

Compliance With Laws. Grantor warrants that the Property and Grantor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

Survival of Representations and Warranties. All representations, warranties, and agreements made by Grantor in this Deed of Trust shall survive the execution and delivery of this Deed of Trust, shall be continuing in nature, and shall remain in full force and effect until such time as Grantor's Indebtedness shall be paid in full.

CONDEMNATION. The following provisions relating to condemnation proceedings are a part of this Deed of Trust:

Proceedings. If any proceeding in condemnation is filed, Grantor shall promptly notify Lender in writing, and Grantor shall promptly take such steps as may be necessary to defend the action and obtain the award. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Grantor will deliver or cause to be delivered to Lender such instruments and documentation as may be requested by Lender from time to time to permit such participation.

Application of Net Proceeds. If all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation, Lender may at its election require that all or any portion of the net proceeds of the award be applied to

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the Indebtedness or the repair or restoration of the Property. The net proceeds of the award shall mean the award after payment of all reasonable costs, expenses, and attorneys' fees incurred by Trustee or Lender in connection with the condemnation.

IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES. The following provisions relating to governmental taxes, fees and charges are a part of this Deed of Trust:

Current Taxes, Fees and Charges. Upon request by Lender, Grantor shall execute such documents in addition to this Deed of Trust and take whatever other action is requested by Lender to perfect and continue Lender's lien on the Real Property. Grantor shall reimburse Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Deed of Trust, including without limitation all taxes, fees, documentary stamps, and other charges for recording or registering this Deed of Trust.

Taxes. The following shall constitute taxes to which this section applies: (1) a specific tax upon this type of Deed of Trust or upon all or any part of the Indebtedness secured by this Deed of Trust; (2) a specific tax on Grantor which Grantor is authorized or required to deduct from payments on the Indebtedness secured by this type of Deed of Trust; (3) a tax on this type of Deed of Trust chargeable against the Lender or the holder of the Note; and (4) a specific tax on all or any portion of the Indebtedness or on payments of principal and interest made by Grantor.

Subsequent Taxes. If any tax to which this section applies is enacted subsequent to the date of this Deed of Trust, this event shall have the same effect as an Event of Default, and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Grantor either (1) pays the tax before it becomes delinquent, or (2) contests the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

SECURITY AGREEMENT; FINANCING STATEMENTS. The following provisions relating to this Deed of Trust as a security agreement are a part of this Deed of Trust:

Security Agreement. This instrument shall constitute a Security Agreement to the extent any of the Property constitutes fixtures, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.

Security Interest. Upon request by Lender, Grantor shall take whatever action is requested by Lender to perfect and continue Lender's security interest in the Rents and Personal Property. In addition to recording this Deed of Trust in the real property records, Lender may, at any time and without further authorization from Grantor, file executed counterparts, copies or reproductions of this Deed of Trust as a financing statement. Grantor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Grantor shall not remove, sever or detach the Personal Property from the Property. Upon default, Grantor shall assemble any Personal Property not affixed to the Property in a manner and at a place reasonably convenient to Grantor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender to the extent permitted by applicable law.

Addresses. The mailing addresses of Grantor (debtor) and Lender (secured party) from which information concerning the security interest granted by this Deed of Trust may be obtained (each as required by the Uniform Commercial Code) are as stated on the first page of this Deed of Trust.

FURTHER ASSURANCES; ATTORNEY-IN-FACT. The following provisions relating to further assurances and attorney-in-fact are a part of this Deed of Trust:

Further Assurances. At any time, and from time to time, upon request of Lender, Grantor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refiled, or rerecorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (1) Grantor's obligations under the Note, this Deed of Trust, and the Related Documents, and (2) the liens and security interests created by this Deed of Trust as first and prior liens on the Property, whether now owned or hereafter acquired by Grantor. Unless prohibited by law or Lender agrees to the contrary in writing, Grantor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

Attorney-in-Fact. If Grantor fails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Grantor and at Grantor's expense. For such purposes, Grantor hereby irrevocably appoints Lender as Grantor's attorney-in-fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph.

FULL PERFORMANCE. If Grantor pays all the Indebtedness when due, and otherwise performs all the obligations imposed upon Grantor under this Deed of Trust, Lender shall execute and deliver to Trustee a request for full reconveyance and shall execute and deliver to Grantor suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Personal Property. Any reconveyance fee required by law shall be paid by Grantor, if permitted by applicable law.

EVENTS OF DEFAULT. Each of the following, at Lender's option, shall constitute an Event of Default under this Deed of Trust:

Payment Default. Grantor fails to make any payment when due under the Indebtedness.

Other Defaults. Grantor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Deed of Trust or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Grantor.

Compliance Default. Failure to comply with any other term, obligation, covenant or condition contained in this Deed of Trust, the Note or in any of the Related Documents.

Default on Other Payments. Failure of Grantor within the time required by this Deed of Trust to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

Environmental Default. Failure of any party to comply with or perform when due any term, obligation, covenant or condition contained in any environmental agreement executed in connection with the Property.

False Statements. Any warranty, representation or statement made or furnished to Lender by Grantor or on Grantor's behalf under this Deed of Trust or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

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Defective Collateralization. This Deed of Trust or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

Insolvency. The dissolution or termination of Grantor's existence as a going business, the insolvency of Grantor, the appointment of a receiver for any part of Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Grantor or by any governmental agency against any property securing the Indebtedness. This includes a garnishment of any of Grantor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Grantor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Grantor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Breach of Other Agreement. Any breach by Grantor under the terms of any other agreement between Grantor and Lender that is not remedied within any grace period provided therein, including without limitation any agreement concerning any indebtedness or other obligation of Grantor to Lender, whether existing now or later.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any Guarantor of any of the Indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

Adverse Change. A material adverse change occurs in Grantor's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

Insecurity. Lender in good faith believes itself insecure.

Right to Cure. If any default, other than a default in payment is curable and if Grantor has not been given a notice of a breach of the same provision of this Deed of Trust within the preceding twelve (12) months, it may be cured if Grantor, after receiving written notice from Lender demanding cure of such default: (1) cures the default within fifteen (15) days; or (2) if the cure requires more than fifteen (15) days, immediately initiates steps which Lender deems in Lender's sole discretion to be sufficient to cure the default and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

RIGHTS AND REMEDIES ON DEFAULT. If an Event of Default occurs under this Deed of Trust, at any time thereafter, Trustee or Lender may exercise any one or more of the following rights and remedies:

Election of Remedies. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Deed of Trust, after Grantor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies.

Accelerate Indebtedness. Lender shall have the right at its option without notice to Grantor to declare the entire Indebtedness immediately due and payable, including any prepayment penalty which Grantor would be required to pay.

Foreclosure. With respect to all or any part of the Real Property, the Trustee shall have the right to foreclose by notice and sale, and Lender shall have the right to foreclose by judicial foreclosure, in either case in accordance with and to the full extent provided by applicable law. If this Deed of Trust is foreclosed by judicial foreclosure, Lender will be entitled to a judgment which will provide that if the foreclosure sale proceeds are insufficient to satisfy the judgment, execution may issue for the amount of the unpaid balance of the judgment.

UCC Remedies. With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code.

Collect Rents. Lender shall have the right, without notice to Grantor to take possession of and manage the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the Indebtedness. In furtherance of this right, Lender may require any tenant or other user of the Property to make payments of rent or use fees directly to Lender. If the Rents are collected by Lender, then Grantor irrevocably designates Lender as Grantor's attorney-in-fact to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

Appoint Receiver. Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

Tenancy at Sufferance. If Grantor remains in possession of the Property after the Property is sold as provided above or Lender otherwise becomes entitled to possession of the Property upon default of Grantor, Grantor shall become a tenant at sufferance of Lender or the purchaser of the Property and shall, at Lender's option, either (1) pay a reasonable rental for the use of the Property, or (2) vacate the Property immediately upon the demand of Lender.

Other Remedies. Trustee or Lender shall have any other right or remedy provided in this Deed of Trust or the Note or available at law or in equity.

Notice of Sale. Lender shall give Grantor reasonable notice of the time and place of any public sale of the Personal Property or of the time after which any private sale or other intended disposition of the Personal Property is to be made. Reasonable notice shall mean notice given at least fifteen (15) days before the time of the sale or disposition. Any sale of the Personal Property may be made in conjunction with any sale of the Real Property.

Sale of the Property. To the extent permitted by applicable law, Grantor hereby waives any and all rights to have the Property marshalled. In exercising its rights and remedies, the Trustee or Lender shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property.

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Expenses. If Lender institutes any suit or action to enforce any of the terms of this Deed of Trust, Lender shall be entitled to recover such sum as the court may adjudge reasonable. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees, title insurance, and fees for the Trustee, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

Rights of Trustee. Trustee shall have all of the rights and duties of Lender as set forth in this section.

POWERS AND OBLIGATIONS OF TRUSTEE. The following provisions relating to the powers and obligations of Trustee are part of this Deed of Trust:

Powers of Trustee. In addition to all powers of Trustee arising as a matter of law, Trustee shall have the power to take the following actions with respect to the Property upon the written request of Lender and Grantor: (a) join in preparing and filing a map or plat of the Real Property, including the dedication of streets or other rights to the public; (b) join in granting any easement or creating any restriction on the Real Property; and (c) join in any subordination or other agreement affecting this Deed of Trust or the interest of Lender under this Deed of Trust.

Obligations to Notify. Trustee shall not be obligated to notify any other party of a pending sale under any other trust deed or lien, or of any action or proceeding in which Grantor, Lender, or Trustee shall be a party, unless the action or proceeding is brought by Trustee.

Trustee. Trustee shall meet all qualifications required for Trustee under applicable law. In addition to the rights and remedies set forth above, with respect to all or any part of the Property, the Trustee shall have the right to foreclose by notice and sale, and Lender shall have the right to foreclose by judicial foreclosure, in either case in accordance with and to the full extent provided by applicable law.

Successor Trustee. Lender, at Lender's option, may from time to time appoint a successor Trustee to any Trustee appointed under this Deed of Trust by an instrument executed and acknowledged by Lender and recorded in the office of the recorder of Lane County, State of Oregon. The instrument shall contain, in addition to all other matters required by state law, the names of the original Lender, Trustee, and Grantor, the book and page where this Deed of Trust is recorded, and the name and address of the successor trustee, and the instrument shall be executed and acknowledged by Lender or its successors in interest. The successor trustee, without conveyance of the Property, shall succeed to all the title, power, and duties conferred upon the Trustee in this Deed of Trust and by applicable law. This procedure for substitution of Trustee shall govern to the exclusion of all other provisions for substitution.

NOTICES. Any notice required to be given under this Deed of Trust, including without limitation any notice of default and any notice of sale shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Deed of Trust. All copies of notices of foreclosure from the holder of any lien which has priority over this Deed of Trust shall be sent to Lender's address, as shown near the beginning of this Deed of Trust. Any party may change its address for notices under this Deed of Trust by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors.

ATTORNEY FEES AND EXPENSES. The undersigned agrees to pay on demand all of Lender's costs and expenses, including Lender's attorney fees and legal expenses, incurred in connection with enforcement of this Agreement. Lender may hire or pay someone else to help enforce this Agreement. Lender may also use attorneys who are salaried employees of Lender to enforce this Agreement. The undersigned shall pay all costs and expenses of all such enforcement. In the event arbitration, suit, action or other legal proceeding is brought to interpret or enforce this Agreement, the undersigned agrees to pay all additional sums as the arbitrator or court may adjudge reasonable as Lender's costs, disbursements, and attorney fees at hearing, trial, and on any and all appeals. As used in this paragraph "Agreement" means the loan agreement, promissory note, guaranty, security agreement, or other agreement, document, or instrument in which this paragraph is found, even if this document is also described by another name. Whether or not an arbitration or court action is filed, all reasonable attorney fees and expenses Lender incurs in protecting its interests and/or enforcing this Agreement shall become part of the Indebtedness evidenced or secured by this Agreement, shall bear interest at the highest applicable rate under the promissory note or credit agreement, and shall be paid to Lender by the other party or parties signing this Agreement on demand. The attorney fees and expenses covered by this paragraph include without limitation all of Lender's attorney fees (including the fees charged by Lender's in-house attorneys, calculated at hourly rates charged by attorneys in private practice with comparable skill and experience), Lender's fees and expenses for bankruptcy proceedings (including efforts to modify, vacate, or obtain relief from any automatic stay), fees and expenses for Lender's post-judgment collection activities, Lender's cost of searching lien records, searching public record databases, on-line computer legal research, title reports, surveyor reports, appraisal reports, collateral inspection reports, title insurance, and bonds issued to protect Lender's collateral, all to the fullest extent allowed by law.

WAIVE JURY. All parties hereby waive the right to any jury trial in any action, proceeding or counterclaim brought by any party against any other party.

APPRAISAL. If at any time during the term of this Deed of Trust the Lender, in the reasonable exercise of its judgment, determines that it is likely that there has been a material adverse change in the value of the Real Property, Lender may obtain, at Borrower's expense, an appraisal of the Real Property prepared by an appraiser satisfactory to Lender and in a form and substance satisfactory to Lender.

VENUE. The loan transaction that is evidenced by this Agreement has been applied for, considered, approved and made in the State of Oregon. If there is a lawsuit relating to this Agreement, the undersigned shall, at Lender's request, submit to the jurisdiction of the courts of Lane, Douglas or Washington County, Oregon, as selected by Lender, in its sole discretion, except and only to the extent of procedural matters related to Lender's perfection and enforcement of its rights and remedies against the collateral for the loan, if the law requires that such a suit be brought in another jurisdiction. As used in this paragraph, the term "Agreement" means the promissory note, guaranty, security agreement or other agreement, document or instrument in which this paragraph is found, even if this document is described by another name, as well.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Deed of Trust:

Amendments. This Deed of Trust, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Deed of Trust. No alteration of or amendment to this Deed of Trust shall be effective unless given in

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writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Annual Reports. If the Property is used for purposes other than Grantor's residence, Grantor shall furnish to Lender, upon request, a certified statement of net operating income received from the Property during Grantor's previous fiscal year in such form and detail as Lender shall require. "Net operating income" shall mean all cash receipts from the Property less all cash expenditures made in connection with the operation of the Property.

Arbitration. Grantor and Lender agree that all disputes, claims and controversies between them whether individual, joint, or class in nature, arising from this Deed of Trust or otherwise, including without limitation contract and tort disputes, shall be arbitrated pursuant to the Rules of the American Arbitration Association in effect at the time the claim is filed, upon request of either party. No act to take or dispose of any Property shall constitute a waiver of this arbitration agreement or be prohibited by this arbitration agreement. This includes, without limitation, obtaining injunctive relief or a temporary restraining order; foreclosing by notice and sale under any deed of trust or mortgage; obtaining a writ of attachment or imposition of a receiver; or exercising any rights relating to personal property, including taking or disposing of such property with or without judicial process pursuant to Article 9 of the Uniform Commercial Code. Any disputes, claims, or controversies concerning the lawfulness or reasonableness of any act, or exercise of any right, concerning any Property, including any claim to rescind, reform, or otherwise modify any agreement relating to the Property, shall also be arbitrated, provided however that no arbitrator shall have the right or the power to enjoin or restrain any act of any party. Judgment upon any award rendered by any arbitrator may be entered in any court having jurisdiction. Nothing in this Deed of Trust shall preclude any party from seeking equitable relief from a court of competent jurisdiction. The statute of limitations, estoppel, waiver, laches, and similar doctrines which would otherwise be applicable in an action brought by a party shall be applicable in any arbitration proceeding, and the commencement of an arbitration proceeding shall be deemed the commencement of an action for these purposes. The Federal Arbitration Act shall apply to the construction, interpretation, and enforcement of this arbitration provision.

Caption Headings. Caption headings in this Deed of Trust are for convenience purposes only and are not to be used to interpret or define the provisions of this Deed of Trust.

Merger. There shall be no merger of the interest or estate created by this Deed of Trust with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

Governing Law. This Deed of Trust will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Oregon without regard to its conflicts of law provisions. This Deed of Trust has been accepted by Lender in the State of Oregon.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Deed of Trust unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Deed of Trust shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Deed of Trust. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Deed of Trust, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Severability. If a court of competent jurisdiction finds any provision of this Deed of Trust to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Deed of Trust. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Deed of Trust shall not affect the legality, validity or enforceability of any other provision of this Deed of Trust.

Successors and Assigns. Subject to any limitations stated in this Deed of Trust on transfer of Grantor's interest, this Deed of Trust shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Deed of Trust and the Indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Deed of Trust or liability under the Indebtedness.

Time is of the Essence. Time is of the essence in the performance of this Deed of Trust.

Waiver of Homestead Exemption. Grantor hereby releases and waives all rights and benefits of the homestead exemption laws of the State of Oregon as to all Indebtedness secured by this Deed of Trust.

Commercial Deed of Trust. Grantor agrees with Lender that this Deed of Trust is a commercial deed of trust and that Grantor will not change the use of the Property without Lender's prior written consent.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Deed of Trust. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Deed of Trust shall have the meanings attributed to such terms in the Uniform Commercial Code:

Beneficiary. The word "Beneficiary" means Umpqua Bank, and its successors and assigns.

Borrower. The word "Borrower" means TAJ Enterprises, Inc. and includes all co-signers and co-makers signing the Note and all their successors and assigns.

Deed of Trust. The words "Deed of Trust" mean this Deed of Trust among Grantor, Lender, and Trustee, and includes without limitation all assignment and security interest provisions relating to the Personal Property and Rents.

Default. The word "Default" means the Default set forth in this Deed of Trust in the section titled "Default".

Environmental Laws. The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or

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regulations adopted pursuant thereto or intended to protect human health or the environment.

Event of Default. The words "Event of Default" mean any of the events of default set forth in this Deed of Trust in the events of default section of this Deed of Trust.

Grantor. The word "Grantor" means TAJ Enterprises, Inc..

Guarantor. The word "Guarantor" means any guarantor, surety, or accommodation party of any or all of the Indebtedness.

Guaranty. The word "Guaranty" means the guaranty from Guarantor to Lender, including without limitation a guaranty of all or part of the Note.

Hazardous Substances. The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum, including crude oil and any fraction thereof and asbestos.

Improvements. The word "Improvements" means all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

Indebtedness. The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Trustee or Lender to enforce Grantor's obligations under this Deed of Trust, together with interest on such amounts as provided in this Deed of Trust. Specifically, without limitation, Indebtedness includes all amounts that may be indirectly secured by the Cross-Collateralization provision of this Deed of Trust.

Lender. The word "Lender" means Umpqua Bank, its successors and assigns.

Note. The word "Note" means the promissory note dated April 8, 2008, **in the original principal amount of $1,695,500.00** from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. The maturity date of the Note is April 10, 2018.

Personal Property. The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

Property. The word "Property" means collectively the Real Property and the Personal Property.

Real Property. The words "Real Property" mean the real property, interests and rights, as further described in this Deed of Trust.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

Rents. The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

Trustee. The word "Trustee" means First American Title Insurance Company, whose address is 1700 NW Garden Valley Blvd Suite 204 / PO Box 1325, Roseburg, OR 97470 and any substitute or successor trustees.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS DEED OF TRUST, AND GRANTOR AGREES TO ITS TERMS.

GRANTOR:

TAJ ENTERPRISES, INC.

By: Terry P. Cummings
Terry P. Cummings, President of TAJ Enterprises, Inc.

By: Joan D. Cummings
Joan D. Cummings, Secretary of TAJ Enterprises, Inc.

JULIE JACOBSON
NOTARY PUBLIC - ARIZONA
MARICOPA COUNTY
My Commission Expires
February 4, 2011

JULIE JACOBSON
NOTARY PUBLIC - ARIZONA
MARICOPA COUNTY
My Commission Expires
February 4, 2011

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CORPORATE ACKNOWLEDGMENT

STATE OF ARIZONA)
) SS
COUNTY OF MARICOPA)

JULIE JACOBSON
NOTARY PUBLIC - ARIZONA
MARICOPA COUNTY
My Commission Expires
February 4, 2011

On this 19TH day of APRIL, 20 08, before me, the undersigned Notary Public, personally appeared **Terry P. Cummings, President of TAJ Enterprises, Inc.**, and known to me to be an authorized agent of the corporation that executed the Deed of Trust and acknowledged the Deed of Trust to be the free and voluntary act and deed of the corporation, by authority of its Bylaws or by resolution of its board of directors, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this Deed of Trust and in fact executed the Deed of Trust on behalf of the corporation.

By Julie Jacobson Residing at 16925 E. Shea Blvd, Ftn Hills

Notary Public in and for the State of ARIZONA My commission expires February 4, 2011

CORPORATE ACKNOWLEDGMENT

STATE OF ARIZONA)
) SS
COUNTY OF MARICOPA)

JULIE JACOBSON
NOTARY PUBLIC - ARIZONA
MARICOPA COUNTY
My Commission Expires
February 4, 2011

On this 19TH day of APRIL, 20 08, before me, the undersigned Notary Public, personally appeared **Joan D. Cummings, Secretary of TAJ Enterprises, Inc.**, and known to me to be an authorized agent of the corporation that executed the Deed of Trust and acknowledged the Deed of Trust to be the free and voluntary act and deed of the corporation, by authority of its Bylaws or by resolution of its board of directors, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this Deed of Trust and in fact executed the Deed of Trust on behalf of the corporation.

By Julie Jacobson Residing at 16925 E Shea Blvd, Ftn Hills

Notary Public in and for the State of ARIZONA My commission expires February 4, 2011

REQUEST FOR FULL RECONVEYANCE

(To be used only when obligations have been paid in full)

To: _____, Trustee

The undersigned is the legal owner and holder of all Indebtedness secured by this Deed of Trust. All sums secured by this Deed of Trust have been fully paid and satisfied. You are hereby directed, upon payment to you of any sums owing to you under the terms of this Deed of Trust or pursuant to any applicable statute, to cancel the Note secured by this Deed of Trust (which is delivered to you together with this Deed of Trust), and to reconvey, without warranty, to the parties designated by the terms of this Deed of Trust, the estate now held by you under this Deed of Trust. Please mail the reconveyance and Related Documents to:

_____

Date: _____ Beneficiary: _____

By: _____

Its: _____

LASER PRO Lending, Ver. 5.39.00.008 Copr. Harland Financial Solutions, Inc. 1997, 2008. All Rights Reserved. - OR D:\LPRO\CFI\LPL\G01.FC TR-40211 PR-62

Date Received:

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Description: Lane,OR Document - Year.DocID Attachment Page: 40 of 40
Order: 1234 Comment:

FirstAm 7191-1197018TM
1703228002603 / 0188522

After Recording Return To
First American Title
PO Box 10146
Eugene, OR 97440

30
10
11

RECORDATION REQUESTED BY:
Umpqua Bank
Lane County Commercial Loan Center
C/O Loan Support Services
PO Box 1580
Roseburg, OR 97470

WHEN RECORDED MAIL TO:
Umpqua Bank
PO BOX 1580
Roseburg, OR 97470

SEND TAX NOTICES TO:
TAJ Enterprises, Inc.
4242 Commerce
Eugene, OR 97402

Division of Chief Deputy Clerk
Lane County Deeds and Records

2008-022567

$51.00

00991627200800225670060061

04/22/2008 11:16:44 AM

RPR-ASN Cnt=1 Stn=6 CASHIER 07
$30.00 $10.00 $11.00

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

ASSIGNMENT OF RENTS

THIS ASSIGNMENT OF RENTS dated April 8, 2008, is made and executed between TAJ Enterprises, Inc., an Oregon Corporation (referred to below as "Grantor") and Umpqua Bank, whose address is C/O Loan Support Services, PO Box 1580, Roseburg, OR 97470 (referred to below as "Lender").

ASSIGNMENT. For valuable consideration, Grantor hereby assigns, grants a continuing security interest in, and conveys to Lender all of Grantor's right, title, and interest in and to the Rents from the following described Property located in Lane County, State of Oregon:

Parcel 1, Land Partition Plat No. 95-P0692, Lane County Official Records, in Lane County, Oregon.

The Property or its address is commonly known as 2728 Pheasant Blvd., Springfield, OR 97477. The Property tax identification number is 0188522.

CROSS-COLLATERALIZATION. In addition to the Note, this Assignment secures all obligations, debts and liabilities, plus interest thereon, of Grantor to Lender, or any one or more of them, as well as all claims by Lender against Grantor or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated, whether Grantor may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable. (Initial Here _____)

THIS ASSIGNMENT IS GIVEN TO SECURE (1) PAYMENT OF THE INDEBTEDNESS AND (2) PERFORMANCE OF ANY AND ALL OBLIGATIONS OF GRANTOR UNDER THE NOTE, THIS ASSIGNMENT, AND THE RELATED DOCUMENTS. THIS ASSIGNMENT IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Assignment or any Related Documents, Grantor shall pay to Lender all amounts secured by this Assignment as they become due, and shall strictly perform all of Grantor's obligations under this Assignment. Unless and until Lender exercises its right to collect the Rents as provided below and so long as there is no default under this Assignment, Grantor may remain in possession and control of and operate and manage the Property and collect the Rents, provided that the granting of the right to collect the Rents shall not constitute Lender's consent to the use of cash collateral in a bankruptcy proceeding.

GRANTOR'S REPRESENTATIONS AND WARRANTIES. Grantor warrants that:

Ownership. Grantor is entitled to receive the Rents free and clear of all rights, loans, liens, encumbrances, and claims except as disclosed to and accepted by Lender in writing.

Right to Assign. Grantor has the full right, power and authority to enter into this Assignment and to assign and convey the Rents to Lender.

No Prior Assignment. Grantor has not previously assigned or conveyed the Rents to any other person by any instrument now in force.

No Further Transfer. Grantor will not sell, assign, encumber, or otherwise dispose of any of Grantor's rights in the Rents except as provided in this Assignment.

LENDER'S RIGHT TO RECEIVE AND COLLECT RENTS. Lender shall have the right at any time, and even though no default shall have occurred under this Assignment, to collect and receive the Rents. For this purpose, Lender is hereby given and granted the following rights, powers and authority:

Notice to Tenants. Lender may send notices to any and all tenants of the Property advising them of this Assignment and directing all Rents to be paid directly to Lender or Lender's agent.

Enter the Property. Lender may enter upon and take possession of the Property; demand, collect and receive from the tenants or from any other persons liable therefor, all of the Rents; institute and carry on all legal proceedings necessary for the protection of the Property, including such proceedings as may be necessary to recover possession of the Property; collect the Rents and remove any tenant or tenants or other persons from the Property.

Maintain the Property. Lender may enter upon the Property to maintain the Property and keep the same in repair; to pay the costs thereof and of all services of all employees, including their equipment, and of all continuing costs and expenses of maintaining the Property in proper repair and condition, and also to pay all taxes, assessments and water utilities, and the premiums on fire and other insurance

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effected by Lender on the Property.

Compliance with Laws. Lender may do any and all things to execute and comply with the laws of the State of Oregon and also all other laws, rules, orders, ordinances and requirements of all other governmental agencies affecting the Property.

Lease the Property. Lender may rent or lease the whole or any part of the Property for such term or terms and on such conditions as Lender may deem appropriate.

Employ Agents. Lender may engage such agent or agents as Lender may deem appropriate, either in Lender's name or in Grantor's name, to rent and manage the Property, including the collection and application of Rents.

Other Acts. Lender may do all such other things and acts with respect to the Property as Lender may deem appropriate and may act exclusively and solely in the place and stead of Grantor and to have all of the powers of Grantor for the purposes stated above.

No Requirement to Act. Lender shall not be required to do any of the foregoing acts or things, and the fact that Lender shall have performed one or more of the foregoing acts or things shall not require Lender to do any other specific act or thing.

APPLICATION OF RENTS. All costs and expenses incurred by Lender in connection with the Property shall be for Grantor's account and Lender may pay such costs and expenses from the Rents. Lender, in its sole discretion, shall determine the application of any and all Rents received by it; however, any such Rents received by Lender which are not applied to such costs and expenses shall be applied to the Indebtedness. All expenditures made by Lender under this Assignment and not reimbursed from the Rents shall become a part of the Indebtedness secured by this Assignment, and shall be payable on demand, with interest at the Note rate from date of expenditure until paid.

FULL PERFORMANCE. If Grantor pays all of the Indebtedness when due and otherwise performs all the obligations imposed upon Grantor under this Assignment, the Note, and the Related Documents, Lender shall execute and deliver to Grantor a suitable satisfaction of this Assignment and suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Property. Any termination fee required by law shall be paid by Grantor, if permitted by applicable law.

LENDER'S EXPENDITURES. If any action or proceeding is commenced that would materially affect Lender's interest in the Property or if Grantor fails to comply with any provision of this Assignment or any Related Documents, including but not limited to Grantor's failure to discharge or pay when due any amounts Grantor is required to discharge or pay under this Assignment or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Rents or the Property and paying all costs for insuring, maintaining and preserving the Property. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Assignment also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon Default.

DEFAULT. Each of the following, at Lender's option, shall constitute an Event of Default under this Assignment:

Payment Default. Grantor fails to make any payment when due under the Indebtedness.

Other Defaults. Grantor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Assignment or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Grantor.

Default on Other Payments. Failure of Grantor within the time required by this Assignment to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

Environmental Default. Failure of any party to comply with or perform when due any term, obligation, covenant or condition contained in any environmental agreement executed in connection with the Property.

False Statements. Any warranty, representation or statement made or furnished to Lender by Grantor or on Grantor's behalf under this Assignment or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Defective Collateralization. This Assignment or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

Insolvency. The dissolution or termination of Grantor's existence as a going business, the insolvency of Grantor, the appointment of a receiver for any part of Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Grantor or by any governmental agency against the Rents or any property securing the Indebtedness. This includes a garnishment of any of Grantor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Grantor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Grantor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Property Damage or Loss. The Property is lost, stolen, substantially damaged, sold, borrowed against, levied upon, seized, or attached.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any Guarantor of any of the Indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

Adverse Change. A material adverse change occurs in Grantor's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

Insecurity. Lender in good faith believes itself insecure.

Cure Provisions. If any default, other than a default in payment is curable and if Grantor has not been given a notice of a breach of the

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same provision of this Assignment within the preceding twelve (12) months, it may be cured if Grantor, after receiving written notice from Lender demanding cure of such default: (1) cures the default within fifteen (15) days; or (2) if the cure requires more than fifteen (15) days, immediately initiates steps which Lender deems in Lender's sole discretion to be sufficient to cure the default and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

RIGHTS AND REMEDIES ON DEFAULT. Upon the occurrence of any Event of Default and at any time thereafter, Lender may exercise any one or more of the following rights and remedies, in addition to any other rights or remedies provided by law:

Accelerate Indebtedness. Lender shall have the right at its option without notice to Grantor to declare the entire Indebtedness immediately due and payable, including any prepayment penalty that Grantor would be required to pay.

Collect Rents. Lender shall have the right, without notice to Grantor, to take possession of the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the Indebtedness. In furtherance of this right, Lender shall have all the rights provided for in the Lender's Right to Receive and Collect Rents Section, above. If the Rents are collected by Lender, then Grantor irrevocably designates Lender as Grantor's attorney-in-fact to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

Appoint Receiver. Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

Other Remedies. Lender shall have all other rights and remedies provided in this Assignment or the Note or by law.

Election of Remedies. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Assignment, after Grantor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies.

Expenses. If Lender institutes any suit or action to enforce any of the terms of this Assignment, Lender shall be entitled to recover such sum as the court may adjudge reasonable. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees, title insurance, and fees for the Trustee, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

ATTORNEY FEES AND EXPENSES. The undersigned agrees to pay on demand all of Lender's costs and expenses, including Lender's attorney fees and legal expenses, incurred in connection with enforcement of this Agreement. Lender may hire or pay someone else to help enforce this Agreement. Lender may also use attorneys who are salaried employees of Lender to enforce this Agreement. The undersigned shall pay all costs and expenses of all such enforcement. In the event arbitration, suit, action or other legal proceeding is brought to interpret or enforce this Agreement, the undersigned agrees to pay all additional sums as the arbitrator or court may adjudge reasonable as Lender's costs, disbursements, and attorney fees at hearing, trial, and on any and all appeals. As used in this paragraph "Agreement" means the loan agreement, promissory note, guaranty, security agreement, or other agreement, document, or instrument in which this paragraph is found, even if this document is also described by another name. Whether or not an arbitration or court action is filed, all reasonable attorney fees and expenses Lender incurs in protecting its interests and/or enforcing this Agreement shall become part of the Indebtedness evidenced or secured by this Agreement, shall bear interest at the highest applicable rate under the promissory note or credit agreement, and shall be paid to Lender by the other party or parties signing this Agreement on demand. The attorney fees and expenses covered by this paragraph include without limitation all of Lender's attorney fees (including the fees charged by Lender's in-house attorneys, calculated at hourly rates charged by attorneys in private practice with comparable skill and experience), Lender's fees and expenses for bankruptcy proceedings (including efforts to modify, vacate, or obtain relief from any automatic stay), fees and expenses for Lender's post-judgment collection activities, Lender's cost of searching lien records, searching public record databases, on-line computer legal research, title reports, surveyor reports, appraisal reports, collateral inspection reports, title insurance, and bonds issued to protect Lender's collateral, all to the fullest extent allowed by law.

WAIVE JURY. All parties hereby waive the right to any jury trial in any action, proceeding or counterclaim brought by any party against any other party.

VENUE. The loan transaction that is evidenced by this Agreement has been applied for, considered, approved and made in the State of Oregon. If there is a lawsuit relating to this Agreement, the undersigned shall, at Lender's request, submit to the jurisdiction of the courts of Lane, Douglas or Washington County, Oregon, as selected by Lender, in its sole discretion, except and only to the extent of procedural matters related to Lender's perfection and enforcement of its rights and remedies against the collateral for the loan, if the law requires that such a suit be brought in another jurisdiction. As used in this paragraph, the term "Agreement" means the promissory note, guaranty, security agreement or other agreement, document or instrument in which this paragraph is found, even if this document is described by another name, as well.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Assignment:

Amendments. This Assignment, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Assignment. No alteration of or amendment to this Assignment shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Arbitration. Grantor and Lender agree that all disputes, claims and controversies between them whether individual, joint, or class in nature, arising from this Assignment or otherwise, including without limitation contract and tort disputes, shall be arbitrated pursuant to the Rules of the American Arbitration Association in effect at the time the claim is filed, upon request of either party. No act to take or dispose of any Property shall constitute a waiver of this arbitration agreement or be prohibited by this arbitration agreement. This includes, without limitation, obtaining injunctive relief or a temporary restraining order; foreclosing by notice and sale under any deed of trust or mortgage; obtaining a writ of attachment or imposition of a receiver; or exercising any rights relating to personal property, including taking or disposing of such property with or without judicial process pursuant to Article 9 of the Uniform Commercial Code. Any disputes, claims and

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controversies concerning the lawfulness or reasonableness of any act, or exercise of any right, concerning any Property, including any claim to rescind, reform, or otherwise modify any agreement relating to the Property, shall also be arbitrated, provided however that no arbitrator shall have the right or the power to enjoin or restrain any act of any party. Judgment upon any award rendered by any arbitrator may be entered in any court having jurisdiction. Nothing in this Assignment shall preclude any party from seeking equitable relief from a court of competent jurisdiction. The statute of limitations, estoppel, waiver, laches, and similar doctrines which would otherwise be applicable in an action brought by a party shall be applicable in any arbitration proceeding, and the commencement of an arbitration proceeding shall be deemed the commencement of an action for these purposes. The Federal Arbitration Act shall apply to the construction, interpretation, and enforcement of this arbitration provision.

Caption Headings. Caption headings in this Assignment are for convenience purposes only and are not to be used to interpret or define the provisions of this Assignment.

Governing Law. This Assignment will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Oregon without regard to its conflicts of law provisions. This Assignment has been accepted by Lender in the State of Oregon.

Merger. There shall be no merger of the interest or estate created by this assignment with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

Interpretation. (1) In all cases where there is more than one Borrower or Grantor, then all words used in this Assignment in the singular shall be deemed to have been used in the plural where the context and construction so require. (2) If more than one person signs this Assignment as "Grantor," the obligations of each Grantor are joint and several. This means that if Lender brings a lawsuit, Lender may sue any one or more of the Grantors. If Borrower and Grantor are not the same person, Lender need not sue Borrower first, and that Borrower need not be joined in any lawsuit. (3) The names given to paragraphs or sections in this Assignment are for convenience purposes only. They are not to be used to interpret or define the provisions of this Assignment.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Assignment unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Assignment shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Assignment. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Assignment, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Notices. Any notice required to be given under this Assignment shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Assignment. Any party may change its address for notices under this Assignment by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors.

Powers of Attorney. The various agencies and powers of attorney conveyed on Lender under this Assignment are granted for purposes of security and may not be revoked by Grantor until such time as the same are renounced by Lender.

Severability. If a court of competent jurisdiction finds any provision of this Assignment to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Assignment. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Assignment shall not affect the legality, validity or enforceability of any other provision of this Assignment.

Successors and Assigns. Subject to any limitations stated in this Assignment on transfer of Grantor's interest, this Assignment shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Assignment and the Indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Assignment or liability under the Indebtedness.

Time is of the Essence. Time is of the essence in the performance of this Assignment.

Waiver of Homestead Exemption. Grantor hereby releases and waives all rights and benefits of the homestead exemption laws of the State of Oregon as to all Indebtedness secured by this Assignment.

Waiver of Right of Redemption. NOTWITHSTANDING ANY OF THE PROVISIONS TO THE CONTRARY CONTAINED IN THIS ASSIGNMENT, GRANTOR HEREBY WAIVES ANY AND ALL RIGHTS OF REDEMPTION FROM SALE UNDER ANY ORDER OR JUDGMENT OF FORECLOSURE ON GRANTOR'S BEHALF AND ON BEHALF OF EACH AND EVERY PERSON, EXCEPT JUDGMENT CREDITORS OF GRANTOR, ACQUIRING ANY INTEREST IN OR TITLE TO THE PROPERTY SUBSEQUENT TO THE DATE OF THIS ASSIGNMENT.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Assignment. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Assignment shall have the meanings attributed to such terms in the Uniform Commercial Code:

Assignment. The word "Assignment" means this ASSIGNMENT OF RENTS, as this ASSIGNMENT OF RENTS may be amended or modified from time to time, together with all exhibits and schedules attached to this ASSIGNMENT OF RENTS from time to time.

Borrower. The word "Borrower" means TAJ Enterprises, Inc..

Default. The word "Default" means the Default set forth in this Assignment in the section titled "Default".

Event of Default. The words "Event of Default" mean any of the events of default set forth in this Assignment in the default section of this Assignment.

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Grantor. The word "Grantor" means TAJ Enterprises, Inc..

Guarantor. The word "Guarantor" means any guarantor, surety, or accommodation party of any or all of the Indebtedness.

Guaranty. The word "Guaranty" means the guaranty from Guarantor to Lender, including without limitation a guaranty of all or part of the Note.

Indebtedness. The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Lender to enforce Grantor's obligations under this Assignment, together with interest on such amounts as provided in this Assignment. Specifically, without limitation, Indebtedness includes all amounts that may be indirectly secured by the Cross-Collateralization provision of this Assignment.

Lender. The word "Lender" means Umpqua Bank, its successors and assigns.

Note. The word "Note" means the promissory note dated April 8, 2008, **in the original principal amount of $1,695,500.00** from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement.

Property. The word "Property" means all of Grantor's right, title and interest in and to all the Property as described in the "Assignment" section of this Assignment.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

Rents. The word "Rents" means all of Grantor's present and future rights, title and interest in, to and under any and all present and future leases, including, without limitation, all rents, revenue, income, issues, royalties, bonuses, accounts receivable, cash or security deposits, advance rentals, profits and proceeds from the Property, and other payments and benefits derived or to be derived from such leases of every kind and nature, whether due now or later, including without limitation Grantor's right to enforce such leases and to receive and collect payment and proceeds thereunder.

THE UNDERSIGNED ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS ASSIGNMENT, AND NOT PERSONALLY BUT AS AN AUTHORIZED SIGNER, HAS CAUSED THIS ASSIGNMENT TO BE SIGNED AND EXECUTED ON BEHALF OF GRANTOR ON APRIL 8, 2008.

GRANTOR:

TAJ ENTERPRISES, INC.

By: Terry P. Cummings
Terry P. Cummings, President of TAJ Enterprises, Inc.

By: Joan D Cummings
Joan D Cummings, Secretary of TAJ Enterprises, Inc.

CORPORATE ACKNOWLEDGMENT

STATE OF ARIZONA)
) SS
COUNTY OF MARICOPA)

JULIE JACOBSON
NOTARY PUBLIC - ARIZONA
MARICOPA COUNTY
My Commission Expires
February 4, 2011

On this 19TH day of APRIL, 20 08, before me, the undersigned Notary Public, personally appeared **Terry P. Cummings, President of TAJ Enterprises, Inc.**, and known to me to be an authorized agent of the corporation that executed the ASSIGNMENT OF RENTS and acknowledged the Assignment to be the free and voluntary act and deed of the corporation, by authority of its Bylaws or by resolution of its board of directors, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this Assignment and in fact executed the Assignment on behalf of the corporation.

By Julie Jacobson
Notary Public in and for the State of ARIZONA

Residing at 16925 E. Shea Blvd, Ftn Hills
My commission expires February 4, 2011

Date Received:

JAN 30 2014

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CORPORATE ACKNOWLEDGMENT

STATE OF ARIZONA)
) SS
COUNTY OF MARICOPA)

JULIE JACOBSON
NOTARY PUBLIC - ARIZONA
MARICOPA COUNTY
My Commission Expires
February 4, 2011

On this 19TH day of APRIL, 2008, before me, the undersigned Notary Public, personally appeared Joan D. Cummings, Secretary of TAJ Enterprises, Inc., and known to me to be an authorized agent of the corporation that executed the ASSIGNMENT OF RENTS and acknowledged the Assignment to be the free and voluntary act and deed of the corporation, by authority of its Bylaws or by resolution of its board of directors, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this Assignment and in fact executed the Assignment on behalf of the corporation.

By Julie Jacobson Residing at 16925 E. Shea Blvd, Ftn Hills

Notary Public in and for the State of ARIZONA My commission expires February 4, 2011

LASER PRO Lending, Ver. 5.39.00.008 Copr. Harland Financial Solutions, Inc. 1997, 2008. All Rights Reserved. - OR
D:\LPRO\CFI\LPL\G14.FC TR-40211 PR-62

Date Received:

JAN 30 2014

Original Submittal

FirstAm 7191-1197018TM
1703220002603 / 0188522

First American Title
PO Box 10146
Eugene, OR 97440

10
10
11

[redacted]

Division of Chief Deputy Clerk
Lane County Deeds and Records

2008-022568

$31.00

00991628200800225680020021

04/22/2008 11:16:44 AM

RPR-MTG Cnt=1 Stn=6 CASHIER 07
$10.00 $10.00 $11.00

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]

B. SEND ACKNOWLEDGMENT TO. (Name and Address)

Umpqua Bank
PO BOX 1580
Roseburg, OR 97470

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a ORGANIZATION'S NAME: TAJ Enterprises, Inc.

OR 1b INDIVIDUAL'S LAST NAME | FIRST NAME | MIDDLE NAME | SUFFIX

1c MAILING ADDRESS: 4242 Commerce | CITY: Eugene | STATE: OR | POSTAL CODE: 97402 | COUNTRY: USA

1d SEE INSTRUCTIONS | ADD'L INFO RE ORGANIZATION DEBTOR | 1e TYPE OF ORGANIZATION: Corporation | 1f. JURISDICTION OF ORGANIZATION: OR | 1g ORGANIZATIONAL ID #, if any: 100988-87 ☐ NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a ORGANIZATION'S NAME

OR 2b INDIVIDUAL'S LAST NAME | FIRST NAME | MIDDLE NAME | SUFFIX

2c MAILING ADDRESS | CITY | STATE | POSTAL CODE | COUNTRY

2d SEE INSTRUCTIONS | ADD'L INFO RE ORGANIZATION DEBTOR | 2e TYPE OF ORGANIZATION | 2f JURISDICTION OF ORGANIZATION | 2g ORGANIZATIONAL ID #, if any ☐ NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a ORGANIZATION'S NAME: Umpqua Bank

OR 3b INDIVIDUAL'S LAST NAME | FIRST NAME | MIDDLE NAME | SUFFIX

3c MAILING ADDRESS: C/O Loan Support Services, PO Box 1580 | CITY: Roseburg | STATE: OR | POSTAL CODE: 97470 | COUNTRY: USA

4. This FINANCING STATEMENT covers the following collateral

All Fixtures; whether any of the foregoing is owned now or acquired later; all accessions, additions, replacements, and substitutions relating to any of the foregoing; all records of any kind relating to any of the foregoing; all proceeds relating to any of the foregoing (including insurance, general intangibles and accounts proceeds).

5. ALTERNATIVE DESIGNATION [if applicable] ☐ LESSEE/LESSOR ☐ CONSIGNEE/CONSIGNOR ☐ BAILEE/BAILOR ☐ SELLER/BUYER ☐ AG. LIEN ☐ NON-UCC FILING

6. ☒ This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS Attach Addendum [if applicable]

7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) [ADDITIONAL FEE] [optional] ☐ All Debtors ☐ Debtor 1 ☐ Debtor 2

8. OPTIONAL FILER REFERENCE DATA
68835569

Date Received:

FILING OFFICE COPY — UCC FINANCING STATEMENT (FORM UCC1) (REV 05/22/02)

Hartland Financial Solutions
400 S.W. 6th Avenue, Portland, Oregon 97204

Original Submittal

Description: Lane,OR Document - Year.DocID 2008.22568 Page 1 of 2
Order: 1234 Comment:

UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

9 NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT

9a ORGANIZATION'S NAME

TAJ Enterprises, Inc.

OR

9b INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME, SUFFIX

10. MISCELLANEOUS.

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

11 ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one name (11a or 11b) - do not abbreviate or combine names

11a ORGANIZATION'S NAME

OR

11b INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

11c MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

11d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	11e TYPE OF ORGANIZATION	11f JURISDICTION OF ORGANIZATION	11g ORGANIZATIONAL ID #, if any
				☐ NONE

12 ☐ ADDITIONAL SECURED PARTY'S or ☐ ASSIGNOR S/P'S NAME - insert only one name (12a or 12b)

12a. ORGANIZATION'S NAME

OR

12b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

12c MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

13 This FINANCING STATEMENT covers ☐ timber to be cut or ☐ as-extracted collateral, or is filed as a ☒ fixture filing.

14. Description of real estate.

Parcel 1, Land Partition Plat No. 95-P0692, Lane County Official Records, in Lane County, Oregon.

15. Name and address of a RECORD OWNER of above-described real estate (if Debtor does not have a record interest)

16. Additional collateral description

17. Check only if applicable and check only one box

Debtor is a ☐ Trust or ☐ Trustee acting with respect to property held in trust or ☐ Decedent's Estate

18 Check only if applicable and check only one box

☐ Debtor is a TRANSMITTING UTILITY

☐ Filed in connection with a Manufactured-Home Transaction - effective 30 years

☐ Filed in connection with a Public-Finance Transaction - effective 30 years

Date Received: JAN 30 2014

FILING OFFICE COPY — UCC FINANCING STATEMENT ADDENDUM (FORM UCC1Ad) (REV. 05/22/02)

Harland Financial Solutions
400 S.W. 6th Avenue, Portland, Oregon 97204

Original Submittal

Description: Lane,OR Document - Year.DocID 2014.2158 Page 2 of 2
Order: 1234 Comment:

5 - 14 - 98 - 24 19

9837220

RETURN TO CASCADE TITLE CO

17-03-22 4-D # 2603

TITLE NO. 315/109
ESCROW NO. EU98-3110
TAX ACCT. NO. 1188522

WARRANTY DEED -- STATUTORY FORM

5.
10.
20.

LARRY D. OLSON, Grantor,

conveys and warrants to

TAJ ENTERPRISES, INC., an Oregon Corporation, Grantee,

the following described real property free of encumbrances except as specifically set forth herein:

Parcel 1, Land Partition Plat No. 95-P0692, Lane County Official Records, in Lane County, Oregon.

THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES AND TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930.

Except the following encumbrances:

B:15MAY.14'98#01REC 5.00
B:15MAY.14'98#01PFUND 10.00
B:15MAY.14'98#01A&T FUND 20.00

EASEMENTS AND AGREEMENTS OF RECORD.

The true consideration for this conveyance is $510,000.00.

Dated this 12th day of May, 1998.

Larry D. Olson
LARRY D. OLSON

STATE OF OREGON, County of Columbia)ss.

This instrument was acknowledged before me on May 12, 1998, by LARRY D. OLSON

Valerie Lee Arnall
Notary Public for Oregon
My commission expires 8-31-99

OFFICIAL SEAL
VALERIE LEE ARNALL
NOTARY PUBLIC - OREGON
COMMISSION NO. 044597
MY COMMISSION EXPIRES AUGUST 31, 1999

LARRY D. OLSON
700 PORT AVE.
ST. HELENS, OR 97051
GRANTOR'S NAME AND ADDRESS

Until a change is requested all tax statements shall be sent to the following address:
*** SAME AS GRANTEE ***

TAJ ENTERPRISES, INC
4242 COMMERCE
EUGENE, OR 97402
GRANTEE'S NAME AND ADDRESS

After recording return to:
CASCADE TITLE CO.
811 WILLAMETTE
EUGENE, OR 97401

State of Oregon
County of Lane — ss.
I, the County Clerk, in and for the said County, do hereby certify that the within instrument was received for record at

'98 MAY 14 PM 1:52

Rec 2419R

Lane County OFFICIAL Records
Lane County Clerk

By _____
County Clerk

Date Received:

JAN 30 2014

Original Submittal

IMPROVEMENT AGREEMENT

(In Lieu of Immediate Construction of Public Improvement, includes Waver of Right to Remonstrate)

10
10

IN CONSIDERATION of the covenants herein recited, the City of Springfield, hereinafter referred to as City, and Cardinal Estates LLC, Terry Cardinal, President, hereinafter referred to as Applicant(s), do covenant and agree with respect to the real property described below as follows:

1. Applicant(s) warrants and represents to the City of Springfield that it is the owner of the property more particularly described and set forth in Paragraph 7 below and, as owner, has the authority to enter into this Improvement Agreement with the City of Springfield

2. Applicant(s) desires Development Approval from the City with respect to the following Development Application Site Plan Review 98-86-130

3. The development will cause both an immediate and long-term demand on the various public facilities of City and Lane County including the specific public improvements necessitated by the development as set forth in paragraph 6.

4. This Improvement Agreement is an alternative to imposing a condition on Applicant's development approval that the Applicant make immediate construction of any public improvement that the development necessitates. The objective is to promote efficiency, coordination, and spread costs by providing an opportunity for a district wide improvement mechanism where construction occurs in a coordinated project with the participation of adjacent and other properties in the area, instead of requiring immediate improvement in conjunction with each development application. There is no guarantee, however, that such a coordinated project will be possible and the City reserves the right to require construction of the improvements in the future at City discretion.

5. (a) Applicant and City agree that Applicant will pay the cost of the following public facility improvements described in Paragraph 6 in accordance with respective cost assumption policy established by City at the time the City determines to undertake and complete such public improvements.

(b) Applicant and city acknowledge and agree that the cost of such improvements and the portion thereof to be paid by Applicant are presently unknown and may be greater that the costs that would be apportioned if the improvements were constructed immediately or by Applicant now or later.

(c) Applicant acknowledges that the timing of the construction of such improvements is with in the sole and exclusive direction of the City.

6. (a) STREET IMPROVEMENTS along the frontage of N/A
to include: ( ) surface paving; ( ) storm sewers; ( ) sanitary sewers; ( ) curbs; ( ) gutters; ( ) planter strips; ( ) street trees; ( ) street lights; ( ) sidewalks.

(b) TRAFFIC SIGNALS at the intersection of Pheasant Blvd & Harlow Road

(c) OTHER IMPROVEMENTS Traffic controls required for signalization.

Applicant acknowledges that the list of marked improvements reflect those that would currently be required under the appropriate City codes and ordinances. Applicant acknowledges that it understands that the improvements made will be those required to bring the street to full urban standards for the then current functional classification of the street as those standards exist at the time the improvements are made and may, therefore, differ from the list of improvements checked herein.

7. LEGAL DESCRIPTION: PARCEL 1, LAND PARTITION PLAT # 95-P0692, Lane County Official Records, in Lane County, - OREGON

AKA _____ 17-03-22 TL#2603
Property Address Tax Lot No.

RETURN TO:
CITY OF SPRINGFIELD - PUBLIC WORKS DEPT. - 225 FIFTH STREET - SPRINGFIELD - OR. - 97477

40960C1.30'98MORFC 10.00
40960C1.30'98MORFUND 10.00

Date Received:
3 0 2014
Original Submittal

8. This agreement is enforceable by the State of Oregon, Lane County or City.

9. APPLICANT AGREES TO SIGN ANY AND ALL WAIVERS, PETITIONS, CONSENTS AND ALL OTHER DOCUMENTS NECESSARY TO OBTAIN THE ABOVE LISTED IMPROVEMENTS UNDER ANY IMPROVEMENT ACT OR PROCEEDING OF THE STATE OF OREGON, LANE COUNTY, OR CITY AND TO WAIVE ALL RIGHT TO REMONSTRATE AGAINST SUCH IMPROVEMENTS. Applicant does not waive any right to protest the amount or manner of spreading the assessment thereof, if the same shall appear to the Applicant to bear inequitability or unfair upon said property of Applicant. Applicant's acceptance of the non-remonstrance condition is in consideration for the City's waiver of he requirement for the immediate construction of the public improvements that the development necessitates. This improvement agreement waives the property owner's right to file a written remonstration. It does not waive a property owner's right to comment on the proposed district or any related matters orally or in writing.

10. City agrees that Applicant's execution and performance of the terms of the Agreement will be deemed to be in compliance with City's policy pertaining to improvement requirements, and if Applicant complies in every respect with all other applicable laws of the State of Oregon, Lane County, and City, Applicant shall be entitled to Development Approval, subject to the terms and conditions of approval set forth therein.

11. It is the intention of the parties hereto that the covenants herein contained shall run with the land herein described, and shall be binding upon the heirs, executors, assigns, administrators, and successors of the parties hereto, and shall be construed to be a benefit and a burden upon the property herein described. This agreement shall be recorded in the Lane County Deed Records.
or land and shall not be personal obligations of the applicant.

WHEREFORE, the parties have set their hand this 19th day of October, 1998.

By Terry P. Cummings
Applicant Pres.

By Jean D. Cummings
Applicant Sec'y - Treas.

STATE OF ~~OREGON~~ Tennessee)
) ss.
County of ~~Lane~~ Davidson

On this 19th day of October, 1998, before me appeared Terry P. Cummings and Jean D. Cummings who being sworn did say that they are the President and Secretary, respectively of the corporation, and that the seal affixed hereto is its seal, and that this deed was voluntarily signed and sealed in behalf of the corporation by authority of its Board of Directors. Before me.

Notary Public for Oregon
My Commission Expires 7/21/99

By Dan E. Brown
City of Springfield
Dan E Brown - Director of Public Works

STATE OF OREGON)
) ss.
County of Lane)

On this 24TH day of OCTOBER, 1998, there personally appeared before me Dan E. Brown, the Director of Public Works, for the City of Springfield and signed the above document.

OFFICIAL SEAL
DENNIS P ERNST
NOTARY PUBLIC - OREGON
COMMISSION NO. 062916
MY COMMISSION EXPIRES APRIL 20, 2000

Notary Public for Oregon
My Commission Expires April 20, 2000

RETURN TO:
CITY OF SPRINGFIELD - PUBLIC WORKS DEPT - 225 FIFTH STREET - SPRINGFIELD - OR. - 97477

Date Received:
3 0 2014

Original Submittal

Description: Lane,OR Document - Year.DocID 1998.95695 Page: 3 of 3
Order: 1234 Comment:

9886951

State of Oregon
County of Lane — ss.
I, the County Clerk, ex officio for the said County, do hereby certify that the within instrument was received for record at

'98 OCT 30 PM 3:45

and 2479 R
Lane County OFFICIAL Records
Lane County Clerk

By _____
County Clerk

Date Received:

JAN 3 0 2014

Original Submittal

2-19-99 2518

99015670

DATE: 2/19/99

CITY OF SPRINGFIELD

By Kenneth J. Vogeney
System Development Charge Administrator

State of Oregon)
S.S
County of Lane)

Personally appeared KENNETH J. VOGENEY, who, being duly sworn, did say that he/she is the System Development Charge Administrator of the City of Springfield, a municipal corporation, and that said instrument was signed in behalf of said corporation and acknowledged said instrument to be its voluntary act and deed

OFFICIAL SEAL
DENNIS P ERNST
NOTARY PUBLIC - OREGON
COMMISSION NO. 052816
MY COMMISSION EXPIRES APRIL 20, 2000

Notary Public for Oregon
My Commission Expires on APRIL 20, 2000

State of Oregon
County of Lane — ss.
I, the County Clerk in and for the said County, do hereby certify, that the within instrument was received for record at

'99 FEB 19 PM 2:20

Rec 2518R

Lane County OFFICIAL Records
Lane County Clerk

by _____
County Clerk

Date Received:

JAN 30 2014

Original Submittal

Copy of Site Plan

Date Received:

JAN 3 0 2014

Original Submittal

PROPRIETARY INFORMATION

THE INFORMATION CONTAINED IN THIS SET OF CONSTRUCTION DOCUMENTS IS PROPRIETARY BY NATURE. ANY USE OR DISCLOSURE OTHER THAN THAT WHICH RELATES TO AT&T WIRELESS, LLC SERVICES IS STRICTLY PROHIBITED

at&t
Your world. Delivered.

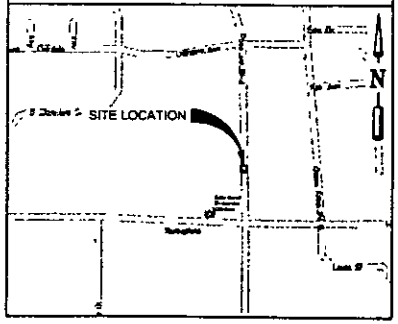
EG34 GATEWAY MALL EAST

2728 PHEASANT BLVD
SPRINGFIELD, OR 97477
LANE COUNTY

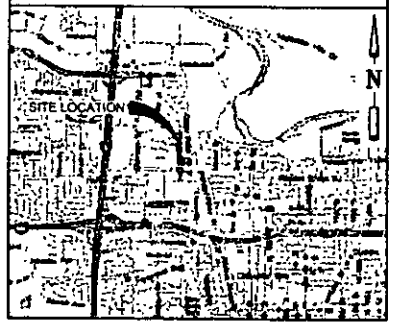
LEGAL DESCRIPTION

PARCEL 1, LAND PARTITION PLAT NO 95-P0802, LANE COUNTY OFFICIAL RECORDS, IN LANE COUNTY OREGON

VICINITY MAP



GENERAL LOCATION MAP



PROJECT TEAM

APPLICANT:
AT&T MOBILITY
19801 SW 72ND AVENUE
TUALATIN OR 97062
BRANDON OLSEN
(503) 691-1359

PROJECT CONSULTANT:
LEXCOM DEVELOPMENT, INC
617 5TH AVE SOUTH
SEATTLE, WA 98104
(866) 251-8778

PROJECT ENGINEER:
CORNERSTONE ENGINEERING INC
18928 WOODINVILLE-REDMOND RD N E, STE 210
WOODINVILLE, WA 98072
MARK W OLSON P E
(425) 487-1732

PROPERTY OWNER:
TAJ ENTERPRISES INC
RANDY CUMMINGS
18110 E POCO RIO DR
RIO VERDE AZ 85263
(541) 913-8493
randyc@courtsportsac.com

PROJECT MANAGER:
LEXCOM
DOUG SANDSTROM
(415) 698-3312
doug.sandstrom@lexcomcorp.com

SITE ACQUISITION:
LEXCOM
STEVE BODINE
(503) 544-9995
steve.bodine@lexcomcorp.com

ZONING
LEXCOM
STEVE BODINE
(503) 544-9995
steve.bodine@lexcomcorp.com

CONSTRUCTION COORDINATOR:
LEXCOM
STEVE BODINE
(503) 544-9995
steve.bodine@lexcomcorp.com

DRAWING INDEX

DWG NO.	DESCRIPTION
T-1	TITLE SHEET
SV-1	EXISTING SITE SURVEY (BY OTHERS)
L-1	LANDSCAPE PLAN
A-1	SITE PLAN
A-1.1	ENLARGED SITE PLAN
A-2	SOUTH ELEVATION & ANTENNA PLAN
P-1	PARKING PLAN

APPROVAL/SIGN OFF OF DRAWINGS

CONSULTANT GROUP SIGN OFF	DATE	SIGNATURE
PROJECT MANAGER		
CONSTRUCTION COORDINATOR		
SITE ACQUISITION		
ZONING		
LANDLORD'S REPRESENTATIVE		
AT&T SIGN OFF	**DATE**	**SIGNATURE**
PROJECT MANAGER		
CONSTRUCTION COORDINATOR		
RF ENGINEER		
ELECTRICAL ENGINEER		
OPERATIONS		
COMPLIANCE		
INTERCONNECT		

REVIEWERS SHALL CLEARLY PLACE INITIALS ADJACENT TO EACH REDLINE NOTE AS DRAWINGS ARE BEING REVIEWED

DRIVING DIRECTIONS

FROM AT&T MOBILITY IN TUALATIN

TAKE I-5 SOUTH TO SPRINGFIELD (84 2 MILES)
TAKE EXIT 195A TOWARD SPRINGFIELD/GATEWAY MALL
MERGE ONTO OR-569 E/RANDY PAPE BELTLINE (0 3 MILES)
TURN RIGHT ONTO GATEWAY STREET AND CONTINUE (0 9 MILES)
TURN LEFT ON HARLOW ROAD (0 4 MILES)
TURN LEFT ON PHEASANT BOULEVARD, SITE IS ON THE LEFT (1 MILE)

UTILITY COMPANIES

POWER COMPANY:
SPRINGFIELD UTILITY
(541) 746-8481

FIBER COMPANY:
CENTURYLINK
(800) 478-7526

PROJECT INFORMATION

CODE INFORMATION
ZONING CLASSIFICATION COMMUNITY COMMERCIAL
BUILDING CODE 2010 OREGON STRUCTURAL SPECIALTY CODE AMENDMENTS (IBC 2009)
CONSTRUCTION TYPE V-B
OCCUPANCY, GROUP U
JURISDICTION CITY OF SPRINGFIELD
PROPOSED BUILDING USE TELECOMM

SITE LOCATION (BASED ON NAD 83):
LATITUDE: 44° 04' 19 85" N (44 0721)
LONGITUDE 123° 02' 6 75" W (-123 0352)
TOP OF STRUCTURE. ±120' AGL (MONOPINE)
BASE OF STRUCTURE. ±441 7' AMSL

PARCEL NUMBER:
1703220002603

AREA OF PARCEL
±131,539 SQ FT (±3 02 ACRES)

PROJECT AREA:
±1848 5 SQ FT. (LEASE AREA)

NEW IMPERVIOUS AREA
0 SQ FT.

GENERAL INFORMATION:
1. PARKING REQUIREMENTS INCLUDE ASSIGNED TECH PARKING
2 TRAFFIC IS UNAFFECTED
3 SIGNAGE IS PROPOSED

PROJECT DESCRIPTION

- ADD 11 -6"x26'-0" EQUIPMENT SHELTER
- ADD 120'-0" MONOPINE
- ADD (24) RRH'S
- ADD (4) SURGE SUPPRESSION DISTRIBUTION UNITS
- ADD (12) PANEL ANTENNAS
- ADD (1) 8'0 MICROWAVE ANTENNA (FUTURE)
- ADD (1) RING MOUNT W/ (3) STANDOFF ARMS
- ADD (8) POWER CABLES
- ADD (4) FIBER CABLES
- ADD (1) ICE BRIDGE
- ADD (2) GPS ANTENNAS
- ADD 6'-0" CHAIN-LINK FENCE
- ADD 5'-0" WIDE LANDSCAPING BARRIER
- ADD (1) SERVICE METER H-FRAME

at&t
Your world. Delivered

PROJECT CONSULTANTS

LEXCOM

PLANS PREPARED BY

CORNERSTONE ENGINEERING INC
18928 WOODINVILLE-REDMOND RD NE, SUITE 210
WOODINVILLE WA 98072
PHONE 425-487-1732
EMAIL info@cornerstone-eng.com
WEB: CORNERSTONE-ENGR.COM

PROJECT INFO

EG34
GATEWAY MALL EAST
2728 PHEASANT BLVD
SPRINGFIELD, OR 97477
LANE COUNTY

ISSUED FOR

ZONING

REV	DATE	ISSUED FOR	BY
1	01 29-14	REVISED PER CLIENT REQUEST	DRA
0	01-09-14	FINAL	NJL
1	12-11-13	PRELIMINARY	NJH

DRAWN BY	CHK.	APV.
NJH	BMH	MWO

CURRENT ISSUE DATE

01-29-14

LICENSURE

REGISTERED PROFESSIONAL ENGINEER
OREGON
MARK W OLSON
01/29/14
EXPIRATION DATE 12/31/14

DRAWING INFORMATION

DO NOT SCALE DRAWINGS CONTRACTOR MUST VERIFY ALL DIMENSIONS AND ADVISE CONSULTANTS OF ANY ERRORS AND OMISSIONS ALL PREVIOUS ISSUES OF THIS DRAWING ARE SUPERSEDED BY THE LATEST REVISION THE INFORMATION CONTAINED IN THIS SET OF DOCUMENTS IS PROPRIETARY BY NATURE ANY USE OR DISCLOSURE OTHER THAN WHICH IS RELATED TO NAMED CLIENT IS STRICTLY PROHIBITED

DRAWING TITLE

TITLE SHEET

DRAWING NUMBER

T-1 | 1

CEI JOB NUMBER NB 13-56065

Date Received:

JAN 30 2014

Original Submittal

LEGAL DESCRIPTION

PARCEL 1, LAND PARTITION PLAT NO. 95-P0892, LANE COUNTY OFFICIAL RECORDS, IN LANE COUNTY, OREGON

EASEMENTS

(1) CORRESPONDS WITH ITEM NUMBER IN "SCHEDULE B" OF TITLE REPORT.

THE FOLLOWING EASEMENTS FROM THE REFERENCED TITLE REPORT CONTAIN SUFFICIENT INFORMATION TO BE DEPICTED ON THE PLAN. OTHER EASEMENTS OR ENCUMBRANCES, IF ANY, MAY AFFECT THE PROPERTY, BUT LACK SUFFICIENT INFORMATION TO BE SHOWN

(1) SANITARY SEWER EASEMENT PER REEL 2001R, RECEPTION NO. 94-72937, RECORDS OF LANE COUNTY – SHOWN PER REFERENCED PARTITION PLAT NO. 95-P0892

(2) PUBLIC UTILITY EASEMENT DISCLOSED ON FACE OF PARTITION PLAT NO. 95-P0892, RECORDS OF LANE COUNTY – SHOWN PER REFERENCED PARTITION PLAT NO. 95-P0892

LATITUDE/LONGITUDE POSITION

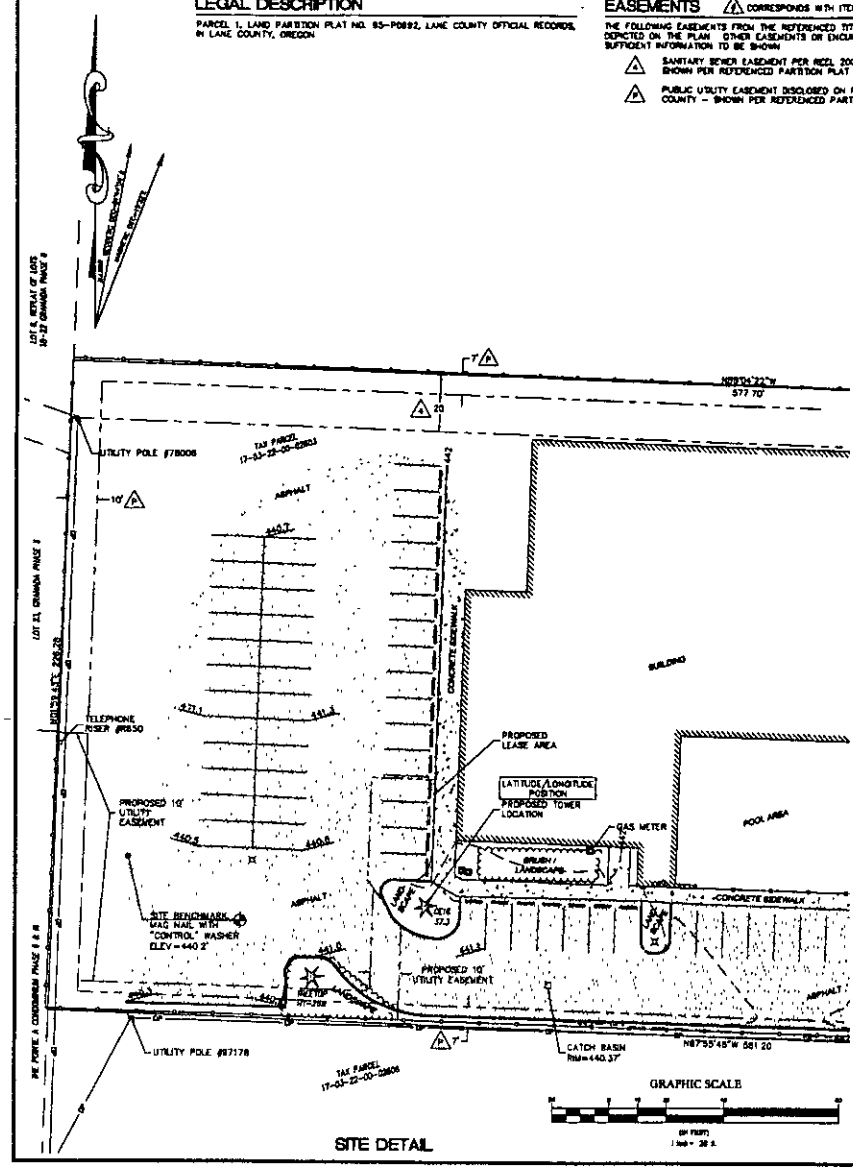
COORDINATE DATA AT PROPOSED TOWER LOCATION
NAD 83
LAT – 44°04'18.68" N NAVD 88
LONG – 123°02'08.79" W ELEV – 441.7 FEET

BENCHMARK IS "OBEC"
NGS OPS CORS STATION.
ELEV = 444.6'

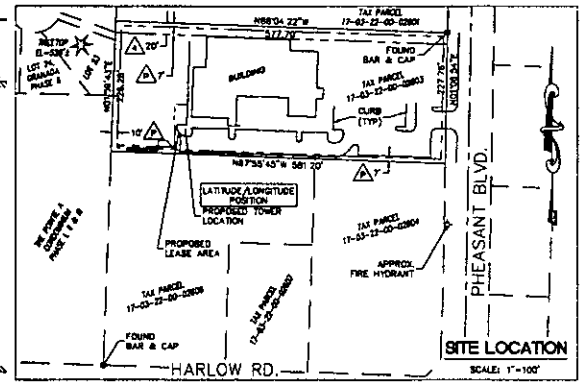
ELEVATION DERIVED USING GPS. ACCURACY MEETS OR EXCEEDS 1A STANDARDS AS DEFINED ON THE FAA ASAC INFORMATION SHEET 87.003.

NOTES

1) TITLE PER LOT BOOK SERVICE ORDER 7199-2182546 ISSUED BY FIRST AMERICAN TITLE COMPANY OF OREGON, DATED OCTOBER 9, 2013.
2) FIELD WORK CONDUCTED IN OCTOBER, 2013.
3) BASIS OF BEARING: OREGON COORDINATE SYSTEM, NORTH/SOUTH ZONE (NAD83).
4) UNDERGROUND UTILITIES SHOWN HEREON, IF ANY, WERE DELINEATED FROM SURFACE EVIDENCE AND/OR UTILITY COMPANY RECORDS. CRITICAL LOCATIONS SHOULD BE VERIFIED PRIOR TO DESIGN AND CONSTRUCTION.
5) FEMA DESIGNATION: ZONE X (AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOODPLAIN), PANEL 1133 OF 2975, FIRM MAP NUMBER 41039C1133F, EFFECTIVE DATE JUNE 2, 1999

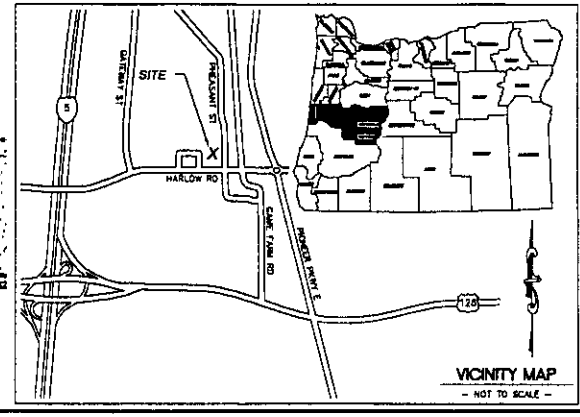


SITE DETAIL



SITE LOCATION

SCALE: 1"=100'



VICINITY MAP

– NOT TO SCALE –

LEGEND

- SUBJECT BOUNDARY LINE
- RIGHT-OF-WAY CENTERLINE
- RIGHT-OF-WAY LINE
- ADJACENT BOUNDARY LINE
- SECTIONAL BREAKDOWN LINE
- OP — OVERHEAD POWER LINE
- UP — BURIED POWER LINE
- G — BURIED GAS LINE
- OT — OVERHEAD TELEPHONE LINE
- UT — BURIED TELEPHONE LINE
- W — BURIED WATER LINE
- SS — BURIED SANITARY SEWER
- SD — BURIED STORM DRAIN
- DITCH LINE/FLOW LINE
- ROCK RETAINING WALL
- VEGETATION LINE
- CHAIN LINK FENCE
- WOOD FENCE
- WROUGHT IRON FENCE
- TRANSFORMER
- LIGHT STANDARD
- POWER VAULT
- UTILITY BOX
- UTILITY POLE
- POLE GUY WIRE
- GAS VALVE
- GAS METER
- TELEPHONE VAULT
- TELEPHONE RISER
- FIRE HYDRANT
- GATE VALVE
- WATER METER
- FIRE STAND PIPE
- CATCH BASIN, TYPE I
- CATCH BASIN, TYPE II
- SIGN
- BOLLARD
- MAIL BOX
- 234.21 SPOT ELEVATION

NOTE:
1) ALL ELEVATIONS SHOWN ARE ABOVE MEAN SEA LEVEL (AMSL) AND ARE REFERENCED TO THE NAVD88 DATUM.
2) ALL TOWER, TREE AND APPURTENANCE HEIGHTS ARE ABOVE GROUND LEVEL (AGL) AND ARE ACCURATE TO ± 3 FEET OR ± 1% OF TOTAL HEIGHT, WHICHEVER IS GREATER.

TREE LEGEND

DECIDUOUS TREE
AL12 — TRUNK DIAMETER (IN)
— TYPE

AL=ALDER
MP=MAPLE
DS=DECIDUOUS
MA=MADRONA
OK=OAK
CH=CHERRY

EVERGREEN TREE
OP18 / 195.2
— HEIGHT AGL IF MEASURED

CE=CEDAR
DF=DOUGLAS FIR
HE=HEMLOCK
PI=PINE
EVG=EVERGREEN

NOTE:
TREE DRIP LINES ARE NOT TO SCALE. TREE SYMBOLS REFERENCE TRUNK LOCATION ONLY. TRUNK DIAMETERS WERE APPROXIMATED AT 3.5' TO 4' ABOVE GROUND LEVEL. TREES SHOWN ARE FOR REFERENCE ONLY AND OTHER TREES AND VEGETATION MAY EXIST.

SITE INFORMATION

TAX LOT NUMBER	17-03-22-00-02803
SITE ADDRESS	2728 PHEASANT BLVD. SPRINGFIELD, OR 97477
SITE CONTACT	-
PHONE NUMBER	-
ZONING	MIXED USE COMM (SPRINGFIELD)
TOTAL LOT AREA	131,539± S.F.(3.02 AC.)
PROJECT AREA	1204 S.F.

SURVEY REFERENCE

1) PARTITION PLAT NOS. 95-P0892 & 2000-P1384, RECORDS LANE COUNTY
2) CRANADA PHASE II, PLAT RECORDS OF LANE COUNTY

BOUNDARY DISCLAIMER

THIS PLAN DOES NOT REPRESENT A BOUNDARY SURVEY. SUBJECT AND ADJACENT PROPERTY LINES ARE DEPICTED USING FIELD-FOUND EVIDENCE AND RECORD INFORMATION

CAUTION!

UNDERGROUND UTILITIES EXIST IN THE AREA AND UTILITY INFORMATION SHOWN MAY BE INCOMPLETE. STATE LAW REQUIRES THAT CONTRACTOR CONTACT THE ONE-CALL UTILITY LOCATE SERVICE AT LEAST 48 HOURS BEFORE STARTING ANY CONSTRUCTION.
1-800-424-5555

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LEXCOM

DUNCANSON Company, Inc.

SITE
EG34
GATEWAY MALL EAST
2728 PHEASANT BLVD.
SPRINGFIELD, OR 97477
LANE COUNTY

FLD. CREW:	JAR/SN
FLD. BOOK:	307/31
DRAWN BY	JMB
JOB #:	01792.1195
DATE:	11/01/13

REVISIONS

DATE	DESCRIPTION	BY
1/29/14	ADD FIRE HYDRANT	HJB

REGISTERED PROFESSIONAL LAND SURVEYOR
OREGON
MAY 10, 2011
JONATHAN WARLO BECKER
94870
RENEWS: 12/31/

SHEET TITLE
EXISTING SITE SURVEY
SEC 22, TWP 17 S, RNG 3 W, WM

SHEET NUMBER
SV1

Date Received:

JAN 30 2014

Original Submittal

PLANT SCHEDULE

SYMBOL	# OF PLANTS	BOTANICAL / COMMON NAME	SIZE / COMMENTS
	34	THUJA PYRAMIDALIS 'EMERALD GREEN' EMERALD GREEN ARBORVITAE	EVERGREEN TREE / SHRUB, 5-0" MINIMUM HGT AT PLANTING TIME. CONTRACTOR TO PURCHASE B&B NURSERY STOCK OR A 15 GALLON CONTAINER SIZE IS AN ACCEPTABLE SUBSTITUTE PROVIDED M MIMUM HEIGHT REQUIREMENTS ARE MET
	42	MAHONIA NERVOSA LOW OREGON GRAPE	1 GALLON CONTAINERS, TRIANGULAR SPACING @ 24" OC
	2"	BARK MULCH / FERTILE MULCH	TO BE PLACED IN AREAS NOT COVERED BY PLANTS TO PREVENT WEED GROWTH

SCOPE OF WORK:

1. THE WORK INCLUDED IN THESE NOTES/SPECIFICATIONS SHALL CONSIST OF ALL LABOR, TOOLS, MATERIALS PERMITS TAXES, AND ANY OTHER COSTS FORESEEABLE AND ENFORCEABLE AT THE TIME OF CONTRACTING, THAT ARE NECESSARY AND APPROPRIATE FOR THE INSTALLATION OF THE LANDSCAPING AS PORTRAYED ON THE ACCOMPANYING DWGS

SOIL PREPARATION:

ALL SOIL PREPARATION FOR THE PLANTING AREAS SHALL CONFORM TO LANE COUNTY SPECIFICATIONS ALL FERTILIZERS AND SOIL AMENDMENTS SHALL BE DERIVED FROM ORGANIC BASED MATERIALS IN CONFORMANCE WITH BEST MANAGEMENT PRACTICE FOR STORM WATER SOURCE CONTROL

PLANTING:

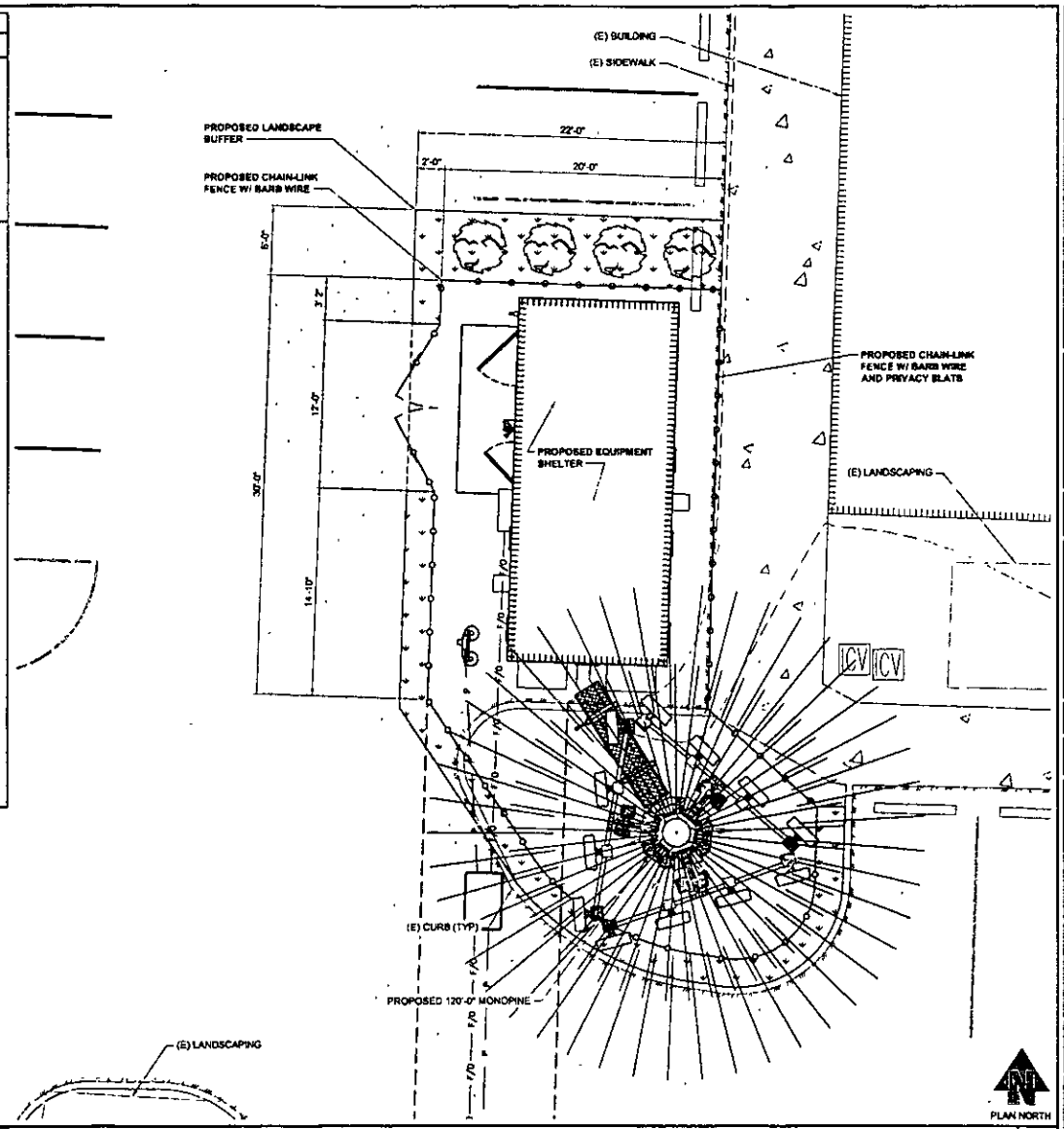
1. CONTAINER GROWN PLANTS TO BE PLANTED IN PLANT PITS TWO (2) TIMES WIDER THAN PLANT CONTAINER AND A DEPTH OF TWICE THE HEIGHT OF PLANT CONTAINER. PLANT CROWN TO BE SLIGHTLY HIGHER THAN IT'S NURSERY GROWN HEIGHT AFTER SETTLEMENT (SHRUBS ONLY)
2. ALL PLANTS SHALL BE WATERED IMMEDIATELY, BEFORE BACKFILLING PLANTING PITS
3. PROVIDE A WATERING BASIN AROUND ALL 5 GALLON AND LARGER SIZE MATERIAL APPROX. AS FOLLOWS " 5 GAL ——2" DEPTH X 1 5 TIMES CONTAINER SIZE
4. SCARIFY THE SIDES OF EACH ROOT BALL PRIOR TO PLANTING IF CIRCULAR ROOT GROWTH IS EVIDENT, IF CIRCULAR ROOT GROWTH HAS NOT BEEN CORRECTED, SAID PLANTS WILL BE REJECTED

MAINTENANCE:

1. MAINTENANCE PERIOD SHALL NOT BEGIN UNTIL ENTIRE INSTALLATION IS ACCEPTED BY LANDOWNER FOLLOWING THE FINAL INSPECTION
2. MAINTENANCE PERIOD SHALL BE FOR THE FOLLOWING DURATION 6 MONTHS
3. THE CONTRACTOR SHALL KEEP SITE WEED FREE, CLEAR OF DEBRIS AND REFILL WATERING BAGS SYSTEM AS REQUIRED ALL DEAD FOLIAGE TO BE REMOVED FROM PLANTS AND TREE STAKES SHALL BE ADJUSTED AS NECESSARY. ALL MAINTENANCE TASKS ARE THE RESPONSIBILITY OF THE OWNER AFTER 6 MONTHS

GUARANTEE:

1. THE CONTRACTOR SHALL GUARANTEE HEALTHY PLANT ESTABLISHMENT FOR A PERIOD OF 12 MONTHS BUT SHALL NOT BE RESPONSIBLE FOR DAMAGE DUE TO EXTREME WEATHER EVENTS SUCH AS HIGH WIND OR EXCESSIVE RAIN RUN-OFF SUCH 'NATURAL DAMAGE' CAN BE REPAIRED AS A TIME AND MATERIAL FEE, OR OTHER OWNER SPECIFIED METHOD BUT IT MUST BE CONFIRMED IN A WRITTEN CHANGE ORDER
2. ANY PLANT MATERIAL FAILING TO SURVIVE DUE TO THE CONTRACTOR'S IMPROPER INSTALLATION SHALL BE PURCHASED AND REPLACED BY THE CONTRACTOR



LANDSCAPING PLAN

22x34 SCALE 1/4" = 1'-0" | 01/21/17 | 1

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PROJECT CONSULTANTS

LEXCOM

PLANS PREPARED BY:

CORNERSTONE DESIGN INC

PROJECT INFO:

EG34

GATEWAY MALL EAST

2728 PHEASANT BLVD
SPRINGFIELD, OR 97477
LANE COUNTY

ISSUED FOR

ZONING

REV	DATE	ISSUED FOR	BY
3	01-29-14	REVISED PER CLIENT REQUEST	DRA
2	01-09-14	FINAL	NJL
1	12-11-13	PRELIMINARY	NJH

DRAWN BY	CHK.	APV
NJH	SMH	MWO

CURRENT ISSUE DATE: 01-29-14

LICENSURE

EXPIRATION DATE 12/31/14

DRAWING INFORMATION

DO NOT SCALE DRAWINGS. CONTRACTOR MUST VERIFY ALL DIMENSIONS AND ADVISE CONSULTANTS OF ANY ERRORS AND OMISSIONS. ALL PREVIOUS ISSUES OF THIS DRAWING ARE SUPERSEDED BY THE LATEST ISSUE. THE INFORMATION CONTAINED IN THIS SET OF DOCUMENTS IS PROPRIETARY BY NATURE. ANY USE OR DISCLOSURE OTHER THAN WHICH IS RELATED TO NAMED CLIENT IS STRICTLY PROHIBITED

DRAWING TITLE

LANDSCAPING PLAN

DRAWING NUMBER

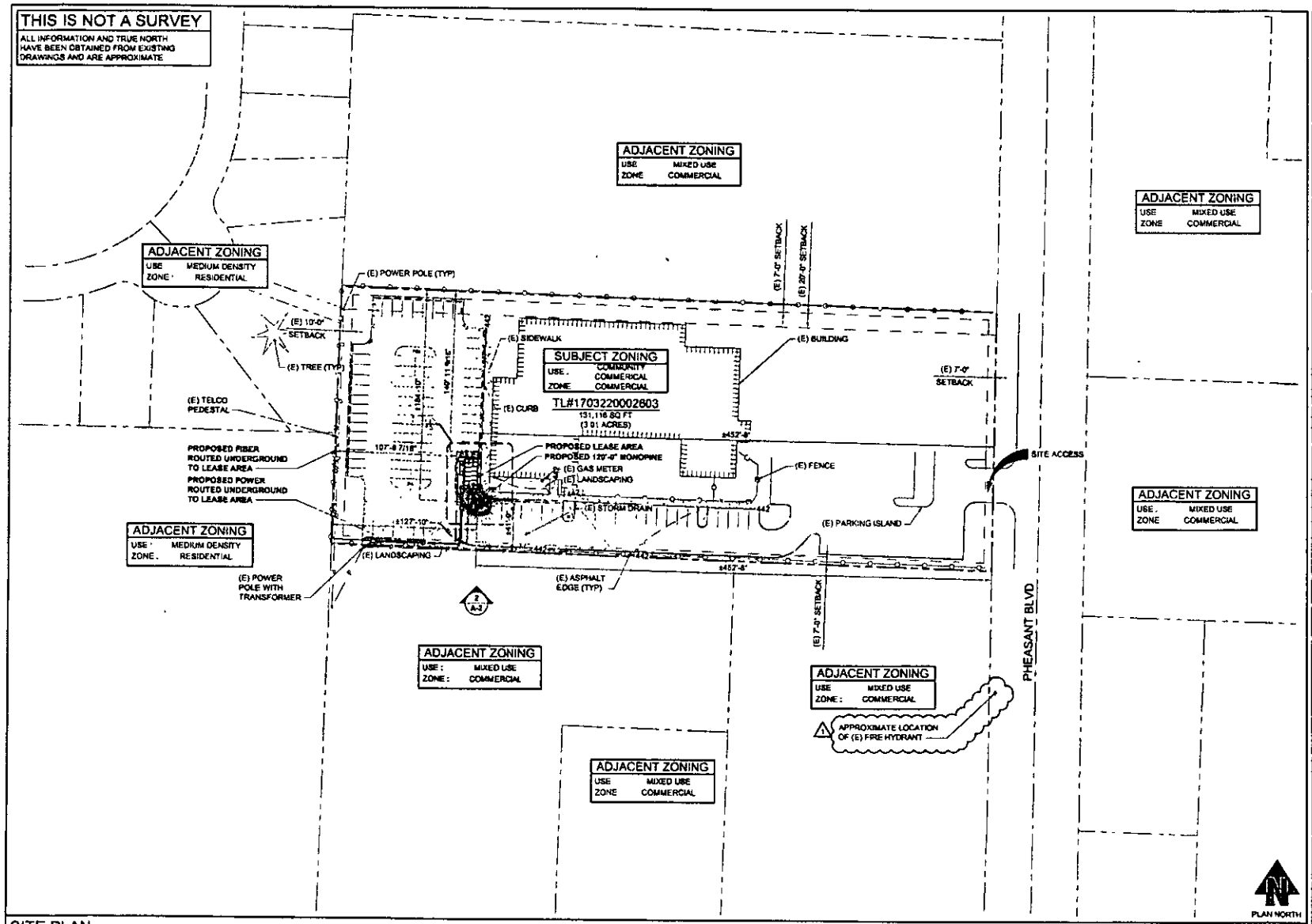
L-1 | 1

CEI JOB NUMBER NB 13-56085

Date Received:

JAN 30 2014

Original Submittal



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PROJECT CONSULTANTS

LEXCOM

PLANS PREPARED BY

CORNERSTONE ENGINEERING INC
19928 WOODINVILLE REDMOND ROAD SUITE 210
WOODINVILLE, WA 98072
PHONE 425 487 1732
EMAIL info@cornerstone-eng.com
WWW.CORNERSTONE-ENGR.COM

PROJECT INFO

EG34

GATEWAY MALL EAST

2726 PHEASANT BLVD
SPRINGFIELD, OR 97477
LANE COUNTY

ISSUED FOR

ZONING

REV	DATE	ISSUED FOR	BY
3	01-29-14	REVISED PER CLIENT REQUEST	DRA
2	01-09-14	FINAL	NJL
1	12-11-13	PRELIMINARY	NJH

DRAWN BY:	CHK.	APV.
NJH	BMH	MWO

CURRENT ISSUE DATE:

01-29-14

LICENSURE

REGISTERED PROFESSIONAL ENGINEER
MARK W. OLSON
OREGON
9/20/14
EXPIRATION DATE 12/31/14

DRAWING INFORMATION

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DRAWING TITLE

SITE PLAN

DRAWING NUMBER

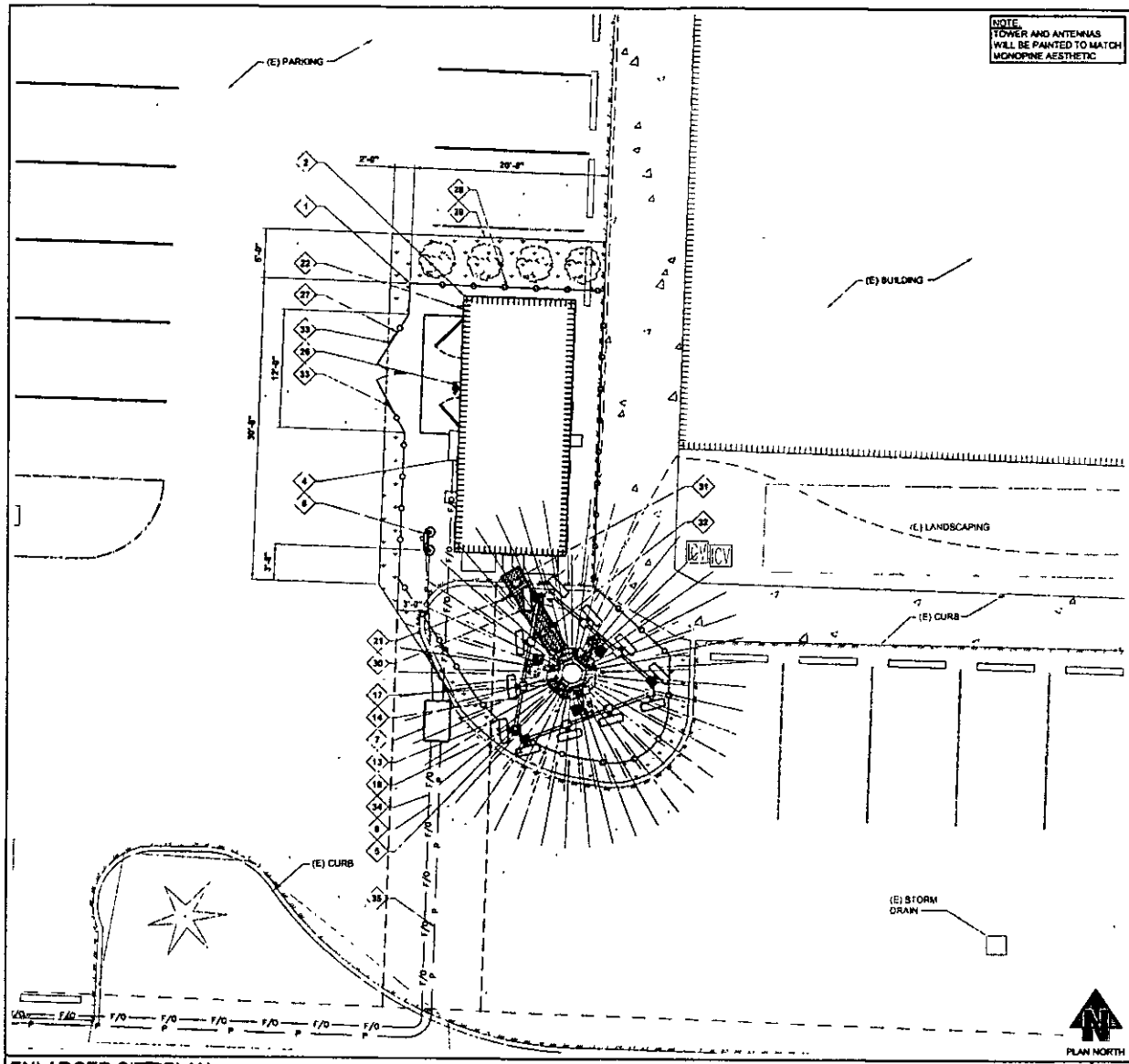
A-1 | 1

CEI JOB NUMBER NB_13-55086

Date Received:

JAN 3 0 2014

Original Submittal



ENLARGED SITE PLAN

22x34 SCALE: 3/16" = 1'-0" | 11x17 SCALE: NTS

2

CONSTRUCTION PLAN KEYED NOTES

1. AT&T 20'-0"x30'-0" LEASE AREA
2. PROPOSED 11'-6"x26'-0" EQUIPMENT SHELTER (BY OTHERS) ON CONCRETE SLAB
4. PROPOSED FIBER BOX & JUNCTION BOX MOUNTED TO OUTSIDE OF SHELTER
5. PROPOSED 120'-0" MONOPINE (BY OTHERS)
6. PROPOSED METER BASE W/ DISCONNECT ON UTILITY H-FRAME
7. PROPOSED 3048 HANDHOLE
8. PROPOSED JOINT UTILITY TRENCH
13. PROPOSED ANTENNAS (4 PER SECTOR, TOTAL OF 12).
14. PROPOSED RING MOUNT MOUNT W/ (3) STANDOFF ARMS
17. PROPOSED (4) SURGE SUPPRESSION DISTRIBUTION UNITS
18. PROPOSED REMOTE RADIO HEADS (6 PER SECTOR, TOTAL OF 24).
21. PROPOSED GPS/E911 DOWNLINK ANTENNA
22. PROPOSED LTE GPS ANTENNA
26. PROPOSED GENERATOR RECEPTACLE MOUNTED TO OUTSIDE OF SHELTER
27. PROPOSED 12'-0" WIDE ACCESS GATES.
28. PROPOSED 6'-0" HIGH CHAIN-LINK FENCE W/ PRIVACY SLATS
29. PROPOSED 5'-0" WIDE LANDSCAPING BARRIER TO THE NORTH AND 2'-0" BARRIER TO THE WEST.
30. PROPOSED ICE BRIDGE
31. PROPOSED (8) 48V DC POWER TRUNK CABLES
32. PROPOSED (4) FIBER TRUNK CABLES
33. PROPOSED SIGNAGE
34. PROPOSED UNDERGROUND FIBER ROUTE
35. PROPOSED UNDERGROUND POWER ROUTE

SITE NOTES

1. VERIFY ANTENNA RAD CENTER & AZIMUTHS WITH LOCKDOWN SET RF SITE BUILD FORM
2. SIGNAGE TO BE POSTED AT SITE ACCESS
3. ALL VISIBLE ANTENNAS, CABLES AND MOUNTING HARDWARE WILL BE PAINTED PER JURISDICTIONAL REQUIREMENTS

KEYED NOTES

22x34 SCALE: NTS | 11x17 SCALE: NTS

1

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PROJECT CONSULTANTS

LEXCOM

PLANS PREPARED BY

CORNERSTONE ENGINEERING INC.

PROJECT INFO

EG34

GATEWAY MALL EAST

2726 PHEASANT BLVD
SPRINGFIELD OR 97477
LANE COUNTY

ISSUED FOR

ZONING

REV	DATE	ISSUED FOR	BY
1	01 29-14	REVISED PER CLIENT REQUEST	DRA
0	01-09-14	FINAL	NJL
A	12 11 13	PRELIMINARY	NJH

DRAWN BY	CHK.	APV
NJH	BMH	MWO

CURRENT ISSUE DATE

01-29-14

LICENSURE

01/29/14

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DRAWING TITLE

ENLARGED SITE PLAN

DRAWING NUMBER

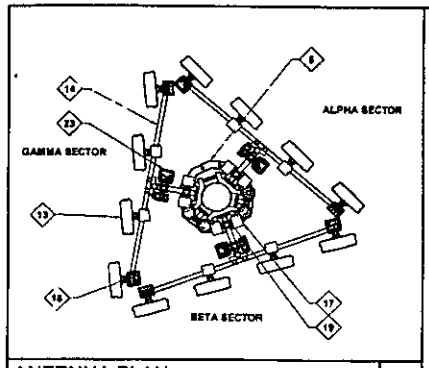
A-1.1 | 1

CEI JOB NUMBER: NB 13-65085

Date Received:

JAN 3 0 2014

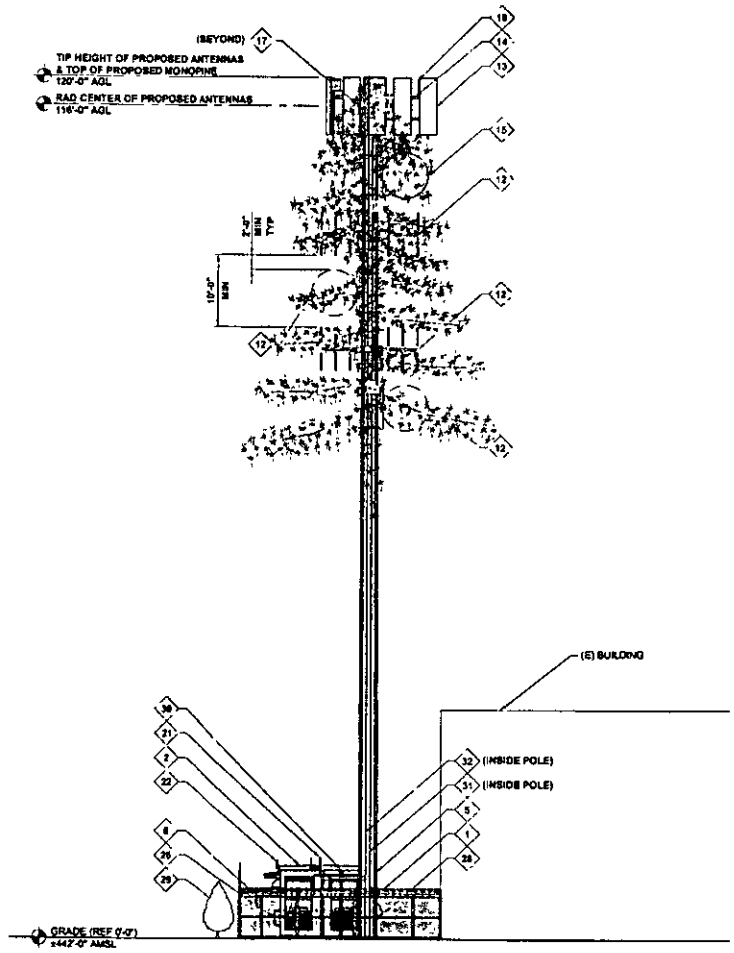
Original Submittal



ANTENNA PLAN 12

22x34 SCALE 1/4" = 1'-0" | 11x17 SCALE 1/8" = 1'-0"

NOTE
TOWER AND ANTENNAS WILL BE PAINTED TO MATCH MONOPINE AESTHETIC



SOUTH ELEVATION 2

22x34 SCALE 1/8" = 1'-0" | 11x17 SCALE 1/16" = 1'-0"

CONSTRUCTION PLAN KEYED NOTES

1. AT&T 20'-0"x30'-0" LEASE AREA.
2. PROPOSED 11'-6"x26'-0" EQUIPMENT SHELTER (BY OTHERS) ON CONCRETE SLAB
4. PROPOSED FIBER BOX & JUNCTION BOX MOUNTED TO OUTSIDE OF SHELTER
8. PROPOSED 120'-0" MONOPINE. (BY OTHERS)
9. PROPOSED METER BASE W/ DISCONNECT ON UTILITY H-FRAME.
12. FUTURE CARRIER ANTENNA ARRAY / MICROWAVE
13. PROPOSED ANTENNAS (4 PER SECTOR, TOTAL OF 12).
14. PROPOSED RING MOUNT MOUNT W/ (3) STANDOFF ARMS
15. PROPOSED 6'0 MICROWAVE.
17. PROPOSED (4) SURGE SUPPRESSION DISTRIBUTION UNITS
18. PROPOSED REMOTE RADIO HEADS (8 PER SECTOR TOTAL OF 24)
19. PROPOSED UNIVERSAL RING MOUNT FOR SURGE SUPPRESSION DISTRIBUTION UNITS
21. PROPOSED GPS/E911 DOWNLINK ANTENNA
22. PROPOSED LTE GPS ANTENNA.
23. PROPOSED RRH MOUNT ATTACHED TO STANDOFF ARMS (8 PER SECTOR TOTAL OF 24).
26. PROPOSED GENERATOR RECEPTACLE MOUNTED TO OUTSIDE OF SHELTER.
28. PROPOSED 6'-0" HIGH CHAIN-LINK FENCE W/ PRIVACY SLATS
29. PROPOSED 5'-0" WIDE LANDSCAPING BARRIER TO THE NORTH AND 2'-0" BARRIER TO THE WEST.
30. PROPOSED ICE BRIDGE
31. PROPOSED (5) 48V DC POWER TRUNK CABLES
32. PROPOSED (4) FIBER TRUNK CABLES

SITE NOTES

1. VERIFY ANTENNA RAD CENTER & AZIMUTHS WITH LOCKDOWN SET RF SITE BUILD FORM
2. SIGNAGE TO BE POSTED AT SITE ACCESS
3. ALL VISIBLE ANTENNAS, CABLES AND MOUNTING HARDWARE WILL BE PAINTED PER JURISDICTIONAL REQUIREMENTS

KEYED NOTES 1

22x34 SCALE NTS | 11x17 SCALE NTS

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PROJECT CONSULTANTS

LEXCOM

PLANS PREPARED BY

CORNERSTONE ENGINEERING, INC.
19635 WOODINVILLE-REDMOND RD NE, SUITE 210
WOODINVILLE, WA 98072
PHONE 425 487 1772
EMAIL info@cornerstone-eng.com
WWW.CORNERSTONE-ENG.COM

PROJECT INFO

EG34

GATEWAY MALL EAST

2725 PHEASANT BLVD
SPRINGFIELD, OR 97477
LANE COUNTY

ISSUED FOR

ZONING

REV	DATE	ISSUED FOR	BY
1	01-29-14	REVISED PER CLIENT REQUEST	DRA
0	01-09-14	FINAL	NJL
A	12-11-13	PRELIMINARY	NJH

DRAWN BY	CHK	APV.
NJH	BMH	MWO

CURRENT ISSUE DATE

01-29-14

LICENSURE

REGISTERED PROFESSIONAL ENGINEER
MARK W. DOUGHERTY
OREGON
LICENSE DATE 12/31/14

DRAWING INFORMATION

DO NOT SCALE DRAWINGS. CONTRACTOR MUST VERIFY ALL DIMENSIONS AND ADVISE CONSULTANTS OF ANY ERRORS AND OMISSIONS. ALL PREVIOUS ISSUES OF THIS DRAWING ARE SUPERSEDED BY THE LATEST REVISION. THE INFORMATION CONTAINED IN THIS SET OF DOCUMENTS IS PROPRIETARY BY NATURE. ANY USE OR DISCLOSURE OTHER THAN WHICH IS RELATED TO NAMED CLIENT IS STRICTLY PROHIBITED.

DRAWING TITLE

SOUTH ELEVATION & ANTENNA PLAN

DRAWING NUMBER

A-2 1

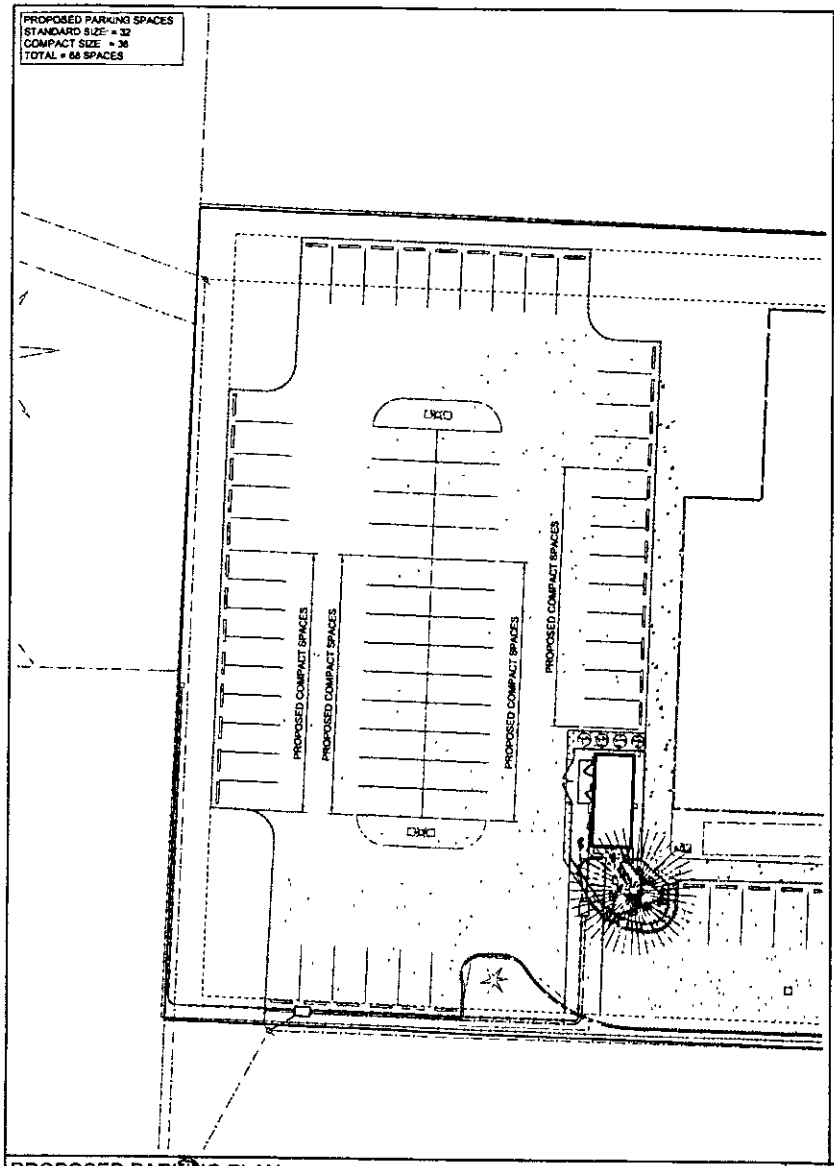
CEI JOB NUMBER NB 13-56065

Date Received:

JAN 30 2014

Original Submittal_____

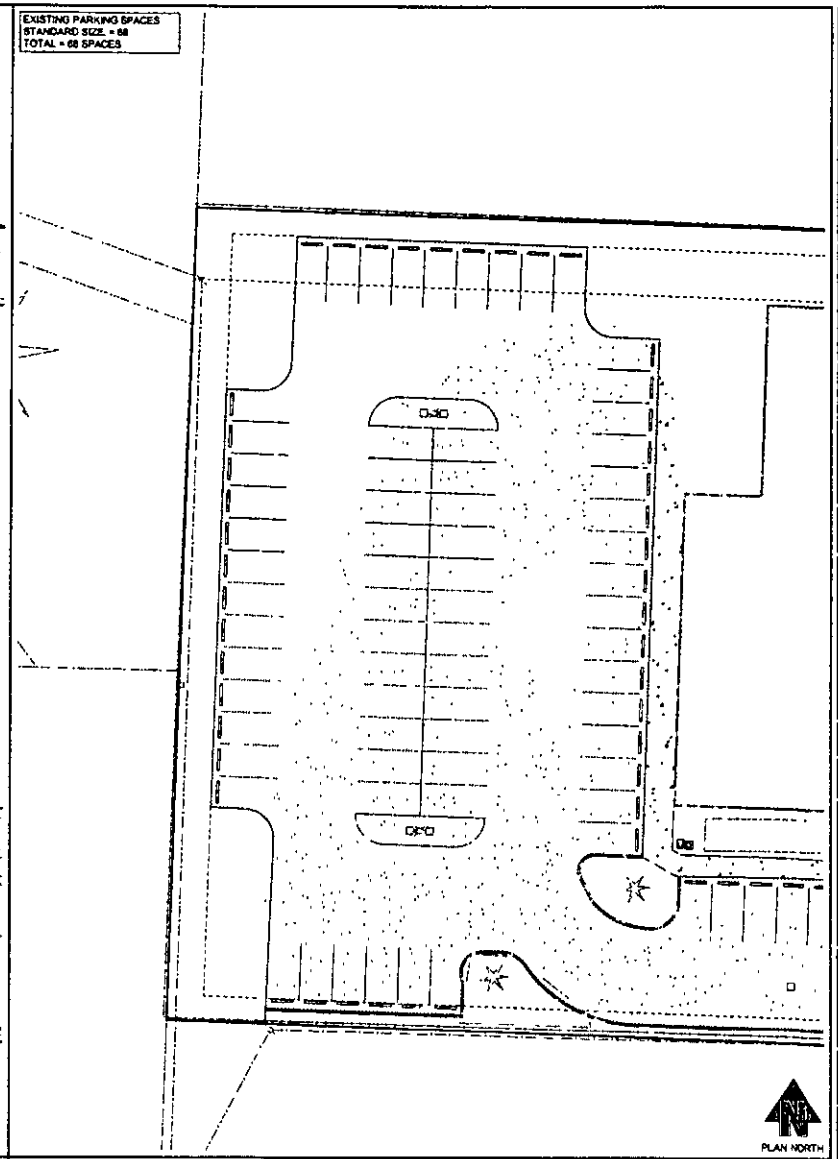
PROPOSED PARKING SPACES
STANDARD SIZE = 32
COMPACT SIZE = 36
TOTAL = 68 SPACES



PROPOSED PARKING PLAN 1

22x34 SCALE 1/16" = 1'-0" | 11x17 SCALE 1/32" = 1'-0"

EXISTING PARKING SPACES
STANDARD SIZE = 68
TOTAL = 68 SPACES



EXISTING PARKING PLAN 1

22x34 SCALE 1/16" = 1'-0" | 11x17 SCALE 1/32" = 1'-0"

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PROJECT CONSULTANTS

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PLANS PREPARED BY

CORNERSTONE ENGINEERING, INC
19926 WOODINVILLE REDMOND RD NE, SUITE 216
WOODINVILLE, WA 98072
PHONE: 425 487 1737
EMAIL: info@cornerstone-eng.com
WWW.CORNERSTONE-ENGR.COM

PROJECT INFO

EG34

GATEWAY MALL EAST

2728 PHEASANT BLVD
SPRINGFIELD, OR 97477
LANE COUNTY

ISSUED FOR

ZONING

REV	DATE	ISSUED FOR	BY
1	01-29-14	REVISED PER CLIENT REQUEST	DRA
2	01-09-14	FINAL	NJL
3	12-11-13	PRELIMINARY	NJH

DRAWN BY	CHK.	APV.
NJH	BMH	MWO

CURRENT ISSUE DATE

01-29-14

LICENSURE

REGISTERED PROFESSIONAL ENGINEER
74538PE
OREGON
MARK W. OLSON
01/29/14
EXPIRATION DATE 12/31/14

DRAWING INFORMATION

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DRAWING TITLE

PARKING PLAN

DRAWING NUMBER

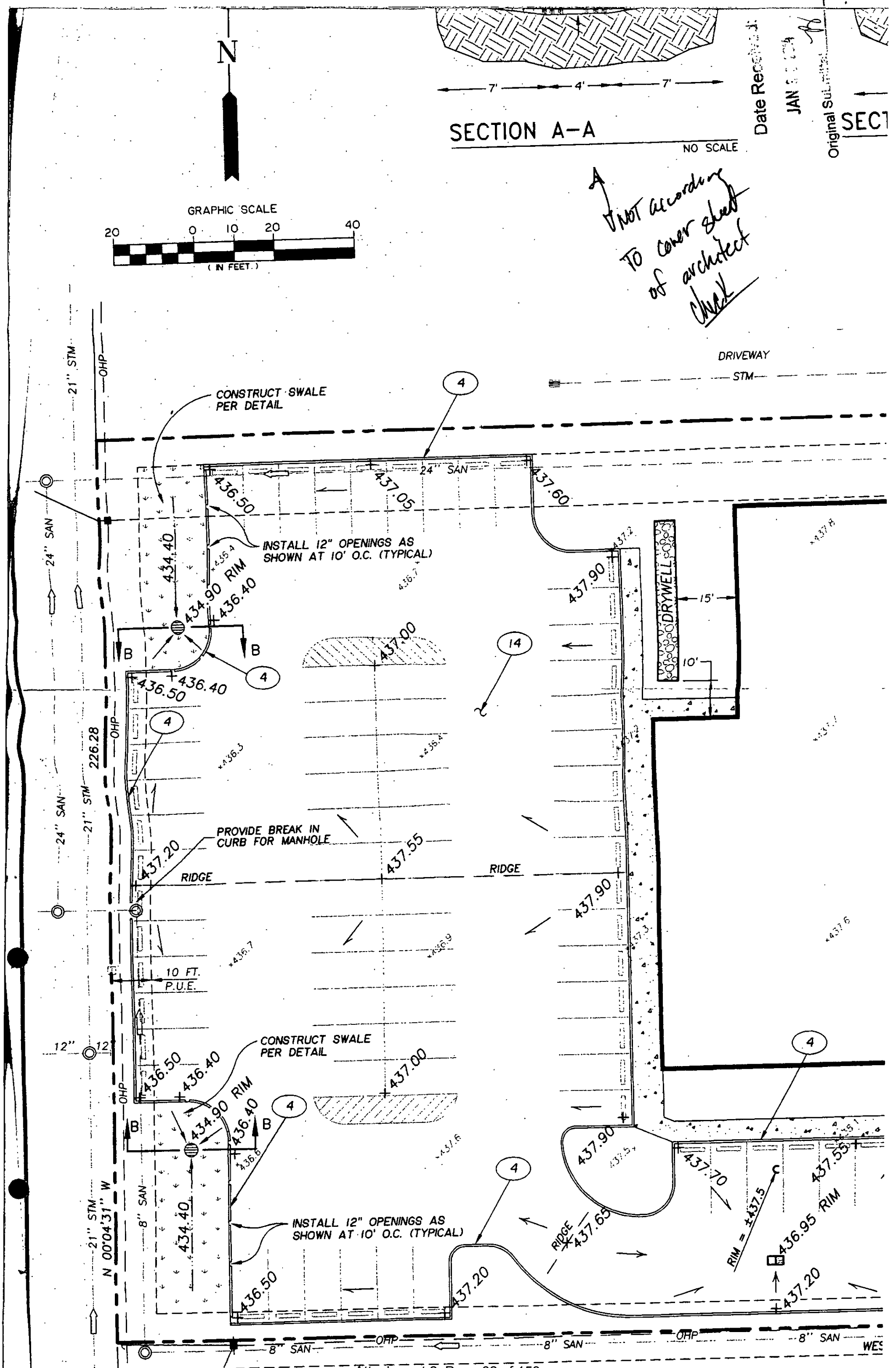
P-1 | 1

CEI JOB NUMBER NB 13-55088

Date Received:

JAN 3 0 2014

Original Submittal


N
GRAPHIC SCALE
20 0 10 20 40
(IN FEET.)
7' 4' 7'
SECTION A-A
NO SCALE
Date Received
JAN
Original Submittal
SECT
NOT according to cover sheet of architect
Check
DRIVEWAY
STM
21" STM
OHP
CONSTRUCT SWALE PER DETAIL
24" SAN
436.50
437.05
437.60
INSTALL 12" OPENINGS AS SHOWN AT 10' O.C. (TYPICAL)
434.40
434.90 RIM
436.40
437.90
DRYWELL
15'
10'
437.00
436.50
436.40
226.28
PROVIDE BREAK IN CURB FOR MANHOLE
437.20
437.55
RIDGE
437.90
10 FT. P.U.E.
12"
CONSTRUCT SWALE PER DETAIL
436.50
436.40
434.90 RIM
436.40
437.00
437.90
437.70
437.55
RIM = ±437.5
436.95 RIM
RIDGE
437.65
INSTALL 12" OPENINGS AS SHOWN AT 10' O.C. (TYPICAL)
434.40
436.50
437.20
437.20
N 00°04'31" W
8" SAN
OHP
8" SAN
OHP
8" SAN
WES

Date Received: JAN 30 2014
Original Submittal

GRAPHIC SCALE
20 0 10 20
(IN FEET)

OHP
7 FT. CHAIN-LINK FENCE
STM
390
392
FL IN= 435.30
FL OUT= 435.80
432
497
190 L.F.
SL = 0.01'/FT.
FL = 435.73
24" SAN
417
RIM = 434.90
FL = 433.40
431
120 L.F.
SL = 0.0125'/ft.
496
FL = 434.90
DRYWELL
15'
10'
431
220.20
OHP
6" PVC
110 L.F.
SL = 0.030'/FT.
EX. SANITARY MANHOLE
RIM=436.78
8" FL E=424.64
24" FL N=415.38
24" FL W=415.28
FL IN= 435.30
FL OUT= 435.80
392
430
75 L.F.
SL = 0.02'/FT. MIN.
4" PVC
FL = 435.90
495
EX. SANITARY MANHOLE
RIM=436.16
8" FL S=424.89
8" FL W=424.79
408
498
431
417
FL = 430.09
22 L.F.
SL = 0.164'/FT.
RIM = 434.90
FL = 433.40
FL = 436.80
FL = 437.20
N 00°04'31" W
6" PVC
12" PVC
OHP
8" SAN
169 L.F.
SL = 0.006'/FT.
12" PVC
10 FT. P.U.E.
451
6" PVC
RIM = ±437.5
FL = 431.01
420
EX. STORM MANHOLE
RIM=435.63
12" FL E=430.00
12" FL W=429.82
21" FL S=429.37
21" FL N=429.31
GUY ANCHOR
8" SAN
OHP
8" SAN
OHP
8" SAN
WEST
FL = 430.97
24 L.F.
SL = 0.19'/FT.
RIM = 436.95
FL = 435.45
498
431
416
SANITARY MANHOLE

Narrative and Approval Criteria

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AT&T Mobility-Discretionary Use Review Narrative

PROPOSAL:
AT&T Mobility is proposing to develop a new WTS to be located at 2728 Pheasant Blvd., Springfield, OR 97477. The proposed development will include the placement of antennas and related ancillary equipment on a new 120' Monopine tower. Associated ground equipment will be placed in a new equipment shelter compound adjacent to the proposed tower. Both tower and equipment compound areas will incorporate screening and camouflaging techniques per jurisdiction requirement in order to blend in with the surrounding environment.

BACKGROUND:
Per the City of Springfield 4.3-145 Wireless Telecommunications System (WTS) Facilities code, AT&T Mobility is requesting this new site development to close a significant gap in service coverage for existing AT&T Wireless customers in the subject area that cannot be met through existing WTS facilities options. Per discussion with City of Springfield planning department representatives, AT&T Mobility has selected a site location residing within a jurisdiction-preferred location (Community Commercial Zone) that limits impact on surrounding residential areas. During the site acquisition process, AT&T representatives researched minimum visibility options within the search area including prospective rooftop design options and related. Given the 120' minimum height requirement needed to achieve coverage objectives in the area, no low visibility design options were available. In addition, we researched possible co-location opportunities on existing WTS facilities in the general area per code requirement. While these options were analyzed, all existing sites will not meet AT&T coverage objectives. Specifically, they will only provide overlapping redundant coverage and will not address coverage needs. Please see Exhibit #1-RF Justification Report for a summary of these results. Furthermore In addition, the use of micro cells, whip antennas, and other low visibility technology options were considered but AT&T RF engineering confirmed that these design options could not be utilized in order to achieve intended coverage objectives. (See attached Exhibit #1-RF Justification Report)

To further minimize visual impact, AT&T Mobility will adhere to the moderate visibility design option identified in the City of Springfield, OR code as this design option will provide the least intrusive means to close the existing coverage gap in the area. A mono-pine tower application will be incorporated. The site will be located at the SW corner of the athletic club building and SW side of the parcel in order

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minimize visual impact. Associated ground cabinets and ancillary equipment will be placed in a textured concrete shelter, similar to other WTS shelters found within the jurisdiction. An emergency generator and HVAC system will be housed within the textured concrete shelter in addition to the ground cabinets. Fencing and proposed landscaping requirements will provide additional screening and camouflaging techniques in order to further minimize overall visual impact and meet jurisdiction code requirements.

To assist with maximizing the use of existing WTS facilities while working to minimize the need to construct additional facilities in this area in the future, the proposed WTS will be designed to accommodate future co-location opportunities by other carriers servicing customers in this service area.

The proposed location of the intended WTS development is more than 2,000 feet from any existing WTS.

The project is part of AT&T Mobility effort to upgrade its facilities in the City of Springfield and surrounding area. It is meant to provide improved voice and data services and better coverage to the dedicated area.

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APPLICABLE CODE REQUIREMENTS

Section F-General Standards

All applications for WTS facilities are subject to the standards in this Section to the extent that they do not violate Federal limitations on local siting standards. Where application of the standards found in this Section constitutes a violation, the least intrusive alternative for providing coverage shall be allowed as an exception to the standards.

1. Design for Co-Location. All new towers shall be designed to structurally accommodate the maximum number of additional users technically practicable.

Findings: AT&T Mobility will design the proposed WTS to accommodate a minimum of two additional wireless carriers. This will be confirmed via a Structural Analysis report demonstrating the tower will accommodate additional carriers. This report will be supplied as a part of the pending building permit review and approval process with the jurisdiction. Therefore, the criterion is met.

2. Demonstrated Need for New WTS Facilities. Applications shall demonstrate that the proposed WTS facility is necessary to close a significant gap in service coverage or capacity for the carrier and is the least intrusive means to close the significant gap.

Findings: The attached AT&T RF Justification report, coverage propagation maps, and RF engineering feedback demonstrates that the proposed WTS Facility is necessary to close a significant gap found in the subject area. Please see Exhibit #1-RF Justification Report. Therefore, the criterion is met.

3. Lack of Coverage and Lack of Capacity. The application shall demonstrate that the gap in service cannot be closed by upgrading other existing facilities. In doing so, evidence shall clearly support a conclusion that the gap results from a lack of coverage and not a lack of capacity to achieve adequate service. If the proposed WTS facility is to improve capacity, evidence shall further justify why other methods for improving service capacity are not reasonable, available or effective.

Findings: The attached AT&T RF Justification report, coverage propagation maps, and RF engineering feedback demonstrates that the proposed WTS Facility is necessary to close a significant gap found in the subject area Please see Exhibit #1-RF Justification Report. Therefore, the criterion is met.

4. Identify the Least Intrusive Alternative for Providing Coverage. The application shall demonstrate a good faith effort to identify and evaluate less intrusive alternatives, including, but not limited to, less sensitive sites, alternative design systems, alternative tower designs, the use of repeaters, or multiple facilities.

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Subsection F.5. defines the type of WTS facilities that are allowed in each zoning district.

Findings: AT&T Mobility is proposing a moderate visibility design option after analyzing all design and technology considerations. The siting on a commercial zone in a preferred area achieved. The monopine tower and screened compound area and is the least intrusive means to close the significant gap. Please see Exhibit #1-RF Justification Report. Thus, this criterion was met.

5. Location of WTS Facilities by Type. Subsection E. defines various types of WTS facilities by their visual impact. These are: high visibility, moderate visibility, low visibility and stealth facilities. Table 4.3-1 lists the type of WTS facilities allowed in each of Springfield's zoning districts.

Table 4.3-1

Zoning Districts	Types Allowed
Special Heavy Industrial Heavy Industrial Light-Medium Industrial Quarry Mining Operations	High visibility Moderate visibility Low visibility Stealth
Community Commercial Campus Industrial Booth Kelly Mixed Use Major Retail Commercial Mixed Use Employment Mixed Use Commercial Medical Service	Low visibility Moderate visibility Stealth
Neighborhood Commercial General Office Low Density Residential Medium Density Residential High Density Residential Mixed Use Residential Public Land and Open Space	Low visibility Stealth

FINDINGS: The proposed site resides in the Community Commercial zoning district. Based on this classification, low and moderate visibility and stealth option types are allowed. No rooftop (low visibility) options were available in the intended coverage area. Other low visibility options including whip antennas, micro cells, repeaters, and like design options are not viable based on AT&T site design considerations. (See attached Exhibit 1-RF Justification Report). To adhere to the moderate visibility

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standard, AT&T Mobility proposes the development of a 120' monopine tower and related compound design application. Thus, this criterion is met.

7. Separation between Towers. No new WTS tower may be installed closer than 2,000 feet from any existing or proposed tower unless supporting findings can be made under Subsections F.2., 3. and 4. by the Approval Authority.

FINDINGS: The proposed WTS tower is more than 2,000 from any existing or proposed towers in the area. Thus, this criterion is met.

8. WTS Facilities Adjacent to Residentially Zoned Property. In order to ensure public safety, all towers located on or adjacent to any residential zoning district shall be set back from all residential property lines by a distance at least equal to the height of the facility, including any antennas or other appurtenances. The setback shall be measured from that part of the WTS tower that is closest to the neighboring residentially zoned property.

FINDINGS: The proposed WTS facility is surrounding by commercial zoned parcels to the North, South and East. The proposed parcel is adjacent to a residential zoned parcel (MDR) to the west. The proposed monopine tower is 120' tall. The adjacent residential parcel is 122' from the intended property line. Thus, this criterion is met.

9. Historic Buildings and Structures. No WTS facility shall be allowed on any building or structure, or in any district, that is listed on any Federal, State or local historic register unless a finding is made by the Approval Authority that the proposed facility will have no adverse effect on the appearance of the building, structure, or district. No change in architecture and no high or moderate visibility WTS facilities are permitted on any building or any site within a historic district. Proposed WTS facilities in the Historic Overlay District are also subject to the applicable provisions of Section 3.3-900.

FINDINGS: The proposed parcel for the AT&T Mobility WTS facility does not maintain historic buildings or structures on site, thus, the criterion is met.

10. Equipment Location. The following location standards shall apply to WTS facilities:

a. No WTS facility shall be located in a front, rear, or side yard building setback in any base zone and no portion of any antenna array shall extend beyond the property lines;

b. Where there is no building, the WTS facility shall be located at least 30 feet from a property line abutting a street;

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c. For guyed WTS towers, all guy anchors shall be located at least 50 feet from all property lines.

FINDINGS: As demonstrated on the attached site plan, the intended tower and associated equipment compound adhere to 10a, 10b, and 10c code requirements. Thus, this criterion is met.

11. Tower Height. Towers may exceed the height limits otherwise provided for in this Code. However, all towers greater than the height limit of the base zone shall require Discretionary Use approval through a Type III review process, subject to the approval criteria specified in Subsection I.

FINDINGS: AT&T Mobility is proposing a 120' monopine WTS facility. It is understood that the approval process will require both site plan and discretionary use approval via Type III review process.

12. Accessory Building Size. All accessory buildings and structures built to contain equipment accessory to a WTS facility shall not exceed 12 feet in height unless a greater height is necessary and required by a condition of approval to maximize architectural integration. Each accessory building or structure located on any residential or public land and open space zoned property is limited to 200 square feet, unless approved through the Discretionary Use process.

FINDINGS: The proposed equipment shelter (accessory building) is consistent with other existing equipment shelter/accessory buildings found at similar WTS installations within the jurisdiction The proposed ground equipment shelter maintains the following dimensions: 11.5'x 26' x 10.4'. The shelter will not exceed the 12' height limit. Per discussion with jurisdiction representatives, no issues were identified. Thus, this criterion is met.

13. Visual Impact. All WTS facilities shall be designed to minimize the visual impact to the greatest extent practicable by means of placement, screening, landscaping, and camouflage. All facilities shall also be designed to be compatible with existing architectural elements, building materials, and other site characteristics. The applicant shall use the least visible antennas reasonably available to accomplish the coverage objectives. All high visibility and moderate visibility facilities shall be sited in a manner to cause the least detriment to the viewshed of abutting properties, neighboring properties, and distant properties.

FINDINGS: The proposed AT&T Mobility WTS facility is located in the Community Commercial zone, a preferred site location per jurisdiction code request. Utilizing the moderate visibility design option (faux tree/monopine application), this facility will be designed to minimize visual impact. Corresponding equipment shelter and compound will adhere to fencing and landscaping code requirements including use of slat fencing material, placement and maintenance of requested vegetation for screening and related landscaping around the perimeter of the compound to

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minimize visual impact. A site maintenance plan will monitor and service landscaping and vegetation development post site completion. (See Site Plan and Exhibit #4-Construction, Maintenance, and Landscaping Summary). Thus, this criterion is met.

14. Minimize Visibility. Colors and materials for WTS facilities shall be nonreflective and chosen to minimize visibility. Facilities, including support equipment and buildings, shall be painted or textured using colors to match or blend with the primary background, unless required by any other applicable law.

FINDINGS: The proposed WTS facility will be designed as a monopine. All antennas and related ancillary equipment to be placed on the tower will be painted to match in order to blend in with the primary background. In addition, proposed equipment shelter and related ground equipment will be fenced and landscaped in order to further minimize visual impact and blend in with general parcel aesthetic. Thus, this criterion is met.

15. Camouflaged Facilities. All camouflaged WTS facilities shall be designed to visually and operationally blend into the surrounding area in a manner consistent with existing development on adjacent properties. The facility shall also be appropriate for the specific site. In other words, it shall not "stand out" from its surrounding environment.

FINDINGS: The proposed WTS facility will be designed as a monopine. All antennas and related ancillary equipment to be placed on the tower will be painted to match in order to blend in with the primary background. In addition, proposed equipment shelter and related ground equipment will be fenced and landscaped in order to further minimize visual impact and blend in with general parcel aesthetic. Thus, this criterion is met.

16. Façade-Mounted Antenna. Façade-mounted antennas shall be architecturally integrated into the building design and otherwise made as unobtrusive as possible. If possible, antennas shall be located entirely within an existing or newly created architectural feature so as to be completely screened from view. Façade-mounted antennas shall not extend more than 2 feet out from the building face.

FINDINGS: Façade-mounted antennas are not a part of the intended design application. Thus, this criterion is not applicable.

17. Roof-Mounted Antenna. Roof-mounted antennas shall be constructed at the minimum height possible to serve the operator's service area and shall be set back as far from the building edge as possible or otherwise screened to minimize visibility from the public right-of-way and adjacent properties.

FINDINGS: Roof mounted antennas are not a part of the intended design application. Thus, this criterion is not applicable.

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18. Compliance with Photo Simulations. As a condition of approval and prior to final staff inspection of the WTS facility, the applicant shall submit evidence, e.g., photos, sufficient to prove that the facility is in substantial conformance with photo simulations provided with the initial application. Nonconformance shall require any necessary modification to achieve compliance within 90 days of notifying the applicant.

FINDINGS: Please see attached photo simulations as demonstrated in Exhibit #8-Photo Simulations and Map. Thus, this criterion is met.

19. Noise. Noise from any equipment supporting the WTS facility shall comply with the regulations specified in OAR 340-035-0035.

FINDINGS: The proposed AT&T Mobility WTS complies with regulations specified in OAR 340-035-0035. Please see attached noise study report for reference (Exhibit #2-Acoustical/Noise Report). Thus, this criterion is met.

20. Signage. No signs, striping, graphics, or other attention-getting devices are permitted on any WTS facility except for warning and safety signage that shall:

a. Have a surface area of no more than 3 square feet;

b. Be affixed to a fence or equipment cabinet; and

c. Be limited to no more than 2 signs, unless more are required by any other applicable law.

FINDINGS: AT&T Mobility intends to affix signage per warning and safety signage based on jurisdiction requirements. Thus, this criterion is met.

21. Traffic Obstruction. Maintenance vehicles servicing WTS facilities located in the public or private right-of-way shall not park on the traveled way or in a manner that obstructs traffic.

FINDINGS: The intended AT&T Mobility WTS facility is located off-street and not in the public or private right-of-way. Thus, this criterion is not applicable.

22. Parking. No net loss in required on-site parking spaces shall occur as a result of the installation of any WTS facility.

FINDINGS: The intended AT&T Mobility WTS facility will utilize existing median area for the tower. The proposed equipment compound will be placed adjacent to the tower. It will utilize a 20' x 30' area in the existing parking lot. Please see P1-Parking Plan as identified in the attached site plan for reference. By updating the

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exiting parking lot footprint to incorporate standard and economy parking space configuration, this placement will not result in a net loss of on-site parking. Thus, this criterion is met.

23. Sidewalks and Pathways. Cabinets and other equipment shall not impair pedestrian use of sidewalks or other pedestrian paths or bikeways on public or private land.

FINDINGS: The intended AT&T Mobility WTS facility will utilize existing median area for the tower. The proposed equipment compound will utilize a 20' x 30' area in the unmarked parking area on the parcel. This placement will not impact existing sidewalks and pathways adjacent to the existing building structures. Thus, this criterion is met.

24. Lighting. WTS facilities shall not include any beacon lights or strobe lights, unless required by the Federal Aviation Administration (FAA) or other applicable authority. If beacon lights or strobe lights are required, the Approval Authority shall review any available alternatives and approve the design with the least visual impact. All other site lighting for security and maintenance purposes shall be shielded and directed downward, and shall comply with the outdoor lighting standards in Section 4.5-100, unless required by any other applicable law.

FINDINGS: Per AT&T Mobility FAA Regulatory, this will not require FAA authorization based on proximity to nearby airports and related FAA observances. Beacon lights or strobe lights will not be required. Please see attached Exhibit #3-FAA Determination and FCC Support documentation. Thus, this criterion is met. The proposed equipment shelter residing within the new fenced and landscaped compound area will maintain a small directional light attached to the shelter adjacent to the access door. It is intended for technician use while on site. Per code requirement (4.5-110), this will be a "downward" facing light providing minimum illumination with focus on the entry access door area only. It will be shielded by a downward facing housing.

25. Landscaping. For WTS facilities with towers that exceed the height limitations of the base zone, at least 1 row of evergreen trees or shrubs, not less than 4 feet high at the time of planting, and spaced out not more than 15 feet apart, shall be provided in the landscape setback. Shrubs shall be of a variety that can be expected to grow to form a continuous hedge at least 5 feet in height within 2 years of planting. Trees and shrubs in the vicinity of guy wires shall be of a kind that would not exceed 20 feet in height or would not affect the stability of the guys. In all other cases, the landscaping, screening and fence standards specified in Section 4.4-100 shall apply.

FINDINGS: The intended AT&T Mobility WTS facility will include slatted fencing and landscaping to include maple and arborvitae plantings per the code requirement. In addition, a landscape maintenance plan will monitor/support all plantings and

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related on site. See Exhibit #4-Construction, Maintenance, and Landscaping Summary for reference. Thus, this criterion is met.

26. Prohibited WTS Facilities.

a. Any high or moderate visibility WTS facility in the Historic Overlay District.

b. Any WTS facility in the public right-of-way that severely limits access to abutting property, which limits public access or use of the sidewalk, or which constitutes a vision clearance violation.

c. Any detached WTS facility taller than 150 feet above finished grade at the base of the tower.

FINDINGS: The intended AT&T Mobility WTS facility is not in a Historic Overlay District. The intended WTS facility is not in the public right-of-way. The intended WTS facility will be 120' tall. Thus, the above criterion is met.

27. Speculation. No application shall be accepted or approved for a speculation WTS tower, i.e., from an applicant that simply constructs towers and leases tower space to service carriers, but is not a service carrier, unless the applicant submits a binding written commitment or executed lease from a service carrier to utilize or lease space on the tower.

FINDINGS: The intended AT&T Mobility WTS facility will be owned and utilized by AT&T Mobility. Thus, this criterion is met.

Section G-Application Submittal Requirements

2. Submittal Requirements for Moderate and High Visibility Facilities (Type III Review). Applications for moderate and high visibility WTS facilities shall require all of the required materials for low visibility and stealth WTS facilities specified in Subsection G.1. In addition to the applicable Site Plan and Discretionary Use application requirements, WTS applications shall require the applicant to address the following:

a. Height. Provide an engineer's diagram showing the height of the WTS facility and all of its visible components, including the number and types of antennas that can be accommodated. Carriers shall provide evidence that establishes that the proposed WTS facilities are designed to the minimum height required from a technological standpoint to meet the carrier's coverage objectives. If the WTS facility tower height will exceed the height restrictions of the applicable base zone, the narrative shall include a discussion of the physical constraints, e.g., topographical features, making the additional height necessary. The

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narrative shall include consideration of the possibility for design alternatives, including the use of multiple sites or microcell technology that would avoid the need for the additional height for the proposed WTS facility.

See attached Site Plan

b. Construction. Describe the anticipated construction techniques and timeframe for construction or installation of the WTS facility to include all temporary staging and the type of vehicles and equipment to be used

See attached Exhibit #4-Construction, Maintenance, and Landscaping Summary

c. Maintenance. Describe the anticipated maintenance and monitoring program for the antennas, back-up equipment, and landscaping.

See attached Exhibit #4-Construction, Maintenance, and Landscaping Summary

d. Noise/Acoustical Information. Provide the manufacturer's specifications for all noise-generating equipment including, but not limited to, air conditioning units and back-up generators, and a depiction of the equipment location in relation to abutting properties.

See attached Exhibit #2-Acoustical/Noise Report

e. Landscaping and Screening. Discuss how the proposed landscaping and screening materials will screen the site at maturity.

See attached Site Plan and Exhibit #4-Construction, Maintenance, and Landscaping Summary

f. Co-Location. In addition to the co-location requirements specified in Subsection G.1.c., the applicant shall submit a statement from an Oregon registered engineer certifying that the proposed WTS facility and tower, as designed and built, will accommodate co-locations, and that the facility complies with the non-ionizing electromagnetic radiation emission standards as specified by the FCC. The applicant shall also submit:

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See attached Exhibit #5-RF Emissions Engineer Statement

i. A letter stating the applicant's willingness to allow other carriers to co-locate on the proposed facilities wherever technically and economically feasible and aesthetically desirable;

NOTE: AT&T Mobility will design the proposed WCF to accommodate a minimum of two additional wireless carriers. This will be confirmed via a Structural Analysis report demonstrating the tower will accommodate additional carriers. This report will be supplied as a part of the pending building permit review and approval process with the jurisdiction

ii. A copy of the original Site Plan for the approved existing WTS facility updated to reflect current and proposed conditions on the site; and

See attached Site Plan

iii. A depiction of the existing WTS facility showing the proposed placement of the co-located antenna and associated equipment. The depiction shall note the height, color and physical arrangement of the antenna and equipment.

See attached Exhibit #8-Photo Simulations and Map

g. Lease. If the site is to be leased, a copy of the proposed or existing lease agreement authorizing development and operation of the proposed WTS facility.

See attached Exhibit #6-Proposed Site Lease

h. Legal Access. The applicant shall provide copies of existing or proposed easements, access permits and/or grants of right-of-way necessary to provide lawful access to and from the site to a City street or a State highway.

No additional access easements are required.

ii. Lighting and Marking. Any proposed lighting and marking of the WTS facility, including any required by the FAA.

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Per FAA and AT&T Mobility Regulatory, no lighting will be required. See attached Exhibit #3-FAA Determination and FCC Support documentation. Per above Section F(24), The proposed equipment shelter residing within the new fenced and landscaped compound area will maintain a small directional light attached to the shelter adjacent to the access door. It is intended for technician use while on site. Per code requirement (4.5-110), this will be a "downward" facing light providing minimum illumination with focus on the entry access door area only. It will be shielded by a downward facing housing.
Applicable signage will be attached to equipment compound fence per jurisdiction requirement.

j. Utilities. Utility and service lines for proposed WTS facilities shall be placed underground.

See attached Exhibit #7-Utilities Coordination Report

k. Alternative Site Analysis. The applicant shall include an analysis of alternative sites and technological design options for the WTS facility within and outside of the City that are capable of meeting the same service objectives as the proposed site with an equivalent or lesser visual or aesthetic impact. If a new tower is proposed, the applicant shall demonstrate the need for a new tower, and why alternative locations and design alternatives, or alternative technologies including, but not limited to microcells and signal repeaters, cannot be used to meet the identified service objectives.

See attached Exhibit #1-RF Justification Report

l. Visual Impact Study and Photo Simulations. The applicant shall provide a visual impact analysis showing the maximum silhouette, viewshed analysis, color and finish palette, and screening for all components of the proposed WTS facility. The analysis shall include photo simulations and other information necessary to determine visual impact of the facility as seen from multiple directions. The applicant shall include a map showing where the photos were taken.

See attached Exhibit #8-Photo Simulations and Map

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Supporting Documentation and Exhibits

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Exhibit #1-RF Justification Report

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EG34 Gateway Mall

RF Justification

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Site Justification

AT&T is proposing a new site, EG34 in the city of Springfield, Oregon. This is a AT&T service area that has a significant 4G High Band service coverage gap as illustrated in **Exhibit 1A**. The Exhibit shows the proposed site (Red star) and nearest adjacent sites in Blue triangles. As can be seen, there is a large coverage gap in all areas not shaded in Green. It is important to clarify, that the area does have scattered 3G Low Band coverage today. This is shown in **Exhibit 1D**. However, due to capacity and user demand we need to enhance our service in the High Band spectrum that we have been authorized to use by the FCC. During times of high traffic demand or emergencies, wireless service will be degraded to all users due to congestion in our Low Band spectrum. In addition, our 3rd generation of wireless service will be obsoleted in the near future which will result in almost no wireless coverage in this vicinity. Therefore, preparation must be made now for 4G coverage

This gap determination was a result of a combination of customer complaints, service requests and RF design analysis as shown in **Exhibit 1E**. The service coverage improvement is targeted mostly along portion of Harlow Rd leading to the round about, intersecting with Martin Luther King Pkwy and also along portion of Pioneer Pkwy north of Hwy 126. This site will provide the coverage from Mallard Ave to 126 HWY and will cover the surrounding Residential areas and secondary streets. This still also improve the coverage to the Gateway mall.

Exhibit 1B, demonstrates the minimum acceptable expanded level of service that will be provided with the addition of the new proposed site with antenna Tip height at 120'. This is where an AT&T handset can be reliably used to make and receive telephone calls in the presence of varying signals. The site will serve in all newly shaded Green areas. The proposed antenna tip height of 120' ft. is the minimum required to achieve the coverage objective. Reducing antenna height will reduce the sites effectiveness and will make the proposed new facility ineffective as show in **Exhibit 1C** with antenna Tips at 70'. Notice the reduced coverage.

Whip antennas are typically not used by wireless carriers anymore. The radiated signal is omnidirectional and they provide no capacity relief. Therefore, sites are now sectored using directional arrays where overall site capacity is immensely increased. Repeaters and microcells also do not have the ability to handle capacity and their coverage area is limited due to lower powered transmitters associated with them.

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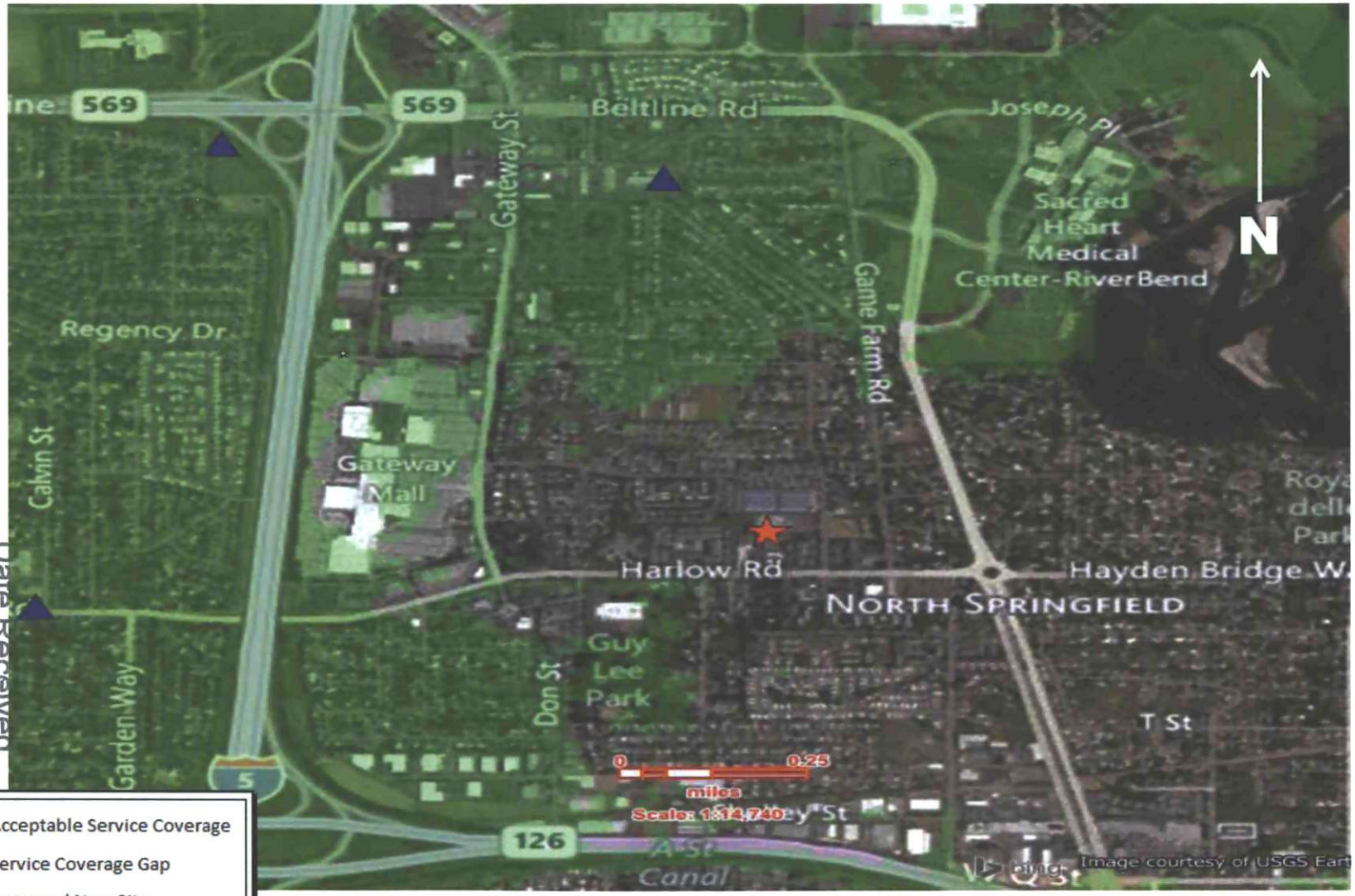
Exhibit 1A – Existing 4G Service Coverage Map

Service Area BEFORE site addition



- Acceptable Service Coverage
- Service Coverage Gap
- Proposed New Site
- Existing Site

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Exhibit 1B – New 4G Service Coverage Map

Service Area AFTER new site addition – 120' Tip Height

- Acceptable Service Coverage
- Service Coverage Gap
- Proposed New Site
- Existing Site

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Exhibit 1C – New 4G Service Coverage Map

Service Area AFTER new site addition @ 70' ft Tip Height : Insufficient Coverage

- Acceptable Service Coverage
- Service Coverage Gap
- Proposed New Site
- Existing Site

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Exhibit 1D– Existing 3G Service Coverage Map

- Acceptable Service Coverage
- Service Coverage Gap
- Proposed New Site
- Existing Site

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Exhibit 1E– Customer complaints and coverage issues

Poor In-bldg 100-m bin
Decile Score APR2013-SEP2013

- all others
- 1 - 4
- 4 - 7
- 7 - 11

Jan 1 to Dec 31, 2013

- Blocked Call
- Data - Can't Connect
- Data - Too Slow
- Dropped Call
- No Coverage
- Poor Voice Quality
- Spam

- Acceptable Service Coverage
- Service Coverage Gap
- Proposed New Site
- Existing Site

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Alternative Tower Analysis

We have identified four potential Alternative towers for analysis, which follows;

1. **Exhibit 2A:** I-5 Hwy 126-Existing Verizon Wireless Monopole located at junction between I-5 and Hwy 126 {44.065370 / -123.046790}
2. **Exhibit 2B**: 1075 Shelly St, Springfield, OR. Existing Crown Castle Monopole {44.064676/ -123.043049}
3. **Exhibit 2C:** 3030 Gateway Loop, Springfield, OR – Existing T-Mobile Monopole {44.077222 / -123.0461944}
4. **Exhibit 2D**: 3365 Game Farm Rd, Springfield, OR. Monopole { 44.082631 / -123.031574}

All the above options were analyzed but none of them meet the coverage objectives. Because they are located in close proximity to existing AT&T sites. They will only provide overlapping redundant coverage and will not fill in our High Band coverage needs.

Please refer to **Exhibits 2A – 2D**.

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Exhibit 2A– Existing 4G Service Coverage Map

(Ruled Out Candidates, Red Star & 3 Blue Triangles)

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Exhibit 2B– Existing 4G Service Coverage Map

(Ruled Out Candidates, Red Star & 3 Blue Triangles)

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Exhibit 2C– Existing 4G Service Coverage Map

(Ruled Out Candidates, Red Star & 3 Blue Triangles)

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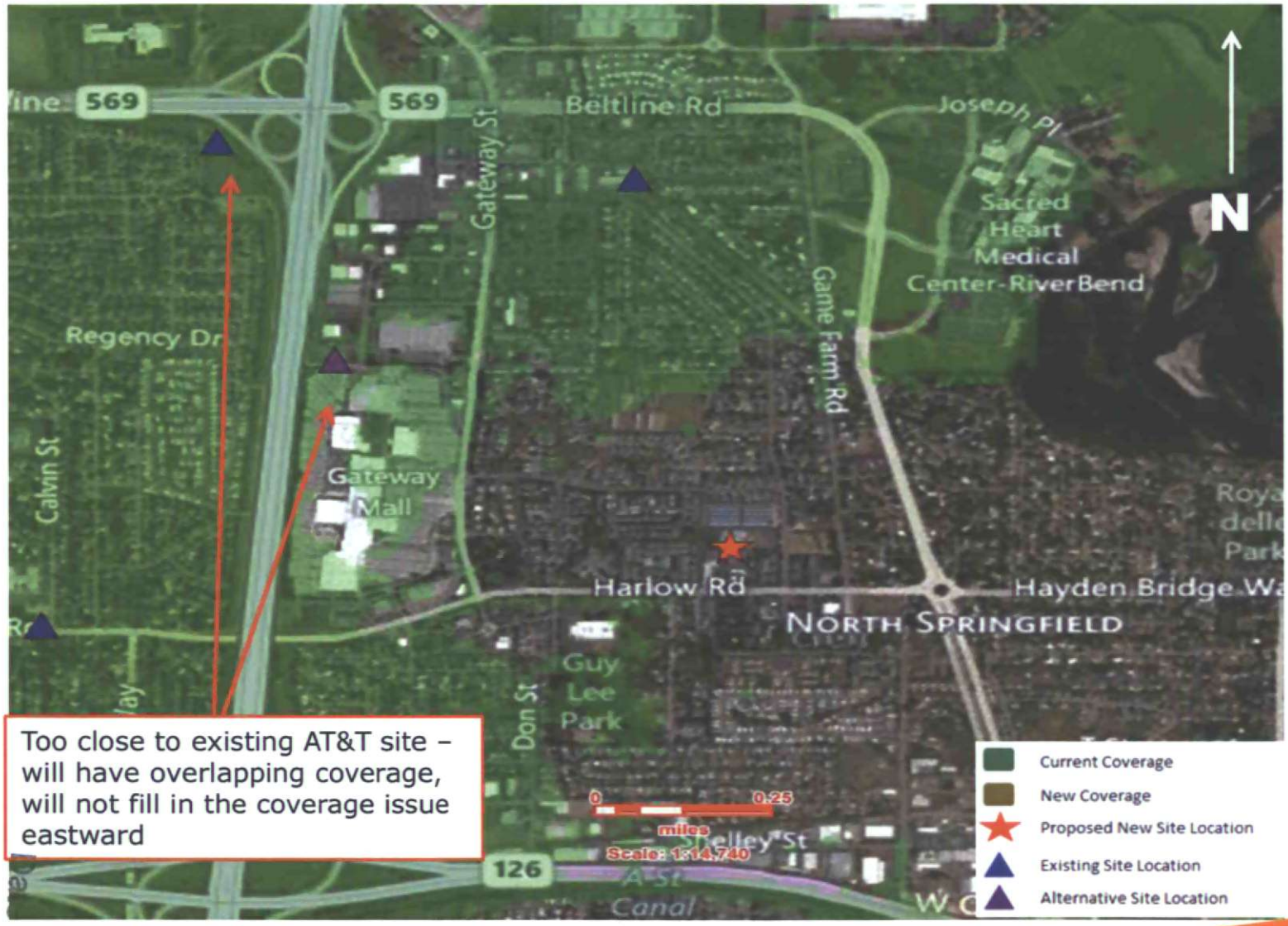
Exhibit 2D– Existing 4G Service Coverage Map

(Ruled Out Candidates, Red Star & 3 Blue Triangles)



Original Submittal

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Appendix

Engineering Network Design Parameters

The data below are the engineering design assumptions that were use in generating the propagation map simulations. AT&T constantly does extensive propagation model adjustments to insure they accurately reflect actual wireless signal conditions.

Technology		Frequency Band					Morphology - Indoor			
UMTS	LTE	700	850	1900	AWS	WCS	Dense Urban	Urban	Suburban	Rural
	x			x					x	

High Band Morphology Signal Definitions (RSRP or RSCP): 1900, AWS, WCS

Dense Urban: -80dBm
Urban: -98dBm
Suburban: -108dBm
Rural: -116dBm

Low Band Morphology Signal Definitions (RSRP or RSCP): : 700, 850

Dense Urban: -70dBm
Urban: -90dBm
Suburban: -98dBm
Rural: -113dBm

Original Submittal
JAN 30 2014
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Exhibit #2-Acoustical/Noise Report

Date Received:

JAN 3 0 2014

Original Submittal

SSA acoustics
Stewart · Art Altaoua · Burt · Miller-Klein

December 20, 2013

Ms. Danielle Page
Lexcom Development
615 8th Avenue South
Seattle, WA 98104

Re: Acoustical Report – AT&T EG34 Gateway Mall
Site: 2728 Pheasant Blvd, Springfield, OR 97477

Dear Danielle,

This report presents a noise survey performed in the immediate vicinity of the proposed AT&T telecommunications facility at 2728 Pheasant Blvd in Springfield, Oregon. This noise survey extends from the proposed equipment to the nearest properties. The purpose of this report is to document the existing conditions and the impacts of the acoustical changes due to the proposed equipment. This report contains data on the existing and predicted noise environments, impact criteria and an evaluation of the predicted sound levels as they relate to the criteria.

Ambient Conditions

Existing ambient noise levels were measured on December 16, 2013 site with a Larson-Davis 820 sound level meter. Measurements were conducted in accordance with Oregon Administrative Rules (OAR) 340-35-035 subsection (3)(b). The average ambient noise level was 46 dBA primarily due to noise from traffic on nearby roadways. The weather during the measurements included light rain and the roads were wet.

Code Requirements

The site is located within the City of Springfield Zoning jurisdiction on property with a C zoning. The receiving property to the west is zoned MDR, which is considered a noise sensitive unit.

The proposed new equipment consists of an emergency generator, which will run during daytime hours for maintenance and testing purposes, as well as two cooling units for the equipment shelter.

Lane County Code Chapter 5.615 limits noise to a noise sensitive unit which is not the source of the sound as follows:

SSA Acoustics, LLP
222 Etruria Street, Ste 100
Seattle, Washington 98109
t. 206.839.0819 f. 206.839.0824

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Noise must not exceed 60 dBA between 7:00 am and 10:00 pm, and must not exceed 50 dBA at any time between 10:00 pm and 7:00 am. Since the generator will only be operated during daytime hours, it must meet the 60 dBA daytime limit.

Predicted Equipment Sound Levels

24-Hour Operation Equipment

The proposed equipment includes a new equipment shelter. According to data obtained from the manufacturer, the equipment shelter is cooled by two Marvair AVPA48 air-conditioning units which each produce a 73 dB(A) at 5 feet. The combined sound level from both units operating is 76 dB(A) at 5 feet.

To predict equipment noise levels at the receiving properties, this survey uses the methods established by ASHRAE and AHRI Standard 275-2010. Application factors such as location, height, and reflective surfaces, and noise reduction from intervening elements are accounted for in predicting the sound level at the receiving properties.

The nearest receiving property line is approximately 110 feet west of the equipment shelter. The predicted sound level at the nearest property line is shown in the table below.

Table 1
Application Factors and Predicted Noise Levels
Proposed New Equipment

Line	Application Factor	North
1	Sound Pressure Level at 5 ft. (dB(A)), Lp1	76
2	Distance Factor (DF) Inverse-Square Law (Free Field): DF = 20log (d1/d2)	-27 (110 ft)
3	New Equipment Sound Pressure Level at Receiver, Lpr (Add lines 1 and 2)	**49**

As shown in Table 1, the sound pressure level from the proposed cooling units for the shelter at the nearest receiving property is 49 dB(A) which meets the 50 dB(A) code limit. No further mitigation is required.

Emergency Generator Operation

The proposed equipment includes (1) Kohler 50kW Diesel Generator. According to the data obtained by the manufacturer, the generator will produce a sound level of 66 dBA at 23 feet.

To predict equipment noise levels at the receiving properties, this survey used the methods established by AHRI Standard 275-2010. Application factors such as location, height, and reflective surfaces are accounted for in predicting the sound level at the nearest receivers.

The nearest property is approximately 110 feet south of the generator location. The predicted sound level for the property is shown below in Table 3.

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Table 3
Application Factors and Predicted Noise Levels (Generator)

Line	Application Factor	North dBA
1	Sound Pressure Level at 23 ft (dBA), Lp1	66
2	Distance Factor (DF) Inverse-Square Law (Free Field): DF = 20*log (d1/d2)	-14 (110 ft)
3	New Equipment Sound Pressure Level at Receiver, Lpr (Add lines 1 to 3)	**52**

The sound pressure level from the generator to the nearest noise sensitive unit property is 52 dBA, which meets the daytime noise limit of 60 dBA during equipment testing. No further noise mitigation is required.

Please contact us if you have any questions or require further information.

Sincerely,
SSA Acoustics, LLP

Matt Roe
ACOUSTICAL CONSULTANT

Date Received:

JAN 3 0 2014

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Exhibit #3-FAA Determination and FCC Support Documentation

Date Received:

JAN 3 0 2014

Original Submittal

Untitled

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*****************************************************
*            Federal Airways & Airspace             *
*         Summary Report: New Construction          *
*                Antenna Structure                  *
*****************************************************
```

Airspace User: Andy Mishler

File: EG34

Location: Springfield, OR
Distance: 3.2 Statute Miles
Direction: 114° (true bearing)

Latitude: 44°-04'-19.68" Longitude: 123°-02'-06.75"

SITE ELEVATION AMSL.....442 ft.
STRUCTURE HEIGHT.....125 ft.
OVERALL HEIGHT AMSL.....567 ft.

NOTICE CRITERIA
FAR 77.9(a): NNR (DNE 200 ft AGL)
FAR 77.9(b): NNR (DNE Notice Slope)
FAR 77.9(c): NNR (Not a Traverse Way)
FAR 77.9: NNR FAR 77.9 IFR Straight-In Notice Criteria for EUG
FAR 77.9: NNR FAR 77.9 IFR Straight-In Notice Criteria for 77S
FAR 77.9(d): NNR (Off Airport Construction)

NR = Notice Required
NNR = Notice Not Required
PNR = Possible Notice Required (depends upon actual IFR procedure)
For new construction review Air Navigation Facilities at bottom of this report.

Notice to the FAA is not required at the analyzed location and height for slope, height or Straight-In procedures. Please review the 'Air Navigation' section for notice requirements for offset IFR procedures and EMI.

OBSTRUCTION STANDARDS
FAR 77.17(a)(1): DNE 499 ft AGL
FAR 77.17(a)(2): DNE - Airport Surface
FAR 77.19(a): DNE - Horizontal Surface
FAR 77.19(b): DNE - Conical Surface
FAR 77.19(c): DNE - Primary Surface
FAR 77.19(d): DNE - Approach Surface
FAR 77.19(e): DNE - Transitional Surface

VFR TRAFFIC PATTERN AIRSPACE FOR: EUG: MAHLON SWEET FIELD
Type: A RD: 46650 RE: 373.6
FAR 77.17(a)(1): DNE
FAR 77.17(a)(2): DNE - Greater Than 5.99 NM.
VFR Horizontal Surface: DNE
VFR Conical Surface: DNE
VFR Approach Slope: DNE
VFR Transitional Slope: DNE

VFR TRAFFIC PATTERN AIRSPACE FOR: 77S: HOBBY FIELD
Type: A RD: 50030.33 RE: 538
FAR 77.17(a)(1): DNE
FAR 77.17(a)(2): DNE - Greater Than 5.99 NM.
VFR Horizontal Surface: DNE
VFR Conical Surface: DNE

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VFR Approach Slope: DNE
VFR Transitional Slope: DNE

TERPS DEPARTURE PROCEDURE (FAA Order 8260.3, Volume 4)
FAR 77.17(a)(3) Departure Surface Criteria (40:1)
DNE Departure Surface

MINIMUM OBSTACLE CLEARANCE ALTITUDE (MOCA)
FAR 77.17(a)(4) MOCA Altitude Enroute Criteria
The Maximum Height Permitted is 4000 ft AMSL

PRIVATE LANDING FACILITIES

FACIL IDENT	TYP	NAME	BEARING To FACIL	RANGE IN NM	DELTA ARP ELEVATION	FAA IFR
OG64	HEL	RIVER BEND HOSPITAL	34.48	.67	-22	IFR
No Impact to Private Landing Facility Structure 0 ft below heliport.						
41OR	HEL	MCKENZIE-WILLAMETTE MEDICAL	128.45	1.76	+521	
No Impact to Private Landing Facility Structure is beyond notice limit by 5694 feet.						
OR69	HEL	SACRED HEART GENERAL HOSPITA	229.8	2.32	+69	
No Impact to Private Landing Facility Structure is beyond notice limit by 9097 feet.						
05OG	HEL	DRILL FIELD PAD	258.1	3.7	+152	
No Impact to Private Landing Facility Structure is beyond notice limit by 17482 feet.						
17OG	HEL	EUGENE FIRE STATION #2	257.09	3.71	+147	
No Impact to Private Landing Facility Structure is beyond notice limit by 17542 feet.						
23OR	HEL	SAXON'S	112.94	3.92	+167	
No Impact to Private Landing Facility Structure is beyond notice limit by 18818 feet.						
OR44	AIR	BRIGGS	345.34	5.04	+180	
No Impact to VFR Transitional Surface. Below surface height of 404 ft above ARP.						

AIR NAVIGATION ELECTRONIC FACILITIES

FAC IDNT	TYPE	ST AT	FREQ	VECTOR	DIST (ft)	DELTA ELEVA	ST	LOCATION	GRND APCH BEAR ANGLE
EUG	VORTAC	I	112.9	289.9	52393	+203	OR	EUGENE	.22
EUG	RADAR	ON	2730.	291.00	53524	+147	OR	MAHLON SWEET FIEL	.16
No Impact. This structure does not require Notice based upon EMI. The studied location is within 20 NM of a Radar facility. The calculated Radar Line-Of-Sight (LOS) distance is: 54 NM. This location and height is within the Radar Line-Of-Sight.									
QMO	RADAR ARSR	ON		315.48	107625	-518	OR	Monroe	-.28
No Impact. This structure does not require Notice based upon EMI. The studied location is within 20 NM of a Radar facility.									

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The calculated Radar Line-Of-Sight (LOS) distance is: 70 NM.
This location and height is within the Radar Line-Of-Sight.

CVO VOR/DME I 115.4 336.61 169884 +326 OR CORVALLIS .11

FCC AM PROOF-OF-PERFORMANCE
REQUIRED: Structure is near a FCC licensed AM radio station Proof-of-Performance is required. Please review AM Station Report for details.

Nearest AM Station: KORE @ 632 meters.

Airspace® Summary Version 13.9.332

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11-06-2013
07:26:15

Date Received:
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Federal Communications Commission

FCC Home | Search | Updates | E-Filing | Initiatives | For Consumers | Find People

Universal Licensing System

FCC > WTB > ULS > Online Systems > License Search FCC Site Map

ULS License

PCS Broadband License - WPOJ691 - New Cingular Wireless PCS, LLC

HELP

New Search Refine Search Return to Results Printable Page Reference Copy Map License

MAIN ADMIN MARKET

Call Sign	WPOJ691	Radio Service	CW - PCS Broadband
Status	Active	Auth Type	Regular

Market

Market	BTA133 - Eugene-Springfield, OR	Channel Block	C
Submarket	5	Associated Frequencies (MHz)	001895.00000000-001910.00000000 001975.00000000-001990.00000000

Dates

Grant	07/15/2009	Expiration	06/30/2019
Effective	11/24/2012	Cancellation	

Buildout Deadlines

1st	06/30/2004	2nd	06/30/2009

Notification Dates

1st	06/02/2004	2nd	06/26/2009

Licensee

FRN	0003291192 (View Ownership Filing)	Type	Limited Liability Company

Licensee

New Cingular Wireless PCS, LLC
2200 N. Greenville Ave, 1W
Richardson, TX 75082
ATTN Reginald Youngblood

P:(972)234-7003
F:(972)301-6893
E:FCCMW@att.com

Contact

AT&T Mobility LLC
Michael P Goggin
1120 20th Street, NW - Suite 1000
Washington, DC 20036

P:(202)457-2055
F:(202)457-3073
E:michael.p.goggin@att.com

Date Received: JAN 30 2014

Original Submittal

ATTN Michael P. Goggin

Ownership and Qualifications

Radio Service Type Fixed, Mobile

Regulatory Status Common Carrier Interconnected Yes

Alien Ownership
The Applicant answered "No" to each of the Alien Ownership questions.

Basic Qualifications
The Applicant answered "No" to each of the Basic Qualification questions.

Tribal Land Bidding Credits
This license did not have tribal land bidding credits.

Demographics

Race

Ethnicity Gender

ULS Help ULS Glossary - FAQ - Online Help - Technical Support - Licensing Support

ULS Online Systems CORES - ULS Online Filing - License Search - Application Search - Archive License Search

About ULS Privacy Statement - About ULS - ULS Home

Basic Search By Call Sign = SEARCH

FCC | Wireless | ULS | CORES

Help | Tech Support

Federal Communications Commission
445 12th Street SW
Washington, DC 20554

Phone: 1-877-480-3201
TTY: 1-717-338-2824
Submit Help Request

Date Received:

JAN 3 0 2014

Original Submittal

Exhibit #4-Construction, Maintenance, and Landscaping Summary

Date Received:

JAN 3 0 2014

Original Submittal

Construction, Maintenance, and Landscaping Summary

Construction Timeline: 60 days

Staging areas: All related construction elements, equipment, and materials to be placed in the west area of the existing parking lot.

Vehicles to be used: Both trucks and related general contractor/sub contractor trucks and personal vehicles will be on site during construction of the WTS site. Trucks will be used primarily for tower and shelter material transport as well as crane counterweights. A mini excavator will be used for shelter foundation implementation and power/telco trenching aspects. A drill rig will be used for the tower foundation aspect. A crane will be used to lift the shelter into place and to set the tower into the new foundation. A man lift will be used to install the branches and ancillary equipment to be placed on the monopine tower.

Maintenance: Per the standard maintenance and monitoring schedule, an AT&T Mobility technician will visit the site once per month to verify all equipment is working properly. If a loss of power or equipment failure occurs, the technician is on call to address 24/7.

Landscaping: AT&T Mobility technician will monitor landscape placements while on site for monthly site maintenance. If landscape issues arise surrounding new plantings and maintenance of the intended landscape buffer, AT&T will address accordingly per code requirements. Please see attached Site Plan-L-1 Page for formal landscaping plan.

Vegetation landscaping, watering, and maintenance summary:

- All soil preparation shall conform to code specification
- Container grown plants to be planted in plant pits 2x wider than plant container and a depth of twice the height of the plant container. Plant crowns to be slightly higher than it's nursery grown height after settlement (shrubs only)

Watering plan:

- All plants shall be watered immediately, before backfilling planting pits
- Provide a watering basin around all 5 gallon and larger size material approximately as follows: 5 gal---2 depth x 1.5 times container size
- Scarify the sides of each root ball prior to planting if circular root growth is evident. If circular root growth has not been corrected, said plants will be rejected.
- Contractor shall keep site weed free, clear of debris, and refill watering bags system as required. All dead foliage to be removed from plants and tree stakes shall be adjusted as necessary

Date Received:
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Exhibit #5-RF Emissions Engineer Statement

Date Received:

JAN 3 0 2014

Original Submittal

at&t

DATE: November 25, 2013
TO: City of Springfield Planning Department
RE: Proposed Radio Site: EG34 @ 2728 Pheasant Blvd, Springfield, OR 97477

The proposed facility noted above will transmit at frequencies in the range of 734 to 892 MHz and 1,930 to 2,145 MHz as licensed by the Federal Communications Commission with ERP's less than 1,000 watts.

The worst case general population exposure limit per the FCC Public Standards OET Bulletin 65 occurs at 734 MHz and is 0.4893 mW/cm^2. The worst case for the 1,500 to 100,000 MHz band is 1.0 mW/ cm^2.

The power density calculations for each sector of the facility modification (typically less than 1 to 5% of the FCC limit) **will be well below the maximum FCC exposure levels**. The proposed facility will not cause other co-located facilities to exceed FCC exposure standards and is categorically proven as safe, according to Federal Guidelines.

The Power Density values will be in compliance and the antennas will not cause any habitable area of a structure to exceed the Federal Communication Commission's worst case limits for human exposure to radio frequency electromagnetic fields.

The proposed facility should not interfere with other communications facilities. Our sites are monitored 24/7 by a national operations center to insure all is operating normally. In addition, we have local technicians who make routine visits to cell sites to make repairs when needed.

I certify that this information is true to the best of my knowledge.

Regards,

Ken Seymour, **FCC License Number PG-13-16349**
Engineering Manager AT&T Mobility

Date Received:

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Original Submittal

Exhibit #6-Proposed Site Lease

Date Received:

JAN 3 0 2014

Original Submittal

Exhibit #7-Utilities Coordination Report

Date Received:

JAN 3 0 2014

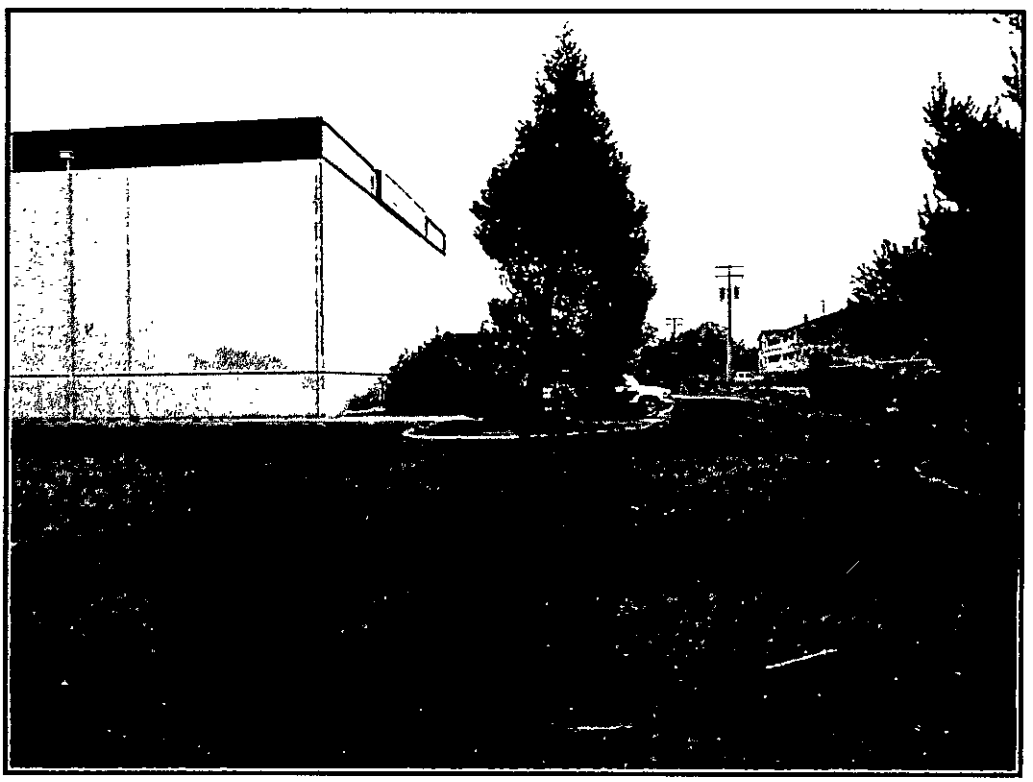
Original Submittal

Prelim: 11/15/13
FINAL: 12/18/13
Revision: 1
Rev Date: 01/06/13

Utility Coordination Report

EG34 Gateway Mall East

FA: 10576512 USID: 154949



Company: R&W Engineering
Consultant: **Heather Harris**
Phone Number: **503.726.3321**
Email: **hharris@rweng.com**

Site Status: SAO

POWER: Springfield Utility Board
ENET: NA
TDM: CenturyLink (Qwest)

Date Received:
JAN 30 2014
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Power Company Contact Information

Provider: Springfield Utility Board
Engineering Contact: Guenter Matyszak
Address: 1001 Main St.
Springfield OR 97477

App Sent: 10/22/13
WO#: N/A
FEES: N/A

Phone Number(s): 541-736-3296 or 541-954-5183
E-mail Address: guenterm@subutil.com

New Business Contact
(To set up account): Customer Service
Address: 250 "A" Street
Springfield, OR 97477
Phone Number(s): 541-746-9599

Met with Engineering Contact on-site:
☐ Yes Date of site walk:
☒ No (explain): Coordinated via telephone/email 10/29/13

Power Run Information

Point of Origination:
☒ Pole-mounted Transformer
☐ Pad-Mounted Transformer
☐ Electrical Room
☐ Sub-meter from Existing Power
☐ Vault/Hand-hole
☐ other (Describe):

Identification number on Point of Origination: Existing SUB Pole #97178

Capacity at demarcation: 600A, 120/240V, 1 Phase, 3 Wire ((3) 200A Services)

Distance to site (via existing or proposed easement): Approximately 160'

Describe route to AT&T equipment (be specific, including if and where a new transformer will be placed, where new AT&T meter will go, etc.):

Springfield Utility Board (SUB) will need to set a new 120/240V 1 Phase transformer on their existing pole #97178.

AT&T to sweep (3) 3" Schedule 40 PVC Conduits up at the base of existing Springfield Utility Board's (SUB) pole #97178. The sweeps will need to be a schedule 40 long sweeps with 36" radius. SUB will provide the stand-off brackets. The contractor will need to coordinate the exact sweep location with the power company representative prior to installation. (SUB) will build the entire riser. See ESD 0106 attachment.

AT&T to place the conduits in a 36" below grade trench and extend them over to the location of the new H-Frame with (3) 200A meterbase inside the new AT&T lease area. AT&T to provide and install

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the new H-Frame as well as the (3) 200A meterbase. AT&T will need to sweep (1) of the 3" conduits up into each meterbase. The sweeps will need to have a minimum 36" radius.

AT&T will need to provide and pull in (3) #3/0 copper conductors in one of the (3) 3" conduits. To assist pulling in conductor, please call the Electric Department at least 1 business day in advance for appointment. SUB will work with AT&T contractor to help pull in conductor into newly constructed rise.

AT&T will need to provide an engraved label on their meterbase, identifying it as AT&T's meter and the address.

It should be mentioned that a portion of the power and telco route will require that AT&T either bore or cut and patch the existing pavement.

Notes:

- AT&T to have the meterbase inspected by the city prior to SUB energizing the new service.
- AT&T to request locates prior to any excavation.
- SUB will require that they inspect the trenching prior to backfill. Please call 541-726-2395 to arrange for the trench inspection.
- All sweeps will need to have a minimum 36"radius.
- The power and telco conduits will be combined in a joint trench. A minimum 12" separation must be maintained at all times.
- AT&T will need to provide SUB 24 hour access to their equipment inside the lease area.
- AT&T will need to provide 3'-6" clearance in front of the meterbase per NEC.

Power Easement Information

Utility Co. Easement(s) Required (Utility Co. Document)? ☒ Yes ☐ No

Third-Party Easement(s) Needed? ☐ Yes ☒ No

Who will **WRITE**	Who **EXECUTES & NOTARIZES**	Who **RECORDS**
☐ Power Co.	☒ Power Co.	☒ Power Co.
☒ SA Vendor	☐ SA Vendor	☐ SA Vendor
☐ Other: see below	☐ Other: see below	☐ Other: see below

SUB will require a 7' wide easement from their existing power pole over to the meterbase. SUB will provide AT&T with their easement template. AT&T will need to fill out the template with the legal description of the entire and send it to SUB. SUB will need to execute, notarize and record the easement.

Date Received:

JAN 3 0 2014

T1 - Telco Company Contact Information

Provider: CenturyLink (Qwest)
Engineering Contact: Norm Palmer
Address: 112 East 10th Street
Eugene, OR 97401
Phone Number(s): (541) 484-8084
E-mail Address: norm.palmer@centurylink.com

Met with Engineering Contact on-site:
☒ Yes Date of site walk: 10/10/13
☐ No (explain):

T1 Telco Run Information

Will microwave be required?
☐ Yes**
☐ Potentially**
☒ No

**Explain: Also see additional information below.

Point of Origination: ☐ Pole ☒ Pedestal
☐ Terminal ☐ Vault/Hand-hole
☐ Other (Describe):

Number or address of point of origination: Existing Centurylink Pedestal #R650

Distance to site (via existing or proposed easement): Approximately 277'

Required number of T-1's for facility (per RF): 14

T1/DS1s being delivered via: ☒ Copper ☐ Fiber

Does the point of origin capacity need to be increased or reinforced by Telco Co?
☐ Yes
☒ No

Describe Route to AT&T Equipment (be specific, including whether a new pedestal or terminal will be placed, where it would be placed, etc):

AT&T will need to sweep (1) 2" Schedule 40 PVC Conduit with pulltape up at existing Centurylink pedestal #R650. The sweep will need to have a minimum 36" radius. AT&T will need to coordinate the exact sweep location with the Centurylink representative prior to installation. AT&T will need to place the conduit in a 36" below grade trench and extend it approximately 95' south to the location of the new 3048 handhole. AT&T will need to provide and install the new 3048 handhole. The contractor will need to coordinate the exact location of the new handhole with the Centurylink representative prior to installation. AT&T will need to stub the 2" conduit into the new handhole.

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AT&T will need to stub (1) 4" Schedule 40 PVC conduit with (1) 1-1/4" innerduct, trace wire and pulltape into the newly installed 3048 handhole. The trace wire to be provided in the conduit and NOT in the innerduct. The contractor will need to provide pulltape in both the innerduct and the conduit. The conduit will need to be placed in a 36" below grade trench and extended approximately 132' east where it will make a 90° turn to the north. The sweep will need to have a minimum 36" radius.

The conduit to be extended approximately 50' over to the location of the new 3048 handhole located just outside the AT&T fenced lease area. AT&T will need to provide and install the new 3048 handhole. The contractor will need to coordinate the exact location of the new handhole with the Centurylink representative prior to installation. AT&T will need to stub the 4" conduit into the new handhole.

It should be mentioned that a portion of the power and telco route will require that AT&T either bore or cut and patch the existing pavement.

AT&T will need to stub (1) 2" Schedule 40 PVC conduit with pulltape into the newly installed 3048 handhole. The conduit will need to be placed in a 36" below grade trench and extended over to the new H-Frame with a 3'X3'X1' NEMA 3R Hoffman Enclosure. AT&T will need to provide and install the new H-Frame and the new 3'X3'X1' NEMA 3R Hoffman Enclosure. AT&T will need to sweep the conduit up into the new Hoffman Enclosure. The sweep will need to have a minimum 36" radius.

AT&T will need to provide a #6 copper service ground for CenturyLink's use.

AT&T will need to sweep (1) 2" Schedule 40 PVC Conduit with pulltape up into the newly installed Hoffman Enclosure. The conduit will need to be placed in a 36" below grade trench and extended over to AT&T's shelter exterior. Here, the conduit will need to be swept up into a 12"X12"X9" weatherproof junction box. AT&T will need to provide and install the new junction box over the existing wall penetration into AT&T's shelter.

For Future Fiber/Ethernet:

AT&T will need to stub (1) 2" Schedule 40 PVC Conduit with pulltape into the newly installed 3048 handhole. The conduit will need to be placed in a 36" below grade trench and extended over to AT&T's shelter exterior. Here, the conduit will need to be swept up into the newly installed 12"X12"X9" weatherproof junction box.

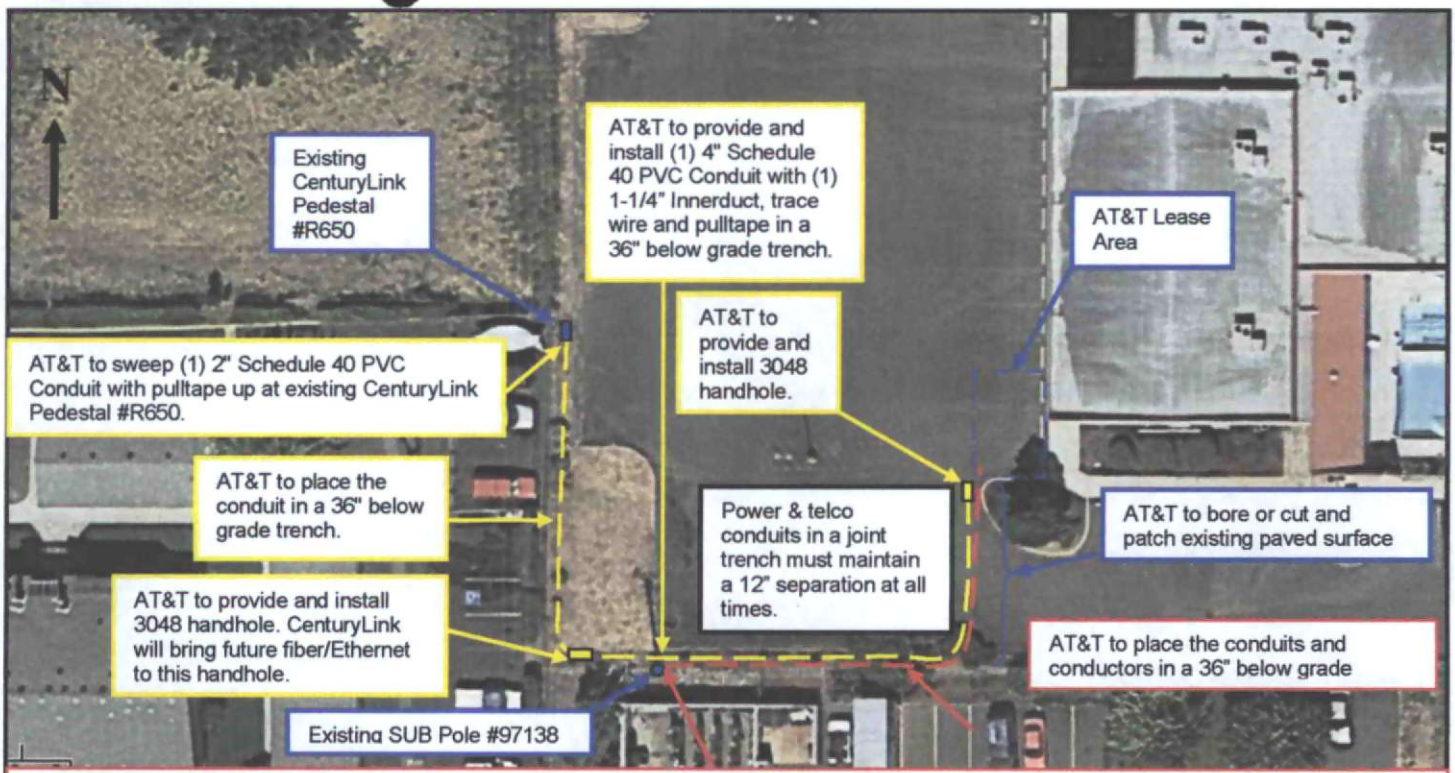
NOTES:

- AT&T to request locates prior to any digging.
- Power and Telco will be combined in a joint trench. A minimum 12" separation must be maintained at all times.
- All sweeps to have a minimum 36" radius.
- AT&T will need to order the Hoffman enclosure with a 3/4" fire rated plywood backboard inside.
- AT&T will need to provide a 120V weatherproof receptacle.
- Trace wire to be 26 gauge or larger. The trace wire can be multi-strand or solid core. The trace wire must have shielding; bare wire is not allowed. The contractor will need to leave a 3' coil of trace wire at each end of the conduit.

Date Received:

JAN 3 0 2014

Original Submittal

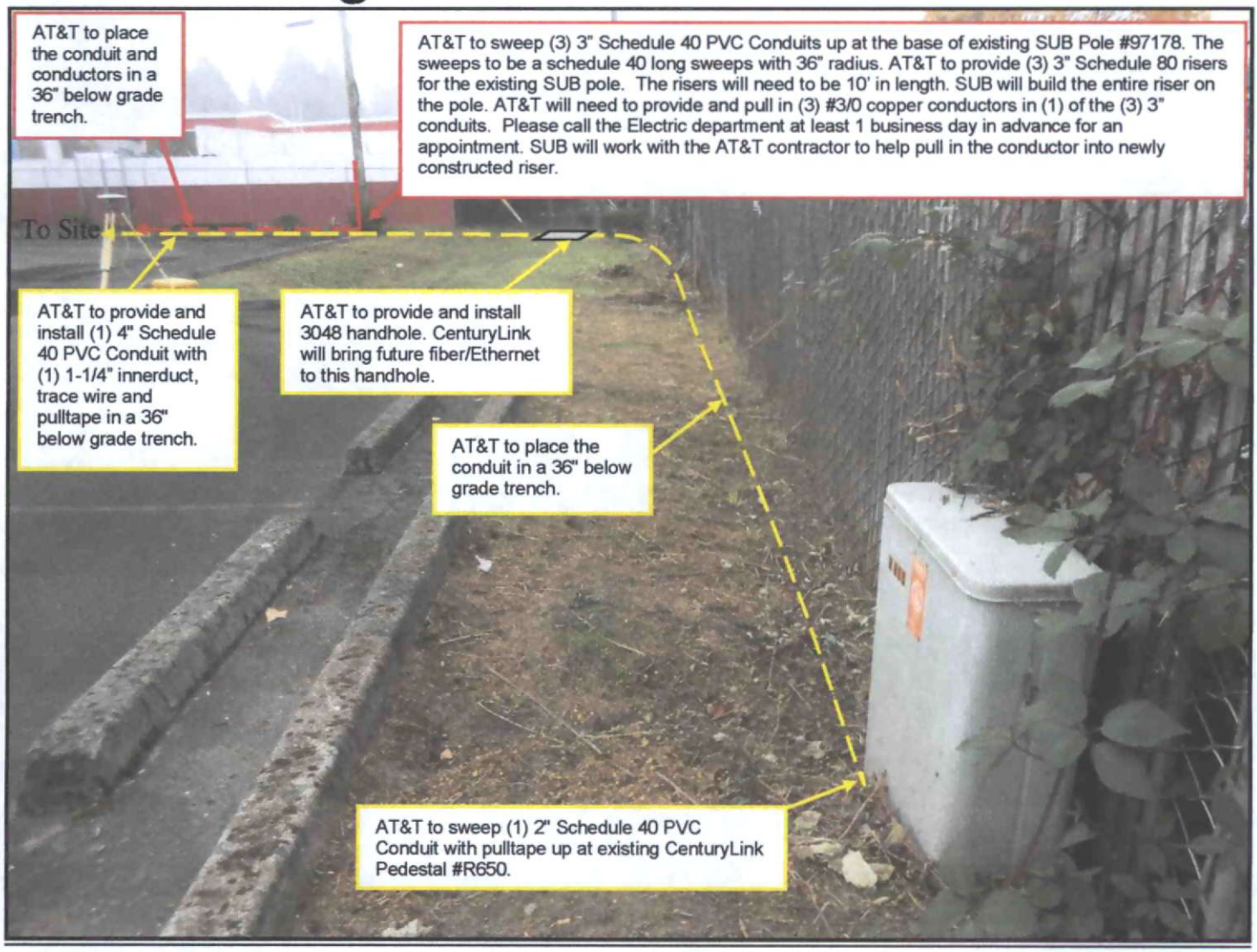


AT&T to sweep (3) 3" Schedule 40 PVC Conduits up at the base of existing SUB Pole #97178. The sweeps to be a schedule 40 long sweeps with 36" radius. AT&T to provide (3) 3" Schedule 80 risers for the existing SUB pole. The risers will need to be 10' in length. SUB will build the entire riser on the pole. AT&T will need to provide and pull in (3) #3/0 copper conductors in (1) of the (3) 3" conduits. Please call the Electric department at least 1 business day in advance for an appointment. SUB will work with the AT&T contractor to help pull in the conductor into newly constructed riser.

Date Received:

JAN 3 0 2014

Original Submittal



Date Received:

JAN 3 0 2014

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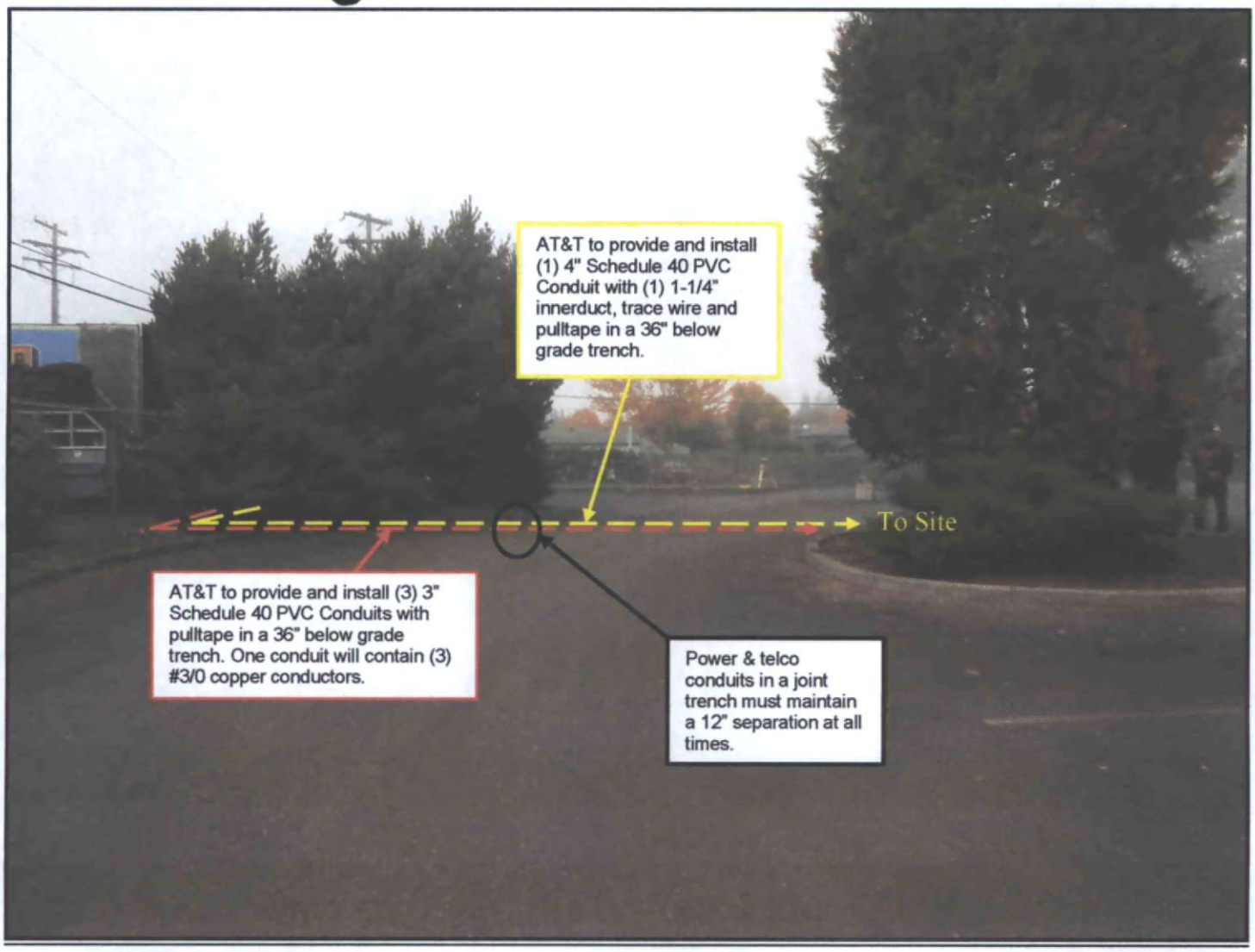

Date Received:

JAN 3 0 2014

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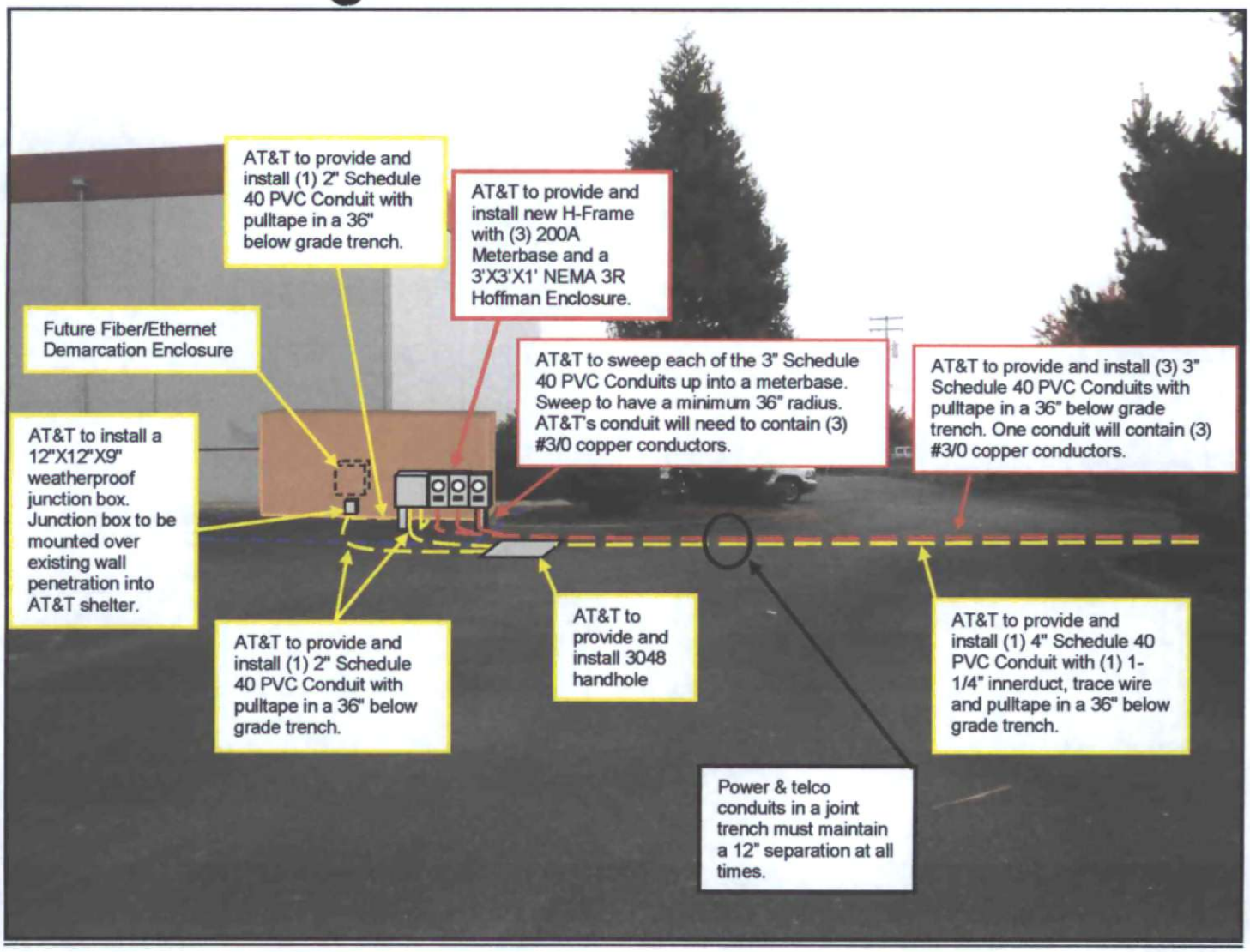


Date Received:

JAN 3 0 2014

Original Submittal B

Exhibit #8-Photo Simulations and Map

Date Received:

JAN 3 0 2014

Original Submittal

CORNERSTONE ENGINEERING, INC.

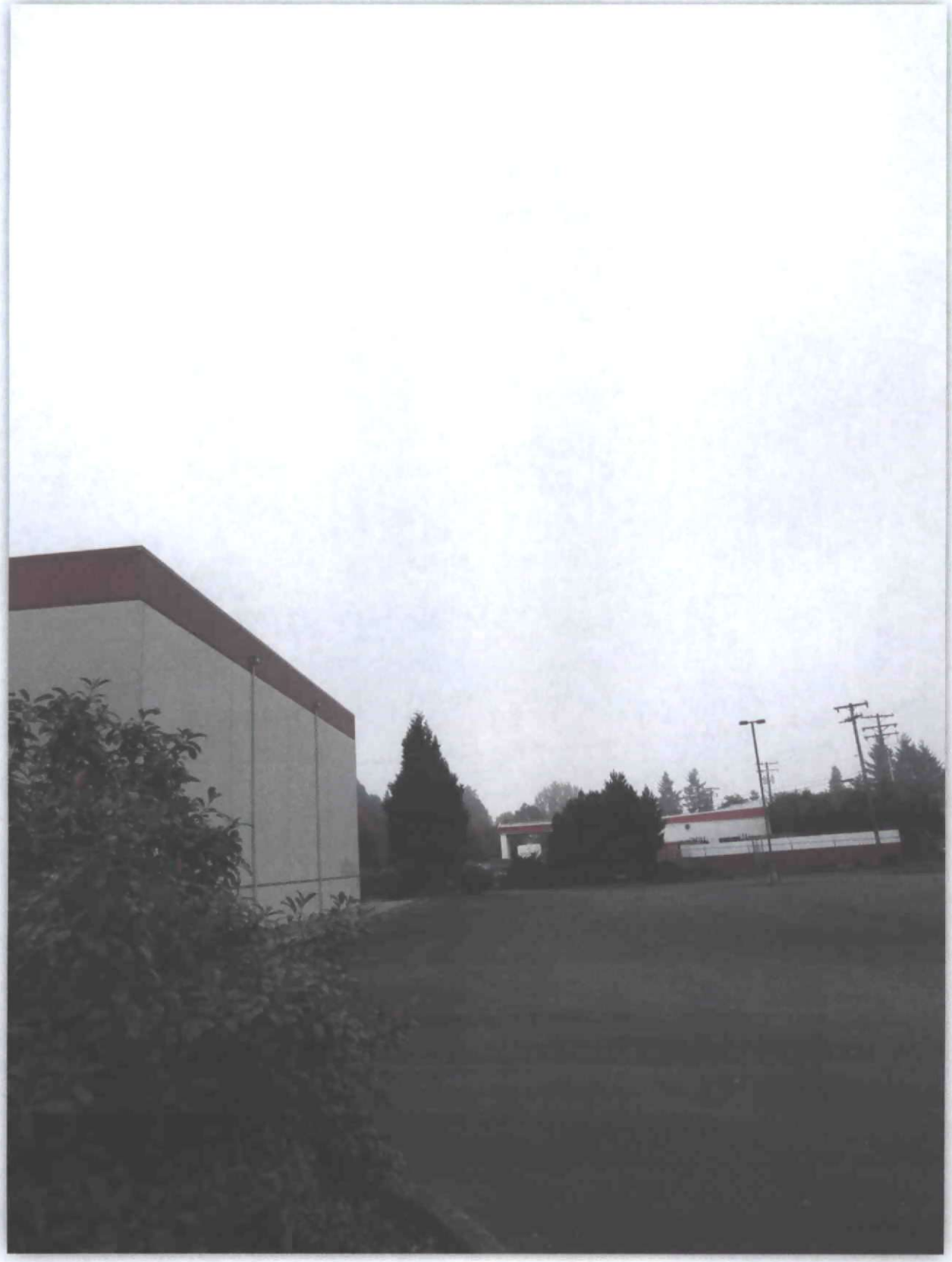
EG34 GATEWAY MALL EAST
PICTURE LOCATION MAP

at&t

Date Received:

JAN 30 2014

Original Submittal

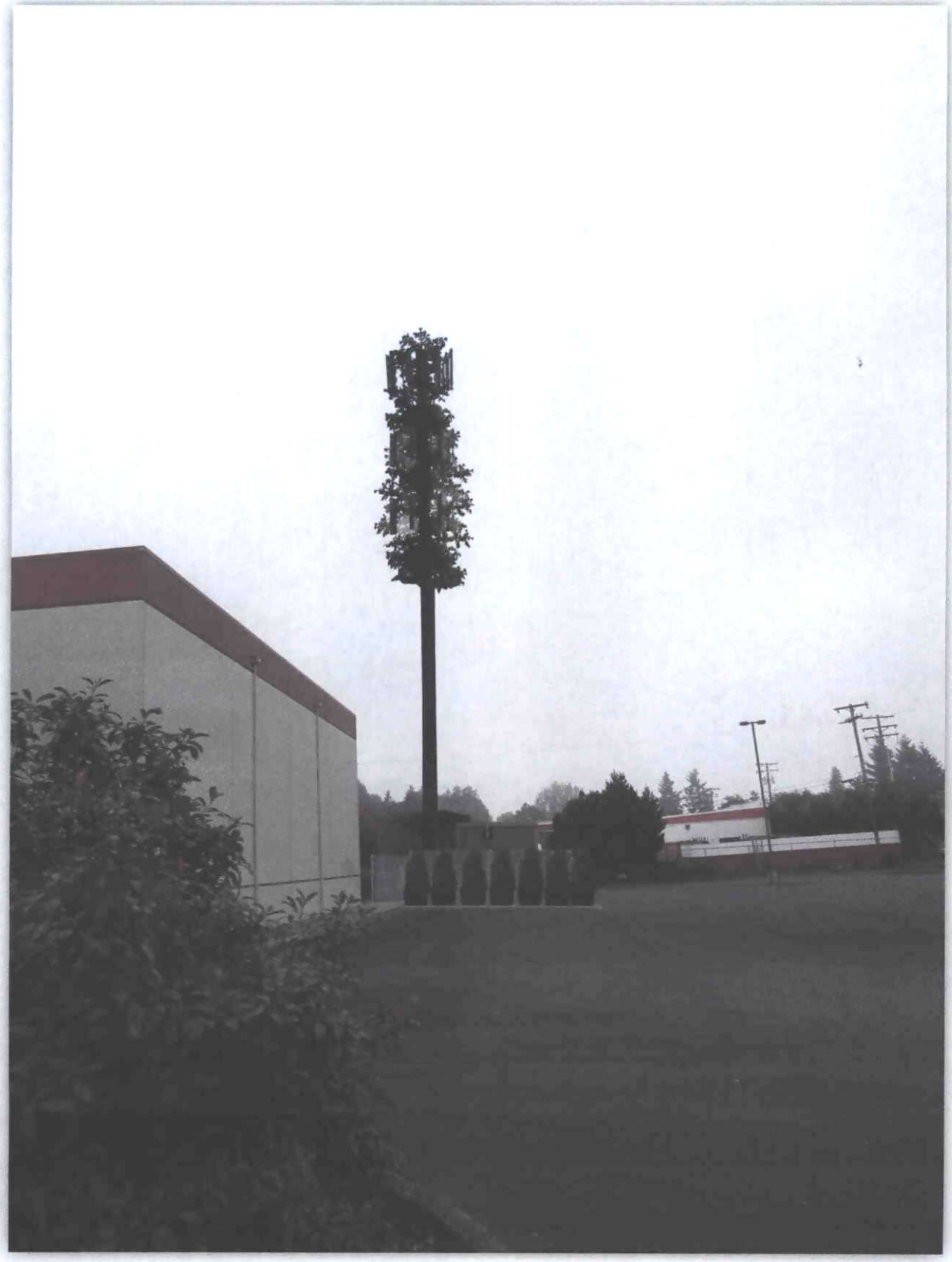


CORNERSTONE ENGINEERING, INC.

EG34 GATEWAY MALL EAST
EXISTING NORTH ELEVATION

Date Received:
at&t
JAN 3 0 2014

Original Submittal



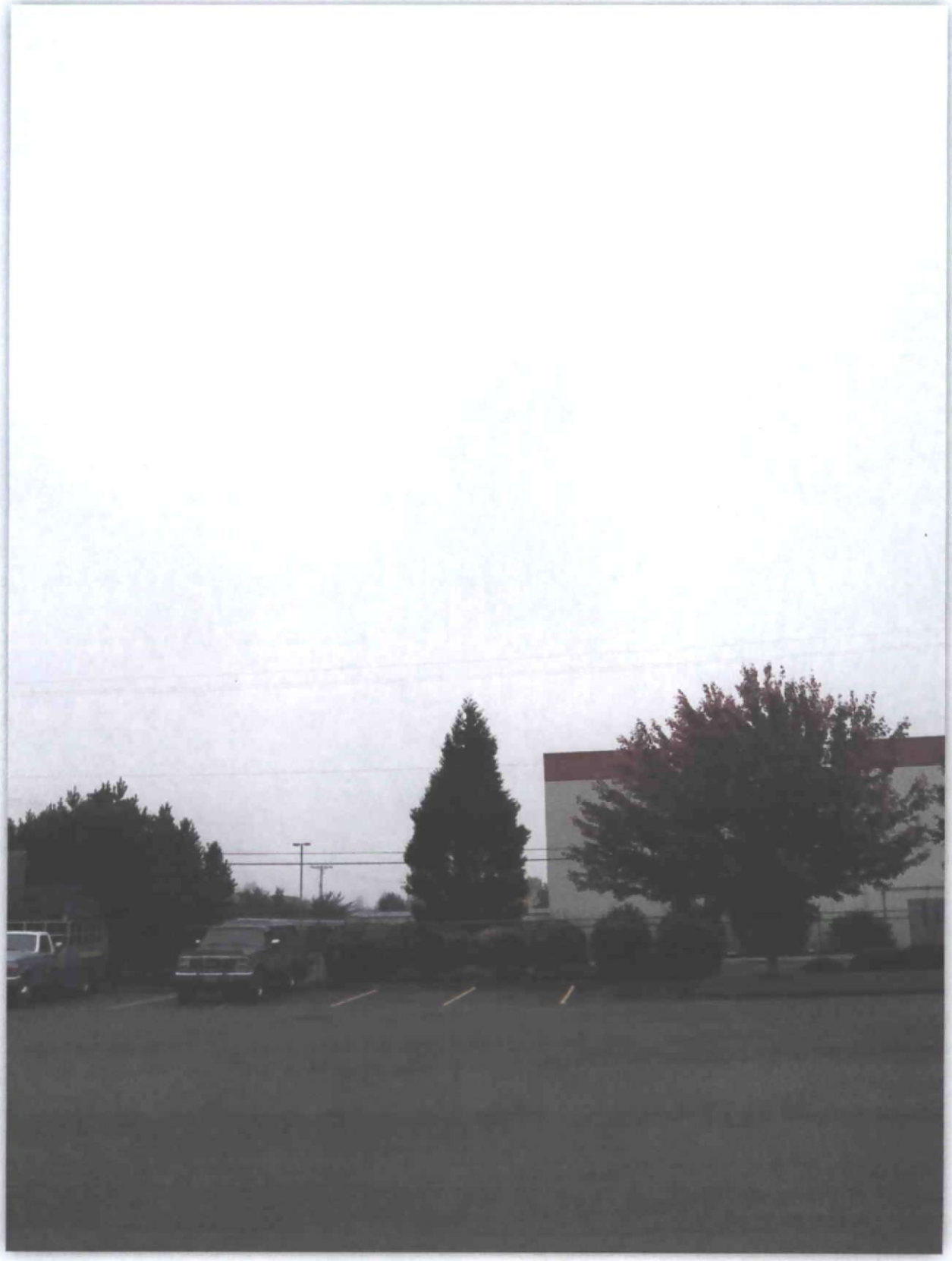
CORNERSTONE ENGINEERING, INC.

EG34 GATEWAY MALL EAST
PROPOSED NORTH ELEVATION

at&t

Date Received:
JAN 3 0 2014

Original Submittal



CORNERSTONE ENGINEERING, INC.

EG34 GATEWAY MALL EAST
EXISTING SOUTH ELEVATION

at&t Received:
JAN 30 2014
Original Submittal

CORNERSTONE ENGINEERING, INC.

EG34 GATEWAY MALL EAST
PROPOSED SOUTH ELEVATION

at&t

Date Received:
JAN 3 0 2014

Original Submittal

CORNERSTONE ENGINEERING, INC.

EG34 GATEWAY MALL EAST
EXISTING EAST ELEVATION

at&t

Date Received:

JAN 3 0 2014

Original Submittal

CORNERSTONE ENGINEERING, INC.

EG34 GATEWAY MALL EAST
PROPOSED EAST ELEVATION

at&t

Date Received:

JAN 3 0 2014

Original Submittal

CORNERSTONE ENGINEERING, INC.

EG34 GATEWAY MALL EAST
EXISTING WEST ELEVATION

Date Received:
at&t
JAN 30 2014

Original Submittal B

CORNERSTONE ENGINEERING, INC.

EG34 GATEWAY MALL EAST
PROPOSED WEST ELEVATION

at&t

Date Received:
JAN 3 0 2014

Original Submittal

Exhibit #10-Generator and HVAC Specifications Sheets

Date Received:

JAN 3 0 2014

Original Submittal

Generator Containment Address

Please see attached generator specification and model number. Regarding fuel tank and secondary containment of stored fuel, the generator and shelter that will house the generator provide two levels of fuel containment.

The Kohler diesel generator to be utilized maintains a double wall belly tank per national standards for all manufactures. In addition, this unit will include a leak alarm.

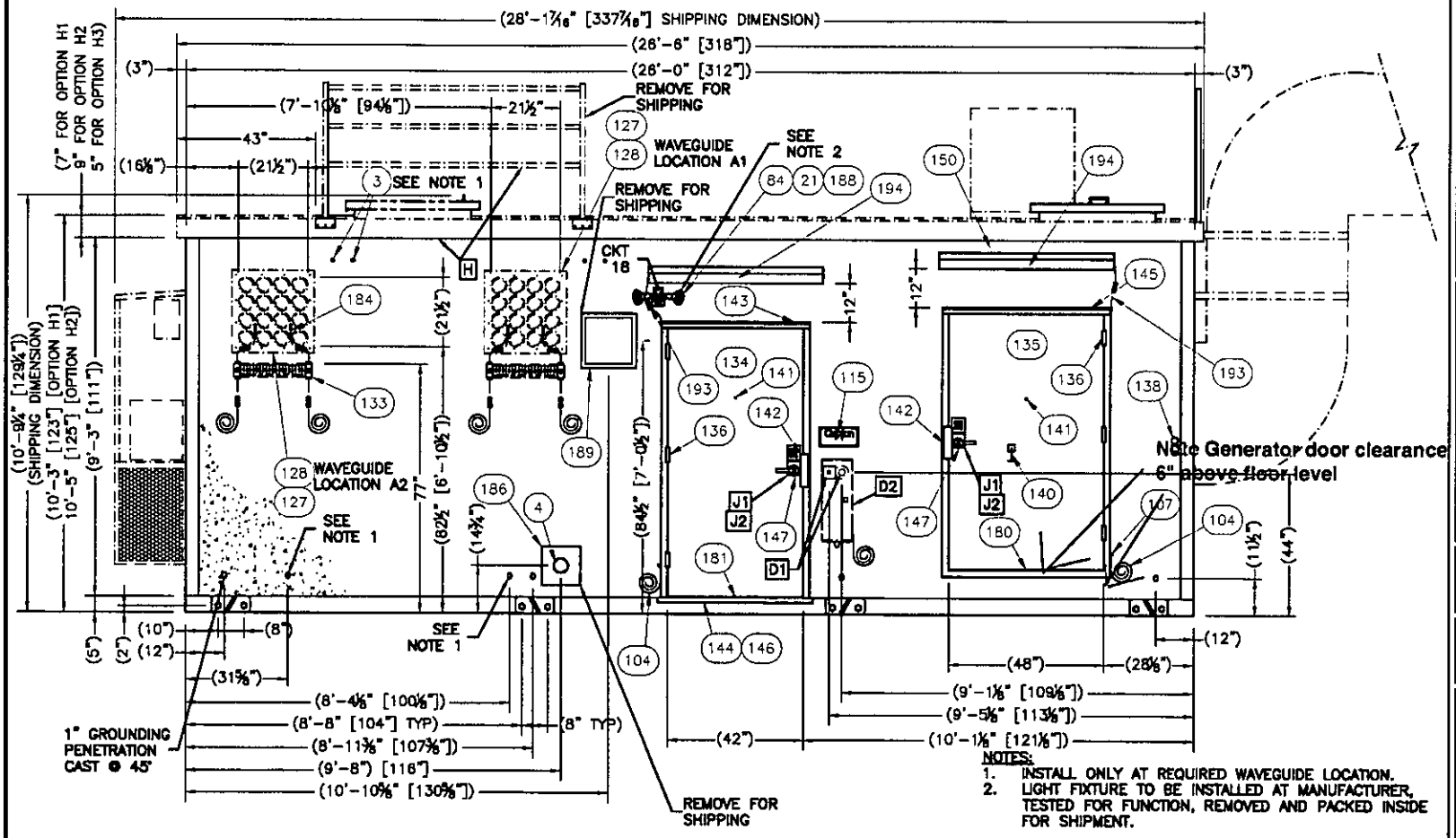
Please note attached equipment shelter specification pages attached. The door to the generator room is 6" above the door to the equipment room. The floor within the generator room is seamless and designed to act as a secondary containment area surrounding unforeseen oil/fuel leaks.

Date Received:

JAN 3 0 2014

Original Submittal

SUB-PARTS LIST			
ITEM	P/N	DESCRIPTION	CUT
104	400000	WIRE, #8 SOLID COPPER, BARE, TINNED	192"



NOTES:
1. INSTALL ONLY AT REQUIRED WAVEGUIDE LOCATION.
2. LIGHT FIXTURE TO BE INSTALLED AT MANUFACTURER, TESTED FOR FUNCTION, REMOVED AND PACKED INSIDE FOR SHIPMENT.

EXTERIOR ELEVATION "A"

REV.	BY	DATE	DESCRIPTION	APP. BY	DATE
F	CNM	9/15/10	UPDATED LOCKDET, REMOVED FULL HANDLES, REVISED NOTES	DAB	09/16/10
E	JWR	5/13/10	ADDED GROUND STRAPS/ADJUSTED WALL HEIGHT	WR	6/13/10
C	CNW	08/14/09	MOVED MCNIN TO "A" WALL, CHANGED GROUND BARS	LJL	08/14/09
B	DJC	07/31/09	CHANGED DEAD BOLT, ADDED NOTES 1 & 2, ADDED SHIP. DIM	BDB	07/31/09
A	CNW	06/05/09	ADDED NEW WAVEGUIDE OPTION & FAN, MOVED PENETRATIONS	BDB	06/05/09

Date Received: JAN 10 2014

Original Submittal

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CellXion
A Division of Sabre Industries, Inc.
5031 Hazel Jones Road
Bossier City, Louisiana 71111
voice: (318) 213-2900
fax: (318) 213-2919
www.cellxion.com

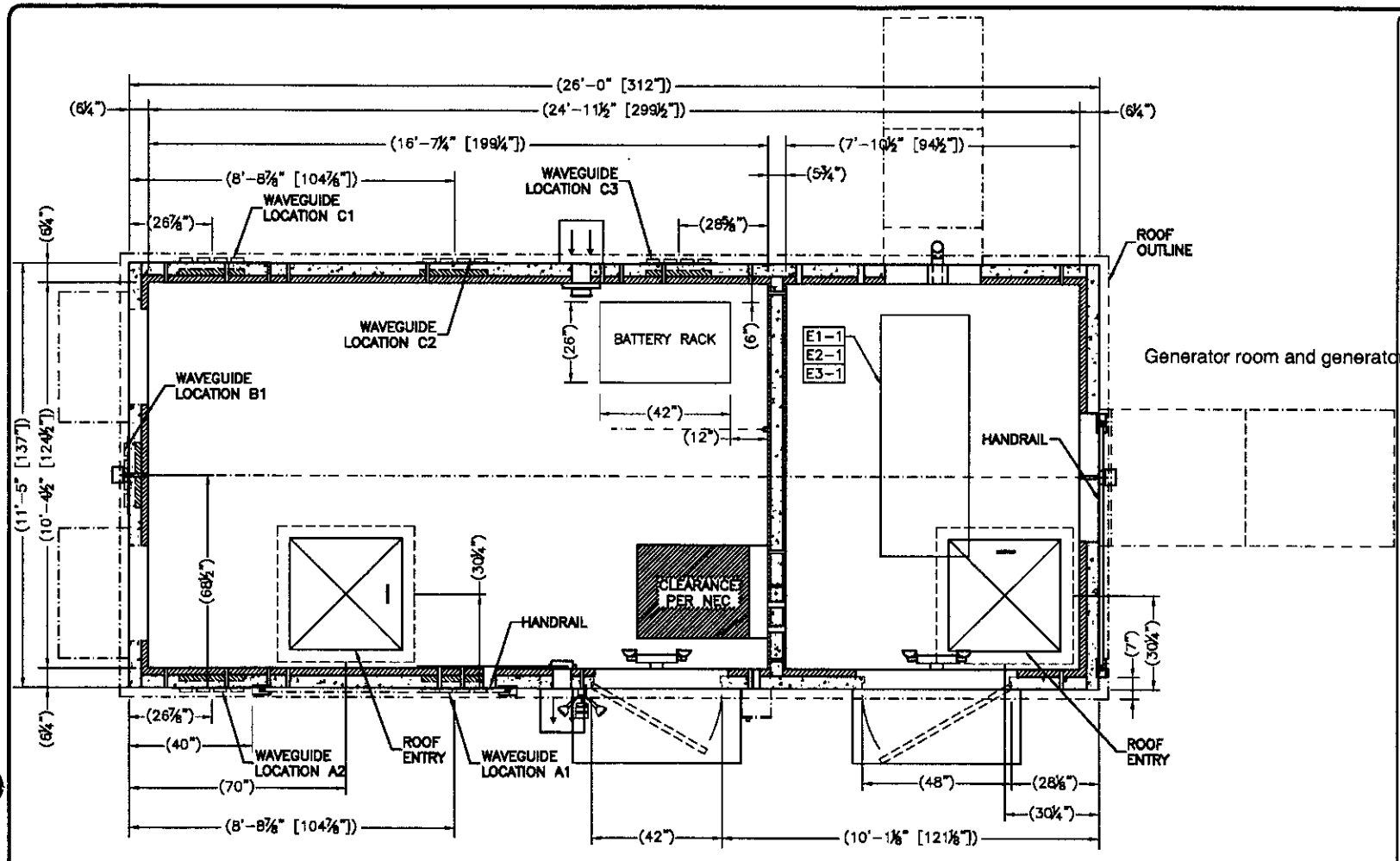
CUSTOMER: AT&T WIRELESS SERVICES

PROJECT: 11'-5" X 26'-0" CONCRETE SHELTER EXTERIOR ELEVATION "A"

FILENAME: AT/SHTTER	
SCALE: 3/8"=1'-0"	TOLERANCE:
DRWN. BY: J. REEVES	DATE: 3/16/09
CHK. BY: D. BROYLES	DATE: 3/16/09
ENG. BY:	DATE:
APP. BY: J. ENGI	DATE: 3/16/09
SHEET NO. 1-0	
DRAWING NO.: SA1735	H

Date Received: JAN 30 2014

Original Submittal



Generator room and generator roof

FLOOR PLAN

EXTERIOR AREA:
296.83 SQ. FT.

EQUIPMENT ROOM AREA:
172.26 SQ. FT.

GENERATOR ROOM AREA:
81.70 SQ. FT.

REV.	BY	DATE	DESCRIPTION	APP. BY	DATE
H	GLG	1/12/11	ADDED GENERATOR OPTIONS	LJL	1/13/11
B	DJC	07/31/09	ADDED BATTERY RACK LOCATION	BDB	07/31/09
A	CWW	06/05/09	ADDED FANS, OPT. WAVEGUIDE, CHANGED ROOF TO 3" OVERHANG	BDB	06/05/09

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CUSTOMER: AT&T WIRELESS SERVICES

PROJECT: 11'-5" X 26'-0" CONCRETE SHELTER FLOOR PLAN

FILENAME: AT/SAT155
SCALE: 3/8"=1'-0"
TOLERANCE:
DRWN. BY: J. REEVES DATE: 3/16/09
CHK. BY: D. BROWER DATE: 3/16/09
ENG. BY: DATE:
APP. BY: J. ENGI DATE: 3/16/09
SHEET NO. 2-0
DRAWING NO.: SAT155 H

Model: 50REOZJD

KOHLER POWER SYSTEMS

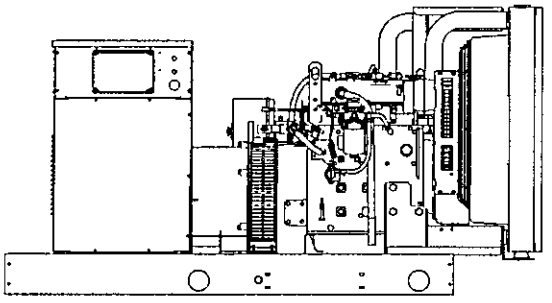
208-600 V **Diesel**

ISO 9001 KOHLER POWER SYSTEMS NATIONALLY REGISTERED

Tier 3 EPA-Certified for Stationary Emergency Applications

Ratings Range

		60 Hz
Standby:	**kW**	44-51
	kVA	44-64
Prime:	**kW**	41-47
	kVA	41-59



Generator Set Ratings

				130°C Rise Standby Rating		105°C Rise Prime Rating	
Alternator	**Voltage**	**Ph**	**Hz**	**kW/kVA**	**Amps**	**kW/kVA**	**Amps**
4P7BX	120/208	3	60	50/63	173	45/56	156
	127/220	3	60	50/63	164	45/56	148
	120/240	3	60	50/63	150	45/56	135
	120/240	1	60	44/44	183	41/41	171
	139/240	3	60	50/63	150	45/56	135
	220/380	3	60	49/61	93	44/55	83
	277/480	3	60	50/63	75	45/56	68
	347/600	3	60	50/63	60	45/56	54
4P8X	120/208	3	60	50/63	173	46/58	160
	127/220	3	60	50/63	164	46/58	151
	120/240	3	60	50/63	150	46/58	138
	120/240	1	60	46/46	192	43/43	179
	139/240	3	60	50/63	150	46/58	138
	220/380	3	60	50/63	95	46/58	87
	277/480	3	60	50/63	75	46/58	69
	347/600	3	60	50/63	60	46/58	55
4P10X	120/208	3	60	51/64	177	47/59	163
	127/220	3	60	51/64	167	47/59	154
	120/240	3	60	51/64	153	47/59	141
	120/240	1	60	49/49	204	45/45	188
	139/240	3	60	51/64	153	47/59	141
	220/380	3	60	51/64	97	47/59	89
	277/480	3	60	51/64	77	47/59	71
	347/600	3	60	51/64	61	47/59	57
4Q8X	120/240	1	60	50/50	208	45/45	188
4Q10X	120/240	1	60	50/50	208	46/46	192

RATINGS All three-phase units are rated at 0.8 power factor. All single-phase units are rated at 1.0 power factor *Standby Ratings* The standby rating is applicable to varying loads for the duration of a power outage There is no overload capability for this rating *Prime Power Ratings* At varying load, the number of generator set operating hours is unlimited. A 10% overload capacity is available for one hour in twelve Ratings are in accordance with ISO-8528-1 and ISO-3046-1 For limited running time and continuous ratings, consult the factory Obtain technical information bulletin (TIB-101) for ratings guidelines, complete ratings definitions, and site condition derates The generator set manufacturer reserves the right to change the design or specifications without notice and without any obligation or liability whatsoever

G5-359 (50REOZJD) 6/12c

Standard Features

- Kohler Co. provides one-source responsibility for the generating system and accessories.
- The generator set and its components are prototype-tested, factory-built, and production-tested.
- The 60 Hz generator set offers a UL 2200 listing.
- The generator set accepts rated load in one step
- The 60 Hz generator set meets NFPA 110, Level 1, when equipped with the necessary accessories and installed per NFPA standards.
- A one-year limited warranty covers all systems and components. Two- and five-year extended warranties are also available.
- Alternator features:
  - The unique Fast-Response™ X excitation system delivers excellent voltage response and short-circuit capability using a rare-earth, permanent magnet (PM)-excited alternator.
  - The brushless, rotating-field alternator has broadrange reconnectability.
- Other features:
  - Kohler designed controllers for guaranteed system integration and remote communication. See Controllers on page 3.
  - The low coolant level shutdown prevents overheating (standard on radiator models only).
  - Integral vibration isolation eliminates the need for under-unit vibration spring isolators.

Date Received:

JAN 3 0 2014

Original Submittal

Alternator Specifications

Specifications	Alternator
Manufacturer	Kohler
Type	4-Pole, Rotating-Field
Exciter type	Brushless, Rare-Earth Permanent-Magnet
Leads: quantity, type	12, Reconnectable 4, 110-120/220-240
Voltage regulator	Solid State, Volts/Hz
Insulation:	NEMA MG1
Material	Class H
Temperature rise	130°C, Standby
Bearing: quantity, type	1, Sealed
Coupling	Flexible Disc
Amortisseur windings	Full
Voltage regulation, no-load to full-load	Controller Dependent
One-step load acceptance	100% of Rating
Unbalanced load capability	100% of Rated Standby Current
Peak motor starting kVA.	(35% dip for voltages below)
480 V 4P7BX (12 lead)	180
480 V 4P8X (12 lead)	261
480 V 4P10X (12 lead)	275
240 V 4Q8X (4 lead)	121
240 V 4Q10X (4 lead)	144

- NEMA MG1, IEEE, and ANSI standards compliance for temperature rise and motor starting.
- Sustained short-circuit current of up to 300% of the rated current for up to 10 seconds.
- Sustained short-circuit current enabling downstream circuit breakers to trip without collapsing the alternator field.
- Self-ventilated and dripproof construction.
- Vacuum-impregnated windings with fungus-resistant epoxy varnish for dependability and long life.
- Superior voltage waveform from a two-thirds pitch stator and skewed rotor.
- Fast-Response™ II brushless alternator with brushless exciter for excellent load response.

Application Data

Engine

Engine Specifications	
Manufacturer	John Deere
Engine model	4024HF285B
Engine type	4-Cycle, Turbocharged
Cylinder arrangement	4 Inline
Displacement, L (cu. in.)	2.4 (149)
Bore and stroke, mm (in)	86 x 105 (3.39 x 4.13)
Compression ratio	18.2:1
Piston speed, m/min. (ft./min.)	375 (1230)
Main bearings: quantity, type	5, Replaceable Insert
Rated rpm	1800
Max. power at rated rpm, kWm (BHP)	60 (80)
Cylinder head material	Cast Iron
Crankshaft material	Ductile Iron
Valve material:	
Intake	Chromium-Silicon Steel
Exhaust	Stainless Steel
Governor: type, make/model	JDEC Electronic, Level 18, EUP
Frequency regulation, no-load to full-load	Isochronous
Frequency regulation, steady state	±0 25%
Frequency	Fixed
Air cleaner type, all models	Dry

Exhaust

Exhaust System	
Exhaust manifold type	Dry
Exhaust flow at rated kW, m^3/min. (cfm)	12 0 (423)
Exhaust temperature at rated kW, dry exhaust, °C (°F)	574 (1066)
Maximum allowable back pressure, kPa (in. Hg)	7.5 (2.2)
Exhaust outlet size at engine hookup, mm (in.)	63 5 (2.5)

Engine Electrical

Engine Electrical System	
Battery charging alternator:	
Ground (negative/positive)	Negative
Volts (DC)	12
Ampere rating	70
Starter motor rated voltage (DC)	12
Battery, recommended cold cranking amps (CCA):	
Quantity, CCA rating	One, 640
Battery voltage (DC)	12

Fuel

Fuel System	
Fuel supply line, min. ID, mm (in.)	11.0 (0.44)
Fuel return line, min. ID, mm (in.)	6.0 (0.25)
Max. lift, engine-driven fuel pump, m (ft.)	3.0 (10.0)
Max. fuel flow, Lph (gph)	82 (21.7)
Max return line restriction, kPa (in. Hg)	35 (10.3)
Fuel prime pump	Manual
Fuel filter	
Secondary	5 Microns @ 98% Efficiency
Water Separator	Yes
Recommended fuel	#2 Diesel

Lubrication

Lubricating System	
Type	Full Pressure
Oil pan capacity, L (qt.)	7.3 (7.7)
Oil pan capacity with filter, L (qt)	8.2 (8.7)
Oil filter: quantity, type	1, Cartridge
Oil cooler	Water-Cooled

G5-359 (50REOZJD) 6/12c

Date Received:
JAN 3 0 2014
Original Submittal

Application Data

Cooling

Radiator System	
Ambient temperature, °C (°F)*	50 (122)
Engine jacket water capacity, L (gal.)	2.6 (0.7)
Radiator system capacity, including engine, L (gal.)	10.6 (2.8)
Engine jacket water flow, Lpm (gpm)	98 (26)
Heat rejected to cooling water at rated kW, dry exhaust, kW (Btu/min.)	35.7 (2030)
Heat rejected to air charge cooler at rated kW, dry exhaust, kW (Btu/min)	10.9 (621)
Water pump type	Centrifugal
Fan diameter, including blades, mm (in.)	597 (23.5)
Fan, kWm (HP)	1.2 (1.6)
Max. restriction of cooling air, intake and discharge side of radiator, kPa (in. H_2O)	0 125 (0 5)

* Enclosure reduces ambient temperature capability by 5°C (9°F).

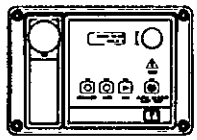
Operation Requirements

Air Requirements	
Radiator-cooled cooling air, m^3/min. (scfm)‡	96 (3400)
Combustion air, m^3/min. (cfm)	4.3 (152)
Heat rejected to ambient air:	
Engine, kW (Btu/min.)	14.0 (747)
Alternator, kW (Btu/min.)	7 6 (435)

‡ Air density = 1.20 kg/m^3 (0.075 lbm/ft^3)

Fuel Consumption		
Diesel, Lph (gph) at % load	**Standby Rating**	
100%	16.2	(4 3)
75%	12.1	(3.2)
50%	8 5	(2.2)
25%	5.0	(1.3)
Diesel, Lph (gph) at % load	**Prime Rating**	
100%	13 7	(3.6)
75%	10.8	(2 9)
50%	7.6	(2 0)
25%	4.5	(1.2)

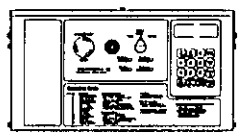
Controllers



Decision-Maker® 3000 Controller
Provides advanced control, system monitoring, and system diagnostics for optimum performance and compatibility.

- Digital display and menu control provide easy local data access
- Measurements are selectable in metric or English units
- Remote communication thru a PC via network or serial configuration
- Controller supports Modbus® protocol
- Integrated hybrid voltage regulator with ±0.5% regulation
- Built-in alternator thermal overload protection
- NFPA 110 Level 1 capability

Refer to G6-100 for additional controller features and accessories



Decision-Maker® 550 Controller
Provides advanced control, system monitoring, and system diagnostics with remote monitoring capabilities.

- Digital display and keypad provide easy local data access
- Measurements are selectable in metric or English units
- Remote communication thru a PC via network or modem configuration
- Controller supports Modbus® protocol
- Integrated voltage regulator with ±0.25% regulation
- Built-in alternator thermal overload protection
- NFPA 110 Level 1 capability

Refer to G6-46 for additional controller features and accessories.

Date Received:

JAN 3 0 2014

Original Submittal

KOHLER CO., Kohler, Wisconsin 53044 USA
Phone 920-457-4441, Fax 920-459-1646
For the nearest sales and service outlet in the
US and Canada, phone 1-800-544-2444
KohlerPower.com

Kohler Power Systems
Asia Pacific Headquarters
7 Jurong Pier Road
Singapore 619159
Phone (65) 6264-6422, Fax (65) 6264-6455

Standard Features

- Alternator Protection
- Battery Rack and Cables
- Oil Drain and Coolant Drain w/Hose Barb
- Oil Drain Extension (with narrow skid and enclosure models only)
- Operation and Installation Literature
- Radiator Drain Extension (with enclosure only)

Available Options

Approvals and Listings

- ☐ CSA Approval
- ☐ IBC Seismic Certification
- ☐ UL2200 Listing

Enclosed Unit

- ☐ Sound Enclosure (with enclosed critical silencer)
- ☐ Weather Enclosure (with enclosed critical silencer)

Open Unit

- ☐ Exhaust Silencer, Critical (kit: PA-324470)
- ☐ Flexible Exhaust Connector, Stainless Steel

Fuel System

- ☐ Flexible Fuel Lines
- ☐ Fuel Pressure Gauge
- ☐ Subbase Fuel Tanks

Controller

- ☐ Common Failure Relay
- ☐ Communication Products and PC Software (550 controller only)
- ☐ Customer Connection (550 controller only)
- ☐ Dry Contact (isolated alarm) (550 controller only)
- ☐ Input/Output Module (3000 controller only)
- ☐ Remote Annunciator Panel
- ☐ Remote Emergency Stop
- ☐ Run Relay

Cooling System

- ☐ Block Heater, 1500 W, 110-120 V
  [recommended for ambient temperatures below 0°C (32°F)]
- ☐ Radiator Duct Flange

Electrical System

- ☐ Alternator Strip Heater
- ☐ Battery
- ☐ Battery Charger, Equalize/Float Type
- ☐ Battery Heater
- ☐ Line Circuit Breaker (NEMA type 1 enclosure)
- ☐ Line Circuit Breaker with Shunt Trip (NEMA type 1 enclosure)

Paralleling System

- ☐ Reactive Droop Compensator
- ☐ Remote Speed Adjust Control/Electronic Governor
- ☐ Voltage Adjust Control
- ☐ Voltage Regulator Relocation (550 controller only)

Miscellaneous

- ☐ Air Cleaner, Heavy Duty
- ☐ Air Cleaner Restriction Indicator
- ☐ Closed Crankcase Vent
- ☐ Engine Fluids (oil and coolant) Added
- ☐ Rated Power Factor Testing
- ☐ Rodent Guards

Literature

- ☐ General Maintenance
- ☐ NFPA 110
- ☐ Overhaul
- ☐ Production

Warranty

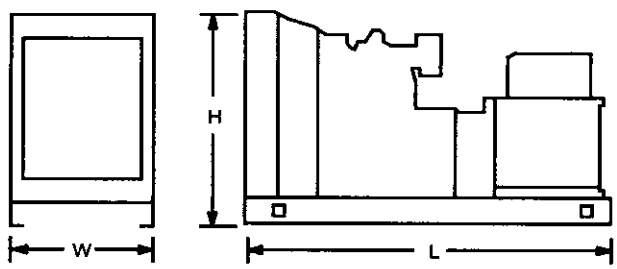
- ☐ 2-Year Basic
- ☐ 5-Year Basic
- ☐ 5-Year Comprehensive

Other Options

- ☐ _____
- ☐ _____
- ☐ _____
- ☐ _____
- ☐ _____

Dimensions and Weights

Overall Size, L x W x H, mm (in.):
Wide Skid. 2300 x 1041 x 1133 (90.55 x 40.98 x 44.61)
Narrow Skid 1998 x 780 x 1067 (78.66 x 30.71 x 42.01)
Weight (radiator model), wet, kg (lb.): 721 (1586)



NOTE: This drawing is provided for reference only and should not be used for planning installation. Contact your local distributor for more detailed information.

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G5-359 (50REOZJD) 6/12c

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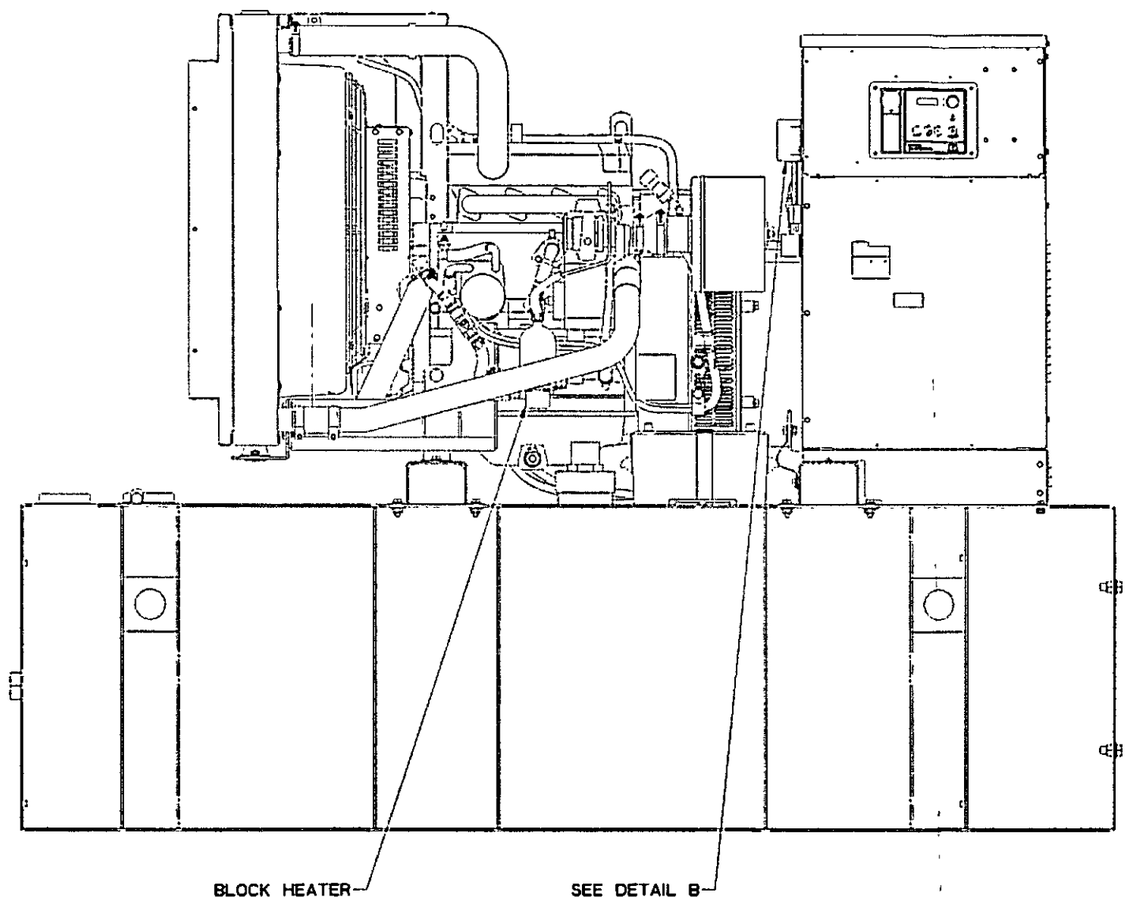
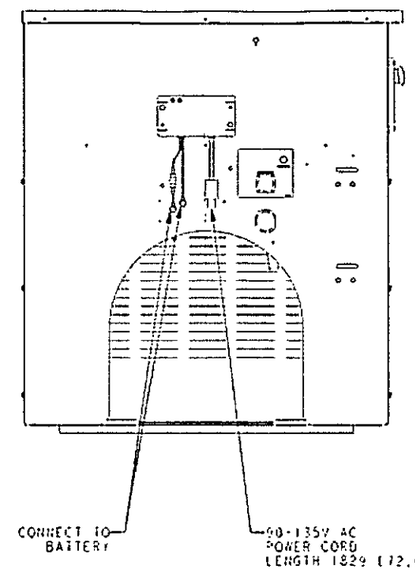


BLOCK HEATER
120 AND 240 VOLT



DETAIL B
BATTERY CHARGER

NOTE:
DIMENSIONS IN [ ] ARE ENGLISH EQUIVALENTS

50 MODEL, 60HZ,
4P8X, 408X, 4010
JOHN DEERE TIER III VERIZON
210 GAL. TANK

REV	DATE	(%) COMPOSITE (MSS SEE PART NO) FOR REVISION LEVEL	BY
-	2-23-12	NEW DRAWING (C10F822)	SJB
A	4-9-12	SEE SHEET 1 (C10F844)	SJB

UNLESS OTHERWISE SPECIFIED DIMENSIONS ARE IN MILLIMETERS AND ARE IN INCHES

SURFACE FINISH

APPROVALS		DATE
DRAWN	KJB	2-23-12
CHECKED	AJB	2-23-12
ENGINEER	AJB	2-23-12

KOHLER CO. [METRIC] PRO-E

POWER SYSTEMS, KOHLER WI 53044 U.S.A.

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TITLE: DIMENSION PRINT, 50REOZJC/D, 210 GAL.

SCALE: 0.20 | SHEET 1 OF 1

ADV-8482

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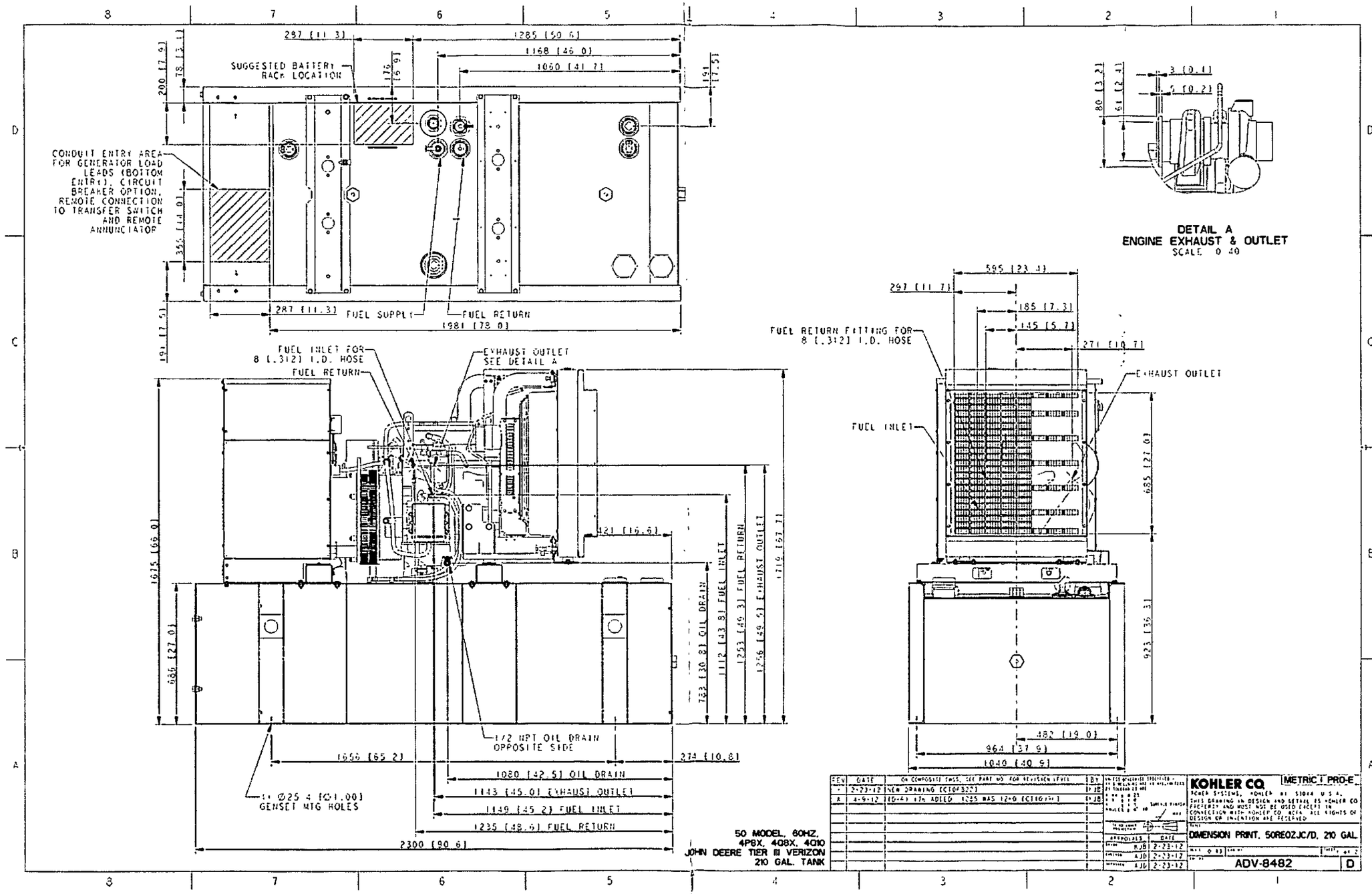
September 05, 2012 - PRODUCTION RELEASED - UNCONTROLLED WHEN PRINTED



Date Received:
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September 05, 2012 - PRODUCTION RELEASED - UNCONTROLLED WHEN PRINTED

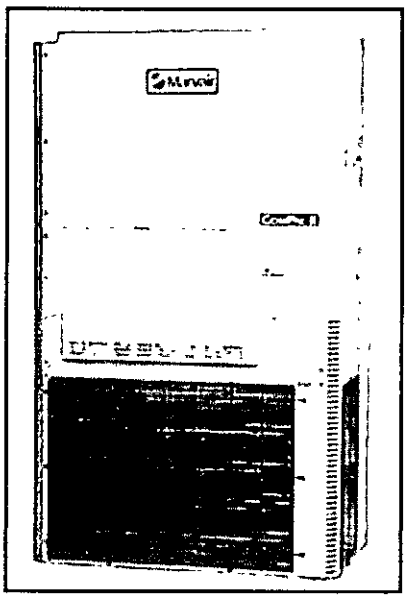
ComPac® I & ComPac® II 2 to 6 Ton Vertical Wall Mount Air Conditioners

Marvair® AIRXCEL®, Inc.
ISO 9001 2000 REGISTERED COMPANY

R-410A Refrigerant

Models AVPA24-30-36-42-48-60-72 and Models AVPSA36-42-48-60

General Description



AVPA36ACA-100C

The Marvair® ComPac® I and ComPac® II air conditioners are used primarily to cool electronic and communication equipment shelters. Due to the high internal heat load, these shelters require cooling even when outside temperatures drop below 60°F (15°C). The ComPac I and ComPac II air conditioners have the necessary controls and components for operation during these (less than 60°F [15°C]) temperatures. All models use the non-ozone depleting R-410A refrigerant. All models use the non-ozone depleting R-410A refrigerant.

The primary difference between the two models is that the ComPac® II air conditioner has a factory installed economizer. When cool and dry, the economizer uses outside air to cool the shelter. The economizer provides temperature control, energy cost savings, and increased reliability by decreasing the operating hours of the compressor and the condenser fan. The ComPac I and ComPac II air conditioners are problem solvers for a wide range of conditions and applications. To insure proper operation and optimum performance, all economizers are non-removable, factory installed and tested. In addition, factory and field installed accessories can be used to meet specific requirements.

Models AVPSA36-42-48-60 have a 2-stage compressor with first stage cooling approximately 65% of the total cooling capacity. The 2-stage compressor provides lower start-up amps which can be critical when operating with a generator. The two stage compressor can also reduce energy costs and is able to more precisely match the cooling capacity of the air conditioner with the heat load in the shelter. Both ComPac I and ComPac II units are available with 2 stage compressors. See page 3 for a description of the operation of the 2-stage units when they are used with the CommStat 3 SC™ thermostat/ controller in a lead/lag installation.

Safety Listed and Energy Certified

All ComPac air conditioners are built to UL standard 1995, 2nd edition and CAN/CSA C22, No. 236-5, 2nd edition. For energy efficiency and performance, the units are tested and rated in accordance to the ANSI/ARI (Air-Conditioning and Refrigeration Institute) Standard 390- 2003 (Single Package Vertical Units). All AVPA and HVPA units meet or exceed the efficiency requirements of ANSI/ASHRAE/IESNA 90.1.2007. The ComPac I and ComPac II air conditioners are commercial units and are not intended for use in residential applications.

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*ComPac® II air conditioner only

ComPac AVPA PD, 3/09
supersedes 2/09

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Standard Features

Designed for Operation in Low Ambient Conditions

- Low ambient control cycles condenser fan to maintain proper refrigerant pressures. Allows operation in mechanical cooling (compressor) down to 0ºF (-18ºC). Note: low temperature operation is affected by ambient conditions, e.g. wind and humidity.
- Three minute by-pass of the low pressure switch for start-up of compressor when outdoor temperatures are below 55°F (13°C).
- Factory built-in economizer.*

High Efficiency

- High efficiency compressor.
- Lanced fins and rifled tubing on many condenser & evaporator coils.

Built-in Reliability

- High pressure switch and low pressure switch with lockout protects refrigerant circuit.

*ComPac® II air conditioner only

- Three minute delay on make for short cycle protection.

Remote Alarm Capability

- Dry contacts can be used for remote alarm or notification upon air conditioner lockout.

Ease of Installation

- Sloped top with flashing eliminates need of rainhood.
- Built-in mounting flanges facilitate installation and minimize chance of water leaks.
- Supply and return openings exactly match previous models.
- Factory installed disconnect on all 208/230v units, optional 460V units.

Rugged Construction

- Copper tube, aluminum fin evaporator & condenser coils.
- Factory installed heaters on discharge side of evaporator coil (optional)
- Baked on neutral beige finish over galvanneal steel for maximum cabinet life. (Other finishes are available.)

Ease of Service

- Service access valves are standard.
- Standard 2" (50 mm) pleated filter changeable from outside.
- All major components are readily accessible.
- Front Control Panel allows easy access and complies with NEC clearance codes on redundant side-by-side systems.
- LEDs indicate operational status and fault conditions.

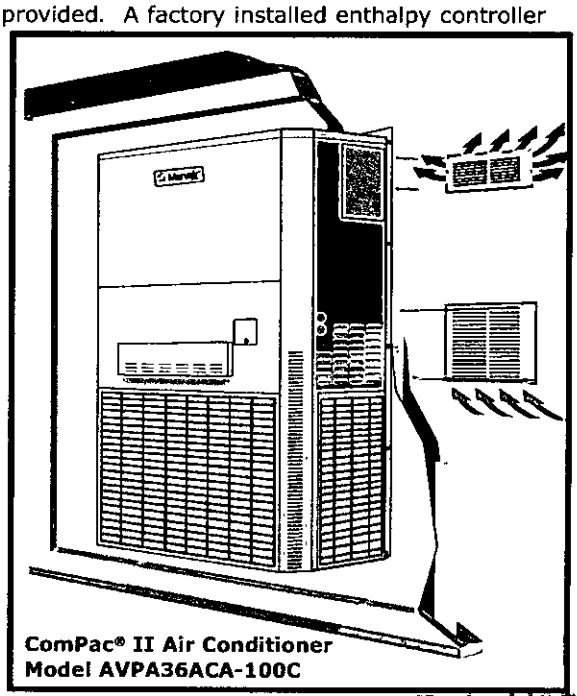
A Marvair® First – Factory Installed Economizer

Marvair's ComPac® II air conditioner has been the industry standard since its introduction in 1986. Tens of thousands of ComPac II air conditioners are in operation from the metropolitan areas of North America to the deserts of the Mid-East to the Siberian tundra. Here's how the economizer works:

On a signal from the wall mounted indoor thermostat that cooling is required, either mechanical cooling with the compressor or free cooling with the economizer is provided. A factory installed enthalpy controller determines whether the outside air is sufficiently cool and dry to be used for cooling. If suitable, the compressor is locked out and the economizer damper opens to bring in outside air. Integral pressure relief allows the interior air to exit the shelter, permitting outside air to enter the shelter. The temperature at which the economizer opens is adjustable from 53°F (12°C) at 50% Relative Humidity to 78°F (26°C) at 50% Relative Humidity.

After the enthalpy control has activated and outside air is being brought into the building, the mixed air sensor measures the temperature of the air entering the indoor blower and then modulates the economizer damper to mix the right proportion of cool outside air with warm indoor air to maintain 50-56°F (10 - 13°C) air being delivered to the building. This prevents shocking the electronic components with cold outside air. The compressor is not permitted to operate when the economizer is functioning.

If the outside air becomes too hot or humid, the economizer damper closes completely, or to a minimum open position with an optional minimum position potentiometer, and mechanical cooling is activated.



ComPac® II Air Conditioner
Model AVPA36ACA-100C

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Savings with an Economizer

The following table shows the annual electrical cost of cooling a 10 ft. x 20 ft. x 9 ft. (3m x 6m x 2.7m) shelter in nine cities in the US. Costs are shown for an air conditioner without an economizer (ComPac I units), for an air conditioner with an economizer (ComPac II units) and the savings. The savings do not include any demand charges. The savings are based on the electrical usage of a five ton air conditioner and an electric rate of $.10 per kilowatt-hour, the approximate average commercial rate in the US.

Hours of Operation	Atlanta, GA	Boston, MA	Chicago, IL	Dallas, TX	Denver, CO	Houston, TX
Annual Compressor & Condenser Motor Run Time without Economizer (Hrs.)	6,531	6,348	6,361	6,628	6,472	6,655
Annual Compressor & Condenser Motor Run Time with Economizer (Hrs.)	3,841	2,153	2,424	3,798	750	4,970
Run Time Savings with the Economimizer (Hrs.)	2,690	4,195	3,937	2,830	5,722	1,685
Annual Costs Saving ($) of 9.0 EER unit with an Economizer (ComPac II)						
Annual Operating Cost 9.0 EER Unit without Economizer ($)[1]	$4,100.00	$3,985.00	$4,792.00	$4,161.00	$3,657.00	$4,178.00
Annual Operating Cost 9.0 EER with Economizer[1]	$2,685.00	$1,784.00	$2,315.00	$2,671.00	$940.00	$3,291.00
Annual Savings using 9.0 EER Unit with Economizer	$1,415.00	$2,201.00	$2,477.00	$1,490.00	$2,717.00	$887.00

Hours of Operation	Los Angeles, CA	Miami, FL	Phoenix, AZ	Pittsburgh, PA	Seattle, WA	St. Louis, MO
Annual Compressor & Condenser Motor Run Time without Economizer (Hrs.)	6,467	6,779	6,765	6,386	6,465	6,472
Annual Compressor & Condenser Motor Run Time with Economizer (Hrs.)	3,862	6,391	3,106	1,929	1,654	2,716
Run Time Savings with the Economimizer (Hrs.)	2,605	388	3,659	4,457	4,811	3,756
Annual Costs Saving ($) of 10 SEER unit with an Economizer (ComPac II)						
Annual Operating Cost 10 SEER Unit without Economizer ($)[1]	$4,060.00	$4,255.00	$4,247.00	$4,009.00	$3,653.00	$4,063.00
Annual Operating Cost 10 SEER with Economizer[1]	$2,686.00	$4,051.00	$2,315.00	$1,667.00	$1,368.00	$2,090.00
Annual Savings using 10 SEER Unit with Economizer	$1,374.00	$204.00	$1,932.00	$2,342.00	$2,285.00	$1,973.00

Shelter Metrics:
- 10′ x 20′ x 9′ building
- Internal heat gain (electronics load): 12,000 watts.
- Building surface area (excluding floor area): 740 ft²
- R-Value of walls and ceiling: R-12
- Internal shelter temperature (Thermostat set point): 75°F

Air Conditioner Metrics:
- ComPac II Economizer setting: 57°F (wet bulb)
- A/C unit capacity: 60,000 BTUH (5 tons) with 1-stage compressor
- Nominal EER (unit efficiency): 9.0 (models AVPA) & 10.6 (models HVPA)
- Cost of power: $.10 per KWH

Operation of the 2-Stage Compressor Air Conditioners with a CommStat 3 SC™ Lead/Lag Thermostat Controller

Marvair offers selected models of air conditioners with 2-stage compressors. These units can provide substantial energy savings and better control of temperature and humidity by matching the cooling requirement with the performance of the air conditioner. First stage is typically 65% of the total (2-stage) capacity of the air conditioner. When operated from power supplied by a generator, starting the air conditioner in 1-stage means lower start-up amps.

When two, 2-stage air conditioners are controlled by a CommStat 3 SC lead/lag controller in a redundant application, one of the air conditioners is the lead unit and the second is the lag unit. On a call for cooling, the lead unit starts operation in the 1-stage (low capacity). If the temperature in the building continues to rise above the set point temperature, the 1-stage (low capacity) of the lag unit will be initiated. When the temperature in the building drops to the set point, the air conditioners will turn off. On a subsequent call for cooling the process will repeat.

If the set point temperature is not reached with 1-stage capacity operation of both air conditioners after approximately six minutes (this time period is field adjustable), the lead air conditioner will commence operation in 2-stage (full capacity). If the temperature in the building continues to rise past the setpoint, the lag unit will switch to 2-stage cooling approximately six minutes (field adjustable) after it began operation. At that time, both air conditioners are operating in maximum capacity.

When the temperature in the building is satisfied, both units will turn off.

If the units have economizers (ComPac II air conditioners), the enthalpy sensor determines whether to use outside air or use mechanical cooling. When the economizer is used, the compressors do not operate.

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Controllers and Thermostats

Controllers

CommStat3™ Lead/Lag Microprocessor Controller P/N S/04581

Solid state controller designed to operate a fully or partially redundant air conditioning system. Insures equal wear on both air conditioners while allowing the lag unit to assist upon demand. Lead/ lag changeover is factory set at 7 days, but is field programmable in 1/2 day increments from 1/2 to 7 days. The CommStat 3™ Controller has LED's to indicate status & function, digital display of temperature, a comfort override button for energy savings, five alarm relays, a built in temperature sensor and is fully programmable. See CommStat 3™ Controller Product Data Sheet for details on operation & installation.

LL357D3 Lead/Lag Controller P/N S/06671

Two stage heat and cool thermostat with solid state module for redundant operation. (See the LL357D3 Product Data Sheet for details.)

Thermostats & Thermostat Guards

Thermostat P/N 50123

Digital thermostat. 1 stage heat, 1 stage cool. 7 day programmable. Fan switch: Auto & On. Auto-change over. Keypad lockout. Non-volatile program memory.

Thermostat P/N 50107

Digital thermostat. 2 stage heat, 2 stage cool. 7 day programmable. Fan switch: Auto & On. Auto-change over. Status LED's. Backlit display. Programmable fan. Non-volatile program memory.

Thermostat Guard P/N 50092

Thermostat guard for use with the 50123 and 50107 thermostats.

Thermostat P/N 50186

Digital, non-programmable thermostat. 1 stage cool and 1 stage heat. Auto-changeover.

WebStat P/N S/06696

Internet enable thermostat/controller. Provides real time system status from a web page or a password protected OPC enabled computer running MS Excel®. The WebStat allows remote users to view or change set points. See the WebStat Product Data Sheet.

Accessories

Supply Grilles

For AVPA24	
20" x 8" (508 mm x 203 mm)	P/N 80674
For AVPA30,36	
28" x 8" (711 mm x 203 mm)	P/N 80675
For AVPA42,48,60,72	
30" x 10" (762 mm x 254 mm)	P/N 80676

Return Grilles

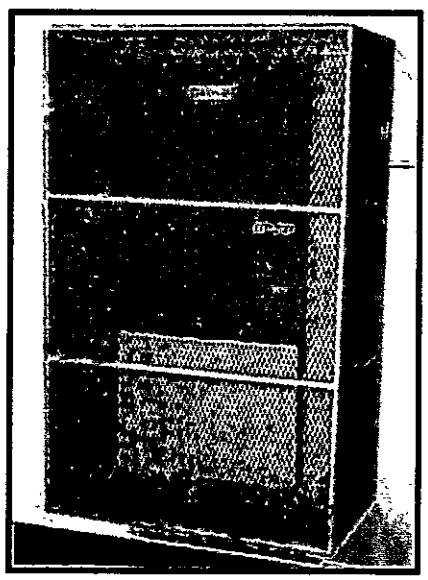
For AVPA24	
20" x 12" (508 mm x 305 mm)	P/N 80677
For AVPA30,36	
28" x 14" (711 mm x 356 mm)	P/N 80678
For AVPA42,48,60,72	
30" x 16" (762 mm x 406 mm)	P/N 80679

Return Filter Grilles

Used when filter must be changed from the interior. Not recommended for ComPac® II air conditioner. Note: Filter used in Return Filter Grille is 1" (25 mm) thick.

For AVPA24	
20" x 12" (508 mm x 305 mm)	P/N 80671
For AVPA30,36	
28" x 14" (711 mm x 356 mm)	P/N 80672
For AVPA42,48,60,72	
30" x 16" (762 mm x 406 mm)	P/N 80673

Security Cages. Deters theft of the air conditioner and components. Constructed of 1" by 11 gauge square tube and 3/4", # 9 expanded metal. Hinges and latch are made from steel plate. The complete cage is powder coated for longevity and to match the color of Marvair air conditioners. Field installed.



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Options

The ComPac® I and ComPac® II air conditioners were designed and are built to stringent requirements of the communications/electronic shelter. Applications occur that have special requirements. Numerous options are available for the ComPac I and ComPac II air conditioners that meet these special needs.

Hard Start Kit - Used on single phase equipment to give the compressor higher starting torque under low voltage conditions. (Field installed only) (Note: Not recommended for use on scroll compressors.)

Dehumidification – ComPac® I and ComPac® II A/C – Humidity controller overrides thermostat and allows electric heat to operate simultaneously with cooling. See Dehumidification Application Bulletin for details. Note: The electrical characteristics and requirements of air conditioners with the dehumidification option are different from standard air conditioners. Refer to the appropriate Summary Rating Charts for the electrical characteristics of units with Electric Reheat.

Coastal Environment Package – ComPac® I A/C only – Recommended for units to be installed near an ocean or on seacoast. Includes corrosion resistant fasteners, sealed or partially sealed condenser fan motor, protective coating applied to all exposed internal copper and metal in the in the condenser section and an impregnated polyurethane coating on the condenser coil. See Coastal Environmental Technical Bulletin for more details.

External Low Noise Blower (ELNB) – ComPac® I and ComPac® II A/C – A field installed kit that consists of a condenser air hood, a centrifugal blower, controls and a compressor jacket to reduce the sound level by up to 6 dbA of Marvair ComPac air conditioners. Available for models AVP30-60. See External Low Noise Blower Product Data Sheet for details.

ComPac® II Air Conditioner Transition Curb – ComPac II A/C only – A sheet metal curb that enables a 3-1/2, 4 or 5 ton ComPac II air conditioner to replace a 2-1/2 or 3 ton ComPac II unit. Curb transitions supply and return openings of the 3-1/2, 4 and 5 ton units to the smaller openings.

Economizer Damper Control – ComPac® II A/C only – A minimum position potentiometer that can be adjusted to prevent the economizer damper from closing completely. This control ensures that whenever the evaporator fan is operating, fresh air is being introduced into the building. Field or factory installed.

Hot Gas By-pass – ComPac® I A/C Only – Used in specialty applications; i.e., Magnetic Resonance Imaging (MRI) buildings, to prevent magnetic voltage disturbance caused by compressor cycling. Hot gas by-pass option packages are available to allow operation to 20°F (-7°C). Please refer to Hot Gas By-pass Application Bulletin for details. Not available on the AVPA24.

High Filtration – Units are built with larger blowers/motors for use with higher efficiency filters with MERV ratings of 11, 13 and 14 when tested to ASHRAE 52.2. Units with economizers have a prefilter on the outside air.

Color - ComPac® I and ComPac® II air conditioners are available in five different cabinet colors -the standard Marvair® beige and white, gray, brown and dark bronze. The standard cabinet's sides, top and front panels are constructed of 20 gauge painted steel. As an option, these panels can be built of 16 gauge steel in beige & gray or .050 stucco aluminum. When the 16 gauge painted steel or the aluminum is used, only the side, top and front panels are 16 gauge or aluminum. Contact your Marvair representative for color chips. The cabinet can also be constructed of type 316 stainless steel. Two stainless steel cabinet constructions are available- the complete cabinet, including most internal sheet metal or only the exterior sheet metal.

Protective Coil Coatings - Either the condenser or evaporator coil can be coated, however, coating of the evaporator coil is not common. For harsh conditions, e.g., power plants, paper mills or sites were the unit will be exposed to salt water, the coil should be coated with either an impregnated polyurethane or a phenolic. The coatings are sprayed on and pass 3,000 hours of B117 salt fog test. Note: Cooling capacity may be reduced by up to 5% on units with coated coils.

Factory Installed Disconnects on 460V Units - Factory installed disconnects are standard on all 208-230V, 2 through 6 ton units. As an option, all 460V. units may be ordered with a disconnect.

Extended Warranty - A first year labor - Silver, and a two year labor - Gold, are available.

Dirty Filter Indicator - A factory installed option that measures the difference in pressure across the internal filter and illuminates a LED when the pressure exceeds the desired difference.

Single Point Power Entry - A field installed option that allows a single power entry into the air conditioner. Single point power entry should only be selected when the air conditioner has two electrical circuits. See the Summary Ratings Charts for units with two electrical circuits.

Phase Monitor - Monitors 3Ø power supply and will turn the air conditioner off if power supply is not phased properly. Not required on 1Ø units.

Thermal Expansion Valve - Available on all ComPac air conditioners. Allows operation in hot ambient temperatures,

Sealed Condenser Fan Motors - Recommended on units to be installed corrosive sites, e.g., near the ocean and in deserts with blowing sand. Available on all units.

Compressor Sound Jacket - To reduce sound of compressor.

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Control Box

The internal control board in the ComPac® air conditioners simplifies wiring, consolidates several of the electrical functions onto one device and improves the reliability of the air conditioner. In addition, the control board has LED's that indicate operational status and fault conditions.

LED Indicator Lights

COLOR	TYPE	STATUS	DESCRIPTION
Green	Power	Constant On	24 VAC power has been applied
Red	Status	Constant On	Normal operation
		1 Blink	High pressure switch has opened twice
		2 Blinks	Low pressure switch has opened twice
		3 Blinks	Freeze stat (optional) - indoor coil temperature is below 35°F (1°C)

Modes of Operation

Normal Start-up: On a call for cooling, and the with the high pressure switch closed, the cooling system (compressor, indoor blower motor and outdoor fan motor) will be energized. (Note: See the Delay on Make feature). The cooling system will remain energized during the three minute low pressure switch bypass cycle. If the low pressure is closed, the cooling system will continue to operate after the three-minute bypass. If the low pressure switch is open after the three-minute bypass, the cooling system will be de-energized.

Lockout Mode: If either the high or low pressure switch opens twice on the same call for cooling, the control board enters into the lockout mode. In the lockout mode, the compressor is turned off, the alarm output is energized and the status LED's will blink to indicate which fault has occurred. If there is a call for air flow, the indoor blower will remain energized. When the lockout condition has cleared, the unit will reset if the demand of the thermostat is removed or when power is reset. The ComPac® air conditioners are factory wired for normally open contacts. The user can now have normally closed contacts by moving a wire on the control board.

Delay on Make: On initial power up or on resumption of power, the air conditioner will wait .03 to 10 minutes from a call for cooling before allowing the contactor to energize.

Model Identification

AVP S A • AC • • • •

AVP — Air Source Vertical Package

S — 2-Stage Compressor

A — Refrigerant: A = R410A

• — Nominal Cooling:
24 = 24,000 BTUH
30 = 30,000 BTUH
36 = 36,000 BTUH
42 = 42,000 BTUH
48 = 48,000 BTUH
60 = 60,000 BTUH
72 = 72,000 BTUH

AC — System Type: Air Conditioner

• — Power Supply:
A = 208/230V,1ø,60Hz
C = 208.230V,3ø,60Hz
D = 460V,3ø,60Hz

• — Electric Heat - kW:
000 = No Heat
040 = 4 kW
050 = 5 kW
080 - 8 kW
090 = 9 kW
100 = 10 kW
150 = 15 kW

• — Configuration:
N = ComPac® I A/C
C = ComPac® II A/C

• — Special Option Code:
R = Electric Reheat
U = Scroll Comp.

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AVPA Summary Ratings (Wire Sizing) - Scroll Compressor

ELECT. HEAT		000 = None		040 = 4 kw		050 = 5 kw		060 = 6 kw		080 = 8 kw		090 = 9 kw		100 = 10 kw		120 = 12 kw				150 = 15 kw			
BASIC MODEL	VOLTAGE PHASE	CKT #1		CKT #1		CKT #1		CKT #1		CKT #1		CKT #1		CKT #1		CKT #1		CKT #2		CKT #1		CKT #2	
		MCA	MFS	MCA	MFS	MCA	MFS	MCA	MFS	MCA	MFS	MCA	MFS	MCA	MFS	MCA	MFS	MCA	MFS	MCA	MFS	MCA	MFS
AVPA24ACA	208-230/1	18 9	30	22.3	30	27 4	30	32.7	35	43.0	45			53 5	60								
AVPA30ACA	208-230/1	21.9	35	23.4	35	28 5	35	33 8	35	44.1	45			54.6	60	23.4	35	41.6	45	28.5	35	52.1	60
AVPA36ACA	208-230/1	26.7	40	26.7	40	28.5	40	33 8	40	44 1	45			54.6	60	26 7	40	41.6	45	28.5	40	52.1	60
AVPA42ACA	208-230/1	30.7	50			30 7	50							55.2	60	30.7	50	41 6	45	30.7	50	52.1	60
AVPA48ACA	208-230/1	33.2	50			33.2	50							55.2	60	33.2	50	41.6	45	33.2	50	52.1	60
AVPA60ACA	208-230/1	40.8	60			40.8	60							57.3	60	40 8	60	41.6	45	40.8	60	52.1	60
AVPA72ACA	208-230/1	45.6	60			45.6	60							57.3	60	45 6	60	41 6	45	45 6	60	52.1	60
AVPA24ACC	208-230/3	13 3	20					19.4	20			28 5	30			37.5	40						
AVPA30ACC	208-230/3	15 6	20					20.5	25			29 6	30			38.6	40			47.6	50		
AVPA36ACC	208-230/3	20.8	30					20.8	30			29.6	30			38.6	40			47.6	50		
AVPA42ACC	208-230/3	22 9	35					22.9	35			30 2	35			39.2	40			48.2	50		
AVPA48ACC	208-230/3	23.0	35					23 0	35			30.2	35			39 2	40			48.2	50		
AVPA60ACC	208-230/3	27.5	40					27.5	40			32.3	40			41.3	45			50.3	60		
AVPA72ACC	208-230/3	36.1	50					36.1	50			36.1	50			41.3	50			50.3	60		
AVPA24ACD	460/3	7.8	15					9.7	15			14.2	15			18.7	20			23.2	25		
AVPA30ACD	460/3	9 2	15					10 3	15			14 8	15			19.3	20			23.8	25		
AVPA36ACD	460/3	9.7	15					10 3	15			14.8	15			19 3	20			23.8	25		
AVPA42ACD	460/3	10 6	15					10.6	15			15 1	20			19 6	20			24.1	25		
AVPA48ACD	460/3	10 7	15					10.6	15			15.1	20			19 6	20			24.1	25		
AVPA60ACD	460/3	13 6	20					13.6	20			16 1	20			20 6	25			25.1	30		
AVPA72ACD	460/3	17 3	25					17 3	25			17 3	25			20.6	25			25.1	30		

MCA = Minimum Circuit Ampacity (Wire Size Amps). MFS = Maximum Fuse Size or HACR circuit breaker. MCA and MFS calculated at 240V

AVPA Summary Ratings (Wire Sizing) - Reheat with Scroll Compressor

ELECT. HEAT		000 = None		040 = 4 kw		050 = 5 kw				060 = 6 kw		090 = 9 kw		100 = 10 kw				120 = 12 kw 8 kw Reheat (ACA)				150 = 15 kw 10 kw Reheat (ACA)			
BASIC MODEL	VOLTAGE PHASE	CKT #1		CKT #1		CKT #1		CKT #2		CKT #1		CKT #1		CKT #1		CKT #2		CKT #1		CKT #2		CKT #1		CKT #2	
		MCA	MFS	MCA	MFS	MCA	MFS	MCA	MFS	MCA	MFS	MCA	MFS	MCA	MFS	MCA	MFS	MCA	MFS	MCA	MFS	MCA	MFS	MCA	MFS
AVPA24ACA	208-230/1	18 9	30	39 8	40	44 9	45			50.2	60			18 9	30	52.1	60								
AVPA30ACA	208-230/1	21.9	35	42 8	45	47.9	50			53.2	60			21.9	35	52.1	60	23.4	35	41.6	45	28 5	35	52.1	60
AVPA36ACA	208-230/1	26.7	40	47.6	50	52 7	60			57.9	60			26 7	40	52.1	60	26.7	40	41.6	45	28 5	40	52.1	60
AVPA42ACA	208-230/1	30.7	50			30.7	50	26 0	30					30.7	50	52.1	60	30.7	50	41.6	45	30 7	50	52 1	60
AVPA48ACA	208-230/1	33.2	50			33.2	50	26 0	30					33 2	50	52.1	60	33.2	50	41.6	45	33 2	50	52 1	60
AVPA60ACA	208-230/1	40 8	60			40.8	60	26.0	30					40.8	60	52.1	60	40 8	60	41.6	45	40.8	60	52.1	60
AVPA72ACA	208-230/1	45 6	60			45.6	60	26.0	30					45.6	60	52 1	60	45 6	60	41.6	45	45.6	60	52 1	60
AVPA24ACC	208-230/3	13 3	20							31 3	35	40 4	45					49 4	50			13.3	20	45.1	50
AVPA30ACC	208-230/3	15.6	20							33.6	35	42.7	45					51.7	60			15.6	20	45.1	50
AVPA36ACC	208-230/3	20.8	30							38.8	40	47.9	50					56.9	60			20.8	30	45.1	50
AVPA42ACC	208-230/3	22.9	35							40.9	40	50 0	60					22 9	35	36.1	40	22.9	35	45 1	50
AVPA48ACC	208-230/3	23.0	35							41 0	45	50 2	60					23 0	35	36 1	40	23.0	35	45 1	50
AVPA60ACC	208-230/3	27 5	40							45 5	50	54.6	60					27.5	40	36.1	40	27.5	40	45.1	50
AVPA72ACC	208-230/3	36 1	50							54 1	60							36.1	50	36.1	40	36 1	50	45 1	50
AVPA24ACD	460/3	7 8	15							16 8	20	21.3	25					25.8	30			30.3	35		
AVPA30ACD	460/3	9 2	15							18 2	20	22.7	25					27.2	30			31.7	35		
AVPA36ACD	460/3	9 7	15							18.7	20	23.2	25					27.7	30			32.2	35		
AVPA42ACD	460/3	10 6	15							19 6	20	23.3	25					28.6	30			33 1	35		
AVPA48ACD	460/3	10.7	15							19 7	20	24.2	25					28.7	30			33.2	35		
AVPA60ACD	460/3	13.6	20							22.6	25	27.1	30					31.6	35			36.1	40		
AVPA72ACD	460/3	17.3	25							26.3	30	30 8	35					35.3	40			39.8	40		

MCA = Minimum Circuit Ampacity (Wire Size Amps). MFS = Maximum Fuse Size or HACR circuit breaker. MCA and MFS calculated at 240V.

Date Received:

JAN 3 0 2014

Original Submittal

AVPA Electrical Characteristics

BASIC MODEL	COMPRESSOR				OUTDOOR FAN MOTOR				INDOOR FAN MOTOR			
	VOLTS	RLA	LRA	MCC	VOLTS	RPM	FLA	HP	VOLTS	RPM	FLA	HP
AVPA24ACA	208/230-60-1	12.8	64.0	20.0	208/230-60-1	1075	1.5	1/5	208/230-60-1	1075	1.4	1/4
AVPA30ACA	208/230-60-1	14.1	77.0	22.0	208/230-60-1	1075	1.8	1/4	208/230-60-1	1075	2.5	1/4
AVPA36ACA	208/230-60-1	17.9	112.0	28.0	208/230-60-1	1075	1 8	1/4	208/230-60-1	1075	2.5	1/4
AVPA42ACA	208/230-60-1	19 8	109 0	31 0	208/230-60-1	825	2.8	1/3	208/230-60-1	1075	3 1	1/2
AVPA48ACA	208/230-60-1	21 8	117 0	34 0	208/230-60-1	825	2 8	1/3	208/230-60-1	1075	3.1	1/2
AVPA60ACA	208/230-60-1	26 2	134 0	41 0	208/230-60-1	825	2.8	1/3	208/230-60-1	1075	5.2	3/4
AVPA72ACA	208/230-60-1	30.1	158.0	47.0	208/230-60-1	825	2 9	1/2	208/230-60-1	1075	5.2	3/4
AVPA24ACC	208/230-60-3	8.3	61.0	13.0	208/230-60-1	1075	1 5	1/5	208/230-60-1	1075	1.4	1/4
AVPA30ACC	208/230-60-3	9.0	71.0	14.0	208/230-60-1	1075	1 8	1/4	208/230-60-1	1075	2.5	1/4
AVPA36ACC	208/230-60-3	13 2	88.0	20 6	208/230-60-1	1075	1 8	1/4	208/230-60-1	1075	2.5	1/4
AVPA42ACC	208/230-60-3	13 6	83 1	21 2	208/230-60-1	825	2.8	1/3	208/230-60-1	1075	3.1	1/2
AVPA48ACC	208/230-60-3	13 7	83.1	21 4	208/230-60-1	825	2.8	1/3	208/230-60-1	1075	3.1	1/2
AVPA60ACC	208/230-60-3	15.6	111.0	24.4	208/230-60-1	825	2 8	1/3	208/230-60-1	1075	5.2	3/4
AVPA72ACC	208/230-60-3	22.4	149.0	35.0	208/230-60-1	825	2 9	1/2	208/230-60-1	1075	5.2	3/4
AVPA24ACD	460-60-3	5.1	28 0	8 0	208/230-60-1	825	1.5	1/5	208/230-60-1	1075	1.4	1/4
AVPA30ACD	460-60-3	5.6	38 0	8 8	208/230-60-1	1075	1.8	1/4	208/230-60-1	1075	2.5	1/4
AVPA36ACD	460-60-3	6 0	44.0	9.3	208/230-60-1	1075	1 8	1/4	208/230-60-1	1075	2 5	1/4
AVPA42ACD	460-60-3	6.1	41.0	9.5	208/230-60-1	1075	2 8	1/3	208/230-60-1	1075	3.1	1/2
AVPA48ACD	460-60-3	6 2	41 0	9.7	208/230-60-1	825	2 8	1/3	208/230-60-1	1075	3.1	1/2
AVPA60ACD	460-60-3	7.7	52.0	12.1	208/230-60-1	825	2 8	1/3	208/230-60-1	1075	5.2	3/4
AVPA72ACD	460-60-3	10 6	75 0	16 5	208/230-60-1	825	2 9	1/2	208/230-60-1	1075	5.2	3/4

RLA = Rated Load Amps LRA = Locked Rotor Amps MCC = Maximum Continuous Current FLA = Full Load Amps

AVPA Unit Load Amps

BASIC MODEL NUMBER	VOLTAGE PHASE HERTZ	CURRENT AMPS		LOAD OF RESISTIVE HEATING ELEMENTS ONLY (AMPS)								TOTAL MAXIMUM HEATING AMPS (STANDARD UNIT)							
		AC	IBM	04 kW	05 kW	06 kW	08 kW	09 kW	10 kW	12 kW	15 kW	04 kW	05 kW	06 kW	08 kW	09 kW	10 kW	12 kW	15 kW
AVP24ACA	208-230/1/60	15 7	1 4	16.7	20 8	25.0	33.3	n/a	41.7	n/a	n/a	18 1	22.2	26.4	34.7	n/a	43.1	n/a	n/a
AVP30ACA	208-230/1/60	18.4	2.5	16.7	20.8	25.0	33.3	n/a	41 7	50 0	62.5	19.2	23.3	27.5	35.8	n/a	44.2	52.5	65.0
AVP36ACA	208-230/1/60	22.2	2.5	16.7	20.8	25.0	33 3	n/a	41 7	50.0	62.5	19.2	23 3	27.5	35 8	n/a	44.2	52.5	65.0
AVP42ACA	208-230/1/60	25 7	3.1	n/a	20 8	n/a	n/a	n/a	41 7	50 0	62.5	n/a	23.9	n/a	n/a	n/a	44.8	53.1	65.6
AVP48ACA	208-230/1/60	27 7	3 1	n/a	20 8	n/a	n/a	n/a	41 7	50 0	62 5	n/a	23.9	n/a	n/a	n/a	44 8	53.1	65.6
AVP60ACA	208-230/1/60	34 2	5 2	n/a	20.8	n/a	n/a	n/a	41.7	50.0	62.5	n/a	26 0	n/a	n/a	n/a	46.9	55 2	67 7
AVP72ACA	208-230/1/60	38.2	5 2	n/a	20 8	n/a	n/a	n/a	41.7	50 0	62 5	n/a	26.0	n/a	n/a	n/a	46.9	55.2	67.7
AVP24ACC	208-230/3/60	11.2	1 4	n/a	n/a	14.4	n/a	21 7	n/a	28.9	36.1	n/a	n/a	15 8	n/a	23.1	n/a	30 3	37.5
AVP30ACC	208-230/3/60	13 3	2 5	n/a	n/a	14.4	n/a	21.7	n/a	28 9	36 1	n/a	n/a	16.9	n/a	24 2	n/a	31.4	38.6
AVP36ACC	208-230/3/60	17.5	2.5	n/a	n/a	14 4	n/a	21.7	n/a	28 9	36 1	n/a	n/a	16 9	n/a	24 2	n/a	31.4	38.6
AVP42ACC	208-230/3/60	19.5	3 1	n/a	n/a	14.4	n/a	21 7	n/a	28.9	36.1	n/a	n/a	17.5	n/a	24.8	n/a	32 0	39.2
AVP48ACC	208-230/3/60	19.6	3.1	n/a	n/a	14.4	n/a	21.7	n/a	28.9	36.1	n/a	n/a	17.5	n/a	24.8	n/a	32 0	39.2
AVP60ACC	208-230/3/60	23.6	5.2	n/a	n/a	14 4	n/a	21.7	n/a	28 9	36 1	n/a	n/a	19.6	n/a	26 9	n/a	34.1	41.3
AVP72ACC	208-230/3/60	30 5	5 2	n/a	n/a	14 4	n/a	21 7	n/a	28.9	36.1	n/a	n/a	19.6	n/a	26 9	n/a	34 1	41.3
AVP24ACD	460/3/60	6.6	0 7	n/a	n/a	7 2	n/a	10.8	n/a	14 4	18 0	n/a	n/a	7 9	n/a	11 5	n/a	15.1	18 7
AVP30ACD	460/3/60	7 8	1 3	n/a	n/a	7.2	n/a	10 8	n/a	14.4	18.0	n/a	n/a	8.5	n/a	12.1	n/a	15 7	19.3
AVP36ACD	460/3/60	8.2	1.3	n/a	n/a	7 2	n/a	10.8	n/a	14 4	18 0	n/a	n/a	8 5	n/a	12 1	n/a	15.7	19.3
AVP42ACD	460/3/60	9 1	1 6	n/a	n/a	7 2	n/a	10 8	n/a	14.4	18 0	n/a	n/a	8.8	n/a	12 4	n/a	16.0	19.6
AVP48ACD	460/3/60	9.2	1.6	n/a	n/a	7.2	n/a	10.8	n/a	14 4	18.0	n/a	n/a	8 8	n/a	12.4	n/a	16 0	19 6
AVP60ACD	460/3/60	11.7	2.6	n/a	n/a	7 2	n/a	10.8	n/a	14 4	18 0	n/a	n/a	9.8	n/a	13 4	n/a	17.0	20 6
AVP72ACD	460/3/60	14 7	2 6	n/a	n/a	7.2	n/a	10 8	n/a	14.4	18.0	n/a	n/a	9.8	n/a	13.4	n/a	17.0	20.6

•Heating kW shown for 240V. Derate heat output by 25% for 208V service. ••Total heating amps for ALL ACA units with 15kW includes both circuits (#1 and #2) •••Heater kW shown for 480V.
NOTE: Three phase equipment contains single-phase motor loads. Values shown are maximum phase loads. Loads are not equally balanced on each phase. Total cooling and total heating amps include motor loads.

Date Received:

JAN 3 0 2014

Original Submittal

AVPA Certified Efficiency and Capacity Ratings @ ARI Standard 390

MODEL	24			30			36			42			48			60			72		
	ACA	ACC	ACD	ACA	ACC	ACD	ACA	ACC	ACD	ACA	ACC	ACD	ACA	ACC	ACD	ACA	ACC	ACD	ACA	ACC	ACD
COOLING BTUH	24,000			30,000			35,500			42,500			47,000			56,500			63,000	71,000	
EER	9.10			9.80			9 40			9 10			9.10			9.00			10.30	10 00	
RATED CFM	840			1000			1220			1520			1760			1850			2050		
ESP	0.10			0 15			.015			0.15			0.20			0 20			0 20	0.25	

Cooling rated at 95°F outdoor and 80°/67°F indoor Air flow ratings are for unit with the "N" ventilation configuration and no outside air
Performance will be affected by altitude

AVPA Efficiency and Capacity Ratings

MODEL	24			30			36			42			48			60			72		
	ACA	ACC	ACD	ACA	ACC	ACD	ACA	ACC	ACD	ACA	ACC	ACD	ACA	ACC	ACD	ACA	ACC	ACD	ACA	ACC	ACD
COOLING BTUH	24,000			30,000			35,500			42,500			47,000			56,500			63,000	71,000	
SEER	10.55			11.60			10 85			9.75			10.50			10 10			11 70	11 30	
RATED CFM	840			1000			1220			1520			1760			1850			2050		
ESP	0.10			0.15			.015			0 15			0.20			0.20			0.20	0.25	

Cooling rated at 95°F outdoor and 80°/67°F indoor Air flow ratings are for unit with the "N" ventilation configuration and no outside air
Performance will be affected by altitude

AVPA Performance Chart

Data based on 80°F(26.5°C) DB/67°F (19.5°C) Wet Bulb Return Air Temperature at Various Outdoor Temperatures at rated CFM.

Model	75°F/24°C	80°F/26.5°C	85°F/29°C	90°F/32°C	95°F/35°C	100°F/38°C	105°F/40.5°C	110°F/43.3°C	115°F/46°C
24	27,840	26,880	25,920	24,960	24,000	23,040	22,080	21,120	20,640
30	34,800	33,600	32,400	31,200	30,000	28,800	27,600	26,400	25,800
36	41,180	39,760	38,340	36,920	35,500	34,080	32,660	31,240	30,530
42	49,300	47,600	45,900	44,200	42,500	40,800	39,100	37,400	36,550
48	54,520	52,640	50,760	48,880	47,000	45,120	43,240	41,360	40,420
60	65,540	63,280	61,020	58,760	56,500	54,240	51,980	49,720	48,590
72 (1Ø)	73,080	70,560	68,040	65,520	63,000	60,480	57,960	55,440	54,180
72 (3Ø)	82,360	79,520	76,680	73,840	71,000	68,160	65,320	62,480	61,060

The cooling capacity of the AVPA72 three phase units is 2,000 BTUH lower when operated on 208 volts.

AVPA Sensible Total Ratio @95°F (35°C) Outside Air DB

MODEL	24AC	30AC	36AC	42AC	48AC	60AC	72AC (1 Ph)	72AC (3 Ph)
TOTAL CAPACITY	24,000	30,000	35,500	42,500	47,000	56,500	63,000	71,000
SENSIBLE HEAT RATIO	0.69	0.74	0.69	0 75	0.75	0.69	0.70	0.66
SENSIBLE CAPACITY	16,500	22,100	24,340	31,820	35,300	39,190	44,000	46,570
RATED CFM	840	1,000	1,220	1,520	1,760	1,850	2,050	2,050
ESP	0 10	0.15	0.15	0.15	0.20	0.20	0.20	0 25

Sensible ratios based upon ARI standard 390 return air conditions of 80°F (26 5°C) Dry Bulb/67°F (19.5°C) Wet Bulb

AVPA CFM @ ESP (Wet Coil)

MODEL	0.10	0.20	0.25	0.30	0.40	0.50
AVPA24	860	810	740	670		
AVPA30	1100	1000	960	920	810	
AVPA36	1310	1220	1185	1150	1060	
AVPA42		1650	1585	1520	1450	1360
AVPA48		1900	1830	1760	1700	1620
AVPA60		1900	1830	1760	1700	1620
AVPA72		2100	1950	1800	1730	1660

Air flow ratings of 208-230 volt units are at 230v. Air flow ratings of 460 volt units are at 460 volts. Operation of units at a voltage different from the rating point will affect air flow.

Date Received:
JAN 3 0 2014

Original Submittal

AVPSA CFM @ ESP (Wet Coil)

MODEL	0.10	0.20	0.25	0.30	0.40	0.50
AVPSA36	1310	1220	1185	1150	1060	
AVPSA42		1650	1585	1520	1450	1360
AVPSA48		1900	1830	1760	1700	1620
AVPSA60		1900	1830	1760	1700	1620

Air flow ratings of 208-230 volt units are at 230v. Air flow ratings of 460 volt units are at 460 volts. Operation of units at a voltage different from the rating point will affect air flow.

AVPSA Summary Ratings (Wire Sizing) - Scroll Compressor

ELECT. HEAT		000 = None		040 = 4 kw		050 = 5 kw		060 = 6 kw		080 = 8 kw		090 = 9 kw		100 = 10 kw		120 = 12 kw				150 = 15 kw			
BASIC MODEL	VOLTAGE PHASE	CKT #1		CKT #1		CKT #1		CKT #1		CKT #1		CKT #1		CKT #1		CKT #1		CKT #2		CKT #1		CKT #2	
		MCA	MFS	MCA	MFS	MCA	MFS	MCA	MFS	MCA	MFS	MCA	MFS	MCA	MFS	MCA	MFS	MCA	MFS	MCA	MFS	MCA	MFS
AVPSA36ACA	208-230/1	25.1	40	25.1	40	28.5	40	33 8	40	44 1	45			54.6	60	25.1	40	41.6	45	28.5	40	52 1	60
AVPSA42ACA	208-230/1	26.7	40			29 1	40							55.2	60	26.7	40	41.6	45	29 1	40	52 1	60
AVPSA48ACA	208-230/1	32.3	50			32.3	50							55.2	60	32.3	50	41.6	45	32.3	50	52 1	60
AVPSA60ACA	208-230/1	40 0	60			40.0	60							57.3	60	40.0	60	41.6	45	40.0	60	52.1	60
AVPSA36ACC	208-230/3	18 2	25					22.3	25			29 6	30			38 6	40			47.6	50		
AVPSA42ACC	208-230/3	22 7	35					23.9	35			30 2	35			39.2	40			48.2	50		
AVPSA48ACC	208-230/3	22.7	35					23 9	35			30.2	35			39 2	40			48.2	50		
AVPSA60ACC	208-230/3	30 0	40					30.0	40			32.3	40			41.3	45			50.3	60		
AVPSA36ACD	460/3	7.8	15					10 3	15			14.8	15			19 3	20			23.8	25		
AVPSA42ACD	460/3	10.6	15					10 6	15			15.1	20			19 6	20			24.1	25		
AVPSA48ACD	460/3	11 0	15					10.6	15			15.1	20			19 6	20			24.1	25		
AVPSA60ACD	460/3	15 3	20					15.3	20			16.1	20			20 6	25			25.1	30		

MCA = Minimum Circuit Ampacity (Wire Size Amps) MFS = Maximum Fuse Size or HACR circuit breaker. MCA and MFS calculated at 240V.

AVPSA Summary Ratings (Wire Sizing) - Reheat with Scroll Compressor -

ELECT. HEAT		000 = None		040 = 4 kw		050 = 5 kw				060 = 6 kw		090 = 9 kw		100 = 10 kw				120 = 12 kw 8 kw Reheat (ACA)				150 = 15 kw 10 kw Reheat (ACA)			
BASIC MODEL	VOLTAGE PHASE	CKT #1		CKT #1		CKT #1		CKT #2		CKT #1		CKT #1		CKT #1		CKT #2		CKT #1		CKT #2		CKT #1		CKT #2	
		MCA	MFS	MCA	MFS	MCA	MFS	MCA	MFS	MCA	MFS	MCA	MFS	MCA	MFS	MCA	MFS	MCA	MFS	MCA	MFS	MCA	MFS	MCA	MFS
AVPSA36ACA	208-230/1	25 1	40	46.2	50	51.1	60			56 3	60			25.1	40	52 1	60	25 1	40	41.6	45	25.1	40	52.1	60
AVPSA42ACA	208-230/1	26 7	40			26.7	40	26 0	30					26.7	40	52 1	60	26.7	40	41.6	45	26.7	40	52.1	60
AVPSA48ACA	208-230/1	32 3	50			32.3	50	26.0	30					32.3	50	52.1	60	32 3	50	41.6	45	32.3	50	52.1	60
AVPSA60ACA	208-230/1	40.0	60			40.0	60	26.0	30					40.0	60	52.1	60	40 0	60	41.6	45	40.0	60	52.1	60
AVPSA36ACC	208-230/3	18.2	25							36.2	40	45 3	50					54 3	60			18.2	25	45.1	50
AVPSA42ACC	208-230/3	22.7	35							40.7	45	49.8	50					22.7	35	36 1	40	22 7	35	45.1	50
AVPSA48ACC	208-230/3	22.7	35							40.7	45	49 8	50					22.7	35	36.1	40	22.7	35	45.1	50
AVPSA60ACC	208-230/3	30 0	40							48.0	50	57 1	60					30 0	40	36 1	40	30 0	40	45.1	50
AVPSA36ACD	460/3	7 8	15							16.8	20	21 3	25					25 8	30			30.3	35		
AVPSA42ACD	460/3	10.6	15							19 6	20	24 1	25					28 6	30			33 1	35		
AVPSA48ACD	460/3	11 0	15							20.0	25	24.5	25					29.0	30			33.5	35		
AVPSA60ACD	460/3	15.3	20							24.3	25	28 8	30					33.3	35			37.8	40		

MCA = Minimum Circuit Ampacity (Wire Size Amps) MFS = Maximum Fuse Size or HACR circuit breaker. MCA and MFS calculated at 240V.

Date Received:

JAN 3 0 2014

Original Submittal

AVPSA Electrical Characteristics

BASIC MODEL	COMPRESSOR				OUTDOOR FAN MOTOR				INDOOR FAN MOTOR			
	VOLTS	RLA	LRA	MCC	VOLTS	RPM	FLA	HP	VOLTS	RPM	FLA	HP
AVPSA36ACA	208/230-60-1	16 6	82 0	26.0	208/230-60-1	825	1.8	1/3	208/230-60-1	1075	2.5	1/4
AVPSA42ACA	208/230-60-1	16 6	96.0	26.0	208/230-60-1	825	2.8	1/3	208/230-60-1	1075	3.1	1/2
AVPSA48ACA	208/230-60-1	21.1	96.0	33.0	208/230-60-1	825	2.8	1/3	208/230-60-1	1075	3 1	1/2
AVPSA60ACA	208/230-60-1	25 6	118.0	40 0	208/230-60-1	825	2 8	1/3	208/230-60-1	1075	5.2	3/4
AVPSA36ACC	208/230-60-3	11.1	58.0	17.4	208/230-60-1	825	1.8	1/3	208/230-60-1	1075	2 5	1/4
AVPSA42ACC	208/230-60-3	13.4	88.0	21.0	208/230-60-1	825	2.8	1/3	208/230-60-1	1075	3 1	1/2
AVPSA48ACC	208/230-60-3	13.4	88.0	21.0	208/230-60-1	825	2.8	1/3	208/230-60-1	1075	3 1	1/2
AVPSA60ACC	208/230-60-3	17.6	123.0	27.5	208/230-60-1	825	2.8	1/3	208/230-60-1	1075	5 2	3/4
AVPSA36ACD	460-60-3	4.5	29.0	7.0	208/230-60-1	825	1.8	1/3	208/230-60-1	1075	2 5	1/4
AVPSA42ACD	460-60-3	6.1	44 0	9 5	208/230-60-1	825	2.8	1/3	208/230-60-1	1075	3.1	1/2
AVPSA48ACD	460-60-3	6 4	41 0	10 0	208/230-60-1	825	2.8	1/3	208/230-60-1	1075	3.1	1/2
AVPSA60ACD	460-60-3	9.0	62.0	14.0	208/230-60-1	825	2 8	1/3	208/230-60-1	1075	5 2	3/4

RLA = Rated Load Amps LRA = Locked Rotor Amps MCC = Maximum Continuous Current FLA = Full Load Amps

AVPSA Unit Load Amps

BASIC MODEL NUMBER	VOLTAGE PHASE HERTZ	CURRENT AMPS		LOAD OF RESISTIVE HEATING ELEMENTS ONLY (AMPS)								TOTAL MAXIMUM HEATING AMPS (STANDARD UNIT)							
		AC	IBM	04 kW	05 kW	06 kW	08 kW	09 kW	10 kW	12 kW	15 kW	04 kW	05 kW	06 kW	08 kW	09 kW	10 kW	12 kW	15 kW
AVPSA36ACA	208-230/1/60	20 9	2.5	16.7	20 8	25 0	33.3	n/a	41.7	50.0	62.5	19.2	23.3	27 5	35 8	n/a	44.2	52.5	65.0
AVPSA42ACA	208-230/1/60	22.5	3.1	n/a	20 8	n/a	n/a	n/a	41.7	50.0	62.5	n/a	23.9	n/a	n/a	n/a	44 8	53 1	65 6
AVPSA48ACA	208-230/1/60	27 0	3.1	n/a	20.8	n/a	n/a	n/a	41.7	50.0	62.5	n/a	23.9	n/a	n/a	n/a	44 8	53 1	65 6
AVPSA60ACA	208-230/1/60	33 6	5.2	n/a	20.8	n/a	n/a	n/a	41.7	50 0	62.5	n/a	26.0	n/a	n/a	n/a	46.9	55.2	67 7
AVPSA36ACC	208-230/3/60	15 4	2 5	n/a	n/a	14.4	n/a	21.7	n/a	28.9	36.1	n/a	n/a	16 9	n/a	24.2	n/a	31.4	38.6
AVPSA42ACC	208-230/3/60	19 3	3.1	n/a	n/a	14.4	n/a	21.7	n/a	28.9	36.1	n/a	n/a	17 5	n/a	24 8	n/a	32.0	39.2
AVPSA48ACC	208-230/3/60	19.3	3.1	n/a	n/a	14.4	n/a	21.7	n/a	28.9	36.1	n/a	n/a	17.5	n/a	24 8	n/a	32 0	39.2
AVPSA60ACC	208-230/3/60	25 6	5.2	n/a	n/a	14 4	n/a	21.7	n/a	28.9	36.1	n/a	n/a	19.6	n/a	26 9	n/a	34 1	41.3
AVPSA36ACD	460/3/60	6.7	1.3	n/a	n/a	7.2	n/a	10 8	n/a	14 4	18 0	n/a	n/a	8.5	n/a	12.1	n/a	15 7	19 3
AVPSA42ACD	460/3/60	9.1	1.6	n/a	n/a	7.2	n/a	10 8	n/a	14 4	18 0	n/a	n/a	8.8	n/a	12 4	n/a	16 0	19.6
AVPSA48ACD	460/3/60	9 4	1 6	n/a	n/a	7.2	n/a	10.8	n/a	14.4	18 0	n/a	n/a	8 8	n/a	12.4	n/a	16.0	19.6
AVPSA60ACD	460/3/60	13 0	2.6	n/a	n/a	7.2	n/a	10.8	n/a	14 4	18 0	n/a	n/a	9.8	n/a	13.4	n/a	17.0	20.6

•Heating kW shown for 240V. Derate heat output by 25% for 208V service. ••Total heating amps for ALL ACA units with 15kW includes both circuits (#1 and #2) •••Heater kW shown for 480V.
NOTE: Three phase equipment contains single-phase motor loads. Values shown are maximum phase loads. Loads are not equally balanced on each phase. Total cooling and total heating amps include motor loads.

AVPA and AVPSA Ship Weight

BASIC MODEL	AVPA24 LBS/KG	AVPA30 LBS/KG	AVPA36 LBS/KG	AVPA42 LBS/KG	AVPA48 LBS/KG	AVPA60 LBS/KG	AVPA72 LBS/KG
COMPAC® I	274/125	355/160	355/160	495/225	521/240	535/245	600/272
COMPAC® II	286/130	365/170	365/170	527/240	552/250	565/260	640/290

AVPA and AVPSA Filter Size

BASIC MODEL	AVPA24	AVPA30	AVPA36	AVPA42	AVPA48	AVPA60	AVPA72
FILTER SIZE (IN)	16 x 25 x 2	16 x 30 x 2		22 x 36-1/2 x 2			18 x 24 x 2*
FILTER SIZE (MM)	406 x 635 x 51	406 x 762 x 51		559 x 927 x 51			452 x 610 x 51

* Two filters required.

ComPac AVPA PD, 3/09

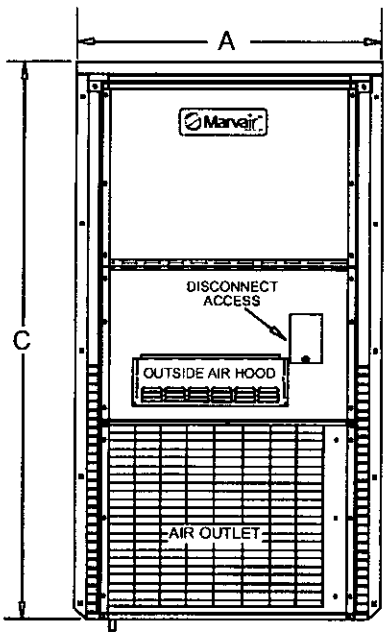
Date Received:
JAN 3 0 2014

Original Submittal

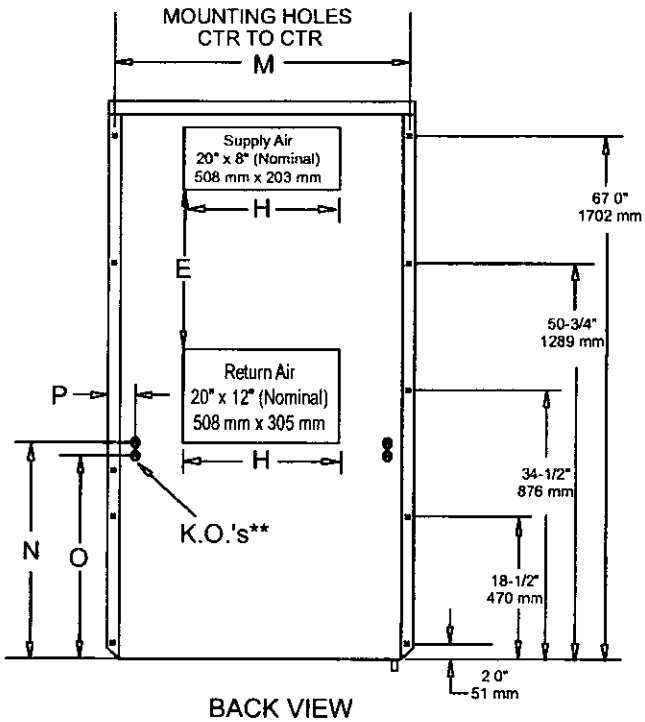
Dimensional Data -
AVPA24 ComPac® I & ComPac® II Air Conditioners

MODEL	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	AA	BB
24 (in.)	39 1/2	17 1/4	71 1/2	8	20 1/2	12	27 11/16	20	3 3/4	36 5/16	1 11/16	7/8	38	27 11/16	26	3 5/8	17 5/8	35 1/4
24 (mm)	1003	438	1816	203	521	305	703	508	95	922	43	22	965	703	660	92	448	895

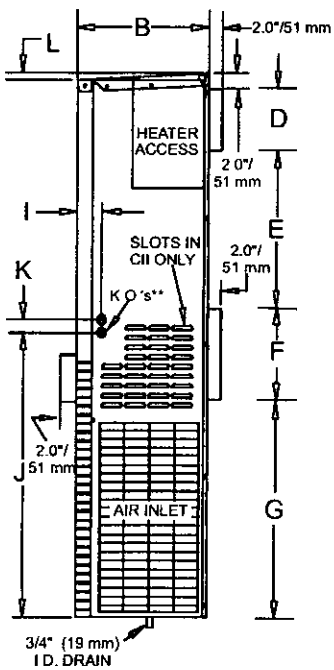
NOTE. Dimensional tolerance ± 1/16"



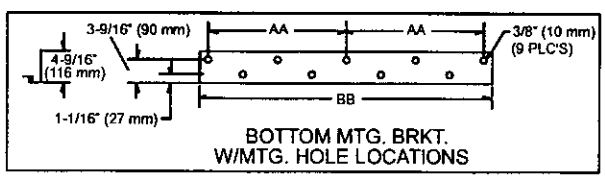
FRONT VIEW



BACK VIEW



R.H. SIDE VIEW



BOTTOM MTG. BRKT.
W/MTG. HOLE LOCATIONS

* CI does not have side louvers
** KO=knockouts-sized to accept 3/4" (19 mm) x 1" (25 mm) electrical conduit
"H" dimension centered between "A" dimension

Date Received:

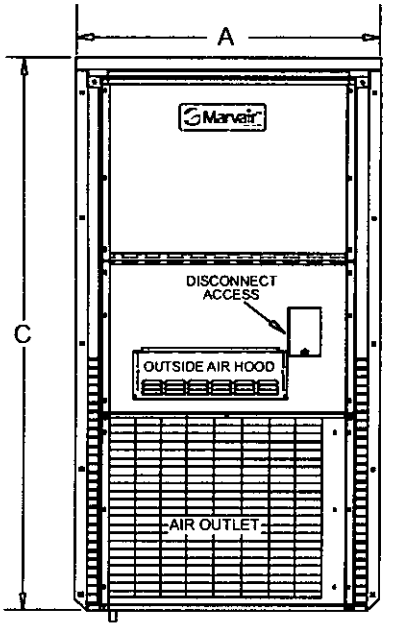
JAN 3 0 2014

Original Submittal

Dimensional Data - AVPA30/36 & AVPSA36
ComPac® I & ComPac® II Air Conditioners

MODEL	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	AA	BB
AVPA30/36 (in.) HVPA24 (in.)	44 9/16	17 1/4	71 1/2	8	18	14	28 7/16	28	3 3/4	36 5/16	1 11/16	7/8	43 1/8	27 11/16	26	3 5/8	20 1/4	40 1/2
AVPA30/36 (mm) HVPA24 (mm)	1132	438	1816	203	457	356	722	711	95	922	43	22	1095	703	660	92	514	1029

NOTE: Dimensional tolerance ± 1/16"



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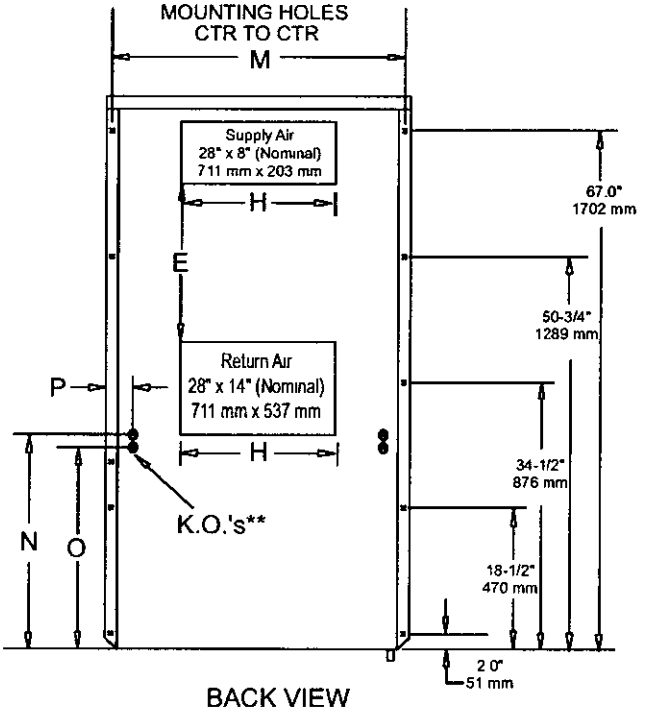
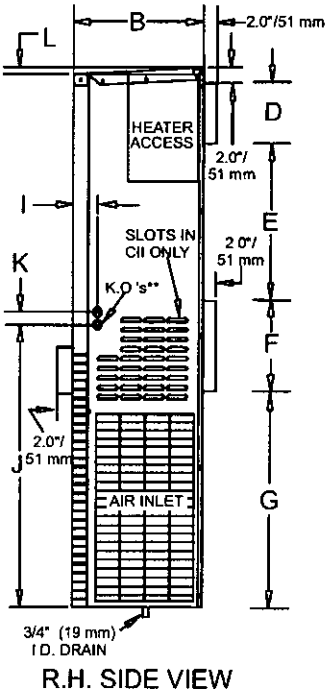
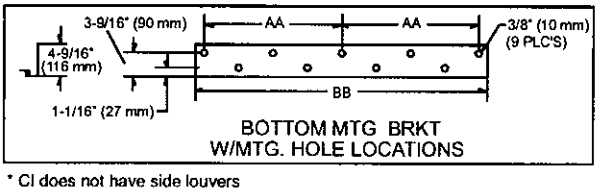


BACK VIEW



R.H. SIDE VIEW



BOTTOM MTG BRKT
W/MTG. HOLE LOCATIONS

* CI does not have side louvers
** KO=knockouts-sized to accept 3/4" (19 mm) x 1" (25 mm) electrical conduit
"H" dimension centered between "A" dimension

Date Received:

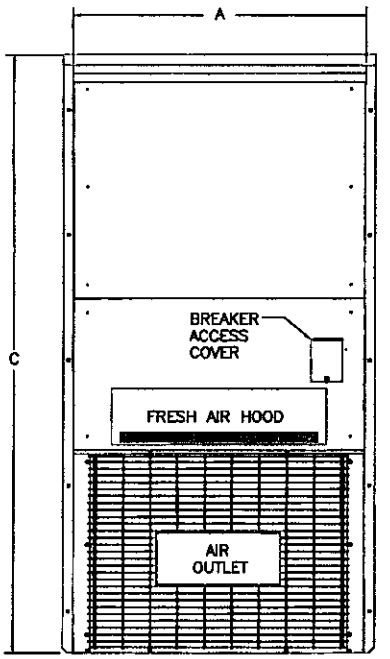
ComPac I/II PD 3/09

JAN 30 2014

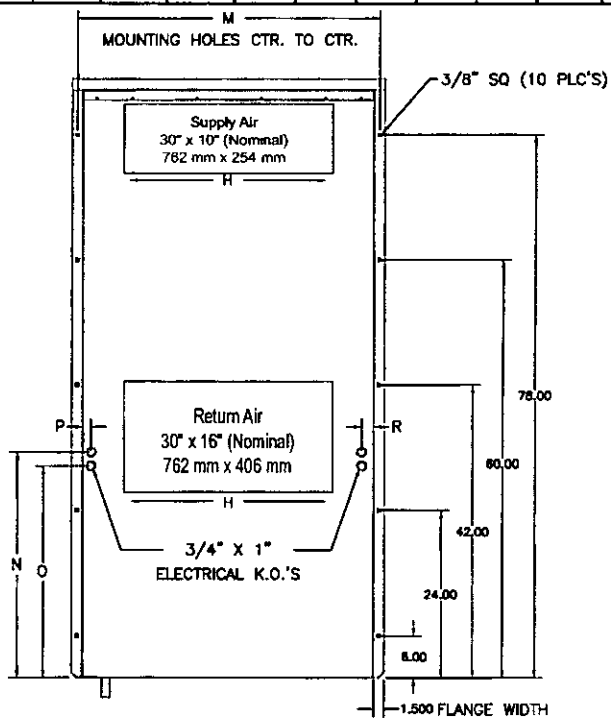
Original Submittal

Dimensional Data - AVPA42/48/60 & AVPSA 42/48/60
ComPac® I Air Conditioners

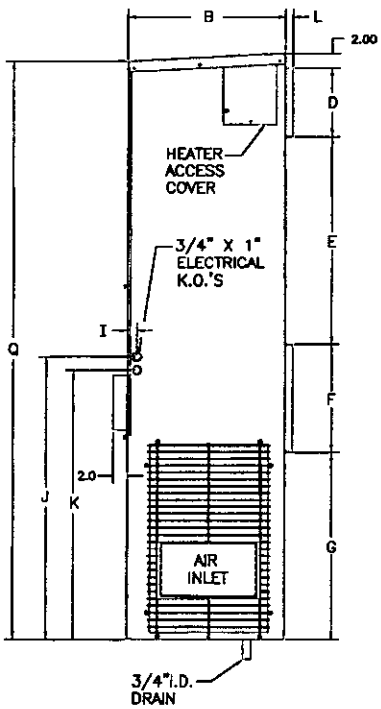
MODEL	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R
AVPA42/48/60 HVPA30/36 (in.)	42-1/8	22 5/8	86	10	30	16	26 1/2	30	1 5/16	40 9/16	38 9/16	1 1/8	43 1/2	32 3/8	30 3/8	1 1/4	83 5/16	13/4
AVPA42/48/60 HVPA30/36(mm)	1070	575	2184	254	762	406	673	762	33	1030	979	29	1105	822	772	32	2116	44



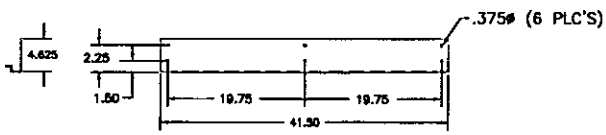
FRONT VIEW



BACK VIEW



R.H. SIDE VIEW



BOTTOM MTG. BRKT.
W/MTG. HOLE LOCATIONS

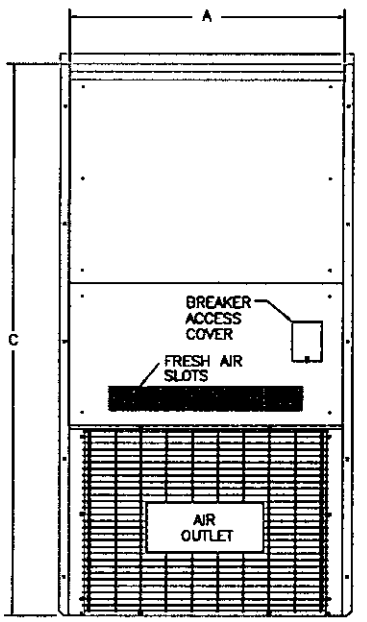
Date Received:

JAN 3 0 2014

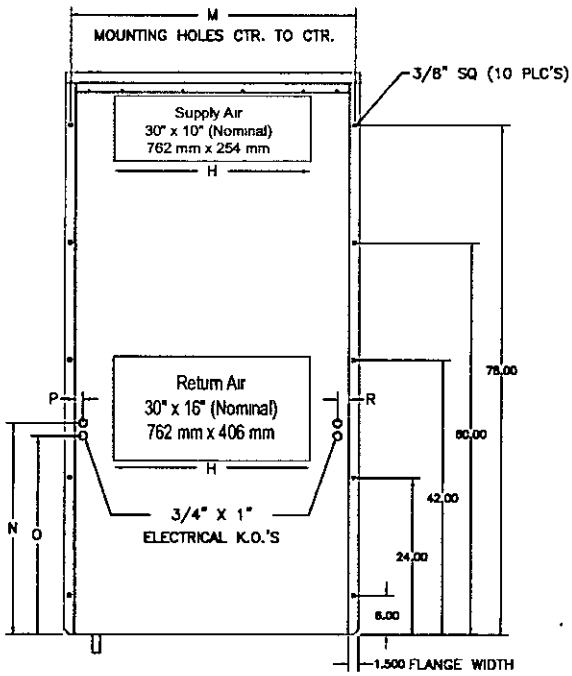
Original Submittal

Dimensional Data - AVPA42/48/60 & AVPSA 42/48/60
ComPac® II Air Conditioners

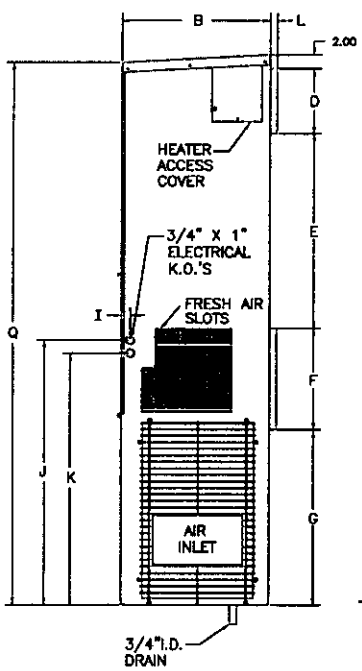
MODEL	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R
AVPA42/48/60 HVPA30/36 (in.)	42-1/8	22 5/8	86	10	30	16	26 1/2	30	1 5/16	40 9/16	38 9/16	1 1/8	43 1/2	32 3/8	30 3/8	1 1/4	83 5/16	1 3/4
AVPA42/48/60 HVPA30/36(mm)	1070	575	2184	254	762	406	673	762	33	1030	979	29	1105	822	772	32	2116	44



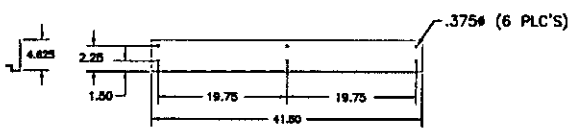
FRONT VIEW



BACK VIEW



R.H. SIDE VIEW



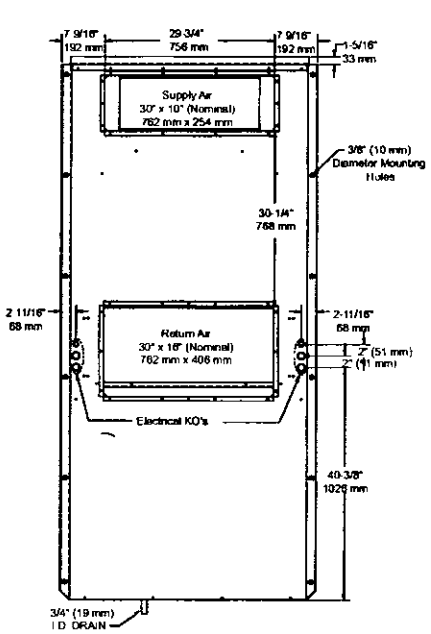
BOTTOM MTG. BRKT.
W/MTG. HOLE LOCATIONS

Date Received:

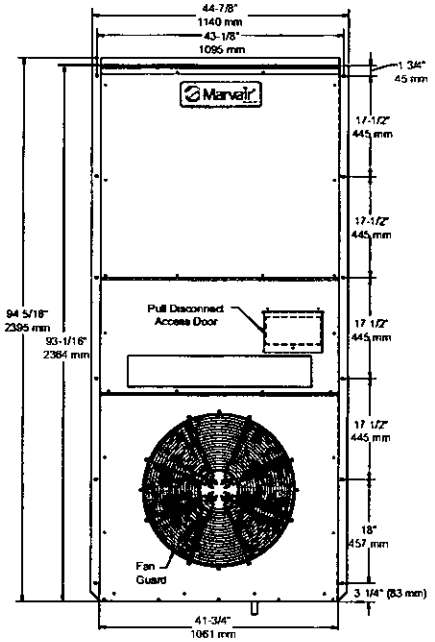
JAN 3 0 2014

Original Submittal

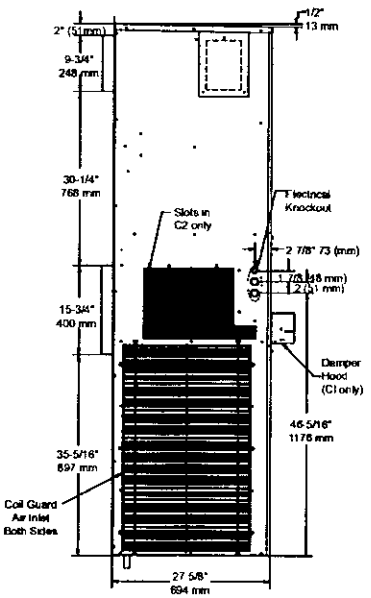
Dimensional Data - AVPA72 ComPac® I & ComPac® II Air Conditioners



BACK VIEW



FRONT VIEW



LEFT SIDE VIEW

Please consult the Marvair® website at www.marvair.com for the latest product literature. Complete installation instructions are in the ComPac® Air Conditioners I&O Manual. Detailed dimensional data is available upon request. A complete warranty statement can be found in each product's Installation/Operation Manual, on our website or by contacting Marvair at 229-273-3636. As part of the Marvair continuous improvement program, specifications are subject to change without notice.

Marvair AIRXCEL, Inc.
ISO 9001 2000 REGISTERED COMPANY
P.O. Box 400 • Cordele, GA 31010
156 Seedling Drive • Cordele, GA 31015
Ph: 229-273-3636 • Fax: 229-273-5154
Email: marvair@airxcel.com • Internet: www.marvair.com

Date Received:

JAN 3 0 2014

Original Submittal

EG34 Gateway Mall

RF Justification

Site Justification

AT&T is proposing a new site, EG34 in the city of Springfield, Oregon. This is a AT&T service area that has a significant 4G High Band service coverage gap as illustrated in **Exhibit 1A**. The Exhibit shows the proposed site (Red star) and nearest adjacent sites in Blue triangles. As can be seen, there is a large coverage gap in all areas not shaded in Green. It is important to clarify, that the area does have scattered 3G Low Band coverage today. This is shown in **Exhibit 1D**. However, due to capacity and user demand we need to enhance our service in the High Band spectrum that we have been authorized to use by the FCC. During times of high traffic demand or emergencies, wireless service will be degraded to all users due to congestion in our Low Band spectrum. In addition, our 3rd generation of wireless service will be obsoleted in the near future which will result in almost no wireless coverage in this vicinity. Therefore, preparation must be made now for 4G coverage

This gap determination was a result of a combination of customer complaints, service requests and RF design analysis as shown in **Exhibit 1E**. The service coverage improvement is targeted mostly along portion of Harlow Rd leading to the round about, intersecting with Martin Luther King Pkwy and also along portion of Pioneer Pkwy north of Hwy 126. This site will provide the coverage from Mallard Ave to 126 HWY and will cover the surrounding Residential areas and secondary streets. This still also improve the coverage to the Gateway mall.

Exhibit 1B, demonstrates the minimum acceptable expanded level of service that will be provided with the addition of the new proposed site with antenna Tip height at 120'. This is where an AT&T handset can be reliably used to make and receive telephone calls in the presence of varying signals. The site will serve in all newly shaded Green areas. The proposed antenna tip height of 120' ft. is the minimum required to achieve the coverage objective. Reducing antenna height will reduce the sites effectiveness and will make the proposed new facility ineffective as show in **Exhibit 1C** with antenna Tips at 70'. Notice the reduced coverage.

Whip antennas are typically not used by wireless carriers anymore. The radiated signal is omnidirectional and they provide no capacity relief. Therefore, sites are now sectored using directional arrays where overall site capacity is immensely increased. Repeaters and microcells also do not have the ability to handle capacity and their coverage area is limited due to lower powered transmitters associated with them.

Exhibit 1A – Existing 4G Service Coverage Map

Service Area BEFORE site addition

- Acceptable Service Coverage
- Service Coverage Gap
- Proposed New Site
- Existing Site

Exhibit 1B – New 4G Service Coverage Map

Service Area AFTER new site addition – 120' Tip Height

Acceptable Service Coverage
Service Coverage Gap
Proposed New Site
Existing Site

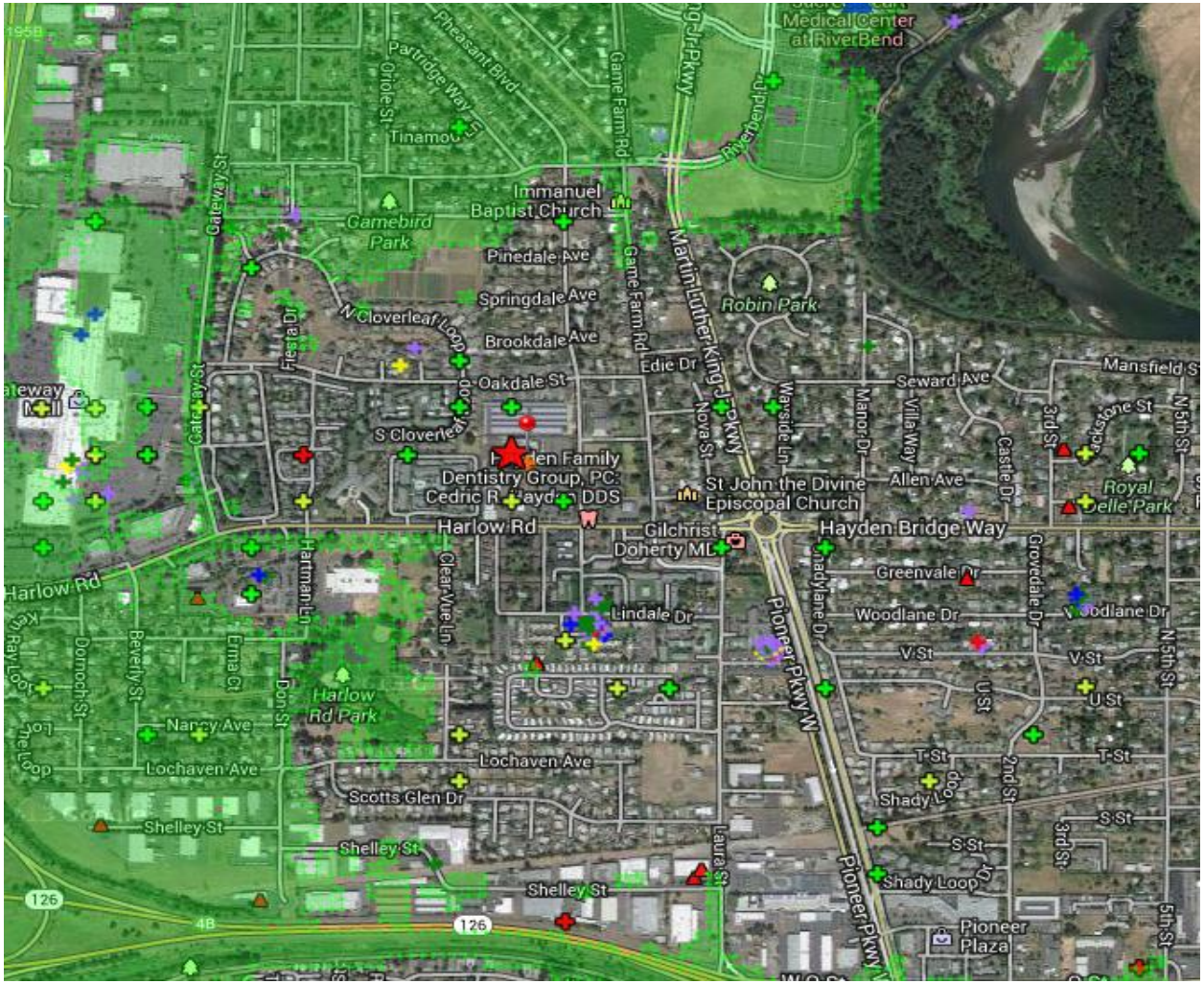
Exhibit 1C – New 4G Service Coverage Map

Service Area AFTER new site addition @ 70' ft Tip Height : Insufficient Coverage

Exhibit 1D– Existing 3G Service Coverage Map

Acceptable Service Coverage
Service Coverage Gap
Proposed New Site
Existing Site

Exhibit 1E– Customer complaints and coverage issues



Poor In-bldg 100-m bin
Decile Score APR2013-SEP2013

- all others
- 1 - 4
- 4 - 7
- 7 - 11

Jan 1 to Dec 31, 2013

- Blocked Call
- Data - Can't Connect
- Data - Too Slow
- Dropped Call
- No Coverage
- Poor Voice Quality
- Spam

- Acceptable Service Coverage
- Service Coverage Gap
- Proposed New Site
- Existing Site

Alternative Tower Analysis

We have identified four potential Alternative towers for analysis, which follows;

1. **Exhibit 2A:** I-5 Hwy 126-Existing Verizon Wireless Monopole located at junction between I-5 and Hwy 126 {44.065370 / -123.046790}
2. **Exhibit 2B**: 1075 Shelly St, Springfield, OR. Existing Crown Castle Monopole {44.064676/ -123.043049}
3. **Exhibit 2C:** 3030 Gateway Loop, Springfield, OR – Existing T-Mobile Monopole {44.077222 / -123.0461944}
4. **Exhibit 2D**: 3365 Game Farm Rd, Springfield, OR. Monopole { 44.082631 / -123.031574}

All the above options were analyzed but none of them meet the coverage objectives. Because they are located in close proximity to existing AT&T sites. They will only provide overlapping redundant coverage and will not fill in our High Band coverage needs.

Please refer to **Exhibits 2A – 2D**.

Exhibit 2A– Existing 4G Service Coverage Map

(Ruled Out Candidates, Red Star & 3 Blue Triangles)

Exhibit 2A– 4G Coverage

As we have shown, **Too close to existing AT&T site** – overlapping coverage, will not fill in the coverage issue

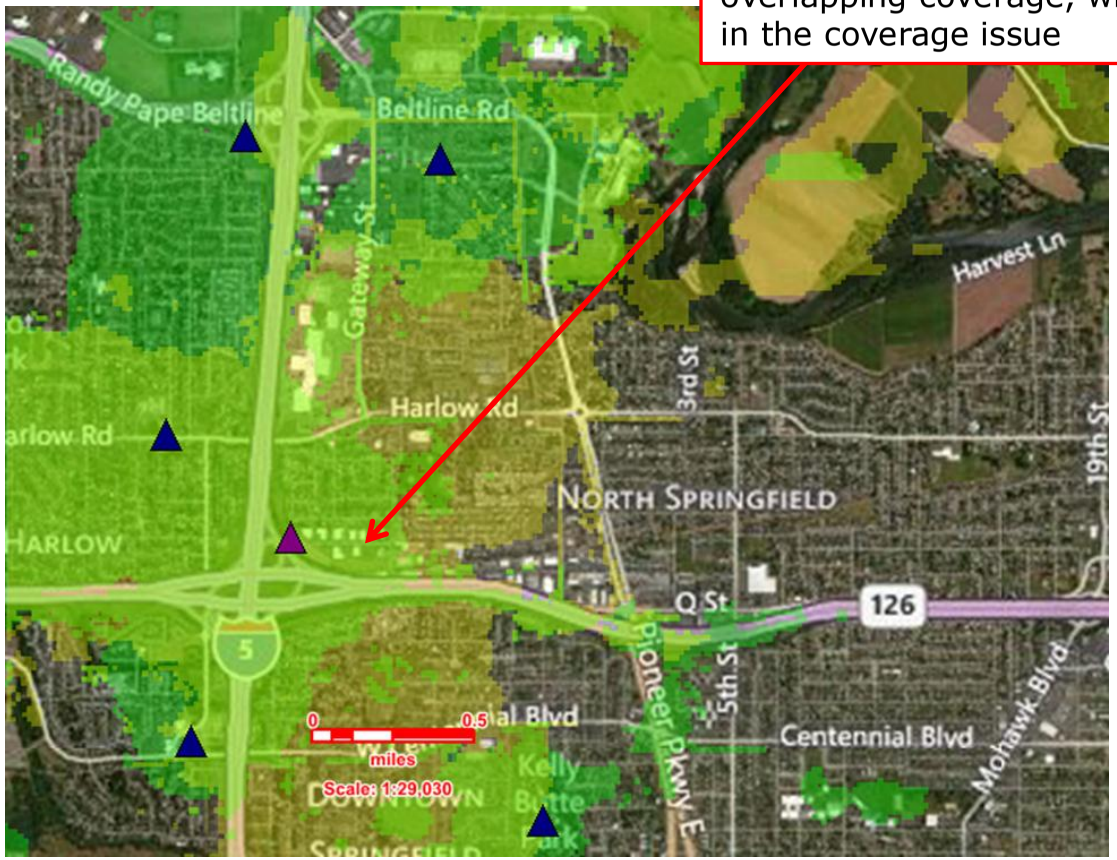
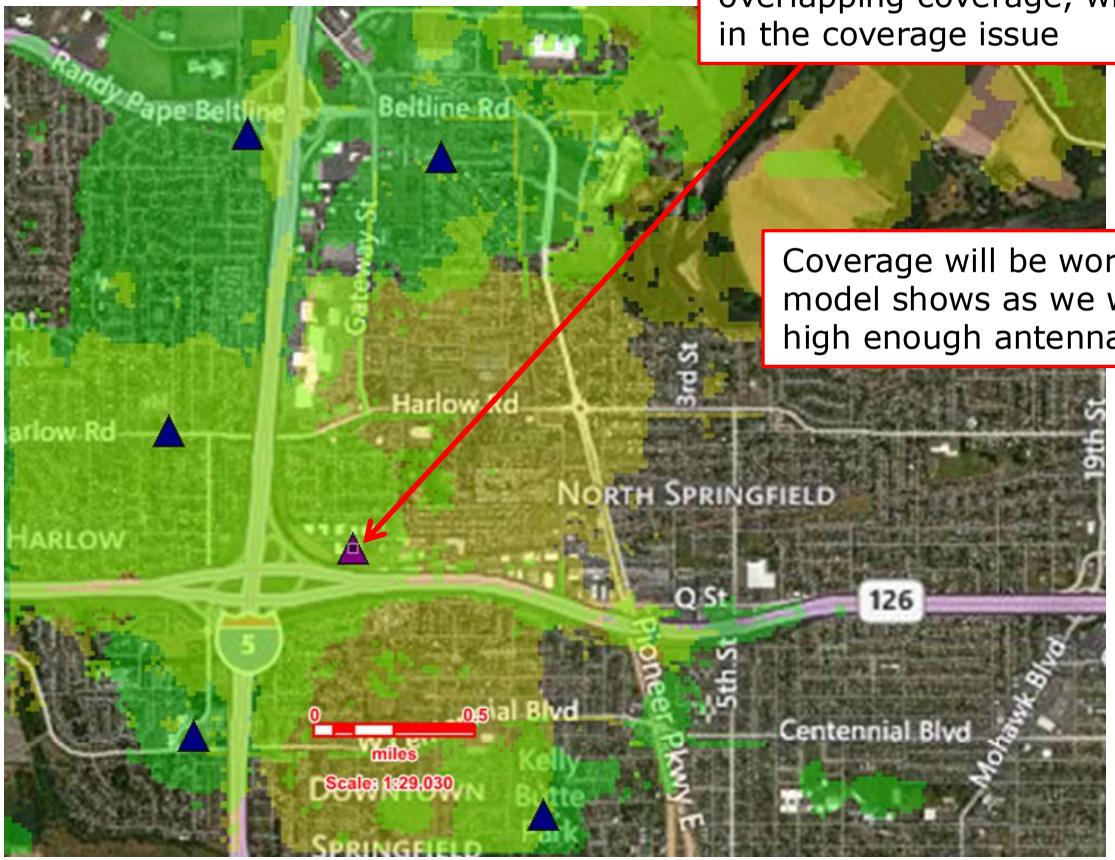


Exhibit 2B– Existing 4G Service Coverage Map

(Ruled Out Candidates, Red Star & 3 Blue Triangles)

Exhibit 2B– Coverage 4G

As we have shown, **Too close to existing AT&T site** – overlapping coverage, will not fill in the coverage issue



Coverage will be worse that this model shows as we will not get a high enough antenna position

Exhibit 2C– Existing 4G Service Coverage Map

(Ruled Out Candidates, Red Star & 3 Blue Triangles)

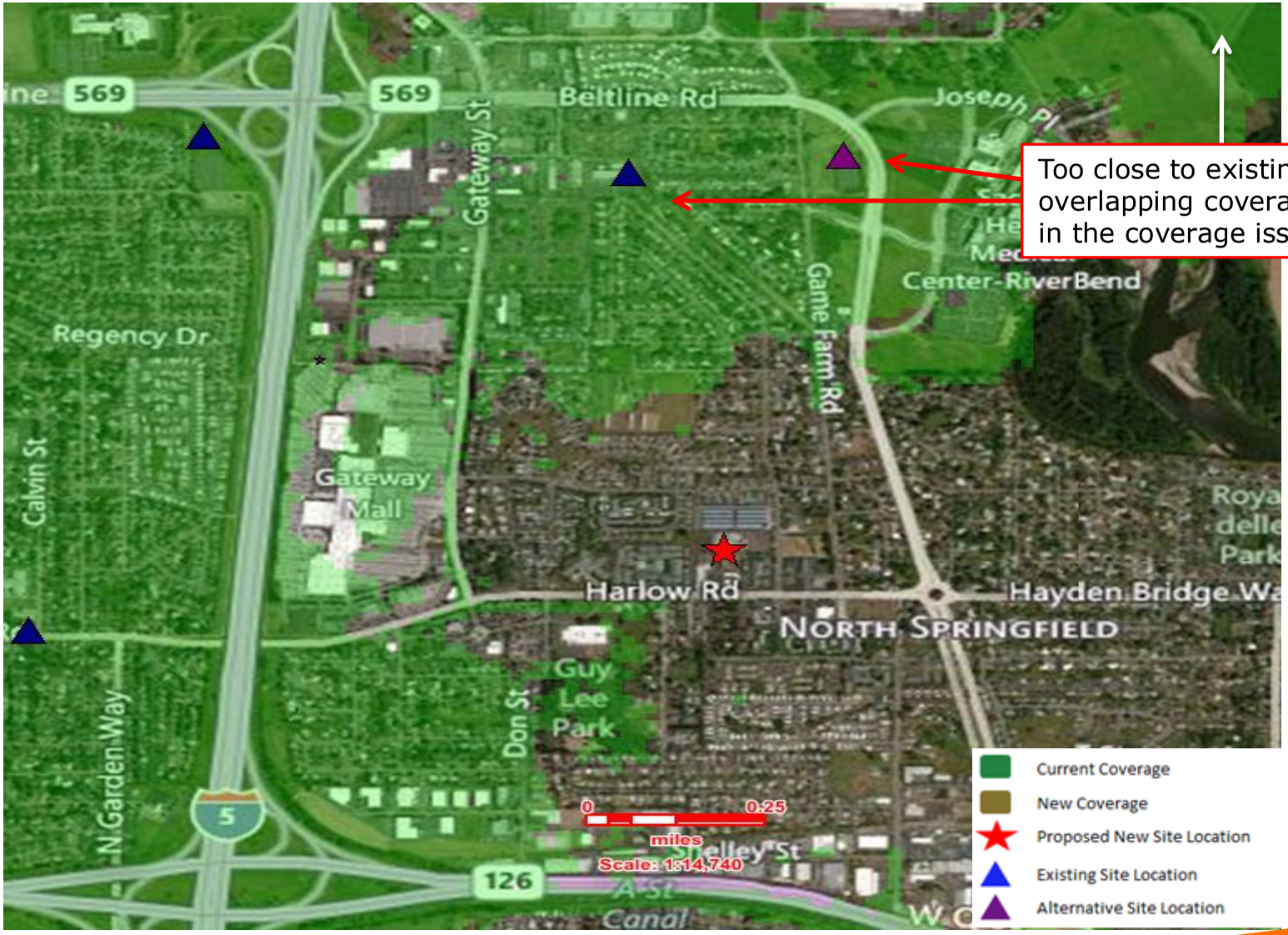
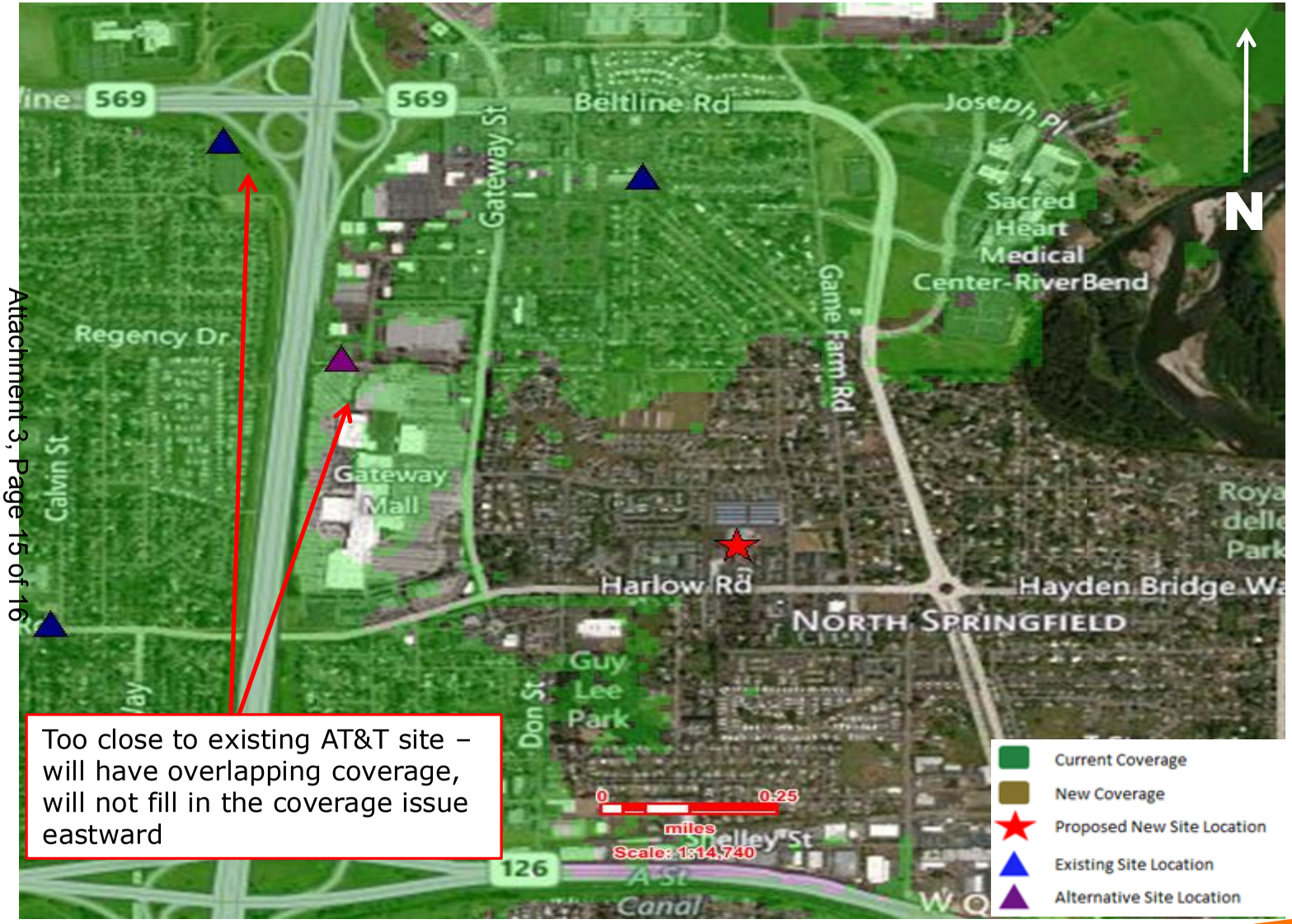


Exhibit 2C– Coverage 4G

WAY TOO CLOSE to existing AT&T site – overlapping coverage, will not fill in the coverage issue

Exhibit 2D– Existing 4G Service Coverage Map

(Ruled Out Candidates, Red Star & 3 Blue Triangles)



Too close to existing AT&T site – will have overlapping coverage, will not fill in the coverage issue eastward

Exhibit 2D– Coverage 4G

Too close to existing AT&T site – will have overlapping coverage, will not fill in the coverage issue eastward

EG34 Gateway Mall

RF Justification

Site Justification

AT&T is proposing a new site, EG34 in the city of Springfield, Oregon. This is a AT&T service area that has a significant 4G High Band service coverage gap as illustrated in **Exhibit 1A**. The Exhibit shows the proposed site (Red star) and nearest adjacent sites in Blue triangles. As can be seen, there is a large coverage gap in all areas not shaded in Green. It is important to clarify, that the area does have scattered 3G Low Band coverage today. This is shown in **Exhibit 1D**. However, due to capacity and user demand we need to enhance our service in the High Band spectrum that we have been authorized to use by the FCC. During times of high traffic demand or emergencies, wireless service will be degraded to all users due to congestion in our Low Band spectrum. In addition, our 3rd generation of wireless service will be obsoleted in the near future which will result in almost no wireless coverage in this vicinity. Therefore, preparation must be made now for 4G coverage

This gap determination was a result of a combination of customer complaints, service requests and RF design analysis as shown in **Exhibit 1E**. The service coverage improvement is targeted mostly along portion of Harlow Rd leading to the round about, intersecting with Martin Luther King Pkwy and also along portion of Pioneer Pkwy north of Hwy 126. This site will provide the coverage from Mallard Ave to 126 HWY and will cover the surrounding Residential areas and secondary streets. This still also improve the coverage to the Gateway mall.

Exhibit 1B, demonstrates the minimum acceptable expanded level of service that will be provided with the addition of the new proposed site with antenna Tip height at 120'. This is where an AT&T handset can be reliably used to make and receive telephone calls in the presence of varying signals. The site will serve in all newly shaded Green areas. The proposed antenna tip height of 120' ft. is the minimum required to achieve the coverage objective. Reducing antenna height will reduce the sites effectiveness and will make the proposed new facility ineffective as show in **Exhibit 1C** with antenna Tips at 70'. Notice the reduced coverage.

Whip antennas are typically not used by wireless carriers anymore. The radiated signal is omnidirectional and they provide no capacity relief. Therefore, sites are now sectored using directional arrays where overall site capacity is immensely increased. Repeaters and microcells also do not have the ability to handle capacity and their coverage area is limited due to lower powered transmitters associated with them.

Exhibit 1A – Existing 4G Service Coverage Map

Service Area BEFORE site addition

- Acceptable Service Coverage
- Service Coverage Gap
- Proposed New Site
- Existing Site

Exhibit 1B – New 4G Service Coverage Map

Service Area AFTER new site addition – 120' Tip Height

- Acceptable Service Coverage
- Service Coverage Gap
- Proposed New Site
- Existing Site

Exhibit 1C – New 4G Service Coverage Map

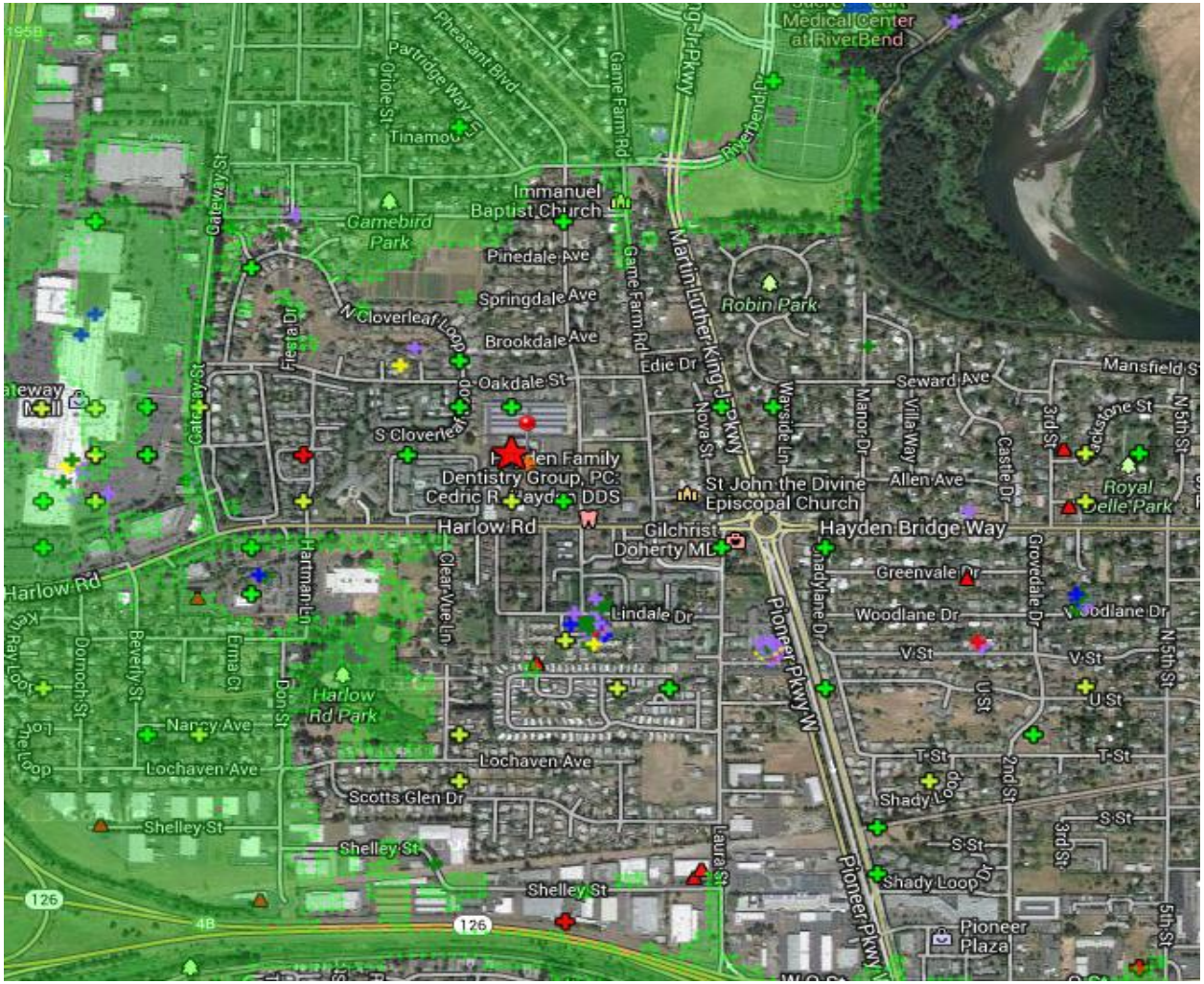
Service Area AFTER new site addition @ 70' ft Tip Height : Insufficient Coverage

- Acceptable Service Coverage
- Service Coverage Gap
- Proposed New Site
- Existing Site

Exhibit 1D– Existing 3G Service Coverage Map

Acceptable Service Coverage
Service Coverage Gap
Proposed New Site
Existing Site

Exhibit 1E– Customer complaints and coverage issues



Poor In-bldg 100-m bin
Decile Score APR2013-SEP2013

- all others
- 1 - 4
- 4 - 7
- 7 - 11

Jan 1 to Dec 31, 2013

- Blocked Call
- Data - Can't Connect
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Please refer to **Exhibits 2A – 2D**.

Exhibit 2A– Existing 4G Service Coverage Map

(Ruled Out Candidates, Red Star & 3 Blue Triangles)

Exhibit 2A– 4G Coverage

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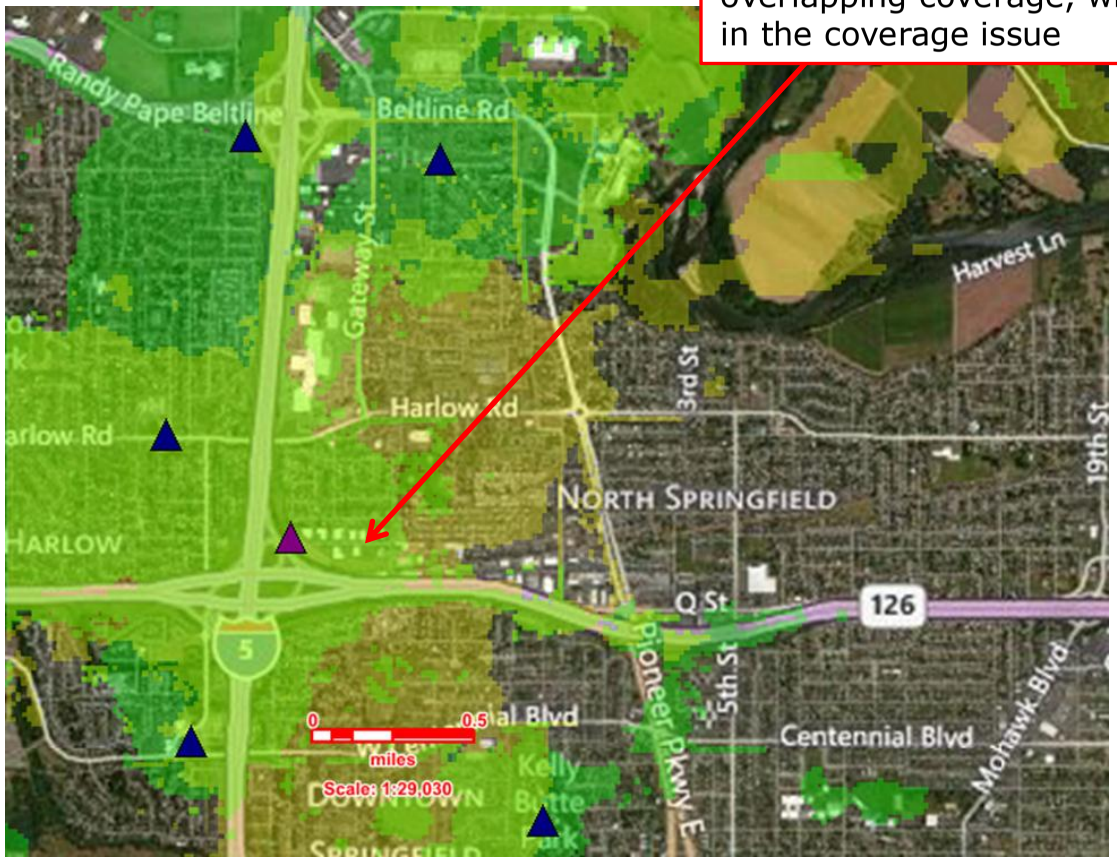

Exhibit 2B– Existing 4G Service Coverage Map

(Ruled Out Candidates, Red Star & 3 Blue Triangles)

Exhibit 2B– Coverage 4G

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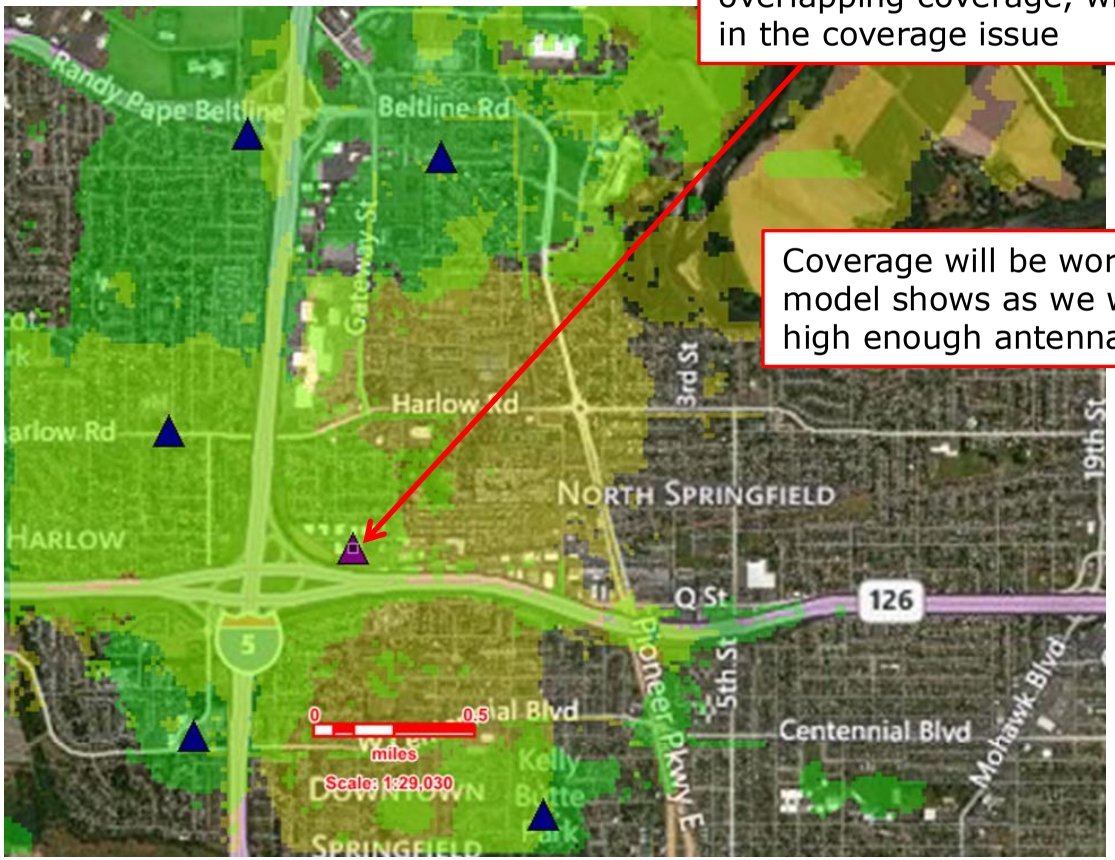


Coverage will be worse that this model shows as we will not get a high enough antenna position

Exhibit 2C– Existing 4G Service Coverage Map

(Ruled Out Candidates, Red Star & 3 Blue Triangles)

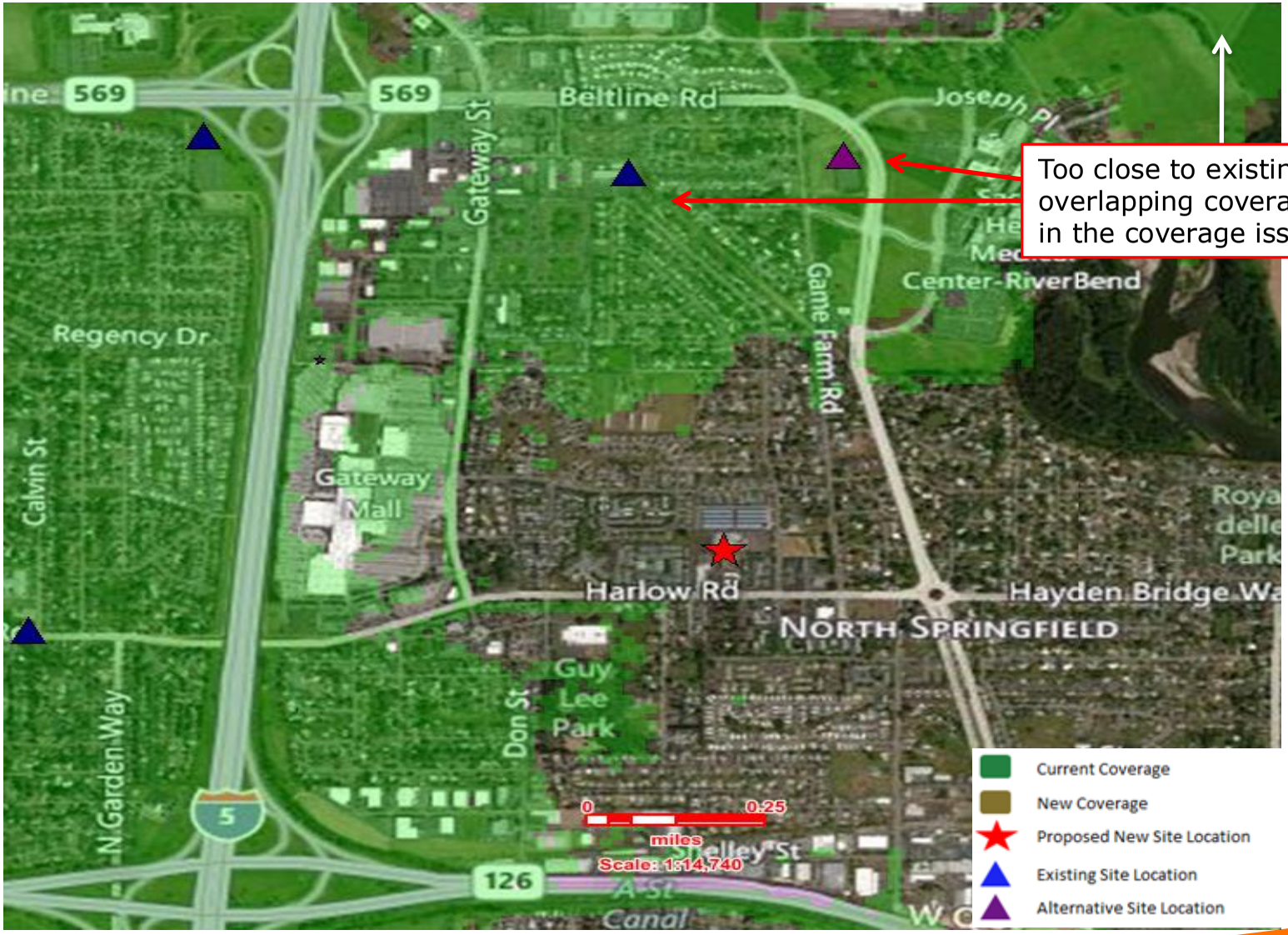
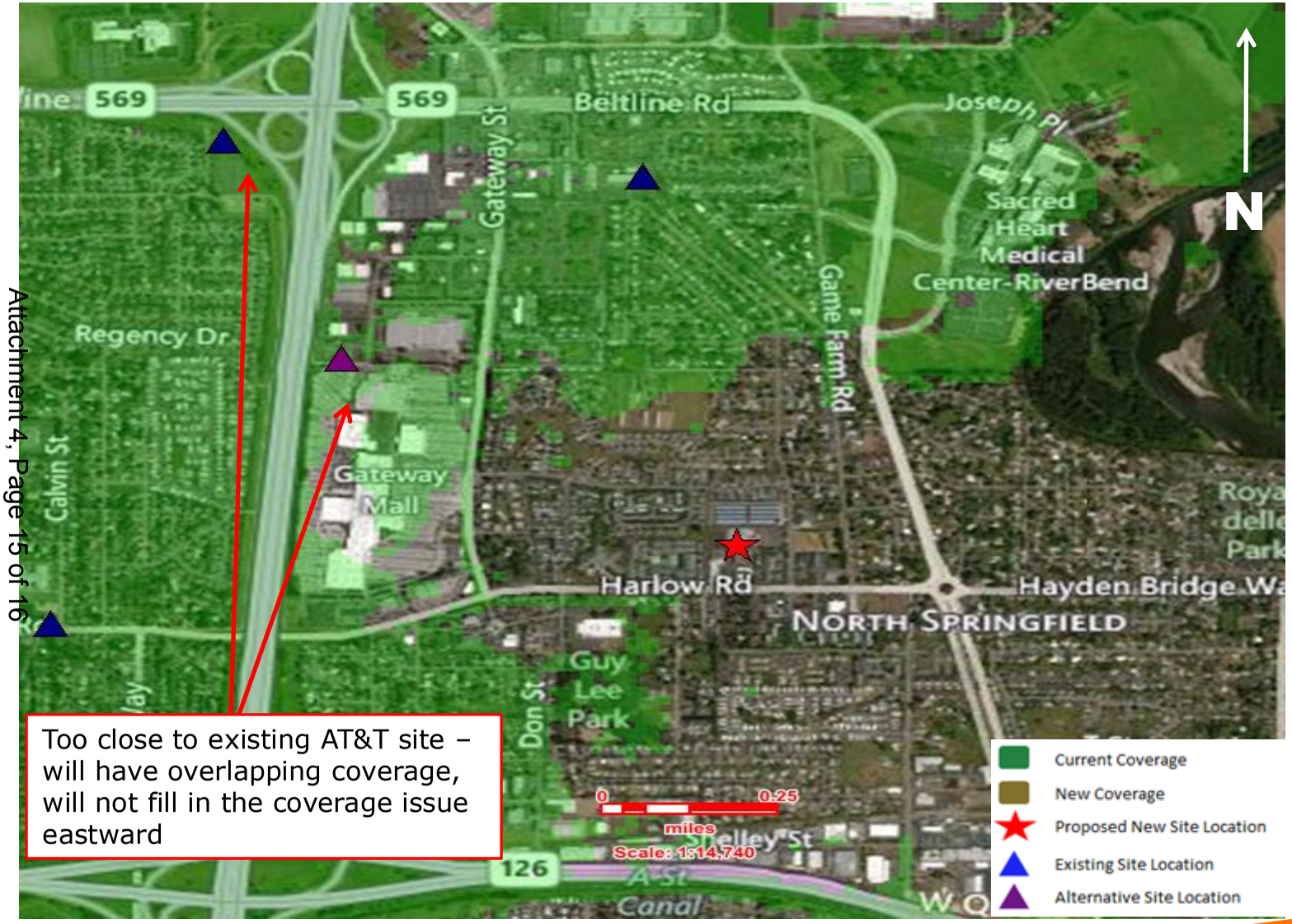


Exhibit 2C– Coverage 4G

WAY TOO CLOSE to existing AT&T site – overlapping coverage, will not fill in the coverage issue

Exhibit 2D– Existing 4G Service Coverage Map

(Ruled Out Candidates, Red Star & 3 Blue Triangles)



Too close to existing AT&T site – will have overlapping coverage, will not fill in the coverage issue eastward

Exhibit 2D– Coverage 4G

Too close to existing AT&T site – will have overlapping coverage, will not fill in the coverage issue eastward

AGENDA ITEM SUMMARY		
	Meeting Date:	3/19/2014
	Meeting Type:	Regular Meeting
	Staff Contact/Dept.:	Mark Metzger/DPW
	Staff Phone No:	541-726-3775
	Estimated Time:	30 Minutes
S P R I N G F I E L D PLANNING COMMISSION	**Council Goals:**	Mandate

ITEM TITLE:	ESTABLISHMENT OF THE WILLAMETTE RIVER GREENWAY SETBACK LINE FOR PROPERTY IN GLENWOOD
ACTION REQUESTED:	Conduct a joint public hearing with the Springfield Hearings Official and approve, approve with modifications or deny a request to establish the Willamette River Greenway Setback Line on property owned by Wildish land Company in Glenwood.
ISSUE STATEMENT:	Wildish Land Company has submitted a request to establish the Willamette River Greenway Setback Line for property it owns in Glenwood. The standards for establishing the Greenway Setback are found in SDC Section 3.3-325. Tax lot 2800 is outside the city limits, requiring the Hearings Official's participation. The same standards for establishing the setback will be applied by the Hearings Official as the Commission.
ATTACHMENTS:	1. Staff Report and Recommendation 2. *"Report on the Establishment of a Draft Willamette River Greenway Setback Line… Glenwood;"* Salix Associates, 2004 3. Applicant's Statement and Application 4. *"Wildish Land Co. Natural Resources Inventory;"* Brian Meiering, Schirmer/Satre, December 2013.

DISCUSSION:

Wildish Land Company proposes to establish the Greenway Setback Line on properties it owns in Glenwood. The applicant proposes to draw the setback line "at the upland extent of the riparian vegetation (Riparian Edge, or ten feet 10') from top of bank, which ever is greater." Wildish commissioned an environmental inventory of the site (Attachment 4), employing a wildlife biologist to address key standards found in SDC Section 3.3-325 for setback establishment. The applicant has submitted a statement (Attachment 3) responding to each of the standards in Section 3.3-325.

In 2004, Salix Associates, an environmental consultancy, was contracted to recommend a Greenway Setback Line for Glenwood based on the standards found in SDC 3.3-325. The Salix report (Attachment 2) includes a series of aerial photos with the recommended setback line drawn in. Photos 14-20 are applicable to the Wildish property. The setback recommended by Salix for the Wildish site is consistent with the setback proposed by the applicant.

In addition to protecting scenic values and habitat along the Willamette, the Greenway Setback is intended to allow appropriate public access based on the designated uses approved for the site. The Wildish properties are designated for employment uses by the 1999 Glenwood Refinement Plan. The applicant has dedicated a 20-wide strip of land along the river for a multi-use path as part of an annexation agreement which will allow for public access to the river.

The Staff Report and Recommendation (Attachment 1), includes findings which support approval of the proposed Willamette River Greenway Setback Line as submitted.

Type III Willamette Greenway Setback Determination, Without Development
Staff Report and Recommendation

Project Name: Wildish Greenway Setback Determination

File No.: TYP314-00001

Applicant: James Wildish, Wildish Land Company

Applicant's Representative: Law Office of Bill Kloos

Subject Properties: A largely vacant 46 acre site composed of six lots. The lots located between Franklin Blvd. (McVay Hwy) and the Willamette River. Tax lot 2800 is separated from the remaining five lots by a trailer park.

Subject Properties				
Map Number	Taxlot	Acres	Zoning	Glenwood Refinement Plan (1999)
18-03-02-20	2800*	5.96	GO	C, C/I MU
	3000	.16	LMI	C, C/I MU
	3100	4.94	LMI	LMI
	3200	23.72	LMI	LMI
	3300	1.13	LMI	LMI
18-03-02-32	3800	10.04	LMI	LMI

*Tax lot 2800 has not been annexed to the city. The remaining taxlots were annexed in 2009.

GO= General Office LMI= Light-Medium Industrial
C= Commercial, C/I MU= Commercial/Industrial Mixed Use

Applicant's Proposed Setback: "The applicant proposes to draw the setback line at the upland extent of the riparian vegetation (Riparian Edge, or ten feet 10') from top of bank, which ever is greater[1]." The proposed line is depicted in the annotated aerial photo derived from the applicant's "Figure 8[2]" which depicts the setback line defined above.

Date of Application: January 24, 2014

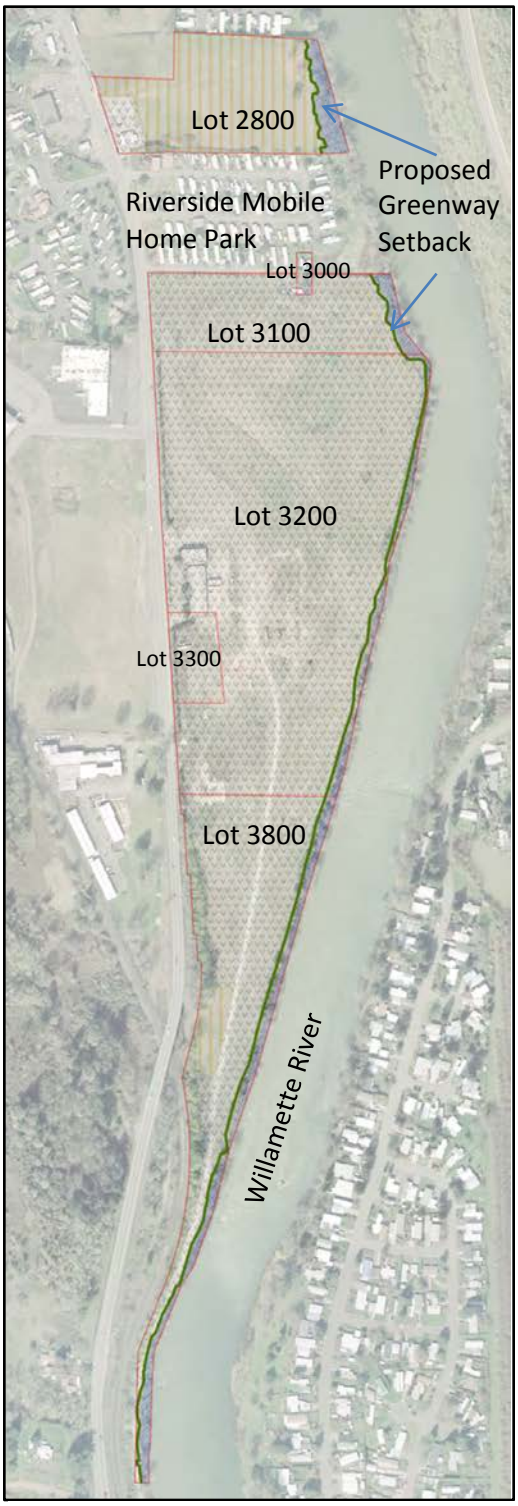


Figure 1. Aerial photo with proposed Willamette Greenway Setback shown.

[1] Written Statement of the Applicant submitted by the Law Office of Bill Kloos, January 22, 2014, page 2.
[2] Figure 8, Wildish Land Co. Natural Resources Inventory, Schirmer/Satre Group, Appendix 1.

Date of Hearing: March 19, 2014

I. Executive Summary

The applicant proposes to "draw the setback line at the upland extent of the riparian vegetation (Riparian Edge, or ten feet 10') from top of bank, which ever is greater[3]." This application is intended to establish the Willamette Greenway Setback Line within the boundaries of the subject property prior to development. The applicable standard which apply to the alignment of the Greenway Setback Line for the subject properties focus on allowing appropriate recreational access, minimalization of vandalism and tresspass, protection and enhancement of the riparian fringe and protection of significant fish and wildlife habitat.

The subject site is highly disturbed, with a broad plain of compacted gravel and soils that support non-native grasses and forbs. What riparian fringe that exists along the river is very narrow. The applicant indicates the width of the riparian vegetation ranges between 20 and 90 feet with a 10-foot minimum setback from top-of-bank. The applicant's proposed setback line protects the existing vegetation, but does little to enhance the existing vegetation as required by standard F. The Glenwood Refinement Plan and the Metro Plan each have policies calling for enhancement of the vegetated fringe along the river <u>at the time of development</u>.

The applicant employed a wildlife and fisheries biologist to walk the site and to develop a natural resources inventory and report for the subject properties. The biologist's report found that the site has minimal habitat value, particularly for supporting listed species known to be found within a two mile radius. The report made specific findings regarding the presence of the pond turtle and habitat supportive of the turtle, concluding that the subject properties are not viable turtle habitat.

The proposed Greenway Setback line provides minimal protection to the existing narrow band of vegetation along the river. The established development setback of 75-feet for riparian protection and enhancement that will not be altered or negated by the proposed greenway setback line. Prior action by the applicant to dedicate a 20-foot wide strip of land for a multi-use path within the 75-foot riparian setback allows for appropriate access to the river by the public in the context of the planned employment development of the subject properties.

In 2004, the City contracted with Salix Associates, an environmental consultancy, to conduct an analysis of the Glenwood riverfront using the standards found in SDC Section 3.3-325 for establishing the Greenway Setback Line. The Salix report produced a descriptive inventory of the flora and fauna along the riverfront and included a series of aerial photos with a recommended Greenway Boundary drawn in. Aerial Photos 13-20 from the Salix Study address the Wildish properties. The applicant's proposed Willamette Greenway Setback Line is consistent with the setback recommended by Salix. The proposed sestback is found by staff to be consistent with the standards for establishing the setback.

II. Site Context:

The subject property includes multiple tax lots on two non-contiguous parcels owned by the applicants, Wildish Land Co. and Eugene Allen Corp., which are affiliated companies. The subject properties can be identified as the larger undeveloped lots located north and south of the Riverside Mobile Home Court,

[3] Written Statement of the Applicant submitted by the Law Office of Bill Kloos, January 22, 2014, page 2.

with Franklin Blvd/McVay Hwy forming the western boundary, and the Willamette River forming the eastern boundary. An aerial photo with the subject properties highlighted in blue are attached as Applicant's Exhibit A.

The subject property is within Springfield's Urban Growth Boundary. The northern portion of the subject property (tax lot 2800) is not within the city limits, but the larger southern portion (tax lots, 3100, 3200, 3300 and 3800) have been annexed into the city.

Collectively, the subject property consists of approximately 46 acres, all of which are predominantly vacant. This includes a 5.96 acre tax lot on the north side of the Riverside Mobile Home Court, and five tax lots totaling 40.35 acres south of the mobile home park.

Figure 2. This photo shows landscape features that are typical of the site. In the foreground is a broad compacted gravel field with a narrow band of vegetation along the Willamette River (located just beyond the trees).

Tax lot 2800, which is north of the Riverside Mobile Home Court, is zoned "General Office," while the remainder of the subject property, south of the mobile home park, is zoned Light Medium Industrial ("LMI"). See Applicant's Exhibit B, Zoning Map Detail. The property is also subject to the City's Willamette Greenway

Overlay District and the Floodplain Overlay District. Portions of the subject property are within the floodplain, and only a small sliver of the subject property is within the FEMA-mapped floodway. See Applicant's Exhibit C, FEMA letter of map revision and accompanying maps.

Figure 3. This photo illustrates how narrow the width of the vegetated fringe is along some segments of the riverbank. <u>This photo is not typical</u>. The width of the vegetation ranges between 20 and 90 feet, with the average being about 45 feet. This photo was taken on Tax lot 3800 near the southern end of the subject area.

The current physical condition of the subject property is described in more detail in the Natural Resources Inventory: Historic and Current Conditions prepared by the Schirmer/Satre Group and included in the applicant's submittal.

In general, the subject property is vacant. The northern portion of the subject property (tax lot 2800) is a cleared grassy lot that has received a

significant amount of fill material over the years, with a strip of trees and riparian vegetation near the river. The larger southern portion of the subject property (tax lots 3000, 3100, 3200, 3300 and 3800) was historically used as a gravel processing site. The site is now predominantly an open graveled lot, with the exception of an office/shop building that is not currently in active use. Tractor trailers and heavy equipment are stored on site at times.

This southern portion also has a narrow band of riparian vegetation along the river's edge, dominated by cottonwood and willow with some interspersed Douglas fir, blackberry, ivy and other plants. The riverbank is characterized by steep slopes, and the river current at this location is quite swift. The Natural Resources Inventory provides photos of the site and additional detail.

III. Procedural Criteria:

Section 3.3-315 of the Springfield Development Code (SDC) states that development proposals within the Willamette Greenway Boundary shall be reviewed as a Discretionary Use procedure. SDC Section 5.9-115 states that Discretionary Uses are to be processed as a Type III review procedure that comes before the Planning Commission for sites within the city limits or the Lane County Hearings Official for those sites outside of the city limits but within the Springfield Urban Growth Boundary (UGB).

Type III processing steps are described in 5.1-135 and 5.9-115. The following processing steps are required:

1. The Director must determine that the application is complete.
2. Newspaper notice must be provided and mailed notice to property owners and occupants within 300 feet of the project area.
3. The Director shall distribute the application to the Development Review Committee or the Historical Commission for comments, where applicable.
4. Notice shall be given to the Oregon Department of Transportation by forwarding a copy of the application by certified mail, return receipt requested. Notice of final City action shall also be provided to the Oregon Department of Transportation.

Procedural Findings and Conclusion

Finding #1. Notice was sent to participants in the Development Review Committee and a meeting was held on February 11, 2014 to review issues of compliance of the proposal with applicable development policies and standards. No comments were received from the Development Review Committee.

Finding #2. Staff issued a letter affirming the completeness of the submission for processing the Discretionary Use application on February 5, 2014.

Finding #3. Mailed notice was sent to affected property owners and occupants within 300-feet of the project on February 20, 2014 as attested by affidavit. The mailing allowed more than the required 20-day notice and complied with the content requirements for Type III public hearings listed in SDC Section 5.2-115 (A).

Finding #4. Published notice of the hearing appeared in the Register Guard on February 18, 2014. The published notice complied with the content requirements for Type III public hearings listed in SDC Section 5.2-115 (B).

Finding #5. The project area does not fall within the Springfield Historical District and as such the proposal does not warrant Design Review Committee review.

Finding #6. Notice of the proposed setback line was forwarded to Savannah Crawford at the Oregon Department of Transportation on February 11, 2014 as required by SDC 5.1-135.

Conclusion

The procedural requirements detailed in SDC Section 5.9-115, SDC Section 5.2-115 (A) and (B) and SDC 5.1-135 have been followed.

IV. Review Criteria and Findings:

No development is proposed as part of this application to establish the Greenway Setback Line. The standards for establishing the Greenway Setback Line and are found in SDC Section 3.3-325. These standards are shown below.

Willamette Greenway Setback Standards (SDC 3.3-325)

"…The location of the Greenway Setback Line shall be determined consistent with the following standards derived from Section C.3 of the Willamette River Greenway Goal 15:

> ***A.*** *Local, regional and State recreational needs shall be provided for consistent with the carrying capacity of the land. The possibility that public recreation use might disturb adjacent property shall be considered and minimized to the greatest extent possible.*
>
> ***B.*** *Adequate public access to the river shall be provided.*
>
> ***C.*** *Significant fish and wildlife habitats shall be protected.*
>
> ***D.*** *Identified scenic qualities and view-points shall be preserved.*
>
> ***E.*** *The maintenance of public safety and protection of public and private property, especially from vandalism and trespass shall be provided for, to the maximum extent practicable.*
>
> ***F.*** *The natural vegetative fringe along the river shall be enhanced and protected to the maximum extent practicable.*
>
> ***G.*** *The location of known aggregate deposits shall be considered. Aggregate extraction may be permitted outside the Greenway Setback Area subject to compliance with State law, the underlying zoning district and conditions of approval designed to minimize adverse effects on water quality, fish and wildlife, vegetation, bank stabilization, stream flow, visual quality, quiet and safety and to guarantee reclamation.*

H. *Developments shall be directed away from the river to the greatest possible degree; provided, however, lands committed to urban uses shall be permitted to continue as urban uses, including port, public, industrial, commercial and residential uses, uses pertaining to navigational requirements, water and land access needs and related facilities."*

"A. Local, regional and State recreational needs shall be provided for consistent with the carrying capacity of the land. The possibility that public recreation use might disturb adjacent property shall be considered and minimized to the greatest extent possible."

Applicant's Statement: *The applicable functional plan for recreation in this area is the "Willamalane Park and Recreation Comprehensive Plan," (hereinafter the "Willamalane Parks Plan") which was adopted by the Willamalane Board of Directors on Oct. 10, 2012 and was subsequently adopted as an element of the Metro Area General Plan by Springfield (Ord. No. 6303 (Nov., 4, 2013) and Lane County (Ord. No. PA 1302 (Oct. 5, 2013).*

The portion of the Willamalane Parks Plan that is most relevant to the current proposal deals with the creation of a riverfront linear park. The Highlights and Improvements section in Chapter 3 provides:

- *Actions 4.13 and 4.14, Glenwood Riverfront Linear Park A and B: As the Glenwood area is redeveloped, Willamalane has an opportunity to work with public and private partners to develop a riverfront linear park and multiuse path, and expand the popular Willamette River path system. Section A (Action 4.13) would travel from the Viaduct Path underneath the I-5 bridge, east to the Springfield Bridge; Section B (Action 4.14) would travel from the Springfield Bridge south to Seavey Loop Road.*

  The proposed linear park will include multiuse paths, picnic areas, and river overlooks, and will be a significant regional recreation and river overlooks, and will be a significant regional recreation and alternative transportation resource. The park will also expand recreation opportunities for Glenwood area residents, who currently have limited access to close-to-home parks.

In addition, the Strategies and Actions section in Chapter 4 includes a map showing a planned multi-use path along the riverfront of the subject properties. Willamalane Parks Plan, Map 2. That map includes two symbols over the subject property, with the numbers 4.14 and 4.24. These numbers correspond to planned actions, as described in tables. Action 4.14 is described in this table as: "Glenwood Riverfront Linear Park B. Work with partners to develop a riverfront linear park and multiuse path from the Springfield Bridge to Seavey Loop Road."

Action 4.24 is described as: "Glenwood to Dorris Ranch (Bridge). Work with partners to explore the feasibility of developing a bicycle and pedestrian bridge across the Willamette River, connecting the Glenwood Riverfront Linear Park B to Dorris Ranch and the Middle Fork Path."

When the portion of the subject property that is in the city was annexed in 2009, the annexation agreement included a provision that granted a 20-foot wide easement to the city for the purposes of establishing a bike path.

> *1.6.5 Upon annexation, APPLICANT shall dedicate a 20-foot wide public easement along the Willamette River riverfront within the 75 foot riparian setback sufficient for that portion of the Glenwood Riverfront Path required and depicted on the annexing property in the Glenwood*

Refinement Plan, the Willamalane Comprehensive Plan and TransPlan. It is the City's intent to acquire the right of way for the Glenwood Riverfront Path from the Applicant and other property owners abutting the river at time of annexations. The Applicant will not be required to pay for the construction of the bike path on the Glenwood Riverfront Path. It is the City's intent to locate the path as close to the river as is feasible, consistent with topography and requirements of the Clean Water Act and other land use and environmental restrictions and requirements so as not to unduly impede APPLICANT's ability to use the land within the riparian setback for uses permitted therein.

For the northern portion of the subject property (tax lot 2800), the city has not obtained any property rights for the public path. This will likely be negotiated in the context of annexation or redevelopment of this area, as anticipated by the quoted text above. The establishment of a Greenway setback is a necessary first step before that development process can unfold. This application for determination of the Greenway Setback will bring the city one step closer towards being in a position to implement these policies from the Willamalane Parks Plan.

Several functional and refinement plans also reference the multi-use trail along the south bank of the Willamette River. TransPlan (July 2002) identifies a South Bank Trail to run from I-5 to the Springfield Bridge, but not any farther upstream. The Glenwood Refinement Plan shows, at page 53, a "Proposed Off-Street Path" as a continuation of the path shown in the TransPlan.

In regard to tax lot 2800, which has not been annexed, the public access rights will need to be obtained through purchase or voluntary donation, as part of future annexation proceeding or as part of a subsequent development review process. In a similar application for a Willamette Greenway Setback determination for a property downstream of the subject property, the Hearings Official noted "The best time to provide for the bike path is when development is proposed for the subject property." A copy of that Hearings Official's decision is attached hereto as Exhibit D. There is some flexibility in the ultimate location of the path, as the Glenwood Refinement Plan states that the path diagram is a conceptual alignment. See Glenwood Refinement Plan 54. Because the property will remain within the Willamette Greenway Overlay District after the Willamette Greenway Setback Line is established, development proposals for the property will be subject to Discretionary Use procedures (SDC 5.9-100) and Site Plan Review (SDC 5.17-100). See SDC 3.3-315. Those procedures will ensure the city has ample opportunity to secure the public rights for a riverfront trail in the context of a redevelopment application.

In regard to the larger southern portion of the subject property, the applicant has already agreed to convey a 20-foot easement for a riverfront path. In summary, the requested determination of the Greenway Setback is consistent with these relevant plan policies that pertain to recreation.

In addition, this approval standard directs the city to consider and minimize the possibility that public recreation might disturb adjacent property. Currently, there is some public recreation that occurs on the river (rafting, fishing) but, given the current use of the subject property includes operation and parking of heavy trucks and equipment, no public access is afforded to the subject property. Establishing the Greenway Setback line will not change the existing situation in regard to public recreation on and adjacent to the subject property.

Staff Findings:

Finding #7. Tax lots 2800 and 3000 are designated "Commerical /Industrial Mixed Use in the Glenwood Refinement Plan that was adopted in 1999. The remaining lots south of the Riverside Mobile Home Court are designated Light Medium Industrial. The 2013 Glenwood Riverfront Plan designates the subject properties "Employment Mixed Use." At this writing, the Glenwood Riverfront Plan is under appeal and as such 1999 plan designations are the ones in force at this time. Under both plans, the planned use of the land is for employment uses and not recreational use.

Finding #8. The Willamalane Park and Recreation District provides park services for the City of Springfield. This includes park planning and development. The 2012 Willamalane Park and Recreation Plan lists current and planned park facilities for the Springfield area.

Finding #9. The 2012 Willamalane Park and Recreation Comprehensive Plan indicates that no community or regional parks are planned within the subject area. The Plan calls for three neighborhood parks to be developed in the Glenwood area. Projects 1.24, 1.25 and 1.26 are neighborhood parks planned for residential areas in Glenwood. Each of these will be located outside of the subject area as shown on Map 2-1 of the Willamalane Plan.

Finding #10. The 2012 Willamalane Comprehensive Plan calls for the development of the Glenwood Riverfront Linear Park (Project 4.14) and the associated Glenwood to Dorris Ranch Bridge (Project 4.24) along the eastern edge of the subject property near the river. Project 4.14 is a continuation of the multi-use path planned for Glenwood. Project 4.14 will extend from the Springfield Bridge to Seavey Loop Rd (See Figure 3.). Project 4.24 would link the Glenwood path to the Middle Fork Path which terminates across the river at Dorris Ranch Park.

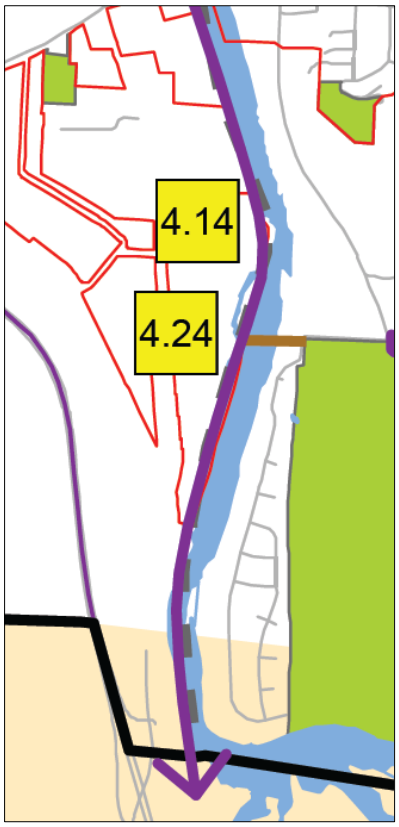


Figure 3. Projects 4.14 and 4.24 are shown above on this excerpt from Map 2-4 of the 2012 Willamalane Comprehensive Plan.

Finding #11. The Willamalane Plan explains that linear parks and trails are intended to preserve open space and provide opportunities for trail-oriented activities, such as walking, running, bicycling, skating, etc. Typically, linear parks are developed within a 20-foot easement or dedicated right-of-way that is secured through negotiation with property owners. The Willamalane Plan indicates that facility design will be "sensitive to issues such as privacy, security, and property rights when planning and developing linear parks and pathways" (Strategies A.53 and A.54 Willamalane Comprehensive Plan, page 45).

Finding #12. SDC Section 4.3-115 (A.)(1.) states, "Along all watercourses shown on the WQLW Map with average annual stream flow greater than 1,000 cubic feet per second (CFS), the riparian area boundary shall be 75 feet landward from the top of the bank. Existing native vegetative ground cover and trees shall be preserved, conserved, and maintained between the ordinary low water line and the top of bank and 75 feet landward from the top of bank." The standard effectively establishes a 75-foot

development setback from the top-of-bank for the Willamette River. This development setback allows for construction of multi-use paths and some stormwater treatment facilities within the setback boundary. The applicant's properties are subject to this setback.

It should be noted that the 75-foot setback was established to accomplish water quality and resource protection goals. The Greenway Setback Line is different from this water quality/resource setback. The Greenway Setback is intended to accomplish broader goals including recreation and access.

Finding #13. The applicant dedicated a strip land for the Glenwood Riverfront Linear Park (Project 4.14) as part of a 2009 annexation agreement for the southern properties (Tax lots 3100, 3200, 3300 and 3800). The strip is 20-feet wide and is located within the 75-foot riparian setback along the river as mentioned in Finding #12. A similar negotiation to acquire land for the path will likely accompany any future annexation of tax lot 2800.

Finding #14. Establishment of the Willamette Greenway Setback line "at the upland extent of the riparian vegetation (Riparian Edge), or ten feet 10' from top of bank, which ever is greater," as proposed by the applicant would not interfere with establishment of the multi-use path planned for location on the subject properties. The narrow corridor required for the path should not negatively impact development of the subject properties.

Conclusion: Willamalane has planned for parks of various types to serve the Glenwood area. The subject properties are planned for development of employment uses, i.e. industrial and some office uses and not for parks. That said, a multi-use path is planned for placement along the Willamette River which impacts the applicant's properties. The applicant has already dedicated land for path across the majority of its properties. The recreational needs of the Springfield area and for Glenwood in particular have been planned or provided for. That portion of the recreational plan that affects the subject properties will not be affected by the proposed delineation of the Greenway Setback Line.

The location of the Greenway Setback Line proposed by the applicant is consistent with this standard.

"B. Adequate public access to the river shall be provided."

Applicant's Statement*: Currently, the subject property is predominantly vacant. Public access is not granted to or across the subject property. As the Glenwood Refinement Plan implementing strategy 4.5 notes, the Greenway Goal protects existing uses. Consequently, the existing level of public access to the river is consistent with the Goal and this standard. The question of what type of public access is "adequate" in this particular setting is answered in part by long-range planning documents, such as the Metro Plan, the Glenwood Refinement Plan, and the Willamalane Parks Plan. As noted above, several refinement plans indicate that a public multi-use path is planned to eventually run along this bank of the Willamette River. The precise location of this path has not been established, nor have all of the necessary easements been acquired for it. The steep bank and swift current in this area will present challenges for direct public access to the river. However, as noted above, the larger southern portion of the subject property has already dedicated a 20-foot wide public easement for the purpose of establishing this path in the future.*

In regard to the tax lot 2800, which has not granted a public easement for the path, any significant development on that part of the property will likely require annexation, followed by Discretionary Use

and Site Plan Review. This will provide the City with the opportunity to consider acquiring public access along the river.

As discussed above, establishment of the proposed Willamette Greenway Setback Line is a necessary prerequisite for future redevelopment. The application process for future development will provide an opportunity to ensure that public access to the river is either maintained or increased from the status quo, consistent with the Metro Plan and applicable parks and transportation plans.

Staff Findings:

Finding #15. As mentioned in Finding #13, the applicant has dedicated a 20-foot wide easement within the established 75-foot riparian setback for the construction of a multi-use path. The path will provide visual access to the river for cyclists and pedestrians. It is likely that as future streets and businesses are developed in the area, pedestrian connections from these developments will link to the path.

Finding #16. The public currently has direct access to the river at Island Park and along the Middle Fork Path. In addition, there are boat launches at the eastern most end of Island Park, and at D Street, near where Island Park meets Alton Baker Park.

Finding #17. The established plan designations for the subject properties intend the subject properties to be developed for employment uses. Public recreation is not the primary use. The multi-use path envisioned by the Willamalane Comprehensive Plan will provide an appropriate level of river access consistent with the adopted plan designations for the area.

Conclusion: The proposed Greenway Setback Boundary is consistent with this standard.

"C. Significant fish and wildlife habitats shall be protected."

Applicant's Statement: *The Glenwood Refinement Plan, at page 39, recognizes that there are no significant fish or wildlife habitat areas identified within the Glenwood portion of the Willamette River Greenway. This conclusion is confirmed on page 4 of the Site Inventory, which explains:*

> *"Current records obtained from Oregon Biodiversity Information Center (ORBIC) show no rare species known on the lots of interest, with the exception of fish species within the Willamette River."*

In addition, the Inventory concludes that Tax Lots 3000, 3100, 3200, 3800 and 3300 are poor habitat for all the species studied, including turtles. This Inventory concluded:

> *"Dominance of fill/earthwork on the site which has led to dense non-native grasses and forbs and a narrow riparian fringe with steep banks. Fill material and a lack of significant ponding water don't provide significant habitat for the turtle species listed. Despite the proximity to other significant turtle use, there is only one insignificant (0.5 acres) portion within the southern part of lot 3800 which could be utilized by nesting turtles (e.g. a nest could physically be excavated). This area has no documented turtle use and is unlikely to support nesting turtles because it is an isolated feature. The velocity of waters and steep, linear nature of the banks along these lots is*

not conducive as a stopping point for species (such as pond turtles) which utilize slow moving water.(Site Inventory, page 12-13)."

The Inventory observed a somewhat different set of habitat and physical conditions on Tax Lot 2800, but found this area to be similarly lacking in overall habitat values, with the exception of the Riparian Edge that is proposed to be included in the Greenway setback. The Inventory explains:

> *"While Lot 2800 may exhibit characteristics of fair habitat for the nesting life stage of both turtle species listed in Table 2, the lack of documented evidence of turtle use, lack of ponding water, presence of imported fill material, velocity of the river, isolated nature of the lot and surrounding urban uses negate this habitat value beyond the proposed setbacks (Figure 8).*
>
> *Although the soils within lot 2800 do not appear to be as disturbed as the remainder of the Study Area and provide the basic habitat characteristics necessary for nesting turtles, the site contains 2-6 feet of imported fill material, is isolated between two mobile home parks and bordered on the west by a major road. Therefore, unlike habitat elsewhere where turtle use is known, this site is unlikely to encounter nesting individuals.*
>
> *The Riparian Fringe along lot 2800 (between the top of bank/riparian vegetation and the river) is expected to provide benefits such as refugia for different life stages of fish during high water and allow some cooling value during the hotter months which also benefits different life stages of the listed salmonids. The proposed location of the Greenway Setback would retain these values. Some of the more mature cottonwoods within the Riparian Edge may have potential use by Townsend's big-eared bats and/or Purple martins although this is unlikely. (Site Inventory, page 13)."*

"The proposed setback area would conserve all of the existing riparian vegetation. Because this proposal protects all of the riparian vegetation on the subject property, it affords the greatest degree of protection for fish and wildlife habitat, even though that habitat is not considered significant."

Staff Findings:

This photo is taken from the Wildish Natural Resources Inventory Report that was prepared by Schirmer/Satre Group for the applicant. The photo captures the aggregate extraction that took place on the subject site. The photo is courtesy of the Wildish Land Company.

Finding #18. The subject properties are heavily disturbed. Past aggregate extraction and related activities have degraded the habitat value of the site. There is a narrow vegetated fringe adjacent to the river. The proposed Greenway Setback Line protects that existing fringe. The photos in Figures 2 and 3 illustrate the minimal habitat value and narrow vegetated fringe found on the subject site.

Finding #19. The Glenwood Refinement Plan (1999), speaking of Glenwood portion of the Greenway, states, "No significant fish or wildlife habitat areas have been identified to date." The Glenwood Refinement Plan was originally developed and adopted by the City of Eugene. The Glenwood Plan was adopted as a Springfield document for administrative purposes in 1999, when planning authority for Glenwood was transferred from Eugene to Springfield.

Finding #20. In 2002, The Willamette River was included on Springfield's Map of Water Quality Limited Watercourses as part of Springfield's response to the Federal Clean Water Act. In addition, in 2005, the Springfield Natural Resources Study listed the Willamette River as a "locally significant" riparian corridor under Statewide Planning Goal 5. A program for protecting the Willamette River was developed as part of Springfield's response to the Federal Clean Water Act, and to Goal 5. The adopted protections include a 75-foot development setback from the top-of-bank.[4]

Finding #21. The applicant cites records obtained from Oregon Biodiversity Information Center (ORBIC) which show no rare species are known to inhabit the subject lots, with the exception of fish species within the adjacent Willamette River. ORBIC is an authoritative resource, but the data provided does not affirm categorically that there are no sensitive or threatened species inhabiting the subject sites. The database captures reported occurrences of various species.

Finding #22. Table 2 (below) from the Wildish Land Co. Natural Resources Inventory lists the species known to occur within two miles of the subject site. The information was part of the ORBIC data provided by the applicant.

Finding #23. The applicant hired Schirmer/Satre Group used a qualified staff biologist[5] to walk the subject sites and evaluate the existing habitat. The Schirmer/Satre report states, "Several site visits were made between November 27th and Late December 2013. The entireties (un-built) of all of the lots were walked to establish boundaries and allocate different habitat types…"[6]

The on-the-ground survey conducted by Schirmer/Satre, coupled with the report provided by ORBIC lends confidence to the information provided by the applicant.

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[4] Springfield Development Code Section 4.3-115 A (1).

[5] The Wildish Land Co. Natural Resources Inventory was prepared by Brian Meiering of Schirmer Satre Group. He is a professional wildlife biologist with 15 years' experience working for the Oregon Department of Fish and Wildlife, the Bureau of Land Management and the US Forest Service. His experience includes both fisheries and wildlife management. He is qualified to evaluate regulatory compliance regarding aquatic and terrestrial environments.

[6] Wildish Land Co. Natural Resources Inventory, 2.2 Field Methodology, page 6.

Table 2 Rare Species of Fish and Wildlife Known to Occur Within 2 Miles of the Study Area.

Common Name	Scientific Name	Category	Federal Status	State Status	Habitat Requirements
Bull trout (Willamette SMU)	Salvelinus confluentus	Vertebrate Animal	LT	SC	Clean and cold water. Connectivity and complexity (USFWS 2010 [online]
Chinook salmon (Upper Willamette River ESU, spring run)	Oncorhynchus tshawytscha	Vertebrate Animal	LT	SC	Variable due to multiple life stage requirements. Use large river systems to access appropriate spawning. Necessitate access from sea to spawning areas.
Oregon chub	Oregonichthys crameri	Vertebrate Animal	LT	SC	Slow moving, relatively warmer water in off channel habitat (Bangs, 2013)
Painted turtle	Chrysemys picta	Vertebrate Animal		SC	Slow moving aquatic habitats with basking areas. Nesting typically on sparsely vegetated areas.
Purple martin	Progne subis	Vertebrate Animal	SOC	SC	Open areas, more often near water in colonies
Townsend's big-eared bat	Corynorhinus townsendii	Vertebrate Animal	SOC	SC	Roosts in caves, cliffs, under bridges
Western pond turtle	Actinemys marmorata	Vertebrate Animal	SOC	SC	Slow moving aquatic habitats. Nesting with basking areas typically on sparsely vegetated south and flat facing slopes. Soils for nesting can be compact.

LE: Listed Endangered; LT: Listed Threatened; SC: Sensitive Critical; SOC: Species of Concern. Oregon Biodiversity Information Center December 2013.

Finding #24. Section 4.2.1 of the Schirmer/Satre report states: *"Lots 3000, 3100, 3200, 3800 and 3300 were considered poor habitat for all species within Table 2. This determination resulted from;*

1) Dominance of fill/earthwork on the site which has led to dense non-native grasses and forbs and a narrow riparian fringe with steep banks. Fill material and a lack of significant ponding water don't provide significant habitat for the turtle species listed. Despite the proximity to other significant turtle use, there is only one insignificant (0.5 acres) portion within the southern part of lot 3800 which could be utilized by nesting turtles (e.g. a nest could physically be excavated).This area has no

documented turtle use and is unlikely to support nesting turtles because it is an isolated feature. The velocity of waters and steep, linear nature of the banks along these lots is not conducive as a stopping point for species (such as pond turtles) which utilize slow moving water.

2) These lots don't currently maintain significant trees, cliffs, caves or bridges which could be utilized by Townsend's big-eared bats or Purple Martins. These lots don't maintain significant riparian forest capable of cooling waters or providing resting areas or cover for the cold water aquatic species listed in Table 2.

3) These lots don't provide any backwaters conducive to Oregon Chub and turtle use.

While Lot 2800 may exhibit characteristics of fair habitat for the nesting life stage of both turtle species listed in Table 2, the lack of documented evidence of turtle use, lack of ponding water, presence of imported fill material, velocity of the river, isolated nature of the lot and surrounding urban uses negate this habitat value beyond the proposed setbacks (Figure 8).

Although the soils within lot 2800 do not appear to be as disturbed as the remainder of the Study Area and provide the basic habitat characteristics necessary for nesting turtles, the site contains 2-6 feet of imported fill material, is isolated between two mobile home parks and bordered on the west by a major road. Therefore, unlike habitat elsewhere where turtle use is known, this site is unlikely to encounter nesting individuals.

The Riparian Fringe along lot 2800 (between the top of bank/riparian vegetation and the river) is expected to provide benefits such as refugia for different life stages of fish during high water and allow some cooling value during the hotter months which also benefits different life stages of the listed salmonids. The proposed location of the Greenway Setback would retain these values.
Some of the more mature cottonwoods within the Riparian Edge may have potential use by Townsend's big-eared bats and/or Purple martins although this is unlikely.

Finding #25. The Schirmer/Satre Group report is consistent with the findings of Mike Shippey and Chad Hoffman of Coyote Creek Ecological Services, in Eugene. Shippey and Hoffman prepared a similar report[7] for the purpose of establishing the Greenway Setback for a 10-acre property located immediately north of the subject site (north of Tax lot 2800). This report is included in the applicant's submittal and was part of the record submitted for the establishment of the Greenway Setback Line for the Shamrock Village Mobile Home Park in 2012 (File No. TYP312-00003).

Finding #26. In 2004, the City of Springfield commissioned Salix Associates, an environmental consultancy, to recommend a Greenway Setback Line for the Glenwood riverfront. When completed, the recommended setback was not adopted, but not for lack of the report's credibility. Political considerations left the report on the shelf.

The Salix Associates report[8] addressed the standards for establishing the Greenway Setback in Glenwood. In doing so, the report included a series of aerial photographs showing their recommended Greenway Setback alignment hand-drawn on the photos. The Salix report (page 4) states, "*We have*

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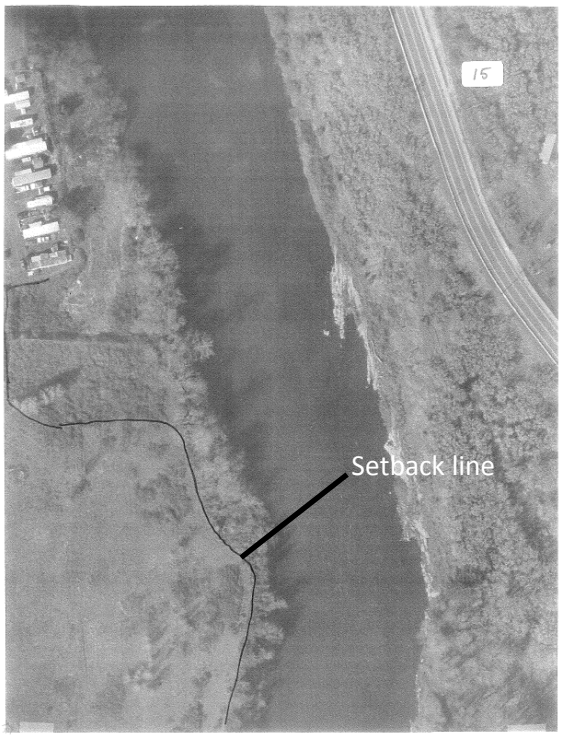
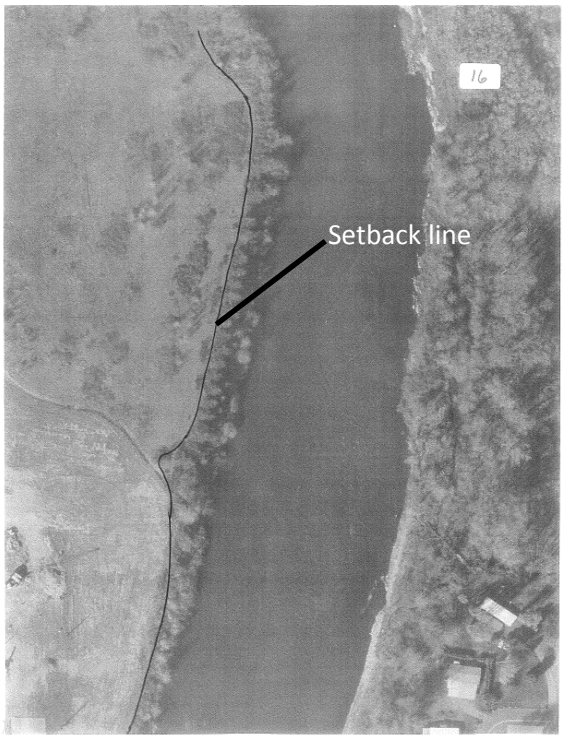
[7] *Site Inventory of Natural Resources, Shamrock Village Mobile Home Park,* Coyote Ecological Services, August 2008, page 7.
[8] *Report on Establishment of a Draft Willamette River Greenway Setback Line on the South and West Sides of the Willamette River, Glenwood (Springfield), Oregon*; Salix Associates, November 23, 2004.

made a draft delineation of our best interpretation of the location of the GSL [Greenway Setback Line] within the study area, based on Springfield's Development Code guidelines. It is included here as Attachment C, Photos 1-21."

Photos 14-20 of the Salix report pertain to the Wildish properties. The recommended boundaries for the Greenway Setback Line closely follow the riparian fringe along the river, similar to the line proposed by the applicant. The Salix Associates report is attached to the Agenda Item Statement (AIS) as Attachment 2 and is incorporated into this record by reference.

Photos 15 and 16 below are from the 2004 Salix Associates Greenway Setback study showing the recommended setback for portions of tax lots 3100 and 3200. The recommended Salix setback line closely follows the visible vegetative fringe along the river.





Finding #27. The Glenwood Refinement Plan (1999) identifies the Willamette River as a natural asset and discusses the vegetative fringe along the Willamette (pages 87-90). Environmental Design Element Policy 1. of the Plan (page 89) states: *"The City shall **review development proposals** within the Willamette River Greenway to ensure that all greenway criteria are met and, in particular, to ensure that there is provision of adequate access to and along the river; **protection and enhancement of the natural vegetative fringe along the river**; and assurances that the development has adequate buffering, setbacks, and is compatible with greenway concerns."* The policy is focused on protection and enhancement of the vegetative fringe at the time of development. No development is proposed by this application. Enhancement of the narrow vegetative fringe for habitat and recreational values will be a required part of future development.

Finding #28. The Glenwood Refinement Plan references the Willamette Greenway Element of the Metro Plan. Policies D.5 and D.6 (Metro Plan page III-D-4.) are relevant to the proposed greenway setback and the role of future development in protecting and enhancing the natural and scenic values of the river. These policies state:

D.5 New development that locates along river corridors and waterways shall be limited to uses that are compatible with the natural, scenic, and environmental qualities of those water features.

D.6 New industrial development that locates along the Willamette and McKenzie Rivers shall enhance natural, scenic, and environmental qualities.

Policies D.5 and D.6 are tied to future development and not to the present establishment of the setback line.

Finding #29. The Springfield Natural Resources Study (2011) is Springfield's acknowledged Goal 5 inventory and protection program. Site WA/WB (Willamette River) provides a general description of the natural functions and values of the river. With respect to protecting the Willamette River within Springfield's planning jurisdiction, the following policy was adopted: *"Limit conflicting uses and employ low impact development practices when developing within 150 feet of the resource site. The Willamette River (WA/WB) is a water quality limited watercourse and is protected by a 75-foot development setback and site plan review standards described in SDC Section 4.3-115. No additional setbacks are necessary. The documented presence of a state and federally listed species requires coordination with the Oregon Department of Fish and Wildlife and appropriate federal agencies to determine what (if any) additional measures may be needed." (Springfield Natural Resources Study, page 297)*

The prescribed protection allows for development employing "low impact development" practices within 150-feet of the river. These practices are built into the stormwater best management practices that are part of the Springfield Development Code and the Engineering Design Standards and Procedures Manual. Protection of state and federal listed species that are listed will be coordinated with ODFW if and when occurrences of these species are confirmed within the subject property.

The standards for establishing the Greenway Setback are different that those used to establish the 75-foot development setback for Goal 5. The proposed setback line will not alter the existing 75-foot protection.

Conclusion: The subject properties are comprised largely of compacted gravel and fill. There is a narrow vegetative fringe along the Willamette which will be protected by the proposed alignment of the Greenway Setback Line. ORBIC and other authoritative natural resource databases have indicated that there are few state or federally listed terrestrial species known to live within a 2-mile radius of the site. A more careful ground survey and report by Brian Meiring of Schirmer/Satre confirmed that there is little habitat on the properties which would support the species identified in the ORBIC report.

The proposed setback line is generally consistent with the setback line recommended by Salix Associates in their 2004 report. Photos 14-20 of the Salix report show a setback line that closely hugs the vegetative fringe that can be seen in the photo. The applicant proposes to draw the setback line "at the upland extent of the riparian vegetation (Riparian Edge, or ten feet 10') from top of bank, which ever is greater[9]." Such an alignment for the Setback line is consistent with the Salix recommendation.

The proposed Greenway Setback Line does not alter or negate other existing protections for the Glenwood riverfront. The proposed setback and does not negate the habitat enhancement that will be

[9] Written Statement of the Applicant submitted by the Law Office of Bill Kloos, January 22, 2014, page 2.

required as development occurs. The proposed Greenway Setback is consistent with this standard in its protection of existing fish and wildlife habitat.

"D. Identified scenic qualities and view-points shall be preserved."

Applicant's Statement: *The Glenwood Refinement Plan, at page 39, recognizes that there are no identified scenic qualities or viewpoints within the Glenwood portion of the Willamette River Greenway.*

Although there are no identified scenic qualities or view-points on the property, the photos included in the Site Inventory reveal that the existing Riparian Edge assists in providing visual identification and definition to the river and riparian system as well as providing limited filtered views of the river from the site. See photo pages at page 39 – 61 of Site Inventory.

Staff Findings:

Finding #30. The Glenwood Refinement Plan (1999) states, "There are no significant scenic qualities or view points within the Glenwood portion of the Greenway." The Glenwood Refinement Plan was originally developed and adopted by the City of Eugene. The Glenwood Plan was adopted as a Springfield document for administrative purposes in 1999, when planning authority for Glenwood was transferred from Eugene to Springfield.

Finding #31. OAR 660-023-0230—Scenic Views and Sites, defines "scenic views and sites" as "lands that are valued for their aesthetic appearance." The rule goes on to state that "Local governments are not required to amend their comprehensive plans in order to identify scenic views and sites."

Finding #32. Springfield does not have an inventory of scenic views or sites. Scenic qualities are inherently associated with the Willamette River corridor, even in the Glenwood corridor. The proposed Greenway Setback Line will effectively protect scenic qualities and view-points along the river from future development, as will the permanent easement for the proposed Willamalane multi-use path. The proposed Greenway Setback Line provides for a continuous vegetative buffer between the path and the river, in order to protect scenic qualities associated with views from the river as well as to protect the scenic qualities and viewpoints within the river corridor itself. In addition, as noted in Findings #27 and #28, development will facilitate enhancement of the existing narrow vegetative fringe.

Conclusion: The proposed Greenway Setback is consistent with this standard.

"E. The maintenance of public safety and protection of public and private property, especially from vandalism and trespass shall be provided for, to the maximum extent practicable."

Applicant's Statement: *This standard does not appear to apply to the present application. The subject property is closed to the public, and that will remain the case following this Greenway Setback determination. Existing fences and gates adequately prevent trespass and avoid the safety concerns this standard appears to be focused on.*

Concerns for public safety and the protection of public and private property may arise as part of future development activity on the site, especially if a pedestrian/bike path is established. However, because that development will undergo Discretionary Use and Site Plan Review, public safety considerations will be invoked at that time.

Staff Findings:

Finding #33. Illegal trespass (camping) and vandalism are problems that occur on both sides of the Willamette River through the Glenwood area. This is particularly true of undeveloped areas along the river, including public parks and private property. The establishment of the proposed Greenway Setback Line is not likely to exacerbate the problem since the setback width is relatively narrow. Camping, vandalism and trespass are more likely to occur in locations that are secluded. An overly broad Greenway setback line could support undesirable activity by providing a large area that is isolated from public view and access.

Finding #34. The applicant has made efforts to secure the subject properties and will continue to do so. Future development of the area will likely reduce unwanted activity, displacing it to other areas where there is less visibility.

Conclusion: The proposed Greenway Setback Line will protect the vegetated fringe along the river without inviting unwanted trespass or other illegal activities which may occur in secluded areas. This standard is met.

"F. The natural vegetative fringe along the river shall be enhanced and protected to the maximum extent practicable."

Applicant's Statement: *In the context of this specific site, the applicant views this standard as the most substantive and crucial element for establishing the Greenway Setback line. This standard uses the term "natural vegetative fringe along the river," which the Site Inventory refers to as the "Riparian Edge," characterized by the presence of riparian vegetation such as cottonwood and willow species. See page 4 of the Site Inventory. See also page 10, section C, of the Site Inventory, which describes the Riparian Edge as:*

> *The area directly adjacent [to] the Willamette River dominated by riparian vegetation (including canopy edge) extending to the eastern lot lines. See Field Methodology (Section 4) for methods used to determine riparian vegetation dominance. Approximately 2 acres of the Study Area was mapped as this habitat type. Dominant vegetation within the Riparian Edge include Populus balsamifera, Fraxinus latifolia, Salix spp., Alnus rhombifolia, Cornus sericea, Acer macrophyllum, Robinia pseudoacacia, Spirea douglasii and Carex obnupta. The mean slope within the Riparian Edge was calculated to be 149% (0.67H:1V).*
>
> *The Riparian Edge, in particular the area between top of bank and the river, is the most significant fish and wildlife habitat type, provides the most significant scenic qualities and has been mapped to encompass the natural vegetative fringe within the Study Area.*

Figure 8 of the Site Inventory shows the extent of the Riparian Edge. It is this line, following the upland extent of the natural riparian vegetation, that the applicant proposes should be used to establish the Greenway setback.

For the northern parcel at tax lot 2800, where the existing riparian vegetation is most extensive, this setback would be approximately 90 feet wide at its widest. For the larger southern parcel, the width of the proposed setback averages about 20 feet wide, and is approximately 45 feet wide at its widest. Additionally, the proposal includes a minimum width for the Greenway Setback Line of ten feet (10'). This will provide an opportunity to enhance the natural vegetative fringe along the river in those areas

where vegetation is currently lacking or nonexistent. This minimum setback distance is consistent with previous Greenway Setback determinations. See, e.g., previous decisions contained in Exhibit D.

The proposed Willamette Greenway Setback Line will provide for the protection and enhancement of the natural vegetative fringe along the river.

Staff Findings:

Finding #35. The phrase "maximum extent practicable" in this standard is not defined in the Springfield Development Code or in the Oregon Administrative Rules for Goal 15, the Willamette River Greenway. Text drawn from Oregon Statewide Planning Goal 15 (F.3.b.) implies the term is intended to require a balancing of factors so that each of the identified Willamette Greenway criteria is met to the greatest extent possible without precluding the use approved under the applicable Comprehensive Plan designation and zoning. Planning Goal 15, Section F provides direction for implementing the Greenway Program. Section (F.3.b.) states:

> *"b. The review of intensification, changes of use and developments as authorized by the Comprehensive Plan and zoning ordinance to insure their compatibility with the Greenway statutes and to insure that the **best possible appearance**, landscaping and public access are provided. Such review shall include the following findings, that to the **greatest possible degree**:*
>
> > *(1) The intensification, change of use or development will provide the **maximum possible landscaped area**, open space or vegetation between the activity and the river;*
> >
> > *(2) Necessary public access will be provided to and along the river by appropriate legal means;"*

Finding #36. The applicant proposes to draw the setback line at the upland extent of the riparian vegetation (Riparian Edge, or ten feet 10') from **top of bank**, which ever is greater[10]." This is a minimal setback, however it does incorporate and protect the relatively narrow vegetated fringe that exists on the subject properties. The applicant's submittal states, "For the northern parcel at tax lot 2800, where the existing riparian vegetation is most extensive, this setback would be approximately 90 feet wide at its widest. For the larger southern parcel, the width of the proposed setback averages about 20 feet wide, and is approximately 45 feet wide at its widest. Additionally, the proposal includes a minimum width for the Greenway Setback Line of ten feet (10')[11]."

Finding #37. Section 6.110 of the Springfield Development Code defines "top-of-bank" as follows: *For a given watercourse, the top of bank is the same as the "bankfull stage." The "bankfull stage" is defined as the stage or elevation at which water overflows the natural banks of streams or other waters of the State and begins to inundate the upland.*

Finding #38. The proposed Greenway Setback Line will protect the existing vegetated fringe along the river. Past disturbance on the subject properties have created conditions within the interior of the site which provide little habitat. Outside of the setback, the land is largely composed of compacted fill and gravel. What vegetation that exists in the interior areas is mostly non-native grasses and forbs.

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[10] Written Statement of the Applicant submitted by the Law Office of Bill Kloos, January 22, 2014, page 2.

[11] Written Statement of the Applicant submitted by the Law Office of Bill Kloos, January 22, 2014, pages 9, 10.

Finding #39. No new development is proposed as part of this application. Future development will provide opportunities to enhance the habitat within the proposed greenway setback and within the required 75-foot riparian setback established by SDC Section 4.3-115 (A) (1). Current best practices for stormwater pretreatment make use of vegetated swales and other natural facilities to remove sediments and contaminants before stormwater is released to receiving streams and rivers. These natural treatment facilities can be built into the landscape within the 75-foot setback, creating enhanced habitat and making for a more aesthetically pleasing landscape.

Finding #40. As noted in Finding #27, the Glenwood Refinement Plan Environmental Design Policy 1. requires "protection and enhancement" of the vegetative fringe at the time of development.

Conclusion: The proposed Greenway Setback is consistent with this standard.

"G. The location of known aggregate deposits shall be considered. Aggregate extraction may be permitted outside the Greenway Setback Area subject to compliance with State law, the underlying zoning district and conditions of approval designed to minimize adverse effects on water quality, fish and wildlife, vegetation, bank stabilization, stream flow, visual quality, quiet and safety and to guarantee reclamation."

***Applicant's Statement**: In the past, much of this site involved aggregate extraction or processing. This site has been decommissioned as an aggregate processing facility, and has been reclaimed. The surface is largely composed of river rock fill. The Glenwood Refinement Plan states at page 39 that aggregate extraction is not anticipated in the area. In regard to the acknowledged Goal 5 inventory of aggregate resources, there are no aggregate resources within the Metro Plan UGB.*

Staff Findings:

Finding #41. The proposed Greenway Setback Line does not affect any properties currently in use for quarry or mine operations. The subject site has been mined for its aggregate resources and has been reclaimed. The site is designated for employment uses, primarily industrial development. No future mining is likely to be allowed in this urban setting.

Conclusion: This standard is met.

"H. Developments shall be directed away from the river to the greatest possible degree; provided, however, lands committed to urban uses shall be permitted to continue as urban uses, including port, public, industrial, commercial and residential uses, uses pertaining to navigational requirements, water and land access needs and related facilities."

***Applicant's Statement**: There is no development proposed with this application; therefore the standard is not presently applicable. Even after the Greenway Setback line is established, the subject property will still be subject to the Willamette Greenway Overlay District development standards, which, as noted above, invoke the Discretionary Use standards under SDC 5.9-120 and the Site Plan Review standards under SDC 5.17-100, as well as the SDC 3.3-325 standards invoked above for any change or intensification of use, or construction that has a significant visual impact. When development is ultimately proposed for the subject property, these procedures will ensure this standard is met.*

Staff Finding:

Finding #42. No development is proposed as part of this application. Future development will be guided by the Greenway Setback Line and by the established 75-foot riparian setback found in the Springfield Development Code (SDC 4.3-115 and 4.3-117)

Conclusion: This criterion does not apply.

V. Conclusion and Recommendation

The applicant proposes to "draw the setback line at the upland extent of the riparian vegetation (Riparian Edge, or ten feet 10') from top of bank, which ever is greater[12]." This application is intended to establish the Willamette Greenway Setback Line within the boundaries of the subject property prior to development. The applicable standard which apply to the alignment of the Greenway Setback lIne for the subject properties focus on appropriate recreational access, minimalization of vandalism and tresspass, protection and enhancement of the riparian fringe and protection of significant fish and wildlife habitat.

The subject site is highly disturbed, with a broad plain of compacted gravel and soils that support non-native grasses and forbs. What riparian fringe that exists along the river is very narrow. The applicant indicates the width of the protecting the riparian vegetation ranges between 20 and 90 feet with a 10-foot minimum setback from top-of-bank. The applicant's proposed setback line protects the existing vegetation, but does little to enhance the existing vegetation as required by SDC 3.3-325 (F). The Glenwood Refinement Plan and the Metro Plan each have policies calling for enhancement of the vegetated fringe along the river <u>at the time of development</u>.

The applicant employed a wildlife and fisheries biologist to walk the site and to develop a natural resources inventory and report for the subject properties. The biologist's report found that the site has minimal habitat value, particularly for supporting listed species known to be found within a two mile radius. The report made specific findings regarding the presence of the pond turtle and habitat supportive of the turtle, concluding that the subject properties are not viable turtle habitat.

The proposed Greenway Setback line provides minimal protection to the existing narrow band of vegetation along the river. The Wildish proposal is consistent with the alignment recommended by Salix Associates in their 2004 report to the City.

The established development setback of 75-feet for riparian protection and enhancement that will not be altered or negated by the proposed greenway setback line. Prior action by the applicant to dedicate a 20-foot wide strip of land for a multi-use path within the 75-foot riparian setback allows for appropriate access to the river by the public in the context of the planned employment development of the subject properties.

In 2004, the City contracted with Salix Associates, an environmental consultancy, to conduct an analysis of the Glenwood riverfront using the standards found in SDC Section 3.3-325 for establishing the Greenway Setback Line. The Salix report produced a descriptive inventory of the flora and fauna along the riverfront and included a series of aerial photos with a recommended Greenway Boundary drawn in.

[12] Written Statement of the Applicant submitted by the Law Office of Bill Kloos, January 22, 2014, page 2.

Aerial Photos 14-20 from the Salix Study address the Wildish properties. The applicant's proposed Willamette Greenway Setback Line is consistent with the setback recommended by Salix. The proposed sestback is found by staff to be consistent with the standards for establishing the setback.

Salix Associates 2525 Potter, Eugene, OR 97405 • 541.343.2364 • fax 541.341.1752

Report on Establishment of a Draft Willamette River Greenway Setback Line on the South and West Sides of the Willamette River, Glenwood (Springfield), Oregon

23 November 2004

Project Description

Salix Associates was requested by the City of Springfield to draft a Willamette River Greenway Setback Line (GSL) in the Glenwood area, between Springfield and Eugene, Oregon. The study area is the south and west bank of the Willamette River beginning at the I-5 freeway bridge, going east to the Franklin Boulevard Bridge (leading into Springfield), then south to the I-5 freeway Exit 189 interchange (Attachment A). The total linear distance of the study area is approximately 2.5 miles.

Study Area Description

The overall character of the Willamette River riparian habitat within the study area is a narrow, treed fringe along the river, dominated by black cottonwood (*Populus trichocarpa*), red alder (*Alnus rubra*), white alder (*Alnus rhombifolia*), bigleaf maple (*Acer macrophyllum*), Oregon ash (*Fraxinus latifolia*), Pacific willow (*Salix lucida* ssp. *lasiandra*, and other willow species) and Douglas-fir (*Pseudotsuga menziesii*) . The shrub layer varies from mostly non-native species such as Armenian blackberry (*Rubus armeniacus;* note that this species was misidentified for many years as Himalayan blackberry, *Rubus discolor*) and Scot's broom (*Cytisus scoparius*), to some smaller, native-dominated areas with snowberry (*Symphoricarpos albus*), osoberry (*Oemleria cerasiformis*), ninebark (*Physocarpus capitatus*), poison-oak (*Toxicodendron diversilobum*) and tall Oregongrape (*Berberis aquifolium*). Similarly, understories vary from weedy areas dominated by English ivy (*Hedera helix*), lower-growing Armenian blackberry and other non-native species, to a few, small, areas dominated with native species. A highly invasive grass, false brome (*Brachypodium sylvaticum*) also is becoming established in the area.

In the western half of the study area, vegetation generally reaches from the water line to the top of the bank and there is little vegetation beyond the top of bank. Natural, non-maintained vegetation does extend west of (beyond) the top of the bank in some places in the south half of the study area, particularly near the south end.

Methodology

Three large aerial photos (no date) of the project area were provided by the City of Springfield for this project. One small area was missing in a gap between photos. For that area (Photo 7), we used a photo from a previous set provided by the City for another project. The aerial photos and relevant documents were reviewed within the context of the criteria for establishing a GSL contained in Section 25.060 of the Springfield Development Code (Attachment B). For field mapping, we made 8 1/2 x 11 inch copies and attached a transparency to each. A draft GSL then was marked in red on the transparency during a field survey. We relied heavily on the aerial photos for inaccessible portions.

Establishment of the Draft GSL

The criteria from the code section referenced above are excerpted and addressed below. Some of the criteria are specific to the establishment of a GSL, while others are more vague, or address development issues that would occur when specific development applications are received for review.

1. *Local, regional and State recreational needs shall be provided for consistent with the carrying capacity of the land. The possibility that public recreation use might disturb adjacent property shall be considered and minimized to the greatest extent possible.*

This item does not seem to be directly related to establishment of a greenway setback line.

2. *Adequate public access to the river shall be provided.*

This item does not seem to be directly related to establishment of a greenway setback line.

3. *Significant fish and wildlife habitats shall be protected.*

In addition to juvenile Chinook salmon, native cutthroat trout also may use river shoreline areas in the study area (Adam Helfrich, river guide). These fish (and other native species) feed on insects that rely on diverse, native, shoreline vegetation and a functional riparian zone for part or all of their life cycles. The trees that are near the river also provide aquatic habitat if and when they fall into the river.

Birds such as bald eagles, osprey, great blue herons, green herons, belted kingfishers, common mergansers, mallards, raptors and passerines use the riparian area for hunting, fishing and gleaning. Some feed or rest while passing through riparian habitats, some stay seasonally to overwinter or as summer nesters, and some reside there year-round.

Terrestrial species such as Pacific tree and red-legged frogs, and occasionally western pond turtles and various salamander species, use riparian areas. Mammals such as mink, raccoon, skunk, and voles commonly use them. Animals that can fly or swim can access isolated patches of riparian habitat, whereas terrestrial animals may not be able to do so, or may be at risk crossing barriers (such as roads and the railroad). Riparian habitat that is connected both up and down river is especially valuable as it used by many more terrestrial species than isolated patches of habitat.

During previous draft GSL determinations and other work in the area, as well as this project, we have noted populations of tall larkspur (*Delphinium trolliifolium*), Pacific waterleaf (*Hydrophyllum tenuipes*), tall meadowrue (*Thalictrum polycarpum*), bleeding heart (*Dicentra formosa*), licorice fern (*Polypodium glycyrrhiza*), Leichtlin's camas (*Camassia leichtlinii*), clarkia (*Clarkia amoena*), rosy checkermallow (*Sidalcea virgata*) and other native, herbaceous, riparian vegetation species. Additionally, many native woody species have been observed, including Oregon white oak (*Quercus garryana*) – primarily near the southern end of the project area. Most of the remaining fragments of native habitats in the area have, however, been compromised by the invasion of English ivy, Armenian blackberry and a few other species of lesser impact, and they face a new threat from false brome.

4. *Identified scenic qualities and view-points shall be preserved.*

Views of riparian vegetation on both the west and south portions of the study area are prominent from the River, and for the following users/residents, and from the following locations:

A. automobile users view from I-5 and from local roads such as Franklin Boulevard (especially at the bridge into Springfield), Aspen Street, West D Street, and South 2nd Street
B. pedestrians and bicycle users from the Springfield side of the river view the vegetation in the west part of the study area from a very close perspective; the vegetation on the south side is somewhat less visible to pedestrians and cyclists from the Springfield side
C. residents and commercial users of adjacent and nearby property have regular views of vegetation of the study area
D. river users view up at the immediate fringe of riparian vegetation, which often screens out adjacent and nearby development

5. *The maintenance of public safety and protection of public and private property, especially from vandalism and trespass shall be provided for to the maximum extent practicable.*

Location of the GSL should have little or no bearing on vandalism or trespass, as it relates to the uses permitted adjacent to the river.

6. *The natural vegetative fringe along the river shall be enhanced and protected to the maximum extent practicable.*

The forested areas of the south portion of the project area are dominated by native trees (including Oregon white oak) and shrubs (including snowberry and poison-oaks). Herbaceous vegetation is dominated in a few areas by native species, which are most unique in the oak-associated habitats. Most areas are dominated by invasive exotics such as Armenian blackberry. Some areas have substantial human impact from camping and associated human waste.

7. *The location of known aggregate deposits shall be considered. Aggregate extraction may be permitted outside the Greenway Setback Area subject to compliance with State law, the underlying district and conditions of approval designed to minimize adverse effects on water quality, fish and wildlife, vegetation, bank stabilization, stream flow, visual quality, quiet and safety and to guarantee reclamation.*

The Metro Plan diagram does not show any aggregate deposits within the study area.

8. *Developments shall be directed away from the river to the greatest possible degree; provided, however, lands committed to urban uses shall be permitted to continue as urban uses, including port, public, industrial, commercial and residential uses, uses pertaining to navigational requirements, water and land access needs and related facilities.*

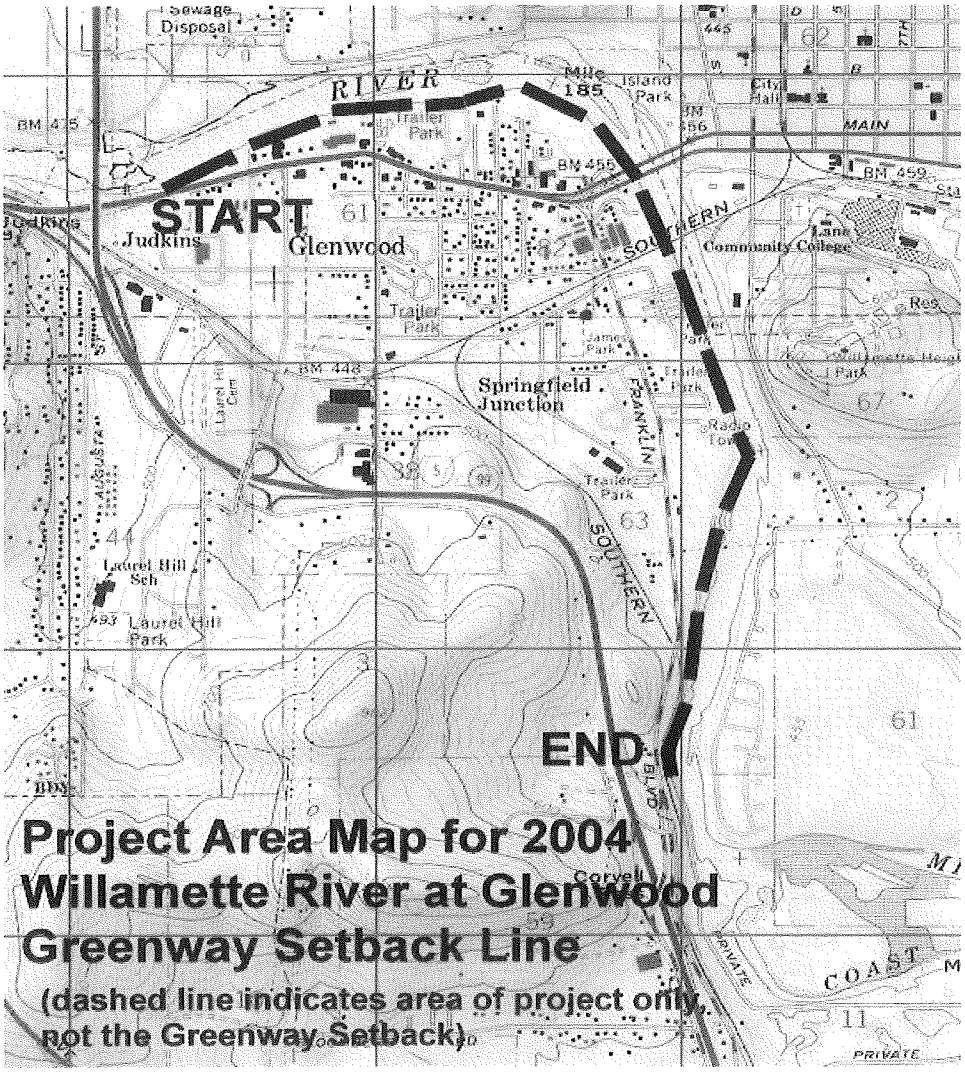
The designation of a GSL will contribute to the protection of native, woody vegetation along the river while development continues to occur on adjacent or nearby lands.

Recommendation

We have made a draft delineation of our best interpretation of the location of a GSL within the study area, based on the Springfield Development Code guidelines. It is included here as Attachment C, Photos 1 - 21.

ATTACHMENT A

GLENWOOD GREENWAY PROJECT AREA MAP



ATTACHMENT B

GREENWAY CODE EXCERPT

Excerpted from Springfield Development Code
http://www.ci.springfield.or.us/

25.060 GREENWAY SETBACK.

A Greenway Setback Line shall be established to protect, maintain, preserve and enhance the natural, scenic, historic and recreational qualities of the Willamette Greenway. Only water-dependent or water-related uses shall be permitted between the Willamette River and the Greenway Setback Line. The Greenway Overlay District shall substitute temporarily as the Greenway Setback Line for all properties within this Overlay District that do not have an established Setback Line. Establishment of this Setback Line may occur with or without a request for development approval, but any request for development approval on land without an established Setback Line must be accompanied by an application for establishment of the Greenway Setback Line. The location of the Greenway Setback Line shall be determined consistent with the following standards derived from Section C.3 of the Willamette River Greenway Goal 15:

(1) Local, regional and State recreational needs shall be provided for consistent with the carrying capacity of the land. The possibility that public recreation use might disturb adjacent property shall be considered and minimized to the greatest extent possible.

(2) Adequate public access to the river shall be provided.

(3) Significant fish and wildlife habitats shall be protected.

(4) Identified scenic qualities and view-points shall be preserved.

(5) The maintenance of public safety and protection of public and private property, especially from vandalism and trespass shall be provided for to the maximum extent practicable.

(6) The natural vegetative fringe along the river shall be enhanced and protected to the maximum extent practicable.

(7) The location of known aggregate deposits shall be considered. Aggregate extraction may be permitted outside the Greenway Setback Area subject to compliance with State law, the underlying district and conditions of approval designed to minimize adverse effects on water quality, fish and wildlife, vegetation, bank stabilization, stream flow, visual quality, quiet and safety and to guarantee reclamation.

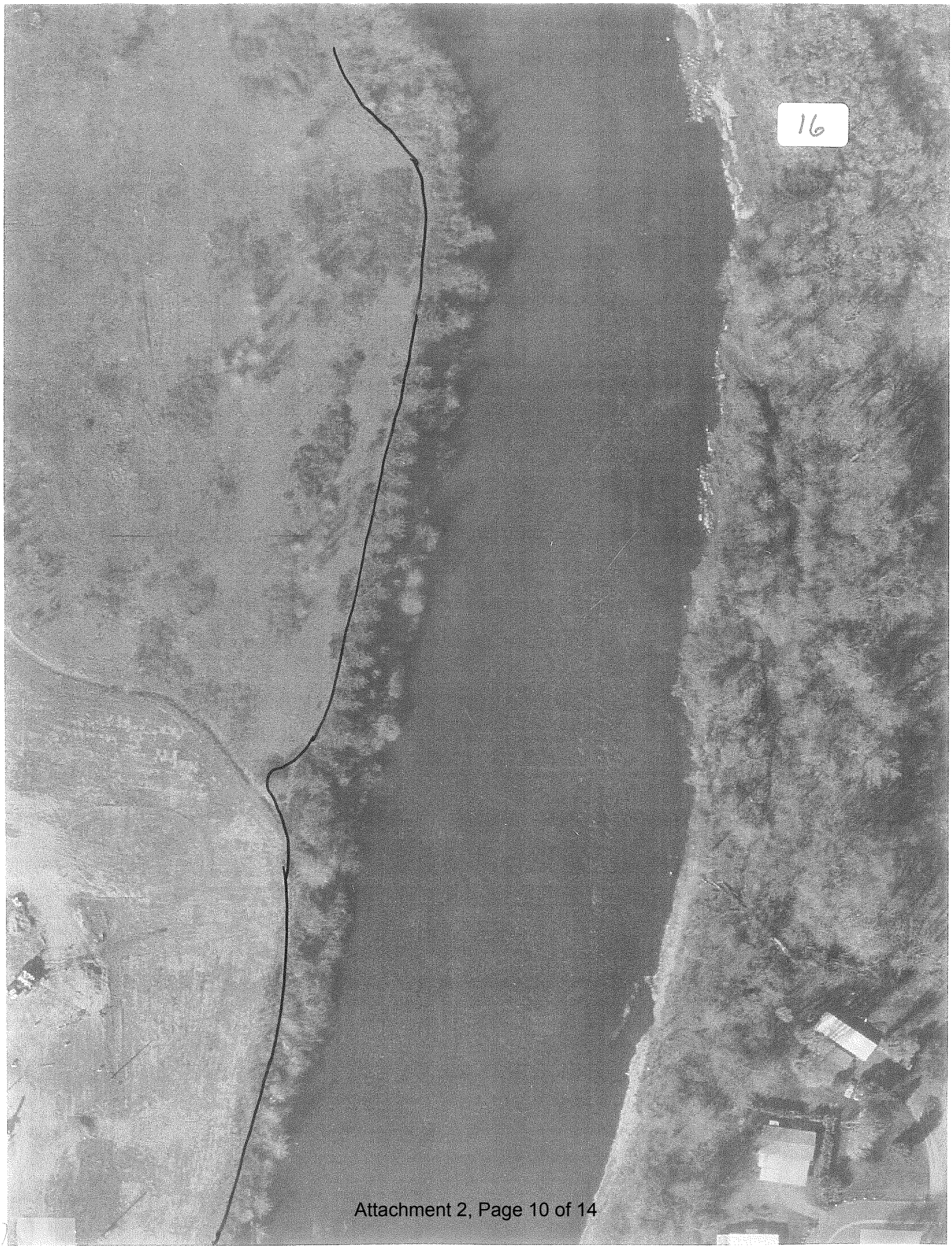
(8) Developments shall be directed away from the river to the greatest possible degree; provided, however, lands committed to urban uses shall be permitted to continue as urban uses, including port, public, industrial, commercial and residential uses, uses pertaining to navigational requirements, water and land access needs and related facilities.

ATTACHMENT C

DRAFT GREENWAY SETBACK LINE ON AERIAL PHOTOS

14

15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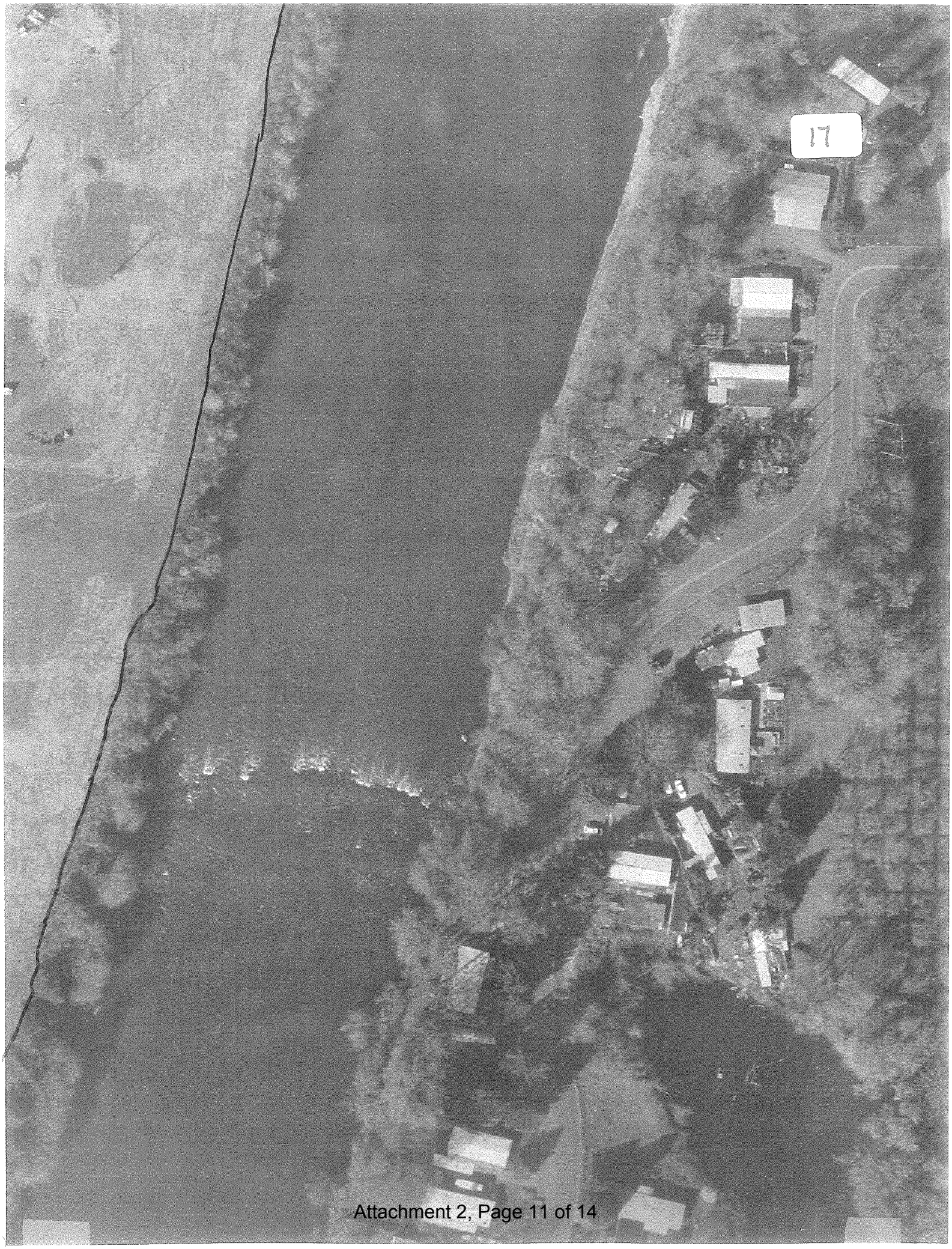
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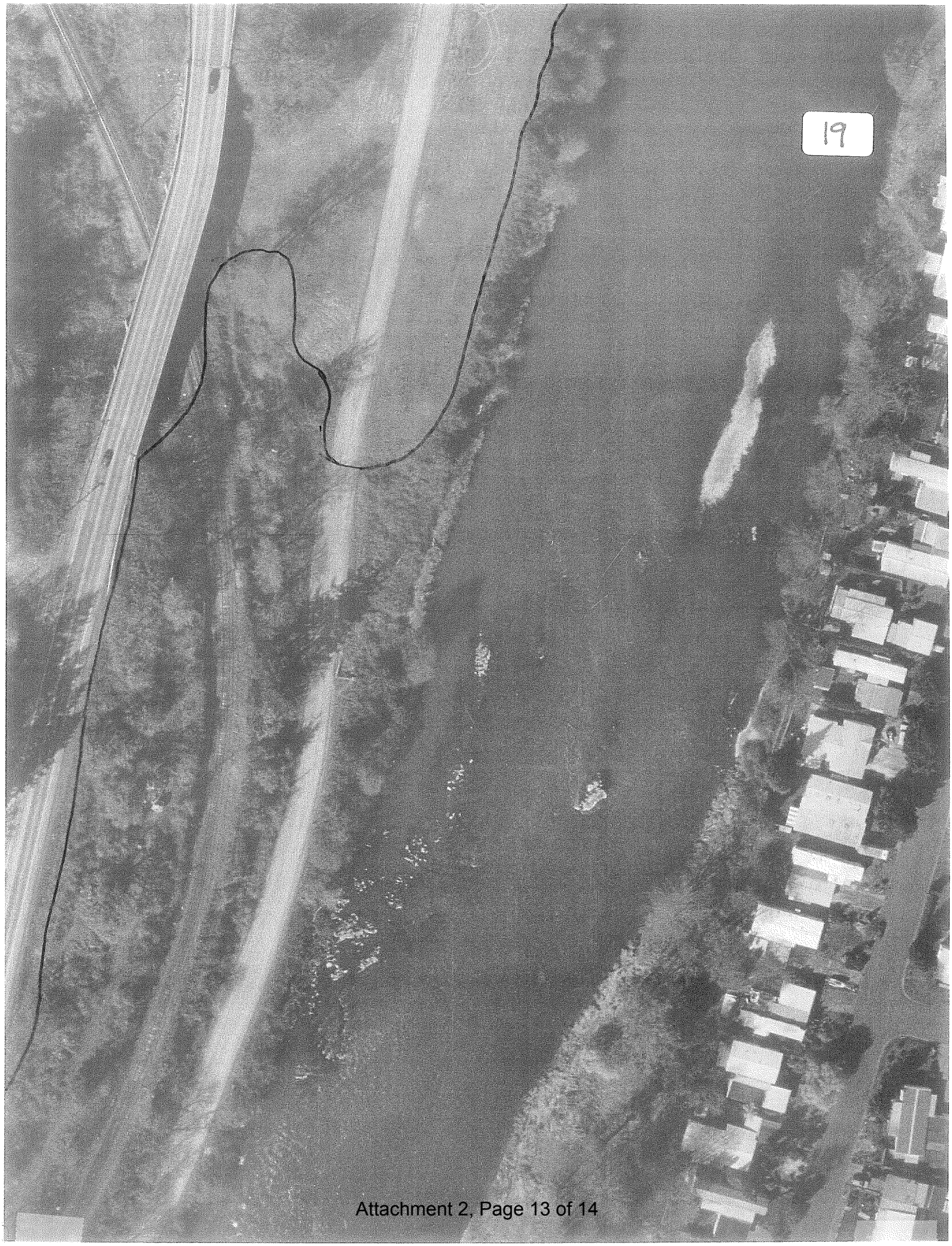
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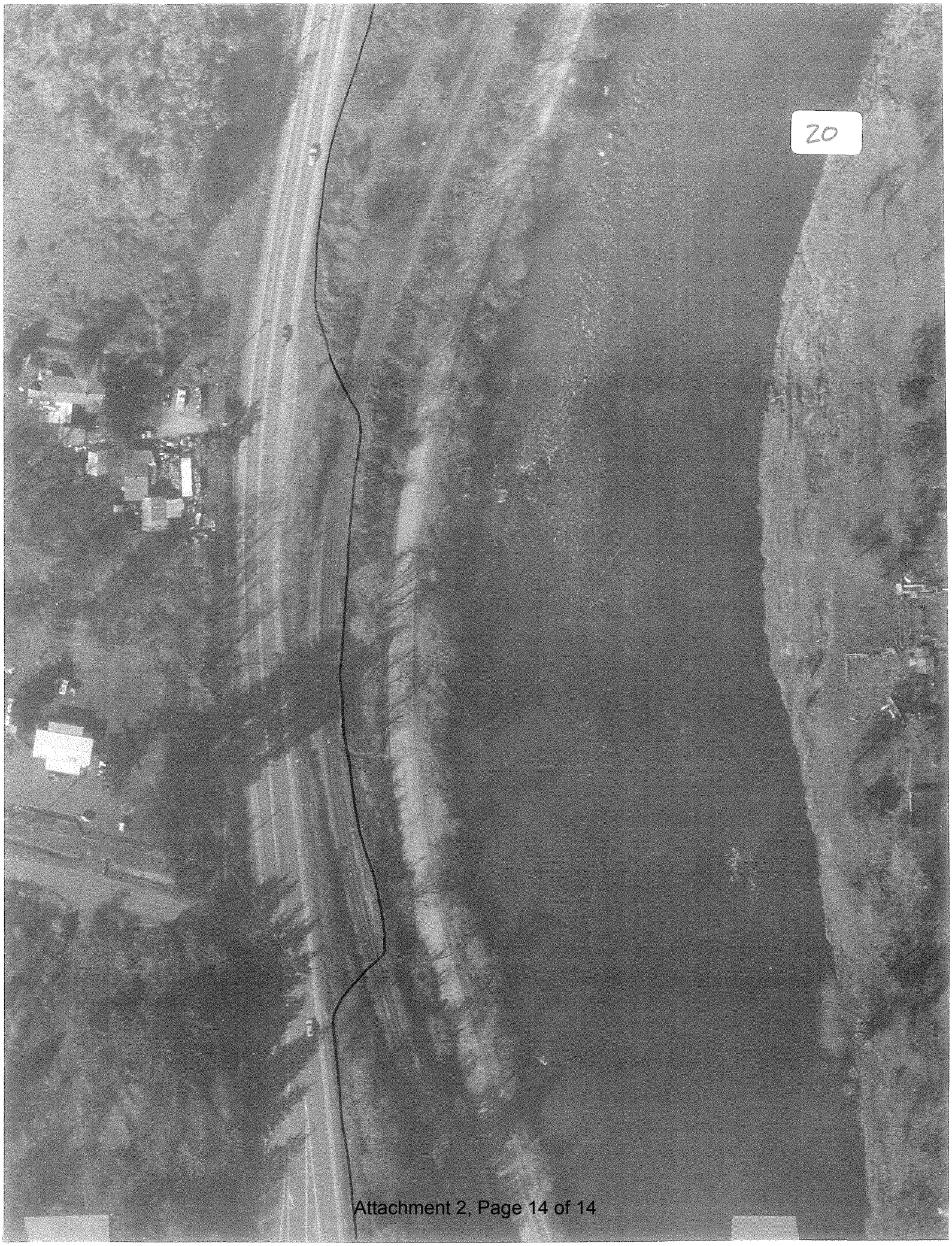
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January 22, 2014

WILLAMETTE GREENWAY SETBACK LINE APPLICATION

Property Location:
Map 18-03-02-20, Tax Lots 2800, 3000, 3100, 3200, 3300 and
Map 18-03-02-32, Tax Lot 3800

Applicant:
Wildish Land Co.
3600 Wildish Lane
Eugene, Oregon 97408

WRITTEN STATEMENT:

Applicants:	Wildish Land Co. & Eugene Allen Corp.
Applicant's Representative:	Bill Kloos Law Office of Bill Kloos, PC 375 W. 4th Avenue, Suite 204 Eugene, OR 97401 Billkloos@landuseoregon.com Phone: (541) 343-8596

I. LAND USE REQUEST

The subject property is identified as Map 18-03-02-20, Tax Lots 2800, 3000, 3100, 3200, 3300, and Map 18-03-02-32, Tax Lot 3800[1]

Based upon all of the submitted application materials, this application requests the City to establish the Greenway Setback line, as provided for in Springfield Development Code (SDC) 3.3-325. The applicant understands that the approval standards grant the City some discretion in where to draw the setback line. Some of the factors are legal standards, some constitute factual standards, and some of the factors involve policy choices. This application narrative focuses on the standards that are of a legal or factual nature.

[1] The applicants also own other parcels in the vicinity (such as Map 18-03-03-11, Tax Lots 1500, 1700 and 1800), but the parcels described above are the only ones within the 150-foot Willamette Greenway Overlay Zone.

This application is supported by the following enclosures: application form; filing fee; this written narrative with exhibits; a Site Inventory of Natural Resources prepared by the Schirmer Satre Group; and a map showing the Proposed Willamette River Greenway Setback for this property (Figure 8 of the Site Inventory).

The applicant is proposing an appropriate Greenway Setback Line based upon the Site Inventory, prepared by the Schirmer Satre Group. The applicant proposes to draw the setback line at the upland extent of riparian vegetation (the "Riparian Edge"), or ten feet (10') from the top of high bank, whichever is greater. The proposed setback line is depicted in Figure 8 of the Site Inventory.

II. SITE CONTEXT

The subject property involves multiple tax lots on two non-contiguous parcels owned by the applicants, Wildlish Land Co. and Eugene Allen Corp., which are affiliated companies. In shorthand, the subject properties can be identified as the larger undeveloped lots on either side of the Riverside Mobile Home Court, with Franklin Blvd/McVay Hwy forming the western boundary, and the Willamette River forming the eastern boundary. An aerial photo with the subject properties highlighted in blue is attached here as Exhibit A.

The subject property is within Springfield's Urban Growth Boundary. The northern portion of the subject property (tax lot 2800) is not within the city limits, but the larger southern portion (tax lots, 3100, 3200, 3300 and 3800) have been annexed into the city.

Collectively, the subject property consists of approximately 46 acres, all of which are predominantly vacant. This includes a 5.96 acre tax lot[2] on the north side of the Riverside Mobile Home Court, and five tax lots[3] totaling 40.35 acres on the south side of the mobile home park.

Tax lot 2800, which is north of the Riverside Mobile Home Court, is zoned "General Office," while the remainder of the subject property, south of the mobile home park, is zoned Light Medium Industrial ("LMI").[4] See Exhibit B, Zoning Map Detail. The property is also subject to the City's Willamette Greenway Overlay District and the Floodplain Overlay District. Portions of the subject property are within the floodplain, and only a small

[2] Map 18-03-02-20 tax lot 2800.

[3] Map 18-03-02-20 tax lot 3000 (0.16 acres); tax lot 3100 (4.94 acres); tax lot 3200 (23.72 acres); tax lot 3300 (1.13 acres) and map 18-03-02-32 tax lot 3800 (10.03 acres).

[4] The zoning map currently available on the City of Springfield's website shows the subject property as being zoned "Employment M.U. (Glenwood)". This zoning designation is derived from the 2012 Glenwood Refinement Plan revisions. Those revisions were adopted by Ordinance 6279 on June 18, 2012. However, the Glenwood Refinement Plan revisions were found to be legally deficient on appeal, and were remanded to the city. *Shamrock Homes, LLC v. City of Springfield*, __Or LUBA __ (LUBA No. 2012-077/078/079) (July 12, 2013). Accordingly, the refinement plan revisions, including the new zones they would create, and the implementing zoning regulations, are not currently in effect. This application is filed under the regulations and zoning classifications that predate the recent refinement plan revisions.

sliver of the subject property is within the FEMA-mapped floodway. See Exhibit C, FEMA letter of map revision and accompanying maps.

The current physical condition of the subject property is described in more detail in the attached natural resources study and report. In general, the subject property is vacant. The northern portion of the subject property (tax lot 2800) is a cleared grassy lot that has received a significant amount of fill material over the years, with a strip of trees and riparian vegetation near the river. The larger southern portion of the subject property (tax lots 3000, 3100, 3200, 3300 and 3800) was historically used as a gravel processing site, and is now predominantly an open graveled lot, with the exception of an office/shop building that is not currently in active use. Tractor trailers and heavy equipment are stored on site at times. This southern portion also has a narrow band of riparian vegetation along the river's edge, dominated by cottonwood and willow with some interspersed Douglas fir, blackberry, ivy and other plants. The riverbank is characterized by steep slopes, and the river current at this location is quite swift. The Site Inventory provides much greater detail.

III. CRITERIA FOR APPROVAL

The application must be consistent with the standards provided in SDC 3.3-325. Approval criteria are presented below in **bold**, with the applicant's proposed findings and conclusions following in plain text.

A. Local, regional and State recreational needs shall be provided for consistent with the carrying capacity of the land. The possibility that public recreation use might disturb adjacent property shall be considered and minimized to the greatest extent possible.

Proposed findings: The applicable functional plan for recreation in this area is the "Willamalane Park and Recreation Comprehensive Plan," (hereinafter the "Willamalane Parks Plan") which was adopted by the Willamalane Board of Directors on Oct. 10, 2012 and was subsequently adopted as an element of the *Metro Area General Plan* by Springfield (Ord. No. 6303 (Nov., 4, 2013) and Lane County (Ord. No. PA 1302 (Oct. 5, 2013).

The portion of the Willamalane Parks Plan that is most relevant to the current proposal deals with the creation of a riverfront linear park. The Highlights and Improvements section in Chapter 3 provides:

- Actions 4.13 and 4.14, Glenwood Riverfront Linear Park A and B: As the Glenwood area is redeveloped, Willamalane has an opportunity to work with public and private partners to develop a riverfront linear park and multiuse path, and expand the popular Willamette River path system. Section A (Action 4.13) would travel from the Viaduct Path underneath the I-5 bridge, east to the Springfield Bridge; Section B (Action 4.14) would travel from the Springfield Bridge south to Seavey Loop Road. The proposed linear park will include multiuse paths, picnic areas, and river overlooks, and will be a significant regional recreation and

> alternative transportation resource. The park will also expand recreation opportunities for Glenwood area residents, who currently have limited access to close-to-home parks.

In addition, the Strategies and Actions section in Chapter 4 includes a map showing a planned multi-use path along the riverfront of the subject properties. Willamalane Parks Plan, Map 2. That map includes two symbols over the subject property, with the numbers 4.14 and 4.24. These numbers correspond to planned actions, as described in tables. Action 4.14 is described in this table as: "Glenwood Riverfront Linear Park B. Work with partners to develop a riverfront linear park and multiuse path from the Springfield Bridge to Seavey Loop Road."

Action 4.24 is described as: "Glenwood to Dorris Ranch (Bridge). Work with partners to explore the feasibility of developing a bicycle and pedestrian bridge across the Willamette River, connecting the Glenwood Riverfront Linear Park B to Dorris Ranch and the Middle Fork Path."

When the portion of the subject property that is in the city was annexed in 2009, the annexation agreement included a provision that granted a 20-foot wide easement to the city for the purposes of establishing a bike path.

> 1.6.5 Upon annexation, APPLICANT shall dedicate a 20-foot wide public easement along the Willamette River riverfront within the 75 foot riparian setback sufficient for that portion of the Glenwood Riverfront Path required and depicted on the annexing property in the Glenwood Refinement Plan, the Willamalane Comprehensive Plan and TransPlan. It is the City's intent to acquire the right of way for the Glenwood Riverfront Path from the Applicant and other property owners abutting the river at time of annexations. The Applicant will not be required to pay for the construction of the bike path on the Glenwood Riverfront Path. It is the City's intent to locate the path as close to the river as is feasible, consistent with topography and requirements of the Clean Water Act and other land use and environmental restrictions and requirements so as not to unduly impede APPLICANT's ability to use the land within the riparian setback for uses permitted therein.

For the northern portion of the subject property (tax lot 2800), the city has not obtained any property rights for the public path. This will likely be negotiated in the context of annexation or redevelopment of this area, as anticipated by the quoted text above. The establishment of a Greenway setback is a necessary first step before that development process can unfold. This application for determination of the Greenway Setback will bring the city one step closer towards being in a position to implement these policies from the Willamalane Parks Plan.

Several functional and refinement plans also reference the multi-use trail along the south bank of the Willamette River. TransPlan (July 2002) identifies a South Bank Trail to run

from I-5 to the Springfield Bridge, but not any farther upstream. The Glenwood Refinement Plan shows, at page 53, a "Proposed Off-Street Path" as a continuation of the path shown in the TransPlan.

In regard to tax lot 2800, which has not been annexed, the public access rights will need to be obtained through purchase or voluntary donation, as part of future annexation proceeding or as part of a subsequent development review process. In a similar application for a Willamette Greenway Setback determination for a property downstream of the subject property, the Hearings Official noted "The best time to provide for the bike path is when development is proposed for the subject property." A copy of that Hearings Official's decision is attached hereto as Exhibit D. There is some flexibility in the ultimate location of the path, as the Glenwood Refinement Plan states that the path diagram is a conceptual alignment. See Glenwood Refinement Plan 54. Because the property will remain within the Willamette Greenway Overlay District after the Willamette Greenway Setback Line is established, development proposals for the property will be subject to Discretionary Use procedures (SDC 5.9-100) and Site Plan Review (SDC 5.17-100). See SDC 3.3-315. Those procedures will ensure the city has ample opportunity to secure the public rights for a riverfront trail in the context of a redevelopment application.

In regard to the larger southern portion of the subject property, the applicant has already agreed to convey a 20-foot easement for a riverfront path. In summary, the requested determination of the Greenway Setback is consistent with these relevant plan policies that pertain to recreation.

In addition, this approval criterion directs the city to consider and minimize the possibility that public recreation might disturb adjacent property. Currently, there is some public recreation that occurs on the river (rafting, fishing) but, given the current use of the subject property includes operation and parking of heavy trucks and equipment, no public access is afforded to the subject property. Establishing the Greenway Setback line will not change the existing situation in regard to public recreation on and adjacent to the subject property.

Conclusion: The proposal is consistent with this approval standard.

B. Adequate public access to the river shall be provided.

Proposed Findings: Currently, the subject property is predominantly vacant. Public access is not granted to or across the subject property. As the Glenwood Refinement Plan implementing strategy 4.5 notes, the Greenway Goal protects existing uses. Consequently, the existing level of public access to the river is consistent with the Goal and this standard.

The question of what type of public access is "adequate" in this particular setting is answered in part by long-range planning documents, such as the Metro Plan, the Glenwood Refinement Plan, and the Willamalane Parks Plan. As noted above, several refinement plans indicate that a public multi-use path is planned to eventually run along this bank of the Willamette River. The precise location of this path has not been established, nor have all of the necessary easements been acquired for it. The steep bank and swift current in this area

will present challenges for direct public access to the river. However, as noted above, the larger southern portion of the subject property has already dedicated a 20-foot wide public easement for the purpose of establishing this path in the future.

In regard to the tax lot 2800, which has not granted a public easement for the path, any significant development on that part of the property will likely require annexation, followed by Discretionary Use and Site Plan Review. This will provide the City with the opportunity to consider acquiring public access along the river.

As discussed above, establishment of the proposed Willamette Greenway Setback Line is a necessary prerequisite for future redevelopment. The application process for future development will provide an opportunity to ensure that public access to the river is either maintained or increased from the status quo, consistent with the Metro Plan and applicable parks and transportation plans.

Conclusion: The proposal is consistent with this approval standard.

C. Significant fish and wildlife habitats shall be protected.

Proposed Findings: The Glenwood Refinement Plan, at page 39, recognizes that there are no significant fish or wildlife habitat areas identified within the Glenwood portion of the Willamette River Greenway. This conclusion is confirmed on page 4 of the Site Inventory, which explains:

> Current records obtained from Oregon Biodiversity Information Center (ORBIC) show no rare species known on the lots of interest, with the exception of fish species within the Willamette River.

In addition, the Inventory concludes that Tax Lots 3000, 3100, 3200, 3800 and 3300 are poor habitat for all the species studied, including turtles. This Inventory concluded:

> Dominance of fill/earthwork on the site which has led to dense non-native grasses and forbs and a narrow riparian fringe with steep banks. Fill material and a lack of significant ponding water don't provide significant habitat for the turtle species listed. Despite the proximity to other significant turtle use, there is only one insignificant (0.5 acres) portion within the southern part of lot 3800 which could be utilized by nesting turtles (e.g. a nest could physically be excavated). This area has no documented turtle use and is unlikely to support nesting turtles because it is an isolated feature. The velocity of waters and steep, linear nature of the banks along these lots is not conducive as a stopping point for species (such as pond turtles) which utilize slow moving water.
> (Site Inventory, page 12-13).

The Inventory observed a somewhat different set of habitat and physical conditions on Tax Lot 2800, but found this area to be similarly lacking in overall habitat values, with the

exception of the Riparian Edge that is proposed to be included in the Greenway setback. The Inventory explains:

> While Lot 2800 may exhibit characteristics of fair habitat for the nesting life stage of both turtle species listed in Table 2, the lack of documented evidence of turtle use, lack of ponding water, presence of imported fill material, velocity of the river, isolated nature of the lot and surrounding urban uses negate this habitat value beyond the proposed setbacks (Figure 8).
> Although the soils within lot 2800 do not appear to be as disturbed as the remainder of the Study Area and provide the basic habitat characteristics necessary for nesting turtles, the site contains 2-6 feet of imported fill material, is isolated between two mobile home parks and bordered on the west by a major road. Therefore, unlike habitat elsewhere where turtle use is known, this site is unlikely to encounter nesting individuals.
> The Riparian Fringe along lot 2800 (between the top of bank/riparian vegetation and the river) is expected to provide benefits such as refugia for different life stages of fish during high water and allow some cooling value during the hotter months which also benefits different life stages of the listed salmonids. The proposed location of the Greenway Setback would retain these values. Some of the more mature cottonwoods within the Riparian Edge may have potential use by Townsend's big-eared bats and/or Purple martins although this is unlikely. (Site Inventory, page 13).

The proposed setback area would conserve all of the existing riparian vegetation. Because this proposal protects all of the riparian vegetation on the subject property, it affords the greatest degree of protection for fish and wildlife habitat, even though that habitat is not considered significant.

Conclusion: The proposal is consistent with this approval standard.

D. Identified scenic qualities and view-points shall be preserved.

Proposed Findings: The Glenwood Refinement Plan, at page 39, recognizes that there are no identified scenic qualities or viewpoints within the Glenwood portion of the Willamette River Greenway.

Although there are no identified scenic qualities or view-points on the property, the photos included in the Site Inventory reveal that the existing Riparian Edge assists in providing visual identification and definition to the river and riparian system as well as providing limited filtered views of the river from the site. See photo pages at page 39 – 61 of Site Inventory.

Conclusion: The proposal is consistent with this approval standard.

E. The maintenance of public safety and protection of public and private property, especially from vandalism and trespass shall be provided for, to the maximum extent practicable.

Findings: This standard does not appear to apply to the present application. The subject property is closed to the public, and that will remain the case following this Greenway Setback determination. Existing fences and gates adequately prevent trespass and avoid the safety concerns this standard appears to be focused on.

Concerns for public safety and the protection of public and private property may arise as part of future development activity on the site, especially if a pedestrian/bike path is established. However, because that development will undergo Discretionary Use and Site Plan Review, public safety considerations will be invoked at that time.

Conclusion: The proposal is consistent with this approval standard.

F. The natural vegetative fringe along the river shall be enhanced and protected to the maximum extent practicable.

Findings: In the context of this specific site, the applicant views this standard as the most substantive and crucial element for establishing the Greenway Setback line. This standard uses the term "natural vegetative fringe along the river," which the Site Inventory refers to as the "Riparian Edge," characterized by the presence of riparian vegetation such as cottonwood and willow species. See page 4 of the Site Inventory. See also page 10, section C, of the Site Inventory, which describes the Riparian Edge as:

> The area directly adjacent [to] the Willamette River dominated by riparian vegetation (including canopy edge) extending to the eastern lot lines. See Field Methodology (Section 4) for methods used to determine riparian vegetation dominance. Approximately 2 acres of the Study Area was mapped as this habitat type. Dominant vegetation within the Riparian Edge include Populus balsamifera, Fraxinus latifolia, Salix spp., Alnus rhombifolia, Cornus sericea, Acer macrophyllum, Robinia pseudoacacia, Spirea douglasii and Carex obnupta. The mean slope within the Riparian Edge was calculated to be 149% (0.67H:1V).
>
> The Riparian Edge, in particular the area between top of bank and the river, is the most significant fish and wildlife habitat type, provides the most significant scenic qualities and has been mapped to encompass the natural vegetative fringe within the Study Area.

Figure 8 of the Site Inventory shows the extent of the Riparian Edge. It is this line, following the upland extent of the natural riparian vegetation, that the applicant proposes should be used to establish the Greenway setback.

For the northern parcel at tax lot 2800, where the existing riparian vegetation is most

extensive, this setback would be approximately 90 feet wide at its widest. For the larger southern parcel, the width of the proposed setback averages about 20 feet wide, and is approximately 45 feet wide at its widest. Additionally, the proposal includes a minimum width for the Greenway Setback Line of ten feet (10'). This will provide an opportunity to enhance the natural vegetative fringe along the river in those areas where vegetation is currently lacking or nonexistent. This minimum setback distance is consistent with previous Greenway Setback determinations. See, e.g., previous decisions contained in Exhibit D.

The proposed Willamette Greenway Setback Line will provide for the protection and enhancement of the natural vegetative fringe along the river.

Conclusion: The proposal is consistent with this approval standard.

G. The location of known aggregate deposits shall be considered. Aggregate extraction may be permitted outside the Greenway Setback Area subject to compliance with State law, the underlying zoning district and conditions of approval designed to minimize adverse effects on water quality, fish and wildlife, vegetation, bank stabilization, stream flow, visual quality, quiet and safety and to guarantee reclamation.

Findings: In the past, much of this site involved aggregate extraction or processing. This site has been decommissioned as an aggregate processing facility, and has been reclaimed. The surface is largely composed of river rock fill. The Glenwood Refinement Plan states at page 39 that aggregate extraction is not anticipated in the area. In regard to the acknowledged Goal 5 inventory of aggregate resources, there are no aggregate resources within the Metro Plan UGB.

Conclusion: The proposal is consistent with this approval standard.

H. Developments shall be directed away from the river to the greatest possible degree; provided, however, lands committed to urban uses shall be permitted to continue as urban uses, including port, public, industrial, commercial and residential uses, uses pertaining to navigational requirements, water and land access needs and related facilities.

Proposed Findings: There is no development proposed with this application; therefore the criterion is not presently applicable. Even after the Greenway Setback line is established, the subject property will still be subject to the Willamette Greenway Overlay District development standards, which, as noted above, invoke the Discretionary Use standards under SDC 5.9-120 and the Site Plan Review standards under SDC 5.17-100, as well as the SDC 3.3-325 standards invoked above for any change or intensification of use, or construction that has a significant visual impact. When development is ultimately proposed for the subject property, these procedures will ensure this standard is met.

Conclusion: The proposal is consistent with this approval standard.

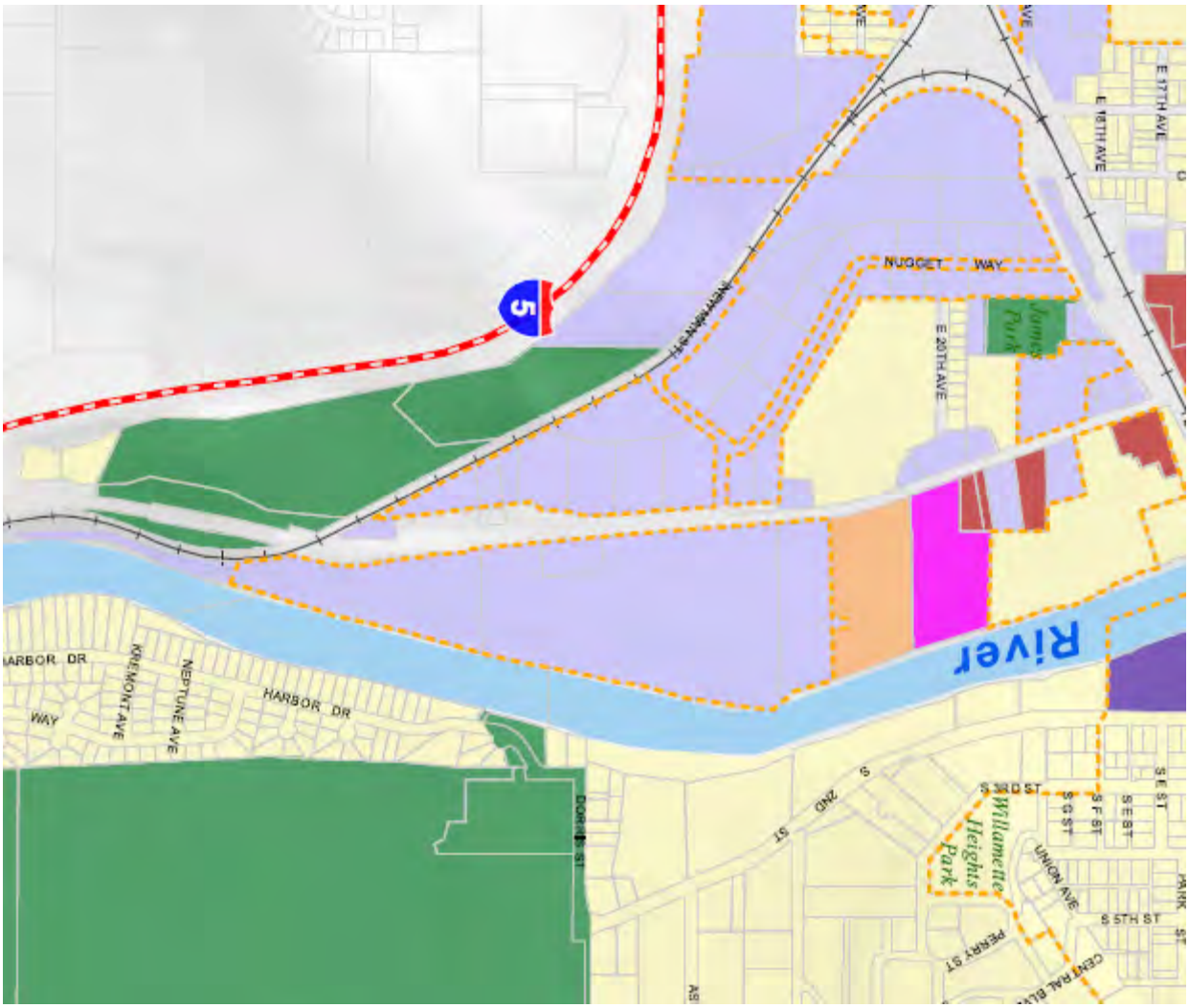
III. CONCLUSION

The applicant requests the city to conclude, based upon this written narrative and supporting exhibits, that the Willamette Greenway Setback Line for the subject property should correspond to the "Riparian Edge" established herein and described in detail by the Site Inventory of Natural Resources.

Exhibits:

Exhibit A	Site Identification Aerial Overview
Exhibit B	Zoning Map Detail
Exhibit C	Aerial Photo of Subject Property
Exhibit D	Previous decision applying Greenway Setback provisions; Marvin property inside UGB, September 26, 2005
Exhibit E	Previous decision applying Greenway Setback provisions; Shamrock Homes, LLC, November 7, 2012
Exhibit F	Legal description and title report for subject property

Query Results
Map | Lot | Account Number
18030220 | 2800 | 0579399
18030220 | 3200 | 0579449
18030220 | 3000 | 0579415
18030220 | 3300 | 0579456
18030220 | 3100 | 0579431
18030232 | 3800 | 0580116
Record: << < 0 > >> 6 Records


High Density Residential
Medium Density Residential
Low Density Residential
Mixed Use Residential
Mixed Use Commercial
Neighborhood Commercial
Major Retail Commercial
Community Commercial
Mixed Use LMI & CC
Light Medium Industrial
Campus Industrial
Heavy Industrial
Special Heavy Industrial
Booth Kelly Mixed Use
General Office
Medical Services
Quarry & Mine Operations
Public Land & Open Space
E 17TH AVE
E 18TH AVE
NUGGET WAY
E 20TH AVE
James Park
5
River
Willamette Heights Park
S 3RD ST
S 5TH ST
UNION AVE
PERRY ST
S 2ND ST
HARBOR DR
NEPTUNE AVE
KREMONT AVE
WAY

Federal Emergency Management Agency

Washington, D.C. 20472

LETTER OF MAP REVISION DETERMINATION DOCUMENT

COMMUNITY AND REVISION INFORMATION		PROJECT DESCRIPTION	BASIS OF REQUEST
COMMUNITY	City of Springfield Lane County Oregon	NO PROJECT	HYDRAULIC ANALYSIS NEW TOPOGRAPHIC DATA
	COMMUNITY NO.: 415592		
IDENTIFIER	Springfield Willamette LOMR	APPROXIMATE LATITUDE & LONGITUDE: 44.043, -123.026 SOURCE: Other DATUM: WGS 84	

ANNOTATED MAPPING ENCLOSURES	ANNOTATED STUDY ENCLOSURES
TYPE: FIRM* NO.: 41039C1142 F DATE: June 2, 1999 TYPE: FIRM* NO.: 41039C1141 F DATE: June 2, 1999	DATE OF EFFECTIVE FLOOD INSURANCE STUDY: June 2, 1999 PROFILE(S): 193P FLOODWAY DATA TABLE: 7

Enclosures reflect changes to flooding sources affected by this revision.
* FIRM - Flood Insurance Rate Map; ** FBFM - Flood Boundary and Floodway Map; *** FHBM - Flood Hazard Boundary Map

FLOODING SOURCE(S) & REVISED REACH(ES)

Willamette River - from approximately 20 feet upstream of Southern Pacific Railroad to the confluence with Middle and Coast Fork Willamette Rivers

SUMMARY OF REVISIONS

Flooding Source	Effective Flooding	Revised Flooding	Increases	Decreases
Willamette River	Zone AE	Zone AE	NONE	YES
	Floodway	Floodway	NONE	YES
	Zone X (shaded)	Zone X (shaded)	YES	NONE

* BFEs - Base Flood Elevations

DETERMINATION

This document provides the determination from the Department of Homeland Security's Federal Emergency Management Agency (FEMA) regarding a request for a Letter of Map Revision (LOMR) for the area described above. Using the information submitted, we have determined that a revision to the flood hazards depicted in the Flood Insurance Study (FIS) report and/or National Flood Insurance Program (NFIP) map is warranted. This document revises the effective NFIP map, as indicated in the attached documentation. Please use the enclosed annotated map panels revised by this LOMR for floodplain management purposes and for all flood insurance policies and renewals in your community.

This determination is based on the flood data presently available. The enclosed documents provide additional information regarding this determination. If you have any questions about this document, please contact the FEMA Map Assistance Center toll free at 1-877-336-2627 (1-877-FEMA MAP) or by letter addressed to the LOMR Depot, 3601 Eisenhower Avenue, Alexandria, VA 22304. Additional Information about the NFIP is available on our website at http://www.fema.gov/nfip.

Siamak Esfandiary, Ph.D., P.E., CFM, Program Specialist
Engineering Management Branch
Mitigation Directorate

112553 10.3.1.08100649 102-D

Federal Emergency Management Agency

Washington, D.C. 20472

LETTER OF MAP REVISION
DETERMINATION DOCUMENT (CONTINUED)

OTHER COMMUNITIES AFFECTED BY THIS REVISION

CID Number: 415591 **Name:** Lane County, Oregon

AFFECTED MAP PANELS	AFFECTED PORTIONS OF THE FLOOD INSURANCE STUDY REPORT
TYPE: FIRM* NO.: 41039C1141 F DATE: June 2, 1999 TYPE: FIRM* NO.: 41039C1142 F DATE: June 2, 1999 TYPE: FIRM* NO.: 41039C1144 F DATE: June 2, 1999 TYPE: FIRM* NO.: 41039C1165 F DATE: June 2, 1999	DATE OF EFFECTIVE FLOOD INSURANCE STUDY: June 2, 1999 PROFILE(S): 18P, 19P, 121P, 158P, 193P, AND 194P FLOODWAY DATA TABLE: 7

This determination is based on the flood data presently available. The enclosed documents provide additional information regarding this determination. If you have any questions about this document, please contact the FEMA Map Assistance Center toll free at 1-877-336-2627 (1-877-FEMA MAP) or by letter addressed to the LOMR Depot, 3601 Eisenhower Avenue, Alexandria, VA 22304. Additional Information about the NFIP is available on our website at http://www.fema.gov/nfip.

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Engineering Management Branch
Mitigation Directorate

Federal Emergency Management Agency
Washington, D.C. 20472

LETTER OF MAP REVISION DETERMINATION DOCUMENT (CONTINUED)

COMMUNITY INFORMATION

APPLICABLE NFIP REGULATIONS/COMMUNITY OBLIGATION

We have made this determination pursuant to Section 206 of the Flood Disaster Protection Act of 1973 (P.L. 93-234) and in accordance with the National Flood Insurance Act of 1968, as amended (Title XIII of the Housing and Urban Development Act of 1968, P.L. 90-448), 42 U.S.C. 4001-4128, and 44 CFR Part 65. Pursuant to Section 1361 of the National Flood Insurance Act of 1968, as amended, communities participating in the NFIP are required to adopt and enforce floodplain management regulations that meet or exceed NFIP criteria. These criteria, including adoption of the FIS report and FIRM, and the modifications made by this LOMR, are the minimum requirements for continued NFIP participation and do not supersede more stringent State/Commonwealth or local requirements to which the regulations apply.

We provide the floodway designation to your community as a tool to regulate floodplain development. Therefore, the floodway revision we have described in this letter, while acceptable to us, must also be acceptable to your community and adopted by appropriate community action, as specified in Paragraph 60.3(d) of the NFIP regulations.

COMMUNITY REMINDERS

We based this determination on the 1-percent-annual-chance flood discharges computed in the FIS for your community without considering subsequent changes in watershed characteristics that could increase flood discharges. Future development of projects upstream could cause increased flood discharges, which could cause increased flood hazards. A comprehensive restudy of your community's flood hazards would consider the cumulative effects of development on flood discharges subsequent to the publication of the FIS report for your community and could, therefore, establish greater flood hazards in this area.

Your community must regulate all proposed floodplain development and ensure that permits required by Federal and/or State/Commonwealth law have been obtained. State/Commonwealth or community officials, based on knowledge of local conditions and in the interest of safety, may set higher standards for construction or may limit development in floodplain areas. If your State/Commonwealth or community has adopted more restrictive or comprehensive floodplain management criteria, those criteria take precedence over the minimum NFIP requirements.

We will not print and distribute this LOMR to primary users, such as local insurance agents or mortgage lenders; instead, the community will serve as a repository for the new data. We encourage you to disseminate the information in this LOMR by preparing a news release for publication in your community's newspaper that describes the revision and explains how your community will provide the data and help interpret the NFIP maps. In that way, interested persons, such as property owners, insurance agents, and mortgage lenders, can benefit from the information.

This determination is based on the flood data presently available. The enclosed documents provide additional information regarding this determination. If you have any questions about this document, please contact the FEMA Map Assistance Center toll free at 1-877-336-2627 (1-877-FEMA MAP) or by letter addressed to the LOMR Depot, 3601 Eisenhower Avenue, Alexandria, VA 22304. Additional Information about the NFIP is available on our website at http://www.fema.gov/nfip.

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112553 10.3.1.08100649 102-D

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Washington, D.C. 20472

LETTER OF MAP REVISION DETERMINATION DOCUMENT (CONTINUED)

COMMUNITY INFORMATION (CONTINUED)

We have designated a Consultation Coordination Officer (CCO) to assist your community. The CCO will be the primary liaison between your community and FEMA. For information regarding your CCO, please contact:

Mr. Mark Carey
Director, Mitigation Division
Federal Emergency Management Agency, Region X
Federal Regional Center
130 228th Street, Southwest
Bothell, WA 98021-8627
(425) 487-4682

STATUS OF THE COMMUNITY NFIP MAPS

We will not physically revise and republish the FIRM and FIS report for your community to reflect the modifications made by this LOMR at this time. When changes to the previously cited FIRM panel(s) and FIS report warrant physical revision and republication in the future, we will incorporate the modifications made by this LOMR at that time.

Although the project area is shown on the above-referenced FIRM panel as within the City of Eugene, the City of Springfield has annexed portions of this area. We have not reflected these corporate limits changes in this LOMR.

This determination is based on the flood data presently available. The enclosed documents provide additional information regarding this determination. If you have any questions about this document, please contact the FEMA Map Assistance Center toll free at 1-877-336-2627 (1-877-FEMA MAP) or by letter addressed to the LOMR Depot, 3601 Eisenhower Avenue, Alexandria, VA 22304. Additional Information about the NFIP is available on our website at http://www.fema.gov/nfip.

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LETTER OF MAP REVISION DETERMINATION DOCUMENT (CONTINUED)

COMMUNITY INFORMATION (CONTINUED)

BFEs for the Lane County will be revised by this revision request therefore a public notification is required. Within 90 days of the second publication in the local newspaper, a citizen may request that we reconsider this determination. Any request for reconsideration must be based on scientific or technical data. Therefore, this letter will be effective only after the 90-day appeal period has elapsed and we have resolved any appeals that we receive during this appeal period. Until this LOMR is effective, the revised BFEs presented for Lane County may be changed. Any requests to review or alter the determination for your community may be made during this time and must be based on scientific or technical data.

A notice of changes will be published in the *Federal Register*. A short notice also will be published in your local newspaper on or about the dates listed below. Please refer to FEMA's website at https://www.floodmaps.fema.gov/fhm/Scripts/bfe_main.asp for a more detailed description of proposed BFE changes, which will be posted approximately within a week of the date of this letter.

LOCAL NEWSPAPER Name: *Register-Guard*
Dates: 03/20/2009 3/27/2009

This determination is based on the flood data presently available. The enclosed documents provide additional information regarding this determination. If you have any questions about this document, please contact the FEMA Map Assistance Center toll free at 1-877-336-2627 (1-877-FEMA MAP) or by letter addressed to the LOMR Depot, 3601 Eisenhower Avenue, Alexandria, VA 22304. Additional Information about the NFIP is available on our website at http://www.fema.gov/nfip.

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Engineering Management Branch
Mitigation Directorate

FLOODING SOURCE		FLOODWAY			BASE FLOOD WATER-SURFACE ELEVATION			
CROSS SECTION	DISTANCE[1]	WIDTH (FEET)	SECTION AREA (SQUARE FEET)	MEAN VELOCITY (FEET PER SECOND)	REGULATORY	WITHOUT FLOODWAY	WITH FLOODWAY	INCREASE
						(FEET NGVD)		
Coast Fork Willamette River			REVISED AREA					
A	2,640	2,100	18,835	2.8	453.9	453.9	454.6	0.7
B	4,710	3,221	17,661	3.0	454.9	454.9	455.6	0.7
C	6,820	570	5,265	5.4	457.1	457.1	457.8	0.7
D	8,120	261	3,463	8.2	459.6	459.6	460.0	0.4
E	9,580	264	3,258	8.7	462.3	462.3	462.5	0.2
F	12,050	231	3,585	7.9	467.6	467.6	467.6	0.0
G	13,460	417	4,142	6.8	470.8	470.8	470.8	0.0
H	14,580	239	3,216	8.8	472.9	472.9	472.9	0.0
I	16,500	1,224	8,260	3.4	475.9	475.9	476.3	0.4
J	18,860	2,124	8,696	4.2	478.3	478.3	479.0	0.7
K	24,120	1,681	11,343	3.2	484.8	484.8	485.6	0.8
L	25,400	2,506	11,582	3.2	485.8	485.8	486.8	1.0
M	28,080	1,073	7,211	4.8	488.9	488.9	489.7	0.8
N	29,580	407	5,174	6.7	491.0	491.0	491.5	0.5
O	29,630	407	5,203	6.6	491.1	491.1	491.6	0.5
P	32,000	1,875	10,860	4.6	494.4	494.4	494.9	0.5
Q	33,400	2,260	14,078	3.6	495.8	495.8	496.6	0.8
R	35,890	2,132	10,219	4.9	498.3	498.3	499.0	0.7
S	38,190	2,161	12,490	4.0	501.4	501.4	502.4	1.0
T	43,310	3,529	18,880	2.6	506.6	506.6	507.4	0.8
U	44,750	2,906	13,287	3.3	507.2	507.2	508.0	0.8
V	46,530	3,361	14,240	3.1	510.0	510.0	510.8	0.8
W	50,080	2,740	9,543	4.6	516.1	516.1	516.6	0.5
X	51,760	2,680	12,260	3.5	519.4	519.4	520.3	0.9
Y	55,160	2,716	11,054	3.9	524.8	524.8	525.7	0.9
Z	58,790	1,891	7,660	5.7	532.6	532.6	533.4	0.8

[1] Feet above mouth

REVISED TO REFLECT LOMR EFFECTIVE: July 27, 2009

TABLE 7

FEDERAL EMERGENCY MANAGEMENT AGENCY

LANE COUNTY, OR AND INCORPORATED AREAS

FLOODWAY DATA

COAST FORK WILLAMETTE RIVER

FLOODING SOURCE		FLOODWAY			BASE FLOOD WATER-SURFACE ELEVATION			
CROSS SECTION	DISTANCE[1]	WIDTH (FEET)	SECTION AREA (SQUARE FEET)	MEAN VELOCITY (FEET PER SECOND)	REGULATORY	WITHOUT FLOODWAY (FEET NGVD)	WITH FLOODWAY (FEET NGVD)	INCREASE
Middle Fork Willamette River (Near Springfield)			REVISED AREA					
A	2,300	663	7,809	4.7	453.3	453.3	454.0	0.7
B	4,400	524	5,533	6.6	455.3	455.3	455.6	0.3
C	6,090	406	4,741	7.7	457.8	457.8	458.0	0.2
D	8,880	900	8,231	4.4	461.4	461.4	462.3	0.9
E	10,560	554	5,246	6.9	463.0	463.0	464.0	1.0
F	13,580	470	4,680	7.8	470.6	470.6	470.8	0.2
G	15,540	1,021	10,643	3.4	473.9	473.9	474.5	0.6
H	18,220	680	4,322	8.2	477.6	477.6	478.3	0.7
I	20,600	1,370	7,989	4.4	485.2	485.2	486.2	1.0
J	22,800	1,300	7,078	5.0	489.8	489.8	490.5	0.7
K	25,360	3,071	9,948	3.6	495.6	495.6	496.1	0.5
L	27,240	2,720	10,641	3.3	498.6	498.6	499.2	0.6
M	30,420	2,054	8,598	4.1	504.1	504.1	504.8	0.7
N	33,060	1,300	7,110	5.0	510.1	510.1	510.7	0.6
O	35,940	912	6,523	5.4	514.8	514.8	515.8	1.0
P	37,940	944	5,901	6.0	518.6	518.6	519.6	1.0
Q	40,100	582	5,048	7.0	522.8	522.8	523.8	1.0
R	42,140	423	4,845	7.3	526.5	526.5	527.2	0.7
S	42,200	423	4,844	7.3	526.5	526.5	527.2	0.7
T	44,080	478	4,710	7.2	530.0	530.0	530.4	0.4
U	45,800	717	5,222	6.5	533.2	533.2	534.1	0.9
V	47,880	727	4,712	7.2	537.6	537.6	538.6	1.0
W	49,520	868	7,082	4.8	540.8	540.8	541.8	1.0
X	51,520	1,189	8,692	3.9	544.0	544.0	544.7	0.7
Y	52,700	575	2,838	11.9	546.1	546.1	546.7	0.6
Z	52,790	600	2,997	11.3	546.3	546.3	547.0	0.7

[1] Feet above mouth

REVISED TO REFLECT LOMR EFFECTIVE: July 27, 2009

TABLE 7

FEDERAL EMERGENCY MANAGEMENT AGENCY

LANE COUNTY, OR AND INCORPORATED AREAS

FLOODWAY DATA

MIDDLE FORK WILLAMETTE RIVER (NEAR SPRINGFIELD)

FLOODING SOURCE		FLOODWAY			BASE FLOOD WATER-SURFACE ELEVATION			
CROSS SECTION	DISTANCE[2]	WIDTH (FEET)	SECTION AREA (SQUARE FEET)	MEAN VELOCITY (FEET PER SECOND)	REGULATORY	WITHOUT FLOODWAY (FEET NGVD)	WITH FLOODWAY (FEET NGVD)	INCREASE
Oxley Slough								
A-B[1]								
C	2,340	2,670	8,955	2.7	457.5	457.5	458.3	0.8
D	3,900	1,670	7,821	3.1	459.7	459.7	460.5	0.8

[1]Cross sections not used [2]Feet above Coast Fork Willamtte River

REVISED TO REFLECT LOMR EFFECTIVE: July 27, 2009

TABLE 7

FEDERAL EMERGENCY MANAGEMENT AGENCY

LANE COUNTY, OR AND INCORPORATED AREAS

FLOODWAY DATA

OXLEY SLOUGH

FLOODING SOURCE		FLOODWAY			BASE FLOOD WATER-SURFACE ELEVATION			
CROSS SECTION	DISTANCE[1]	WIDTH (FEET)	SECTION AREA (SQUARE FEET)	MEAN VELOCITY (FEET PER SECOND)	REGULATORY	WITHOUT FLOODWAY (FEET NGVD)	WITH FLOODWAY (FEET NGVD)	INCREASE
Willamette River (Cont'd)								
AA	121,480	587	8,885	8.0	419.5	419.5	420.3	0.8
AB	123,250	575	9,010	7.9	422.7	422.7	423.1	0.4
AC	124,250	875	9,486	7.5	424.3	424.3	424.5	0.2
AD	126,030	800	9,290	7.6	426.1	426.1	426.7	0.6
AE	127,540	812	10,759	6.6	428.5	428.5	429.5	1.0
AF	129,020	503	8,080	8.8	430.7	430.7	431.4	0.7
AG	130,330	503	8,755	8.1	432.8	432.8	433.3	0.5
AH	132,080	626	8,097	8.8	435.3	435.3	435.7	0.4
AI	133,190	627	8,382	8.5	437.5	437.5	437.7	0.2
AJ	134,090	590	8,345	8.5	439.1	439.1	439.1	0.0
AK	134,140	590	8,402	8.4	439.2	439.2	439.3	0.1
AL	134,230	590	8,503	8.4	439.3	439.3	439.4	0.1
AM	134,280	590	8,556	8.3	439.3	439.3	439.4	0.1
AN	135,050	427	6,888	10.3	440.4	440.4	440.5	0.1
AO	135,090	395	6,693	10.6	440.4	440.4	440.5	0.1
AP	136,730	353	6,789	10.5	443.1	443.1	443.6	0.5
AQ	139,090	337	6,911	10.3	448.2	448.2	448.7	0.5
AR	140,210	398	8,361	8.5	449.9	449.9	450.6	0.7
AS	142,620	999	16,189	4.6	452.4	452.4	453.2	0.8
↑ REVISED AREA				REVISED TO REFLECT LOMR				

[1]Feet above approximately 11,850 feet downstream of U.S. Highway 99E

EFFECTIVE: July 27, 2009

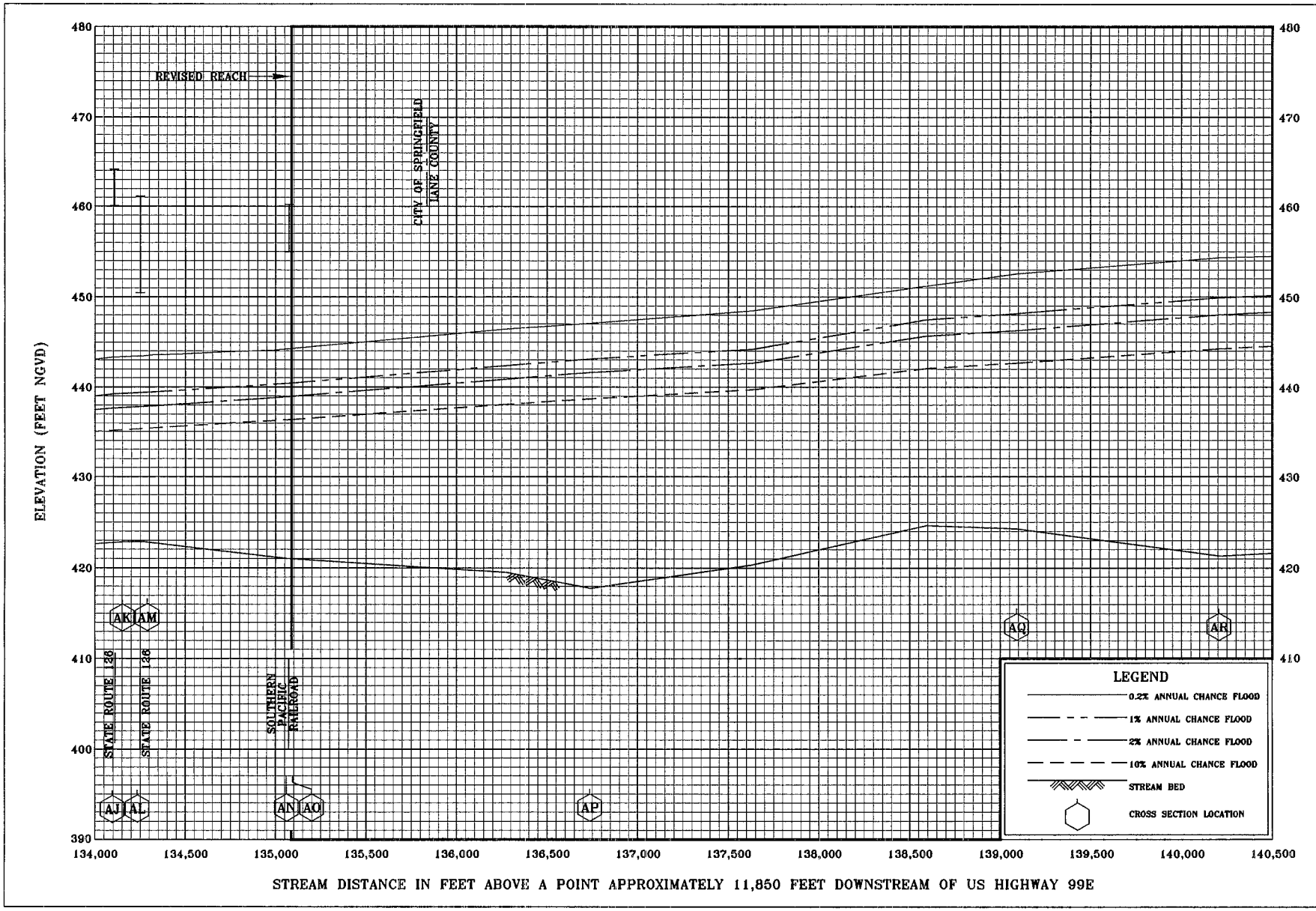
TABLE 7

FEDERAL EMERGENCY MANAGEMENT AGENCY

LANE COUNTY, OR AND INCORPORATED AREAS

FLOODWAY DATA

WILLAMETTE RIVER



FLOOD PROFILES

WILLAMETTE RIVER

REVISED TO REFLECT LOMR EFFECTIVE: July 27, 2009

FEDERAL EMERGENCY MANAGEMENT AGENCY

LANE COUNTY, OR
AND INCORPORATED AREAS

193P

Legend

1% annual chance (100-Year) Floodplain

1% annual chance (100-Year) Floodway

0.2% annual chance (500-Year) Floodplain

MAP SCALE 1" = 500'

NATIONAL FLOOD INSURANCE PROGRAM

LANE COUNTY, OREGON AND INCORPORATED AREAS

(SEE MAP INDEX FOR FIRM PANEL LAYOUT)

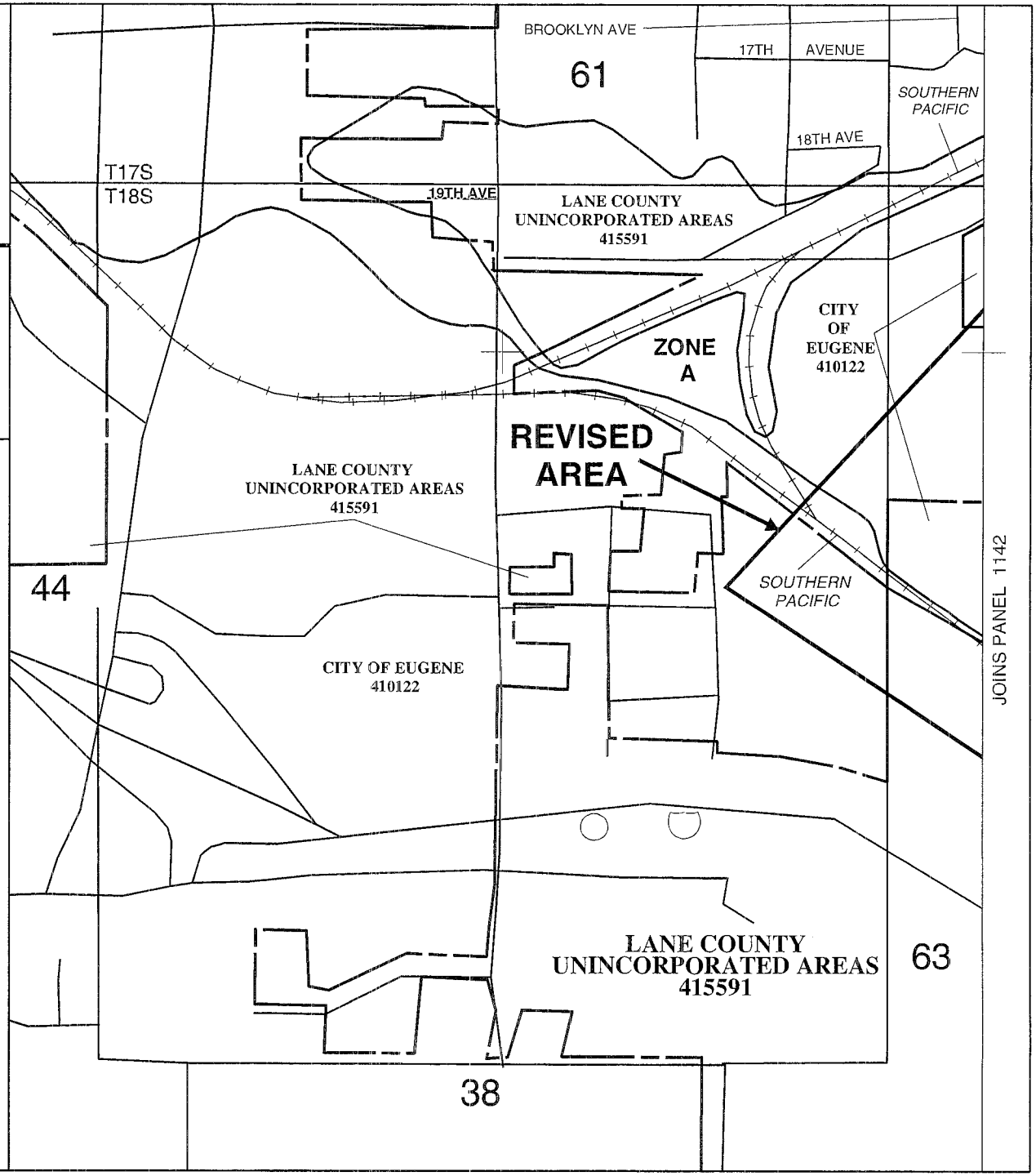
CONTAINS:

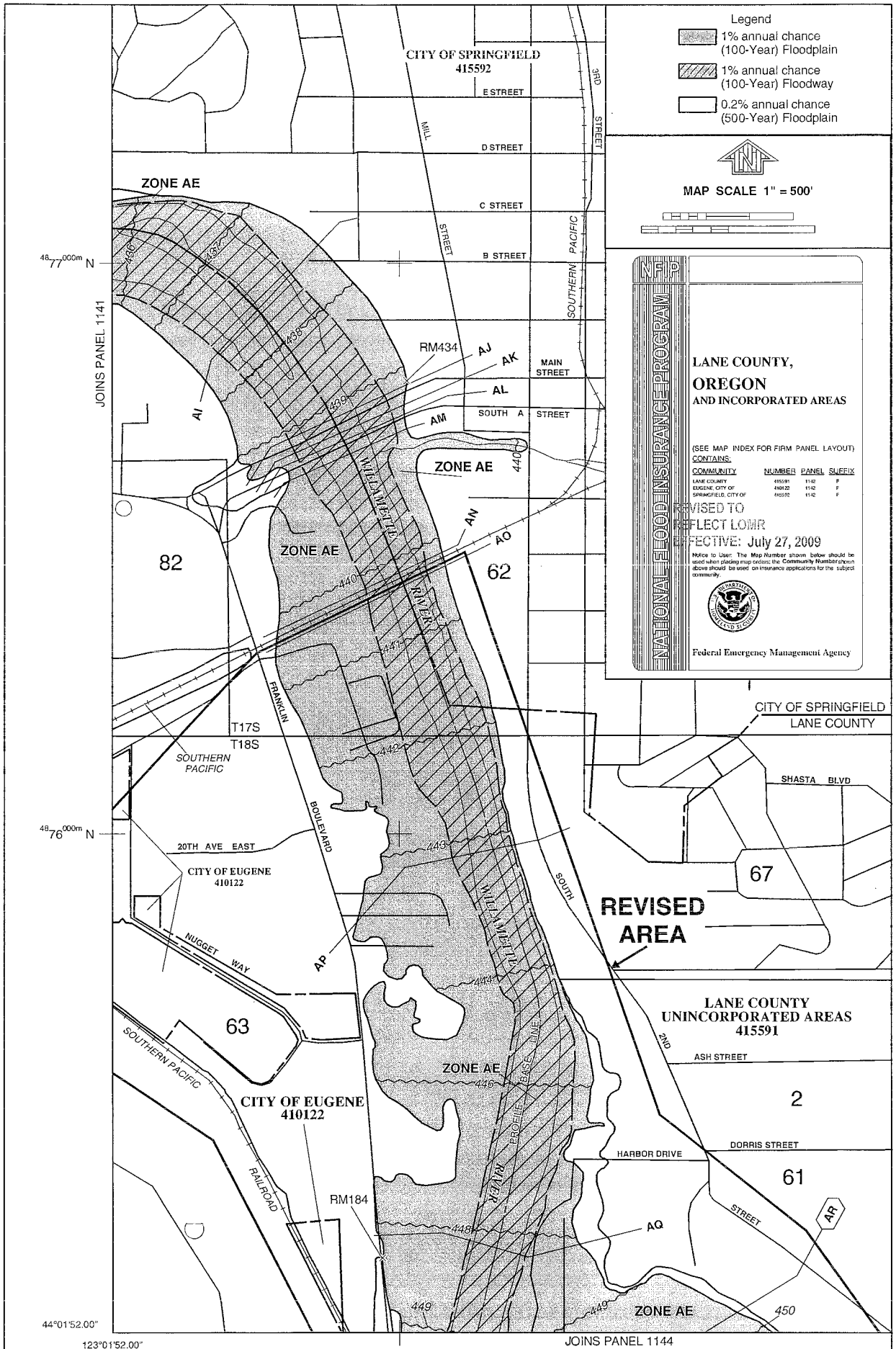
COMMUNITY	NUMBER	PANEL	SUFFIX
LANE COUNTY	415591	1141	F
EUGENE, CITY OF	410122	1141	F
SPRINGFIELD, CITY OF	415592	1141	F

REVISED TO REFLECT LOMR EFFECTIVE: July 27, 2009

Notice to User: The **Map Number** shown below should be used when placing map orders; the **Community Number** shown above should be used on insurance applications for the subject community.

Federal Emergency Management Agency




Legend
1% annual chance (100-Year) Floodplain
1% annual chance (100-Year) Floodway
0.2% annual chance (500-Year) Floodplain
MAP SCALE 1" = 500'
NATIONAL FLOOD INSURANCE PROGRAM
LANE COUNTY, OREGON
AND INCORPORATED AREAS
(SEE MAP INDEX FOR FIRM PANEL LAYOUT)
CONTAINS:
COMMUNITY NUMBER PANEL SUFFIX
LANE COUNTY 415591 1142 F
EUGENE, CITY OF 410122 1142 F
SPRINGFIELD, CITY OF 415592 1142 F
REVISED TO REFLECT LOMR EFFECTIVE: July 27, 2009
Notice to User: The Map Number shown below should be used when placing map orders; the Community Number shown above should be used on insurance applications for the subject community.
Federal Emergency Management Agency
CITY OF SPRINGFIELD 415592
E STREET
D STREET
C STREET
B STREET
MAIN STREET
SOUTH A STREET
MILL STREET
3RD STREET
SOUTHERN PACIFIC
ZONE AE
RM434
AI
AJ
AK
AL
AM
AN
AO
AP
AQ
AR
WILLAMETTE RIVER
82
62
67
63
2
61
JOINS PANEL 1141
JOINS PANEL 1144
T17S
T18S
FRANKLIN BOULEVARD
SOUTHERN PACIFIC
20TH AVE EAST
CITY OF EUGENE 410122
NUGGET WAY
RAILROAD
RM184
CITY OF SPRINGFIELD
LANE COUNTY
SHASTA BLVD
REVISED AREA
LANE COUNTY UNINCORPORATED AREAS 415591
2ND STREET
ASH STREET
DORRIS STREET
HARBOR DRIVE
BASE FLOOD ELEVATIONS
PROFILE BASE LINE
44°01'52.00"
123°01'52.00"

Lane Council of Governments
99 East Broadway, Suite 400, Eugene, Oregon 97401-3111 (541) 682-4283 Fax: (541) 682-4099 TTY: (541) 682-4567

September 26, 2005

Mel Oberst, Planning Supervisor
Development Services
City of Springfield
225 5th St.
Springfield, OR 97477

Dear Mel:

Please find the attached hearings official decision regarding the Marvin request SHR 2005–00004 regarding the establishment of the the greenway setback on tax lot 100, assessor's map 17–03–34–41.

If you have any questions regarding this decision please call me at 682–4431.

Sincerely,

Gary Darnielle
Springfield Hearings Official

Cc: Mr. Colin Stephens

SPRINGFIELD HEARINGS OFFICIAL
REQUEST FOR A DETERMINATION OF A GREENWAY SETBACK LINE PER SECTION 25.060 OF THE SPRINGFIELD DEVELOPMENT CODE

Application Summary

Phil L. Marvin requests the establishment of the Greenway Setback Line (Setback) within the Willamette Greenway Overlay District on tax lot 100, assessor's map 17–03–34–41.

Application History

Hearing Date:	August 10, 2005 (Record Held Open Until August 31, 2005)
Decision Date:	September 26, 2005
Appeal Deadline:	October 17, 2005 Oregon Land Use Board of Appeals

Statement of Criteria and Standards

Section 1.030(2) Springfield Development Code
Section 25.060 Springfield Development Code
Eugene–Springfield Metropolitan Area General Plan (Metro Plan)
Glenwood Refinement Plan
Willamalane Park and Recreation District 20–Year Comprehensive Plan (2004)
TransPlan (Eugene–Springfield Transportation Plan)

Facts Relied Upon (Findings)

1. The applicant, Phil L. Marvin, requests the establishment of the Greenway Setback Line (Setback) within the Willamette Greenway Overlay District on tax lot 100, assessor's map 17–03–34–41. This property, hereinafter referred to as the "subject property, " is located immediately downstream from the Glenwood–Springfield bridge, outside the Springfield City limits and within the urban growth boundary (UGB). The subject property is subject to the Willamette Greenway Overlay zone that establishes a "temporary setback" of 150 feet. The subject property is about 7 acres in size and is triangular in shape. It is vacant and the applicant has not identified a future use for the property.

   The subject property has had a long history of use in agriculture, being used as an orchard as early as 1936. By 1944, most of the subject property's riparian vegetation had been removed and a more active row cropping was evident. By 1968, the orchard was eliminated, and the site was primarily in a meadow/ leveled and disturbed condition, with a redeveloping riparian ribbon. The 1973 and 1979 aerials show the site as an abandoned meadow, with small trees becoming evident in the meadow area, as well as Armenian blackberry. The 1990 and 2000 aerial photographs show the parcel as vacant, with large patches of blackberry, scattered trees and numerous trails present in the meadow area, and the riparian ribbon displaying more trees, specifically along the bank and top of bank on the river.

2. In August of 2005, the riparian vegetation along the riverbank of the subject property was marked.[1] Beginning at the northwest corner of the subject property, a flag was placed every 50 feet along the subject property' s perimeter along the river, with a flag being placed either at the edge of the riparian vegetative canopy or at 10 feet from the top of the riverbank, whichever distance was set back farther from the riverbank. The riparian vegetative canopy was found to vary from one to 26 feet back from the river bank, with eight of the 17 flags being placed greater than 10 feet back from the riverbank. Only three flags were farther than 20 feet from the riverbank.

3. Several functional and refinement plans of the Metro Plan reference a bike path along the south bank of the Willamette River, across the subject property. TransPlan (July 2002) identifies the path as South Bank Trail (A), running from I–5 to the Springfield Bridge, and lists it as Project 851. Project 851 is listed as a Future Bikeway Project, one that is not planned for construction during the 20–year planning period. Transportation System Improvement Bicycle Policy #1 supports construction of multiple–use bicycle/pedestrian paths along the Willamette River within the Willamette River Greenway.

   The Glenwood Refinement Plan (November 1999) (Pg 53) notes that the bike path is a continuation of the South Bank Trail and that it is a conceptual alignment. Transportation Policy 4.5 acknowledges that bicycle path access easements along the river would have to be acquired by purchase or donation and that the bicycle paths must be designed and constructed to ensure the public's safety and the protection of private property.

   The Willamalane Park & Recreation District's 20–Year Comprehensive Plan serves as the City of Springfield's recreational master plan. Chapter 4 Strategies and Actions Map 3 shows the South Bank Trail as a proposed off–street bike path and Table 4 (Item 4.15) identifies the bike path as TransPlan Project 851.

Decision

IN REGARD TO JOURNAL NUMBER SHR 2005–00004, THE SPRINGFIELD HEARINGS OFFICIAL CONCLUDES THAT THE LOCATION OF THE GREENWAY SETBACK ON TAX LOT 100, ASSESSOR'S MAP 17–03–34–41, SHALL BE THE EXISTING RIPARIAN VEGETATION LINE, AS DETERMINED BY THE SURVEY CONDUCTED BY COYOTE CREEK ENVIRONMENTAL SERVICES, INC.

THE LOCATION OF THE GREENWAY SETBACK LINE SHALL BE SURVEYED AND MOUNTED AND THE SURVEY SHALL BE FILED WITH THE CITY OF SPRINGFIELD.

Not a part of this decision, but as notice to all parties, Section 25.070 of the SDC requires that development within the Willamette River Greenway Overlay Zone be subject to the discretionary use permit criterion of Section 10.030 of the SDC and to the application of Section 25.060 of the SDC. Other approval criterion may also be applicable at the time that a permit for development is submitted.

[1] August 19, 2005 letter from Michael W. Snippey, Coyote Creek Environmental Services, Inc. to Dan Terrell, regarding the flagging of the riparian zone on tax lot 100.

Justification for the Decision (Conclusion)

The subject property currently is regulated by the Greenway Overlay District, which applies to all land within 150 feet from the ordinary low water line of the Willamette River. This overlay district allows the uses permitted in the underlying zoning district except for that portion of the overlay zone subject to a Greenway Setback Line. Any request for land within the overlay district but without a setback line must be accompanied by an application for the establishment of a setback line.

Section 25.060 of the SDC provides that the Greenway Overlay District shall substitute temporarily as the Greenway Setback Line where there is no established Setback Line. This section of the Code further provides that the Setback Line may be established without an accompanying request for development approval and requires that a setback determination must be consistent with eight criterion derived from Section C.3 of the Willamette River Greenway Goal.

The City argues that the policies of the Glenwood Refinement Plan (GRP) must also be applied to the setback determination and points to guidelines on pages 37 and 38 of the GRP that suggest that structures (new or expanded) be set back between 25 and 35 feet from the top of the riverbank, unless floodway boundaries require a greater separation. The explicit intent of these guidelines is to protect the riparian area, to allow adequate space for uses that are not water–related or water–dependent, and to allow enough space for the construction of a riverfront bike path. Staff has noted that a 25–foot easement is necessary to support a bike path and related support structures (light poles, paving, shoulders).

Section 25.060 provides several standards against which a requested interpretation must be reviewed. These standards are as follows:

(1) ***Local, regional and state recreational needs shall be provided for consistent with the carrying capacity of the land. The possibility that public recreation use might disturb adjacent property shall be considered and minimized to the greatest extent possible.***

The need for a recreational, off–street bike path along the river bank through the subject property has been documented by TransPlan, the Glenwood Refinement Plan and the Willamalane 20–year Comprehensive Plan. The Glenwood Refinement Plan suggests that, at a minimum, a 25–foot setback from the top of the river bank be maintained to allow for a bike/pedestrian access.

One must conclude that there has been a strong and consistent statement of policy regarding the need for a bicycle/pedestrian path along the south side of the Willamette River through Glenwood. The Glenwood Refinement Plan acknowledges that the design for such a path must address public safety concerns and private property rights.

The applicant questions whether a bicycle path could legally be considered as a "water–dependent" or "water–related" use. If not, then the bicycle path could not be constructed within the setback area that was sized to accommodate it!

On its face, this argument appears to have some merit as it reflects various policy concerns regarding transportation facilities being located within the Willamette River Greenway setback. For instance, "water–related" uses are defined by the Statewide Planning Goals as:

"Uses which are not directly dependent upon access to a water body, but which provide goods or services that are directly associated with water–dependent land

or waterway use, and which, if not located adjacent to water, would result in a public loss of quality in the goods or services offered. Except as necessary for water–dependent or water–related uses or facilities, residences, parking lots, spoil and dump sites, roads and highways, ...are not generally considered dependent on or related to water location needs."(Emphasis mine)

Also pertinent is Willamette River Greenway, River Corridors, and Waterway Element Policy #13 of the Metro Plan (Page II–D–5) which notes that an exception to the Statewide Planning Goals is required for non–water dependent transportation facilities that require the placement of fill within the Willamette River Greenway setback.

TransPlan lists the proposed bike path (Project 851) as a multi–use facility, one that presumably has greater recreational value for bikers and pedestrians than transportation importance since TransPlan and the Glenwood Refinement Plan both call for on–street bike paths along Franklin Boulevard. I believe that a credible argument can be made that a bike path within the Greenway setback is a water–related use since it would provide visual access to the river.

The above–discussion, however, is not directly related to the criterion, which demands a comparison of the recreational needs of the public with the carrying capacity of the land. The carrying capacity of the subject property for recreational uses is currently at its maximum, whatever that might be, since it is vacant. The establishment of the Greenway setback will not change that status and therefore has very little practical effect on the ability of the subject property to satisfy the recreational needs of the community. In actuality, the best time to address the carrying capacity analysis is at the time that development is proposed.

(2) ***Adequate public access to the river shall be provided.***

There is nothing in the record that suggests that the subject property contains any unique public access resources for the public and public access is not currently accommodated. However, the various comprehensive plan provisions for a bike path in Glenwood along the southern bank of the Willamette River suggest that there is a general need for visual access to the river.

(3) ***Significant fish and wildlife habitats shall be protected.***

The Glenwood Refinement Plan (Pg. 39) acknowledges that there are no significant fish or wildlife habitat areas identified within the Glenwood portion of the Willamette River Greenway.

(4) ***Identified scenic qualities and view-points shall be preserved.***

The Glenwood Refinement Plan (Pg. 39) notes that there are no identified scenic qualities or viewpoints within the Glenwood portion of the Willamette River Greenway.

(5) ***The maintenance of public safety and protection of public and private property, especially from vandalism and trespass shall be provided for to the maximum extent practicable.***

The present application does not appear to be applicable to this criterion.

(6) ***The natural vegetative fringe along the river shall be enhanced and protected to the maximum extent practicable.***

The detailed mapping done of the vegetative fringe along the river–side portion of the subject property identifies the boundaries of the riparian area. The mapping identifies eight areas where the riparian vegetation extends 10 or more feet back from the river bank. While City staff expressed surprise at the results of this mapping project, they did not challenge the determination.

The applicant points out that if the design needs of a bicycle path are correctly identified (i.e, a 25–foot wide easement for lighting, paving, and shoulders) then a setback area established to allow the bicycle path would result in the obliteration of all but a small portion of the existing riparian vegetation.

(7) ***The location of known aggregate deposits shall be considered. Aggregate extraction may be permitted outside the Greenway Setback Area subject to compliance with State law, the underlying district and conditions of approval designed to minimize adverse effects on water quality, fish and wildlife, vegetation, bank stabilization, stream flow, visual quality, quiet and safety and to guarantee reclamation.***

The Glenwood Refinement Plan (Pg. 39) notes that aggregate extraction is not anticipated in the area subject to its jurisdiction.

(8) ***Developments shall be directed away from the river to the greatest possible degree; provided, however, lands committed to urban uses shall be permitted to continue as urban uses, including port, public, industrial, commercial and residential uses, uses pertaining to navigational requirements, water and land access needs and related facilities.***

There is no development proposed with this application and therefore this criterion is not presently applicable. However, within the Greenway Overlay District, any change or intensification of use, or construction that has a significant visual impact must obtain Discretionary Use Approval (Section 10.030), even if a greenway setback line has been established. Section 25.070 requires that applications in the Greenway Overlay District also meet the standards of Section 25.060.

An analysis of the above–listed criteria supports a conclusion that only one criterion appears to be directly related to the current circumstances of the subject property. That is Section 25.060(6), which requires that the natural vegetative fringe along the river be protected and enhanced to the maximum extent possible. This resource has been inventoried and mapped on the subject property and the only available tool to "protect and enhance" it is through the location of the Greenway Setback Line.

In the context of this application, and without meaning to evoke Section 25.060(3), the plans for a bike path in Glenwood along the southern bank of the Willamette River are somewhat of a red herring. Clearly there is a public need for the bike path but it is also recognized that the location of the path may, in some cases, vary from the conceptual design. The most important point, and one raised by the applicant, is that it would be very difficult for the City to construct the proposed bike path in a manner suggested that was consistent with the retention of riparian vegetation as mandated by Section 25.060(6).

The best time to provide for the bike path is when development is proposed for the subject property. Section 25.060(8) makes it clear that a discretionary use permit will be required for any development within the 150–foot Willamette Greenway Overlay Zone. In this regard, Section 10.030(1) of the SDC requires that proposed uses conform to the Metro Plan and to applicable refinement plans. Further, Section 10.030(2)(b) of the SDC requires that adequate and safe pedestrian and bicycle circulation be provided. Section 25.060(8) also notes that the standards of Section 25.060 will also be applied at the time that development is proposed to occur within the Overlay Zone. These review standards must be applied regardless of whether a Greenway setback has already been established.

Respectfully Submitted,

Gary Darnielle
Springfield Hearing Official

AFFIDAVIT OF SERVICE

STATE OF OREGON }
} **ss.**
County of Lane }

I, Brenda Jones, being first duly sworn, do hereby depose and say as follows:

1. I state that I am a Management Support Specialist for the Planning Division of the Development Services Department, City of Springfield, Oregon.

2. I state that in my capacity as Management Support Specialist, I prepared and caused to be mailed copies of ***Notice of Decision, Springfield Planning Commission, Re: TYP312-00003 Shamrock Homes LLC, Yoon Hwan Shin*** (See attachment "A") on ***November 7, 2012*** addressed to (see Attachment "B"), by causing said letters to be placed in a U.S. mail box with postage fully prepaid thereon.

Brenda Jones

Brenda Jones
Management Support Specialist

STATE OF OREGON, County of Lane

NOV. 7TH, **2012** Personally appeared the above named Brenda Jones, Management Support Specialist, who acknowledged the foregoing instrument to be their voluntary act. Before me:

OFFICIAL SEAL
KATHRYN E REEDER
NOTARY PUBLIC-OREGON
COMMISSION NO. 443126
MY COMMISSION EXPIRES OCT 4, 2013

My Commission Expires: 10/4/13

Date Received: 11/7/2012
Planner: AL

NOTICE OF DECISION
SPRINGFIELD PLANNING COMMISSION

DATE OF NOTICE: November 7, 2012

DATE OF DECISION: November 6, 2012

CASE NUMBER: TYP312-00003

APPLICANT: Nick Klingensmith, Law Office of Bill Kloos PC on behalf of Yoon Hwan Shin, Shamrock Homes LLC, owner

NATURE OF APPLICATION:
Approval of the Willamette Greenway Setback Determination Without Development

The subject property is located at 4531 Franklin Boulevard (Tax Assessor's Map 17-03-34-33, Tax Lot 301). The application was initiated and submitted in accordance with Section 5.4-105 of the Springfield Development Code, and accepted as complete on September 7, 2012.

The Springfield Planning Commission held a public hearing on November 6, 2012 on the request to approve a Willamette Greenway Setback Determination. The Development & Public Works Department notes, staff report (refer to criteria SDC 3.3-325) and recommendation together with testimony and submittal of the persons testifying at the hearing were considered and made part of the record of the proceeding.

DECISION:
The Springfield Planning Commission voted 6-0 with one absent to approve the Willamette Greenway Setback Determination.

APPEAL:
The applicant or any party with standing may appeal this decision to the City Council. The appeal must be submitted to the Development Services Department, 225 Fifth Street, Springfield, OR 97477, within 15 days of the Planning Commission's decision. The appeal must be in accordance with the Springfield Development Code Section 5.3-100, *Appeals*. The appeal must be submitted on a City form and a fee of $2,322.00 must be paid with the submittal. The fee will be returned to the appellant only if the City Council approves the Appeal Application.

QUESTIONS:
If you have any questions concerning this matter, please contact Andy Limbird at 541-726-3784 or by email: alimbird@springfield-or.gov.

Andy Limbird, Senior Planner

Date Received: 11/7/2012
Planner: AL

BEFORE THE PLANNING COMMISSION
OF THE
CITY OF SPRINGFIELD, OREGON

REQUEST FOR WILLAMETTE GREENWAY SETBACK DETERMINATION, WITHOUT DEVELOPMENT	+ + + +	CASE NO. TYP312-00003 FINDINGS, CONCLUSIONS, AND RECOMMENDATION

NATURE OF THE APPLICATION

Establish the Willamette Greenway Setback for Assessor's Map 17-03-34-44, Tax Lot 301, municipally addressed as 4531 Franklin Boulevard.

1. On September 7, 2012 the following application for a Willamette Greenway Setback Determination was accepted and deemed complete: Establish the Willamette Greenway Setback, without development, for an existing mobile home park in Glenwood comprising approximately 10.85 acres, Case Number TYP312-00003, Nick Klingensmith, Law Office of Bill Kloos, applicant.

2. The application was submitted in accordance with Section 5.4-105 of the Springfield Development Code. Timely and sufficient notice of the public hearing, pursuant to Section 5.2-115 of the Springfield Development Code, has been provided.

3. On November 6, 2012 a public hearing on the zone change request was held. The Development and Public Works Department staff notes including criteria of approval, findings and recommendations, together with the testimony and submittals of the persons testifying at that hearing have been considered and are part of the record of this proceeding.

CONCLUSION

On the basis of this record, the requested Willamette Greenway Setback application is consistent with the criteria of Section 5.22-115 of the Springfield Development Code. This general finding is supported by the specific findings of fact and conclusions in the attached staff report (Exhibit A) and attached hereto.

ORDER

It is ORDERED by the Planning Commission of Springfield that Case Number TYP312-00003, Willamette Greenway Setback Determination, be approved. This ORDER was presented to and approved by the Planning Commission on November 6, 2012.

John L. Kirschenmann
Planning Commission Chairperson

ATTEST
AYES: 6
NOES: 0
ABSENT: 1
ABSTAIN:

Date Received: 11/7/2012
Planner: AL

SPRINGFIELD

NGFIELD, OREGON

ENT SERVICES
TREET
LD, OR 97477

Nick Klingensmith
Law Office of Bill Kloos PC
375 W. 4th Ave. Suite 204
Eugene OR 97401

.D, OR 97477

Yoon Hwan Shin
Shamrock Homes LLC
389 W. 6th Ave. Suite 201
Eugene OR 97401

IENT SERVICES
STREET
LD, OR 97477

Virgil Langley
4531 Franklin Boulevard
Space #68
Eugene OR 97403

Date Received: 11/7/2012
Planner: AL

AGENDA ITEM SUMMARY	**Meeting Date:**	11/6/2012
	Meeting Type:	Regular Meeting
	Staff Contact/Dept.:	Andy Limbird/DPW
	Staff Phone No:	726-3784
S P R I N G F I E L D PLANNING COMMISSION	**Estimated Time:**	30 Minutes

ITEM TITLE:	Request for Willamette Greenway Setback Determination for Shamrock Mobile Home Park; Yoon Hwan Shin, Applicant
ACTION REQUESTED:	Planning Commission approval of this Willamette Greenway Setback Determination request (TYP312-00003) by motion.
ISSUE STATEMENT:	The Planning Commission is requested to conduct a public hearing and decide whether or not to approve a Willamette Greenway Setback Determination request for the property at 4531 Franklin Boulevard (Map 17-03-34-44, Tax Lot 301).
ATTACHMENTS:	Attachment 1: Staff Report and Findings Exhibit A: Site Context Map Exhibit B: Application Form and Applicant's Project Narrative Exhibit C: Applicant's Site Inventory of Natural Resources Exhibit D: Hearings Official's Decision – Case SHR2005-00004 Attachment 2: Planning Commission Final Order
DISCUSSION:	The applicant is requesting the Willamette Greenway Setback Determination for approximately 3.1 acres of a 10.85 acre parcel on the west bank of the Willamette River in Glenwood, just upstream of the Southern Pacific Railway bridge. The current zoning for the subject area is Low Density Residential (LDR) and the property is designated Employment Mixed Use in the adopted *Glenwood Refinement Plan*. The property is developed with a residential mobile home park and the applicant is not proposing any specific development with this request. A Site Inventory of Natural Resources report was prepared and submitted for the site, which indicates the existing riparian vegetation occupies a narrow, variable-width ribbon along the eastern edge of the property. Staff conducted a site visit on October 17, 2012 and do not challenge the findings in the applicant's Site Inventory. Staff recommends approval based on findings contained in the attached Staff Report.

TYPE III – WILLAMETTE GREENWAY SETBACK DETERMINATION, WITHOUT DEVELOPMENT STAFF REPORT AND RECOMMENDATION

File Name: Shamrock Homes Willamette Greenway Setback Determination

Owner: Yoon Hwan Shin, Shamrock Homes LLC

Applicant: Nick Klingensmith,
Law Office of Bill Kloos PC

Case Number: TYP312-00003

Proposal Location: 4531 Franklin Blvd
(Map 17-03-34-44, TL 301)

Existing Zoning: Low Density Residential (LDR)

Comprehensive Plan: *Glenwood Refinement Plan*

Refinement Plan Designation:
Employment Mixed-Use

Initial Submittal Date: July 17, 2012

Application Considered Complete: Sept. 7, 2012

Date of Public Hearing: November 6, 2012

Associated Applications: None

CITY OF SPRINGFIELD'S DEVELOPMENT REVIEW COMMITTEE

POSITION	REVIEW OF	NAME	PHONE
Project Manager	Planning	Andy Limbird	541-726-3784
Transportation Planning Engineer	Transportation	Michael Liebler	541-736-1034
Public Works Civil Engineer	Streets and Utilities	Clayton McEachern	541-736-1036
Deputy Fire Marshal	Fire and Life Safety	Gilbert Gordon	541-726-2293
Building Official	Building	David Bowlsby	541-736-1029

APPLICANT'S DEVELOPMENT REVIEW TEAM

POSITION	NAME	PHONE	MAILING ADDRESS
Owner	Yoon Hwan Shin	541-431-1079	Shamrock Homes LLC 389 W. 6th Avenue Eugene OR 97401
Applicant	Nick Klingensmith	541-912-5280	Law Office of Bill Kloos PC 375 W. 4th Avenue Eugene, OR 97401

Review Process (SDC 3.3-315): The subject request for Willamette Greenway Setback Determination is being reviewed under Type III procedures. In accordance with Springfield Development Code (SDC) 5.1-135, Type III decisions generally use discretionary approval criteria. The criteria of approval for Willamette Greenway Setback Determination are found in SDC 3.3-325. There is no specific development proposal associated with this request for Willamette Greenway Setback Determination. However, any future development or redevelopment of the site will be subject to the Discretionary Use approval criteria of SDC 5.9-120.

Site Information: The property subject to the Willamette Greenway Setback Determination is an existing 10.85-acre residential mobile home park located at 4531 Franklin Boulevard (Map 17-03-34-44, Tax Lot 301). The property is on the west bank of the Willamette River and lies within the Glenwood Riverfront area of the recently-adopted *Glenwood Refinement Plan* (Ordinance #6279) . The property is within the Springfield City limits, but is not yet connected to the public sanitary sewer system. Staff estimates there are developed spaces for approximately 124 dwelling units on the site, which include a combination of vehicle-sized parking pads for trailer and recreational vehicle (RV) parking and larger pads for mobile home placement.

Notice Requirements (SDC 3.3-300, 5.1-135 & 5.9-100): Consistent with SDC 5.1-135, notice was provided as follows:

> **Mailed Notice.** Notice of the Willamette Greenway Setback Determination was mailed October 17, 2012, which is at least 14 days prior to the public hearing date, to the affected property owner(s) and owners and occupants of properties located within 300 feet of the perimeter of the affected territory. Notification of the public hearing was also sent by email to the Oregon Department of Transportation and Lane County.
>
> **Newspaper Notice.** Notice of the November 6, 2012 public hearing was published in *The Register-Guard* on October 22 & 29, 2012.
>
> **Posted Notice.** Notice of the November 6, 2012 public hearing was posted in four public places in the City: along the subject property frontage on Franklin Boulevard; at the Springfield City Hall and in the Development and Public Works office; and on the City of Springfield website, on or before October 22, 2012.

<u>Conclusion</u>: Notice of the public hearing was provided consistent with SDC 3.3-300 & 5.1-135.

Recommendation to Planning Commission (SDC 5.1-135): The Director shall forward a staff report and written recommendation on the Willamette Greenway Setback Determination request based on the review criteria specified in Section 3.3-325, which are provided as follows with the SDC requirements, findings, and conclusions. The Director's recommendation to the Planning Commission follows SDC 3.3-325, Criteria.

The establishment of the Willamette Greenway Setback for this property will determine the minimum setback distance from the top of bank within which only water-related and water-dependent activities can and should occur. Beyond this established setback other forms of development or redevelopment could be considered, subject to the City's discretionary use procedures.

Criteria (SDC 3.3-325): The application may be approved only if the Planning Commission finds that the proposal conforms to the following criteria:

A. Local, regional and State recreational needs shall be provided for consistent with the carrying capacity of the land. The possibility that public recreational use might disturb adjacent property shall be considered and minimized to the greatest extent possible.

Applicant's Submittal: *The applicable functional plan for recreation in this area is the* Willamalane Park and Recreational Plan *(2004), which is an element of the Metro Area General Plan. The park plan does not designate any portion of the subject property for park use. The park plan identifies the need for "Special Use Parks" within the park district. See page 32. Table 5 in the park plan proposes a "Glenwood Riverfront Park." The "action" proposal in Table 5 states: "Pursue acquisition and development of a multiuse riverfront park in the Glenwood area." See page 52, item 5.3. This proposal is reflected on Map 2 in the park plan: "Existing and Proposed Park and Recreation Resources."*

The Glenwood Refinement Plan also discusses park acquisition in the area around the subject property. Subarea 9, McVay Mixed-Use Area Policy 4 provides, "The City shall defer to Willamalane to consider the potential for future park development within the area adjacent to the Willamette River."

What can be gleaned from the park plan is that Willamalane anticipated acquiring and developing a riverfront park in the Glenwood area. That proposal is not site-specific. Also, the Glenwood Refinement Plan defers park acquisition decisions to Willamalane. More significantly, the proposed establishment of the boundary line has no direct bearing on implementation of the parks plan. The district's options for negotiating for park land purchase, on this site or any other site in the Glenwood area, remain unchanged by this application. This application involves the establishment of a Greenway Setback Line, and does not involve development or the use of the site for recreation, or have an effect on adjacent properties.

Several functional and refinement plans reference a bike path along the south bank of the Willamette River. TransPlan (July 2002) identifies a South Bank Trail to run from I-5 to the Springfield Bridge. The Glenwood Refinement Plan (November 1999) shows, at page 53, a "Proposed Off-Street Path" as a continuation of the path shown in the TransPlan. As the Hearings Official noted in Jo. No. SHR 2005-00004 (a similar Willamette Greenway Setback determination for a property downstream from the subject property) the Glenwood Refinement Plan states that the bike path diagram is a conceptual alignment. See Glenwood Refinement Plan 54. That Discussion and implementing strategy 4.5 indicate that the bike path route is not fixed and that the route itself will need to be obtained through purchase or voluntary donation easements as part of the development review process.

Because the property will remain within the Willamette Greenway Overlay District after the Willamette Greenway Setback Line is established, development proposals for the property will be subject to Discretionary Use procedures (SDC 5.9-100) and Site Plan Review (SDC 5.17-100). See SDC 3.3-315. Consequently, as the Hearings Official concluded in Jo. No. SHR 2005-00004, "The best time to provide for the bike path is when development is proposed for the subject property." A copy of Jo. No SHR 2005-00004 is attached hereto as Exhibit E.

Staff Findings and Recommendations:

Finding: The subject property is not a private or public recreational site, nor is it proposed as such with this Willamette Greenway Setback determination request. However, the recently-adopted *Glenwood Refinement Plan*, Open Space Chapter (Figure 10) identifies a potential riverfront park along the entire Glenwood stretch of the Willamette River. The adopted Refinement Plan acknowledges that creation of the linear riverfront park will require the cooperation of the City, Willamalane Park & Recreation District, private property owners and other stakeholders, and will be achieved incrementally as properties develop and/or redevelop.

Finding: The subject site is zoned for low density residential dwellings and is developed with recreational vehicle, trailer and mobile home parking pads. Portions of the existing site development, including internal driveways, parking areas and other improvements, are within 50 feet or less of the west bank of the Willamette River. The applicant is not proposing to develop or redevelop the site with this Willamette Greenway Setback determination request. Should the property be proposed for additional development or redevelopment in the future, it will need to go through a Discretionary Use process as noted in the applicant's narrative.

Finding: Due to the nature and extent of the existing residential development, and its proximity to the riverbank, the property's carrying capacity for recreational use is limited. Aside from a linear vegetative fringe along the river's edge, the property is otherwise developed and would require comprehensive development or redevelopment to accommodate public recreational uses on the site.

Finding: Staff conducted a site visit on October 17, 2012 and observed that the strip of riverfront land subject to this Willamette Greenway Setback determination is maintained as manicured lawn with picnic tables, barbecue grills, a dog enclosure, and horseshoe pits. Therefore, the area currently functions as a passive recreational area for residents.

Finding: With future development or redevelopment of the property, it is possible that a portion of the site may be allocated to private and/or public recreational use to achieve stated objectives of the *Glenwood Refinement Plan*. Because of overarching federal and State regulations, including Statewide Planning Goals 5 and 15 and pending changes to Federal Emergency Management Agency (FEMA) floodplain development regulations, it is also possible that most types of future development would be precluded from areas in close proximity to the Willamette River. In any event, this request for Willamette Greenway Setback determination does not facilitate or preclude future recreational use of the riverbank area. Moreover, this request does not automatically confer any additional development potential to the property within 75 feet of the top of riverbank. Therefore, this criterion is not applicable at this time.

Conclusion: The proposal satisfies this criterion.

B. Adequate public access to the river shall be provided.

Applicant's Submittal: *The subject property is currently developed with a mobile home park and access to the river is provided for the tenants and guests of that use. As the Glenwood Refinement Plan implementing strategy 4.5 notes, the Greenway Goal protects existing uses. Consequently, the existing level of public access to the river is consistent with the Goal and this standard.*

As noted above, several refinement plans indicate a desire for a public pedestrian and bicycle path to eventually run along this bank of the Willamette River. The precise location of this path has not been established nor have the appropriate easements for it been acquired. However, because any significant development on the property in the future will require Discretionary Use and Site Plan Review, the City will have an opportunity to consider the establishment of the bike path, which will ultimately provide for public access to the river.

Establishment of the proposed Willamette Greenway Setback Line is the first step leading toward future redevelopment. When redevelopment is proposed, the city will be in a position to ensure that public access to the river is either maintained or increased from the status quo, consistent with the Metro Plan and applicable parks and transportation plans. Establishing the Greenway Setback line is an essential step in that process of ensuring that no development will impede future public access to the river.

Staff Findings and Recommendations:

Finding: The City updated and adopted the *Glenwood Refinement Plan* on June 18, 2012 and the Refinement Plan was adopted by the Lane County Board of Commissioners on September 5, 2012. The updated version of the Refinement Plan has different pagination, policies, and implementation strategies than those cited above by the applicant.

Finding: As stated above, the *Glenwood Refinement Plan*, the Willamalane Park & Recreation District's 20 Year Comprehensive Plan (2012), and other City Planning and Transportation plans identify a linear riverfront

park and pathway system along the south and west bank of the Willamette River. The component parts of the linear park and pathway system will be added as properties in Glenwood develop and redevelop.

Finding: The current development on the site provides for limited private access to a lawn adjacent to the riverfront. Direct access to the river's edge is discouraged through signage and is physically constrained by the steep riverbank, dense vegetation and rip-rap bank armoring. Elsewhere along this stretch of the Willamette River – particularly on the opposite bank – public access is currently afforded by public parks, developed pathways, and boat launches. It is possible that private and/or public access to the river from this site could be formalized in the future. However, the present lack of developed public access at this location is not critical to overall public access to and appreciation of the river. Therefore, this criterion is not applicable at this time.

Conclusion: The proposal satisfies this criterion.

C. Significant fish and wildlife habitats shall be protected.

Applicant's Submittal: *The Glenwood Refinement Plan, at page 39, recognizes that there are no significant fish or wildlife habitat areas identified within the Glenwood portion of the Willamette River Greenway. This conclusion is confirmed by the Site Inventory (Exhibit F), which explains:*

> *"Overall suitable habitat for threatened or endangered wildlife species within the Study Area has been affected by historic and current land uses, which have modified the natural landscape throughout the majority of the site for the past 50+ years. Suitable habitat for listed species known to be present within the Study Area vicinity is not provided by the site. Other areas within the bed and banks and below the OHWM of the River may provide habitat suitable for some of the identified species, especially where native vegetation is rooted at the active low flowing channel (during the summer time)." Site Inventory, p. 7 (parentheses in original).*

Because this proposal protects all of the riparian vegetation on the subject property, it affords the greatest degree of protection for fish and wildlife habitat that is possible, even though that habitat is not considered significant.

Staff Findings and Recommendations:

Finding: There are no delineated riparian wetlands within the subject property as determined by the Local Wetland Inventory of Glenwood. However, the adopted *Glenwood Refinement Plan* and the Willamalane *Natural Resource Areas Management Plan* advocate for restoring the riparian vegetation along the Willamette riverfront in general, and particularly in nearby parks that have remnant natural features. Although not a park, the subject site would be a potential candidate for riparian restoration efforts in the future. For the time being, the riverbank is being maintained in a relatively stable state and the mature vegetation provides shade and refuge for some aquatic and terrestrial species.

Finding: In addition to establishing a minimum development setback through Willamette Greenway Setback determination, the State has an overriding minimum 75-foot riparian setback for water quality limited watercourses (WQLWs). The Willamette River has been identified as a WQLW for numerous physical and chemical components, including water temperature. Therefore, retention and enhancement of bordering vegetation such as a mature tree canopy, emergent vegetation, and bank-stabilizing shrubs and groundcover plants will benefit the riparian system.

Finding: In accordance with the Federal Emergency Management Agency (FEMA) floodplain mapping for this stretch of the Willamette River (FIRM panel 41309C1142F), portions of the site are within the mapped floodway. The base flood elevations, floodway elevation and dimensions of the floodway immediately upstream of the Southern Pacific Railway Bridge (which includes this site) were revised in a Letter of Map

Revision effective July 27, 2009. Among other changes, the calculated floodway elevation along this stretch of the Willamette River was raised between 0.1 and 0.5 feet. Additionally, FEMA advises that regulatory changes for floodplain development are being formulated that would require a comprehensive biological assessment of flood hazard areas to determine potential impacts on salmonid habitat. At this point there is no specific date for the regulatory changes to come into effect, but once adopted these could influence future development or redevelopment of this and neighboring properties along the Willamette River.

Finding: In addition to other limitations on site development found in the City's adopted comprehensive plans and Development Code, and state and Federal water quality protection regulations, the site is also subject to current and evolving flood hazard area regulations. Part of the flood hazard regulatory environment will focus increasingly on preservation and enhancement of salmonid habitat, which includes riparian areas. At this point, however, this request for Willamette Greenway Setback determination does not propose any physical change to the riparian environment.

Conclusion: The proposal satisfies this criterion.

D. Identified scenic qualities and viewpoints shall be preserved.

Applicant's Submittal: *The Glenwood Refinement Plan, at page 39, recognizes that there are no identified scenic qualities or viewpoints within the Glenwood portion of the Willamette River Greenway.*

Although there are no identified scenic qualities or view-points on the property, the Site Inventory notes that the existing Riparian Edge assists in providing visual identification and definition to the river and riparian system as well as providing filtered views of the river from the site. Site Inventory, p. 8.

Staff Findings and Recommendations:

Finding: The updated *Glenwood Refinement Plan*, Open Space Chapter does not identify any specific scenic area within the subject property. However, the adopted Policies and Implementation Strategies recommend "establish(ing) and maintain(ing) riparian habitat connectivity to the maximum extent possible, while allowing for and managing appropriate and limited public access to the river, as well as sight lines through the riparian area…" The subject property has been developed and operating as a mobile home park for over 40 years, and there is no public access afforded to the riverfront area of the site. Because there are no specific development plans for the site, the existing site conditions neither enhance nor preclude future public access to and views of the river. Therefore, this criterion is not applicable.

Conclusion: The proposal satisfies this criterion.

E. The maintenance of public safety and protection of public and private property, especially from vandalism and trespass shall be provided for, to the maximum extent practicable.

Applicant's Submittal: *This standard does not appear to apply to the present application. The Site Inventory notes, at page 6, that the wider natural vegetation areas located on nearby properties to the north of the subject property show signs that those areas are commonly used for transient encampments. Such use does not occur on the subject property due to existing residential development.*

Concern for public safety and the protection of public and private property may arise as part of future development activity on the site, especially if a pedestrian/bike path is established. However, because that development will undergo Discretionary Use and Site Plan Review, public safety considerations will be invoked at that time.

Staff Findings and Recommendations:

Finding: The subject property is a private residential mobile home park with perimeter fencing and on-site manager. Site access is via a single private entrance driveway from Franklin Boulevard and an internal network of lanes serving the RV and mobile home parking pads. Although it is theoretically possible that pedestrian access could be made from the river side of the property, the existing riparian vegetation, fencing, and steep riverbank are not conducive to casual passage along the river's edge. It is the opinion of staff that the existing riparian vegetation should not promote or facilitate trespass onto the site or otherwise jeopardize the safety of the residents. Therefore, this criterion is not applicable.

Conclusion: The proposal satisfies this criterion.

F. The natural vegetative fringe along the river shall be enhanced and protected to the maximum extent practicable.

Applicant's Submittal: *The Site Inventory notes that that the riparian area on the subject property varies from five feet (5') to eighty feet (80') in width and includes a mix of native and non-native vegetation with substantial understory manipulation. Site Inventory, p. 8. The Site Inventory also notes that the Riparian Edge could be enhanced by planting additional native overstory and understory species, especially in the areas of existing riprap and other stream stabilization techniques are used. Site Inventory, p. 8. For example, the photographs taken from Photo Point 3, included at Photo Point Page 2 of the Site Inventory, show no overstory vegetation along the river's edge.*

The application would protect the existing natural vegetative fringe by proposing a Willamette Greenway Setback Line that is coterminous with the vegetation line along the river. This setback would be eighty feet deep in the portions of the property where the existing riparian vegetation is the most extensive. Additionally, the proposal includes a Greenway Setback Line minimum width of ten feet (10') that will provide an opportunity to enhance the natural vegetative fringe along the river in those areas where vegetation is currently lacking or nonexistent.

The proposed Willamette Greenway Setback Line will provide for the enhancement of the natural vegetative fringe along the river at the time of further development of the property.

Staff Findings and Recommendations:

Finding: The applicant submitted a Site Inventory of Natural Resources prepared by Coyote Creek Ecological Services in 2008. The applicant also submitted a letter from Brian Meiering of Schirmer Satre Group dated September 5, 2012, which confirmed his firm's review of the 2008 Natural Resources Inventory and support for the findings contained therein.

Finding: Staff visited the site on October 17, 2012 and does not challenge the findings of the applicant's Site Inventory of Natural Resources, which evaluated and measured the riparian corridor width along the eastern site boundary. Staff observed that the vegetative fringe along the Willamette River is consistent with the applicant's stated findings of being variable-width: between approximately 5 and 80 feet from the top of bank. Additionally, staff concurs with the applicant's findings that much of the existing vegetation is introduced or ornamental trees, shrubs and grasses.

Finding: Staff observations and the applicant's Natural Resources Inventory confirm that much of the riverbank along this stretch of the Willamette River contains armoring and rip-rap that has disturbed the previous riparian bank configuration and vegetation community. Therefore, the natural vegetative fringe along the river has been compromised. Without substantial efforts to re-contour and restore the riverbank, it will continue to exist more or less in its present state and configuration.

Finding: The adopted Glenwood Refinement Plan advocates for re-establishing the vegetative fringe along the Willamette River wherever possible. At present, there are large, mature native and non-native trees occupying a narrow ribbon of vegetation along the riverbank. Because of the bank stabilization, aesthetic, and buffering roles these trees provide, it is likely that most or all should remain intact if the site develops or redevelops in the future.

Finding: The applicant is not proposing to develop or modify the existing riparian fringe along the east side of the site. Although narrow and of limited habitat value, it does play an ecological role. Therefore, staff recommends accepting the findings of the applicant's Site Inventory of Natural Resources and declaring the Willamette Greenway Setback for this property as coterminous with the edge of the riparian fringe depicted on Figure 8 of the report.

Conclusion: The proposal satisfies this criterion.

G. The location of known aggregate deposits shall be considered. Aggregate extraction may be permitted outside the Greenway Setback Area subject to compliance with State law, the underlying zoning district and conditions of approval designed to minimize adverse effects on water quality, fish and wildlife, vegetation, bank stabilization, stream flow, visual quality, quiet and safety and to guarantee reclamation.

Applicant's Submittal: *The Glenwood Refinement Plan states at page 39 that aggregate extraction is not anticipated in the area subject to its jurisdiction. This site is also not on any acknowledged inventory of aggregate resources. The Site Inventory agrees with this conclusion. Site Inventory, p. 8.*

Staff Findings and Recommendations:

Finding: The site's location, size, and current Low Density Residential zoning are not conducive to aggregate extraction. In accordance with the adopted *Glenwood Refinement Plan* the zoning designation for the subject property is Employment Mixed Use, which does not accommodate resource extraction activities.

Finding: The applicant is not proposing to undertake any type of site development or redevelopment (including resource extraction) with this application. Therefore, this criterion is not applicable.

Conclusion: The proposal satisfies this criterion.

H. Developments shall be directed away from the river to the greatest possible degree; provided, however, lands committed to urban uses shall be permitted to continue as urban uses, including port, public, industrial, commercial and residential uses, uses pertaining to navigational requirements, water and land access needs and related facilities.

Applicant's Submittal: *There is no development proposed with this application, therefore the criterion is not presently applicable. Even after the Greenway Setback line is established, the subject property will still be subject to the Willamette Greenway Overlay District development standards, which, as noted above, invoke the Discretionary Use standards under SDC 5.9-120 and the Site Plan Review standards under SDC 5.17-100, as well as the SDC 3.3-325 standards invoked above for any change or intensification of use, or construction that has a significant visual impact.*

Staff Findings and Recommendations:

Finding: The existing development is consistent with this policy, in that urban residential uses are permitted to continue provided they do not encroach within or supplant the riparian area. Staff visited the subject site on October 17, 2012 and observed that the vegetative fringe along the river is maintained as a manicured, irrigated

lawn with mature tree canopy. The vegetative fringe has been developed with passive recreational amenities for residents. According to the applicant's submittal, the mobile home park has been operating at this location and in essentially the same configuration for more than 40 years. The current activities do not appear to pose a direct and serious threat to riparian health, despite the narrow r of vegetation remaining along the riverbank. Therefore, the development complies with this condition.

Conclusion: The proposal satisfies this criterion.

DIRECTOR'S RECOMMENDATION: Approve the Willamette Greenway Setback Determination as requested by the applicant and outlined in their supporting Site Inventory of Natural Resources and establish the Greenway Setback as coterminous with the variable-width riparian fringe shown on Figure 8 of the report.

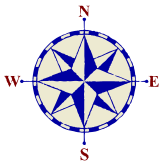
Planning Commission Decision (SDC 5.1-135.E): The Planning Commission decision is the City's final decision, unless appealed.

Effective Date and Notice of Final Decision (SDC 5.7-155): A Notice of Final Decision will be mailed to the applicant, property owner and those with standing to appeal. The decision is effective the day the notice is mailed to the applicant, property owner and those providing oral and/or written testimony at the public hearing.

Exhibits:

A. Map showing subject area
B. Application form and applicant's narrative
C. Applicant's Site Inventory of Natural Resources (August, 2008)
D. Hearing Official's Decision on Case No. SHR2005-00004 (September, 2005)
E. Planning Commission Final Order

WILLAMETTE GREENWAY SETBACK DETERMINATION, WITHOUT DEVELOPMENT
TYP312-00003 – 4531 FRANKLIN BLVD (MAP 17-03-34-44, TL 301)
SITE CONTEXT MAP



City of Springfield
Development Services Department
225 Fifth Street
Springfield, OR 97477

SPRINGFIELD

Willamette Greenway Overlay District Development

Application Type	**(Applicant: check one)**
Greenway Setback Line Established: ☐	**Establish Greenway Setback Line Without Development:** ☒
Greenway Setback Line Not Established: ☐	

Required Project Information	**(Applicant: complete this section)**		
Applicant Name:	Yoon Hwan Shin	**Phone:**	541-431-1079
Company:	Shamrock Homes, LLC, DBA Shamrock Village	**Fax:**	
Address:	389 W. 6th Ave. Ste 201, Eugene, OR 97401		
Applicant's Rep.:	Nick Klingensmith	**Phone:**	541-912-5280
Company:	Law Office of Bill Kloos	**Fax:**	541-343-8702
Address:	375 W. 4th Ave., Suite 204, Eugene, OR 97401		
Property Owner:	Shamrock Homes, LLC, DBA Shamrock Village	**Phone:**	541-431-1079
Company:	Shamrock Homes, LLC, DBA Shamrock Village	**Fax:**	
Address:	389 W. 6th Ave. Ste 201, Eugene, OR 97401		
ASSESSOR'S MAP NO:	17-03-34-44	**TAX LOT NO(S):**	00301
Property Address:	4531 Franklin Blvd, Eugene, 97403		
Size of Property:	10.85 AFFECTED AREA = 3.08 acres	**Acres** ☒	**Square Feet** ☐
Zoning:	Low Density Residential (LDR)		
Existing Use:	Mobile Home Park		
Description of Proposal:	If you are filling in this form by hand, please attach your proposal description to this application. Please see attached narrative and exhibits,		

Signatures: Please sign and print your name and date in the appropriate box on the next page.

Required Property Information	**(City Intake Staff: complete this section)**	
Associated Cases: SHR 2005-00004		**Signs:**
Case No.: TYP 312-00003	**Date:** 7/17/2012	**Reviewed by:**
Application Fee: $ 7573.80	**Technical Fee: $** 378.69	**Postage Fee: $** 385.00
TOTAL FEES: $ 8,337.49	**PROJECT NUMBER:**	

~~Date Received:~~

JUL 17 2012

Original Submittal

Signatures

Applicant: The undersigned acknowledges that the information in this application is correct and accurate.

Signature **Date:** 7/16/2012

Nick Klingensmith, Law Office of Bill Kloos

Print

Owner: If the applicant is not the owner, the owner hereby grants permission for the applicant to act in his/her behalf.

Signature **Date:** 7/16/12

Nick Klingensmith, agent for Yoon Shin

Print

Date Received:

JUL 17 2012

Original Submittal 07

LAW OFFICE OF BILL KLOOS, PC

OREGON LAND USE LAW

375 W. 4th St., SUITE 204
EUGENE, OR 97401
PO BOX 11906
EUGENE, OR 97440
TEL (541) 912-5280
FAX (541) 343-8702
E-MAIL NKLINGENSMITH@LANDUSEOREGON.COM

July 16, 2012

WILLAMETTE GREENWAY SETBACK LINE APPLICATION

Property Location:
4531 Franklin Boulevard
Eugene, OR 97403

Property Owner:
Shamrock Homes LLC, DBA Shamrock Village
389 W. 6th Ave. Ste 201
Eugene, OR 97401

WRITTEN STATEMENT:

Applicant: Yoon Hwan Shin
Shamrock Homes, LLC
389 W. 6th Avenue
Eugene, OR 97401

Applicant's Representative: Nick Klingensmith
Law Office of Bill Kloos, PC
375 W. 4th Avenue, Suite 204
Eugene, OR 97401
nklingensmith@landuseoregon.com
Bus Phone: (541) 912-5280
Business Fax: (541) 343-8702

I. LAND USE REQUEST

The subject property is identified as Tax Lot 301, Map 17-03-34-44, located at 4531 Franklin Boulevard in Glenwood on the west (left) bank of the Willamette River.

Based upon all of the submitted application materials, this application requests the City to establish the Greenway Setback line, as provided for in Springfield Development Code (SDC) 3.3-325. The owner understands that the City, under the approval standards, has some discretion in where to draw the setback line. Some of the eight factors are legal standards, others

represent policy standards, and some constitute factual standards. This application narrative focuses on the standards that are of a legal or factual nature.

This application is supported by the following enclosures: application form; filing fee; this written narrative with exhibits; a Site Inventory of Natural Resources prepared by Coyote Creek Environmental Services, LLC. (Exhibit F); and a map showing the Proposed Willamette River Greenway Setback for this property (Figure 8 of Exhibit F).

The owner is suggesting an appropriate Greenway Setback Line based upon the analysis prepared by Coyote Creek Environmental Services, Inc. The owner proposes to draw the setback line at the documented "Riparian Edge" or ten feet (10') from the top of high bank, whichever is greater.

II. SITE CONTEXT

The subject property is a 10.85-acre parcel located a short distance south of where the Southern Pacific Railroad line crosses the Willamette River (by E. 19th Avenue and Franklin Boulevard). See Exhibit A, Site Identification Map. The subject property is zoned Low Density Residential and is developed with the Shamrock Village mobile home park. See Exhibit B, Zoning Map Detail, and Exhibit C, Aerial Photo of Subject Property. The property is also subject to the City's Willamette Greenway Overlay District and the Floodplain Overlay District. See Exhibit D, Shamrock Village – FIRM Excerpt.

III. CRITERIA FOR APPROVAL

The application must be consistent with the standards provided in SDC 3.3-325. Approval criteria are presented below in **bold**, with the applicant's findings and conclusions following in plain text.

A. Local, regional and State recreational needs shall be provided for consistent with the carrying capacity of the land. The possibility that public recreation use might disturb adjacent property shall be considered and minimized to the greatest extent possible.

Findings: The applicable functional plan for recreation in this area is the "Willamalane Park and Recreational Plan" (2004), which is an element of the *Metro Area General Plan*. The park plan does not designate any portion of the subject property for park use. The park plan identifies the need for "Special Use Parks" within the park district." See page 32. Table 5 in the park plan proposes a "Glenwood Riverfront Park." The "action" proposal in Table 5 states: "Pursue acquisition and development of a multiuse riverfront park in the Glenwood area." See page 52, item 5.3. This proposal is reflected on Map 2 in the park plan: "Existing and Proposed Park and Recreation Resources."

The Glenwood Refinement Plan also discusses park acquisition in the area around the subject property. Subarea 9, McVay Mixed-Use Area Policy 4 provides, "The City shall defer to Willamalane to consider the potential for future park development within the area adjacent to the

Willamette River."[1]

What can be gleaned from the park plan is that Willamalane anticipated acquiring and developing a riverfront park in the Glenwood area. That proposal is not site-specific. Also, the Glenwood Refinement Plan defers park acquisition decisions to Willamalane. More significantly, the proposed establishment of the boundary line has no direct bearing on implementation of the parks plan. The district's options for negotiating for park land purchase, on this site or any other site in the Glenwood area, remain unchanged by this application. This application involves the establishment of a Greenway Setback Line, and does not involve development or the use of the site for recreation, or have an effect on adjacent properties.

Several functional and refinement plans reference a bike path along the south bank of the Willamette River. TransPlan (July 2002) identifies a South Bank Trail to run from I-5 to the Springfield Bridge. The Glenwood Refinement Plan (November 1999) shows, at page 53, a "Proposed Off-Street Path" as a continuation of the path shown in the TransPlan. As the Hearings Official noted in Jo. No. SHR 2005-00004 (a similar Willamette Greenway Setback determination for a property downstream from the subject property) the Glenwood Refinement Plan states that the bike path diagram is a conceptual alignment. See Glenwood Refinement Plan 54. That Discussion and implementing strategy 4.5 indicate that the bike path route is not fixed and that the route itself will need to be obtained through purchase or voluntary donation easements as part of the development review process.

Because the property will remain within the Willamette Greenway Overlay District after the Willamette Greenway Setback Line is established, development proposals for the property will be subject to Discretionary Use procedures (SDC 5.9-100) and Site Plan Review (SDC 5.17-100). See SDC 3.3-315. Consequently, as the Hearings Official concluded in Jo. No. SHR 2005-00004, "The best time to provide for the bike path is when development is proposed for the subject property." A copy of Jo. No SHR 2005-00004 is attached hereto as Exhibit E.

Conclusion: The proposal is consistent with this approval standard.

B. Adequate public access to the river shall be provided.

Findings: The subject property is currently developed with a mobile home park and access to the river is provided for the tenants and guests of that use. As the Glenwood Refinement Plan implementing strategy 4.5 notes, the Greenway Goal protects existing uses. Consequently, the existing level of public access to the river is consistent with the Goal and this standard.

As noted above, several refinement plans indicate a desire for a public pedestrian and bicycle path to eventually run along this bank of the Willamette River. The precise location of this path has not been established nor have the appropriate easements for it been acquired. However,

[1] In 2011, Willamalane published a draft Community Needs Assessment (CNA). That draft CNA is part of an ongoing update to the 2004 Willamalane Parks and Recreation Plan. Portions of that ongoing update process have been completed, including the 2011 CNA, but they have not yet been formally adopted, and therefore do not apply to land use applications such as this. Only the 2004 version of the Parks and Recreation Plan is currently in effect.

because any significant development on the property in the future will require Discretionary Use and Site Plan Review, the City will have an opportunity to consider the establishment of the bike path, which will ultimately provide for public access to the river.

Establishment of the proposed Willamette Greenway Setback Line is the first step leading toward future redevelopment. When redevelopment is proposed, the city will be in a position to ensure that public access to the river is either maintained or increased from the status quo, consistent with the Metro Plan and applicable parks and transportation plans. Establishing the Greenway Setback line is an essential step in that process of ensuring that no development will impede future public access to the river.

Conclusion: The proposal is consistent with this approval standard.

C. Significant fish and wildlife habitats shall be protected.

Findings: The Glenwood Refinement Plan, at page 39, recognizes that there are no significant fish or wildlife habitat areas identified within the Glenwood portion of the Willamette River Greenway. This conclusion is confirmed by the Site Inventory (Exhibit F), which explains:

> "Overall suitable habitat for threatened or endangered wildlife species within the Study Area has been affected by historic and current land uses, which have modified the natural landscape throughout the majority of the site for the past 50+ years. Suitable habitat for listed species known to be present within the Study Area vicinity is not provided by the site. Other areas within the bed and banks and below the OHWM of the River may provide habitat suitable for some of the identified species, especially where native vegetation is rooted at the active low flowing channel (during the summer time)." Site Inventory, p. 7 (parentheses in original).

Because this proposal protects all of the riparian vegetation on the subject property, it affords the greatest degree of protection for fish and wildlife habitat that is possible, even though that habitat is not considered significant.

Conclusion: The proposal is consistent with this approval standard.

D. Identified scenic qualities and view-points shall be preserved.

Findings: The Glenwood Refinement Plan, at page 39, recognizes that there are no identified scenic qualities or viewpoints within the Glenwood portion of the Willamette River Greenway.

Although there are no identified scenic qualities or view-points on the property, the Site Inventory notes that the existing Riparian Edge assists in providing visual identification and definition to the river and riparian system as well as providing filtered views of the river from the site. Site Inventory, p. 8.

Conclusion: The proposal is consistent with this approval standard.

E. The maintenance of public safety and protection of public and private property, especially from vandalism and trespass shall be provided for, to the maximum extent practicable.

Findings: This standard does not appear to apply to the present application. The Site Inventory notes, at page 6, that the wider natural vegetation areas located on nearby properties to the north of the subject property show signs that those areas are commonly used for transient encampments. Such use does not occur on the subject property due to existing residential development.

Concern for public safety and the protection of public and private property may arise as part of future development activity on the site, especially if a pedestrian/bike path is established. However, because that development will undergo Discretionary Use and Site Plan Review, public safety considerations will be invoked at that time.

Conclusion: The proposal is consistent with this approval standard.

F. The natural vegetative fringe along the river shall be enhanced and protected to the maximum extent practicable.

Findings: The Site Inventory notes that that the riparian area on the subject property varies from five feet (5') to eighty feet (80') in width and includes a mix of native and non-native vegetation with substantial understory manipulation. Site Inventory, p. 8. The Site Invenotry also notes that the Riparian Edge could be enhanced by planting additional native overstory and understory species, especially in the areas of existing riprap and other stream stabilization techniques are used. Site Inventory, p. 8. For example, the photographs taken from Photo Point 3, included at Photo Point Page 2 of the Site Inventory, show no overstory vegetation along the river's edge.

The application would protect the existing natural vegetative fringe by proposing a Willamette Greenway Setback Line that is coterminous with the vegetation line along the river. This setback would be eighty feet deep in the portions of the property where the existing riparian vegetation is the most extensive. Additionally, the proposal includes a Greenway Setback Line minimum width of ten feet (10') that will provide an opportunity to enhance the natural vegetative fringe along the river in those areas where vegetation is currently lacking or nonexistent.

The proposed Willamette Greenway Setback Line will provide for the enhancement of the natural vegetative fringe along the river at the time of further development of the property.

Conclusion: The proposal is consistent with this approval standard.

G. The location of known aggregate deposits shall be considered.

Aggregate extraction may be permitted outside the Greenway Setback Area subject to compliance with State law, the underlying zoning district and conditions of approval designed to minimize adverse effects on water quality, fish and wildlife, vegetation, bank stabilization, stream flow, visual quality, quiet and safety and to guarantee reclamation.

Findings: The Glenwood Refinement Plan states at page 39 that aggregate extraction is not anticipated in the area subject to its jurisdiction. This site is also not on any acknowledged inventory of aggregate resources. The Site Inventory agrees with this conclusion. Site Inventory, p. 8.

Conclusion: The proposal is consistent with this approval standard.

H. Developments shall be directed away from the river to the greatest possible degree; provided, however, lands committed to urban uses shall be permitted to continue as urban uses, including port, public, industrial, commercial and residential uses, uses pertaining to navigational requirements, water and land access needs and related facilities.

Findings: There is no development proposed with this application, therefore the criterion is not presently applicable. Even after the Greenway Setback line is established, the subject property will still be subject to the Willamette Greenway Overlay District development standards, which, as noted above, invoke the Discretionary Use standards under SDC 5.9-120 and the Site Plan Review standards under SDC 5.17-100, as well as the SDC 3.3-325 standards invoked above for any change or intensification of use, or construction that has a significant visual impact.

Conclusion: The proposal is consistent with this approval standard.

IV. CONCLUSION

The City should conclude, based upon this written narrative and supporting exhibits, that the Willamette Greenway Setback Line for the subject property should correspond to the "Riparian Edge" established herein described in detail in detail by the Site Inventory of Natural Resources (Exhibit E).

Exhibits:

Exhibit A	Site Identification Aerial Overview
Exhibit B	Zoning Map Detail
Exhibit C	Aerial Photo of Subject Property
Exhibit D	Shamrock Village – FIRM Excerpt
Exhibit E	Hearings Official's Decision, Jo. No. SHR 2005-00004
Exhibit F	Site Inventory of Natural Resources, Coyote Creek Ecological Services, LLC.

COYOTE CREEK
ECOLOGICAL SERVICES, LLC.
Natural Resource Inventory, Assessment, Ecological Design and Permit Facilitation

Site Inventory of Natural Resources

Shin / Shamrock Village Mobile Home Park Project

Prepared for:

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August 2008

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STATEMENT OF QUALIFICATIONS

Shin / Shamrock Village Mobile Home Park Site Inventory of Natural Resources Summary of Findings	
Project Identification	Shin / Shamrock Village Mobile Home Park Site Inventory of Natural Resources and Greenway Boundary Analysis
CCES Project No.	07-23
Purpose	The purpose of this investigation is to establish the status of the parcel relative to specific criteria for the Willamette River Greenway overlay and setback, as specified within the City of Springfield Land Use Code, Section 3.3-300 Willamette Greenway Overlay District. Specific criteria from the City of Springfield Land Use Code to be addressed by this report are related to: 1) protection of significant fish and wildlife habitats; 2) preservation of identified scenic qualities and view points; 3) enhancement and protection of the natural vegetative fringe to the maximum extent practicable, and 4) consideration of known aggregate deposits.
Applicant / Landowner	Management: Shamrock Homes LLC 389 West 6th Avenue, STE 201 Eugene, Oregon 97401 Attn: Yoon Shin
Site Location	The Shamrock Village Mobile Home Park (4531 Franklin Boulevard Space 1, Springfield, Oregon) is located just south of 1) the dual vehicle bridges over the Willamette River that link Glenwood and Springfield Franklin Boulevard, and 2) the Southern Pacific railroad bridge over the Willamette River, located south of the vehicle bridges. The Study Area is located along the west (left) bank of the Willamette River between River Mile (RM) 185 and RM 186.
Tax Map Information	Township 17 South - Range 03 West - Section 34-44 - Tax Lot 301
Study Area Acreage	10.85 acres
Zoning	Low Density Residential (City of Springfield Zoning District)
Site Investigators:	Chad M. Hoffman & Andrew Gilmore, CCES
Fieldwork Date	June, 03, 2008
Existing Conditions	The Study Area can be characterized by two (2) different landscape / habitat features. 1) Developed areas consisting of mobile home dwellings and associated private access roads and driveways. Natural features within this zone are limited to mown lawn areas with scattered non-native trees and ornamental landscaping intermixed with the mobile dwellings. 2) The mixed native and non-native Riparian Edge, which is a riparian overstory vegetation assemblage located to the bed and banks above the Ordinary High Water Mark (OHWM) of the Willamette River. Areas below the OHWM of the River are property of the State of Oregon. The Willamette River within the vicinity of the Study Area is considered Essential Salmonid Habitat by the Oregon Department of State Lands.
Findings	The Site Inventory of Natural Resources summarized within this document was compared to the Willamette River Greenway Setback and Overlay criteria. The managed mown lawn with scattered non-native ornamental trees vegetation zone possesses neither significant habitat function nor significant visual resource function. The narrow Riparian Edge is the most significant habitat and visual resource, although somewhat diminished in function by 1) the presence of riprap, barbs, boulders and rubble for streambank stabilization, 2) the impacted understory vegetation community which is generally highly disturbed and modified from natural conditions, and 3) the presence of non-native species within the overstory vegetation community, assumably planted as part of the mobile home park.

Exhibit C1-4

1. Introduction

This report documents the natural and aesthetic resources inventory of the parcel owned by Mr. Yoon Shin in Springfield, (Glenwood), Oregon, located on the west (left) bank of the Willamette River between River Mile (RM) 185 and RM 186 (Figure 1.) The Study Area is located downstream from both the vehicle and rail bridges over the River, connecting Glenwood with other portions of the City of Springfield. The purpose of this investigation is to establish the status of the Study Area relative to specific criteria for the following Willamette River Greenway Overlay District development standards specified in Springfield Development Code (SDC) Section 3.3-325.

(C) Significant fish and wildlife habitats shall be protected, (protection of significant fish and wildlife habitats; (4) preservation of identified

(D) Identified scenic qualities and view-points shall be preserved.

(F) The natural vegetative fringe along the river shall be enhanced and protected to the maximum extent practicable.

(G) The location of known aggregate deposits shall be considered. Aggregate extraction may be permitted outside the Greenway Setback Area subject to compliance with State law, the underlying zoning district and conditions of approval designed to minimize adverse effects on water quality, fish and wildlife, vegetation, bank stabilization, stream flow, visual quality, quiet and safety and to guarantee reclamation.

1.1. Layout of this Document

This document is organized in a manner intended to best facilitate understanding of the data, analysis and conclusions being presented. Discussion of the results of the inventory and analysis is presented in an integrative fashion, providing an overview and context for further understanding of this dynamic local landscape. Supporting data is included in the Appendices.

1.2. Preparers

Research and documentation tasks on this project were conducted by:

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Field work was conducted by Chad M. Hoffman & Andrew Gilmore. This document was drafted and finalized by Chad M. Hoffman, and reviewed and edited by Michael W. Shippey. Please see Statement of Qualifications in Appendices.

2. Methodology

2.1. Reference Documents

Office Research included compilation of information from a variety of sources, including the Atlas of Oregon Wildlife (Csuti et al., 2001); Wildlife-Habitat Relationships in Oregon and Washington (Johnson & O'Neil, 2001); and Rare, Threatened and Endangered Plants and Animals of Oregon (ONHP, 2004). Further identification of potential suitable habitat areas for the identified plant species of concern was determined via historic aerial photograph interpretation. Plant identification was aided by the use of several documents, most notably Flora of the Pacific Northwest (Hitchcock and Cronquist, 11th ed. 1998), Wetland Plants of Oregon and Washington (Guard, 1995), A Key to Common Grass Genera in the Willamette Valley (Zika, 1992), and Western Wetland Flora (USDA NRCS).

Exhibit C1-5

Lists of Species of Concern from the Oregon Natural Heritage Information Center (ORNHIC) were reviewed in addition to other lists of species of interest, as maintained by the local Emerald Chapter of the Native Plant Society of Oregon (NPSO), and other sources. Additional reference sources are included in References section of this document. Additional office research included compilation of information from the sources identified in Table 1.

Table 1. Office Research Information Sources

Information	Source
7.5 minute Topographic Map (Eugene East Quadrangle)	US Geological Survey (photorevised 1986)
Soil Survey for Lane County Area, Oregon, Map Sheets 76 & 91	US Department of Agriculture (USDA) (issued September 1987, 1981 data)
Hydric Soils of the State of Oregon	USDA Soil Conservation Service (1987)
Hydric Soils in [the] Lane County Area, Oregon	USDA Soil Conservation Service (1990)
National Wetland Inventory Map (Eugene East Quadrangle)	US Department Fish & Wildlife
City of Springfield National & Local Wetland Inventory Maps	David Evans & Associates, Inc. (1998)
Historic Aerial Photographs	University of Oregon (1936-2000), Lane County (2000-2004), Google Earth (2007), MSN Live Search Maps (2008)
Site Photographs	Coyote Creek Environmental Services (June, 2008)

2.2. Field Methodologies

The entire site was walked and notes were taken regarding the various distinct habitat areas. A narrow fringe of vegetated areas immediately adjacent to the River was the area of focus for the field investigation. Characterizations of landscape position, topography, soils, plant communities, and indications of human disturbance were recorded and photographs were taken from fixed photo point locations identified on Figure 8. The site photo point documentation exhibits all representative habitat zones within the Study Area. Additional site photographs were taken across the Study Area to document the most significant features in the visual landscape.

2.3. Cartography

Photograph point locations and information regarding habitat types has been mapped onto recent aerial photography and will be transcribed to topographic maps as they become available. Historic aerial photography obtained from a variety of sources dating back to the 1960s is also provided.

2.4. Coordination Conducted

The Oregon Natural Heritage Information Center (ORNHIC) and the Emerald Chapter of the Native Plant Society of Oregon maintain lists of protected local plant species and species of concern. Recent copies of these lists were obtained and reviewed for this project. The City of Springfield does not have recorded Local Wetland Inventory data for the Study Area, therefore the United States Fish and Wildlife (USFWS) National Wetland Inventory information was obtained and used in combination with wetland information obtained from the City of Springfield website and other sources to identify the potential for any wetlands within the Study Area (See Figure 4a &b).

3. Study Area Information

3.1. Landscape Context and General Site Description

The Shamrock Village Mobile Home Park parcel totals approximately 10.85 acres in size. The Study Area is located within the Urban Growth Boundary and City of Springfield limits (please see the Vicinity Map, Figure 1). The Study Area is mapped as Tax Lot 00301, located on Lane County Tax Assessor's Map Township 17 South - Range 03 West - Section 34 - Subsection 44 (please see Figures 2a - 2d, Tax Lot Maps). The Study Area is within the City of Springfield Zoning district and is zoned as Low Density Residential. The Study Area is immediately bordered by bed and banks (to OHWM) of the Willamette River (River) on the eastern edge, and a variety of lands uses to the south, north, and west, including Low Density Residential, Medium Density Residential, and General Office bordering the River, and Commercial and Light Industrial land uses fronting Franklin Boulevard.

The majority of the Study Area contains a topographic position that is typical of historically managed areas adjacent to the Willamette River, including a relatively flat upper terrace. Banks of the River are generally steep and eroding in areas that are not

Exhibit C1-6

armored with boulders and or riprap. In some places at the base of the steep Banks, natural overstory vegetation is rooted on a lower terrace that is exposed at typical low flow River levels, but inundated during Ordinary High Water conditions.

The soils throughout this area strongly reflect the geomorphic influence of the Willamette River, with typically deep and very well drained soils. The 1987 Soil Survey for Lane County, Oregon (Figures 3a & 3b) identifies two soil series within or adjacent to the Study Area: NRCS Soil *Series #95 – Newberg fine sandy loam* underlies the southern portions of the parcel. The north portion of the Study Area is underlain by *Series #97 – Newberg – Urban Land Complex*.

Table 2. Project Soil Series of Lane County Area Information

Soil Map Unit Name and Number	% of Study Area	Permeability	Runoff	Hazard of Water Erosion	Drainage Class	Hydric Soil Classification
NRCS 95 - Newberg fine sandy loam	36	moderately rapid	Slow	Slight	Somewhat excessively drained	Non-hydric
NRCS 97 - Newberg-Urban land complex	64	moderately rapid	Slow	Slight	Somewhat excessively drained	Non-hydric

NRCS 95 - Newberg fine sandy loam is a deep, somewhat excessively drained soil is on flood plains and bottom lands. It formed in recent alluvium. Slope is 0 to 3 percent. Typically, the surface layer is dark brown fine sandy loam about 14 inches thick. The substratum to a depth of 65 inches is dark brown fine sandy loam and coarse sandy loam. In some areas the surface layer is loam. Permeability of this Newberg soil is moderately rapid, runoff is slow, and the hazard of water erosion is slight. The soil is occasionally flooded for brief periods from December to March.

NRCS 97 - Newberg-Urban land complex. This map unit is on flood plains. Slope is 0 to 3 percent. Areas are elongated in shape and are 3 to 100 acres in size. This unit is 40 percent relatively undisturbed Newberg fine sandy loam, 10 percent disturbed Newberg fine sandy loam, and 35 percent Urban land. The components of this unit are so intricately intermingled that it was not practical to map them separately at the scale used. The relatively undisturbed Newberg soil is deep and somewhat excessively drained. It formed in recent silty alluvium. Typically, the surface layer is dark brown fine sandy loam about 14 inches thick. The substratum to a depth of 65 inches is dark brown fine sandy loam and coarse sandy loam. In some areas the surface layer is dark brown loam about 19 inches thick, and in some areas layers of very gravelly sand are below a depth of 40 inches. Permeability of this Newberg soil is moderately rapid, runoff is slow, and the hazard of water erosion is slight. The soil is occasionally flooded for brief periods from December to March.

The disturbed Newberg soil has been covered by as much as 40 inches of fill material or has had as much as 30 inches of the original profile removed by cutting or grading. The fill material commonly is from adjacent areas of Newberg, Chehalis, Cloquato, Camas, and McBee soils that have been cut or graded. The characteristics of the disturbed areas are highly variable. Urban land consists of areas where the soils are largely covered by concrete, asphalt, buildings, or other impervious surfaces that obscure or alter the soils so that identification is not feasible.

Soils across the Study Area generally match mapped conditions. Soil background color of upland area across the majority of the Study Area is very dark grayish brown to dark brown. The somewhat excessively drained soils within the upper terrace areas of the site do not allow for saturated hydrology conditions to persist.

Hydrology is delivered to the upland meadow portions of the site primarily by precipitation, which is augmented by runoff from asphalt and roof impervious surfaces throughout the mobile home park. River bank and lower terrace areas are provided hydrology primarily by groundwater inputs during low flows and direct interaction with the River during high flows. Portions of the Study Area experiences infrequent extreme high water events as portions are located within a designated Federal Emergency Management Agency (FEMA) flood hazard zone (Zone AE).

The National Wetland Inventory (NWI) classifies the Willamette River as a Riverine / Lower Perennial / Unconsolidated Bottom / Permanently Flooded (R2UBH) system. No other wetlands are identified by the NWI within the Study Area (Figure 4b).

Exhibit C-17

3.2. Site History

The Study Area has had a long history of use, as can be seen in the set of aerial photographs included in Figures 7a to 7j. The development of the north and central portions of the Study Area as a mobile home park is evident in the 1960 aerial photograph (Appendix 7.1). Pasture/open field areas are present in the east and south portions of the Study Area, until the early 1970's, when mobile home dwelling pads and asphalt private access roads are in the initial phases of construction. The majority of the Study Area was developed to existing conditions by 1979. Only minor infill consisting of a few mobile dwelling areas has occurred since. Throughout the historic aerial photodocumentation, a narrow ribbon of overstory vegetation generally consistent in width over the years is present along the riparian edge.

4. Results and Discussion

4.1. Habitat Characterization

The Study Area can be characterized by the two (2) different landscape / habitat features summarized in the table below.

Table 3. Project Area Vegetation Zones / Habitat Characterization

Vegetation Zones / Habitat Characterization	Approximate Size
Zone 1: Developed Upper Terrace Areas (including impervious surfaces, mown lawn and scattered non-native ornamental landscaping)	9.97 acres
Zone 2: Riparian Edge (To the bed and banks of the Willamette River)	0.88 acres

Developed Upper Terrace Areas (including impervious surfaces, mown lawn and scattered non-native ornamental landscaping)

Non-impervious surface areas within this zone consist of managed lawn areas with scattered non-native ornamental trees planted throughout the site. This vegetation zone is actively and frequently mown. The upper terrace is approximately 12' above normal River levels and is topographically very level. Soils are, as mentioned earlier, a fine sandy loam, resulting in a very well-drained site. Vegetation of this habitat zone is very dissected by impervious surfaces and graveled mobile home dwelling pads. Of the minor amounts of vegetation, it is comprised of non-native herbaceous lawn species, with a scattered mix of non-native ornamental landscaping. Lawn species noted within this vegetation zone include: Creeping Bentgrass (*Agrostis stolonifera*), Annual Bluegrass, *(Poa annua),* English Daisy (*Bellis perenne*), Clover, *(Trifolium spp.),* and Tall Fescue (*Festuca arundinacea*).

Riparian Edge

This vegetation zone includes a mixed native and non-native riparian species located in a strip paralleling the bed and banks to the OWHM of the River. Areas below the OHWM are property of the State of Oregon. The Willamette River within the vicinity of the Study Area is considered Essential Salmonid Habitat by the Oregon Department of State Lands. The Riparian Edge is dominated by an overstory vegetation community. The area becomes wider where planted non-native overstory species associated with the mobile home park connect to the native overstory tree canopy. Native overstory vegetation is generally rooted at or below the top of bank of the River. The bank of the Willamette River within the Study Area averages a 1.5H-2H : 1V slope, and ranges from approximately 5'-15' in width from top of bank to active low flows. Understory herbaceous vegetation within the riparian edge is highly modified from natural conditions. Mown lawn areas are located to the top of bank of the River and lawn clipping have been annually deposited at the edge of the lawn landscape just below the top of bank. Armenian blackberry *(Rubus armeniacus)* is the dominant understory species of the banks of the Willamette River within and adjacent to the Study Area. In areas where streambank stabilization (riprap, barbs, large boulders and rubble) has been placed over the years to reduce erosion of the bank, understory overstory vegetation is limited, banks are steep, and are dominated by non-native weedy species.

The narrow Riparian Edge is the most significant habitat and visual resource, although it is somewhat diminished in function by 1) the presence of riprap and other streambank stabilization techniques, 2) the impacted understory vegetation community which is highly disturbed and modified from natural conditions in some areas, and 3) the presence of non-native species within the overstory vegetation community, assumably planted as part of the mobile home park. Dominant plant species in the Riparian Edge include: Black Cottonwood *(Populus trichocarpa),* Douglas Fir *(Pseudotsuga douglasii)*, Big Leaf Maple (*Acer macrophyllum*), Oregon Ash *(Fraxinus latifolia),* Douglas Hawthorne *(Crataegus douglasii),* Wild Cherry *(Prunus avium),* Willow (*Salix sp.*), Armenian Blackberry, English Ivy *(Hedera helix),* Scot's Broom *(Cytisus scoparius),* Wild Carrot *(Daucus carota),* and Tall Fescue (*Festuca arundinacea*). Dominant non native ornamental tree species including include Sweet Gum (*Liquidambar*

Exhibit C1-8

styraciflua) and Red Maple (*Acer rubrum*) have been planted as part of the mobile home park development. The non-native overstory canopy is located adjacent to native overstory vegetation rooted at or below the top of bank of the river. Understory areas of the upper bank of the Willamette River are highly disturbed from historic conditions.

The Riparian Edge has received extensive management over time related to tree maintenance (i.e. removal a hazardous conditions) and modification of understory vegetation resulting from mowing, dumping of debris, placement of rock for bank stabilization, and other activities associated with the use of the Study Area as a mobile home park. Historic and ongoing disturbance of the streambank has sustained Armenian Blackberry as the dominant understory species in that location. This combined with maintenance activities to sustain a lawn understory vegetation community within upper terrace areas of the Riparian Edge greatly reduces the potential presence for significant fish and wildlife.

4.2. Visual Resource Inventory

The Study Area is a developed terrace that has supported the functions of a mobile home park for greater than 48 years. Visual features within the Study Area are limited to non-impervious surface portions of the site existing as small pocket lawn areas and the narrow Riparian Edge paralleling the Willamette River. Visually open space areas are confined to the vicinity of the riparian edge, where lawn and non-native ornamental landscaping areas merge with the remnant native riparian fringe vegetation community. The Riparian Edge provides the only fish and wildlife habitat functions and values within the Study Area.

The most identifiable landmark feature within the Study Area is the Riparian Edge overstory vegetation community. Due to natural overstory vegetation and general topography, no view of the Study Area is apparent from Sought 2nd Street. The Study Area is remotely visible, but not identifiable to travelers as they cross the bridge and enter into the Glenwood community from the east. Natural features within the Study Area are not readily identifiable from Franklin Boulevard. The general public is not allowed to traverse the asphalt private access drives within the mobile home park without the permission of the operator of the park. The only opportunity for a viewing the Riparian Edge areas within the Study Area would be from the east bank of the Willamette River or the River itself. The River is approximately 350 feet wide within the vicinity of the Study Area. An industrial land use that manufactures specialty chemicals is located on the opposite side of the River near the north portions of the Study Area. Employees of the industrial land use may have a filtered view of the Study Area, through overstory riparian vegetation.

The Riparian Edge is not easily discernable from other parcels adjacent to the Study Area due to the relatively consistent character of the riparian overstory vegetation within the reach of the River and similar land uses adjacent to the Study Area. An undeveloped strip of natural vegetation is located adjacent to (west of) South 2nd Street and the industrial facility on the east bank of the river opposing the Study Area. This strip of natural vegetation is a mix of riparian and upland forested vegetation communities, and varies from 75' to 200' in width. Wider areas of the natural vegetation is rooted over steep topography. Visual observation during a site visit confirms that this natural vegetation area is commonly used as a transient encampment.

Views from the Study Area are generally short in distance, given the overhanging riparian vegetation on the west bank, and the existing riparian vegetation community on the east bank of the River. Views of adjacent parcels to the north or south are prohibited by fenceline and tree line (mature arborvitae) areas. The railroad bridge crossing the River to the north is visible from the northeast portions of the parcel, but filtered by the riparian vegetation. Views from the south east portions of the riparian edge within the Study Area show a riparian community quickly transitioning to upland forest rooted over moderately steep topography east of South 2nd Street. No other views of significance were noted during the site visits.

4.3. Comparison To Specific Willamette River Greenway Overly and Setback Criteria

The preceding inventory work has been conducted to best address the specific criteria from the City of Springfield Land Use Code related to the Greenway Overlay and Setback (Section 3.3-325) as follows:

C. Significant fish and wildlife habitats shall be protected, (protection of significant fish and wildlife habitats)
D. Identified scenic qualities and view-points shall be preserved (preservation of identified scenic qualities and view points)
F. The natural vegetative fringe along the river shall be enhanced and protected to the maximum extent practicable (enhancement and protection of the natural vegetative fringe to the maximum extent practicable).
G. The location of known aggregate deposits shall be considered. Aggregate extraction may be permitted outside the Greenway Setback Area subject to compliance with State law, the underlying zoning district and conditions of approval

designed to minimize adverse effects on water quality, fish and wildlife, vegetation, bank stabilization, stream flow, visual quality, quiet and safety and to guarantee reclamation.

Response to Item C) - Protection of Significant Fish and Wildlife Habitats

To comply with Endangered Species Act (ESA), Section 404 of the Clean Water Act, and State of Oregon environmental regulations, environmental surveys are required to determine potential impacts to sensitive species and wildlife habitat that may result from a project. Findings from environmental surveys for a Study Area can be utilized during the project design development to avoid and minimize potential project impacts to significant environmental resources.

Collected species life history and habitat requirements information was compared to the existing environmental baseline conditions present within the Study Area. The Study Area vicinity was classified into habitat zones based on existing vegetation communities, topography, hydrology, and disturbance regimes. This list of existing site habitat zones was then cross-referenced with habitat requirements for significant fish and wildlife the probability of suitable habitat or species presence within the vicinity of the Study Area.

A review of the Oregon Natural Heritage Information Center (ORNHIC) information for the Study Area vicinity was carried out to provide an indication of the potential presence of significant fish and wildlife species and/or their habitat. ORNHIC database queries identify species known to reside within a 2-mile radius of the Study Area (and not necessarily at the parcel). Species identified through the database query for this project include Chinook Salmon, Pop. 23 (Upper Willamette River Evolutionarily Significant Unit, Spring Run) (*Oncorhynchus tshawytscha*), Oregon Chub (*Oregonichthys crameri*), Townsend's Big-eared Bat (*Plecotus townsendii),* Northern Pacific Pond Turtle (*Actinemys marmorata marmorata),* Painted Turtle (*Chrysemys picta), and* Sharptail Snake (*Contia tenuis)*. Habitat requirements for these species include the Willamette River (classified as Essential Salmonid Habitat) and suitable, slow moving backwater areas and suitable riparian zones along the River.

Overall suitable habitat for threatened or endangered wildlife species within the Study Area has been affected by historic and current land uses, which have modified the natural landscape throughout the majority of the site for the past 50+ years. Suitable habitat for listed species known to be present within the Study Area vicinity is not provided by the site. Other areas within the bed and banks and below the OHWM of the River may provide habitat suitable for some of the identified sensitive species, especially where native vegetation is rooted at the active low flowing channel (during the summer time). The narrow Riparian Edge within the Study Area lacks natural diversity and exhibits a manicured lawn understory vegetation assemblage that is devoid of native herbs and shrubs. Trees within the Riparian Edge are a mix of native and planted non-native species. The condition of the Riparian Edge within the Study Area does not display the natural characteristics that would allow it to be considered "significant". It is, however, the most relatively significant habitat area at the site.

The Migratory Bird Treaty Act of 1918 (MBTA) provides regulatory protection of migratory birds and prohibits the take of migratory birds without a permit. To ensure compliance with the MBTA, no active nests should be disturbed during a project. A common way to comply with the MBTA is to time any tree removal associated with a project outside of the nesting season for migratory birds. To mitigate for tree removal, re-vegetation activities are typically required, including the planting of native trees and shrubs at a replacement ratio agreed upon by resource agencies. Considerations are also given to the incorporation of native plant species that are considered appropriate forage for migratory birds.

The Riparian Edge vegetation community varies in width (5' – 80' feet) paralleling the west bank of the Willamette River across the Study Area. The Riparian Edge totals 0.88 acres in size, and even though there are areas of existing of riprap placed over steep topography to the OHWM which are not well vegetated, portions of this riparian edge do support some representative natural riparian vegetation in all three forms (i.e. herbaceous, scrub/shrub, & tree), but these areas are very limited in width (5'-15'). The most significant fish and wildlife feature present within the Study Area is the overstory native riparian vegetation assemblage that has an interaction with the Willamette River. All other modifications to the Study Area would not impact any significant fish and wildlife habitats if appropriate Best Management Practices (BMP's) and Standards were employed during construction activities, including the development of post construction stormwater treatment techniques, which are general conditions of approval specified under state and federal agency permits.

Exhibit C-10

Response to Item D) – Preservation of Identified Scenic Qualities and Viewpoints

Scenic qualities at the site are the same as those offered by other parcels located in a similar landscape position: a high terrace along the Willamette River. The visual accessibility to the Willamette River is the primary scenic quality offered by this parcel. Excluding the developed mobile home park, overstory Riparian Edge, and rock streambank stabilization areas are identifiable landmark features within the parcel. The understory vegetation community of the Riparian Edge is too narrow and disturbed to provide much scenic value. The Riparian Edge does assist in providing visual identification and definition to the river and riparian system, but no particular individual viewpoints are identified at the parcel: Short views to the industrial and natural vegetation areas located across the River are available along much of the parcel, through gaps in the Riparian Edge vegetation community, which generally correspond to rock streambank stabilization areas. Currently, only employees of the industrial land use and users of the natural areas along the east bank of the river have a filtered view (through riparian/natural vegetation) to the Study Area. Due to natural overstory vegetation and general topography, no view of the Study Area is apparent from Sought 2nd Street. The Study Area is remotely visible, but not discernable to travelers as they cross the bridge and enter into the Glenwood community from the east.

Response to Item F) – Enhancement and Protection of the Natural Vegetative Fringe to the Maximum Extent Practicable

The extent of natural riparian areas (Riparian Edge) within the Study Area ranges from 5' – 80' in width, widening in areas that support non-native overstory vegetation that has created an overstory canopy with the native vegetation community. The Riparian Edge vegetation zone supports a mix of native and non-native vegetation, and all understory areas are manipulated in places that are accessible to management activities. The narrow Riparian Edge area should be considered a component of the "Natural Vegetative Fringe", as it provides the most significant habitat functions within the Study Area, as well as some moderate visual resource functions at the site. The Riparian Edge could be enhanced by planting of additional native overstory and understory species, especially in areas of existing riprap armor and barb streambank stabilization techniques.

Species planted could include those typically found in a riparian setting in a broadened corridor along the top of bank. Developed areas of the site include all areas not included in the Riparian Edge. Developed areas within the Study Area are paved, graveled, and very small patches of vegetated areas are extensively mown, fertilized, and watered. This vegetation/habitat zone should not be considered a component of the "Natural Vegetative Fringe", as it is composed of primarily non-native herbaceous lawn grasses species and provides no significant habitat functions and very little visual resource functions at the site.

Response to Item G) – Consideration of Known Aggregate Deposits.

The Eugene Springfield Metropolitan Plan (Metro Plan) Diagram with the Study Area superimposed is provided in Figure 6. The diagram identifies the Study Area as being in a mixed commercial area comprised of commercial (near Franklin Boulevard) and Medium Density Residential. The Study Area is current zoned low density residential. Given the duration (50+ years) that the property has been in a residential land use, combined with the character of land uses within the Study Area vicinity, which are consistent with a residential/commercial/light industrial setting, the Study Area does not appear to provide the suitable landscape position for a Sand and Gravel land use, despite any potential resources that may be available within the project vicinity.

The Metro Plan identifies Sand and Gravel designations as a category that includes existing and future aggregate processing and extraction areas. Aggregate extraction and processing is allowed in designated areas subject to Metro Plan policies, applicable state and federal regulations, and local regulations. For new extraction areas, reclamation plans required by the State of Oregon and Lane County provide a valuable means of assuring that environmental considerations, such as re-vegetation, are addressed. The Metro Plan diagram identifies the nearest Sand and Gravel designations located southeast of the Study Area, near the Confluence of the Middle Fork Willamette River and the Coast Fork Willamette River (Figure 6).

Exhibit C-11

5. Glossary of Terms

Corridor – a narrow strip of land that differs from the matrix on either side.

Dike - A bank (usually earthen) constructed to control or confine water.

Dominance - A descriptor of vegetation that is related to the standing crop of a species in an area, usually measured by height, areal cover or basal area (for trees).

Dominant Species - A plant species that exerts a controlling influence on or defines the character of a community.

Edge – an outer band of a patch that has an environment significantly different from the interior of the patch.

Emergent Plant - A rooted herbaceous plant species that has parts extending above a water surface.

Fill Material - Any material placed in an area to increase surface elevation.

Flooded - A condition in which the soil surface is temporarily covered with flowing water from any source, such as streams overflowing their banks, runoff from adjacent or surrounding slopes, inflow from high tides, or any combination of sources.

Growing Season - The portion of the year when soil temperatures at 19.7 inches below the soil surface are higher than biologic zero (5° C). Can be approximated by the number of frost-free days.

Herb - A non-woody individual of a macrophytic species, or seedlings of woody plants that are less than 3.2 feet in height.

Hydric Soil - A soil that is saturated, flooded, or ponded long enough during the growing season to develop anaerobic conditions that favor the growth and regeneration of hydrophytic vegetation.

Hydrophytic Vegetation - the sum total of macrophytic plant life growing in water or on a substrate that is at least periodically deficient in oxygen as a result of excessive water content.

Indicator Status - One of the categories that describes the estimated probability of a plant species occurring in wetlands.

Inundation - A condition in which water from any source temporarily or permanently covers a land surface.

Interior species – a species located only or primarily away from the perimeter of a landscape element.

Landscape Matrix – the most extensive and most connected landscape element type present, which plays the dominant role in landscape functioning.

Riparian – the natural vegetative fringe along a river or creek bank.

Ponded - A condition in which water stands in a closed depression. Water may be removed only by percolation, evaporation, and / or transpiration.

Sample Plot - An area of land used for measuring or observing existing conditions.

Saturated Soil Conditions - A condition in which all easily drained voids between soil particles in the root zone are temporarily or permanently filled with water to the soil surface at pressures greater than atmospheric.

Soil - Unconsolidated mineral and organic material that supports, or is capable of supporting, plants, and which has recognizable properties due to the integrated effect of climate and living matter acting upon parent material, as conditioned by relief over time.

Exhibit C, 112

Soil Series - A group of soils having horizons similar in differentiating characteristics and arrangement in the soil profile, except for texture of the surface horizon.

Transect - A line on the ground along which observations are made at some interval.

Wetlands - Those areas that are inundated or saturated by surface or ground water at a frequency and duration sufficient to support, and that under normal circumstances do support, a prevalence of vegetation typically adapted for life in saturated soil conditions.

Exhibit C1-13

6. References

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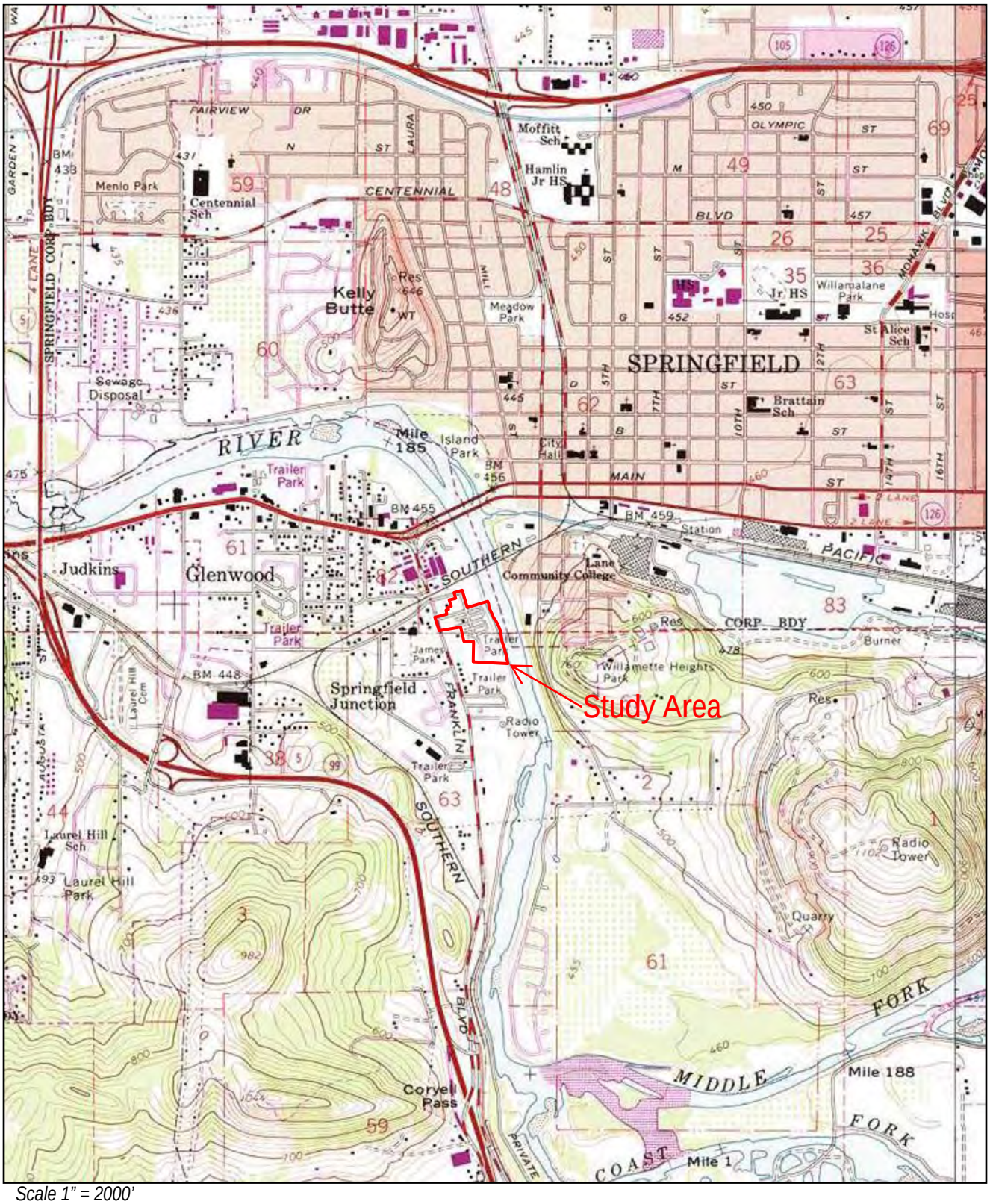
APPENDIX 7.1.

Figures

Figure 1.	USGS Topographic Map, Eugene East Quadrangle
Figure 2a.	Lane County Assessor's Tax Lot Map T.17S-R.03W-S.34-44
Figure 2b.	Lane County Assessor's Tax Lot Map T.18S-R.03W-S.03-11
Figure 2c.	Lane County Assessor's Tax Lot Map T.17S-R.03W-S.35-33
Figure 2d.	Lane County Assessor's Tax Lot Map T.18S-R.03W-S.02-2
Figure 3a.	Soil Survey for Lane County Map, Sheets 76 &91
Figure 3b.	Soil Series and Tax Lot Information Map
Figure 4a.	Excerpt from City of Springfield National & Local Wetland Inventory Map
Figure 4b	USFWS National Wetland Inventory Map (Eugene East Quad)
Figure 5a & 5b.	Willamette River Greenway Boundary Maps
Figure 6	Excerpts from the Eugene-Springfield Metropolitan Plan Diagram
Figure 7a-7e.	Aerial Photography
Figure 8.	Proposed Willamette River Greenway Setback Map

Exhibit C-15



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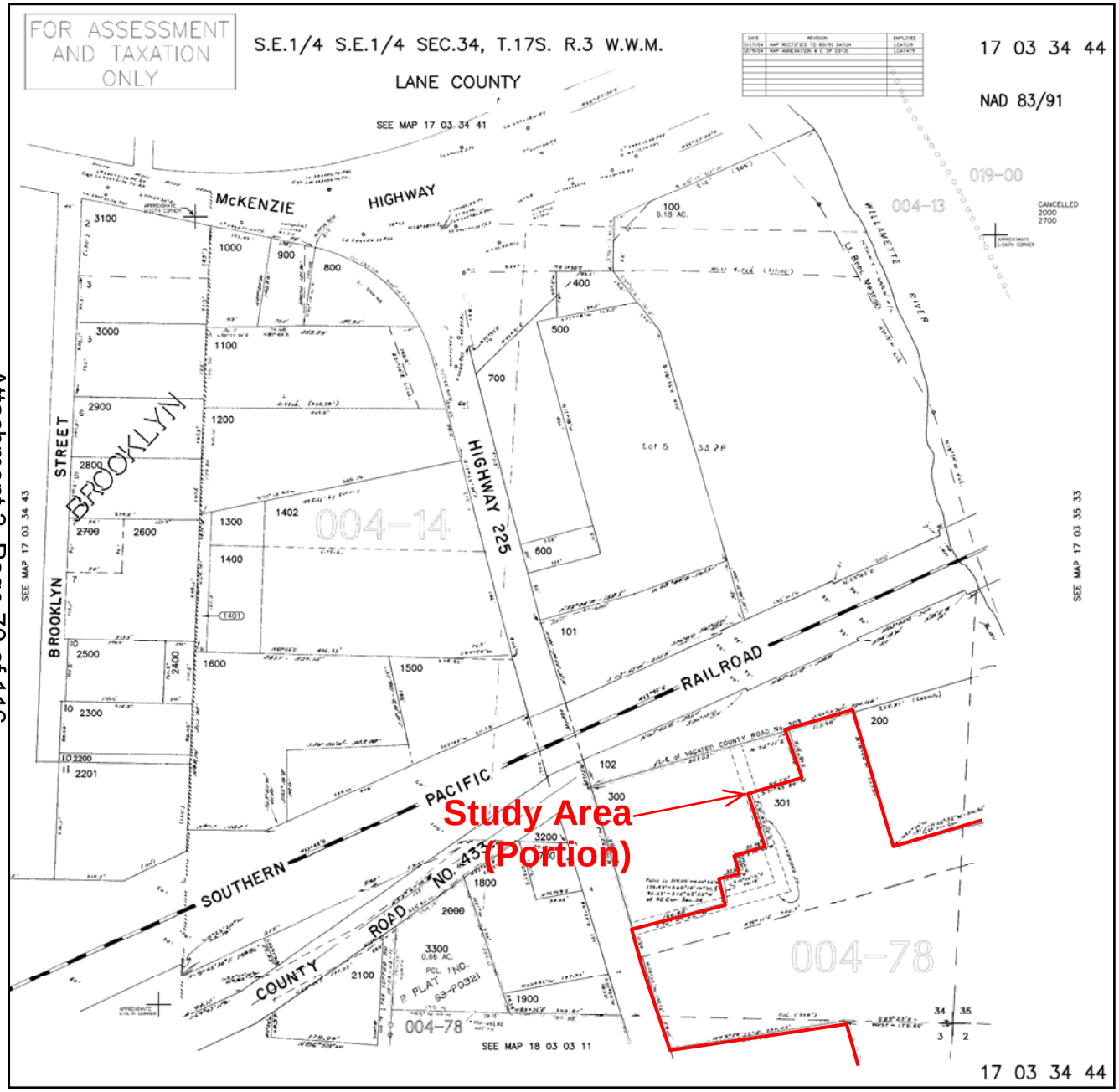
N

VICINITY MAP (USGS MAP)
Eugene East Quadrangle
Shin / Shamrock Village Mobile Home Park Project
Figure 1



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Scale 1" = 300'

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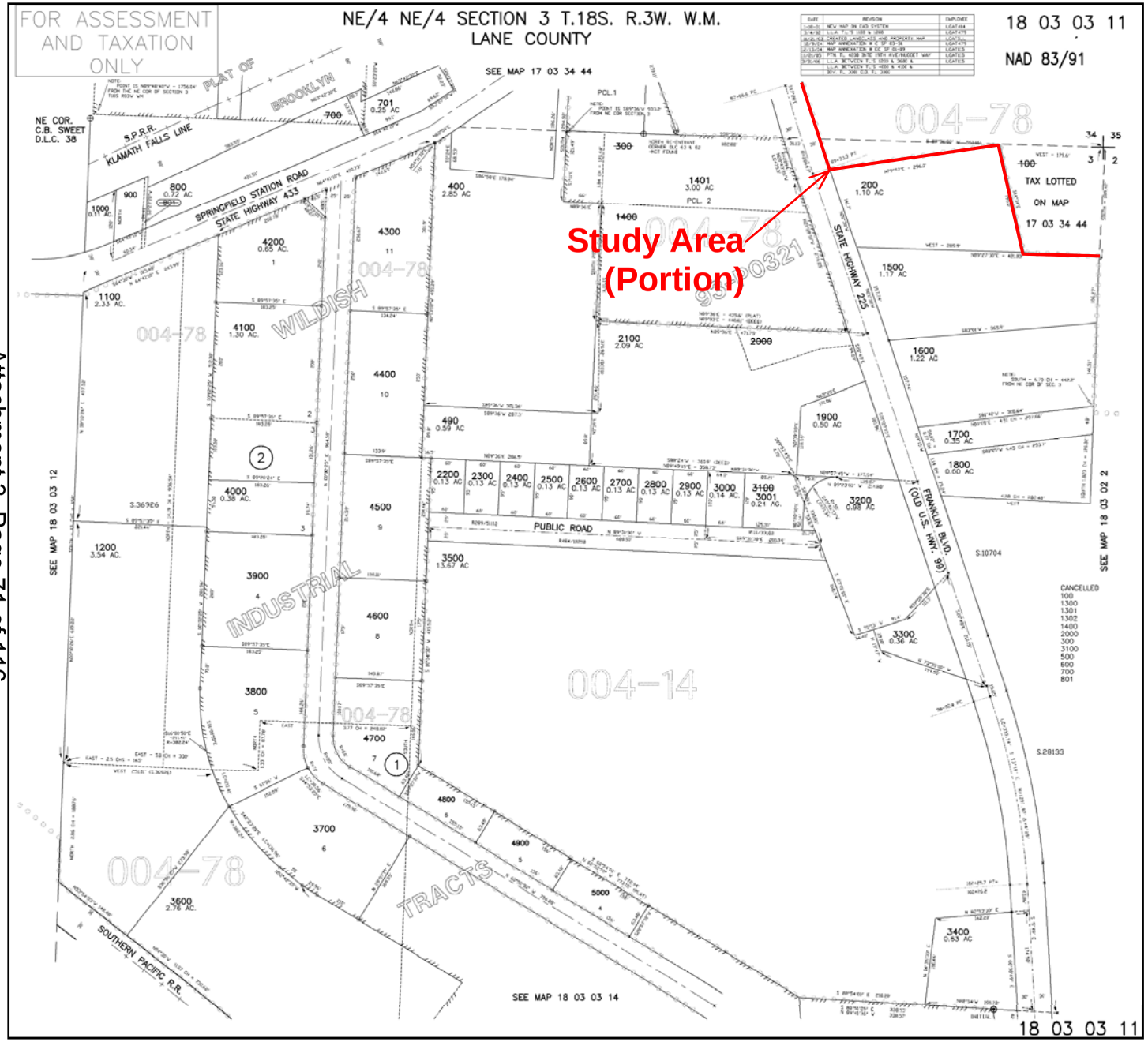
ASSESSOR'S MAP
T.17S-R.03W-S.34-44
Shin / Shamrock Village Mobile Home Park Project
Figure 2a

Exhibit C 117



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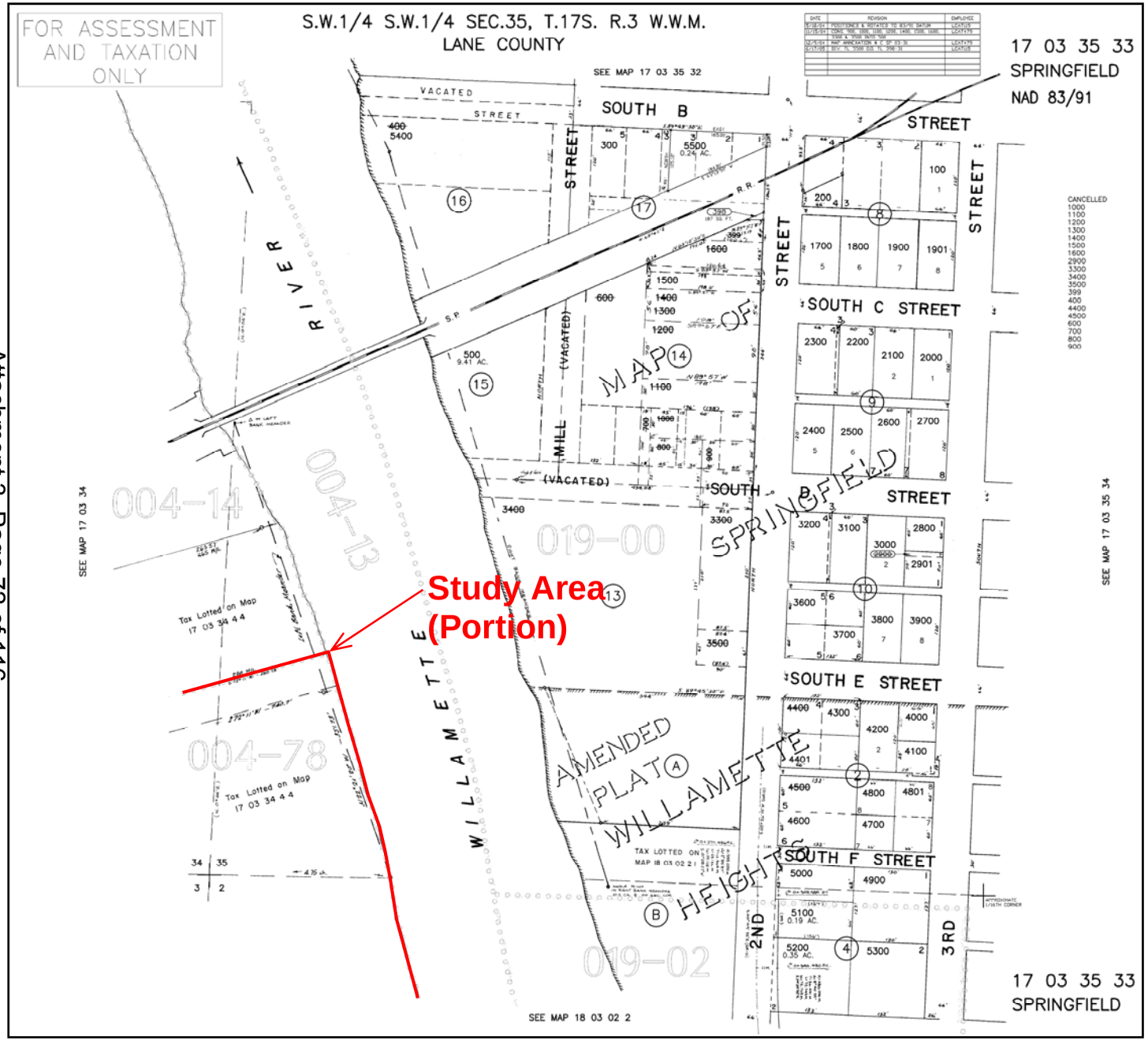
Scale 1” = 300’

N

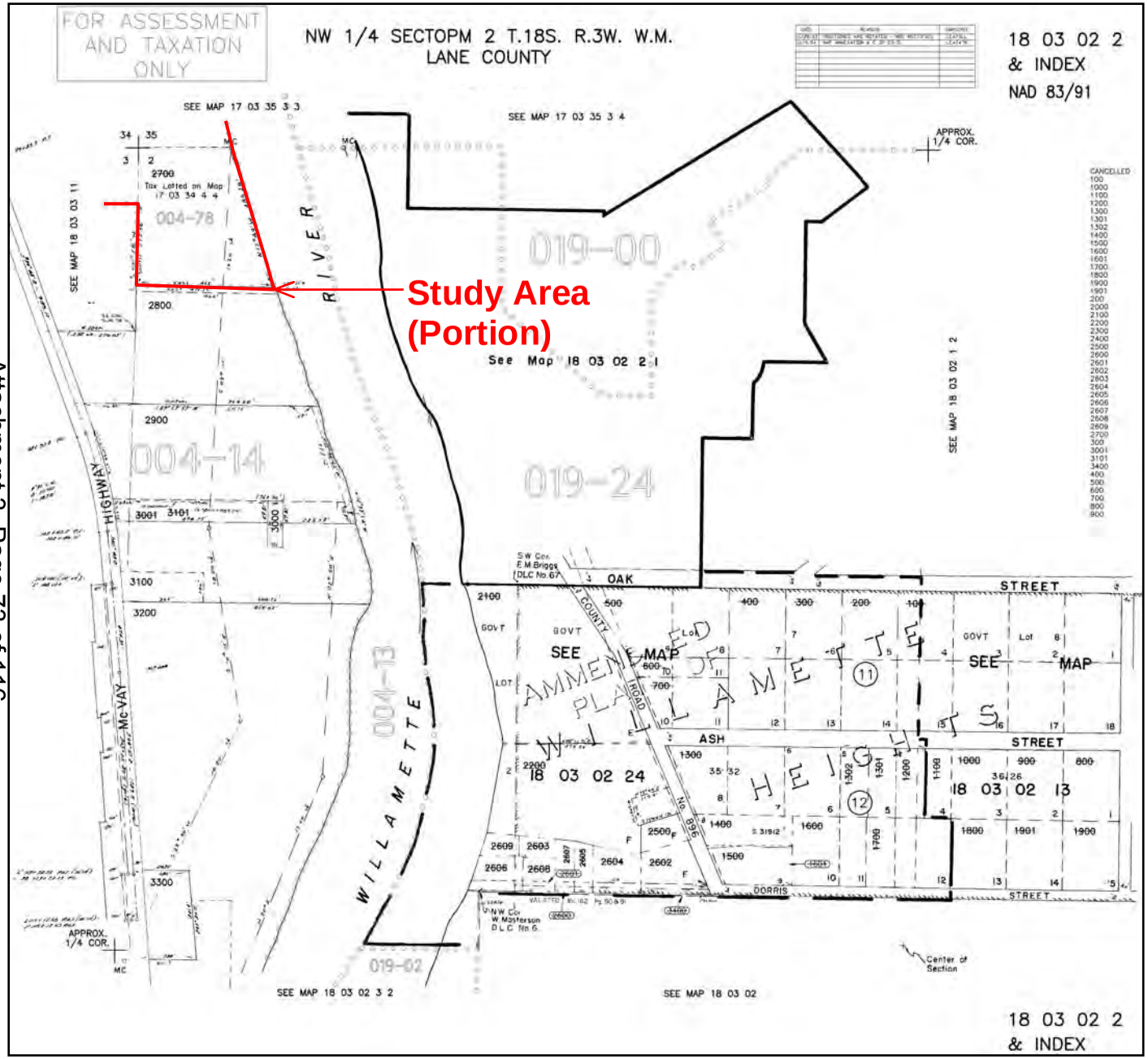
ASSESSOR’S MAP
T.18S-R.03W-S.03-11
Shin / Shamrock Village Mobile Home Park Project
Figure 2b

Exhibit C 116



ASSESSOR'S MAP
T.17S-R.03W-S.35-33
Shin / Shamrock Village Mobile Home Park Project
Figure 2c

Exhibit C119



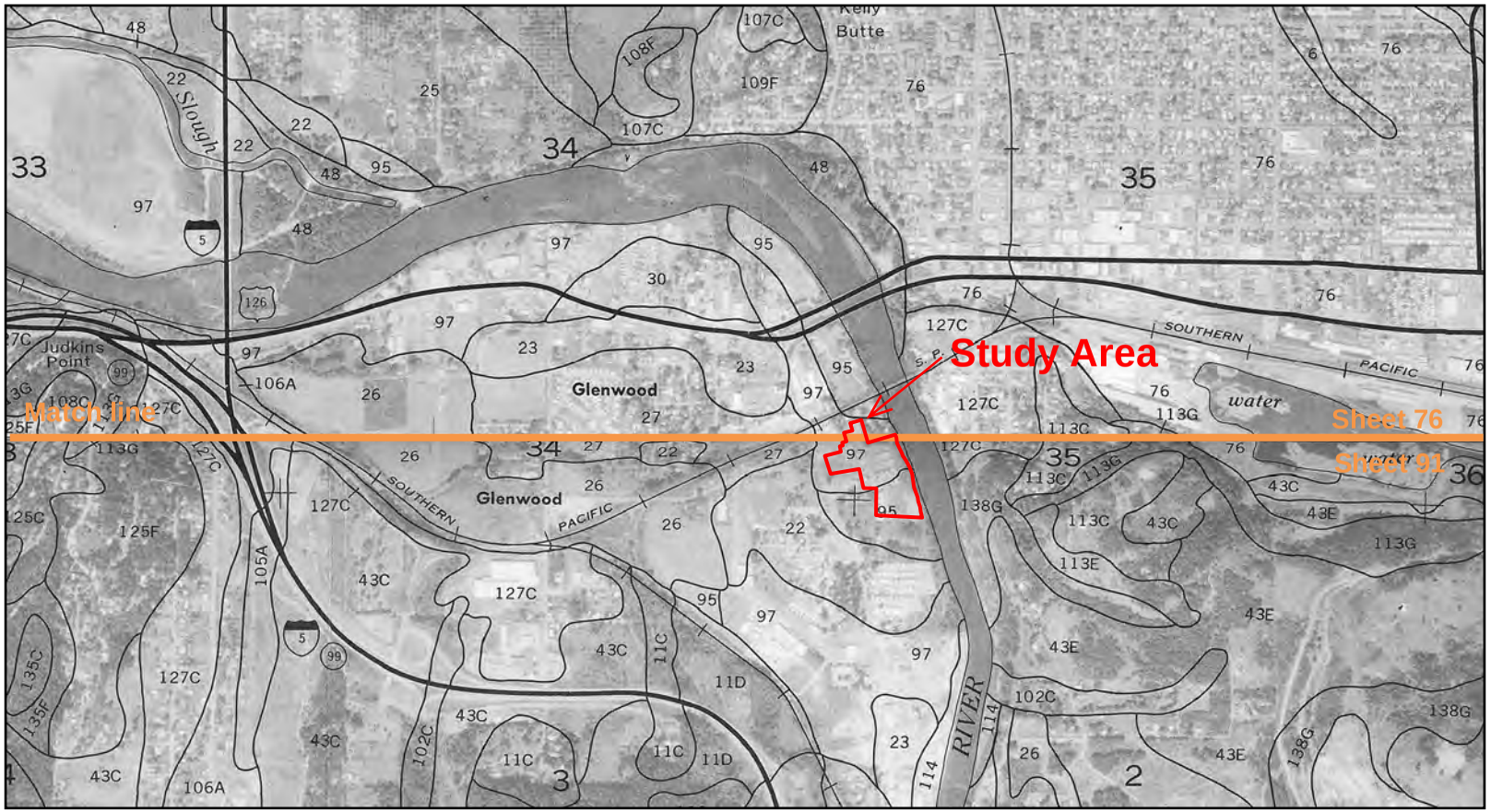
0' 600'

Scale 1" = 600'

N

ASSESSOR'S MAP
T.18S-R.03W-S.02-2
Shin / Shamrock Village Mobile Home Park Project
Figure 2d

Exhibit C1-20



Scale 1 : 20,000

SOIL SURVEY OF [THE] LANE COUNTY AREA, OREGON MAP
Map Sheets 76 & 91
Shin / Shamrock Village Mobile Home Park Project
Figure 3a

N

#95 – Dixonville Silty Clay Loam 3-12% slopes	*Non-hydric*
#97 - Dixonville Silty Clay Loam, 30-50% slopes	*Non-hydric*

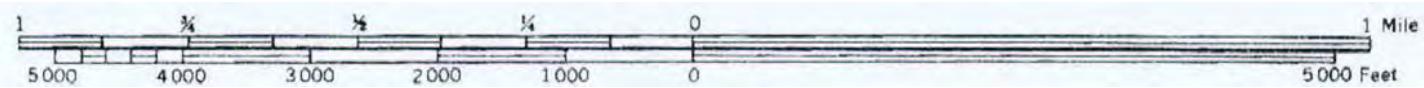
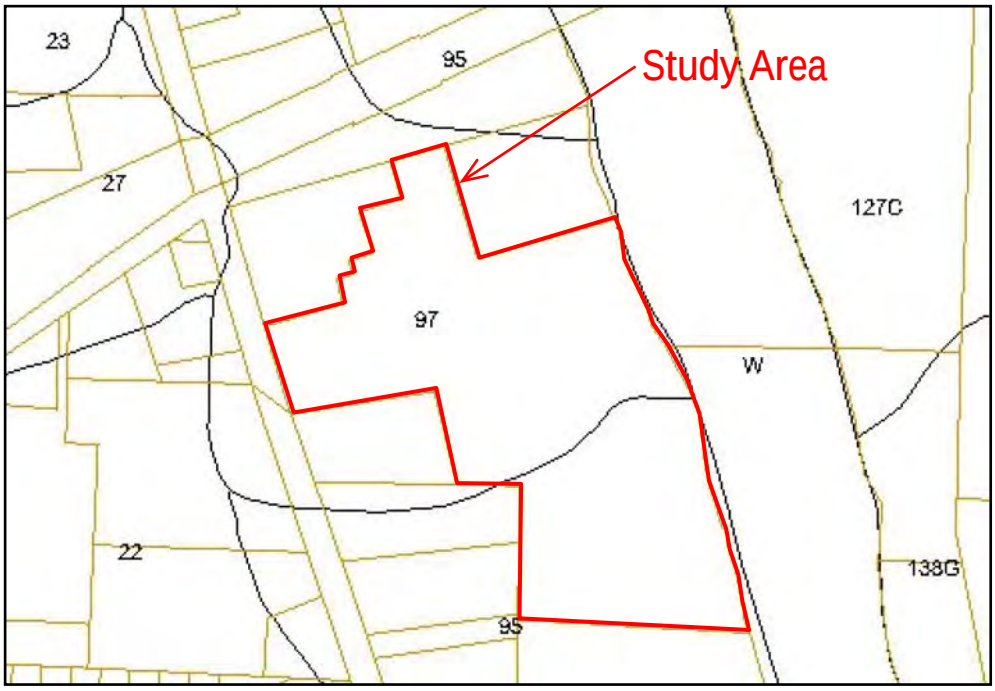


Exhibit C-21



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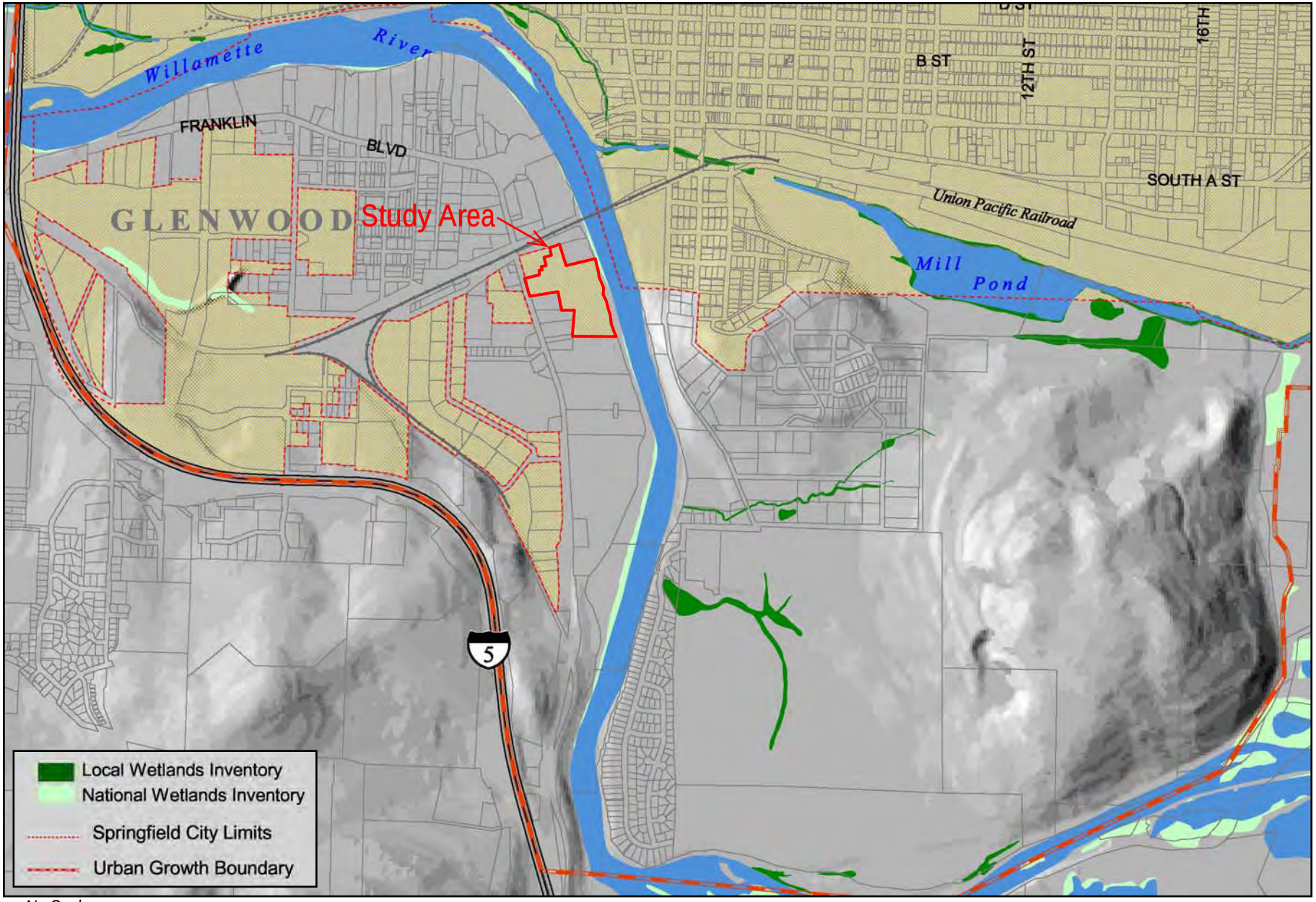
N

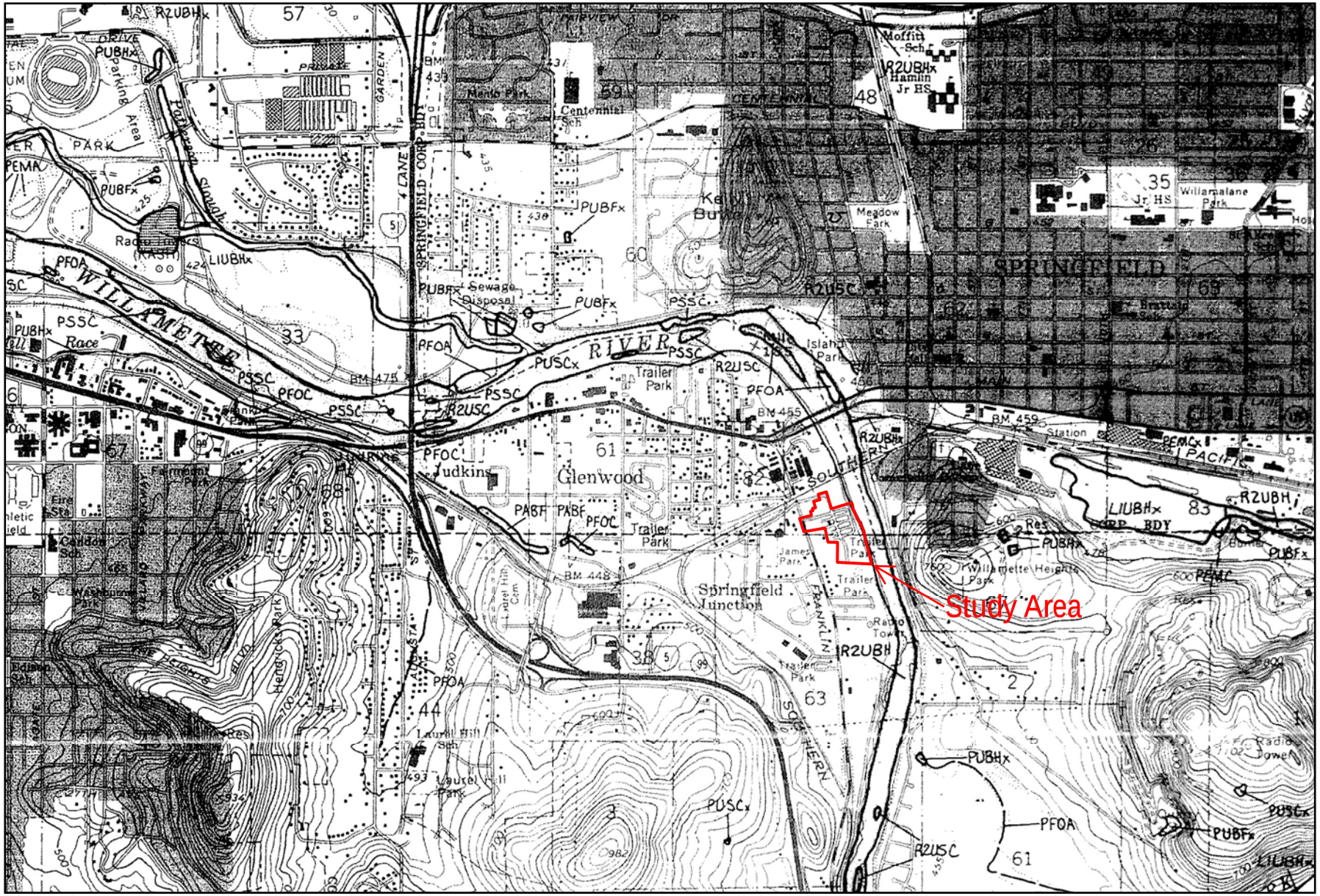
SOIL SERIES &TAX LOT INFORMATION MAP
Shin / Shamrock Village Mobile Home Park Project
http://www.lanecounty.org
Figure 3b



No Scale

N

CITY OF SPRINGFILED LOCALWETLAND
INVENTORY MAP (*http://www.ci.springfield.or.us/*)
Shin / Shamrock Village Mobile Home Park Project
Figure 4a

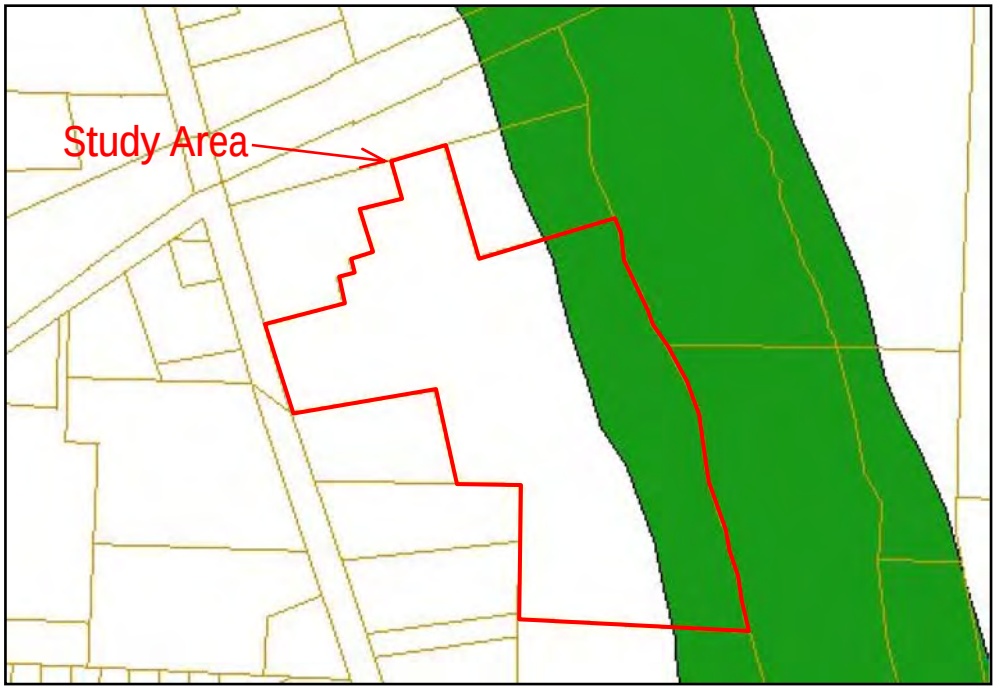


No Scale

N

USFWS National Wetland Inventory Map (Eugene East Quadrangle)
Shin / Shamrock Village Mobile Home Park Project
Figure 4b

Exhibit C, 24

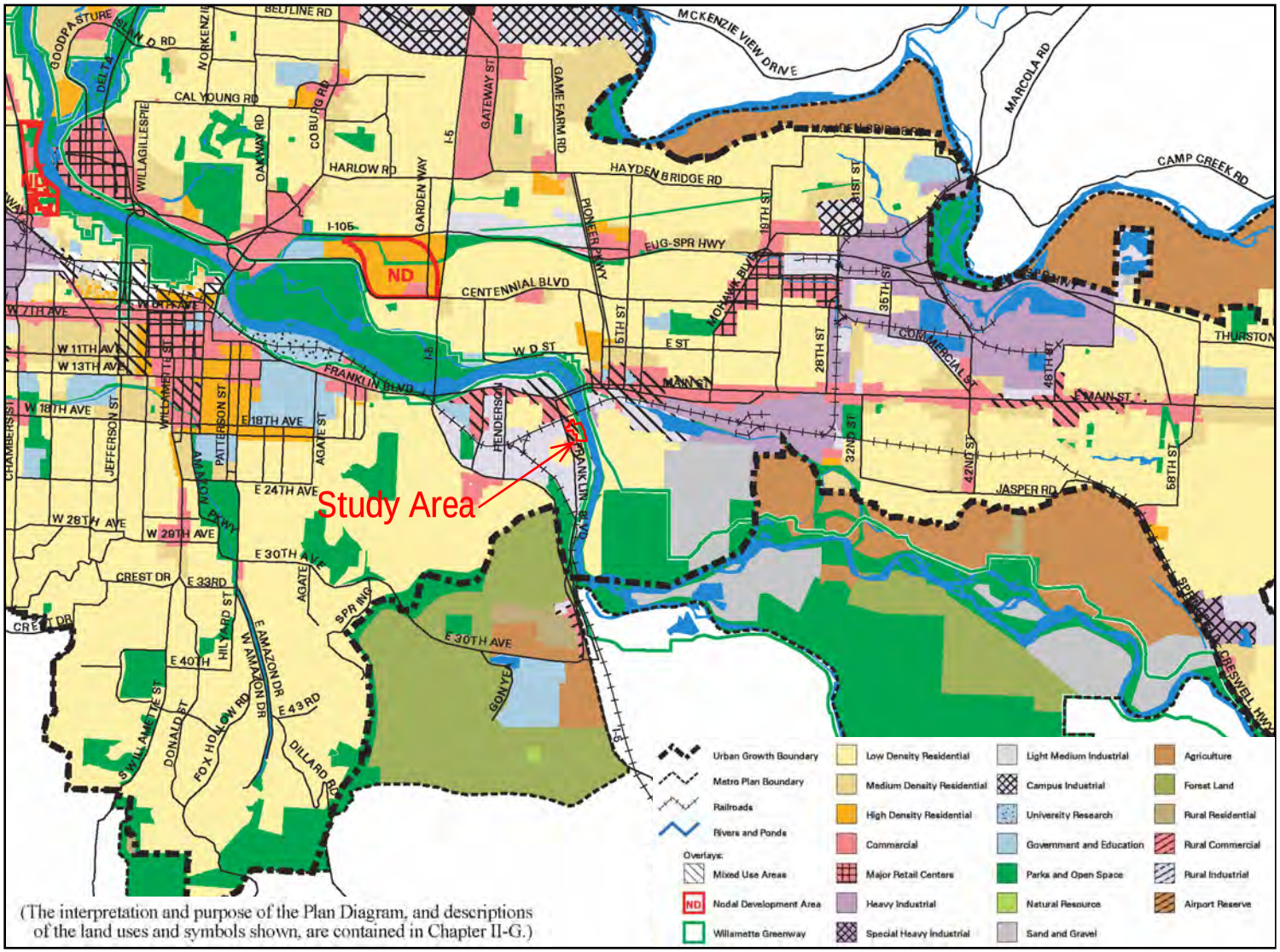


Scale 1" = 400'

Scale 1" = 400'

0' 400' N

Willamette River Greenway Maps
http://www.lanecounty.org
Shin / Shamrock Village Mobile Home Park Project
Figure 5a & 5b



Scale 1" = 7000'

0' 7000'

N

Excerpt from Eugene - Springfield Metropolitan Area
General Plan Diagram
http://www.lcog.org/metro/default.htm
Shin / Shamrock Village Mobile Home Park Project
Figure 6

No Scale

N

AERIAL PHOTOGRAPH (1960)
Shin / Shamrock Village Mobile Home Park Project
http://libweb.uoregon.edu/map/
FIGURE 7a

No Scale

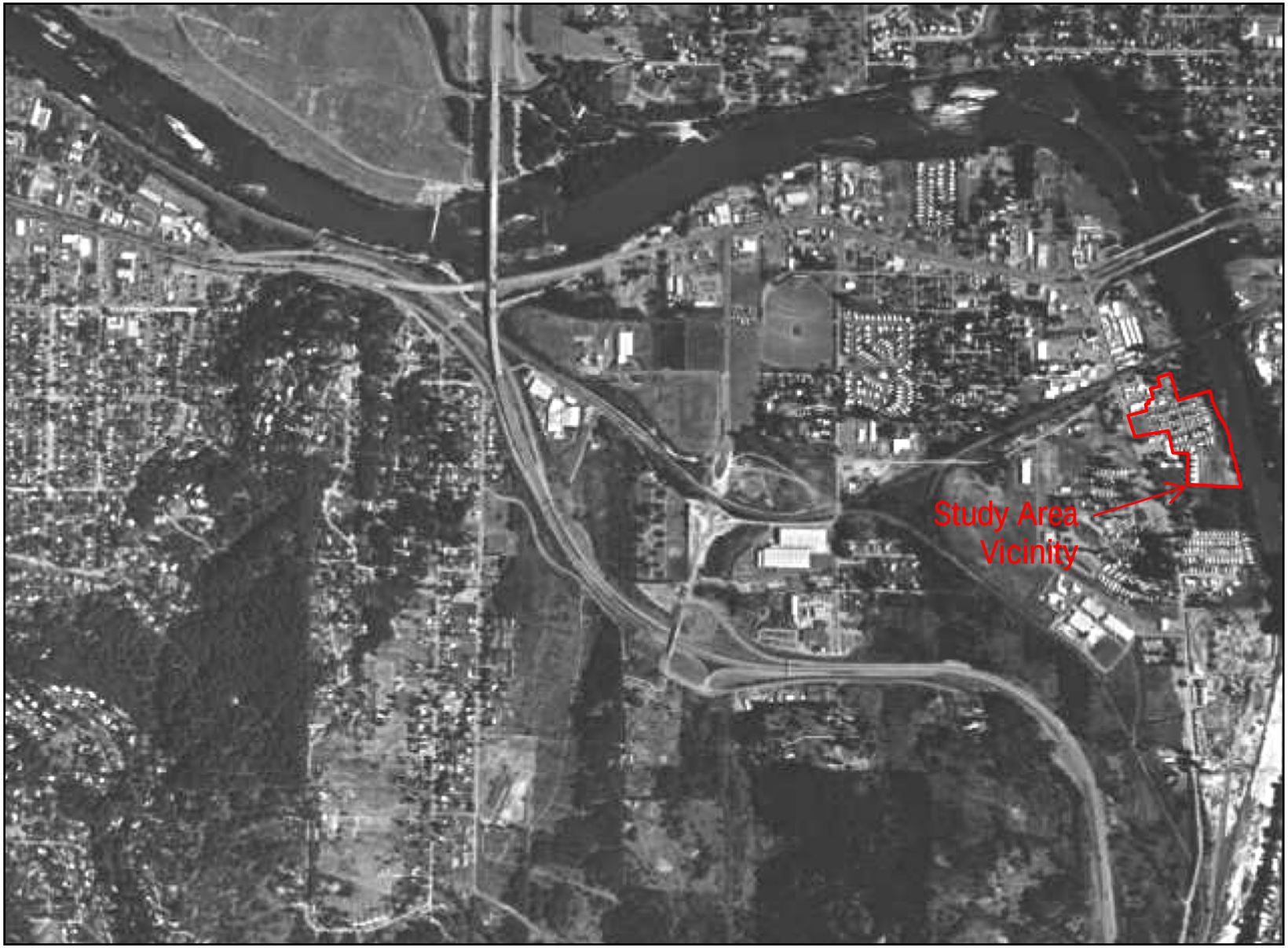
N

AERIAL PHOTOGRAPH (1968)
Shin / Shamrock Village Mobile Home Park Project
http://libweb.uoregon.edu/map/
FIGURE 7b

No Scale

N

AERIAL PHOTOGRAPH (1973)
Shin / Shamrock Village Mobile Home Park Project
http://libweb.uoregon.edu/map/
FIGURE 7c



No Scale

N

AERIAL PHOTOGRAPH (1978)
Shin / Shamrock Village Mobile Home Park Project
http://libweb.uoregon.edu/map/
FIGURE 7d

No Scale

N

AERIAL PHOTOGRAPH (1979)
Shin / Shamrock Village Mobile Home Park Project
http://libweb.uoregon.edu/map/
FIGURE 7e

Scale 1" = 1000'

Scale 1" = 1000'

0' 1000'

N

AERIAL PHOTOGRAPHS (2000 & 2004)
Shin / Shamrock Village Mobile Home Park Project
http://www.lanecounty.org
FIGURE 7f & 7g

Exhibit C2
-4

No Scale

N

AERIAL PHOTOGRAPH
Shin / Shamrock Village Mobile Home Park Project
http://www.lanecounty.org
FIGURE 7h

No Scale

N

AERIAL PHOTOGRAPH
Shin / Shamrock Village Mobile Home Park Project
http://maps.live.com/
FIGURE 7i

Exhibit C2
-6-

No Scale

N

AERIAL PHOTOGRAPH
Shin / Shamrock Village Mobile Home Park Project
http://maps.live.com/
FIGURE 7j

Scale 1" = 200'

N

PP #	*Photo Point Location*
	Riparian Edge Vegetation / Habitat Zone (Proposed Greenway Setback Line) / Visual Resource Feature
	Developed Upper Terrace Areas Vegetation / Habitat Zone
	Existing Greenway Boundary
	Viewpoint Corridor Location to Significant Landscape Feature

Proposed Willamette River Greenway Setback & Visual Features Map

2004 Aerial Photograph & Tax Lot Information
http://www.lanecounty.org/LaneCountyMaps/
Shin / Shamrock Village Mobile Home Park Project
FIGURE 8

APPENDIX 7.2.

Site Photos

Photo Point 1 (06/03/2008). View northeast to east across the south portions of the Study Area adjacent to the Willamette River.

Photo Point 2 (06/03/2008). View northwest over the vegetative character of the riparian fringe within the south portions of the Study Area.

Photo Point 2 (06/03/2008). View north over non-armored bank portions of the Willamette River within the Study Area, supporting a narrow low bench terrace natural vegetation community.

Site Photographs
June 03, 2008

Exhibit C2
-10

Photo Point 3 (06/03/2008). View southeast over armored bank areas within the south portions of the Study Area.

Photo Point 4 (06/03/2008). View south over south portions of the Study Area.

Site Photographs
June 03, 2008

Exhibit C2
-11

Photo Point 5 (06/03/2008). View southeast over the riparian fringe vegetation assemblage.

Photo Point 5 (06/03/2008). View northwest.

Site Photographs
June 03, 2008

Photo Point 6 (06/03/2008). View southeast.

Photo Point 6 (06/03/2008). View northeast over managed lawn areas and the remnant overstory riparian vegetation generally rooted at and below the river top-of-bank throughout the Study Area.

Site Photographs
June 03, 2008

Photo Point 7 (06/03/2008). View north over a dog park area located adjacent to the natural riparian vegetation within the central portions of the Study Area.

Photo Point 8 (06/03/2008). View north over the vegetation assemblage located adjacent to the river within the north portions of the Study Area.

Site Photographs
June 03, 2008

Exhibit C2
-14

Photo Point 9 (06/03/2008). View south over the central portions of the Study Area located adjacent to the river.

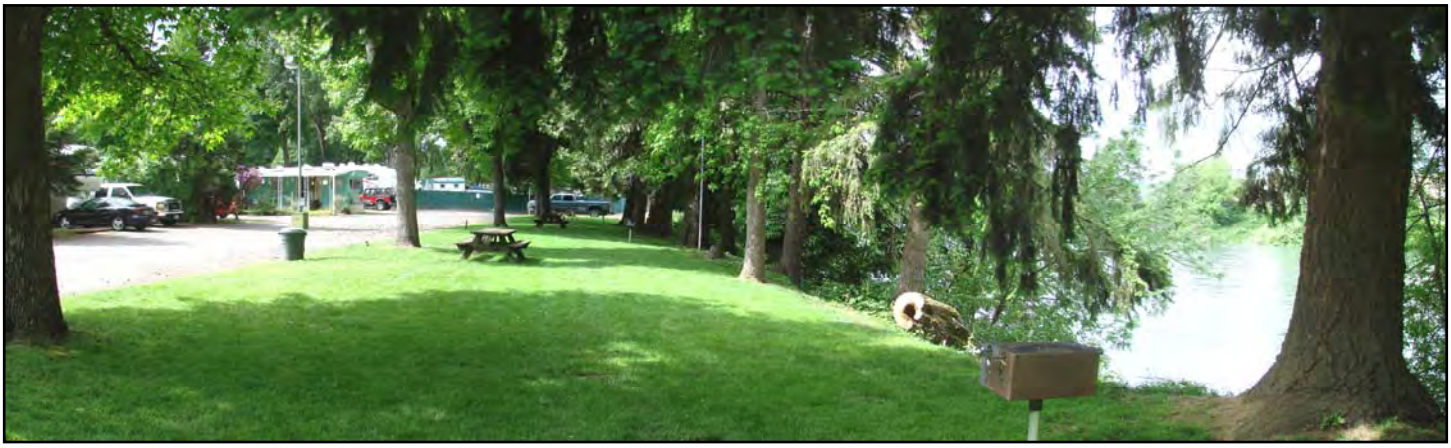


Photo Point 9 (06/03/2008). Overstory vegetation not rooted near the top of bank of the river are non-native, ornamental species planted as part of the landscaping for the mobile home park.

Site Photographs
June 03, 2008

Exhibit C2
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Photo Point 10 (06/03/2008). View south over the north portions of the Study Area.

Photo Point 11 (06/03/2008). View west over the north portions of the Study Area.

Site Photographs
June 03, 2008

Exhibit C2
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Random Photo Point (Near PP 11). View northeast over the developed character of the riparian fringe immediately north of the Study Area.

Random Photo Point (Near PP 11). View northeast over the railroad bridge and industrial land uses located within the Study Area vicinity.

Random Photo Point (Near PP 11) (06/03/2008). View northeast and east over industrial land uses located on the east bank of the Willamette River, opposite the Study Area.

Site Photographs
June 03, 2008

Random Photo Point (06/03/2008). View north over non-armored natural riparian vegetation areas rooted at and below the OHWM of the river.

Random Photo Point (06/03/2008). View southeast over the riparian vegetation community rooted over relatively steep topography along the east bank of the river, opposite the south portions of the Study Area.

Site Photographs
June 03, 2008

Exhibit C2
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APPENDIX 7.3.

Sensitive Species Lists

Southern Willamette Valley Species of Concern

Scientific Name / Common Name	Federal / State Status	Habitat Requirements
Lomatium bradshawii / Bradshaw's Lomatium	LE / LE	Wetland prairies with heavy clay soils--Approx. Bloom Season: April and early May, with fruits appearing in late May and June
Cimicifuga elata / Tall Bugbane	N/A / C	Moist, shady low elevation forests--Approx. Bloom Season: June to August
Delphinium oreganum / Willamette Valley Larkspur	SoC / C	Dry prairies and cliffs, may be restricted to northern valley sites--Approx. Bloom Season: May to June
Delphinium pavonaceum / Peacock Larkspur	SoC / LE	Roadsides and open fields to dry hillsides; may be restricted to Benton, Marion and Polk Co.--Approx. Bloom Season: May to June
Erigeron decumbens var. decumbens / Willamette Valley Daisy	LE / LE	Mostly wetland prairies, but can be found in upland prairie--Approx. Bloom Season: June – early July
Eucephalus vialis / Way-side Aster	SoC / LT	Open woodlands--Approx. Bloom Season: July to early August
Sericocarpus rigidus / White-topped Aster	SoC / LT	Low elevation wetland prairies--Approx. Bloom Season: late July to August
Lathyrus holochlorus / Thin-leaved Pea Vine	SoC / N/A	Prairies, un-mown fencelines, and roadsides--Approx. Bloom Season: May through August
Lupinus sulphureus var. kincaidii / Kincaid's Lupine	LT / LT	Wetland and upland prairies and roadside slopes --Approx. Bloom Season: May to July
Montia howellii / Howell's Montia	N/A / C	Areas of habitat disturbance, open bare soil areas of coniferous forests Approx. Bloom Season: February to April
Horkelia congesta spp. congesta / Shaggy Horkelia	SoC / C	Native prairies to open woodland areas--Approx. Bloom Season: April to June
Sidalcea campestris / Meadow Checkermallow	SoC / N/A	Wetland and upland prairies, and roadside slopes and ditches-- May-June
Actinemys marmorata marmorata / Northern Pacific pond turtle	SoC / SC	Slow moving or ponded waters of sufficient depth for summer survival, connected by stream corridors for in-stream migration. Needs logs/rocks bask
Chrysemys picta / painted turtle	N/A / SC	Slow moving or ponded waters of sufficient depth for summer survival, connected by stream corridors for in-stream migration. Needs logs/rocks bask
Rana pretiosa Oregon spotted frog	C / SC	Quiet water
Ammodramus savnnarum / grasshopper sparrow	N/A / N/A SV -SP	Agricultural grasslands, pastures, prairies
Eremophila alpestris strigata Streaked horned lark	C / SC	Fields, short-grass meadows with patches of bare ground
Falco peregrinus anatum American peregrine falcon	N/A / LE	Open areas, rivers, lakes, wetlands; nests on buildings, bridges, cliffs, other tall structures.
Haliaeetus leucocephalus Bald eagle	Soc / Soc	Large trees near shorelines
Lynx canadensis Canada lynx	LT / N/A	Large expanses of non-urban landscape
Plebejus icarioides fenderi / Fender's blue butterfly	LE / LE	Native prairie; Can use *Lupinus sulphureus ssp. kincaidii* as an ovipost host plant.
Euphydryas editha taylori Taylor's checkerspot (butterfly)	C / N/A	Prairies
Speyeria zerene hippolyta Oregon silverspot butterfly	LT / N/A	Prefers coastal areas

LE= Listed Endangered, LT= Listed Threatened, PE= Proposed Endangered, PT= Proposed Threatened, SoC= Species of Concern, C= Candidate, SC or C (State)= Sensitive Critical, SV= Sensitive Vulnerable, SP= Peripheral or Naturally Rare, SU= Undetermined Status, N/A= Not Available. Source: Oregon Natural Heritage Program and USFWS, April 2002. Updated per Oregon Natural Heritage Information Center 2004. Habitat and bloom season information gathered from Flora of the Pacific Northwest (Hitchcock and Cronquist, 1973 11th printing), Rare and Endangered Plants of Oregon (Eastman, 1990); Institute for Applied Ecology website (http://www.appliedeco.org/WillVal.html)

APPENDIX 7.4.

Statement of Qualifications

COYOTE CREEK
ECOLOGICAL SERVICES, LLC.

CHAD M HOFFMAN
PRINCIPAL / WETLAND ECOLOGIST

Education	Bachelor of Science, Biology, minors in Environmental Studies and Planning, Public Policy & Management, University of Oregon, 2001
Professional Affiliations	*Society of Wetland Scientists,* Member since 1999 *Native Plant Society of Oregon,* Member since 1998

Professional Experience

2007 - Present	Principal / Wetland Ecologist, Coyote Creek Environmental Services, LLC
2003 - Present	Environmental Engineering Specialist / Staff Biologist, Lane County Public Works Engineering, Eugene, Oregon
2002-2004	Principal / Wetland Biologist, Waterbound Ecological Services, Eugene, Oregon
2000-2002	Biologist, Environmental Services Team, Satre Associates PC, Eugene, Oregon
1999	Biology Teaching Assistant, University of Oregon, Eugene, Oregon
1999	Natural Resource Planning Internship, Lane Council of Governments. Eugene, Oregon
1998	Wetland Field Research Assistant, University of Oregon, Eugene, Oregon

Supplemental Coursework

April 2008	Environmental Permitting for Local Governments, Corvallis, Oregon
Sept. 2007	Arid West Regional Delineation Supplemental Methodology, US Army Corps
April 2007	Wetland and Upland Prairie Restoration, Oregon Recreation and Park Association
May 2006	Wetland Assessment using Aquatic Insects, Society of Wetland Scientists
April 2006	Conservation and Stream Mitigation Banking Workshops, Mitigation and Conservation Banking Conference, Portland, Oregon
Mar. 2005	Wetland Mitigation, Construction, and Installation, Portland State University
July 2004	Wetland Hydrology Creation Workshop, Society of Wetland Scientists International Conference
Nov. 2003	Advanced Conference on the Endangered Species Act, Environmental Law Education Center
Mar. 2003	Native Plant Society of Oregon Seminar Series - Carex Species, Oregon State University
Feb. 2003	Native Plant Restoration and Management on Public Lands in the Pacific Northwest, Oregon State University
May 2002	Introduction to GPS for Wetlands Workshop, Society of Wetland Scientists
May 2002	Restoring Ecosystems: Fire Ecology, Planning and Application in Western Oregon, Cascade Center for Ecosystem Management
Jan. 2002	Successful Planting Strategies for Wetland Mitigation Projects, Oregon Division of State Lands (DSL)
May 2001	Hydric Soils Morphology and Development Workshop, Society of Wetland Scientists
Apr. 2001	Developing Goals, Objectives and Success Criteria for Wetland Compensatory Mitigation Projects, Oregon DSL
Feb. 2001	Wetland Hydrogeomorphic Assessment Methodology Workshop, Oregon DSL
Mar. 2000	Environmental Science and Law Workshop, Public Interest Environmental Law Conference
Jul. 1999	Biological Invasions in the Marine Environment, Oregon Institute of Marine Biology
Jul. 1998	Coastal Wetland Restoration, Oregon Institute of Marine Biology

Chad's education and eight years of professional experience has focused on developing expertise in wetland science and regional botany. At the University of Oregon, his coursework included classes in wetland ecology, freshwater biology (Inst. Dennis Todd), hydrology and water resources, watershed planning, watershed science & policy, issues in public lands management, systematic botany, and field botany (Inst. David Wagner). Chad makes it a point to attend conferences and workshops that discuss changing Federal/State policies and evolving scientific developments within the field of natural resources. Through his work, Chad is building a strong reputation as a professional scientist, and takes every opportunity pto expand upon his technical skills, which include the use of Global Positioning Systems (GPS), ArcView GIS, AutoCAD, Adobe Products, Microsoft Office, and other forms of graphic and document publication software.

Selected Project Experience: 2000-2007

Chad's knowledge of Local, State and Federal environmental regulations is utilized to efficiently identify project design solutions, and provide the appropriate project environmental oversight before, during, and after construction. He continually authors required environmental technical reports and permits for both small and large scale projects, as indicated by the selected experience identified below.

2008	Alder Woods PUD Natural Features Assessment Report of Findings, Eugene, Oregon
2008	Lane County Willamette Basin TMDL Implementation Plan, Lane County, Oregon
2008	Royal Meadows Rare Plant Survey, Eugene, Oregon
2007	Chilton Wetland Delineation Update Report of Findings, Eugene Oregon
2007	Mallard View Project Wetland Delineation Report of Findings, Springfield, Oregon
2007	Bob Straub Parkway Project Environmental Permits & Stormwater Planning & Site Restoration, & Compensatory Wetland Mitigation Implementation, Springfield, Oregon
2007	Lane County Phase II NPDES Stormwater Permit Monitoring Report, Lane County, Oregon
2005-2007	11 Lane County Oregon Culvert Replacement Projects: Design, Wetland Delineation, & Environmental Permits, Lane County, Oregon
2006	London Road Bridge @ M.P. 13.01 Environmental Permits, Lane County, Oregon
2006	Lowell Covered Bridge Wetland Mitigation Monitoring Report, Lane County, Oregon
2005	Row River Road Bridge @ M.P. 16.64 Wetland Delineation & Environmental Permits, Lane County, Oregon
2004	Shoestring Road @ M.P. 2.95 Wetland Delineation & Environmental Permits, Lane County, Oregon
2004	Cedar Flat Road Wetland Delineation & Environmental Permits, East of Springfield, Oregon
2003-2006	Pennyroyal Wetland Mitigation Implementation & Monitoring Reports, Marcola, Oregon
2003	Nelson Mountain Bridge@ M.P. 10.48 Wetland Delineation, Biological Assessment, Environmental Permits & Riparian Restoration Design, Walton, Oregon
2003	Shelly Project Wetland Delineation, Springfield, Oregon
2002-2003	Redtail Wetland Mitigation Monitoring, Lane County Oregon
2000-2002	City of Eugene Airport Expansion Project Rare Plant Surveys and Wetland Delineations, Eugene, Oregon
2000-2002	Springfield Utility Board (SUB) Wellfields Project--Environmental Permits, Wetland Delineation & Rare Plant Survey, Springfield, Oregon
2001-2002	Bob Artz Wetland Mitigation Monitoring Report, Springfield, Oregon
2002	Local Wetland and Riparian Inventory & Assessment for the City of Tangent, Oregon
2002	Heceta Head Scenic Viewpoint Biological Assessment & Wetland Delineation, north of Florence, Oregon
2002	Clear Lake Road—Jensen Lane to Canary Road Biological Evaluation, Wetland Delineation & Environmental Permits, Dunes City, Oregon
2002	Kitson Ridge Wetland Delineation, Oakridge, Oregon
2001	Bethel Park Rare Plant Survey, Eugene, Oregon
2000	Lower Pony Creek Watershed Assessment and Action Plan, North Bend, Oregon
2000	McKenzie River Oxbow Wetland Delineation, Springfield, Oregon

COYOTE CREEK
ECOLOGICAL SERVICES, LLC.

MICHAEL W. SHIPPEY, MLA
PRINCIPAL / LANDSCAPE ECOLOGIST

Education	Master of Landscape Arch., Landscape Ecology focus, Univ. of Oregon, 1991 Bachelor of Landscape Architecture, University of Oregon, 1989 Bachelor of Fine Arts (Visual Arts), Bio. Sciences minor, Oregon State Univ., 1976
Professional Affiliations	*Society of Wetland Scientists*, Member since 1993 *Society for Ecological Restoration*, Member since 1989 *International Association for Landscape Ecology*, Member since 1989
Professional Experience	2002 – present, Principal / Landscape Ecologist, Coyote Creek Environmental Services, Inc. 1998 - 2002, Associate / Natural Resources Manager, Satre Associates, P.C. 1991-1998, Wetland Resource Specialist, Oregon Department of Transportation 1989-1991, Wetland Field Researcher, Scientific Resources Inc.
Supplemental Coursework	September 2007, Arid West Regional Delineation Supplemental Methodology, US Army Corps April 2007, Wetland and Upland Prairie Restoration, Oregon Recreation and Park Association April 2006, Wetland and Upland Habitat Restoration Design and Implementation, Univ. of Wash. June 2004, Presenting Data and Information, Training, Edward Tufte Feb. 2003**,** Native Plant Restoration in the Willamette Valley Workshop, OSU Jan. 2002, Mitigation Planting Workshop, Oregon Division of State Lands Nov. 2001, Watershed Restoration Workshop, American Fisheries Society April 2001, Mitigation Goals, Objectives and Success Criteria Workshop, O.D.S.L. March 2001, HydroGeoMorphic Assessment Methodology Workshop, O.D.S.L. May 2000, ESA and Biological Assessments Workshop, Society of Wetland Scientists May 1997, Designing and Implementing Habitat Modifications for Salmon and Trout, O.D.O.T. May 1997, Integrating Stormwater Management & Wetlands, Society of Wetland Scientists Feb. 1997, The Hydrogeomorphic Functional Assessment Method, CTE Teleconference July 1996, Hydric Soil Geomorphology and Identification Course, OSU July 1994, Grasses, Sedges and Rushes Course, Hortus Northwest June 1994, Streambank Protection using Vegetation Workshop, Wash. Dept. of Ecology Feb. 1993, Stream Habitat Restoration: App. of Geomorphic Principles, OSU Oct. 1992, Wetland Delineation Course, 1987 Manual, Wetland Training Institute July 1992, Wetland Plant Identification Course, Salix Associates April 1992, Constructed Wetlands for Wastewater Treatment, Unified Sewerage Agency

Through the combination of interests, education and experience, Mike has developed a strong reputation for solid natural resource research, innovative environmental design solutions, thorough construction inspection and insightful post-construction monitoring. He has demonstrated the ability to deliver complex projects within the estimated timeframe, and has developed strong working relationships with a wide variety of regulatory and resource agency staff members. Additionally, Mike also provides an enthusiastic and creative approach to problem-solving, based upon knowledge of the regulations and regulatory processes, integrated with the needs of the client and responsible stewardship of the resource.

Mike consistently and successfully receives both State and Federal concurrence for his delineation projects. Mike's compensatory mitigation designs have often integrated wetland needs with other resource needs, such as threatened and endangered plant population conservation zones and fish habitat mitigation. Mike has participated in many major projects of local and statewide importance, such as providing delineation services for over 600 acres in the West Eugene area; providing delineation, rare plant survey and permitting services for expansion of the second largest airport in the state; providing delineation and compensatory design services for widening of 15 miles of Interstate 5 for the Oregon Department of Transportation; providing compensatory design services for realignment of 7 miles of State Highway 20, which integrated coastal salmon habitat needs with wetland mitigation requirements; and providing design and documentation for a 286 acre estuarine wetland mitigation bank. A mitigation site for which Mike provided design guidance has recently been identified as the richest resource in the Willamette Valley for dragonfly and damselfly observations.

In addition, Mike has co-authored the *Guide to Wetland Issues for Transportation Designers* for the American Association of State Highway and Transportation Officials. This publication was issued in September 1996 and has been distributed nationally, receiving very strong praise from a varied audience. Mike is currently working on a private wetland mitigation development at his 47 acre farm in the Coyote Creek basin southwest of Eugene and has recently celebrated 5 years of his own business enterprise, Coyote Creek Environmental Services, Inc.

Wetland Determinations, Delineations and Documentation of Findings

Mike has received formal training in all aspects of wetland delineation, including intensive delineation training utilizing the 1987 Corps of Engineers Manual; wetland plant identification and hydric soil geomorphology (please see resume for additional professional coursework.) In his 15+ years conducting and providing consulting oversight for wetland delineations, Mike has established a very high rate of success for receiving state and federal concurrence on his inventory work.

Each of the projects listed below required a complete technical report (Wetland Determination, Wetland Delineation), either for inclusion within required National Environmental Policy Act documents (Environmental Assessments or Environmental Impact Statements), or as supporting documents for various regulatory permit applications. The following list is a sample of the many projects Mike has personally delineated or supervised:

Project Name	County	Study Area (Acres)
1135 Amazon Floodplain Restoration	Lane	170
Amazon Creek (2 parcels)	Lane	5
Bear Creek Restoration	Columbia	2
Canary Road	Lane	1 mile
Cherry Hill Estates	Lane	3
Coburg Local Wetland Inventory	Lane	770
Cottage Court Subdivision	Lane	6
Coyote Creek Wetland Mitigation Site	Lane	47
Cramer Residence	Lane	20
Delta Ponds Enhancement Projects	Lane	90
Diamond Ridge Subdivision	Lane	260
Dragonfly Bend Habitat Enhancement Proj.	Lane	7
Eugene Airport Expansion	Lane	335
Fern Ridge Bikepath (3 parcels)	Lane	15
Gibeau Residence	Lane	2
Gilham Parent Council	Lane	5
Greenhill Road @ Barger Drive	Lane	7
Halsey - Lane Co. Line	Linn	12.5 miles
Hwy 238 - Jackson Street	Jackson	10 miles
Legacy Estates Subdivision	Lane	18
Lorane Highway Bridge Replacement	Lane	1.0
Mel's Marina Redevelopment	Lane	6
MP 7 / Florence – Eugene Highway	Lane	1
North Jefferson - North Albany	Linn	5 miles
Oaklea Developments, Inc.	Lane	264
Oregon Coast Highway @ 131st	Lincoln	2
Oregon Lox Redevelopment	Lane	2
Pacific Mushrooms Expansion	Lane	6
Parsons Creek Substation (EPUD)	Lane	10
PeaceHealth Riverbend Hospital	Lane	55
Pleasant Valley - Greentimber	Tillamook	1 mile
Royal Avenue TGM Project	Lane	220
Royal Meadows	Lane	28
Silverton Rd - State St	Marion	5 miles
Siuslaw River Road Bridge	Lane	5
Slaven Estates	Lane	4
Spencer Creek Bridge	Lincoln	10
Springfield Quarry	Lane	10
Stone Forest Industries	Lane	55
Tangent Local Wetland Inventory	Lane	2200
W11th - Garfield (Phase 1)	Lane	1.5 miles
W11th Heated Storage	Lane	10
W11th - NCL (Phase 1) (Eugene Beltline Mitigation Site)	Lane	47
Whitewater Estates	Lane	12

Wetland and Stream Restoration Design and Project Permitting

With his background in Landscape Architecture and Biology, Mike brings to a mitigation design project a depth of understanding of landscape processes and habitat specifics. Mike has developed a strong reputation as an environmental designer, integrating multiple needs and constraints to optimize the functioning of mitigation designs. Additionally, Mike has extensive experience in developing Joint Permit Applications for removal / fill projects, and has established a good working relationship with his regulatory and review agency peers.

The following is a sample list of mitigation design projects Mike has successfully conducted, many of which also required permits.

Project	County	Site Size (acres)
Amazon Creek Widening Project	Lane	10
Bear Creek Channel Restoration	Columbia	0.25
Bob Artz Park	Lane	1
Chrome Plant - Cedar Pt	Coos	25+
Cox Cr. and W. Cox Cr. Br.	Linn	4
Coyote Creek Mitigation Site	Lane	38
Diamond Ridge Subdivision	Lane	25
Dragonfly Bend Habitat Enhancement Proj.	Lane	7
E. Courtney Cr. Bridge	Linn	2
Eddyville - Cline Hill	Lincoln	8
Eugene Airport Expansion Projects	Lane	90
Greensprings – Midland Project	Klamath	18
Greenwood Dr - Vida	Lane	18
Legacy Estates Subdivision	Lane	18
Linn Co. - McKenzie River	Lane	0.5
Martinsen Mitigation Bank	Lane	46
Noti - Veneta	Lane	5
Oaklea Dr. - Jct 58	Lane	0.5
Olalla Cr - Hoover Hill Rd	Douglas	8+
Or. Coast Hwy @ Sandlake Rd	Tillamook	1
Parsons Creek Substation (EPUD)	Lane	10
Pleasant Valley - Greentimber	Tillamook	2
Salt Cr Falls - Klamath Co	Lane	15
Shadowridge Subdivision	Lane	4
Silverton Rd - State St	Marion	6
Siskiyou Rest Area	Jackson	12
Slaven Estates	Lane	4
Spoon Cr. Bridge	Linn	3
SPTC - Silverton Rd	Marion	4
St. Vincent de Paul	Lane	1
State St - N. Santiam Hwy	Marion	6
Walnut Blvd Extension	Benton	6
W11th Heated Storage	Lane	10
W11th - NCL	Lane	47
Whitewater Estates	Lane	12
Wilbur Island Mitigation Bank Project	Lane	280

Construction Inspection

Mike has been in the unique position of providing environmental advice on many major construction projects. This has allowed him to follow projects for which he conducted the delineation and mitigation planning, and ensure that the mitigation sites were developed according to the letter and intent of permit conditions.

The following is a sample list of projects for which Mike provided construction monitoring and inspection.

Project Name	County	Study Area (acres)
Amazon Creek Enhancement / City of Eugene	Lane	2.0
Ash Meadows / St. Vincent de Paul	Lane	1.5
Bear Creek Channel Restoration / City of Vernonia	Columbia	0.25
Bob Artz Park / Willamalane Parks & Rec.	Lane	1
Cox Cr. and W. Cox Cr. Br. / ODOT	Linn	4

E. Courtney Cr. Bridge / OFOT	Linn	2
Greensprings – Midland / ODOT	Klamath	18
Halsey - Lane Co. Line / ODOT	Linn	12.5 miles
Joseph St. - Stayton City Limits / ODOT	Marion	18
Legacy Estates / David Corey	Lane	18
Linn Co. - McKenzie River / ODOT	Lane	0.5
Martinson Mitigation Bank	Lane	46
Noti – Veneta / ODOT	Lane	5
Olalla Cr - Hoover Hill Rd / ODOT	Douglas	8+
Or. Coast Hwy @ Sandlake Rd / ODOT	Tillamook	1
Parsons Creek Fish Screen / EPUD	Lane	0.25
Peninsula Road Culvert / Lane County DPW	Lane	0.25
Pleasant Valley – Greentimber / ODOT	Tillamook	2
Salt Cr Falls - Klamath Co / ODOT	Lane	15
Shadowridge Subdivision	Lane	4
Silverton Rd - State St / ODOT	Marion	6
Spoon Cr. Bridge / ODOT	Linn	3
SPTC - Silverton Rd / ODOT	Marion	4
W11th Heated Storage	Lane	10
Woahink Creek Culvert / Lane County DPW	Lane	0.25

Post-construction Monitoring

Mike has conducted post-construction monitoring for many of the previously-listed projects and others. This has involved designing the appropriate monitoring strategies which would measure the characteristics of each particular mitigation site and inform the determination of success, as specified in the state and federal permits. Mike is familiar with a variety of monitoring protocols, has participated in interagency working groups focused on the issue of mitigation success, and has made presentations on Wetland Mitigation Design and Success Criteria.

Habitat Characterization, Sequential Rare Plant Surveys and Natural Features Assessments

Based upon Mike's education in Landscape Architecture, Landscape Ecology and Biology, supplemented with training in various landscape assessment methodologies, Mike is fully able to characterize and assess functions and values of a wide variety of habitat types. These include wetland areas, riparian areas, upland areas and disturbed / agricultural / urbanizing areas. Mike has received formal training in the identification of a wide range of native plants.

The following list is a sample of projects for which Mike has performed Habitat Characterization, Sequential Rare Plant Surveys and Natural Features Assessments (per City of Eugene regulations):

Project Name	HC / RPS / NFA	Study Area (acres)	Dates
1135 Amazon FloodPlain Project	HC / RPS	75	2000
3rd – 4th Avenue Connector	HC / RPS	10	2003
43RD & Donald Drainage Improvements	HC / RPS	1	2006
A-1 Channel Realignment	HC / RPS	10	2004
Airport Road Realignment	HC / RPS	25	2004
Candlelight Park Project	HC / RPS	15	2004
Chad Drive Extension Project	HC / RPS	5	2004 -2006
Coyote Creek Wetland Mitigation Site	HC / RPS	47	1999
Crest View Estates	HC / RPS / NFA	8	2004 – 2006
Deerbrook Subdivision	HC / RPS / NFA	35	2006
Dragonfly Bend Project	HC / RPS	70	2003
Eugene Airport Expansion	HC / RPS	350	1999 – 2002
Eugene Self-Storage	HC / RPS	10	2005-2006
Fern Ridge Bikepath (3 parcels)	HC / RPS	15	1999 – 2000
Greenhill Channel Relocation	HC / RPS	10	2003
Laurel Hill Reservoirs Project	HC / RPS	8	2002
PeaceHealth / Riverbend Project	HC / RPS	160	2002
Pioneer Parkway Expansion	HC / RPS	10	2002 – 2003
Royal Avenue TGM Nodal Project	HC / RPS	220	2000
Royal Meadows	HC / NFA	28	2006
Springbrook Estates	HC / NFA	8	2006
Wildcreek Woods Subdivision	HC / NFA	4	2007

Fish-Culvert Replacement Monitoring

Based upon Mike's education and supplemental training regarding fish passage and salmonid life cycle requirements, Mike has conducted construction monitoring on several culvert replacement projects. This work typically involves on-site inspection of the work in progress, paying particular attention to issues of erosion control, sedimentation stabilization, isolation of instream work areas, measures to ensure protection of sensitive and endangered fish species. The following table displays a list of these projects.

Project Name	County	Dates
Clear Lake Road Project	Lane	2001
Hills Creek Road Project	Lane	2001
Peninsula Road Project	Lane	2001

References For Michael W. Shippey:

William Fletcher, Water Quality Manager
Oregon Department of Transportation
Salem, Oregon 97310
(503) 986-3509

Scott Goebel
Goebel Engineering and Surveying
310 Garfield Avenue, Suite #30
Eugene, Oregon 97402
(541) 687-0542

Alan Wells
Commercial Associates Real Estate Services
202 NW Sixth Street
Corvallis, Oregon 97330

SPRINGFIELD HEARINGS OFFICIAL
REQUEST FOR A DETERMINATION OF A GREENWAY SETBACK LINE PER SECTION 25.060 OF THE SPRINGFIELD DEVELOPMENT CODE

Application Summary

Phil L. Marvin requests the establishment of the Greenway Setback Line (Setback) within the Willamette Greenway Overlay District on tax lot 100, assessor's map 17–03–34–41.

Application History

Hearing Date:	August 10, 2005 (Record Held Open Until August 31, 2005)
Decision Date:	September 26, 2005
Appeal Deadline:	October 17, 2005 Oregon Land Use Board of Appeals

Statement of Criteria and Standards

Section 1.030(2) Springfield Development Code
Section 25.060 Springfield Development Code
Eugene–Springfield Metropolitan Area General Plan (Metro Plan)
Glenwood Refinement Plan
Willamalane Park and Recreation District 20–Year Comprehensive Plan (2004)
TransPlan (Eugene–Springfield Transportation Plan)

Facts Relied Upon (Findings)

1. The applicant, Phil L. Marvin, requests the establishment of the Greenway Setback Line (Setback) within the Willamette Greenway Overlay District on tax lot 100, assessor's map 17–03–34–41. This property, hereinafter referred to as the "subject property, " is located immediately downstream from the Glenwood–Springfield bridge, outside the Springfield City limits and within the urban growth boundary (UGB). The subject property is subject to the Willamette Greenway Overlay zone that establishes a "temporary setback" of 150 feet. The subject property is about 7 acres in size and is triangular in shape. It is vacant and the applicant has not identified a future use for the property.

   The subject property has had a long history of use in agriculture, being used as an orchard as early as 1936. By 1944, most of the subject property's riparian vegetation had been removed and a more active row cropping was evident. By 1968, the orchard was eliminated, and the site was primarily in a meadow/ leveled and disturbed condition, with a redeveloping riparian ribbon. The 1973 and 1979 aerials show the site as an abandoned meadow, with small trees becoming evident in the meadow area, as well as Armenian blackberry. The 1990 and 2000 aerial photographs show the parcel as vacant, with large patches of blackberry, scattered trees and numerous trails present in the meadow area, and the riparian ribbon displaying more trees, specifically along the bank and top of bank on the river.

2. In August of 2005, the riparian vegetation along the riverbank of the subject property was marked.[1] Beginning at the northwest corner of the subject property, a flag was placed every 50 feet along the subject property' s perimeter along the river, with a flag being placed either at the edge of the riparian vegetative canopy or at 10 feet from the top of the riverbank, whichever distance was set back farther from the riverbank. The riparian vegetative canopy was found to vary from one to 26 feet back from the river bank, with eight of the 17 flags being placed greater than 10 feet back from the riverbank. Only three flags were farther than 20 feet from the riverbank.

3. Several functional and refinement plans of the Metro Plan reference a bike path along the south bank of the Willamette River, across the subject property. TransPlan (July 2002) identifies the path as South Bank Trail (A), running from I–5 to the Springfield Bridge, and lists it as Project 851. Project 851 is listed as a Future Bikeway Project, one that is not planned for construction during the 20–year planning period. Transportation System Improvement Bicycle Policy #1 supports construction of multiple–use bicycle/pedestrian paths along the Willamette River within the Willamette River Greenway.

   The Glenwood Refinement Plan (November 1999) (Pg 53) notes that the bike path is a continuation of the South Bank Trail and that it is a conceptual alignment. Transportation Policy 4.5 acknowledges that bicycle path access easements along the river would have to be acquired by purchase or donation and that the bicycle paths must be designed and constructed to ensure the public's safety and the protection of private property.

   The Willamalane Park & Recreation District's 20–Year Comprehensive Plan serves as the City of Springfield's recreational master plan. Chapter 4 Strategies and Actions Map 3 shows the South Bank Trail as a proposed off–street bike path and Table 4 (Item 4.15) identifies the bike path as TransPlan Project 851.

Decision

IN REGARD TO JOURNAL NUMBER SHR 2005–00004, THE SPRINGFIELD HEARINGS OFFICIAL CONCLUDES THAT THE LOCATION OF THE GREENWAY SETBACK ON TAX LOT 100, ASSESSOR'S MAP 17–03–34–41, SHALL BE THE EXISTING RIPARIAN VEGETATION LINE, AS DETERMINED BY THE SURVEY CONDUCTED BY COYOTE CREEK ENVIRONMENTAL SERVICES, INC.

THE LOCATION OF THE GREENWAY SETBACK LINE SHALL BE SURVEYED AND MOUNTED AND THE SURVEY SHALL BE FILED WITH THE CITY OF SPRINGFIELD.

Not a part of this decision, but as notice to all parties, Section 25.070 of the SDC requires that development within the Willamette River Greenway Overlay Zone be subject to the discretionary use permit criterion of Section 10.030 of the SDC and to the application of Section 25.060 of the SDC. Other approval criterion may also be applicable at the time that a permit for development is submitted.

[1] August 19, 2005 letter from Michael W. Shippey, Coyote Creek Environmental Services, Inc. to Dan Terrell, regarding the flagging of the riparian zone on tax lot 100.

Justification for the Decision (Conclusion)

The subject property currently is regulated by the Greenway Overlay District, which applies to all land within 150 feet from the ordinary low water line of the Willamette River. This overlay district allows the uses permitted in the underlying zoning district except for that portion of the overlay zone subject to a Greenway Setback Line. Any request for land within the overlay district but without a setback line must be accompanied by an application for the establishment of a setback line.

Section 25.060 of the SDC provides that the Greenway Overlay District shall substitute temporarily as the Greenway Setback Line where there is no established Setback Line. This section of the Code further provides that the Setback Line may be established without an accompanying request for development approval and requires that a setback determination must be consistent with eight criterion derived from Section C.3 of the Willamette River Greenway Goal.

The City argues that the policies of the Glenwood Refinement Plan (GRP) must also be applied to the setback determination and points to guidelines on pages 37 and 38 of the GRP that suggest that structures (new or expanded) be set back between 25 and 35 feet from the top of the riverbank, unless floodway boundaries require a greater separation. The explicit intent of these guidelines is to protect the riparian area, to allow adequate space for uses that are not water–related or water–dependent, and to allow enough space for the construction of a riverfront bike path. Staff has noted that a 25–foot easement is necessary to support a bike path and related support structures (light poles, paving, shoulders).

Section 25.060 provides several standards against which a requested interpretation must be reviewed. These standards are as follows:

(1) ***Local, regional and state recreational needs shall be provided for consistent with the carrying capacity of the land. The possibility that public recreation use might disturb adjacent property shall be considered and minimized to the greatest extent possible.***

The need for a recreational, off–street bike path along the river bank through the subject property has been documented by TransPlan, the Glenwood Refinement Plan and the Willamalane 20–year Comprehensive Plan. The Glenwood Refinement Plan suggests that, at a minimum, a 25–foot setback from the top of the river bank be maintained to allow for a bike/pedestrian access.

One must conclude that there has been a strong and consistent statement of policy regarding the need for a bicycle/pedestrian path along the south side of the Willamette River through Glenwood. The Glenwood Refinement Plan acknowledges that the design for such a path must address public safety concerns and private property rights.

The applicant questions whether a bicycle path could legally be considered as a "water–dependent" or "water–related" use. If not, then the bicycle path could not be constructed within the setback area that was sized to accommodate it!

On its face, this argument appears to have some merit as it reflects various policy concerns regarding transportation facilities being located within the Willamette River Greenway setback. For instance, "water–related" uses are defined by the Statewide Planning Goals as:

> *"Uses which are not directly dependent upon access to a water body, but which provide goods or services that are directly associated with water–dependent land*

or waterway use, and which, if not located adjacent to water, would result in a public loss of quality in the goods or services offered. Except as necessary for water–dependent or water–related uses or facilities, residences, parking lots, spoil and dump sites, roads and highways, ...are not generally considered dependent on or related to water location needs."(Emphasis mine)

Also pertinent is Willamette River Greenway, River Corridors, and Waterway Element Policy #13 of the Metro Plan (Page II–D–5) which notes that an exception to the Statewide Planning Goals is required for non–water dependent transportation facilities that require the placement of fill within the Willamette River Greenway setback.

TransPlan lists the proposed bike path (Project 851) as a multi–use facility, one that presumably has greater recreational value for bikers and pedestrians than transportation importance since TransPlan and the Glenwood Refinement Plan both call for on–street bike paths along Franklin Boulevard. I believe that a credible argument can be made that a bike path within the Greenway setback is a water–related use since it would provide visual access to the river.

The above–discussion, however, is not directly related to the criterion, which demands a comparison of the recreational needs of the public with the carrying capacity of the land. The carrying capacity of the subject property for recreational uses is currently at its maximum, whatever that might be, since it is vacant. The establishment of the Greenway setback will not change that status and therefore has very little practical effect on the ability of the subject property to satisfy the recreational needs of the community. In actuality, the best time to address the carrying capacity analysis is at the time that development is proposed.

(2) ***Adequate public access to the river shall be provided.***

There is nothing in the record that suggests that the subject property contains any unique public access resources for the public and public access is not currently accommodated. However, the various comprehensive plan provisions for a bike path in Glenwood along the southern bank of the Willamette River suggest that there is a general need for visual access to the river.

(3) ***Significant fish and wildlife habitats shall be protected.***

The Glenwood Refinement Plan (Pg. 39) acknowledges that there are no significant fish or wildlife habitat areas identified within the Glenwood portion of the Willamette River Greenway.

(4) ***Identified scenic qualities and view-points shall be preserved.***

The Glenwood Refinement Plan (Pg. 39) notes that there are no identified scenic qualities or viewpoints within the Glenwood portion of the Willamette River Greenway.

(5) ***The maintenance of public safety and protection of public and private property, especially from vandalism and trespass shall be provided for to the maximum extent practicable.***

The present application does not appear to be applicable to this criterion.

(6) ***The natural vegetative fringe along the river shall be enhanced and protected to the maximum extent practicable.***

The detailed mapping done of the vegetative fringe along the river–side portion of the subject property identifies the boundaries of the riparian area. The mapping identifies eight areas where the riparian vegetation extends 10 or more feet back from the river bank. While City staff expressed surprise at the results of this mapping project, they did not challenge the determination.

The applicant points out that if the design needs of a bicycle path are correctly identified (i.e, a 25–foot wide easement for lighting, paving, and shoulders) then a setback area established to allow the bicycle path would result in the obliteration of all but a small portion of the existing riparian vegetation.

(7) ***The location of known aggregate deposits shall be considered. Aggregate extraction may be permitted outside the Greenway Setback Area subject to compliance with State law, the underlying district and conditions of approval designed to minimize adverse effects on water quality, fish and wildlife, vegetation, bank stabilization, stream flow, visual quality, quiet and safety and to guarantee reclamation.***

The Glenwood Refinement Plan (Pg. 39) notes that aggregate extraction is not anticipated in the area subject to its jurisdiction.

(8) ***Developments shall be directed away from the river to the greatest possible degree; provided, however, lands committed to urban uses shall be permitted to continue as urban uses, including port, public, industrial, commercial and residential uses, uses pertaining to navigational requirements, water and land access needs and related facilities.***

There is no development proposed with this application and therefore this criterion is not presently applicable. However, within the Greenway Overlay District, any change or intensification of use, or construction that has a significant visual impact must obtain Discretionary Use Approval (Section 10.030), even if a greenway setback line has been established. Section 25.070 requires that applications in the Greenway Overlay District also meet the standards of Section 25.060.

An analysis of the above–listed criteria supports a conclusion that only one criterion appears to be directly related to the current circumstances of the subject property. That is Section 25.060(6), which requires that the natural vegetative fringe along the river be protected and enhanced to the maximum extent possible. This resource has been inventoried and mapped on the subject property and the only available tool to "protect and enhance" it is through the location of the Greenway Setback Line.

In the context of this application, and without meaning to evoke Section 25.060(3), the plans for a bike path in Glenwood along the southern bank of the Willamette River are somewhat of a red herring. Clearly there is a public need for the bike path but it is also recognized that the location of the path may, in some cases, vary from the conceptual design. The most important point, and one raised by the applicant, is that it would be very difficult for the City to construct the proposed bike path in a manner suggested that was consistent with the retention of riparian vegetation as mandated by Section 25.060(6).

The best time to provide for the bike path is when development is proposed for the subject property. Section 25.060(8) makes it clear that a discretionary use permit will be required for any development within the 150–foot Willamette Greenway Overlay Zone. In this regard, Section 10.030(1) of the SDC requires that proposed uses conform to the Metro Plan and to applicable refinement plans. Further, Section 10.030(2)(b) of the SDC requires that adequate and safe pedestrian and bicycle circulation be provided. Section 25.060(8) also notes that the standards of Section 25.060 will also be applied at the time that development is proposed to occur within the Overlay Zone. These review standards must be applied regardless of whether a Greenway setback has already been established.

Respectfully Submitted,

Gary Darnielle
Springfield Hearing Official

BEFORE THE PLANNING COMMISSION
OF THE
CITY OF SPRINGFIELD, OREGON

REQUEST FOR WILLAMETTE	**+**	**CASE NO. TYP312-00003**
GREENWAY SETBACK	**+**	**FINDINGS, CONCLUSIONS,**
DETERMINATION, WITHOUT	**+**	**AND RECOMMENDATION**
DEVELOPMENT	**+**	

NATURE OF THE APPLICATION

Establish the Willamette Greenway Setback for Assessor's Map 17-03-34-44, Tax Lot 301, municipally addressed as 4531 Franklin Boulevard.

1. On September 7, 2012 the following application for a Willamette Greenway Setback Determination was accepted and deemed complete**:** Establish the Willamette Greenway Setback, without development, for an existing mobile home park in Glenwood comprising approximately 10.85 acres, Case Number TYP312-00003, Nick Klingensmith, Law Office of Bill Kloos, applicant.

2. The application was submitted in accordance with Section 5.4-105 of the Springfield Development Code. Timely and sufficient notice of the public hearing, pursuant to Section 5.2-115 of the Springfield Development Code, has been provided.

3. On November 6, 2012 a public hearing on the zone change request was held. The Development and Public Works Department staff notes including criteria of approval, findings and recommendations, together with the testimony and submittals of the persons testifying at that hearing have been considered and are part of the record of this proceeding.

CONCLUSION

On the basis of this record, the requested Willamette Greenway Setback application is consistent with the criteria of Section 5.22-115 of the Springfield Development Code. This general finding is supported by the specific findings of fact and conclusions in the attached staff report (Exhibit A) and attached hereto.

ORDER

It is ORDERED by the Planning Commission of Springfield that Case Number TYP312-00003, Willamette Greenway Setback Determination, be approved. This ORDER was presented to and approved by the Planning Commission on November 6, 2012.

_____
Planning Commission Chairperson

ATTEST
AYES:
NOES:
ABSENT:
ABSTAIN:

Wildish Land Co. Natural Resources Inventory: Historic and Current Conditions

Wildish Properties in Springfield (Glenwood), OR

Mapnumber 18030220
Lots 2800, 3000, 3100, 3200, 3300
Mapnumber 18030232
Lot 3800

Prepared for:
Wildish Land Co.
3600 Wildish Lane,
Eugene, OR 97408
Attn: Randy Hledik

Prepared by:
Brian Meiering
23 December 2013

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SUMMARY OF FINDINGS

PROJECT NAME:
Natural Wildish Land Co. Natural Resources Inventory:
Historic and Current Conditions

PROJECT NUMBER
1363

LANDOWNERS
Wildish Land Company/ Eugene Allen Corporation (Wildish Land Co.)

LOCATION
Lots are located between Franklin Blvd. and the Willamette River in Glenwood, Oregon.

MAP & TAXLOT INFORMATION (Study Area)
Mapnumber 18030220: Lots 2800, 3000, 3100, 3200, 3300
Mapnumber 18030232: Lot 3800

ACREAGE
The six lots which make up the Study Area encompass approximately 46 acres cumulatively. The approximate acreages of the individual lots are listed below.

Lot 2800	5.965 ac
Lot 3000	0.160 ac
Lot 3100	4.945 ac
Lot 3200	23.72 ac
Lot 3300	1.130 ac
Lot 3800	10.04 ac

ZONING

Lot 2800	Zone GO	General Office
Lot 3000	Zone LMI	Light Medium Industrial
Lot 3100	Zone LMI	Light Medium Industrial
Lot 3200	Zone LMI	Light Medium Industrial
Lot 3300	Zone LMI	Light Medium Industrial
Lot 3800	Zone LMI	Light Medium Industrial

AUTHOR(S)/FIELD INVESTIGATOR(S)

Brian Meiering (Schirmer Satre Group) performed office research and field visits to produce this report.

DATES OF FIELD VISITS

Lots were visited on November 27th, December 4th, December 9th and December 23rd of 2013.

HISTORIC CONDITIONS

The study area appears to have a mixed history of agriculture, industrial and non-use. Lots 3200, 3100, 3800, 3300 and 3000 appear to have been heavily impacted by industrial activities while lot 2800 appears to have been cleared but not used as extensively from an industrial standpoint.

EXISTING CONDITIONS

Lots currently face similar conditions of industrial and non-use. The Willamette River flow is pronounced and flow is steady to turbulent at normal high flows. There are no significant tail-outs, backwaters or other features along the waters edge which maintain or promote stagnant flow.

RELEVANT FINDINGS

The most significant functional natural resource features within the lots are narrow strips of riparian vegetation. Current records obtained from Oregon Biodiversity Information Center (ORBIC) show no rare species known on the lots of interest, with the exception of fish species within the Willamette River.

Within lots 3200 and 3800 this functionality is reduced by the earth moving associated with industrial operations (fill causing steep alluvial banks)

Lot 2800 appears to be the least impacted (in relation to the lots evaluated) in terms of natural conditions and historic use; this lot has been progressively cleared and filled with imported soil to near the top of bank, and is currently dominated by weedy species of forbs. A narrow bench of riparian vegetation (dominated by cottonwoods) buffers the Willamette River to the top of bank. This lot is isolated between two mobile home parks, wire fencing and Franklin Boulevard which suggests limited connectivity/access for terrestrial wildlife.

Lots 3000, 3100, 3300 and 3800 present highly altered natural resources both historically and currently. Mineral extraction and subsequent backfill have altered soils within more than 80% of the un-built site (pers. obs). The southern terminus of lot 3800 is dissected by a gravel haul/access road and constrained by a railroad grade on the west and the top of bank of the Willamette River on the east. These lots, where they border the Willamette River, have a very narrow riparian edge dominated by cottonwood and willow species. Uplands are dominated by dense weedy grass species, douglas-fir and bigleaf maple. Only one area within these lots appears to have native or native-like soils. This area is less than half an acre just north of the bottleneck of lot 3800 and west of the gravel access road.

These lots are contiguous and have direct connectivity to parks and open space south of lot 3800; this connectivity is likely negated by habitat types present west of the narrow riparian corridor. There is currently no known rare terrestrial species which the State of Oregon has documented using the area west of lot 3800.

1. INTRODUCTION

This report attempts to document existing natural resource conditions based on current and historic information available from several sources. This report is expected to have sufficient information related to the above criteria to help determine the extent of Willamette Greenway setbacks on the following applicable properties: map number 18030220; lots 2800, 3000, 3100, 3200, 3300 and map number 18030232; lot 3800. These lots make up the "Study Area".
The purpose of this report is to document information on six lots located in Springfield (Glenwood), Oregon for Wildish Land Company in order to address specific criteria set out in the City of Springfield Development Code (SDC), Section 3.3-325.

(C) Significant fish and wildlife habitats shall be protected.

(D) Identified scenic qualities and view-points shall be preserved.

(F) The natural vegetative fringe along the river shall be enhanced and protected to the maximum extent practicable.

(G) The location of known aggregate deposits shall be considered. Aggregate extraction may be permitted outside the Greenway Setback Area subject to compliance with State law, the underlying zoning district and conditions of approval designed to minimize adverse effects on water quality, fish and wildlife, vegetation, bank stabilization, stream flow, visual quality, quiet and safety and to guarantee reclamation.

The format and information obtained within this report are designed to be consistent with previous reports in this area which were produced for the same purpose. In this regard, Coyote Creek Environmental Services, LLC (is credited with providing the baseline format which was used to produce this report.

2. METHODOLOGY

2.1. Information Sources

Schirmer Satre Group obtained current and historic data in order to best analyze the significance, qualities and extent referenced in the above SDC criteria. Primary sources included: Post-Emergence Behavior of Hatchling Western Pond Turtles (Rosenburg, D.K and Swift, R., 2010), Wildlife-Habitat Relationships in Oregon and Washington (Johnson & O'Neil, 2001), Rare, Threatened and Endangered Species of Oregon (ORBIC, 2013), Flora of the Pacific Northwest (Hitchcock and Cronquist, 11th ed. 1998), Wetland
Plants of Oregon and Washington (Guard, 1995), Field Guide to Sedges of the Pacific Northwest (Wilson et al.), A Field Guide to the Common Wetland Plants of Western Washington and Northwestern Oregon (Cooke, 1997). The Oregon Biodiversity Information Center provided information for rare species within a two mile radius of the taxlots of interest. Data related to soils, taxlots, wetlands,

topography and aerial photography were obtained to refine current and historical conditions. Please see reference section (5) of this document for more details.

2.2. Field Methodology

A base map was produced for fieldwork which contained the Study Area lots, soils, 2012 aerial overlay and topography produced from LiDAR data (DOGAMI, 2008). A GPS (Garmin® GPSMAP 62) was loaded with lot boundaries and used to estimate lot boundaries in the field to within 20 feet. A slope and aspect map was also brought into the field to address specific habitat features which may provide habitat for Western pond turtle (*Actinemys marmorata*). Several site visits were made between November 27th and late December, 2013. The entireties (un-built) of all lots were walked to establish boundaries and allocate different habitat types. A soil probe was used to assess general soil type along three transects of each un-built lot. Maps were annotated based on location of fill material versus the soil type mapped by the Natural Resource Conservation Service (NRCS, 2013). Notes on vegetation, recent disturbance, top of bank and other relevant features were recorded as map annotations. Vegetation was considered riparian to the extent that >50% of the species of shrubs, trees and herbaceous plants along any given linear transect paralleling the rivers edge are listed by the Army Corps of Engineers as being Facultative or wetter (Lichvar, 2013). This method is a modified version from that used for wetland delineation purposes and, within this specific Study Area, is considered sufficient to capture an accurate extent of riparian vegetation. Note that this method is not likely to succeed in areas where known riparian vegetation doesn't have facultative or wetter status. Photographs were taken throughout the Study Area to document current conditions (Appendix 2). The extent of riparian vegetation was marked with pin flagging and recorded using the aforementioned GPS unit. Data from the GPS were downloaded, quality checked and transferred to ArcGIS format for mapping (Figure 7).

2.3. Cartography/ GIS Analysis

Maps were made at varying scales to document current and historic conditions (Appendix 1). Aerial photos were obtained from 1955-2012 to show any changes which have occurred and provide a reference of why each lot maintains a specific character. Background/jurisdictional maps were overlaid to reference what data others have produced related to the site. Topography was produced in ArcGIS using LiDAR data (DOGAMI, 2008). LiDAR data was used to and to refine GPS data collected related to Figure 8.

2.4. Data Requests

Informal and formal data requests were made to obtain the most current data for the Study Area. Data from ORBIC was obtained on December 4th, 2013 documenting 18 records of rare species (including plants, fungi, etc) within 2 miles of the Study Area (each record contained 1-many occurrence). Only two species have been documented as occurring within the Study Area. *Oncorhynchus tshawytscha* (Chinook salmon Upper Willamette River ESU, spring run) and *Salvelinus confluentus* (Bull trout, Willamette SMU). *Oregonichthys crameri* (Oregon chub) is known to occur within two miles of the site but there are no known records within the reach of the Willamette River adjacent the Study Area. Data use agreements

prohibit the redistribution of this data, therefore it is not provided here. To obtain the dataset from ORBIC reference "H-120413-LKW3" to lindsey.wise@pdx.edu.
Other data requests were automated, including but not limited to, United States Fish and Wildlife Service (USFWS) and National Marine Fisheries Service (NMFS) County level species list requests (Listing under Endangered Species Act).

3. STUDY AREA INFORMATION

3.1. Landscape Setting and Land Use

Six lots make up the Study Area totaling approximately 46 acres in Springfield (Glenwood) Oregon. The lots comprising the Study Area are: map number 18030220, Lots 2800, 3000, 3100, 3200, 3300 and map number 18030232, Lot 3800. The Study Area is entirely within the Springfield City Limits, although the southern portion of lot 3800 and all of lot 2800 have not been annexed to the City. The Study Area is zoned "Employment M.U (Glenwood)".
Surrounding land uses include mobile residences, industrial, parks & open space and transportation (railway and road). The two smallest lots, 3300 and 3000 are greater than 150 feet from the current edge of riparian vegetation and ordinary low water line, and are therefore outside of the Greenway district entirely.
All lots within the Study Area which are generally flat to generally sloping with steep river banks (where applicable). Lots 3100, 3200 and 3800 have banks steepened by historic industrial removal and fill activities associated with mineral extraction and earth moving activities. Banks along lot 2800 appear to be formed by largely natural processes, evident by a narrow lower bench of riparian/wetland vegetation which is persistent and seasonally inundated during normal high flow events. Significant rip-rap was not evident along these lots.

3.2. Hydrology

Hydrology within the Study Area comes from direct precipitation and runoff from surrounding uses (primarily to the west along Franklin Blvd.). Flood and ordinary high water provide hydrology abutting the Willamette River and likely flood the gravel haul road at the southern terminus of lot 3800. Figure 4A-1 shows a mapped wetland (WR-7) near the southwest corner of lot 3800 which drains towards the Study Area. It is assumed that this feature drains to the Willamette River after being culverted under the railroad grade, paralleling lot 3800 via a small ditch, and merging offsite with a slough south of the Study Area.

Several small depressions are located within lot 3200 and 2800 which maintained ponded water during the site visits. These areas seemed to be compacted fill material and maintained less than four inches of water. A series of narrow ditches within fill material drain the ponded areas in lot 3200 to the south (through lot 3800). A narrow ditch bisects lot 3200 and appears to have been created in fill material to allow minor drainage to the Willamette River. Wetland determinations were not within the scope of this study, although it was deemed necessary to address the habitat quality of these features.

3.3. Soils

The Soils within the Study Area were similar to those mapped by the NRCS (NRCS, 2013) when they were not impacted by extensive fills. Figure 3 shows the extent of all NRCS mapped soil types. Most soils within the Study Area are described as Well Drained or Excessively Drained by NRCS. Table 1 below shows some of the NRCS assigned values which are assigned to each soil type and the acreage of that soil type within the Study Area.

Table 1

Soil Map Unit Name	Approximate Acreage Within Study Area	Hydric Rating	Drainage Class	Susceptibility to Erosion (Whole Soil K Factor)
Water	0.2	Unknown	Not Rated	Not Rated
Newberg fine sandy loam	5.3	Not hydric	Well Drained	0.28 (Moderate)
Camas gravelly sandy loam, occasionally flooded	4.5	Partially hyd	Excessively Drained	0.15 (Low)
Newberg-Urban land complex	13.5	Not hydric	Well Drained	0.28 (Moderate)
Camas-Urban land complex	9.0	Not hydric	Excessively Drained	0.15 (Low)
Riverwash	9.9	All hydric	Poorly Drained	Not Rated
Camas gravelly sandy loam, occasionally flooded	1.3	Partially hyd	Excessively Drained	0.15 (Low)
Ochrepts and Umbrepts, very steep	3.5	Not hydric	Well Drained	Not Rated
Dixonville-Philomath-Hazelair complex, 12 to 35 percent slopes	0.1	Not hydric	Well Drained	0.24 (Moderate)

Soils mapped by NRCS have some notable discrepancies due to the time period they were mapped. For example, Riverwash is mapped as covering almost 10 acres of the Study Area. Examination of aerial photography indicates that this area may have been extensively excavated and current conditions reveal that it has been backfilled to near the current lot line with several feet of river rock mixed with sand and loamy materials. Current conditions suggest that stockpiles of soil and rock were used as the dominant backfill for lots 3100, 3200 and 3800. River rock was the most notable surface fill material in lots 3100, 3200 and 3800 and averaged 3”-10” in diameter. This soil profile creates a habitat type more reminiscent of an alluvial flat (rock bar) deposited during an extensive flood event.

3.4. Local and National Wetland Inventory

The Study Area is overlapped by two separate Local Wetland Inventories and the National Wetland Inventory. Figure 4A-1 depicts full LWI coverage of the Study Area while Figure 4A-2 depicts a City of Springfield image combining an older LWI with the current data in Figure 4A-1. There are not wetlands mapped on-site which are located above the current top of bank.

The National Wetland Inventory (Figure 4B) maps the Willamette River along the Study Area as a Riverine-lower perennial, unconsolidated bottom-permanently flooded (R2UBH) feature. There are no other features mapped onsite within the NWI.

3.5. Site History

The Study Area has a varied history where most of the area has been used as an industrial source of sand and gravel since 1945 (Wildish [online]). Figure 7C shows the operation most clearly affecting lots 3000, 3100, 3200 3300 and 3800. Lot 3100 and 3000 were once (1965-1978) occupied by mobile homes.

1948: Looking east over portions of lots 3200, 3300 and 3800.
Photo courtesy of Wildish Land Company.

Lot 2800 was evaluated primarily based on aerial photography and site visits. The lot is currently vacant with the exception of a convenience store abutting Franklin Boulevard. Historically, the lot was occupied by at least one residence (Figure 7C). At times, the site had more tree cover, but the site has been cleared for most of the last 58 years with the exception of the riparian fringe along the Willamette River. As evidenced by ground elevations higher than those of the adjacent mobile home parks and the Riparian Edge, the lot has been filled with approximately two to six feet of imported soil and graded.

Since 1948 the Willamette River has become more channelized with a more linear bank along the eastern study area boundary. This has been caused by the backfill of the river up to the property line which appears likely to have been completed by 1978 and supplemented over time.

4. RESULTS AND DISCUSSION

4.1. Habitat Types

After analyzing all current and historical data related to the site, boundaries were physically and digitally delimited to aid in assigning habitat value to each habitat type (Figure 8). The Study Area was divided into four habitat types as described below:

A.) *Industrial and Commercial Fill*-All areas significantly impacted by fill which don't have significant riparian vegetation and those areas consisting of gravel parking and/or current structures. Approximately 37 acres of the Study Area was mapped as this habitat type. Vegetation in this habitat type is best described as weedy and/or barren. Weedy areas within this habitat type are dominated by *Daucus carota*,

Plantago lanceolata, *Circium* spp., *Sonchus asper*, *Cytisus scoparius*, *Rubus armeniacus, Dipsacus sylvestris, Panicum sp., Geranium spp*., *Hypochaeris radicata*, and *Foeniculum vulgare*. Soils are regularly disturbed or have been disturbed recently enough to negatively impact vegetative cover. Structures, concrete loading areas, gravel roads and both native and non-native fills are common in this habitat type. Soils could be penetrated to 3" or less in most locations due to rock material.

B.) *Vacant Cleared Field*- All areas seasonally mowed without significant riparian vegetation or obvious significant fill. Approximately 5.5 acres of the Study Area was mapped as this habitat type. Dominant vegetation in this habitat type is Daucus carota, Plantago lanceolata, Circium sp., Hypochaeris radicata and Geranium molle. These areas would be best described as weedy forb fields, as they appear to be dominated by weedy species of forbs as opposed to grasses. Soils in this habitat type are clay loam- silty clay loam with variable degrees of clays and small cobbles. Soils could be penetrated 12" or more in most locations. This habitat type, although fairly undisturbed, appear to be fragmented from connections to other open space. In the case of lot 2800, the Vacant Cleared Field west of the Riparian Edge is bordered by two mobile home parks and a busy boulevard. In the case of lot 3800, Vacant Cleared Field is bordered by industrial fill on three sides and Franklin boulevard upslope. Connectivity through a fence connects this small area offsite to the west.

C.) *Riparian Edge*- The area directly adjacent the Willamette River dominated by riparian vegetation (including canopy edge) extending to the eastern lot lines. See Field Methodology (Section 4) for methods used to determine riparian vegetation dominance. Approximately 2 acres of the Study Area was mapped as this habitat type*. Dominant vegetation within the Riparian Edge include Populus balsamifera, Fraxinus latifolia, Salix spp., Alnus rhombifolia, Cornus sericea, Acer macrophyllum, Robinia pseudoacacia, Spirea douglasii and Carex obnupta. The mean slope within the Riparian Edge was calculated to be 149% (0.67H:1V).

The Riparian Edge**,** in particular the area between top of bank and the river, is the most significant fish and wildlife habitat type, provides the most significant scenic qualities and has been mapped to encompass the natural vegetative fringe within the Study Area.

D.) *Forested Upland*-All significant forested areas which don't meet the riparian criteria described above. Widely spaced individual trees and upland trees occurring within the 150-foot Greenway District weren't mapped. Approximately 1.8 acres of the Study Area was mapped as this habitat type. Vegetation in this habitat type was dominated by Pseudotsuga menziesii and Acer macrophyllum. These habitat types were located along the top of bank of the Willamette River and along steep grades created by Franklin Boulevard and the railroad. This habitat type borders industrial fill in most instances.

Riparian Edge, *Top of Bank*, *Top of Bank 10 Foot Offset* and the four habitat types described above were mapped as Figure 8. *It should be noted that areas at or

below the "Line of Ordinary High Water" (OHW), as defined in ORS 274.005(8) are State owned unless specific historical circumstances apply. OHW water was not measured for the purposes of this report as it lies within the Riparian Edge habitat type along all reaches.

4.2. Application Of This Study To Specific Willamette Greenway Overlay And Setback Criteria

This study was provided to address the following portions of Section 3.3-325 of the City of Springfield Land Use Code:

> *(C) Significant fish and wildlife habitats shall be protected.*
>
> *(D) Identified scenic qualities and view-points shall be preserved.*
>
> *(F) The natural vegetative fringe along the river shall be enhanced and protected to the maximum extent practicable.*
>
> *(G) The location of known aggregate deposits shall be considered. Aggregate extraction may be permitted outside the Greenway Setback Area subject to compliance with State law, the underlying zoning district and conditions of approval designed to minimize adverse effects on water quality, fish and wildlife, vegetation, bank stabilization, stream flow, visual quality, quiet and safety and to guarantee reclamation.*

4.2.1. Response to Section 3.3-325(C). Protection of Significant Fish and Wildlife Habitats.

There are no known records of rare species occurring within the Study Area with the exception of species within the Willamette River. There are also no known rare species surveys which have been performed on the Study Area. During planning efforts related to development, surveys for rare species would likely be required in order to comply with State and Federal law. These laws include, but are not limited to The Endangered Species Act of 1973 (ESA) and the Oregon Endangered Species Act (1987). The requirements of these laws are typically triggered by development actions requiring a Local, State or Federal permit.

A rare species list was obtained from the Oregon Biodiversity Information Center (ORBIC, 2013) and cross-checked against lists maintained by the State of Oregon, United States Fish and Wildlife Service and the National Marine Fisheries Service. The species on these lists were narrowed by the scope of this project (fish and wildlife) and a constrained physical range. Given their specific documented life history needs, this list of species was evaluated for likelihood to occur within the Study Area based on the four habitat types described. Although habitat is a strong precursor to species using an area, there are always instances where species will use atypical habitat or refrain from using habitat judged as highly suitable. Records of actual occurrence, and therefore seasonally appropriate wildlife surveys, are the most suitable means to evaluate wildlife use of an area.

Table 2 Rare Species of Fish and Wildlife Known to Occur Within 2 Miles of the Study Area.

Common Name	Scientific Name	Category	Federal Status	State Status	Habitat Requirements
Bull trout (Willamette SMU)	Salvelinus confluentus	Vertebrate Animal	LT	SC	Clean and cold water. Connectivity and complexity (USFWS 2010 [online]
Chinook salmon (Upper Willamette River ESU, spring run)	Oncorhynchus tshawytscha	Vertebrate Animal	LT	SC	Variable due to multiple life stage requirements. Use large river systems to access appropriate spawning. Necessitate access from sea to spawning areas.
Oregon chub	Oregonichthys crameri	Vertebrate Animal	LT	SC	Slow moving, relatively warmer water in off channel habitat (Bangs, 2013)
Painted turtle	Chrysemys picta	Vertebrate Animal		SC	Slow moving aquatic habitats with basking areas. Nesting typically on sparsely vegetated areas.
Purple martin	Progne subis	Vertebrate Animal	SOC	SC	Open areas, more often near water in colonies
Townsend's big-eared bat	Corynorhinus townsendii	Vertebrate Animal	SOC	SC	Roosts in caves, cliffs, under bridges
Western pond turtle	Actinemys marmorata	Vertebrate Animal	SOC	SC	Slow moving aquatic habitats. Nesting with basking areas typically on sparsely vegetated south and flat facing slopes. Soils for nesting can be compact.

LE: Listed Endangered, LT: Listed Threatened, SC: Sensitive Critical, SOC: Species of Concern. Oregon Biodiversity Information Center, December 2013

Lots 3000, 3100, 3200, 3800 and 3300 were considered poor habitat for all species within Table 2 (below). This determination resulted from,
1) Dominance of fill/earthwork on the site which has led to dense non-native grasses and forbs and a narrow riparian fringe with steep banks. Fill material and a lack of significant ponding water don't provide significant habitat for the

turtle species listed. Despite the proximity to other significant turtle use, there is only one insignificant (0.5 acres) portion within the southern part of lot 3800 which could be utilized by nesting turtles (e.g. a nest could physically be excavated). This area has no documented turtle use and is unlikely to support nesting turtles because it is an isolated feature. The velocity of waters and steep, linear nature of the banks along these lots is not conducive as a stopping point for species (such as pond turtles) which utilize slow moving water. 2) These lots don't currently maintain significant trees, cliffs, caves or bridges which could be utilized by Townsend's big-eared bats or Purple Martins. These lots don't maintain significant riparian forest capable of cooling waters or providing resting areas or cover for the cold water aquatic species listed in Table 2. 3) These lots don't provide any backwaters conducive to Oregon Chub and turtle use.

While Lot 2800 may exhibit characteristics of fair habitat for the nesting life stage of both turtle species listed in Table 2, the lack of documented evidence of turtle use, lack of ponding water, presence of imported fill material, velocity of the river, isolated nature of the lot and surrounding urban uses negate this habitat value beyond the proposed setbacks (Figure 8).
Although the soils within lot 2800 do not appear to be as disturbed as the remainder of the Study Area and provide the basic habitat characteristics necessary for nesting turtles, the site contains 2-6 feet of imported fill material, is isolated between two mobile home parks and bordered on the west by a major road. Therefore, unlike habitat elsewhere where turtle use is known, this site is unlikely to encounter nesting individuals.
The Riparian Fringe along lot 2800 (between the top of bank/riparian vegetation and the river) is expected to provide benefits such as refugia for different life stages of fish during high water and allow some cooling value during the hotter months which also benefits different life stages of the listed salmonids. The proposed location of the Greenway Setback would retain these values.
Some of the more mature cottonwoods within the Riparian Edge may have potential use by Townsend's big-eared bats and/or Purple martins although this is unlikely.

The Riparian Edge , in particular the area between top of bank/riparian vegetation and the river, maintains the greatest habitat value along the entirety of the Study Area, primarily benefitting listed species of fish and wildlife as they utilize the Willamette River as a migration corridor. The setbacks suggested in Figure 8 are expected to protect significant habitats as noted in SDC 3.3-325(C).

4.2.2. <u>Response to Section 3.3-325(D).</u> <u>Identified scenic qualities and view-points shall be preserved.</u>

The Study Area has seen a mixture of Industrial, commercial, residential and potentially agriculture uses throughout the years. Currently, lot 2800 remains vacant east of a convenience store which abuts Franklin Blvd. Riparian vegetation is the dominant scenic feature on this lot from Franklin Blvd, adjacent mobile homes and east of the river along South 2nd Street.

Lots 3100, 3200 and 3800 maintain the same aesthetic scenic features onsite from Franklin Blvd, South 2nd Street, Harbor Drive. The extent of riparian vegetation is limited to a narrow band along these lots. Lot 3200 and, more particularly lot 3800, more directly influence daily views of residents along Harbor Drive.
Lots 3000 and 3300 don't provide a specific scenic quality beyond historical values and landscaping related to the office located on lot 3300.
Riparian vegetation also provides a value to Willamette River users. Even the limited riparian vegetation along some reaches in the Study Area buffers boaters and other users from the developed urban landscape.
It is expected that proposed setbacks shown in Figure 8 will protect the most significant visual resource found within the Study Area.

4.2.3. Response to Section 3.3-325(F) The natural vegetative fringe along the river shall be enhanced and protected to the maximum extent practicable.

The Riparian Fringe was mapped as described in the methods section of this document to include the outer canopy of riparian vegetation. This fringe was mapped to eastern edge of the applicable taxlots and includes approximately 2 acres cumulatively. The top of bank was also mapped to determine the difference in extent of riparian vegetation vs the top of bank. In most cases they are consistent.

4.2.4. Response to Section 3.3-325(G). The location of known aggregate deposits shall be considered

The study area was the site of extensive sand and gravel extraction in the past. The aggregate resource has largely been extracted at this location, and the site has been reclaimed and filed with river rock and less-valuable sand and gravel. As this site has been decommissioned as a source of aggregate extraction, There is no indication that any valuable aggregate deposits still remain within the study area.

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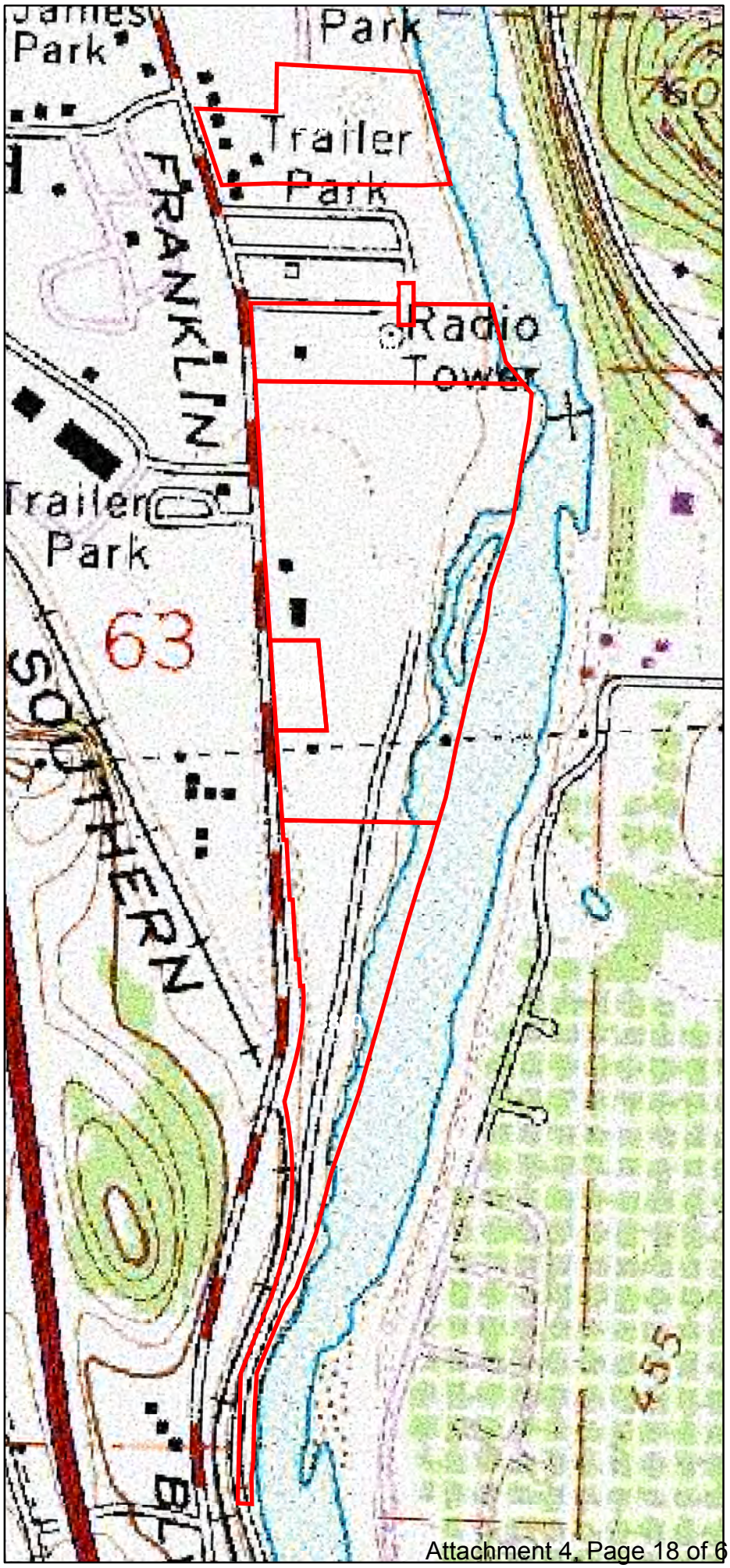
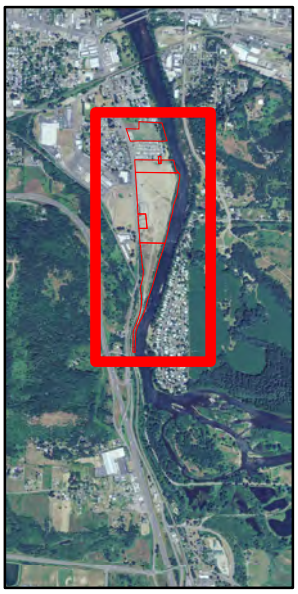
APPENDIX 1:FIGURES





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USGS TOPO-Eugene East Quad

Springfield (Glenwood), OR
USGS-Eugene East Quad

0 200 Feet

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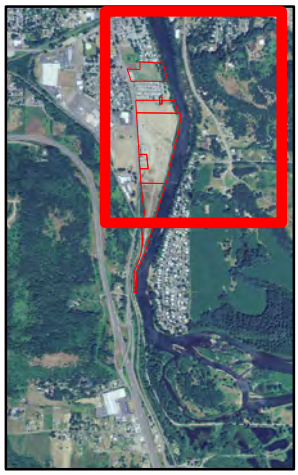

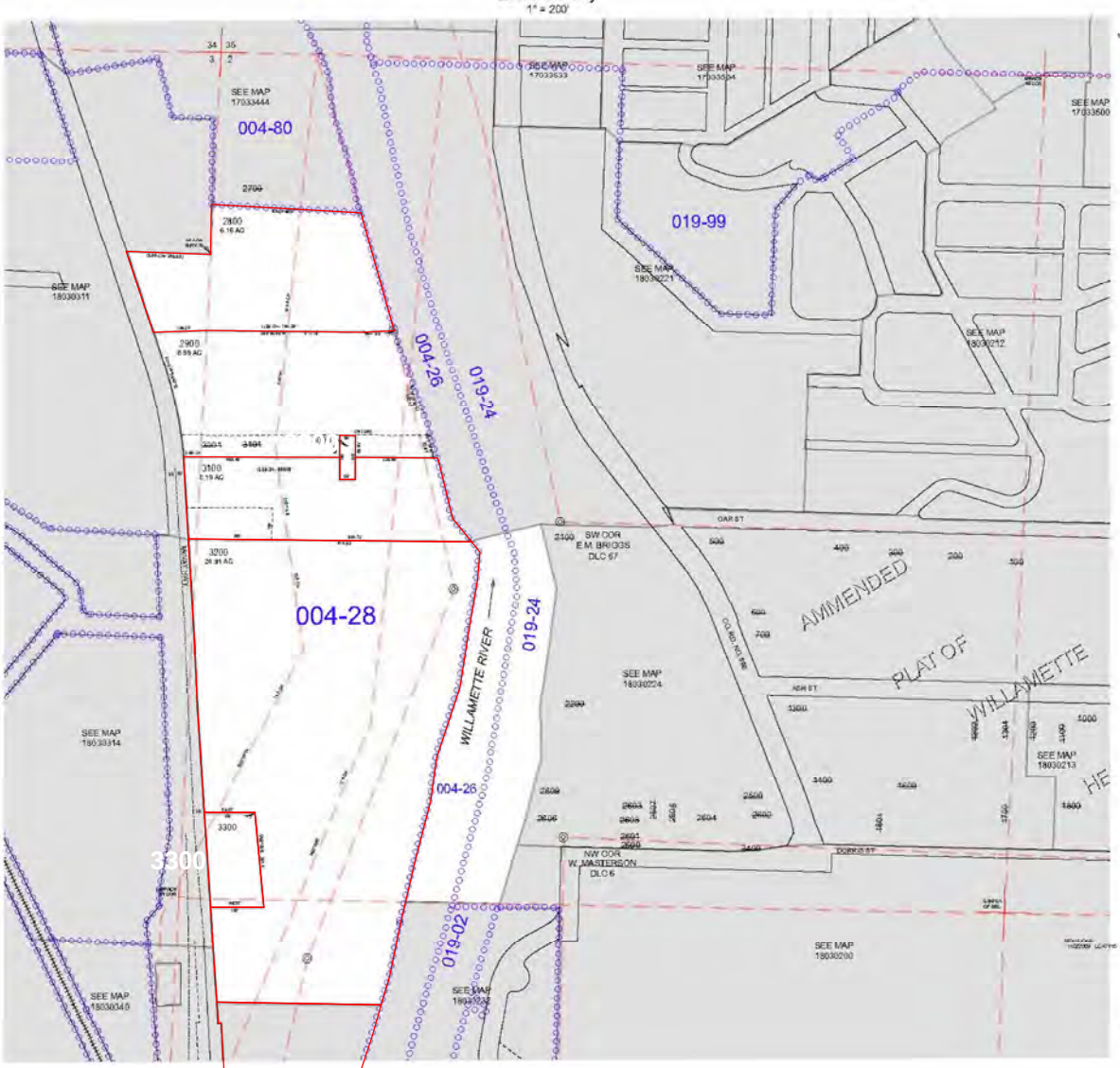

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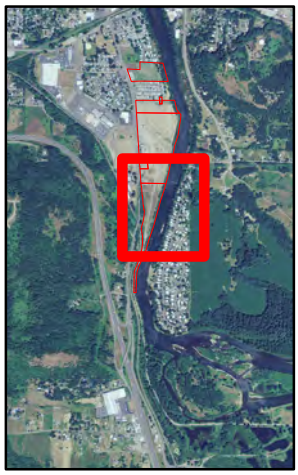

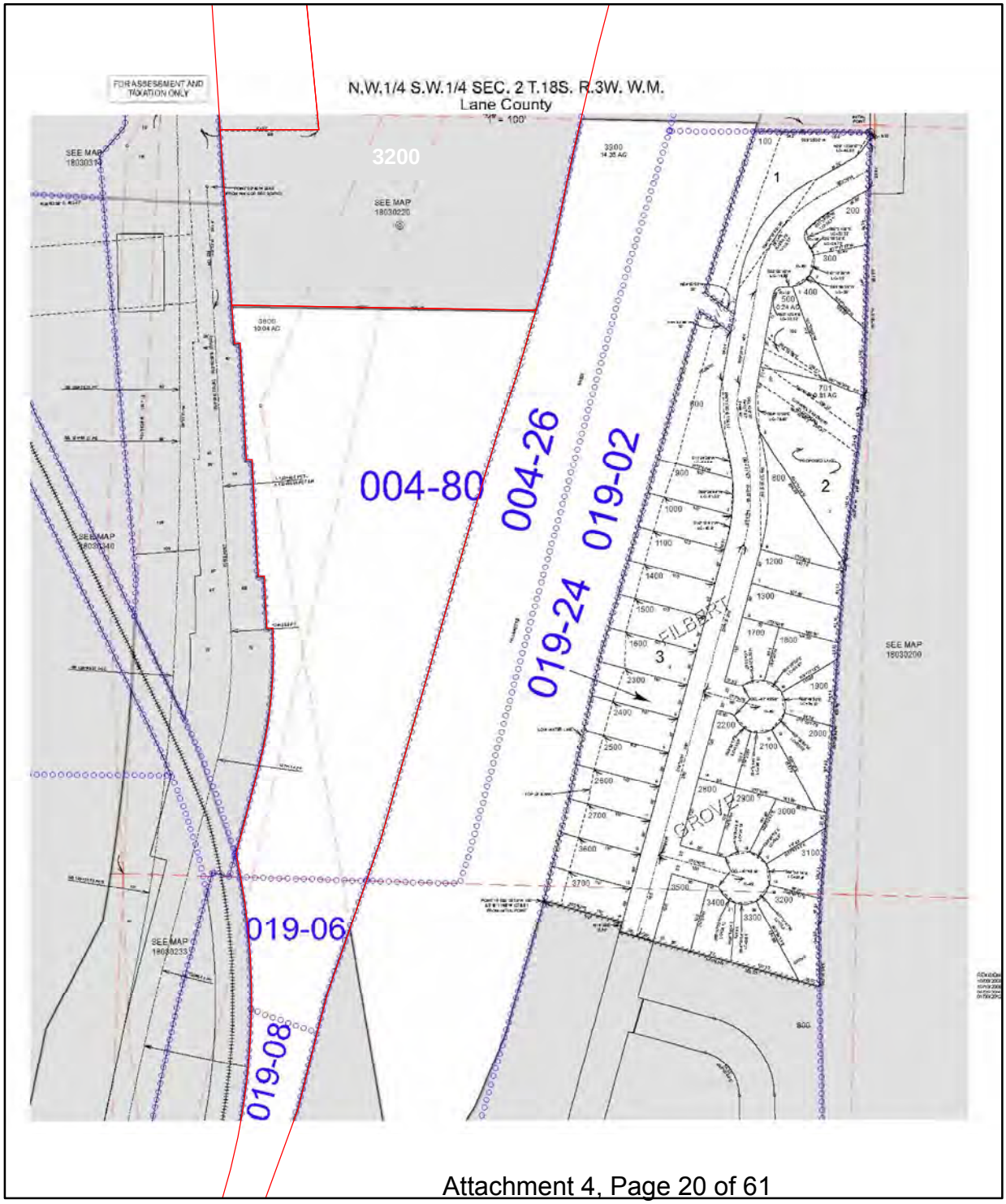

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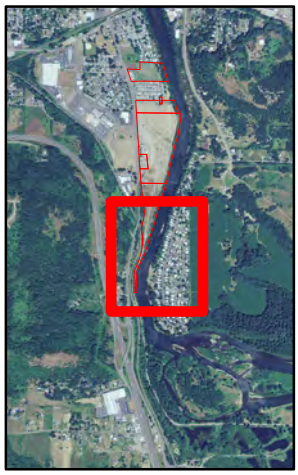

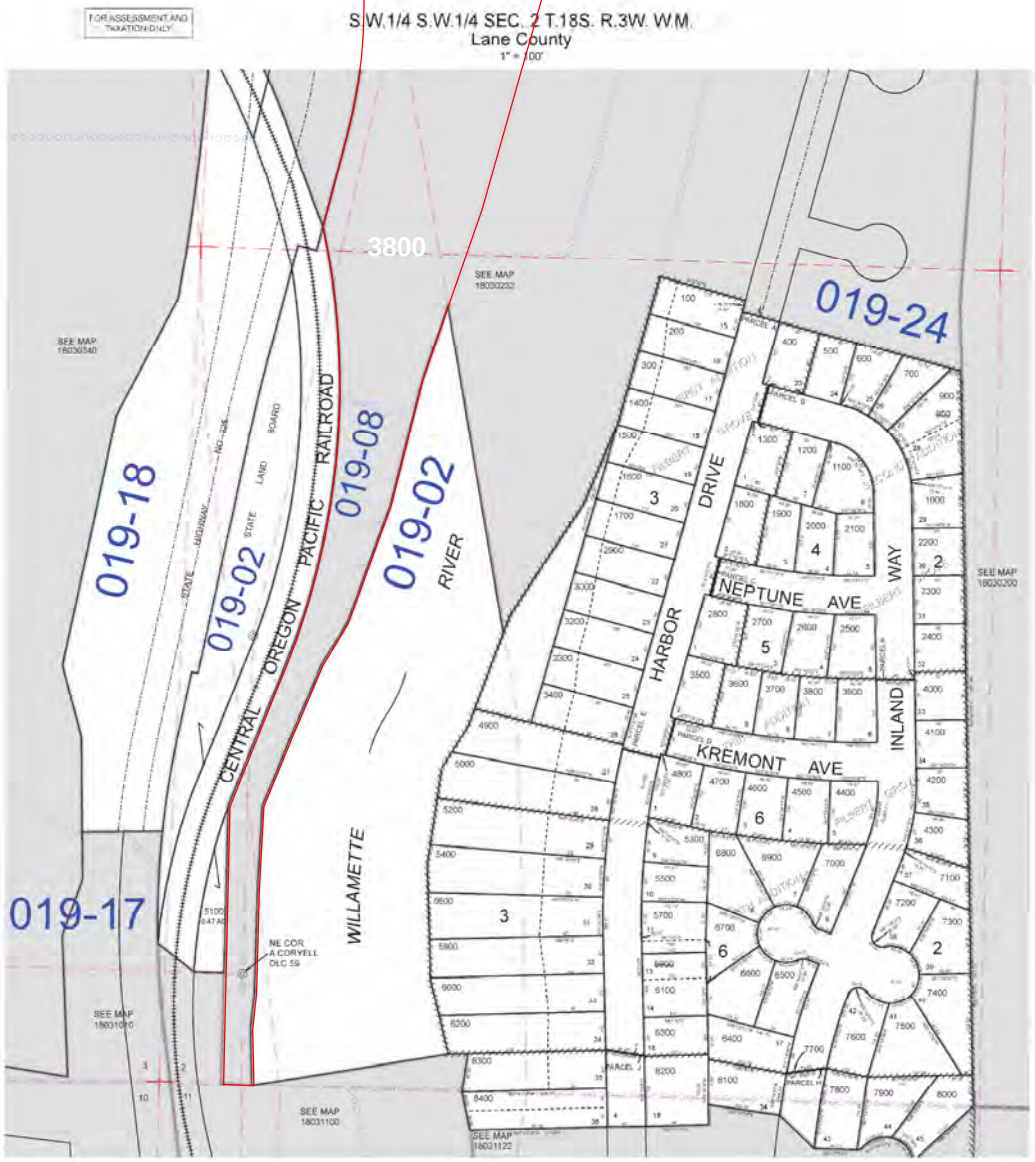

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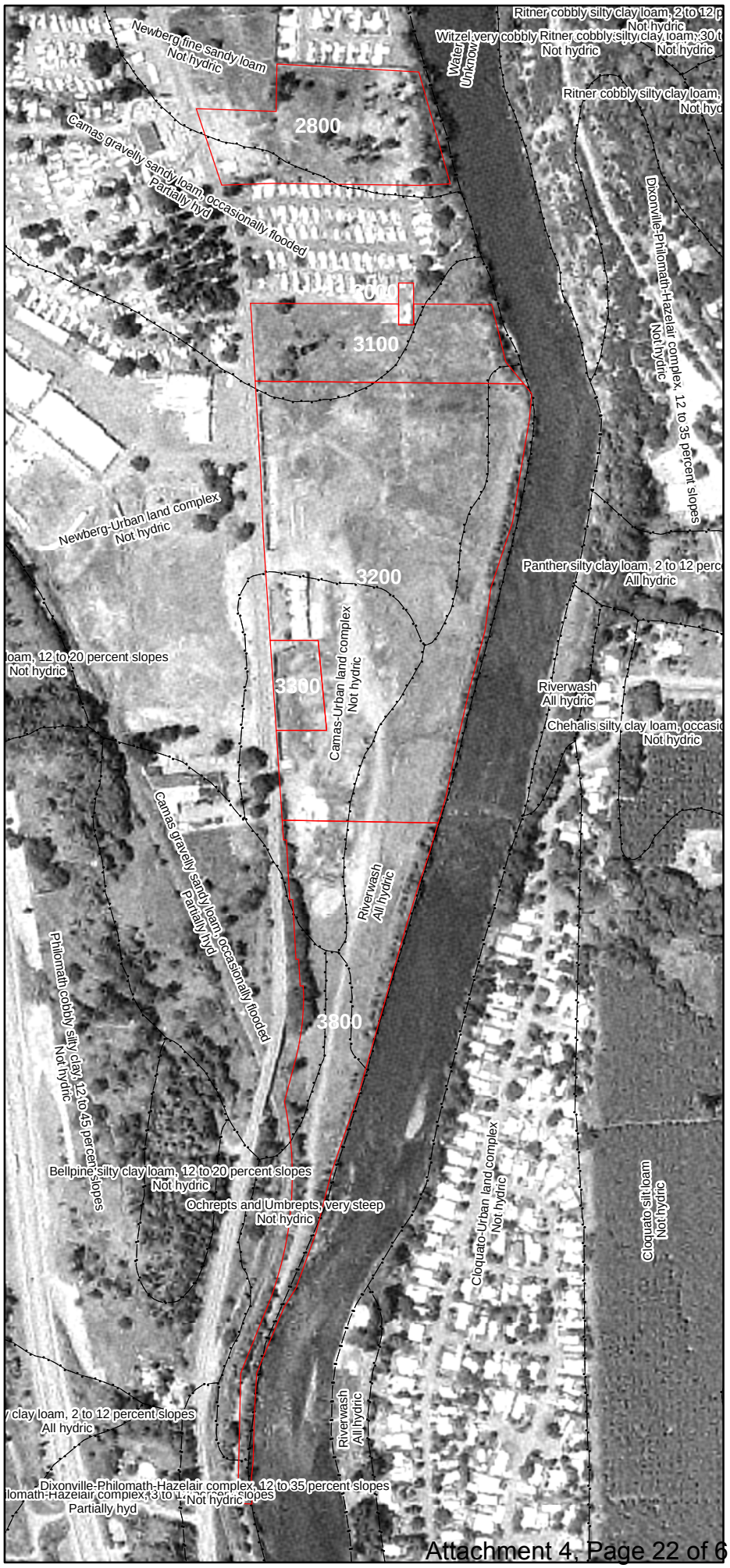

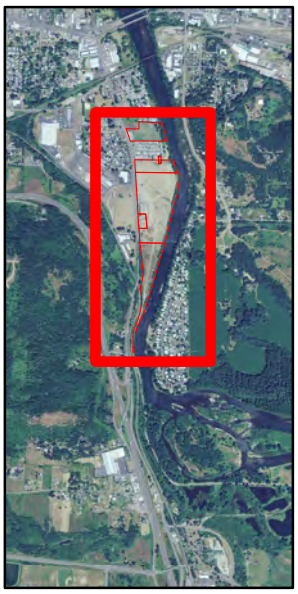

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NRCS Soils Data

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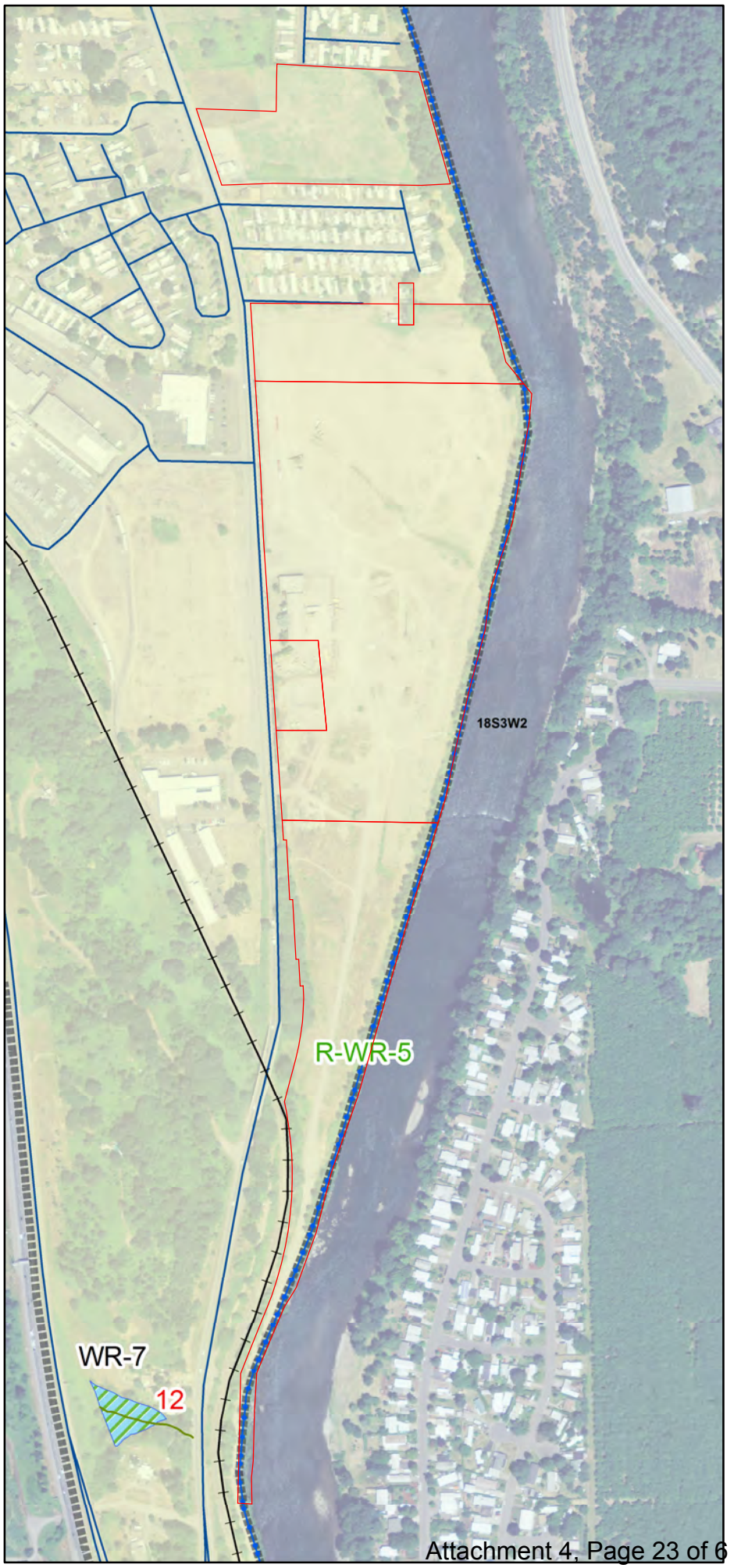

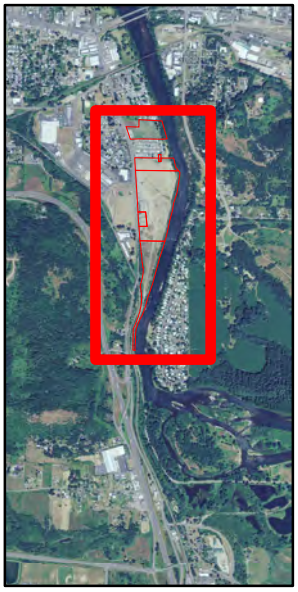

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- Glenwood LWI Study Area

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2009 Aerial Background (NAIP)

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Springfield (Glenwood) LWI
Wetland Feature Digital Data

EXISTING CONDITIONS:
Springfield (Glenwood), OR

0 200 Feet

N

Revisions

#	Date	Description

Project Number 1363
Drawn By BTM
Checked
Date 11/9/2013

Sheet
4A-1

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Legend

Study Area

SOURCE

Data provided bythe City of Springfield [online] <http://www.springfield-or.gov/Pubworks/StandardMaps.htm>, Lane County government and other sources.The information on this map was derived from multiple sources. Extreme care was taken in the creation of this map, but it is provided "as is". Schirmer Satre Group cannot accept any responsibility for errors, omissions, or positional accuracy in the digital data or the underlying records. There are no warranties, express or implied, accompanying this product.
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Springfield LWI
Wetland Feature Raster Image

EXISTING CONDITIONS:
Springfield (Glenwood), OR

0 200 Feet

N

Revisions

#	Date	Description

Project Number	1363
Drawn By	BTM
Checked	
Date	11/9/2013

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4A-2

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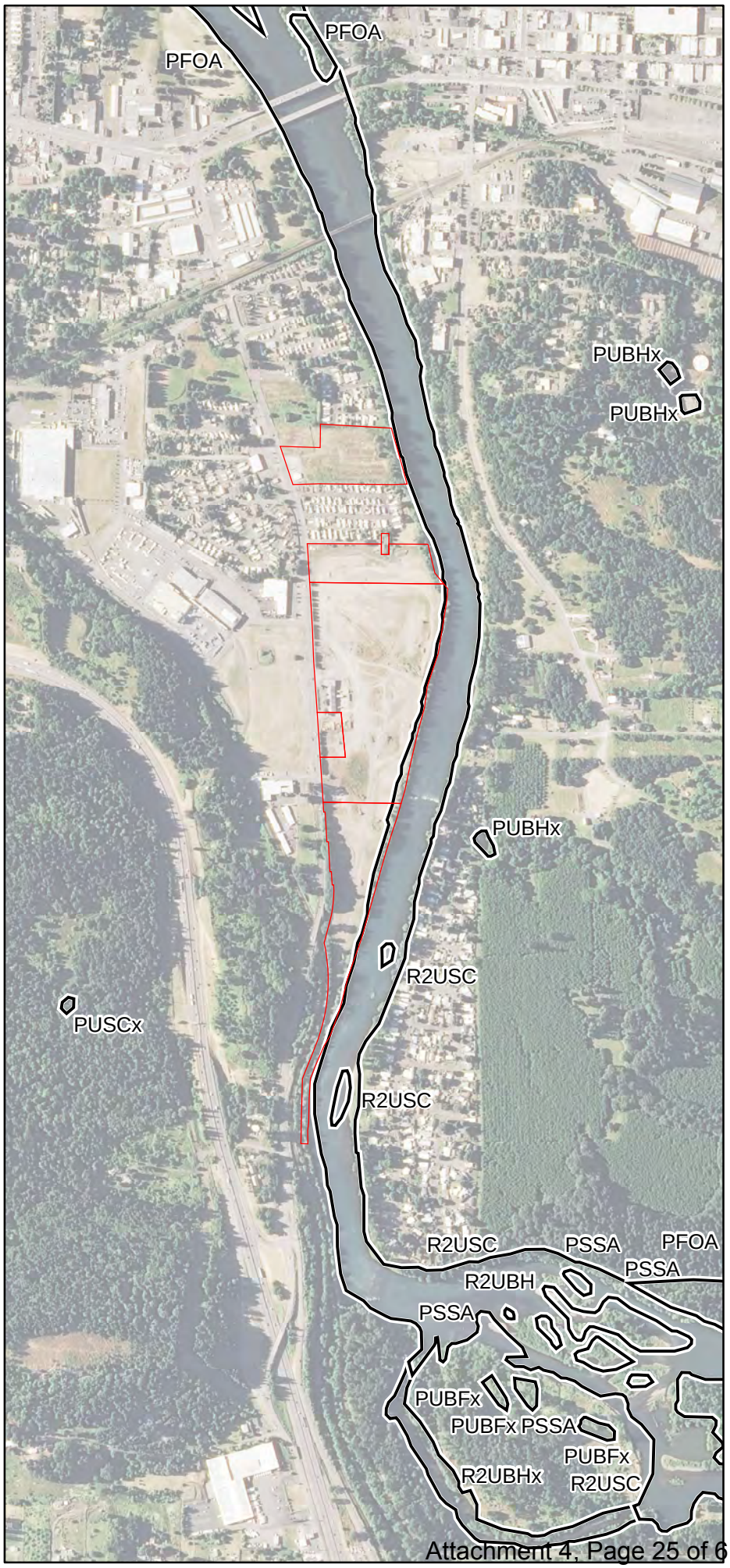

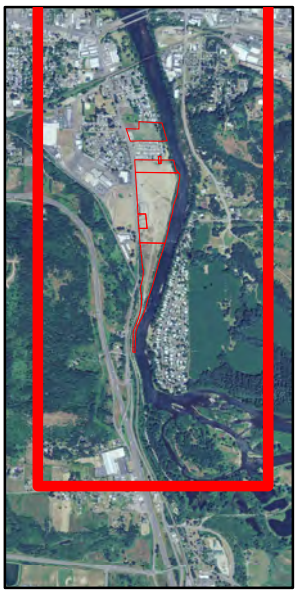

Legend

- Study Area
- NWI Polygon

SOURCE

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National Wetland Inventory (USFWS)
(Digital Data) http://www.fws.gov/wetlands

EXISTING CONDITIONS:
Springfield (Glenwood), OR

0 400 Feet

N

Revisions

#	Date	Description

Project Number	1363
Drawn By	BTM
Checked	
Date	11/9/2013

Sheet 4B

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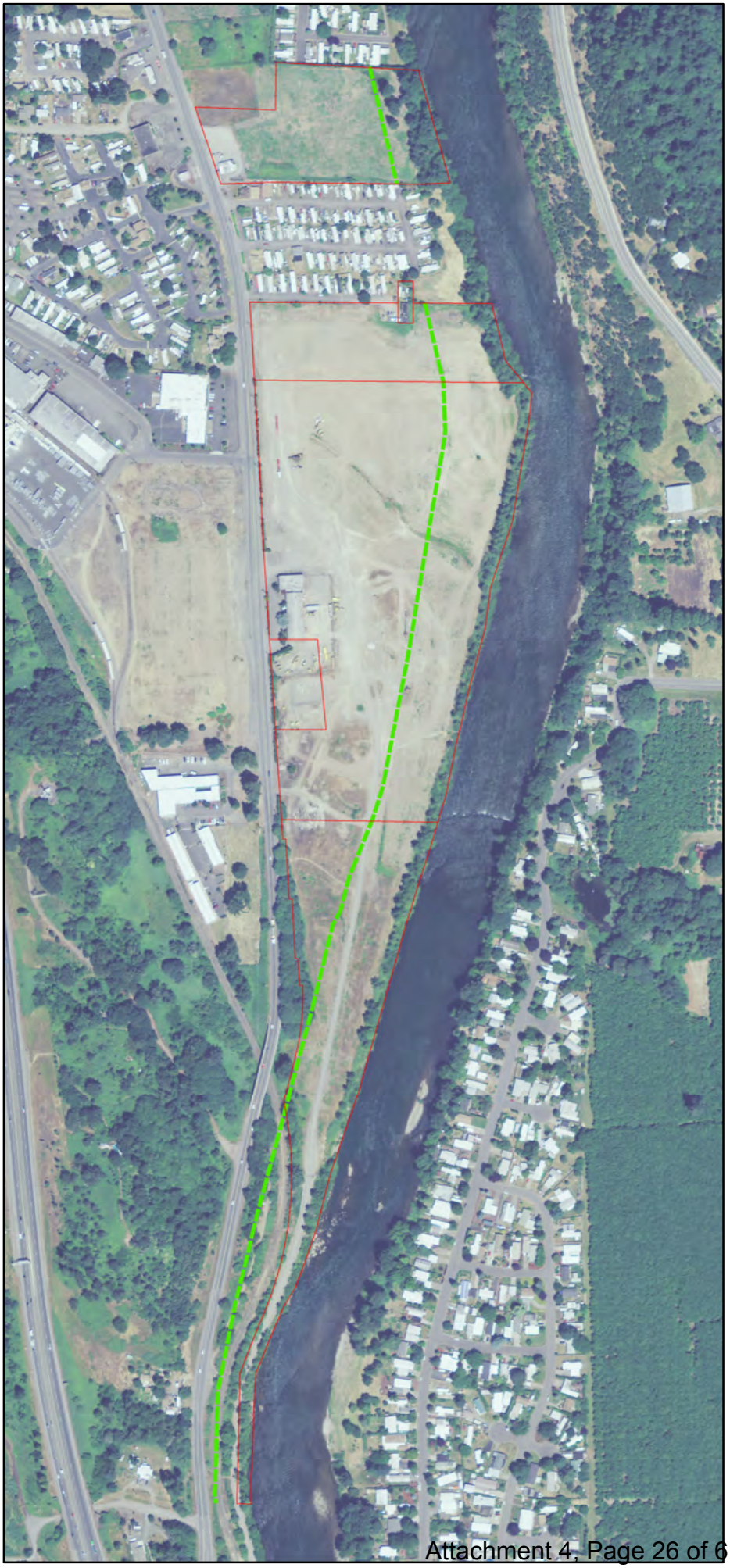

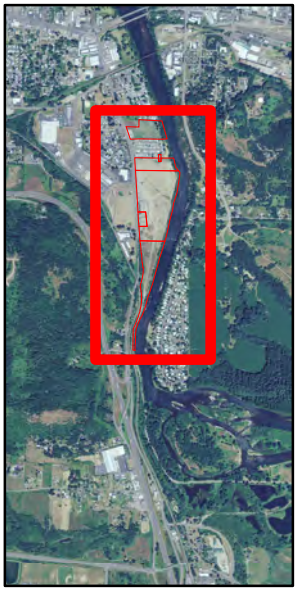

Legend

Study Area

Lane County Greenway Zone Traced from Lane County "Zone and Plan Map Viewer"

SOURCE

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Background:2009 NAIP (USDA)

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Existing Willamette River Greenway Boundary Map
Lane County Greenway Overlay Zone
http://lcmaps.lanecounty.org/LaneCountyMaps/PlanMaps.html?GroupName=PlanMaps

EXISTING CONDITIONS:
Springfield (Glenwood), OR

0 200 Feet

N

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Project Number	1363
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Date	11/9/2013

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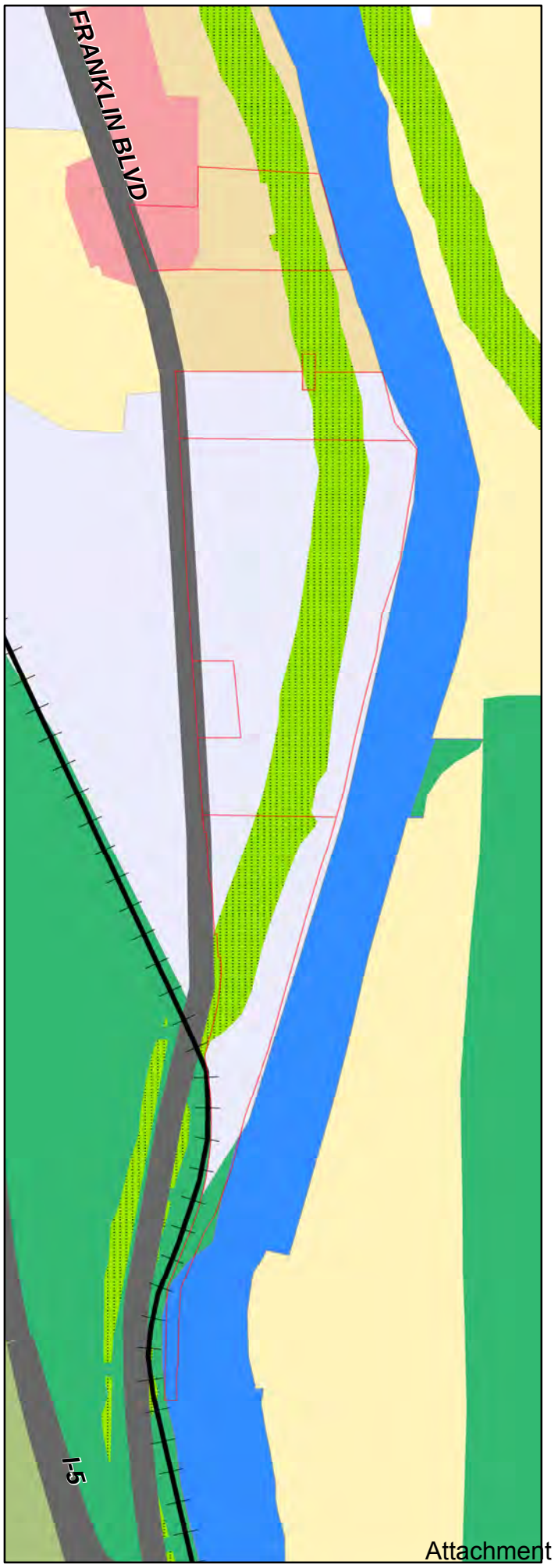

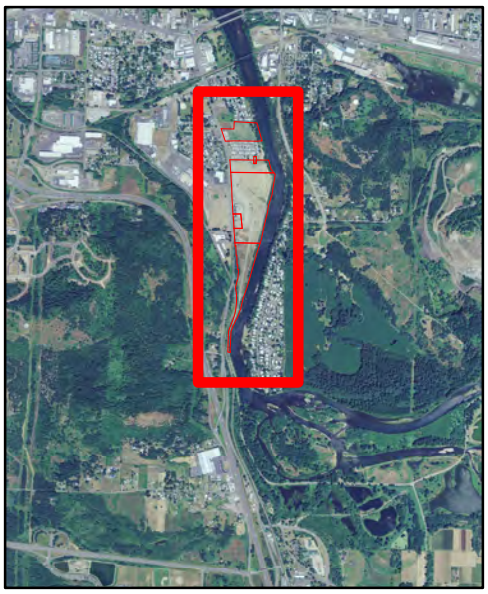

Legend

- Study Area
- Commercial
- Forest Land
- Light Medium Industrial
- Low Density Residential
- Medium Density Res Mixed
- Parks and Open Space
- Parks and Open Space (Water)

Willamette Greenway (MP)

- General greenway boundary line From Willamette River inland

Digital data altered to more closely resemble original Metro Plan Diagram

SOURCE

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Metro Plan Diagram
Digital Data Courtesy of LCOG

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0 200 Feet

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Project Number	1363
Drawn By	BTM
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Sheet 6

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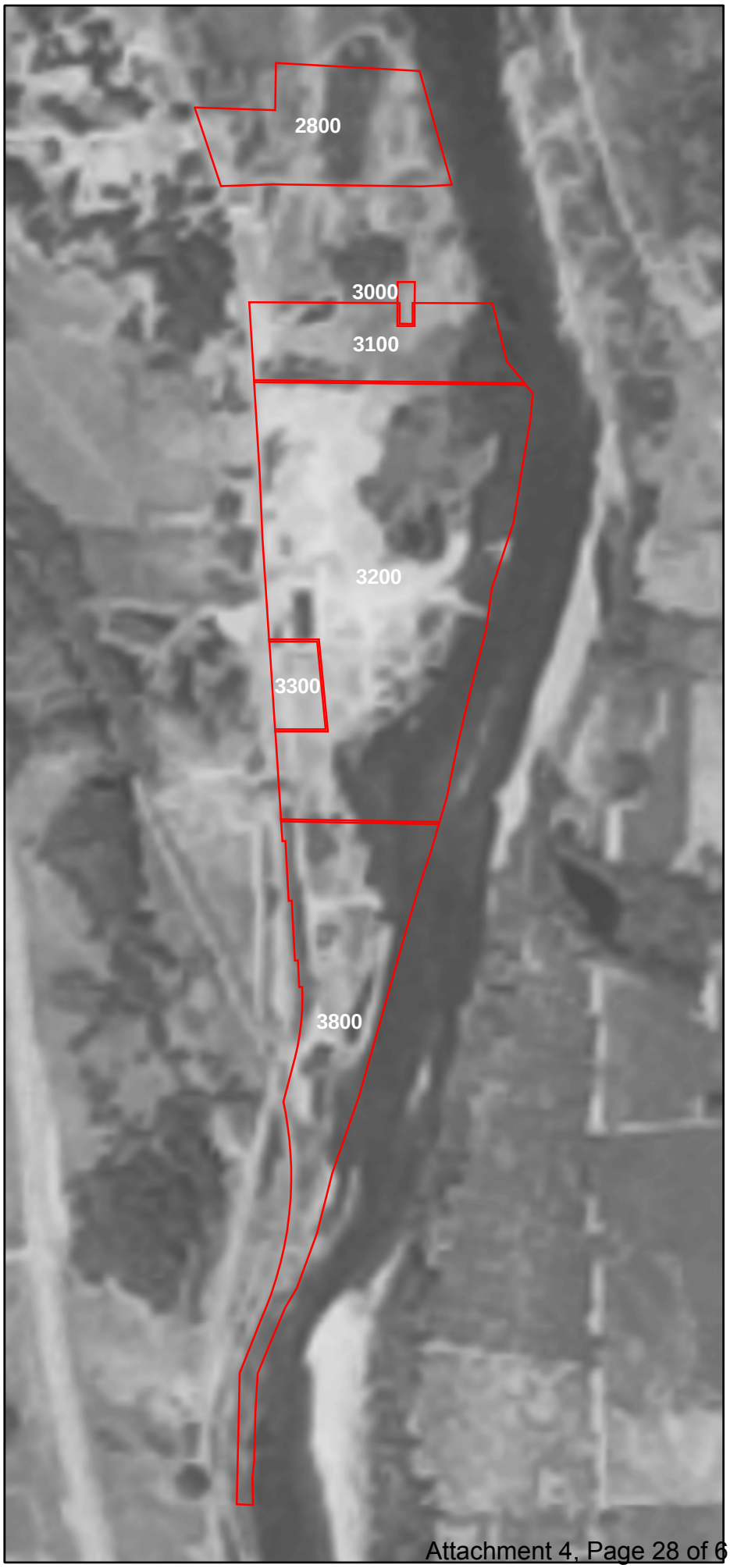

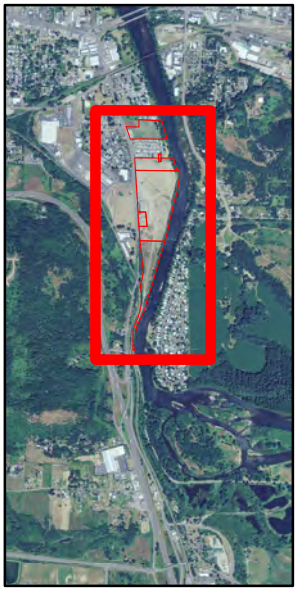

1955

Legend

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AERIAL IMAGERY

EXISTING CONDITIONS:
Springfield (Glenwood), OR
USGS

0 200 Feet

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Project Number 1363
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Date 11/9/2013

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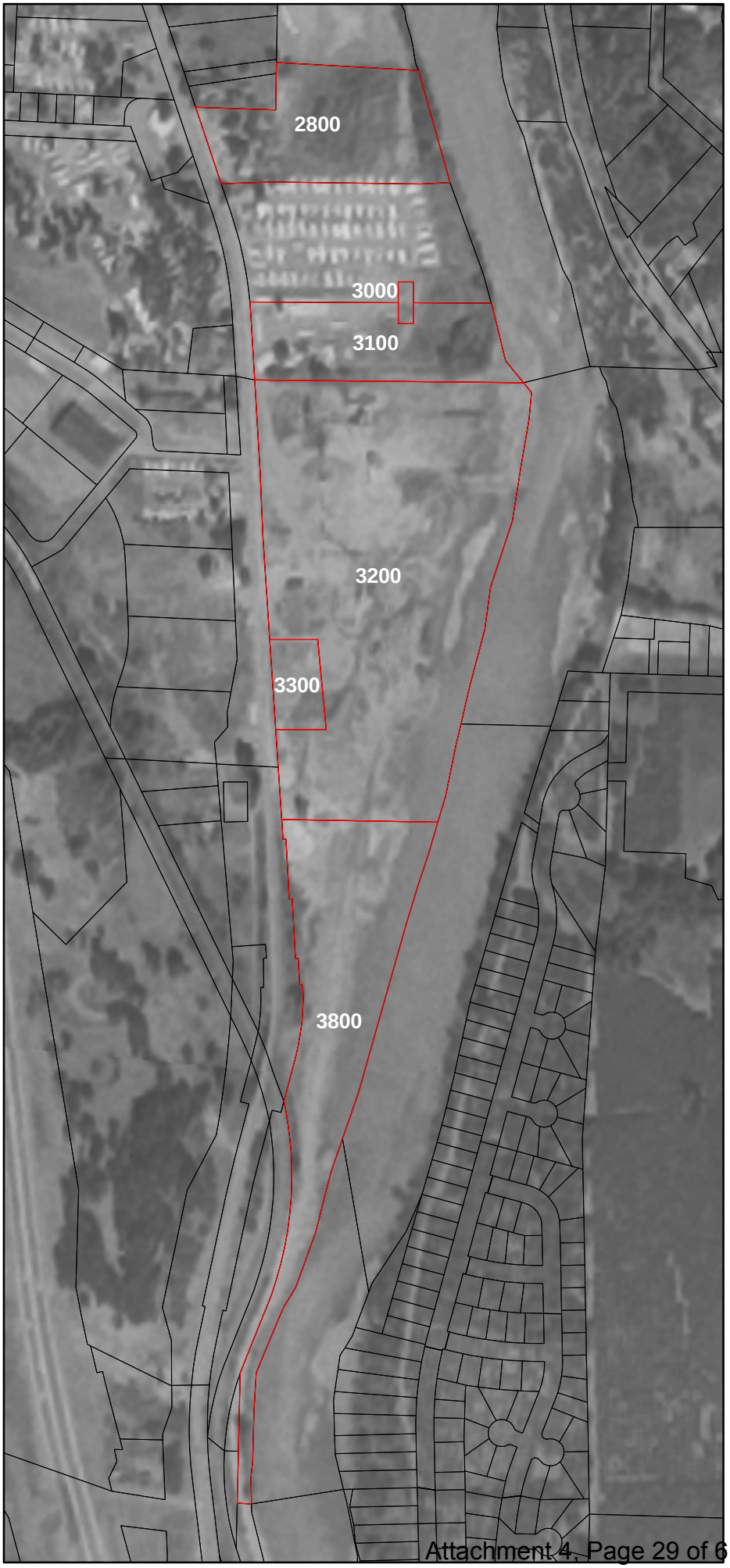

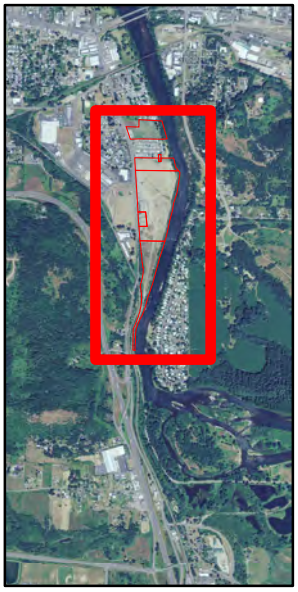

1965

Legend

Study Area

SOURCE

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AERIAL IMAGERY

EXISTING CONDITIONS:
Springfield (Glenwood), OR
USGS

0 200 Feet

N

Revisions

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Project Number 1363
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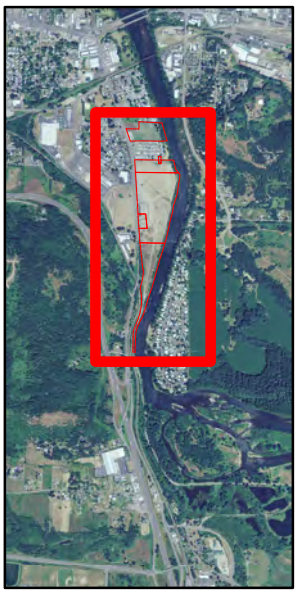

1978

Legend

Study Area

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AERIAL IMAGERY

EXISTING CONDITIONS:
Springfield (Glenwood), OR
USGS

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Project Number	1363
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Date	11/9/2013

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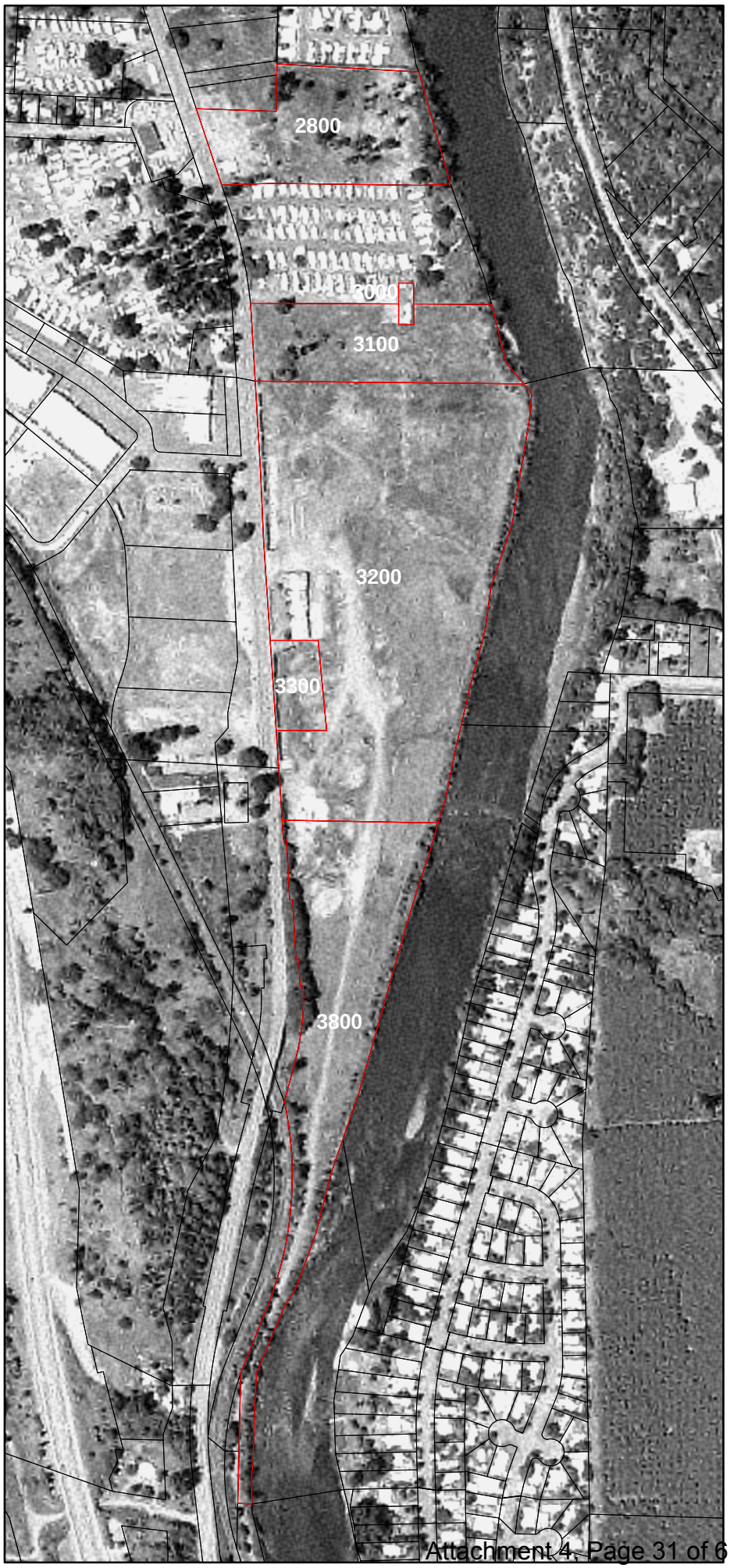

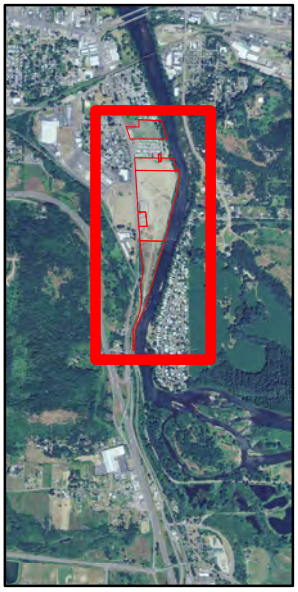

1995

Legend

Study Area

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AERIAL IMAGERY

EXISTING CONDITIONS:
Springfield (Glenwood), OR
USGS

0 200 Feet

N

Revisions

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Project Number	1363
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Date	11/9/2013

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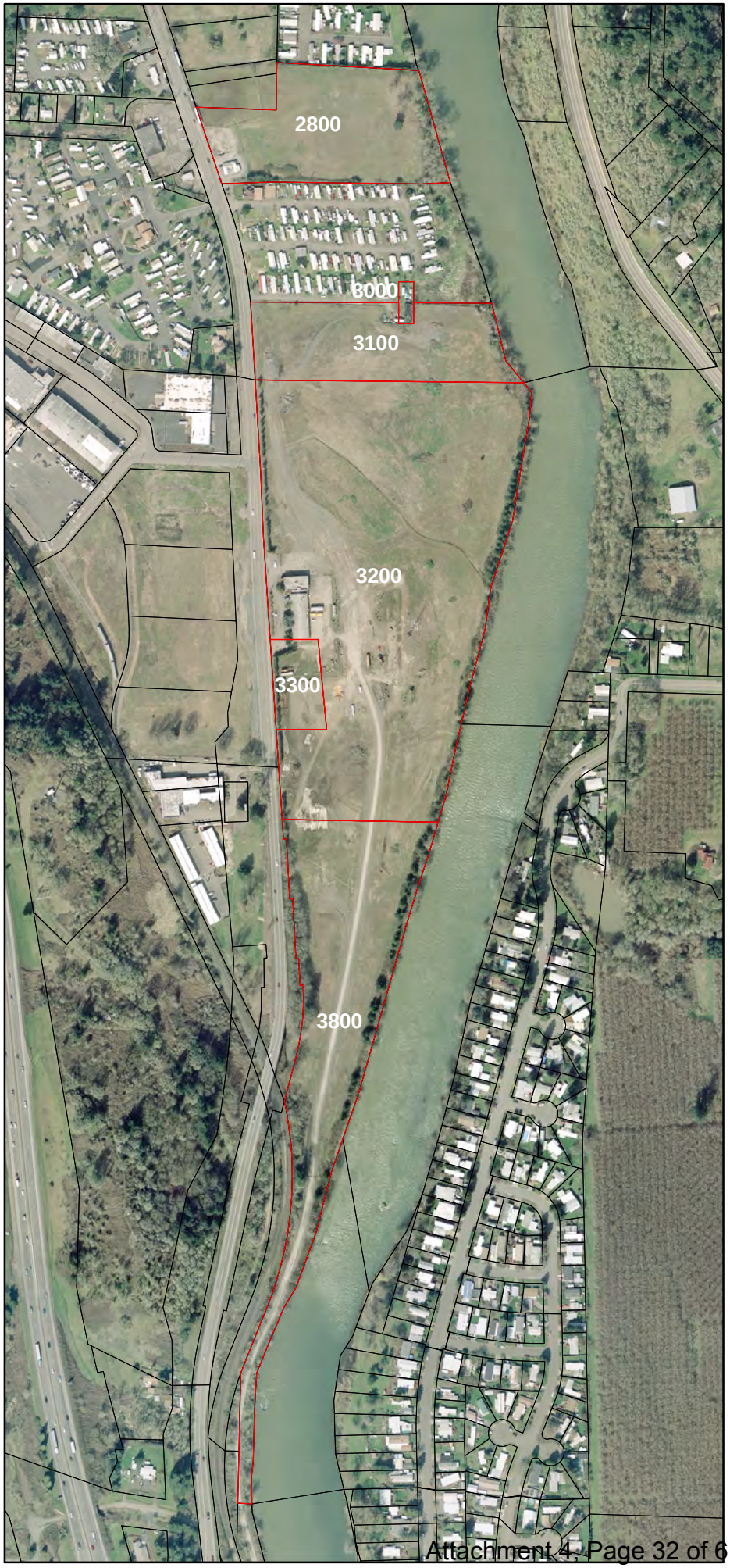

2008

Legend

Study Area

SOURCE

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AERIAL IMAGERY

EXISTING CONDITIONS:
Springfield (Glenwood), OR
USGS

0 200 Feet

N

Revisions

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Project Number	1363
Drawn By	BTM
Checked	
Date	11/9/2013

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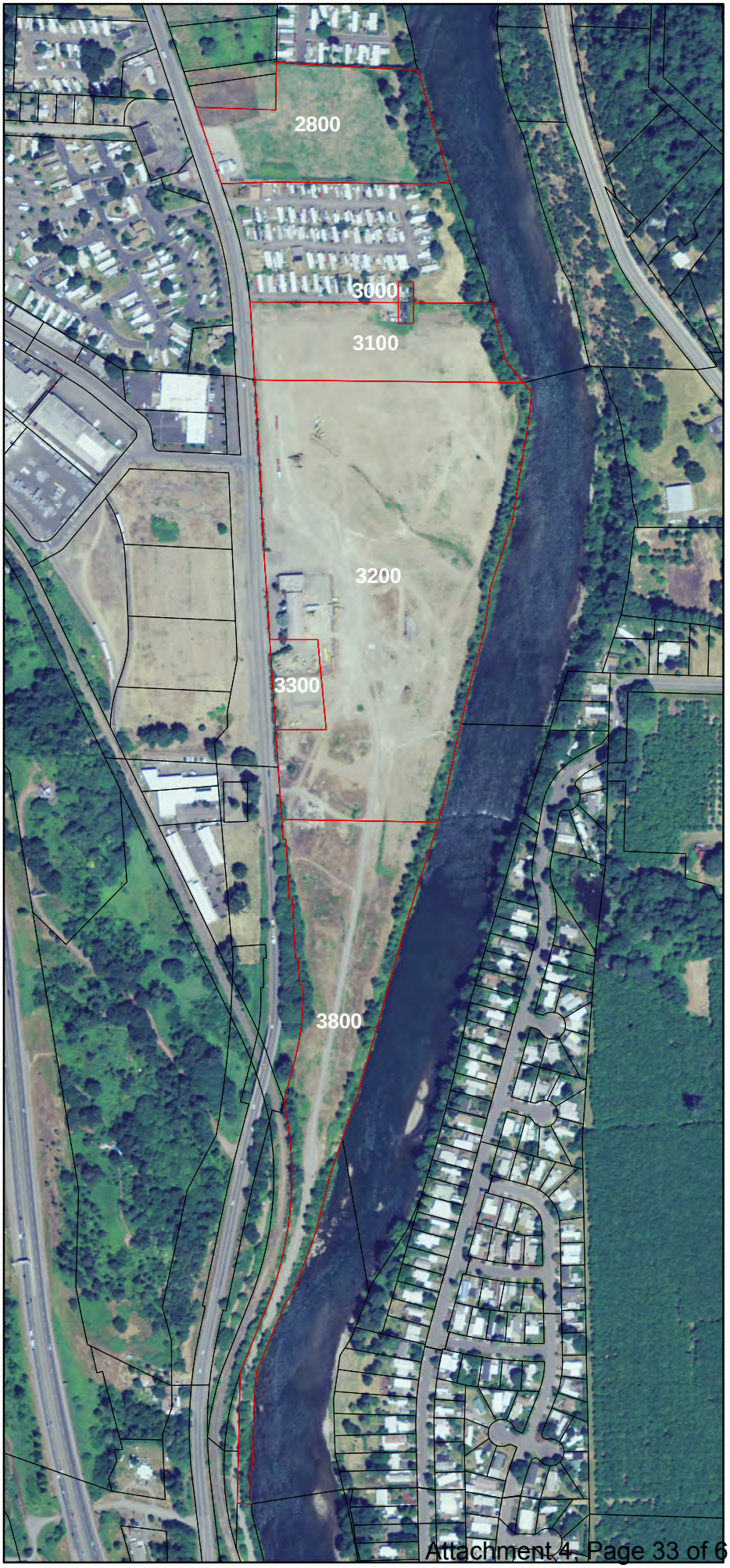

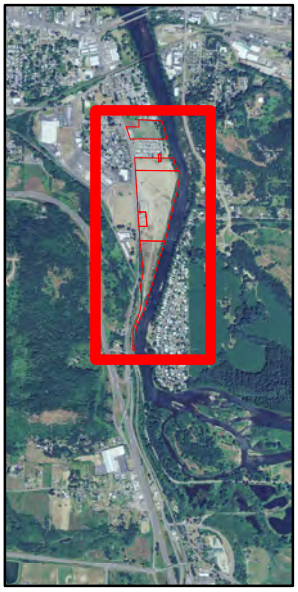

2009

Legend

Study Area

SOURCE

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AERIAL IMAGERY

EXISTING CONDITIONS:
Springfield (Glenwood), OR
USGS

0 200 Feet

N

Revisions

#	Date	Description

Project Number	1363
Drawn By	BTM
Checked	
Date	11/9/2013

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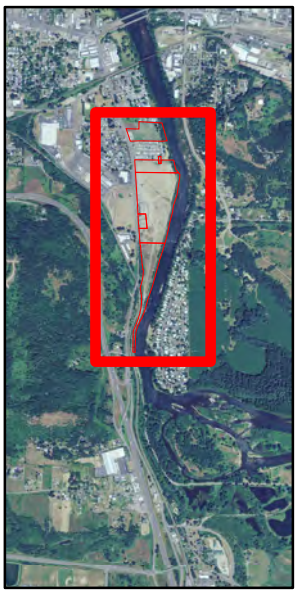

2011

Legend

Study Area

SOURCE

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AERIAL IMAGERY

EXISTING CONDITIONS:
Springfield (Glenwood), OR
USGS

0 200 Feet

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Revisions

#	Date	Description

Project Number	1363
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Date	11/9/2013

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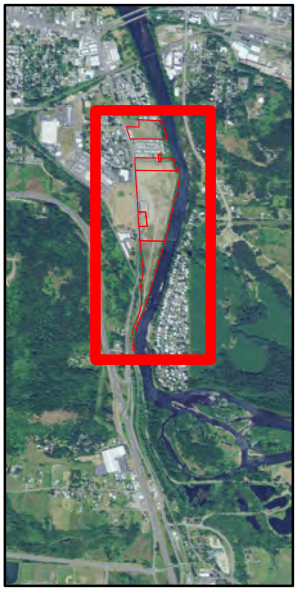

2012

Legend

Study Area

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AERIAL IMAGERY

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Springfield (Glenwood), OR
USGS

0 200 Feet

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Revisions

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Date	11/9/2013

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7H

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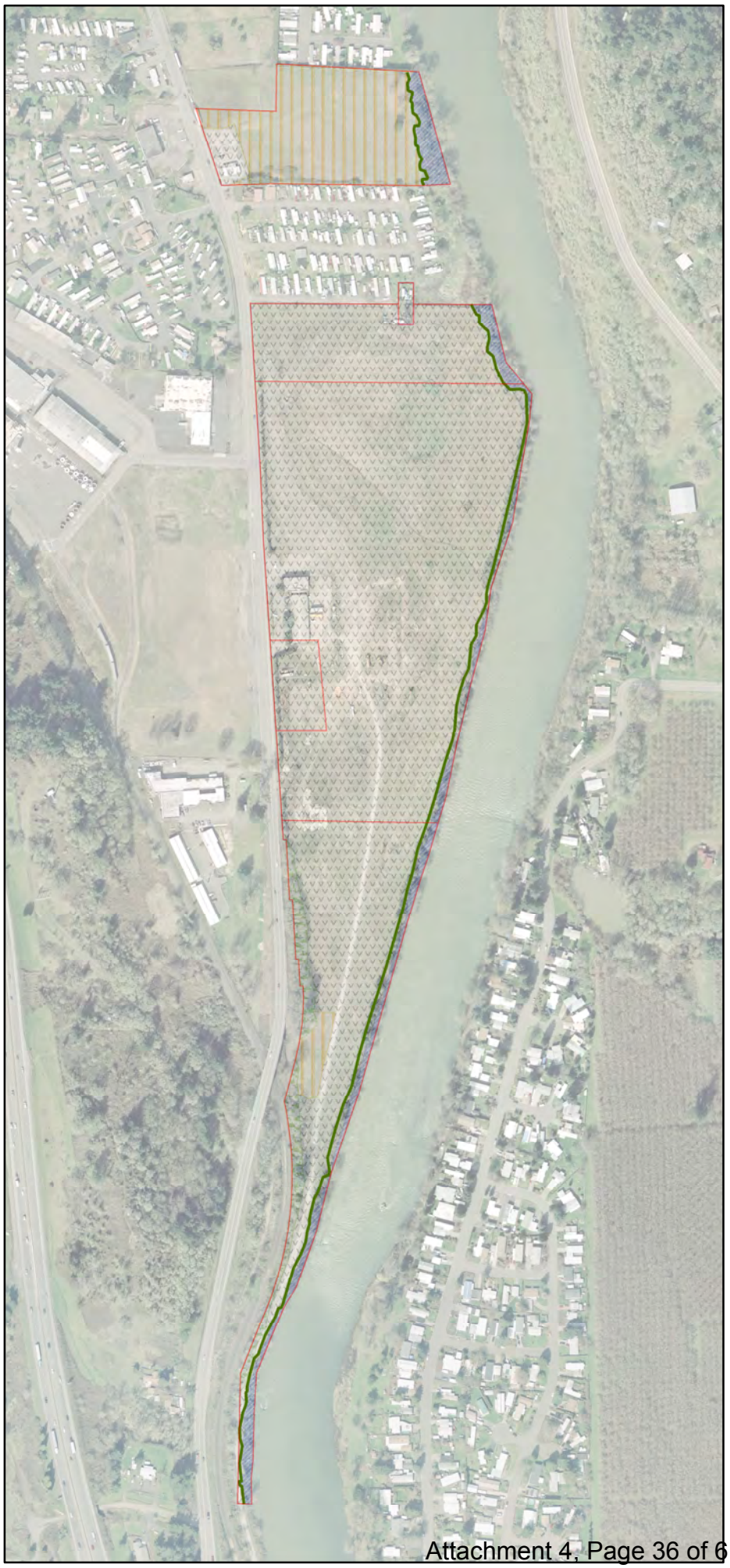

Inset
2009 Aerial
Background

Legend

- Study Area
- Proposed Greenway Setback Based on merging the greater of two features: Riparian Edge and 10 Feet from Top of Bank
- Forested Upland
- Industrial and Commercial Fill
- Riparian Edge
- Vacant Cleared Field

2008 Aerial
Background

SOURCE

Data provided by DOGAMI (LiDAR), Lane County government and other sources.The information on this map was derived from multiple sources. Extreme care was taken in the creation of this map, but it is provided "as is". Schirmer Satre Group cannot accept any responsibility for errors, omissions, or positional accuracy in the digital data or the underlying records. There are no warranties express or implied, accompanying this product.
Questions regarding production of this map can be sent to Brian Meiering: brian@schirmersatre.com

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Existing Habitat Types and Recommended Greenway Setback Map
Setback Line Source: 2013 GPS/2008 DOGAMI LiDAR

SPRINGFIELD (GLENWOOD), OR

0 200 Feet

N

Revisions

#	Date	Description

Project Number	1363
Drawn By	BTM
Checked	
Date	12.19.13

Sheet 8

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Inset
2009 Aerial
Background

Legend

Study Area

Ground Photo Locations

2008 Aerial
Background

SOURCE

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GROUND PHOTO LOCATIONS MAP

SPRINGFIELD (GLENWOOD), OR

0 200 Feet

N

Revisions

#	Date	Description

Project Number	1363
Drawn By	BTM
Checked	
Date	12.20.13

Sheet 9

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APPENDIX 2:GROUND LEVEL PHOTOGRAPHS

PLEASE SEE FIGURE 9 FOR PHOTO POINT LOCATIONS

P1 LOOKING E

P1 LOOKING S

P1 LOOKING N

P1 LOOKING NE

P2 LOOKING E

P1 LOOKING S-SW

P2 LOOKING NE

P2 LOOKING E-NE

P2 LOOKING N-NW

P2 LOOKING N

P2 LOOKING SE

P2 LOOKING NW

P2 LOOKING S-SE

P2 LOOKING S

P2 LOOKING SW

P2 LOOKING S-SW

P2 LOOKING W-SW

P2 LOOKING W

P3 LOOKING E-NE

P3 LOOKING E

P3 LOOKING N

P3 LOOKING NE

P3 LOOKING NW

P3 LOOKING N-NW

P3 LOOKING S

P3 LOOKING SE

P3 LOOKING S-SW

P3 LOOKING S-SE

P3 LOOKING W

P3 LOOKING SW

P4 LOOKING E

P3 LOOKING W-SW

P4 LOOKING E-SE

P4 LOOKING E-NE

P4 LOOKING N

P4 LOOKING NE

P4 LOOKING NW

P4 LOOKING N-NW

P4 LOOKING S

P4 LOOKING SE

P4 LOOKING SW

P4 LOOKING S-SE

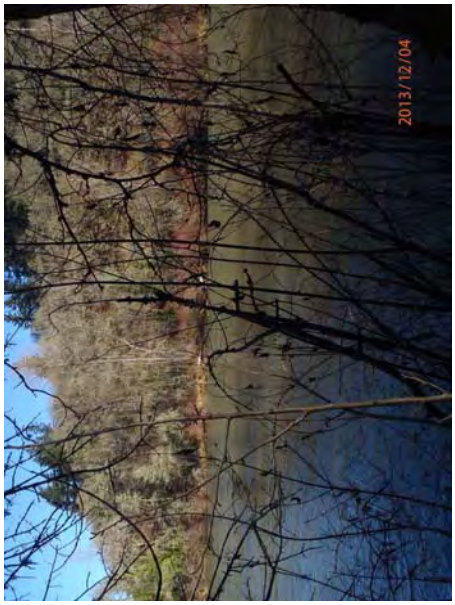
P4 LOOKING W-SW

P4 LOOKING W

P5 LOOKING E

P6 LOOKING E

P5 LOOKING S



P6 LOOKING E-NE

P6 LOOKING NE

P6 LOOKING NW

P6 LOOKING N

P6 LOOKING SE

P7 LOOKING E

P6 LOOKING W-NW TOWARDS TOP OF BANK

P7 LOOKING NE

P7 LOOKING E-NE

P7 LOOKING NW TOWARDS TOP OF BANK

P7 LOOKING N

P7 LOOKING S

P7 LOOKING SE

P7 LOOKING W

P7 LOOKING SW

P8 LOOKING N

P8 LOOKING E

P9 LOOKING NW

P8 LOOKING W

P9 LOOKING W-SW

P9 LOOKING W

P10 LOOKING E-NE

P10 LOOKING E

P10 LOOKING NE

P10 LOOKING E-SE

P10 LOOKING NW

P10 LOOKING N

P10 LOOKING S

P10 LOOKING SE

P11 LOOKING SE ACROSS FILL [LOT 3200]

P11 LOOKING E

P12 LOOKING E [LOT 3000]

P11 LOOKING SE

P13 LOOKING E

P12 LOOKING NE

P14 LOOKING E

P13 LOOKING SW

P14 LOOKING S

P14 LOOKING E-SE

P15 LOOKING S [LOT 3800]

P15 LOOKING E

P16 LOOKING NW

P16 LOOKING N FROM NEAR SOUTHERN PROPERTY LINE