



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 541.726.3610.

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.

July 15, 2014

**5:45 – 6:15 p.m. Commissioner Bean Recognition
Jesse Maine Room**

**6:15 p.m. Work Session
Jesse Maine Room**

(Planning Commission work sessions are reserved for discussion between Planning Commission, staff and consultants; therefore, the Planning Commission will not receive public input during work sessions. Opportunities for public input are provided given during all regular Planning Commission meetings.)

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. Development Advisory Committee Update

**Staff: Jim Donovan, Planning Supervisor
15 Minutes**

2. Appeal of Director's Decision - Laurelwood Subdivision

**Staff: Mark Metzger, Senior Planner
30 Minutes**

ADJOURN WORK SESSION OF THE SPRINGFIELD PLANNING COMMISSION

July 15, 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 –

Appeal – Appeal of Director’s Decision - Laurelwood Subdivision TYP314-00005

**Staff: Mark Metzger
60 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: 7/15/2014
Meeting Type: Work Session
Staff Contact/Dept.: Jim Donovan/DPW
Staff Phone No: 541-726-3660
Estimated Time: 15 Minutes
Council Goals: Community and Economic Development and Revitalization

**SPRINGFIELD
PLANNING COMMISSION**

ITEM TITLE:	DEVELOPMENT ADVISORY COMMITTEE STATUS UPDATE.
ACTION REQUESTED:	Conduct a Work Session with the Development Advisory Committee (DAC) and discuss current status of DAC work products, resources and timelines. No formal action is requested at this time.
ISSUE STATEMENT:	The DAC has made significant process toward its top priority of streamlining MDS and Site Plan Review procedures, with a focus on ministerial site plan review standards. This work session is to review the status of work products, timelines and necessary resources for completion of top DAC priorities.
ATTACHMENTS:	<ol style="list-style-type: none">1. Original DAC Mission and Priorities2. Existing Site Plan Review Procedures3. Draft In-progress Ministerial Code Standards Document4. Timeline and Resource Matrix
DISCUSSION/ FINANCIAL IMPACT:	<p>Pursuant to the Committee's mission statement, priorities and direction of The City Council, the DAC has worked diligently toward its top priorities of site plan review applicability. The DAC is at a significant juncture in its development of a streamlined ministerial site plan review process and felt it timely to update the Planning Commission of its progress.</p> <p>After a brief presentation by DAC leadership with Planning Commission and City Council Liaisons, the Planning Commission is invited to discuss priority items with the DAC and provide feedback on ministerial procedures, staff resources, committee appointments and expected timelines for public involvement and adoption procedures.</p> <p>City Council will receive a similar update on July 21, 2014 and will take under consideration the questions of resourcing and timelines in the context of pending decisions on broader Glenwood and City wide priorities.</p>

CITY OF SPRINGFIELD

DATE: July 7, 2014

TO: Springfield Planning Commission

FROM: DAC Committee
Jim Donovan, CDD Supervisor

SUBJECT: Development Advisory Committee Adopted Mission and Priorities

The following information is presented for DAC and Planning Commission Work Session discussion on 7/15/14.

The DAC Mission Statement as adopted by City Council:

The Development Advisory Committee shall: 1. review the customer service process and requirements of land use and economic development in the City of Springfield to be competitive in attracting development; 2. provide the Planning Commission and City Council with recommendations on improving this process and outcome consistent with the Council Goal of promoting and enhancing our hometown feel while focusing on livability and environmental quality; 3. provide a robust forum and venue for citizen participation in this process.

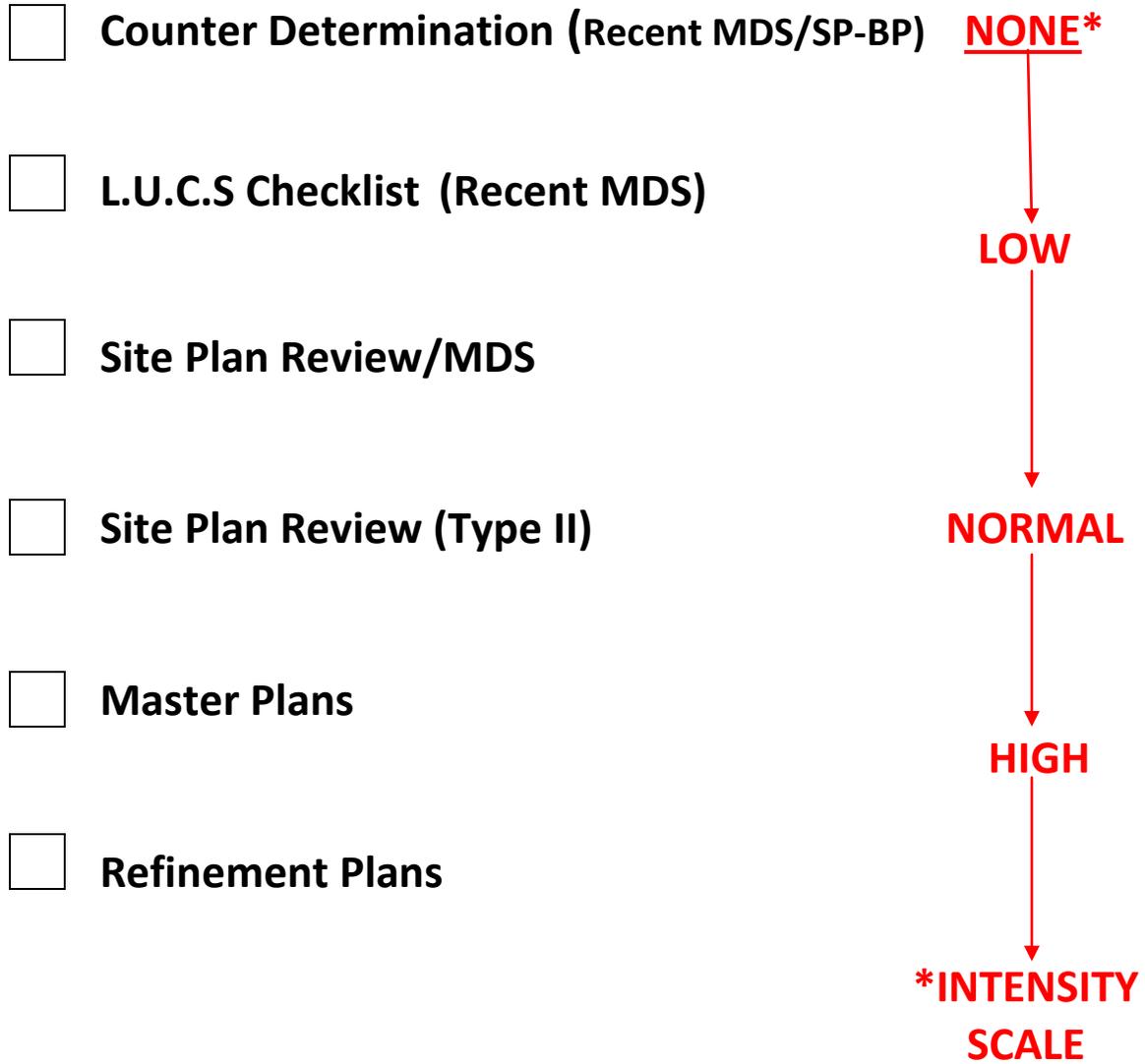
The DAC work priorities are as authorized and directed by the City Council in the following order. The current DAC has worked on the top three priorities, with a focus on Site Plan Applicability.

DAC Matrix & Rankings

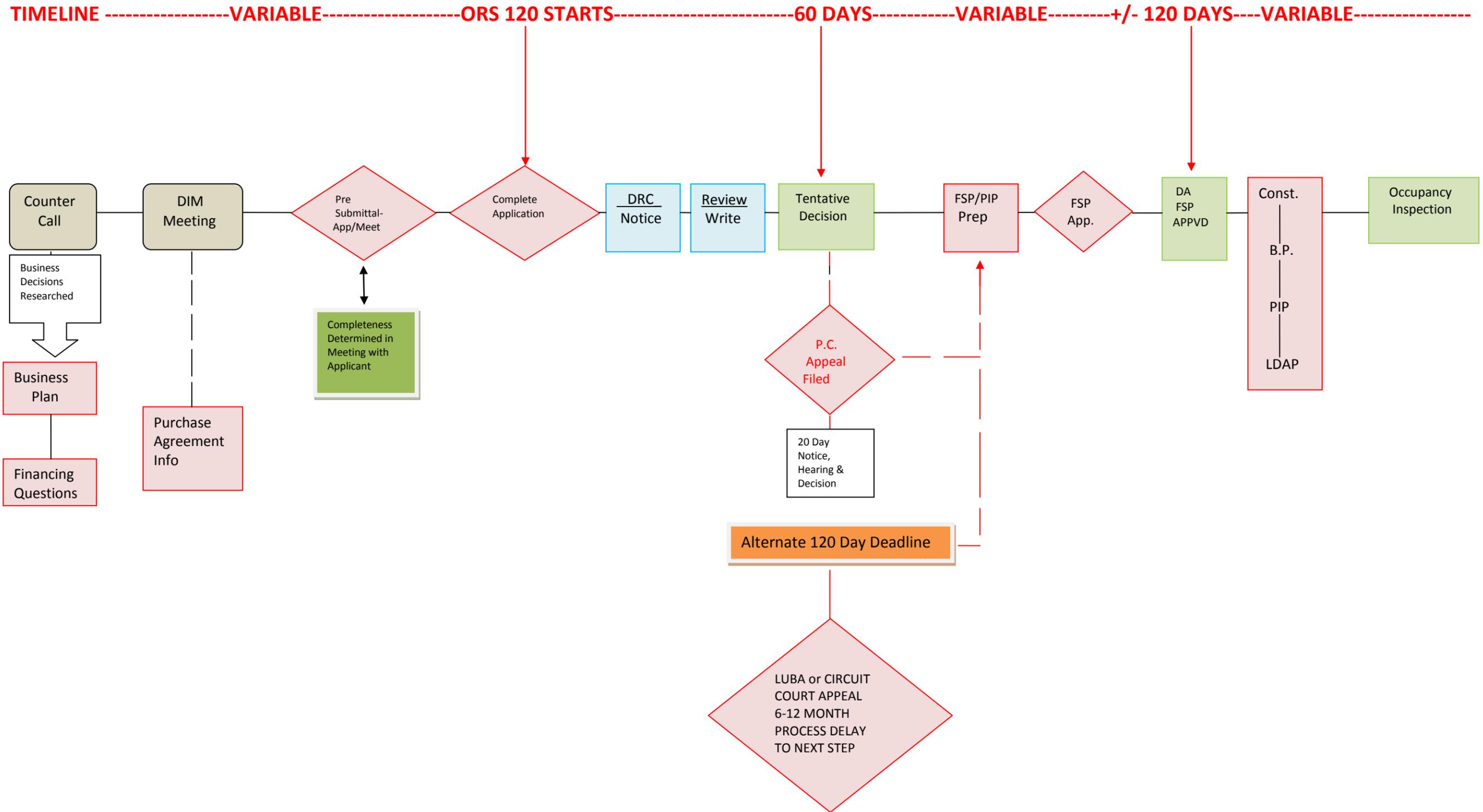
Item & Consensus Ranking	Mandate	Resources	Public Involvement	Calendar Time	Difficulty Composite Score	Council Goal(s) Supported	Public Demand
#1 Site Review Applicability	3	5	5	5	18	1, 2, 6	5
#2 Project Advocacy & Communication	1	5	3	3	12	1, 2, 6	5
#3 SDC Context	1	3	3	3	10	2, 6	3
#4 Fees - General	1	3	3	3	10	1, 2, 6	5
#5 Planning Application Fees	1	3	3	3	10	1, 2, 6	1
#6 Incentivizing Use of Brownfields	1	5	3	5	14	1, 2, 6	3

(as revised by the DAC, post PC WS)

SITE REVIEW PROCEDURES



TYPE II - SITE PLAN REVIEW



5.15-12? Standards Applicable to Ministerial Site Plan Review & Application Submittal*

*Current status as of 7/10/14, highlighted areas represent current MDS standards, remainder of text is considered ministerial by DAC, red text indicates areas currently under construction and consideration for allocation of additional time and resources.

In order to grant MSPR approval, the Director shall determine compliance with all applicable standards specified below. Final approvals and/or occupancy is contingent upon the completion of all required site improvements. Application materials shall be submitted as required on application submittal checklists and in sufficient detail to demonstrate compliance with the following standards:

A. The minimum landscaping required shall include

1. Landscaping standards for private property as specified in this Section and other Sections of this Code.
2. Street trees in the public right-of-way as specified in Section 4.2-140.
3. Curbside planter strips in the public right-of-way as specified in Section 4.2-135.

The following areas of a lot/parcel shall be landscaped:

1. All required setback areas and any additional planting areas as specified in the appropriate zoning district.
2. Parking lot planting areas required in this Section.

All required landscape planting areas shall have at least 65 percent coverage with living plant materials within 5 years of the date of installation. The living plant materials shall be distributed throughout the required planting area. The planting acceptable per 1,000 square feet of required planting area is as follows:

1. As a minimum, 2 trees not less than 6 feet in height that are at least 2 inches in caliper (at the time of planting, not including root ball); and
2. Ten shrubs, 5 gallons or larger.
3. Lawn and/or groundcover may be substituted for trees or shrubbery, unless required for screening..

All required parking lot planting areas shall include 1 canopy tree at least 2 inches in caliper that meets City street tree standards as may be permitted by the City's *Engineering Design Standards and Procedures Manual* and 4 shrubs, 5-gallon or larger, for each 100 square feet of planting area. Shrubbery that abuts public right-of-way or that is placed in the interior of any parking lot shall not exceed 2-1/2 feet in height at maturity. Parking lot planting areas shall include:

1. Parking and driveway setback areas specified in the applicable zoning district; and
2. 5 percent of the interior of a parking lot, exclusive of any required parking setbacks, if 24 or more parking spaces are located between the street side of a building and an arterial or collector street, and are visible from any street.

All new required planting areas shall be provided with a permanent underground irrigation system except where planted with approved native species or plant communities.

Landscaped setbacks abutting required screening on the same property are exempted from planting requirements if the area is not visible from any public right-of-way or adjacent property.

Planting Installation Standards.

1. The applicant shall provide methods for the protection of existing plant material, which will remain through the construction process. The plants to be saved and the method of protection shall be noted on the Planting Plan.
2. Existing trees to be retained on private property shall not have construction occur within the drip line, unless a landscape architect or certified arborist provides written certification that affected trees will have at least a 90 percent chance of survival over a 5-year period. Trees to be saved shall be kept free from trunk abrasion.
3. The Planting Plan shall include specifications for topsoil, including depth and organic matter requirements, to ensure the health and vitality of required planting. Where planting areas have been excavated, the Planting Plan shall provide for the replacement of topsoil. All waste material shall be removed from required planting areas prior to the application of topsoil.
 - a. Inspection may be made by the Director prior to planting to verify proper rough grade and installation of irrigation systems.
 - b. Plant materials and soil preparation may be inspected prior to or in conjunction with the occupancy inspection to ensure that placement, quantity, size and variety conform to the approved Planting Plan and the requirements of this Section. Nursery tags identifying variety and species shall remain on plant specimens until the Final Building Inspection by the Building Official or the issuance of a Certificate of Occupancy.

Street Trees. Street trees are those trees required within the public right-of-way. Street trees

may be located within planter strips, in individual tree wells within a sidewalk, roundabouts, or medians. In order to meet street tree requirements where there is no planter strip and street trees cannot be planted within the public right-of-way, trees shall be planted in the required front yard or street side yard setback of private property as specified in the applicable zoning district.

A. New Street Trees. New street trees shall be at least 2 inches in caliper. New street trees shall be selected from the City Street Tree List and installed as specified in the City's *Engineering Design Standards and Procedures Manual*.

B. Existing Street Trees.

1. Street Tree Retention Standards. Existing trees may meet the requirement for street trees (i.e., trees on the City Street Tree List specified in the City's *Engineering Design Standards and Procedures Manual* with a minimum caliper of 2 inches) if excavation or filling for proposed development is minimized within the dripline of the tree. Sidewalks of variable width, elevation and direction may be used to save existing trees..

Existing street trees to be retained on private property shall not have construction occur within the drip line, unless a landscape architect or certifies that affected trees will have at least a 90 percent chance of survival over a 5-year period. Trees to be saved shall be kept free from trunk abrasion.

1. Where there is an unimproved street, a 4-foot wide landscaped planter strip shall be required to be set back 1 foot from the property line.

2. Where there is insufficient space for the landscaped strip required in Subsection A., above due to existing buildings, street width, paved parking, changes of elevation or location of utilities including catch basins, the following are acceptable alternatives:

a. Decorative fencing located immediately behind the property line. The fencing may be wrought iron or masonry and shall be subject to the fence height standards of the applicable zoning district and the vision clearance setbacks of Section 4.2-130; and/or

b. Landscaping equivalent to the amount required in Subsection A., above may be placed at the property corners or other areas of the property that are visible from the street.

B. Trash receptacles shall be screened, covered and connected to the sanitary system in accordance with the *Engineering Design Standards Manual*. All outdoor storage areas shall be screened by a structure or enclosure permanently affixed to the ground as specified below:

Unless otherwise specified in this Code, screening shall be required:

1. Where commercial and industrial districts abut residential districts and no approved screening exists;
2. For outdoor mechanical devices and minor and major public facilities;
3. For outdoor storage yards and areas in non-residential districts abutting residential districts along their common property line;
4. For trash receptacles; and
5. For automobile wrecking and salvage yards

Screening shall be vegetative, earthen and/or structural. Screening shall be continuous to at least 6 feet above ground level. The following standards shall apply:

1. **Vegetative Screening.** Evergreen shrubs shall be planted to form a continuous hedge. The 6-foot height standard specified in Subsection B., above shall occur within 4 years of planting. When immediate screening is required where commercial or industrial development abuts a residential use a sight-obscuring fence shall be installed in place of, or in conjunction with the shrubs.
2. **Earthen Screening.** Earthen berms may be used to screen either visual or noise impacts. A berm may be combined with evergreen plantings or a fence to provide screening. . The maximum height of a berm shall be 6 feet along local streets and 8 feet along collector and arterial streets or railroad rights-of-way. Height shall be measured from the base of the berm to the top of the berm and does not include additional fences or landscaping. The exterior face of the berm shall be constructed as an earthen slope. The interior face of the berm may be constructed as an earthen slope or retained by means of a wall, terrace or other means. The maximum slope shall be 1:3. The crest area shall be a minimum of 4 feet wide. The slopes shall be protected by trees and shrubs or groundcover to prevent erosion. Berms shall be irrigated except where planted with approved? native species or plant communities No part of a berm shall encroach into an easement. The toe of a berm over 3 feet in height shall be set back at least 5 feet from any property line, unless when abutting public right-of-way. Berms shall not interfere with the drainage patterns of the property.
3. **Structural Screening.** A fence or masonry wall shall be constructed to provide a uniform sight-obscuring screen.

Specific Screening Requirements

- a. All screening shall comply with vision clearance requirements of Section 4.2-130.
- b. Wherever a required screen in the form of a fence is adjacent to a residential or commercial district or an arterial or collector street, it shall be non-metallic and of an earthen tone unless coated chain link and slatting of an earthen tone are used.
- c. Any commercial sized refuse container or disposal area which would otherwise be visible from a public street, customer or resident parking area, any public facility, adjacent property, or any residential area, shall be screened from view as specified in Subsections 1. and 3., above. All refuse materials shall be contained within the screened area. See also Section 3.2-240D.3.b. for multifamily design standards. This standard does not apply to single and 2-family dwellings.
- d. When abutting a public street right of way outdoor storage areas and yards shall be provided with a 5-foot planting strip as specified in Section 4.4-100.

C. Bicycle parking spaces shall be added to meet the numerical standards for the appropriate use or upgraded to meet the standards specified below:

- a) The required minimum number of bicycle parking spaces for each principal use is 3 spaces. Specific requirements per use are given in Section 4.6-155.
- b) Each bicycle parking space shall be at least 2 by 6 feet with an overhead clearance of 7 feet, and with a 5-foot access aisle beside or between each row of bicycle parking, and between parked bicycles and a wall or
- c) All required long-term bicycle parking spaces shall be sheltered from precipitation. Short-term bicycle parking is not required to be sheltered.
- d) Direct access from bicycle parking spaces to the public right-of-way shall be provided with access ramps, if necessary, and pedestrian access from the bicycle parking area to the building entrance. (6211)

D. Parking and circulation areas shall be provided. Paving, striping and wheel stops shall be installed as specified below. Required paving and other impervious surfaces on the site shall comply with on-site stormwater management standards as specified below:

Off-street parking spaces shall be provided for all new construction and expansion of commercial, industrial, multi-unit residential and public and semi-public uses triggering minimum development or site plan standards. If an existing development is expanded, new parking spaces shall be provided in proportion to the increase only.

If parking has been provided to serve an existing use, the number of parking spaces shall not be reduced if the result would be fewer spaces than required by this Section.

Required parking spaces shall not be used for storage of vehicles or materials. Parking for company motor vehicles that remain on the premises overnight shall be provided in addition to the number of parking spaces required by this Section.

The total requirement for off-street parking spaces is the sum of the requirements for all uses. If the total number of required parking spaces results in a fraction, the fraction shall be rounded up to the next whole number.

Parking spaces in a public right-of-way directly abutting the development area can be counted as fulfilling a part of the parking requirements for a development as follows: For each 18 feet of available on-street parking, there will be 1/2 space credit toward the required amount of off-street parking spaces. The developer is responsible for marking any on-street spaces.

All off-street parking areas shall comply with the ministerial standards of SDC Section 4.6-115.

All parking areas shall conform to the setback, vision clearance, planting and screening provisions of this Code and shall be completed prior to occupancy. Required parking spaces shall be improved as follows:

- A.** All parking areas shall have a durable, dust free surfacing of Asphaltic concrete, Portland cement concrete or other materials as specified in the Building Safety Codes and approved by the Building Official. Parking lot surfacing shall not encroach upon the public right-of-way.
- B.** Drainage improvements shall be provided to dispose of all on-site run-off. Provisions shall be made for the on-site collection of drainage waters to eliminate sheet flow onto sidewalks, public rights-of-way, and abutting private property. All drainage systems shall be approved by the Building Official and shall be constructed in conformance with the Building Safety Codes.
- C.** All parking stalls fronting a sidewalk, alley, street, landscaped area or structure shall be provided with a secured wheel bumper or linear curb not less than 6 inches in height to be set back from the front of the stall a minimum of 2 feet to allow for vehicle encroachment. Wheel bumpers shall be a minimum of 6 feet in length. Curbs shall be constructed in conformance with the Standard Construction Specifications.

EXCEPTION: As an option, the sidewalk or landscaped area may be widened 2 feet beyond the minimum dimension required to allow for vehicle encroachment. A curb not less than 6 inches in height shall protect the widened sidewalks and planter areas.
- D.** Backing into the public right-of-way, other than alleys is prohibited.

E. All spaces shall be permanently and clearly marked. Old striping shall not be visible after being replaced by new striping.

F. Parking areas shall be designed to connect with parking areas on abutting sites within the same zoning district to eliminate the use of the street for cross movements.

G. 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."

H. Parking Spaces For Disabled Persons shall be provided in accordance with the federal ADA standards and the Oregon Structural Specialty Codes.

1. Parking spaces for disabled persons and accessible passenger loading zones that serve a particular building shall be located as close as possible to a building entrance.

2. The number and dimensions of parking spaces for disabled persons shall be as specified in the Structural Specialty Code.

I. Motor Vehicle Parking Space Reduction Credit. Bicycle parking can substitute for up to 25 percent of required vehicular parking. For every 5 non-required bicycle parking spaces that meet the short or long term bicycle parking standards specified in Table 4.6-3, the motor vehicle requirement is reduced by 1 space. Existing parking may be converted to take advantage of this provision.

Stormwater Management

The Approval Authority shall grant development approval only where adequate public and/or private stormwater management systems provisions have been made.

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THIS AREA IS UNDER CONSTRUCTION AND REQUIRES AN ALLOCATION OF RESOURCES NECESSARY TO CREATE NEW ENGINEERING STANDARDS FOR SDC AND EDSPM REVISIONS.

ALSO SEE CRITERION H

E. Access from the proposed development area to the public right-of-way shall comply with Section 4.2-120.

THIS AREA IS UNDER CONSTRUCTION AND REQUIRES AN ALLOCATION OF RESOURCES NECESSARY TO CREATE NEW ENGINEERING STANDARDS FOR SDC AND EDSPM REVISIONS.

4.2-120 Site Access and Driveways

Site Access and Driveways—General.

1. All developed lots/parcels shall have an approved access provided by either direct access to a:

- a. Public street or alley along the frontage of the property;
- b. Private street that connects to the public street system. The private street shall be constructed as specified in Section 4.2-110 (private streets shall not be permitted in lieu of public streets shown on the City's adopted Conceptual Street Plan or TransPlan); or
- c. Public street by an irrevocable joint use/access easement serving the subject property that has been approved by the City Attorney, where:
 - i. A private driveway is required in lieu of a panhandle driveway, as specified in Section 3.2-220B.; or
 - ii. Combined access for 2 or more lots/parcels is required to reduce the number of driveways along a street, 

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2. Driveway access to designated State Highways is subject to the provisions of this Section in addition to requirements of the Oregon Department of Transportation (ODOT) Highway Division [OAR /ORS Chapter Citation](#). Where City and ODOT regulations conflict, the more restrictive regulations shall apply.

C. Driveways shall be designed to allow safe and efficient vehicular ingress and egress as specified in and limited to Tables 4.2-2 through 4.2-5 and the City's *Engineering Design Standards and Procedures Manual* and the Public Works Standard Construction Specifications.

F. Concrete sidewalks shall be installed where the proposed development area abuts a curb and gutter street as specified below:

4.2-135 Sidewalks

- A. Sidewalks and planter strips abutting public streets shall be located wholly within the public street right-of-way
- B. Sidewalks shall be designed, constructed, replaced or repaired as specified in the City's *Engineering Design Standards and Procedures Manual*, the Public Works Standard Construction Specifications and the Springfield Municipal Code, 1997.
- C. Planter strips may be required as part of sidewalk construction. Planter strips shall be at least 4.5 feet wide Maximum planter strip width is dependent upon the type of tree selected as specified in the City's *Engineering Design Standards and Procedures Manual*.
- D. Maintenance of sidewalks is the continuing obligation of the abutting property owner.

G. Streetlights required to serve the development area shall be installed as specified in Section 4.2-145 and as follows:

Street lighting shall be included with all new developments or redevelopment as specified in the City's *Engineering Design Standards and Procedures Manual* and the Public Works Standard Construction Specifications. Existing street lights shall be upgraded to current lighting standards with all new developments or redevelopment. The developer is responsible for street lighting installation costs.

H. The development area shall connect to public utilities as specified in Sections 4.3-105, 4.3-110, 4.3-120, 4.3-125 and 4.3-130 and comply with the Springfield Building Safety Codes, where applicable. Easements may be required as specified in Subsection 4.3-140 for the extension of surrounding facilities on to the subject site?

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4.3-105 Sanitary Sewers CAN IMPROVEMENT AGTS BE USED? NO- Delay requires discretion.

A. Sanitary sewers shall be installed to serve each new development within the city limits and to connect developments to existing mains. Installation of sanitary sewers shall provide sufficient access for maintenance activities and shall comply with the provisions of this Code, with the Public Works Standard Construction Specifications, the City's *Engineering Design Standards and Procedures Manual*, the Springfield Municipal Code, 1997 and Department of Environmental Quality (DEQ) regulations.

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Deleted: B. - The City Engineer shall approve all sanitary sewer plans and proposed systems prior to development approval.¶
¶ C. - Proposed sewer systems shall include design consideration of additional development within the area as projected by the Metro Plan.¶
¶ D. - Proposed developments shall provide dedication and improvements indicated in an adopted Capital Improvements Program or Public Facilities Plan. The developer shall pay a proportional share of the cost according to adopted City Council policy.¶
¶ E. - For proposed developments in unincorporated urbanizable land, the Lane County Sanitarian shall approve all septic system designs.¶

Comment [jpd1]: Placeholder here for discussion of ministerial standards from Engineering. See MDS original Criterion D, Parking Lot Stormwater comments.

4.3-110 Stormwater Management

B. 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 policies set forth in the Stormwater Management Plan and the *Engineering Design Standards and Procedures Manual*. The stormwater management system shall be separated from

any sanitary sewer system. Surface water drainage patterns shall be addressed on every Preliminary Site Plan, or Tentative Partition or Subdivision Plan.

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Utility Provider Coordination

The developer shall be responsible for the design, installation and cost of utility lines and facilities to the satisfaction of the utility provider. All utility lines shall be placed underground.

Water Service and Fire Protection

A. 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.

B. Fire hydrants and mains shall be installed by the developer as required by the Fire Marshal and the utility provider in accordance with adopted Fire Code.

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4.3-140 Public Easements

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A. Utility Easements. The applicant shall 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, as necessary. The minimum width for public utility easements adjacent to street rights-of-way shall be 7 feet. The minimum width for all other public utility easements shall be also be 7 feet. However, the utility provider or the Public Works Director may require a larger easement for major water mains, major electric power transmission lines, sanitary sewer lines, stormwater management systems or in any other situation to allow maintenance vehicles to set up and perform the required maintenance or to accommodate multiple utility lines. Where feasible, utility easements shall be centered on a lot/parcel line.

B. Watercourse or Riparian Area Maintenance Easements. 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 the 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.

I. MDS Major Approval pursuant to Section 5.15-110, Subsection A.3 shall

also meet the following submittal standards in addition to Subsections A. through H:

1. The applicant shall prepare an MDS Site Assessment of Existing Conditions meeting the following standards:
 - a. The plan shall be drawn by a licensed engineer, architect, landscape architect, or land surveyor.
 - b. The plan shall provide the name, location and dimensions of all existing site features including, but not limited to, significant stands of trees, watercourses shown on the Water Quality Limited Watercourse Map and their riparian areas, wetlands, flood designations and slopes.
2. The applicant shall provide an MDS Site Plan meeting the following standards:
 - a. Prepared by a licensed engineer, architect, landscape architect, or land surveyor.
 - b. Proposed building envelopes.
 - c. Location and dimension of proposed landscape areas including percentage of landscaped coverage.
 - d. Required screening*.
 - e. Required street tree location and types.
 - f. Planting list*.
 - g. Dimensions of the Development Area.
 - h. Where applicable, location of existing planned or proposed transit facilities*.
 - i. Area of all property to be reserved, conveyed or dedicated.
3. The applicant shall submit an Improvement and Public Utilities Plan meeting the following standards:
 - a. Prepared by a licensed engineer where utility systems are proposed.
 - b. Location and width of proposed easements.

c. Location and dimensions of all existing and proposed rights-of-way.

d. Location of existing of proposed utilities and infrastructure on or adjacent to the subject site including the following as applicable: stormwater management systems, sanitary sewer mains, power, water mains, gas, telephone and cable connections.

e. Drainage patterns and connection points with supporting documentation to demonstrate the proposed system will function consistent with the City of Springfield *Engineering Design Standards and Procedures Manual*.

Ministerial Site Plan Review

Thursday, June 19, 2014

DRAFT

Item	Timing*	Staffing Resources
Zoning Code Development and Legal Review	3-6 Months*	<p>As general permit activity increases and pending major developments in Glenwood and other areas of the City limit the availability of staff resources for other projects, Council has tasked staff with an inventory and recommendation on the use of staff resources for major projects. In that context, direction from Council is needed to dedicate additional resources to the development of new/revised design standards and code. If council deems this activity a priority, staffing resources will be prioritized and made available to develop these codes and standards.</p>
Transportation Code and Design Standards Development	3-6 Months*	
Storm Water Code and Design Standards Development	6 Months including modeling / testing of new design standards *	
Sanitary Sewer Code and Design Standards Development	3 Months*	
Fire & Life Safety Code Development	3 Months*	

***These items have the potential to be developed concurrently**

AGENDA ITEM SUMMARY

Meeting Date: 7/15/2014
Meeting Type: Work Session/Reg. Mtg
Staff Contact/Dept.: Mark Metzger/DPW
Staff Phone No: 541-726-3775
Estimated Time: 30 Minutes
Council Goals: Mandate

**SPRINGFIELD
PLANNING COMMISSION**

ITEM TITLE: APPEAL OF A DIRECTOR'S DECISION FOR LAURELWOOD SUBDIVISION

ACTION REQUESTED: In work session, staff will brief the Planning Commission on the appeal of a staff decision approving a subdivision tentative plan. In regular session, the Planning Commission will conduct a public hearing and affirm, modify or reverse the Director's decision and shall adopt findings in support of their decision.

ISSUE STATEMENT: Subdivision Tentative Plans are reviewed and approved by staff with public notice and the opportunity for appeal (Type II). Appeals of such staff decisions (called Director's Decisions) come before the Planning Commission for review. A staff decision approving the proposed Laurelwood Subdivision located near the intersection of Ivy Street and S. 55th Place has been appealed.

ATTACHMENTS:

1. Appeal of Director's Decision—Staff Report
2. Staff Report and Decision for the Laurelwood Subdivision Tentative Plan
3. Tamie Yarnall appeal application and supporting documents
4. Barbara Parmenter submission in support of the appeal
5. Comments received during the subdivision comment period
6. Laurelwood Subdivision application and exhibits

DISCUSSION: SDC Section 5.3-115 states that when reviewing a staff decision which has been appealed, the Planning Commission shall consider the Director's staff report and all other evidence presented, including oral and written testimony in making their decision. The Commission may affirm, modify or reverse the Director's decision and shall adopt findings in support of their decision. The Planning Commission may attach conditions as may be reasonably necessary in order to allow the appeal to be granted. The Planning Commission's decision is final.

In work session, staff will provide background that will help Commissioners understand various elements of the appeal. The purpose is not to argue the staff position in advance of the public hearing. The briefing will cover the steps followed in processing the subdivision application and the criteria which were applied in evaluating the proposal.

Attachment 1 is the staff report responding to appeal issues raised by the appellant. Attachment 2 is the original Staff Report and Decision which has been appealed. The report contains the criteria for approval which were applied to the subdivision application and the conditions of approval applied to bring it into conformance with city planning and engineering standards. Attachment 3 is the appeal application and supporting materials submitted by Ms. Yarnall. Attachment 4 is the document submitted by Ms. Parmenter as an intervener in support of the appeal. Attachment 5 is a compilation of all comments received during the comment period for the subdivision. Attachment 6 is the Laurelwood Subdivision application and supporting exhibits.

**Appeal of Director’s Decision
Laurelwood Subdivision—Hayden Homes**



Project Name: Laurelwood Subdivision—Hayden Homes

Appeal Case Number: TYP314-00005

Issue: Hayden Homes has submitted a proposal to subdivide property in southeast Springfield, creating a 65-lot detached single-family subdivision in two phases known as Laurelwood Subdivision. The subject of this appeal is the Director’s approval with conditions of Subdivision Tentative Plan, TYP214-00004, which proposes to create 25 lots as Phase 1. The appellant has submitted eight general issues of appeal.

Project Location: Vacant land located south and west of the intersection of Ivy Street and South 55th Place and north of Mt. Vernon Rd. The development area is about 21.29 acres. The property is identified as Map No. 18020400 Tax lot 313.

Plan and Zoning Designations

Zoning: Low Density Residential

Overlay Districts: N/A

Applicable Refinement Plan: East Main Refinement Plan

Refinement Plan/Metro Plan Designation: Low Density Residential

Processing

Subdivision Application Submitted: March 20, 2014

Decision Issued: May 20, 2014 (Approved with Conditions)

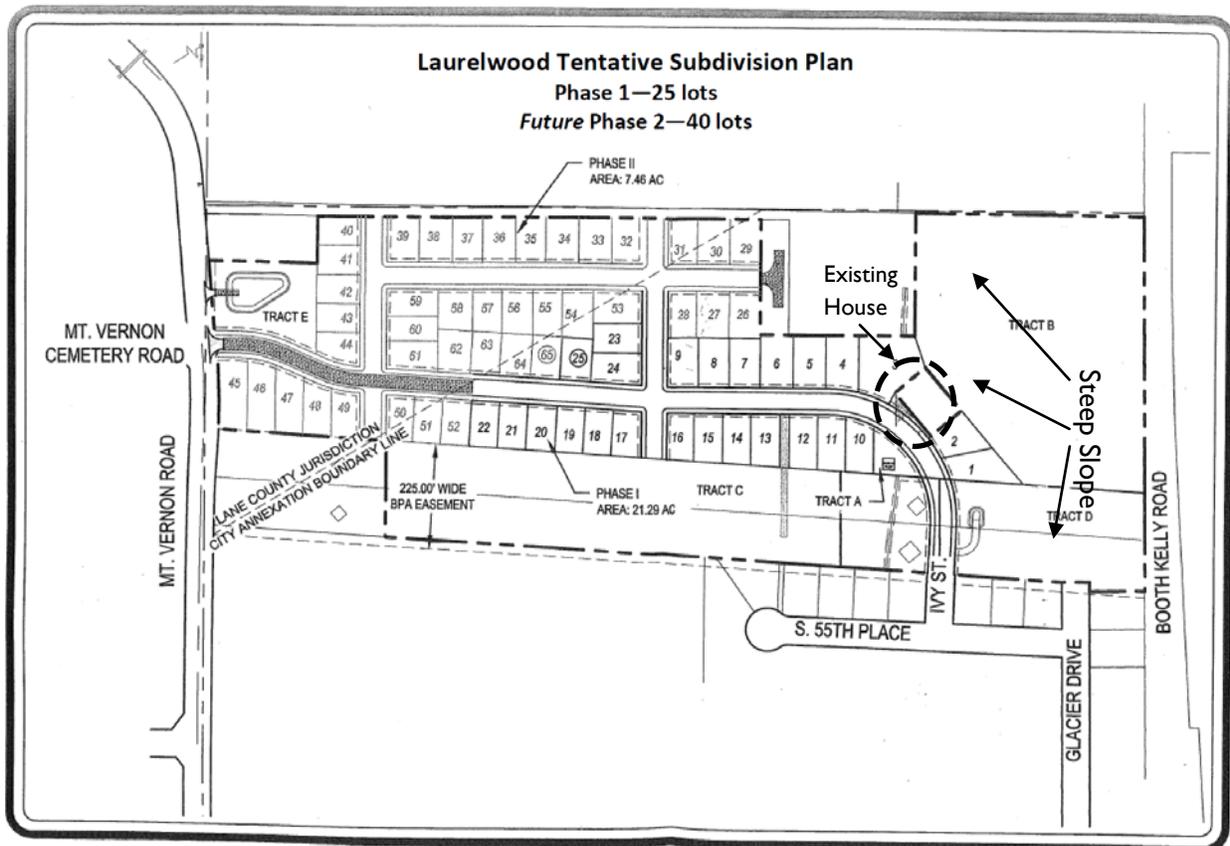
Appeal Submittal Date: June 4, 2014

Appeal Hearing Date: July 15, 2014

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
Building Official	Building	David Bowsby	736-1029
APPELLANT	SUBDIVISION APPLICANT	APPLICANT’S REPRESENTATIVE	
Tamie Yarnall 996 South 55 th Place Springfield, OR 97478	Hayden Homes LLC Jesse Lovrien 2464 Glacier Place, Suite 110 Redmond, Oregon 97756 (503) 888-0985	Cardno Michael Cerbone 5415 SW Westgate Drive, Suite 100 Portland, Oregon 97221 (503) 419-2500	

I. Overview of the Laurelwood Subdivision Proposal.

The Laurelwood subdivision is proposed as a two phased residential subdivision located between Mt. Vernon Road and Glacier Drive, just west of S. 55th Place within the City of Springfield and Lane County. The City/County boundary splits the site in a diagonal north north/south alignment; all development that is a part of this land use request will occur in Phase 1 that is wholly within the City boundaries. A 225-foot wide BPA power line easement extends along the eastern site boundary. The northernmost portion of the site drops sharply about 80 feet in elevation to a wetland at the toe of the slope. The northern edge of the property is bounded by the Weyerhaeuser haul Rd. which is owned by the Willamalane Park and Recreation District. An existing house is located within its own tax lot in the northern portion of the site that is proposed to be retained.



The project includes an extension of Ivy Street into the project with plans to connect to Mt Vernon Road in Phase 2. Additional local streets will extend from Ivy Street and provide access to other lots and adjacent, undeveloped properties. A temporary fire access drive is provided to Mount Vernon Road as a part of Phase I.

The parcel is about 21 acres in size but is constrained by a 225-foot wide BPA Transmission Line easement (Tracts C and D) on the east and an area of steep slopes and wetlands on the northern portion of the site (Tract B). The actual development area is about 15 acres. The BPA easement, sloped area and wetlands are not included in the development area.

Opposition to the proposed subdivision plan has been expressed by many neighbors in the adjoining neighborhood on South 55th Place which will be affected by increased traffic traversing their neighborhood to access the new subdivision. Neighbors have expressed their preference for access to the new subdivision to be accomplished by extending Glacier Street as shown on the Springfield Conceptual Local Street Map, or that the subdivision only take access for Mt. Vernon Rd.

City Engineering staff and applicant's engineers examined the prospects for a Glacier Drive extension as shown on the Conceptual Local Street Map during pre-submittal procedures and concluded that extending Glacier Drive to serve the Laurelwood Subdivision as shown on conceptual transportation plans was not feasible due to slope, wetland and tree preservation issues found on the ground. This appeal staff report highlights the Director's consideration of these and other issues contained in the appeal submitted. This staff report concludes that while the concerns are natural and valid, the Director's Decision addressed the concerns with findings and conditions that support the approval and demonstrate compliance with the applicable development standards of the Springfield Development Code.

II. Procedural Requirements for Processing Appeals of Director's Approvals.

Section 5.3-100 of the Springfield Development Code (SDC) describes the procedures and process for appealing land use decisions. The Laurelwood Subdivision Tentative Plan is classified as a Type II application (SDC 5.12-110). The decision approving the Laurelwood subdivision has been appealed.

SDC Section 5.3-115 provides direction for processing Type II appeals. Section 5.3-115 states:

- A.** Standing to Appeal. Only the property owner, applicant, if different and those persons who submitted written comments within the specific comment period for limited land use decisions, or those persons entitled to notice for non-limited land use decisions shall have standing to appeal the Director's or Hearings Official's decision.
- B.** Filing an Appeal. An appeal application shall be filed with the Director within 15 calendar days of the Director's or Hearings Official's decision.
- C.** Notice. The Director shall provide notice of the public hearing to the property owner, applicant, if different, the appellant and all persons who submitted comments or requested notice of the decision as part of the process leading to the Director's or Hearings Official's decision. The notice of the appeal hearing shall be as specified in Section 5.2-115.
- D.** Review. The review is de novo and the public hearing shall be conducted as specified in Section 5.2-135.
- E.** Decision. The Planning Commission or Hearings Official shall consider the Director's staff report and all other evidence presented, including oral and written testimony in making their decision. The Planning Commission or Hearings Official may affirm, modify or reverse the Director's decision and shall adopt findings in support of their decision. The Planning Commission or Hearing's Official may attach conditions as may be reasonably necessary in order

to allow the appeal to be granted. The Planning Commission's or Hearings Official's decision is final."

Role of the Planning Commission. The Planning Commission responsibility in the matter of the Laurelwood Subdivision Tentative Plan appeal is to "consider the Director's staff report and all other evidence presented, including oral and written testimony in making their decision. The Planning Commission or Hearings Official may affirm, modify or reverse the Director's decision and shall adopt findings in support of their decision" (SDC 5.3-115 E). The Planning Commission will evaluate whether staff fairly and appropriately applied the decision criteria used for approving the subdivision tentative plan (SDC 5.12-125) and issue its own decision about the proposal. **The staff report approving the Laurelwood Subdivision (Director's Decision), with conditions, is attached. The report contains the criteria for approval and includes findings with respect to those criteria.**

Some issues of appeal may not be relevant to the Director's Decision or to the criteria for approving the subdivision tentative plan. In such cases staff has attempted to provide a response if it is at all related to the impact of the subdivision. **Other issues raised which are outside the purview of the City or of this approval process are identified as such and are not addressed.**

Procedural Findings

Finding #1. Standing. The appellant, Tamie Yarnall, submitted written comments to staff concerning the proposed subdivision. In addition, Ms. Yarnall organized a neighborhood meeting to discuss the subdivision proposal with staff and neighbors living near the development. Her participation has given the appellant standing to bring the appeal. In addition, a Barbara Parmenter has submitted comments as an Intervener in the appeal. Ms. Parmenter submitted comments to staff during the review process, qualifying her to participate in the appeal process.

Finding #2. Filing an Appeal. The closing 15-day appeal period was Wednesday, June 4, 2014. The appellant submitted the appeal application to staff at the counter at 4:45 pm on June 4th. The statement from Barbara Parmenter as an intervener in the appeal was received by fax on the afternoon of June 4th as well.

Finding #3. Notice. Notice of the appeal hearing before the Planning Commission was mailed on June 16, 2014 as attested to be affidavit. The notice was sent to all persons providing comment as well as additional residents in the neighborhood. The notice timing and content was consistent with the provisions of SDC Section 5.2-135.

Finding #4. Notice of the appeal hearing was published on July 7, 2014, in the Register Guard, a newspaper of general circulation in the Springfield area.

Finding #5. Review. A hearing before the Springfield Planning Commission was scheduled for July 15, 2014, at 7:00pm in the Springfield Council Chambers at 225 Fifth Street in Springfield. The hearing will be a de novo hearing, allowing new testimony to be heard in addition to the materials that are part of the existing record.

Finding #6. Decision. The Planning Commission shall consider the Director's staff report and all other evidence presented, including oral and written testimony in making their decision. The Planning Commission or Hearings Official may affirm, modify or reverse the Director's decision and shall adopt findings in support of their decision. The Planning Commission or Hearing's Official may attach conditions as may be reasonably necessary in order to allow the appeal to be granted. The Planning Commission's or Hearings Official's decision is final."

Finding #7. The procedural criteria for processing an appeal of a Type II land use decision as outlined in SDC 5.3-115 have been followed.

III. Appellant Issues and Staff Response:

While access through the existing neighborhood is the primary issue, other issues have been raised by the appellant. These issues are summarized below but are included in their entirety in the applicant's issue statement.

Appellant Issue #1. "Unacceptable/partial notification regarding the 300-ft notification of adjacent neighbors."

- There are still neighbors who have not received any of the 4 mailings that the city has sent out for information about Laurelwood. Isn't it Mr. Metzger's job to make sure notification was complete?
- When asked about how the city came up with the 300-ft area, Mr. Metzger showed me and other neighbors at an April 3rd meeting a computer generated "pink bubble" on the land in question. I then asked for and received this document. The document appears to have a larger pink bubble but I cannot prove this since I was only shown the document at the meeting. Regardless, the document I received shows 12 homes in Royal Ridge being notified by the 300-ft. notice sent out on March 24, 2014. In actuality upon asking for and receiving a copy of the mailing labels used for the first mailing, it shows only 4 houses of the 12 were actually notified.
- However, the pink bubble I remember seeing at the April 3rd neighborhood meeting, I only remember seeing 4 1/2 homes inside the pink bubble and I stated so in front of the neighbors and Mark Metzger at the time. Mark asked me for a copy of our neighborhood telephone directory and said he would use this as information for part of a second notification mailing which was sent on April 10th.
- The second notification sent on April 10 still did not include all residents that were 300-ft. from the Laurelwood proposal. I asked for a copy of how these addresses were chosen. I was given a copy of the mailing labels and not a second pink bubble. Again 850 S. 55th Place was not mailed notifications, nor was BPA, Weyerhaeuser, Emerald Isle residents, etc.
- I went to the City and asked Mark Metzger for information about how/what criteria was used in the 300-ft notice area. Mark said it was a computer generated pink bubble. I claimed that it was his job to as supervisor of the project to know before the first mailing who was receiving the information. He should have verified for any errors. At the city I was told they use the actual land boundaries for the 300-ft notification. In this case many many should have been notified and they still have not.

- On May 29, I called and talked to Luke Kinch of BPA and had questions regarding the tower. He asked me to send all three mailings and the application approval notice as he had not seen any of the four mailings from the City.

Staff Response: 300 ft. Notification. SDC 5.2-115 requires mailed notice of pending land use actions to be mailed to “all property owners and occupants within 300 feet of the subject property.” Upon receipt of an application, staff produces a mailing list of owners and residents within 300 feet of the proposed action using a computer mapping system with the capability of identifying owner and resident addresses within the required radius. The computer produces both a set of mailing labels and a map showing the area covered by the 300-ft radius. **The appellant refers to this map of the notice area as the “pink bubble” because of the pink shading used to depict the 300-foot notice area.**

The mailed notice was sent on March 26th. Shortly after the notice went out, the appellant requested staff to attend a neighborhood meeting on April 3rd at a home on S. 55th Place. At the meeting the issue of the inadequate notice was raised to staff. Staff had a copy of the mailing list with an accompanying map (with the pink bubble) showing tax lots within 300-feet of the subdivision. **Upon checking the list of mailing addresses, staff agreed that the notice was insufficient and that there was an error in the process.** At the April 3rd meeting, staff speculated that perhaps the intervening 225-foot BPA power line was responsible for the small number of addresses produced by the computer mapping tool. More likely there was some other flaw in the computer programming that affected this notice.

A second mailing was sent out on April 10th. The mailing covered all of the homes on Glacier Drive, South 56th Street and S. 55th Place, in some instances, far exceeding the 300-ft minimum notice area (See Figures 1 and 2 below). The second mailing was created by hand selecting the tax lots. No “pink bubble” was created by this hand selection process. As mentioned above, the computer generated 300-ft notice area is depicted by a pink shaded area.

The partial notice issue was raised to staff at the April 3rd neighborhood meeting. The appellant asserts that some homes were still not included in the second notice. The appellant asserts that lists two addresses that did not receive the second notice; 850 S. 55th Place and 5548 Glacier Drive.

With each mailed notice, a notarized affidavit is created and a copy of the address labels is attached showing addresses that were included in the mailing. **The affidavit shows that both 850 S. 55th Place and 5548 Glacier Drive were included in the mailing.**

Finding #8. The initial notification of the proposed subdivision was insufficient. Staff provided a timely correction which included all of the residents and property owners on Ivy Street, S. 55th Pl., S. 56th Street and Glacier Drive. The time period for submitting comments was extended accordingly and a neighborhood meeting attended by staff and the applicant’s representative was held to discuss community concerns.

Conclusion: The corrective action taken by staff on April 10, 2014 with respect to the required notice meets the requirements found in SDC 5.2-115.

Appellant Issue #2. Ivy Street and Glacier Drive are both unsafe for entrance and exits of Laurelwood.

- On May 29th I asked Luke Kinch how he felt about the use of Ivy Street as one of the exit streets from Laurelwood. He said normally 50-ft. away from the tower was used, but each case was looked at individually. He said he wasn't happy about Ivy Street being used but could not stop the City. He said he would insist on several conditions to make it work.
- The majority of the Royal Ridge neighborhood does not want Ivy Street used for safety reasons. Especially the Ivy to South 55th to Glacier route. As we have stated in our concern letters, we believe it could be the cause of several accidents and possible death.
- Approximately 6-8 years ago, Barbara Parmenter applied for Wild Goose Landing Subdivision. She was told if she ever wanted to build she would have to extend Glacier Street to connect to the subdivision. She was told Ivy Street was never to be used as it was unsafe. Now, several years later, Hayden Homes applies for the same connection and is told by the City it is the only route to be used as the city now believes Glacier (Ivy) Street is now unsafe. This appears to be discrimination to Ms. Parmenter. This also appears to be a double standard for the neighborhood. Both Ivy and Glacier should be deemed unusable for safety reasons and a new exit/entrance should be found.

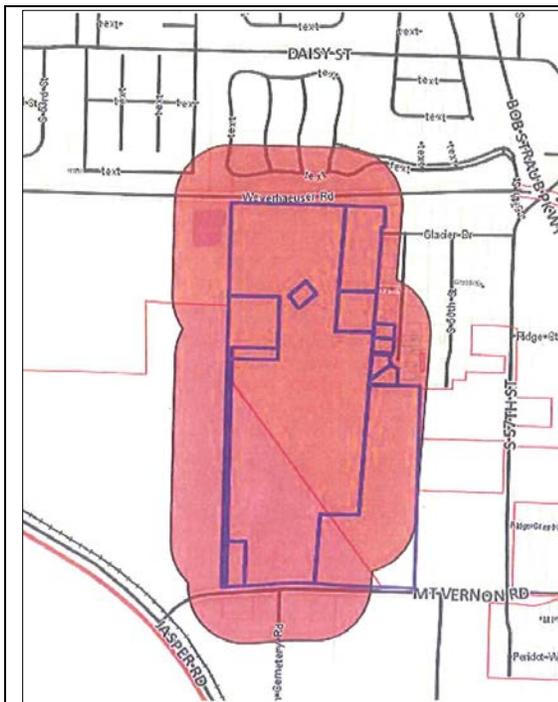


Figure 1. Map showing the 300-ft. notice area as a "Pink Bubble." The computer generated mailing list failed to capture several homes on S. 55th Place. A second mailing was sent to all homes on Glacier Drive, S. 56th Street and South 55th Place.



Figure 2. Map showing the area covered by the second notice. The tax lots highlighted in blue received the second mailing. As the drawing shows, the second mailing exceeded the 300-ft minimum notice.

Staff Response: BPA Easement. BPA has a 225-foot wide easement for towers and transmission lines across the Hayden Homes property. The 300-ft notice was sent to property owners and to residents near the proposed subdivision. BPA is neither a property owner nor a resident and as such did not receive a mailing. Early in staff discussions with Hayden Homes, it was understood that the BPA had been contacted regarding development within the power line transmission easement.

Cardno Engineering, Hayden Homes design consultant, contacted Luke Kinch at BPA in January 2014 concerning the subdivision. **On February 10, 2014, Cardno submitted an application to the BPA for a right-of-way permit which included the same plan set as was submitted to the City of Springfield on March 20, 2014.** Cardno provided staff with an e-mail from Luke Kinch affirming receipt of the application and support materials. In addition to the right-of-way application, there is documentation of additional e-mails and phone call summaries which demonstrates that BPA was well informed of the subdivision tentative plan as submitted to the city for review.

On February 18, 2014, Jordan Bernhardt, Civil Project Designer for Cardno discussed the subdivision plan with Luke Kinch at BPA, and made the following notes of their conversation:

- “BPA understands that the location of the road [Ivy Street connection] cannot be easily changed and they don’t have significant issues with the layout.
 - BPA will likely require a traffic barrier to protect the towers.
- Access/pathways
 - The pathway connection to the eastern neighborhood will need to be designed for HS-20 loading to limit damage from trucks.
 - BPA will likely require a 16’ curb cut/driveway for access to the towers.
 - Ultimate location and actual width TBD by engineering.
 - BPA does not like ponds in easement due to restricting access.
 - North pond should not be an issue because that area is inaccessible already due to the slope.
- Booster pump/water main
 - BPA does not have an issue with the booster pump location.
 - Pump station likely would not be approved under the transmission lines – max building volume is 1,000 cubic feet.
 - BPA is concerned with the location of the water main. Pressure lines within 50’ of the towers require additional protection.
 - Additional protection is typically sleeving across the entire easement.
 - Luke mentioned an HDPE sleeve, but details to be provided by engineering later.
- Moving forward
 - Luke says that the plan is much better than the previous plan they saw and that we should have no problem getting everything approved for construction this year.
 - BPA will hold off on processing application further/sending to engineering until there is more detail.
 - City will ask BPA if there are any significant issues – Luke does not foresee any outside of those already mentioned.”



Figure 3 Existing road and BPA towers on the subject site. The proposed extension of Ivy Street extension follows an alignment very similar to the existing road alignment.

The proposed alignment of the Ivy Street extension follows the existing road alignment. It will pass less than 50 feet from the base of two BPA towers (See Figure 3). Towers located less than 50 feet from local streets and even a state highway can be found near the proposed subdivision. The next set of towers north of the subject site is adjacent to the Emerald Isle Manufactured Home Park. **The Emerald Isle towers are less than 10 feet from a street in the park (See Figure 4).** Continuing north along the same transmission line, the next set of towers are located at the intersection of Main Street and Hwy 126, less than 10 feet from the street (See Figure 5).



Figure 4. The location of the BPA towers at the Emerald Isle Manufactured Home Park, north of the proposed subdivision is located less than 10 feet from a local street.

Upon approval of the Subdivision Tentative Plan, review of the Public Improvement Plan (PIP) for the subdivision will evaluate the construction level details for the street construction, stormwater design,

and the installation of utilities. **At this stage of design, added conditions may be included to protect the existing BPA towers as needed.**

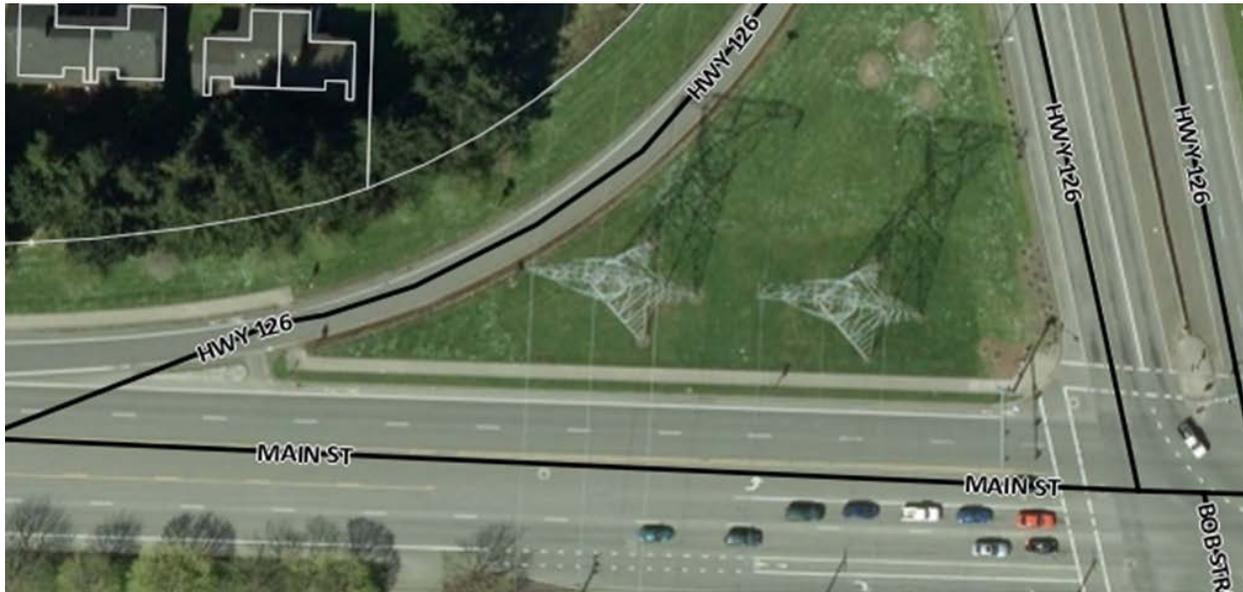


Figure 5 BPA towers at Hwy 126 and Main Street are less than 10 feet from the street.



Glacier Drive Extension. Extending Glacier Drive to access the proposed subdivision was initially considered. The extension of Glacier Drive is shown on the **Springfield Conceptual Local Street Map (see the excerpt from the Conceptual Map at left)**. The map was developed by a consultant in the 1990's to show how transportation connectivity should be established as Springfield grows. While connecting the Royal Ridge subdivision to development to the west and south is anticipated by the Conceptual Street Map, the consultant did not consider the slope of the land at the end

of Glacier Drive when preparing the map.

It is likely that the staff response to Ms. Parmenter's initial development proposal was based on the Conceptual Local Street Map and not on an engineering analysis of the site. Ms. Parmenter hired a geotechnical engineer to evaluate extending Glacier Drive to access the area covered by the Laurelwood subdivision. Ms. Parmenter's consultant came to the same conclusion as City staff and the consultant working for Hayden Homes—extending Glacier Drive to access the new development is not feasible and would likely destabilize the slope and possible impact the wetland at the toe of the slope.

SDC Section 4.2-105 (A) (1.) (b) states, “the Director, in consultation with the Public Works Director, may modify the Conceptual Local Street Map when a proposed alignment is consistent with the street connection standards in Subsection 1.a., above or when existing conditions make application of the Conceptual Local Street Map impractical or inconsistent with accepted transportation planning principles.”

The proposed Ivy Street extension is a more reasonable connection for accessing future neighborhoods to the west and south. Extending Glacier would violate the general provisions for street design listed in SDC Section 4.2-105 (A) (1) by forcing an alignment of Glacier that would cut deeply into the contour of the hill and would likely damage the wetlands found at the base of the slope.

The connection will bring additional traffic into the existing Ivy Street/ S. 55th Pl. neighborhood, but volume of traffic that will be added will not raise the total volume higher than that which is common on other local streets in other neighborhoods. Traffic from the 25 new homes proposed for construction during Phase I of the Laurelwood development will no doubt use Ivy Street, S. 55th Pl and then Glacier Drive to access and egress the area. The slowing and turning movements from Ivy to Glacier on S. 55th Pl will help reduce the speed of new traffic through the area. This will offer a measure of traffic calming. **New residents will need to exercise the same caution in yielding to traffic at intersection of Glacier and S. 55th Place that is expected of current residents.**

Finding #9. BPA was not included in the mailed notice sent to property owners and nearby residents regarding the subdivision. Hayden Homes filed an application for a right-of-way permit with BPA on February 10, 2014, including the same subdivision plan set submitted to the city. The applicant has provided staff with notes summarizing comments made by Luke Kinch regarding the proposal on February 18.

Agencies are contacted separately for their comments as part of the development review process. The BPA is not on our standard list of agencies who receive regular notification of land use applications. In this case, staff understood from Hayden Homes that contact has been made with the BPA regarding the subdivision design.

Finding #10. Staff is concerned about BPA comments with respect to the subdivision. Condition of Approval #6 in the Staff Report and Decision approving the subdivision requires Hayden Homes to obtain written approval for the detention pond/swale within the BPA easement.

Finding #11. Extension of Ivy Street across the BPA easement is required by the topography of the site. The proposed extension follows the alignment of the existing road which passes less than 50 feet from the base of one of the BPA towers. Other towers in the immediate area are located less than 50 feet adjacent streets.

Finding #12. Issues raised by the BPA will be addressed as part of the Public Improvement Planning process.

Finding #13. Extending Glacier Drive to provide future street connections to undeveloped areas in the vicinity of the proposed subdivision is clearly shown on the Springfield Conceptual Local Street Map. The Conceptual Map was prepared without a substantive analysis of the topography. SDC Section 4.2-

105 (A) (1.) (b) states, “the Director, in consultation with the Public Works Director, may modify the Conceptual Local Street Map when a proposed alignment is consistent with the street connection standards in Subsection 1.a., above or when existing conditions make application of the Conceptual Local Street Map impractical or inconsistent with accepted transportation planning principles.”

Finding #14. The proposed extension of Ivy Street to connect to the new subdivision is considered by staff to be a safe and more reasonable connection to make given the steep slope and slope instability found at the end of Glacier Drive as documented by Exhibit F of the Laurelwood Subdivision application submittal. The issue of stability was also raised by the purported findings of a geotechnical engineer hired by Barbara Parmenter in planning for another development for the site which was not built.

Conclusion: Extending Glacier would violate the general provisions for street design listed in SDC Section 4.2-105 (A) (1) by forcing an alignment of Glacier that would cut deeply into the contour of the hill and would likely damage the wetlands found at the base of the slope. The staff decision to extend Ivy Street avoids cutting into a steep unstable slope. The Ivy Street alignment follows the existing roadway across the BPA easement. Design considerations required by the BPA to protect the existing towers are best made during the Public Improvement Planning step in the development process.

Appellant Issue #3. Vision and slope problems for Glacier Street—adding extra cars may not be smart or safe.

- Driving up glacier later in the day, there is a sun problem making vision impossible. The South 55th neighborhood consisting of 19 homes has learned over time to negotiate this difficult, near impossible situation. Mr. Metzger said he would recommend planting trees along the end of Glacier to take care of the problem. The trees would have to be so tall to remedy the problem that BPA doesn't allow trees to be under their power lines. Adding the possibility of 65 homes or even 25 homes, to this vision problem is adding to the unsafe conditions.
- Glacier is extremely steep. Ice and snow makes it so some cars cannot get up the hill. Mark said he could add our street to the City's gravel help route. Will that really remedy the problem for the increase of cars potentially heading up that hill? Is there documentation to show us that?
- Recommending that Ms. Scott cut down her yard plants still will not fix the blind corner problem at Glacier and South 55th. The steepness of the road will still cause a driver to cut the corner when turning onto S. 55th Place. Ms. Scott's plants are really not the fix for this problem. Adding more cars to an already existing problem again seems not smart or safe.

Staff Response: The intersection at S. 55th Pl and Glacier Drive is an uncontrolled “T” intersection. The downhill slope on S. 55th at the intersection with Glacier Drive does have the potential to shorten sight distance and reaction time, particularly if drivers on S. 55th Pl. fail to stop at the intersection with Glacier. The failure to yield to traffic on Glacier at the uncontrolled “T” at S. 55th Pl. is a violation of ORS 811.277(1). Even when there is no stop sign, the law implies a responsibility for vehicles on S. 55th Pl to stop or slow sufficiently to see and yield to traffic on Glacier.

Sun Glare. Staff made several site visits to the Glacier Drive, S. 55th Place, Ivy Street area. On one such visit, staff met with neighbors who were working in their yard at the corner of Glacier and S. 55th Place. The problem of afternoon glare from the sun was discussed. The Transportation Engineer suggested that perhaps planting of trees at the end of Glacier could help mitigate the sun problem. Sun glare is an

existing problem that Hayden Homes is not responsible for. New residents accessing Laurelwood Subdivision will likely experience the same blinding glare and will need to exercise the same driving precautions as existing residents. The appellant may be correct in saying that the planting of tall trees at the end of Glacier may conflict with the BPA easement. The Traffic Engineer did not require the applicant to plant trees at the end of Glacier as a condition for approving the subdivision plan.

Icy Conditions. The Traffic Engineer also discussed the problem climbing Glacier and S. 55th during winter storm conditions. Glacier and S. 55th Place were not on the de-icing route for city road crews. The city uses both gravel and newer chemical de-icing methods to assist residents who live on steep hills. The Transportation Engineer contacted Public Works Operations and has arranged for Glacier and S. 55th Place to be added to the de-icing routes.

Vegetation on the corner. The staff visit to the intersection of Glacier and S. 55th Place revealed other contributing factors which reduce visibility at the corner. One of the items noted was the height of the decorative landscaping on the corner. SDC 4.2-130 requires homeowners maintain a “vision clear triangle” on corners. No visual obstructions, including landscaping, between 2 ½ feet and 8 feet are allowed within 25 feet of the corner. This does not exclude decorative landscaping on corners, but the height of the vegetation must be monitored to maintain clear visibility. Vegetation on the southeast corner of the intersection appears to violate the vision clear triangle. Lowering the height of the shrubs would reduce, but not eliminate the visibility issue. Neighbors complain that residents parking their vehicles too close to the corner also contribute to the problem.

No code enforcement order was issued, but it is hoped that self-management by residents, whether it is vegetation maintenance, or leaving room at the corner when parking vehicles, will help reduce the hazard reported by current residents.

Finding #15. The sloping intersection at the corner of 55th Pl. and Glacier Drive can shorten sight distances for cars making turning movements. The proposed development will add traffic to the intersection, but the volume will remain within the expected numbers for a local street. Observing normal driving precautions such as stopping at the corner as required by law and keeping obstructions out of the “vision clear triangle” as required by City ordinance (SDC 4.2-130) can increase turning safety at the intersection. New residents will need to exercise the same precautions as existing residents at the intersection.

Finding #16. Icy conditions can make it difficult to traverse sloped streets. The city has street routes which it sands and or applies de-icing chemicals during winter road conditions. In response to the concerns expressed about the icing problem, staff has added Glacier Drive to the de-icing routes. The icing problem is not related to the subdivision development. New residents will need to exercise the same precautions as existing residents during icy conditions.

Finding #17. Sun glare is a common problem on east west streets at certain times of year in many neighborhoods. The problem is not related to the subdivision development. New residents will need to exercise the same precautions as existing residents during such conditions.

Conclusion: The intersection of Glacier Drive and S. 55th Pl. presents driving challenges which are common in many areas of Springfield. Whether the issue is short sight distances at an intersection, icy

conditions, or sun glare require driver caution. The proposed subdivision is not responsible for the existing conditions. New residents using S. 55th Pl. and Glacier Drive will be required to use the same precautions as current residents. Efforts of current residents to keep the vision clear zone free of obstructions will help increase safety in the neighborhood.

Appellant Issue #4. Tree Felling Notice.

- There was inadequate notice of the tree felling permit. The permit application should be placed on hold to allow people to submit their concerns.
- The notice said that “some trees” would be removed. Speaking with Mr. Metzger after the notice, he said that he had spoken with a Forest Service person who said that all of the trees would have to be cut down because of the instability of the remaining trees. I have attached a map showing approximately 50 trees (single and small groups) that were left when the Royal Ridge Subdivision was built. They have never blown down.
- Clear cutting trees to make money is just plain savage. Why start a subdivision with everything gone? I would like to see real evidence from the city and several tree specialists proving they must be cut down due to instability. Royal Ridge has proof in the years of the opposite.
- Mr. Metzger said all of the trees are small like a runaway tree farm. I believe that there are plenty of larger trees and several which could be hand-picked for the lots.
- Give Laurelwood its name by saving the trees and giving character to Laurelwood.

Staff Response: Tree-Felling Notice. Notice of the Tree-Felling Permit application was mailed on April 16, 2014 as verified by affidavit. The notice was sent to the same list of addresses prepared for the second subdivision notice mailing (See Figure 2 for the mailing coverage). The notice covered owners and residents on S. 55th Place, S. 56th Street and Glacier Drive.

The appellant was correct in stating that a sentence on the tree-felling application stated that the applicant “proposed to remove some trees...” Standing alone, staff agrees that the statement could be misleading. The applicant was not proposing to remove all of the trees on the 21 acre site, but was proposing to remove the trees within the 13 acre block shown on the map. **The mailed tree-felling notice included a map of the development site showing the general location of the trees which would be removed and those which would be preserved (See Figure 6). Clearly printed on the diagram was the following statement, “Hayden Homes proposes to remove the planted stand of Douglas fir and two isolated stands of trees shown in yellow-green on the map. The applicant contends the removal is required to allow development of the subdivision. The overall site is constrained by the BPA Transmission Line easement and the steep slopes at the north end of the property. The natural stands of oak and other species on the slope and adjacent to the wetland at the base of the slope shall be preserved.”**

Tree-Felling to make money. The proposed tree-felling is required to allow for the grading required to construct streets, infrastructure and 65 home sites. The parent parcel is constrained by a BPA Transmission Line easement and by steep slopes. About 75% of the buildable portion of the site (Figure 6.) is covered by the planted fir stand.

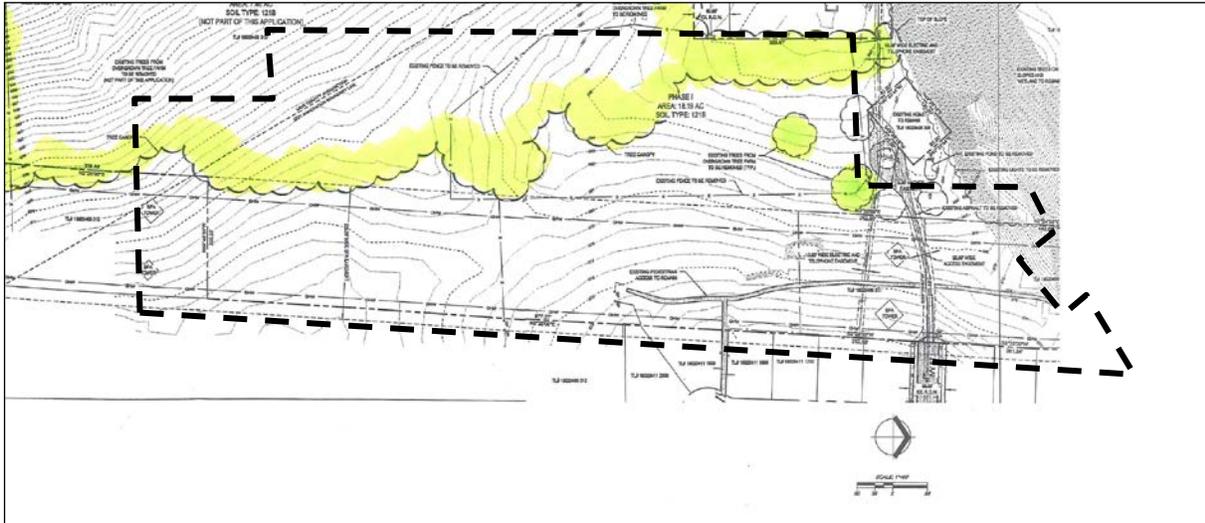


Figure 6. Diagram showing the proposed tree-felling area. The area represents about 13 acres of a 21 acre site. The diagram did not highlight the tree-covered acreage which will be preserved. The developable area for the subdivision is shown within the dashed line. Trees within the area outlined by the green shading are proposed for removal.

In its tree-felling application for Laurelwood, Hayden Homes stated, “specific trees targeted for removal and retention have not been determined at this time.” This makes it difficult to assess whether removal of all of the trees is necessary. The development of streets and supporting infrastructure for this urban density residential development will likely require the removal of the great majority of the tree stand. The danger of windthrow affects the decision to retain some trees on site or to remove the entire stand. Windthrow refers to [trees](#) uprooted or broken by [wind](#). Removing large areas of a tree stand may leave the remaining trees susceptible to windthrow if the remaining trees are at the interior of a stand.

The risk of windthrow to a tree is related to the tree's size (height and diameter), the 'sail area' presented by its crown, the anchorage provided by its roots, its exposure to the wind, and the local wind climate. Some species which have rapid early growth such as lodgepole pine, Douglas fir, larches, ash and sycamore produce large crowns in relation to their root systems. As a result, they are vulnerable to toppling in high winds before their roots systems are extensive enough to provide good stability¹.

The large single tree stand proposed for removal is a monoculture planting of Douglas fir. Douglas fir have rapid early growth with large crowns in relation to their root system. They are among those species which are prone to windthrow. “Forestry Focus” an online forestry newsletter, notes that there is little that can be done to prevent windthrow; there are forestry practices which can reduce its risk. One of the measures cited in the article recommends, “clearfelling stands to windfirm edges where the trees have become more adapted to exposed conditions.”²

Staff contacted the Oregon Department of Forestry office in Springfield to discuss the proposed tree-felling with Marvin Vetter, Stewardship Forester. Staff questioned Vetter about “windthrow” and the

¹ Forestry Focus, <http://www.forestryfocus.ie/growing-forests-3/threats-to-forests/windthrow/>

² Forestry Focus, <http://www.forestryfocus.ie/growing-forests-3/threats-to-forests/windthrow/>

characteristics of the subject site. Vetter brought up the site on his GIS and commented that retained trees should be on the south and western edges of the stand where most of our local winds emanate. **Vetter also indicated that complete removal of the stand was supportable because of the prospect of windthrow, considering of the age and the species of the trees.**

Finding #18. Notice of the Tree-Felling Permit application was mailed on April 16, 2014 as verified by affidavit. The notice was sent to the same list of addresses prepared for the second subdivision notice mailing (See Figure 2 for the mailing coverage). The notice covered owners and residents on S. 55th Place, S. 56th Street, Ivy Street and Glacier Drive. The coverage area exceeds 300-ft.

Finding #19. The statement in the notice the “some trees” on the subject site would be removed is accurate when taken in the context of the entire notice. The notice included a map clearly showing the area where trees would be removed. With the map was a statement stating “Hayden Homes proposes to remove the planted stand of Douglas fir and two isolated stands of trees shown in yellow-green on the map. The applicant contends the removal is required to allow development of the subdivision. The overall site is constrained by the BPA Transmission Line easement and the steep slopes at the north end of the property. The natural stands of oak and other species on the slope and adjacent to the wetland at the base of the slope shall be preserved.” Not all trees on the site were proposed for removal.

Finding #20. The tree felling permit evaluated against the criteria for approving removing trees found in SDC 5.19-125. It was approved separate from the subdivision application. The applicant showed that the removal of the trees more than was approved by staff was necessary to allow for development of an urban density residential development.

Finding #21. The primary area proposed for tree removal is covered by planted a Douglas fir stand. Douglas fir is a species that is susceptible to windthrow, especially younger stands as the one on the subject site. When contacted by staff, a representative of the Oregon Department of Forestry confirmed that that the stand could be subject to wind throw and that only those trees on the south and western edges of the development should be retained. That representative also stated that removal of all of the trees would be justifiable for safety.

Conclusion: The tree felling permit was properly noticed. The permit, which is separate from the subdivision application, met the criteria for approval on the basis that the removal of trees from the site was needed to allow development at city established minimum densities and that the removal of the Douglas fir was justified for safety reasons due to their susceptibility to windthrow.

Appellant Issue #5. Save the integrity of the Royal Ridge Neighborhood/subdivision.

- Give Laurelwood a temporary or permanent second exit somewhere other than Ivy Street. Use Ivy as a last resort emergency exit only but do not use it as a through-way. The City could purchase one of the homes on South 57th Street and use that for a second access/exit for the Laurelwood subdivision, or as a last resort, wait and make the second exit through the property owned by Grafted Gains and exit out on S. 56th Street. The intersection at South 56th and Glacier is flatter and has better sight lines. Overall it is much safer.
- Royal Ridge is a very special and unique subdivision. Because of the very low traffic volume, kids are able to play in the street. Neighbors often spend time visiting with each other in the street.

It has the feel of a long gone neighborhood community feel. Why take this away by having the Laurelwood Subdivision driving through to get home when there are other options.

- Ivy should be used only as an emergency second exit for Royal Ridge to Laurelwood in case of fire or quicker evacuation needs.

Staff Response: Access the subdivision from somewhere else besides Ivy Street.

Staff has considered other alternatives to accessing Laurelwood besides Ivy Street. The appellant and other neighbors have suggested taking access from Mt. Vernon Rd. to the south and not connecting the subdivision to the existing Royal Ridge subdivision.

The existing Royal Ridge subdivision was built with stubbed off streets which were intended for future connections. While connecting to Laurelwood via Glacier is not feasible, Ivy Street is a street stub that already exists and can be used to make the needed connection to the west and south. South 56th Street currently has a street stub which will allow it to connect to the south and perhaps the west (See Figure 7).

Springfield Development Code Sections (SDC) 4.2-105 and 5.12-125 (F) require neighborhood connectivity to shorten travel distances and to provide a more even dispersal of traffic across neighborhoods. In addition, the Springfield Fire Code requires at least two routes of approved access (2010 Springfield Fire Code Appendix D, Section D107.1. The proposed development will have access via Glacier Drive and from 57th street and from Mt. Vernon Rd. The subdivision is also required to provide two stubbed off street connections on the west side and one on the east side of the development for future street development to new and existing neighborhoods (56th Street).

Connection to the subdivision from just Mt. Vernon does not satisfy the requirements of the code, given the option to make a connection to Glacier and S. 57th Street via Ivy Street. The Royal Ridge Subdivision as approved in 1980, probably would not meet current code standards for access which were adopted in 2004. If Glacier Drive was impassable, S. 55th Place, Ivy Street and S. 56th Street would not be accessible to local traffic or to emergency vehicles. The connection to Mt. Vernon Rd. will give residents and emergency vehicles secondary access to the existing neighborhoods.

There will be additional traffic in the neighborhood attributable to the new subdivision. Hayden Homes submitted a Traffic Assessment letter estimating the additional traffic that can expect to be generated by the development. The study concludes that in Phase 1 about 20 new vehicle trips would be generated in the morning “peak hour” and 27 trips in the afternoon “peak hour.” The total number of trips from Phase 1 is expected to be about 258 trips in a 24-hour period. Staff assumes that all Phase 1 traffic will initially use Glacier Drive for access. This number, when added to the existing traffic on Glacier, is consistent with the traffic on other local streets in Springfield.



Figure 7. The highlighted street stubs within the existing Royal Ridge subdivision shows that the development was built with the expectation that it would connect to additional development.

Finding #22. Springfield Development Code Sections (SDC) 4.2-105 and 5.12-125 (F) require neighborhood connectivity to shorten travel distances and to provide a more even dispersal of traffic across neighborhoods. In addition, the Springfield Fire Code requires at least two routes of approved access (2010 Springfield Fire Code Appendix D, Section D107.1).

Finding #23. Extending Glacier Drive to connect to the proposed subdivision would require significant cut and fill on a steep slope which qualified geotechnical engineers have stated is unstable.

Finding #24. The Royal Ridge Subdivision was constructed with street stubs which were intended to provide future connections as growth occurred in the area. These stubs exist today. The proposed subdivision will take access from the Ivy Street stub.

Conclusion: The Royal Ridge Subdivision was built to accommodate expansion. Little growth has occurred since it was originally developed in the 1980s. The proposed connection of Royal Ridge to new development, including the proposed Laurelwood Subdivision is consistent with the Springfield Development Code and Fire Code. The extension of Ivy Street for access to Laurelwood is safe and reasonable.

Appellant Issue #6. The unclear approval says “open up the walking path” under the power lines.

- It doesn't say anything about maintaining it or what does that mean?
- Who takes on the liability if anyone is injured, raped etc. on that pathway?
- Finally after talking with the Royal Ridge Neighborhood, the consensus was everyone thought it would bring more people/theft into our back yards and front yards. We would have to purchase security systems. No one else wants the path opened up.
- The area under the power lines should be cleared of blackberries and noxious weeds up to our back fences. Hayden Homes needs to be directed to maintain all of their property.



Figure 8. Pathway connection to S. 55th Pl.

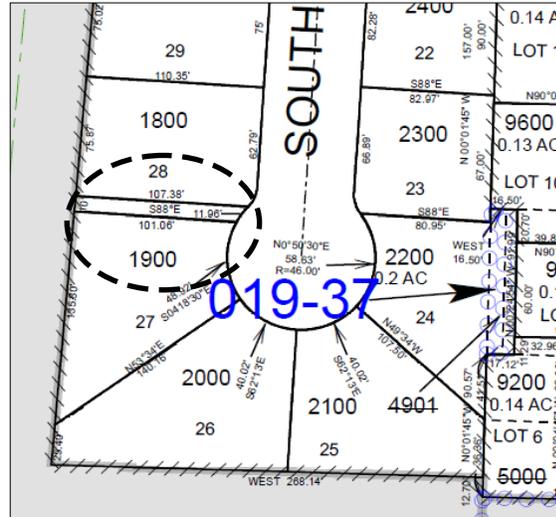


Figure 9. Pathway connection is part of the existing Royal Ridge Subdivision.

Staff Response: Opening up the walkway. The “walking path” mentioned by the appellant refers to the requirement made by staff for Hayden Homes to “clean the existing pedestrian pathway within the BPA Transmission Easement and clear any intruding vegetation.” The pathway is an existing asphalt path that runs north-south beneath the BPA power lines and connects to the S. 55th Place neighborhood. Portions of the path within the BPA easement, on Hayden Homes property, are blocked by blackberries and other overgrowth (See Figures 10 and 12). The conditions of approval related to the pathway are listed below:

“Condition of Approval #1: The developer will clean the existing pedestrian pathway within the BPA Transmission Easement and clear any intruding vegetation to restore full functionality to the pathway.

Condition of Approval #2: The developer will provide a raised crosswalk where the pedestrian pathway crosses the Ivy Street extension. The crosswalk will be ADA compliant and will also calm traffic as it exits the proposed development and enters the existing neighborhood on 55th Place.”

Liability. Liability for accidents on the walkway area is a matter of civil law. It is not the role of the Planning Commission or staff to assess liability. Typically a property owner is liable for accidents on

their property and even on the sidewalk in front of their house. Presumably a similar principle would apply to the pathway on the subject property.

Security. The pathway on Hayden Homes property is located in the middle of the BPA easement. The Laurelwood subdivision will establish a presence on the west side of the BPA easement, just as the Royal Ridge development provides a presence on the east side. Generally, the frequent use of a community walkway by members of the neighborhood, will reduce unwanted activity in the same area. Areas that are unobserved, and seldom used by the public, attract unlawful uses.



Figure 10. Walking path within the BPA Easement. The aerial shows the alignment of the path. The connection with S. 55th Place is less visible, but a paved connection exists.

Existing Pathway Connection. The Royal Ridge subdivision includes a 10-foot wide public right-of-way for connecting to the pathway (See Figures 8 and 9). This connection is not located on Hayden Homes property. Figure 8 shows the termination of the path on S. 55th Pl.

Figure 11. below shows the pathway connection to S. 55th Pl. has been blocked by an extension of a wooden fence similar to that behind the neighboring yards. It is evident that the connection was cut off

prior to Hayden Homes purchased the site (2013). Removal of the fence is required to reopen the right-of-way connection to the pathway.



Figure 11. Fence blocking pathway connection to S. 55th Pl.



Figure 12. Pathway blocked by overgrowth.

Finding #25. The condition of approval requiring Hayden Homes to clean up the existing pathway consistent is proportional and has a direct nexus with city policies requiring neighborhood connectivity and the development of pedestrian facilities.

Finding #26. The Royal Ridge subdivision includes a 10-foot strip of paved pathway which connects to the existing pedestrian pathway that is located within the BPA easement. The strip shows appears to be a public right-of-way on City GIS maps. The 10-foot strip was created as part of the original subdivision, apparently with the intent of connecting to the pathway in the BPA easement.

Finding #27. The Royal Ridge connection to the pedestrian path has been blocked by a wood fence similar to that behind the neighboring yards. Removal of the fence is required to reopen the right-of-way for public use.

Conclusion: The requirement that the pathway within the BPA easement be cleared of obstructions and cleaned up is consistent with city policies. The fence section blocking the public right-of-way that was established with the creation of the subdivision should be removed to reestablish the connection of the pathway to S. 55th Place.

Appellant Issue #7. Insufficient water pressure at Royal Ridge.

- Water pressure measuring 20-30 lbs. is horrific to live with. We who live at the end of South 55th Place have real problems. This is the time for Springfield to step up to the plate and make sure PVC pipe are connected to the Ivy Street connection to help this suffering community.
- Mark Metzger said the new water booster pump installation would give better pressure to Royal Ridge. However after speaking with Scott Higley, on June 1, 2014 at SUB, he told me it would

only help the new subdivision. He said the only way it would help Royal Ridge (and only part of Royal Ridge—12 homes) is if pipe was laid and connected from the booster pump to Ivy Street and small easement section between 970 S. 55th Place and 968 S. 55th Place. I spoke with Jesse Lovrien with Hayden Homes and he said he'd be glad to pay for the engineering costs but would not want to pay the approximately \$2,000 necessary for pipe costs. This cost should be picked up by SUB or the City of Springfield. There have been numerous complaints over the years informing SUB and the City of the water pressure problem.

Staff Response: The issue of water pressure was discussed at a meeting of the Development Review Committee, shortly after the Laurelwood Subdivision application was received. Stemming from the comments received through the development review process, staff imposed the following conditions of approval for approval of the subdivision plan:

“Condition of Approval #20: The proposed development shall require a looped water system from the west end of Ivy Street to Mt. Vernon Road to provide fire flow capacity. It will also require extension of existing water system west in Mt. Vernon Road from Linda Lane to the west edge of the proposed development.

Condition of Approval #21: A booster pump station is proposed by the applicant to address the base water level issue. The applicant shall contact SUB Water Division to discuss the location and construction of the pump station.”

It was concluded that a booster pump would be needed to provide adequate pressure for the new subdivision. The subdivision will be built in two phases. It is anticipated that with the completion of the second phase, a “looped system” will be created. **SUB staff indicated that construction of the new subdivision will not decrease water service to the existing Royal Ridge customers.** City staff understood from the Development Review meeting that that establishment of a looped system may help with water pressure in the area.

The existing water pressure problem was not be created by Hayden Homes, and installation of the required booster pump will ensure that the development will not degrade existing water service to Royal Ridge.

Staff cannot corroborate the appellant’s discussion with SUB staff, but if there is a solution to the Royal Ridge water pressure issue involving Hayden Homes, it must be worked out on a voluntary basis between the neighbors, the developer and SUB. Requiring the developer to fix a pre-existing problem as a condition of approval for the subdivision likely exceeds the bounds of the kind of exactions which a City may require for new development. Federal courts have made decisions which require exactions (conditions of approval for new improvements) have a nexus or causal relationship to the development and that the required mitigations be proportional to the impact of the development. In this case, the conditions of approval require a booster pump to ensure that the new development will have sufficient pressure and that it will not degrade existing water pressure in the nearby neighborhood.

Finding #28. The problem of insufficient water pressure is a pre-existing condition.

Finding #29. Staff, in conjunction with SUB, is requiring the installation of a booster pump built to SUB specifications to service the proposed subdivision (Condition of Approval #20). SUB has indicated that the pump system will provide adequate service to the subdivision. Service to the new subdivision will not decrease the water pressure in the adjacent Royal Ridge neighborhood.

Finding #30. Condition of Approval #21 also requires the proposed development to construct a looped water system from the west end of Ivy Street to Mt. Vernon Road to provide fire flow capacity. It will also require extension of existing water system west in Mt. Vernon Road from Linda Lane to the west edge of the proposed development.

Conclusion: A booster pump designed and installed to SUB specifications will provide the proposed subdivision with adequate water service. The service will not decrease water pressure in the adjoining neighborhood.

Appellant Issue #8. Comments from Barbara Parmenter.

Documentation from Environmental Solutions, provided by Barbara Parmenter, shows that the ground is not stable for a stormwater treatment plant. The documentation proves the ground is not stable for a road or the water plant.

Staff Response: Environmental Solutions Report. The document prepared by the environmental consultant, Environmental Solutions, for Barbara Parmenter is a wetland delineation and a Joint Permit Application dated August 4, 1999. The delineation identifies the location of the wetland at the base of the steep slope on the northern edge of the Hayden Homes property. The Joint Permit Application is a document filed with the US Army Corps of Engineers and the Oregon Department of State Lands to obtain permission to conduct construction activities which would impact the wetland. In this case, the Joint permit was related to the construction of a condominium development south of the wetland. Then property owner, Barbara Parmenter was seeking permission dig a trench through the wetlands to connect to existing water and sewer trunk lines located near Weyerhaeuser Road. No diagram was provided, but it is assumed that the condominiums were proposed for construction on the slope, or at the toe of the slope near the wetland. Existing water and sewer lines are accessible from Ivy Street and Glacier Drive, if the development was proposed for the top of the slope. The Environmental Solutions report did not address slope stability, it only provided information and permitting related to the wetland at the base of the slope.

In a separate submittal on June 4, 2014, Barbara Parmenter included in her comments the following statement: "I had an additional geological report from a gentleman named Gunnar [likely Gunnar Schlieder, a certified Engineering Geologist who practices in the Springfield area], but I have not located the report as yet. In his report, he contended that the North Slope and the lower land was not an alluvial formation but was a slide area..." "Gunnar's report said the slope was unstable and putting water on the slope would cause a slide (Section 10, pages 7 and 8 of Barbara Parmenter's 'Motion for Intervention into Appeal of the Notice of Decision for the Laurelwood Subdivision')."

While staff does not possess the report prepared by Gunnar, his purported findings are consistent with the findings made by consultants for Hayden Homes with respect to the slope at the north end of the subject property. The report supports the decision by city staff not to extend Glacier Drive across the face of the slope to access the subdivision (See Figure 13).

The ground is not stable for a road or water plant. The geotech report referred to by Ms.Parmenter apparently addressed the slope. Hayden Homes contracted with Branch Engineering to prepare a geotechnical report on the Laurelwood Subdivision Site. In its report, Branch Engineering found that **“The steep north-facing slope at the end of the site is a mapped landslide; no development is proposed for the area. The stormwater detention facility proposed near the top of this landslide should be lined to prevent infiltration of water into the slide area”** (Laurelwood Subdivision Tentative Plan Application, Exhibit F—Geotechnical Report, Section 3.2, page 6).

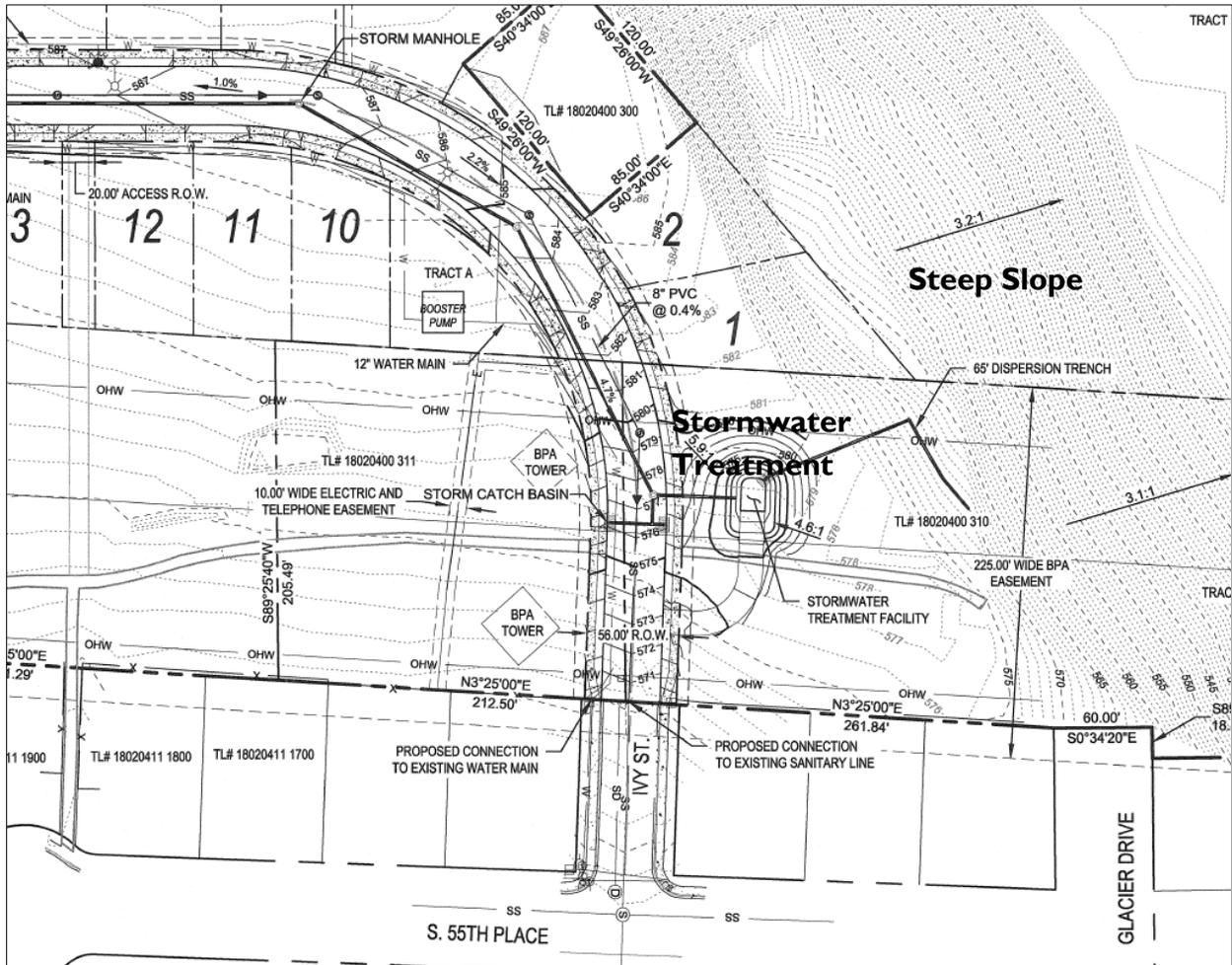


Figure 13. Excerpt from the Laurelwood Subdivision Plan showing the proximity of the Ivy Street extension and the stormwater treatment facility to the north-facing slope.

The proposed use of Ivy Street to access the subdivision is consistent with the findings of the geotechnical report. The final design of the stormwater treatment facility will incorporate the findings of the Branch Engineering report with respect to preventing stormwater infiltration into the slide area.

The proposed Ivy Street extension is setback from the top of slope by 60 feet or more. The setback is sufficient to assure that the road bed will be stable.

The proposed stormwater treatment facility is also set back from the top of the slope. It will be engineered consistent with the findings made in the geotechnical report prepared by Branch Engineering that is referenced above.

Finding #31. Hayden Homes submitted a geotechnical report (Exhibit F of the subdivision application) prepared by Ronald Derrick, Principal Geotechnical Engineer for Branch Engineering. Section 3.2 of the report states “The steep north-facing slope at the end of the site is a mapped landslide; no development is proposed for the area. The stormwater detention facility proposed near the top of this landslide should be lined to prevent infiltration of water into the slide area.”

Finding #32. Section 4 of the Hayden Homes geotechnical report concluded that “the site is geologic and geotechnically suitable for the proposed development provided that the recommendation of this report are incorporated into the design and construction of the project. Our investigation did not reveal any specific site features or subsurface conditions that would impede the proposed building design or construction.”

Finding #33. Section 5 of the report includes several recommendations for inclusion in the construction level design of the subdivision. These recommendations that will be incorporated into the Public Improvement Plan and into the construction design for the individual homes.

Finding #34. Section 5.4 of the report addresses drainage. The report repeats its recommendation that the stormwater detention facility at the north end of the development near the mapped landslide be lined to prevent subsurface infiltration, that it be moved south.

Conclusion: The purported findings of the geotechnical report commissioned by Ms. Parmenter and the report commissioned by Hayden Homes agree that the north slope of the site is unstable. The Hayden Homes report states, “the site is geologic and geotechnically suitable for the proposed development provided that the recommendations of this report are incorporated into the design and construction of the project.” The Hayden Homes report includes recommendations for construction design which will be applied in the construction level detail of the Public Improvement Plan.

Applicant Issue #9. What’s the rush?

This decision affects many lives and the future of Springfield in general. The neighborhood wants to be heard and seen by the Planning Commission.

Staff Response: Consistent with state law (ORS 227.178) quasi-jurisdictional land use decisions are processed within a 120-calendar day period, including appeals. The appeal of the Director’s Decision approving the Laurelwood Subdivision application has provided the appellant an opportunity to come before the Planning Commission.

Finding #35. State law requires land use applications to be processed in a timely manner. ORS 227.178 defines a 120-day limit for processing applications such as the Laurelwood subdivision proposal.

Conclusion: The development review process allows adequate time for gathering public comments, evaluating the subdivision proposal against the established criteria for approval. The community and the developer are entitled to closure on the matter in a timely period as dictated by state law.

IV. Intervener's Issues and Staff Response.

On the afternoon of June 4, 2014, Barbara Parmenter faxed a lengthy document with comments that she was submitting as an "Intervener" in the appeal. The faxed document was titled "Motion for Intervention into Appeal of the Notice of Decision for the Laurelwood Subdivision, File No. TYP214-00004," (Motion). Ms. Parmenter had submitted earlier comments and has standing to include appeal comments. It was apparent from conversations with Ms. Yarnall that she and Ms. Parmenter had been in communication with one another about Parmenter's comments. Ms. Yarnall included documents given to her by Ms. Parmenter in her appeal submittal (See Appellant's Issue #8).

While the applicability of "Intervener" status may not be appropriate in this appeal process, staff has included the Ms. Parmenter's comments and have responded to those comments.

Role of the Planning Commission. The Planning Commission responsibility in the matter of the Laurelwood Subdivision Tentative Plan appeal is to "consider the Director's staff report and all other evidence presented, including oral and written testimony in making their decision. The Planning Commission or Hearings Official may affirm, modify or reverse the Director's decision and shall adopt findings in support of their decision" (SDC 5.3-115 E). The Planning Commission will evaluate whether staff fairly and appropriately applied the decision criteria used for approving the subdivision tentative plan (SDC 5.12-125) and issue its own decision about the proposal. **The staff report approving the Laurelwood Subdivision (Director's Decision), with conditions, is attached. The report contains the criteria for approval and includes findings with respect to those criteria.**

Some issues of appeal may not be relevant to the Director's Decision or to the criteria for approving the subdivision tentative plan. In such cases staff has attempted to provide a response if it is at all related to the impact of the subdivision. **Other issues raised which are outside the purview of the City or of this approval process are identified as such and are not addressed.**

Intervener's Issue #1. Improper court action and inability to protect her property rights.

Sections 1., 2., 3., 4., 5, 6., 7., 8. and 9., (pages 1-7) of Ms. Parmenter's Motion assert that she has a right to intervene in this appeal; that she is a person with disabilities; that her civil rights were violated by unlawful court actions; that she is the victim of discrimination and of hate crimes; and that any person who participates in or who does not stop the crimes against her when they have the ability to do such is also guilty of the crime as well. The Motion also asserts that Ms. Parmenter was never bankrupt and that she was coerced and was not able to protect her property interests in the courts because of her impairments.

Staff Response: Staff has included Ms. Parmenter's Motion for Intervention into the record for Planning Commission review. Hayden Homes provided evidence of legal ownership of the property as required by the subdivision application. In addition, staff researched the chain of ownership for the subject lot on

the Lane County Deeds and Records website, downloading evidence of the legal sale of subject property to Hayden Homes. Ms. Parmenter disputes the legality of the taking of her land and its later sale.

The Planning Commission is not the competent jurisdiction to judge Ms. Parmenter’s assertions set forth in Sections 1-9. The Title Report provided to the City shows no cloud over the current ownership of the property by Hayden Homes.

Finding #36. Hayden Homes submitted with their application, a title report which documents the legal sale of the subject property. Staff has researched the Regional Land use Information Database (RLID) for information about the sale or exchange of the subject property and found evidence of a chain of land sales and ownership changes for the subject property dating back to 2006 (Figure 14). The records show that Hayden Homes is the owner of record for the subject site.

Sales & Ownership Changes

Sale Date	Sale Price	Doc #	Image	Analysis Code	Multiple Accts?	Grantor(s)	Grantee(s)
07/24/2013	\$350,000	2013-41161		K	Yes	UMPQUA BANK	HAYDEN HOMES LLC
09/18/2012	\$270,104	2012-47857		B	Yes	FULLERTON KY	UMPQUA BANK
04/26/2007	\$0	2007-28122		K	Yes	PARMENTER BARBARA K	BARBARA K PARMENTER IRREVOCABLE TRUS
11/14/2006	\$0	2006-82066		K	Yes	BARBARA K PARMENTER IRREVOCABLE TRUS	BARBARA K PARMENTER IRREVOCABLE TRUS

Data source: Lane County Assessment and Taxation

Figure 14. RLID record of land sales and exchanges for the subject property identified as 18-02-04-00 Tax lot 313 on the Lane County Assessor’s Map.

Conclusion: There is credible evidence in the public record that Hayden Homes is the legal owner of the property. It is not the purview of the City nor the Planning Commission to judge the assertions made Ms. Parmenter’s assertions set forth in Sections 1-9.

Intervener’s Issue #2. Stability of the Slope.

Section 10 of the Motion explains that Ms. Parmenter’s family property is located above the wetland that is located at the base of the steep slope at the northern end of the subject property. She relates her experience with the slope stability and the findings of a geotechnical report that she commissioned in the past. Ms. Parmenter stated that the report prepared by a man named Gunnar [likely Gunnar Schlieder, a certified Engineering Geologist who practices in the Springfield area] concluded that the “...North Slope and lower land was not an alluvial formation but was a slide area.” She further stated that Gunnar’s report said the slope was unstable and putting water on the slope would cause a slide.

Ms. Parmenter challenges the location of the stormwater treatment facility on the North Slope, asserting that the location of the facility is an unstable fill area.

Ms. Parmenter also asserts in Section 10 that Branch Engineering, whom she once contracted, “exceeded their estimates for their work... and used wetland delineation reports and soil tests she paid for, and gave them to Hayden Homes.

Staff Response: Hayden Homes commissioned a geotechnical report for inclusion in their subdivision application. Appendix F of the Laurelwood Subdivision application is a geotechnical report prepared by Ronald Derrick, a professional engineer working for Branch Engineering. In his report, Derrick stated, “The steep north-facing slope at the end of the site is a mapped landslide; no development is proposed for this area. The stormwater detention facility proposed near the top of the landslide is recommended to be lined to prevent infiltration of water into the slide area. (Appendix F, page 6.)”

The Hayden Homes report makes a similar finding to the purported finding made by Parmenter’s engineer with respect to slope and makes a recommendation that the proposed detention facility be lined to prevent infiltration of water into the slide area. The subdivision tentative plan, when approved, is followed by the development of construction level plans for the transportation and utility facilities (Public Improvement Plan or PIP). The final PIP design for the stormwater treatment facility proposed near the slope will comply with the geotechnical engineering design recommendation stated in Appendix F.

Ms. Parmenter’s contract issue with Branch Engineering is a civil matter. A wetland delineation, if it is accepted by the Oregon Department of State Lands (DSL), becomes a public document. DSL provides a “letter of concurrence” and a copy of the approved delineation map to the City. These are used to update the Springfield Local Wetland Inventory, which is a public document.

Finding #37. As set forth in Findings # 31-34 of this report, the geotechnical report prepared for Hayden Homes agrees with the finding of Ms. Parmenter’s geotechnical report with respect to the north slope being unstable.

Finding #38. Findings #31-34 also show that Hayden Homes consultant, Ronald Derrick, Principal Geotechnical Engineer for Branch Engineering found that the subject site is suitable for development if the recommendations found in his report are followed.

Finding #39. The Public Improvement Plan process which follows the subdivision tentative plan approval is the proper step in the design process to apply the recommendations included in Hayden Homes geotechnical report.

Conclusion: The purported findings of the geotechnical report commissioned by Ms. Parmenter and the report commissioned by Hayden Homes agree that the north slope of the site is unstable. The Hayden Homes report states, “the site is geologic and geotechnically suitable for the proposed development provided that the recommendations of this report are incorporated into the design and construction of the project.” The Hayden Homes report includes recommendations for construction design which will be applied in the construction level detail of the Public Improvement Plan.

Intervener’s Issue #3. Conceptual Plan.

Section 11 of the Motion describes a response to Ms. Parmenter’s proposal for a subdivision proposal for the subject property when it was under her ownership. She describes a meeting with “Masood” wherein he refused to address the fact that “the Conceptual Plan had streets and roads going over 40 to 80 foot cliffs.” Ms. Parmenter indicated that her engineer “stated he had to design the subdivision

according to what the city required.” Section 11 concludes by saying “I hope for all of our safety and neighborhood continuity that we can all step back and do a better job than what has been done. Obviously neither access is safe or acceptable.”

Staff Response: Masood was a staff member working with development review of transportation facilities in the late 1990’s. Early in the development process it would have been standard procedure to reference the Springfield Conceptual Local Street Map as guidance for planned transportation links throughout the city. The map was, and still is, limited to conceptual transportation connections. It does not take into account specific engineering problems that might face actual development of the streets and roads shown on the map. Glacier Street is shown on the Conceptual Street Map as the location for future connection of the Royal Ridge neighborhood to points east and south. It is conceivable that staff took a literal stance on Glacier Drive extension shown on the map as a means of accessing new development on Ms. Parmenter’s property prior to submittal of a response to the criteria for amendment of the conceptual plan or detailed construction information demonstrating the connection was infeasible.

Hayden Homes consultants and current city staff acknowledge the Glacier Street extension shown on the Conceptual Street Map would cut across the face of a steep and unstable slope. The Laurelwood Subdivision proposes to take access from Glacier Drive, S. 55th Place and Ivy Street Phase 1 of the development. Phase 2 will take access from Mt. Vernon Rd. to the south and allow Phase 1 traffic to use Mt. Vernon as well if residents choose. The Mt. Vernon Rd. connection will provide both the new subdivision and the existing Royal Ridge development a second means of access. Currently, if Glacier is impassible, the neighborhood is not accessible to residents or emergency vehicles.

The safety of the Glacier, S. 55th Place and Ivy Street connection has been addressed in the staff response to Appellant’s Issues #2, #3 and #5.

Finding #40. Extending Glacier Drive to provide future street connections to undeveloped areas in the vicinity of the proposed subdivision is clearly shown on the Springfield Conceptual Local Street Map. The Conceptual Map was prepared without a substantive analysis of the topography.

Finding #41. SDC Section 4.2-105 (A) (1.) (b) states, “the Director, in consultation with the Public Works Director, may modify the Conceptual Local Street Map when a proposed alignment is consistent with the street connection standards in Subsection 1.a., above or when existing conditions make application of the Conceptual Local Street Map impractical or inconsistent with accepted transportation planning principles.”

Finding #42. The proposed extension of Ivy Street to connect to the new subdivision is considered by staff to be a safe and more reasonable connection to make given the steep slope and slope instability found at the end of Glacier Drive as documented by Exhibit F of the Laurelwood Subdivision application submittal. The issue of stability was also raised by the purported findings of a geotechnical engineer hired by Barbara Parmenter in planning for another development for the site which was not built.

Conclusion: Extending Glacier would violate the general provisions for street design listed in SDC Section 4.2-105 (A) (1) by forcing an alignment of Glacier that would cut deeply into the contour of the hill and would likely damage the wetlands found at the base of the slope. The staff decision to extend

Ivy Street avoids cutting into a steep unstable slope. The Ivy Street alignment follows the existing roadway across the BPA easement. Design considerations required by the BPA to protect the existing towers are best made during the Public Improvement Planning step in the development process.

Intervener's Issue #4: Different rules for some people. Inadequate notification. Clear-cutting trees under a misinformed opinion.

Section 12 of the Motion questions why Ms. Parmenter was required to be told that she needed to extend Glacier Drive despite the assessment of Branch Engineering that the west end of Glacier was undermined and unstable. She asserts that the City did not think it was too expensive for her to have to extend Glacier, but it is not financially feasible for Hayden Homes to do so. Ms. Parmenter states "Considering how Hayden Homes knowingly secured the land there appears to be more discrimination against this female developer going on than just in the State Circuit Courts, Oregon Court of Appeals and the U.S. Federal District Court and the U.S. Bankruptcy Court for the District of Oregon by Oregon judicial officials."

In Section 12, Ms. Parmenter further states, "Numerous adjacent property owners were never given the right to review the city's approval because they were never notified. By law, this review must be nullified."

In concluding Section 12 and her Motion statement, Ms. Parmenter states that the City should get involved in correcting the many issues being raised, and not to partake in an act of retaliation by approving the clear cutting of desirable trees under a misinformed opinion. Of the original 52 original large fir trees in Royal Ridge none have fallen as dangerous trees in over 30 years.

Staff Response: Using the literal application of the Conceptual Local Street Map showing an extension of Glacier Drive would not be good planning or engineering given what is known about the condition of the slope. If a developer proposed to extend Glacier today, such an alignment would not have been accepted by current staff given what is known about the slope. There is no discrimination based on gender. If there was staff error, it was in taking a literal stand on a map showing conceptual street connections in the face of engineering evidence that doing so would further destabilize the existing slope.

Finding #43. Extending Glacier Drive to provide future street connections is clearly shown on the Springfield Conceptual Local Street Map. The map was prepared without a substantive analysis of the topography.

Finding #44. SDC Section 4.2-105 (A) (1.) (b) states, "the Director, in consultation with the Public Works Director, may modify the Conceptual Local Street Map when a proposed alignment is consistent with the street connection standards in Subsection 1.a., above or when existing conditions make application of the Conceptual Local Street Map impractical or inconsistent with accepted transportation planning principles."

Finding #45. The proposed extension of Ivy Street to connect to the new subdivision is considered by staff to be a safe and more reasonable connection to make given the steep slope and slope instability found at the end of Glacier Drive as documented by Exhibit F of the Laurelwood Subdivision application

submittal. The issue of stability was also raised by the purported findings of a geotechnical engineer hired by Barbara Parmenter in planning for another development for the site which was not built.

Finding #46. There is no discrimination based on gender in the decision not to extend Glacier Drive to connect to the proposed subdivision. If there was staff error in the 1990's, it was in taking a literal stand on a map showing conceptual street connections in the face of engineering evidence that doing so would further destabilize the existing slope.

Conclusion: Extending Glacier would violate the general provisions for street design listed in SDC Section 4.2-105 (A) (1) by forcing an alignment of Glacier that would cut deeply into the contour of the hill and would likely damage the wetlands found at the base of the slope. The staff decision to extend Ivy Street avoids cutting into a steep unstable slope.

Inadequate Notice.

The issue of inadequate notification is addressed in the staff response to Appellants Issue #1. Staff conceded that the initial notice informing neighbors of the pending subdivision was inadequate. As explained, the process for generating mailing labels for residents and owners is automated and clearly, the list of addresses produced by the normally reliable process did not include several neighbors that should have received the 300-ft notice. When the matter was brought to the attention of staff, a second notice mailing was sent out, covering all neighbors on S. 55th Place, Glacier Drive, S. 56th Street and Ivy Street. In some cases, mailings were sent to addresses more than 700 feet from the subdivision.

After the first mailing, subsequent mailings for the Tree-Felling Permit, the Subdivision Notice of Decision and the Notice of Appeal used the larger address list that was produced for the second mailing. Notarized affidavits attesting to the mailings include a copy of the mailing labels used for each.

Finding #47. The initial notification of the proposed subdivision was insufficient. Staff provided a timely correction which included all of the residents and property owners on Ivy Street, S. 55th Pl., S. 56th Street and Glacier Drive. The time period for submitting comments was extended accordingly and a neighborhood meeting attended by staff and the applicant's representative was held to discuss community concerns.

Conclusion: The corrective action taken by staff on April 10, 2014 with respect to the required notice meets the requirements found in SDC 5.2-115.

Retaliatory Tree-Felling.

The staff response to Appellant's Issue #4 addresses the need for the tree-felling and the issue of notice for the tree-felling permit. Hayden Homes applied for and received a tree-felling permit which preserves trees on and near the slope at the north edge of the subdivision site. The constrained nature of the site limits subdivision development to less than 15 acres of the 21 acre site. About 13 acres were proposed for tree-removal. In processing the tree-felling permit, there was no issue of retaliation. The permit was approved in advance of the subdivision permit being appealed.

Ms. Parmenter submitted comments concerning the subdivision dated April 6, 2014. No mention of an objection to potential tree-felling was expressed. No comment was received from Ms. Parmenter in response to the Tree-Felling permit which was mailed on April 16th.

The need to remove most if not all of the planted Douglas fir stand was carefully considered by staff. It would be preferable to keep small pockets of trees throughout the subdivision. However, research on the problem of windthrow and the particular susceptibility of young stands of Douglas fir to the problem led to a condition of approval for the subdivision plan that limited retention of trees to those which were likely to be “windfirm.” Windfirm trees are those which are on the outer edges of tree stands which are buffeted by winds and develop a root system that sustains them. These trees would likely be located on the south and west edges of the subject tree stand.

In addition, staff contacted Marvin Vetter, Stewardship Forester at the Oregon Department of Forestry’s Springfield office to discuss the issue of windthrow and the characteristics of the subject site. Vetter brought up the site on his GIS and commented that retained trees should be on the south and western edges of the stand where most of our local winds emanate. **Vetter also indicated that complete removal of the stand was supportable because of the prospect of windthrow, considering of the age and the species of the trees.**

The Douglas fir stand will be replaced with homes and yards which have decorative landscaping and trees which are more suitable in scale and growth pattern to an urban setting than the fir trees. In addition to the residential landscaping, street trees are required to be planted under Section 4.4-105 of the Springfield Development Code.

Finding #48. The Tree Felling application is a separate land use action from the proposed subdivision. Notice of the tree felling permit was mailed on April 16, 2014. The notice was sent to the same list of addresses prepared for the second subdivision notice mailing (See Figure 2 for the mailing coverage). The notice covered owners and residents on S. 55th Place, S. 56th Street, Ivy Street and Glacier Drive. The coverage area exceeds 300-ft.

Finding #49. No comments were received by staff opposing the tree removal during the comment period. The Tree-felling permit was approved and issued on May 21. The tree-felling permit was not appealed.

Finding #50. The statement in the notice the “some trees” on the subject site would be removed is accurate when taken in the context of the entire notice. The notice included a map clearly showing the area where trees would be removed. With the map was a statement stating “Hayden Homes proposes to remove the planted stand of Douglas fir and two isolated stands of trees shown in yellow-green on the map. The applicant contends the removal is required to allow development of the subdivision. The overall site is constrained by the BPA Transmission Line easement and the steep slopes at the north end of the property. The natural stands of oak and other species on the slope and adjacent to the wetland at the base of the slope shall be preserved.” Not all trees on the site were proposed for removal.

Finding #51. The tree felling permit evaluated against the criteria for approving removing trees found in SDC 5.19-125. It was approved separate from the subdivision application. The applicant showed that

the removal of the trees more than was approved by staff was necessary to allow for development of an urban density residential development.

Finding #52. The primary area proposed for tree removal is covered by planted a Douglas fir stand. Douglas fir is a species that is susceptible to windthrow, especially younger stands as the one on the subject site. When contacted by staff, a representative of the Oregon Department of Forestry confirmed that that the stand could be subject to wind throw and that only those trees on the south and western edges of the development should be retained. That representative also stated that removal of all of the trees would be justifiable for safety.

Conclusion: The tree felling permit was properly noticed. The permit, which is separate from the subdivision application, met the criteria for approval on the basis that the removal of trees from the site was needed to allow development at city established minimum densities and that the removal of the Douglas fir was justified for safety reasons due to their susceptibility to windthrow. The tree felling permit was not appealed.

IV. Conclusion.

Most of the issues raised by the appellant were considered by staff in its original staff report decision to approve the proposed Laurelwood Subdivision. For example, the appellant asserts that using the Glacier, S. 55th Pl., Ivy Street connection to access Phase 1 of the Laurelwood development is an unsafe approach. The transportation engineering staff does not believe this to be the case. There are existing sight issues at the corner of S. 55th and Glacier, but these can best be remedied by observing the existing driving standards and taking the kind of precautions that are expected of all drivers. Extending Glacier Drive to access the subdivision requires road construction on a steep slope that is unstable. Some issues, such as the issue with sun glare and low water pressure, are existing problems. There may be some measures that can be taken to remedy these existing problems, but the remedies imposed upon Hayden Homes should be limited to the connection of the problem to the new development.

Staff believes that approval of the proposed subdivision, as conditioned in the staff report, is a fair and appropriate application of the approval criteria for subdivision tentative plans.



**Staff Report and Decision Subdivision Tentative--Type II
Laurelwood Subdivision—Hayden Homes**

Project Name: Laurelwood Subdivision—Hayden Homes

Project Proposal: To create a 65-lot detached single-family subdivision in two phases. This application is for Phase I which will create 25 lots.

Case Number: TYP241-00004

Project Location: Vacant land located south and west of the intersection of Ivy Street and South 55th Place and north of Mt. Vernon Rd. The development area is about 21.29 acres. The property is identified as Map No. 18020400 Tax lot 313.

Plan and Zoning Designations

Zoning: Low Density Residential

Overlay Districts: N/A

Applicable Refinement Plan: East Main Refinement Plan

Refinement Plan/Metro Plan Designation: Low Density Residential

Processing

Application Submitted Date: March 20, 2014

Decision Issued Date: May 20, 2014

Decision: Approval with Conditions

Appeal Deadline Date: June 4, 2014

Associated Applications: TYP214-00006 Tree-Felling Permit

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
Building Official	Building	David Bowsby	736-1029
APPLICANT		APPLICANT'S REPRESENTATIVE	
Hayden Homes LLC Jesse Lovrien 2464 Glacier Place, Suite 110 Redmond, Oregon 97756 (503) 888-0985		Cardno Michael Cerbone 5415 SW Westgate Drive, Suite 100 Portland, Oregon 97221 (503) 419-2500	

I. Executive Summary

The Laurelwood subdivision is proposed as a two phased residential subdivision located between Mt. Vernon Road and Glacier Drive, just west of S 55th Place within the City of Springfield and Lane County. The City/County boundary splits the site in a diagonal north north/south alignment; all development that is a part of this land use request will occur in Phase 1 that is wholly within the City boundaries. A BPA power line and easement extends along the eastern site boundary. The property slopes to a high point in the north central portion of the site; steep terrain slopes down to the northwest. An existing house is located within its own tax lot in the northern portion of the site that is proposed to be retained.

The subdivision is proposed as single-family detached lots, with all but Lots 18, 19, 21, 22 and 25 exceeding 6,000 SF in area. Lot widths are between 60-ft to 92-ft and lot depths are between 90-ft and 131-ft. All lots are regular in shape, with no proposed panhandle or flag shaped lots. The project includes an extension of Ivy Street into the project with plans to connect to Mt Vernon Road in Phase 2. Additional local streets will extend from Ivy Street and provide access to other lots and adjacent, undeveloped properties. A temporary fire access drive is provided to Mount Vernon Road as a part of Phase I.

The parcel is about 21 acres in size but is constrained by a 225-foot wide BPA Transmission Line easement (Tracts C and D) on the east and an area of steep slopes and wetlands on the northern portion of the site (Tract B). The actual development area is about 15 acres. The BPA easement, sloped area and wetlands are not included in the development area.

Applicability of the East Main Refinement Plan

In addition to the approval criteria for Subdivision Tentative Plan applications, this proposal is subject to the goals and policies defined within the East Main Refinement Plan. While a more detailed response is provided within the body of this narrative, **the proposed Laurelwood Subdivision, as conditioned, can be made to conform to the approval standards for subdivisions found in SDC Section 5.12-125 and the applicable policies found in the East Main Refinement Plan.**

The East Main Refinement Plan Residential Policy 3 (a) requires the application of the Hillside Development Overlay District to applications for development within Area #1 of the Plan. A small portion of the subdivision is within Area #1 (see Figure 1.). The Hillside Development Overlay District only applies to development on slopes greater than 15% or on land that is greater than 670 feet in elevation. The proposed subdivision does not meet these criteria for applicability since it is below 670-feet in elevation and the average slope within the development area is less than 15 percent. There is a steep slope with a wetland at the base of the slope, on the northern portion of the parcel (Tract B on the Plan). **This area is not part of the subdivision plan and is excluded from the development area.** The Hillside Development Overlay District provisions do not apply to this proposal.

Figure 1. East Main Refinement Plan and Laurelwood Subdivision

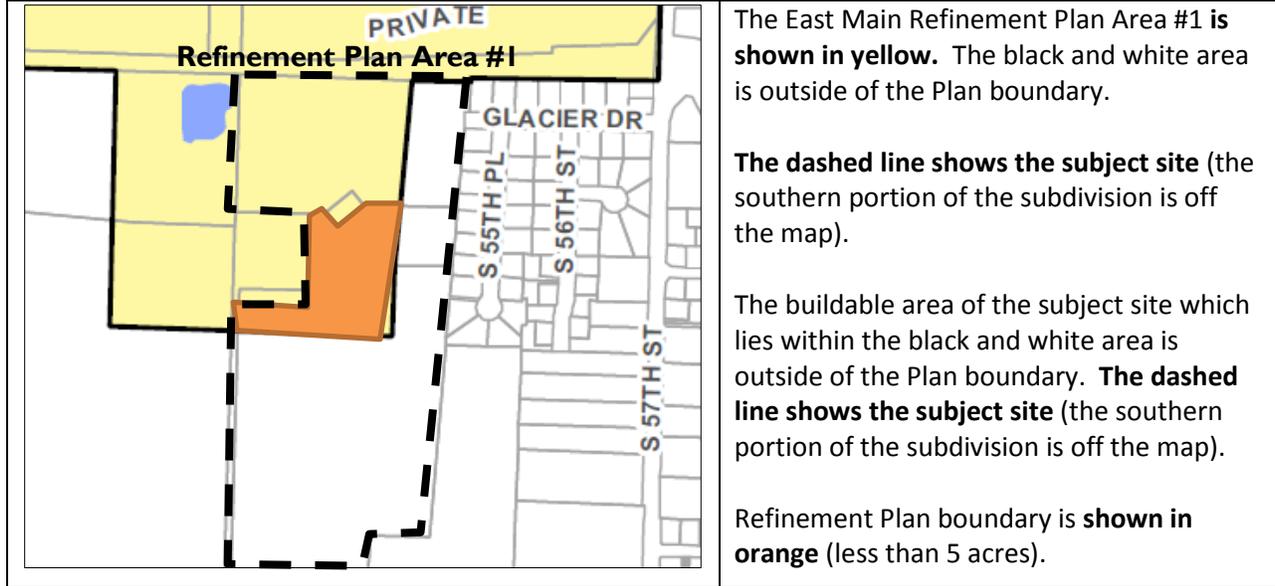
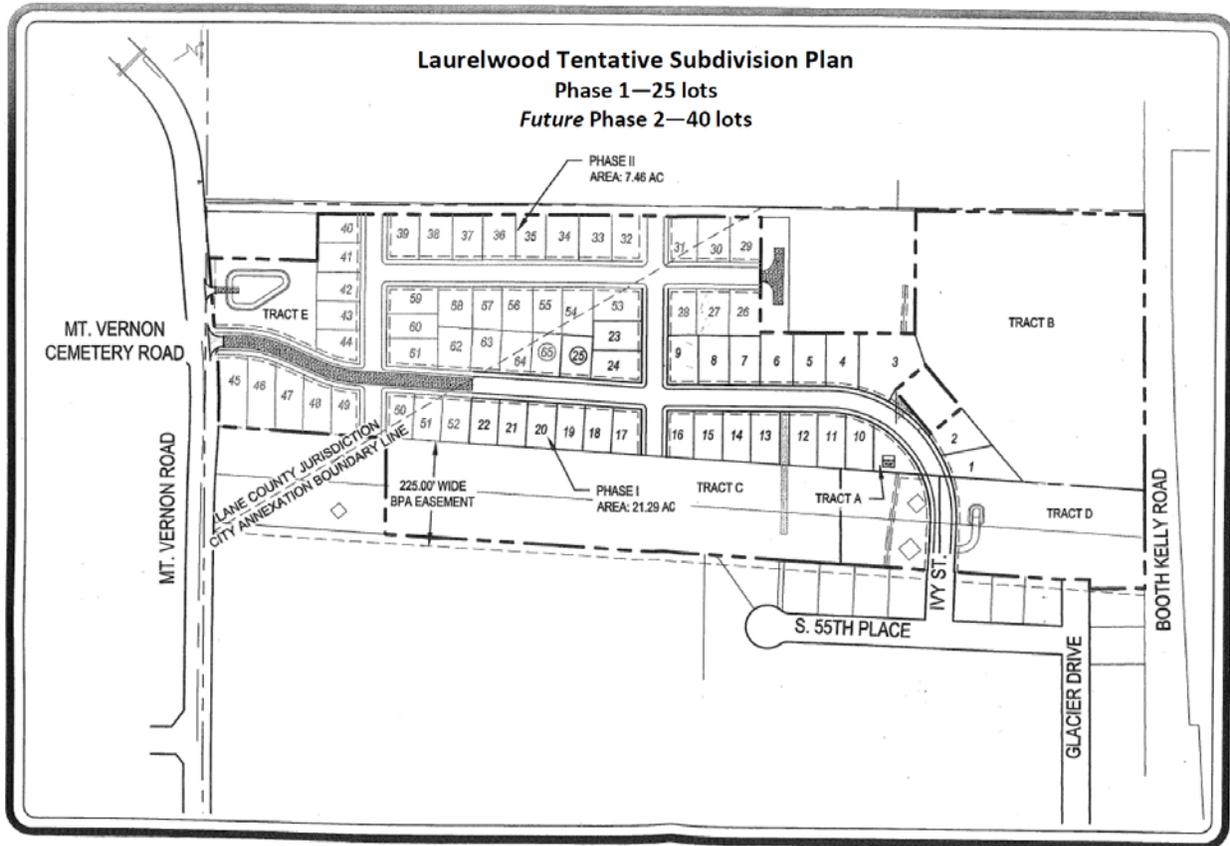


Figure 2. Tentative Subdivision Plan- Phase 1.



The East Main Refinement Plan was adopted in 1988. Policy 3 (d) of the Refinement Plan calls for development proposals in Area #1 of the Plan (see Figure 1) to be accompanied by a “Conceptual Development Plan.” The content of a Conceptual Development Plan is intended to show how infrastructure and transportation facilities for a proposed development will fit into future transportation and infrastructure development in the general area. The East Main Refinement Plan indicates that the Conceptual Development Plan is to be reviewed and approved by the Planning Commission, but not necessarily in a public hearing.

The submission requirements for Subdivision Tentative Plan applications now require applicants to show how a proposed subdivision will integrate with current and future transportation and infrastructure development. In addition, the applicant must show that there is adequate infrastructure capacity to serve the development. Subsequent to the 1988 adoption of the East main Refinement Plan, infrastructure plans have been adopted which show current and future infrastructure connection. Staff and the applicant use these plans to evaluate how a proposed subdivision would be provided services and how transportation connections will be made. As such, the preparation of a duplicative Conceptual Development Plan is unnecessary. Table 1 below lists these plans.

Table 1. Adopted Plans Providing Conceptual Development Guidance

Infrastructure Plan	Content	Adopted or Last updated
Springfield Conceptual Local Street Map	Shows existing and needed future transportation connections.	August 2012
Springfield Transportation System Plan	Shows existing and planned transportation facilities and includes policies guiding how transportation needs will be met in the future.	February 2014
Springfield Stormwater Facilities Master Plan	Shows existing and planned facilities and projects for stormwater management.	October 2008
Springfield Wastewater Facilities Plan	Shows existing and planned facilities and projects for wastewater management.	June 2008
Eugene-Springfield Metropolitan Area Public Facilities and Services Plan	This is a Regional Plan which shows existing and needed water, wastewater, stormwater, and electrical services. The plan lists current and future projects for infrastructure development.	December 2011

The Laurelwood application that was submitted on March 24, 2014, is complete and addresses the current and future connection to local infrastructure and transportation facilities as part of its overall tentative plan. The submittal serves as a conceptual plan for this project.

The Springfield Development Code states that Subdivision Tentative Plan applications are to be processed using a Type II procedure. Type II procedures are reviewed and approved by staff with public notice and the opportunity for public comment. The decision of staff may be appealed to the Planning Commission for review. For this reason, Planning Commission review discussed in the East Main Refinement Plan will occur in the event of an appeal of the staff decision, as required by the Springfield Development Code (SDC 5.3-115).

Opposition to the proposed subdivision plan has been expressed by many neighbors in the adjoining neighborhood on South 55th Place which will be affected by increased traffic traversing their neighborhood to access the new subdivision. Neighbors have expressed their preference for access to the new subdivision to be accomplished by extending Glacier Street as shown on the Springfield Conceptual Local Street Map.

Decision: Based on a review of the proposed subdivision tentative plan against the criteria for approval found in Section 5.1-125 of the Springfield Development Code (SDC), staff has approved the submitted tentative plan, with conditions, as of the date of this letter. The criteria of approval are listed herein and are satisfied by the submitted plans and notes unless specifically noted with findings and conditions of approval. All improvements are required to be installed as shown on the approved plan or as conditioned. Any proposed changes to the tentative plan must be submitted to the Planning Division and approved prior to installation. Public Improvement Plans and the Subdivision Plat must conform to the submitted tentative plan as conditioned herein. This is a limited land use decision made according to city code and state statutes. Unless appealed, the decision is final. Please read this document carefully.

Conditions of Approval:

Condition of Approval #1: The developer will clean the existing pedestrian pathway within the BPA Transmission Easement and clear any intruding vegetation to restore full functionality to the pathway.

Condition of Approval #2: The developer will provide a raised crosswalk where the pedestrian pathway crosses the Ivy Street extension. The crosswalk will be ADA compliant and will also calm traffic as it exits the proposed development and enters the existing neighborhood on 55th Place.

Condition of Approval #3: Prior to approval of the Final Plat, the applicant shall provide a complete, city approved set of construction plans for all public streets and sidewalks as part of the PIP for Laurelwood Phase I.

Condition of Approval #4: The applicant shall work with the owner of the Parmenter property to resolve the access easement issue as directed by the conditions of the easement cited in Finding #16 and in the easement documents.

Condition of Approval #5: Prior to approval of the Final Plat, the applicant shall provide a complete, city approved set of construction plans for all sanitary sewer elements as part of the PIP for Laurelwood Phase 1.

Condition of Approval #6: Prior to acceptance of the final plat, the applicant will obtain written approval for the detention pond/swale within the BPA easement. The applicant shall also provide an access easement for the city of Springfield to ensure future maintenance access to the treatment facility.

Condition of Approval #7: The applicant is required to obtain approval from Lane County for the discharge along Mt Vernon prior to approval of the final plat.

Condition of Approval #8: Prior to approval of the Final Plat, the applicant shall provide all required permits to work in delineated wetlands if required to complete any improvements for the development.

Condition of Approval #9: Prior to approval of the Final Plat, the applicant shall provide a complete, city approved set of construction plans for all stormwater elements as part of the PIP for Laurelwood Phase 1.

Condition of Approval #10: Prior to Final Plat approval, the applicant shall submit a vegetation plan for the stormwater ponds/swales that meet the requirements of the City's interim design standards as required in Section 3.02 of the EDSPM. The City of Eugene stormwater management manual may be referenced for design. This will be done as part of the PIP.

Condition of Approval #11: To ensure a fully functioning water quality system and meet objectives of Springfield's MS4 permit, the Springfield Development Code and the EDSPM, the proposed detention ponds shall be fully vegetated with all vegetation species established prior to approval of City Council acceptance of the Public Improvement Project. Alternatively, if this condition cannot be met, the applicant shall provide and maintain additional interim erosion control/water quality measures acceptable to the Public Works Department that will suffice until such time as the detention pond vegetation becomes fully established.

Condition of Approval #12: The Tentative Plan shall be amended to show the boundaries of wetland M30 as it affects Tract B and D as required by SDC Section 5.12-120 (F)(9). The mapped boundary of M30 shown on the LWI Map is based on a wetland determination and is not a delineated wetland. Given the 200 foot separation of the wetland from the nearest edge of the development envelope, the provisions of SDC Section 5.12-120 (F)(9) may be met by showing the wetland boundary (based on the wetland determination) shown on the LWI. No new formal delineation of the wetland will be required for the purposes of showing the wetland on the Tentative Plan.

Condition of Approval #13: Prior to approval of the Final Plat, and as required in Section 5.12-120 (F)(10) of the Springfield Development Code, the applicant shall submit approved copies of necessary required permits to demonstrate compliance with Federal and State permits.

Condition of Approval #14: Fire apparatus access roads shall be an all-weather surface capable of supporting an 80,000 lb. imposed load per 2010 Springfield Fire Code 503.2.3 and SFC Appendix D102.1.

Condition of Approval #15: Landscaping plans shall show distance of at least three feet or greater from fire hydrants meeting 2010 Springfield Fire Code 507.5.5.

Condition of Approval #16: The applicant will use the emergency vehicle access on Mt. Vernon Rd. for all heavy vehicle construction access to minimize impacts to the existing neighborhood around Glacier Drive and Ivy Street and reduce impacts to the existing roadways.

Condition of Approval #17: The emergency access to Mt Vernon will be provided with a suitable gate and public works lock per Fire Department requirements to be finalized as part of the PIP.

Condition of Approval #18: Easements will be required for any new facilities being installed by SUB: 10' for three phase underground, 7' for single phase underground and 5' for secondary underground (120/240V). Management is looking at possible feeder locations for this subdivision and future subdivisions that may develop to the west (see comments for more detail).

Condition of Approval #19: The following easements shall be required by the SUB Electric Division. Some elements of the planned electrical service to the subdivision will be completed as part of the Public Improvement Plan. As such some of the easement requests require continued discussion between Hayden Homes and SUB Electric:

- An easement will be required along the Weyerhaeuser Haul Road to the NW corner of the property. The applicant shall work with Willamalane Park and Recreation District to obtain the easement.
- SUB is proposing running an overhead line from the NW corner of the subject property, south along the west property line to south of the 70' slope (slope conditions may prevent undergrounding line through slope). SUB could then underground the feeder from this point to the SW corner of lot #31 (Intersection of Holly & S.56th place). This will require Hayden Homes to acquire an easement across tax lot 18-020-04-00 00307.
- SUB is requesting a 10' easement across lot #16 and due east across BPA R.O.W. to the east BPA property line.
- SUB is requesting a 10' easement across the entire south property line.
- SUB has a primary vault located at the NE corner of 920 S 55th Place. Instead of coming across the existing easement south of the BPA towers would SUB be able to acquire a 10' easement along the south side of Ivy Street to the water booster pump. This would be a straight route due west (instead of west, south, west and north using the existing easement). Would there be an issue of the tower footings if SUB wanted to use this route?
- Is Hayden Homes requesting a vacation of SUB's existing easement (Between BPA R.O.W. and Tax lot 00307 to the west)? SUB would need to verify existing easement at this location. If easement exists, vacation of easements needs SUB board approval (present at monthly board meeting).

Condition of Approval #20: The proposed development shall require a looped water system from the west end of Ivy Street to Mt. Vernon Road to provide fire flow capacity. It will also require extension of existing water system west in Mt. Vernon Road from Linda Lane to the west edge of the proposed development.

Condition of Approval #21: A booster pump station is proposed by the applicant to address the base water level issue. The applicant shall contact SUB Water Division to discuss the location and construction of the pump station.

II. PROCEDURAL REQUIREMENTS

SDC Section 5.1-130 of the Springfield Development Code indicates that subdivision tentative plan is a limited land use decision that shall be reviewed as a Type II procedure.

Under a Type II procedure, SDC Section 5.1-130 requires the Director to provide notice of the submittal of the application for a subdivision tentative plan to the property owners and occupants within 300 feet

of the property being reviewed and to the appropriate neighborhood association, if any. Those notified are to be given a 14-day period from the date of notice to provide written comment to the Director. Type II applications are to be distributed to the Development Review Committee for comments.

Finding #1. Notice was sent to owners and occupants within 300 feet of the subject site on March 26, 2014. A second notice was mailed on April 10, 2014 when it was discovered that the initial mailing was received by only a small number of persons. Using GIS to identify owner and resident addresses within a 300-foot radius of the tax lot to be subdivided did not account for the 225-foot BPA Transmission Line easement which separates residents from the proposed subdivision. Consequently, there were only a handful of residents that received the first mailing. The second mailing was sent to all residents and owners on Glacier, South 55th Street, South 55th Place and on Ivy Street.

Finding #2. An informal neighborhood meeting was held on August 3, 2014 in a home on South 55th Place to discuss the proposed subdivision development and the comments that were submitted. Fifteen adults were in attendance.

Finding #3. A second neighborhood meeting was held on Wednesday April 23rd with concerned residents and with representatives of the applicant and City staff. Twenty residents registered their attendance at the meeting which also included the applicant’s representative, and staff.

Finding #4. Letters and e-mails were received from 12 concerned residents. A staff summary and response to these comments are shown in the section below.

Finding #5. A Development Review Committee meeting was held on April 8, 2014 to discuss the proposal and receive comments from participating agencies and various city departments.

Conclusion: The requirements described in SDC Section 5.1-130 for a Type II procedure have been met.

III. SUMMARY OF CITIZEN COMMENTS

<p>Tammara Coleman and Mark Sandefur 820 S. 55th Place</p>	<p>Comment: We support Hayden Homes not extending Glacier St. We oppose granting access through the Royal Ridge Subdivision because of the limited sight distance and blind curves at the corner of Glacier Drive & S. 55th Place and S. 55th Place and Ivy Street. The sun blinds drivers during certain months of the year, increasing the danger at the intersection. We do not believe that the city code requires two means of access and egress. They should add a loop through lots (44, 43, 42, or 40) as Exit #2 [on to Mt Vernon]. With annexation so close, we think it would be fair to make both access roads off of Mt. Vernon Rd. There are about 10 families with school-age children that will be impacted by the additional traffic on Glacier Drive.</p>
<p>Response #1: Springfield Development Code Sections (SDC) 4.2-105 and 5.12-125 (F) require neighborhood connectivity to shorten travel distances and to provide a more even dispersal of traffic across neighborhoods. In addition, the Springfield Fire Code requires at least two routes of approved access (2010 Springfield Fire Code Appendix D, Section D107.1. The proposed development will have access via Glacier Drive and from 57th street and from Mt. Vernon Rd. The subdivision is also required to provide two stubbed off street connections on the west side and one on the east side of the</p>	

development for future street development to new and existing neighborhoods (56th Street).

Connection to the subdivision from just Mt. Vernon does not satisfy the requirements of the code, given the option to make a connection to Glacier and S. 57th Street via Ivy Street. The Royal Ridge Subdivision as approved in 1980, probably would not meet current code standards for access which were adopted in 2004. If Glacier Drive was impassable, S. 55th Place, Ivy Street and S. 56th Street would not be accessible to local traffic or to emergency vehicles. The connection to Mt. Vernon Rd. will give residents and emergency vehicles secondary access to the existing neighborhoods.

There will be additional traffic in the neighborhood attributable to the new subdivision. The applicant has submitted a Traffic Assessment letter estimating the additional traffic that can expect to be generated by the development. The study concludes that in Phase 1 will about 20 new vehicle trips would be generated in the morning “peak hour” and 27 trips in the afternoon “peak hour.” The total number of trips from Phase 1 is expected to be about 258 trips in a 24-hour period. Staff assumes that all Phase 1 traffic will initially use Glacier Drive for access. This number, when added to the existing traffic on Glacier, is consistent with the traffic on other local streets in Springfield.

The intersection at S. 55th Pl and Glacier Drive is described as an uncontrolled “T” intersection. The downhill slope on S. 55th at the intersection with Glacier Drive does have the potential to shorten sight distance and reaction time, particularly if drivers on S. 55th Pl. fail to stop at the intersection with Glacier. The failure to yield to traffic on Glacier at the uncontrolled “T” at S. 55th Pl. is a violation of ORS 811.277(1). Even when there is no stop sign, the law implies a responsibility for vehicles on S. 55th Pl to stop or slow sufficiently to see and yield to traffic on Glacier.

A staff visit to the intersection revealed other contributing factors which reduce visibility at the corner. SDC 4.2-130 requires homeowners maintain a “vision clear triangle” on corners. No visual obstructions, including landscaping, between 2 ½ feet and 8 feet are allowed within 25 feet of the corner. This does not exclude decorative landscaping on corners, but the height of the vegetation must be monitored to maintain clear visibility. Vegetation on the southeast corner of the intersection appears to violate the vision clear triangle.

Wallace and Shirley Reade 975 S. 55 th Place	Comment: There is a blind corner (insufficient sight distance) at the corner of Glacier and S. 55 th Place and S. 55 th Place at Ivy Street. Request that access be taken from an extension of Glacier. Request that construction traffic use Mt. Vernon. Rd.
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Response #2: As discussed in Response #1, drivers on S. 55th Place approaching the uncontrolled “T” intersection at Glacier Drive have a responsibility under the law to stop or to slow down sufficiently to yield to traffic on Glacier. This failure to stop, slow or yield can create a hazard. The proposed subdivision will not change the driving behavior of current residents.

Extending Glacier Drive to access the proposed subdivision was considered. The extension of Glacier Drive was originally shown on the Springfield Conceptual Local Street Map. The map was developed by a consultant to show how transportation connectivity should be established as Springfield grows. While connecting the Royal Ridge subdivision to development to the west and south was anticipated by the Conceptual Street map, the consultant did not consider the slope of the land at the end of Glacier Drive. SDC Section 4.2-105 (A) (1.) (b) states that “the Director, in consultation with the Public Works Director, may modify the Conceptual Local Street Map when a proposed alignment is consistent with the street connection standards in Subsection 1.a., above or when existing conditions make application of the

Conceptual Local Street Map impractical or inconsistent with accepted transportation planning principles.”

The proposed Ivy Street extension is a more reasonable connection for accessing future neighborhoods to the west and south. Extending Glacier would violate the general provisions for street design listed in SDC Section 4.2-105 (A) (1) by forcing an alignment of Glacier that would cut deeply into the contour of the hill and would likely damage the wetlands found at the base of the slope.

The connection will bring additional traffic into the existing Ivy Street/ S. 55th Pl. neighborhood, but volume of traffic that will be added will not raise the total volume higher than that which is common on other local streets in other neighborhoods. Traffic from the 25 new homes proposed for construction during Phase I of the Laurelwood development will no doubt use Ivy Street, S. 55th Pl and then Glacier Drive to access and egress the area. The slowing and turning movements from Ivy to Glacier on S. 55th Pl will help reduce the speed of new traffic through the area. This will offer a measure of traffic calming. New residents will need to exercise the same caution in yielding to traffic “T” intersections that is expected of current residents.

Terri Higgins, P.E.
896 S. 56th Street

Comment: Insure that construction traffic will take access from Mt. Vernon. Do not take access from Ivy or Glacier, take it from Mt. Vernon. If access is necessary using Ivy makes more sense than using Glacier. The increased turn movements may slow traffic or encourage more residents of Laurelwood to use Mt. Vernon. It also appears that access from the end of Glacier would most likely cause a significant amount of environmental damage to the wetlands which I oppose.

Response #3: Taking access from Mt. Vernon Rd. alone and not connecting the proposed subdivision would leave the Royal Ridge subdivision disconnected from future development to the west and potentially to the south. SDC 4.2-105 and 5.12-125 (F) require neighborhood connectivity to shorten travel distances and to provide a more even dispersal of traffic across neighborhoods. In addition, the Springfield Fire Code requires at least two routes of approved access (2010 Springfield Fire Code Appendix D, Section D107.1. At present, Glacier Drive is the only means of access to S. 55th Pl and S. 56th Streets, as well as homes on Glacier itself. Some residents have stated that during recent winter driving conditions, some residents were forced to park at the bottom of the hill and walk to their homes. Having an alternative access with a lesser slope would give residents and first responders a secondary access to the Royal Ridge neighborhood.

Brian Keiler
S. 56th Street

Comment: The subdivision would cause a huge increase in traffic through our quiet neighborhood. Why isn't the entrance off of Mt. Vernon Rd.? Why was this notice only sent to homes on Ivy instead of the entire neighborhood?

Response #4: As shown in the applicant's traffic impact assessment, the 25 new homes in Phase 1 of the subdivision would access and egress the area via Ivy Street, S. 55th Pl and Glacier Drive. The about 20 new vehicles would be added to the morning peak hour traffic (7-9AM). About 27 would be added to the afternoon peak hour traffic (4-6PM). This is a relatively minor increase in traffic over each of the two hour windows of the heaviest traffic in the neighborhood. The overall traffic volume in the neighborhood would remain within the norms for local street traffic.

The initial mailed notice of the subdivision was mailed on March 26th to residents and owners within 300 feet of the proposed subdivision as required by the City Code. The intervening 225-foot wide BPA

<p>Transmission Line corridor dramatically shortened the computer generated list addresses that were identified for the mailing. When residents raised the issue, staff moved to correct the situation on April 10th with a second mailing to all homes on Ivy Street, S. 55th Place, 56th Street and Glacier Drive down to 57th Street. The deadlines for submitting comments were also extended and a neighborhood meeting was arranged (April 23rd) to allow residents the opportunity to discuss their concerns and submit comments.</p>	
<p>Thomas Schulke 36333 Peel Ln. (850 S. 55th Place), Springfield</p>	<p>Comment: My primary concern is the dramatic change in traffic and how that will affect livability, safety, property values and rental values the traffic is routed through Ivy Street. The streets are not configured to handle large traffic volumes, especially with on-street parking. I would suggest extending Glacier or coming off of the Weyerhaeuser Haul Rd. to the north.</p>
<p>Response #5: As noted in Responses #1 and #4, it is recognized that Phase 1 of the development will add traffic to affected neighborhood. The total volume of traffic, including the added vehicles from the new subdivision, will not exceed the acceptable volume range for local streets with the same configuration and parking as found on S. 55th Pl and on Glacier Drive.</p>	
<p>Rob Gilliam 949 S. 56th Street</p>	<p>Comment: Glacier is very narrow. When cars are parked on both sides it is almost to pass traffic going in the opposite direction. The steepness of Glacier makes it difficult to spot oncoming cross traffic as you leave S. 56th to turn onto Glacier. Increasing traffic will make it worse. I would appreciate delaying the subdivision until access can be taken from Mt. Vernon Rd.</p>
<p>Response #6: Please see Responses #1 and #4.</p>	
<p>Kelly Hickman 897 S. 55th Place</p>	<p>Comment: The blind corner is a problem, particularly in the afternoon when the sun is in the west and the glare blinds you. During icy conditions, its necessary to gun the engine to get up the hill and sometimes you can't get up the hill. I propose that extending Glacier would be safer than using Ivy.</p> <p>There are a lot of kids who live on the hill, at least 20. Many of them play outside in the street. With the low volume of traffic now, it is relatively safe for the kids. Increasing traffic will change that.</p> <p>I proposed that Hayden Homes sacrifice one or two of their larger lots to create a park for children. The park could be an amenity for Hayden Homes buyers. I would be willing to volunteer to help make the park happen.</p>
<p>Response #7: Please see Responses #1, #3 and #4. On April 30, staff asked Willamalane staff if the District would be interested in establishing if Hayden Homes was willing to donate land within the BPA Transmission Line corridor. Willamalane responded indicating that they might be interested if the subdivision was redesigned to create a park outside of the BPA corridor. Given the percentage of the Hayden property that is already constrained by steep slopes and by the BPA Transmission corridor, requiring still additional land to be dedicated to a neighborhood park is beyond the City's power to levy proportionate exactions to offset the impact of development.</p>	
<p>Kimberly Scott 5563 Glacier Drive</p>	<p>Comment: The impact of the increased impact should be considered. There are a number of children who walk to a bus stop at the end of 57th and Glacier. This is already a questionable spot. Additional traffic could</p>

	<p>make it more dangerous. We want to preserve our property values. Why can't Hayden Homes put in their own access and egress? I'm concerned about runoff from the development and the impact of and the effect of felling those trees on the northern hillside. I do not welcome suggestions that I remove some of my landscaping to provide higher visibility. I object to building more low income housing in the area, but if it must be, they should build their own ingress and egress.</p>
<p>Response #8: Please see Responses #1, #3 and #4. Hayden Homes's target market seems to be younger families and retirees seeking to downsize. The proposed subdivision is market rate and not "affordable housing" which typically is built with public or non-profit subsidies. Hayden Homes is paying for access to both Ivy Street and for Mt. Vernon Rd. Connection to both streets is a requirement of the city.</p> <p>Hayden is proposing a stormwater collect system that is consistent with city engineering requirements. Detention and infiltration facilities are shown in the subdivision plan which will collect, pretreat and gradually release runoff from the site. Much of the water will be infiltrated into the ground through the proposed system.</p> <p>SDC 4.2-130 requires homeowners maintain a "vision clear triangle" on corners. No visual obstructions, including landscaping, between 2 ½ feet and 8 feet are allowed within 25 feet of the corner. This does not exclude decorative landscaping on corners, but the height of the vegetation must be monitored to maintain clear visibility at intersections. This is a matter of safety which is not related to the construction of additional homes in the area.</p>	
<p>Bonnie Gillham 907 S. 55th Place</p>	<p>Comment: Using Ivy as the main exit is the worst choice due to the snarled traffic it would cause. It would add 40-50 cars traveling on 55th Street S. at least 3-4 times per day. I request that a Transportation Impact Analysis be done to confirm this is a poor choice. Using Ivy was refused for the previous development. I wonder if the developer is just trying to save money. The turn from Glacier onto S. 55th is a blind corner, which adds to the safety issue. I'm also concerned that the wetlands would be affected by this development.</p>
<p>Response #9: There will be additional traffic in the neighborhood attributable to the new subdivision. The applicant has submitted a Traffic Assessment Letter estimating the additional traffic that can expect to be generated by the development. The analysis was prepared by Kittelson and Associates, a transportation engineering firm. The study concludes that in Phase 1 will about 20 new vehicle trips would be generated in the morning "peak hour" and 27 trips in the afternoon "peak hour." The total number of trips from Phase 1 is expected to be about 258 trips in a 24-hour period. Staff assumes that all Phase 1 traffic will initially use Glacier Drive for access.</p> <p>Kittelson staff walked the site to evaluate the extension of Glacier Drive as the primary connector to the proposed subdivision. The Kittelson report states, "Based on field observations, geotechnical analysis, and conversations with City staff, the project team concludes that topographic challenges effectively preclude the planned Glacier Drive Extension. In lieu of Glacier Drive construction, Ivy Street will be extended from S. 55th Place to the west and south to provide a north-south connection through the site."</p> <p>The Ivy Street connection is a less expensive alternative to the extension of Glacier Drive. The Ivy Street connection is the preferred connection by the City given the extensive cut and fill that would be</p>	

required to extend Glacier Drive across and up the steep slope that drops quickly to the Weyerhaeuser Haul Road. In addition to the environmental impacts such hillside engineering would have on the slope and the wetlands at the toe of the slope, such an alignment is contrary to the East Main Refinement Plan Residential Policy 3 (c) which specifically applies to Area #1 and the slope in question. Policy 3 (c) states, "Transportation and access shall be designed to be sensitive to the terrain and recognize City and regional transportation needs." This policy recognizes the need for both connecting the neighborhood to larger street network in the area, but also the need to avoid unnecessary degradation of the slope.

Curt and Doris Lantz
967 S. 55th Place

Comment: The BPA easement on the east side of the development placed most of the concerned homeowners outside of the required 300-ft. notice. This is unjust. The development uses Ivy Street as the primary access for the first phase of 25 lots. This is an unsafe and inadequate route. The original "safe plan" included an extension of Glacier to provide access to the new development that would not endanger children on Ivy and S 55th Place.

Response #10: As discussed in Response #4, the initial mailed notice of the subdivision was mailed on March 26th to residents and owners within 300 feet of the proposed subdivision as required by the City Code. The mailing list is computer generated based on the addresses and ownership records maintained by Lane County. The intervening 225-foot wide BPA Transmission Line corridor dramatically shortened the computer generated list addresses that were identified for the mailing. When residents raised the issue, staff moved to correct the situation on April 10th with a second mailing to all homes on Ivy Street, S. 55th Place, 56th Street and Glacier Drive down to 57th Street. The deadlines for submitting comments were also extended and a neighborhood meeting was arranged (April 23rd) to allow residents the opportunity to discuss their concerns and submit comments.

Barbara Parmenter
5409 Ivy Street

Comment: Enclosed is a copy of the easement running from the end of Ivy Street to the Parmenter Living Trust's, and other entities, property where I reside. This is not a public easement. The development plan for the Laurelwood Subdivision has Ivy Street extending over the trust's easement for public use. This issue should be resolved before the subdivision is approved. Does the City have preliminary CC&Rs? What provisions will be made to ensure that utilities and service will be continued and that I will not be required to pay additional hook-up fees? How will stormwater service be provided to the existing 5409 Ivy Street residence?

Response #11: The title report for the subject property references the access easement. The applicant submitted copies of Reception Nos. 9507275 and 9508222 which were recorded at Lane County in February 1995. Paragraph 2—Grant of Easement, states that the easement is "...an irrevocable, non-exclusive easement over and across the existing roadway described as Parcel I." The language clearly states that the easement is not non-exclusive. Paragraph 6—Condemnation: Dedication, states, "If the parties are requested by an appropriate governmental jurisdiction to dedicate Parcel I for public use, or if one of the parties so requests, such a dedication, each party shall promptly execute and deliver instruments conveying their respective interests in Parcel I for such purposes." See Findings #16, #17 and #18.

The provisions of the easement documents show that Hayden Homes may choose to request a dedication of the roadway for public use, and or the city may request the dedication of the roadway for public use. The proposed subdivision tentative plan includes plans to establish a street within the

general alignment of the existing roadway. Dedication of the streets built to serve both the Parmenter residence and the new subdivision will be dedicated to the City for public use. Continued access to the Parmenter property during construction shall be required, as will continuity of other utilities. Condition of Approval #4 in this report requires Hayden Homes to initiate a process for resolving the easement issue pursuant to the provisions of easement documents.

The title report also shows that Barbara Parmenter signed an “Improvement Agreement and Application for Sewer Hookup” on Nov. 2, 1993. With the agreement, Ms. Parmenter paid \$1,734 for a sewer hookup. The agreement is clear that the payment “does not include the cost of the 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 1993 prepayment of \$1734, is a “payment in lieu of assessment” which if assessed today would cost Ms. Parmenter about \$8,000 at today’s rate. If the existing home has a working septic system, the owner will not be compelled to connect to the sewer. The City is willing to work with the owner to locate the lateral stub to provide the easiest future connection to the sewer.

The subdivision tentative plan includes stormwater management plan which describes the collection and conveyance of runoff to two separate detention swales; one on the northern edge of the subdivision and the other on the southern edge. The stormwater plan was prepared by a professional engineer. The proposed stormwater management design and facilities have been reviewed and approved by staff in the tentative subdivision plan. Additional details for the stormwater facilities will be fleshed out as part of the “Public Improvement Plan” which has yet to be submitted.

Tamie Yarnall and Mark Huisenga
996 South 55th Pl.

Comment: Staff did know or should have known that the 225-foot BPA easement between the development and the neighborhood would reduce the number of neighbors would receive the 300-foot notice.

Driving up Glacier Drive is dangerous and is nearly impossible in ice and snow. The intersection of Glacier Drive and S. 55th Place is dangerous—a “possible death trap.” A stop sign should be installed at the corner of Glacier and S. 55th Place and one at Ivy Street and S. 55th Place if Ivy is used to access the subdivision. If Ivy is used, the corner of Ivy and S. 55th will become a rolling stop (even if there is a stop sign in place). Using Ivy as the main road will turn it into a quick and dangerous “S” curve.

Staff has stated that extending Glacier would adversely affect Booth Kelly Road below. Talking with people who have walked Booth Kelly Road say there are lots of breaks in the path which used to go a very long way. New development has infringed on the road in several places. Staff indicated that the wetland at the base of the slope adjacent to Booth Kelly Road would be impacted if Glacier were extended. However, the pond appears as if it would still exist but it would be changed. Why is the pond more important than the safety of our neighborhood cul-de-sac?

The tree-felling notice stated that some of the trees within the subdivision boundary were proposed for removal. Staff then said that all of the trees would be removed, perhaps except for some on the south edge of the subdivision. It seems as though anyone who has lived in our area knows

	<p>these trees cannot stay up when they are disturbed.</p> <p>OTHER SUGGESTIONS -</p> <ol style="list-style-type: none"> 1. NOISE - How about keeping all the noise from the construction of the new Laurelwood development between the hours of 8am-6pm Monday-Friday? 2. UNDER THE POWER LINES- Please make sure under the power lines the field will be taken care of and the blackberries will be killed that grow on the fence that divides the property from S. 55th Pl. 3. HORSES are welcome to stay on the property under the power lines. They are great lawnmowers.
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Response #12: As discussed in Response #4 and #10, the initial mailed notice of the subdivision was mailed on March 26th to residents and owners within 300 feet of the proposed subdivision as required by the City Code. The mailing list is computer generated based on the addresses and ownership records maintained by Lane County. The intervening 225-foot wide BPA Transmission Line corridor dramatically shortened the computer generated list addresses that were identified for the mailing. When residents raised the issue, staff moved to correct the situation on April 10th with a second mailing to all homes on Ivy Street, S. 55th Place, 56th Street and Glacier Drive down to 57th Street. The deadlines for submitting comments were also extended and a neighborhood meeting was arranged (April 23rd) to allow residents the opportunity to discuss their concerns and submit comments.

The intersection at S. 55th Pl and Glacier Drive is described as an uncontrolled “T” intersection. The downhill slope on S. 55th at the intersection with Glacier Drive does have the potential to shorten sight distance and reaction time, particularly if drivers on S. 55th Pl. fail to stop at the intersection with Glacier. The failure to yield to traffic on Glacier at the uncontrolled “T” at S. 55th Pl. is a violation of ORS 811.277(1). Even when there is no stop sign, the law implies a responsibility for vehicles on S. 55th Pl to stop or slow sufficiently to see and yield to traffic on Glacier.

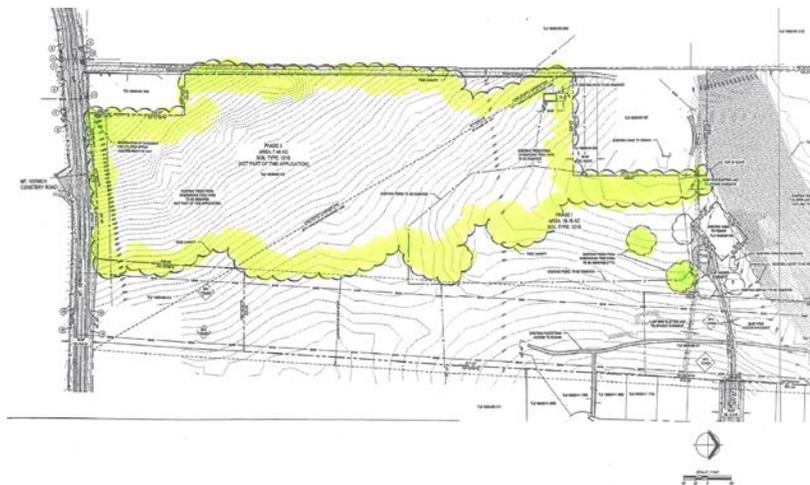
Extending Glacier Drive to access the proposed subdivision was considered. The extension of Glacier Drive was originally shown on the Springfield Conceptual Local Street Map. The map was developed by a consultant to show how transportation connectivity should be established as Springfield grows. While connecting the Royal Ridge subdivision to development to the west and south was anticipated by the Conceptual Street map, the consultant did not consider the slope of the land at the end of Glacier Drive. SDC Section 4.2-105 (A) (1.) (b) states that “the Director, in consultation with the Public Works Director, may modify the Conceptual Local Street Map when a proposed alignment is consistent with the street connection standards in Subsection 1.a., above or when existing conditions make application of the Conceptual Local Street Map impractical or inconsistent with accepted transportation planning principles.”

The proposed Ivy Street extension is a more reasonable connection for accessing future neighborhoods to the west and south. Extending Glacier would violate the general provisions for street design listed in SDC Section 4.2-105 (A) (1) by forcing an alignment of Glacier that would cut deeply into the contour of the hill and would likely damage the wetlands found at the base of the slope.

The connection will bring additional traffic into the existing Ivy Street/ S. 55th Pl. neighborhood, but

volume of traffic that will be added will not raise the total volume higher than that which is common on other local streets in other neighborhoods. Traffic from the 25 new homes proposed for construction during Phase I of the Laurelwood development will no doubt use Ivy Street, S. 55th PI and then Glacier Drive to access and egress the area. The slowing and turning movements from Ivy to Glacier on S. 55th PI will help reduce the speed of new traffic through the area. This will offer a measure of traffic calming. New residents will need to exercise the same caution in yielding to traffic “T” intersections that is expected of current residents.

The tree felling notice did indicate that some of the trees within the 13 acre development site would be removed. The applicant had not specified the number of trees to be removed, but staff attached a color map to the notice showing the area within which trees would be removed. In addition, on the map showing the areas within which trees were to be removed, staff included the following language to clarify the extent and location of the proposed tree-removal:



“Hayden Homes proposes to remove the planted stand of Douglas fir and two isolated stands of trees shown in yellow-green on the map. The applicant contends the removal is required to allow development of the subdivision. The overall site is constrained by the BPA Transmission Line easement and the steep slopes at the north end of the property. The natural stands of oak and other species on the slope and adjacent to the wetland at the base of the slope shall be preserved.”

IV. CRITERIA OF SUBDIVISION TENTATIVE APPROVAL

SDC 5.12-125 states that the Director shall approve or approve with conditions a Subdivision Tentative Plan application upon determining that criteria A through J of this Section have been satisfied. If conditions cannot be attached to satisfy the criteria, the Director shall deny the application.

A. The request conforms to the provisions of this Code pertaining to lot/parcel size and dimensions.

Applicant’s Statement: As shown on the Site Plan and Tentative Plat included with this submittal under Exhibit B, the smallest proposed lot along East-West streets is 6,472 SF (Lot 23), while the

smallest proposed lot along a North-South street is 5,820 SF (Lots 21, 22). The minimum street frontage for East-West streets is 49.5-feet (Lot 2), while the minimum for North-South streets is 60-feet. There are no lots proposed within the Hillside Development Overlay District located within the northernmost portion of the subdivision.

Finding #6. The proposed lots meet the 4,500 sq. ft. minimum lot size and 45-foot street frontage requirements for east-west streets established by SDC 5.12-125 A.

Conclusion: The proposed lot sizes and dimensions are in full conformance with SDC 5.12-125. The proposal satisfies Criterion A.

B. *The zoning is consistent with the Metro Plan diagram and/or applicable Refinement Plan diagram, Plan District map, and Conceptual Development Plan [SDC 5.12-125 B].*

Applicant's Statement: The LDR zoning is consistent with the Metro Plan diagram and the East Main Refinement Plan diagram.

Finding #7. The property is zoned Low Density Residential (LDR). The Metro Plan Diagram and East Main Street Refinement Plan designation for the subject property is Low Density Residential.

Conclusion: The zoning is consistent with the Metro Plan diagram and the applicable Refinement Plan diagram. The proposal satisfies Criterion B.

C. *Capacity requirements of public improvements, 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 [SDC 5.12-125 C].*

Applicant's Statement: As part of the memo issued by the City in response to applicant questions issued before the Development Issues Meeting held on October 31st, 2013, adequacy of public services were addressed. According to the City, the sanitary sewer connection would tie into the new Jasper Sewer Trunkline that was recently completed. Connection would require lateral connections to the trunk line across adjacent properties. All stormwater quality and quantity will be handled on-site. Water service will be extended along Ivy Street/South 55th St to connect to the remainder of the subdivision.

For all public improvements, the applicant shall retain a private professional civil engineer to design the subdivision improvements in conformance with City codes, this decision, and the current *Engineering Design Standards and Procedures Manual* (EDSPM). The private civil engineer also shall be required to provide construction inspection services.

City Building Permits are required for installation of private utilities. Developers are advised to obtain necessary City permits prior to initiation of construction activity.

The Public Works Director's representatives have reviewed the proposed subdivision. City staff's review comments have been incorporated in findings and conditions contained herein.

Criterion C contains sub-elements and applicable code standards. The subdivision application, as submitted, complies with the code standards listed under each sub-element unless otherwise noted

with specific findings and conclusions. The sub-elements and code standards of Criterion C include but are not limited to:

Public improvements in accordance with SDC 4.2-100 and 4.3-100

- Public and Private Streets (SDC 4.2-105 – 4.2-145)
- Sanitary Sewer Improvements (SDC 4.3-105)
- Stormwater Management and Water Quality Protection (SDC 4.3-110 – 4.3-115)
- Natural Resource Protection (SDC 4.3-117)
- Water Service and Fire Protection (SDC 4.3-130)
- Utilities and Public and Private Easements (SDC 4.3-120 – 4.3-140)

SDC 4.2-105-4.2-145 Public and Private Streets

Applicant's Statement: The internal street alignments vary from the Conceptual Local Street Map. However, the proposed street layout provides the same level of connectivity. This alternative street layout is due to (a) the existing topographic limitations on the site, and (b) the limited land holdings/parcel control of the development.

The Conceptual Local Street Map shows Glacier extending across the site and connecting to Weyerhaeuser further to the west. This exact alignment is difficult due to existing steep slopes. As an alternative, the development extends Ivy Street south before it transitions to S 55th Street (the next local road to the south of Glacier) and connects to Mt Vernon. Holly Street extends from S 55th Street and stubs at the property to the west. This alternative street pattern provides the connection but responds to existing topographic conditions.

The Conceptual Local Street Map shows 56th Street extending south and then across the site and connecting to a Glacier Road extension further to the west. To respond to this planned roadway connection, the development extends Holly Street up to the power line easement in anticipation of a future connection.

All internal streets are proposed to City standards and include 36-ft pavement width and developed with sidewalks on both sides. The northern portions of Ivy Street/S 55th Street and Holly Street are proposed with 56-ft ROW. These designs will accommodate all modes of transportation that are associated with roadways including automobiles, bicycles, pedestrians, and emergency service vehicles. There are no wetlands or waterways that will be directly impacted as the result of these street designs.

The proposal includes 25 single family lots within Phase 1 and does not result in 100 or more peak hour trips OR over 1,000 of average daily trips. Calculating for Phase 2 would generate a total of 620 daily trips for the 2 phases and 65 weekday PM peak hour trips. Both these impacts are below the minimum threshold for a TIS. Refer to the TIS enclosed with this submittal under Exhibit E.

Finding #8. 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 #9. Springfield Development Code Sections (SDC) 4.2-105 and 5.12-125 (F) require neighborhood connectivity to shorten travel distances and to provide a more even dispersal of traffic across neighborhoods. In addition, the Springfield Fire Code requires at least two routes of approved access (2010 Springfield Fire Code Appendix D, Section D107.1. The proposed development will have access via Glacier Drive and 57th Street and from Mt. Vernon Rd. The subdivision is also required to provide two stubbed off street connections on the west side and one on the east side of the development for future street development to new and existing neighborhoods (56th Street).

Connection to the subdivision from just Mt. Vernon Rd does not satisfy the requirements of SDC 4.2-105 and 5.12-125 (F), given the option to make a connection to Glacier and S. 57th Street via Ivy Street. The Royal Ridge Subdivision as approved in 1980, probably would not meet current code standards for access which were adopted in 2004. If Glacier Drive was impassable, S. 55th Place, Ivy Street and S. 56th Street would not be accessible to local traffic or to emergency vehicles. The connection to Mt. Vernon Rd. will give residents and emergency vehicles secondary access to the existing neighborhoods.

Finding #10. There will be additional traffic in the neighborhood attributable to the new subdivision. The applicant has submitted a Traffic Assessment letter estimating the additional traffic that can expect to be generated by the development. The study concludes that in Phase 1 will about 20 new vehicle trips would be generated in the morning “peak hour” and 27 trips in the afternoon “peak hour.” The total number of trips from Phase 1 is expected to be about 258 trips in a 24-hour period. Staff assumes that all Phase 1 traffic will initially use Glacier Drive for access. This number, when added to the existing traffic on Glacier, is consistent with the traffic on other local streets in Springfield.

Finding #11. The intersection at S. 55th Pl and Glacier Drive is described as an uncontrolled “T” intersection. The downhill slope on S. 55th at the intersection with Glacier Drive does have the potential to shorten sight distance and reaction time, particularly if drivers on S. 55th Pl. fail to stop at the intersection with Glacier. The failure to yield to traffic on Glacier at the uncontrolled “T” at S. 55th Pl. is a violation of ORS 811.277(1). Even when there is no stop sign, the law implies a responsibility for vehicles on S. 55th Pl to stop or slow sufficiently to see and yield to traffic on Glacier.

Finding #12. A staff visit to the intersection revealed other contributing factors which reduce visibility at the corner. SDC 4.2-130 requires homeowners maintain a “vision clear triangle” on corners. No visual obstructions, including landscaping, between 2 ½ feet and 8 feet are allowed within 25 feet of the corner. This does not exclude decorative landscaping on corners, but the height of the vegetation must be monitored to maintain clear visibility. Vegetation on the southwest corner of the intersection appears to violate the vision clear triangle.

Finding #13. The extension of Glacier Drive was originally shown on the Springfield Conceptual Local Street Map. The map was developed by a consultant to show how transportation connectivity should be established as Springfield grows. While connecting the Royal Ridge subdivision to development to the west and south was anticipated by the Conceptual Street map, the consultant did not consider the slope of the land at the end of Glacier Drive.

Finding #14. SDC Section 4.2-105 (A) (1.) (b) states that “the Director, in consultation with the Public Works Director, may modify the Conceptual Local Street Map when a proposed alignment is consistent with the street connection standards in Subsection 1.a., above or when existing conditions make

application of the Conceptual Local Street Map impractical or inconsistent with accepted transportation planning principles.”

The proposed Ivy Street extension is a more reasonable connection for accessing future neighborhoods to the west and south. Extending Glacier would violate the general provisions for street design listed in SDC Section 4.2-105 (A) (1) by forcing an alignment of Glacier that would cut deeply into the contour of the hill and would likely damage the wetlands found at the base of the slope.

Finding #15. There is an existing paved pedestrian pathway under the existing power lines along the eastern property boundary.

Condition of Approval #1: The developer will clean the existing pedestrian pathway within the BPA Transmission Easement and clear any intruding vegetation to restore full functionality to the pathway.

Condition of Approval #2: The developer will provide a raised crosswalk where the pedestrian pathway crosses the Ivy Street extension. The crosswalk will be ADA compliant and will also calm traffic as it exits the proposed development and enters the existing neighborhood on 55th Place.

Condition of Approval #3: Prior to approval of the Final Plat, the applicant shall provide a complete, city approved set of construction plans for all public streets and sidewalks as part of the PIP for Laurelwood Phase I.

Finding #16. The title report for the subject property references an access easement on the Parmenter Property. The applicant submitted copies of Reception Nos. 9507275 and 9508222 which were recorded at Lane County in February 1995. Paragraph 2—Grant of Easement, states that the easement is “...an irrevocable, non-exclusive easement over and across the existing roadway described as Parcel I.” The language clearly states that the easement is not non-exclusive. Paragraph 6—Condemnation: Dedication, states, “If the parties are requested by an appropriate governmental jurisdiction to dedicate Parcel I for public use, or if one of the parties so requests, such a dedication, each party shall promptly execute and deliver instruments conveying their respective interests in Parcel I for such purposes.”

The provisions of the easement documents show that Hayden Homes may choose to request a dedication of the roadway for public use, and or the city may request the dedication of the roadway for public use. The proposed subdivision tentative plan includes plans to establish a street within the general alignment of the existing roadway. Dedication of the streets built to serve both the Parmenter residence and the new subdivision will be dedicated to the City for public use. Continued access to the Parmenter property during construction shall be required, as will continuity of other utilities.

Finding #17. Barbara Parmenter of 5490 Ivy Street submitted a copy of the surveyor’s diagram for the easement referenced in Finding #16 which runs from the end of Ivy Street to the Parmenter property. Ms. Parmenter asserts that the easement is not a public easement. The development plan for the Laurelwood Subdivision has Ivy Street extending over the trust’s easement for public use. Ms. Parmenter has requested that the easement issue be resolved before the subdivision is approved.

Condition of Approval #4: The applicant shall work with the owner of the Parmenter property to resolve the access easement issue as directed by the conditions of the easement cited in Finding#16 and in the easement documents.

SDC 4.3-105 Sanitary Sewer Improvements

Finding #18. 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 #19. Section 4.3-105.C of the SDC requires that proposed sewer systems shall include design consideration of additional development within the area as projected by the Metro Plan.

Finding #20. Section 2.02.1 of the City's *Engineering Design Standards and Procedures Manual (EDSPM)* states that when land outside a new development will logically direct flow to sanitary sewers in the new development, the sewers shall be public sewers and shall normally extend to one or more of the property boundaries.

Finding #21. The applicant has proposed extension of public wastewater lines with service laterals to serve all lots within the development. The proposed system will connect to the existing public sewer at the existing dead end of Ivy St. that has adequate capacity for the proposed development.

Condition of Approval #5: Prior to approval of the Final Plat, the applicant shall provide a complete, city approved set of construction plans for all sanitary sewer elements as part of the PIP for Laurelwood Phase 1.

SDC 4.3-110 – 4.3-115 Stormwater Management and Water Quality Protection

Stormwater

Finding #22. Section 4.3-110.B of the SDC requires that 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)*.

Finding #23. 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.

Finding #24. Section 4.3-110.D of the SDC requires that run-off from a development shall be directed to an approved stormwater management system with sufficient capacity to accept the discharge.

Finding #25. Section 4.3-110.E of the SDC requires new developments to employ drainage management practices, which minimize the amount and rate of surface water run-off into receiving streams, and which promote water quality.

Finding #26. To comply with Sections 4.3-110.D & E, stormwater runoff from the north of the site will be directed into a detention pond and treatment swale prior to discharge into existing wetlands. This pond is located within the BPA easement.

Condition of Approval #6: Prior to acceptance of the final plat, the applicant will obtain written approval for the detention pond/swale within the BPA easement. The applicant shall also provide an access easement for the city of Springfield to ensure future maintenance access to the treatment facility.

Finding #27. Stormwater from the southern portion of the site will drain into a detention pond before metered discharge into the existing roadside swale along Mt Vernon Road that is currently administered by Lane County. The existing public stormwater system along Mt Vernon, to which the applicant proposes connection, has limited capacity. The applicant has turned in hydrologic stormwater calculations, consistent with the City's *EDSPM*, showing that the proposed detention pond will limit the peak stormwater discharge rates to the pre-developed rates for both the applicable storm events, thereby limiting the flow into the existing system to an acceptable level.

Condition of Approval #7: The applicant is required to obtain approval from Lane County for the discharge along Mt Vernon prior to approval of the final plat.

Finding #28. The proposed Detention ponds will be located in tracts dedicated to the City of Springfield or in easements that ensure continue use and access. Tract E and the northern pond located within the BPA easement is common open space for the benefit of all lots within the subdivision. The City of Springfield will accept ownership of and maintenance for stormwater detention ponds that drain water from public rights-of-ways or other public property. Maintenance performed is for "functionality" to ensure a properly working system. The City does not provide aesthetic maintenance for stormwater treatment facilities. Any maintenance relating to aesthetics or appearance will be the responsibilities of the neighborhood association or Homeowners Association.

Finding #29. There is an existing wetland located onsite, to remain in Tract B. All work in a delineated wetland requires a permit from Department of State Lands (DSL).

Condition of Approval #8: Prior to approval of the Final Plat, the applicant shall provide all required permits to work in delineated wetlands if required to complete any improvements for the development.

Condition of Approval #9: Prior to approval of the Final Plat, the applicant shall provide a fully complete and city approved set of construction plans for all stormwater elements as part of the PIP for Laurelwood Phase 1.

Water Quality

Finding #30. 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).

Finding #31. 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.

Finding #32. 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) appropriate for the community.

Finding #33. 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 Stormwater Facilities Master Plan (SFMP).

Finding #34. 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.

Finding #35. 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 #36. To meet the requirements of the City's MS4 permit, the Springfield Development Code, and the City's EDSPM, the applicant has proposed vegetated detention ponds.

Finding #37. The vegetation proposed for use in the ponds will serve as the primary pollutant removal mechanism for the stormwater runoff. Satisfactory pollutant removal will occur only when the vegetation has been fully established.

Condition of Approval #10: Prior to Final Plat approval, the applicant shall submit a vegetation plan for the stormwater ponds/swales that meets the requirements of the City's interim design standards as required in Section 3.02 of the EDSPM. The City of Eugene stormwater management manual may be referenced for design. This will be done as part of the PIP.

Condition of Approval #11: To ensure a fully functioning water quality system and meet objectives of Springfield's MS4 permit, the Springfield Development Code and the EDSPM, the proposed detention ponds shall be fully vegetated with all vegetation species established prior to approval of City Council acceptance of the Public Improvement Project. Alternatively, if this condition cannot be met, the applicant shall provide and maintain additional interim erosion control/water quality measures acceptable to the Public Works Department that will suffice until such time as the detention pond vegetation becomes fully established.

Natural Resource Protection-SDC 4.3-117

Finding #38. The Springfield Local Wetland Inventory shows that wetland site M30 (see Figure 3) lies within Tract B and possibly within a small portion of Tract D as shown on the applicant's Subdivision Tentative Plan. Wetland M30 is 6.49 acres in size and is classified by state standards as a "Locally Significant" wetland. The wetland is protected under provisions of SDC 4.3-117 which require delineation of wetlands to establish development setbacks.

Finding #39. M30 is part of the 48th Street Channel. The channel is a tributary to a water quality limited watercourse and is protected by a 50-foot setback and a site plan review requirement.

Finding #40. SDC 4.3-117 (C)(2) states, "The Springfield Local Inventory Map and the Springfield Inventory of Natural Resource Sites Map shall be used to provide a visual reference for locating known wetland and riparian areas, but shall not be relied upon as the final authority for locating the actual boundaries of these areas. The final authority shall be a delineation required as specified in Sections 5.12-120(B) and/or 5.17-120(B) in order to locate the boundaries of the resource for the purpose of applying development setbacks or other protections described in this Section.

Finding #41. SDC Section 5.12-120 (F)(9) requires a wetland delineation approved by the Division of State Lands (DSL) to be submitted concurrently with the proposed land division where there is a wetland on the property. The development envelope for the subdivision is about 200 feet from the edge of the wetland as shown on the Local Wetland Inventory (LWI) Map.

Figure 3. Wetland M30



Condition of Approval #12: The Tentative Plan shall be amended to show the boundaries of wetland M30 as it affects Tract B and D as required by SDC Section 5.12-120 (F)(9). The mapped boundary of M30 shown on the LWI Map is based on a wetland determination and is not a delineated wetland. Given the 200 foot separation of the wetland from the nearest edge of the development envelope, the provisions of SDC Section 5.12-120 (F)(9) may be met by showing the wetland boundary (based on the wetland determination) shown on the LWI. No new formal delineation of the wetland will be required for the purposes of showing the wetland on the Tentative Plan.

Finding #42. Section 5.12-120 (F)(10) of the SDC requires the applicant submit concurrently with the application evidence that any required federal or state permit has been applied for or approved.

Condition of Approval #13: Prior to approval of the Final Plat, and as required in Section 5.12-120 (F)(10) of the Springfield Development Code, the applicant shall submit approved copies of necessary required permits to demonstrate compliance with Federal and State permits.

Water Service and Fire Protection-SDC 4.3-130

Finding #43. The Springfield Utility Board will provide water service to the proposed development.

Finding #44. The proposed development is within the Springfield city limits and will receive water service from the Springfield Utility Board (SUB).

Finding #45. The water supply provided in the tentative plan is adequate for fire suppression. The applicant will coordinate with SUB to install the fire hydrants shown on the tentative plan.

Condition of Approval #14: Fire apparatus access roads shall be an all-weather surface capable of supporting an 80,000 lb. imposed load per 2010 Springfield Fire Code 503.2.3 and SFC Appendix D102.1.

Condition of Approval #15: Landscaping plans shall show distance of at least three feet or greater from fire hydrants meeting 2010 Springfield Fire Code 507.5.5.

Utilities, Public and Private Easements, Rights-of-Way (SDC 4.3-120-4.3-140)

Finding #46. The applicant is proposing an emergency vehicle access to the south to Mt Vernon Road to comply with secondary access requirements for fire department access.

Condition of Approval #16: The applicant will use the emergency vehicle access on Mt. Vernon Rd. for all heavy vehicle construction access to minimize impacts to the existing neighborhood around Glacier Drive and Ivy Street and reduce impacts to the existing roadways.

Condition of Approval #17: The emergency access to Mt Vernon will be provided with a suitable gate and public works lock per Fire Department requirements to be finalized as part of the PIP.

Utilities, Easements and Rights-of-Way

Finding #47. The proposed development is partially inside and partially outside of the city limits. The portion that is within the city limits shall receive water service from SUB. Electrical service shall be

provided by SUB. Currently there is a single phase underground feed from the south side of Ivy street west of the property that changes to an overhead feed at pole 71115. This overhead feed serves three houses 5349, 5353 & 5409 Ivy Street.

There are no other electric facilities bordering the property at this time.

Finding #48. There is a 225' wide BPA easement along the east property line with no guarantee of obtaining new or wider easements across this easement. This will require investigation between Hayden Homes, SUB and Bonneville Power Administration.

Finding #49. 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.

Condition of Approval #18: Easements will be required for any new facilities being installed by SUB: 10' for three phase underground, 7' for single phase underground and 5' for secondary underground (120/240V). Management is looking at possible feeder locations for this subdivision and future subdivisions that may develop to the west (see comments for more detail).

Condition of Approval #19: The following easements shall be required by the SUB Electric Division. Some elements of the planned electrical service to the subdivision will be completed as part of the Public Improvement Plan. As such some of the easement requests require continued discussion between Hayden Homes and SUB Electric:

- An easement will be required along the Weyerhaeuser Haul Road to the NW corner of the property. The applicant shall work with Willamalane Park and Recreation District to obtain the easement.
- SUB is proposing running an overhead line from the NW corner of the subject property, south along the west property line to south of the 70' slope (slope conditions may prevent undergrounding line through slope). SUB could then underground the feeder from this point to the SW corner of lot #31 (Intersection of Holly & S.56th place). This will require Hayden Homes to acquire an easement across tax lot 18-020-04-00 00307.
- SUB is requesting a 10' easement across lot #16 and due east across BPA R.O.W. to the east BPA property line.
- SUB is requesting a 10' easement across the entire south property line.
- SUB has a primary vault located at the NE corner of 920 S 55th Place. Instead of coming across the existing easement south of the BPA towers would SUB be able to acquire a 10' easement along the south side of Ivy Street to the water booster pump. This would be a straight route due west (instead of west, south, west and north using the existing easement). Would there be an issue of the tower footings if SUB wanted to use this route?

- Is Hayden Homes requesting a vacation of SUB's existing easement (Between BPA R.O.W. and Tax lot 00307 to the west)? SUB would need to verify existing easement at this location. If easement exists, vacation of easements needs SUB board approval (present at monthly board meeting).

Condition of Approval #20: The proposed development shall require a looped water system from the west end of Ivy Street to Mt. Vernon Road to provide fire flow capacity. It will also require extension of existing water system west in Mt. Vernon Road from Linda Lane to the west edge of the proposed development.

Finding #50. A portion of the proposed development is at an elevation above SUB's base level water service boundary and is not contiguous to any upper level service area.

Condition of Approval #21: A booster pump station is proposed by the applicant to address the base water level issue. The applicant shall contact SUB Water Division to discuss the location and construction of the pump station.

D. The proposed development shall comply with all applicable public and private design and construction standards contained in this Code and other applicable regulations [SDC 5.12-125 D].

Criterion D contains two elements with sub-elements and applicable Code standards. **The subdivision application as submitted complies with the applicable code standards listed under each sub-element unless otherwise noted with specific findings and conclusions.** The elements, sub-elements and Code standards of Criterion D include but are not limited to:

D.1 Conformance with standards of SDC 3.2-200 (Residential Zoning), SDC 4.1-100 (Infrastructure Standards), SDC 4.4-100 (Landscaping, Screening and Fence Standards), SDC 4.6-100 (Vehicle Parking, Loading and Bicycle Parking Standards), and SDC 5.17-100 (Site Plan Review)

- Parcel Coverage and Setbacks (SDC 3.2-215)
- Height Standards (SDC 3.2-215)
- Additional Panhandle Lot Development Standards (SDC 3.2-220)
- Cluster Subdivision Standards (SDC 3.2-230)
- Private Infrastructure Standards (SDC 4.1-100)
- Landscaping Standards (SDC 4.4-105)
- Screening (SDC 4.4-110)
- Fence Standards (SDC 4.4-115)
- On-Site Lighting Standards (SDC 4.5-100)
- Vehicle Parking Standards (SDC 4.6-100)

Finding #51. Landscaping--Street trees (Section 4.2-140) and planted curb strips (Section 4.2-135) are required landscape elements within new subdivisions. Sheet L1.01 of the applicant's submittal includes a planting plan showing the required plantings.

Finding #52. The remaining elements of criteria D.1 primarily relate to construction which follows land division. Those standards which apply to single-family residential development shall be applied during building permit review.

D.2 Overlay Districts and Applicable Refinement Plan Requirements

Overlay Districts and Applicable Refinement Plan Requirements

Finding #53. The East Main Refinement Plan (Refinement Plan) was adopted in 1988. A small portion of the proposed subdivision is located within the East Main Refinement Plan area (see Figure 1.). The site is designated by the Refinement Plan for low density residential use, consistent with the proposed development density.

Finding #54. The Refinement Plan defines subareas within which specific policies apply. The portion of the subdivision that is subject to the Plan is located in Area #1.

Finding #55. Refinement Plan Residential Policy 3 (a) requires the application of the Hillside Development Overlay District to applications for development within Area #1 of the Plan. A small portion of the subdivision is within Area #1 (see Figure 1.).

Finding #56. SDC Section 3.3-510 describes the situations in which the Hillside Development Overlay District policies apply. The section states that the Hillside Development Overlay District only applies to development on slopes greater than 15% or on land that is greater than 670 feet in elevation. The proposed subdivision does not meet these criteria for applicability since it is below 670-feet in elevation and the average slope within the development area is less than 15 percent. There is a steep slope with a wetland at the base of the slope, on the northern portion of the parcel (Tract B on the Plan). **This area is not part of the subdivision plan and is excluded from the development area.** The Hillside Development Overlay District provisions do not apply to this proposal.

Finding #57. Residential Policy 3 (d) of the Refinement Plan calls for development proposals in Area #1 of the Plan (see Figure 1) to be accompanied by a "Conceptual Development Plan." The content of a Conceptual Development Plan is intended to show how infrastructure and transportation facilities for a proposed development will fit into future transportation and infrastructure development in the general area. The East Main Refinement Plan indicates that the Conceptual Development Plan is to be reviewed and approved by the Planning Commission, but not necessarily in a public hearing.

Finding #58. The submission requirements for Subdivision Tentative Plan applications now require applicants to show how a proposed subdivision will integrate with current and future transportation and infrastructure development. In addition, applicants must show that there is adequate infrastructure capacity to serve the development. Subsequent to the 1988 adoption of the East main Refinement Plan, infrastructure plans have been adopted which show current and future infrastructure connection for the area. Staff and the applicant use these plans to evaluate how a proposed subdivision would be provided services and how transportation connections will be made. As such, the preparation of a duplicative Conceptual Development Plan is unnecessary. The Table 1. below lists these plans.

Table 1. Adopted Plans Providing Conceptual Development Guidance

Infrastructure Plan	Content	Adopted or Last updated
Springfield Conceptual Local Street Map	Shows existing and needed future transportation connections.	August 2012
Springfield Transportation System Plan	Shows existing and planned transportation facilities and includes policies guiding how transportation needs will be met in the future.	February 2014
Springfield Stormwater Facilities Master Plan	Shows existing and planned facilities and projects for stormwater management.	October 2008
Springfield Wastewater Facilities Plan	Shows existing and planned facilities and projects for wastewater management.	June 2008
Eugene-Springfield Metropolitan Area Public Facilities and Services Plan	This is a Regional Plan which shows existing and needed water, wastewater, stormwater, and electrical services. The plan lists current and future projects for infrastructure development.	December 2011

Finding #59. The Laurelwood application that was submitted on March 24, 2014, is complete and addresses the current and future connection to local infrastructure and transportation facilities as part of its overall tentative plan. The submittal serves as a conceptual plan for this project.

Finding #60. The Springfield Development Code states that Subdivision Tentative Plan applications are to be processed using a Type II procedure. Type II procedures are reviewed and approved by staff with public notice and the opportunity for public comment. The decision of staff may be appealed to the Planning Commission for review. For this reason, Planning Commission review discussed in the East Main Refinement Plan shall be reserved for appeal of the staff decision, as required by the Springfield Development Code (SDC 5.3-115).

Conclusion: As conditioned, the proposal satisfies Criterion C and D.

E. Physical features, including, but not limited to: steep slopes with unstable soil or geologic conditions; areas with susceptibility to flooding; significant clusters of trees and shrubs; watercourses shown on the Water Quality Limited Watercourse Map and their associated riparian areas; wetlands; 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 [SDC 5.12-125 F].

Finding #61. The Springfield Local Wetland Inventory shows that wetland site M30 lies within Tract B and possibly within a small portion of Tract D as shown on the applicant’s Subdivision Tentative Plan. Wetland M30 is 6.49 acres in size and is classified by state standards as a “Locally Significant” wetland. The wetland is protected under provisions of SDC 4.3-117 which require delineation of wetlands to establish development setbacks. Findings #36 through #40 and Conditions of Approval #11 and #12 address the delineation of the wetland. The applicant does not propose any development within 200 feet of the wetland. The development will not impact the wetland resource.

Finding #62. The applicant proposes to remove most of a 13 acre stand of Douglas fir on the site. A separate Tree-felling permit application has been processed concurrently with this application (TYP214-00006). The applicant states that “all trees targeted for removal will be assessed as to their health and potential impact from construction-related activity and future location of improvements.” Key findings from the tree-felling report are included below.

Finding #63. The proposed tree-felling is required to allow for the grading required to construct streets, infrastructure and 65 home sites. The parent parcel is constrained by a BPA Transmission Line easement and by steep slopes. About 75% of the buildable area of the site (Figure 4.) is covered by the planted fir stand.

Finding #64. The applicant has stated that “specific trees targeted for removal and retention have not been determined at this time.” This makes it difficult to assess whether removal of all of the trees is necessary. The development of streets and supporting infrastructure for this urban density residential development will likely require the removal of the great majority of the tree stand.

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Figure 4. Tree-Removal Plan within the Buildable Area of the Site

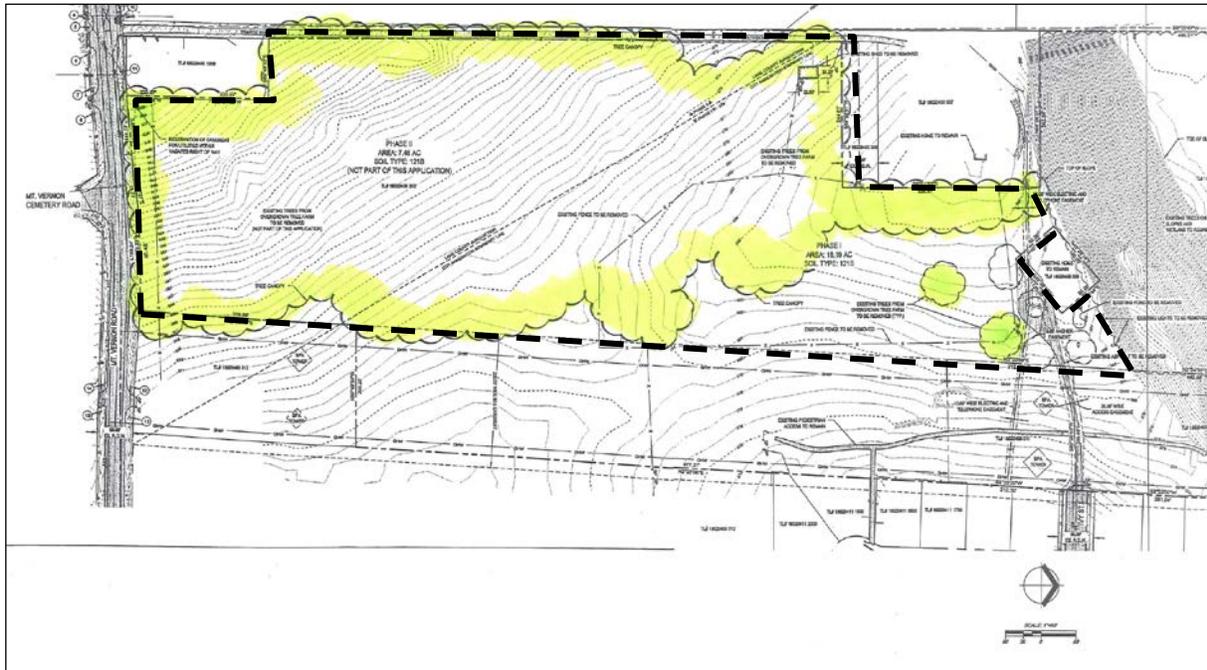


Figure 4 shows the buildable area within the subdivision tentative is shown in the dashed line. Trees within the area outlined by the green shading are proposed for removal.

Finding #67. The danger of windthrow affects the decision to retain some trees on site or to remove the entire stand. Windthrow refers to trees uprooted or broken by wind. Removing large areas of a tree stand may leave the remaining trees susceptible to windthrow if the remaining trees are at the interior of a stand.

The risk of windthrow to a tree is related to the tree's size (height and diameter), the 'sail area' presented by its crown, the anchorage provided by its roots, its exposure to the wind, and the local wind climate. Some species which have rapid early growth such as lodgepole pine, Douglas fir, larches, ash and sycamore produce large crowns in relation to their root systems. As a result, they are vulnerable to toppling in high winds before their roots systems are extensive enough to provide good stability¹. Windthrow can increase following logging, especially in young forests managed specifically for timber. The removal of trees at a forest's edge increases the exposure of the remaining trees to the wind. Trees that grow adjacent to lakes or other natural forest edges, or in exposed situations such as hill sides, develop greater rooting strength through growth feedback with wind movement, i.e. 'adaptive' or 'acclimative' growth. Such trees are described as "windfirm." If a tree does not experience much wind movement during the stem exclusion phase of stand succession, it is not likely to develop a resistance to wind. Thus, when a fully or partially developed stand is bisected by a new road or by a clearcut, the trees on the new edge are less supported by neighboring trees than they were and may not be capable of withstanding the higher forces which they now experience.

¹ Forestry Focus, <http://www.forestryfocus.ie/growing-forests-3/threats-to-forests/windthrow/>

Finding #68. The large single tree stand proposed for removal is a monoculture planting of Douglas fir. As noted in Finding #64, Douglas fir have rapid early growth with large crowns in relation to their root system. They are among those species which are prone to windthrow.

Finding #69. “Forestry Focus,” an online forestry newsletter, notes that there is little that can be done to prevent windthrow; there are forestry practices which can reduce its risk. One of the measures cited in the article recommends, “clearfelling stands to windfirm edges where the trees have become more adapted to exposed conditions.”²

Finding #70. Condition of Approval #1 from the Tree-felling permit states, “Those Douglas fir that are retained should be near the edges of the stand which are windfirm.”

Finding #71. Staff contacted the Oregon Department of Forestry office in Springfield to discuss the application of the *Field Guide to Oregon Forestry Practices Rules* to tree removal in urban areas. Marvin Vetter, Stewardship Forester, indicated that the Field Guide is not enforced in urban areas. Staff questioned Vetter about windthrow and the characteristics of the subject site. Vetter brought up the site on his GIS and commented that retained trees should be on the south and western edges of the stand where most of our local winds emanate. Vetter also indicated that complete removal of the stand was supportable because of the prospect of windthrow, considering of the age and the species of the trees.

Conclusion: As conditioned, the physical and historic features of the subject property features have been evaluated and protected as required by this Code. The proposal satisfies Criterion E.

F. *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. [SDC 5.12-125 F].*

Conclusion: As conditioned, the proposal satisfies Criterion F.

G. *Development of any remainder of the property under the same ownership can be accomplished in accordance with the provisions of this Code [SDC 5.12-125 G].*

Finding #72. The submitted Subdivision Tentative Plan shows a two-phase development. The application is for Phase 1 (25 lots) but the plan also shows how Phase 2 (40 lots) will be integrated into the subdivision as a whole. The staff evaluation of the tentative plan takes into account the relationship of Phase 1 to Phase 2 and the relationship of both phases to adjoining neighborhoods and connecting utilities and transportation facilities. Phase 2 shows how the remaining land within Hayden Homes ownership can be developed in the future in accordance with SDC 5.12-125 G.

Conclusion: The proposal satisfies Criterion G.

² Forestry Focus, <http://www.forestryfocus.ie/growing-forests-3/threats-to-forests/windthrow/>

H. Adjacent land can be developed or is provided access that will allow its development in accordance with the provisions of this Code [SDC 5.12-125 H].

Finding #73. The submitted Subdivision Tentative Plan shows a two-phase development. The application is for Phase 1 (25 lots) but the plan also shows how Phase 2 (40 lots) will be integrated into the subdivision as a whole. Access to the proposed subdivision shows connections to two existing streets, Ivy Street and Mt. Vernon Road. The plan shows two stubbed-off streets that will allow access to future development to the west. There is one additional street stub which shall allow access to future development on property to the east.

Conclusion: The proposal satisfies Criterion H.

I. Where the Subdivision of property that is outside of the city limits but within the City's urbanizable area and no concurrent annexation application is submitted, the standards specified below shall also apply.

Finding #74. This application is for Phase 1 of the subdivision. It is located within the city limits. Therefore, this condition does not apply. Phase 2 of the proposed subdivision shall be approved as a separate application.

Conclusion: This proposal satisfies Criterion I.

V. CONCLUSION/DECISION: Based on a review of the proposed subdivision tentative plan against the criteria for approval found in Section 5.1-125 of the Springfield Development Code (SDC), staff has approved the submitted tentative plan, with conditions, as of the date of this letter. The criteria of approval are listed herein and are satisfied by the submitted plans and notes unless specifically noted with findings and conditions of approval. All improvements are required to be installed as shown on the approved plan or as conditioned. Any proposed changes to the tentative plan must be submitted to the Planning Division and approved prior to installation. Public Improvement Plans and the Subdivision Plat must conform to the submitted tentative plan as conditioned herein. This is a limited land use decision made according to city code and state statutes. Unless appealed, the decision is final. Please read this document carefully.

What Needs To Be Done?

The Subdivision Final Plat Pre-submittal Meeting shall be held within two years of the date of Tentative Plan approval. The Final Plat and application fee shall be submitted within 180 days of the Pre-submittal meeting. If the applicant has not submitted the Subdivision Final Plat within these times, Tentative Plan approval shall become null and void and re-submittal of the Tentative Plan shall be required.

A Subdivision Plat application is charged upon submittal of the complete application and all required documents, and after all conditions of approval are met, including the construction of public and private improvements and extension of utilities required through this decision. **THE PUBLIC IMPROVEMENT PLANS, PRIVATE IMPROVEMENTS, AND/OR THE SUBDIVISION PLAT MUST BE IN SUBSTANTIAL CONFORMITY TO THE TENTATIVE PLANS. THE FINAL PLAT AND FEES WILL BE ACCEPTED ONLY AFTER THE CITY SURVEYOR'S OFFICE HAS GIVEN ITS APPROVAL AND THE PUBLIC IMPROVEMENT PLAN HAS BEEN ACCEPTED.**

Upon signature by the City Surveyor and the Planning Manager, the Final Plat may be submitted to Lane County for recordation. **No individual lots may be transferred until the Final Plat is recorded and five (5) copies of the filed subdivision are returned to the Development and Public Works Department by the applicant.**

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 Type II Limited Land Use - Subdivision decision, your application must comply with SDC Section 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 Section 5.3-115 which provides for a 15 day appeal period and Oregon Rules of Civil Procedures, Rule 10(c) for service of notice by mail, the appeal period for this decision expires at **5:00 p.m. on June 4, 2014.**

Questions: Please call Mark Metzger in the Planning Division of the Development and Public Works Department at (541) 726-3775 if you have any questions regarding this process.

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



Fill this out
 copy

Appeal Form For Laurelwood Subdivision

Application Type (Applicant: check one)

Appeal:
 of a Director's Decision: of a Historic Commission Decision:
 of an Expedited Land Division: of a Planning Commission Decision:

Required Project Information (Applicant: complete this section)

Case Number: TYP 214-00004 **Date of Decision:** May 20, 2014
Project Name: Laurelwood Subdivision 18-02-04-007C 313
Date of Filing the Appeal: June 4, 2014
 (Must be within 15 calendar days of the date of decision)

Issues: Briefly list the specific issues being raised in the appeal. These should be the specific points where you feel the Approval Authority erred in making the decision, i.e. what approval criterion or criteria you allege to have been inappropriately applied. If you are filling in this form by hand, please attach your list of issues to this application.
 See attached

Appellant Name: Tamie Yarnall **Phone:** 541 741-3222

Statement of Interest: (check one)
 Owner
 Applicant
 Person notified of the request as an adjacent owner or occupant
 Person asked to be notified of the request
 Other Explain:

Address: 996 S. 55th PL

The undersigned acknowledges that the appeal application form and its attachments have been read, acknowledges that the requirements for filing an appeal of a land use decision are understood, and states that the information supplied is correct and accurate.

Signature: Tamara A. Yarnall

Required Project Information (City Intake Staff: complete this section)

Associated Cases: **Signs:**
Case No.: TYP 314-00005 **Date:** 6-4-2014 **Reviewed by:** Karen Ladlum
Application Fee: \$ 250⁰⁰ **Technical Fee:** \$ 0 **Postage Fee:** \$ 0
TOTAL FEES: \$ 250⁰⁰ **PROJECT NUMBER:** PRJ 14-00003
Date Received:

JUN - 4 2014

Appeal Submittal Requirements Checklist

- Application Fee** – refer to the *Development Code Fee Schedule* for the appropriate fee calculation formula. A copy of the fee schedule is available at the Development Services Department. The applicable application, technology, and postage fees are collected at the time of complete application submittal.
- Appeal Application Form**
- Narrative** explaining **each** appeal issue listed on the application form in more detail. This statement should indicate where you feel the Director, Historic Commission, or Planning Commission erred in the decision based upon the evidence presented and in applying that evidence to the criteria used to evaluate the request. Be sure to make this statement as complete as possible.

NOTE: Appeals of a Director's or Historic Commission decision will be reviewed de novo by the Planning Commission or Hearings Official. They shall consider all physical and documentary evidence submitted to the Director or Historic Commission as part of the original application, as well as any new evidence or testimony which the opponents or proponents may wish to present at the public hearing.

Appeals of a Planning Commission decision will be reviewed by City Council and will be based upon the record of proceeding. They shall consider all physical and documentary evidence submitted to the Director or Historic Commission as part of the original application and any evidence or testimony presented to the Planning Commission.

✓ Insufficient water pressure in Royal Ridge - opportunity

✓ BPA

✓ Trees

✓ walkway/theft

✓ Ground Fill below the Tower

✓ ~~Emergency Exits~~ Emergency Exits IVY or somewhere else out South 57th
purchase the land from some owner - OR last resort use
South 56th as the 2nd exit. the corner at Glacier & South 56th is
much more safe

✓ Save the character of Royal Ridge Subdivision
It's a unique & special why take away kids
being able to play in the streets

Date Received:

JUN - 4 2014

Neighborhood Telephone List

5/31/14

As of 1-01-2012

Mark used for 2nd mailing for 300 ft Notice

55th Place Neighborhood Directory

Name
Address
Phone
etc.
X = done

Barbara & Gene Oppiger
983 S. 55th Pl.
726-2432

Tamie Yamell
Mark Hulseaga
896 S. 55th Pl.
741-9222

Wally & Shirley Reade
975 S. 55th Pl.
337-6270

Sarah & Glenda Donn & Joe Ausborn
Joe (David) Ausborn
970 S 55th Pl
541-726-3800
Madison & Cody 18 yrs

Colby Whitenack
337-9231
Mei Lin Lantz
743-6181
945 S. 55th pl
541-480 6480

Ken & Jessica Orme
968 S 55th Pl Ken 22e 3363
Jessica 23e 2314

Terry & Michel Ronning
944 S. 55th pl.
741-1737

Colby Whitenack
337-9231
Mei Lin Lantz
743-6181
945 S. 55th pl

Jeannie Wallace
932 S. 55th pl
726-3056

Don & Anita Brown
923 S.55th pl
741-2295

Jason & Kristy Holden
5541 Ivy St. metcalf
741-4888
Madison & Iree Jason 953 3821

Terry & Anita Harris
5353 Ivy St.

Bonnie Gillham
907 S. 55th pl
746-7991 Land Line
541 520 0605 Cell

Joyce & Wayne Estabrook
892 S. 55th Pl.
747-3717 (H)

Barbara Parmenter
937-1234
5409 Ivy St.

897 S. 55th Pl.

Jarrod & Mechille
850 S. 55th
510 4877
541-410-2349 (Jarrod) Cell

Dan & Debbie Cullen
849 S. 55th Pl.
Alex

Mark Sandeful & Tammy Coleman
820 S. 55th Pl
541-736-1337 Land Line
Samuel 8 yrs.

Kimberley Scott
5563 Glacier Dr.

Don & Judy Kindt
5576 Glacier
726-0234

Empty Lot

John & Andrea Garrison
5548 Glacier
541-8884
541-579-3007 / 541-726-0888
Andrea's Cell

city never mailed them a letter 1st

Date Received Springfield police nonemergency phone number

JUN - 4 2014

"541-726-3714"

- Tyler 18yrs.
- Trevor 16yrs.
- Tanner 10yrs.
- Taylor 7yrs.

Tamie's

On May 29 I called
and talked to Luke Kiner of BPA
and had questions regarding the tower
He asked me to send all 3 mailings and
the Application Approval Notices he
had not seen any of the 4 mailings
from the City

end asked Mark Metzger
to the City asking for Information
to decide
about how/what criteria was used
who was in the 300 ft Notice Area
Mark said it was a computer generated pink bubble
I claimed it was his job as Supervisor of the
project to know before the first mailing who was receiving
the info. He should have verified for any errors
At the City I was told they use the actual land
boundaries for 300 ft notification. In this case
many many should have been notified and they still have not.

Date Received:

JUN - 4 2014

Unacceptable/Partial Notification

In Regard to the
300ft Notification of adjacent neighbors.

There are still neighbors who have not received any of the
4 mailings the City has sent out for information about
Laurelwood. ~~But~~ I sent it Mr. Metzgers job to make
Sure notification was complete & correct?

when asked about how ~~they~~ ^{the city} came up with the
300 ft area. Mr. Metzger showed me (in front
of several neighbors at a meeting I called on
April 3rd at the Oppiger home) a computer generated
pink bubble on the land in question.

I then later asked for and received this document.
The document I received appears to have a larger pink bubble
but cannot prove this since I was only shown the document
at the meeting. However regardless the document I
received shows 12 homes in Royal Ridge being notified
of the 300 ft Notification sent out on March 26, 2014.
In actuality upon asking for and receiving a copy of the
mailing labels used on the first mailing, it show on 4
houses of the 12 were actually notified.

However the pink bubble I remember seeing at the
4/3 neighborhood meeting, I only remember seeing ~~the~~
~~4/2~~ 4/2 homes inside the pink bubble and I
stated so in front of the neighbors and Mark Metzger
at the time. Mark asked me for a copy of our
neighborhood Telephone ~~list~~ Directory and said he would
use this as information for part of a second
notification mailing (which was sent out on 4/10/14)
2nd notification April 10 still did not include all
residents/neighbors that were 300 ft away from the
Laurelwood proposal. I asked for how these addresses
were chosen. I was given a copy of the mailing labels
used. I only received mailing labels and not a
2nd pink bubble. Again 850 S. 55th was not mailed
Attachment 3, Page 4 of 61
Nor 1500 S. 55th, Emerald Isle residents, etc.

⑧ IVY Street and Glacier Street Both unsafe for entrance & exits of Laurelwood.

May 29

Luke Kinich
BPA

① I asked about how he felt about the use of IVY Street as one of the exit streets from Laurelwood. He said normally soft away from tower was used but each case looked at individually. He said he wasn't happy about IVY street being used but could not stop the city. He said he would insist on several conditions to make that work.

② The majority of the Royal Ridge neighborhood does not want IVY street used for safety reasons. Especially the IVY to South 55th to glacier st route. As we have stated in our concern letters it is & we believe it ~~is~~ could be the cause of several accidents and possible death.

③ Approximately 60 yrs ago Barbara Parmenter applied for Wild goose landing Subdivision. She was told if she ever wanted to build she would have to extend Glacier Street to connect to the subdivision. She was told IVY Street was NEVER to be used as it was unsafe.

Now several years later Hayden homes applies for the same connection and is told by the city it is the only route to be used as the city now believes Glacier (IVY) Street is now unsafe.

This appears to be ~~harassment~~ ^{discrimination} to Mrs. Parmenter?

This also seems to be double standard for the neighborhood.

Both IVY and Glacier should be deemed unusable for safety reasons and a new ~~exit~~ ^{entrance} should be found.

⑨ What's the rush? This decision affects many lives and the future of Springfield in general. ^{Time shift}

The Neighborhood want to be heard and seen ~~at~~ ^{by} the
Planning Commission

Date Received:

JUN - 4 2014

3) Vision ^{and} problem for Glacier street Adding extra cars may not be smart or safe
A) Driving up glacier later in the day there is a sun problem making vision impossible. The ~~neighborhood~~ South 55th neighborhood consisting of 19 homes has learned over time to negotiate this difficult near impossible situation. Mr. Moleger said he would recommend planting trees along the end of glacier to take care of that problem. The trees would have to be so tall to remedy that and BPA doesn't allow trees to be tall under the power lines. Adding the possibility of 65 homes ~~or~~ or even 25 homes to this vision problem is adding to the unsafe conditions.

B) Glacier St. is extremely steep. Ice & snow makes it so some cars can not get up the hill. Mark said he could add our street to the City's gravel help routes. Will that really remedy the problem for the added increase of cars potentially heading up that hill? Is there documentation to show us that?

C) recommending that Ms. Scott cut down her yard plants still will not fix the blind corner problem at glacier and South 55th. The steepness of the road still cause a driver to cut the corner when turning on to South 55th. Ms. Scott's plants are really not the fix for this problem. Adding more cars to an already existing problem again seems not smart or safe.

Date Received:

JUN - 4 2014

(E)

give laurelwood its name by saving the trees and giving character to laurelwood. How does clear cutting ^{save the} laurelwood subdivision name? _{help}

Mr. Metzger said all the trees are small like a runway tree farm. I would like to see for myself ^{as I believe they are plenty of large trees and several which could be hand picked to the lots}

4. 300 Tree felling Notice. Inadequate Notice & Too many Trees being Cut

(A) Again there has ~~been~~ not been a complete notification sent out. This should be put on hold until everyone can get a notice and is given a chance to write their concerns

(B) The notice said some trees would be removed ^{on 4/1} talking with Mr. Metzger ^{4/20 phony conversation} he told me after the notice was mailed on 4/16 He talked with a Forest service person (unnamed) and he told him that ~~at the~~ all of the majority of Trees would have to be cut because of instability for the remaining trees. (See attached map of Royal Ridge that I made) The map of Royal Ridge has pink dots all over showing ^{approx} 20 single trees and approx 17 other groups of ~~trees~~ ^{trees} in 2's, 3's, ~~and~~ 4's. There are approx 50+ Trees. All of these trees used to be in a giant clump just like the Trees at laurelwood. They were hand picked to remain for each house and lot. The houses were built with large single fir tree already in place and they have never blown down or fallen down due to heavy rains. They have all remained stable and have grown to be the magnificent trees they are now still today.

C. Clear cutting trees to make money is just plain savage. why start a new subdivision with everything gone. The City of Springfield should be a part of Saving these Trees! Not encouraging clear cutting. I and the neighborhood would like to see real evidence from the City and several Tree specialists proving they must be cut down due to instability!?! Royal Ridge has proof in the years of the opposite.

Date Received:

JUN - 4 2014

Lk Gains

Date Received:

Home

Back Yard Long Skinny

JUN 4 2014

gates
dead
end

Original Submittal

Shilo
books

pan handle

unit

cut down

555th

water

556th St.

pan handle

Kids

903 56th

St. Nelson
Garage
Nelson

Brown

William

Planning Civil Engineer
Terri Higgins

896 S. 56th

897 556th

Leanne
S. U.D.

893 9th
Ewe
Randy

891 6th
Glacier

5659
Glacier

5625
glacier
Rental

Bar
Dennis

5563
5563

5563
5563

556th & glacier

Glacier Dr.

cut down

Kind

Save the Integrity of Royal Ridge Neighborhood/subdivision.

5. Give Laurelwood a Temporary or permanent 2nd exit

A Somewhere other than Ivy. Last resort emergency exit only at Ivy but not a thruway it should be gated if used in this way. However you could have Laurelwood on the City purchase one of the lots along S. 57th and make your 2nd exit there or wait and make your 2nd exit out into the new subdivision that will eventually end up next to Laurelwood.

OR you could use your second exit as a very last resort thru ^{granted gains LLC} ~~the~~ property and exit out South 56th. The corner at South 56th & glacier has better sight lines and is flatter overall much safer. However

B However, Royal ridge is a very special and unique subdivision in Springfield because of the very low traffic volume kids are able to play in the streets. Neighbors often spend time visiting with each other in the streets. It has the feel of long gone neighborhood community feel. It has character and life - why take that away by having Laurelwood subdivision diving thru to get home when there are other options for exits for Laurelwood.

C Ivy could be used only as a ^{Emergency only} 2nd exit for Royal Ridge to Laurelwood in case of Fire or ^{quicker} evacuation needs.

a ^{unclear} The approval says "open up the walking path" under the power lines. it doesn't say anything about maintaining it or what does that mean? There are several interpretations. Also who takes on the liability if anyone is injured / Raped etc on that pathway. Finally ~~the~~ after talking with the Royal Ridge Neighborhood the consensus was everyone thought it would bring more people / theft into our backyards and front yards. We would have to purchase security systems. No one really wants the path opened. Everyone wants it maintained clear to our fence for blackberries, various needs etc. Hayden Homes need to be directed to maintain all of their property.

Date Received:

JUN - 4 2014

Original Submittal

⑦ Insufficient water pressure at Royal Ridge
20-30 lbs of pressure is horrific to live with. We
Especially at the end of South 55th have real problems.
this is the time for Springfield City to step up to the plate
and make sure pipes ^{are} connected to the Ivy Street
connection to help this suffering Community.

⑧ A. Mark said the new water ^{Booster} pump installation would
give better pressure ^{to Royal Ridge}. However after speaking with
Scott Higley on June 1, 2014 at S.U.B. He told me it would only
help the new subdivision. He said the only way it would
help Royal Ridge (and only part of Royal Ridge - 12 homes to be exact)
is if pipe was laid and connected from Booster pump to Ivy Street
and small Easement section between 970 South 55th pl. and 968 S. 55th pl.
I spoke with Jesse Louren with Hayden homes he said he'd be glad
to pay for the engineering costs but would not want to pay the approx
\$ 2000 necessary for ^{the} pipe cost. This cost should be picked up by
S.U.B or the City of Springfield. There have been numerous complaints
over the years informing S.U.B and the City of their water pressure problems.

Finally I apologize for the Hand written submission
of this appeal. ~~_____~~
~~_____~~

⑧ P.S. I've just been approached by Barbara Parmenter
who saw they were building a ^{storm} water waste treatment
plant. She says this ~~document~~ from environmental solutions
proves the ground is not stable for a road or the water
plant. So here it is.

Date Received:

JUN - 4 2014

June 1, 2014

Laurelwood Subdivision • Hayden Homes

Appeal Date: June 4th, 2014 @3pm

Appeal Fees = \$250

You may or may not be aware of what's happening right next to our subdivision (Royal Ridge) of approx. 53 homes.

Hayden Homes is planning a 65 home subdivision (with small lots and entry level homes) next to ours, using Ivy St.- South 55th & Glacier as the access road, with an (eventual) opening to Mt. Vernon Road. They plan on 23 homes in phase 1 and the remaining 42 homes as phase 2

Approximately six years ago, from the WildGoose Landing Application the city of Springfield ruled that only Glacier Street could be used for a subdivision built in this area, because of SAFETY concerns with using the Ivy Street route.

Because of landslide concerns (think recently Oso, WA), and because of issues with inadequate road construction related to our local Mountain Gate subdivision, the city is now nervous about extending Glacier because of the steep cliff adjacent to it.

Bonneville Power is concerned about the proximity of either Glacier or Ivy, to their powerline towers. Many Royal Ridge residents agree that the Glacier/55th Place/Ivy route would be unsafe for heavier traffic, especially with the relatively blind corner where Glacier and 55th Place meet, and the steep hill (which becomes a problem with snow, ice and sun rays).

For these reasons, we believe the city should take the NECESSARY TIME AND EFFORT to research the use of alternate access points for the proposed Laurelwood Subdivision.

So far, only 2 City Planning Development Division employees have seen the Laurelwood propoasal and any of the community concerns that have been raised, and THEY have Approved (with conditions) Hayden Homes' application. The upcoming Appeal Hearing would finally involve the entire (volunteer) City Planning Commission.

The city has asked for a spokesperson to be named on an Appeal Application. Other Royal Ridge residents are encouraged to attend the Appeal Hearing to witness / to be heard in greater depth than any written responses that may have already been submitted.

Filing an Appeal would **create the time necessary** for concerned Royal Ridge residents to meet, fact-find, plan, and even lobby Planning Commission members, City-Council members, City Planning Division employees, Bonneville Power and Hayden Homes, regarding this issue.

I have already spoken with many of the above-named entities, and based on what I've learned, I feel an appeal would be worthwhile; I am also volunteering to serve as spokesperson for the purpose of this Appeal. I am inviting any who are willing, to contribute \$\$\$ to help pay the Appeal Fee, by 2pm THIS WEDNESDAY.

Date Received:

My Contact info is:

Tamie Yarnall 541-741-3222 at 996 South 55th Place, Springfield OR - 4 2014

From
Tamie Yarnall
541-741-3222

jLKinch@BPA.gov

Evidence
Info

Talked with

(541) 988-7414

5/29/14

James (Luke) Kinch

Bonneville Power Admin.

11:30-12:30 pm
AM

Date Received:

JUN 9 2014

Original Submittal

① Hayden homes in February ²⁰¹⁴ sent them Wild
goose landings plans to use IVY as therofair

② Bonneville sent Hayden homes their concerns
asking for a few changes or additions.
Saying Hayden homes seemed willing to be neighborly.

③ City Spfld sent out 300 ft public notice
end of march to only 4 homes on S. 55th
Did not send notice to BPA

④ City sent 2nd mailing first week in April and
again did not send BPA Notice

(4.5) City sent Decision - did not send BPA and Info

⑤ Luke of BPA asked me ^{today} to send him the
Info the City sent and scan the mailing labels
He said he wanted a chance to write
to the City as well.

Evergreen Land Title

5/30/14 I sent the info called for at the title company
when I picked up the copy of our Royal Ridge add R's

water pressure map

6/1/2014

Hello Tamie,

Attached is the water map for your area. I hope that this helps. Please feel free to contact me if you need any more info.

Best regards,

Scott Higley

Engineering Technician
Springfield Utility Board
Water Service Center
202 South 18th Street
Springfield, OR. 97477

e-mail scotth@subutil.com

www.subutil.com

general (541)-726-2396

direct (541)-736-3295

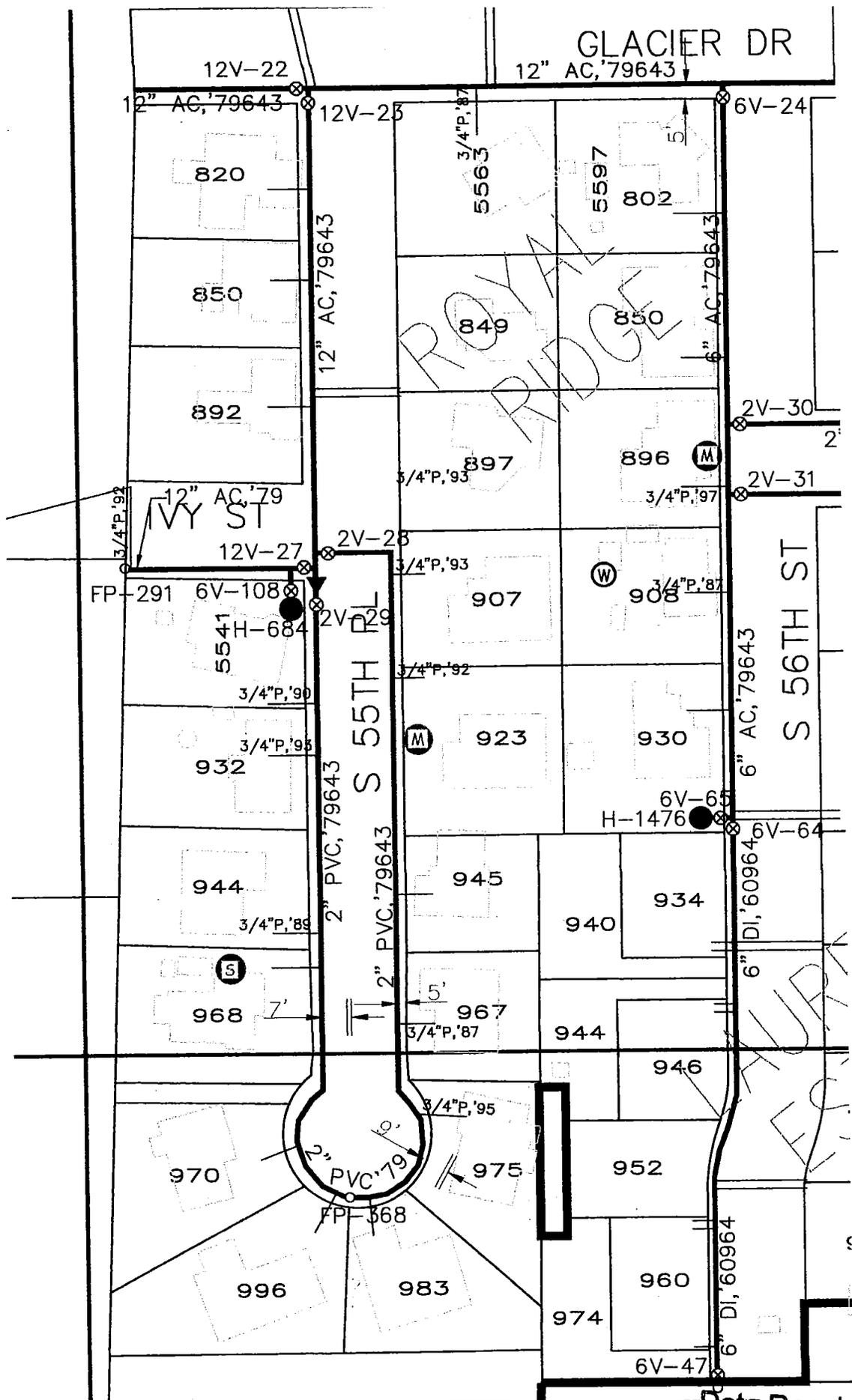
cell (541)-501-1750

fax (541)-747-7348

Date Received:

JUN - 4 2014

Original Submittal_____



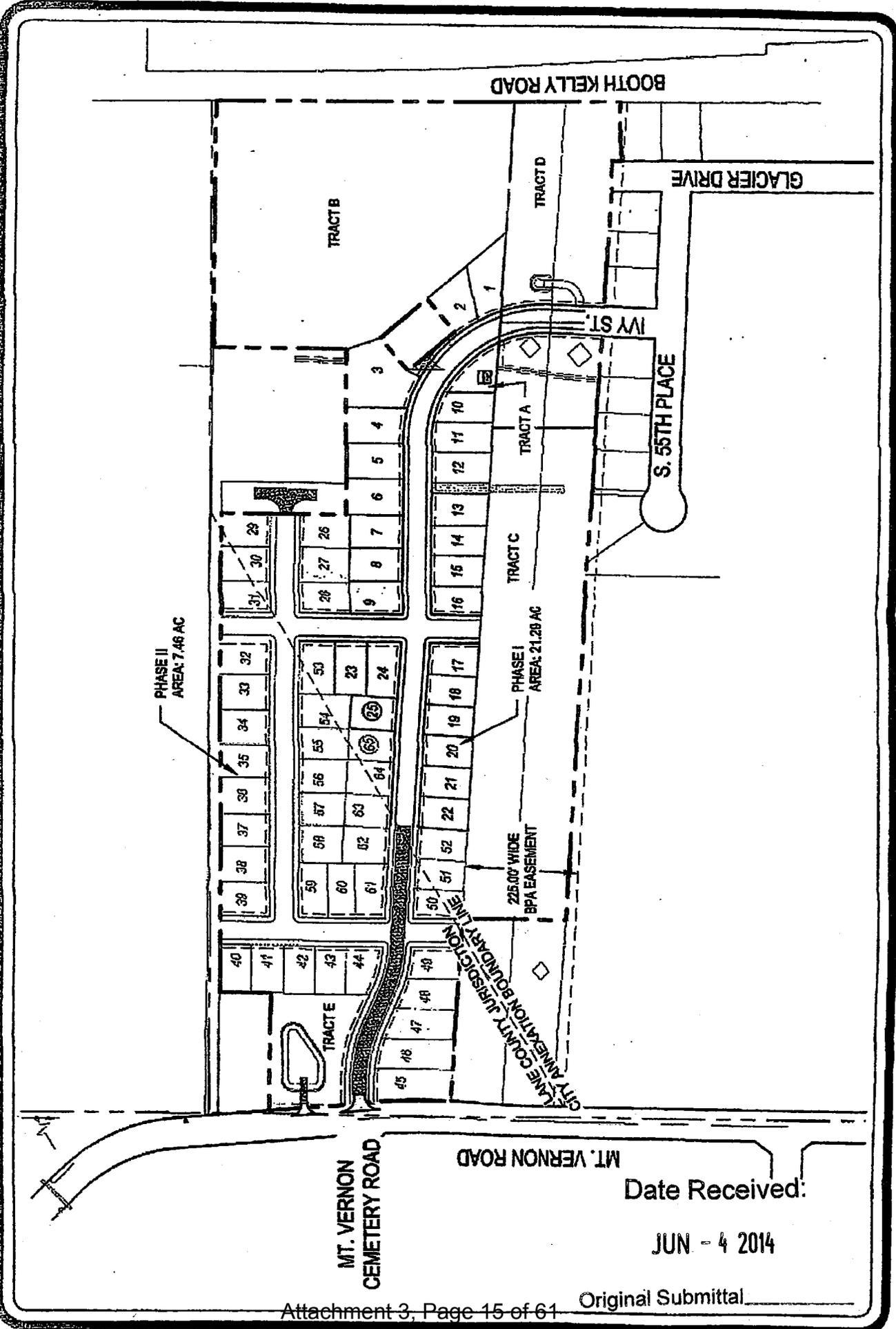
Royale
Ridge
Water
pressure
pipes

Date Received:

JUN - 4 2014

Original Submittal





MT. VERNON CEMETERY ROAD

MT. VERNON ROAD

Date Received:

JUN - 4 2014

7/14/06

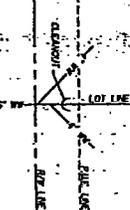
Wild Goose Landing Proposal

Tamie's

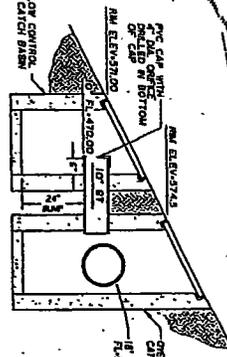
BOOTH KELLY ROAD



TYPICAL WASTEWATER SERVICE LATERAL DETAIL
NOT TO SCALE



DEFENTION POND OUTLET WITH OPERATION
NOT TO SCALE



- NOTES**
1. NO PAVEMENT - 4" MIN. CONC. SLAB SHALL BE POURED IN THE AREA TO BE PAVED ON THE POND.
 2. NO WASTEWATER SHALL BE POURED ON ONE SIDE OF STREET LINE.
 3. ALL WASTEWATER SHALL BE TREATED IN THE POND.
 4. ALL WASTEWATER SHALL BE TREATED IN THE POND.
 5. ALL WASTEWATER SHALL BE TREATED IN THE POND.

DATE	SCALE	BY	CHECKED	DATE
SEPT. 26, 2006	1" = 60'	AMS	AMS	08-20-07

Branch Engineering, Inc.
310 First Street
Bozeman, Montana 59717
(406) 592-1111 FAX (406) 592-1112
branch@brancheng.com

REGISTERED PROFESSIONAL LAND SURVEYOR
JAMES W. BRANCH
JAMES W. BRANCH
JAMES W. BRANCH

PROJECT TITLE:
TENTATIVE CLUSTER SUBDIVISION FOR WILD GOOSE LANDING PHASE I
DESCRIPTION:
TENTATIVE LAND DIVISION PLAN

Date Received:
JUN - 4 2014
Original Submittal

- LEGEND**
- PROPERTY LINE
 - PAVEMENT
 - CONCRETE
 - EXISTING EDGE OF ASPHALT PAVING
 - EXISTING EDGE OF ASPHALT PAVING
 - EXISTING CURB
 - PROPOSED CURB
 - EXISTING CONTIGUA LINE
 - EXISTING WASTEWATER SEWER LINE
 - PROPOSED WASTEWATER SEWER LINE
 - EXISTING STORM SEWER LINE
 - PROPOSED STORM SEWER LINE
 - PROPOSED HOOP DRAIN
 - EXISTING WATER LINE
 - EXISTING OVERHEAD POWER
 - PROPOSED JOINT UTILITY TRENCH
 - WATER ELECTRIC, CABLE, TV
 - PROPOSED GAS LINE
 - PROPOSED DRAINAGE WAY
 - EXISTING MANHOLE
 - PROPOSED MANHOLE
 - EXISTING CURB INLET
 - PROPOSED CURB INLET
 - EXISTING AREA DRAIN
 - PROPOSED CLEAN OUT
 - EXISTING STREET LIGHT
 - PROPOSED STREET LIGHT
 - EXISTING POWER POLE
 - RELOCATED POWER POLE
 - EXISTING WATER METER
 - PROPOSED 'NO PARKING' SIGN
 - EXISTING TELEPHONE MISC
 - PROPOSED STREET TREES
 - LONG OPEN SPACE
 - PROPOSED LOT LOCATION

OPEN SPACE
TOTAL SITE AREA: 58,531 SQ. FT.
TOTAL LOT AREA: 58,531 SQ. FT.
TOTAL OPEN SPACE: 58,531 SQ. FT.

STREET LIGHTING
ALL PROPOSED LIGHTS SHALL BE CITY STANDARD
MOUNTING HEIGHT AND WITH 9' ARM.

STREET TREES
STREET TREES ARE PROPOSED TO BE PLANTED
ALONG THE STREET LINE AT THE INTERSECTION
OF THE STREET WITH THE POND.

DATE	REVISION DESCRIPTION	BY
7-28-06	delete 2nd row	AMS
	add section 1st row	AMS

1st mailing from the City only mailed to 4 homes

CITY OF SPRINGFIELD, OREGON

DEVELOPMENT AND PUBLIC WORKS



225 FIFTH STREET
SPRINGFIELD, OR 97477
PHONE: 541.726.3753
FAX: 541.726.2309
www.springfield-or.gov

**300-FOOT PUBLIC NOTICE
PENDING SUBDIVISION TENTATIVE
APPLICATION**

mailed
3/27/14 on Envelope

Received 3/29/14 (Saturday)
opened 4/1/14 (Tuesday)
Called Mark Metzger 4/2 (Wed.)
arranged 1st Neighborhood mtg for 4/3/14
7pm
Thursday
Barb & Gene's
House

Date of Notice: March 26, 2014
Record Number: TYP214-00004
Applicant: Hayden Homes

Nature of the Application: The applicant submitted plans to create a 25-lot single-family residential subdivision, to be known as Laurelwood - Phase 1 Subdivision (formerly known as Wild Goose Landing Phase 1). The proposed Laurelwood subdivision lot sizes range between .13 and .35 acres in size. Lots on nearby Ivy Street range between .15 and .25 acres. The Laurelwood lots average .16 acres in size. This compares with .19 acres for the Ivy Street neighborhood. No development is proposed within the BPA transmission line easement, nor on the steep slopes at the north end of the site.

Location: The property involved in this request is located on a vacant lot SW of S 55th Place and Mt. Vernon Drive in Springfield, Assessor's Map No. 18-02-04-00, Tax Lot(s) 313.

Applicable Criteria: The criteria of approval found at Section 5.12-100 (5.12-125) of the Springfield Development Code (SDC) apply to this application. The criteria are available at Springfield City Hall weekdays between 8:00 a.m. and 5:00 p.m. at the Development Services Department or on the City's website at www.springfield-or.gov under *Springfield Development Code*.

Your Right to Provide Written Comment: Prior to the City making any decision on the application, you are provided a fourteen (14) day period for the submission of written comments. Your written comments must be received by 5:00 p.m. on April 9, 2014. Send comments to the attention of the staff contact listed below. You may review the record of this application at City Hall and purchase copies at a reasonable cost. *egad*

Failure to Raise Issue: Issues which may provide the basis for an appeal to the Land Use Board of Appeals shall be raised in writing prior to the expiration of the comment period. Issues shall be raised with sufficient specificity to enable the decision maker to respond to the issue.

Staff Contact:
Mark Metzger
City of Springfield
Development and Public Works Department
E-mail mmetzger@springfield-or.gov
Phone: (541) 726-3775

Date Received:

JUN - 4 2014

Original Submittal _____

If you would like to meet directly with the planner, please call and make an appointment.

100 ft Radius Notice

1st public mailing 3/27/14
Concern letter due by April 9, 2014

Questions or Concerns

18040000300
JBI LLC
409 IVY ST
SPRINGFIELD, OR 97478
Barbara Parmenter
5409 IVY

1802040000307
HARRIS TERRY L & ANITA M
5353 IVY ST
SPRINGFIELD, OR 97478

extended to
April 23

1802040000310, 311, 313
HAYDEN HOMES LLC
2622 GLACIER PL STE 110
REDMOND, OR 97756

1802040000311
HAYDEN HOMES LLC
2622 GLACIER PL STE 110
REDMOND, OR 97756

1802040000312
GRAFTED GAINS LLC
PO BOX 71711
EUGENE, OR 97401

Old Horse pasture
next to Barb & Gene
and Tamie & Mark

1802040000313, 311, 310
HAYDEN HOMES LLC, Jesse Lovrien
2622 GLACIER PL STE 110
REDMOND, OR 97756

1802040001800
GARDNER GUADALUPE
5422 MT VERNON RD
SPRINGFIELD, OR 97478

1802041101700
RONNING TERRY R & MICHEL A
944 S 55TH PL
SPRINGFIELD, OR 97478 (4)

1802041101800
ORMES EDWARD KENNETH JR & JESSICA
968 S 55TH PL
SPRINGFIELD, OR 97478 (3)

1802041101900 (owners)
WEBB THOMAS S & SANDRA S (2)
970 S 55TH PL
SPRINGFIELD, OR 97478

1802041102000
HUISENGA MARK A (1)
996 S 55TH ST
SPRINGFIELD, OR 97478

1802041102000
YARNALL TAMARA A (1)
996 S 55TH ST
SPRINGFIELD, OR 97478

David & Sarah's House (Renters)

City Councilor Marilee Woodrow
1009 S 59th Street
Springfield, OR 97478

Michael Certone Contracted with Hayden Homes
Cardno Company
5415 SW Westgate Dr. Ste 100
Portland, OR 97221

works for Hayden Homes
and was present at the
City on 4/23/14 for the
First City arranged Neighborhood Mtg
He was the only one representing
Hayden Homes.

City Councilor
Marilee Woodrow

Ron Baulb Straub
Lon Mt Vernon
Lon South 59th St.
3 1/2 Blocks
~~1009 S 59th St~~
then a view in the Rd
3rd House on the Right
1009 S. 59th St.

Date Received:

JUN - 4 2014

Original Submittal _____

DEX Knows
For telephone #'s

Google Maps
for Addresses
and view Directions

Notice

letter due April 9th 2014

1802040000300
Resident
5309 IVY ST
Springfield, OR 97478

5409 Ivy
Barbara
duplication
actual
House

1802040000307
Resident
5309 IVY ST
Springfield, OR 97478

Barbara
Parmenter

1802040000307
Resident
5353 IVY ST
Springfield, OR 97478

duplication

1802040000310
Resident
5349 IVY ST
Springfield, OR 97478

BPA?

walking
path
between
power
lines

Barbara's

1802040001800
Resident
5422 MT VERNON RD
Springfield, OR 97478

duplication

1802041101700
Resident
944 S 55TH PL
Springfield, OR 97478

duplication

1802041101800
Resident
968 S 55TH PL
Springfield, OR 97478

duplication

1802041101900
Resident
970 S 55TH PL
Springfield, OR 97478

duplication

1802041102000
Resident
996 S 55TH PL
Springfield, OR 97478

duplication

Date Received:

JUN - 4 2014

Original Submittal _____

Barbara & Gene Oppiger
983 S. 55th Pl.
726-2432

Tamie Yarnall
Mark Hulsenga
986 S. 55th Pl.
741-3222

1st public meeting
Deadline 4/9/14

4/3/14
Copy of
gave to Mark
Metzger to
use for the
2nd mailing

55th Place Neighborhood Directory

Wally & Shirley Reade
975 S. 55th Pl.
337-6270

Colby Whitenack
337-9231
Mei Lin Lantz
743-6181
967 S. 55th pl
1-541-4806480

Colby Whitenack
337-9231
Mei Lin Lantz
743-6181
945 S. 55th pl

Don & Anita Brown
923 S. 55th pl
741-2295

Bonny Gillham
907 S. 55th pl
746-7991

Kelley

Khoury Hickman
Kelly Stanton
897 S. 55th Pl.
912-4296

Dan & Debbie Cullen
849 S. 55th Pl.
746-8142

Kim Scott
5563 Glacier Dr.

at the neighborhood meeting on 4/3/14 I asked Mark Metzger in front of everyone present to see his info on who received the first mailing. He showed me a pink bubble and it only had these 4 homes included in the bubble. South 55th on Friday 4/4/14 I called the city and asked for the city and a copy of the Big Maps and a copy of me what Mark had showed the night before. When I picked everything up the bubble was now larger than I included more than the 1st 4 homes I asked again and Mark said that was it But I was NOT it.

Sarah & Glenda Donn & Joe Ausbom David
970 S 55th Pl
541-726-3800
Madison 14- Cody 11

Ken & Jessica Ormes
968 S 55th Pl

Terry & Michel Ronning
944 S. 55th pl.
741-1737

Jeannie Wallace
932 S. 55th pl

Jason & Kristy Holden
5541 Ivy St.
741-1538
Madison & Iree

Terry Anita Harris
5353 Ivy

Renters?
Barbara parmenter's place
5409 Ivy

Joyce & Wayne Estabrook
892 S. 55th Pl.
747-3717 (H)

VACANT

Mark Sandeful & Tammy Coleman
820 S. 55th Pl
541-736-1337
Samuel 5yr.

Don & Judy Kindt
5576 Glacier
726-0234

Empty Lot

John & Andrea Garrison
5548 Glacier
541-844-1864
541-579-3007 / 541-579-9888

Springfield police nonemergency phone number

"541-726-3714"

Date Received:

JUN - 4 2014

Lawrencewood subdivision

Mark Metzger was in attendance

1st get together ->

7pm
4/3/14

214 797-9549

scornelw@integrity.com

Don & Anita Brown
923 S 55th Pl.
741-2295

Baby Gene Poliger
983 S 55th Pl.

TAMIE YARNALL
996 S 55th pl.

Neighbors in Attendance on 4/3/14

Name Address

Mary & Kelley Hickman 897 S 55th

Scott & Debbie Hantz 6211 - 636 - 3528
967 S 55th Pl

BONNIE J GILLHAM - 541 - 746 - 7991
907 S 55th Pl

Wesley & Jason Holden
5541 Fug St. 541-513-4649
541-953-3821

Edward & Jessica Ormes 541 228-2313
908 S. 55th Pl. 541 228-2314

H. Jean Wallace 541-726-3056
932 So. 55th Pl.

Sarah Donn (541) 653-4528
970 S. 55th Pl

Wally & Shiloe Reade 541-337-6270
475 S. 55th Pl
TAMMY & MARK COLEMAN
800 S 55

~~Neighbors in attendance~~

Neighbors in attendance at the 4/3/14 meeting at Barb & Gene's House

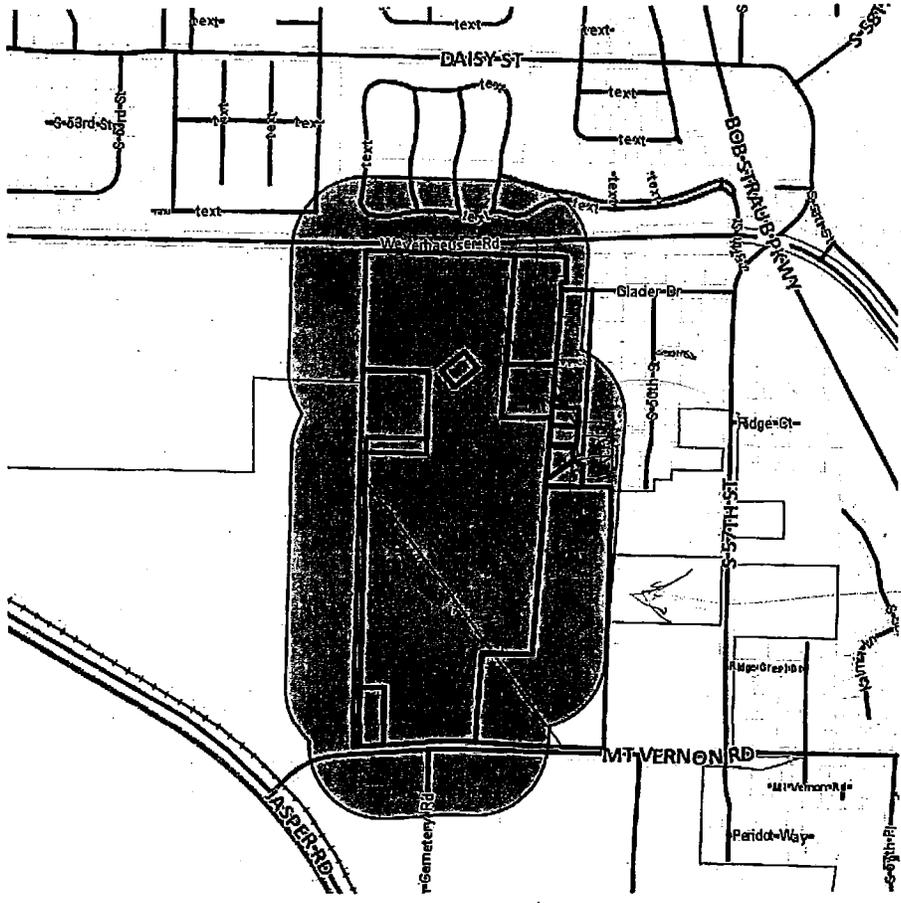
Date Received:

JUN - 4 2014

Original Submittal

Neighbors in attendance list
Attachment 3, Page 21 of 61

4/3/14



2nd mailing (not computer generated) 300' Notice
 This is larger than the one mark shared me at the 1st Neighborhood Mtg I scheduled at Gene & Barbara's House
 4/3/14

This Bubble is Not the Bubble I saw at the 4/3 meeting
 But this is what mark gave me saying it was the same bubble

Now the First 4 homes that received the 3/27 mailing are outlined, they were not outlined in the small bubble I saw.

300' mail out buffered area

2nd mailing

TYP214-00004 Subdivision Tentative

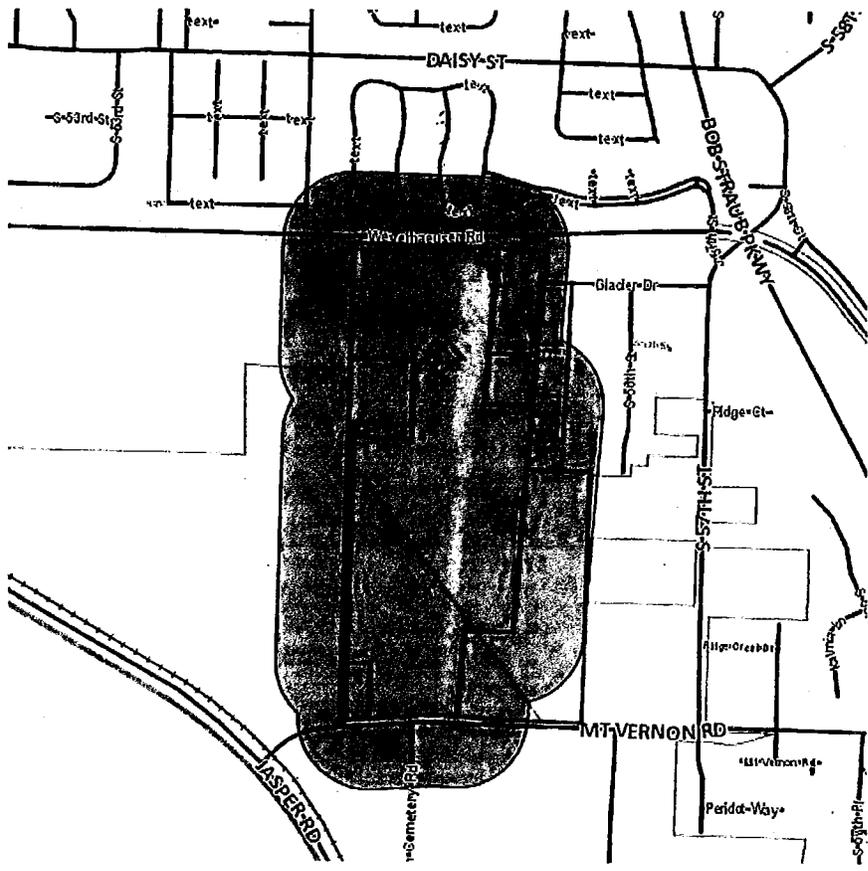
18-02-04-00 TL 313 Vacant - SW of S 55th PI/Mt Vernon Rd

Hayden Homes - Laurelwood Phase 1 formerly Wild Goose Landing

Date Received:

JUN - 4 2014

Original Submittal _____



300' mail out buffered area

TYP214-00004 Subdivision Tentative

18-02-04-00 TL 313 Vacant – SW of S 55th Pl/Mt Vernon Rd

Hayden Homes – Laurelwood Phase 1 formerly Wild Goose Landing

mailed 3/27/14
 deadline 4/9/14
 for concern letters

only mailed to
 4 houses on
 S. 55th

why!..?

Computer glitch
 No way.

This should have been
 as Clayton and the
 guy at the City planning
 desk said property
 line not 300ft from
 the new houses to be
 built.

Date Received:

JUN - 4 2014



**300-FOOT PUBLIC NOTICE
SUBDIVISION TENTATIVE
APPLICATION**

Date of Notice: April 10, 2014
Record Number: TYP214-00004
Applicant: Hayden Homes

You are invited to attend a neighborhood meeting concerning this proposal on Wednesday, April 23rd @ 7:00 p.m. in the Library Meeting Room, at the Springfield City Hall, 225 Fifth Street. The applicant and city staff will discuss the proposal and to receive your comments.

Nature of the Application: The applicant submitted plans to create a 25-lot single-family residential subdivision, to be known as Laurelwood - Phase 1 Subdivision (formerly known as Wild Goose Landing Phase 1). The proposed Laurelwood subdivision lot sizes range between .13 and .35 acres in size. Lots on nearby South 55th Place and Ivy Street range between .15 and .25 acres. The Laurelwood lots average .16 acres in size. This compares with .19 acres for the Ivy Street neighborhood. No development is proposed within the BPA transmission line easement, nor on the steep slopes at the north end of the site.

Location: The property involved in this request is located on a vacant lot SW of S 55th Place and Ivy Street in Springfield, Assessor's Map No. 18-02-04-00, Tax Lot(s) 313.

Applicable Criteria: The criteria of approval found at Section 5.12-100 (5.12-125) of the Springfield Development Code (SDC) apply to this application. The criteria are available at Springfield City Hall weekdays between 8:00 a.m. and 5:00 p.m. at the Development Services Department or on the City's website at www.springfield-or.gov under *Springfield Development Code*.

Your Right to Provide Written Comment: Prior to the City making any decision on the application, you are provided a fourteen (14) day period for the submission of written comments. Your written comments must be received by 7:00 p.m. on April 23, 2014. Send comments to the attention of the staff contact listed below. You may review the record of this application at City Hall and purchase copies at a reasonable cost.

A neighborhood meeting will be held on Wednesday, April 23rd @ 7:00 p.m. in the Library Meeting Room at the Springfield City Hall, 225 Fifth Street, to discuss the proposed subdivision. The applicant and city staff will be in attendance.

Failure to Raise Issue: Issues which may provide the basis for an appeal to the Land Use Board of Appeals shall be raised in writing prior to the expiration of the comment period. Issues shall be raised with sufficient specificity to enable the decision maker to respond to the issue.

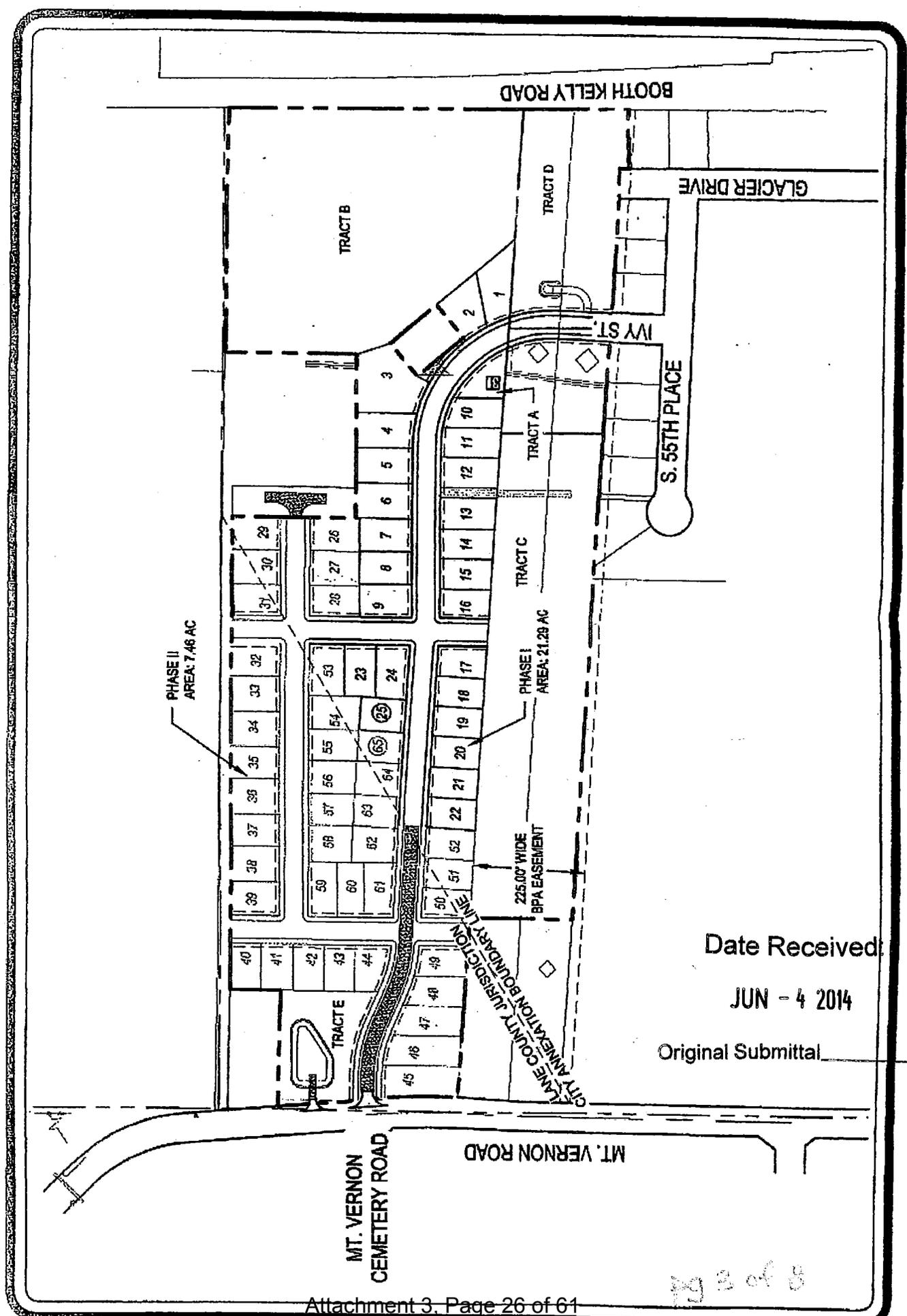
Staff Contact:
Mark Metzger, City of Springfield
E-mail mrmetzger@springfield-or.gov
Phone: (541) 726-3775

Date Received:
JUN - 4 2014

Original Submittal _____

If you would like to meet directly with the planner, please call and make an appointment.

2 of 8



Date Received:

JUN - 4 2014

Original Submittal

MT. VERNON
CEMETERY ROAD

MT. VERNON ROAD

3 of 8

1802041109400
NUNEZ LORENZO G & ESTELLA M
952 S 56TH ST
SPRINGFIELD, OR 97478

1802041109500
KEILER BRIAN M & NICOLE S
946 S 56TH ST
SPRINGFIELD, OR 97478

1802041109600
LAUREN ESTATES LLC
780 S 57TH ST
SPRINGFIELD, OR 97478

1802041109700, 9800
NILSEN JOHN H & VIRGINIA B
695 S 44TH ST
SPRINGFIELD, OR 97478

1802041109800
NILSEN JOHN H & VIRGINIA B
695 S 44TH ST
SPRINGFIELD, OR 97478

1802044200100
DOAK JOYCE
1070 LINDA LN
SPRINGFIELD, OR 97478

1802044200700
JM INVESTMENTS LLC
1248 NW DOMENICO DR
ROSEBURG, OR 97471

1802044200700
LA CONFIANZA LLC
1110 E BONNEVILLE AVE
LAS VEGAS, NV 89101

1802044200800
SORENSEN RICHARD M
90820 KNOX RD
EUGENE, OR 97408

1802044200900
NICOLE ANN GRAZTER REVOCABLE TRUST
4842 COCONINO WAY
SAN DIEGO, CA 92117

Councilor Marilee Woodrow
1009 S 59th Street
Springfield, OR 97478

Jesse Lovrien
Hayden Homes LLC
2404 SW Glacier Pl, Ste 110
Redmond, OR 97756

Michael Carbone
Cardno
5415 SW Westgate Dr, Ste 100
Portland, OR 97221

Handwritten notes:
Who knows when these were done
M...

Date Received:

JUN - 4 2014

Original Submittal _____

Handwritten: pg 4 of

Attachment "B"
Attachment 3, Page 27 of 61

Handwritten: (Intro: 127

~~1802041102300, 2400~~
LANTZ MEI LIN
945 S 55TH PL
SPRINGFIELD, OR 97478

1802041102300, 2400
WHITENACK COLBY
945 S 55TH PL
SPRINGFIELD, OR 97478

~~1802041102400~~
~~LANTZ MEI LIN~~
~~945 S 55TH PL~~
~~SPRINGFIELD, OR 97478~~

1802041102400
WHITENACK COLBY
945 S 55TH PL
SPRINGFIELD, OR 97478

1802041102500
BROWN DONALD L & ANITA D
923 S 55TH PL
SPRINGFIELD, OR 97478

1802041102600
GILLHAM BONNIE J
907 S 55TH PL
SPRINGFIELD, OR 97478

1802041102700
HICKMAN KELLY BRATTON & KHOURY W
897 S 55TH PL
SPRINGFIELD, OR 97478

1802041102800
CULLEN DANIEL R & DEBORAH L
849 S 55TH PLACE
SPRINGFIELD, OR 97477

1802041102900
SCOTT KIMBERLY A
5563 GLACIER DR
SPRINGFIELD, OR 97478

1802041103000
BENDER KURT L & LINDA C
5597 GLACIER ST
SPRINGFIELD, OR 97478

1802041103100
ROE HERMAN FRANK & YASUE
850 S 56TH ST
SPRINGFIELD, OR 97478

1802041103200
HIGGINS TERI
896 S 56TH ST
SPRINGFIELD, OR 97478

1802041103300
HEAUSER DONALD S
38488 JUNE LN
SPRINGFIELD, OR 97478

1802041103400
JIM & LEA MCGILLVREY TR
930 S 56TH
SPRINGFIELD, OR 97478

1802041103500
MELEAR AARON & JESSICA
929 S 56TH ST
SPRINGFIELD, OR 97478

~~1802041103600~~
RANKIN FRED E JR & BETH M
915 S 56TH ST
SPRINGFIELD, OR 97478

1802041103700
BENHAM LONNIE P & JACQUELINE
903 S 56TH ST
SPRINGFIELD, OR 97478

1802041103800
PETTY STEPHEN E & FRANCES C
901 S 56TH ST
SPRINGFIELD, OR 97478

1802041103900
ANTONOVICH DANIEL J & TINA L
897 S 56TH ST
SPRINGFIELD, OR 97478

1802041104000
FARR ERIC G & DORENE V
885 S 56TH
SPRINGFIELD, OR 97478

1802041104100
KOOZER SCOTT
867 S 56TH ST
SPRINGFIELD, OR 97478

1802041104200
HOEGER TERENCE W & MARY M
847 S 56TH ST
SPRINGFIELD, OR 97478

1802041104300
SELIX LINDA
85535 JASPER PARK RD
PLEASANT HILL, OR 97455

1802041104400
KLUTSCHKOWSKI KEVIN & BOBBI D
5659 GLACIER DR
SPRINGFIELD, OR 97478

1802041104500
GYANENDRA PRASAD LIVING TRUST
3274 LAKESIDE DR
EUGENE, OR 97401

1802041108700
HAGEMAN KAREN J
773 S 57TH ST
SPRINGFIELD, OR 97478

1802041108800
GILLIAM ROBERT J & DEBORA J
949 S 56TH ST
SPRINGFIELD, OR 97478

~~1802041108900~~
~~IN/MPHRIES ROBERT KELLEY~~
~~951 S 56TH ST~~
~~SPRINGFIELD, OR 97478~~

1802041109100
GALCERAN RONALD D & KAREN L
974 S 56TH ST
SPRINGFIELD, OR 97478

1802041109300
ROBERTS JONATHAN F & LINDA R
960 S 56TH ST
SPRINGFIELD, OR 97478

Date Received:

JUN - 4 2014

Attachment 3, Page 28 of 61
Original Submitted

pg 5 of 8

1802040000300
BOBBI LLC
5409 IVY ST
SPRINGFIELD, OR 97478

1802040000307
HARRIS TERRY L & ANITA M
5353 IVY ST
SPRINGFIELD, OR 97478

1802040000310, 313
HAYDEN HOMES LLC
2622 GLACIER PL STE 110
REDMOND, OR 97756

1802040000312
GRAFTED GAINS LLC
PO BOX 71711
EUGENE, OR 97401

1802040000313
HAYDEN HOMES LLC
2622 GLACIER PL STE 110
REDMOND, OR 97756

1802040002800, 2801
LOUIE JACK
PO BOX 2617
EUGENE, OR 97402

1802040002801
LOUIE JACK
PO BOX 2617
EUGENE, OR 97402

1802041100401
BERNARD ANGELA
796 S 57TH ST
SPRINGFIELD, OR 97478

1802041100402
RODRIGUEZ ELI A & ALONDRA
5694 GLACIER DR
SPRINGFIELD, OR 97478

1802041100500
FOX MICHAEL L & LINDA S
5668 GLACIER ST
SPRINGFIELD, OR 97478

1802041100600
KREMPLY KAYLA M + Ross
5630 GLACIER DR
SPRINGFIELD, OR 97478

1802041100600
KREMPLY ROSS D
5630 GLACIER DR
SPRINGFIELD, OR 97478

1802041100700
HICKLE PATRICIA A
35191 MCKENZIE VIEW DR
SPRINGFIELD, OR 97478

1802041100700
LAWRENCE JEFF
35191 MCKENZIE VIEW DR
SPRINGFIELD, OR 97478

1802041100800
BATCHELOR CHRISTINE M
932 C ST
SPRINGFIELD, OR 97477

1802041100900
KINDT FAMILY TRUST
5576 GLACIER DR
SPRINGFIELD, OR 97478

1802041101000
JONES GARY DEAN
PO BOX 41441
EUGENE, OR 97404

1802041101100
BAEUERLEN MELISA S & MICHAEL E
40227 JASPER-LOWELL RD
LOWELL, OR 97452

1802041101200
COLEMAN TAMMARA A & SANDEFUR MARK S
820 S 55TH PL
SPRINGFIELD, OR 97478

1802041101300
SCHULKE THOMAS
36333 PAUL LN
SPRINGFIELD, OR 97478

1802041101400
ESTABROOK WAYNE R & JANETT M
892 S 55TH PL
SPRINGFIELD, OR 97478

1802041101500
METCALF KRISTY
5541 IVY ST
SPRINGFIELD, OR 97478

1802041101600
HAZEL JEAN WALLACE LIVING TRUST
932 S 55TH PL
SPRINGFIELD, OR 97478

1802041101700
RONNING TERRY R & MICHEL A
944 S 55TH PL
SPRINGFIELD, OR 97478

1802041101800
ORMES EDWARD KENNETH JR & JESSICA
968 S 55TH PL
SPRINGFIELD, OR 97478

1802041101900
WEBB THOMAS S & SANDRA S
970 S 55TH PL
SPRINGFIELD, OR 97478

1802041102000
HUISENGA MARK A
996 S 55TH ST
SPRINGFIELD, OR 97478

1802041102000
SMALL TAMARA A
996 S 55TH ST
SPRINGFIELD, OR 97478

1802041102100
OPPLIGER MELVIN E & BARBARA A
983 S 55TH PL
SPRINGFIELD, OR 97478

1802041102200
JOHNSON LIVING TRUST
975 S 55TH PL
SPRINGFIELD, OR 97478

Date Received:

JUN - 4 2014

Attachment 3, Page 29 of 61
Original Submittal

Page 6 of 8

1802040000300
Resident
509 IVY ST
Springfield, OR 97478

1802040000307
Resident
5309 IVY ST
Springfield, OR 97478

1802040000307
Resident
5353 IVY ST
Springfield, OR 97478

1802040000310
Resident
5349 IVY ST
Springfield, OR 97478

1802040002800
Resident
5400 MT VERNON RD
Springfield, OR 97478

1802040002800
Resident
5410 MT VERNON RD
Springfield, OR 97478

1802041100401
Resident
796 S 57TH ST
Springfield, OR 97478

1802041100402
Resident
5694 GLACIER DR
Springfield, OR 97478

1802041100500
Resident
5668 GLACIER DR
Springfield, OR 97478

1802041100600
Resident
5630 GLACIER DR
Springfield, OR 97478

1802041100700
Resident
5602 GLACIER DR
Springfield, OR 97478

1802041100800
Resident
5598 GLACIER DR
Springfield, OR 97478

1802041100900
Resident
5576 GLACIER DR
Springfield, OR 97478

1802041101100
Resident
5548 GLACIER DR
Springfield, OR 97478

1802041101200
Resident
820 S 55TH PL
Springfield, OR 97478

1802041101300
Resident
550 S 55TH PL
Springfield, OR 97478

1802041101400
Resident
892 S 55TH PL
Springfield, OR 97478

1802041101500
Resident
5541 IVY ST
Springfield, OR 97478

1802041101600
Resident
32 S 55TH PL
Springfield, OR 97478

1802041101700
Resident
944 S 55TH PL
Springfield, OR 97478

1802041101800
Resident
968 S 55TH PL
Springfield, OR 97478

1802041101900
Resident
70 S 55TH PL
Springfield, OR 97478

1802041102000
Resident
996 S 55TH PL
Springfield, OR 97478

1802041102100
Resident
983 S 55TH PL
Springfield, OR 97478

1802041102200
Resident
55 S 55TH PL
Springfield, OR 97478

1802041102300
Resident
967 S 55TH PL
Springfield, OR 97478

1802041102400
Resident
945 S 55TH PL
Springfield, OR 97478

1802041102500
Resident
3 S 55TH PL
Springfield, OR 97478

1802041102600
Resident
907 S 55TH PL
Springfield, OR 97478

1802041102700
Resident
897 S 55TH PL
Springfield, OR 97478

Date Received:

JUN - 4 2014

Original Submittal

1802041102800
Resident
9 S 55TH PL
Springfield, OR 97478

1802041102900
Resident
5563 GLACIER DR
Springfield, OR 97478

1802041103000
Resident
5597 GLACIER DR
Springfield, OR 97478

1802041103000
Resident
802 S 56TH ST
Springfield, OR 97478

1802041103100
Resident
850 S 56TH ST
Springfield, OR 97478

1802041103200
Resident
896 S 56TH ST
Springfield, OR 97478

1802041103300
Resident
908 S 56TH ST
Springfield, OR 97478

1802041103400
Resident
930 S 56TH ST
Springfield, OR 97478

1802041103500
Resident
929 S 56TH ST
Springfield, OR 97478

1802041103600
Resident
915 S 56TH ST
Springfield, OR 97478

1802041103700
Resident
903 S 56TH ST
Springfield, OR 97478

1802041103800
Resident
901 S 56TH ST
Springfield, OR 97478

1802041103900
Resident
97 S 56TH ST
Springfield, OR 97478

1802041104000
Resident
885 S 56TH ST
Springfield, OR 97478

1802041104100
Resident
867 S 56TH ST
Springfield, OR 97478

1802041104200
Resident
47 S 56TH ST
Springfield, OR 97478

1802041104300
Resident
5625 GLACIER DR
Springfield, OR 97478

1802041104400
Resident
5659 GLACIER DR
Springfield, OR 97478

1802041104500
Resident
591 GLACIER DR
Springfield, OR 97478

1802041104500
Resident
5693 GLACIER DR
Springfield, OR 97478

1802041108800
Resident
949 S 56TH ST
Springfield, OR 97478

1802041108900
Resident
1 S 56TH ST
Springfield, OR 97478

1802041109300
Resident
960 S 56TH ST
Springfield, OR 97478

1802041109400
Resident
952 S 56TH ST
Springfield, OR 97478

1802041109500
Resident
5 S 56TH ST
Springfield, OR 97478

1802041109800
Resident
934 S 56TH ST
Springfield, OR 97478

1802044200100
Resident
1040 LINDA LN
Springfield, OR 97478

1802044200700
Resident
15 MT VERNON CEMETERY RD
Springfield, OR 97478

1802044200800
Resident
5423 MT VERNON RD
Springfield, OR 97478

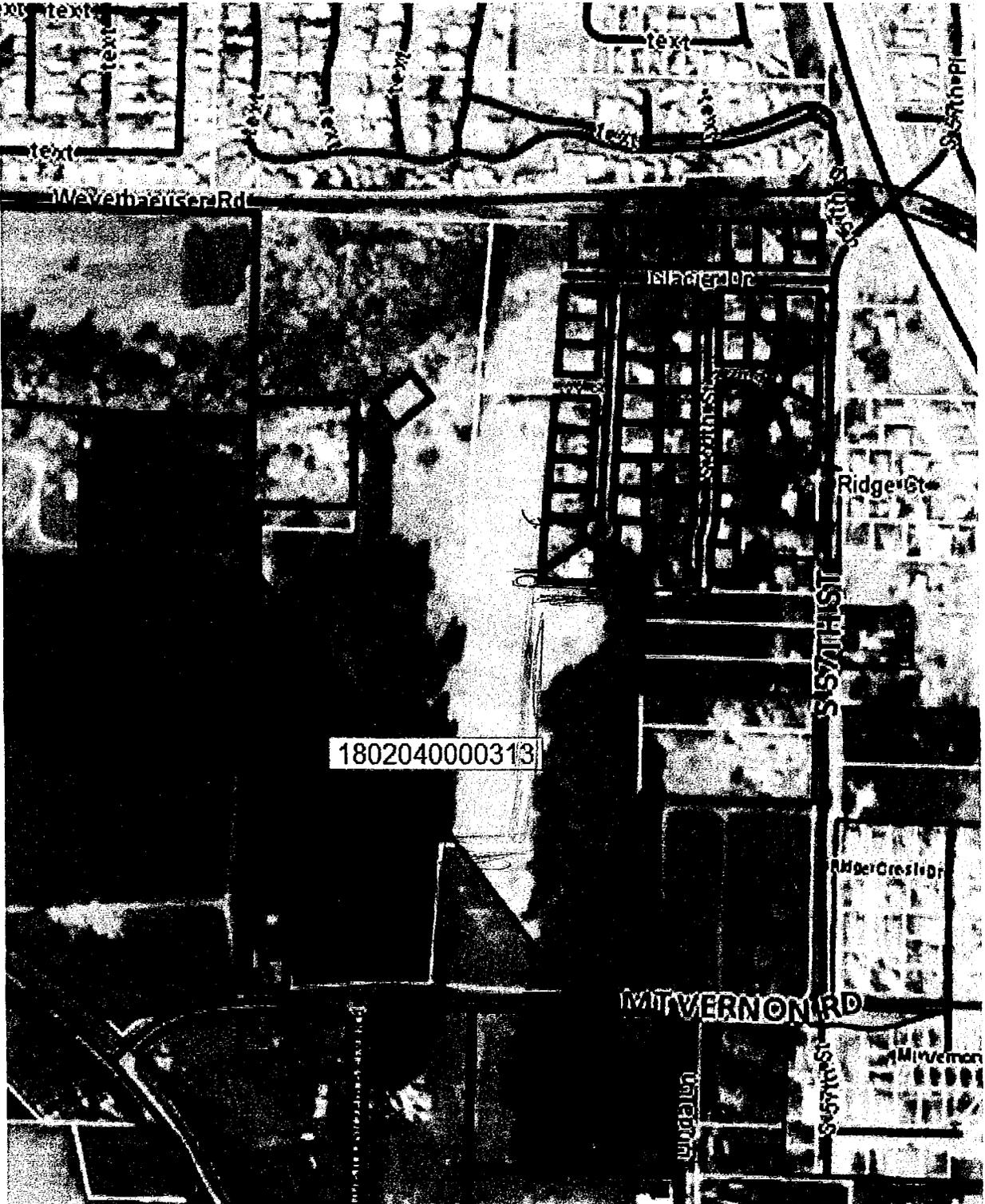
1802044200900
Resident
1030 MT VERNON CEMETERY RD
Springfield, OR 97478

Date Received:

JUN - 4 2014

Original Submittal

on file B



House on
S. 57th for
Sale could
be used as
access out

1802040000313

Date Received:

JUN - 4 2014

Original Submittal Attachment 3, Page 32 of 61

Bob Smejkal attorney is an
owner?
or just attorney
owns Bar S Ranch by Mt Vernon

Tree Felling M

original

CITY OF SPRINGFIELD, OREGON
DEVELOPMENT & PUBLIC WORKS DEPARTMENT



225 FIFTH STREET
SPRINGFIELD, OR 97477
PHONE (541)726-3753
FAX (541)726-3689
www.springfield-or.gov

15-FOOT PUBLIC NOTICE PENDING TREE FELLING APPLICATION

Effective Date of Notice: April 16, 2014
Application Number: TYP214-00006
Applicant: Hayden Homes LLC

Description of the Application: The applicant submitted a tree felling permit requesting the removal of some of the existing trees within a 13.4 acre section of the proposed development of Laurelwood Phase 1 (formerly Wild Goose Landing) subdivision. The 13.4 acre area of Douglas Fir trees to be removed are within the green area of the attached map.

Location: The property involved in this request is located on vacant lot SW of S 55th Place & Mt. Vernon Road in Springfield, Assessor's Map No. 18-02-04-00, Tax Lot(s) 313.

Applicable Criteria: The criteria of approval found in Sections 5.19-125 & 5.19-130 of the Springfield Development Code (SDC) apply to this application. The criteria are available at Springfield City Hall weekdays between 8:00 a.m. and 5:00 p.m. at the Development Services Department or on the City's website at www.springfield-or.gov under *Springfield Development Code*.

Your Right to Provide Written Comment: Prior to the City making any decision on the application, you are provided a fourteen (14) day period for the submission of written comments. Your written comments must be received by 5:00 p.m. on April 30, 2014. Send comments to the attention of the staff contact listed below. You may review the record of this application online at www.springfield-or.gov under "Doing Business - Online Public Documents", or at City Hall and purchase copies at a reasonable cost.

Failure to Raise Issue: Issues which may provide the basis for an appeal to the Land Use Board of Appeals shall be raised in writing prior to the expiration of the comment period. Issues shall be raised with sufficient specificity to enable the decision maker to respond to the issue.

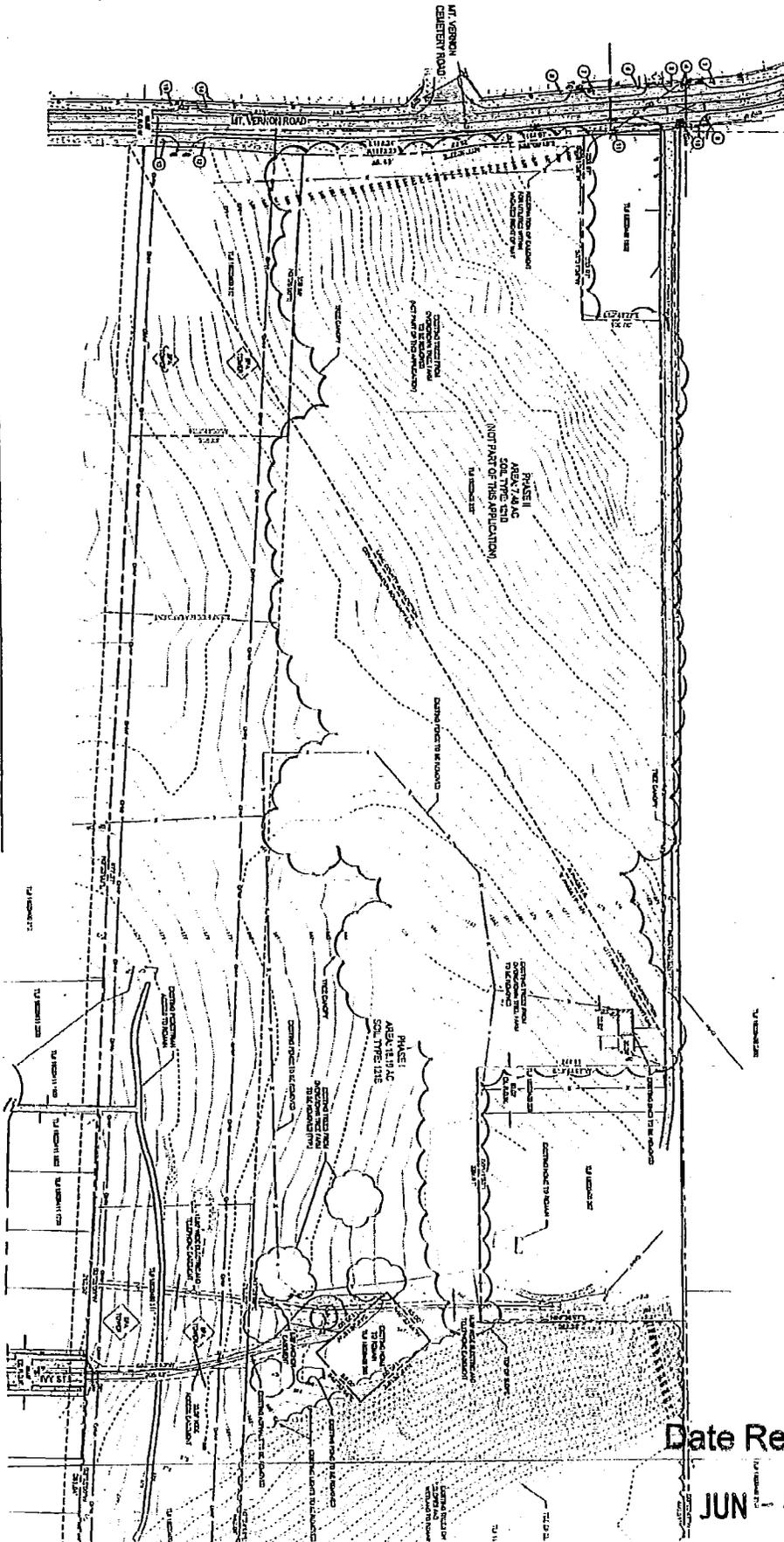
Staff Contact:
Mark Metzger
City of Springfield
Urban Planning Division
E-mail: mmetzger@springfield-or.gov
Phone: (541) 726-3775

If you would like to meet directly with the planner, please call and make an appointment.

Date Received:

JUN - 4 2014

Tree Felling Application—File No. TYP214-00006
 Hayden Homes-Laurelwood Subdivision



Date Received:

JUN - 4 2014

Original Submittal

Hayden Homes proposes to remove the planted stand of Douglas fir and two isolated stands of trees shown in yellow-green on the map. The applicant contends the removal is required to allow development of the subdivision. The overall site is constrained by the BPA Transmission Line easement and the steep slopes at the north end of the property.

The natural stands of oak and other species on the slope and adjacent to the wetland at the base of the slope shall be preserved.

CITY OF SPRINGFIELD, OREGON

DEVELOPMENT AND PUBLIC WORKS



225 FIFTH STREET
SPRINGFIELD, OR 9747
PHONE: 541.726.3753
FAX: 541.736.1021
www.springfield-or.gov

Jim Donovan Boss
Mark Metzger Sr. planner
clayton mcEachern - pipes. Civil Engineer
Michael Liebler
Roads Transportation Engineer from Seattle
Kyle Greene Civil Engineer
May 20, 2014

NOTICE OF DECISION

Approved with conditions

LAURELWOOD SUBDIVISION- FILE NO. TYP214-00004

To: Interested Parties

Decision: Based on a review of the proposed Laurelwood subdivision tentative plan against the criteria for approval found in Section 5.1-125 of the Springfield Development Code (SDC), staff has approved the submitted tentative plan, with conditions, as of the date of this letter. All improvements are required to be installed as shown on the approved plan or as conditioned. Any proposed changes to the tentative plan must be submitted to the Planning Division and approved prior to installation. Public Improvement Plans and the Subdivision Plat must conform to the submitted tentative plan as conditioned. This is a limited land use decision made according to city code and state statutes. Unless appealed, the decision is final.

Opposition to the proposed subdivision plan has been expressed by many neighbors in the adjoining neighborhood on South 55th Place which will be affected by increased traffic. Neighbors have expressed their preference for access to the new subdivision to be accomplished by extending Glacier Street as shown on the Springfield Conceptual Local Street Map. The approved connection to the subdivision will use Ivy Street and S. 55th Place to access Glacier Drive for Phase I. In Phase II of the subdivision a fully improved street will connect the subdivision to Mt. Vernon Rd. Heavy construction traffic will access the subdivision during construction from Mt. Vernon. Attached are summaries of the comments received from the neighborhood as well as a staff response. Also attached is a list of the "conditions of approval" for the proposed subdivision. A copy of the full, 33-page report is available by calling Mark Metzger at 541-726-3775 or by e-mailing mrmetzger@springfield-or.gov.

Appeals: If you wish to appeal this Type II Limited Land Use - Subdivision decision, your application must comply with SDC Section 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 Section 5.3-115 which provides for a 15 day appeal period and Oregon Rules of Civil Procedures, Rule 10(c) for service of notice by mail, the appeal period for this decision expires at 5:00 p.m. on June 4, 2014. Wednesday

Questions: Please call Mark Metzger in the Planning Division of the Development and Public Works Department at (541) 726-3775 if you have any questions regarding this process.

Date Received:

JUN - 4 2014

Original Submittal _____

Tamie Yarnall and Mark Huisenga
996 South 55th Pl.

Comment: Staff did know or should have known that the 225-foot BPA easement between the development and the neighborhood would reduce the number of neighbors would receive the 300-foot notice.

Driving up Glacier Drive is dangerous and is nearly impossible in ice and snow. The intersection of Glacier Drive and S. 55th Place is dangerous—a “possible death trap.” A stop sign should be installed at the corner of Glacier and S. 55th Place and one at Ivy Street and S. 55th Place if Ivy is used to access the subdivision. If Ivy is used, the corner of Ivy and S. 55th will become a rolling stop (even if there is a stop sign in place). Using Ivy as the main road will turn it into a quick and dangerous “S” curve.

Staff has stated that extending Glacier would adversely affect Booth Kelly Road below. Talking with people who have walked Booth Kelly Road say there are lots of breaks in the path which used to go a very long way. New development has infringed on the road in several places. Staff indicated that the wetland at the base of the slope adjacent to Booth Kelly Road would be impacted if Glacier were extended. However, the pond appears as if it would still exist but it would be changed. Why is the pond more important than the safety of our neighborhood cul-de-sac?

The tree-felling notice stated that some of the trees within the subdivision boundary were proposed for removal. Staff then said that all of the trees would be removed, perhaps except for some on the south edge of the subdivision. It seems as though anyone who has lived in our area knows these trees cannot stay up when they are disturbed.

OTHER SUGGESTIONS -

1. **NOISE** - How about keeping all the noise from the construction of the new Laurelwood development between the hours of 8am-6pm Monday-Friday?
2. **UNDER THE POWER LINES**- Please make sure under the power lines the field will be taken care of and the blackberries will be killed that grow on the fence that divides the property from S. 55th Pl.
3. **HORSES** are welcome to stay on the property under the power lines. They are great lawnmowers.

Date Received:

JUN - 4 2014

Original Submittal _____

7

original

From : Tamie Yarnall
Mark Huisenga

emailed to Mark Metzger Senior Planner 3:00pm on Tuesday 4/29/2014

Hello to the neighbors of S.55th Pl. and Ivy St.,
You should have received a letter from the city of Springfield inviting your comments/
concerns and your attendance to a community meeting. TONIGHT, Wednesday April
23rd, at 7pm. To be held at City Hall in the Springfield library meeting room (2nd floor).

As you may now know Hayden Homes recently acquired the property to the west of
South 55th Place with a plan to develop it in two phases. Phase I of this 65 home
subdivision proposes Ivy Street as public access, with Mount Vernon as the other
access in Phase II.

History

Approx. 6 years ago the previous owner of that property, Barbara Parmenter, submitted
another of many building requests to the City to develop a new sub division called "Wild
Goose Landing". She wanted to use Ivy Street as her exit with an eventual second exit
coming out on to Mount Vernon Rd. ***(The same plan that Laurelwood now proposes.)***

Barbara has proposed several "development plans" to the city over the last 20+ years.
The neighborhood has fought to save Ivy Street from being used as an access street
over and over and HAVE prevailed.

*Several years ago the City of Springfield REQUIRED Glacier Street would have to be
the access road if this property was EVER to be developed, and assigned the
accessibility costs to the developer. As a neighborhood we FINALLY thought this issue
was put to rest.*

Current Issues

Now we find the previous owner is no longer in the picture and suddenly we are thrust
into this predicament again with the new owners of the property. As a neighborhood
WE DO HAVE A VOICE. We CAN possibly SAVE IVY Street from being used as a
thorough fair. Please come to the meeting tonight and voice your opinion.
It feels like the City of Springfield is not thinking about what is most important or safe for
OUR NEIGHBORHOOD. It feels like they are just wanting whats best and cheapest for
Hayden Homes. Ivy St. is ready to use right now. Extending Glacier would take a lot of
time and money.

*Why not use Mount Vernon right away. It really would not take very long or cost that
much to get it ready for use. Put off the decision to use Ivy or Glacier until the
neighborhood and the city can come to some kind of an agreement.*

Date Received:

JUN - 4 2014

4/23/14 PLEASE HELP!

Below are several issues/topics that can still be written about to the city:

*March 27 the city sent out the first mailing supposedly informing all people 300ft away that April 9, 2014 was the deadline to write about comments/concerns for the new subdivision. However, only 4 out of approx. 40 homes received the mailing in our subdivision. When I asked who should have received the mailing, employees at the city said 300ft from the actual property line. However, at the neighborhood meeting held April 3rd at the Oppliger home, Mark Metzger said it was used from the edge of the new subdivision. He said the computer generated the address list and the 200ft easement caused a problem. Granted a 200 ft. easement is not usually involved in a public notification. (I would like to thank Mark for coming to a quickly formed neighborhood meeting on April 3rd and thank him for sending out another mailing to all the neighbors who should have received the first mailing. Thanks also for extending the deadline to April 23 for comments/concerns.)

*If Mark is in charge of notifying the neighbors then why did he not verify who actually was receiving the mailing? In reality he did know the 200ft easement was there and should have taken extra steps to insure the first mailing went out correctly/properly. Or, if only a very few people knew about the mailing then less people would write against the use of Ivy/Glacier and the whole thing would go much smoother. Then we all would have found out when Mark and Hayden Homes notified us of a public "Get to know the new neighbors Meeting" (which took place April 23, I'm sure a few days or weeks sooner than it would have).

*Driving up Glacier from S. 57th at night is dangerously narrow with lots of vehicles parked on both sides of the street. It is down right treacherous when it is raining. It is nearly impossible to drive up with snow and ice.

*Driving up Glacier from S. 57th and turning left onto S. 55th cars tend to cut the corner. The steepness of glacier street seems to cause you not to want to continue up and turn left into the proper lane. The steepness makes it a dangerous left turn. The unbuilt lot to the north has lots of blackberries growing clear into the street also helping to cause us to cut the corner on the turn.

*Turning Left onto S. 55th at night is dangerously narrow with lots of vehicles parked on both sides of the street which makes it a blind corner. It is also a blind corner during the day due to plant life from the home on the corner of S. 55th and glacier.

*When you exit from S. 55th turning onto Glacier there NEEDS to be a stop sign (the same for S. 56th. Turning from Ivy onto S.55th also needs a stop sign (if Ivy is to be used).

*If Ivy Street is used as a connection road between the two subdivisions the corner of Ivy and S. 55th will become a rolling stop (even if there is a stop sign in place).
Date Received:

JUN - 4 2014

Ivy as the main road will turn it into a quick and dangerous "S" curve. Which should NEVER be built, as was determined by the City several years ago; Extending Glacier to S. 54th was the safest way to get lots of cars moving in and out of the area. People will come to know it is a quick "S" turn and will treat it as such (it's the human condition).

*The corner of S. 55th and Glacier is a possible DEATH TRAP. Right now there are very few (20) homes on S. 55th who have to be very careful. Adding more traffic to this already dangerous corner is really asking for serious problems. If the city of Springfield requires a second exit for our subdivision then using Glacier and using S. 56th eventually would be safer for visibility purposes because of the steepness of the hill and the visual blocks.

*We now understand, as of the quickly arranged neighborhood meeting on April 5th, there were road construction problems east of our subdivision on Mountain Gate subdivision. Roads were possibly giving way and making mountain gate a sliding hill (like Oso in Washington State). The City of Springfield is aware of those problems and now knows how a road constructed on a steep hill SHOULD be built for safety of slides.

*On April 25, I was told by Michael Liebler (moved here recently from Seattle - in charge of the roads for the new Laurelwood subdivision) that if a road was built to hold extending Glacier it would affect adversely by changing the shape of the existing Booth Kelly Road below, now owned by Willamalane. Talking with people who have walked that path they say there are lots of breaks in the path which used to go a very long way. New development has infringed on the road in several places.

*Yes, there is a pond also at the bottom of that slope, yes the pond would be affected but not taken out completely. "The line" used was that the city would have to come up with another wet land to take it's place if we did extend Glacier. However, the pond appears as if it would still exist but it would be changed. Why is the pond more important than the safety of our neighborhood culdesac? 6 years ago it was a wetland issue and the city still required for the safety of the neighborhood Glacier St. to be extended.

Six years ago there were different Springfield City employees who actually seemed to think our neighborhood was more important. They have since retired and we now have a new group in charge. It seems as though Hayden Homes and City of Springfield are now partnering up. We all know it would be very costly for Hayden Homes to construct a road extending Glacier to S. 54th. It seems like the City of Springfield now wants new development MORE than safety for an existing neighborhood.

*Now April 21 the neighborhood received a mailing informing us of a tree felling permit being requested from Hayden Homes (we have until the first week in May to write our concerns to the city). The very first sentence in the new mailing Mark Metzger writes telling the neighborhood that "SOME" of the trees will be affected. I was unable to make the "get to know you" meeting on April 23 so I went to the city and talked to Mark directly about the Trees. My husband said ALL of the trees would be cut.

Date Received:

Sure enough Mark Metzger told me ALL of the trees would need to be cut down (except for a very few at the far south end. He supposedly had just found out after talking to the forest service that these trees have small root balls and you cannot disturb them or they become unsafe when big wind and rains come. So they now will be unsafe and must ALL (with a very few exceptions) be cut down to protect the new subdivision.

It seems as though anyone who has lived in our area knows these trees cannot stay up when they are disturbed. It seems as though a city employee in charge of a new subdivision who has lived in this area for as long as he has would know this. Again, it seems as though the letter written to our neighborhood was misrepresented as to not cause a stir.

In conclusion, we all know development is bound to happen on any large piece of property here in the Springfield city limits. We as a neighborhood know we cannot do anything to stop this. BUT WE AS A NEIGHBORHOOD CAN AND DO HAVE THE RIGHT TO DO ANYTHING IN OUR POWER TO PROTECT IVY STREET.

MARK, PLEASE RECONSIDER YOUR PROBABLE DECISION ABOUT USING IVY STREET AS ONE OF THE MAIN ROADS OUT OF THE NEW LAURELWOOD SUBDIVISION. COME SPEND AN EVENING (especially on a rainy night) WATCHING NEIGHBORS WHO ALREADY LIVE HERE TRY TO NAVIGATE THEIR WAY UP FROM GLACIER TO MAKE THE TURN ONTO SOUTH 55TH PL. PLEASE MAKE MT. VERNON THE EXIT FOR NOW AND TAKE SOME TIME TO THINK ABOUT USING IVY STREET. THIS IS A VERY IMPORTANT DECISION FOR YEARS TO COME. HELP SAVE LIVES AND SAVE A NEIGHBORHOOD CULDESAC.

OTHER SUGGESTIONS -

1. NOISE - How about keeping all the noise from the construction of the new laurelwood development between the hours of 8am-6pm Monday-Friday?
2. UNDER THE POWER LINES- Please make sure under the power lines the field will be taken care of and the blackberries will be killed that grow on the fence that divides the property from S. 55th Pl.
3. HORSES are welcome to stay on the property under the power lines. They are great lawnmowers

Tamie Yarnall and Mark Huisenga
996 South 55th Pl.

Springfield, OR 97478

Feel free to contact me at 541-741-3222. I do not look at my email ever.



P.S. Thanks again for allowing me to turn this little novel into you later than April 23rd.

C.C. Jim Donovan
C.C. Peter DeFazio
C.C. Springfield City Council

Date Received:

JUN - 4 2014

Original Submittal _____

Attached is the form that needs to be submitted to appeal the Hayden Homes decision. Also attached is the list of criteria which are used to approve subdivision applications.

Mark Metzger, Planner III

City of Springfield

225 Fifth Street

Springfield, OR 97477

(541) 726-3775, Fax (541) 726-3689

****Please note my new e-mail address and update your file**.**

mrmetzger@springfield-or.gov

Messages to and from this e-mail address may be available to the public under the Oregon Public Records Law

Date Received:

JUN - 4 2014

Original Submittal_____

April 3, 2014

Mark Metzger
City of Springfield
Development and Public Works Dept.
225 5th St
Springfield OR 97477

Re: Notice of Pending Subdivision
Record #: TYP214-00004
Applicant: Hayden Homes

Comments regarding the Public Notice dated March 26, 2014:

1. The 225' BPA easement on the east side of the proposed development puts the homeowners most concerned with the development almost out of range for the required 300' public notice. That is an injustice to the affected neighbors to the development and a serious flaw in the department's regulations. The easement should not have been included in the determination of the 300' public notice. Therefore affected neighbors were not given adequate notice.
2. The development uses Ivy Street as the primary access to the development for the first phase of 25 lots. In my opinion that is an unsafe and inadequate neighborhood route for a 25 lot development.
3. The original "safe" plan for the development included an extension of Glacier to provide access to the new development that would not endanger the children on existing Ivy and 55th Place.

Please reconsider the proposed development on the basis of neighborhood safety and the earlier proposed development plans which provided a more direct access to the development, particularly as it expands to a 65 lot development.

Respectfully submitted,
Curt and Doris Lantz
967 South 55th Place
Springfield OR 97478
541-636-3528
Curtlantz21@gmail.com

Date Received:

JUN - 4 2014

Original Submittal _____

Date 4/4/14

My name is BONNIE J GILLHAM
Address 907 S. 55th PL
SPRINGFIELD, OR 97478

I don't understand why Jay is being considered ^{again} as the exit from the 65 new homes that are to be built directly across from my house at 907 S 55th Place. It looks to me like that would be the worst place to have the exit because of how much that would snarl up traffic trying to get to work in the morning. Glaciers would be more of a straight shot out and Daisy would be ~~an excellent place to have a light so people could get there~~ ^{to go as an exit since a light would be} to exit onto Bob Straub Parkway. Are the developers just trying to save money by using Jay. If that is true I'm glad we have people at your ~~who can prevent that sort of thing~~ ^{who can prevent that sort of thing} ~~when it is not in~~ ^{again} the best interest of the new home owners who will be coming in as well as those of us who are already here. This was denied the first time it was tried ^{by the previous owner} and I sincerely hope it will be denied again. Thank you for considering my input.

Date Received:

JUN - 4 2014

Original Submittal

Signed B. J. Gillham

Appeal

1. Maintain Walking path (Blackberries weeds)
2. Maintain Land between path & S. 55th Fence line (Grass, etc)
3. Increase water pressure to S. 55th
4. Hayden Homes is not against extending Glacier ^{they said so}
5. Why use Ivy or glacier. Ivy could be emergency exit for Royale Ridge and stay the driveway to parmenter House
* Loop out to Mt Vernon twice (use Jack Louie property as emergency) or use Ulgains property to S. 56th for emergency only would take care of 2 exits for both subdivisions and they would still be attached for future possibilities
6. BPA - says the Road out Ivy is very close to Tower and not the most exciting exit. BPA did not even Receive any of the 3 mailings so far from the City
7. Bubble shown on 4/3/14 Neighborhood mtg was smaller than the one given to Tamie after she requested a copy from the City - Tampering?
? Tampering?
? Only 4 homes received the First Mailing - had No one said anything it would have gone thru with No problem for City.
8. Need to start Calling S.U.B. about the Lack of water pressure Royale Ridge Has. Can be Bumped up for 12 homes \$2000⁰⁰ ish. Hayden Homes will pay for engineering Costs We pay for the actual pvc pipe

Date Received:

JUN - 4 2014

Original Submittal

Laurelwood Subdivision • Hayden Homes

Appeal Date: June 4th, 2014 @3pm

Appeal Fees = \$250

You may or may not be aware of what's happening right next to our subdivision (Royal Ridge) of approx. 53 homes.

Hayden Homes is planning a 65 home subdivision (with small lots and entry level homes) next to ours, using Ivy St.- South 55th & Glacier as the access road, with an (eventual) opening to Mt. Vernon Road. They plan on 23 homes in phase 1 and the remaining 42 homes as phase 2

Approximately six years ago, from the WildGoose Landing Application the city of Springfield ruled that only Glacier Street could be used for a subdivision built in this area, because of SAFETY concerns with using the Ivy Street route.

Because of landslide concerns (think recently Oso, WA), and because of issues with inadequate road construction related to our local Mountain Gate subdivision, the city is now nervous about extending Glacier because of the steep cliff adjacent to it.

Bonneville Power is concerned about the proximity of either Glacier or Ivy, to their powerline towers. Many Royal Ridge residents agree that the Glacier/55th Place/Ivy route would be unsafe for heavier traffic, especially with the relatively blind corner where Glacier and 55th Place meet, and the steep hill (which becomes a problem with snow, ice and sun rays).

For these reasons, we believe the city should take the NECESSARY TIME AND EFFORT to research the use of alternate access points for the proposed Laurelwood Subdivision.

So far, only 2 City Planning Development Division employees have seen the Laurelwood propoasal and any of the community concerns that have been raised, and THEY have Approved (with conditions) Hayden Homes' application. The upcoming Appeal Hearing would finally involve the entire (volunteer) City Planning Commission.

The city has asked for a spokesperson to be named on an Appeal Application. Other Royal Ridge residents are encouraged to attend the Appeal Hearing to witness / to be heard in greater depth than any written responses that may have already been submitted.

Filing an Appeal would **create the time necessary** for concerned Royal Ridge residents to meet, fact-find, plan, and even lobby Planning Commission members, City-Council members, City Planning Division employees, Bonneville Power and Hayden Homes, regarding this issue.

I have already spoken with many of the above-named entities, and based on what I've learned, I feel an appeal would be worthwhile; I am also volunteering to serve as spokesperson for the purpose of this Appeal. I am inviting any who are willing, to contribute \$\$\$ to help pay the Appeal Fee, by 2pm THIS WEDNESDAY.

My Contact info is:

Tamie Yarnall 541-741-3222 at 996 South 55th Place, Springfield OR.

Date Received:

JUN - 4 2014

Royal Ridge Neighbors

James Donovan - Supervisor for planning at the City

Tara Jones
Planner
735 1003
541

Mark Metzger Questions for Senior planner City Sppl 5/30/2014

① How does Appeal work ~~one Applicant~~

5/30/2014
~~1:05 pm~~

② Has the concern letters been seen by the City Council (No)

③ Has City Council decided the Approval (Not Involved)

④ if Appeal Happens ^(A) How many days ^(B) & who sees the Appeal?

⑤ Do we get to be seen? (Robert's Rules of Order) (planning Commission)

* ⑤ Can other concerns be added to the Appeal that we forgot when we only had 10 days to think of Everything, (yes)

⑥ ^(A) why cut down all Trees? ^(B) who did you talk with at the Forest Service? ^(C) aren't there old growth trees ^(D) when our subdivisions was built there were trees left. ^(involved)

* ⑦ ^(A) Condition for Approval is "path is to be opened up" what does the mean exactly? ^(B) what about ~~maintaining~~ maintaining over the years? ^(C) what about possible injuries - lawsuits? ^(D) open gate to path? doesn't that mean more theft?

* ⑧ what about Construction Noise - what are the Hours ^(7Am-8pm) B. Regular Noise? ^{City Code}

with cardno co.
planning consultant ~~Michael~~ Cerbone 503 419 2500

* Contact Owner to walk on property - put gate in?

minimum is 20lbs
Royal Ridge has maybe 30lbs pressure
we have really low water pressure

5/30/2014
#2 or #3 guy manager for this property in our area
Hayden Homes
Jesse Louvrien
(503) 888-0985
Email: Home owners Assoc? HOA or Not? Because City

Date Received Water Booster Pump Verify

JUN - 4 2014 Water Division - Bart McKee
engineer
phone 341-796-8451

Scott designed water line
Till 6/23/14
Engineer
He emailed me the water map
S.M.B.

Appeal process

① Mark & Jim Donovan Reviewed & Approved
goes to "planning Commission" = Citizens of Springfield (Appeal Body)
local level they are decision = Land use Board of Appeal LUBA
Decision needs to be made 120 days from initial application
Technical Law

⑦ Blackberry Bushes and dirty Keep Open

Date Received:

JUN - 4 2014

Original Submittal _____

8 Hayden Building Belontower Storm water Waste Treatment plant

Ground is unstable as it fell from Royal Ridge.

Environmental Solutions
Nancy Holzhauser: Consultant
2540 Pierce Street
Eugene, Oregon 97405

(541) 343-6585

She also mentioned the pond
Below is what she
made herself its not environmental habitat
August 6, 1999

Barbara Parmenter
Parmenter Development
PO Box 334
Thurston, OR 97482-0334

Dear Barbara:

Enclosed is a copy of the joint permit application that will be submitted to the Corps of Engineers for the installation of stormwater and sewer pipe across the wetland. It is complete with the exception of the signature from the city planner, and Don Mogstad is handling that part of it, as he is in communication with them on a regular basis with this project. As soon as I receive that signed page from the city, I will submit the application to the Corps.

I will let you know of any communication that I receive from either DSL or the Corps.

Sincerely,

Nancy Holzhauser
Natural Resources Specialist

Enc: Joint Permit Application

Date Received:

JUN - 4 2014

Original Submittal _____



Environmental Solutions
 Nancy Holzhauser: Consultant
 2540 Pierce Street
 Eugene, Oregon 97405

(541) 343-6585

INVOICE

INVOICE #: 99-0706-1

BILLING DATE: August 6, 1999

TO: Barbara P. McCormick
 PO Box 334
 Thurston, OR 97482-0334

SERVICE DATES: July 21-August 6, 1999

DESCRIPTION:	Wetland Consulting Services	
	Site Assessment:	
	Field: 3.5 hrs	\$175.00
	Report preparation and coordination: 3 hrs	\$150.00
	Joint Permit Application: 5hrs	\$250.00
	Agency coordination: 2 hrs	\$100.00
	Materials and mileage	\$16.32
TOTAL FEE:		\$691.32
LESS RETAINER PAID 7/24/99		-\$650.00
TOTAL DUE		\$41.32

Terms are net 30 days. Please make your check payable to Environmental Solutions and mail payment to:

Environmental Solutions
 Nancy Holzhauser
 2540 Pierce Street
 Eugene, OR 97405

Date Received:

JUN - 4 2014

Original Submittal _____

It was a pleasure doing business with you. If you have questions about this invoice, please call Nancy at (541) 343-6585.



US Army Corps
of Engineers
Portland District

JOINT

PERMIT APPLICATION FORM

THIS APPLICATION WILL MEET THE REQUIREMENTS OF BOTH AGENCIES



AGENCIES WILL ASSIGN NUMBERS

Corps Action ID Number _____ Oregon Division of State Lands Number _____

SEND ONE SIGNED COPY OF YOUR APPLICATION TO EACH AGENCY

District Engineer
ATTN: CENPP-OP-GP
P O Box 2946
Portland, OR 97208-2946
503-808-4373

State of Oregon
Division of State Lands
775 Summer Street NE
Salem OR 97310
503-378-3805

① Applicant Name and Address	Barbara P. McCormick PO Box 334 Thurston, OR 97482	business phone # (541) 746-1461 home phone # FAX #
<input type="radio"/> Co-Applicant <input checked="" type="radio"/> Authorized Agent <input type="radio"/> Contractor Name and Address	Nancy Holzhauser (consultant) Environmental Solutions 2540 Pierce St. Eugene, OR 97405	business phone # (541) 343-6585 home phone # FAX # 338-7676
Property Owner (if different than applicant) Name and Address		business phone # home phone # FAX #

② PROJECT LOCATION			
Street, Road or other descriptive location	Legal Description		
S. of Weyerhaeuser road off 57th St. Thurston, Oregon	Quarter	Section	Township
		4	18S <input type="radio"/> North 2W <input type="radio"/> East <input checked="" type="radio"/> South <input checked="" type="radio"/> West
In or Near (City or Town)	County	Tax Map #	Tax Lot #
Springfield	Lane	18-02-04-310	310, 313
Waterway	River Mile	Latitude	Longitude
McKenzie	17	44° 2' 30"	122° 55'

Is consent to enter property granted to the Corps and the Division of State Lands? Yes No (Project area only)

③ PROPOSED PROJECT INFORMATION

Activity Type: Fill Excavation (removal) In-Water Structure Maintain/Repair an Existing Structure

Brief Description: Install stormwater and sewer lines in order to connect to Spfd. sys.

Fill will involve _____ cubic yards annually and/or 22 cubic yards for the total project
22 cubic yards in a wetland or below the ordinary high water or high tide line

Fill will be Riprap Rock Gravel Sand Silt Clay Organics Other _____

Fill Impact Area is 0.007 Acres; 50' length; 6' width; 2' depth

Removal will involve _____ cubic yards annually and/or _____ cubic yards for the total project
 _____ cubic yards below the ordinary high water or high tide line

Removal will be Riprap Rock Gravel Sand Silt Clay Organics Other _____

Removal Impact Area is _____ Acres; _____ length; _____ width; _____ depth

the Disposal area: Upland? Yes No Wetland / Waterway? Yes No Date Received: JUN 9 2014

Are you aware of any Endangered Species on the project site? Yes No If Yes, please explain in the project description (on page 2, block 4).

Are you aware of any Cultural Resources on the project site? Yes No

Is the project site near a Wild and Scenic River? Yes No Original Submittal _____

④

PROPOSED PROJECT PURPOSE & DESCRIPTION

Project Purpose and Need: The client is planning a condominium development on the hill south of the identified wetland, and the only way to hook up stormwater and sewer lines into Springfield's system is to cross the wetland.

Project Description: The project involves digging a ditch 50' long across the wetland, 6' wide and 2' deep, placing a layer of rock 6" deep, followed by an 8" sewer pipe and a 15" stormwater pipe. The native fill removed during construction of the ditch will be placed on top. A concrete cap 6" deep and 3' wide is required to be placed over the stormwater line. In addition, a stormwater detention pond will be constructed entirely in uplands, north of the wetland.

How many project drawing sheets are included with this application? 2

NOTE: A complete application must include drawings and a location map submitted on separate 8 1/2 X 11 sheets.

Will any material, construction debris, runoff, etc. enter a wetland or waterway? Yes No
If yes, describe the type of discharge (above) and show the discharge location on the site plan.

Estimated Start Date 10/1/99 Estimated Completion Date 12/1/99

⑤

PROJECT IMPACTS AND ALTERNATIVES

Describe alternative sites and project designs that were considered to avoid impacts to the waterway or wetland.

Possible alternatives to this plan would involve impact to paved roads and disturb adjacent property, as the city water lines are located along the route of the Weyerhauser Road north and adjacent to the subject property. The proposed alternative would cross the wetland at the narrowest place, in order to minimize any impacts to the wetland.

Describe what measures you will use (before and after construction) to minimize impacts to the waterway or wetland.

Construction activities will be conducted during low water periods (August/September), erosion control fencing will be installed.

NOTE: If necessary, use additional sheets.

⑥

ADDITIONAL INFORMATION

Adjoining Property Owners and Their Addresses and Phone Numbers

Weyerhauser: 785 N. 42nd, Springfield, OR 97477, 746-2511
Jack Louie: unable to locate address. Phone: 607-9027

Has the proposed activity or any related activity received the attention of the Corps of Engineers or the State of Oregon in the past, e.g., wetland delineation, violation, permit, lease request, etc.?

YES NO
Date Received:

If yes, what identification number(s) were assigned by the respective agencies:

Wetland delineation completed and submitted 7/98
Corps # _____

JUN - 4 2014

State of Oregon# 98-0288 Attachment 3, Page 51 of 61

Original Submittal _____

7

CITY / COUNTY PLANNING DEPARTMENT AFFIDAVIT
(to be completed by local planning official)

- This project is not regulated by the local comprehensive plan and zoning ordinance.
- This project has been reviewed and is consistent with the local comprehensive plan and zoning ordinance.
- This project has been reviewed and is not consistent with the local comprehensive plan and zoning ordinance.
- Consistency of this project with the local planning ordinance cannot be determined until the following local approval(s) are obtained:
 - Conditional Use Approval
 - Development Permit
 - Plan Amendment
 - Zone Change
 - Other _____

An application has has not been made for local approvals checked above

Signature (of local planning official) _____ Title _____ City / County _____ Date _____

8

COASTAL ZONE CERTIFICATION

If the proposed activity described in your permit application is within the Oregon coastal zone, the following certification is required before your application can be processed. A public notice will be issued with the certification statement which will be forwarded to the Oregon Department of Land Conservation and Development (DLCD) for its concurrence or objection. For additional information on the Oregon Coastal Zone Management Program, contact the department at 1175 Court Street NE, Salem, Oregon 97310 or call 503-573-0150.

CERTIFICATION STATEMENT

I certify that, to the best of my knowledge and belief, the proposed activity described in the application complies with the approved Oregon Coastal Zone Management Program and will be completed in a manner consistent with the program.

Print/Type Name _____ Title _____
 Applicant Signature _____ Date _____

9

SIGNATURE FOR JOINT APPLICATION
(REQUIRED)

Application is hereby made for the activities described herein. I certify that I am familiar with the information contained in the application and, to the best of my knowledge and belief, this information is true, complete, and accurate. I further certify that I possess the authority including the necessary requisite property interests to undertake the proposed activities. I understand that the granting of other permits by local, county, state or federal agencies does not release me from the requirement of obtaining the permits requested before commencing the project. I understand that local permits may be required before the state removal fit permit is issued. I understand that payment of the required state processing fees does not guarantee permit issuance.

Barbara K. Parmenter _____ Title _____
(coapplicant)
 Applicant Signature _____ Date 8/4/1999
(coapplicant)

I certify that I may act as the duly authorized agent of the applicant.

Date Received:

Print/Type Name _____ Title _____ JUN - 4 2014

Authorized Agent Signature _____ Original Submittal _____
 Date _____

SUPPLEMENTAL WETLAND IMPACT INFORMATION*
(FOR WETLAND FILLS ONLY)

Site Conditions of impact area

Impact area is Ocean Estuary River Lake Stream Freshwater Wetland

Note: Estuarian Resource Replacement is required by state law for projects involving intertidal or tidal marsh alterations. A separate Wetlands Resource Compensation Plan may be appended to the application.

Has a wetland delineation been completed for this site? Yes No

If yes, by whom: Nancy Holzhauser, Environmental Solutions

Describe the existing physical and biological character of the wetland/waterway site by area and type of resource (use separate sheets and photos, if necessary)

Please refer to excerpt pages from the delineation report, attached with this application.

Resource Replacement Mitigation

Describe measures to be taken to replace unavoidably impacted wetland resources

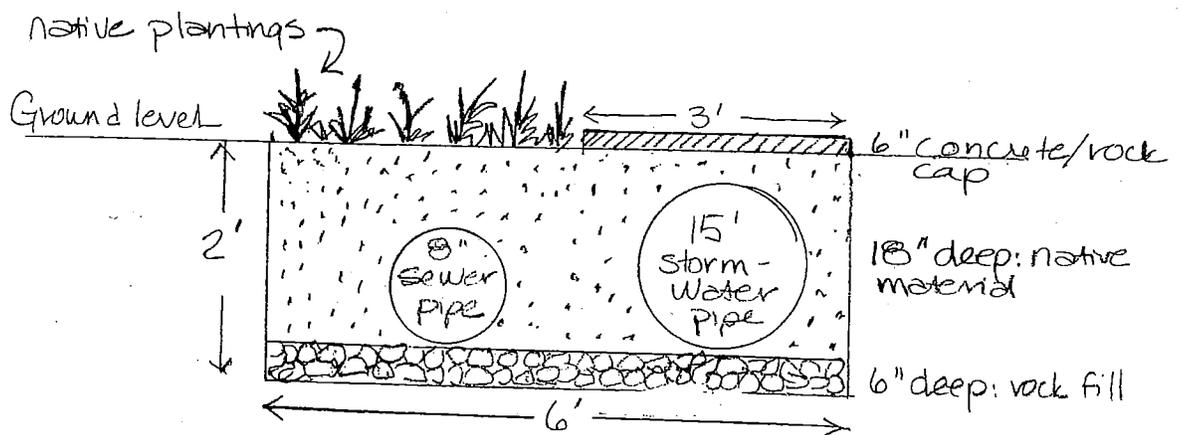
The area of impact will be restored to its pre-construction condition, with the placement of native material for fill over the ditch. The only exception is the concrete cap that must be installed over the stormwater line. It is anticipated that no additional plantings will be needed, as the site is well-covered with native species. This project will benefit the site by removing invasive blackberries during construction.

Date Received:

JUN - 4 2014

Original Submittal _____

* Because this information is not necessary for a complete application, you may submit this sheet and other environmental information after submitting your application.



Proposed Stormwater/Sewer Line Trench
Parmenter Project

Will cross approximately 50' of wetlands
to connect to City of Springfield main line.

Date Received:

JUN - 4 2014

Original Submittal _____

8/99

2.2 WETLAND DETERMINATION SUMMARY DATA SHEET

SITE DATA

Project/Site: 5409 Ivy Street, Springfield, Oregon 97478
 Project #: 7972.00
 Date: May 29, 1998

Applicant: Barbara Parmenter, Property Owner
 Forest Ridge Development, PO Box 334, Thurston, OR 97482

Owner: Barbara Parmenter
 County: Lane
 Location: 5409 Ivy Street, Springfield, Oregon 97478
 Legal: T. 18S, R. 02W, Sec. 04, Tax Map 18-02-04-310 and 313
 Area of Site: Approximately 1.51 acres
 Elevation: Approximately 535 feet above sea level
 Topography: Bottomland is relatively flat, gently sloping to the northwest, at the foot of a 80-foot high, fairly steep ridge
 Method: Routine, On-Site Determination Method for Sites Greater Than 5 Acres in Size (1987 CE Manual)
 Soil Type(s): Courtney gravelly silty clay loam (#34), Hazelair silty clay loam (#52B), Salkum silty clay loam (121B and 121C)
 Vegetation: Oregon Ash overstory with native and some non-native sedges, grasses, forbs and shrubs
 Waterway: McKenzie River, located approximately 1.5 miles north
 Wetland Type: Cowardin classifications: Palustrine Forested and Open Water
 NWI Mapping: None. Closest is PUBF_x (Cowardin classification for Palustrine, unconsolidated bottom, semipermanently flooded, excavated to the west (NWI: Springfield Quad Map)

LAND USE

Proposed Use: Multi-family residential
 Present Use: Single-family residential and undeveloped
 Past Use: Single-family residential and undeveloped since at least 1936 (date of earliest available aerial photo)

Adjacent Land Use: North: Retirement Manufactured home community
 South: Agricultural, grazing, and single-family residential
 East: Single-family residential
 West: Single-family residential, agricultural, and grazing

Zoning: Low density residential

FINDINGS

Wetland Acreage: 1.51 acres jurisdictional wetlands
 Cowardin System Class: Palustrine Forested and Open Water

Date Received:

JUN - 4 2014

Original Submittal _____

2.3 FINDINGS AND CONCLUSIONS

2.3.1 Site Conditions

The subject property is approximately 40 acres in size. The wetland portion spans the northern portion of the subject property, along the foot of a forested ridge that runs from east to west. A house is located on the top of the ridge. The site is located in the McKenzie River watershed, at an elevation ranging from approximately 500 to 580 feet above sea level. The topography of the bottomland is relatively flat, with a gentle slope to the northwest. The majority of the forested portion of the identified wetland was inundated with water to an average depth of 2". An excavated pond is located at the east end of the identified wetland. It is at least 4' deep, with an unconsolidated bottom.

The site has been identified in the 1997 Springfield Local Wetland Inventory as a Palustrine Forested Wetland type (Cowardin classification). That study evaluated it as having a high buffer potential, connectivity, wildlife habitat, with moderate plant diversity, water quality, and flood control functions (refer to Springfield Wetland Inventory Summary Sheets behind Tab 2). This wetland appears to have been relatively unchanged since 1936, the date of the earliest available aerial photo.

The wetland-upland boundary was defined by the combination of hydric soils, hydrophytic vegetation, and hydrological factors. Hydrophytic vegetation was the primary identifying factor in determining the boundary. Hydric soils were found throughout the bottomland portion of the study area. For the most part, the ridge created the southern boundary of the wetland. All plots established on the ridge itself exhibited upland characteristics for vegetation, soil, and hydrology.

2.3.2 Vegetation

The subject property was surveyed for the existence of hydrophytic and upland plant species by Nancy Holzhauser on May 21, 1998. Plants were classified according to their habitat requirements, based on the 1988 publication entitled *The National List of Plant Species that Occur in Wetlands: Oregon*, by the US Department of Interior Fish and Wildlife Service. Those plant species that are wetland indicators are classified as FAC (Facultative), FACW (Facultative Wet), and OBL (Obligate). Those that are primarily indicators of upland conditions are classified as FACU (Facultative Upland), and UPL (Upland).

Plots 2, 3, 4, 6, 8, and 9 met the vegetation criteria for jurisdictional wetlands. The dominant plant species in Plot 2 were *Fraxinus latifolius* (Oregon Ash: FACW), *Poa pratensis* (Kentucky bluegrass: FAC), and *Juncus effusus* (Soft rush: FACW). The dominant plant species in Plot 3, which was located in the pond, were *Potamogeton crispus* (Curly pondweed: OBL), *Callitriche verna* (Water-starwort: OBL), and *Spirodela polyrhiza* (Greater duckweed: OBL).

The dominant plant species in Plots 4 and 6 were *Fraxinus latifolius* (Oregon ash: FACW), *Solanum dulcamora* (Climbing nightshade: FAC), and *Poa pratensis* (Kentucky bluegrass: FAC). The dominant plant species in Plot 8 were *Fraxinus latifolius* (Oregon ash: FACW), *Poa pratensis* (Kentucky bluegrass: FAC), *Ranunculus orthorhyncus* (Straight-beaked buttercup: FACW-), and *Stachys cooleyii* (Hedgenettle: FACW). The dominant plant species in Plot 9

Date Received

were *Populus balsamifera* (Black cottonwood: FAC), *Fraxinus latifolius* (Oregon ash: FACW), *Spirea douglasii* (Douglas' spirea: FACW), and *Juncus effusus* (Soft rush: FACW). These plants are all wetland indicator species.

Plots 1, 5, 7, and 10 did not meet the vegetation criteria for jurisdictional wetlands. The dominant plant species in Plot 1 were *Acer macrophyllum* (Big-leaf maple: FACU), *Ranunculus uncinatus* (Little buttercup: FAC-), and *Symphoricarpus albus* (Snowberry: FACU). The dominant plant species in Plot 5 were *Fraxinus latifolius* (Oregon ash: FACW), *Acer macrophyllum* (Big-leaf maple), *Rubus discolor* (Himalayan blackberry: FACU). The dominant plant species in Plot 7 were *Acer macrophyllum* (Big-leaf maple: FACU), *Carex deweyana* (Short-scale sedge: FACU), and *Symphoricarpus alba* (Snowberry: FACU). The dominant plant species in Plot 10 were *Quercus garryana* (Oregon white oak: NOL), *Symphoricarpus alba* (Snowberry: FACU), and *Sambucus racemosa* (Elderberry: FACU).

2.3.3 Soils

The subject property is mapped in the Lane County Soil Survey (produced by the Natural Resources Conservation Service) with four soil types: #34 Courtney gravelly silty clay loam, #52B Hazelair silty clay loam, and #121B and 121C Salkum silty clay loam (refer to Figure 4, Tab 1). Courtney gravelly silty clay loam is listed as a hydric soil in the Lane County Hydric Soil List. A Panther inclusion is listed as the hydric component for Hazelair silty clay loam. Neither Hazelair silty clay loam nor Salkum silty clay loam are listed as hydric soils for Lane County.

The soil profiles for Plots 2, 3, 4, 6, 8, and 9 met the hydric soil criteria for jurisdictional wetlands. The soil profiles in these six plots displayed the following hydric soil characteristics: a chroma of 2 or less with mottling within the top 10" and a slight sulfidic odor. Plots 1, 7, 10, and 5 did not display hydric soil characteristics.

The soil profile for Plots 1, 7, and 10 were 0-14": 7.5 YR 3/3. This matches the description of the Salkum series, a non-hydric soil.

The soil profile for Plots 2, 4, 5, and 6 were 0-12" (bottom of the pit for the most part, as the plots were inundated): 10YR 3/2 with mottles 7.5 YR 4/6. These plots are all mapped as Hazelair with possible Panther inclusions, however the profiles more closely matched that of #73 Linslaw loam, with Noti inclusions. According to the soil survey for Lane County, Linslaw loam is mapped just to the east of the subject property, so it is possible that it does extend into the subject property at this point. The Noti inclusion is the hydric component of Linslaw loam, a non-hydric soil.

The soil profile for Plot 8 was 0-10": 10YR 3/1 with mottles 7.5 YR 2/2. The soil profile for 9 was 0-12": 10YR 3/2 with mottles 7.5 YR 2/2. Both of these profiles match fairly well to that of #34 Courtney gravelly silty clay loam. No soil pit was dug for Plot 3, located in the pond, as it was under 3' of water, and the dominant plants were obligate wetland species.

2.3.4 Hydrology

Date Received:

JUN - 4 2014

Wetland hydrology indicators for jurisdictional wetlands were observed in the site survey for Plots

Original Submittal _____ Page 6

2, 3, 4, 6, 8, and 9. All of these plots were inundated with water, which is a primary hydrology indicator for jurisdictional wetlands. In addition, the soil pits dug for Plots 2 and 4 revealed oxidized root channels within the upper 12" of the surface, a secondary hydrology indicator.

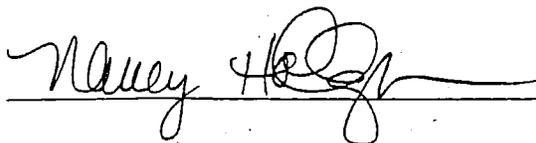
Hydrology indicators were not present in Plots 1, 7, and 10.

2.3.5 Document Review

- National Wetland Inventory Map (Springfield Quadrangle): The subject property is not shown on the NWI Map. A pond is mapped just west of the subject property, and listed as PUBFx.
- USGS Springfield Quadrangle: No water/wetland type features are depicted for the subject property on the USGS map. Topography in the bottomland portion of the property is relatively flat, with a gentle slope to the northwest. A fairly steep ridge is mapped south of the bottomland, running in an east-west direction. A pond is depicted just west of the subject property.
- Aerial Photographs from 1936 through 1993: The subject property appears to have not been altered since 1936, the date of the earliest available aerial photograph. In all photos reviewed, the portion of the subject property from the top of the ridge along the southern portion to Booth Kelly Road, along the north portion, has remained forested, primarily with deciduous species. The pond, located on the northeast portion of the property, first appears in the 1993 photo.
- Lane County Soil Survey (Map Sheet #92): The subject property is mapped with four soil types: #34 Courtney gravelly silty clay loam, #52B Hazelair silty clay loam, and #121 B and #121C: Salkum silty clay loam.

2.3.6 DETERMINATION

Positive indicators for jurisdictional wetlands identified under the US Army Corps of Engineers 1987 Wetlands Delineation Manual were present for all three parameters in Plots 2, 3, 4, 6, 8, and 9. Plots 1, 5, 7, and 10 did not meet the three-parameter criteria used to define jurisdictional wetlands. The wetland/upland boundary was flagged based on this information, surveyed, and mapped. The acreage was calculated as 1.51 acres of jurisdictional wetlands on the subject property.

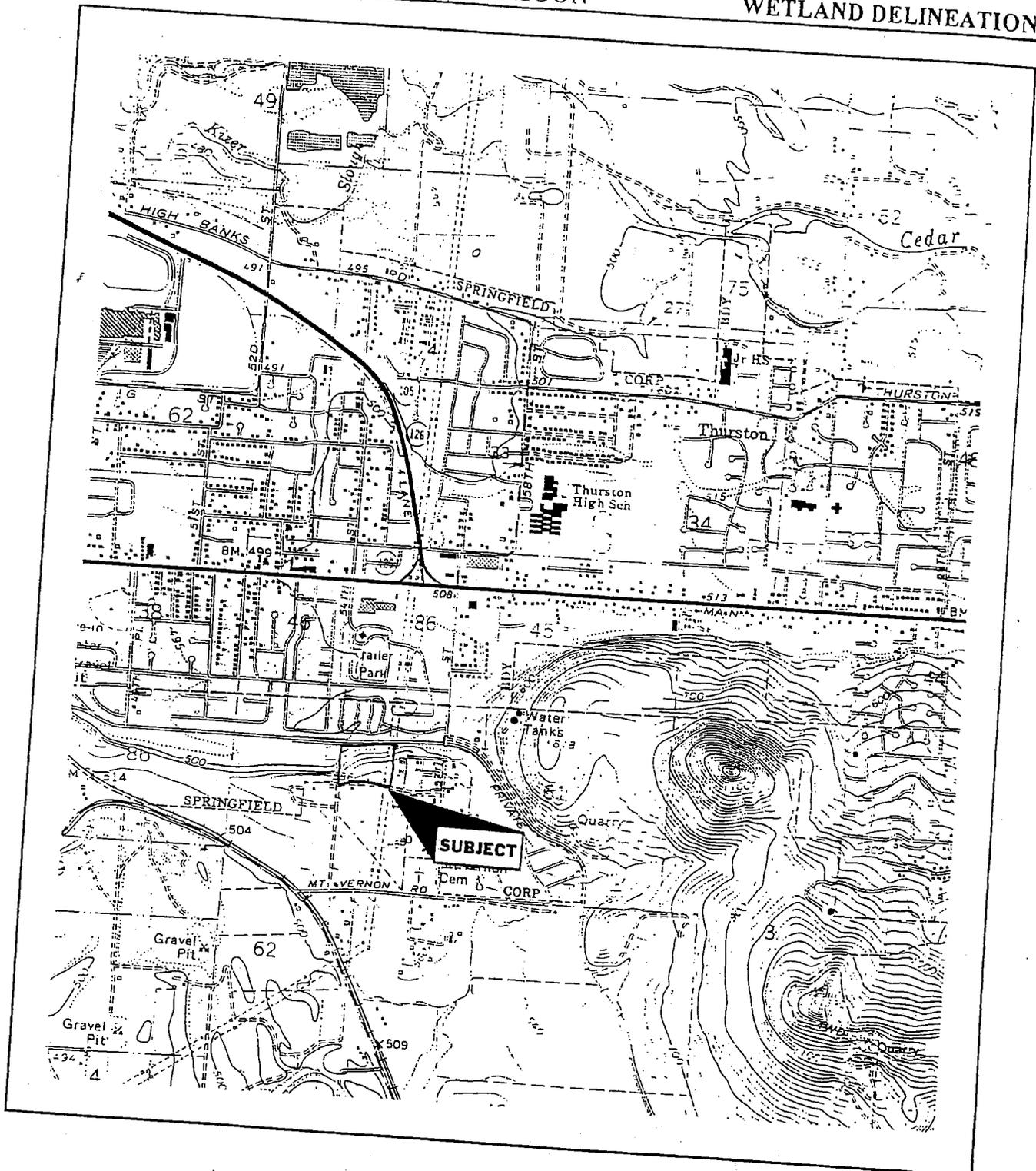


Nancy Holzhauser
Environmental Scientist

Date Received:

JUN - 4 2014

Original Submittal _____



Date Received:

JUN - 4 2014

Original Submittal

FIGURE 1
 Site Location Map
 Source: USGS Springfield Quad, 1967
 Map # 18-02-04-313 and 310
 5409 Ivy Street, Springfield, OR
 Scale: 2.25" = 1 mile

WETLAND BOUNDARY DELINEATION

FOR

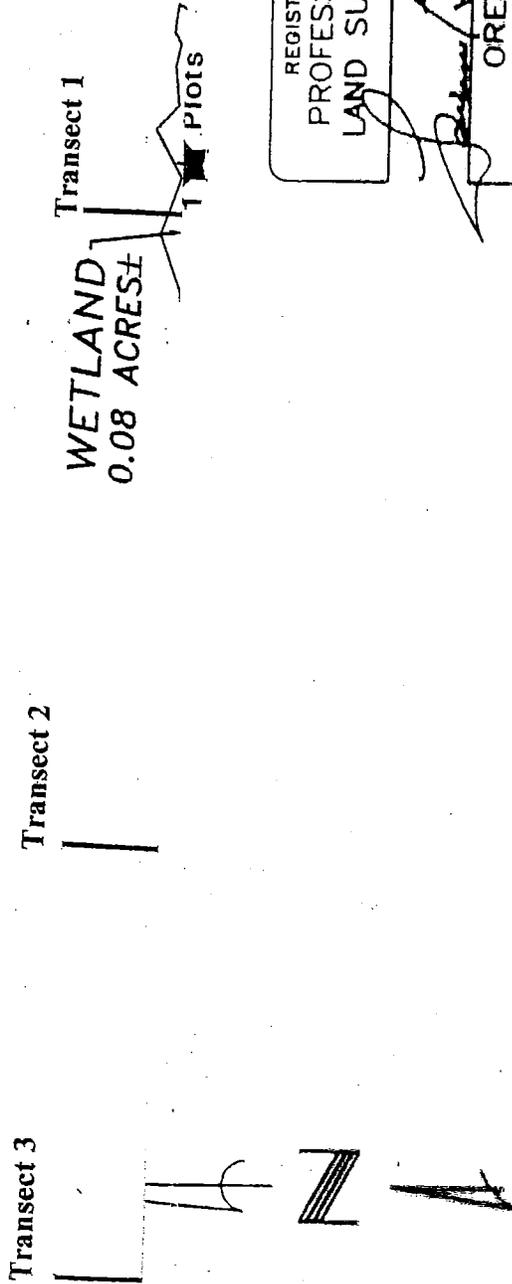
BARBARA PARMENTER

NE 1/4 SECTION 4, T. 18 S., R. 2 W., W.M.
SPRINGFIELD, LANE COUNTY, OREGON

Date Received:

JUN - 4 2014

Original Submittal _____



REGISTERED
PROFESSIONAL
LAND SURVEYOR

[Signature]

OREGON
JULY 10, 1984
LAWRENCE B. OLSON
655

RENEWAL DATE: 12-31-98

SCALE 1" = 100' DATE 12 JUNE 1998 DRAWN BY K. Nicolas PROJECT No. 2632

ASSESSOR'S MAP 18-02-04, TAX LOT 300

L. B. OLSON & ASSOC., INC.

File name: 2632WE1.DWG
Plot date: 06/12/98 JLB

1410 OAK ST, E

FIGURE 2

Wetland Delineation Map

Surveyed by Olson and Morris Surveyors
Map # 18-02-04-313 and 310



FAXED
REC'D
6-4-14

FAX TRANSMITTAL

From:
Barbara K. Parmenter
5409 Ivy Street
Springfield, Oregon 97478
Telephone No. (541) 937-1234
Fax No. (541) 746-1461
e-mail: bobbillc@comcast.net

To: CITY OF SPRINGFIELD DEVELOPMENT AND PUBLIC WORKS
ATTENTION MARK METZGER

VIA FAX NO. (541) 736-1021

Dear Mark,

I will fax you my intervention into Tamie Yarnall's Appeal on Hayden Homes Laurelwood Subdivision approval with my issues.

I am qualified as a person with disabilities under the definition by the Americans with Disabilities Act and Section 504 of the Rehabilitation Act of 1973. I have traumatic brain injuries with cognitive deficits, central processing disorder, inability to comprehend oral communications, vision deficits, hearing loss, vestibular disorder, severe daytime hypersomnolence and entrolymphatic hydrops. I cannot sequence, organize or put things in order, tell time, I am dyslexic and I cannot access court records.

However, contrary to Hayden Homes personal I am not mentally deficient or "confused" on my owning my property due to numerous unlawful court action by the State of Oregon Agencies in retaliation of my exposing crimes and criminals within the Oregon Judicial Department and my further exposing constitutional violations in the restructured Oregon government.

There has been one suit against the State of Oregon by the U.S. Department of Justice and I am currently providing the Disability Civil Right Division in Washington D.C. with information and proof of the crimes in the Oregon Courts against me. You will see that the Legal Services Corporation has also apprehended Oregon State Agencies in their discriminatory actions against me to prevent me from having access to constitutional courts. I am the only person who has ever sued the Oregon State Bar for damages which I filed by Pro Se on November 4, 2004. Due to my suit and my damages there is a financial conflict of interest with me and every Attorney who practices law in Oregon and every Judge who practices in Oregon.

I need to file any suits in the Prettyman United States District Court in Washington D.C.. The State of Oregon Circuit or Court of Appeals or the Oregon Supreme Court, or U.S. District Court or U.S. Bankruptcy Court for the District of Oregon does not have any personal jurisdiction over me. Any court actions since November 2004 involving me in Oregon are null cases. Likely not in order, and with intervals.

Barbara Parmenter

WETLAND DELINEATION

prepared for

BARBARA PARMENTER

**for the property located at
5409 Ivy Street
Springfield, Oregon**

This report is for the exclusive use of the client, and is not to be photographed, photocopied, or similarly reproduced in total or in part without the expressed written consent of the client and PBS Environmental.

June 1998



Prepared by

**PBS ENVIRONMENTAL
2645 Willamette St., Suite A
Eugene, OR 97405
(541) 686-8684**

**PBS Project Number
7972.00**

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1.1 GENERAL INFORMATION

Site Location
5409 Ivy Street
Springfield, Oregon

Client Data
Barbara Parmenter
Forest Ridge Development
P.O. Box 334
Thurston, Oregon 97482

1.1.1 Purpose

A Wetland Delineation was conducted by PBS Environmental using the US Army Corps of Engineers 1987 Wetland Delineation Manual for the Routine On-Site Determination Method for a portion of the property listed above. The purpose of the Wetland Delineation was to identify possible jurisdictional wetlands and to delineate the wetland/upland boundary on the subject property. This information will be incorporated into development plans, with the intent to avoid any identified jurisdictional wetlands.

1.1.2 Scope of Work

The scope of work for the project included the items listed below:

A) Review of the following data:

1. National Wetland Inventory Map: determine if subject property or portions of the property are located within a previously identified wetland.
2. USGS Quadrangle Map: characterize local topography and drainage patterns.
3. Lane County Soil Survey: determine the soil types mapped on the property and whether they are classified as hydric or non-hydric.
4. Aerial Photographs: determine if wetlands existed on the site in the past, and the approximate date of site alteration, if applicable.
5. Local community planning guidelines regarding development activities in and around wetland areas.

B) Field Investigation:

1. Delineate the wetland boundary according to the US Army Corps of Engineers 1987 Wetland Delineation Manual.
2. Flag the wetland/upland boundary on the ground.

C) To submit a report of the findings to the Oregon Division of State Lands and the US Army

Corps of Engineers for their approval.

L.B. Olson and Associates of Eugene, Oregon completed the survey for the site after the jurisdictional wetland boundary was flagged on the ground by PBS Environmental.

2.1 SUMMARY

A Wetland Delineation was conducted by PBS Environmental for the property located at 5409 Ivy Street in Springfield, Oregon (Figure 2, Tab 1). The client's motivation for performing the delineation was to identify jurisdictional wetlands in order to avoid impacts with future development plans. The wetland on the subject property had been identified in the Springfield Local Wetland Inventory, which was completed in 1997 (Figure 5, Tab 1).

Based upon the literature review and site investigation of the vegetation, hydrology, and soils in the study area, PBS concludes that approximately 1.51 acres of jurisdictional wetlands are present on the subject property (Figure 1, Tab 1).

The project was performed in accordance with the US Army Corps of Engineers 1987 Wetlands Delineation Manual, using the Routine On-Site Determination Method for areas larger than 5 acres in size. This involved establishing survey plots along three transects to identify the boundary between upland and jurisdictional wetland. Additional plots were established when vegetational changes were identified that did not occur along the transect lines. A total of ten survey plots were located on the subject property, in order to establish the wetland/upland boundary. The data sheets for these plots can be found behind Tab 2 of this report.

Jurisdictional wetlands are defined as "those areas that are inundated or saturated by surface or groundwater at a frequency and duration sufficient to support, and that under normal conditions do support, a prevalence of vegetation typically adapted for life in saturated soil conditions." Jurisdictional wetlands must possess the following criteria: 1) hydrophytic (water-loving) vegetation, 2) wetland hydrology, and 3) hydric soil conditions. All three criteria must be found together in order to identify a jurisdictional wetland. Vegetation, hydrology, and soil types were characterized for each of the ten plots located on the site. Nancy Holzhauser of PBS performed the field work on May 21, 1998.

Two wetland types were identified on the subject property. The majority of the subject property is classified as Cowardin Class Forested Wetland. In addition, a pond, classified as Open Water, with Unconsolidated Bottom was identified along the eastern portion of the wetland. The vegetation in the Forested Wetland consists predominantly of an overstory of Oregon Ash (*Fraxinus latifolius*), with an understory of Kentucky bluegrass (*Poa pratensis*), climbing nightshade (*Solanum dulcamara*), and hedge nettle (*Stachys emersonii*, synonymy is *Stachys cooleyae*). The vegetation in the pond consists predominantly of curly pondweed (*Potamogeton crispus*), vernal water-starwort (*Callitriche verna*), and tall managrass (*Glyceria elata*). The vegetation in the upland portions of the subject property consists predominantly of an overstory of douglas-fir (*Pseudotsuga menziesii*) and big-leaf maple (*Acer macrophyllum*) with an understory that consists predominantly of short-scale sedge (*Carex deweyana*), fringe-cups (*Tellima grandiflora*), Himalayan blackberry (*Rubus discolor*), and snowberry (*Symphoricarpos*

Wetland Delineation

5409 Ivy Street, Springfield, OK

albus). A full discussion of the hydrology, vegetation, and soil conditions can be found starting on page 5 of this report.

Wetland Delineation**5409 Ivy Street, Springfield, OR****2.2 WETLAND DETERMINATION SUMMARY DATA SHEET****SITE DATA**

Project/Site: 5409 Ivy Street, Springfield, Oregon 97478
Project #: 7972.00
Date: May 29, 1998

Applicant: Barbara Parmenter, Property Owner
 Forest Ridge Development, PO Box 334, Thurston, OR 97482

OWNER: Barbara Parmenter
County: Lane
Location: 5409 Ivy Street, Springfield, Oregon 97478
Legal: T. 18S, R. 02W, Sec. 04, Tax Map 18-02-04-310 and 313
Area of Site: Approximately 1.51 acres
Elevation: Approximately 535 feet above sea level
Topography: Bottomland is relatively flat, gently sloping to the northwest, at the foot of a 80-foot high, fairly steep ridge
Method: Routine, On-Site Determination Method for Sites Greater Than 5 Acres in Size (1987 CE Manual)
Soil Type(s): Courtney gravelly silty clay loam (#34), Hazelair silty clay loam (#52B), Salkam silty clay loam (121B and 121C)
Vegetation: Oregon Ash overstory with native and some non-native sedges, grasses, forbs and shrubs
Waterway: McKenzie River, located approximately 1.5 miles north
Wetland Type: Cowardin classifications: Palustrine Forested and Open Water
NWI Mapping: None. Closest is PUBF_x (Cowardin classification for Palustrine, unconsolidated bottom, semipermanently flooded, excavated to the west (NWI: Springfield Quad Map)

LAND USE

Proposed Use: Multi-family residential
Present Use: Single-family residential and undeveloped
Past Use: Single-family residential and undeveloped since at least 1936 (date of earliest available aerial photo)

Adjacent Land Use: North: Retirement Manufactured home community
 South: Agricultural, grazing, and single-family residential
 East: Single-family residential
 West: Single-family residential, agricultural, and grazing

Zoning: Low density residential

FINDINGS

Wetland Acreage: 1.51 acres jurisdictional wetlands
Cowardin System Class: Palustrine Forested and Open Water

2.3 FINDINGS AND CONCLUSIONS

2.3.1 Site Conditions

The subject property is approximately 25 acres in size. The wetland portion spans the northern portion of the subject property, along the foot of a forested ridge that runs from east to west. A house is located on the top of the ridge. The site is located in the McKenzie River watershed, at an elevation ranging from approximately 500 to 580 feet above sea level. The topography of the bottomland is relatively flat, with a gentle slope to the northwest. The majority of the forested portion of the identified wetland was inundated with water to an average depth of 2". An excavated pond is located at the east end of the identified wetland. It is at least 4' deep, with an unconsolidated bottom.

The site has been identified in the 1997 Springfield Local Wetland Inventory as a Palustrine Forested Wetland type (Cowardin classification). That study evaluated it as having a high buffer potential, connectivity, wildlife habitat, with moderate plant diversity, water quality, and flood control functions (refer to Springfield Wetland Inventory Summary Sheets behind Tab 2). This wetland appears to have been relatively unchanged since 1936, the date of the earliest available aerial photo.

The wetland-upland boundary was defined by the combination of hydric soils, hydrophytic vegetation, and hydrological factors. Hydrophytic vegetation was the primary identifying factor in determining the boundary. Hydric soils were found throughout the bottomland portion of the study area. For the most part, the ridge created the southern boundary of the wetland. All plots established on the ridge itself exhibited upland characteristics for vegetation, soil, and hydrology.

2.3.2 Vegetation

The subject property was surveyed for the existence of hydrophytic and upland plant species by Nancy Holzhauser on May 21, 1998. Plants were classified according to their habitat requirements, based on the 1988 publication entitled *The National List of Plant Species that Occur in Wetlands: Oregon*, by the US Department of Interior Fish and Wildlife Service. Those plant species that are wetland indicators are classified as FAC (Facultative), FACW (Facultative Wet), and OBL (Obligate). Those that are primarily indicators of upland conditions are classified as FACU (Facultative Upland), and UPL (Upland).

Plots 2, 3, 4, 6, 8, and 9 met the vegetation criteria for jurisdictional wetlands. The dominant plant species in Plot 2 were *Fraxinus latifolius* (Oregon Ash: FACW), *Poa pratensis* (Kentucky bluegrass: FAC), and *Juncus effusus* (Soft rush: FACW). The dominant plant species in Plot 3, which was located in the pond, were *Potamogeton crispus* (Curly pondweed: OBL), *Callitriche verna* (Water-starwort: OBL), and *Spirodela polyrhiza* (Greater duckweed: OBL).

The dominant plant species in Plots 4 and 6 were *Fraxinus latifolius* (Oregon ash: FACW), *Solanum dulcamara* (Climbing nightshade: FAC), and *Poa pratensis* (Kentucky bluegrass: FAC). The dominant plant species in Plot 8 were *Fraxinus latifolius* (Oregon ash: FACW), *Poa pratensis* (Kentucky bluegrass: FAC), *Ranunculus orthorhyncus* (Straight-beaked buttercup: FACW-), and *Stachys cooleyii* (Hedgenettle: FACW). The dominant plant species for Plot 9

Wetland Delineation5409 Ivy Street, Springfield, OR

were *Populus balsamifera* (Black cottonwood: FAC), *Fraxinus latifolius* (Oregon ash: FACW), *Spirea douglasii* (Douglas' spirea: FACW), and *Juncus effusus* (Soft rush: FACW). These plants are all wetland indicator species.

Plots 1, 5, 7, and 10 did not meet the vegetation criteria for jurisdictional wetlands. The dominant plant species in Plot 1 were *Acer macrophyllum* (Big-leaf maple: FACU), *Ranunculus uncinatus* (Little buttercup: FAC-), and *Symphoricarpus albus* (Snowberry: FACU). The dominant plant species in Plot 5 were *Fraxinus latifolius* (Oregon ash: FACW), *Acer macrophyllum* (Big-leaf maple), *Rubus discolor* (Himalayan blackberry: FACU). The dominant plant species in Plot 7 were *Acer macrophyllum* (Big-leaf maple: FACU), *Carex deweyana* (Short-scale sedge: FACU), and *Symphoricarpus alba* (Snowberry: FACU). The dominant plant species in Plot 10 were *Quercus garryana* (Oregon white oak: NOL), *Symphoricarpus alba* (Snowberry: FACU), and *Sambucus racemosa* (Elderberry: FACU).

2.3.3 Soils

The subject property is mapped in the Lane County Soil Survey (produced by the Natural Resources Conservation Service) with four soil types: #34 Courtney gravelly silty clay loam, #52B Hazelair silty clay loam, and #121B and 121C Salkum silty clay loam (refer to Figure 4, Tab 1). Courtney gravelly silty clay loam is listed as a hydric soil in the Lane County Hydric Soil List. A Panther inclusion is listed as the hydric component for Hazelair silty clay loam. Neither Hazelair silty clay loam nor Salkum silty clay loam are listed as hydric soils for Lane County.

The soil profiles for Plots 2, 3, 4, 6, 8, and 9 met the hydric soil criteria for jurisdictional wetlands. The soil profiles in these six plots displayed the following hydric soil characteristics: a chroma of 2 or less with mottling within the top 10" and a slight sulfidic odor. Plots 1, 7, 10, and 5 did not display hydric soil characteristics.

The soil profile for Plots 1, 7, and 10 were 0-14": 7.5 YR 3/3. This matches the description of the Salkum series, a non-hydric soil.

The soil profile for Plots 2, 4, 5, and 6 were 0-12" (bottom of the pit for the most part, as the plots were inundated): 10YR 3/2 with mottles 7.5 YR 4/6. These plots are all mapped as Hazelair with possible Panther inclusions, however the profiles more closely matched that of #73 Linslaw loam, with Noti inclusions. According to the soil survey for Lane County, Linslaw loam is mapped just to the east of the subject property, so it is possible that it does extend into the subject property at this point. The Noti inclusion is the hydric component of Linslaw loam, a non-hydric soil.

The soil profile for Plot 8 was 0-10": 10YR 3/1 with mottles 7.5 YR 2/2. The soil profile for 9 was 0-12": 10YR 3/2 with mottles 7.5 YR 2/2. Both of these profiles match fairly well to that of #34 Courtney gravelly silty clay loam. No soil pit was dug for Plot 3, located in the pond, as it was under 3' of water, and the dominant plants were obligate wetland species.

2.3.4 Hydrology

Wetland hydrology indicators for jurisdictional wetlands were observed in the site survey for Plots

Wetland Delineation5409 Ivy Street, Springfield, OR

2, 3, 4, 6, 8, and 9. All of these plots were inundated with water, which is a primary hydrology indicator for jurisdictional wetlands. In addition, the soil pits dug for Plots 2 and 4 revealed oxidized root channels within the upper 12" of the surface, a secondary hydrology indicator.

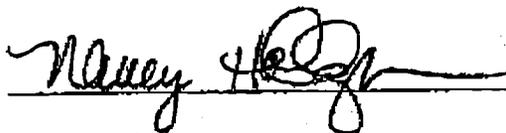
Hydrology indicators were not present in Plots 1, 7, and 10.

2.3.5 Document Review

- National Wetland Inventory Map (Springfield Quadrangle): The subject property is not shown on the NWI Map. A pond is mapped just west of the subject property, and listed as PUBFx.
- USGS Springfield Quadrangle: No water/wetland type features are depicted for the subject property on the USGS map. Topography in the bottomland portion of the property is relatively flat, with a gentle slope to the northwest. A fairly steep ridge is mapped south of the bottomland, running in an east-west direction. A pond is depicted just west of the subject property.
- Aerial Photographs from 1936 through 1993: The subject property appears to have not been altered since 1936, the date of the earliest available aerial photograph. In all photos reviewed, the portion of the subject property from the top of the ridge along the southern portion to Booth Kelly Road, along the north portion, has remained forested, primarily with deciduous species. The pond, located on the northeast portion of the property, first appears in the 1993 photo.
- Lane County Soil Survey (Map Sheet #92): The subject property is mapped with four soil types: #34 Courtney gravelly silty clay loam, #52B Hazelair silty clay loam, and #121 B and #121C: Salkum silty clay loam.

2.3.6 DETERMINATION

Positive indicators for jurisdictional wetlands identified under the US Army Corps of Engineers 1987 Wetlands Delineation Manual were present for all three parameters in Plots 2, 3, 4, 6, 8, and 9. Plots 1, 5, 7, and 10 did not meet the three-parameter criteria used to define jurisdictional wetlands. The wetland/upland boundary was flagged based on this information, surveyed, and mapped. The acreage was calculated as 1.51 acres of jurisdictional wetlands on the subject property.



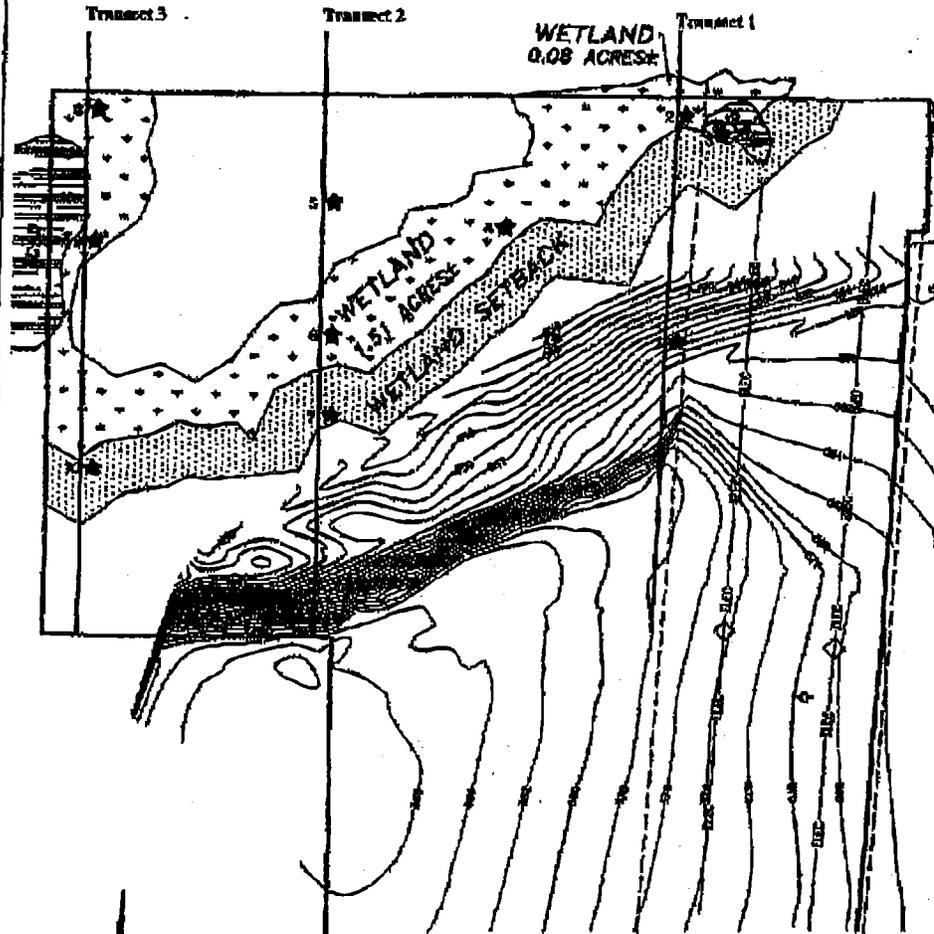
Nancy Holzhauser
Environmental Scientist

Wetland Delineation**5409 Ivy Street, Springfield, OR****2.4 METHODS**

The methods employed during this study were based on the US Army Corps of Engineers three-parameter approach (hydrology, soils, and vegetation) for delineating jurisdictional wetlands, for sites larger than five acres in size. Three north-south transects were established across the subject property. Plots were established along these transects as changes in vegetation or hydrology were observed. In addition, plots were established at various locations throughout the subject property as changes in vegetation were observed that were not part of the transects. A total of ten plots were established. References and methodologies used during this study include:

- US Army Corps of Engineers Wetlands Delineation Manual, January 1987: Routine On-Site Determination Method.
- Soil Conservation Service: Soil Survey of Lane County, 1981.
- Soil Conservation Service: Hydric Soils in Lane County Area, Oregon, 1980.
- Munsell Soil Color Charts, 1994 Revised Edition.
- National List of Plant Species That Occur in Wetlands: 1988 National Summary.
- 1993 Supplement to the National List of Plant Species.
- Flora of the Pacific Northwest by Hitchcock and Cronquist, 1978.
- Wetland Plants of Oregon and Washington by B. Jennifer Guard, 1995.

WETLAND BOUNDARY DELINEATION
FOR
BARBARA PARMENTER
NE 1/4 SECTION 4, T. 18 S., R. 2 W., W.M.
SPRINGFIELD, LANE COUNTY, OREGON



1★ PLOTS

REGISTERED
PROFESSIONAL
LAND SURVEYOR
[Signature]
OREGON
JULY 12, 1964
LAWRENCE B. OLSON
655
RENEWAL DATE: 12-31-98

FIGURE 1
Wetland Delineation Map
Surveyed by Olson and Associates
Map # 14024-013 and 114
2005 by Bruce Springfield, OR

SCALE: 1" = 100' DATE OF SURVEY: 1998 DRAWN BY: K. MacLean PROJECT NO. 2632

ASSESSOR'S MAP 18-CR-04, TAX LOT 300

L. B. OLSON & ASSOC., INC.
1410 OAK ST., EUGENE, OR 97401 (541)502-9780
FOR INFO: 513.507.0995
FAX INFO: 541.502.9784



2845 Willamette St, Suite A
Eugene, Oregon 97405
(541) 686-8684
Fax No. (541) 686-4802

FACSIMILE TRANSMITTAL

FACSIMILE NUMBER: 747-4612

DATE: 6/15 1998

TO: Barbara Parmenter

COMPANY: Forest Ridge Development Co

FROM: Nancy Hechauer

TOTAL PAGES (INCLUDING TRANSMITTAL): 12

IF YOU DO NOT RECEIVE ANYALL OF THE PAGES, PLEASE CALL:

Nancy at (541) 686-8684

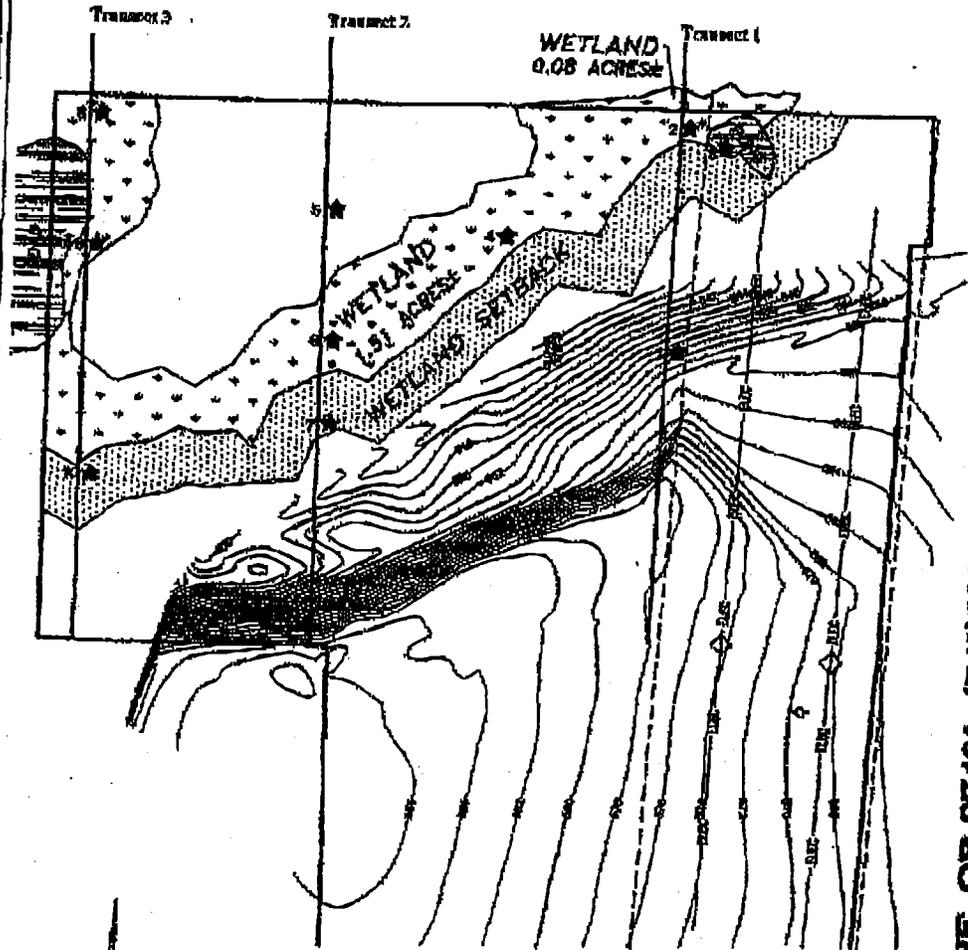
COMMENTS: Just let me know how it
looks, & I will send a copy to DSL,
one to Corps of engineers, & 2 to you
Nancy

2.4 METHODS

The methods employed during this study were based on the US Army Corps of Engineers three-parameter approach (hydrology, soils, and vegetation) for delineating jurisdictional wetlands, for sites larger than five acres in size. Three north-south transects were established across the subject property. Plots were established along these transects as changes in vegetation or hydrology were observed. In addition, plots were established at various locations throughout the subject property as changes in vegetation were observed that were not part of the transects. A total of ten plots were established. References and methodologies used during this study include:

- US Army Corps of Engineers Wetlands Delineation Manual, January 1987: Routine On-Site Determination Method.
- Soil Conservation Service; Soil Survey of Lane County, 1981.
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- 1993 Supplement to the National List of Plant Species.
- Flora of the Pacific Northwest by Hitchcock and Cronquist, 1978.
- Wetland Plants of Oregon and Washington by B. Jennifer Guard, 1995.

WETLAND BOUNDARY DELINEATION
 FOR
BARBARA PARMENTER
 NE 1/4 SECTION 4, T. 18 S., R. 2 W., W.M.
 SPRINGFIELD, LANE COUNTY, OREGON



1410 OAK ST., EUGENE, OR 97401 (541)802-8790

★ Plot

REGISTERED
 PROFESSIONAL
 LAND SURVEYOR

Lawrence S. Olson

OREGON
 JULY 15, 1984
 LAWRENCE S. OLSON
 858

RENEWAL DATE: 12-31-88

FIGURE 2
 Wetland Delineation Map
 Surveyed by Olson and Associates
 Map # 18-02-04-011 and 319
 3403 NW 27th, Springfield, OR

SCALE 1" = 100' DATE: 12 JUNE 1982 DRAWN BY: K. Kasper PRODUCT NO. 2632

ASSESSOR'S MAP 18-02-04, TAX LOT 300

L. B. OLSON & ASSOC., INC.

REG. PROFESSIONAL SURVEYOR, DWS
 Exp. Date 06/12/88 74

Wetland Delineation5409 Ivy Street, Springfield, OR**2.2 WETLAND DETERMINATION SUMMARY DATA SHEET****SITE DATA**

Project/Site: 5409 Ivy Street, Springfield, Oregon 97478
Project #: 7972.00
Date: May 29, 1998

Applicant: Barbara Parmenter, Property Owner
 Forest Ridge Development, PO Box 334, Thurston, OR 97482

Owner: Barbara Parmenter
County: Lane
Location: 5409 Ivy Street, Springfield, Oregon 97478
Legal: T. 18S, R. 02W, Sec. 04, Tax Map 18-02-04-310 and 313
Area of Site: Approximately 1.51 acres
Elevation: Approximately 535 feet above sea level
Topography: Bottomland is relatively flat, gently sloping to the northwest, at the foot of a 80-foot high, fairly steep ridge

Method: Routine, On-Site Determination Method for Sites Greater Than 5 Acres in Size (1987 CE Manual)

Soil Type(s): Courtney gravelly silty clay loam (#34), Hazelair silty clay loam (#S2B), Salkum silty clay loam (121B and 121C)

Vegetation: Oregon Ash overstory with native and some non-native sedges, grasses, forbs and shrubs

Waterway: McKenzie River, located approximately 1.5 miles north
Wetland Type: Cowardin classifications: Palustrine Forested and Open Water
NWI Mapping: None. Closest is PUBF_x (Cowardin classification for Palustrine, unconsolidated bottom, semipermanently flooded, excavated to the west (NWI: Springfield Quad Map)

LAND USE

Proposed Use: Multi-family residential
Present Use: Single-family residential and undeveloped
Past Use: Single-family residential and undeveloped since at least 1936 (date of earliest available aerial photo)

Adjacent Land Use: North: Retirement Manufactured home community
 South: Agricultural, grazing, and single-family residential
 East: Single-family residential
 West: Single-family residential, agricultural, and grazing

Zoning: Low density residential

FINDINGS

Wetland Acreage: 1.51 acres jurisdictional wetlands
Cowardin System Class: Palustrine Forested and Open Water

FAX TRANSMITTAL

From:

Barbara K. Parmenter
5409 Ivy Street
Springfield, Oregon 97478
Telephone No. (541) 937-1234
Fax No. (541) 746-1461
e-mail: bobbillc@comcast.net

To: CITY OF SPRINGFIELD DEVELOPMENT AND PUBLIC WORKS
ATTENTION MARK METZGER

VIA FAX NO. (541) 736-1021

Dear Mark,

I will fax you my intervention into Tamie Yarnall's Appeal on Hayden Homes Laurelwood Subdivision approval with my issues.

I am qualified as a person with disabilities under the definition by the Americans with Disabilities Act and Section 504 of the Rehabilitation Act of 1973. I have traumatic brain injuries with cognitive deficits, central processing disorder, inability to comprehend oral communications, vision deficits, hearing loss, vestibular disorder, severe daytime hypersomnolence and entrolymphatic hydrops. I cannot sequence, organize or put things in order, tell time, I am dyslexic and I cannot access court records.

However, contrary to Hayden Homes personal I am not mentally deficient or "confused" on my owning my property due to numerous unlawful court action by the State of Oregon Agencies in retaliation of my exposing crimes and criminals within the Oregon Judicial Department and my further exposing constitutional violations in the restructured Oregon government.

There has been one suit against the State of Oregon by the U.S. Department of Justice and I am currently providing the Disability Civil Right Division in Washington D.C. with information and proof of the crimes in the Oregon Courts against me. You will see that the Legal Services Corporation has also apprehended Oregon State Agencies in their discriminatory actions against me to prevent me from having access to constitutional courts. I am the only person who has ever sued the Oregon State Bar for damages which I filed by Pro Se on November 4, 2004. Due to my suit and my damages there is a financial conflict of interest with me and every Attorney who practices law in Oregon and every Judge who practices in Oregon.

I need to file any suits in the Prettyman United States District Court in Washington D.C.. The State of Oregon Circuit or Court of Appeals or the Oregon Supreme Court, or U.S. District Court or U.S. Bankruptcy Court for the District of Oregon does not have any personal jurisdiction over me. Any court actions since November 2004 involving me in Oregon are null cases. Likely not in order, and with intervals.

Barbara Parmenter

These pages were jammed

MOTION FOR INTERVENTION INTO APPEAL
OF THE NOTICE OF DECISION
FOR THE LAUREL WOOD SUBDIVISION
FILE NO. TYP214-00004

Municipality
The City of Springfield
Development Services Department
225 Fifth Street
Springfield, Oregon 97477
Telephone No. (541) 726-1021
FAX: (541) 736-1021
e-mail: www.springfield-or.gov

and

Appellant
Tamie Yarnall, Adjacent land-owner
Petitioner for Review-Appeal
996 South 55th Place
Springfield, Oregon 97478
Telephone No. (541) 726-3775

Intervener
Barbara Parmenter, Adjacent land-owner
And Wild Goose Landing
Petitioner-Intervener for Review
5409 Ivy Street
Springfield, Oregon 97478
Telephone No. (541) 937-1234

1.
NOTICE OF SPECIAL VISITATION

Please take notice that Barbara K. Parmenter hereby makes a special visitation and is demanding all rights at all times and waiving no rights at any time, especially her right to challenge subject, effective service, and personal jurisdiction in the first instance and to preserve her right to due process of law.

2.

Motion To Intervene

I, Barbara Parmenter, assert my Intervention Motion is timely and herein motions for the right of intervention into the Review and Appeal filed by Tamie Yarnall.

As provided under FRAP 15 Review of an Agency Order- Intervention I, Barbara Parmenter an making a Special Appearance to Intervene in the above Review.

Rules of Civil Procedures

Rule 24. Intervention

(a) INTERVENTION OF RIGHT. Upon timely application anyone shall be permitted to intervene in an action: (1) when a statute of the United States confers a conditional right to intervene: or (2) when an applicant's claim or defense and the main action have a question of law or fact in common.

When the applicant claims an interest relating to the property or

transaction which is the subject of the action and the applicant is so situated that the disposition of the action may as a practical matter impair or impede the applicant's ability to protect that interest, unless the applicant's interest is adequately represented by existing parties.

(a) PERMISSIVE INTERVENTION. Upon timely application anyone may be permitted to Intervene in an action: (1) when a statute of the United States confers a conditional right to intervene; or (2) when an applicant's claim or defense and the main action have a question of law or fact in common.

When a party to an action relies for ground of claim or defense upon any statute or executive order administrated by a federal or state government officer or agency or upon any regulation, order, requirement, or agreement issued or made pursuant to the statute or executive order, the officer or agency upon timely application may be permitted to intervene in the action.

Intervener is an original party to the review.

3.

Legal Services Corporation

Applicant has received the assistance of the Legal Services Corporation in the unlawful and discriminatory court actions in Oregon Circuit Courts and Oregon Court of Appeals, and U.S. Federal District Courts and U.S. Federal Bankruptcy

Courts for the District of Oregon to the extent of the law authorized to LSC which regulates the funding legibility only and cannot give Intervener legal assistance.

4.

Intervener is a Person With Disabilities

Applicant meets and satisfies the required verification of being a person with disabilities under the American with Disabilities Act, the Guide to Judicial Procedures, The Judicial Conference enactment of 1995 requiring accommodations for persons with communications deficits in Federal Courts as adapted in September of 1995, and Section 504 of the rehabilitation Act of 1976.

All of Intervener's professional health care providers have verified that she needs aides and services to accommodate her handicaps and disabilities.

Unfortunately she is unable to secure any accommodations in Oregon. Any aides she has personally employed were eventually threatened with retaliation by Oregon State Bar members.

5.

The Fourth, Fifth and Fourteenth Amendments to the Constitution of the United States confirm my rights to intervene. Both the Federal District Court and the United States Bankruptcy Court cases have Constitutional and Civil Rights questions on statutes, raises questions of law in U.S.C. 42 chapter 21, and Issues of

law under the Judicial Conference adapted policies in September of 1995 and Section 504 of the Rehabilitation Act of 1973. The cases both raise issues on discrimination, denial of due process, deprivation of liberty, and have facts in common on taking of property rights, and include 42 U.S.C. § 12132.

6.

Title 18 Civil Right Violations and Felony Charges

Intervener's civil rights were violated in the unlawful court actions and in the discrimination against her, including her being a victim of hate crimes. Under Title 18 any person who participated in the discrimination against intervener or did or does not stop the crimes against her when they have the ability to do such is also guilty of the crime as well. The Title 18 statues include felony charges.

7.

**CONVICTIONS UNDER TITLE 18. NOT STOPPING DISCRIMINATION WHEN
THE ABILITY TO STOP IS THERE OR PARTICIPATING IN CIVIL RIGHTS
VIOLATIONS IS A FELONY**

**THE CITY OF SPRINGFIELD IS A MUCIPALITY. MUCIPALITIES DO NOT HAVE 11TH
AMENDMENT AMMUNITY. SHOULD THE CITY NOT TRY TO PREVENT FURTHER
DISCRIMINATION AGAINST INTERVENER THE CITY COULD ALSO BE FOUND GUILTY
OF DISCRIMINATING AGAINST INTERVENOR AND PROSECUTED UNDER TITLE 18.**

8.

INTERVENOR'S properties are not adequately represented. She must secure federal assistance or file in Washington D.C. and be given effective legal representation. Intervener has no access to courts in Oregon, Washington, or Idaho even though the Federal Government had provided for her being protected which the State of Oregon and the Oregon State Bar members prevented by violating Federal laws. Intervener was never bankrupt. She was coerced by the threat of her over \$120,000.00 in bank accounts being illegally seized the day after she was again whiplashed in the second very suspicious whiplash. This whiplash rendered her incompetent for over nine months and her family had to take over her businesses. Still there were no legally qualified accommodations in any Oregon court provided to her. The current court status in the Bankruptcy Court impedes and impairs her ability to protect her property interests. The property in the District Court Case likewise has not been in Applicant's possession for over six years due to court actions and court orders and Applicant's rights of possession has been taken by corrupt court action. Her cases have Constitutional issues with the Rights of Property ownership. Because Applicant is handicapped and disabled from traumatic brain injuries she cannot access court

records.

9.

Can file directly in D.C. Federal District Court

Under Section 504 Intervener can directly file in the Washington D.C. court without having to meet or give prior notices. See Tennessee v. Lane.

10.

My and my family's land is located above a wetland with an aqua fir that feeds into the City water supply. The topographical maps and wetland delineation reports there is an approximate 80 foot steep hillside with slippery clay soil. Above this steep hillside erected on the BPA easement land are high line towers with deep footings into the upper soil above the steep slope.

I have just learned that Branch Engineering who were my engineers, not only exceeded their estimates for their work on my development they used some of my wetland delineation reports and soil tests I secured and paid for and gave them to Hayden Homes for their unlawfully acquired land without my permission.

I had an additional geological report from a gentleman named Gunnar, but I have not located the report as yet. In his report he contended that the North Slope and lower land was not an alluvial formation but was a slide area. Two winters ago I had a water pipe leak between my house and the end of Ivy Street. Finally I

located the leak after the property north of the faucet slid just as Gunnar had predicted. Gunnar's report said the slope was unstable and putting water on the slope would cause a slide. To my knowledge Branch Engineering and Geotechnical engineer Ronald Derrick has not dug extensive test holes with heavy equipment as I had done, and has not considered this visible slide in planning the location of the storm water treatment facility on the North Slope. The water treatment on that portion of the North Slope is an unstable fill area.

11. Conceptual Plan

When I started the development process for Royal Ridge Subdivision I questioned the City's Conceptual Traffic Plan. I had a meeting with Masood but he refused to address the fact that the Conceptual Plan had streets and roads going over 40 to 80 foot cliffs. My engineer stated he had to design the subdivision according to what the city required. The reasons for these current unworkable and unsafe options for further development exists in my opinion because the city refused to acknowledge they were creating a horrific problem, which we all now face.

I hope for all of our safety and neighborhood continuity that we can all step back and do a better job than what has been done. Obviously neither access is safe or acceptable.

Different Rules for Some People

The City of Springfield insisted "I" had to construct and extend Glacier Drive even after I had reported to Branch that the west end of Glacier is currently undermined and the slope is highly unstable and the hillside where the road had to be built was all fill and unstable fill at the best. It apparently was not too expensive for me to have to extend Glacier Drive, but it is not financially freezable for Haden Homes to extend Glacier Drive or for the City to maintain. Considering how Hayden Homes knowingly secured the land there appears to be more discrimination against this female developer going on than just in the State Circuit Courts, Oregon Courts of Appeals and the U.S. Federal District Court and the U.S. Bankruptcy Court for the District of Oregon by Oregon Judicial officials.

2.

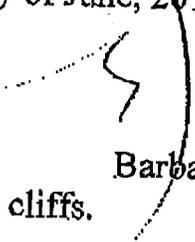
A FUNDAMENTAL CONSTITUTIONAL GUARANTEE THAT ALL LEGAL PROCEEDINGS WILL BE FAIR AND THAT ONE WILL BE GIVEN NOTICE OF THE PROCEEDINGS AND AN OPPORTUNITY TO BE HEARD BEFORE THE GOVERNMENT ACTS TO TAKE AWAY ONE'S LIFE, LIBERTY, OR PROPERTY.

Obviously due process is not being recognized as a necessity in this subdivision

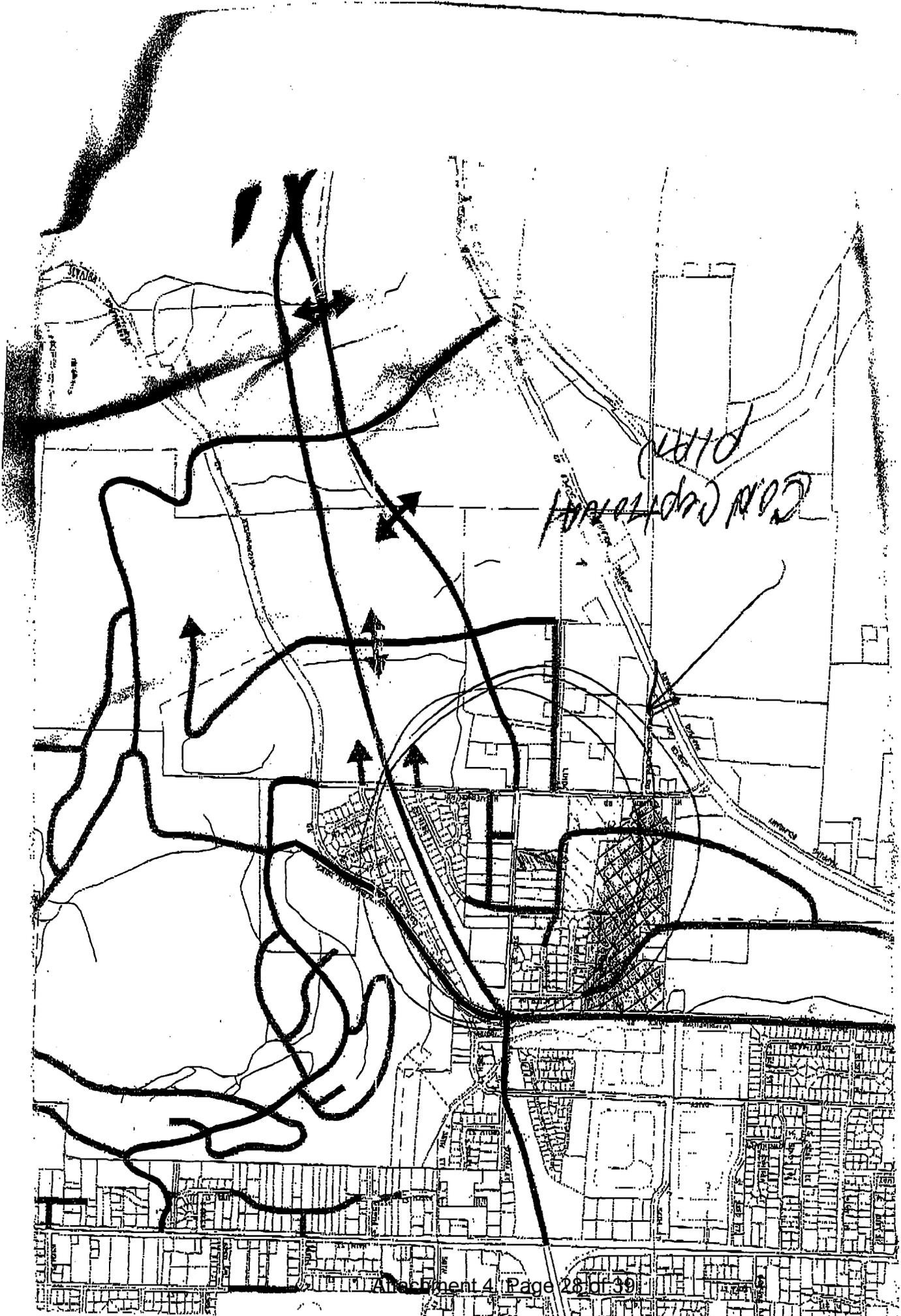
approval any more than it was recognized in the public corruption I have been experiencing over the last 8 to 10 years. Numerous adjacent property owners were never given the rights to review the City's approval because they were never notified. By law this review must be nullified. Then all interested and adjacent property owners must to notify. Without this requirement the subdivision plan is illegal in my opinion. I believe we have to stand up for our constitutional rights, and the laws say we have to stand up for other's constitutional rights as well. My cases are proof that your constitutional rights have already been taken and you were not made aware of the fact.

In my opinion this neighborhood and the City need to diligently get involved in correcting the many issues that are being raised, and to not partake in an act of retaliation by approving the clear cutting of desirable trees under a misinformed opinion. Of the 52 original large fir trees in Royal Ridge none have fallen as dangerous trees in over 30 years. Even the city did not believe that every tree should be removed as is evident when the city fined the owner of lot 41 who cut the timber off of his lot without a permit.

Respectfully submitted this 4th day of June, 2014.


Barbara Parmenter

Enc. Conceptual Traffic Plan over cliffs.



FAX TRANSMITAL

June 4, 2014

From:

Barbara K. Parmenter
5409 Ivy Street
Springfield, Oregon 97478
Telephone No. (541) 937-1234
Fax No. (541) 746-1461
e-mail: bobbillc@comcast.net

To: Mark Metzger
City of Springfield Development and Public Works

VIA FAX NO. (541) 736-1021

This is being hand delivered. My new fax machine did not print out verification of your receiving this package. If you did not receive the faxes, and I did not correctly fax the package I request this error be treated as an accommodation to my disabilities and the package be accepted.

Barbara Parmenter

3/20

Barbara K. Parmenter
5409 Ivy Street
Springfield, Oregon 97478
Telephone No. (541) 937-1234
Fax No. (541) 746-1461
e-mail: bobbillc@comcast.net

June 4, 2014

Mark Metzger
The City of Springfield
Development Services Department
225 5th Street
Springfield, Oregon 97477

Via Fax No (541) 7

Dear Mr. Metzger,

I have enclosed sufficient medical reports and records to prove that contrary to Hayden Homes and Umpqua Bank's claims I do not have any mental defects. The enclosed medical reports and records do establish that I am a person with disabilities and that I am intelligent.

I am not confused on the crimes that have and are being committed against me and my family and I have enclosed a copy of my letter to Bertrand S. Thomas, Program Counsel III of the Legal Services Corporation, Office of Compliance and Enforcement. You may check with your Lane County Legal Aid Director and you will discover that their federal funding has been stopped by the LSC and the US Department of Justice for cause which was denying me effective legal representation in the Oregon Circuit and Court of Appeals and in the U.S. District Court and U.S. Bankruptcy Court for District of Oregon.

It is legally established that I was coerced to try and file a chapter 11 to gain time to recover from the December 29, 2008 whiplash accident that left me incompetent with a fourth traumatic brain injury. I was not bankrupt. I was suffering from PTSD and Texas attorney Samuel Boyd filed an illegal foreign judgment on December 30, 2008, the very next day, for \$130,000.00 by intervention into the felon attorney Humphreys' legal negligence case before Judge Rasmussen. Boyd's securing the illegal foreign judgment placed him in contempt of court in the Barbara Parmenter v. Oregon State Bar Case in Multnomah County before Judge Gerome LaBarre, Case No. 070100338.

I have enclosed my motion to intervene in Tamie Yarnall's Appeal as permitted under FRAP 15.

My and my family's land is located above a wetland with an aqua fir that feeds into the City water supply. The topographical maps and wetland delineation reports there is an approximate 80 foot steep hillside with slippery clay soil. Above this steep hillside erected on the BPA easement land are high line towers with deep footings into the upper soil above the steep slope.

It appears Branch Engineering used my delineation reports in Hayden Homes preliminary submittal. I had an additional geological report from a gentleman named Gunnar, but I have not located the report as yet. In his report he contended that the north slope and lower land was not an alluvial formation but was a slide area. Two winters ago I had a water pipe leak between my house and the end of Ivy Street. Finally I located the leak after the property north of the faucet slid just as Gunnar had predicted. Gunnar's report said the slope was unstable and putting water on the slope would cause a slide. To my knowledge Branch Engineering and Geotechnical engineer Ronald Derrick has not dug extensive test holes with the heavy equipment track hoe as I had done with Gunnar, and they have not viewed the visible slide in planning the location of the storm water treatment facility on the North Slope. The water treatment on that portion of the north slope is an unstable fill area.

In addition I had reported to Branch Engineering that the west end of Glacier is currently undermined and the slope is highly unstable.

I do not believe the City of Springfield gave me, my family, and our adjacent neighbors adequate time, ten days counting holidays and weekends, to reply to an unsafe development plan hurriedly prepared by the company that is participating in the illegal, fraudulent, and unconstitutional Federal District and Bankruptcy Court actions against me and where the court lacks personal jurisdiction. I have properly advised Haden Homes several times that they acquired my and my family's land by violating my civil rights under Title 18, and in violation of my constitutional rights and in an unconstitutional court under Article III where fraud upon the court was used to unlawfully seize my assets and my families land. The officers of the court and their associates all knew, or should have known, the court did not have personal jurisdiction at the least. Because these court actions are legally null the property rightfully still belongs to me and my family. I have no legal access to any courts in Oregon, Washington, or Idaho and these state's courts do not have personal jurisdiction over me to make any rulings

Please include this Fax with my intervention package.

Sincerely,

Barbara Parmenter

FAX TRANSMITAL

From:

Barbara K. Parmenter
5409 Ivy Street
Springfield, Oregon 97478
Telephone No. (541) 937-1234
Fax No. (541) 746-1461
e-mail: bobbille@comcast.net

To: Bertrand S. Thomas, Program Counsel III
Legal Services Corporation
Office of Compliance and Enforcement
333 K Street N.W., 3rd. Floor
Washington D.C. 2007-3522

VIA FAX NO. 1 (202) 337-6797 AND ALSO VIA FAX NO. 1 (202) 337-6797

Dear Sir or Madam,

I am requesting a copy of the Legal Services Corporation's denial of Lane County Oregon's federal funding that Oregon and all of the other 49 states receive through the Legal Services Corporation. In Oregon the recipocate of those funds was Legal Aid of Oregon.

Once again I ask for your urgent attention as the City of Springfield has not given me, my family, and our adjacent neighbors adequate time, ten days counting holidays and weekends, to reply to an unsafe development plan hurriedly prepared by the company that is participating in the illegal, fraudulent, and unconstitutional U.S. Federal District Court and U.S. Federal Bankruptcy Courts for the District of Oregon judicial actions that at all times lacked personal jurisdiction that is verified by your agency's authority to remove federal funding from Lane County Oregon for cause.

I was ignorant of the fact that the U.S. Federal District and U.S. Federal Bankruptcy Judges were in fact also members of the Oregon State Bar. Since the Oregon State Bar is apart of the Oregon Judicial Department and is a State Agency, the federal judges are also State of Oregon government officials and not only were apart of the denial of my PAI grant but they have breached their oath of office. This further invalidates the court rulings as null since these federal judges knew they had a conflict of interest with me and failed to abide by both state and federal law requiring them to make a full disclosure of any conflicting interests. I not only filed an Institutional Discrimination Motion in the Federal U.S. District and Bankruptcy Courts for the District of Oregon I petitioned the Federal judges to recuse for cause of bias and prejudice and they refused knowing they had a financial conflict of interest as well.

I have properly advised the company claiming ownership of my land and the City of Springfield that the subject property was acquired by the current developer Hayden Homes in violation of my Civil Rights under Title 18, in violation of my Constitutional rights, and in an unconstitutional court under Article III where in addition fraud upon the court was used to acquire my assets and our land.

The court, officers of the court and their associates all knew, or should have known, the court did not have personal jurisdiction at the least. Because of the courts actions any rulings or orders are legally null and the property rightfully still belongs to me and my family, regardless of any party's claims. I have personally seen that all parties in these court actions have been apprised of the violation of my civil rights and disability civil rights, the unlawful, unconstitutional, and criminal activities committed to seize the properties and I have advised the City of Springfield of these violation that will make them a party to the crimes if they proceed as well.

The practice of this "crime group" has been to take retaliation against me, my family, my properties and businesses in retribution of my exposing crimes and criminals within the Oregon Judicial Department. The retaliation was also intended to prevent me from discovering the unconstitutional and civil rights violations against me as well as all of the Oregon citizenry by the State of Oregon's "unique" and altered government structure. The acts of retaliation have included but are not limited to the following destruction of my properties:

- a.) to seize my property on Dexter Lake located at 38 West Lakeview, Lowell, Oregon and strip the hillside land of all trees and vegetation which caused undermining of the homes foundation from the flow of uphill water.
- b.) To retaliate in a similar method a second time the officers of the court seized my HUD townhouse housing complex on East Main Street in Springfield without a court order and literally pulled up the mature 30 year old hedges and expended \$30,000.00 of my trust funds to remove multiple trees, a lot of the remaining vegetation and landscaping. A few photos are enclosed or will be forwarded.
- c.) This crime groups' not surprising tactic in retaliation against me this time is to remove all of the timber on the approximate 38 city acres, not only in retaliation but for a sizable profit to be gained from the sale of the ill gotten and fraudulently cut timber.

The first mailing notice by the City of Springfield that was sent to only 4 adjacent home and land owners out of over twenty at the least stated that "some of the trees would need to be removed" in the first phase. I had already removed trees in the first phase that would have been required for development before this crime ring committed egregious, tortuous, and criminal assaults and batteries, and known, provable, whiplash vehicle crash(s) against me to disable and to further disable me therein allowing the group time to seize my low loan to value desirable properties worth over seven million dollars at that time.

Disabling me allowed this group time to conduct court proceeding where I was denied accommodations for my communications disabilities in violation of my constitutional rights, my civil rights, and my disability civil rights and as required under the ADA and Section 504 of the Rehabilitation Act of 1973. Handicapping me was thought to be an effective method of preventing my further disclosures of the criminal activities and public corruption in Oregon.

Your agency likely took into consideration I was prevented from having available legal representation not only by the Oregon State Bar's denial of the PAI grant, but my constitutional rights were and are being denied by the State's "unique" government structure which consists of the Oregon State Bar being a State agency and a mandatory and self insuring Bar as well as other procedures unlike the other 49 states.

Please accept my thank you for your investigating my complaint in which the Oregon State Bar, a State of Oregon government agency, prevented me from accessing the Participating Attorney Involvement grant. In my efforts to receive access to the courts in Oregon and to be given due process of law, equal protection of the law, and effective legal representation that are rightfully guaranteed to me under our Constitution as a United States of America citizen I have discovered there are other First Amendment, Fifth Amendment, and Fourteenth Amendment and Article III violations against the Oregon citizenry.

Your actions and enforcement are helping to assure me that the citizens of Oregon, me and my family included, will eventually be properly and effectively protected under our Constitutional rights through the efforts of officials in our Federal agencies. Hopefully our constitution rights will soon all be re-instated in Oregon. My and my family's "thank you" can hardly express our sincere gratitude.

Thank you for your kind attention to my request.

Sincerely,

Barbara Parmenter
Cc: file

MEMORANDUM OF LAW
ON
LEGAL SERVICES CORPORATION

STATUTES, RULES AND REGULATIONS EFFECTING LSC AND HHS

Title 42-Public Health and Welfare

Chapter 34- Economic Opportunity Program

Subchapter X- Legal Services Corporation

§ 2996. Congressional findings and declaration of purposes

- 1.) There is a need to provide equal access to the system of justice in our Nation for individuals who seek redress of grievances.
- 2.) There is a need to provide high quality legal assistance to those who would be otherwise unable to afford adequate legal counsel and to continue the present vital legal services program;
- *5.) to preserve its strength, the legal services program must be kept free from the influences of or use by it of political pressures.

Reply: I believe you may be a little late.

Section 85.51: Includes a statement that all other regulations, forms, and directives issued by HHS are superseded by the nondiscrimination requirements of this part. The Department views any other issuances falling short of the requirement of this regulation as insufficient to ensure compliance and therefore such a statement is unnecessary. Reply: I believe this reinforces my claim that Legal Aid of Oregon (and the State) are discriminating against me.

**Title 45 C. F. R. PART 1624- PROHIBITION AGAINST DISCRIMINATION ON THE
BASIS OF HANDICAP**

§ 1624.1 Purpose

The purpose of this part is to assist and provide guidance to legal services programs supported in whole or in part by Legal Services Corporation funds in removing any impediments that may exist to the provision of legal assistance to handicapped persons eligible for such assistance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. Section 794 and with sections 1007 (a) (1) and (3) of the Legal Services Corporation Act, as amended, 42 U.S.C. sections 2996f(a) (1) and (3), with respect to the provision of services to and the employment of handicapped persons.

§ 1624.4 Discrimination prohibited.

- (a) NO QUALIFIED HANDICAPPED PERSON SHALL, ON THE BASIS OF HANDICAP, BE EXCLUDED FROM PARTICIPATING IN, BE DENIED THE BENEFITS OF, OR OTHERWISE BE SUBJECT TO DISCRIMINATION BY ANY LEGAL SERVICES PROGRAM, DIRECTLY OR THROUGH ANY CONTRACTUAL OR OTHER ARRANGEMENT
- (b) A legal services program may not deny a qualified handicapped person the opportunity to participate in any of its programs or activities or to receive any of its services provided at a facility on the ground that the program operates a separate or different program, activity or facility that is specifically designed to serve handicapped persons.

Legal Services Corporation acknowledges and abides by the Judicial Councils requirements under Section 504 of the Rehabilitation Act of 1973 that were adapted in September of 1995.

Guidelines for Providing Services to the Hearing-Impaired and Other Persons with Communications Disabilities.

1. The General Policy:

As adapted in September 1995, it is the policy of the Judicial Conference that all Federal Courts provide reasonable accommodations to persons with "communications disabilities".

2. Federal court policy requires federal courts to provide, at judiciary expense, sign language interpreters or "other appropriate auxiliary aids and services to participants in federal court proceedings who are deaf, hard of hearing, or have "other communications disabilities". The court shall give primary consideration to a "participant's choice" of auxiliary aid or service.

"Auxiliary aids and services "include qualified interpreters, assistive listening devices or systems, or other effective methods of making aurally delivered materials available to individuals with hearing impairments.

3. Procedures

Each court is required to identify a specific office or individual(s) to serve as access coordinator from whom participants in court proceedings may request auxiliary aids or services. The access coordinator must be familiar with the judiciary's policy of providing reasonable accommodations to persons with communications disabilities, to ensure that the policy is properly implemented. The access coordinator must have a ready working knowledge of the types of auxiliary aids and services available to serve the needs of disabled persons and of the local sources from which auxiliary aids and services may be procured.

Reply: It is the writer's opinion that the Eugene Federal Court system has not implemented the required procedures as required by the Guide, the Guide to Judicial Procedures, and Section 504 of the Rehabilitation Act of 1973 to providing services to the hearing impaired and others with communication disabilities.

CONFLICTS OF INTEREST

Oregon Code of professional Conduct

Client-Lawyer Relationship Rule 1.7

Conflict of Interest: Current Clients

- a.) Except as provided in paragraph (b), a lawyer shall not represent a client if the representation involves a concurrent conflict of interest if; A concurrent conflict of interest exists if:
- (1) The representation of one client will be directly adverse to another client; or
 - (2) there is a significant risk that the representation of one or more clients will be materially limited by the lawyer's responsibilities to another client, a former client or a third person or *by a personal interest of the lawyer.*
- (b) Notwithstanding the existence of a concurrent conflict of interest under paragraph (a), a lawyer may represent a client if:
- (1) the lawyer reasonably believes that the lawyer will be able to provide competent and diligent representation to each affected client;
 - (2) the representation is not prohibited by law;
 - (3) The representation does not involve the assertion of a claim by one client against another client represented by the lawyer in the same litigation or other proceeding before a tribunal; and
 - (4) Each affected client gives informed consent, confirmed in writing.

INTERNAL AUDITING AND FRAUD INVESTIGATIONS, Mark R. Simmons CIA, CPE ARTICLES ON FRAUD INVESTIGATION Conflict of Interest in Government

People in public offices are expected to act on behalf of and in the best interests of the citizenry. A conflict of interest arises for someone in public office when that person acts, or appears to act, on behalf of someone other than the citizenry; and has, or appears to have a self interest that the citizenry is unaware of and that is actually or potentially adverse to the best interests of the citizenry. When a person's conflict of interest results in economic or financial loss to a government entity, then fraud has occurred. Public servants and those doing business with government can be held criminally liable for official misconduct, bribe receiving, receiving a reward for official misconduct, receiving unlawful gratuities, and coercive use of official position. All of these crimes involve conflict of interest. Conflicts of interests cannot and should not be treated cavalierly. The appearance of a conflict of interest is always a red flag of warning that official acts may not be within the law.

LEGAL AID OF OREGON

Not only is the Oregon Judicial System not complying with the law, it is not utilizing the funds received from the Federal government as designated, contracted, and agreed.

I am confident my not being able to receive aids and services to give me equal and effective communications, equal and effective legal representation, and equal protection under the law in the State of Oregon Circuit Courts and the Federal District and Bankruptcy Courts are because of what some members of the Legislature and the Judicial Department of Oregon are claiming are "UNIQUE" and "A DIFFERENT GOVERNMENT STRUCTURE" in Oregon. Legal Aid of Oregon Director Mt. Masuda's reply to my request for a PAI grant stated he had a conflict of interest and he was having difficulty with my request because of his "encrustation with the Oregon State Bar.

(In other words, he is not free to regulate his agency and abide by the antidiscrimination clause that was signed by Legal Aid of Oregon because he is under the control of the Oregon State Bar a part of the Department of Justice. He is encrusted by the Bar because the Bar as a part of the Judiciary, now as an over powered branch of the government and has likely taken over State Agencies, Legislative capture. The conflict has been created by the "unique" structure of the State of Oregon government placing Legal Aid of Oregon under control of the Bar. This structure is not unlike that in Europe in 1939. That reigned also seized control of the courts, committed hate crimes, and promoted racial prejudices, and discriminated against and eliminated the handicapped and disabled.

Regional Director Erika Hente of Legal Aid Services of Oregon states in the third paragraph of her June 29, 2012 letter; "Our office does not provide grants to clients to pay for an attorney to represent them." I believe that Ms. Hente's statement is a violation of HHS and LSC requirements and the antidiscrimination clause that Oregon had to acknowledge and agree with to receive the federal grant.

These documentations will show that Legal Aid of Oregon is not in compliance with LSC regulations, especially with the Participating Attorney Involvement, PAI grants and program. Legal Aid of Oregon is required to provide legal services to persons with disabilities for whatever reasons those persons with disabilities cannot use legal aid attorneys, in other words the persons with disabilities that the program was originated for and intended. Ms. Hente advises me that Legal Aid of Oregon claims to have a conflict of interest that prevents me from utilizing the grant and that all of the Legal Aid of Oregon offices through out Oregon also have a conflict of interest with me. The only requirement for accessing the legal services funding is meeting the criteria of being disabled.

Are all of Legal Aid of Oregon's client's in the State of Oregon computer categorized and cross referenced with every future and potential new client? Forever? Likely not. Clearly Legal Aid of Oregon has created a conflict of interest with me by being the puppet of the Oregon State Bar under the "UNIQUE" structure of Oregon's government which has created a fraudulent conflict of interest as is defined in the Code of Professional Conduct.

The State of Oregon and the Legal Aid of Oregon Agency appear unable to fulfill Human and Health Services and Legal Services Corporation regulations, and expresses immunity from Federal requirements to remove impediments that are preventing persons with disabilities from having access to available legal resources.

Legal Aid of Oregon has not disclosed the conflict of interest the agency or officials say they have with me and that prejudices my rights to the whole and entire Legal Aid of Oregon organization, its affiliates, and the State of Oregon government agencies. Under the Professional Codes and Ethics the government agency has to disclose the conflict of interest first and before it abstains, discusses, recommends, or takes any official action on any issue. Legal Aid of Oregon did not disclose the conflict and has made determinations.

I hope my complaint to you and the Office of Compliance and Enforcement will enforce my rights.

Sincerely,

Barbara K. Parmenter

Cc: file

COMMENT FORM

Name*: Meilin Lantz

Address*: 945 S 55TH PL.

Comment: Concern for significant traffic in our neighborhood. The turn from 55TH onto Glacier is a difficult turn for out going incoming - a wide turn made by most. I would not like to see hundreds of cars making this turn. Not ~~only~~ danger to kids but also drivers. If travel was straight thru from Glacier to new development this reduces the number of turns made by additional cars. If travel is through. Div-speed humps or methods to slow traffic need to be installed. Please - for safety!

*Name & Address Optional

COMMENT FORM

Name*: Sean Wallace

Address*: 932 So. 55th Place

Comment: Please use Glacier Drive as an entrance road & not Toy St. as the 2 corners create a hazard (Glacier to S. 55th Place to Toy)
Please don't build anything under the power lines. New homes will generate enough noise & air pollution
Also, what about school buses? they will never make the corners -

*Name & Address Optional

April 4, 2014

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

Attention: Mark Metzger

RE: Laurelwood Phase 1 Subdivision

We the undersigned would like the following comments to be considered on the Hayden Homes proposed subdivision at 5409 Ivy Street.

1. Access. We firmly believe that the main access shown on the site map via Ivy Street could be very dangerous to the residents of the Royal Ridge Subdivision. Currently there are a dozen children under the age of seven that play on these streets and sidewalks near Ivy. Due to the crown at the top of Glacier and the blind corner of Ivy there have been some very near misses with children, bikes, cats, and cars.

We would like an extension of Glacier investigated as the main entrance to the project which was consistent with the Conceptual Local Street Map in 2006. We understand that Mt. Vernon Road would be the other entrance once the annexation has taken place. Could we have a traffic impact analysis and a cost-benefit analysis of extending Glacier rather than using Ivy?

2. Drainage. Currently water from this property drains onto the south-end of our property as well as the adjoining neighbors. This has been an ongoing problem during heavy rain, flooding our yard and crawl-space and requiring us to keep a sump pump available all the time. This problem was not adequately addressed by our subdivision's developer 30 years ago and should be taken care of now. As noted in section 2.1 of Branch Engineering's geotechnical engineering report Test Pit 5 was of the most concern and that area gives us the most problems.

3. During the Wild Goose Landing review process it was noted by SUB that a booster pumping station would be required to provide domestic water service to the development. We maintain that this should still be a condition of final approval.

We realize the proposed Hayden project is still in the tentative approval stages. We would like to be included during the approval process as to what conditions are attached to the final approval.

Thank you.

Sincerely,

Melvin Eugene Oppliger
983 South 55th Place
Springfield OR 97478
541-726-2432

Barbara A. Oppliger

METZGER Mark

From: Barabara Oppliger <bbopp2@gmail.com>
Sent: Wednesday, May 21, 2014 12:00 PM
To: METZGER Mark
Subject: Laurelwood subdivision
Attachments: 2014 Hayden proposal.odt; ATT00001.txt

I did receive the notice of decision today and have read through it. I did notice my letter was not answered so I will attach it again. All of my questions were answered but one.

Drainage: Will the swales and the new water run-off system address the drainage problems we have at the south end of S. 55th Place? Will the swales be placed in the BAP right-of-way?
If so, who will be responsible for keeping the blackberry and other noxious weeds down?



Kimberly Scott

541.736.3070 kimscott@comcast.net 5563 Glacier Drive, Springfield, OR 97478

April 21, 2014

Mark Metzger
City of Springfield
Urban Planning Division
225 Fifth St
Springfield, OR 97478

Dear Mr. Metzger:

I received notice of the application for the subdivision and subsequent tree-felling permits for my neighborhood area. I work out of town, so I am late in submitting a response and will be unable to attend the meeting on Wednesday, April 23rd. The letters arrived last week.

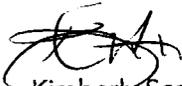
The impact of increased traffic needs to be considered. This is a family neighborhood and the children play and ride bikes along the street. We have a number of children who walk to the bus stop at the end of Glacier Drive at 57th Street. This is already a questionable spot and additional traffic could make it serious.

I do not think that using Glacier Drive or Ivy Street are fair options. First, we are not part of Hayden Homes low-income housing. We bought into Royal Ridge Subdivision and wish to preserve as much as possible our property values as we watch a slow recovery. Secondly, why is it not incumbent upon the developer to put in their own ingress and egress to their development? We are forced to accommodate them as we watch the quality of life in our neighborhood and property values falter. Third, I have concerns about what will happen with the runoff water and what effect felling those trees will have upon the northern hillside. The fuzzy diagram that was mailed to us does not make much clear.

It would appear that Hayden Homes owns most of that land so why can't they put in their own access? The hill on Glacier Drive invites most all drivers to accelerate while ascending the hill causing excessive speed for a residential area. Additionally, I do not welcome any suggestions that I will have to remove some of my landscaping in my front yard to provide higher visibility. These are low growing shrubs that provide some degree of privacy and separation from the sidewalk. There has never been an incident during the nine years of my residency.

It seems that Hayden Homes has yet to finish their other subdivisions in the area. It would be more appropriate to put in comparable homes for this area. Ms. Parmenter's proposal would have offered some positive aspects, but this subdivision offers us nothing but problems. I object to building yet more low income housing in this area, but if it must be, they should have their own ingress and egress within their own boundaries, or is this the vision you have for Springfield's future?

Sincerely yours,



Kimberly Scott

METZGER Mark

From: Kelley Hickman <kelleybduck@gmail.com>
Sent: Tuesday, April 22, 2014 7:24 PM
To: METZGER Mark
Subject: Hayden Homes Development TYP214-00004

Dear Mr. Metzger,

I write to you today regarding the Hayden Homes development record number TYP214-00004. While I understand that Hayden Homes is the rightful owner of this property and may develop it as they see fit. I hope that my following thoughts will be taken into account.

According to city ordinance 4.2-105 under general provisions, it states "The street system shall assure efficient traffic circulation that is convenient and safe." This also is important for emergency vehicle access. Now I know that in the neighborhood meeting that you attended a lot of the people in this neighborhood talked about the blind corner coming up the hill. While this corner by itself is a bit of a hazard, (particularly during the afternoon since it is west facing and the sun blinds you.) I believe it really becomes an issue during inclement weather, in order to make it up that hill when it's icy it's necessary to gun the engine or not get up the hill at all. At least that has been my experience. My concern is that during inclement weather turning onto that blind corner, and then turning again to get onto Ivy will make for a lot of squirrely driving for the Hayden Homes residents. While I understand that using Ivy is the least expensive route, I propose that using Glacier to feed into the subdivision will be a safer route for the residents of this new housing development. It may also allow Hayden Homes more area for development.

My main concern with this development will be the much larger increase in traffic. As most residents on this hill know, there are a lot of children who reside here. I know there are at least 20 kids on this hill. Considering that even if there is only 1 kid per home in the new development you are still tripling the amount of children present in our little ecosystem. My point is this, due to the nature of our hill being surrounded by high traffic streets; most of the kids play outside of their homes in the street. While this is not an ideal solution, it isn't all that dangerous with the low traffic that is currently on the hill now. Add 65 to 130 extra cars on the road and playing in the street will no longer be a viable option for these kids.

I know that Hayden Homes caters to new homebuyers and young families. Don't they think that these families will want a safe place for their children to play as we do? I propose that Hayden Homes sacrifices one or two of their larger lots to make a park. It will make the neighborhood more appealing to prospective buyers and safer for the children in the neighborhood. Perhaps they won't even need to sacrifice a lot or two if they build on Glacier. Perhaps they can charge a slightly higher price for the convenience of the park near the subdivision. I know that I personally would volunteer my time and labor to make a park happen. I believe that others on this hill would join me.

I hope that Hayden Homes will take these issues into account and make this subdivision a good addition to our community.

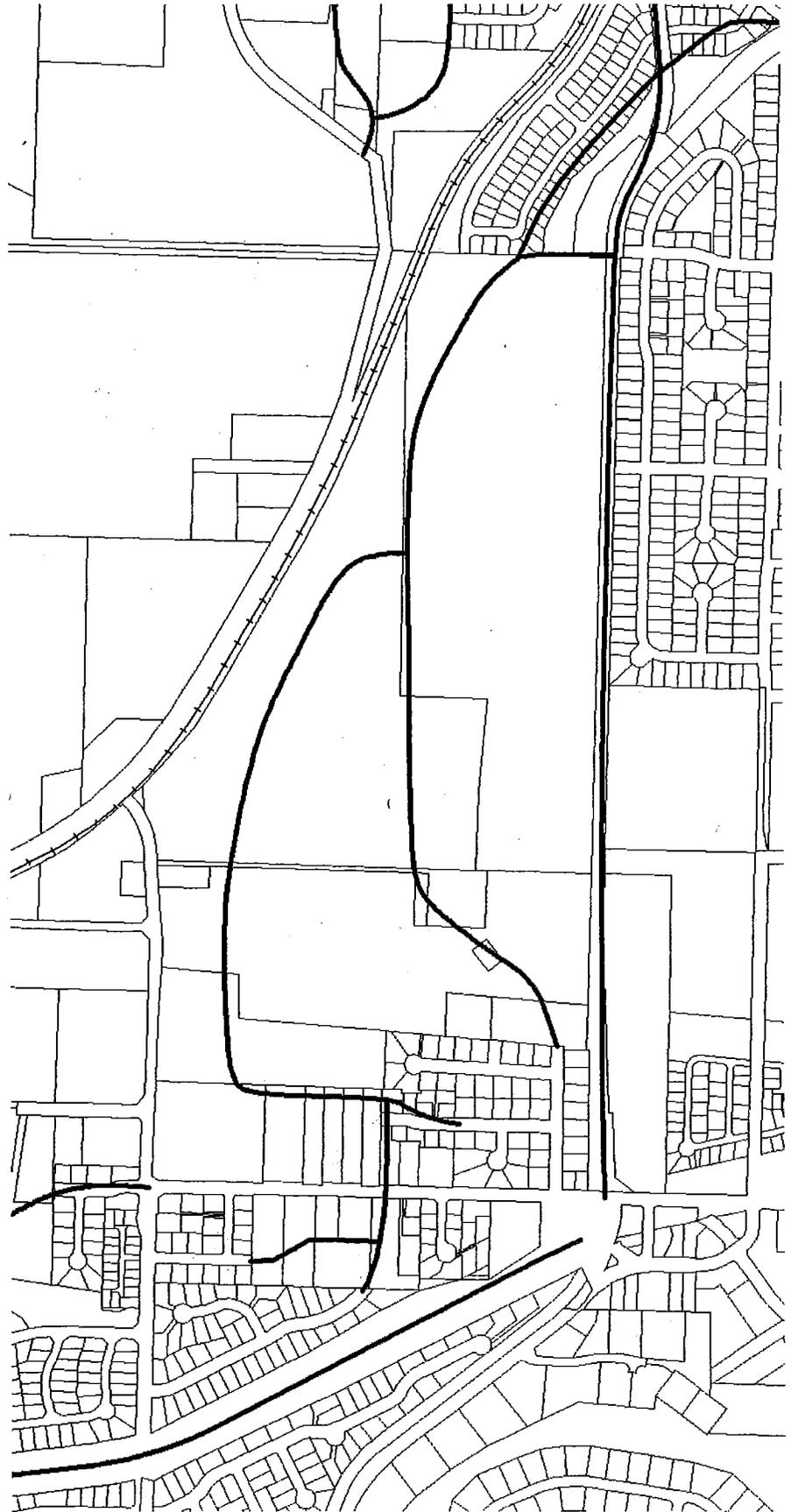


Cordially,

Kelley Hickman

897 S 55th PL

Conceptual Street Map



METZGER Mark

From: Tammy Coleman <coleman_t@4j.lane.edu>
Sent: Friday, April 04, 2014 8:21 AM
To: METZGER Mark
Cc: firemonkey4@msn.com
Subject: New Housing Development

Importance: High

Good morning Mr. Metzger,

First of all I wanted to thank you for your time last night. I wanted to apologize for the rude people from South 55th Place. Others, myself included, would of liked to ask you questions and are still unclear on some issues. I don't feel that last night's meetings was a fair representation of all parties that will be effected by the upcoming changes. The people from South 55th Place only invited whom shared their interests. What the South 55th Place neighbors never considered were all of us living on Glacier. I live at the corner of 55th place and Glacier and already our son is unable to safely play outside because of the traffic from all of them zooming around the corner. I think it is fair to allow us extra time to contact the neighbors on Glacier that will be effected so they know of the upcoming changes and have a chance to voice their concerns as well. Because non of us were notified (via email, mail, or 55th place neighbors), I don't believe it is in the city's best interest to only collect the minorities view. I'd also like for all of us to be included in the upcoming City Planning and Developer meetings, mailings, or emails concerning the proposed development. I'll be preparing a letter for all my neighbors with your contact information. What is the mailing address that people can mail letters of feedback to you?

I do have a favor to ask you. I'm asking that you postpone the April 9th neighborhood response for at least another week. Because non of us were included in the mailing or discussions last night, I believe it's fair to allow us extra time so all voices are heard. I appreciate that you have a difficult job and that change isn't always welcome.

Thank you for your consideration,

Tammara Coleman
coleman_t@4j.lane.edu
Essential Skills Coordinator/Math Title teacher
Willagillespie Community School

"Tell me and I forget. Teach me and I remember. Involve me and I learn." - Benjamin Franklin

METZGER Mark

From: HIGGINS Teri L <Teri.L.Higgins@ci.eugene.or.us>
Sent: Tuesday, April 08, 2014 2:37 PM
To: METZGER Mark
Subject: FW: Laurelwood Subdivision

Interesting. . . Did you get this? When I copied myself (to my work e-mail), it shows that it went to Michael Metzger. . ?
t.

From: Teri H [mailto:ttteri@hotmail.com]
Sent: Tuesday, April 08, 2014 2:19 PM
To: METZGER Michael
Subject: Fwd: Laurelwood Subdivision

Subject: Laurelwood Subdivision

Mark –

Thanks for chatting with me. As I mentioned, my concerns are:

- Insuring that construction access is taken from Mt Vernon Road, and not through the neighborhood. There are quite a few kids running around and with all the turning movements to get to Ivy it just wouldn't be safe.
- My preference is that the development does not take access at all from Ivy or Glacier, and that all access comes from Mt. Vernon.
- That being said, if access is necessary, I think the Ivy access makes more sense. The increased number of turning movements (as opposed to access from Glacier), and the short distance between the turning movements, should keep the speeds down, and may even encourage people to use Mt. Vernon (A major Collector). It also appears that access from the end of Glacier would most likely cause a significant amount of environmental damage to the wetlands below which I oppose.
- I would like to see as many trees saved as possible.

Please add me to your mailing/contact list.

Regards,

Teri Higgins, P.E.
896 S. 56th St
Springfield, OR 97478



5729 Main Street
Springfield Oregon 97478
541-744-2515
641-744-2516 (FAX)



Fax

To: MARK METZGER SENIOR PLANNER From: BONNIE J GILHAM
Fax: 541-726-3689 Phone: 541 520 0605
Phone: 541-726-3775 Pages (Not Including This Page): 2

Urgent For Review Please Comment Please Reply Please Recycle

• Comments:

This FAX is input from a homeowner regarding using Ivy St off of ^{South} 55th Pl as an exit for 25 new homes. Record No TYP214-00004 Appl from Hayden Homes.

7 April 2014

City of Springfield
Development and Public Works
Community Development
Attn: Mark Metzger, Senior Planner
225 Fifth St.
Springfield, OR 97477

Dear Mr. Metzger;

RE: Record No. TYP214-00004

Subject: Negative Impact of Using Ivy St as the Exit

First, I would like you to know how much I appreciate your willingness to come together with the current homeowners on S. 55th Pl & ^{on} Ivy St to hear our concerns & provide information pertinent to the development of 25 homes directly across from my home (at 907 S. 55th Place) using Ivy St. as the main exit from this ^{end of the} new development appears, to us at least, to be the worst possible choice due to the snarled traffic it would cause. It would ^{add} 40-50 cars traveling on 55th S. at least 3-4 times a day coming and going. I request that a Traffic Impact Analysis be done to confirm this is a poor choice which should not be allowed. Using Ivy St as the exit was refused when the previous owners of that land tried to do it and Glacier was then & still is the obvious alternative. I have to wonder if the developer is just trying to save money.

I am thankful that we have your office to turn to in this situation where neither the new homeowners nor the present homeowners would be well served. As was mentioned at the meeting the turn from Glacier onto S. 55th Pl is a blind corner, too, which adds a safety issue. Isn't it possible to curve at least part of a new section of Glacier away from the steep hill or would that eat into the developers' land for houses too much? Again, the issue of is it just the money comes up. I understand that the developers are in business to make money as they should be. I just don't believe their way of doing it in this project is right.

Another item that was brought up at the meeting was a concern for the wetlands that could be affected by this development. I request that a Cost Benefit Analysis be done to ensure the wetlands are protected.

I know that you are "doing your job" by helping us and the developers to understand both sides of this issue, but, it is the way you are doing it (like the meeting with us) that I want to commend. Thank you, and thank you for considering my input.

Sincerely,

Bonnie J. Billman

907 S. 55th Place

Phone (541) 746-7991 (Home)

(541) 520-0605 (Cell)



*** RX REPORT ***

RECEPTION OK

TX/RX NO	7237	
CONNECTION TEL		541 7442516
CONNECTION ID		
ST. TIME	04/07 11:35	
USAGE T	01'39	
PGS.	3	
RESULT	OK	

April 3, 2014

Mark Metzger
City of Springfield
Development and Public Works Dept.
225 5th St
Springfield OR 97477

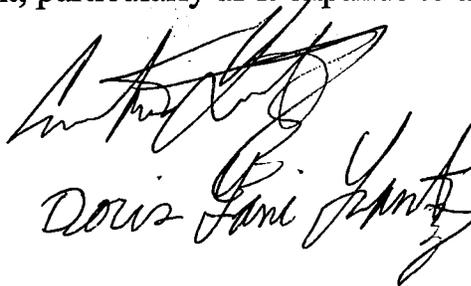
Re: Notice of Pending Subdivision
Record #: TYP214-00004
Applicant: Hayden Homes

Comments regarding the Public Notice dated March 26, 2014:

1. The 225' BPA easement on the east side of the proposed development puts the homeowners most concerned with the development almost out of range for the required 300' public notice. That is an injustice to the affected neighbors to the development and a serious flaw in the department's regulations. The easement should not have been included in the determination of the 300' public notice. Therefore affected neighbors were not given adequate notice.
2. The development uses Ivy Street as the primary access to the development for the first phase of 25 lots. In my opinion that is an unsafe and inadequate neighborhood route for a 25 lot development.
3. The original "safe" plan for the development included an extension of Glacier to provide access to the new development that would not endanger the children on existing Ivy and 55th Place.

Please reconsider the proposed development on the basis of neighborhood safety and the earlier proposed development plans which provided a more direct access to the development, particularly as it expands to a 65 lot development.

Respectfully submitted,
Curt and Doris Lantz
967 South 55th Place
Springfield OR 97478
541-636-3528
Curtlantz21@gmail.com



The image shows two handwritten signatures in black ink. The top signature is for Curt Lantz and the bottom signature is for Doris Lantz. Both signatures are written in a cursive, flowing style.



From: Keller, Brian M
To: METZGER Michael
Cc: brian.keller@hotmail.com
Subject: Planned subdivision off Old Jasper Rd. Record #TYP214-00004
Date: Tuesday, April 08, 2014 8:11:12 AM

Hello Mr. Metzger,

I'm writing to you because a neighbor of mine came to me last night with a plan for a proposed subdivision that's only entrance would be a street running through our neighborhood. I live on S 56th. My understanding is the only entrance to Hayden Homes planned subdivision would be through Ivy street off of S. 55th place. This would cause a huge increase in traffic running through our currently quite neighborhood and could cause traffic delays. Why isn't an entrance off of Old Jasper/Mt. Vernon Rd. being proposed or used? This would avoid the congestion that would be caused using the Ivy St. entrance using a main through way that is already in place.

My other concern is why was this only brought up to the homes that are on Ivy street instead of the entire neighborhood. This will affect all of us. The increased traffic will be a hazard to the children of the neighborhood as well as causing unnecessary delays in my opinion.

I look forward to your response.

Sincerely,

Brian Keiler
Supervisor, First Mortgage Operations
Pentagon Federal Credit Union
400 Country Club Rd. Eugene, OR 97401
MLO# 417993
Phone: 1-800-970-7766 x7323
Fax: 703-633-7068

*Email transmitted across the Internet is normally not protected and may be intercepted and viewed by others. Therefore, you should refrain from sending any confidential or private information via unsecured email to PenFed. We will not ask you to send confidential information to us via email, such as your logon ID, password, account numbers, or Social Security number. We prohibit our employees from sending confidential information to you via email **that is not encrypted**. The recommended document submission method is FAX; a **partial** list of **generic** fax numbers can be **found here**.*



4/8

RE: TYP214-00004

Mr. Mark Metzger:

Yesterday a neighbor gave me a copy of the "300-foot Public Notice" regarding the proposed subdivision referenced in the above notice. I live at 5576 Glacier Drive which isn't within 300 feet of the proposed tract housing but we will most certainly be affected by the 60-plus Hayden Homes tract houses that are being built. I say "are being built" because I have no doubt the application will be approved and they will be built; my issue is with the proposed access to the houses.

Any traffic to the new houses from the Thurston area via Ivy Street has to come up Glacier Drive, changing it from a low-to-moderate to a high-traffic situation and there's already more vehicles on this street than one would expect and in a snow/ice situation like we had last Winter, the Glacier Hill becomes almost impassable for many vehicles. I would like to see the Ivy access to the tract housing not put through. From what I can tell from the map on the notice it looks like there's already enough egress points for the subdivision. I assume a lot of the heavy construction traffic (cement trucks and the like) will use Glacier Drive/ & Ivy Street for construction material delivery, which will likely ruin Glacier and it's in reasonably good shape at this time.

This is probably beside the point but I think that a LOT more of us in the neighborhood should have gotten the pending notice, even though we may not be within 300 feet of Hayden's development. I believe the houses are not high-end dwellings so that factor, and the increased traffic and noise, and decreased property values that will result, certainly should have been taken into account and we should have been notified.

Please consider NOT putting Ivy Street through to this subdivision.

Thanks....
Donald W. Kindt
5576 Glacier Dr
Springfield OR



4/6/14

Tammara A. Coleman
Mark S. Sandefur
820 S. 55th Place
Springfield, OR 97487
tammaracoleman@gmail.com
coleman_t@4j.lane.edu
541-736-1337

Mr. Mark Metzger
City of Springfield
Development and Public Works Department
mmetzger@springfield-or.gov
541-726-3775

RE: Hayden Homes proposed Laurelwood Subdivision

Dear Mr. Metzger,

Thank you for spending the time to come to the South 55th Place neighborhood meeting to discuss the proposed Laurelwood Subdivision that will be built in the future. Unfortunately, all of our neighborhood hasn't been informed and wasn't invited to this meeting. The organizers from South 55th Place represent only a small fraction of the Royal Ridge Subdivision. I am shocked because I know the City of Springfield always wants to hear from all vested parties. **In response to this omission, I'm asking that you postpone the original April 9th, 2014 response date, so everyone in Royal Ridge can be informed and have a chance to respond to the proposed increase in traffic and changes that will bring.**

We would also like to request a traffic study done to address the added traffic within an established small neighborhood. As expressed at the meeting, we have grave concerns about added traffic coming up the hill, as well as, traffic gaining access to 57th with only a stop sign to control traffic. In addition, that stop sign at 57th and Glacier is a bus stop where small children are three times a day.

In light of the Washington State landslide, we have urgent concerns about the rest of neighbors on South 55th Place pushing for Glacier to be extended exposing our property and the neighbors below to instability. We live on that hill that those neighbors minimize and fight the steepness and erosion on our own property. **We support Hayden Holmes refusal to extend Glacier.** We also advocate that Hayden Holmes **NOT be granted access through Royal Ridge Subdivision because of blind curves at the corner of Glacier & S. 55th Place and S. 55th Place and Ivy roads, insufficient sight distance, and sun glare** that make driving difficult with the current neighborhood load.

Also, I'd like to respond to the assertion that Hayden Holmes needs **two means of access and egress** fueling the push for them to use Royal Ridge Subdivision as a thoroughfare. We spoke with neighbors on S 56th Place to learn that they had argued that point when the new homes went at the end of S 56th Place to be told by the city that **two means of access and egress** was not required by city code. That is not what you told us in the meeting last week. We have looked at the map for the proposed Laurelwood subdivision and after driving around Springfield and looking at several newer subdivisions, we think we have an idea that would make all vested parties happy. Laurelwood doesn't need to come out IVY Street or GLACIER. As several other housing developments have done, they could add a loop (See on attached map) through one of the 44,43,42,41, or 40 as EXIT #2 to Mt. Vernon Cemetery Road. Hayden Holmes would lose 1 property, but gain neighborhood support. This should not be a problem because annexation is almost done and the only reason Hayden Holmes was pushing to gain access/egress through IVY Road was because Mt. Vernon wasn't annexed yet. My suspicion is that Hayden Homes is forcing this issue before annexation is complete because they want BIG MACHINES to move onto their property NOW to begin construction.

At the meeting last week, unfortunately a couple of the South 55th Place people kept interrupting you and didn't allow many of us to get our questions answered. **If needed, would you be willing to meet with the entire Royal Ridge Subdivision to answer everyone's questions and gain feedback?**

Thank you for your time,

Tammara A. Coleman
Mark S. Sandefur
541-736-1337

City of Springfield
Development and Public Works Dept.
225 Fifth Street
Springfield, Oregon 97477

April 5, 2014

Attention: Mark Metzger
Regarding: Record Number TYP214 – 00004
Applicant: Hayden Homes/ Laurelwood

Response to letter dated 3-26-2014 and meeting held with community members on April 3, 2014.
Issue Raised: (blind corners) sight distance at corner of Glacier and S.55th Place and S. 55th Place as you turn onto Ivy Street and/or turning left from Ivy onto S. 55th Place. Many of the residence have come face to face with traffic already at these corners.
Problems with traffic emerging from Glacier onto 58th are held up with traffic on 58th as they are backed up by the four way stop lights.

Request that Glacier be taken through to access Laurelwood community.
Request that construction vehicles and equipment use Mt. Vernon during construction.

Would like Hayden Homes and/or City of Springfield to address the water drainage problem, and water pressure (already a problem on S. 55th Place).

Note: This concerns/effects all residents on S. 55th Place...each home should be contacted for further meeting times and places.

Thank You,
Wallace & Shirley Reade
975 S. 55th Place, Springfield, OR 97478
541-337-6270
shirleyreade@comcast.net

From: Teri H
To: METZGER Michael
Subject: Fwd: Laurelwood Subdivision
Date: Tuesday, April 08, 2014 2:19:21 PM

Subject: Laurelwood Subdivision

Mark –

Thanks for chatting with me. As I mentioned, my concerns are:

- Insuring that construction access is taken from Mt Vernon Road, and not through the neighborhood. There are quite a few kids running around and with all the turning movements to get to Ivy it just wouldn't be safe.
- My preference is that the development does not take access at all from Ivy or Glacier, and that all access comes from Mt. Vernon.
- That being said, if access is necessary, I think the Ivy access makes more sense. The increased number of turning movements (as opposed to access from Glacier), and the short distance between the turning movements, should keep the speeds down, and may even encourage people to use Mt. Vernon (A major Collector). It also appears that access from the end of Glacier would most likely cause a significant amount of environmental damage to the wetlands below which I oppose.
- I would like to see as many trees saved as possible.

Please add me to your mailing/contact list.

Regards,

Teri Higgins, P.E.
896 S. 56th St
Springfield, OR 97478

From: Tammy Coleman
To: METZGER Michael
Subject: Laurelwood Subdivision: POSTPONE FEEDBACK DEADLINE April 9th, 2014
Date: Sunday, April 06, 2014 8:55:45 PM
Importance: High

4/6/14

Tammara A. Coleman
Mark S. Sandefur
820 S. 55th Place
Springfield, OR 97487
tammaracoleman@gmail.com
coleman_t@4j.lane.edu
541-736-1337

Mr. Mark Metzger
City of Springfield
Development and Public Works Department
mmetzger@springfield-or.gov
541-726-3775

RE: Hayden Homes proposed Laurelwood Subdivision

Dear Mr. Metzger,

Thank you for spending the time to come to the South 55th Place neighborhood meeting to discuss the proposed Laurelwood Subdivision that will be built in the future. Unfortunately, all of our neighborhood hasn't been informed and wasn't invited to this meeting. The organizers from South 55th Place represent only a small fraction of the Royal Ridge Subdivision. May I ask why all of us weren't included in the mailing? I am shocked because I know the City of Springfield always wants to hear from all vested parties. **In response to this omission, I'm asking that you postpone the original April 9th, 2014 response date, so everyone in Royal Ridge can be informed and have a chance to respond to the proposed increase in traffic and changes that will bring.**

We would also like to request a traffic study done to address the added traffic within an established small neighborhood. As expressed at the meeting, we have grave concerns about added traffic coming up the hill, as well as, traffic gaining access to 57th with only a stop sign to control traffic. In addition, that stop sign at 57th and Glacier is a bus stop where small children are three times a day.

In light of the Washington State landslide, we have urgent concerns about the rest of neighbors on South 55th Place pushing for Glacier to be extended exposing our property and the neighbors below to instability. We live on that hill that those neighbors minimize and fight the steepness and erosion on our own property. We support Hayden Holmes refusal to extend Glacier.

We have looked at the map for the proposed Laurelwood subdivision and after driving around Springfield and looking at several newer subdivisions, we think we have an idea that would make all vested parties happy. Laurelwood doesn't need to come out IVY Street or GLACIER. As several other housing developments have done, they could add a loop (See on attached map) through one of the 44,43,42,41, or 40 as EXIT #2 to Mt. Vernon Cemetery Road. Hayden Holmes would lose 1 property, but gain neighborhood support. This should not be a problem because annexation is almost done and the only reason Hayden Holmes was pushing to gain access/egress through IVY Road was because Mt. Vernon wasn't annexed yet.

At the meeting last week, unfortunately a couple of the South 55th Place people kept interrupting you and didn't allow many of us to get our questions answered. If needed, would you be willing to meet with the entire Royal Ridge Subdivision to answer everyone's questions and gain feedback?

Thank you for your time,

Tammara A. Coleman
Mark S. Sandefur
541-736-1337

From: Thomas Schulke
To: METZGER Michael
Subject: Subdivision Application Laurelwood Phase 1 (Comments)
Date: Thursday, April 03, 2014 8:49:36 PM

RE: Record Number TYP214-00004

Mr. Metzger, I own a single family residence at 850 S 55th Place. The house is currently a rental property.

I would like to make objections to the proposed development as revealed in the 300 foot public notice statement. My property appears to be less than 300 feet from the northern border of the proposed development.

The primary concern I have is the dramatic change in traffic and how that will affect livability, safety, property values, and rental values if the traffic plan uses Ivy St as the main through access to the subdivision from the northeast. S 55th Pl is currently a no through traffic road. The streets are certainly not configured to handle the almost certain large traffic flow if the plans are completed as proposed. This is especially true given existing on street parking. This proposal will significantly negatively alter the character of the existing neighborhood and essentially make S 55th Pl. into a throughway to the subdivision.

If the City is considering the proposal seriously, may I suggest another main access point from the north such as extending Glacier St or coming off Booth Kelly Rd. This would still alter significantly the current situation but would partially mitigate the significant problems that would almost certainly arise due to the current proposal.

Thank you for allowing this input,

Tom Schulke
36333 Peel Ln
Springfield Or 97478
541-954-2968



From: Tammy Coleman
To: METZGER Michael
Subject: Postpone April 9th Deadline for Laurelwood Feedback
Date: Tuesday, April 08, 2014 9:55:47 AM
Attachments: Laurelwood Division Letter.pdf
Importance: High

Good morning Mr. Metzger,

We got out and spoke with every neighbor in Royal Ridge Subdivision and the feedback was overwhelming. Neighbors would like to meet with you to voice concerns and ask questions. Also, we have input on blocking Hayden Homes from using Royal Ridge as a thoroughfare that includes blind curves at the corner of Glacier & South 55th Place and South 55th Place & Ivy Roads, insufficient sight distance, and sun glare. With annexation being so close, our subdivision feel it is fair to ask Hayden Homes to make both access roads off Mt. Vernon Cemetery Road. We'd love to get together and show you our counter proposal.

Attached is my entire letter of concerns. I have mailed you a copy as well.

Have a great day,

Tammara A. Coleman
Mark S. Sandefur 541-510-4877
541-736-1336

From: Rob Gilliam
To: METZGER Michael
Subject: Tentative Laurelwood Subdivision Plan
Date: Wednesday, April 09, 2014 2:47:52 PM

Mr. Metzger,

I just wanted to express some concern about the Laurelwood Subdivision Plan. Currently as drawn, it shows that an additional 25-40 homes will be accessed from Glacier Drive. This segment of Glacier Drive is VERY narrow. Currently, it is nearly impossible to pass traffic going in the opposite direction when there are cars parked along both sides of the road. Additionally, there are no stop signs at the junction of South 56th or South 55th and Glacier. The steepness of Glacier makes it difficult to spot oncoming cross traffic as you leave South 56th to turn on to Glacier, and increased traffic will make it worse. I have two young drivers in my house and I would appreciate the prudence of delaying the subdivision until the property has access from a less populated residential street like Mount Vernon Road. I understand that the process is already underway to be annexed so that this would be possible. I very much would appreciate your concern for the families that live in this neighborhood and delay the start of property improvement until annexation is complete and the access can be granted from Mount Vernon Road.

Robert Gilliam
949 S 56th ST
Springfield
541-543-3420



METZGER Mark

From: METZGER Mark
Sent: Tuesday, April 08, 2014 3:37 PM
To: WOODROW Marilee (Springfield Councilor)
Subject: RE: Laurel-wood Subdivision
Attachments: Woodrow Memorandum.docx

It helps to attach the attachment...

From: WOODROW Marilee (Springfield Councilor)
Sent: Tuesday, April 08, 2014 11:59 AM
To: DONOVAN James
Cc: METZGER Mark; BARNETT Brian; LIEBLER Michael
Subject: Re: Laurel-wood Subdivision

That sounds good to me.

I have a fairly open schedule this current couple weeks. If there are a couple options the 3 of you find open, I can probably schedule one.

Actually, I am supposed to meet with Michael on (this)Thursday morning. Maybe there is a time on either side of that meeting?

Thanks!

Marilee

Marilee Woodrow
Springfield City Councilor, Ward 5
mwoodrow@springfield-or.gov
541-988-0955

Messages to and from this e-mail address may be subject to disclosure under Oregon Public Records Law.

On Apr 8, 2014, at 9:38 AM, "DONOVAN James" <jdonovan@springfield-or.gov> wrote:

Good Morning Councilor Marilee!

I think we should set something up asap with Mr. Mark Metzger who is the planner on the project and involve the Transportation folks since the concern seems to be a question of traffic safety.

We will get you up to speed asap, and please excuse the bad pun!

Thanks for your wisdom and reason last night too! My personal feelings are that no one knows what the future holds but we can all move forward together!

Regards,

JD

From: WOODROW Marilee (Springfield Councilor)
Sent: Tuesday, April 08, 2014 8:00 AM
To: DONOVAN James
Subject: Fwd: Laurel-wood Subdivision

Hi Jim,

First, thank you for all your input at last night's meeting.

Now to the matter at hand, I received the email below regarding Laurel-Wood subdivision. Can we meet so I can obtain more in-depth information about this?

Thanks!

Marilee

Marilee Woodrow
Springfield City Councilor; Ward 5
mwoodrow@springfield-or.gov
541-988-0955

Messages to and from this e-mail address may be subject to disclosure under Oregon Public Records Law.

Begin forwarded message:

From: Mark Sandefur <mark.s.sandefur@gmail.com>
Date: April 7, 2014 at 8:28:20 PM PDT
To: "WOODROW Marilee (Springfield Councilor)" <mwoodrow@springfield-or.gov>
Subject: Laurel-wood Subdivision

Ms. Woodrow,

I live in the Royal Ridge Subdivision (820 S. 55th PL) and the City Development & Planning Division has notified us that the "Tentative" plans for the Laurel-Wood Subdivision are being processed. As a home owner I understand the need to build new homes. I look forward to the growth that this means for Springfield. However, the proposed access to this new subdivision through Glacier Drive & S. 55th PL give me tremendous concerns. Glacier Drive and S. 55th PL sits on the slope of a hill which is both a blind corner and has limited sight distance. Both dangers (Limited Sight distance & Blind curve) also have a disadvantage the for a good portion of the year the sun will blind the drivers coming up the hill on Glacier (Glacier is an East / West Road).

There are approximately 10 Families with school age children that this new development will impact by having the traffic on Glacier Dr & S. 55th PL.

I know that the residents of Royal Ridge want to speak to you about this and I would like to help set up a meeting

--

Mark S. Sandefur
(541)-510-4877

METZGER Mark

From: Tammy Coleman <coleman_t@4j.lane.edu>
Sent: Friday, April 04, 2014 8:21 AM
To: METZGER Mark
Cc: firemonkey4@msn.com
Subject: New Housing Development

Importance: High

Good morning Mr. Metzger,

First of all I wanted to thank you for your time last night. I wanted to apologize for the rude people from South 55th Place. Others, myself included, would of liked to ask you questions and are still unclear on some issues. I don't feel that last nights meetings was a fair representation of all parties that will be effected by the upcoming changes. The people from South 55th Place only invited whom shared their interests. What the South 55th Place neighbors never considered were all of us living on Glacier. I live at the corner of 55th place and Glacier and already our son is unable to safely play outside because of the traffic from all of them zooming around the corner. I think it is fair to allow us extra time to contact the neighbors on Glacier that will be effected so they know of the upcoming changes and have a chance to voice their concerns as well. Because non of us were notified (via email, mail, or 55th place neighbors), I don't believe it is in the city's best interest to only collect the minorities view. I'd also like for all of us to be included in the upcoming City Planning and Developer meetings, mailings, or emails concerning the proposed development. I'll be preparing a letter for all my neighbors with your contact information. What is the mailing address that people can mail letters of feedback to you?

I do have a favor to ask you. I'm asking that you postpone the April 9th neighborhood response for at least another week. Because non of us were included in the mailing or discussions last night, I believe it's fair to allow us extra time so all voices are heard. I appreciate that you have a difficult job and that change isn't always welcome.

Thank you for your consideration,

Tammara Coleman
coleman_t@4j.lane.edu
Essential Skills Coordinator/Math Title teacher
Willagillespie Community School

"Tell me and I forget. Teach me and I remember. Involve me and I learn." - Benjamin Franklin

BARBARA K. PARMENTER
5409 IVY STREET
SPRINGFIELD, OREGON 97478
Telephone No. (541) 937-1234
Fax No. (541) 746-1461
e-mail: bobbillc@comcast.net

April 6, 2014

Mark Metzger
City of Springfield
Development and Public Works Department
225 Fifth Street
Springfield, Oregon 97477

Re: Reply to Pending Laurelwood-Phase I Subdivision

Dear Mark Metzger,

Enclosed is a copy of the easement running from the end of Ivy Street to the Parmenter Living Trust's, and other entities, property where I reside at 5409 Ivy Street. This is not a public easement. The development plan for Laurelwood Subdivision has Ivy Street extending over the trust's easement for public use. I believe the City of Springfield should require the easement issue be resolved before the preliminary plan is approved.

I could not find any CC&R's for the Laurelwood Development on the internet. Does the City have a preliminary set of CC7R's for the development?

In addition the sewer and water lines serving the home where I reside are connected to the city lines at the end of Ivy Street. What provisions will be made to assure services are continued and the owner's do not have to pay reconnections fees or that their services will not be interrupted?

The 5409 Ivy Street storm sewer drainage lines are not connected to a public improvement system. How will storm service be provided to the existing 5409 residence?

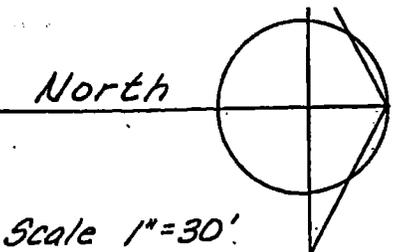
The power line coming in from Ivy Street to the 5409 Ivy Street home and property is within the designated road extension. What provisions will be made to connect the existing 5409 Ivy Street residence to the electric, telephone, and cable services.

Your kind attention to these requests would be greatly appreciated.

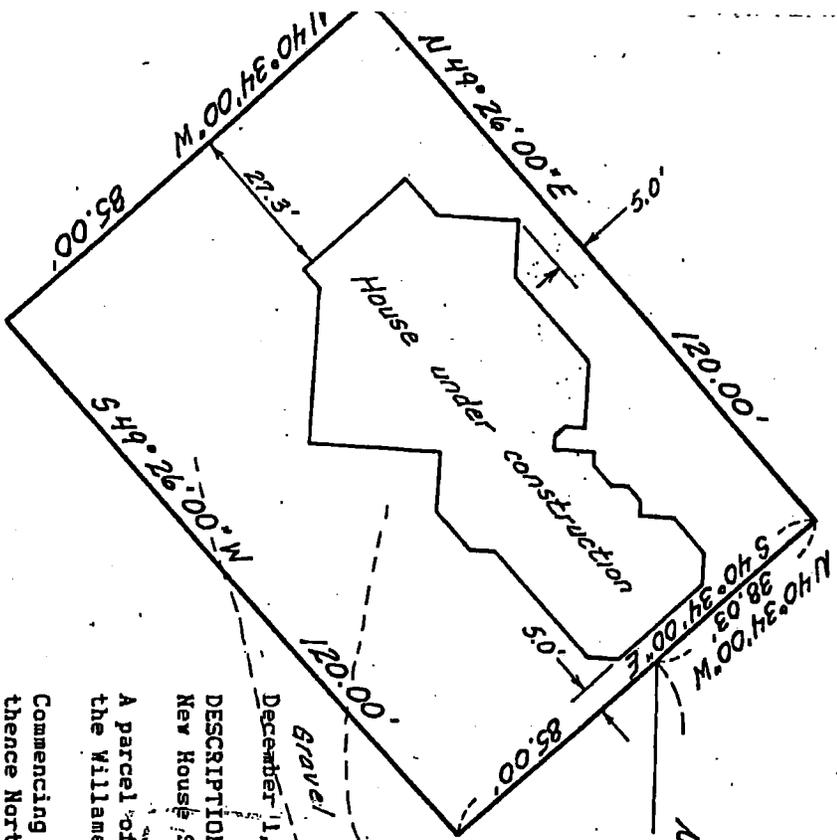
Sincerely,

Barbara K. Parmenter
Trustee, Management Agent

Cc: file



**REGISTERED
PROFESSIONAL
LAND SURVEYOR**
 DONNE E. STEMM
 JULY 9, 1985
 715
 OREGON
 Exp. 12/31/

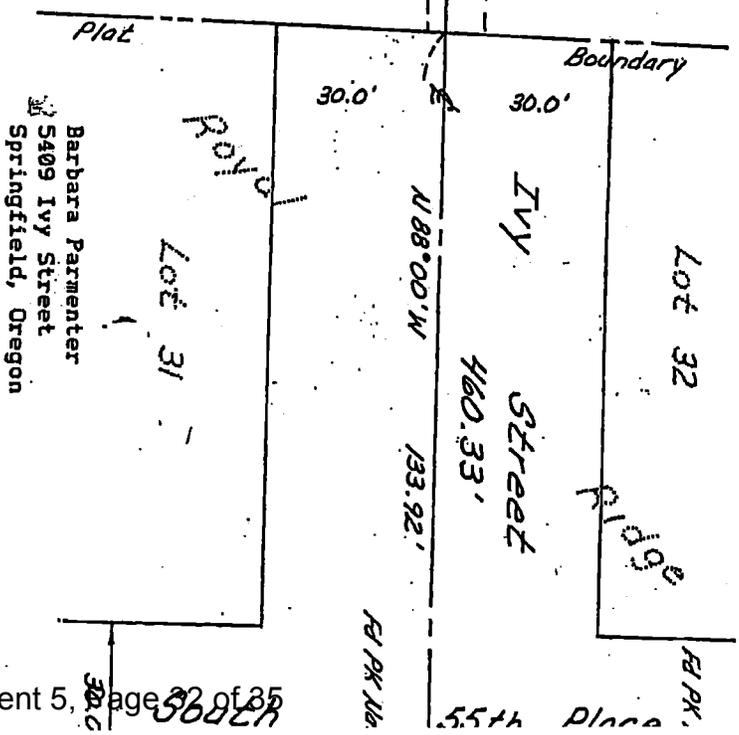


DESCRIPTION FOR BARBARA PARMENTER
 New House Site (Revised)
 December 1, 1994

A parcel of land lying in the Northeast 1/4 of Section 4, Township 18 South, Range 2 West of the Willamette Meridian, and being further described as follows:

Commencing at the intersection of South 55th Place with the centerline of Ivy Street, and run thence North 88°00' West along the centerline of said Ivy Street and its westerly extension, 460.33 feet; thence North 40°34'00" West, 38.03 feet to the Point of Beginning of the parcel herein described; from the Point of Beginning run thence South 40°34'00" East, 85.00 feet; thence South 49°26'00" West, 120.00 feet; thence North 40°34'00" West, 85.00 feet; thence North 49°26'00" East, 120.00 feet to the Point of beginning, in Springfield, Lane County, Oregon.

I, Donn E. Stemm, Registered Professional Land Surveyor, certify that I have inspected the above described property and I find no part of any building encroached on adjacent property, nor does any building on adjacent property encroach on the above property, except as shown. This does not constitute a boundary survey and is subject to any inaccuracies that a subsequent boundary survey may disclose.



5034853582

SCHAUDT STEMM WILD

506 P03

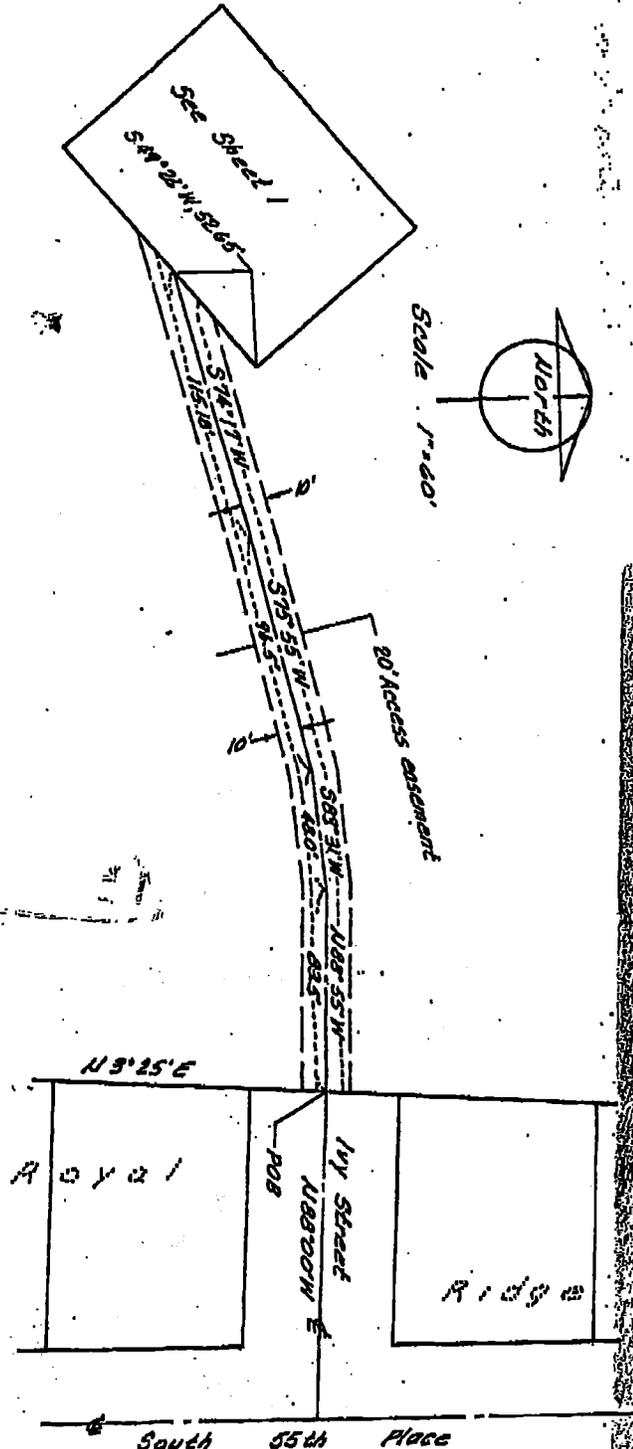
JAN 31 '95 16:15

9507275

January 27, 1995
Barbara Parrenter
5409 Ivy Street
Springfield, Oregon

Description Access Easement

A easement 20 feet in width for access purposes and lying 10 feet left and right of the following described centerline: Beginning at the intersection of the centerline of Ivy Street (60. feet wide) with the west boundary of Royal Ridge, as platted and recorded in File 73, Slides 225 and 226, Lane County Oregon Plat Records, and run thence along the center of an existing gravel drive as follows: North 88°55' West, 83.5 feet; South 83°31' West, 48.0 feet, South 75°55' West, 96.5 feet; and South 74°17' West 115.18 feet to the Point of Termination, in Springfield, Lane County, Oregon.
The north and south lines of the easement herein described terminate at a point bearing North 49°26' East, 23.80 feet and South 49°26' West, 23.80 feet, respectively, from the above described point of Termination.



REGISTERED
PROFESSIONAL
LAND SURVEYOR
DONNE E. STEMM
OREGON
MAY 9, 1985
715
Exp. 2-24-96

Date 4/4/14

My name is BONNIE J GILLHAM
Address 907 S. 55th PL
SPRINGFIELD, OR 97478

I don't understand why Dwy is being considered ^{again} as the exit from the 65 new houses that are to be built directly across from my house at 907 S 55th Place. It looks to me like that would be the worst place to have the exit because of how much that would snarl up traffic trying to get to work in the morning. Glacier would be more of a straight shot out and Daisy would be ~~an excellent place to have a light signal~~ ^{as an exit} ~~to have a light signal~~ ^{since a light signal would put traffic} to exit onto Bob Strain Parkway. Are the developers just trying to save money by using Dwy. If that is true I'm glad we have people at your ~~house~~ ^{office} who can prevent that sort of thing ~~from happening again~~ ^{as that is} the best interest of the new home owners who will be coming in as well as those of us who are already here. This was denied the first time it was tried ^{by the previous owner} and I sincerely hope it will be denied again. Thank you for considering my input.

Signed B J Gillham

METZGER Mark

From: Barabara Oppliger <bbopp2@gmail.com>
Sent: Wednesday, May 21, 2014 12:00 PM
To: METZGER Mark
Subject: Laurelwood subdivision
Attachments: 2014 Hayden proposal.odt; ATT00001.txt

I did receive the notice of decision today and have read through it. I did notice my letter was not answered so I will attach it again. All of my questions were answered but one.

Drainage: Will the swales and the new water run-off system address the drainage problems we have at the south end of S. 55th Place? Will the swales be placed in the BAP right-of-way?

If so, who will be responsible for keeping the blackberry and other noxious weeds down?

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



**Land Division Tentative Plan
 Partition, Subdivision**

Application Type		<i>(Applicant: check one)</i>	
Partition Tentative Pre-Submittal:	<input type="checkbox"/>	Subdivision Tentative Pre-Submittal:	<input checked="" type="checkbox"/>
Partition Tentative Submittal:	<input type="checkbox"/>	Subdivision Tentative Submittal:	<input checked="" type="checkbox"/>
Required Project Information		<i>(Applicant: complete this section)</i>	
Applicant Name: Jesse Lovrien		Phone: (503) 888-0985	
Company: Hayden Homes LLC		Fax:	
Address: 2464 SW Glacier Place, Suite 110 Redmond, OR 97756			
Applicant's Rep.: Michael Cerbone		Phone: (503) 419-2500	
Company: Cardno		Fax:	
Address: 5415 SW Westgate Drive, Suite 100 Portland, OR 97221			
Property Owner: same as applicant		Phone:	
Company:		Fax:	
Address:			
ASSESSOR'S MAP NO: 18020400		TAX LOT NO(S): 313	
Property Address:			
Size of Property: 26.2		Acres <input checked="" type="checkbox"/> Square Feet <input type="checkbox"/>	
Proposed Name of Subdivision: Wild Goose Landing			
Description of Proposal: If you are filling in this form by hand, please attach your proposal description to this application. Proposed residential subdivision			
Existing Use: Vacant			
# of Lots/Parcels: ^{Phase 1} 27 lots		Avg. Lot/Parcel Size: 7,146 sf	
		Density: 6.1 du/acre	
Signatures: Please sign and print your name and date in the appropriate box on the next page.			
Required Project Information		<i>(City Intake Staff: complete this section)</i>	
Associated Applications:		Signs:	
Pre-Sub Case No.:		Date:	
		Reviewed by:	
Case No.:		Date:	
		Reviewed by:	
Application Fee: \$		Technical Fee: \$	
		Postage Fee: \$	
TOTAL FEES: \$		PROJECT NUMBER:	

Owner Signatures

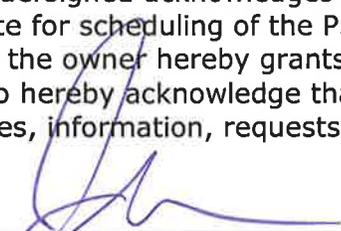
This application form is used for both the required pre-submittal meeting and subsequent complete application submittal. Owner signatures are required at both stages in the application process.

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:



Signature **Date:** 1/2/14

JESSE LAVIN

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:



Signature **Date:** 1-16-14

Michael Carlson

Print

Land Division Tentative Application Process

1. Applicant Submits a Land Division Tentative Application for Pre-Submittal

- The application must conform to the *Land Division Tentative Submittal Requirements Checklist* on pages 4-6 of this application packet.
- A pre-submittal meeting to discuss completeness is mandatory, and pre-submittal meetings are conducted every Tuesday and Friday, from 10:00 am - noon.
- Planning Division staff strives to conduct pre-submittal meetings within five to seven working days of receiving an application.

2. Applicant and the City Conduct the Pre-Submittal Meeting

- The applicant, owner, and design team are strongly encouraged to attend the pre-submittal meeting.
- The meeting is held with representatives from Public Works Engineering and Transportation, Community Services (Building), Fire Marshall's office, and the Planning Division and is scheduled for 30 to 60 minutes.
- The Planner provides the applicant with a Pre-Submittal Checklist specifying the items required to make the application complete if it is not already complete, and the applicant has 180 days submit a complete application to the City.

3. Applicant Submits a Complete Application, City Staff Review the Application and Issue a Decision

- A complete application must conform to the *Land Division Tentative Submittal Requirements Checklist* on pages 4-6 of this application packet.
- A Type II decision, made after public notice, but without a public hearing, unless appealed, is issued within 120 days of submittal of a complete application.
- Mailed notice is provided to property owners and occupants within 300 feet of the property being reviewed and to any applicable neighborhood association. In addition, the applicant must post one sign, provided by the City, on the subject property.
- There is a 14-day public comment period, starting on the date notice is mailed.
- Applications are distributed to the Development Review Committee, and their comments are incorporated into a decision that addresses all applicable approval criteria and/or development standards, as well as any written comments from those given notice.
- Applications may be approved, approved with conditions, or denied.
- At the applicant's request, the Planner can provide a copy of the draft land use decision prior to issuing the final land use decision.
- The City mails the applicant and any party of standing a copy of the decision, which is effective on the day it is mailed.
- The decision issued is the final decision of the City but may be appealed within 15 calendar days to the Planning Commission or Hearings Official.

Land Division Tentative Submittal Requirements Checklist

NOTE:

- ALL of the following items MUST be submitted for BOTH Pre-Submittal and Submittal.
- If you feel an item on the list below does not apply to your specific application, please state the reason why and attach the explanation to this form.

- Application Fee** – refer to the *Development Code Fee Schedule* for the appropriate fee calculation formula. A copy of the fee schedule is available at the Development Services Department. Any applicable application, technology, and postage fees are collected at the pre-submittal and submittal stages.
- Land Division Tentative Application Form**
- Narrative** explaining the purpose of the proposed development, the existing use of the property, and any additional information that may have a bearing in determining the action to be taken.
- Copy of the Deed**
- Copy of a Preliminary Title Report** issued within the past 30 days documenting ownership and listing all encumbrances.
- Copy of the Land Division Plan Reduced to 8½" x 11"**, which will be mailed as part of the required neighboring property notification packet.
- Right-of-Way Approach Permit Application** provided where the property has frontage on an Oregon Department of Transportation (ODOT) facility.
- Three (3) Copies of the Stormwater Management System Study with Completed Stormwater Scoping Sheet Attached** - The plan, supporting calculations, and documentation must be consistent with the Engineering Design Standards and Procedures Manual.
- Three (3) Copies of the Traffic Impact Study** prepared by a Traffic Engineer in accordance with SDC 4.2-105 A.4. Traffic Impact Studies (TIS) allow the City to analyze and evaluate the traffic impacts and mitigation of a development on the City's transportation system. In general, a TIS must explain how the traffic from a given development affects the transportation system in terms of safety, traffic operations, access and mobility, and immediate and adjoining street systems. A TIS must also address, if needed, City, metro plan and state land use and transportation policies and objectives.
- Four (4) Copies of the Following Plan Sets for Pre-Submittal OR Three (3) Copies of the Following Plan Sets:**
 - All of the following plans must include the scale appropriate to the area involved and sufficient to show detail of the plan and related data, north arrow, and date of preparation.
 - All plan sets must be folded to 8½" by 11" and bound by rubber bands.
- a. Site Assessment of Existing Conditions**
 - Prepared by an Oregon licensed Landscape Architect or Engineer
 - Vicinity Map

- The name, location, and dimensions of all existing site features including buildings, curb cuts, trees, and impervious surface areas, clearly indicating what is remaining and what is being removed. For existing structures to remain, also indicate present use and required setbacks from proposed property lines.
- The name, location, dimensions, direction of flow and top of bank of all watercourses and required riparian setback that are shown on the Water Quality Limited Watercourse Map on file in the Development Services Department
- The 100-year floodplain and floodway boundaries on the site, as specified in the latest adopted FEMA Flood Insurance Rate Maps or FEMA approved Letter of Map Amendment or Letter of Map Revision
- The Time of Travel Zones, as specified in SDC 3.3-200 and delineated on the Wellhead Protection Areas Map on file in the Development Services Department
- Physical features including, but not limited to trees 5" in diameter or greater when measured 4 ½ feet above the ground, significant clusters of trees and shrubs, riparian areas, wetlands and rock outcroppings
- Soil types and water table information as mapped and specified in the Soils Survey of Lane County. A Geotechnical Report prepared by an Engineer must be submitted concurrently if the Soils Survey indicates the proposed development area has unstable soils and/or a high water table

b. Land Division Tentative Plan

- Prepared by an Oregon licensed Land Surveyor
- City boundaries, the Urban Growth Boundary, and any special service district boundaries or railroad right-of-way which cross or abut the proposed land division
- Location and width of all existing and proposed easements on and abutting the proposed land division
- Boundaries of entire area owned by the property owner, of which the proposed land division is a part, as well as dimensions and size of each parcel and the approximate dimensions of each building site indicating the top and toe of cut and fill slopes to scale
- Location and type of existing and proposed street lighting, including type, height, and area of illumination
- Location, widths, conditions, and names of all existing and proposed streets, alleys, dedications or other right-of-ways within or adjacent to the proposed land division. Proposed streets should also include approximate radius of curves and grades and relationship to any projected streets as shown on the Metro Plan, TransPlan, Conceptual Development Plan, or Conceptual Local Street Map.
- Location of existing and required traffic control devices, fire hydrants, power poles, transformers, neighborhood mailbox units and similar public facilities
- Location and dimensions of existing and proposed driveways
- Location of existing and proposed transit facilities
- Location and width of all existing and proposed sidewalks, sidewalk ramps, pedestrian access ways and bike trails
- Location, size and type of plantings and street trees in any required planter strip

- Location and size of existing and proposed utilities on and adjacent to the site including sanitary sewer mains, stormwater management systems, water mains, power, gas, telephone, and cable TV. Indicate the proposed connection points
- The locations of all areas to be dedicated or reserved for public use, with the purpose, condition or limitations of the reservations clearly indicated
- Future Development Plan* where phasing or large lots/parcels are proposed as specified in SDC 5.12-120 E.

c. Stormwater Management Plan

- Prepared by an Oregon licensed Civil Engineer
- Planting plan prepared by an Oregon licensed Landscape Architect where plants are proposed as part of the stormwater management system
- Roof drainage patterns and discharge locations
- Pervious and impervious area drainage patterns
- The size and location of stormwater management systems components, including but not limited to: drain lines, catch basins, dry wells and/or detention ponds; stormwater quality measures; and natural drainageways to be retained
- Existing and proposed spot elevations and contours lines drawn at 1 foot intervals (for land with a slope over 10 percent, the contour lines may be at 5 foot intervals)
- Amount of proposed cut and fill

Additional Materials That May be Required

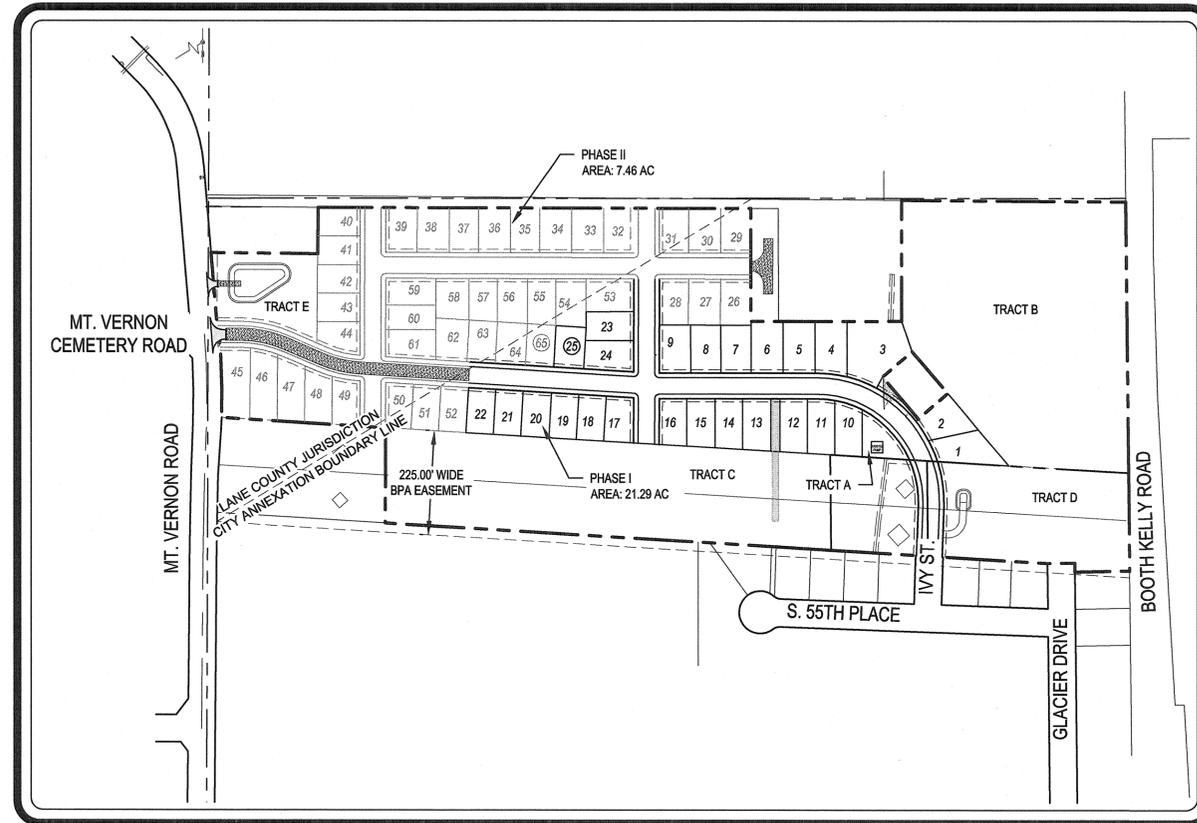
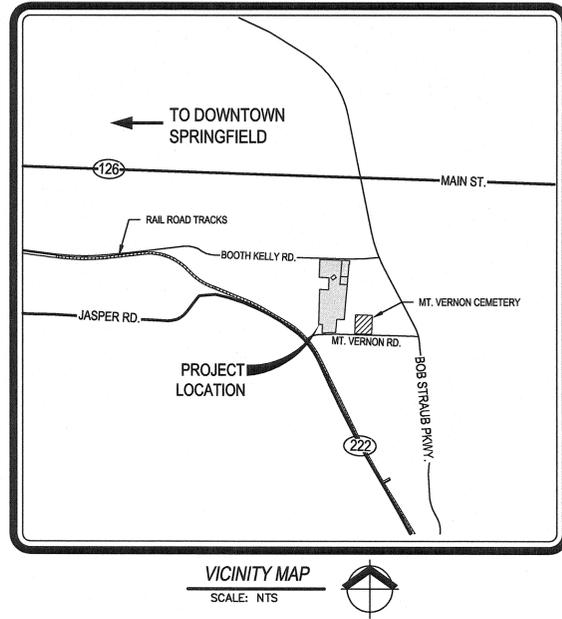
IT IS THE APPLICANT’S RESPONSIBILITY TO DETERMINE IF ADDITIONAL STANDARDS/APPLICATIONS APPLY TO THE PROPOSED DEVELOPMENT. THE APPLICANT SHOULD CONSIDER UTILIZING PRE-DEVELOPMENT MEETINGS AS DISCUSSED IN SDC 5.1-120:

- Proposed deed restrictions and a draft of any Homeowner’s Association Agreement
- Additional plans and documentation for submittal of a Cluster Subdivision proposal as specified in SDC 3.2-230
- Riparian Area Protection Report for properties located within 150 feet of the top of bank of any Water Quality Limited Watercourses (WQLW) or within 100 feet of the top of bank of any direct tributaries of WQLW
- A Geotechnical Report prepared by an engineer must be submitted concurrently if there are unstable soils and/or a high water table present
- Where the development area is within an overlay district, address the additional standards of the overlay district
- If five or more trees are proposed to be removed, a Tree Felling Permit as specified in SDC 5.19-100
- A wetland delineation approved by the Oregon Division of State Lands must be submitted concurrently where there is a wetland on the property
- Any required federal or state permit must be submitted concurrently or evidence the permit application has been submitted for review
- Where any grading, filling or excavating is proposed with the development, a Land and Drainage Alteration permit must be submitted prior to development

- Where applicable, any Discretionary Use or Variance as specified in SDC 5.9-100 and 5.21-100
- An Annexation application, as specified in SDC 5.7-100, where a development is proposed outside of the city limits but within the City's urban service area and can be served by sanitary sewer
- All public improvements proposed to be installed and to include the approximate time of installation and method of financing

LAURELWOOD - PHASE I

PREPARED FOR:
HAYDEN HOMES
 SPRINGFIELD, OREGON
 TENTATIVE SUBDIVISION



SHEET INDEX

C0.0	COVER SHEET
C1.0	EXISTING CONDITIONS NORTH
C1.1	EXISTING CONDITIONS SOUTH
C2.0	LAND DIVISION TENTATIVE PLAN NORTH
C2.1	LAND DIVISION TENTATIVE PLAN SOUTH
C3.0	GRADING / COMPOSITE UTILITY PLAN NORTH
C3.1	GRADING / COMPOSITE UTILITY PLAN SOUTH
L1.0	LANDSCAPE PLANTING PLAN
L1.1	LANDSCAPE PLANTING PLAN

SITE INFORMATION

LOCATED IN SECTION 4, TOWNSHIP 18 SOUTH, RANGE 2 WEST, WILLAMETTE MERIDIAN.
 CITY OF SPRINGFIELD, LANE COUNTY, OREGON

BASIS OF BEARING

BASIS OF BEARING WAS DERIVED FROM THE FOUND AND HELD MONUMENTS MARKING THE WEST BOUNDARY LINE OF THE PLAT OF "ROYAL RIDGE" BEING SOUTH 03°25'00" WEST.

DATUM

ELEVATION DATUM: CITY OF SPRINGFIELD (NAVD 88)
 BENCHMARK: #66 - SW BOLT OF RAILROAD SIGNAL WITH "X"
 LOCATION: AT THE NE INTERSECTION OF MT. VERNON ROAD AND JASPER ROAD.
 ELEVATION: 518.82 FEET

COVER SHEET
LAURELWOOD - PHASE I
 HAYDEN HOMES
 SPRINGFIELD, OREGON

PROJECT TEAM

DEVELOPER

HAYDEN HOMES
 ATTN: JESSE LOVRIEN
 2464 SW GLACIER PLACE, SUITE 110
 REDMOND, OREGON 97756
 PHONE: 800-923-5607
 FAX: 541-548-0761

CIVIL ENGINEER

CARDNO, INC.
 ATTN: MATT LEWIS
 5415 SW WESTGATE DR., SUITE 100
 PORTLAND, OREGON 97221
 PHONE: 503-419-2500
 FAX: 503-419-2600

PLANNER

CARDNO, INC.
 ATTN: MICHAEL CERBONE
 5415 SW WESTGATE DR., SUITE 100
 PORTLAND, OREGON 97221
 PHONE: 503-419-2500
 FAX: 503-419-2600

LANDSCAPE ARCHITECT

CARDNO, INC.
 ATTN: PAT GAYNOR
 5415 SW WESTGATE DR., SUITE 100
 PORTLAND, OREGON 97221
 PHONE: 503-419-2500
 FAX: 503-419-2600

SURVEYOR

CARDNO, INC.
 ATTN: ERIC LYNCH
 5415 SW WESTGATE DR., SUITE 100
 PORTLAND, OREGON 97221
 PHONE: 503-419-2500
 FAX: 503-419-2600

JURISDICTION

CITY OF SPRINGFIELD
 ATTN: MARK METZGER
 225 N. 5TH STREET
 SPRINGFIELD, OREGON 97477
 PHONE: 541-726-3610

WATER AND ELECTRIC

SPRINGFIELD UTILITY BOARD
 ATTN: BART MCKEE
 250 "A" STREET
 SPRINGFIELD, OREGON 97477
 PHONE: 541-746-8451
 FAX: 541-746-0230

TRANSPORTATION ENGINEER

KITTELSON & ASSOCIATES, INC.
 ATTN: DIEGO ARGUEA
 610 SW ALDER STREET, SUITE 700
 PORTLAND, OREGON 97205
 PHONE: 503-228-5230
 FAX: 503-273-8169

GEOTECHNICAL ENGINEER

BRANCH ENGINEERING, INC.
 ATTN: RON DERRICK
 4310 CHERRY AVE NE
 SALEM, OREGON 97303
 PHONE: 503-779-2577

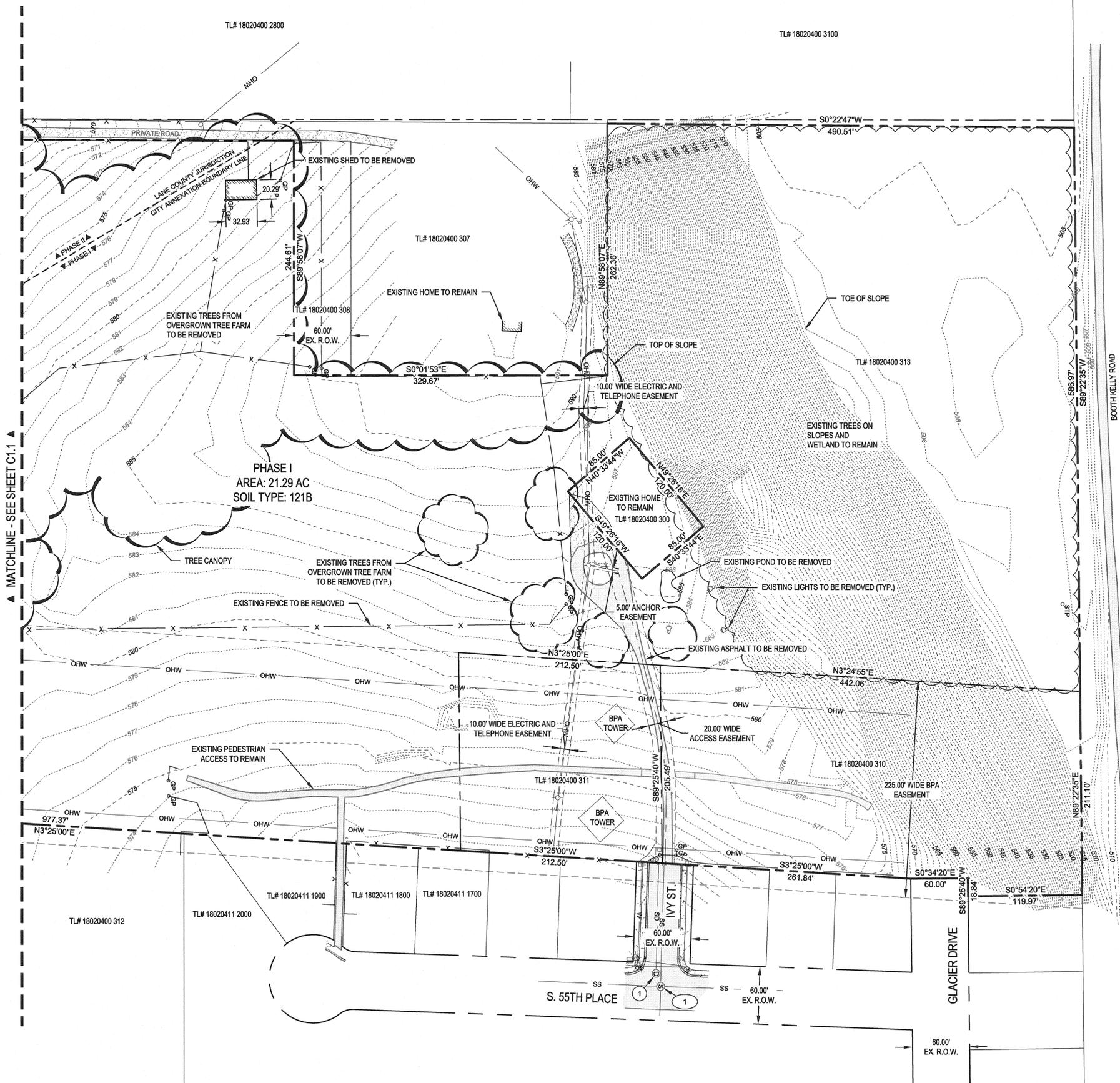
**OREGON UTILITY
 NOTIFICATION CENTER**
 1-800-332-2344



PROJECT NO.: 2130484000
 DATE: 03/12/2014
 DESIGNED BY: JLB
 DRAWN BY: KRB
 CHECKED BY: MCL

COVER SHEET

C0.0



LEGEND

- - - - - EXISTING BOUNDARY LINE
- - - - - EXISTING INTERIOR BOUNDARY LINE
- - - - - EXISTING CENTERLINE
- - - - - EXISTING RIGHT-OF-WAY LINE
- - - - - EASEMENT LINE
- X - - - - - FENCE LINE
- SD - - - - - STORM DRAINAGE LINE
- SS - - - - - SANITARY SEWER LINE
- W - - - - - UNDERGROUND WATER LINE
- CTV - - - - - UNDERGROUND CABLE TV LINE
- G - - - - - UNDERGROUND NATURAL GAS LINE
- OHW - - - - - OVERHEAD WIRE
- ▭ - - - - - BUILDING FACE
- ▨ - - - - - EXISTING ASPHALT SURFACE
- ▩ - - - - - EXISTING CONCRETE SURFACE
- ▧ - - - - - EXISTING GRAVEL SURFACE
- ⊙ - - - - - SANITARY SEWER MANHOLE
- ⊕ - - - - - STORM DRAIN MANHOLE
- ⊞ - - - - - CURB INLET
- ⊟ - - - - - DITCH INLET
- ⊠ - - - - - FIRE HYDRANT
- ⊡ - - - - - WATER VALVE
- ⊢ - - - - - WATER METER BOX
- ⊣ - - - - - GROUND LIGHT
- ⊤ - - - - - UTILITY POLE
- ⊥ - - - - - GUY WIRE
- ⊦ - - - - - TELEPHONE WARNING SIGN
- ⊧ - - - - - CABLE TELEVISION RISER

NOTES

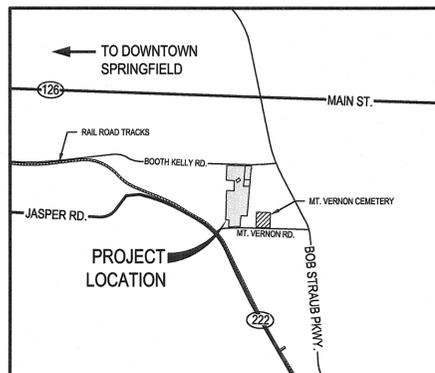
1. THERE ARE NO ONSITE WATERCOURSES PER WATER QUALITY LIMITED WATERCOURSE MAP.
2. THIS SITE DOES NOT LIE WITHIN THE 100-YEAR FLOODPLAIN OR FLOODWAY BOUNDARIES.
3. THIS SITE LIES OUTSIDE OF THE TIME OF TRAVEL ZONES AS SPECIFIED IN SDC 3.3-200 AND DELINEATED ON THE WELLHEAD PROTECTION AREA MAP.
4. THE SOIL TYPE FOR THE PROPOSED BUILDING AREA IS 121B-SALKUM SILTY CLAY LOAM, WITH A DEPTH OF MORE THAN 80 INCHES TO THE WATER TABLE.

SANITARY SEWER TABLE

1. SANITARY SEWER MANHOLE
RIM = 562.73'
8" PVC (N, S, & W) = 554.08'
8" PVC (E) = 553.98'

STORM DRAINAGE TABLE

1. STORM DRAIN MANHOLE
RIM = 563.22'
10" PVC (N&S) = 588.92'
12" PVC (W) = 588.92'
12" PVC (E) = 588.62'

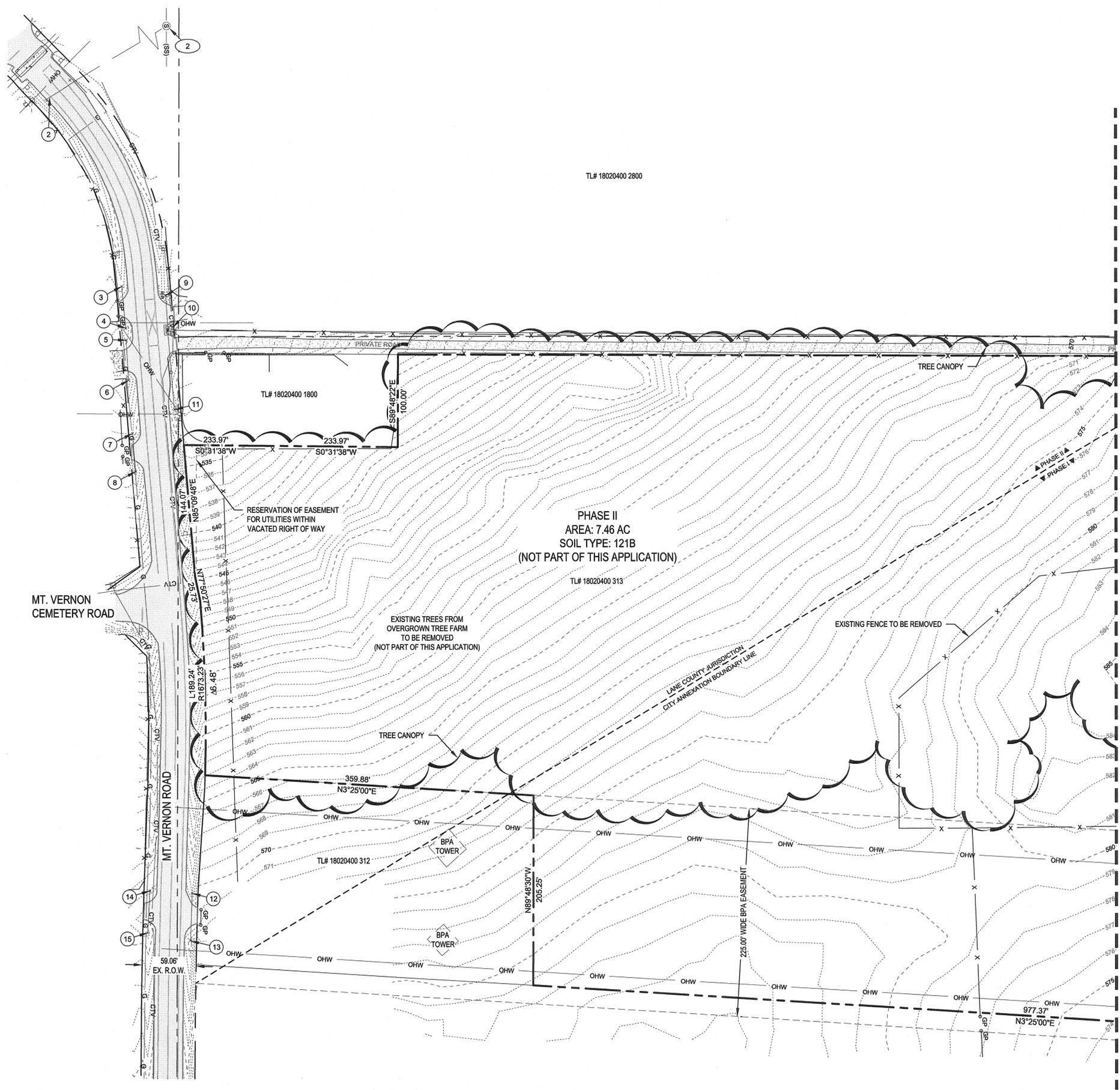


VICINITY MAP
SCALE: NTS

EXISTING CONDITION - NORTH
LAURELWOOD - PHASE I
HAYDEN HOMES
SPRINGFIELD, OREGON

PROJECT NO.: 2130484000
DATE: 03/12/2014
DESIGNED BY: JLB
DRAWN BY: KRB
CHECKED BY: MCL

EX. CONDITIONS
NORTH
C1.0



TL# 18020400 2800

TL# 18020400 1800

PHASE II
AREA: 7.46 AC
SOIL TYPE: 121B
(NOT PART OF THIS APPLICATION)

TL# 18020400 313

TL# 18020400 312

STORM DRAINAGE TABLE

2	LOCATE PAINT ONLY, POSSIBLE SANITARY LINE
3	IE 12" CMP = 521.30'
4	IE 12" CMP = 522.92'
5	IE 12" CMP = 523.66'
6	IE 12" CMP = 525.46'
7	IE 12" CMP = 528.89'
8	IE 12" CMP = 531.68'
9	IE 12" CMP = 521.65'
10	AREA DRAIN RIM = 524.41' IE 12" CMP(W) = 522.79' IE 12" CMP(E) = 522.83' IE 12" CMP(S) = 522.64' SUMP = 521.37'
11	IE 12" CMP = 528.32'
12	IE 12" CMP = 567.02'
13	IE 12" CMP = 569.26'
14	IE 12" CMP = 566.67'
15	IE 12" CMP = 568.59'
16	IE 12" CMP = 579.50'
17	CURB INLET TOP OF CURB = 584.04'

SANITARY SEWER TABLE

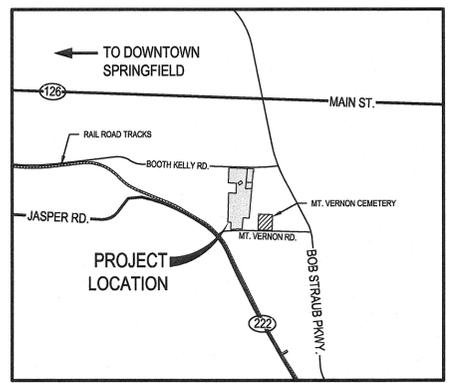
2	SANITARY SEWER MANHOLE RIM = 518.44' 8" PVC STUB (E) = 500.06' 27" PVC (SE) = 498.33' 27" PVC (W) = 498.24'
---	---

LEGEND

- - - - - EXISTING BOUNDARY LINE
- - - - - EXISTING INTERIOR BOUNDARY LINE
- - - - - EXISTING CENTERLINE
- - - - - EXISTING RIGHT-OF-WAY LINE
- - - - - EASEMENT LINE
- X - - - - - FENCE LINE
- SD - - - - - STORM DRAINAGE LINE
- SS - - - - - SANITARY SEWER LINE
- W - - - - - UNDERGROUND WATER LINE
- CTV - - - - - UNDERGROUND CABLE TV LINE
- G - - - - - UNDERGROUND NATURAL GAS LINE
- OHW - - - - - OVERHEAD WIRE
- - - - - BUILDING FACE
- [Pattern] - EXISTING ASPHALT SURFACE
- [Pattern] - EXISTING CONCRETE SURFACE
- [Pattern] - EXISTING GRAVEL SURFACE
- ⊙ - SANITARY SEWER MANHOLE
- ⊕ - STORM DRAIN MANHOLE
- ⊞ - CURB INLET
- ⊞ - DITCH INLET
- ⊙ - FIRE HYDRANT
- ⊕ - WATER VALVE
- ⊞ - WATER METER BOX
- ⊙ - GROUND LIGHT
- ⊞ - UTILITY POLE
- ⊞ - GUY WIRE
- ⊞ - TELEPHONE WARNING SIGN
- ⊞ - CABLE TELEVISION RISER

NOTES

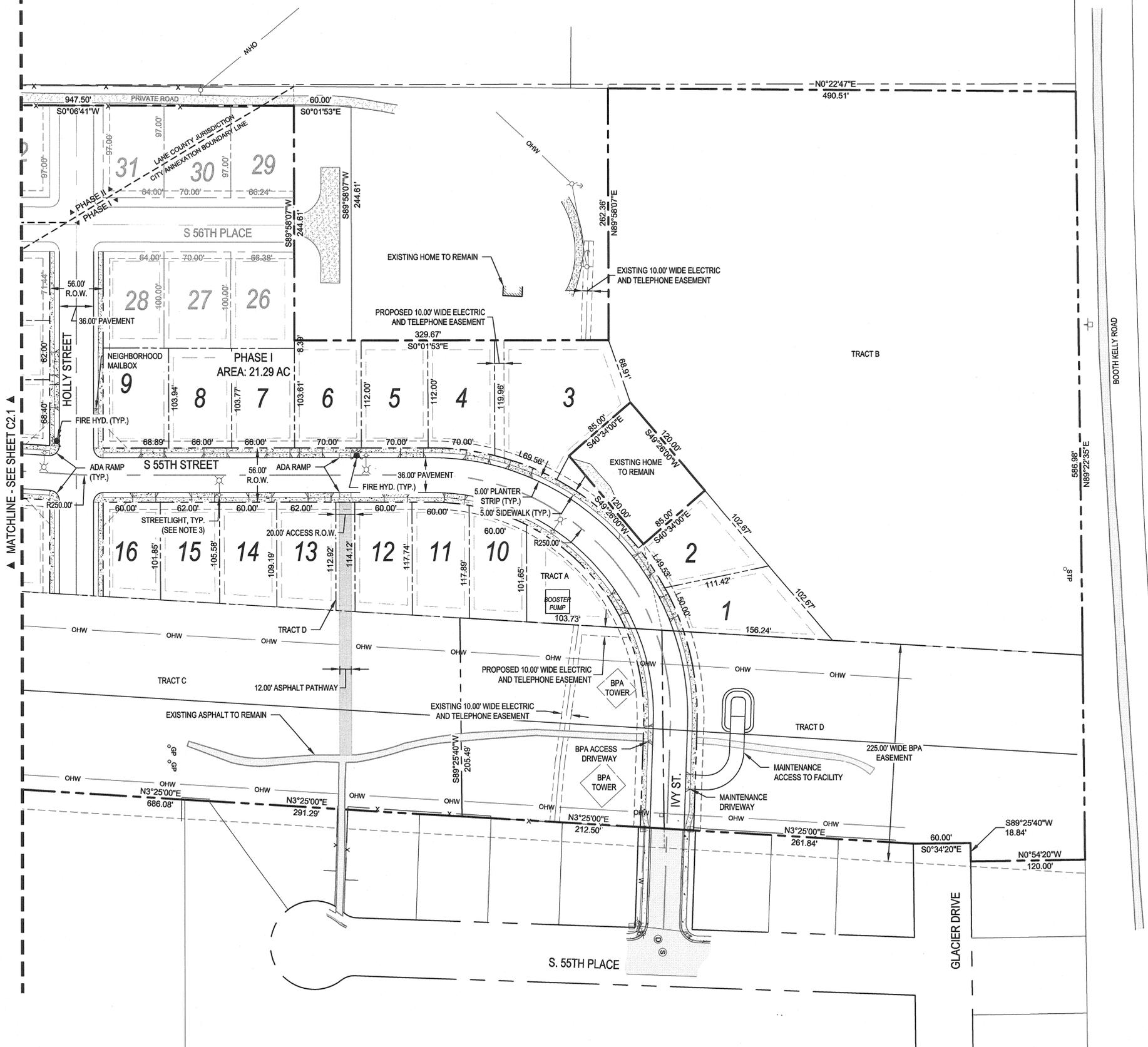
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**EXISTING CONDITIONS - SOUTH
LAURELWOOD - PHASE I
HAYDEN HOMES
SPRINGFIELD, OREGON**

PROJECT NO.: 2130484000
DATE: 03/12/2014
DESIGNED BY: JLB
DRAWN BY: KRB
CHECKED BY: MCL

**EX. CONDITIONS
SOUTH
C1.1**



LEGEND

- - - - - EXISTING BOUNDARY LINE
- - - - - EXISTING INTERIOR BOUNDARY LINE
- - - - - EXISTING CENTERLINE
- - - - - EXISTING RIGHT-OF-WAY LINE
- - - - - EXISTING DLC LINE
- - - - - EXISTING EASEMENT LINE
- - - - - EXISTING FENCE LINE
- - - - - BUILDING SETBACK

- [Pattern] EXISTING ASPHALT SURFACE
- [Pattern] PROPOSED ASPHALT SURFACE
- [Pattern] EXISTING CONCRETE SURFACE
- [Pattern] PROPOSED CONCRETE SURFACE
- [Pattern] EXISTING GRAVEL SURFACE
- [Pattern] PROPOSED GRAVEL SURFACE

- [Symbol] EXISTING SANITARY SEWER MANHOLE
- [Symbol] EXISTING STORM DRAIN MANHOLE
- [Symbol] EXISTING CURB INLET
- [Symbol] EXISTING DITCH INLET
- [Symbol] EXISTING FIRE HYDRANT
- [Symbol] EXISTING WATER VALVE
- [Symbol] EXISTING WATER METER BOX
- [Symbol] EXISTING GROUND LIGHT
- [Symbol] EXISTING UTILITY POLE
- [Symbol] EXISTING GUY WIRE
- [Symbol] EXISTING TELEPHONE WARNING SIGN
- [Symbol] EXISTING CABLE TELEVISION RISER
- [Symbol] PROPOSED FIRE HYDRANT
- [Symbol] PROPOSED STREETLIGHT
- [Symbol] GATE POST

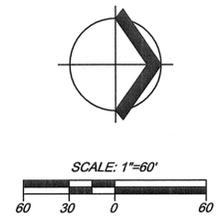
- NOTES**
- DRIVEWAY LOCATIONS ARE PRELIMINARY.
 - NO TRANSIT FACILITIES PROPOSED.
 - STREETLIGHTS TO BE LED LAMPS AS SPECIFIED BY THE CITY, MOUNTED 30FT HIGH.
 - PHASE II WILL BEGIN AFTER ANNEXATION INTO THE CITY OF SPRINGFIELD.

SITE INFORMATION

PHASE I	CUT VOLUME:	5,900 CY
	FILL VOLUME:	1,350 CY
	NET VOLUME (CUT):	4,550 CY

LOT AREAS

LOT	AREA (SF)	WIDTH	DEPTH
1	8458.63	76.56	131.67
2	7235.61	76.56	99.55
3	15450.00	92.73	128.40
4	8014.36	70.00	115.98
5	7840.00	70.00	112.00
6	7840.00	70.00	112.00
7	6843.63	66.00	103.69
8	6854.47	66.00	103.86
9	7152.19	68.00	104.03
10	6681.37	60.00	109.77
11	7127.58	60.00	117.82
12	6955.78	60.00	115.93
13	6885.39	62.00	111.06
14	6443.00	60.00	107.39
15	6430.15	62.00	103.72
16	6014.45	60.00	100.04
TRACT A	6563.10	103.73	101.65
TRACT B	252252.18	424.67	376.67
TRACT C	238693.57	1168.52	205.00
TRACT D	84483.86	406.51	205.00
TRACT E	2270.45	20.00	113.52

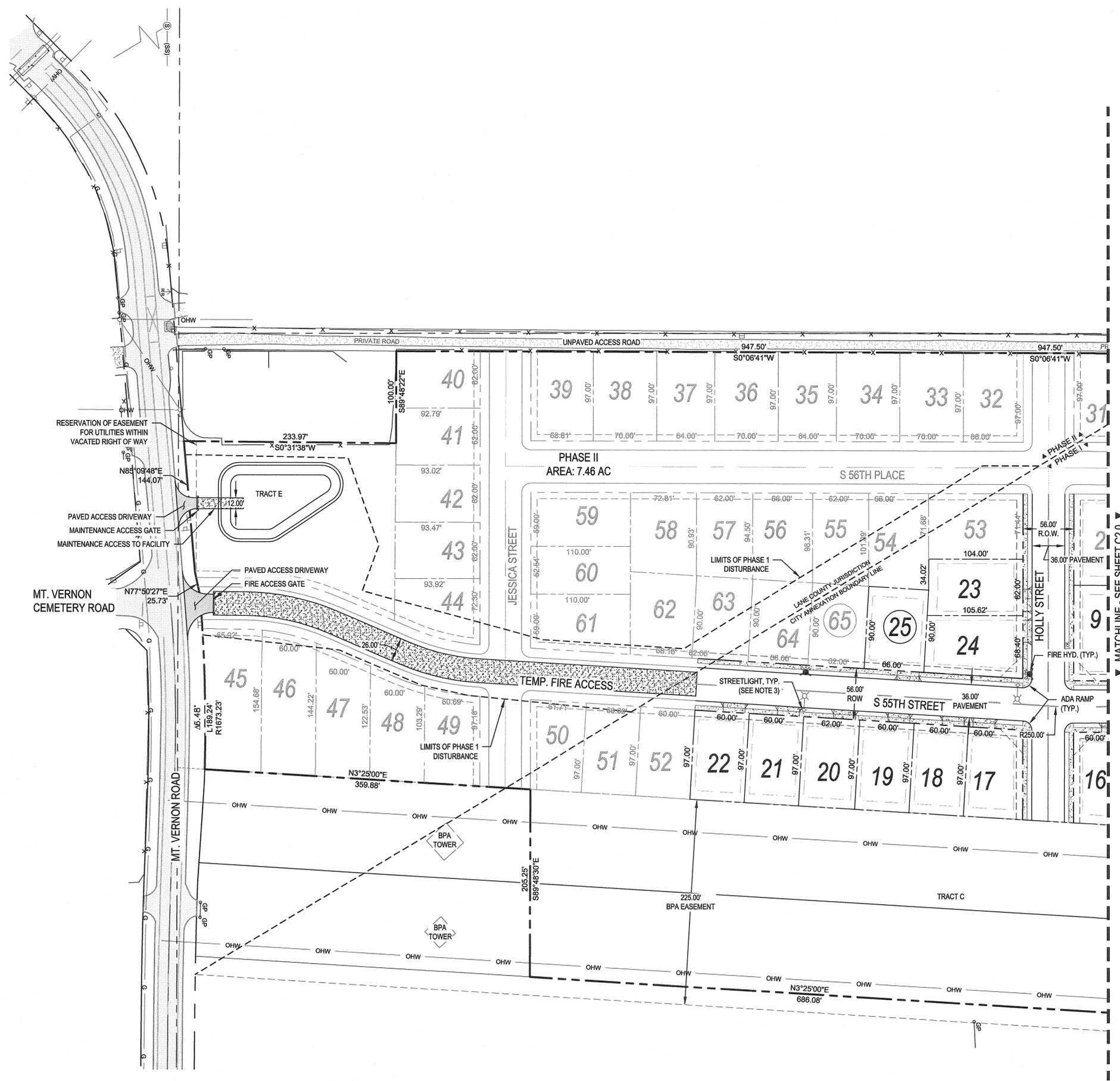


TENTATIVE PLAN - NORTH
LAURELWOOD - PHASE I
HAYDEN HOMES
SPRINGFIELD, OREGON

REGISTERED PROFESSIONAL LAND SURVEYOR
ERIC D. LYNCH
56544
RENEWS 12/31/14

PROJECT NO.: 2130484000
DATE: 03/12/2014
DESIGNED BY: JLB
DRAWN BY: KRB
CHECKED BY: MCL

TENTATIVE PLAN
NORTH
C2.0



- LEGEND**
- - - - - EXISTING BOUNDARY LINE
 - - - - - EXISTING INTERIOR BOUNDARY LINE
 - - - - - EXISTING CENTERLINE
 - - - - - EXISTING RIGHT-OF-WAY LINE
 - - - - - EXISTING DLC LINE
 - - - - - EXISTING EASEMENT LINE
 - - - - - EXISTING FENCE LINE
 - - - - - BUILDING SETBACK
- [Pattern] EXISTING ASPHALT SURFACE
 - [Pattern] PROPOSED ASPHALT SURFACE
 - [Pattern] EXISTING CONCRETE SURFACE
 - [Pattern] PROPOSED CONCRETE SURFACE
 - [Pattern] EXISTING GRAVEL SURFACE
 - [Pattern] PROPOSED GRAVEL SURFACE
- (S) EXISTING SANITARY SEWER MANHOLE
 - (D) EXISTING STORM DRAIN MANHOLE
 - [Symbol] EXISTING CURB INLET
 - [Symbol] EXISTING DITCH INLET
 - [Symbol] EXISTING FIRE HYDRANT
 - [Symbol] EXISTING WATER VALVE
 - [Symbol] EXISTING WATER METER BOX
 - [Symbol] EXISTING GROUND LIGHT
 - [Symbol] EXISTING UTILITY POLE
 - [Symbol] EXISTING GUY WIRE
 - [Symbol] EXISTING TELEPHONE WARNING SIGN
 - [Symbol] EXISTING CABLE TELEVISION RISER
 - [Symbol] PROPOSED FIRE HYDRANT
 - [Symbol] PROPOSED STREETLIGHT
 - [Symbol] GATE POST

- NOTES**
1. DRIVEWAY LOCATIONS ARE PRELIMINARY.
 2. NO TRANSIT FACILITIES PROPOSED.
 3. STREETLIGHTS TO BE LED LAMPS AS SPECIFIED BY THE CITY, MOUNTED 30FT HIGH.
 4. PHASE II WILL BEGIN AFTER ANNEXATION INTO THE CITY OF SPRINGFIELD.

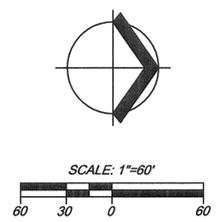
SITE INFORMATION

PHASE I

CUT VOLUME:	5,900 CY
FILL VOLUME:	1,350 CY
NET VOLUME (CUT):	4,550 CY

LOT AREAS

LOT	AREA (SF)	WIDTH	DEPTH
17	6091.39	60.00	97.00
18	5820.00	60.00	97.00
19	5820.00	60.00	97.00
20	6014.00	62.00	97.00
21	5820.00	60.00	97.00
22	5820.00	60.00	97.00
23	6472.01	62.00	104.81
24	6999.35	68.00	107.49
25	5940.00	66.00	90.00



TENTATIVE PLAN - SOUTH
LAURELWOOD - PHASE I
HAYDEN HOMES
SPRINGFIELD, OREGON

REGISTERED PROFESSIONAL LAND SURVEYOR

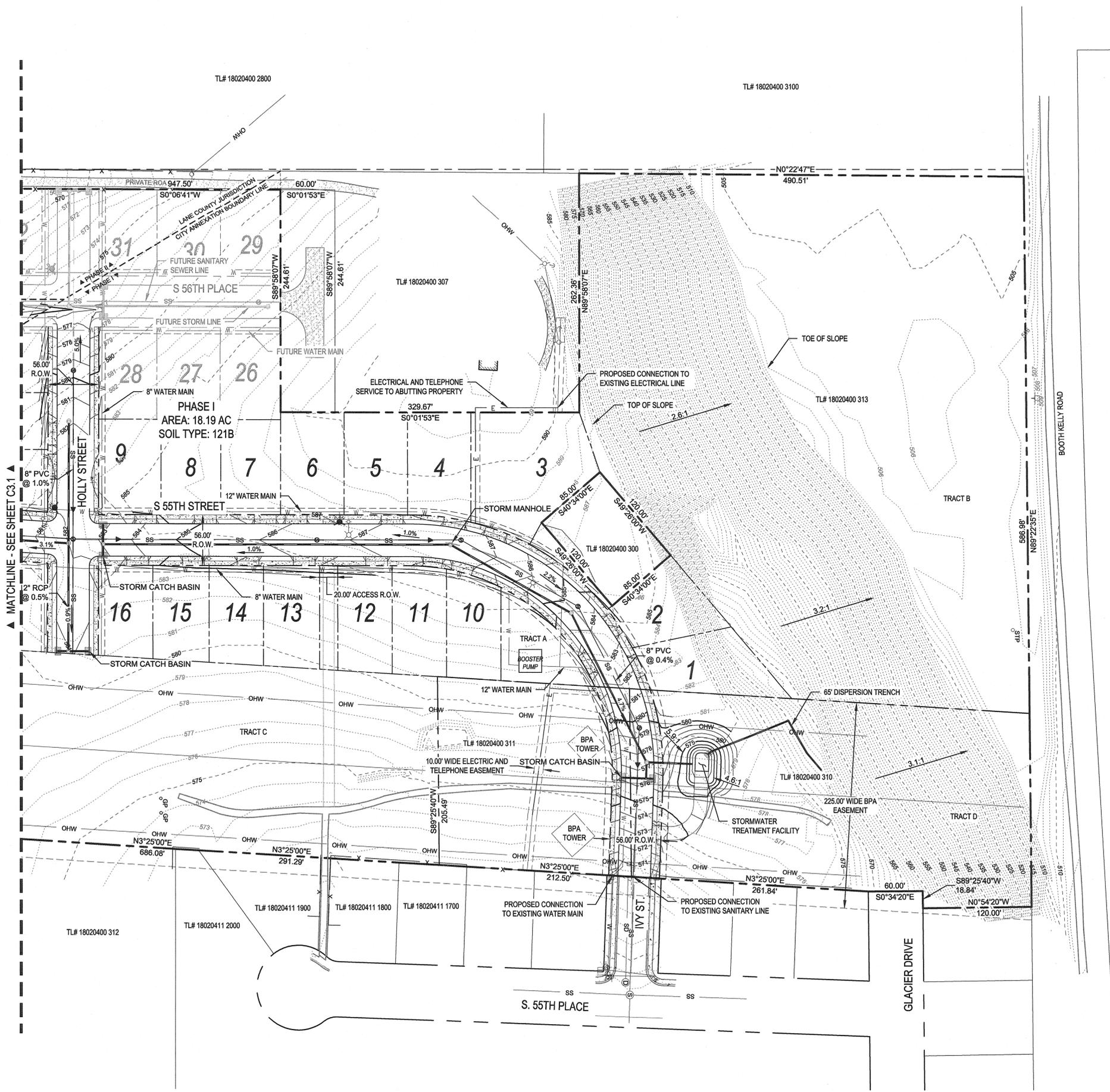
Eric D. Lynch

OREGON
JULY 12, 2005
ERIC D. LYNCH
58544

RENEWS 12/31/14

PROJECT NO.: 2130484000
DATE: 03/12/2014
DESIGNED BY: JLB
DRAWN BY: KR8
CHECKED BY: MCL

TENTATIVE PLAN
SOUTH
C2.1

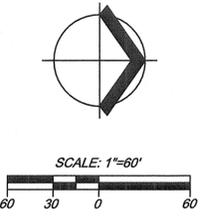
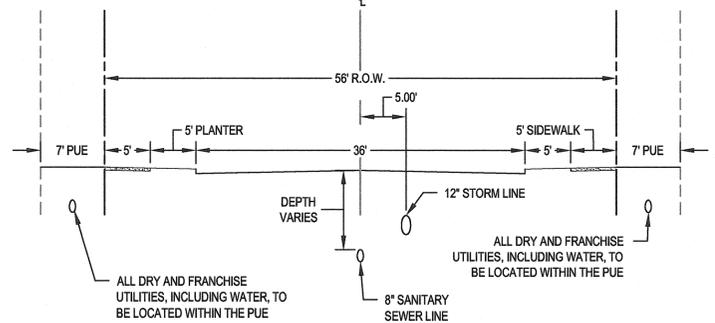


LEGEND

- - - - - EXISTING BOUNDARY LINE
- - - - - EXISTING INTERIOR BOUNDARY LINE
- - - - - EXISTING CENTERLINE
- - - - - EXISTING RIGHT-OF-WAY LINE
- - - - - EASEMENT LINE
- X - - - - - FENCE LINE
- SD - - - - - STORM DRAINAGE LINE
- SS - - - - - SANITARY SEWER LINE
- W - - - - - UNDERGROUND WATER LINE
- CTV - - - - - UNDERGROUND CABLE TV LINE
- G - - - - - UNDERGROUND NATURAL GAS LINE
- OHW - - - - - OVERHEAD WIRE
- - - - - PROPOSED STORM PIPE
- SS - - - - - PROPOSED SEWER PIPE
- W - - - - - PROPOSED WATER PIPE
- E - - - - - PROPOSED ELECTRICAL LINE
- ☐ - - - - - PROPOSED CATCH BASIN
- - - - - - PROPOSED STORM MANHOLE
- - - - - - PROPOSED SEWER MANHOLE
- - - - - - PROPOSED FIRE HYDRANT

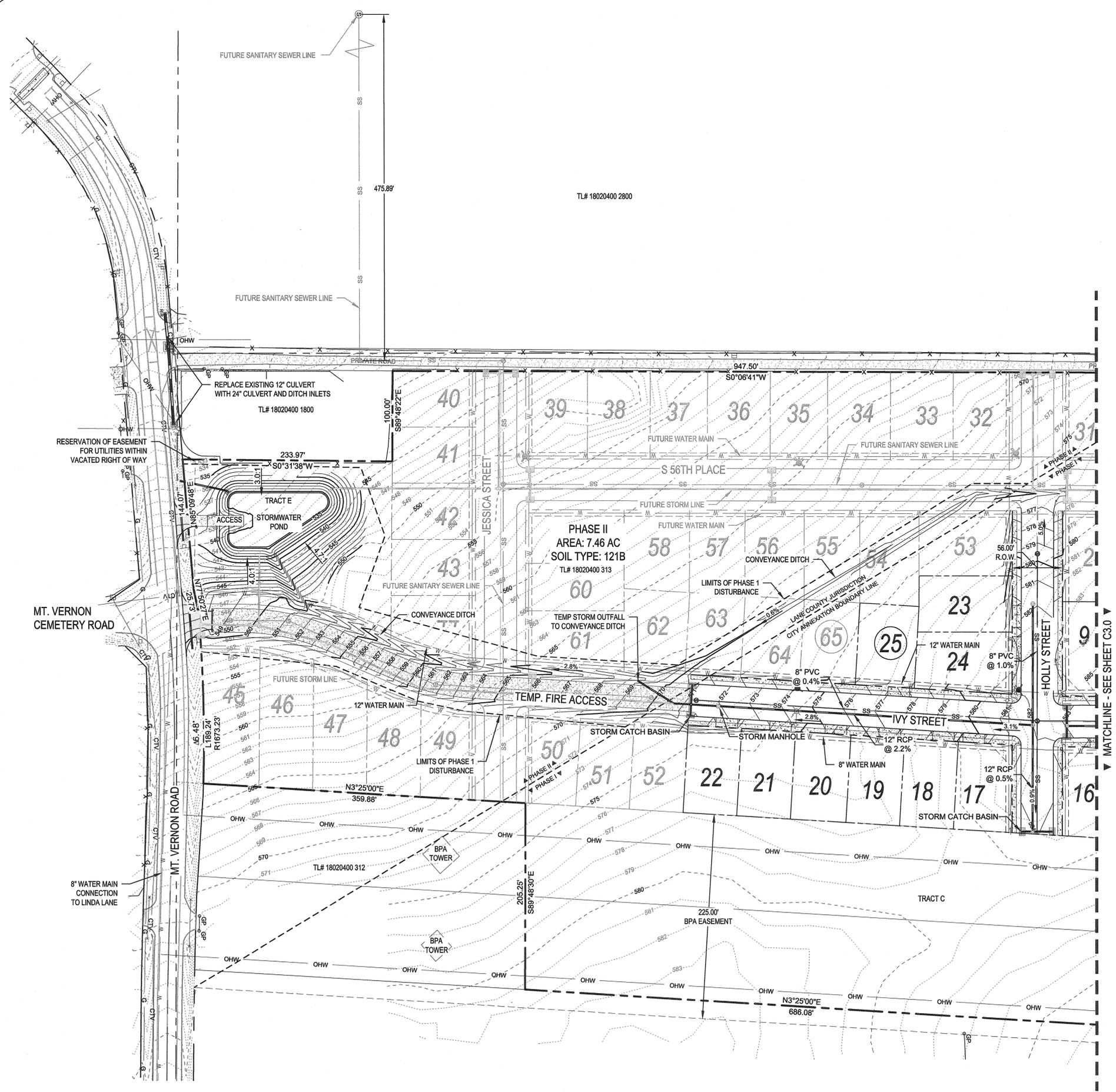
NOTES

1. DRIVEWAY LOCATIONS ARE PRELIMINARY.
2. NO TRANSIT FACILITIES PROPOSED.
3. STREETLIGHTS TO BE LED LAMPS AS SPECIFIED BY THE CITY OF SPRINGFIELD, MOUNTED 30FT HIGH.
4. ANY UTILITY PEDESTAL WITHIN 2 FT OF DRIVEWAY TO BE PROTECTED BY BOLLARD, BOULDER OR EQUIVALENT.
5. WATER MAIN LAYOUT IS PRELIMINARY. FINAL DESIGN TO BE COMPLETED BY SPRINGFIELD UTILITY BOARD.



**COMPOSITE UTILITY PLAN - NORTH
LAURELWOOD - PHASE I
HAYDEN HOMES
SPRINGFIELD, OREGON**

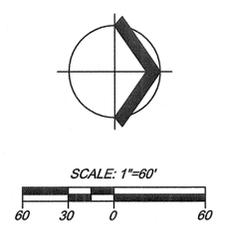
PROJECT NO.: 2130484000
DATE: 03/12/2014
DESIGNED BY: JLB
DRAWN BY: KRB
CHECKED BY: MCL



LEGEND

---	EXISTING BOUNDARY LINE
- - - -	EXISTING INTERIOR BOUNDARY LINE
- · - · -	EXISTING CENTERLINE
- · - - -	EXISTING RIGHT-OF-WAY LINE
- · - · - ·	EASEMENT LINE
X	FENCE LINE
SD	STORM DRAINAGE LINE
SS	SANITARY SEWER LINE
W	UNDERGROUND WATER LINE
CTV	UNDERGROUND CABLE TV LINE
G	UNDERGROUND NATURAL GAS LINE
OHW	OVERHEAD WIRE
---	PROPOSED STORM PIPE
---	PROPOSED SEWER PIPE
---	PROPOSED WATER PIPE
---	PROPOSED ELECTRICAL LINE
■	PROPOSED CATCH BASIN
○	PROPOSED STORM MANHOLE
○	PROPOSED SEWER MANHOLE
⊕	PROPOSED FIRE HYDRANT

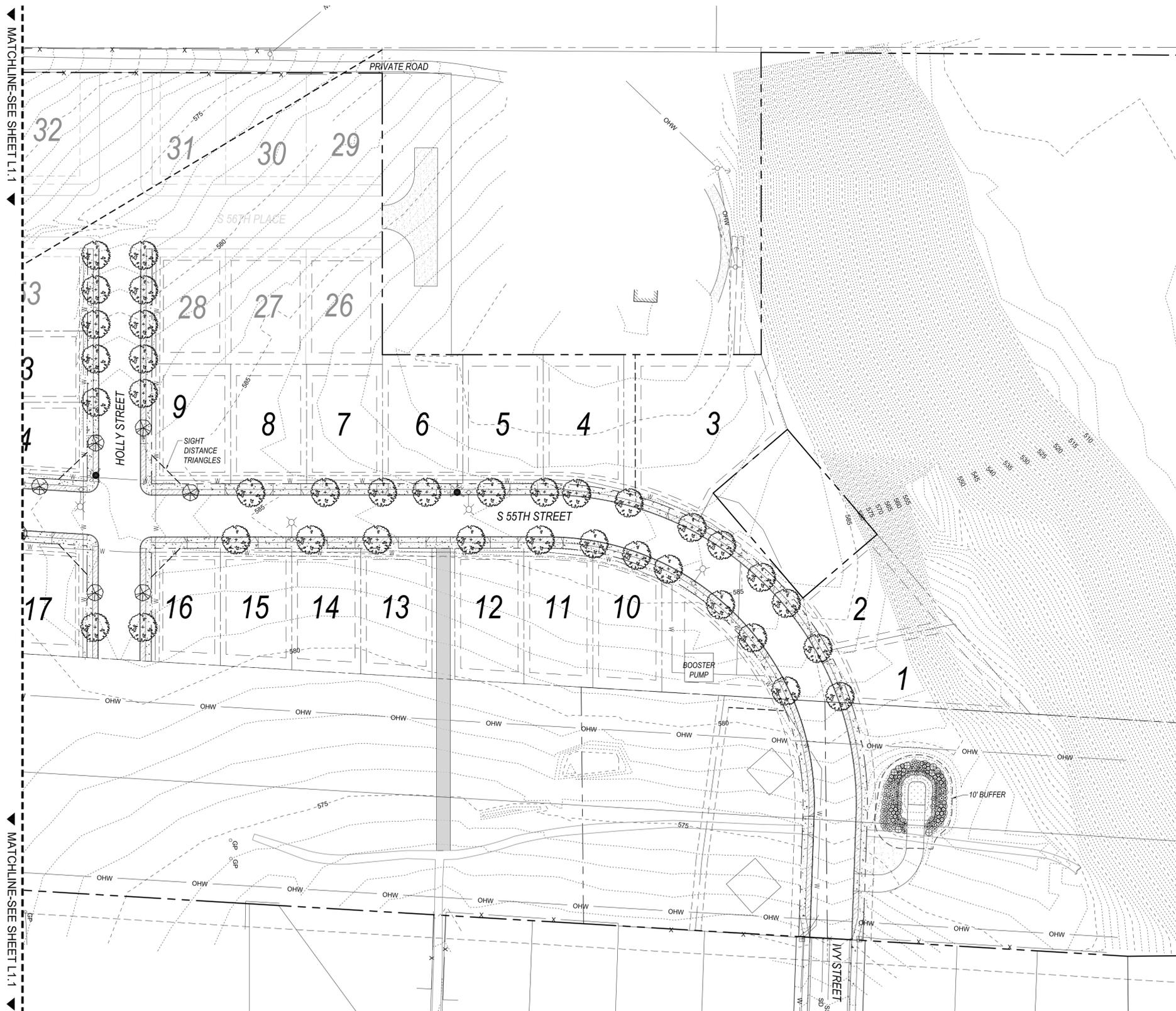
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COMPOSITE UTILITY PLAN - SOUTH
LAURELWOOD - PHASE I
HAYDEN HOMES
SPRINGFIELD, OREGON

PROJECT NO.: 2130484000
DATE: 03/12/2014
DESIGNED BY: JLB
DRAWN BY: KRB
CHECKED BY: MCL

COMP. UTILITY
PLAN - SOUTH
C3.1



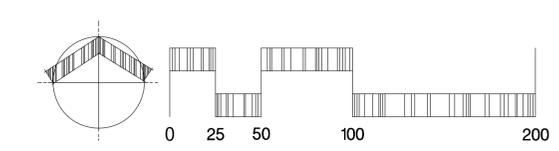
LANDSCAPE PLANT MATERIALS

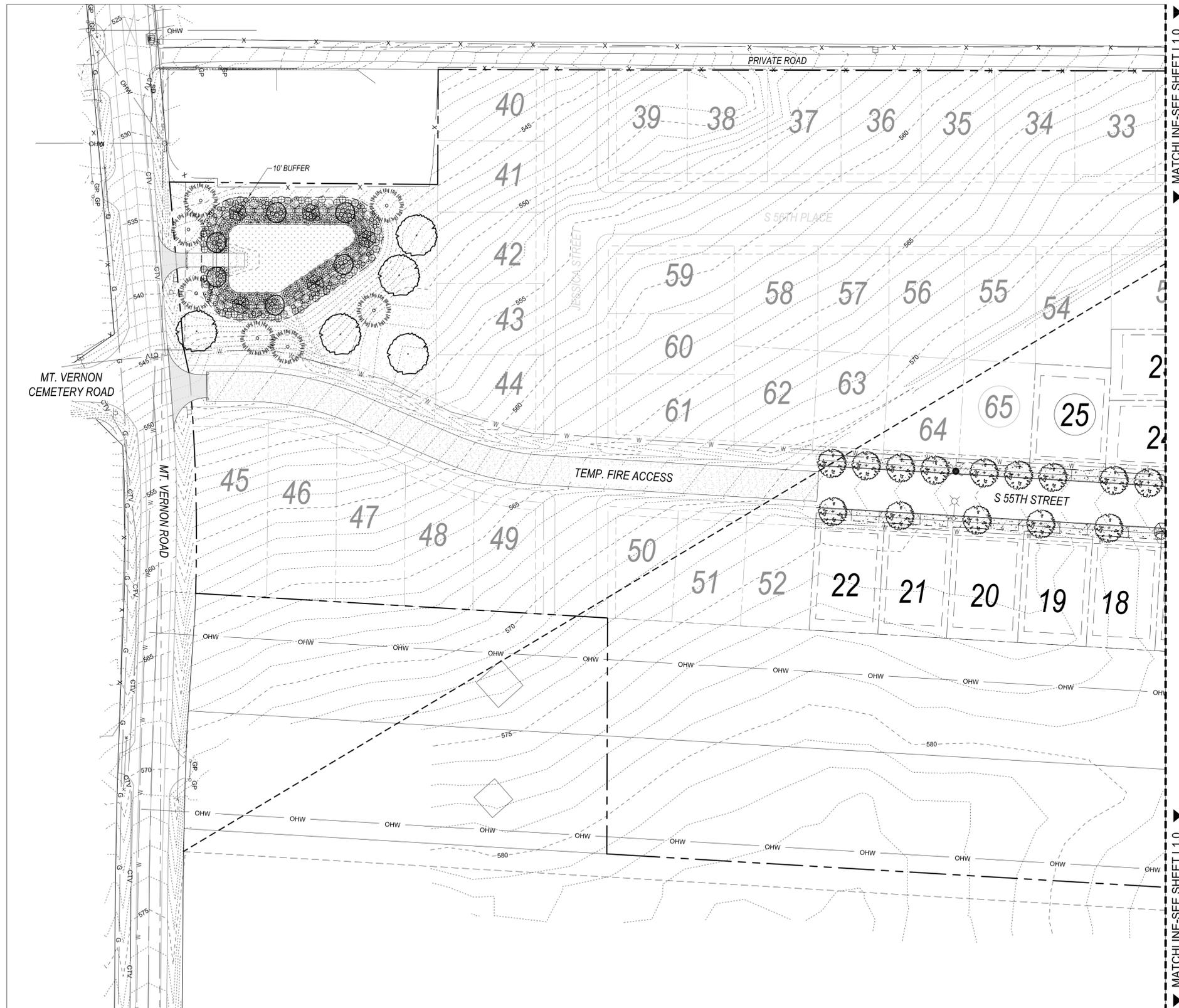
QUANTITIES FOR ALL SHEETS
SYMBOLS 2X PLAN FOR CLARITY

SYMBOL	TREES ITEM	SIZE	QTY.
	ACER RUBRUM 'RED SUNSET' RED SUNSET MAPLE	2" CAL. / B&B AS SHOWN	51
	ACER GRISEUM PAPERBARK MAPLE	2" CAL. / B&B AS SHOWN	7
	CRATAEGUS DOUGLASII DOUGLAS HAWTHORNE	1-1/2" CAL. / B&B AS SHOWN	5
	AMELANCIER ALNIFOLIA WESTERN SERVICEBERRY	1-1/2" CAL. / B&B AS SHOWN	6
	QUERCUS GARRYANA OREGON WHITE OAK	1-1/2" CAL. / B&B AS SHOWN	5
	PINUS PONDEROSA 'WILLAMETTE' PONDEROSA PINE	6-7' HT. / B&B AS SHOWN	7
	EXISTING DECIDUOUS TREE TO REMAIN		
	EXISTING EVERGREEN TREE TO REMAIN		
SHRUBS & ACCENTS			
SYMBOL	ITEM	SIZE	QTY.
	MAHONIA AQUIFOLIUM TALL OREGON GRAPE HOLLY	1 GAL.	152
	ROSA NUTKANA NOOTKA ROSE	1 GAL.	82
	SPIRAEA DOUGLASII DOUGLAS SPIRAEA	3 GAL.	254
	SYMPHORICARPOS ALBA COMMON SNOWBERRY	1 GAL.	134
	ACER CERCINATUM VINE MAPLE	3 GAL.	36
	PHYSOCARPUS PACIFIC NINEBARK	1 GAL.	53
GROUNDCOVERS			
SYMBOL	ITEM	SIZE	QTY.
	MAHONIA REPENS CREEPING MAHONIA	4" POT @ 1'-6" O.C.	6,339 SF 3,251 PLANTS
	ARCTOSTAPHYLOS UVA-URSI BEARBERRY	1 GAL. @ 3'-0" O.C.	9,800 SF 1,255 PLANTS
	RUSH / SEDGE MIX JUNCUS PATENS / CAREX STIPATA	1 GAL. @ 2'-0" O.C.	5,676 SF 2,838 PLANTS 1,419 EACH
	FESTUCA RUBRA RED FESCUE	SEED @ 5 LBS. / 1,000 SF	36,100 SF 181 LBS.

GENERAL NOTES: LANDSCAPE PLAN

- LANDSCAPE PLANTING SHALL CONFORM TO THE STANDARDS ESTABLISHED UNDER CITY OF SPRINGFIELD PLANNING DEPARTMENT AND CITY OF EUGENE STORMWATER MANAGEMENT MANUAL.
- ALL PLANT BEDS SHALL HAVE A 3" DEPTH OF BARK MULCH.
- LANDSCAPE AREAS SHALL HAVE A COMPLETE UNDERGROUND AUTOMATIC IRRIGATION SYSTEM WITH FULL HEAD TO HEAD COVERAGE.
- ALL PLANT MATERIAL DELIVERED TO THIS SITE SHALL MEET THE AMERICAN NURSERYMAN'S ASSOCIATION STANDARDS.





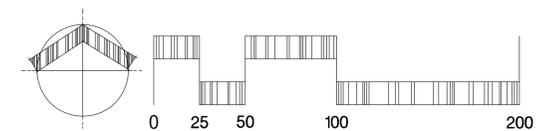
LANDSCAPE PLANT MATERIALS

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- ALL PLANT MATERIAL DELIVERED TO THIS SITE SHALL MEET THE AMERICAN NURSERYMAN'S ASSOCIATION STANDARDS.
- STREET TREES SHOWN ON INDIVIDUAL HOUSE LOTS WILL BE INSTALLED AT THE TIME OF LOT DEVELOPMENT.





0277836

PRELIMINARY TITLE REPORT
3RD AMENDED SUPPLEMENTAL

CASCADE ESCROW
ATTN: MELISSA MITCHELL
811 WILLAMETTE STREET
EUGENE, OR 97401

July 1, 2013
Report No: 0277836
Your No: EU13-0931
Seller: UMPQUA BANK
Buyer: HAYDEN HOMES, LLC

PRELIMINARY REPORT FOR:
Owner's Standard Policy \$350,000.00

PREMIUMS:
Owner's Standard Premium \$1,050.00
Government Service Fee \$35.00

We are prepared to issue 2006 (6/17/06) ALTA title insurance policy(ies) of OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, in the usual form insuring the title to the land described as follows:

(A T T A C H E D)

Vestee:
UMPQUA BANK

Estate: FEE SIMPLE

DATED AS OF: JUNE 24, 2013 at 8:00 A.M.

Schedule B of the policy(ies) to be issued will contain the following general and special exceptions unless removed prior to issuance:

GENERAL EXCEPTIONS (Standard Coverage Policy Exceptions):

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Facts, rights, interests or claims which are not shown by the Public Records but which could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof.
3. Easements, or claims of easement, not shown by the Public Records; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.

No liability is assumed hereunder until policy has been issued and full policy premium has been paid.

MAIN OFFICE * 811 WILLAMETTE ST. * EUGENE, OREGON 97401 * PH: (541) 687-2233
FLORENCE * 1901 HWY 101 - S. 2 * FLORENCE, OREGON 97439 * PH: (541) 997-8417
EUGENE FAX: 485-0307 * E-MAIL: info@cascadetitle.com * FLORENCE FAX: 997-8246

4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
5. Any lien, or right to a lien, for services, labor, material, equipment rental or workers compensation heretofore or hereafter furnished, imposed by law and not shown by the Public Records.

SPECIAL EXCEPTIONS:

6. Taxes for the fiscal year 2013-2014, a lien not yet payable.
7. As disclosed by the tax rolls, the premises herein described have been zoned or classified as forest lands. At any time that said land is disqualified for such use, the property will be subject to additional taxes or penalties and interest pursuant to the provisions of ORS Chapter 321. (Parcel 3)
8. Rights of the public in and to that portion lying within streets, roads and highways.
9. Easements for utilities over and across the premises formerly included within the boundaries of Mt. Vernon Cemetery Road, now vacated, if any such exist. (Parcel 4)
10. Transmission line easement and danger tree offer, including the terms and provisions thereof, granted the United States of America by instrument recorded March 9, 1949, in Book 391, Page 573, Lane County Oregon Deed Records.
11. Public utility easement, including the terms and provisions thereof, granted the City of Eugene, by instrument recorded October 28, 1971, Reception No. 70389, Lane County Official Records.
12. Improvement Agreement and Application for Sewer Hookup, including the terms and provisions thereof, between Barbara Parmenter and the City of Springfield, recorded November 2, 1993, Reception No. 9370802, Lane County Official Records.
13. Grant of Easement, including the terms and provisions thereof, granted Barbara K. Parmenter, by instrument recorded February 2, 1995, Reception No. 9507275, Lane County Official Records.
14. Grant of Easement, including the terms and provisions thereof, granted Barbara K. Parmenter, as Trustee of the Barbara K. Parmenter Living Trust dated August 14, 1993, by instrument recorded February 7, 1995, Reception No. 9508222, Lane County Official Records.
15. Deed of Trust, including the terms and provisions thereof, executed by Barbara K. Parmenter, Grantor, to Evergreen Land Title, Trustee, for the benefit of Mortgage Electronic Registration Systems, Inc., (MERS) acting solely as a nominee for M&T Bank, Beneficiary, dated November 19, 2007, recorded November 27, 2007, Reception No. 2007-078954, Lane County Deeds and Records, to secure payment of a note in the amount of \$292,000.00. (A portion of Parcel 3)
The beneficial interest under said Deed of Trust was duly assigned of record to JPMorgan Chase Bank, National Association, by assignment recorded February 7, 2013, Reception No. 2013-007794, Lane County Deeds and Records.
16. Right, Title and Interest of Bobbi, LLC, as the Grantee in Bargain and Sale Deed recorded February 8, 2008, Reception No. 2008-007110, Lane County Deeds and Records. (A portion of Parcel 3)

17. Judgment in the State Circuit Court, against Bobbi LLC, in favor of Gerald Thomas, docketed September 30, 2010, Judgment No. 1, Case No. 12-09-26379, in the amount of \$4,552.00, plus interest. (A portion of Parcel 3)
18. Judgment in the State Circuit Court, against Bobbi LLC, in favor of Gerald Thomas, docketed September 30, 2010, Judgment No. 2, Case No. 12-09-26379, in the amount of \$7,776.00, plus \$497.05, all plus interest. (A portion of Parcel 3)
19. Warrant, filed by State of Oregon, Department of Revenue, against Bobbi LLC, Reference No. R059901384, recorded November 16, 2010, Reception No. 2010-058350, Lane County Deeds and Records, in the amount of \$2,899.98, plus interest. (A portion of Parcel 3)
20. Discrepancies, conflicts in boundary lines, shortage in area, encroachments or any other facts which a correct survey would disclose.
21. Suit in the Circuit Court of the State of Oregon for the County of Lane, Case No. 16-12-18532, filed September 10, 2012, entitled Barbara K. Parmenter, Julie Suzanne Keeney and Linda Christine Bender, vs. Umpqua Bank and First American Title Insurance, now pending.
Judgment of Dismissal filed in said case on April 30, 2013.
Second Notice of Appeal filed in said case on June 21, 2013.
NOTE: A search of the records does not disclose a Notice of Pendency of an Action having been recorded in Lane County Official Records pursuant to ORS 93.740.

NOTE: The property address as shown on the Assessor's Roll is:

5349 Ivy Street
Springfield, OR 97478
(Parcel 1)

NOTE: Taxes, Account No. 1292430, Assessor's Map No. 18 02 04, #310, Code 19-00, 2012-2013, in the amount of \$132.03, PAID IN FULL. (Parcel 1)
Taxes, Account No. 1296944, Assessor's Map No. 18 02 04, #311, Code 19-00, 2012-2013, in the amount of \$63.74, PAID IN FULL. (Parcel 2)
Taxes, Account No. 0560829, Assessor's Map No. 18 02 04, #313, Code 19-37, 2012-2013, in the amount of \$17.44, PAID IN FULL. (Parcel 3)
Taxes, Account No. 1584158, Assessor's Map No. 18 02 04, #313, Code 19-00, 2012-2013, in the amount of \$93.21, PAID IN FULL. (Parcel 3)

NOTE: A judgment search has been made on the above named Vestee(s), and we find NONE except as set forth above.

NOTE: As of the date hereof, there are no matters against HAYDEN HOMES, LLC, which would appear as exceptions in the policy to issue, except as shown herein.

NOTE: According to the public record, the following deed(s) affecting the property herein described have been recorded within 24 months of the effective date of this report:

Trustee's Deed recorded September 19, 2012, Reception No. 2012-047857, Lane County Deeds and Records.

NOTE: This report is being supplemented to add new exception nos. 6 and 19, to update exception nos. 20 and 21, and to update the report.

NOTE: The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than the amount, if any, set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties.

Order No. 0277836
Page 4

NOTE: Recording charge for a RESPA transaction (all transfer and loan documents):
RESPA Residential Sale and Purchase \$172.00.
RESPA Residential Loan/Refinance \$142.00.
RECORDING CHARGES ARE SUBJECT TO CHANGE WITHOUT NOTICE.

This report is preliminary to the issuance of a policy of title insurance and shall become null and void unless a policy is issued and the full premium paid.

Cascade Title Co.

sm: Title Officer: DEBBIE FORSTROM

CC: DON LEMKE BROKER
ATTN: DON LEMKE
1073 COBURG ROAD
EUGENE, OR 97401

CC: HAYDEN HOMES, LLC
ATTN: JESSE LOVRIEN
EMAIL: JLOVRIEN@HAYDEN-HOMES.COM

CC: C. W. WALKER & ASSOCIATES
ATTN: MATT HOGAN
EMAIL: MHOGAN777@AOL.COM

CC: UMPQUA BANK
EMAIL: SAMTEYEMA@UMPQUABANK.COM

PROPERTY DESCRIPTION

PARCEL 1:

Beginning at a point being North 0° 01' 45" West 2028.60 feet and South 89° 25' 40" West 668.88 feet from the East Southeast corner of the R.G. Hixon Donation Land Claim No. 47, in Township 18 South, Range 2 West of the Willamette Meridian, said point also being on the East right of way line of a Bonneville Power Administration line easement; thence along said East right of way line South 3° 25' West 442.26 feet; thence leaving said East right of way line and crossing said easement South 89° 25' 40" West 225.54 feet to the West right of way line of said easement; thence along said West right of way North 3° 25' East 442.26 feet to the South margin of the Weyerhaeuser Booth-Kelly Road; thence along said South margin North 89° 25' 40" East 225.54 feet to the point of beginning, in Lane County, Oregon.

EXCEPTING that portion lying Easterly of the West line of Royal Ridge as platted and recorded in File 73, Slide 225, Lane County Oregon Plat Records, in Lane County, Oregon.

PARCEL 2:

Beginning at a point begin North 1580.45 feet and West 696.22 feet from the East Southeast corner of the R.G. Hixon Donation Land Claim No. 47, in Township 18 South, Range 2 West of the Willamette Meridian, point also being on the East right of way of a Bonneville Power Administration line easement; thence along said East right of way line South 3° 25' 00" West 504.34 feet; thence leaving said East right of way line West 20.04 feet; thence North 3° 25' 00" East 291.64 feet; thence South 89° 25' 40" West 205.48 feet to the West right of way of said Easement; thence along said West right of way line North 3° 25' 00" East 212.50 feet; thence leaving said West right of way line and crossing said right of way North 89° 25' 40" East 225.54 feet to the point of beginning, in Lane County, Oregon.

EXCEPTING that portion lying Easterly of the West line of Royal Ridge as platted and recorded in File 73, Slide 225, Lane County Oregon Plat Records, in Lane County, Oregon.

Continued-

Property Description Continued -

PARCEL 3:

Beginning at a point being North 89° 48' 30" West 482.78 feet from the East Southeast corner of the R.G. Hixon Donation Land Claim No. 47, in Township 18 South, Range 2 West of the Willamette Meridian; thence North 89° 48' 30" West 532.93 feet to the true point of beginning; thence North 3° 25' East 390.00 feet; thence South 89° 48' 30" East 205.25 feet; thence North 3° 25' East 686.2 feet to the Southwest corner of Royal Ridge, as platted and recorded in File 73, Slide 225, Lane County Oregon Plat Records; thence North 03° 25' East along the West line of said Royal Ridge to the South line of Parcel II as conveyed to James D. Parmenter and Barbara K. Parmenter by Warranty Deed recorded June 18, 1979, Reception No. 79-35384, Lane County Official Records; thence along the South line of said Parmenter tract South 89° 25' 40" West, a distance of 205.48 feet, more or less, to the Southwest corner thereof; thence North 03° 25' East 654.76 feet to the South margin of Weyerhaeuser Booth-Kelly Road; thence West along the South line of the Weyerhaeuser Booth-Kelly Road 594.58 feet, more or less, to the West line of said Hixon Donation Land Claim; thence South along the West line of said Hixon Donation Land Claim to a point that is 1523.05 feet North and 1489.0 feet West of the Most Easterly Southeast corner of said Hixon Donation Land Claim; thence East 266.61 feet; thence South 269.67 feet; thence South 60.0 feet to the Southeast corner of that 60.0 foot roadway as described in that Street Deed to the City of Springfield, recorded January 5, 1979, Reception No. 79-00757; thence West 244.61 feet to a point that is 22.0 feet East (at right angles to) of the West line of said Hixon Donation Land Claim; thence South parallel with the West line of said Hixon Donation Land Claim, to the Northwest corner of that certain tract of land conveyed to David N. Birdseye, et ux, by deed recorded February 17, 1950, in Book 409, Page 540, Lane County Oregon Deed Records; thence North 89° 40' East 100 feet to the Northeast corner of said Birdseye tract; thence South along the East line of said Birdseye tract 240.0 feet to the Southeast corner of said Birdseye tract; thence North 89° 40' East 177.30 feet to the angle corner on the East line of said Hixon Donation Land Claim; thence South 89° 48' 30" West along the South line of said Hixon Donation Land Claim to the true point of beginning, in Lane County, Oregon.

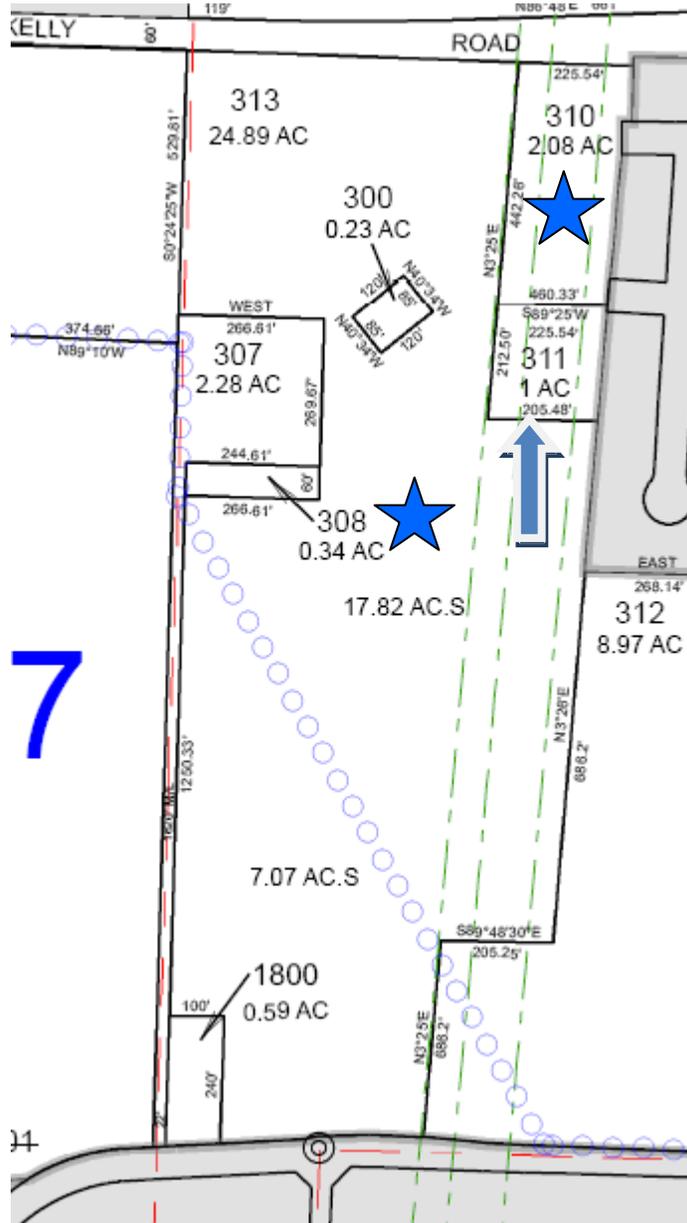
TOGETHER WITH that portion of vacated Mt. Vernon Cemetery Road, if any, inuring to said tract of land by operation of law, under Order No. 81-9-30-9, recorded February 17, 1987, Reception No. 8707542, Lane County Official Records, in Lane County, Oregon.

EXCEPTING THEREFROM that portion within the following described tract: A parcel of land lying in the Northeast 1/4 of Section 4, Township 18 South, Range 2 West of the Willamette Meridian, and being further described as follows: Commencing at the intersection of South 55th Place with the centerline of Ivy Street; and run thence North 88° 00' West along the centerline of said Ivy Street and its Westerly extension, 460.33 feet; thence North 40° 34' 00" West, 38.03 feet to the point of beginning of the parcel herein described; from the point of beginning run thence South 40° 34' 00" East, 85.00 feet; thence South 49° 26' 00" West, 120.00 feet; thence North 40° 34' 00" West, 85.00 feet; thence North 49° 26' 00" East, 120.00 feet to the point of beginning, in Springfield, Lane County, Oregon.

ALSO EXCEPT that portion granted to Lane County by judgment entered December 11, 1998, in Lane County Circuit Court Case No. 16-97-03333, in Lane County, Oregon.



MAP NO.
18-02-04-00



THIS MAP IS TO ASSIST LOCATING PROPERTY.
CASCADe TITLE CO. ASSUMES NO LIABILITY FOR INACCURACIES.

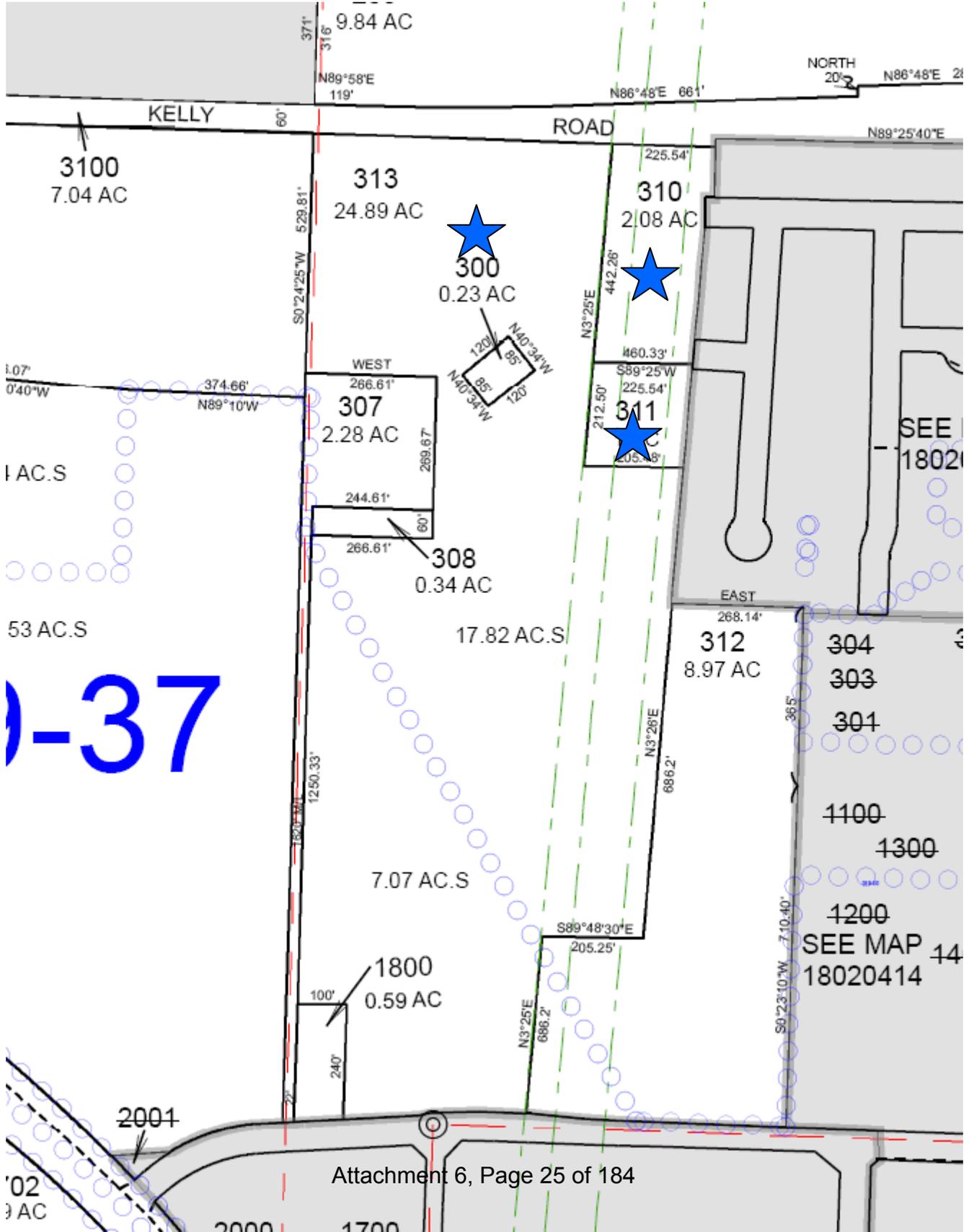


MAP NO.
18-02-04-00

THIS MAP IS TO ASSIST LOCATING PROPERTY.
CASCADE TITLE CO. ASSUMES NO LIABILITY FOR INACCURACIES.

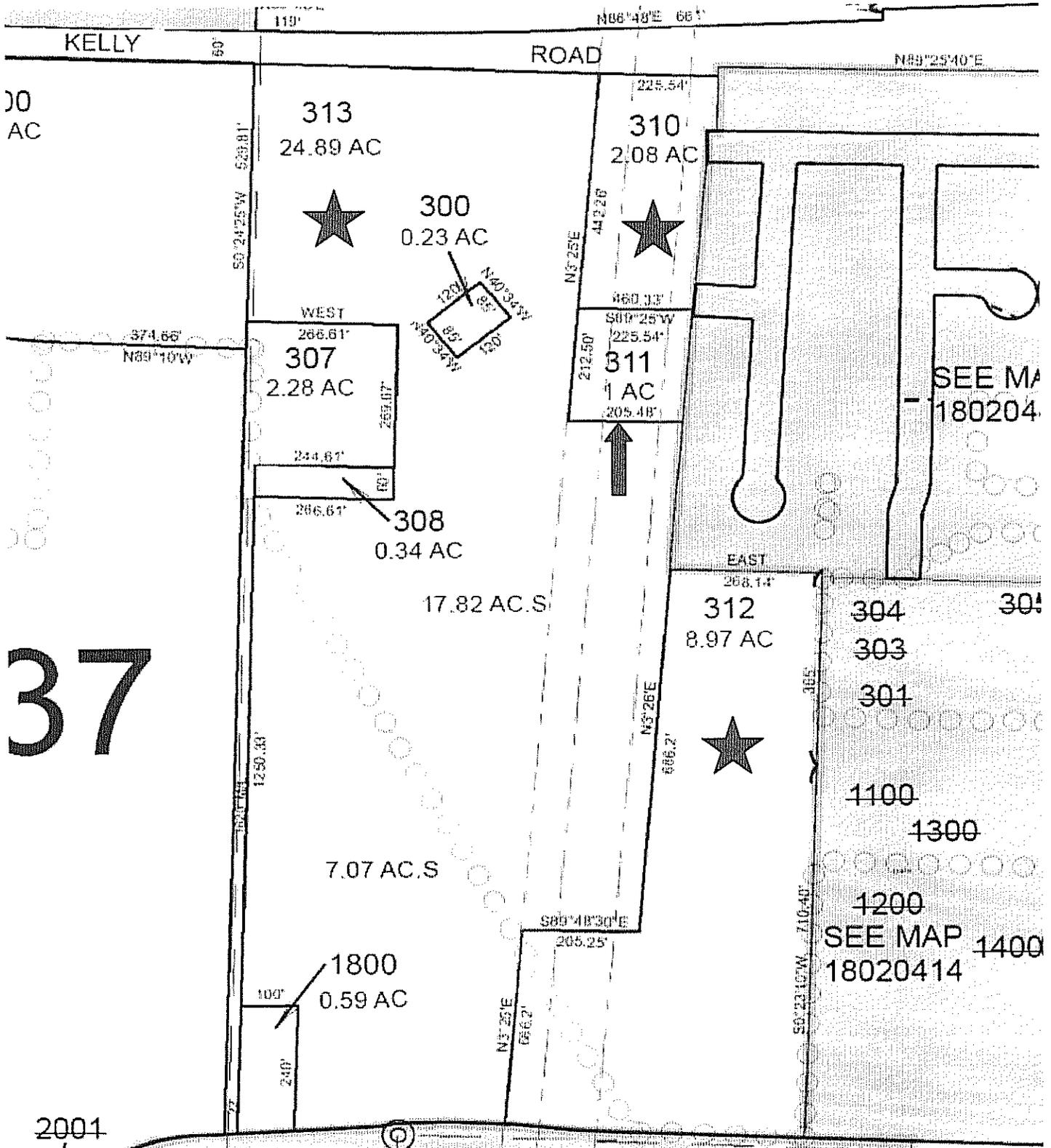


MAP NO.
18-02-04-00





MAP NO.
18-02-04-00



37

2001

THIS MAP IS TO ASSIST LOCATING PROPERTY.
CASCADe TITLE CO. ASSUMES NO LIABILITY FOR INACCURACIES.

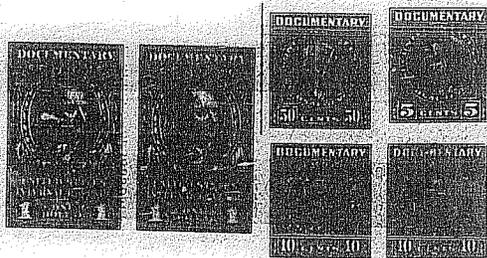
TRANSMISSION LINE EASEMENT

The GRANTOR, herein so styled whether one or more, EDWIN R. WILLIAMS and M. GERTRUDE WILLIAMS, husband and wife,

for and in consideration of the sum of TWO THOUSAND TWO HUNDRED - - - - - Dollars (\$ 2,200.00), in hand paid by the UNITED STATES OF AMERICA, receipt of which is hereby acknowledged, hereby grants, bargains, sells, and conveys to the UNITED STATES OF AMERICA and its assigns, a perpetual easement and right to enter and erect, operate, maintain, repair rebuild, and patrol one or more electric power transmission lines and appurtenant signal lines, poles, towers, wires, cables, and appliances necessary in connection therewith, in, upon, over, under, and across the following-described parcel of land in the County of Lane , in the State of Oregon , to wit:

That portion of that part of the R. G. Hixon Donation Land Claim No. 47 in Section 4, Township 18 South, Range 2 West of the Willamette Meridian, Lane County, Oregon, described as: Beginning at a point on the east line of the R. G. Hixon Donation Land Claim No. 47 in Section 4, Township 18 South, Range 2 West, Willamette Meridian, said point being South a distance of 2716.4 feet from the northeast corner of the R. G. Hixon Donation Land Claim No. 86 in Section 33, Township 17 South, Range 2 West, Willamette Meridian; thence West a distance of 1489.0 feet, more or less, to the West line of said Donation Land Claim No. 47; thence South along the West line of said Claim No. 47 to the center of the Lane County Road No. 315; thence Easterly along the center of said County Road and the south line of the north portion of said Claim No. 47 a distance of 18.25 chains; thence North a distance of 22 rods, 1 foot, 2 inches; thence East a distance of 17 rods, 3 feet, 10 inches to the east line of said Claim No. 47; thence north along the east line of said Claim No. 47 to the point of beginning, except therefrom a tract of land containing three acres more or less, deed to the Mount Vernon Cemetery, which lies within a strip of land 225 feet in width, the boundaries of said strip lying 162.5 feet distant westerly from, and 62.5 feet distant easterly from, and parallel to the survey line of the Lebanon-Goshen transmission line, as now located and staked on the ground over, across, upon, and/or adjacent to the above described property, said survey line being particularly described as follows:

Beginning at survey station 2043 + 14.0 a point on the north line of the R. G. Hixon Donation Land Claim No. 86 in Section 33, Township 17 South, Range 2 West, Willamette Meridian, said point being N. 88° 15' W. a distance of 567.5 feet from the northeast corner of said Donation Land Claim No. 86; thence S. 5° 05' W. a distance of 4752.0 feet to survey station 2095 + 63.0 a point on the north line of the John Smith Donation Land Claim No. 48 in Section 4, Township 18 South, Range 2 West, Willamette Meridian, said point being S. 86° 09' E. a distance of 341.3 feet from the northwest corner of said Donation Land Claim No. 48.



together with the right to clear said parcel of land and keep the same clear of all brush, timber, structures, and fire hazards, provided however, the words "fire hazards" shall not be interpreted to include growing crops; and also the present and future right to top, limb, fell, and remove all growing trees, dead trees or snags (collectively called "danger trees") located on Grantor's land adjacent to said parcel of land, which could fall upon or against said transmission and signal line facilities.

TO HAVE AND TO HOLD said easement and rights unto the UNITED STATES OF AMERICA and its assigns, forever.

The Grantor covenants to and with the UNITED STATES OF AMERICA and its assigns that the title to all brush and timber cut and removed from said parcel of land and also all growing trees, dead trees or snags (collectively called "danger trees") cut and removed from Grantor's land adjacent to said parcel of land, is and shall be vested in the UNITED STATES OF AMERICA and its assigns and that the consideration paid for conveying said easement and rights herein described is accepted as full compensation for all damages incidental to the exercise of any of said rights.

The Grantor also covenants to and with the UNITED STATES OF AMERICA that Grantor is lawfully seized and possessed of the lands aforesaid; has a good and lawful right and power to sell and convey same; that same are free and clear of encumbrances, except as above indicated; and that Grantor will forever warrant and defend the title to said easement and the quiet possession thereof against the lawful claims and demands of all persons whomsoever.

Dated this 2 day of March, 1949

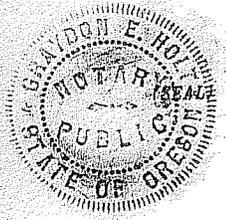
Edwin R. Williams
Edwin R. Williams

M. Gertrude Williams
M. Gertrude Williams

STATE OF Oregon)
) ss:
COUNTY OF Lane)

On the 2 day of March, 1949, personally came before me, a notary public in and for said County and State, the within-named EDWIN R. WILLIAMS and M. GERTRUDE WILLIAMS, husband and wife, to me personally known to be the identical persons described in and who executed the within and foregoing instrument and acknowledged to me that they executed the same as their own free and voluntary act and deed, for the uses and purposes therein mentioned.

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



Graydon E. Holt
Notary Public in and for the
State of Oregon
Residing at Portland
My commission expires: 12-1-49

TRANSMISSION LINE EASEMENT
88436
From
EDWIN R. WILLIAMS ET UX
to
UNITED STATES OF AMERICA

State of Oregon,
County of Lane—ss.
I, Harry T. Chase, County Clerk and
ex-officio Recorder of County, do hereby certify
and for said County, do hereby certify
that the within instrument was received
for record at

1949 MAR 9 PM 3 45

and
Recorded 391 on Page 573-5
In Book
Lane County D. E. D. Records.
HARRY T. CHASE, County Clerk.
By Graydon E. Holt Deputy.

Return
Bonneville Power Administration
Title Dept. Land Section
P. O. Box No. 3537
Portland 8, Oregon

2-5

TRANSMISSION LINE EASEMENT

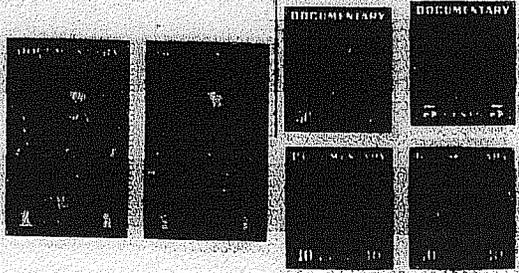
The GRANTOR, herein so styled whether one or more, EDWIN R. WILLIAMS and M. GERTRUDE WILLIAMS, husband and wife,

for and in consideration of the sum of TWO THOUSAND TWO HUNDRED - - - - - Dollars (\$ 2,200.00),

in hand paid by the UNITED STATES OF AMERICA, receipt of which is hereby acknowledged, hereby grants, bargains, sells, and conveys to the UNITED STATES OF AMERICA and its assigns, a perpetual easement and right to enter and erect, operate, maintain, repair rebuild, and patrol one or more electric power transmission lines and appurtenant signal lines, poles, towers, wires, cables, and appliances necessary in connection therewith, in, upon, over, under, and across the following-described parcel of land in the County of Lane , in the State of Oregon , to wit:

That portion of that part of the R. G. Hixon Donation Land Claim No. 47 in Section 4, Township 18 South, Range 2 West of the Willamette Meridian, Lane County, Oregon, described as: Beginning at a point on the east line of the R. G. Hixon Donation Land Claim No. 47 in Section 4, Township 18 South, Range 2 West, Willamette Meridian, said point being South a distance of 2716.4 feet from the northeast corner of the R. G. Hixon Donation Land Claim No. 86 in Section 33, Township 17 South, Range 2 West, Willamette Meridian; thence West a distance of 1489.0 feet, more or less, to the West line of said Donation Land Claim No. 47; thence South along the West line of said Claim No. 47 to the center of the Lane County Road No. 315; thence Easterly along the center of said County Road and the south line of the north portion of said Claim No. 47 a distance of 18.25 chains; thence North a distance of 22 rods, 1 foot, 2 inches; thence East a distance of 17 rods, 3 feet, 10 inches to the east line of said Claim No. 47; thence north along the east line of said Claim No. 47 to the point of beginning, except therefrom a tract of land containing three acres more or less, deed to the Mount Vernon Cemetery, which lies within a strip of land 225 feet in width, the boundaries of said strip lying 162.5 feet distant westerly from, and 62.5 feet distant easterly from, and parallel to the survey line of the Lebanon-Goshen transmission line, as now located and staked on the ground over, across, upon, and/or adjacent to the above described property, said survey line being particularly described as follows:

Beginning at survey station 2043 + 14.0 a point on the north line of the R. G. Hixon Donation Land Claim No. 86 in Section 33, Township 17 South, Range 2 West, Willamette Meridian, said point being N. 88° 15' W. a distance of 567.5 feet from the northeast corner of said Donation Land Claim No. 86; thence S. 5° 05' W. a distance of 4752.0 feet to survey station 2095 + 66.0 a point on the north line of the John Smith Donation Land Claim No. 48 in Section 4, Township 18 South, Range 2 West, Willamette Meridian, said point being S. 88° 09' E. a distance of 341.3 feet from the northwest corner of said Donation Land Claim No. 48.



together with the right to clear said parcel of land and keep the same clear of all brush, timber, structures, and fire hazards, provided however, the words "fire hazards" shall not be interpreted to include growing crops; and also the present and future right to top, limb, fell, and remove all growing trees, dead trees or snags (collectively called "danger trees") located on Grantor's land adjacent to said parcel of land, which could fall upon or against said transmission and signal line facilities.

TO HAVE AND TO HOLD said easement and rights unto the UNITED STATES OF AMERICA and its assigns, forever.

The Grantor covenants to and with the UNITED STATES OF AMERICA and its assigns that the title to all brush and timber cut and removed from said parcel of land and also all growing trees, dead trees or snags (collectively called "danger trees") cut and removed from Grantor's land adjacent to said parcel of land, is and shall be vested in the UNITED STATES OF AMERICA and its assigns and that the consideration paid for conveying said easement and rights herein described is accepted as full compensation for all damages incidental to the exercise of any of said rights.

The Grantor also covenants to and with the UNITED STATES OF AMERICA that Grantor is lawfully seized and possessed of the lands aforesaid; has a good and lawful right and power to sell and convey same; that same are free and clear of encumbrances, except as above indicated; and that Grantor will forever warrant and defend the title to said easement and the quiet possession thereof against the lawful claims and demands of all persons whomsoever.

Dated this 2 day of March, 1949

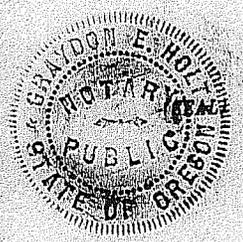
Edwin R. Williams
Edwin R. Williams

M. Gertrude Williams
M. Gertrude Williams

STATE OF *Oregon*)
) ss:
COUNTY OF *Lane*)

On the *2* day of *march*, 19*49*, personally came before me, a notary public in and for said County and State, the within-named EDWIN R. WILLIAMS and M. GERTRUDE WILLIAMS, husband and wife, to me personally known to be the identical persons described in and who executed the within and foregoing instrument and acknowledged to me that they executed the same as their own free and voluntary act and deed, for the uses and purposes therein mentioned.

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



Raymond E. Holt
Notary Public in and for the
State of *Oregon*
Residing at *Portland*
My commission expires: *12-1-49*

State of Oregon,
County of Lane—ss.
I, Harry L. Chase, County Clerk and ex-officio Recorder of Conveyance, in and for said County, do hereby certify that the within instrument was received for record at

1949 MAR 9 PM 3 45

and
Recorded 391 on Page 573-5
In Book

Lane County D. E. E. D. Records
HARRY L. CHASE, County Clerk.
By *Raymond E. Holt* Deputy

Return
Bonneville Power Administration
Title Unit, Land Section
P. O. Box No. 5537
Portland 8, Oregon

TRANSMISSION LINE EASEMENT
88436
From
EDWIN R. WILLIAMS ET UX
to
UNITED STATES OF AMERICA

70889

KNOW ALL MEN BY THESE PRESENTS:

For true and actual consideration of No Dollars, the undersigned hereby grants a perpetual easement to the City of Eugene, Oregon, a municipal corporation, of Lane County, Oregon, by and through the Eugene Water & Electric Board, together with any joint user with whom it may contract, with the right to place, construct, operate, maintain, inspect, reconstruct, repair, keep clear and remove, electric light, electric power, telephone and telegraph equipment, lines, poles, guys and appliances necessary or convenient in connection therewith, upon, across, over and/or under the following described property situated in Lane County, Oregon:

A strip of land 10 feet in width being that part of that tract of land described by that deed recorded in Book 275, Page 298 of Lane County Oregon Deed Records, which lies within 5 feet on each side of the following described line:

Commencing at the Easterly Southeast Corner of the R. G. Hixon Donation Land Claim Number 47, Township 18 South, Range 2 West of the Willamette Meridian, and run thence North along the East Line of said Claim 1509.3 feet to the TRUE POINT OF BEGINNING; thence leaving said East Line of Claim South 75°53' West 37.9 feet; thence South 79°13' West 254.5 feet to EWEB pole number 6710; thence South 88°52' West 250.7 feet; thence North 84°39' West 247.4 feet; thence North 82°08' West 243.8 feet to EWEB pole Number 6713; thence South 87°34' West 159.7 feet; thence North 88°03' West 141 feet to a point and there terminating.

ANCHOR STRIP No. 1

A strip of land 5 feet in width being that part of the above described tract of land which lies within 2.5 feet on each side of the following described line:

Beginning at above described EWEB pole number 6710 run South 1°14' East 21 feet to a point and there terminating.

ANCHOR STRIP No. 2

A strip of land 5 feet in width being that part of said tract, which lies within 2.5 feet on each side of the following described line:

Beginning at above described EWEB pole number 6713 run North 10°54' East 30 feet to a point and there terminating.

The grantee and its joint users shall at all times have the rights and privileges therein necessary or convenient for the full enjoyment and use thereof for the purposes above described, including the right of ingress and egress to and from the real property of the grantors for the purposes herein mentioned; and also the right to remove trees, limbs of trees, undergrowth or other obstructions on said property of the grantors, that overhang or otherwise endanger the property of the grantee. TO HAVE AND TO HOLD the same unto the Grantee, its successors and assigns forever; and the rights, conditions and provisions of this easement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns of the respective parties hereto.

70189

IN WITNESS WHEREOF, the undersigned has executed this instrument this day of Oct 27, 1971.

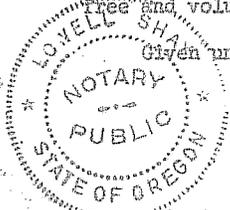
Witness:

M. Gertrude Williams

STATE OF Oregon ss:
COUNTY OF Lane

On this day personally appeared before me M. Gertrude Williams

to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that she signed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.



Given under my hand and official seal this 27th day of October 1971.

Lovell Shaw
Notary Public in and for the state of Oregon
residing at Eugene

My Commission expires: Dec 26 1972

70189

Easement, Page 2

State of Oregon,
County of Lane--ss.
I, D. M. Penfold, Director of the
Department of Records and Elections,
in and for the said County, do hereby
certify that the within instrument was
received for record at

1971 OCT 28 PM 1 37 5

Reel 555R

Lane County OFFICIAL RECORDS.

D. M. PENFOLD, Director of the
Department of Records & Elections.

By [Signature]
Deputy

CRS-083-05

300

7001 400 11-28-71 7 1 9 4 8

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3370802

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 \$0.17 per square foot of the benefiting property for the first 150 feet of depth as a deposit against future assessments for sanitary sewer.

part of:
Tax Lot No. 18 02 04 00 00300

Receipt No. 10668

Property Description: _____ Address 5409 Ivy Street

SEE ATTACHMENT "A"

§149NOV.02'93H03REC 10.00
§149NOV.02'93H03PFUND 10.00

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.

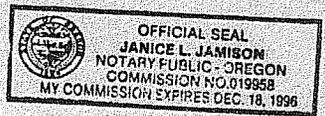
The covenants herein contained shall run with the land herein described, and shall be binding upon the heirs, executors, assigns, administrators, and successors of the parties hereto, and shall be construed to be a benefit and a burden upon the property herein described. This agreement shall be recorded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

WHEREFORE, the parties have set their hand and seal this 22 day of October, 1993

CITY OF SPRINGFIELD
By Dan E. Brown
Director of Public Works

APPLICANT
Barbara Parmenter

STATE OF OREGON)
) SS
COUNTY OF LANE)
On this 22 day of October, 1993, the applicant personally appeared before me and signed the above document.



Janice L. Jamison
Notary Public for Oregon
My Commission expires 12/18/96

Finance Department Information: _____
Trunk Sewer _____ Lateral Sewer 85' * 120' * \$0.17/sf = \$1,734.00

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

M 11
H 484



9370802

ATTACHMENT "A"

Schaudt, Stemm & Wild, Inc.

CONSULTING ENGINEERS, SURVEYORS AND PLANNERS

388 High Street

Eugene, Oregon 97401

503/485-8383

FAX 503/485-3582

March 3, 1993

Job No. 93-4191

**DESCRIPTION FOR BARBARA PARKENTER
New House Site**

A parcel of land lying in the Northeast 1/4 of Section 4, Township 18 South, Range 2 West of the Willamette Meridian, and being further described as follows:

Commencing at the intersection of the centerline of South 55th Place with the centerline of Ivy Street, and run thence North 88°00' West along the centerline of said Ivy Street and its westerly extension, 478.00 feet; thence North 20°00' West, 9.70 feet to the Point of Beginning of the parcel herein described; from the Point of Beginning run thence South 20°00' East, 85.00 feet; thence South 70°00' West, 120.00 feet; thence North 20°00' West, 85.00 feet; thence North 70°00' East, 120.00 feet to the Point of Beginning, in Springfield, Lane County, Oregon.

REGISTERED
PROFESSIONAL
LAND SURVEYOR

OREGON
JULY 9, 1900
DONN E. STEMM
715

License expires 12-31-94

9370802

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

2 NOV 93 2:00

Reel
1892R

Lane County OFFICIAL Records.
Lane County Clerk

By:

18 02 04 00 00300
MII

⊗ H484

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9507275 GRANT OF EASEMENT

Pursuant to ORS 205.234, the following information is provided:

- 1. Name of Transaction: Grant of Easement
- 2. Name of Parties: Grantor: Julie Suzanne Ehrich and Linda Christine Bender, Co-Trustees of the Barbara K. Parmenter Irrevocable Trust dated July 15, 1992
Grantee: Barbara K. Parmenter
- 3. Person to Whom Documents to be Returned: *Barbara Parmenter*
P.O. Box 10
Truist, Oregon
- 4. True and Actual Consideration: Other than Money 4256FEB.02 95H07REC 35.00
4256FEB.02 95H07PFUND 10.00
- 5. Please Send Tax Statements to: No Change 4256FEB.02 95H07A&T FUND 20.00
- 6. Information Required by ORS 205.125: N/A

THIS AGREEMENT is made and entered into this 1 day of February, 1995, by and between Julie Suzanne Ehrich and Linda Christine Bender, Co-Trustees of the Barbara K. Parmenter Irrevocable Trust dated July 15, 1992, herein referred to as "Grantor" and Barbara K. Parmenter, herein referred to as "Grantee."

RECITALS

WHEREAS, Grantor is the owner of certain real property in Lane County, Oregon, which includes a 20 foot wide driveway as more particularly described as:

A strip of land 20 feet in width and lying 10 feet left and right of the following described centerline: Beginning at the intersection of the centerline of Ivy Street (60. feet wide) with the west boundary of Royal Ridge, as platted and recorded in File 73, Slides 225 and 226, Lane County Oregon Plat Records, and run thence along the center of an existing gravel drive as follows: North 88° 55' West, 83.5 feet; South 83° 31' West, 48.0 feet, South 75° 55' West, 96.5 feet; and South 74° 17' West 115.18 feet to the Point of Termination, in Springfield, Lane County, Oregon.
The north and south lines of the property herein described terminate at a

9507275

point bearing North 49° 26' East, 23.80 feet and South 49° 26' West, 23.80 feet, respectively, from the above described Point of Termination.

which real property shall hereinafter be referred to as Parcel I;

WHEREAS, Grantee is the owner of that certain real property in Lane County, Oregon, more particularly described as:

A parcel of land lying in the Northeast 1/4 of Section 4, Township 18 South, Range 2 West of the Willamette Meridian, and being further described as follows:

Commencing at the intersection of South 55th Place with the centerline of Ivy Street; and run thence North 88° 00' West along the centerline of said Ivy Street and its westerly extension, 460.33 feet; thence North 40° 34' 00" West, 38.03 feet to the Point of Beginning of the parcel herein described; from the Point of Beginning run thence South 40° 34' 00" East, 85.00 feet; thence South 49° 26' 00" West, 120.00 feet; thence North 40° 34' 00" West, 85.00 feet; thence North 49° 26' 00" East, 120.00 feet to the Point of Beginning, in Springfield, Lane County, Oregon.

which real property shall hereafter be referred to as Parcel II;

WHEREAS, Parcel I and Parcel II are adjacent to each other in that the western boundary of Parcel I constitutes a portion of the Southeastern boundary line of Parcel II.

WHEREAS, Parcel I consists of a driveway running from Ivy Street, a public roadway to the southeastern boundary line of Parcel II; and

WHEREAS, Grantor has agreed to grant to Grantee an easement for right of way purposes across the existing roadway pursuant to the terms and conditions of this agreement.

W I T N E S S E T H

WHEREFORE in consideration of the mutual covenants herein contained and other valuable consideration, the receipt and sufficiency of which is acknowledged, the parties hereby agree as follows:

1. Recitals: The recitals set forth above are hereby made a part of this agreement as though fully set forth herein.
2. Grant of Easement: Grantor, for itself, its heirs, successors and assigns, as the owner of Parcel I, hereby grants and conveys to Grantee, her heirs, successors and assigns, as the owner of Parcel II, an Irrevocable, non-exclusive easement over and across the existing roadway described above as Parcel I.

Page 2 - GRANT OF EASEMENT

9507275

3. Use of Easement: Grantee shall have the right to use the easement for the purpose of ingress and egress over and across the existing roadway from the public roadway to Parcel II or maintenance to the existing roadway.

4. Maintenance: All costs incurred in improving and maintaining the roadway shall be borne by the parties, or their successors, based upon their use of the roadway.

5. Insurance; Indemnification: Each party shall, upon execution of this instrument provide evidence to the other party that public liability insurance is in force at all times relating to all activities, conditions, operations, and usages on or about Parcel I. Each party hereby indemnifies and holds harmless the other party from any liability arising out of the usage of Parcel I.

6. Condemnation; Dedication: In the event that Parcel I or any part thereof is taken by power of eminent domain, or is conveyed under threat of condemnation and such taking will render the roadway unusable for normal, regular, two-way vehicular ingress and egress, this agreement shall terminate. If such taking does not render the private roadway so unusable, the obligations of the parties shall be abated to the extent of such taking, but this agreement shall otherwise continue in full force and effect. Proceeds from any such condemnation shall belong exclusively to the fee title owner of the property so taken.

If the parties are requested by an appropriate governmental jurisdiction to dedicate Parcel I for public use, or if one of the parties so requests such a dedication, each party shall promptly execute and deliver to such jurisdiction instruments conveying their respective interests in Parcel I for such purposes.

7. Consideration: The parties herein acknowledge that the consideration for the grant of the easement is other than money, and the receipt of which consideration is hereby acknowledged.

8. Easement to Run with the Land: The easement granted by Grantor to Grantee and described hereinabove, shall run with the land and shall be binding upon and shall inure to the benefit of the parties hereto, their heirs, successors and assigns.

9. Duration of Agreement: This agreement shall continue in effect until terminated in a writing, signed by the parties hereto or their heirs, successors and assigns, or is otherwise terminated by operation of this agreement.

10. Delivery of Agreement: Delivery to Grantee by Grantor of this instrument is hereby acknowledged.

11. Breach and Remedies: A failure by either party, their heirs, successors and assigns, to perform any of the conditions or obligations specified herein, shall constitute a breach of this agreement. In the event of a breach, the nonbreaching party shall have the right to pursue any and all remedies available, both at law or in equity.

Page 3 - GRANT OF EASEMENT

9507275

12. Waiver: All the rights of the parties hereunder are cumulative, and no waiver of any breach of this agreement shall effect any subsequent breach. No exercise or partial exercise of any remedy shall be construed to preclude the exercise of any other remedy or of the remainder of any such partially exercised remedy at a later time, or of the same remedy at a later time.

13. Effect of Agreement: This agreement contains the full, final and exclusive statement of the contract of the parties hereunder. No warranty, express or implied by either party arises apart from this writing. If any part of this contract is adjudged invalid, the remainder of this contract shall not thereby be invalidated.

14. Litigation Expenses: In the event this contract is placed in the hands of an attorney for enforcement of the provisions contained herein, the prevailing party shall be entitled to reimbursement from the other party a sum equal to all legal costs, including but not limited to, costs of trial, any appeal therefrom and costs of execution of any judgment, including reasonable attorneys' fees incurred by said prevailing party as a result of the breach.

15. Numbers, Genders and Captions: As used herein, the singular shall include the plural and the plural the singular. The masculine and neuter shall each include the masculine, feminine and neuter as the context so requires. All captions used herein are intended solely for the convenience of reference and in no way limit any of the provisions of this contract.

Executed in Eugene, Oregon, on the day and year first above written.

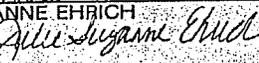
Springfield

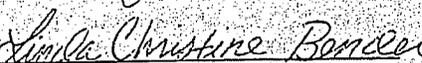


BARBARA K. PARMENTER

BARBARA K. PARMENTER IRREVOCABLE
TRUST DATED JULY 15, 1992

By: 

JULIE SUZANNE EHRIK
Co-Trustee 

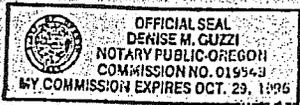
By: 

LINDA CHRISTINE BENDER
Co-Trustee

STATE OF OREGON)
: ss. 9507275
County of Lane)

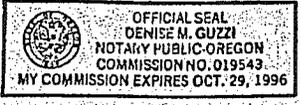
2-1, 1995

Personally appeared the above-named Barbara K. Parmenter who acknowledged the foregoing instrument to be her voluntary act and deed. Before me:



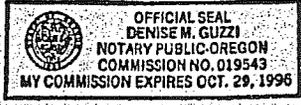
Denise M. Guzzi
Notary Public for Oregon
My commission expires: Oct. 29, 1996

STATE OF OREGON)
: ss.
County of Lane)



2-1, 1995

Personally appeared the above-named Julie Suzanne Ehrich, as Co-Trustee of the Barbara K. Parmenter Irrevocable Trust, who acknowledged the foregoing instrument to be its voluntary act and deed. Before me:

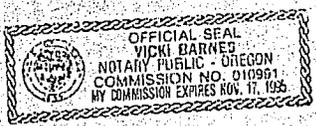


Denise M. Guzzi
Notary Public for Oregon
My commission expires: Oct. 29, 1996

STATE OF OREGON)
: ss.
County of Lane)

2-1, 1995

Personally appeared the above-named Linda Christine Bender, as Co-Trustee of the Barbara K. Parmenter Irrevocable Trust, who acknowledged the foregoing instrument to be its voluntary act and deed. Before me:



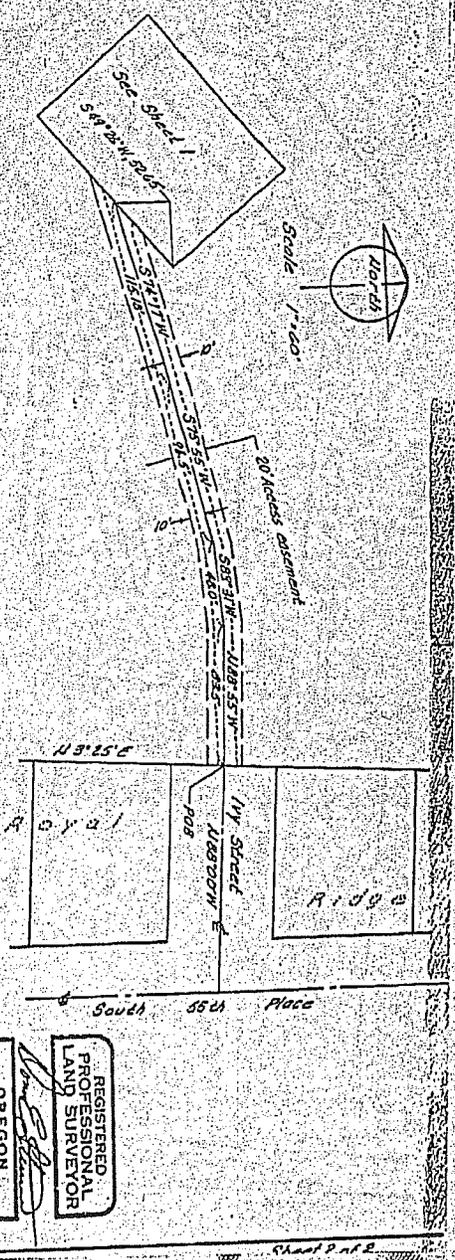
Vicki Barnes
Notary Public for Oregon
My commission expires: Nov. 17, 1995

9507275

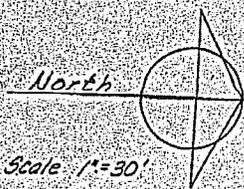
January 27, 1995
Barbara Parmenter
5409 Ivy Street
Springfield, Oregon

Description Access Easement

A easement 20 feet in width for access purposes and lying 10 feet left and right of the following described centerline: Beginning at the intersection of the centerline of Ivy Street (60 feet wide) with the west boundary of Royal Ridge, as platted and recorded in File 73, Slides 223 and 226, Lane County Oregon Plat Records, and run thence along the center of an existing gravel drive as follows: North 88°53' West, 83.5 feet; South 83°31' West, 48.0 feet; South 75°55' West, 96.5 feet; and South 74°17' West, 115.18 feet to the point of termination, in Springfield, Lane County, Oregon. The north-south lines of the easement herein described terminate at a point bearing North 49°26' East, 23.80 feet and South 49°26' West, 23.80 feet, respectively, from the above described point of termination.

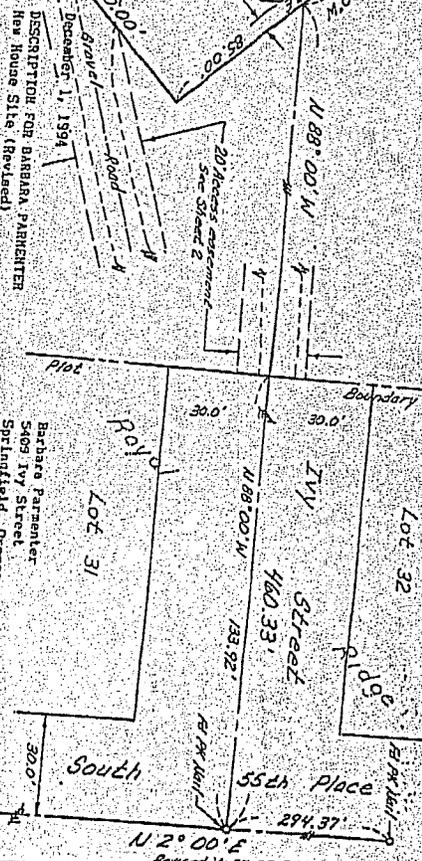


REGISTERED PROFESSIONAL LAND SURVEYOR
OREGON
DAVE STEIN
DONN H. STEIN
Exp. 2-28-92



9507275

REGISTERED
PROFESSIONAL
LAND SURVEYOR
DANN E. STEMM
Exp. 12/31/26



A parcel of land lying in the Northeast 1/4 of Section 9, Township 18 South, Range 2 West of the Willamette Meridian, and being further described as follows:

Commencing at the intersection of South 55th Place with the centerline of Ivy Street, and run thence North 88° 26' 00" East, 120.00 feet to the centerline of said Ivy Street, and its westerly extension, thence North 49° 26' 00" West, 120.00 feet to the Point of Beginning of the parcel North 49° 26' 00" East, 120.00 feet; thence North 40° 34' 00" East, 85.60 feet; thence North 49° 26' 00" East, 120.00 feet to the Point of Beginning, in Springfield, Lane County, Oregon.

I, Dann E. Stemm, Registered Professional Land Surveyor, certify that I have inspected the above described property, and I find said property as shown above with buildings thereon located as shown, and I find no part of any building encroached on adjacent property, nor does any building on adjacent property encroach on the above property, except as shown. This does not constitute a boundary survey, and is subject to any inaccuracies that a subsequent boundary survey may disclose.

Schaudt, Stomm & Wild, Inc.
CONSULTING ENGINEERS,
SURVEYORS AND PLANNERS
707 1406 8222

Revised 11-27-15 DJS
Sheet 1 of 2

9507275

9507275

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

2 FEB 95 11: 19

Reel 2037R

Lane County OFFICIAL RECORDS
Lane County Clerk

By: 
COUNTY CLERK

9508222

GRANT OF EASEMENT

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Pursuant to ORS 205.234, the following information is provided:

- 1. Name of Transaction: Grant of Easement
- 2. Name of Parties:
 - Grantor: Julie Suzanne Ehrich and Linda Christine Bender, Co-Trustees of the Barbara K. Parmenter Irrevocable Trust dated July 15, 1992
 - Grantee: Barbara K. Parmenter, as Trustee of the Barbara K. Parmenter Living Trust Dated August 14, 1993
- 3. Person to Whom Documents to be Returned: Barbara K. Parmenter
P.O. Box D
Theriot, Oregon 97132
- 4. True and Actual Consideration: Other than Money
4462FEB:07:95#05REC 25.00
- 5. Please Send Tax Statements to: No Change
4462FEB:07:95#05PFUND 10:00
4462FEB:07:95#05A&T: FUND 20:00
- 6. Information Required by ORS 205.125: N/A

THIS AGREEMENT is made and entered into this 7 day of FEBRUARY, 1995, by and between Julie Suzanne Ehrich and Linda Christine Bender, Co-Trustees of the Barbara K. Parmenter Irrevocable Trust dated July 15, 1992, herein referred to as "Grantor" and Barbara K. Parmenter, as Trustee of the Barbara K. Parmenter Living Trust Dated August 14, 1993, herein referred to as "Grantee."

RECITALS

WHEREAS, Grantor is the owner of certain real property in Lane County, Oregon, which includes a 20 foot wide driveway as more particularly described as:

A strip of land 20 feet in width and lying 10 feet left and right of the following described centerline: Beginning at the intersection of the centerline of Ivy Street (60. feet wide) with the west boundary of Royal Ridge, as platted and recorded in File 73, Slides 225 and 226, Lane County Oregon Plat Records, and run thence along the center of an existing gravel drive as follows: North 88° 55' West, 83.5 feet; South 83° 31'; West, 48.0

9508222

feet, South 75° 55' West, 96.5 feet; and South 74° 17' West 115.18 feet to the Point of Termination, in Springfield, Lane County, Oregon.

The north and south lines of the property herein described terminate at a point bearing North 49° 26' East, 23.80 feet and South 49° 26' West, 23.80 feet, respectively, from the above described Point of Termination.

which real property shall hereinafter be referred to as Parcel I;

WHEREAS, Grantee is the owner of that certain real property in Lane County, Oregon, more particularly described as:

A parcel of land lying in the Northeast 1/4 of Section 4, Township 18 South, Range 2 West of the Willamette Meridian, and being further described as follows:

Commencing at the intersection of South 55th Place with the centerline of Ivy Street, and run thence North 88° 00' West along the centerline of said Ivy Street and its westerly extension, 460.33 feet; thence North 40° 34' 00" West, 38.03 feet to the Point of Beginning of the parcel herein described; from the Point of Beginning run thence South 40° 34' 00" East, 85.00 feet; thence South 49° 26' 00" West, 120.00 feet; thence North 40° 34' 00" West, 85.00 feet; thence North 49° 26' 00" East, 120.00 feet to the Point of Beginning, in Springfield, Lane County, Oregon.

which real property shall hereafter be referred to as Parcel II;

WHEREAS, Parcel I and Parcel II are adjacent to each other in that the western boundary of Parcel I constitutes a portion of the Southeastern boundary line of Parcel II.

WHEREAS, Parcel I consists of a driveway running from Ivy Street, a public roadway to the southeastern boundary line of Parcel II; and

WHEREAS, Grantor has agreed to grant to Grantee an easement for right of way purposes across the existing roadway pursuant to the terms and conditions of this agreement.

WITNESSETH

WHEREFORE in consideration of the mutual covenants herein contained and other valuable consideration, the receipt and sufficiency of which is acknowledged, the parties hereby agree as follows:

1. Recitals: The recitals set forth above are hereby made a part of this agreement as though fully set forth herein.

2. Grant of Easement: Grantor, for itself, its heirs, successors and assigns, as the

Page 2 - GRANT OF EASEMENT

9508222

owner of Parcel I, hereby grants and conveys to Grantee, her heirs, successors and assigns, as the owner of Parcel II, an irrevocable, non-exclusive easement over and across the existing roadway described above as Parcel I.

3. Use of Easement: Grantee shall have the right to use the easement for the purpose of ingress and egress over and across the existing roadway from the public roadway to Parcel II or maintenance to the existing roadway.

4. Maintenance: All costs incurred in improving and maintaining the roadway shall be borne by the parties, or their successors, based upon their use of the roadway.

5. Insurance; Indemnification: Each party shall, upon execution of this instrument provide evidence to the other party that public liability insurance is in force at all times relating to all activities, conditions, operations, and usages on or about Parcel I. Each party hereby indemnifies and holds harmless the other party from any liability arising out of the usage of Parcel I.

6. Condemnation; Dedication: In the event that Parcel I or any part thereof is taken by power of eminent domain, or is conveyed under threat of condemnation and such taking will render the roadway unusable for normal, regular, two-way vehicular ingress and egress, this agreement shall terminate. If such taking does not render the private roadway so unusable, the obligations of the parties shall be abated to the extent of such taking, but this agreement shall otherwise continue in full force and effect. Proceeds from any such condemnation shall belong exclusively to the fee title owner of the property so taken.

If the parties are requested by an appropriate governmental jurisdiction to dedicate Parcel I for public use, or if one of the parties so requests such a dedication, each party shall promptly execute and deliver to such jurisdiction instruments conveying their respective interests in Parcel I for such purposes.

7. Consideration: The parties herein acknowledge that the consideration for the grant of the easement is other than money, and the receipt of which consideration is hereby acknowledged.

8. Easement to Run with the Land: The easement granted by Grantor to Grantee and described hereinabove, shall run with the land and shall be binding upon and shall inure to the benefit of the parties hereto, their heirs, successors and assigns.

9. Duration of Agreement: This agreement shall continue in effect until terminated in a writing, signed by the parties hereto or their heirs, successors and assigns, or is otherwise terminated by operation of this agreement.

10. Delivery of Agreement: Delivery to Grantee by Grantor of this instrument is hereby acknowledged.

Page 3 - GRANT OF EASEMENT

9508222

11. Breach and Remedies: A failure by either party, their heirs, successors and assigns, to perform any of the conditions or obligations specified herein, shall constitute a breach of this agreement. In the event of a breach, the nonbreaching party shall have the right to pursue any and all remedies available, both at law or in equity.

12. Waiver: All the rights of the parties hereunder are cumulative, and no waiver of any breach of this agreement shall effect any subsequent breach. No exercise or partial exercise of any remedy shall be construed to preclude the exercise of any other remedy or of the remainder of any such partially exercised remedy at a later time, or of the same remedy at a later time.

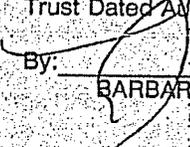
13. Effect of Agreement: This agreement contains the full, final and exclusive statement of the contract of the parties hereunder. No warranty, express or implied by either party arises apart from this writing. If any part of this contract is adjudged invalid, the remainder of this contract shall not thereby be invalidated.

14. Litigation Expenses: In the event this contract is placed in the hands of an attorney for enforcement of the provisions contained herein, the prevailing party shall be entitled to reimbursement from the other party a sum equal to all legal costs, including but not limited to, costs of trial, any appeal therefrom and costs of execution of any judgment, including reasonable attorneys' fees incurred by said prevailing party as a result of the breach.

15. Numbers, Genders and Captions: As used herein, the singular shall include the plural and the plural the singular. The masculine and neuter shall each include the masculine, feminine and neuter as the context so requires. All captions used herein are intended solely for the convenience of reference and in no way limit any of the provisions of this contract.

Executed in Springfield, Oregon, on the day and year first above written.
Eugene

BARBARA K. PARMENTER, as Trustee
of the Barbara K. Parmenter Living
Trust Dated August 14, 1993

By: 
BARBARA K. PARMENTER

BARBARA K. PARMENTER IRREVOCABLE
TRUST DATED JULY 15, 1992

By: 
JULIE SUZANNE EHRICH
Co-Trustee

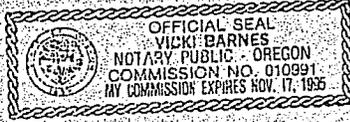
By: 
LINDA CHRISTINE BENDER
Co-Trustee

9508222

STATE OF OREGON)
) ss.
County of Lane)

Feb 7, 1995

Personally appeared the above-named Barbara K. Parmenter, as Trustee of the Barbara K. Parmenter Living Trust Dated August 14, 1993, who acknowledged the foregoing instrument to be her voluntary act and deed. Before me:

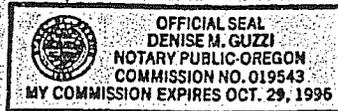


Vicki Barnes
Notary Public for Oregon
My commission expires: NOV. 17, 1995

STATE OF OREGON)
) ss.
County of Lane)

Feb. 7, 1995

Personally appeared the above-named Julie Suzanne Ehrich, as Co-Trustee of the Barbara K. Parmenter Irrevocable Trust, who acknowledged the foregoing instrument to be its voluntary act and deed. Before me:



Denise M. Guzzi
Notary Public for Oregon
My commission expires: OCT. 29, 1995

STATE OF OREGON)
) ss.
County of Lane)

Feb 7, 1995

Personally appeared the above-named Linda Christine Bender, as Co-Trustee of the Barbara K. Parmenter Irrevocable Trust, who acknowledged the foregoing instrument to be its voluntary act and deed. Before me:



Vicki Barnes
Notary Public for Oregon
My commission expires: NOV. 17, 1995

Page 5 - GRANT OF EASEMENT

9508222

9508222

State of Oregon,
County of Lane--s.

I, the County Clerk, in and for the said
County, do hereby certify that the within
instrument was received for record at

7 FEB 9 3: 05

Reel **2038R**

Lane County OFFICIAL Records,
Lane County Clerk

By: 
County Clerk

30
10
11-



AFTER RECORDING RETURN TO:
FIRST AMERICAN TITLE
600 COUNTRY CLUB ROAD
EUGENE, OR 97401

~~Beneficiary -
After Recording Station~~
Clarence Wafford and Thelma I.
Wafford
509 N. 14th Street
Springfield, OR 97477

File No.: 7191-923617 ()
Date: October 20, 2006

Division of Chief Deputy Clerk
Lane County Deeds and Records

2006-076981



\$51.00

00854828200600769810060068

10/24/2006 10:43:00 AM

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

Map/Tax Lot # **18-02-04-00-00312**
Tax Account # **1428562& 1428570**

TRUST DEED

(Assignment Restricted)

THIS DEED OF TRUST, made this **Twentieth day of October, 2006**, between **Julie Suzanne Keeney and Linda Christine Bender, as Trustees of the Barbara K. Parmenter Irrevocable Trust dated July 15, 1992**, as GRANTOR, and **First American Title**, as TRUSTEE, and **Clarence Wafford and Thelma I. Wafford, husband and wife, or the survivor thereof**, as BENEFICIARY.

WITNESSETH: Grantor irrevocably conveys to Trustee in trust, with power of sale, certain real property in **Lane County, Oregon**, described as:

See Exhibit "A" Attached Hereto and Made a Part Hereof

Together with all tenements, hereditaments and appurtenances, including easements, and all other rights thereunto belonging or in any way now or hereafter appertaining, and the rents, issues, and profits thereof, together with all fixtures now or hereafter attached to or used in connection with said real estate.

Note: The Trust Deed Act provides that the Trustee hereunder must be either an attorney who is an active member of the Oregon State Bar, a bank, trust company or savings and loan association authorized to do business under the laws of Oregon or the United States, a title insurance company authorized to insure title to real property of the state, its subsidiaries, affiliates, agents or branches, the United States or any agency thereof, or an escrow agent licensed under ORS 896.505 to 896.585.

***WARNING:** 12 USC 1701/-S regulates and may prohibit exercise of this option.

FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of Grantor herein contained and payment of the sum of **One Hundred Thousand dollars (\$100,000.00)**, with interest thereon according to the terms of a promissory note of even date herewith, payable to Beneficiary or order, and made by Grantor, the final payment of principal and interest hereof, if not sooner paid, to be due and payable **October 23, 2008**.

In the event the within described property, or any part thereof, or any interest therein is sold, agreed to be sold, conveyed, assigned or alienated by the Grantor without first having obtained the written consent or approval of the Beneficiary, then, at the Beneficiary's option, all obligations secured by this instrument, irrespective of the maturity dates expressed therein, or herein, shall become immediately due and payable.

Grantor agrees:

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

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

3. To provide and continuously maintain insurance on the buildings now or hereafter erected on the said property against loss or damage by fire and other hazards as the Beneficiary may require, in an amount not less than **\$100,000.00**, written by companies acceptable to the Beneficiary, with loss payable to Beneficiary; proof of insurance shall be delivered to the Beneficiary as soon as issued.

4. To comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting said property.

5. To keep said premises free from construction liens and to pay all taxes, assessments and other charges that may be levied or assessed upon or against said property before any part of such taxes, assessments and other charges become past due or delinquent and promptly deliver receipt of payment to Beneficiary.

6. Should the Grantor fail to make payment of any taxes, assessments, insurance premiums, liens or other charges payable by Grantor, either by direct payment or by providing Beneficiary with funds with which to make such payment, Beneficiary may, at its option, make payment thereof, and the amount so paid, with interest at the rate set forth in the note secured hereby, together with the obligations of Grantor, described in paragraphs 7 and 8 of this Trust Deed section, shall be added to and become a part of the debt secured by this Trust Deed, without waiver of any rights arising from breach of any of the covenants hereof and for such payments, with interest as aforesaid, the property herein before described, as well as the Grantor, shall be bound to the same extent that they are bound for the payment of the obligation herein described and all such payments shall be immediately due and payable without notice, and the nonpayment thereof shall, at the option of the Beneficiary, render all sums secured by this Trust Deed immediately due and payable and constitute a breach of this Trust Deed.

7. To pay all costs, fees and expenses of this trust including the cost of title search, as well as the other costs and expenses of the Trustee incurred in connection with or in enforcing this obligation together with trustees' and attorneys' fees actually incurred.

8. To appear in and defend any action or proceeding purporting to affect the security rights or powers of Beneficiary or Trustee; and in any suit, action or proceeding in which the Beneficiary or Trustee may appear, including evidence of title and the Beneficiary's or Trustee's attorneys' fees. The amount of attorneys' fees mentioned in this paragraph 7 above in all cases shall be fixed by the trial court and in the event of an appeal from any judgment or decree of the trial court, Grantor further agrees to pay such sum as the appellate court shall adjudge reasonable as the Beneficiary's or Trustee's attorneys' fees on such appeal.

The parties mutually agree:

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

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

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

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

5. The Grantor and those persons authorized by ORS 86.753 may cure any default(s) 5 days before the date the Trustee has designated for sale. Any cure of default(s) shall require payment of or tendering performance and the payment of all costs and expenses actually incurred in enforcing the obligations of this Trust Deed, including, but not limited to, trustees' and attorneys' fees as authorized by law.

In the absence of any such cure, the Trustee will enforce the obligations of this Trust Deed in accordance with paragraph 4 herein and as authorized and required by applicable law.

6. When Trustee sells pursuant to the powers provided herein, Trustee shall apply the proceeds of sale to payment of (1) the expenses of sale, including the compensation of the Trustee and a reasonable charge by Trustee's attorney, (2) the obligation secured by the trust deed, (3) to all persons having recorded liens subsequent to the interest of the Trustee in the trust deed as their interest may appear in the order of their priority and (4) the surplus, if any, to the Grantor or to his successor in interest entitled to such surplus.

EXHIBIT "A"

LEGAL DESCRIPTION:

Beginning at a point being North 89° 48' 30" West 482.78 feet from the East Southeast corner of the R. G. Hixon Donation Land Claim No. 47, in Township 18 South, Range 2 West of the Willamette Meridian; thence North 89° 48' 30" West 532.93 feet; thence North 3° 25' East 390.00 feet; thence South 89° 48' 30" East 205.25 feet; thence North 3° 25' East 686.2 feet; thence East 268.14 feet; thence South 0° 01' 45" East 365.0 feet; thence South 0° 23' 10" West 710.40 feet to the Point of Beginning, in Lane County, Oregon.

Division of Chief Deputy Clerk
Lane County Deeds and Records

2006-076982



\$66.00

00854831200600769820050054

10/24/2006 10:43:00 AM

RPR-MTG Cnt=1 Stn=6 CASHIER 07
\$25.00 \$10.00 \$11.00 \$20.00

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]

TAMMY MCKINNEY 541 484 2900

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

FIRST AMERICAN TITLE
600 COUNTRY CLUB ROAD
EUGENE, OR 97401

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			
OR	1b. INDIVIDUAL'S LAST NAME KEENEY		FIRST NAME JULIE
			MIDDLE NAME SUZANNE
			SUFFIX TRUSTEE
1c. MAILING ADDRESS 5729 MAIN STREET BOX 302		CITY SPRINGFIELD	STATE OR
		POSTAL CODE 97478	COUNTRY USA
1d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION	1f. JURISDICTION OF ORGANIZATION
			1g. ORGANIZATIONAL ID #, if any <input type="checkbox"/> 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 BENDER		FIRST NAME LINDA
			MIDDLE NAME CHRISTINE
			SUFFIX TRUSTEE
2c. MAILING ADDRESS 5729 MAIN STREET BOX 302		CITY SPRINGFIELD	STATE OR
		POSTAL CODE 97478	COUNTRY USA
2d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION
			2g. ORGANIZATIONAL ID #, if any <input type="checkbox"/> 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			
OR	3b. INDIVIDUAL'S LAST NAME WAFFORD		FIRST NAME CLARENCE
			MIDDLE NAME
			SUFFIX
3c. MAILING ADDRESS 509 N. 14TH STREET		CITY SPRINGFIELD	STATE OR
		POSTAL CODE 97477	COUNTRY USA

4. This FINANCING STATEMENT covers the following collateral:

ALL TIMBER LOCATED ON PARCEL 18-02-04-00-00312

5. ALTERNATIVE DESIGNATION (if applicable): LESSEE/LESSOR CONSIGNEE/CONSIGNOR BAILEE/BAILOBR 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. See Instruction Debtor(s)

8. OPTIONAL FILER REFERENCE DATA

7191-923617

Instructions for National UCC Financing Statement (Form UCC1)

Please type or laser-print this form. Be sure it is completely legible. Read all Instructions, especially Instruction 1; correct Debtor name is crucial. Follow instructions completely. Fill in form very carefully; mistakes may have important legal consequences. If you have questions, consult your attorney. Filing office cannot give legal advice.

Do not insert anything in the open space in the upper portion of this form; it is reserved for filing office use.

When properly completed, send Filing Office Copy, with required \$10.00 fee to Secretary of State Corporation Division/UCC Section 255 Capitol St. NE, Ste. 151 Salem, Oregon 97310. Rejected filings are subject to the non-refundable processing fee.

If you need to use attachments, you are encouraged to use either Addendum (Form UCC1 Ad) or Additional Party (Form UCC1AP).

- A. To assist filing offices that might wish to communicate with filer, filer may provide information in item A. This item is optional.
B. Complete item B if you want an acknowledgment sent to you. If filing in a filing office that returns an acknowledgment copy furnished by filer, present simultaneously with this form a carbon or other copy of this form for use as an acknowledgment copy.

1. **Debtor name:** Enter only one Debtor name in item 1, an organization's name (1a) or an individual's name (1b). Enter Debtor's exact full legal name. Don't abbreviate.
- 1a. **Organization Debtor.** "Organization" means an entity having a legal identity separate from its owner. A partnership is an organization; a sole proprietorship is not an organization, even if it does business under a trade name. If Debtor is a partnership, enter exact full legal name of partnership; you need not enter names of partners as additional Debtors. If Debtor is a registered organization (e.g., corporation, limited partnership, limited liability company), it is advisable to examine Debtor's current filed charter documents to determine Debtor's correct name, organization type, and jurisdiction of organization.
- 1b. **Individual Debtor.** "Individual" means a natural person; this includes a sole proprietorship, whether or not operating under a trade name. Don't use prefixes (Mr., Mrs., Ms.). Use suffix box only for titles of lineage (Jr., Sr., III) and not for other suffixes or titles (e.g., M.D.). Use married woman's personal name (Mary Smith, not Mrs. John Smith). Enter individual Debtor's family name (surname) in Last Name box, first given name in First Name box, and all additional given names in Middle Name box.
For both organization and individual Debtors: Don't use Debtor's trade name, DBA, AKA, FKA, Division name, etc. in place of or combined with Debtor's legal name; you may add such other names as additional Debtors if you wish (but this is neither required nor recommended).
- 1c. An address is always required for the Debtor named in 1 a or 1b.
- 1d,2d Reserved for Financing Statements to be filed in North or South Dakota only. If this Financing Statement is to be filed in North Dakota or South Dakota, the Debtor's taxpayer identification number (tax ID#) – social security number or employer identification number must be placed in this box.
- 1e,f,g. Additional information reorganization Debtor' is always required. Type of organization and jurisdiction of organization as well as Debtor's exact legal name can be determined from Debtor's current filed charter document. Organizational ID #, if any, is assigned by the agency where the charter document was filed; this is different from tax ID #; this should be entered preceded by the 2-character U.S. Postal identification of state of organization if one of the United States (e.g., CA12345, for a California corporation whose organizational ID # is 12345); if agency does not assign organizational ID #, check box in item 1g indicating "none."
2. If an additional Debtor is included, complete item 2, determined and formatted per Instruction 1. To include further additional Debtors, attach either Addendum (Form UCC1 Ad) or other Additional Party (Form UCC1AP) and follow Instruction 1 for determining and formatting additional names.
3. Enter information for Secured Party or Total Assignee, determined and formatted per Instruction 1. To include further additional Secured Parties, attach either Addendum (Form UCC1 Ad) or other Additional Party (Form UCC1AP) and follow Instruction 1 for determining and formatting additional names. If there has been a total assignment of the Secured Party's interest prior to filing this form, you may either (1) enter Assignor S/P's name and address in item 3 and file an Amendment (Form UCC3) [see item 5 of that form]; or (2) enter Total Assignee's name and address in item 3 and, if you wish, also attaching Addendum (Form UCC1Ad) giving Assignor S/P's name and address in item 12.
4. Use item 4 to indicate the collateral covered by this Financing Statement. If space in item 4 is insufficient, put the entire collateral description or continuation of the collateral description on either Addendum (Form UCC1 Ad) another attached additional page(s).
5. If filer desires (at filer's option) to use titles of lessee and lessor, or consignee and consignor, or seller and buyer (in the case of accounts or chattel paper), or bailee and bailor instead of Debtor and Secured Party, check the appropriate box in item 5. If this is an agricultural lien (as defined in applicable Commercial Code) filing or is otherwise not a UCC security interest filing (e.g., a tax lien, judgment lien, etc.), check the appropriate box in item 5, complete items 1-7 as applicable and attach any other items required under other law.
6. If this Financing Statement is filed as a fixture filing or if the collateral consists of timber to be cut or as-extracted collateral, complete items 1-5, check the box in item 6, and complete the required information (items 13,14 and/or 15) on Addendum (Form UCC1Ad).
7. Search request option on this form is not available in Oregon.
8. This item is optional and is for filer's use only. For filer's convenience of reference, filer may enter in item 8 any identifying information (e.g., Secured Party's loan number, law firm file number, Debtor's name or other identification, state in which form is being filed, etc.) that filer may find useful.

Note: If Debtor is a trust or a trustee acting with respect to property held in trust, enter Debtor's name in item 1 and attach Addendum (Form UCC1Ad) and check appropriate box in item 17. If Debtor is a decedent's estate, enter name of deceased individual in item 1b and attach Addendum (Form UCC1Ad) and check appropriate box in item 17. If Debtor is a transmitting utility or this Financing Statement is filed in connection with a Public-Finance Transaction as defined in applicable Commercial Code, attach Addendum (Form UCC1 Ad) and check appropriate box in item 18.

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

OR

9b. INDIVIDUAL'S LAST NAME

KEENEY

FIRST NAME

JULIE

MIDDLE NAME, SUFFIX

SUZANNE

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.

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

WAFFORD

FIRST NAME

THELMA

MIDDLE NAME

I.

SUFFIX

12c. MAILING ADDRESS

CITY

SPRINGFIELD

STATE

OR

POSTAL CODE

97477

COUNTRY

USA

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:

**MAP NO. 18-02-04-00-00312
LANE COUNTY, OREGON**

SEE EXHIBIT "A" ATTACHED HERETO

15. Name and address of a RECORD OWNER of above-described real estate (if Debtor does not have a record interest):

**JULIE SUZANNE KEENEY AND
LINDA CHRISTINE BENDER, TRUSTEES
OF THE BARBARA K. PARMENTER
IRREVOCABLE TRUST DATED JULY
15, 1992**

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 Public-Finance Transaction — effective 30 years

Instructions for National UCC Financing Statement Addendum (Form UCC1Ad)

9. Insert name of first Debtor shown on Financing Statement to which this Addendum is related, exactly as shown in item 1 of Financing Statement.
10. Miscellaneous: Under certain circumstances, additional information not provided on Financing Statement may be required. Also, some states have non-uniform requirements. Use this space to provide such additional information or to comply with such requirements; otherwise, leave blank.
11. If this Addendum adds an additional Debtor, complete item 11 in accordance with Instruction 1 on Financing Statement. To include further additional Debtor, attach either an additional Addendum (Form UCC1Ad) or Additional Party (Form UCC1AP) and follow Instruction 1 of Financing Statement for determining and formatting additional names.
12. If this Addendum adds an additional Secured Party, complete item 12 in accordance with Instruction 3 on Financing Statement. To include further additional Secured Parties, attach either an additional Addendum (Form UCC1Ad) or Additional Party (Form UCC1AP) and follow Instruction 1 of Financing Statement for determining and formatting additional names. In the case of a total assignment of the Secured Party's interest before the filing of this Financing Statement, if filer has given the name and address of the Total Assignee in item 3 of the Financing Statement, filer may give the Assignor S/P's name and address in item 12.
- 13-15. If collateral is timber to be cut or as-extracted collateral, or if this Financing Statement is filed as a fixture filing, check appropriate box in item 13; provide description of real estate in item 14; and, if Debtor is not a record owner of the described real estate, also provide, in item 15, the name and address of a record owner. Also provide collateral description in item 4 of Financing Statement. Also check box 6 on Financing Statement. Description of real estate must be sufficient under the applicable law of the jurisdiction where the real estate is located.
16. Use this space to provide continued description of collateral, if you cannot complete description in item 4 of Financing Statement.
17. If Debtor is a trust or a trustee acting with respect to property held in trust or is a decedent's estate, check the appropriate box.
18. If Debtor is a transmitting utility or if the Financing Statement relates to a Public-Finance Transaction as defined in the applicable Commercial Code, check the appropriate box.

EXHIBIT "A"

LEGAL DESCRIPTION:

Beginning at a point being North 89° 48' 30" West 482.78 feet from the East Southeast corner of the R. G. Hixon Donation Land Claim No. 47, in Township 18 South, Range 2 West of the Willamette Meridian; thence North 89° 48' 30" West 532.93 feet; thence North 3° 25' East 390.00 feet; thence South 89° 48' 30" East 205.25 feet; thence North 3° 25' East 686.2 feet; thence East 268.14 feet; thence South 0° 01' 45" East 365.0 feet; thence South 0° 23' 10" West 710.40 feet to the Point of Beginning, in Lane County, Oregon.

FATCO#7191-935552
#1292430/1802040000310

Division of Chief Deputy Clerk
Lane County Deeds and Records

2006-085868

RECORDATION REQUESTED BY:

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



\$81.00

11/30/2006 09:44:16 AM

RPR-DTR Cnt=1 Stn=9 CASHIER 04
\$60.00 \$10.00 \$11.00

WHEN RECORDED MAIL TO:

Umpqua Bank
PO BOX 1580
Roseburg, OR 97470

SEND TAX NOTICES TO:

Julie Suzanne Keeney and Linda Christine Bender, Trustees of
Barbara K. Parmenter Irrevocable Trust under the provisions of
a trust agreement dated July 15, 1992
Barbara K. Parmenter, Individually
5729 Main Street PMB 302
Springfield, OR 97478

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

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

LINE OF CREDIT INSTRUMENT

LINE OF CREDIT DEED OF TRUST. (A) This Deed of Trust is a LINE OF CREDIT INSTRUMENT. (B) The maximum principal amount to be advanced pursuant to the Note is \$1,685,000.00. (C) The term of the Note commences on the date of this Deed of Trust and ends on November 30, 2008. (D) The maximum principal amount to be advanced pursuant to the Note may be exceeded by advances necessary to complete construction of previously agreed upon improvements on the Real Property.

THIS DEED OF TRUST is dated November 30, 2006, among Barbara K. Parmenter, as to an undivided 10/28 interest and Julie Suzanne Keeney and Linda Christine Bender, as trustees of the Barbara K. Parmenter Irrevocable Trust dated July 15, 1992, as to an undivided 18/28 interest ("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 November 30, 2006, in the original principal amount of \$1,685,000.00, from Borrower 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:

See Exhibit "A", which is attached to this Deed of Trust and made a part of this Deed of Trust as if fully set forth herein.

The Real Property or its address is commonly known as NNK, Springfield, OR 97478. The Real Property tax identification number is 1292430, 1296944, 1584158, 0560829, 1428562, 1428570.

Cross-Collateralization. In addition to the Note, this Deed of Trust secures all obligations, debts and liabilities, plus interest thereon, of either Grantor or Borrower to Lender, or any one or more of them, as well as all claims by Lender against Borrower and 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 Borrower or 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) *JS*

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 (1) PAYMENT OF THE INDEBTEDNESS AND (2) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THE NOTE, THE RELATED DOCUMENTS, AND THIS DEED OF TRUST. THIS DEED OF TRUST, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS ALSO GIVEN TO SECURE ANY AND ALL OF BORROWER'S OBLIGATIONS UNDER THAT CERTAIN CONSTRUCTION LOAN AGREEMENT BETWEEN BORROWER AND LENDER OF EVEN DATE HEREWITH. ANY EVENT OF DEFAULT UNDER THE CONSTRUCTION LOAN AGREEMENT, OR ANY OF THE RELATED DOCUMENTS REFERRED TO THEREIN, SHALL ALSO BE AN EVENT OF DEFAULT UNDER THIS DEED OF TRUST. THIS DEED OF TRUST IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

Grantor's Representations and Warranties. Grantor warrants that: (a) this Deed of Trust is executed at Borrower's request and not at the request of Lender; (b) Grantor has the full power, right, and authority to enter into this Deed of Trust and to hypothecate the Property; (c)

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the provisions of this Deed of Trust do not conflict with, or result in a default under any agreement or other instrument binding upon Grantor and do not result in a violation of any law, regulation, court decree or order applicable to Grantor; (d) Grantor has established adequate means of obtaining from Borrower on a continuing basis information about Borrower's financial condition; and (e) Lender has made no representation to Grantor about Borrower (including without limitation the creditworthiness of Borrower).

Grantor's Waivers. Grantor waives all rights or defenses arising by reason of any "one action" or "anti-deficiency" law, or any other law which may prevent Lender from bringing any action against Grantor, including a claim for deficiency to the extent Lender is otherwise entitled to a claim for deficiency, before or after Lender's commencement or completion of any foreclosure action, either judicially or by exercise of a power of sale.

Payment and Performance. Except as otherwise provided in this Deed of Trust, Borrower and Grantor shall pay to Lender all Indebtedness secured by this Deed of Trust as it becomes due, and Borrower and Grantor shall strictly perform all their respective obligations under the Note, this Deed of Trust, and the Related Documents.

Construction Mortgage. This Deed of Trust is a "construction mortgage" for the purposes of Sections 9-334 and 2A-309 of the Uniform Commercial Code, as those sections have been adopted by the State of Oregon.

Possession and Maintenance of the Property. Borrower and Grantor agree that Borrower's and 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 (a) remain in possession and control of the Property; (b) use, operate or manage the Property; and (c) 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 CHAPTER 1, OREGON LAWS 2005 (BALLOT MEASURE 37 (2004)). 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 CHAPTER 1, OREGON LAWS 2005 (MEASURE 37 (2004)).

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: (a) 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; (b) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (i) any breach or violation of any Environmental Laws, (ii) 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 (iii) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (c) Except as previously disclosed to and acknowledged by Lender in writing, (i) 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 (ii) 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 (a) 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 (b) 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

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preserve the Property.

Construction Loan. If some or all of the proceeds of the loan creating the Indebtedness are to be used to construct or complete construction of any Improvements on the Property, the Improvements shall be completed no later than the maturity date of the Note (or such earlier date as Lender may reasonably establish) and Grantor shall pay in full all costs and expenses in connection with the work. Lender will disburse loan proceeds under such terms and conditions as Lender may deem reasonably necessary to insure that the interest created by this Deed of Trust shall have priority over all possible liens, including those of material suppliers and workmen. Lender may require, among other things, that disbursement requests be supported by receipted bills, expense affidavits, waivers of liens, construction progress reports, and such other documentation as Lender may reasonably request.

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. 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.

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 fair value 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: (a) the name of the insurer; (b) the risks insured; (c) the amount of the policy; (d) the property insured, the then current replacement value of such property, and the manner of determining that value; and (e) 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.

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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 (1) be payable on demand; (2) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (a) the term of any applicable insurance policy; or (b) the remaining term of the Note; or (3) 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 Borrower'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 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: (a) 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; (b) a specific tax on Borrower which Borrower is authorized or required to deduct from payments on the Indebtedness secured by this type of Deed of Trust; (c) a tax on this type of Deed of Trust chargeable against the Lender or the holder of the Note; and (d) a specific tax on all or any portion of the Indebtedness or on payments of principal and interest made by Borrower.

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 (a) pays the tax before it becomes delinquent, or (b) 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 (a) Borrower's and Grantor's obligations under the Note, this Deed of Trust, and the Related Documents, and (b) 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 Borrower and Grantor pay all the Indebtedness when due, and Grantor 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. Borrower fails to make any payment when due under the Indebtedness.

Other Defaults. Borrower or 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 Borrower or 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 Borrower or Grantor or on Borrower's or 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.

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 the Trust, the insolvency of Borrower or Grantor, the appointment of a receiver for any part of Borrower's or 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 Borrower or 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 Borrower or Grantor or by any governmental agency against any property securing the Indebtedness. This includes a garnishment of any of Borrower's or Grantor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Borrower or Grantor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Borrower or 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 Borrower or Grantor under the terms of any other agreement between Borrower or 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 Borrower or 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. In the event of a death, Lender, at its option, may, but shall not be required to, permit the Guarantor's estate to assume unconditionally the obligations arising under the guaranty in a manner satisfactory to Lender, and, in doing so, cure any Event of Default.

Adverse Change. A material adverse change occurs in Borrower's or 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: (a) cures the default within fifteen (15) days; or (b) 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.

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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 Borrower or Grantor to declare the entire Indebtedness immediately due and payable, including any prepayment penalty which Borrower 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 Borrower or 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 (a) pay a reasonable rental for the use of the Property, or (b) 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 by law.

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, Borrower and 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.

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.

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.

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.

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 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. Borrower and 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.

Joint and Several Liability. All obligations of Borrower and Grantor under this Deed of Trust shall be joint and several, and all references to Grantor shall mean each and every Grantor, and all references to Borrower shall mean each and every Borrower. This means that each Grantor signing below is responsible for all obligations in this Deed of Trust.

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 person or circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other person or 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 Barbara K. Parmenter 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 Line of Credit Instrument 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 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 Julie Suzanne Keeney and Linda Christine Bender, Trustees of Barbara K. Parmenter Irrevocable Trust under the provisions of a trust agreement dated July 15, 1992 and Barbara K. Parmenter, Individually.

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
(Continued)

Loan No: 68757087

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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 November 30, 2006, in the original principal amount of \$1,685,000.00 from Borrower 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 November 30, 2008.

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.

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

GRANTOR:

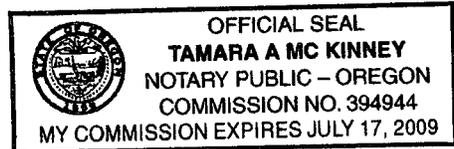
Julie Suzanne Keeney Trustee
Julie Suzanne Keeney, Trustee of Barbara K. Parmenter Irrevocable Trust under the provisions of a Trust Agreement dated July 15, 1992

x *Linda Christine Bender, Trustee*
Linda Christine Bender, Trustee of Barbara K. Parmenter Irrevocable Trust under the provisions of a Trust Agreement dated July 15, 1992

x *[Signature]*
Barbara K. Parmenter, Individually

TRUST ACKNOWLEDGMENT

STATE OF Oregon)
) SS
COUNTY OF Lane)



On this 29 day of November, 2006, before me, the undersigned Notary Public, personally appeared Julie Suzanne Keeney, Trustee of Barbara K. Parmenter Irrevocable Trust, and known to me to be an authorized trustee or agent of the trust that executed the Deed of Trust and acknowledged the Deed of Trust to be the free and voluntary act and deed of the trust, by authority set forth in the trust documents or, by authority of statute, 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 trust.

By *Tamara A Mc Kinney*
Notary Public in and for the State of Oregon

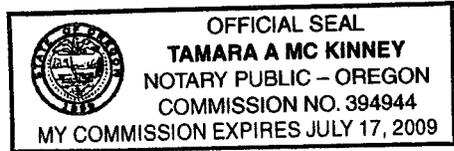
Residing at Eugene
My commission expires 7/17/2009

DEED OF TRUST
(Continued)

Loan No: 68757087

TRUST ACKNOWLEDGMENT

STATE OF Oregon)
) SS
COUNTY OF Lane)

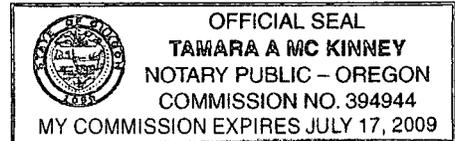


On this 29th day of November, 20 06, before me, the undersigned Notary Public, personally appeared Linda Christine Bender, Trustee of Barbara K. Parmenter Irrevocable Trust, and known to me to be an authorized trustee or agent of the trust that executed the Deed of Trust and acknowledged the Deed of Trust to be the free and voluntary act and deed of the trust, by authority set forth in the trust documents or, by authority of statute, 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 trust.

By Tamara A Mc Kinney Residing at Eugene
Notary Public in and for the State of Oregon My commission expires 7/17/2009

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Oregon)
) SS
COUNTY OF Lane)



On this day before me, the undersigned Notary Public, personally appeared Barbara K. Parmenter, to me known to be the individual described in and who executed the Deed of Trust, and acknowledged that he or she signed the Deed of Trust as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 29th day of November, 20 06.
By Tamara A Mc Kinney Residing at Eugene
Notary Public in and for the State of Oregon My commission expires 7/17/2009

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: _____

Exhibit "A" attached to that said LINE OR CREDIT INSTRUMENT and HAZARDOUS SUBSTANCES CERTIFICATE and INDEMNITY AGREEMENT dated November 30, 2006.

Exhibit "A"

Real property in the County of Lane, State of Oregon, described as follows:

PARCEL I:

BEGINNING AT A POINT BEING NORTH 0° 01' 45" WEST 2028.60 FEET AND SOUTH 89° 25' 40" WEST 668.88 FEET FROM THE EAST SOUTHEAST CORNER OF THE R.G. HIXON DONATION LAND CLAIM NO. 47, IN TOWNSHIP 18 SOUTH, RANGE 2 WEST OF THE WILLAMETTE MERIDIAN, SAID POINT ALSO BEING ON THE EAST RIGHT-OF-WAY LINE OF A BONNEVILLE POWER ADMINISTRATION LINE EASEMENT; THENCE ALONG SAID EAST RIGHT-OF-WAY LINE SOUTH 3° 25' WEST 442.26 FEET; THENCE LEAVING SAID EAST RIGHT-OF-WAY LINE AND CROSSING SAID EASEMENT SOUTH 89° 25' 40" WEST 225.54 FEET TO THE WEST RIGHT-OF-WAY LINE OF SAID EASEMENT; THENCE ALONG SAID WEST RIGHT-OF-WAY NORTH 3° 25' EAST 442.26 FEET TO THE SOUTH MARGIN OF THE WEYERHAEUSER BOOTH-KELLY ROAD; THENCE ALONG SAID SOUTH MARGIN NORTH 89° 25' 40" EAST 225.54 FEET TO THE POINT OF BEGINNING, IN LANE COUNTY, OREGON.

EXCEPTING THAT PORTION LYING EASTERLY OF THE WEST LINE OF ROYAL RIDGE AS PLATTED AND RECORDED IN FILE 73, SLIDE 225, LANE COUNTY OREGON PLAT RECORDS, IN LANE COUNTY, OREGON.

PARCEL II:

BEGINNING AT A POINT BEING NORTH 1580.45 FEET AND WEST 696.22 FEET FROM THE EAST SOUTHEAST CORNER OF THE R.G. HIXON DONATION LAND CLAIM NO. 47, IN TOWNSHIP 18 SOUTH, RANGE 2 WEST OF THE WILLAMETTE MERIDIAN, POINT ALSO BEING ON THE EAST RIGHT-OF-WAY OF A BONNEVILLE POWER ADMINISTRATION LINE EASEMENT; THENCE ALONG SAID EAST RIGHT-OF-WAY LINE SOUTH 3° 25' 00" WEST 504.34 FEET; THENCE LEAVING SAID EAST RIGHT-OF-WAY LINE WEST 20.04 FEET; THENCE NORTH 3° 25' 00" EAST 291.64 FEET; THENCE SOUTH 89° 25' 40" WEST 205.48 FEET TO THE WEST RIGHT-OF-WAY OF SAID EASEMENT; THENCE ALONG SAID WEST RIGHT-OF-WAY LINE NORTH 3° 25' 00" EAST 212.50 FEET; THENCE LEAVING SAID WEST RIGHT-OF-WAY LINE AND CROSSING SAID RIGHT-OF-WAY NORTH 89° 25' 40" EAST 225.54 FEET TO THE POINT OF BEGINNING, IN LANE COUNTY, OREGON.

EXCEPTING THAT PORTION LYING EASTERLY OF THE WEST LINE OF ROYAL RIDGE, AS PLATTED AND RECORDED IN FILE 73, SLIDE 225, LANE COUNTY OREGON PLAT RECORDS, IN LANE COUNTY, OREGON.

PARCEL III:

BEGINNING AT A POINT BEING NORTH 89° 48' 30" WEST 482.78 FEET FROM THE EAST SOUTHEAST CORNER OF THE R.G. HIXON DONATION LAND CLAIM NO. 47, IN TOWNSHIP 18 SOUTH, RANGE 2 WEST OF THE WILLAMETTE MERIDIAN; THENCE NORTH 89° 48' 30" WEST 532.93 FEET; THENCE NORTH 3° 25' EAST 390.00 FEET; THENCE SOUTH 89° 48' 30" EAST 205.25 FEET; THENCE NORTH 3° 25' EAST 686.2 FEET; THENCE EAST 268.14 FEET; THENCE SOUTH 0° 01' 45" EAST 365.0 FEET; THENCE SOUTH 0° 23' 10" WEST 710.40 FEET TO THE POINT OF BEGINNING, IN LANE COUNTY, OREGON.

EXCEPT THAT PORTION GRANTED TO LANE COUNTY BY JUDGMENT ENTERED DECEMBER 11, 1998, LANE COUNTY CIRCUIT COURT CASE NO. 16-97-03333.

PARCEL IV:

BEGINNING AT A POINT BEING NORTH 89° 48' 30" WEST 482.78 FEET FROM THE EAST SOUTHEAST CORNER OF THE R.G. HIXON DONATION LAND CLAIM NO. 47, IN TOWNSHIP 18 SOUTH, RANGE 2 WEST OF THE WILLAMETTE MERIDIAN; THENCE NORTH 89° 48' 30" WEST 532.93 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 3° 25' EAST 390.00 FEET; THENCE SOUTH 89° 48' 30" EAST 205.25 FEET; THENCE NORTH 3° 25' EAST 686.2 FEET TO THE SOUTHWEST CORNER OF ROYAL RIDGE, AS PLATTED AND RECORDED IN FILE 73, SLIDE 225, LANE COUNTY OREGON PLAT RECORDS; THENCE NORTH 03° 25' EAST ALONG THE WEST LINE OF SAID ROYAL RIDGE TO THE SOUTH LINE OF PARCEL II AS CONVEYED TO JAMES D. PARMENTER AND BARBARA K. PARMENTER BY WARRANTY DEED RECORDED JUNE 18, 1979, RECEPTION NO. 79-35384, OFFICIAL RECORDS OF LANE COUNTY, OREGON. THENCE ALONG THE SOUTH LINE OF SAID PARMENTER TRACT SOUTH 89° 25' 40" WEST, A DISTANCE OF 205.48 FEET, MORE OR LESS, TO THE SOUTHWEST CORNER THEREOF; THENCE NORTH 03° 25' EAST 654.76 FEET TO THE SOUTH MARGIN OF WEYERHAEUSER BOOTH-KELLY ROAD; THENCE WEST ALONG THE SOUTH LINE OF THE WEYERHAEUSER BOOTH-KELLY ROAD 594.58 FEET, MORE OR LESS, TO THE WEST LINE OF SAID HIXON DONATION LAND CLAIM; THENCE SOUTH ALONG THE WEST LINE OF SAID HIXON DONATION LAND CLAIM TO A POINT THAT IS 1523.05 FEET NORTH AND 1489.0 FEET WEST OF THE MOST EASTERLY SOUTHEAST CORNER OF SAID HIXON DONATION LAND CLAIM; THENCE EAST 266.61 FEET; THENCE SOUTH 269.67 FEET; THENCE SOUTH 60.0 FEET TO THE SOUTHEAST CORNER OF THAT 60.0 FOOT ROADWAY AS DESCRIBED IN THAT STREET DEED TO THE CITY OF SPRINGFIELD RECORDED JANUARY 05, 1979, RECEPTION NO. 79-00757; THENCE WEST 244.61 FEET TO A POINT THAT IS 22.0 FEET EAST (AT RIGHT ANGLES TO) OF THE WEST LINE OF SAID HIXON DONATION LAND CLAIM; THENCE SOUTH PARALLEL WITH THE WEST LINE OF SAID HIXON DONATION LAND CLAIM, TO THE NORTHWEST CORNER OF THAT CERTAIN TRACT OF LAND CONVEYED TO DAVID N. BIRDSEYE, ET UX, BY DEED RECORDED FEBRUARY 17, 1950 IN BOOK 409, PAGE 540, OFFICIAL RECORDS OF LANE COUNTY, OREGON; THENCE NORTH 89° 40' EAST 100 FEET TO THE NORTHEAST CORNER OF SAID BIRDSEYE TRACT; THENCE SOUTH ALONG THE EAST LINE OF SAID BIRDSEYE TRACT 240.0 FEET TO THE SOUTHEAST CORNER OF SAID BIRDSEYE TRACT; THENCE NORTH 89° 40' EAST 177.30 FEET TO THE ANGLE CORNER ON THE EAST LINE OF SAID HIXON DONATION LAND CLAIM; THENCE SOUTH 89° 48' 30" WEST ALONG THE SOUTH LINE OF SAID HIXON DONATION LAND CLAIM TO THE TRUE POINT OF BEGINNING, IN LANE COUNTY, OREGON.

EXCEPTING THEREFROM THAT PORTION WITHIN THE FOLLOWING DESCRIBED TRACT:

COMMENCING AT THE INTERSECTION OF SOUTH 55TH PLACE WITH THE CENTERLINE OF IVY STREET; AND RUN THENCE NORTH 88° 00' WEST ALONG THE CENTERLINE OF SAID IVY STREET AND ITS WESTERLY EXTENSION 460.33 FEET; THENCE NORTH 40° 34' 00" WEST 38.03 FEET TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED; FROM THE POINT OF BEGINNING; RUN THENCE SOUTH 40° 34' 00" EAST 85.00 FEET; THENCE SOUTH 49° 26' 00" WEST 120.00 FEET; THENCE NORTH 40° 34' 00" WEST 85.00 FEET; THENCE NORTH 49° 26' 00" EAST 120.00 FEET TO THE POINT OF BEGINNING, IN SPRINGFIELD, LANE COUNTY, OREGON.

ALSO EXCEPT THAT PORTION GRANTED TO LANE COUNTY BY JUDGMENT ENTERED DECEMBER 11, 1998, IN LANE COUNTY CIRCUIT COURT CASE NO. 16-97-03333.

Tax Parcel Number: 1292430, 1296944, 1428562, 1428570, 1560829 and 1584158

X *Suzanne Keeney, Trustee* X *Linda Christine Bender, Trustee*
Suzanne Keeney, Trustee of Barbara K. Parmenter Irrevocable Trust under the provisions of a Trust Agreement dated July 15, 1992
Linda Christine Bender, Trustee of Barbara K. Parmenter Irrevocable Trust under the provisions of a Trust Agreement dated July 15, 1992

X _____
Barbara K. Parmenter, Individually

RETURN TO EVERGREEN LAND TITLE CO.

Until a change is requested all tax statements shall be sent to the following address.

EA-54093

Division of Chief Deputy Clerk
Lane County Deeds and Records

2007-078954



\$116.00

00959491200700789540190193

11/27/2007 11:43:48 AM

RPR-DTR Cnt=1 Stn=1 CASHIER 05
\$95.00 \$10.00 \$11.00

WHEN RECORDED MAIL TO

M&T Bank
5285 SW Meadows Road
Suite 290
Lake Oswego, OR 97035

TAX ACCOUNT NUMBER
1248630

True and Actual Consideration is:
\$ 292,000.00

____ [Space Above This Line For Recording Data] ____

DEED OF TRUST

Mortgage Electronic Registration Systems, Inc. (MERS) is the Grantee of this Security Instrument
MIN 100050300006626908

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

- (A) "Security Instrument" means this document, which is dated November 19, 2007, together with all Riders to this document.
- (B) "Borrower" is Barbara K Parmenter

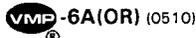
Borrower is the trustor under this Security Instrument.
(C) "Lender" is M&T Bank

Lender is a Corporation organized and existing under the laws of New York
Lender's address is 1 M&T Plaza, Buffalo, NY 14203

(D) "Trustee" is Evergreen Land Title

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OREGON - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT WITH MERS

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VMP Mortgage Solutions, Inc.

(E) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. **MERS is the beneficiary under this Security Instrument.** MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

(F) "Note" means the promissory note signed by Borrower and dated November 19, 2007. The Note states that Borrower owes Lender Two Hundred Ninety Two Thousand And Zero/100 Dollars

(U.S. \$ 292,000.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than December 01, 2037

(G) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(H) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(I) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

- | | | |
|--|---|--|
| <input type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider | <input type="checkbox"/> Second Home Rider |
| <input type="checkbox"/> Balloon Rider | <input type="checkbox"/> Planned Unit Development Rider | <input checked="" type="checkbox"/> 1-4 Family Rider |
| <input type="checkbox"/> VA Rider | <input type="checkbox"/> Biweekly Payment Rider | <input type="checkbox"/> Other(s) [specify] |

(J) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(K) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(L) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(M) "Escrow Items" means those items that are described in Section 3.

(N) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

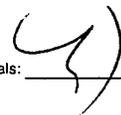
(O) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(P) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

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(Q) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(R) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

The beneficiary of this Security Instrument is MERS (solely as nominee for Lender and Lender's successors and assigns) and the successors and assigns of MERS. This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the
County of Lane :

[Type of Recording Jurisdiction]

[Name of Recording Jurisdiction]

SEE ATTACHED LEGAL DESCRIPTION

5409 Ivy Street
Springfield
("Property Address"):

which currently has the address of
[Street]
[City], Oregon 97478 [Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

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BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. Application of Payments or Proceeds. Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

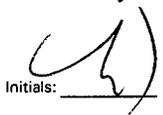
Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community

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Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

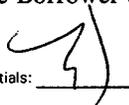
4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the

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lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

5. Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

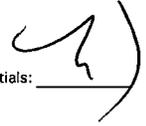
All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with

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the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

6. Occupancy. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

7. Preservation, Maintenance and Protection of the Property; Inspections. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

8. Borrower's Loan Application. Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable

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attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

10. Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

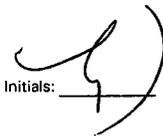
Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.

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(b) Any such agreements will not affect the rights Borrower has - if any - with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

11. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

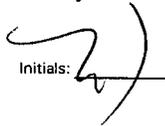
All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

12. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender

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to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

13. Joint and Several Liability; Co-signers; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

14. Loan Charges. Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

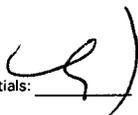
If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

15. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

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16. Governing Law; Severability; Rules of Construction. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

17. Borrower's Copy. Borrower shall be given one copy of the Note and of this Security Instrument.

18. Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

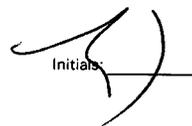
19. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

20. Sale of Note; Change of Loan Servicer; Notice of Grievance. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA

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requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

21. Hazardous Substances. As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

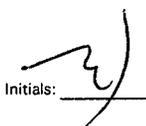
Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

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NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

22. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by Applicable Law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall execute or cause Trustee to execute a written notice of the occurrence of an event of default and of Lender's election to cause the Property to be sold and shall cause such notice to be recorded in each county in which any part of the Property is located. Lender or Trustee shall give notice of sale in the manner prescribed by Applicable Law to Borrower and to other persons prescribed by Applicable Law. After the time required by Applicable Law, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines. Trustee may postpone sale of all or any parcel of the Property by public announcement at the time and place of any previously scheduled sale. Lender or its designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

23. Reconveyance. Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to reconvey the Property and shall surrender this Security Instrument and all notes evidencing debt secured by this Security Instrument to Trustee. Trustee shall reconvey the Property without warranty to the person or persons legally entitled to it. Such person or persons shall pay any recordation costs. Lender may charge such person or persons a fee for reconveying the Property, but only if the fee is paid to a third party (such as the Trustee) for services rendered and the charging of the fee is permitted under Applicable Law.

24. Substitute Trustee. Lender may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by Applicable Law.

25. Attorneys' Fees. As used in this Security Instrument and in the Note, attorneys' fees shall include those awarded by an appellate court.

26. Protective Advances. This Security Instrument secures any advances Lender, at its discretion, may make under Section 9 of this Security Instrument to protect Lender's interest in the Property and rights under this Security Instrument.

27. Required Evidence of Property Insurance.

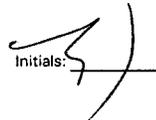
WARNING

Unless you provide us with evidence of the insurance coverage as required by our contract or loan agreement, we may purchase insurance at your expense to protect our interest. This insurance may, but need not, also protect your interest. If the collateral becomes damaged, the coverage we purchase may not pay any claim you make or any claim made against you. You may later cancel this coverage by providing evidence that you have obtained property coverage elsewhere.

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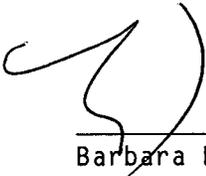
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You are responsible for the cost of any insurance purchased by us. The cost of this insurance may be added to your contract or loan balance. If the cost is added to your contract or loan balance, the interest rate on the underlying contract or loan will apply to this added amount. The effective date of coverage may be the date your prior coverage lapsed or the date you failed to provide proof of coverage.

The coverage we purchase may be considerably more expensive than insurance you can obtain on your own and may not satisfy any need for property damage coverage or any mandatory liability insurance requirements imposed by Applicable Law.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

Witnesses:

 _____	 _____	11/20/2007 (Seal) -Borrower
_____	_____	(Seal) -Borrower

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STATE OF OREGON, Multnomah Clatsop County ss:
On this 20th day of November 2007, personally appeared the above named
Barbara K Parmenter

and acknowledged the foregoing instrument to be his/her/their voluntary act and deed.

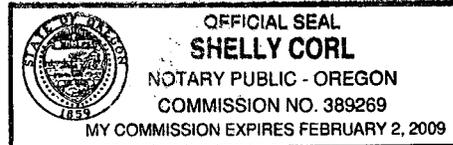
My Commission Expires: 2-2-09

Before me:

(Official Seal)



Notary Public for Oregon



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EXHIBIT A

A parcel of land lying in the Northeast $\frac{1}{4}$ of Section 4, Township 18 South, Range 2 West of the Willamette Meridian, and being further described as follows:

Commencing at the intersection of the centerline of South 55th Place with the centerline of Ivy Street; and run thence North $88^{\circ} 00'$ West along the centerline of said Ivy Street and its Westerly extension 478.00 feet; thence North $20^{\circ} 00'$ West 9.70 feet to the Point of Beginning of the parcel herein described from the Point of Beginning; run thence South $20^{\circ} 00'$ East 85.00 feet; thence South $70^{\circ} 00'$ West 120 feet; thence North $20^{\circ} 00'$ West 85.00 feet; thence North $70^{\circ} 00'$ East 120.00 feet to the Point of Beginning, in Springfield, Lane County, Oregon.

1-4 FAMILY RIDER (Assignment of Rents)

THIS 1-4 FAMILY RIDER is made this 19th day of November, 2007, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to M&T Bank

(the "Lender") of the same date and covering the Property described in the Security Instrument and located at: 5409 Ivy Street, Springfield, OR 97478

[Property Address]

1-4 FAMILY COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. ADDITIONAL PROPERTY SUBJECT TO THE SECURITY INSTRUMENT. In addition to the Property described in the Security Instrument, the following items now or hereafter attached to the Property to the extent they are fixtures are added to the Property description, and shall also constitute the Property covered by the Security Instrument: building materials, appliances and goods of every nature whatsoever now or hereafter located in, on, or used, or intended to be used in connection with the Property, including, but not limited to, those for the purposes of supplying or distributing heating, cooling, electricity, gas, water, air and light, fire prevention and extinguishing apparatus, security and access control apparatus, plumbing, bath tubs, water heaters, water closets, sinks, ranges, stoves, refrigerators, dishwashers, disposals, washers, dryers, awnings, storm windows, storm doors, screens, blinds, shades, curtains and curtain rods, attached mirrors, cabinets, paneling and attached floor coverings, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the Property covered by the Security Instrument. All of the foregoing together with the Property described in the Security Instrument (or the leasehold estate if the Security Instrument is on a leasehold) are referred to in this 1-4 Family Rider and the Security Instrument as the "Property."

B. USE OF PROPERTY; COMPLIANCE WITH LAW. Borrower shall not seek, agree to or make a change in the use of the Property or its zoning classification, unless Lender has agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.

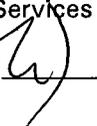
C. SUBORDINATE LIENS. Except as permitted by federal law, Borrower shall not allow any lien inferior to the Security Instrument to be perfected against the Property without Lender's prior written permission.

D. RENT LOSS INSURANCE. Borrower shall maintain insurance against rent loss in addition to the other hazards for which insurance is required by Section 5.

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**MULTISTATE 1- 4 FAMILY RIDER - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
Form 3170 1/01**

Wolters Kluwer Financial Services
VMP®-57R (0411).01
Page 1 of 3 Initials: 

E. "BORROWER'S RIGHT TO REINSTATE" DELETED. Section 19 is deleted.

F. BORROWER'S OCCUPANCY. Unless Lender and Borrower otherwise agree in writing, Section 6 concerning Borrower's occupancy of the Property is deleted.

G. ASSIGNMENT OF LEASES. Upon Lender's request after default, Borrower shall assign to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon the assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion. As used in this paragraph G, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold.

H. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION. Borrower absolutely and unconditionally assigns and transfers to Lender all the rents and revenues ("Rents") of the Property, regardless of to whom the Rents of the Property are payable. Borrower authorizes Lender or Lender's agents to collect the Rents, and agrees that each tenant of the Property shall pay the Rents to Lender or Lender's agents. However, Borrower shall receive the Rents until: (i) Lender has given Borrower notice of default pursuant to Section 22 of the Security Instrument, and (ii) Lender has given notice to the tenant(s) that the Rents are to be paid to Lender or Lender's agent. This assignment of Rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of default to Borrower: (i) all Rents received by Borrower shall be held by Borrower as trustee for the benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender shall be entitled to collect and receive all of the Rents of the Property; (iii) Borrower agrees that each tenant of the Property shall pay all Rents due and unpaid to Lender or Lender's agents upon Lender's written demand to the tenant; (iv) unless applicable law provides otherwise, all Rents collected by Lender or Lender's agents shall be applied first to the costs of taking control of and managing the Property and collecting the Rents, including, but not limited to, attorney's fees, receiver's fees, premiums on receiver's bonds, repair and maintenance costs, insurance premiums, taxes, assessments and other charges on the Property, and then to the sums secured by the Security Instrument; (v) Lender, Lender's agents or any judicially appointed receiver shall be liable to account for only those Rents actually received; and (vi) Lender shall be entitled to have a receiver appointed to take possession of and manage the Property and collect the Rents and profits derived from the Property without any showing as to the inadequacy of the Property as security.

If the Rents of the Property are not sufficient to cover the costs of taking control of and managing the Property and of collecting the Rents any funds expended by Lender for such purposes shall become indebtedness of Borrower to Lender secured by the Security Instrument pursuant to Section 9.

Borrower represents and warrants that Borrower has not executed any prior assignment of the Rents and has not performed, and will not perform, any act that would prevent Lender from exercising its rights under this paragraph.

Lender, or Lender's agents or a judicially appointed receiver, shall not be required to enter upon, take control of or maintain the Property before or after giving notice of default to Borrower. However, Lender, or Lender's agents or a judicially appointed receiver, may do so at any time when a default occurs. Any application of Rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of Rents of the Property shall terminate when all the sums secured by the Security Instrument are paid in full.

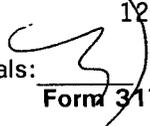
I. CROSS-DEFAULT PROVISION. Borrower's default or breach under any note or agreement in which Lender has an interest shall be a breach under the Security Instrument and Lender may invoke any of the remedies permitted by the Security Instrument.

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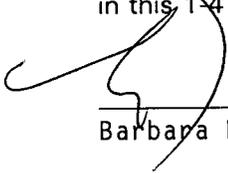
VMP® -57R (0411).01

Page 2 of 3

Initials:

12505475

Form 3170 1/01

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this 1-4 Family Rider.



11/20/07 (Seal)
Barbara K Parmenter -Borrower

____ (Seal)
-Borrower

12505475

12505475

VMP® -57R (0411).01

Page 3 of 3

Form 3170 1/01

BARGAIN AND SALE DEED-STATUTORY FORM
INDIVIDUAL GRANTOR

Barbara K. Parmenter

GRANTOR

COVEYS TO BOBBI L.L.C.

Lane GRANTEE, the following real property situated in

COUNTY, OREGON, to-wit A parcel of landlying in the Northeast 1/4 of Section4, Township 18 South, Range 2 West of the Willamette Meridian, and being further described as follows: Commencing at the intersection of the centerline of South 55th Place with the centerline of Ivy Street, thence North 88°00' West along the centerline of said Ivy Street and itsWesterly extension, 478.00 feet; thence North 20°00' West, 9.70 feet to the point of Beginning of the parcel herein described; from the Point of Beginning run hence South 20°00' East, 85.00 feet; thence South 70°00' West, 120.00 feet; thence North 20°00' West, 85.00 feet; thence North 70° 00' East, 120.00 feet to the Point of Beginning, in Springfield, Lane County, Oregon.

The true consideration for this conveyance is \$ 1.00 (Here comply with the requirements of ORS 93.030)

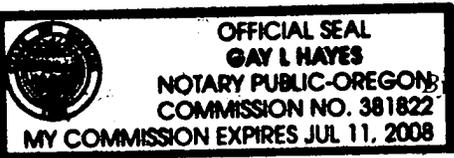
To change vesting

Dated this 8th day of February 2008

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 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

X BARBARA K. PARMENTER

Barbara K. Parmenter



STATE OF OREGON, County of LANE Jss
This instrument was acknowledged before me on Feb 8th 2008

Barbara K. Parmenter

Gay L Hayes
Notary Public for Oregon
My commission expires 7-11-08

BARGAIN AND SALE DEED
Barbara K. Parmenter Grantor
BOBBI L.L.C. Grantee
GRANTEE'S ADDRESS, ZIP
6330 Main St. #27 1/2
Springfield
Oregon 97478
Until a change is requested, all tax statements shall be sent to the following address:
BOBBI L.L.C.
6330 Main Street, # 27 1/2
NAME, ADDRESS, ZIP
Springfield, Oregon 97478

STATE OF OREGON:
County of _____
I certify that the within instrument was received for record on the _____ day of _____, 2002, at _____ o'clock _____ M, and recorded in book/reel/volume No _____ on page _____ or as fee/file instrument/microfilm/reception No _____
Division of Chief Deputy Clerk
Lane County Deeds and Records
2008-007110
\$26.00
00974492200800071100010013
02/08/2008 02:15:28 PM
RPR-DEED Cnt=1 Stn=15 CASHIER 04
\$5.00 \$11.00 \$10.00

After recording, return to:
ROBERT A. SMEJKAL
PO Box 1758
Eugene, OR 97440



\$47.00

04/27/2012 03:55:16 PM
RPR-ASN Cnt=1 Stn=1 CASHIER 05
\$10.00 \$10.00 \$11.00 \$16.00

Assignor:
DEWAYNE WAFFORD, Personal Representative
of the ESTATE OF THELMA IRENE WAFFORD
1209 Crenshaw Road
Eugene, OR 97401

Assignees:
DEWAYNE WAFFORD
DAPHNE J. WAFFORD
1209 Crenshaw Road
Eugene, OR 97401

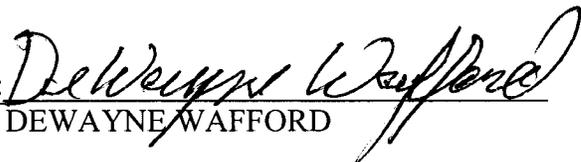
ASSIGNMENT OF TRUST DEED BY BENEFICIARY

FOR VALUE RECEIVED, DEWAYNE WAFFORD, Personal Representative of the ESTATE OF THELMA IRENE WAFFORD, Deceased (the "ESTATE"), as the current owner of the beneficial interest of THELMA I. WAFFORD as the Beneficiary under that certain Trust Deed dated October 20, 2006, executed and delivered by JULIE SUZANNE EHRICH and LINDA CHRISTINE BENDER, as Trustees of THE BARBARA K. PARMENTER IRREVOCABLE TRUST dated July 15, 1992, as Grantors, to FIRST AMERICAN TITLE as Trustee, in which CLARENCE WAFFORD and THELMA I. WAFFORD, husband and wife, or the survivor thereof, are the Beneficiaries, recorded October 24, 2006, as Recorder's No. 2006-076981, in the Official Records of Lane County, Oregon (the "Trust Deed"), hereby grants, assigns, transfers and sets over to DEWAYNE WAFFORD and DAPHNE J. WAFFORD, all of the beneficial interest in and under the Trust Deed, together with all of the right, title and interest of the ESTATE as the owner and holder of that certain Promissory Note dated October 20, 2006, in the principal amount of \$100,000.00, which is referenced in the Trust Deed, and all rights and benefits which either have accrued, or may accrue hereafter, under the Promissory Note and Trust Deed.

The ESTATE hereby covenants to and with DEWAYNE WAFFORD and DAPHNE J. WAFFORD that the ESTATE is now the owner and holder of the Promissory Note and owns the beneficial interest under the Trust Deed, and has the right to assign the Promissory Note and Trust Deed as provided herein.

This Assignment of Trust Deed by Beneficiary is dated effective April 24, 2012.

ESTATE OF THELMA IRENE WAFFORD

By: 
DEWAYNE WAFFORD

Personal Representative

STATE OF OREGON, County of Lane) ss.

This instrument was acknowledged before me on the 24 day of April, 2012, by DEWAYNE WAFFORD as Personal Representative of the ESTATE OF THELMA IRENE WAFFORD.



Annette Kay Kayser

NOTARY PUBLIC FOR OREGON

7199-1826834

After Recording Return To
First American Title
600 Country Club Road
Eugene, OR 97401

Lane County Clerk
Lane County Deeds & Records
2012-042900
08/24/2012 10:53:52 AM
RPR-AFFDEF Cnt=1 Stn=8 CASHIER 07
\$70.00 \$11.00 \$16.00 \$97.00

After recording return to:
Umpqua Bank
Attn.: Ky Fullerton
1 S.W. Columbia Street, Suite 1200
Portland, Oregon 97258

AFFIDAVIT OF MAILING

STATE OF OREGON)
) ss.
County of Multnomah)

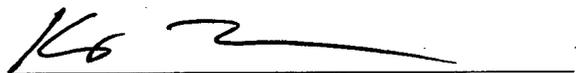
I, Ky Fullerton, being first duly sworn, depose and say:

1. I am the Successor Trustee under the terms of the Deed of Trust dated November 30, 2006, given by Barbara K. Parmenter, as to an undivided 10/28 interest, and Julie Suzanne Keeney and Linda Christine Bender, as trustees of the Barbara K. Parmenter Irrevocable Trust dated July 15, 1992, as to an undivided 18/28 interest, to First American Title Insurance Company as Trustee for the benefit of Umpqua Bank and recorded in the official records of Lane County, Oregon, on November 30, 2006, as Document No. 2006-085868.

2. Pursuant to ORS 86.740, I mailed with postage prepaid a true and correct copy of the Notice of Default, Election to Sell, and Notice of Sale recorded in the official records of Lane County, Oregon, on April 11, 2012, as Document No. 2012-017084, by certified mail, return receipt requested on May 8, 2012, and by first-class mail on May 8, 2012, to each of the parties identified on the attached Exhibit A.

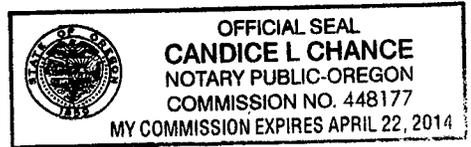
3. The above copies were enclosed in sealed envelopes addressed to the parties named above at the addresses set forth below each party's name, which, to the best of my knowledge, were the parties' last known addresses as of the date of mailing.

DATED this 21st day of August, 2012.


Ky Fullerton

Subscribed and sworn to before me on August 21, 2012, by Ky Fullerton,
Successor Trustee.


Notary Public



After recording return to:
Ky Fullerton
Umpqua Bank
MC 030-12-LEGL
1 S.W. Columbia Street, Suite 1200
Portland, Oregon 97258

NOTICE OF DEFAULT, ELECTION TO SELL, AND NOTICE OF SALE

Grantor: Barbara K. Parmenter, as to an undivided 10/28 interest
5729 Main Street, PMB 302
Springfield, Oregon 97478

Julie Suzanne Keeney and Linda Christine Bender, as trustees of the Barbara K. Parmenter Irrevocable Trust dated July 15, 1992, as to an undivided 18/28 interest
5729 Main Street, PMB 302
Springfield, Oregon 97478

Grantee: First American Title Insurance Company
Post Office Box 1325
Roseburg, Oregon 97470

PLEASE TAKE NOTICE that the undersigned Trustee elects to foreclose the following Deed of Trust by advertisement and sale proceedings and to sell the property covered by the Deed of Trust to satisfy the obligations secured thereby:

Deed of Trust dated November 30, 2006, given by Barbara K. Parmenter, as to an undivided 10/28 interest, and Julie Suzanne Keeney and Linda Christine Bender, as trustees of the Barbara K. Parmenter Irrevocable Trust dated July 15, 1992, as to an undivided 18/28 interest, to First American Title Insurance Company as Trustee for the benefit of Umpqua Bank and recorded in the official records of Lane County, Oregon, on November 30, 2006, as Document No. 2006-085868.

The Beneficiary has appointed Ky Fullerton, an active member of the Oregon State Bar, as successor Trustee. The successor Trustee's address is: MC 030-12-LEGL, 1 S.W. Columbia Street, Suite 1200, Portland, Oregon 97258.

The following property is covered by the Deed of Trust: See Exhibit "A" attached, which is incorporated herein by reference.

The Beneficiary has directed the Trustee to foreclose the Deed of Trust as a result of the following default(s): the Grantor's failure to comply with the terms of the various agreements relating to the Grantor's loan(s) now owing to Umpqua Bank, including but not limited to the Grantor's failure to pay all sums due Umpqua Bank in connection with said loan(s).

The Beneficiary has declared the entire unpaid balance of all obligations secured by the Deed of Trust immediately due, owing, and payable, in the sum of \$589,974.61 with interest at the applicable rate until paid, together with all costs, fees, future advances by the Beneficiary to protect its security interest, and other expenses allowed by law.

THE TRUSTEE WILL SELL THE DESCRIBED PROPERTY on September 12, 2012, at the hour of 11:30 a.m. based on the standard of time established by ORS 187.110, at the main entrance to the Lane County Courthouse, 125 E. Eighth Avenue, Eugene, Oregon, at public auction to the highest bidder for cash. The Grantor, the Grantor's successor in interest to all or any part of the trust property, any Beneficiary under a subordinate trust deed, or any person having a subordinate lien or encumbrance of record on the property may cure the default or defaults at any time prior to five days before the date last set for the Trustee's sale and thereby have the proceeding dismissed and the Deed of Trust reinstated pursuant to ORS 86.753. If the default consists of a failure to pay, when due, sums

secured by the Deed of Trust, the default may be cured by paying the entire amount due at the time of cure under the terms of the obligations, other than such portion as would not then be due had no default occurred. Any other default of the Deed of Trust obligation that is capable of being cured may be cured by tendering the performance required under the obligation or Deed of Trust. In any case, and in addition to paying the sums or tendering the performance necessary to cure the default(s), the person effecting the cure shall pay the Beneficiary all costs and expenses actually incurred in enforcing the obligation and Trust Deed, together with the Trustee's and attorney fees as allowed by law.

The undersigned Trustee certifies that, upon recording of this Notice, no assignments of the Deed of Trust have been made by the Trustee or by the Beneficiary except as indicated herein; no appointments of a successor Trustee have been made except as recorded in the official records of the county or counties in which the above-described real property is situated; the Beneficiary is the owner and holder of the obligations secured by said Deed of Trust; and no action has been instituted to recover the debt, or any part thereof, now remaining secured by said Deed of Trust, or if such action has been instituted, the action has been dismissed.

Whenever the context of this Notice so requires, the word "Grantor" includes any successor in interest to the Grantor as well as each and every person owing an obligation secured by the Deed of Trust; the word "Trustee" includes any successor Trustee; and the word "Beneficiary" includes any successor in interest of the original Beneficiary named above.

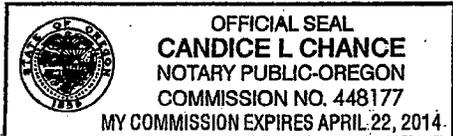
DATED this 6th day of April, 2012.

Ko z

Ky Fullerton
Successor Trustee

STATE OF OREGON)
) ss.
County of Multnomah)

The foregoing instrument was acknowledged before me on April 6, 2012, by Ky Fullerton, Successor Trustee.



Candice L. Chance
Notary Public

This Notice of Default, Election to Sell, and Notice of Sale was duly recorded on April 11, 2012, in the official records of Lane County, Oregon, as Document No. 2012- 017084. I hereby certify that this document is a true, correct, and complete copy of the original.

DATED this 4 day of ~~April~~ May, 2012.

Ko z

Ky Fullerton
Successor Trustee

Exhibit "A"

Real property in the County of Lane, State of Oregon, described as follows:

PARCEL I:

BEGINNING AT A POINT BEING NORTH 0° 01' 45" WEST 2028.60 FEET AND SOUTH 89° 25' 40" WEST 668.88 FEET FROM THE EAST SOUTHEAST CORNER OF THE R.G. HIXON DONATION LAND CLAIM NO. 47, IN TOWNSHIP 18 SOUTH, RANGE 2 WEST OF THE WILLAMETTE MERIDIAN, SAID POINT ALSO BEING ON THE EAST RIGHT-OF-WAY LINE OF A BONNEVILLE POWER ADMINISTRATION LINE EASEMENT; THENCE ALONG SAID EAST RIGHT-OF-WAY LINE SOUTH 3° 25' WEST 442.26 FEET; THENCE LEAVING SAID EAST RIGHT-OF-WAY LINE AND CROSSING SAID EASEMENT SOUTH 89° 25' 40" WEST 225.54 FEET TO THE WEST RIGHT-OF-WAY LINE OF SAID EASEMENT; THENCE ALONG SAID WEST RIGHT-OF-WAY NORTH 3° 25' EAST 442.26 FEET TO THE SOUTH MARGIN OF THE WEYERHAEUSER BOOTH-KELLY ROAD; THENCE ALONG SAID SOUTH MARGIN NORTH 89° 25' 40" EAST 225.54 FEET TO THE POINT OF BEGINNING, IN LANE COUNTY, OREGON.

EXCEPTING THAT PORTION LYING EASTERLY OF THE WEST LINE OF ROYAL RIDGE AS PLATTED AND RECORDED IN FILE 73, SLIDE 225, LANE COUNTY OREGON PLAT RECORDS, IN LANE COUNTY, OREGON.

PARCEL II:

BEGINNING AT A POINT BEING NORTH 1580.45 FEET AND WEST 696.22 FEET FROM THE EAST SOUTHEAST CORNER OF THE R.G. HIXON DONATION LAND CLAIM NO. 47, IN TOWNSHIP 18 SOUTH, RANGE 2 WEST OF THE WILLAMETTE MERIDIAN, POINT ALSO BEING ON THE EAST RIGHT-OF-WAY OF A BONNEVILLE POWER ADMINISTRATION LINE EASEMENT; THENCE ALONG SAID EAST RIGHT-OF-WAY LINE SOUTH 3° 25' 00" WEST 504.34 FEET; THENCE LEAVING SAID EAST RIGHT-OF-WAY LINE WEST 20.04 FEET; THENCE NORTH 3° 25' 00" EAST 291.64 FEET; THENCE SOUTH 89° 25' 40" WEST 205.48 FEET TO THE WEST RIGHT-OF-WAY OF SAID EASEMENT; THENCE ALONG SAID WEST RIGHT-OF-WAY LINE NORTH 3° 25' 00" EAST 212.50 FEET; THENCE LEAVING SAID WEST RIGHT-OF-WAY LINE AND CROSSING SAID RIGHT-OF-WAY NORTH 89° 25' 40" EAST 225.54 FEET TO THE POINT OF BEGINNING, IN LANE COUNTY, OREGON.

EXCEPTING THAT PORTION LYING EASTERLY OF THE WEST LINE OF ROYAL RIDGE, AS PLATTED AND RECORDED IN FILE 73, SLIDE 225, LANE COUNTY OREGON PLAT RECORDS, IN LANE COUNTY, OREGON.

PARCEL III:

BEGINNING AT A POINT BEING NORTH 89° 48' 30" WEST 482.78 FEET FROM THE EAST SOUTHEAST CORNER OF THE R.G. HIXON DONATION LAND CLAIM NO. 47, IN TOWNSHIP 18 SOUTH, RANGE 2 WEST OF THE WILLAMETTE MERIDIAN; THENCE NORTH 89° 48' 30" WEST 532.93 FEET; THENCE NORTH 3° 25' EAST 390.00 FEET; THENCE SOUTH 89° 48' 30" EAST 205.25 FEET; THENCE NORTH 3° 25' EAST 686.2 FEET; THENCE EAST 268.14 FEET; THENCE SOUTH 0° 01' 45" EAST 365.0 FEET; THENCE SOUTH 0° 23' 10" WEST 710.40 FEET TO THE POINT OF BEGINNING, IN LANE COUNTY, OREGON.

EXCEPT THAT PORTION GRANTED TO LANE COUNTY BY JUDGMENT ENTERED DECEMBER 11, 1998, LANE COUNTY CIRCUIT COURT CASE NO. 16-97-03333.

PARCEL IV:

BEGINNING AT A POINT BEING NORTH 89° 48' 30" WEST 482.78 FEET FROM THE EAST SOUTHEAST CORNER OF THE R.G. HIXON DONATION LAND CLAIM NO. 47, IN TOWNSHIP 18 SOUTH, RANGE 2 WEST OF THE WILLAMETTE MERIDIAN; THENCE NORTH 89° 48' 30" WEST 532.93 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 3° 25' EAST 390.00 FEET; THENCE SOUTH 89° 48' 30" EAST 205.25 FEET; THENCE NORTH 3° 25' EAST 686.2 FEET TO THE SOUTHWEST CORNER OF ROYAL RIDGE, AS PLATTED AND RECORDED IN FILE 73, SLIDE 225, LANE COUNTY OREGON PLAT RECORDS; THENCE NORTH 03° 25' EAST ALONG THE WEST LINE OF SAID ROYAL RIDGE TO THE SOUTH LINE OF PARCEL II AS CONVEYED TO JAMES D. PARMENTER AND BARBARA K. PARMENTER BY WARRANTY DEED RECORDED JUNE 18, 1979, RECEPTION NO. 79-35384, OFFICIAL RECORDS OF LANE COUNTY, OREGON. THENCE ALONG THE SOUTH LINE OF SAID PARMENTER TRACT SOUTH 89° 25' 40" WEST, A DISTANCE OF 205.48 FEET, MORE OR LESS, TO THE SOUTHWEST CORNER THEREOF; THENCE NORTH 03° 25' EAST 654.76 FEET TO THE SOUTH MARGIN OF WEYERHAEUSER BOOTH-KELLY ROAD; THENCE WEST ALONG THE SOUTH LINE OF THE WEYERHAEUSER BOOTH-KELLY ROAD 594.58 FEET, MORE OR LESS, TO THE WEST LINE OF SAID HIXON DONATION LAND CLAIM; THENCE SOUTH ALONG THE WEST LINE OF SAID HIXON DONATION LAND CLAIM TO A POINT THAT IS 1523.05 FEET NORTH AND 1489.0 FEET WEST OF THE MOST EASTERLY SOUTHEAST CORNER OF SAID HIXON DONATION LAND CLAIM; THENCE EAST 266.61 FEET; THENCE SOUTH 269.67 FEET; THENCE SOUTH 60.0 FEET TO THE SOUTHEAST CORNER OF THAT 60.0 FOOT ROADWAY AS DESCRIBED IN THAT STREET DEED TO THE CITY OF SPRINGFIELD RECORDED JANUARY 05, 1979, RECEPTION NO. 79-00757; THENCE WEST 244.61 FEET TO A POINT THAT IS 22.0 FEET EAST (AT RIGHT ANGLES TO) OF THE WEST LINE OF SAID HIXON DONATION LAND CLAIM; THENCE SOUTH PARALLEL WITH THE WEST LINE OF SAID HIXON DONATION LAND CLAIM, TO THE NORTHWEST CORNER OF THAT CERTAIN TRACT OF LAND CONVEYED TO DAVID N. BIRDSEYE, ET UX, BY DEED RECORDED FEBRUARY 17, 1950 IN BOOK 409, PAGE 540, OFFICIAL RECORDS OF LANE COUNTY, OREGON; THENCE NORTH 89° 40' EAST 100 FEET TO THE NORTHEAST CORNER OF SAID BIRDSEYE TRACT; THENCE SOUTH ALONG THE EAST LINE OF SAID BIRDSEYE TRACT 240.0 FEET TO THE SOUTHEAST CORNER OF SAID BIRDSEYE TRACT; THENCE NORTH 89° 40' EAST 177.30 FEET TO THE ANGLE CORNER ON THE EAST LINE OF SAID HIXON DONATION LAND CLAIM; THENCE SOUTH 89° 48' 30" WEST ALONG THE SOUTH LINE OF SAID HIXON DONATION LAND CLAIM TO THE TRUE POINT OF BEGINNING, IN LANE COUNTY, OREGON.

EXCEPTING THEREFROM THAT PORTION WITHIN THE FOLLOWING DESCRIBED TRACT:

COMMENCING AT THE INTERSECTION OF SOUTH 55TH PLACE WITH THE CENTERLINE OF IVY STREET; AND RUN THENCE NORTH 88° 00' WEST ALONG THE CENTERLINE OF SAID IVY STREET AND ITS WESTERLY EXTENSION 460.33 FEET; THENCE NORTH 40° 34' 00" WEST 38.03 FEET TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED; FROM THE POINT OF BEGINNING; RUN THENCE SOUTH 40° 34' 00" EAST 85.00 FEET; THENCE SOUTH 49° 26' 00" WEST 120.00 FEET; THENCE NORTH 40° 34' 00" WEST 85.00 FEET; THENCE NORTH 49° 26' 00" EAST 120.00 FEET TO THE POINT OF BEGINNING, IN SPRINGFIELD, LANE COUNTY, OREGON.

ALSO EXCEPT THAT PORTION GRANTED TO LANE COUNTY BY JUDGMENT ENTERED DECEMBER 11, 1998, IN LANE COUNTY CIRCUIT COURT CASE NO. 16-97-03333.

NOTE: This legal description was created prior to January 1, 2008.

Tax Parcel Number: 1292430, 1296944, 1428562, 1428570, 0560829 and 1584158

Barbara K. Parmenter
5729 Main Street
PMB 302
Springfield, Oregon 97478

Barbara K. Parmenter
5409 Ivy Street
Springfield, Oregon 97478

Timothy J. Yager
34 W. Lakeview Street
Lowell, Oregon 97452

US Bankruptcy Court
405 E 8th Avenue
#2600
Eugene, Oregon 97401

City of Lowell
PO Box 490
Lowell, Oregon 97452

Julie Suzanne Keeney, Trustee
Barbara K Parmenter Irrevocable Trust
2226 NW Thorncroft Dr., Apt 525
Hillsboro, Oregon 97124

Jill Allison Johnson
2655 NW Highland Dr., Unit 80
Corvallis, Oregon 97330

Rip-Con, LLC
5409 Ivy Street
Springfield, Oregon 97478

BAC Home Loans Servicing, L.P.
2380 Performance Dr.
Bldg C, Mail Stop R
Richardson, TX 75082-4333

Julie Suzanne Keeney, Trustee
Barbara K. Parmenter Irrevocable Trust
5729 Main Street, PMB 302
Springfield, Oregon 97478

Linda Christine Bender, Trustee
Barbara K. Parmenter Irrevocable Trust
5597 Glacier Dr
Springfield, Oregon 97478

Rip-Con, LLC
Hamilton W. Budge Jr., Reg. Agent
725 Country Club Rd
Eugene, Oregon 97401

Barbara K. Parmenter Irrevocable Trust
5729 Main Street
PMB 302
Springfield, Oregon 97478

Lane County Tax Assessors
125 E. 8th Avenue
Eugene, Oregon 97401

Linda Christine Bender, Trustee
Barbara K. Parmenter Irrevocable Trust
5729 Main Street, PMB 302
Springfield, Oregon 97478

Countrywide Home Loans Servicing, L.P.
2380 Performance Drive, Bldg C
Mail Stop:RGV-C-32
Richardson, TX 75082-4333

Guardian Management LLC
710 NW 14th Ave 2nd Fl
Portland, OR 97209-2789

Henderson Bennington Moshofsky PC
4800 SW Griffith Dr #350
Beaverton, OR 97005-4735

ODR Bkcy
955 Center St NE
Salem, OR 97301-2555

Akshjay S. Gupta, M.D.
Radiology Associates, PC
PO Box 53
Eugene OR 97440-0053

American Infosource Ip As Agent for
Fia Card Services, NA/Bank of America
PO Box 248809
Oklahoma City, OK 73124-8809

At Your Service Appliance Repair
3629 Franklin Blvd
Eugene OR 97403-2357

BAC Home Loan Servicing, LP, et al
Bankruptcy Department
Mail Stop CA6-919-01-23
400 National Way
Simi Valley, CA 93065-6414

BAC Home Loans Servicing, LP
7105 Corporate Drive
PTX-B-35
Plano, TX 75024-4100

Ball Janik LLP
c/o David W Criswell
101 SW Main St Ste 1100
Portland OR 97204-3219

Bank of America
Business Card
PO Box 5710
Wilmington DE 19808-0710

Bradley O. Baker
15545 Village Park Court
Lake Oswego OR 97034-3768

Branch Engineering
310 5th Street
Springfield OR 97477-4643

Brighter Homes
1968 W 6th Avenue
Eugene OR 97402-4308

Byrd Insurance
3169 Gateway Street
Springfield OR 97477-1018

CHASE BANK USA
C O WEINSTEIN AND RILEY, PS
2001 WESTERN AVENUE, STE 400
SEATTLE, WA 98121-3132

Catherine Carlyle Jobe
c/o Boyd Associates
6440 N Central Expressway, Suite 600
Dallas TX 75206-4163

Chase
Cardmember Service
PO Box 15548
Wilmington DE 19886-5548

Chase Bank USA NA
PO BOX 15145
Wilmington DE 19850-5145

Chase Home Finance, LLC
3415 Vision Drive
Columbus, OH 43219-6009

Chase Home Finance, LLC
800 Brooksedge Boulevard
Westerville, OH 43081-2822

Cindy A. Kindl
25 Highland Park Village LB100-257
Dallas, TX 75205-2789

Craig Tomlinson
429 Naismith
Eugene OR 97404-1195

Dean Forbes
6330 Main St #39
Springfield OR 97478-6931

Dee Safley
658 S 57th St #75
Springfield OR 97478-5439

Discover Bank
DFS Services LLC
PO Box 3025
New Albany OH 43054-3025

Disney Chase Credit
Cardmember Service
PO Box 94014
Palatine IL 60094-4014

EPUD
33733 Seavey Loop
Eugene OR 97405-9614

EWEB
500 East 4th Street
PO Box 10148
Eugene OR 97440-2148

Elan Financial Svc
POB 5229
Cincinnati OH 45201-5229

Global
3212 Main Street
Vancouver WA 98663-2753

Griffin Law Group
4231 SW Pendleton Street
Portland OR 97221-3452

H Thomas Evans
Attorney at Law
750 Lawrence St
Eugene OR 97401-2545

Hamilton W. Budge Jr. PC Attorney
725 Country Club Road
Eugene OR 97401-6008

Harrang Long Gary Rudnick PC
360 E 10th Avenue, Suite 300
Eugene OR 97401-3273

IFC
PO Box 315
Des Moines IA 50306-1315

(p)INTERNAL REVENUE SERVICE
CENTRALIZED INSOLVENCY OPERATIONS
PO BOX 7346
PHILADELPHIA PA 19101-7346

JPMorgan Chase Bank, N.A
Chase Records Center
Mail Code LA4-5555 - 700 Kansas Lane
Monroe, LA 71203

James Luenberger
Attorney at Law
4800 SW Meadows Road Suite 300
PO Box 1684
Lake Oswego OR 97035-0572

Jeanne Littleton
Lane County Court Transcriber
132 E. Broadway Suite 218
Eugene OR 97401-3150

Jeffery E. Potter PC
Attorney at Law
725 Country Club Road
Eugene OR 97401-6008

Jeffery J. Matthews
Harrang Long Gary Rudnick PC
c/o Marjorie A Berger
1001 SW Fifth Ave 16th Fl
Portland OR 97204-1116

John Bundy, Ph.D.
286 E. 18th
Eugene OR 97401-4159

John Woodworth
Attorney at Law
POB 747
Eugene OR 97440-0747

KEYBANK
c/o Weltman Weinberg & Reis, Co.LPA
323 W Lakeside Ave 2nd Floor
Cleveland OH 44113-1085

Keating Engineering
159 E 16th Ave
Eugene, OR 97401-4017

Kenneth S. Eiler, Chapter 11 Trustee
PMB 810
515 NW Saltzman Rd
Portland OR 97229-6098

Key Bank
PO Box 89417
Cleveland OH 44101-6417

Key Bank
PO Box 94932
Cleveland OH 44101-4932

Key Bank National Association
PO Box 94968
Cleveland OH 44101-4968

Keybank National Association
c/o Weltman, Weinberg & Reis Co LPA
175 S Third St #900
Columbus OH 43215-5166

Kristin Terry
5626 D St
Springfield OR 97478-6950

LVNV Funding LLC
Resurgent Capital Services
PO Box 10587
Greenville, SC 29603-0587

Lauren Paulson
Attorney at Law
3980 SW 170th Ave
Aloha OR 97007-1822

Lisa Gallo Allen
Attorney at Law
241 E Broadway Suite B
Eugene OR 97401

Lloyd E Humphreys
25 Highland Park Village #100-257
Dallas TX 75205-2789

Macy's Corporate Office
685 Market Street
San Francisco CA 94105-4200

McElhany Shotola Merwin & Hale LLC
Certified Public Accountants
975 Willagillespie Road
Eugene OR 97401-2112

Mike Tayloe, CPA
POB 71610
Eugene OR 97401

N.W. Natural Gas
PO Box 6017
Portland OR 97228-6017

NW Natural
20 NW 2nd Ave
Portland OR 97209-3902

Oregon Department of Veterans' Affairs
Daniel H Rosenhouse Dept of Justice
1515 SW 5th Ave #410
Portland OR 97201-5451

Oregon Dept of Revenue
PO Box 14751
Salem OR 97309

Oregon Dept of Revenue
c/o Carolyn G Wade
1162 Court St NE
Salem OR 97301-4095

Oregon Employment Dept
Employment Dept
875 Union St NE #107
Salem OR 97311-0800

Professional Credit Svc
POB 7548
Eugene OR 97401-0039

Q Street Internists
1180 Patterson St #3B
Eugene, OR 97401-3619

Qwest
PO Box 91156
Seattle WA 98111

R. Scott Palmer
Watkinson Laird Rubenstein
Baldwin & Burgess, P.C.
101 E. Broadway, Suite 200
Eugene, OR 97401-3114

Recovery Management Systems Corporation
25 S.E. 2nd Avenue, Suite 1120
Miami, FL 33131-1605

Sacred Heart
Peace Health
PO Box 569
Eugene OR 97440-0569

Samuel L. Boyd PC
Boyd & Associates
6440 N Central Expressway, Suite 600
Dallas TX 75206-4163

Springfield Utility Board
PO Box 300
Springfield OR 97477-0077

Sprint
PO Box 219100
Kansas City MO 64121-9100

Thomas A. Huntsberger, PC
Attorney at Law
870 West Centennial Blvd.
Springfield OR 97477-2835

Timber Tax Program
Oregon Dept of Revenue
PO Box 14003
Salem OR 97309-2502

US Bank
PO Box 5227
CN-OH-W15
Cincinnati OH 45202-5227

US Trustee, Eugene
405 E 8th Ave #1100
Eugene, OR 97401-2728

Umpqua Bank
Credit Card Services
PO Box 790408
St. Louis MO 63179-0408

Virginia Horn
2555 Polk Street
Eugene OR 97405-1838

Wells Fargo Bank, NA
3476 Stateview Blvd.
MAC # X7801-013
Ft Mill, SC 29715-7203

Willamette Graystone
3700 Franklin Blvd.
Eugene OR 97403-2395

William Carpenter Jr.
Attorney at Law
474 Willamette Street, Suite 303
Eugene OR 97401-2661

WorldMark
PO Box 97976
Las Vegas NV 89193-7976

(p) WYNDHAM CONSUMER FINANCE INC
P O BOX 97474
LAS VEGAS NV 89195-0001

Chris Mills
Friends & Neighbors Realty Group
1283 Lincoln St
Eugene, OR 97401-3418

Cynthia A. Kindl
25 Highland Park Village LB 100-257
Dallas, TX 75205-2789

James Branch
310 5th Street
Springfield, OR 97477-4643

Jeffrey Matthews
350 E 10th Ave #300
Eugene, OR 97401-3273

Judith McCay
70-200 Dillon Rd #629
Sky Valley, CA 92241-7646

Pam Bascilius
203 Deadmond Ferry Rd
Springfield, OR 97477-9402

Paul Dart, M.D , F C.A.
3495 Harris St
Eugene, OR 97405-4248

Richard McCay
70-200 Dillon Rd #629
Sky Valley, CA 92241-7646

Ronald Montplaisir
One Embassy Centre #460
9020 SW Washington Square Rd.
Portland, OR 97223-4436

Discover Card
PO Box 3008
New Albany OR 43054-3008

IRS
POB 21126
Philadelphia PA 19114

(d) Internal Revenue Service
1220 SW 3rd MS0240
Portland, OR 97204

US Bank NA
POB 5229
Cincinnati OH 45201

Worldmark by Wyndham
10750 W Charleston Blvd #130
Las Vegas NV 89135

Affidavit of Publication

SPRINGFIELD TIMES

PO Box 1859 – 741 Main St., Springfield, Oregon 97477

STATE OF OREGON }
COUNTY OF LANE } ss

Scott J Olsen being first duly sworn on oath, depose and says: That he/she is the owner/publisher of the Springfield Times, a weekly newspaper, which has been established, published in the English language, and circulated continuously as a weekly newspaper in the city of Springfield, and in said County and State as defined by ORS 193.010 and 193.020, and of general circulation in said county for more than twelve (12) months prior to the date of the first publication of the Notice hereto attached.

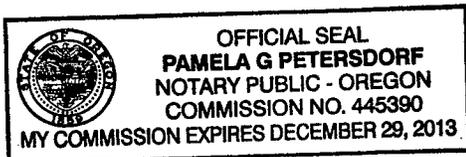
Copy of a notice of Default, Election to sell and notice of Sale

As it appeared in the regular and entire issue of said paper itself and not in a supplement thereof for a period of 4 weeks, commencing on the 6 day of July, 2012, and ending on the 27 of July, 2012, and that said newspaper was regularly distributed to its subscribers during all of this period. That the amount of \$ 756.00 is the total cost for the publication of this notice.

Scott J Olsen

Subscribed and sworn to before me this 27 day of July, 2012.

Pamela S Petersdorf
Notary Public in and for the State of Oregon



NOTICE OF DEFAULT, ELECTION TO SELL, AND NOTICE OF SALE

PLEASE TAKE NOTICE that the undersigned Trustee elects to foreclose the following Deed of Trust by advertisement and sale proceedings and to sell the property covered by the Deed of Trust to satisfy the obligations secured thereby:

Deed of Trust dated November 30, 2006, given by Barbara K. Parmenter, as to an undivided 10/28 interest, and Julie Suzanne Keeney and Linda Christine Bender, as trustees of the Barbara K. Parmenter Irrevocable Trust dated July 15, 1992, as to an undivided 18/28 interest, to First American Title Insurance Company as Trustee for the benefit of Umpqua Bank and recorded in the official records of Lane County, Oregon, on November 30, 2006, as Document No. 2006 085868.

The Beneficiary has appointed Ky Fullerton, an active member of the Oregon State Bar, as successor Trustee. The successor Trustee's address is: MC 030-12-LEGL, 1 S.W. Columbia Street, Suite 1200, Portland, Oregon 97258.

The following property is covered by the Deed of Trust: See Exhibit "A" attached, which is incorporated herein by reference.

The Beneficiary has directed the Trustee to foreclose the Deed of Trust as a result of the following default(s): the Grantor's failure to comply with the terms of the various agreements relating to the Grantor's loan(s) now owing to Umpqua Bank, including but not limited to the Grantor's failure to pay all sums due Umpqua Bank in connection with said loan(s).

The Beneficiary has declared the entire unpaid balance of all obligations secured by the Deed of Trust immediately due, owing, and payable, in the sum of \$589,974.61 with interest at the applicable rate until paid, together with all costs, fees, future advances by the Beneficiary to protect its security interest, and other expenses allowed by law.

THE TRUSTEE WILL SELL THE DESCRIBED PROPERTY on September 12, 2012, at the hour of 11:30 a.m. based on the standard of time established by ORS 187.110, at the main entrance to the Lane County Courthouse, 125 E. Eighth Avenue, Eugene, Oregon, at public auction to the highest bidder for cash. The Grantor, the Grantor's successor in interest to all or any part of the trust property, any Beneficiary under a subordinate trust deed, or any person having a subordinate lien or encumbrance of record on the property may cure the default or defaults at any time prior to five days before the date last set for

the Trustee's sale and thereby have the proceeding dismissed and the Deed of Trust reinstated pursuant to ORS 86.753. If the default consists of a failure to pay, when due, sums secured by the Deed of Trust, the default may be cured by paying the entire amount due at the time of cure under the terms of the obligations, other than such portion as would not then be due had no default occurred. Any other default of the Deed of Trust obligation that is capable of being cured may be cured by tendering the performance required under the obligation or Deed of Trust. In any case, and in addition to paying the sums or tendering the performance necessary to cure the default(s), the person effecting the cure shall pay the Beneficiary all costs and expenses actually incurred in enforcing the obligation and Trust Deed, together with the Trustee's and attorney fees as allowed by law.

The undersigned Trustee certifies that, upon recording of this Notice, no assignments of the Deed of Trust have been made by the Trustee or by the Beneficiary except as indicated herein; no appointments of a successor Trustee have been made except as recorded in the official records of the county or counties in which the above-described real property is situated; the Beneficiary is the owner and holder of the obligations secured by said Deed of Trust; and no action has been instituted to recover the debt, or any part thereof, now remaining secured by said Deed of Trust, or if such action has been instituted, the action has been dismissed.

Whenever the context of this Notice so requires, the word "Grantor" includes any successor in interest to the Grantor as well as each and every person owing an obligation secured by the Deed of Trust; the word "Trustee" includes any successor Trustee; and the word "Beneficiary" includes any successor in interest of the original Beneficiary named above.

DATED this 6th day of April, 2012.
Ky Fullerton
Successor Trustee

Exhibit "A"

Real property in the County of Lane, State of Oregon, described as follows:

PARCEL I:
BEGINNING AT A POINT BEING NORTH 0° 01' 45" WEST 2028.60 FEET AND SOUTH 89° 25' 40" WEST 668.88 FEET FROM THE EAST SOUTHEAST CORNER OF THE R.G. HIXON DONATION LAND CLAIM NO. 47, IN TOWNSHIP 18 SOUTH, RANGE 2 WEST OF THE WILLAMETTE MERIDIAN, SAID POINT ALSO BEING ON THE EAST RIGHT-OF-WAY LINE OF A BONNEVILLE POWER ADMINISTRATION LINE EASEMENT; THENCE ALONG SAID EAST RIGHT-OF-WAY LINE SOUTH 3° 25' WEST 442.26 FEET; THENCE LEAVING SAID EAST RIGHT-OF-WAY LINE AND CROSSING SAID EASEMENT SOUTH 89° 25' 40" WEST 225.54 FEET TO THE WEST RIGHT-OF-WAY LINE OF SAID EASEMENT; THENCE ALONG SAID WEST RIGHT-OF-WAY NORTH 3° 25' EAST 442.26 FEET TO THE SOUTH MARGIN OF THE WEYERHAEUSER BOOTH-KELLY ROAD; THENCE ALONG SAID SOUTH MARGIN NORTH 89° 25' 40" EAST 225.54 FEET TO THE POINT OF BEGINNING, IN LANE COUNTY, OREGON.
EXCEPTING THAT PORTION LYING EASTERLY OF THE WEST LINE OF ROYAL RIDGE AS PLATTED AND RECORDED IN FILE 73, SLIDE 225, LANE COUNTY OREGON PLAT RECORDS, IN LANE COUNTY, OREGON.

PARCEL II:
BEGINNING AT A POINT BEING NORTH 1580.45 FEET AND WEST 696.22 FEET FROM THE EAST SOUTHEAST CORNER OF THE R.G. HIXON DONATION LAND CLAIM NO. 47, IN TOWNSHIP 18 SOUTH, RANGE 2 WEST OF THE WILLAMETTE MERIDIAN, POINT ALSO BEING ON THE EAST RIGHT-OF-WAY OF A BONNEVILLE POWER ADMINISTRATION LINE EASEMENT; THENCE ALONG SAID EAST RIGHT-OF-WAY LINE SOUTH 3° 25' 00" WEST 504.34 FEET; THENCE LEAVING SAID EAST RIGHT-OF-WAY LINE WEST 20.04 FEET; THENCE NORTH 3° 25' 00" EAST 291.64 FEET; THENCE SOUTH 89° 25' 40" WEST 205.48 FEET TO THE WEST RIGHT-OF-WAY OF SAID EASEMENT; THENCE ALONG SAID WEST RIGHT-OF-WAY LINE NORTH 3° 25' 00" EAST 212.50 FEET; THENCE LEAVING SAID WEST RIGHT-OF-WAY LINE AND CROSSING SAID RIGHT-OF-WAY NORTH 89° 25' 40" EAST 225.54 FEET TO THE POINT OF BEGINNING, IN LANE COUNTY, OREGON.
EXCEPTING THAT PORTION LYING EASTERLY OF THE WEST LINE OF ROYAL RIDGE, AS PLATTED AND RECORDED IN FILE 73, SLIDE 225, LANE COUNTY OREGON PLAT RECORDS, IN LANE COUNTY, OREGON.

PARCEL III:
BEGINNING AT A POINT BEING NORTH 89° 48' 30" WEST 482.78 FEET FROM THE EAST SOUTHEAST CORNER OF THE R.G. HIXON DONATION LAND CLAIM NO. 47, IN TOWNSHIP 18 SOUTH, RANGE 2 WEST OF THE WILLAMETTE MERIDIAN; THENCE NORTH 89° 48' 30" WEST 532.93 FEET; THENCE NORTH 3° 25' EAST 390.00 FEET; THENCE SOUTH 89° 48' 30" EAST 205.25 FEET; THENCE NORTH 3° 25' EAST 686.2 FEET; THENCE EAST 268.14 FEET; THENCE SOUTH 0° 01' 45" EAST 365.0 FEET; THENCE SOUTH 0° 23' 10" WEST 710.40 FEET TO THE POINT OF BEGINNING, IN LANE COUNTY, OREGON.
EXCEPT THAT PORTION GRANTED TO LANE COUNTY BY JUDGMENT ENTERED DECEMBER 11, 1998, LANE COUNTY CIRCUIT COURT CASE NO. 16-97-03333.

PARCEL IV:
BEGINNING AT A POINT BEING NORTH 89° 48' 30" WEST 482.78 FEET FROM THE EAST SOUTHEAST CORNER OF THE R.G. HIXON DONATION LAND CLAIM NO. 47, IN TOWNSHIP 18 SOUTH, RANGE 2 WEST OF THE WILLAMETTE MERIDIAN; THENCE NORTH 89° 48' 30" WEST 532.93 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 3° 25' EAST 390.00 FEET; THENCE SOUTH 89° 48' 30" EAST 205.25 FEET; THENCE NORTH 3° 25' EAST 686.2 FEET TO THE SOUTHWEST CORNER OF ROYAL RIDGE, AS PLATTED AND RECORDED IN FILE 73, SLIDE 225, LANE COUNTY OREGON PLAT RECORDS; THENCE NORTH 03° 25' EAST ALONG THE WEST LINE OF SAID ROYAL RIDGE TO THE SOUTH LINE OF PARCEL II AS CONVEYED TO JAMES D. PARMENTER AND BARBARA K. PARMENTER BY WARRANTY DEED RECORDED JUNE 18, 1979, RECEPTION NO. 79-35384, OFFICIAL RECORDS OF LANE COUNTY, OREGON. THENCE ALONG THE SOUTH LINE OF SAID

PARMENTER TRACT SOUTH 89° 25' 40" WEST, A DISTANCE OF 205.48 FEET, MORE OR LESS, TO THE SOUTHWEST CORNER THEREOF; THENCE NORTH 03° 25' EAST 654.76 FEET TO THE SOUTH MARGIN OF WEYERHAEUSER BOOTH-KELLY ROAD; THENCE WEST ALONG THE SOUTH LINE OF THE WEYERHAEUSER BOOTH-KELLY ROAD 594.58 FEET, MORE OR LESS, TO THE WEST LINE OF SAID HIXON DONATION LAND CLAIM; THENCE SOUTH ALONG THE WEST LINE OF SAID HIXON DONATION LAND CLAIM TO A POINT THAT IS 1523.05 FEET NORTH AND 1489.0 FEET WEST OF THE MOST EASTERLY SOUTHEAST CORNER OF SAID HIXON DONATION LAND CLAIM; THENCE EAST 266.61 FEET; THENCE SOUTH 269.67 FEET; THENCE SOUTH 60.0 FEET TO THE SOUTHEAST CORNER OF THAT 60.0 FOOT ROADWAY AS DESCRIBED IN THAT STREET DEED TO THE CITY OF SPRINGFIELD RECORDED JANUARY 05, 1979, RECEPTION NO. 79-00757; THENCE WEST 244.61 FEET TO A POINT THAT IS 22.0 FEET EAST (AT RIGHT ANGLES TO) OF THE WEST LINE OF SAID HIXON DONATION LAND CLAIM; THENCE SOUTH PARALLEL WITH THE WEST LINE OF SAID HIXON DONATION LAND CLAIM, TO THE NORTHWEST CORNER OF THAT CERTAIN TRACT OF LAND CONVEYED TO DAVID N. BIRDSEYE, ET UX, BY DEED RECORDED FEBRUARY 17, 1950 IN BOOK 409, PAGE 540, OFFICIAL RECORDS OF LANE COUNTY, OREGON; THENCE NORTH 89° 40' EAST 100 FEET TO THE NORTHEAST CORNER OF SAID BIRDSEYE TRACT; THENCE SOUTH ALONG THE EAST LINE OF SAID BIRDSEYE TRACT 240.0 FEET TO THE SOUTHEAST CORNER OF SAID BIRDSEYE TRACT; THENCE NORTH 89° 40' EAST 177.30 FEET TO THE ANGLE CORNER ON THE EAST LINE OF SAID HIXON DONATION LAND CLAIM; THENCE SOUTH 89° 48' 30" WEST ALONG THE SOUTH LINE OF SAID HIXON DONATION LAND CLAIM TO THE TRUE POINT OF BEGINNING, IN LANE COUNTY, OREGON.
EXCEPTING THEREFROM THAT PORTION WITHIN THE FOLLOWING DESCRIBED TRACT:
COMMENCING AT THE INTERSECTION OF SOUTH 55TH PLACE WITH THE CENTERLINE OF IVY STREET; AND RUN THENCE NORTH 88° 00' WEST ALONG THE CENTERLINE OF SAID IVY STREET AND ITS WESTERLY EXTENSION 460.33 FEET; THENCE NORTH 40° 34' 00" WEST 38.03 FEET TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED; FROM THE POINT OF BEGINNING; RUN THENCE SOUTH 40° 34' 00" EAST 85.00 FEET; THENCE SOUTH 49° 26' 00" WEST 120.00 FEET; THENCE NORTH 40° 34' 00" WEST 85.00 FEET; THENCE NORTH 49° 26' 00" EAST 120.00 FEET TO THE POINT OF BEGINNING, IN SPRINGFIELD, LANE COUNTY, OREGON.
ALSO EXCEPT THAT PORTION GRANTED TO LANE COUNTY BY JUDGMENT ENTERED DECEMBER 11, 1998, IN LANE COUNTY CIRCUIT COURT CASE NO. 16-97-03333.

NONMILITARY AFFIDAVIT

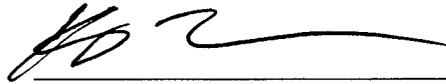
STATE OF OREGON)
) ss.
County of Multnomah)

I, Ky Fullerton, being first duly sworn, depose and say:

1. I am the Successor Trustee under the terms of the Deed of Trust dated November 30, 2006, given by Barbara K. Parmenter, as to an undivided 10/28 interest, and Julie Suzanne Keeney and Linda Christine Bender, as trustees of the Barbara K. Parmenter Irrevocable Trust dated July 15, 1992, as to an undivided 18/28 interest (collectively, "Grantors"), to First American Title Insurance Company as Trustee for the benefit of Umpqua Bank and recorded in the official records of Lane County, Oregon, on November 30, 2006, as Document No. 2006-085868.

2. To the best of my knowledge and belief, none of the above Grantors was a person in military service as defined in the Servicemembers Civil Relief Act of 2003 at the time of foreclosure, and none of the Grantors' last-known addresses are part of any military installation.

DATED this 21st day of August, 2012.

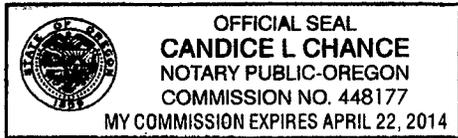


Ky Fullerton

Subscribed and sworn to before me on August 21, 2012, by Ky Fullerton,
Successor Trustee.



Notary Public





STORMWATER MANAGEMENT SYSTEM SCOPE OF WORK

----- (Area below this line filled out by Applicant) -----
(Please return to Matt Stouder @ City of Springfield Public Works Engineering; Fax # 736-1021, Phone # 736-1035),
email: mstouder@ci.springfield.or.us

Project Name: _____	Applicant: _____
Assessors Parcel _____	Date: _____
Land Use(s): _____	Phone #: 503-419-2500
Project Size (Acres): 28.8 acres (Ph 1-22 ac, Ph 2-6.8 ac)	Fax #: _____
Approx. Impervious Area: _____	Email: _____

Project Description (Include a copy of Assessor's map):

Drainage Proposal (Public connection(s), discharge location(s), etc. Attach additional sheet(s) if necessary):

Proposed Stormwater Best Management Practices:
Stormwater treatment will be provided in extended dry ponds located upstream of the discharge locations.

----- (Area below this line filled out by the City and Returned to the Applicant) -----
(At a minimum, all boxes checked by the City on the front and back of this sheet shall be submitted for an application to be complete for submittal, although other requirements may be necessary.)

Drainage Study Type (EDSPM Section 4.03.2): (Note, UH may be substituted for Rational Method)

- Small Site Study – (use Rational Method for calculations)
- Mid-Level Development Study – (use Unit Hydrograph Method for calculations)
- Full Drainage Development Study – (use Unit Hydrograph Method for calculations) > 25 ACRES, ADJACENT TO WETLANDS

Environmental Considerations:

<input type="checkbox"/> Wellhead Zone: <u>N/A</u>	<input type="checkbox"/> Hillside Development: _____
<input checked="" type="checkbox"/> Wetland/Riparian: <u>M-30 48th ST / HAUL RD.</u>	<input type="checkbox"/> Floodway/Floodplain: <u>N/A</u>
<input checked="" type="checkbox"/> Soil Type: <u>121B, 121C, 52B, 34</u>	<input checked="" type="checkbox"/> Other Jurisdictions: <u>LAKE COUNTY</u>

Downstream Analysis:

- N/A
- Flow line for starting water surface elevation: _____
- Design HGL to use for starting water surface elevation: _____
- Manhole/Junction to take analysis to: DEMONSTRATE SOUTHERN DITCH HAS CAPACITY

COMPLETE STUDY ITEMS

* Based upon the information provided on the front of this sheet, the following represents a minimum of what is needed for an application to be complete for submittal with respect to drainage; however, this list should not be used in lieu of the Springfield Development Code (SDC) or the City's Engineering Design Manual. Compliance with these requirements does not constitute site approval; Additional site specific information may be required. Note: Upon scoping sheet submittal, ensure completed form has been signed in the space provided below:

Interim Design Standards/Water Quality (EDSPM Chapter 3)

Req'd N/A

- All non-building rooftop (NBR) impervious surfaces shall be **pre-treated** (e.g. multi-chambered catchbasin w/oil filtration media) for stormwater quality. Additionally, a **minimum of 50%** of the NBR impervious surface shall be treated by vegetated methods.
- Where required, vegetative stormwater design shall be consistent with interim design standards (EDSPM Section 3.02), set forth by the Bureau of Environmental Services (BES) or Clean Water Services (CWS).
- For new NBR impervious area **less than 15,000 square feet**, a simplified design approach may be followed as specified by the BES for vegetative treatment.
- If a stormwater treatment swale is proposed, submit calculations/specifications for sizing, velocity, flow, side slopes, bottom slope, and seed mix consistent with either BES or CWS requirements.
- Water Quality calculations as required in Section 3.03.1 of the EDSPM ?
- All building rooftop mounted equipment, or other fluid containing equipment located outside of the building, shall be provided with secondary containment or weather resistant enclosure.

General Study Requirements (EDSPM Section 4.03)

- Drainage study prepared by a Professional Civil Engineer licensed in the state of Oregon.
- A complete drainage study, as required in EDSPM Section 4.03.1, including a hydrological study map.
- Calculations showing system capacity for a 2-year storm event and overflow effects of a 25-year storm event.
- The time of concentration (Tc) shall be determined using a 10 minute start time for developed basins.

Review of Downstream System (EDSPM Section 4.03.4.C)

- A downstream drainage analysis as described in EDSPM Section 4.03.4.C. On-site drainage shall be governed by the Oregon Plumbing Specialty Code (OPSC). - *Only on Southern ditch to ensure it doesn't overflow*
- Elevations of the HGL and flow lines for both city and private systems where applicable. →

Design of Storm Systems (EDSPM Section 4.04)

- Flow lines, slopes, rim elevations, pipe type and sizes clearly indicated on the plan set.
- Minimum pipe cover shall be 18 inches for reinforced pipe and 36 inches for plain concrete and plastic pipe materials, or proper engineering calculations shall be provided when less. The cover shall be sufficient to support an 80,000 lb load without failure of the pipe structure.
- Manning's "n" values for pipes shall be consistent with Table 4-1 of the EDSP. All storm pipes shall be designed to achieve a minimum velocity of three (3) feet per second at 0.5 pipe full based on Table 4-1 as well.

Other/Misc

- Existing and proposed contours, located at one foot interval. Include spot elevations and site grades showing how site drains
- Private stormwater easements shall be clearly depicted on plans when private stormwater flows from one property to another
- Drywells shall not receive runoff from any surface w/o being treated by one or more BMPs, with the exception of residential building roofs (EDSP Section 3.03.4.A). Additional provisions apply to this as required by the DEQ. Refer to the website: www.deq.state.or.us/wq/groundwa/uichome.htm for more information.
- Detention ponds shall be designed to limit runoff to pre-development rates for the 2 through 25-year storm events - *N/S runoff split to remain the same and flow limited on South by ditch size.*
*This form shall be included as an attachment, inside the front cover, of the stormwater study

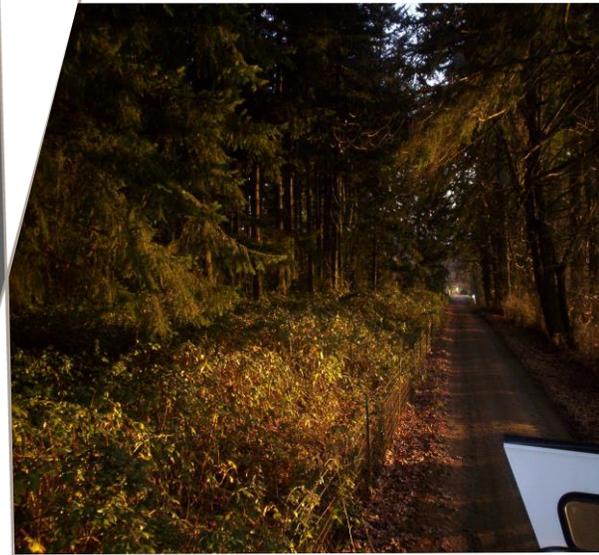
*** IMPORTANT: ENGINEER PLEASE READ BELOW AND SIGN!**

As the engineer of record, I hereby certify the above required items are complete and included with the submitted stormwater study and plan set Signature _____ Date _____ :

Preliminary Drainage Report

Laurelwood

21304840



Prepared for
Hayden Homes
2464 SW Glacier Place, Suite 110
Redmond, Oregon
97756

March 12, 2014
Revised from January 16, 2014

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EXECUTIVE SUMMARY

The proposed Laurelwood subdivision is located north of Mt. Vernon Rd and east of S 55th Place in Springfield, Oregon (See Figure 1-1 – Vicinity Map). The site is approximately 29.3 acres and contains an overgrown Christmas tree farm. A ridge is located along the center of the site and directs runoff either north to a wetland, or south to a roadside ditch in Mt. Vernon Road. The proposed Laurelwood development consists of a 65 lot subdivision to be constructed in two phases. Phase 1 will construct the first 25 lots.

The purpose of this report is to describe the stormwater management facilities being proposed as part of the Laurelwood subdivision and to show the design follows the standards and regulations developed by the City of Springfield. These regulations are identified in the *City of Springfield Engineering Design Standards and Procedure Manual* issued in January 2012. Mt. Vernon Road is a Lane County road and must follow Lane County detention standards.

Water quality and quantity will be accomplished through the use of extended dry ponds. Extended dry ponds are an approved treatment method per the City of Springfield and Lane County. Treatment is required for all non-building rooftop impervious area. Extended dry ponds meet the requirements for vegetated treatment methods, meeting the City's 50% vegetated treatment requirement.

In addition to water quality, the City of Springfield has identified peak flow attenuation and the potential resulting erosion as a primary concern for flows being released into the downstream wetlands. The proposed development is addressing peak flow attenuation in two ways:

- A vegetated energy dissipater was designed to disperse flow over a large area in an effort to reduce erosive velocities at the outfall. The flow dispersion trench was designed for the 25-year event.
- The proposed extended dry pond will detain runoff for the water quality event and will thereby provide flow attenuation for smaller, more frequent storm events.

Phase 1 will drain to the wetlands to the north and to the Mt. Vernon roadside ditch, while Phase 2 will drain only to the Mt. Vernon roadside ditch. This analysis is in support of Phase 1, but will review the storm design for both phases, assuming the site is completely built-out.

A detailed analysis of the roadside ditch on Mt. Vernon Rd was completed to ensure sufficient conveyance capacity and ensure the development does not result in roadway flooding. The roadway ditch along Mt. Vernon Road is part of the Jasper – Natron Basin and collects runoff from the north side of the road for a quarter mile to the east. The downstream analysis was completed in post-development conditions. The upstream basin contains the site, a cemetery, cow pasture and a BPA easement. The land-use for the upstream basin is not likely to develop in the future.

The proposed storm conveyance sewer will be designed in the final drainage report. The proposed system will have enough capacity to handle all storm events up to and including the 25-year storm event.

Note the project name, estimated project size and number of proposed lots has changed since submitting the Stormwater Management System Scope of Work.

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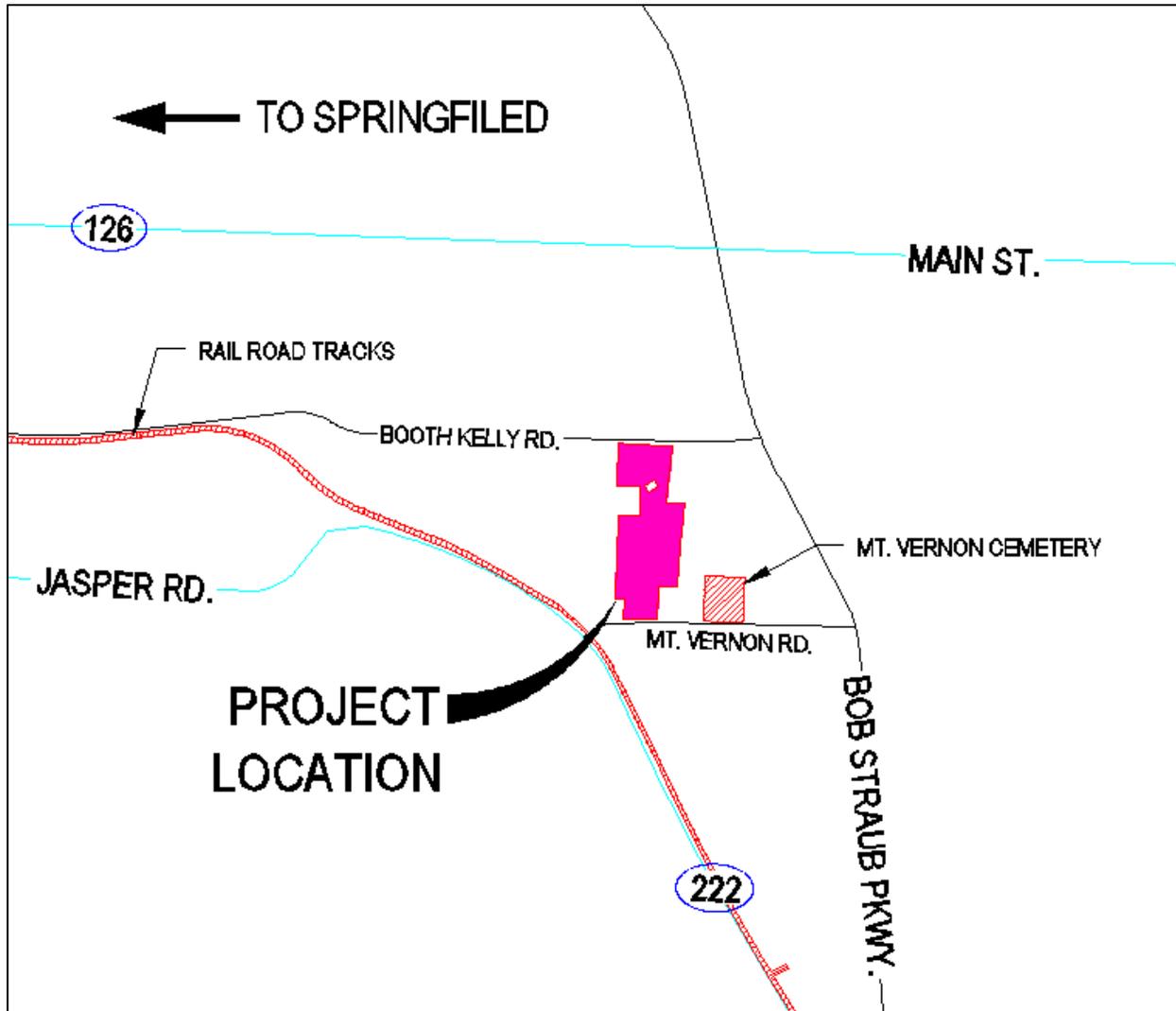
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TECHNICAL APPENDIX STORMWATER MANAGEMENT

1 VICINITY MAP

Figure 1-1 Vicinity Map



2 PROJECT DESCRIPTION

2.1 Project Overview

The proposed Laurelwood subdivision is located north of Mt. Vernon Rd and east of S 55th Place in Springfield, Oregon (See Figure 1-1 – Vicinity Map). The site is approximately 29.3 acres and contains an overgrown Christmas tree farm. A ridge is located along the center of the site and directs runoff either north to a wetland, or south to a roadside ditch in Mt. Vernon Road. The proposed Laurelwood development consists of a 65 lot subdivision to be constructed in two phases. Phase 1 will construct the first 25 lots.

The purpose of this report is to describe the stormwater management facilities being proposed as part of the Laurelwood subdivision and to show the design follows the standards and regulations developed by the City of Springfield. These regulations are identified in the *City of Springfield Engineering Design Standards and Procedure Manual* issued in January 2012. Mt. Vernon Road is a Lane County road and must follow Lane County detention standards.

3 EXISTING CONDITIONS

3.1 Topography

The site is approximately 28.80 acres and contains an overgrown Christmas tree farm. Land cover includes trees, black berries and grass. The site also includes a BPA easement. The site area within the BPA easement will not be developed. The existing site slopes range from 3 to 10% within the development area. A ridge is located along the center of the site with a maximum elevation of 579.7. The minimum elevation at the southwest corner of the property is approximately 533 and the minimum elevation at the northwest corner of the site is approximately 504.

3.2 Climate

The site is located in Springfield, Oregon approximately 60 miles inland from the Pacific Ocean. There is a gradual change in seasons with defined seasonal characteristics. Average daily temperatures range from 40°F to 65°F. Average annual rainfall recorded in this area is 46 inches. Average annual snowfall is approximately 3-inches between December and January.

3.3 Site Geology

The underlying soil type on the site as classified by the United States Department of Agriculture Soil Survey of Lane County, Oregon is summarized within Table 3-1 (See Technical Appendix: Hydrologic Soils Group – Lane County Area, Oregon).

Table 3-1 Soil Characteristics

Soil Type	Hydrologic Group
Salkum Silty Clay Loam	B

Site soils are categorized as Hydrologic Group B. Group B soils have moderate infiltration rates at the surface when thoroughly saturated. The texture of group B soils is fine to moderately coarse textures.

3.4 Hydrology

A ridge diverts runoff from the existing site in two directions, north-northeast and southwest. The north basin drains to wetlands located north of the development. The wetlands are part of the Weyerhaeuser Outfall Basin that ultimately flows to the McKenzie River. The south basin is part of the Jasper – Natron Basin that ultimately flows to the Middle Fork of the Willamette River. Exhibit 1 - Existing Basin Delineation, in the Technical Appendix shows the basin divide.

3.5 Curve Number

The major factors for determining the CN values are hydrologic soil group, cover type, treatment, hydrologic condition and antecedent runoff condition. The curve number represents runoff potential from the soil. A curve number of 65 will be used in existing conditions, which represents "Woods-Grass Combination – Fair Condition" (See Technical Appendix: Table C-2 Runoff Curve Numbers).

3.6 Time of Concentration

The time of concentration (T_c) as described in NEH-4 Chapter 15 is defined two ways; the time for runoff to travel from the furthestmost point of the watershed to the point in question, and the time from the end of excess rainfall to the point of inflection on the trailing limb of the unit hydrograph. Time of concentration can be estimated from several formulas. The Lane County guidelines which are based on the NRCS method were used in this analysis. The minimum time of concentration is 5 minutes in highly developed urban areas (i.e. parking lots) and the maximum is 100 minutes in rural areas.

A time of concentration of 41 minutes was calculated for the north basin and 46 minutes was calculated for the south basin in existing conditions (See Technical Appendix: Time of Concentration spreadsheet).

3.7 Basin Areas

Table 3-2 and Table 3-3 list the basin area for each phase and for each drainage basin. The flow analysis was completed for each basin. The existing site is almost completely pervious (See Technical Appendix: Exhibit 1 - Existing Basin Delineation).

Table 3-2 Existing Basin Areas by Phase

Basin	Impervious Area (ac)	Pervious Area (ac)	Total Area (ac)
Phase 1	0.00	6.94	6.94
Phase 2	0.00	9.55	9.55
Excluded	0.00	12.84	12.84
Total	0.00	29.33	29.33

Only 16.49 acres of the total site area will be developed as a single family residential development. The remaining area approximately 12.84 acres will be not developed because of the BPA easement, steep slopes or wetlands.

Table 3-3 Existing Basin Areas by Basin

Basin	Impervious Area (ac)	Pervious Area (ac)	Total Area (ac)
North	0.00	4.44	4.44
South	0.00	12.05	12.05
Excluded Areas	0.00	12.84	12.84
Total	0.00	29.33	29.33

4 PROPOSED CONDITIONS

4.1 Hydrology

The proposed project will construct two extended dry ponds to provide water quality treatment for the proposed roadway and detention for onsite impervious area. The ponds are identified as the North pond and the South pond. A portion of Phase 1 will drain to the North pond. The remaining area of Phase 1 will drain to the South pond. All of Phase 2 will drain to the South pond. In addition to providing treatment, the South pond will provide detention before releasing into the County roadway (See Technical Appendix: Exhibit 2 - Proposed Basin Delineation).

4.2 Curve Number

A curve number of 61 will be used for the pervious area, which represents “Open space – Good Condition”. The associated runoff curve number for the impervious areas is 98 (See Technical Appendix: Table C-2 Runoff Curve Numbers).

4.3 Time of Concentration

A time of concentration of 10 minutes was used in proposed conditions per section 4.03.1 Drainage Study of the *Stormwater Capacity Manual*.

4.4 Basin Areas

Table 4-1 and Table 4-2 list the basin area for each phase and for each drainage basin in proposed conditions. The proposed development will be 25.0 percent impervious (See Technical Appendix: Exhibit 2 - Proposed Basin Delineation).

Table 4-1 Proposed Basin Areas by Phase

Basin	Impervious Area (ac)	Pervious Area (ac)	Total Area (ac)
Phase 1	3.09	3.85	6.94
Phase 2	4.25	5.30	9.55
Excluded Areas	0.00	12.84	12.84
Total	7.34	21.99	29.33

Table 4-2 Proposed Basin Areas by Basin

Basin	Impervious Area (ac)	Pervious Area (ac)	Total Area (ac)
North	1.75	2.69	4.44
South	5.59	6.46	12.05
Excluded Areas	0.00	12.84	12.84
Total	7.34	21.99	29.33

5 HYDROLOGIC ANALYSIS DESIGN GUIDELINES

5.1 Design Guidelines

The analysis and design criteria used for stormwater management described in this section will follow *City of Springfield Engineering Design Standards and Procedure Manual* issued in January 2012.

5.2 Hydrograph Method

Naturally occurring rainstorms dissipate over long periods of time. The most effective way of estimating storm rainfall is by using the hydrograph method. The SCS Curve Number method is described in the *SCS National Engineering Handbook - Section 4*. The SCS runoff method equation is:

$$Q = \frac{(P - I_a)^2}{(P - I_a) + S}$$

Where:

Q = Runoff (cfs)

P = Rainfall (inches)

S = Potential maximum retention after runoff begins

I_a = Initial abstraction

During the development of a runoff hydrograph, the above equation is used to compute the incremental runoff depth for each time step from the incremental runoff depth given by the design storm hydrograph. xpswmm Version 14.1 and StormShed were used for the hydrology and hydraulics analysis. xpswmm is based on the public EPA SWMM program and is an approved method of analysis by the City of Springfield.

5.3 xpswmm Runoff

The runoff function of xpswmm generates surface and subsurface runoff based on design or measured rainfall conditions, land use and topography. xpswmm has present design rainfall patterns. The NRCS Type IA rainfall distribution with total precipitation depth multiplier was used in the model for the proposed property.

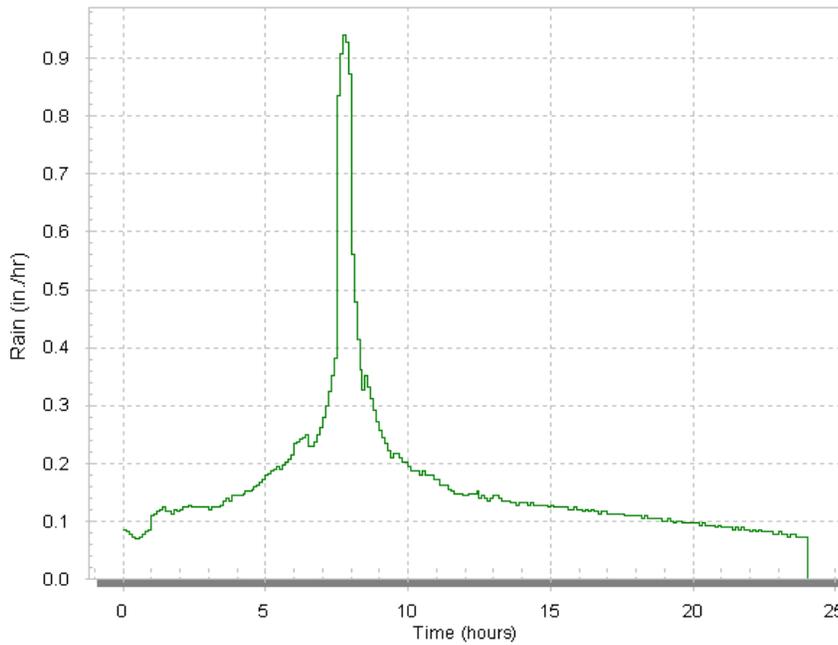
5.4 Design Storm

The rainfall distribution to be used within the City of Springfield jurisdiction is the design storm of 24-hour duration based on the standard Type 1A rainfall distribution. Table 5-1 shows total precipitation depths for different storm events which were used for the type 1A 24-hour rainfall distribution in xpswmm. A typical NRCS Type 1A 24-hour rainfall distribution for a 25-year storm event is shown in Figure 5-1.

Table 5-1 Precipitation Depth

Recurrence interval (years)	Total Precipitation Depth (in)
WQ	0.83
2	3.30
10	4.30
25	4.80
100	5.20

Figure 5-1 25 Year Type 1A Rainfall Distribution



5.5 Basin Runoff

Table 5-2 lists the runoff rates for the existing site conditions and Table 5-3 lists runoff for the proposed site conditions during the 2, 5, 10, and 25-year storm events.

Table 5-2 Existing Runoff Rates

Recurrence interval (years)	Existing Peak Runoff Rates (cfs)	
	North	South
2	0.22	0.59
5	0.39	1.04
10	0.62	1.64
25	0.89	2.32

Table 5-3 Proposed Runoff Rates

Recurrence interval (years)	Proposed Peak Runoff Rates (cfs)	
	North	South
2	1.33	4.24
5	1.67	5.22
10	2.04	6.27
25	2.43	7.36

6 HYDRAULIC ANALYSIS AND DESIGN CHARACTERISTICS

6.1 Design Guidelines

The analysis and design criteria described in this section will follow the *City of Springfield Engineering Design Standards and Procedure Manual* issued in January 2012.

6.2 Proposed Storm Conveyance

The proposed storm system will be designed to convey runoff to an extend dry pond for treatment and detention.

6.3 System Capacities

The manual requires storm drainage system and facilities be designed to convey the 25-year storm event with a minimum of 1.0 foot of freeboard in surcharged conditions.

6.4 System Performance

Maximum flow in a storm drainage pipe occurs at approximately 0.94do (Depth of flow section (do) – depth of flow normal to the direction of flow). At 0.94do the section factor of uniform flow has a maximum value which results in optimum flow for a section without surcharge conditions. A complete conveyance analysis will be completed with the final drainage submittal.

7 WATER QUALITY

7.1 Water Quality Guidelines

The proposed water quality facilities were designed per City of Springfield *Engineering Design Standards and Procedure Manual* issued in January 2012.

7.2 Water Quality Facilities

Water quality treatment for the proposed project will be provided by extended dry ponds. Extended dry ponds are an approved treatment facilities per the City of Springfield. Per Section 3.03.1 of the City of Springfield design standards all created non-roof impervious area will be treated using the urban hydrograph method. The water quality design storm event is 0.83 inches per 24-hour period. The ponds will include an additional 0.5 ft of sediment storage at the bottom of the pond. The ponds are designed to empty in 48-hours.

The impervious area draining to each pond and the calculated water quality volume are listed in Table 7-1. The impervious draining to each pond does not include roof and disconnection sidewalk area.

Table 7-1 Extended Dry Pond Volumes

Pond ID	Impervious Area Draining to the Pond (ac)	WQ Volume (cf)
North	0.90	884
South	2.50	1,782

8 WATER QUANTITY

8.1 Water Quantity Guidelines

The City of Springfield requires all development projects to mitigate the impacts of the development on the public storm system. Per Section 4.10 Criteria for Requiring Onsite Detention, onsite detention is required when there is an identified downstream deficiency, and detention, rather than conveyance system enlargement is determined to be more effective, there is an identified regional detention site within the development, detention is required as pre-treatment for a water quality facility or there is a need to mitigate flow impacts on receiving streams. Particularly, the City of Springfield identified the need to attenuate flows draining to the wetlands and to ensure the Mt. Vernon roadside ditch doesn't flood as the result of this development.

Additionally, Lane County requires that the post-development runoff not exceed the pre-development runoff using a 10-year storm event.

8.2 Water Quantity Facilities

Detention will not be provided in the north basin; instead the proposed development is addressing peak flow attenuation in two ways:

- A flow spreader was designed to disperse flow over a large area in an effort to reduce erosive velocities at the outfall. The flow dispersion trench was designed for the 25-year event.
- The proposed extended dry pond will detain runoff for the water quality event and will thereby provide flow attenuation for smaller, more frequent storm events.

Detention will be provided in the south pond

The downstream analysis describes the evaluation of the Mt. Vernon roadside ditch. The downstream analysis concluded the ditch has sufficient capacity to convey the proposed flows without detention, although a culvert crossing downstream of the outfall will be upsized to convey site flows.

Detention will be provided to mitigate the effects of diverting the north basin to the south. The proposed extended dry pond will be increased in size to detain the additional flow generated from the diverted north basin.

8.3 Control Structure

Control structure details will be provided in the final report.

8.4 Release Rates

The allowable release rates for the South pond are based on detaining the 10-year post-development runoff to the 10-year pre-development runoff rate. Allowable release rates for the 10-year storm are listed in Table 5-2 Existing Runoff Rates.

8.5 Detention Pond Volume

The design storage volume is listed for each storm event in Table 8-1. According to the hydraulic model the detention facility will have at least one foot of freeboard during the 25-year storm event. Additional detention information will be provided in the final drainage report.

Table 8-1 Detention Volume

Storm Event	Detention Facility Volume (cf)
10-year	17,843

8.6 Flow Dispersion

A flow spreader was designed to disperse flow over a large area in an effort to reduce erosive velocities at the outfall. Soils in the proposed outfall location are described as silty clay loam. The maximum permissible velocity of sand is 1.0 ft/sec, which was used to determine the length of the flow dispersion trench (See Technical Appendix: Dispersion Trench Sizing spreadsheet and Chow – Fig. 7-3 U.S. and U.S.S.R. data on Permissible Velocities for Non-cohesive Soils).

The flow dispersion will occur as water spills over the length of trench. The facility was design using the broad crested weir equation with a weir coefficient of 2.6. The broad crested weirs equation is shown below. The calculated flow dispersion trench is 10 feet.

$$q = 3H^{3/2}$$

Where:

q = Volumetric flow rate per unit length, cfs/ft
 H = Depth of flow over weir

9 DOWNSTREAM ANALYSIS

The Laurelwood site discharges into a wetland located north of the site and a roadway side ditch on the south side of the site. The wetlands are part of the Weyerhaeuser Outfall Basin and the roadside ditch is part of the Jasper – Natron Basin. Survey information and the *City of Springfield Stormwater Facilities Master Plan*, dated October 2008 by URS were used to complete the downstream analysis.

9.1 Guidelines

The Stormwater Management System Scope of Work Sheet specifies a downstream analysis is required for the Mt. Vernon roadside ditch. The analysis reviews the roadside ditch along the north side of the roadway from Linda Lane to Jasper Rd (Hwy 222).

9.2 Basin Area

The contributing upstream area is composed of four sub-basins and includes the following land-uses; cemetery, BPA power lines, cow pasture, and single-family residential (proposed site). Additionally, Mt. Vernon Rd drains to the roadside ditch. The Downstream Analysis basin delineation map, included within the Technical Appendix, shows the contributing basins and a basin area table. Each basin was assigned an impervious percentage based on observations from aerial photos. Impervious percentage range from 0 to 52 percent (See Technical Appendix: Exhibit 3 – Downstream Analysis Basin Delineation).

Excluding the site, the contributing basins are entirely built-out. The site was analyzed in proposed conditions.

Table 9-1 Downstream Basin Area

Basin	Impervious Area (ac)	Pervious Area (ac)	Total Area (ac)
DS-1	1.00	2.54	3.539
DS-2	7.29	6.72	14.01
DS-3	0.00	1.58	1.576
DS-4	0.00	0.52	0.518
Total	8.29	11.35	19.64

9.3 Hydrologic & Hydraulic Analysis

An xpswmm model was created for the downstream system to analysis the conveyance capacity of the public storm ditch.

Runoff

The NRCS Curve Number method was used to estimate runoff from the downstream basins. The selected pervious curve number is 61 – Open Space in Good Condition, and a time of concentration of 10 was used for each basin (per section 4.03.1 Drainage Study). xpswmm runoff tables were created for the downstream system.

Conveyance System

The hydraulic model starts 300 feet east of the Laurelwood site at the high point in Mt. Vernon Rd. The roadside ditch flows west for approximately 1,333 feet until the railroad tracks east of Jasper Rd. A ditch flowing northwest conveys runoff away from our site. Two culvert crossings are located along this stretch of road.

The downstream system was modeled in xpswmm. Survey data was used to create cross sections of the drainage ditch in Mt. Vernon Rd. Four ditch cross sections were created to model the downstream system. Cross sections were limited to a length of approximately 300 feet or less.

The roughness coefficient (Manning's "n") is used to estimate friction loss within an open channel or closed conduit. For this analysis a value of 0.024 was used for the culverts and a value of 0.05 for the channel (not maintained channel – clean bottom, brush on sides) and 0.10 for the overbanks (not maintained channel – dense brush). Table 3-1 Manning's "n" Values from HEC-RAS *River Analysis System, Hydraulic Reference Manual* by US Army Corps of Engineers dated January 2012 were used as a reference.

Conveyance Performance

Maximum flow in a storm drainage pipe occurs at approximately 0.94do (Depth of flow section (do) – depth of flow normal to the direction of flow). At 0.94do the section factor of uniform flow has a maximum value which results in optimum flow for a section without surcharge conditions. xpswmm conveyance tables are included in the Technical Appendix. Conveyance tables show the storm sewer runs at 0.94do for all but one culvert. Therefore, the proposed project will upsize this culvert.

The proposed culvert is 21-inchs at a slope of approximately 2 percent. A ditch inlet will be placed in the upstream channel to lower the culvert and provide sufficient cover.

Downstream Conclusion

The purpose of this analysis was to determine if the downstream system has capacity for the proposed project. The conveyance capacity analysis found that the downstream system is adequate, with the upsizing of the culvert. Therefore, stormwater detention is not required for this project.

10 SUMMARY

The proposed stormwater conveyance and water quality design follow the City of Springfield *Engineering Design Standards and Procedure Manual* issued in January 2012. The proposed conveyance system will be designed to convey the 25-year flow without any deficiencies in the final drainage report. Water Quality will be managed by two extended dry ponds.

The proposed Laurelwood development meets the requirements for the City of Springfield.

Laurelwood

TECHNICAL APPENDIX
STORMWATER MANAGEMENT

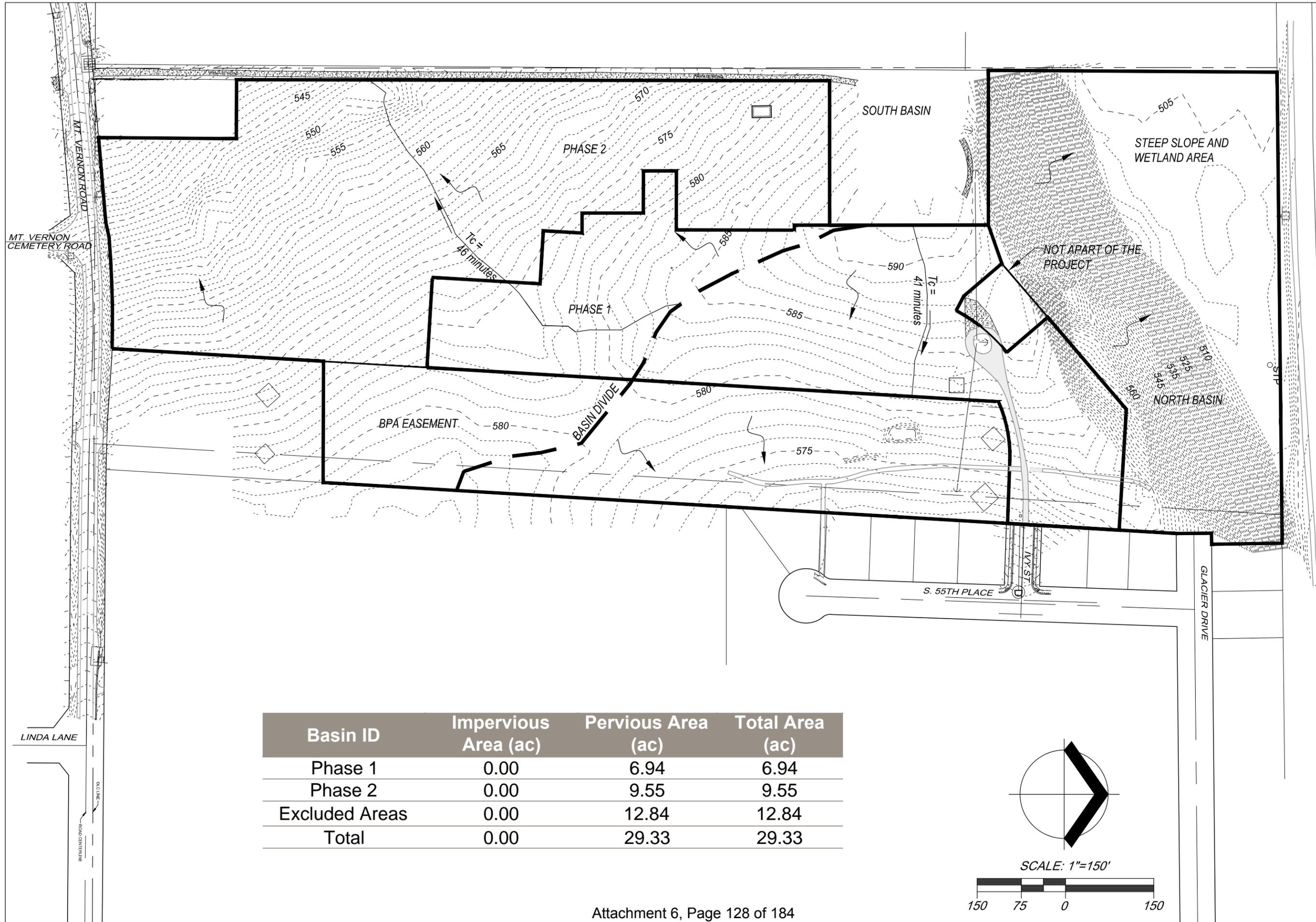
- > Exhibit 1: Existing Basin delineation
- > Exhibit 2: Proposed Basin Delineation
- > Exhibit 3: Downstream Analysis Basin Delineation

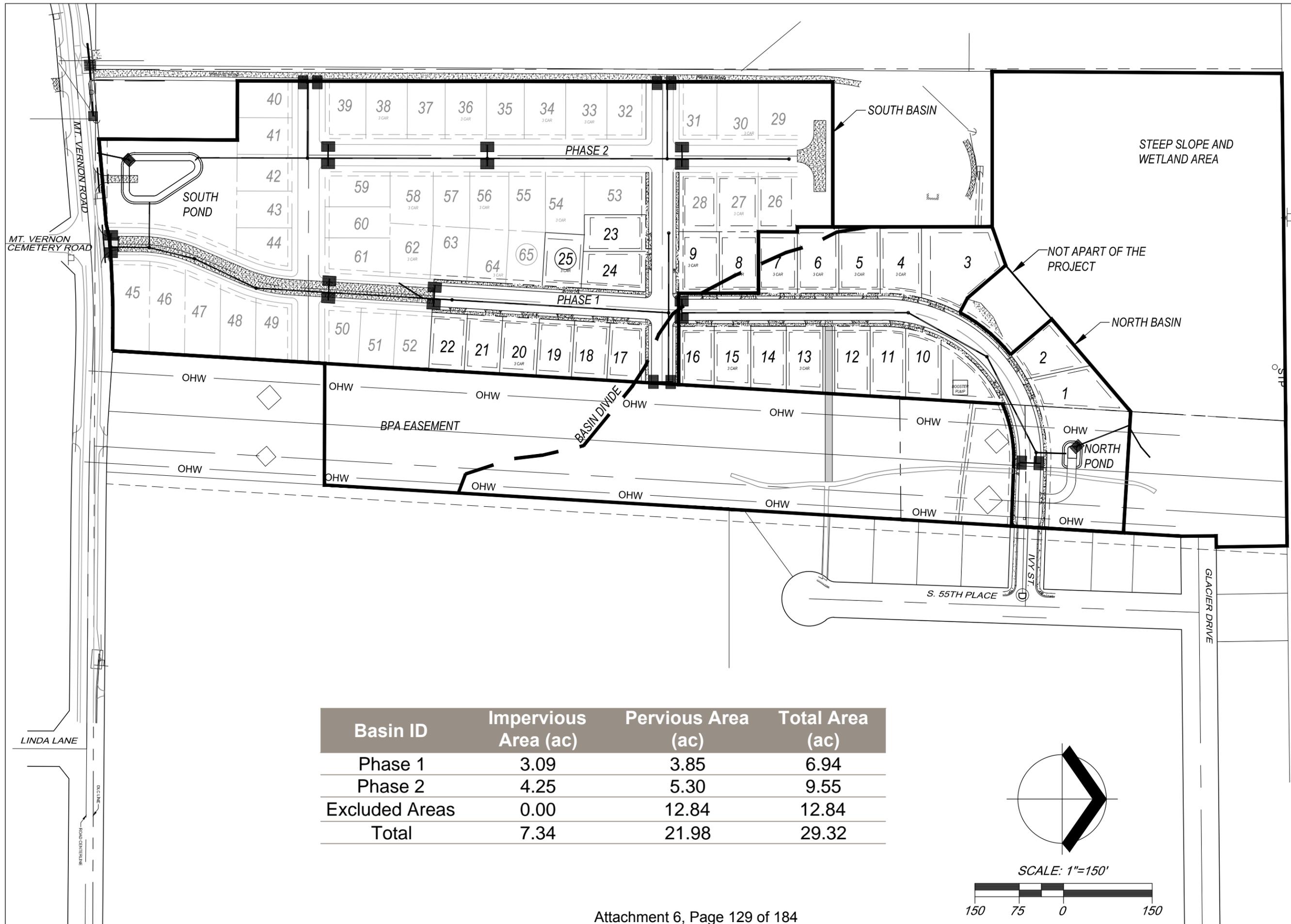
- > Hydrologic Soils Group – Lane County Area, Oregon
- > Table 2-C – Runoff Curve Number for Urban Areas
- > Time of Concentration
- > Dispersion Trench Sizing and Chow – Fig. 7-3 U.S. and U.S.S.R. data on Permissible Velocities for Non-cohesive Soils

- > StormShed Hydrology
- > StormShed Water Quality Design and Water Quantity Design
- > xpswmm Downstream Schematic Layout
- > xpswmm Runoff Data
- > xpswmm Conveyance Data

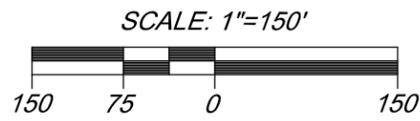
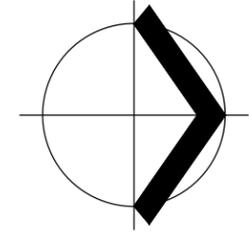
References

1. *Soil Survey of Lane County, Oregon Area*
2. *City of Springfield Engineering Design Standards and Procedure Manual*, January 2012
3. *City of Eugene Stormwater Management Manual*, April 2008





Basin ID	Impervious Area (ac)	Pervious Area (ac)	Total Area (ac)
Phase 1	3.09	3.85	6.94
Phase 2	4.25	5.30	9.55
Excluded Areas	0.00	12.84	12.84
Total	7.34	21.98	29.32

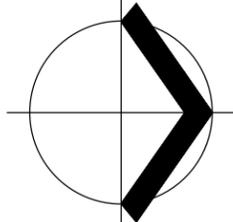


**PROPOSED BASIN DELINEATION
LAURELWOOD**

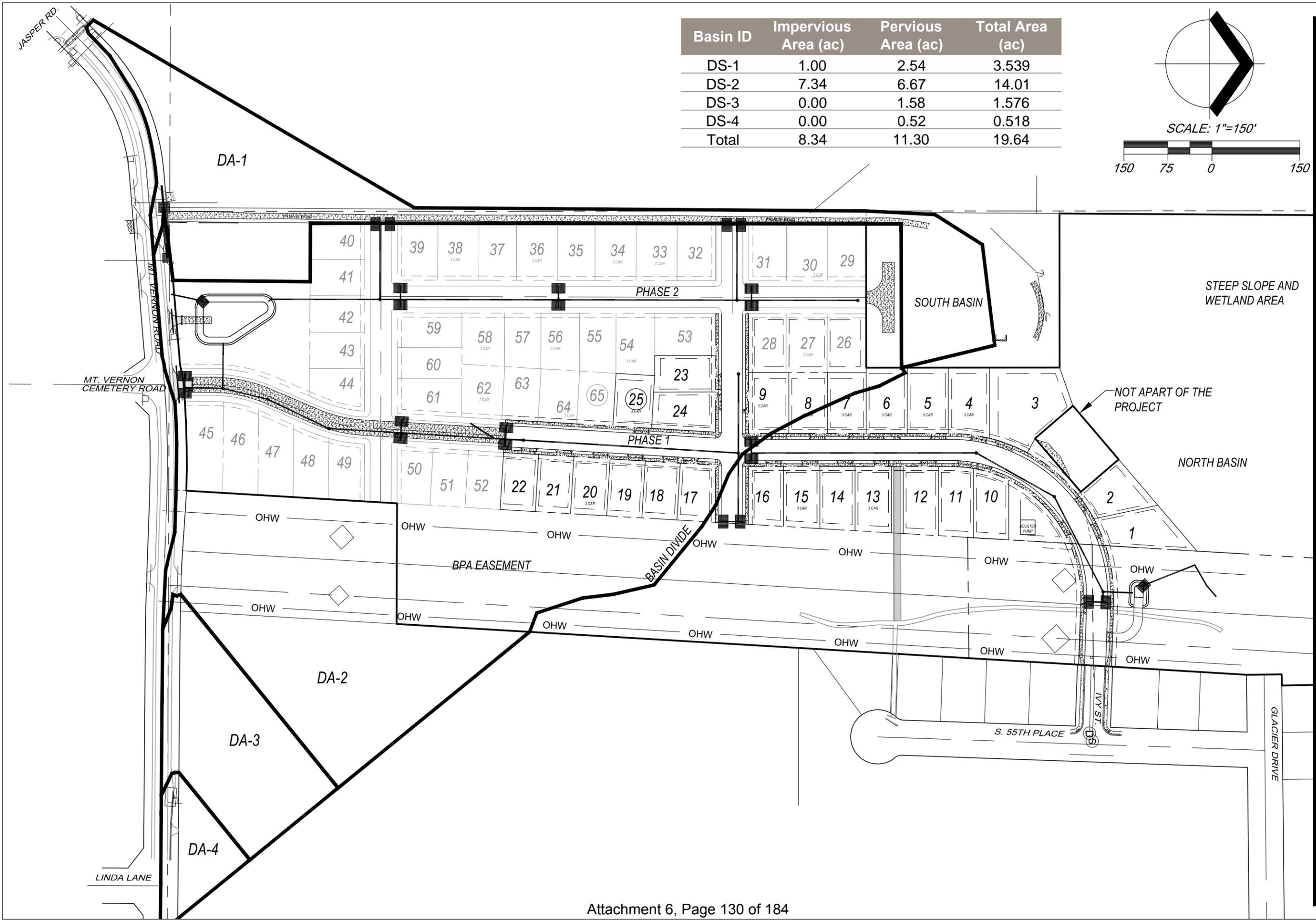
HAYDEN HOMES
Springfield, Oregon

PROJECT NO: 21304840
DATE: 03/12/2014
BY: ASR
EXHIBIT: 2

Basin ID	Impervious Area (ac)	Pervious Area (ac)	Total Area (ac)
DS-1	1.00	2.54	3.539
DS-2	7.34	6.67	14.01
DS-3	0.00	1.58	1.576
DS-4	0.00	0.52	0.518
Total	8.34	11.30	19.64



SCALE: 1"=150'



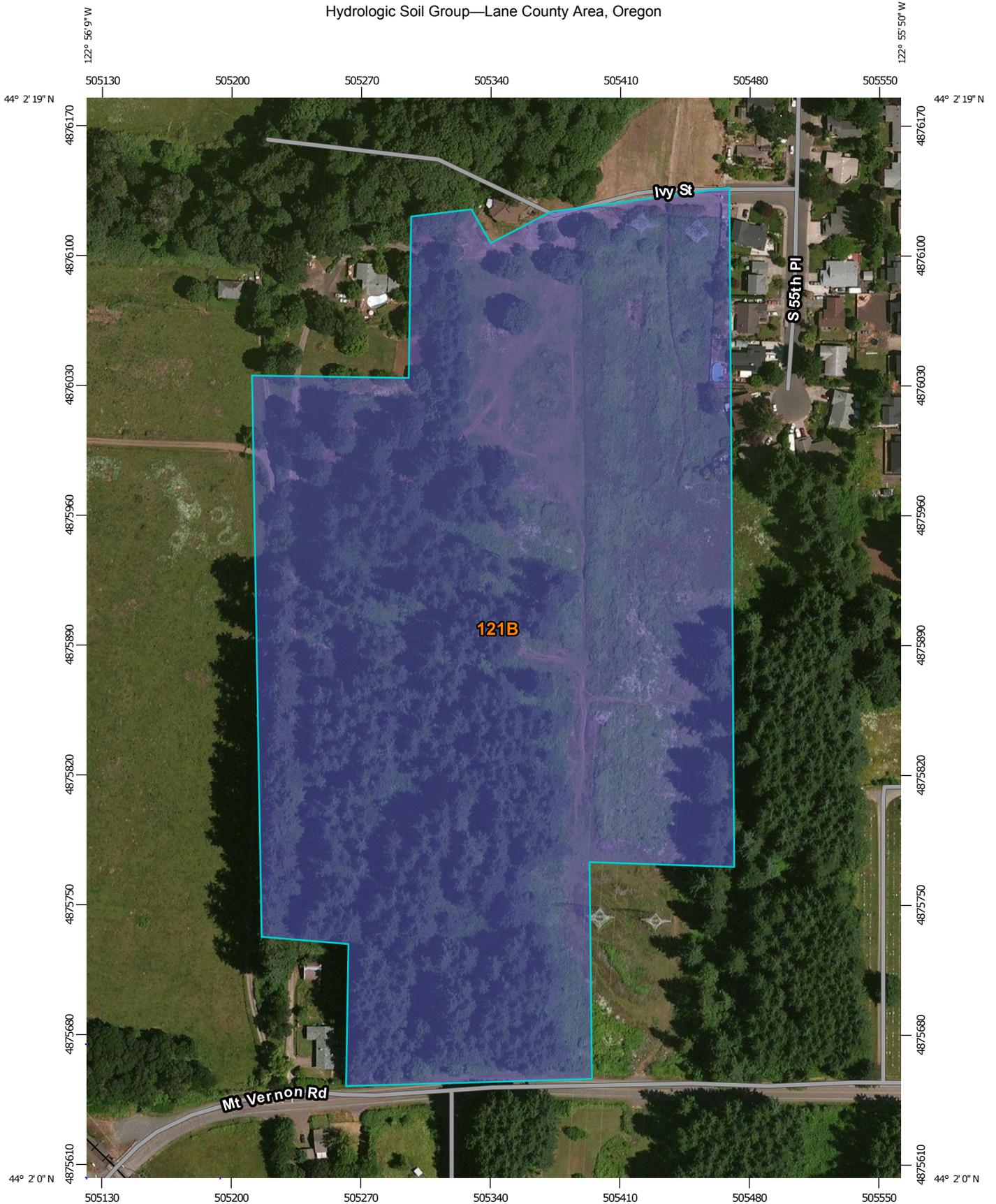
DOWNSTREAM ANALYSIS BASIN DELINEATION
 LAURELWOOD

PROJECT NO: 21304840
 DATE: 03/12/2014
 BY: ASR
 EXHIBIT: 3

Cardno
 Shaping the Future
 PORTLAND
 5415 SW WESTGATE DR, STE 100, PORTLAND, OR 97221
 TEL: (503) 419-2500 FAX: (503) 419-2600
 www.cardno.com

HAYDEN HOMES
 Springfield, Oregon

Hydrologic Soil Group—Lane County Area, Oregon



Map Scale: 1:2,840 if printed on A portrait (8.5" x 11") sheet.



Map projection: Web Mercator Corner coordinates: WGS84 Edge tics: UTM Zone 10N WGS84

MAP LEGEND

Area of Interest (AOI)

 Area of Interest (AOI)

Soils

Soil Rating Polygons

-  A
-  A/D
-  B
-  B/D
-  C
-  C/D
-  D
-  Not rated or not available

Soil Rating Lines

-  A
-  A/D
-  B
-  B/D
-  C
-  C/D
-  D
-  Not rated or not available

Soil Rating Points

-  A
-  A/D
-  B
-  B/D

-  C
-  C/D
-  D
-  Not rated or not available

Water Features

 Streams and Canals

Transportation

-  Rails
-  Interstate Highways
-  US Routes
-  Major Roads
-  Local Roads

Background

 Aerial Photography

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:20,000.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service
 Web Soil Survey URL: <http://websoilsurvey.nrcs.usda.gov>
 Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Lane County Area, Oregon
 Survey Area Data: Version 9, Aug 20, 2012

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Jul 7, 2010—Sep 9, 2011

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

Hydrologic Soil Group

Hydrologic Soil Group— Summary by Map Unit — Lane County Area, Oregon (OR637)				
Map unit symbol	Map unit name	Rating	Acres in AOI	Percent of AOI
121B	Salkum silty clay loam, 2 to 8 percent slopes	B	25.0	100.0%
Totals for Area of Interest			25.0	100.0%

Description

Hydrologic soil groups are based on estimates of runoff potential. Soils are assigned to one of four groups according to the rate of water infiltration when the soils are not protected by vegetation, are thoroughly wet, and receive precipitation from long-duration storms.

The soils in the United States are assigned to four groups (A, B, C, and D) and three dual classes (A/D, B/D, and C/D). The groups are defined as follows:

Group A. Soils having a high infiltration rate (low runoff potential) when thoroughly wet. These consist mainly of deep, well drained to excessively drained sands or gravelly sands. These soils have a high rate of water transmission.

Group B. Soils having a moderate infiltration rate when thoroughly wet. These consist chiefly of moderately deep or deep, moderately well drained or well drained soils that have moderately fine texture to moderately coarse texture. These soils have a moderate rate of water transmission.

Group C. Soils having a slow infiltration rate when thoroughly wet. These consist chiefly of soils having a layer that impedes the downward movement of water or soils of moderately fine texture or fine texture. These soils have a slow rate of water transmission.

Group D. Soils having a very slow infiltration rate (high runoff potential) when thoroughly wet. These consist chiefly of clays that have a high shrink-swell potential, soils that have a high water table, soils that have a claypan or clay layer at or near the surface, and soils that are shallow over nearly impervious material. These soils have a very slow rate of water transmission.

If a soil is assigned to a dual hydrologic group (A/D, B/D, or C/D), the first letter is for drained areas and the second is for undrained areas. Only the soils that in their natural condition are in group D are assigned to dual classes.

Rating Options

Aggregation Method: Dominant Condition

Component Percent Cutoff: None Specified

**Table C-2
RUNOFF CURVE NUMBERS**

Runoff curve numbers for urban areas*

Cover description		Curve numbers for hydrologic soil group			
Cover type and hydrologic condition	Average percent impervious area	A	B	C	D
Open space (lawns, parks, golf courses, cemeteries, etc.):					
Poor condition (grass cover <50%)		68	79	86	89
Fair condition (grass cover 50% to 75%)		49	69	79	84
Good condition (grass cover > 75%)		39	61	74	80
Impervious areas:					
Paved parking lots, roofs, driveways, etc. (excluding right-of-way)		98	98	98	98
Streets and roads:					
Paved; curbs and storm sewers (excluding right-of-way)		98	98	98	98
Paved; open ditches (including right-of-way)		83	89	92	93
Gravel (including right-of-way)		76	85	89	91
Dirt (including right-of-way)		72	82	87	89
Urban districts:					
Commercial and business	85	89	92	94	95
Industrial	72	81	88	91	93
Residential districts by average lot size:					
1/8 acre or less (town houses)	65	77	85	90	92
1/4 acre	38	61	75	83	87
1/3 acre	30	57	72	81	86
1/2 acre	25	54	70	80	85
1 acre	20	51	68	79	84
2 acres	12	46	65	77	82

Runoff curve numbers for other agricultural lands*

Cover description		Curve numbers for hydrologic soil group			
Cover type	Hydrologic condition	A	B	C	D
Pasture, grassland, or range-continuous forage for grazing					
<50% ground cover or heavily grazed with no mulch	Poor	68	79	86	89
50 to 75% ground cover and not heavily grazed	Fair	49	69	79	84
>75% ground cover and lightly or only occasionally grazed	Good	39	61	74	80
Meadow-continuous grass, protected from grazing and generally mowed for hay	-	30	58	71	78
Brush--weed-grass mixture with brush as the major element					
<50% ground cover	Poor	48	67	77	83
50 to 75% ground cover	Fair	35	56	70	77
>75% ground cover	Good	30	48	65	73
Woods-grass combination (orchard or tree farm)					
	Poor	57	73	82	86
	Fair	43	65	76	82
	Good	32	58	72	79



Time of Concentration

PROJECT NO.	21304840	BY	ASR	DATE	3/12/2014
-------------	----------	----	-----	------	-----------

	North	South	
SHEET FLOW			
INPUT	VALUE	VALUE	VALUE
Surface Description	Type 9 Woods (light_underbrush)	Type 9 Woods (light_underbrush)	Type 5 Grass (short prairie)
Manning's "n"	0.4	0.4	0.15
Flow Length, L (<300 ft)	296 ft	300 ft	0 ft
2-Yr 24 Hour Rainfall, P ₂	3.3 in	3.3 in	2.5 in
Land Slope, s	0.033 ft/ft	0.0295 ft/ft	0.0000 ft/ft
OUTPUT			
Travel Time	0.69 hr	0.73 hr	0.00 hr
SHALLOW CONCENTRATED FLOW			
INPUT	VALUE	VALUE	VALUE
Surface Description	Unpaved	Unpaved	Unpaved
Flow Length, L	0 ft	475 ft	0 ft
Watercourse Slope*, s	0 ft/ft	0.058 ft/ft	0.000 ft/ft
OUTPUT			
Average Velocity, V	0.00 ft/s	3.89 ft/s	0.00 ft/s
Travel Time	0.000 hr	0.034 hr	0.000 hr
CHANNEL FLOW			
INPUT	VALUE	VALUE	VALUE
Cross Sectional Flow Area, a	0 ft ²	0 ft ²	0 ft ²
Wetted Perimeter, P _w	0 ft	0 ft	0 ft
Channel Slope, s	0 ft/ft	0 ft/ft	0.00 ft/ft
Manning's "n"	0.24	0.24	0.24
Flow Length, L	0 ft	0 ft	0 ft
OUTPUT			
Average Velocity	0.00 ft/s	0.00 ft/s	0.00 ft/s
Hydraulic Radius, r = a / P _w	0.00 ft	0.00 ft	0.00 ft
Travel Time	0.00 hr	0.00 hr	0.00 hr
Watershed or Subarea T _c =	0.69 hr	0.76 hr	0.00 hr
Watershed or Subarea T _c =	41 minutes	46 minutes	0 minutes

North Pond Hydrology

Existing

Event	Peak Q (cfs)	Peak T (hrs)	Hyd Vol (acft)	Area (ac)	Method	Raintype
2 year	0.2213	8.89	0.2407	4.4400	SCS	TYPE1A
5 year	0.3928	8.50	0.3390	4.4400	SCS	TYPE1A
10 year	0.6248	8.42	0.4473	4.4400	SCS	TYPE1A
25 year	0.8898	8.37	0.5641	4.4400	SCS	TYPE1A

Proposed

Event	Peak Q (cfs)	Peak T (hrs)	Hyd Vol (acft)	Area (ac)	Method	Raintype
2 year	1.3293	8.00	0.5567	4.4400	SCS	TYPE1A
5 year	1.6715	8.00	0.6805	4.4400	SCS	TYPE1A
10 year	2.0397	8.00	0.8109	4.4400	SCS	TYPE1A
25 year	2.4276	8.00	0.9467	4.4400	SCS	TYPE1A

South Pond Hydrology

Existing

Event	Peak Q (cfs)	Peak T (hrs)	Hyd Vol (acft)	Area (ac)	Method	Raintype
2 year	0.5930	9.10	0.6525	12.0500	SCS	TYPE1A
5 year	1.0424	8.67	0.9187	12.0500	SCS	TYPE1A
10 year	1.6356	8.52	1.2123	12.0500	SCS	TYPE1A
25 year	2.3205	8.47	1.5290	12.0500	SCS	TYPE1A

Proposed

Event	Peak Q (cfs)	Peak T (hrs)	Hyd Vol (acft)	Area (ac)	Method	Raintype
2 year	4.2352	8.00	1.6919	12.0500	SCS	TYPE1A
5 year	5.2202	8.00	2.0470	12.0500	SCS	TYPE1A
10 year	6.2673	8.00	2.4180	12.0500	SCS	TYPE1A
25 year	7.3616	8.00	2.8019	12.0500	SCS	TYPE1A

North Pond
Water Quality Design

Storage

Event	Match Q (cfs)	Peak Q (cfs)	Peak Stg (ft)	Vol (cf)	Vol (acft)	Time to Empty
WQ	0.500	0.0188	101.9696	884.31	0.0203	48.00

Extended Dry Pond

Descrip:	Prototype Record	Increment	0.10 ft
Start El.	100.00 ft	Max El.	102.00 ft
Length	15.00 ft	Width	15.00 ft
Length ss1	3.00h:1v	Length ss2	3.00h:1v
Width ss1	3.00h:1v	Width ss2	3.00h:1v

South Pond
Water Quality Design

Storage

Event	Match Q (cfs)	Peak Q (cfs)	Peak Stg (ft)	Vol (cf)	Vol (acft)	Time to Empty
WQ	0.0770	0.0767	100.3442	1782.21	0.0409	48.00

Extended Dry Pond

Descrip:	Prototype Record	Increment	0.10 ft
Start El.	100.00 ft	Max El.	102.00 ft
Length	69.4 ft	Width	72.43 ft
Length ss1	3.00h:1v	Length ss2	3.00h:1v
Width ss1	3.00h:1v	Width ss2	3.00h:1v

Water Quantity Design

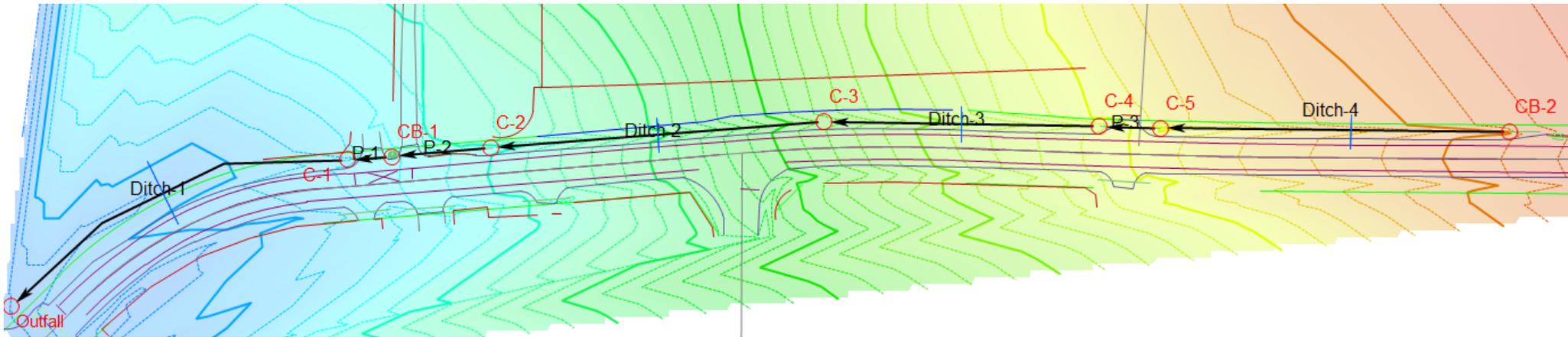
Storage

Event	Match Q (cfs)	Peak Q (cfs)	Peak Stg (ft)	Vol (cf)	Vol (acft)	Time to Empty
10 year	1.6356	1.6349	103.3386	17842.64	0.4096	25.17

Detention Pond

Descrip:	Prototype Record	Increment	0.10 ft
Start El.	100.0000 ft	Max El.	104.0000 ft
Stage Area			
Stage (ft)		Area (sf)	
101.00		6432.37	
102.00		7436.03	
103.00		8496.43	
104.00		9613.59	

Laurelwood — Downstream Analysis
Schematic Layout



DOWNSTREAM ANALYSIS LAURELWOOD - SPRINGFIELD, OREGON

xpswmm RUNOFF DATA (25-YR-STORM EVENT)

Node Information						Runoff Information			
Basin Name	Node Name	Area	Impervious	Curve Number	Tc	Rainfall	Infiltration	Surface Runoff	
		ac	%		min	in		in	in
DS-1	C-1	3.54	28.3	61	10	4.8	2.88	1.92	1.48
DS-2	C-2	14.01	52.4	61	10	4.8	2.14	2.66	9.29
DS-3	C-5	1.58	0	61	10	4.8	3.61	1.19	0.28
DS-4	CB-2	0.52	0	61	10	4.8	3.61	1.19	0.09

EXISTING CONDITIONS - DOWNSTREAM ANALYSIS LAURELWOOD - SPRINGFIELD, OREGON
xpswmm CONVEYANCE DATA (25-YEAR STORM EVENT)



Location		Conduit Properties			Conduit Results							Node Information (Manhole, Pond, Tee, Outfall, Ditch Inlet, Catch Basin)							
Link	Station		Diameter	Length	Slope	Design Capacity	Qmax/ Qdesign	Max Flow	Max Velocity	Max Flow Depth	y/d0	US Ground Elev.	DS Ground Elev.	US IE	DS IE	US Freeboard	DS Freeboard	US EGL	DS EGL
	From	To																	
Ditch-1	C-1	Outfall	0.00	329.58	1.59	463.01	0.01	6.44	1.41	0.36	0.13	524.40	519.41	521.65	516.41	2.39	2.65	522.01	516.76
P-1	CB-1	C-1	1.75	36.92	3.09	15.08	0.33	4.98	5.36	0.76	0.43	524.61	524.40	522.79	521.65	1.06	2.39	523.55	522.01
P-2	C-2	CB-1	1.00	86.40	6.35	4.86	1.02	4.98	6.36	1.93	1.00	530.25	524.61	528.32	522.79	0.00	1.06	530.25	523.55
Ditch-2	C-3	C-2	0.00	287.89	8.35	74.76	0.01	0.37	0.95	1.93	1.00	570.00	530.25	552.37	528.32	17.41	0.00	552.59	530.25
Ditch-3	C-4	C-3	0.00	237.55	6.17	277.66	0.00	0.38	1.66	0.25	0.09	569.67	570.00	567.02	552.37	2.40	17.41	567.27	552.59
P-3	C-5	C-4	1.00	51.32	4.36	4.03	0.09	0.38	3.12	0.25	0.25	572.80	569.67	569.26	567.02	3.33	2.40	569.47	567.27
Ditch-4	CB-2	C-5	0.00	300.54	3.41	331.85	0.00	0.09	0.94	0.21	0.06	584.04	572.80	579.50	569.26	4.38	3.33	579.66	569.47

PROPOSED CONDITIONS - DOWNSTREAM ANALYSIS LAURELWOOD - SPRINGFIELD, OREGON
xpswmm CONVEYANCE DATA (25-YEAR STORM EVENT)



Location		Conduit Properties			Conduit Results							Node Information (Manhole, Pond, Tee, Outfall, Ditch Inlet, Catch Basin)							
Link	Station		Diameter	Length	Slope	Design Capacity	Qmax/ Qdesign	Max Flow	Max Velocity	Max Flow Depth	y/d0	US Ground Elev.	DS Ground Elev.	US IE	DS IE	US Freeboard	DS Freeboard	US EGL	DS EGL
	From	To																	
Ditch-1	C-1	Outfall	0.00	329.58	1.59	463.01	0.02	11.04	1.70	0.45	0.17	524.40	519.41	521.65	516.41	2.30	2.55	522.10	516.86
P-1	CB-1	C-1	1.75	36.92	1.92	11.90	0.81	9.60	6.04	1.17	0.67	524.41	524.40	522.36	521.65	0.88	2.30	523.53	522.10
P-2	C-2	CB-1	1.75	86.40	2.00	11.90	0.81	9.61	8.60	1.78	1.00	530.25	524.41	524.02	522.36	4.45	0.88	525.80	523.53
Ditch-2	C-3	C-2	0.00	287.89	8.35	74.76	0.01	0.37	1.95	0.23	0.12	570.00	530.25	552.37	524.02	17.41	4.45	552.60	525.80
Ditch-3	C-4	C-3	0.00	237.55	6.17	277.66	0.00	0.38	1.66	0.25	0.09	569.67	570.00	567.02	552.37	2.41	17.41	567.27	552.60
P-3	C-5	C-4	1.00	51.32	4.36	4.03	0.09	0.38	3.13	0.25	0.25	572.80	569.67	569.26	567.02	3.33	2.41	569.47	567.27
Ditch-4	CB-2	C-5	0.00	300.54	3.41	331.85	0.00	0.09	0.94	0.21	0.06	584.04	572.80	579.50	569.26	4.38	3.33	579.66	569.47



January 23, 2014

Project #: 13652

Michael Liebler
City of Springfield
225 Fifth Street
Springfield, Oregon 97477

RE: Wild Goose Landing Subdivision Traffic Assessment Letter

Dear Michael,

This letter addresses the traffic impacts associated with the proposed Wild Goose Landing single-family subdivision located in Springfield, Oregon. A trip generation assessment and System Development Charge (SDC) estimate is provided herein. Based on the trip generation estimate, no further study beyond this letter is required per City of Springfield requirements for a Traffic Impact Analysis.

INTRODUCTION

Hayden Homes is proposing to develop a 65-home subdivision on a vacant parcel of land generally located northeast of the Jasper Road/Mt. Vernon Road intersection. The site is approximately 25.65 acres and is appropriately zoned for single family residential. The site is bounded by Booth Kelly Road to the north, S. 55th Place to the east, and Mt. Vernon Road to the south. A site vicinity map is shown in Figure 1.

PHASED DEVELOPMENT PROPOSAL

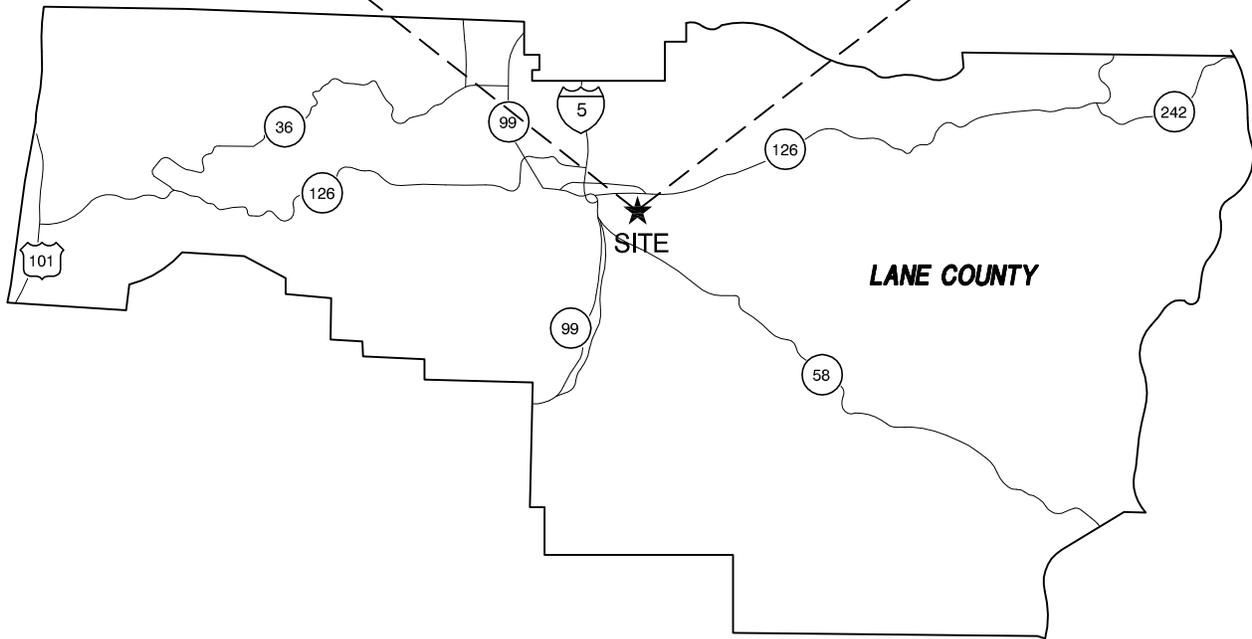
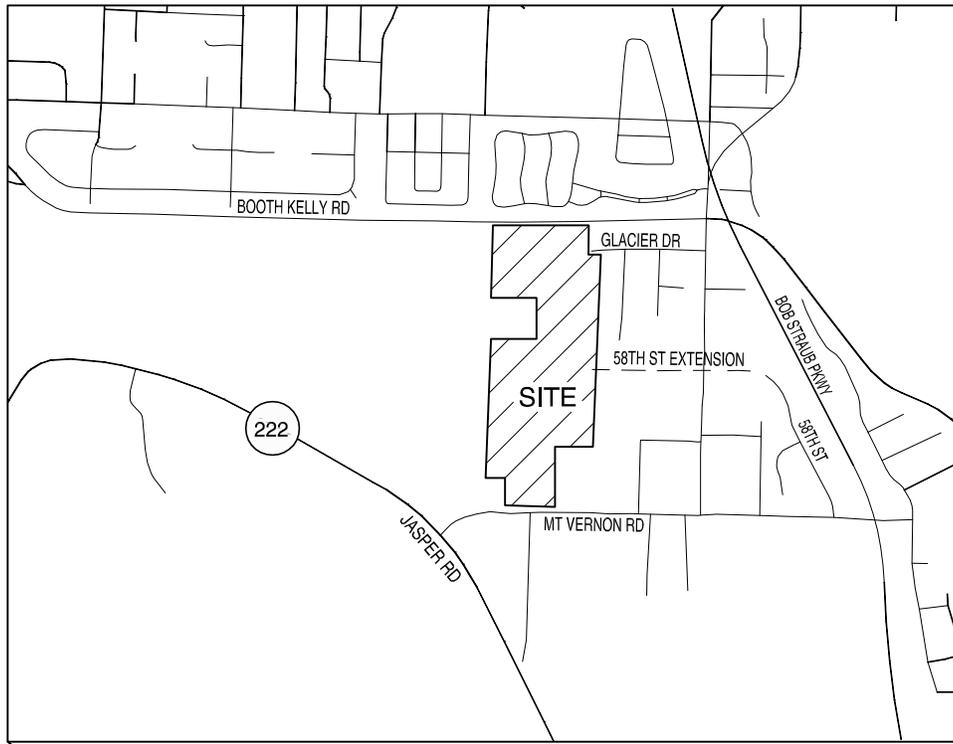
Wild Goose Landing will be developed in two phases. Phase 1 includes the development of 27 units (of the 65) located within the Springfield city jurisdictional boundary. The proposed site plan is shown in Figure 2 and includes the Lane County jurisdictional boundary.

Street Connections and Circulation

Based on conversations with the project team and a field visit conducted January 16, 2014, the primary roadway through the site will be developed from Ivy Street (shown in Figure 2). The City of Springfield Conceptual Local Street Map (Attachment "A") had identified the extension of Glacier Street as the primary east-west connector. Based on field observations, geotechnical analysis, and conversations with City staff, the project team concludes that topographic challenges effectively preclude the planned Glacier Street extension. In lieu of Glacier Street construction, Ivy Street will be extended from S. 55th Place to the west and south to provide a north-south connection through the site. Ivy Street will be extended to Mt. Vernon Road in conjunction with Phase 2 site development.



(NO SCALE)



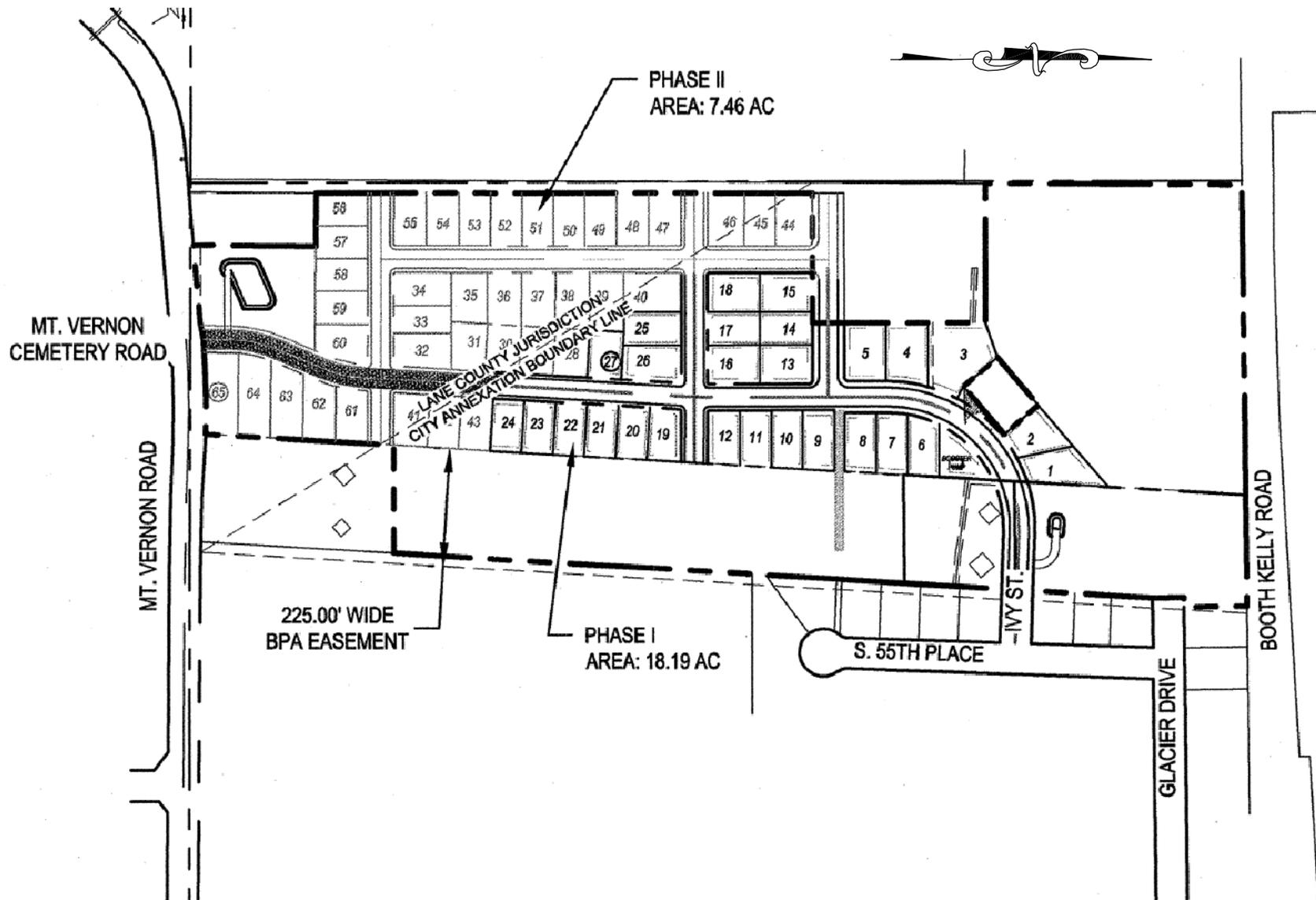
**SITE VICINITY MAP
SPRINGFIELD, OREGON**

FIGURE

1

H:\profile\13652 - Wild Goose Landing Subdivision\dwgs\figs\13652 Fig1.dwg Jan 21, 2014 - 2:41pm - darguea Layout Tab: FIG 01

H:\profile\13652 - Wild Goose Landing Subdivision\dwg\figs\13652 Fig1.dwg Jan 17, 2014 - 3:50pm - bcullimore - bcallimore Layout Tab: FIG 02 (2)



Site Plan Provided by Cardno January 17, 2014

PROPOSED SITE PLAN
SPRINGFIELD, OREGON

FIGURE
2

For Phase 1, a gravel roadway connecting to Mt. Vernon Road will provide alternative access into the subdivision for emergency vehicles.

In addition to the north-south Ivy Street connection, three additional roadways have been designed through the site to provide east-west connectivity. Consistent with the Conceptual Local Street Map, two of these roadways have been aligned with the future westbound extension of S. 58th Street and a second east-west connector near the south portion of the site (to be developed under Phase 2).

Trip Generation Estimate

The standard reference *Trip Generation, 9th Edition*, published by the Institute of Transportation Engineers (ITE) was used to estimate trips to the site based on the number single family homes. Although Phase 1 includes 27 of the 65 units, the estimate below shows the number of trips anticipated for both development scenarios. Table 1 summarizes the weekday daily, morning, and evening peak hour trips estimated for the proposed development.

Table 1 – Weekday Trip Generation Estimate

Land Use	ITE Code	Units	Daily	Weekday AM Peak Hour			Weekday PM Peak Hour		
				Total	In	Out	Total	In	Out
Single-Family Detached Housing (Phase 1)	210	27	258	20	5	15	27	17	10
Single-Family Detached Housing (Phase 2)		38	362	29	7	22	38	24	14
Total New Trips (Phase 1 + Phase 2)			620	49	12	37	65	41	24

As shown in Table 1, the proposed Phase 1 development is estimated to generate approximately 258 daily trips with 20 trips during the a.m. peak hour, and 27 trips during the p.m. peak hour. The full development (Phases 1 and 2) is estimated to generate approximately 620 daily trips with 49 trips during the a.m. peak hour, and 65 trips during the p.m. peak hour.

Per conversations with City of Springfield staff, trip generation of less than 1,000 net new daily vehicle trips or fewer than 100 peak hour trips does not trigger the need for a full traffic impact report. As such, the trip generation estimate shown in Table 1 should be sufficient documentation to support the proposed development.

SYSTEM DEVELOPMENT CHARGE

The City of Springfield implements a transportation SDC fee of \$85 per daily generated trip for single-family home developments. For the proposed development, the 620 daily trips would result in a fee of approximately \$52,700.

We trust the information presented in this letter is sufficient to comply with the City of Springfield development review requirements.. Please let us know if you have any questions or comments.

Sincerely,
KITTELSON & ASSOCIATES, INC.



Ashley Griffin
Transportation Analyst



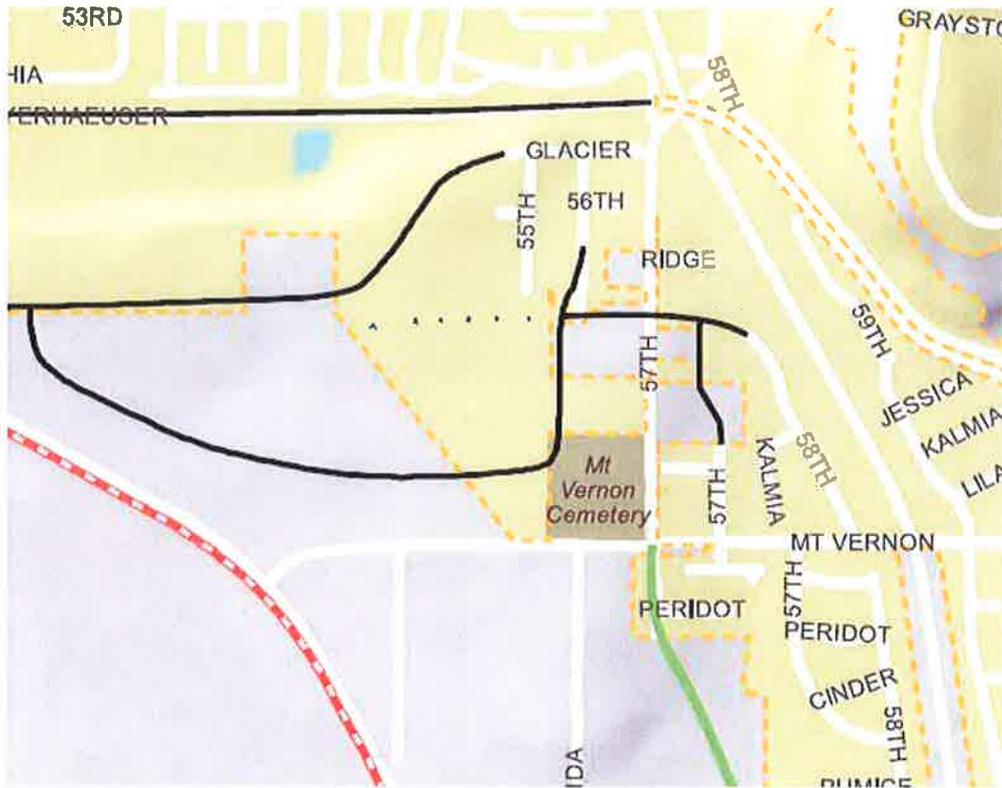
Diego Arguea
Senior Engineer

Attachments

- A. City of Springfield Conceptual Local Street Map



Conceptual Local Street Map



March 10, 2014

Mr. Jesse Lovrien
Hayden Enterprises Realty Inc.
2464 SW Glacier Place, Suite 110
Redmond, Oregon 97756

RE: GEOTECHNICAL INVESTIGATION
LAURELWOOD SUBDIVISION (FORMERLY WILD GOOSE LANDING SUBDIVISION)
SPRINGFIELD, OREGON
BRANCH ENGINEERING INC. PROJECT NO. 14-034

Branch Engineering Inc. (BEI) performed a geotechnical engineering investigation at the approximately 29-acre subject site for the development of a proposed 69-lot residential subdivision with associated public street and utility improvements. This purpose of our work is to provide pertinent geotechnical recommendations for design and construction of the residential development. During the course of our work, the name of the subdivision was changed from Wild Goose Landing to Laurelwood, for the purpose of this report these names are synonymous herein.

The accompanying report presents the results of our site research, field exploration and testing, data analyses, and our conclusions and recommended geotechnical design parameters for the project. Based on the results of our study, no geotechnical/geologic hazards were identified at the site that would impede the proposed development. The site is suitable for the planned development, provided that the recommendations of this report are implemented in the design and construction of the project.

Sincerely,
Branch Engineering Inc.



EXPIRES: DECEMBER 31, 2015

Ronald J. Derrick, P.E., G.E.
Principal Geotechnical Engineer

EUGENE-SPRINGFIELD SALEM-KEIZER

TABLE OF CONTENTS

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FIGURE 1 – Site Map

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APPENDIX B – Geotechnical Specifications

1.0 INTRODUCTION

The subject site is located west of S. 55th Place and north of Mount Vernon Road at latitude 44°02'09" north and longitude 122°56'03" west. The site consists of a parcel of land approximately 29- acres in size ranging in elevation from 585 to 535 feet above mean sea level.

This report presents the results and findings of Branch Engineering, Inc. (BEI) field observations, testing, and research for the subject site. Our investigation included the evaluation of the subsurface soil conditions at the site to provide geotechnical recommendations for the design and construction of the proposed residences and public improvements.

1.1 Project and Site Description

Preliminary project plans consist of 69 single-family residential lots to be constructed on approximately 16.5-acres of the 29- acre site. The remaining site consists of power line easement on the east side and steeply sloped terrain to the north. Three existing homes not owned by the developer will abut the development. The preliminary site layout drawing, provided to BEI, shows Ivy Street extending west and south through the subdivision connecting to Mount Vernon Road; three other interior unnamed streets are shown running east-west within the property and are stubbed off at site boundaries presumably to be extended with future development activities for a total of approximately 3,500 lf of street improvements. The streets are expected to be classified as local streets. Site grading plans were not reviewed. Water, wastewater, and stormwater infrastructure does not currently exist on the site and will be included as part of the public improvements. Stormwater detention facilities are shown on the north and south ends of the development.

The site is a raised terrace landform, or bench, with a steep slope dropping off to the north along the northern portion of the land parcel and the remainder of the site slopes gently towards the southwest from a highpoint in central northern portion of the site. A roughly 200- foot wide cleared area contains power transmission lines running north-south across the eastern site boundary and is not included as developed land in the preliminary site layout, however a stormwater detention facility and Ivy Street, a public roadway, are shown to be constructed within the power line area. The majority of the area planned for development is covered with Douglas Fir Trees approximately 100- feet in height. Ground cover is comprised of blackberry brambles and other undergrowth. A portion of the forested area is fenced off and currently used as a horse pasture.

1.2 Scope of Work

Our scope of work included a site visit and subsurface investigation on February 12, 2014. Six exploratory test pits were excavated to a maximum depth of 8- feet below ground surface (BGS). Vane Shear and Dynamic Cone Penetrometer testing was performed to gain soil shear strength and bearing capacity information. The soil was visually classified in accordance with the American Society of Testing and Materials (ASTM) Method D-2488, representative soil samples were collected for laboratory in-situ moisture content, and Free Swell (IS 2720) testing. Field log summaries of the site exploratory test pits, including field test results, are presented in Appendix A. Also included in Appendix A are copies of nearby well logs from the Oregon

Department of Water Resources on-line database, and the soil survey mapping of the site. Field and laboratory test results are summarized on the test pit log summaries.

1.3 Site Information Resources

The following site investigation activities were performed and literature resources were reviewed for pertinent site information:

- Review of the United States Department of the Interior Geological Survey (USGS) on-line Quadrangle Map, 7/1/1986.
- Review of on-line aerial photographs of site since 1994.
- Six exploratory test pits were advanced on site at the approximate locations shown on Figure 1.
- Review of geotechnical reports prepared by BEI and others in the vicinity of the site.
- Review of the Lane County area Web Soil Survey, United States Department of Agricultural (USDA) Natural Resources Conservation Service (NRCS), see Appendix A.
- Review of the USGS Geologic Map of Oregon, (USGS 1991, Walker & MacLeod)
- Review of Oregon Department of Water Resources Well Logs, see Appendix A.
- Review of Oregon Department of Geology and Mineral Industries (DOGAMI) Interpretative Map Series (IMS)-14 (2000), and Statewide Landslide Information Database (SLIDO).
- Review of Seismic Design Mapping, State of Oregon, Geomatrix Consultants 1995

2.0 SITE SUBSURFACE CONDITIONS

The analyses, conclusions and recommendations contained in this report are based on site conditions as they presently exist and assume the exploratory test pits, presented in Appendix A, are representative of the subsurface conditions throughout the site. If, during construction, subsurface conditions differ from those encountered in the exploratory test pits; BEI requests that we be informed to review the site conditions and adjust our recommendations, if necessary.

The NRCS Web Soil Survey maps the vast majority of the site and the all of the area included in the proposed development as Salkum silty clay loam. This soil unit is described to be found on terrace landforms with parent material of mixed alluvium derived from glacier outwash material. The USGS Geologic Map of Oregon (Walker and MacLeod 1991) describes the underlying site geology as mixed sedimentary and volcanoclastic rocks. These soil descriptions are consistent with the conditions we observed in the field.

The near surface soils within the project area consist of fine grain alluvial silt and clay. At depths of typically 3- feet BGS decomposed alluvial deposits of cobbles, gravel with silt and clay of sedimentary and volcanoclastic origins were encountered. The consistency of the decomposed gravels varied in the excavation surface which can be attributed to the variety of the parent material. Some of the decomposed gravels were likely derived from harder rock such as basalt and while other decomposed gravels show signs of lower density pyroclastic rocks and tuff. This variability may account for pocket penetrometer readings varying from 0.5 tons per square foot (tsf) to 3.0 tsf within a relatively small area on the test pit surface. The decomposed alluvial deposits were encountered to the maximum depth explored. Some increase in stiffness was noted by the equipment operator and excavation progress slowed with depths greater than 6- feet BGS.

2.1 Ground Water

Ground water seepage was encountered in test pits number 3 through number 6. Depths to ground water seepage varied from 36 to 48- inches BGS. Ground water appeared to be entering the test pits through areas of alluvial soil between the decomposed gravel and cobbles. Ground water seepage intensity increased with depth with the most seepage noted in Test Pit 5 near the southwest corner of the site, which was also most shallow seepage depth at 36- inches BGS. No flowing surface springs were observed on site.

Well logs in the vicinity of the site show static water levels varying from 16 to more than 100- feet BGS. A well log from the existing private residence located on the site was also obtained, which lists a static water level of 7- feet BGS after ground water was initially encountered at 22- feet BGS. We expect that ground water levels (from the regional water table or perched lenses) will fluctuate with the seasons and should be expected to be highest during the late winter and spring months when rainstorms are more intense and frequent, and soils are near saturation. In the week leading up to the field investigation more than 4- inches of precipitation was recorded in the Springfield area.

The observed groundwater conditions in the test pits may require mitigation during construction of the proposed development as utility trenching may encounter ground water and site grading may cause springs to develop. At the time of the investigation grading plans were not reviewed. We anticipate that the existing grades on the site will allow the majority of the development to proceed without major cuts. However, should cut slopes intercept perched, seasonal, or static ground water tables additional construction measures will be required to insure proper drainage of constructed cuts and fills. We recommend further static ground water level investigation at any locations of significant cuts once grading plans are finalized and/or field observations during site earthwork.

3.0 GEOLOGIC SETTING

The following sections described the regional and local site geology. Our field findings are consistent with the geologic mapping of the site area by the Oregon Department of Geology and Mineral Industries (Walker & MacLeod, 1991).

3.1 Regional Geology

The subject site lies within the southern portion of the Willamette Valley Geomorphic Province (WVGP), east of the Coast Range and west of the Cascade Mountains Provinces. The WVGP is regional lowland that extends from just south of Eugene, Oregon to Vancouver, British Columbia. In Oregon, this alluvial plain is approximately 130 miles long and 20 to 40-miles wide (Orr and Orr, 1996). The WVGP is drained by the north flowing Willamette River.

The Willamette River Valley in the area of the subject site is believed to be underlain by undifferentiated sedimentary rock, tuffs and basalt from the Miocene and Oligocene epochs (approximately 15 to 35 million years ago). Deposits of silt and clay from fluvial and lacustrine environments covered the bedrock to various depths during the presence of low energy streams and lakes in the mid Willamette Valley. Subsequent compression forces and uplifting of the Cascade and Coast Range Mountains depressed the Willamette River Valley. The rapid uplift of the Cascade and Coast Range mountains steepened stream gradients causing increased erosion of the mountains and resulting deposition of thick gravel layers incised within the fluvial and lacustrine deposits.

Approximately 13,500 years ago the Willamette Valley was cyclically flooded by catastrophic breaks in the ice dams of Lake Missoula. These flood events filled the valley to an elevation of 350 to 400- feet before retreating, causing sequences of upward fining deposits of silt and clay that may or may not still be present in areas depending on erosion by subsequent creek and river actions.

3.2 Site Geology

The USGS Geologic Map of Oregon (Walker and MacLeod 1991) maps the site as mixed sedimentary and volcanoclastic rocks. The observed site conditions are consistent with the mapped geology of the site and that of the general geologic setting described above. The site generally contains Quaternary age alluvial soils overlying decomposed mixed sedimentary and volcanoclastic rocks from the Neogene and Paleogene eras. The steep north-facing slope at the end of the site is a mapped landslide; no development is proposed for this area. The stormwater detention facility proposed near the top of this landslide is recommended to be lined to prevent infiltration of water into the slide area.

The nearest mapped faults are located in the foothills more approximately 4.5 miles to the northeast of the site. These faults are not known to be active; however, seismic activity is not uncommon in the Willamette Valley as evidenced by the 1993 Scotts Mills Earthquake east of Salem that registered a 5.7 Richter magnitude.

4.0 CONCLUSIONS

Based on our field observations, subsurface explorations, and data analyses, we conclude that the site is geologic and geotechnically suitable for the proposed development provided that the recommendations of this report are incorporated into the design and construction of the project.

Our investigation did not reveal any specific site features or subsurface conditions that would impede the proposed building design or construction.

5.0 RECOMMENDATIONS

The following sections present site specific recommendations for site preparation, drainage, foundations, utility excavations, and slab/pavement design. General material and construction specifications for the items discussed herein are provided in Appendix B.

5.1 Site Preparation and Foundation Subgrade Requirements

The following recommendations are for earthwork in the building foundation areas, roadways, and parking areas. Earthwork shall be performed in general accordance with the standard of practice as generally described in Appendix J of the 2010 International Building Code and as specified in of this report.

All areas intended to directly or laterally support structures, roadways, or parking areas shall be stripped of vegetation, organic soil, unsuitable fill, and/or other deleterious material. These strippings shall be removed from the site or reserved for use in landscaping or non-structural areas. The depth to suitable subgrade for street improvements and building pads is discussed below. The site soils are moisture sensitive and will soften with prolonged exposure to moisture; therefore, earthwork construction is recommended to be performed during the dry season (typically late May through October). Recommended subgrade preparation is as follows:

Areas of Public Street Improvements

The depth to suitable subgrade for roadway structural sections is below the soft to medium stiff brown silty clay approximately 24- to 36-inches BGS into the stiff weathered/decomposing alluvial cobble and gravel deposits. Should grading plans require engineered fill, see section 5.2 for engineered fill requirements. Prior to placing compacted crushed rock aggregate for the roadway structural section, the exposed subgrade shall be approved by the Geotechnical Engineer of record or approved representative. Proof rolls with a loaded 10 CY haul truck or equivalent vehicle shall be conducted. Any observed areas of deflection under load shall be corrected prior to placement of compacted crushed rock aggregate. Should areas of soft soils or organics be encountered over-excavation and removal of unsuitable material should be expected. Utility trenches excavated to depths below the top of the subgrade elevation shall be backfilled with material compacted to 95% relative compaction as determined by AASHTO T-180 (modified Proctor) or equivalent. We expect that fill placed on the site will be imported granular material, however the decomposed alluvial gravel and cobbles may be acceptable for use as fill if properly moisture conditioned and the appropriate compaction equipment is selected. Sampling of on-site material to be used as engineered fill will be required for Proctor testing to generate moisture-density curves.

Construction of Single Family Residential Building Pads

In areas intended to directly or laterally support single family residential structures vegetation, organic, soil, unsuitable fill, and/or other deleterious material shall be stripped and removed from the site or reserved for use in landscaping or non-structural areas. Building pad subgrades shall be excavated to depths below the existing topsoil; either in medium stiff silty clay or the

stiff decomposed gravel and cobbles typically found 12- to 18-inches BGS or 36- to 48-inches respectively. Should building pads be constructed on the silty clay, 4- to 6-inches of compacted crushed rock aggregate is recommended to be placed on the subgrade soil to mitigate subgrade inconsistency. A leveling course of compacted crushed rock aggregate, minimum of 2-inches in thickness, is adequate for building pad subgrade consisting of stiff decomposed gravel and cobbles. Building pad subgrade soils should be uniform to minimize differential settlements and may require removal of soft soils and placement of compacted crushed rock aggregate should portions of the pad be comprised of the stiffer soil underlying the silty clay.

The subsurface conditions observed in our site investigation test pits are consistent; however, the test pits only represent a very small portion of the site. Should soft or unsuitable soils extend to a depth greater than that described herein, or areas of distinct soil variation be discovered, this office shall be notified to perform site observation and additional excavation may be required.

5.2 Engineered Fill Recommendations

All engineered fill placed on the site shall consist of homogenous material and shall meet the following recommendations.

- Prior to placement fill material shall be approved by the Geotechnical Engineer. Acceptable fill shall be free of organics or other deleterious materials. A site visit to the fill source or other means of sampling the fill is recommended.
- The fill shall be moisture conditioned within 2% +/- of optimum moisture content and compacted in lifts with loose lift thickness not exceeding 8- inches.
- Periodic visits to the site to verify lift thickness, source material, and compaction efforts shall be conducted by the Geotechnical Engineer or designated representative and documented.
- The recommended compaction level for crushed aggregate fill is 95% of AASTHO T-180/ASTM D-1557 (modified Proctor). Compaction shall be measured by testing with nuclear densometer ASTM D-6938, or D-1556 sand cone method. If compaction testing by nuclear densometer is not possible due to the nature of the approved fill material, proof rolling with a fully loaded 10 CY dump truck observed by the Geotechnical Engineer or designated representative shall be conducted.

5.3 Excavations

Utility excavations in the site soils should stand near vertical to at least 5- feet in depth; some sidewall caving may occur due to perched ground water lenses and the presence of non-cohesive lenses. Heavy equipment should not be placed within 10- feet of an open trench. The site soils are classified as OSHA Type A. The presence of groundwater seepage within an excavation will significantly increase the likelihood of sidewall caving.

5.4 Drainage

A complete site drainage system is expected to be engineered for this project. Alteration of existing grades for this project will likely change drainage patterns but should not adversely affect adjacent properties. The stormwater detention facility proposed for the north end of the development near the mapped landslide is recommended to be either lined to prevent subsurface infiltration or moved to the south.

Perimeter landscape and hardscape grades shall be sloped away from the foundations and water shall not be allowed to pond adjacent to footings during or after construction.

5.5 Soil Bearing Capacity

Based on the site observations and testing, the topsoil is unsuitable for support of foundations and removal of the topsoil to the brown silty clay is required. If building pad subgrade areas are prepared as described in section 5.1 with approved subgrade overlain by 4- to 6-inches of compacted crushed rock aggregate the allowable bearing capacity is 1,500 psf.

Conventional perimeter style foundations are suitable for the proposed single-family residential development and we recommend that loads are distributed evenly to mitigate the potential for differential settlement. The anticipated settlement for the expected foundation loads is expected to be less than 3/4- inch total and 1/2- inch differential over spans of 20 feet. The allowable bearing capacity can be increased by 1/3 for short term loading, such as wind and seismic events.

Periodic site observations by a geotechnical representative of BEI are recommended during the construction of the project; the specific phases of construction that should be observed are:

Table 1:

Recommended Construction Phases to be Observed by the Geotechnical Engineer	
At completion of street excavation	Subgrade observation by the geotechnical engineer before fabric and aggregate placement.
Imported fill material	Observation of material or information on material type and source.
Placement or Compaction of fill material	Observation by geotechnical engineer or test results by qualified testing agency.

5.6 Slabs-On-Grade

Although not anticipated for this project, after site preparation to expose suitable subgrade, load bearing concrete slabs shall be underlain by a minimum of 8- inches of compacted, crushed aggregate. A free draining aggregate is recommended beneath structural slabs. The modulus of subgrade reaction (k) of the in-situ soil at about 2- feet below existing grade is 90 lb/in³ and the correlated California Bearing Ratio of the soil is correlated to be 3.

5.7 Soil Shrink/Swell Potential

Representative samples of the subsurface site materials were collected and tested for In-Situ Moisture Content and Free Swell (IS 2720) potential by air drying a pulverized sample and rehydrating in a graduated column. The in-situ moisture contents of the samples ranged from 26% to 51%. Free Swell test results showed 0% to 20% Free Swell potential of the fine grain soils in the upper 4 -feet of the site. This is considered to be a low shrink/swell potential and is further mitigated by the placement of compacted crushed rock aggregate on the subgrade soil.

5.8 Friction Coefficient and Earth Pressures

Although no subsurface structures or retaining walls are anticipated for this project, the following parameters are provided: 1) The coefficient of friction of the fine-grain soils is 0.30, 2) The passive earth pressure is 200 pcf, and 3) The active earth pressure is 35 pcf for unrestrained walls and the at-rest pressure is 50 pcf for a restrained wall, provided there is no hydrostatic pressure or surcharge loads on the walls.

5.9 Wet Weather/Dry Weather Construction Practices

The site material is moisture sensitive and will soften with exposure to precipitation. BEI recommends that foundation subgrade preparation and general site earthwork be performed during the dry season, generally May through October. Construction during the wet season may require special drainage considerations, such as covering of excavations, or pumping to mitigate standing water in footing excavations, and/or over-excavation of soft soils. In addition to BEI's wet weather recommendations the City of Springfield requires a wet weather construction provision. The wet weather provision shall include an additional 8-inches of crushed base rock and geotextile fabric placed beneath the structural rock section. The wet weather provision applies to excavation work started prior to May 1st and any work that continues past October 15th.

5.10 Pavement Design Recommendations

The correlated California Bearing Ration (CBR) for the silty clay loam below the topsoil is 3 (correlated Resilient Modulus is 2,880 psi), which is a "poor" classification. Our design for the public street improvements used the guidance of the 1993 American Association of State Highway and Transportation Officials (AASHTO) Guide for Design of Pavement Structures, Asphalt Pavement Association of Oregon Design Guide (2003), the City of Springfield Engineering Design Standards and Procedures Manual, and the 2011 ODOT Pavement Design Guide. Based on an estimated annual equivalent 18-kip single axle loading of 5,000 with an annual growth rate

of 1.5% for a 30-year design life, 90% reliability and a serviceability factor of 1.7, a structural number of 2.9 was selected. Based on a structural number of 2.9, the calculated asphalt concrete (AC) thickness is 4- inches and the calculated aggregate base is 9- inches.

City of Springfield Engineering Design Standards and Procedures Manual lists a minimum thickness of 4- inches of asphalt concrete (AC) and a minimum thickness of 12- inches of aggregate base rock for public streets classified as local or neighborhood collectors. This structural section is recommended as it meets the City requirements and exceeds the calculated asphalt concrete (AC) and aggregate base rock thicknesses.

The above recommended structural pavement sections are designed for the type of vehicle use on the site after construction completion, not for construction vehicle traffic which is generally heavier, occurs over a short time, and impacts the site before full pavement sections are constructed. The construction traffic may cause subgrade failures and the site contractor should consider over-building designated haul routes through the site to mitigate soft areas at the time of final paving.

Pavement subgrades shall be observed and proof-rolled prior to placement of base rock, and the base rock shall be compacted to at least 95% of the material's maximum dry density as determined by AASHTO T-180/ASTM D-1557 (modified Proctor). BEI recommends using a geotextile separation fabric between the subgrade and subbase rock which is required in the City of Springfield wet weather construction provision. The base rock shall be tested to measure compliance with this compaction standard prior to placement of asphalt concrete.

5.11 Seismic Site Classification and Hazards

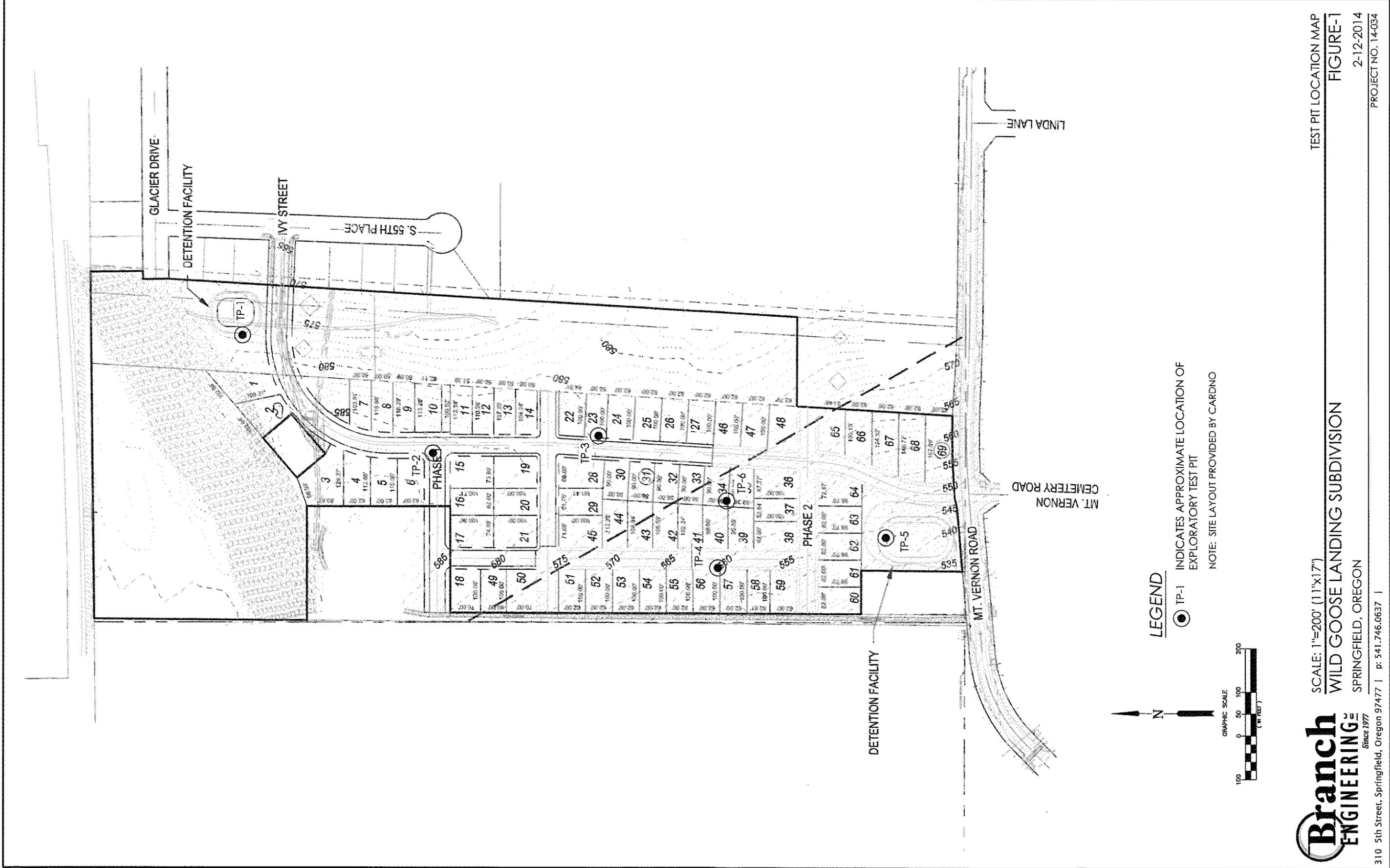
Based on the soil properties encountered in our site pits, and on-site well log information, and IMS-14 mapping, a Site Class D (Tables 1613.5.2 and 1613.5.5 of the 2010 Oregon Structural Specialty Code) is recommended for design of site structures.

- The portion of the site to be developed is on a southwest facing slope ranging from 5% to 10%. This area has a low risk of slope instability or gross land mass movement; however, the north end of the site is mapped landslide.
- There are no known faults on the site and the closest mapped Quaternary age faults are 15-miles to the southeast. The risk of surface rupture is low.
- There are no abrupt changes in ground elevation on the area to be developed that would present a potential for lateral spreading to occur during a seismic event; however, the north landslide slope is steep (37%) poses an abrupt elevation change for lateral spread to occur. Overall the risk of lateral spread at the site is low.
- The subsurface soils are fine-grain and unsaturated; the potential for soil liquefaction at the site is low.
- The closest water body is the Willamette River about 1.2-miles to the south, which poses no risk of a seiche or tsunami.

6.0 REPORT LIMITATIONS

This report has presented BEI's site observations and research, subsurface explorations, geotechnical engineering analyses, and recommendations for the proposed site development. The conclusions in this report are based on the conditions described in this report and are intended for the exclusive use of Hayden Enterprises Realty Inc. and their representatives for use in design and construction of the development described herein. The analysis and recommendations may not be suitable for other structures or purposes.

Services performed by the geotechnical engineer for this project have been conducted with the level of care and skill exercised by other current geotechnical professionals in this area. No warranty is herein expressed or implied. The conclusions in this report are based on the site conditions as they currently exist and it is assumed that the limited site locations that were physically investigated generally represent the subsurface conditions at the site. Should site development or site conditions change, or if a substantial amount of time goes by between our site investigation and site development, we reserve the right to review this report for its applicability. If you have any questions regarding the contents of this report please contact our office.



TEST PIT LOCATION MAP
FIGURE-1
 2-12-2014
 PROJECT NO. 14-034

SCALE: 1"=200' (11"x17")
WILD GOOSE LANDING SUBDIVISION
 SPRINGFIELD, OREGON

Branch ENGINEERING
Since 1977
 310 5th Street, Springfield, Oregon 97477 | p: 541.746.0637 |

APPENDIX A

Test Pit Log Summaries, Well Logs, & NRCS Soil Survey



RELATIVE DENSITY - COARSE GRAINED SOILS

RELATIVE DENSITY	SPT N-VALUE	D&M SAMPLER (140 lbs hammer)	D&M SAMPLER (300 lbs hammer)
VERY LOOSE	< 4	< 11	< 4
LOOSE	4 - 10	11 - 26	4 - 10
MEDIUM DENSE	10 - 30	26 - 74	10 - 30
DENSE	30 - 50	74 - 120	30 - 47
VERY DENSE	> 50	> 120	> 47

USCS GRAIN SIZE

		FINES	< #200 (.075 mm)
SAND	Fine	#200 - #40 (.425 mm)	
	Medium	#40 - #10 (2 mm)	
	Coarse	#10 - #4 (4.75 mm)	
GRAVEL	Fine	#4 - 0.75 inch	
	Coarse	0.75 - 3 inch	
COBBLES		3 - 12 inches	

CONSISTENCY - FINE GRAINED SOILS

CONSISTENCY	SPT N-VALUE	D&M SAMPLER (140 lbs hammer)	D&M SAMPLER (300 lbs hammer)	POCKET PEN. / UNCONFINED (TSF)	MANUAL PENETRATION TEST
VERY SOFT	< 2	< 3	< 2	< 0.25	Easy several inches by fist
SOFT	2 - 4	3 - 6	2 - 5	0.25 - 0.50	Easy several inches by thumb
MEDIUM STIFF	4 - 8	6 - 12	5 - 9	0.50 - 1.00	Moderate several inches by thumb
STIFF	8 - 15	12 - 25	9 - 19	1.00 - 2.00	Readily indented by thumb
VERY STIFF	15 - 30	25 - 65	19 - 31	2.00 - 4.00	Readily indented by thumbnail
HARD	> 30	> 65	> 31	> 4.00	Difficult by thumbnail

UNIFIED SOIL CLASSIFICATION CHART

MAJOR DIVISIONS		GROUP SYMBOLS AND TYPICAL NAMES		
COARSE-GRAINED SOILS: More than 50% retained on No. 200 sieve	GRAVELS: 50% or more retained on the No. 4 sieve	CLEAN GRAVELS	GW Well-graded gravels and gravel-sand mixtures, little or no fines. GP Poorly-graded gravels and gravel-sand mixtures, little or no fines.	
		GRAVELS WITH FINES	GM Silty gravels, gravel-sand-silt mixtures. GC Clayey gravels, gravel-sand-clay mixtures.	
		CLEAN SANDS	SW Well-graded sands and gravelly sands, little or no fines. SP Poorly-graded sands and gravelly sands, little or no fines.	
		SANDS WITH FINES	SM Silty sands, sand-silt mixtures. SC Clayey sands, sand-clay mixtures.	
		SANDS: 50% or more passing the No. 4 sieve	LIQUID LIMIT LESS THAN 50	ML Inorganic silts, rock flour, clayey silts. CL Inorganic clays of low to medium plasticity, lean clays. OL Organic silt and organic silty clays of low plasticity.
	LIQUID LIMIT 50 OR GREATER		MH Inorganic silts, clayey silts. CH Inorganic clays of high plasticity, fat clays. OH Organic clays of medium to high plasticity.	
			HIGHLY ORGANIC SOILS	
			PT Peat, muck, and other highly organic soil.	

MOISTURE CONTENT

DRY: Absence of moisture, dusty, dry to the touch
 DAMP: Some moisture but leaves no moisture on hand
 MOIST: Leaves moisture on hand
 WET: Visible free water, usually saturated

PLASTICITY	DRY STRENGTH	DILATANCY	TOUGHNESS
ML Non to Low	Non to Low	Slow to Rapid	Low, can't roll
CL Low to Med.	Med. to High	None to Slow	Medium
MH Med. to High	Low to Med.	None to Slow	Low to Med.
CH Med. to High	High to V.High	None	High

STRUCTURE

STRATIFIED: Alternating layers of material or color > 6mm thick.
 LAMINATED: Alternating layers < 6mm thick.
 FISSURED: Breaks along definite fracture planes.
 SLICKENSIDED: Striated, polished, or glossy fracture planes.
 BLOCKY: Cohesive soil that can be broken down into small angular lumps which resist further breakdown.
 LENSES: Has small pockets of different soils, note thickness.
 HOMOGENEOUS: Same color and appearance throughout.

LIST OF ABBREVIATION & EXPLANATIONS

SPT Standard Penetration Test split barrel sampler	G Grab sample
D&M Dames and Moore sampler	MC Moisture Content
LL Atterberg Liquid Limit	MD Moisture Density
PL Atterberg Plastic Limit	UC Unconfined Compressive Strength
PP Pocket Penetrometer	
VS Vane Shear	

EXPLORATORY KEY



DEPTH (FT)	GRAPHIC LOG	MATERIAL DESCRIPTION	DEPTH (FT) ELEVATION	SAMPLE AND SAMPLER TYPE	COMMENTS
TP-1					
5		(CL) Topsoil Zone Moist Dark Brown Silty CLAY, soft	12"	BAG	Pocket Penetrometer @ 12" BGS = 0.5 tsf Vane Shear at 16" BGS Blows/10 cm Shear reading 4 7 9 8 10 10 30 ft-lbs
		(CL) Moist soft Brown Silty CLAY, occasional weathered rock fragments < 1" diameter	32"		
		(CL) Decomposed fluvial terrace deposit gravels with silty clay and sand, varicolored, stiff, moist, spoils remold to moist sandy silty clay	72"		
		Total depth of excavation = 6' No groundwater seepage observed	72"		
10					
15					

TP-2					
5		(CL) Topsoil Zone Moist Dark Brown Silty CLAY, soft	12"	BAG	Vane Shear at 20" BGS Blows/10 cm Shear reading 4 5 5 30 ft-lbs 4 6 6 30 ft-lbs 9 11 20 30 ft-lbs
		(CL) Moist Brown Silty CLAY, moist, medium stiff Pocket Penetrometer = 1.0	32"		
		(CL) Decomposed fluvial terrace deposit gravels with silty clay and sand, varicolored, stiff, moist, spoils remold to moist sandy silty clay Pocket Penetrometer = 2.5-3.0	90"		
		Increased stiffness with depth, slow excavation progress			
		Total depth of excavation = 7.5' No groundwater seepage observed	90"		
10					
15					

CLIENT: HAYDEN HOMES
 CONTRACTOR: STAPLETON TIMBER AND EXCAVATION
 EXCAVATION METHOD: RUBBER TRACKED MINI EXCAVATOR
 NOTES:

LOGGED BY: MWR CHECKED BY: RJD
 DATE OF EXCAVATION: FEBRUARY 12, 2014



WILD GOOSE LANDING
 HAYDEN HOMES

EXPLORATORY TEST PITS

SPRINGFIELD, OREGON

FEBRUARY 12, 2014

DEPTH (FT)	GRAPHIC LOG	MATERIAL DESCRIPTION	DEPTH (FT) ELEVATION	SAMPLE AND SAMPLER TYPE	COMMENTS
TP-3					
		(CL) Topsoil Zone Moist soft Dark Brown Silty CLAY with tree roots	12"	BAG	Vane Shear of 12" BGS Blows/10 cm Shear reading 7 7 7 15 ft-lbs
		(CL) Moist Brown medium stiff Silty CLAY with tree roots to 36" BGS $1 \frac{1}{2}$ Pocket Penetrometer = 0.5	36"		
5		(CL) Decomposed fluvial terrace deposit gravels with silty clay and sand, varicolored, stiff, moist, spoils remold to moist sandy silty clay Pocket Penetrometer @ 48" = 0.0 - 2.5 in different decomposed gravels	96"		
10		Total depth of excavation = 8' Groundwater seepage first observed at 48" BGS increasing intensity with depth			
15					

TP-4					
		(CL) Topsoil Zone Moist Dark Brown Silty CLAY, soft, tree roots <math>< 3''</math>	18"	BAG	
		(CL) Moist Brown medium stiff Silty CLAY	30"		
5		(CL) Decomposed fluvial terrace deposit gravels with silty clay and sand, varicolored, stiff, moist, spoils remold to moist sandy silty clay Pocket Penetrometer @ 32" = 2.0	72"		
10		Total depth of excavation = 6' Groundwater seepage first observed at 42" BGS increasing with depth, entering pit from all four sides of the excavation			
15					

CLIENT: HAYDEN HOMES
 CONTRACTOR: STAPLETON TIMBER AND EXCAVATION
 EXCAVATION METHOD: RUBBER TRACKED MINI EXCAVATOR
 NOTES:

LOGGED BY: MWR CHECKED BY: RJD
 DATE OF EXCAVATION: FEBRUARY 12, 2014



WILD GOOSE LANDING
 HAYDEN HOMES

EXPLORATORY TEST PITS

SPRINGFIELD, OREGON

FEBRUARY 12, 2014

DEPTH (FT)	GRAPHIC LOG	MATERIAL DESCRIPTION	DEPTH (FT) ELEVATION	SAMPLE AND SAMPLER TYPE	COMMENTS
TP-5					
5		(CL) Topsoil Zone Moist soft Dark Brown Silty CLAY with tree roots	16"	BAG	Vane Shear at surface Blows/10 cm Shear reading 7 6 6 18 ft-lbs 5 5 5 10 ft-lbs
		(CL) Moist Brown medium stiff Silty CLAY with tree roots Pocket Penetrometer = 0.5	32"		
		(CL) Decomposed fluvial terrace deposit gravels with silty clay and sand, varicolored, stiff, moist, spoils remold to moist sandy silty clay	72"		
10		Total depth of excavation = 6' Groundwater seepage first observed at 36" BGS increasing with depth, seepage outpacing excavation progress at 60" BGS			
15					

TP-6					
5		(CL) Topsoil Zone Moist soft Dark Brown Silty CLAY with roots	12"	BAG	
		(CL) Moist Brown medium stiff Silty CLAY	32"		
		(CL) Decomposed fluvial terrace deposit gravels with silty clay and sand, varicolored, stiff, moist, spoils remold to moist sandy silty clay	66"		
10		Total depth of excavation = 5.5' Groundwater seepage first observed at 36" BGS increasing with depth			
15					

CLIENT: HAYDEN HOMES
 CONTRACTOR: STAPLETON TIMBER AND EXCAVATION
 EXCAVATION METHOD: RUBBER TRACKED MINI EXCAVATOR
 NOTES:

LOGGED BY: MWR CHECKED BY: RJD
 DATE OF EXCAVATION: FEBRUARY 12, 2014

EXPLORATORY TEST PITS

Branch ENGINEERING WILD GOOSE LANDING
 Since 1977 HAYDEN HOMES

SPRINGFIELD, OREGON
 FEBRUARY 12, 2014

STATE OF OREGON
WATER SUPPLY WELL REPORT
 (as required by ORS 537.765)

(WELL I.D.)# L 70457

(START CARD) # 165523

Instructions for completing this report are on the last page of this form.

(1) OWNER: Well Number _____
 Name **Joe & Lee Limited**
 Address **Po Box 717**
 City **Springfield** State **OR** Zip **97477**

(2) TYPE OF WORK
 New Well Deepening Alteration (repair/recondition) Abandonment

(3) DRILL METHOD:
 Rotary Air Rotary Mud Cable Auger
 Other

(4) PROPOSED USE:
 Domestic Community Industrial Irrigation
 Thermal Injection Livestock Other

(5) BORE HOLE CONSTRUCTION:
 Special Construction approval Yes No Depth of Completed Well **84** ft.
 Explosives used Yes No Type _____ Amount _____

HOLE			SEAL			Sacks or pounds
Diameter	From	To	Material	From	To	
10"	0	20	Bentonite	0	20	8 sacks
6"	20	84				

How was seal placed: Method A B C D E
 Other **Poured and tamped**
 Backfill placed from _____ ft. to _____ ft. Material _____
 Gravel placed from _____ ft. to _____ ft. Size of gravel _____

(6) CASING/LINER:

Diameter	From	To	Gauge	Steel	Plastic	Welded	Threaded
Casing: 6"	+2	58	.250	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Liner:				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Final location of shoe(s) **None**

(7) PERFORATIONS/SCREENS:

Perforations Method **Holte perforator**
 Screens Type _____ Material _____

From	To	Slot size	Number	Diameter	Tele/pipe size	Casing	Liner
30	52	1/4 x 1	140	6"	.250	<input checked="" type="checkbox"/>	<input type="checkbox"/>

(8) WELL TESTS: Minimum testing time is 1 hour

Pump Bailer Air Flowing Artesian

Yield gal/min	Drawdown	Drill stem at	Time
14	42	58	1 hr.

Temperature of water **56** Depth Artesian Flow Found _____
 Was a water analysis done? Yes By whom _____
 Did any strata contain water not suitable for intended use? Too little
 Salty Muddy Odor Colored Other _____
 Depth of strata: _____

(9) LOCATION OF WELL by legal description:
 County **Lane** Latitude _____ Longitude _____
 Township **18** S Range **2** W WM.
 Section **4** NE 1/4 NE 1/4
 Tax Lot **200** Lot _____ Block _____ Subdivision _____
 Street Address of Well (or nearest address) **658 S. 57th Springfield**

(10) STATIC WATER LEVEL:
16 ft. below land surface. Date **7/30/04**
 Artesian pressure _____ lb. per square inch. Date _____

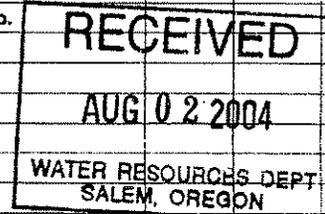
(11) WATER BEARING ZONES:
 Depth at which water was first found **28'**

From	To	Estimated Flow Rate	SWL
28	44	14	16

(12) WELL LOG:
 Ground Elevation _____

Material	From	To	SWL
Topsoil	0	1	
Brown clay	1	20	
Brown clay boulders	20	28	
Cemented gravel	28	44	16
Blue sandstone soft	44	68	
Blue gray conglomerate soft	66	72	
Red claystone soft	72	84	

Do not set pump past 58'--soft material will cave in on pump.



Casey Jones Well Drilling Co. Inc.
 541-747-2806

Date started **7/29/04** Completed **7/30/04**

(unbonded) Water Well Constructor Certification:
 I certify that the work I performed on the construction, alteration, or abandonment of this well is in compliance with Oregon water supply well construction standards. Materials used and information reported above are true to the best of my knowledge and belief.

WWC Number **1541**
 Signed _____ Date **7/30/04**

(bonded) Water Well Constructor Certification:
 I accept responsibility for the construction, alteration, or abandonment work performed on this well during the construction dates reported above. All work performed during this time is in compliance with Oregon water supply well construction standards. This report is true to the best of my knowledge and belief.

WWC Number **1541**
 Signed _____ Date **7/30/04**

ORIGINAL & FIRST COPY-WATER RESOURCES DEPARTMENT SECOND COPY-CONSTRUCTOR THIRD COPY-CUSTOMER

STATE OF OREGON
WATER SUPPLY WELL REPORT
(as required by ORS 537.765)

(START CARD) # 99654

Instructions for completing this report are on the last page of this form.

(1) OWNER: Well Number 2
Name Bert + Debbie Schluckebier
Address 5693 Mt. Vernon Rd.
City Springfield State OR Zip 97478

(2) TYPE OF WORK
 New Well Deepening Alteration (repair/recondition) Abandonment

(3) DRILL METHOD:
 Rotary Air Rotary Mud Cable Auger
 Other

(4) PROPOSED USE:
 Domestic Community Industrial Irrigation
 Thermal Injection Livestock Other

(5) BORE HOLE CONSTRUCTION:
Special Construction approval Yes No Depth of Completed Well 150 ft.
Explosives used Yes No Type _____ Amount _____

HOLE			SEAL			Sacks or pounds
Diameter	From	To	Material	From	To	
10"	0	38	Cement w/ 4% bentonite	0	38	9
6"	38	150				

How was seal placed: Method A B C D E
 Other _____

Backfill placed from _____ ft. to _____ ft. Material _____
Gravel placed from _____ ft. to _____ ft. Size of gravel _____

(6) CASING/LINER:

Diameter	From	To	Gauge	Steel	Plastic	Welded	Threaded
Casing: 6"	+1'	39'	250	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Liner:				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Final location of shoe(s) _____

(7) PERFORATIONS/SCREENS:

From	To	Slot size	Number	Diameter	Material	Tele/pipe size	Casing	Liner

(8) WELL TESTS: Minimum testing time is 1 hour
well output may fluctuate
 Pump Bailor Air Flowing Artesian
Yield gal/min 20 Drawdown 109 Drill stem at 150 Time 1 hr.

Temperature of water 51° Depth Artesian Flow Found _____
Was a water analysis done? Yes By whom _____
Did any strata contain water not suitable for intended use? 100 litre
 Salty Muddy Odor Colored Other _____
Depth of strata: _____

(9) LOCATION OF WELL by legal description:
County Lane Latitude _____ Longitude _____
Township 18 S N or S Range 2 W E or W. WM.
Section 4 SE 1/4 NE 1/4
Tax Lot 1937 Lot _____ Block _____ Subdivision _____
Street Address of Well (or nearest address) 5693 Mt. Vernon Cemetery Rd. Springfield, OR

(10) STATIC WATER LEVEL:
41 ft. below land surface. Date 9/19/97
Artesian pressure _____ lb. per square inch. Date _____

(11) WATER BEARING ZONES:
Depth at which water was first found 58

From	To	Estimated Flow Rate	SWL
58	60	3	
122	134	+17	

(12) WELL LOG:
Ground Elevation _____

Material	From	To	SWL
Topsoil	0	1.5	
Clay brown	1.5	30	
Tuff, black hard	30	43	
Tuff, gray/black	43	45	41
Tuff, gray hard	45	65	41
Tuff, blue hard	65	78	41
Tuff, gray/black	78	107	41
Tuff, blue/gray	107	132	41
Tuff, blue/black	132	135	41
Tuff, blue/gray	135	150	41

Date started 9/18/97 Completed 9/19/97

(unbonded) Water Well Constructor Certification:
I certify that the work I performed on the construction, alteration, or abandonment of this well is in compliance with Oregon water supply well construction standards. Materials used and information reported above are true to the best of my knowledge and belief.
WWC Number _____
Signed _____ Date _____

(bonded) Water Well Constructor Certification:
I accept responsibility for the construction, alteration, or abandonment work performed on this well during the construction dates reported above. All work performed during this time is in compliance with Oregon water supply well construction standards. This report is true to the best of my knowledge and belief.
WWC Number 636
Signed Don Christensen, V Pres Date 10/12/97

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STATE OF OREGON
WATER SUPPLY WELL REPORT
(as required by ORS 537.765 & OAR 690-205-0210)

11-11-2011

WELL LABEL # L 107905

START CARD # 1015335

(1) LAND OWNER
Owner Well I.D.
First Name STEVE Last Name PETTY
Company
Address 901 S 56TH
City SPRINGFIELD State OR Zip 97478

(2) TYPE OF WORK
[X] New Well [] Deepening [] Conversion
[] Alteration (repair/recondition) [] Abandonment

(3) DRILL METHOD
[X] Rotary Air [] Rotary Mud [] Cable [] Auger [] Cable Mud
[] Reverse Rotary [] Other

(4) PROPOSED USE
[X] Domestic [] Irrigation [] Community
[] Industrial/ Commercial [] Livestock [] Dewatering
[] Thermal [] Injection [] Other

(5) BORE HOLE CONSTRUCTION Special Standard [] (Attach copy)
Depth of Completed Well 340.00 ft.

Table with columns: Dia, From, To, Material, SEAL, Amt, lbs. Row 1: 10, 0, 59, Cement, 0, 59, 24, S.

How was seal placed: Method [] A [] B [X] C [] D [] E
Backfill placed from ft. to ft. Material
Filter pack from ft. to ft. Material Size
Explosives used: [] Yes Type Amount

(6) CASING/LINER
Casing Liner Dia + From To Gauge Stl Plstc Wld Thr
[] [] 6 [X] 2 59 .25 [] [] [X] []

Shoe [] Inside [X] Outside [] Other Location of shoe(s) 59
Temp casing [] Yes Dia From To

(7) PERFORATIONS/SCREENS
Perforations Method
Screens Type Material

Table with columns: Perf/S, Casing/Screen, Liner, Dia, From, To, Scrm/slot width, Slot length, # of slots, Tele/pipe size

(8) WELL TESTS: Minimum testing time is 1 hour
[] Pump [] Bailer [X] Air [] Flowing Artesian
Yield gal/min Drawdown Drill stem/Pump depth Duration (hr)

Table with columns: From, To, Description, Amount, Units. Row 1: 57, Lab analysis, Yes, By

(9) LOCATION OF WELL (legal description)
County Lane Twp 18.00 S N/S Range 2.00 W E/W WM
Sec 4 NE 1/4 of the NE 1/4 Tax Lot 3800
Tax Map Number Lot
Lat " or " DMS or DD
Long " or " DMS or DD
[] Street address of well [] Nearest address

901 S 56TH Springfield, OR

(10) STATIC WATER LEVEL
Date SWL(psi) + SWL(ft)
Existing Well / Predeepening
Completed Well 11-10-2011 180
Flowing Artesian? [] Dry Hole? []

WATER BEARING ZONES
Depth water was first found 240
Table with columns: SWL Date, From, To, Est Flow, SWL(psi), + SWL(ft)

(11) WELL LOG
Ground Elevation
Table with columns: Material, From, To
topsoil 0 4
brown clay 4 17
brown clay and boulders 17 52
broken brown sandstone 52 54
hard blue sandstone 54 185
hard gray sandstone 185 188
hard blue sandstone 188 340

Date Started 11-10-2011 Completed 11-10-2011

(unbonded) Water Well Constructor Certification
I certify that the work I performed on the construction, deepening, alteration, or abandonment of this well is in compliance with Oregon water supply well construction standards.
License Number 1839 Date 11-11-2011
Electronically Filed
Signed MICHAEL J HOLLEY (E-filed)

(bonded) Water Well Constructor Certification
I accept responsibility for the construction, deepening, alteration, or abandonment work performed on this well during the construction dates reported above.
License Number 1541 Date 11-11-2011
Electronically Filed
Signed CASEY JONES JR (E-filed)
Contact Info (optional) Casey Jones Well Drilling Co., Inc. 541-747-2806

LANE 54989 RECEIVED
54989

STATE OF OREGON
WATER SUPPLY WELL REPORT

MAY 22 1998

(as required by ORS 537.765)

WATER RESOURCES DEPT. (STATE CARD) # 76742

Instructions for completing this report are on the last page of this form.

(1) OWNER: Well Number 1
Name Martin Hauser
Address 908 S. 56th St.
City Springfield State OR Zip 97478

(2) TYPE OF WORK
 New Well Deepening Alteration (repair/recondition) Abandonment

(3) DRILL METHOD:
 Rotary Air Rotary Mud Cable Auger
 Other

(4) PROPOSED USE:
 Domestic Community Industrial Irrigation
 Thermal Injection Livestock Other

(5) BORE HOLE CONSTRUCTION:
Special Construction approval Yes No Depth of Completed Well 173.5 ft.
Explosives used Yes No Type _____ Amount _____

HOLE				SEAL			
Diameter	From	To	Material	From	To	Sacks or pounds	
10"	0'	65'	Cement w/ 4% bentonite	0'	65'	15	
6"	65'	173.5'					

How was seal placed: Method: A B C D E
 Other _____

Backfill placed from _____ ft. to _____ ft. Material _____
Gravel placed from _____ ft. to _____ ft. Size of gravel _____

(6) CASING/LINER:

Diameter	From	To	Gauge	Steel	Plastic	Welded	Threaded
Casing: 6"	1'	65'	250	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Liner:				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Final location of shoe(s) _____

(7) PERFORATIONS/SCREENS:

From	To	Slot size	Number	Diameter	Tele/pipe size	Casing	Liner
/							

(8) WELL TESTS: Minimum testing time is 1 hour
well output may fluctuate

Field gal/min	Drawdown	Drill stem at	Flowing Time
21	90	—	1 hr.

Temperature of water 51° Depth Artesian Flow Found _____
Was a water analysis done? Yes By whom _____
Did any strata contain water not suitable for intended use? Too little
 Salty Muddy Odor Colored Other _____
Depth of strata: _____

(9) LOCATION OF WELL by legal description:
County Lane Latitude _____ Longitude _____
Township 18 S N or S Range 2 W E or W. WM.
Section 4 NE 1/4 NE 1/4
Tax Lot 3800 Lot _____ Block _____ Subdivision _____
Street Address of Well (or nearest address) 908 S. 56th St
Springfield, OR

(10) STATIC WATER LEVEL:
63 ft. below land surface. Date 10/22/95
Artesian pressure _____ lb. per square inch. Date _____

(11) WATER BEARING ZONES:
Depth at which water was first found 96'

From	To	Estimated Flow Rate	SWI.
96	97	1.5	63
123	124	20	63

(12) WELL LOG:
Ground Elevation _____

Material	From	To	SWI.
Topsoil	0	1	
clay, cemented gravel	1	30	
clay, gravel sm, sand	30	34	
clay, gravel med, sand	34	52	
clay, sand	52	54	
tuff, blue, med/hard	54	123	63
basalt, med/hard	123	126	63
tuff, lt. blue	126	154	63
basalt, med/hard	154	155	63
tuff, lt. blue	155	172	63
basalt	172	173.5	63

Date started 9/12/95 Completed 9/22/95
(unbonded) Water Well Constructor Certification:

I certify that the work I performed on the construction, alteration, or abandonment of this well is in compliance with Oregon water supply well construction standards. Materials used and information reported above are true to the best of my knowledge and belief.

WWC Number _____
Signed _____ Date _____

(bonded) Water Well Constructor Certification:

I accept responsibility for the construction, alteration, or abandonment work performed on this well during the construction dates reported above. All work performed during this time is in compliance with Oregon water supply well construction standards. This report is true to the best of my knowledge and belief.

WWC Number 636
Signed Chris Jensen Date _____

Soil Map—Lane County Area, Oregon



Map Scale: 1:3,480 if printed on A portrait (8.5" x 11") sheet.



Map projection: Web Mercator Corner coordinates: WGS84 Edge ticks: UTM Zone 10N WGS84



Natural Resources
Conservation Service

Web Soil Survey

Attachment 6, Page 171 of 184

2/17/2014

Page 1 of 3

MAP LEGEND

 Area of Interest (AOI)	 Soil Area
 Soil Map Unit Polygons	 Stony Spot
 Soil Map Unit Lines	 Very Stony Spot
 Soil Map Unit Points	 Wet Spot
 Special Point Features	 Other
 Blowout	 Special Line Features
 Borrow Pit	 Streams and Canals
 Clay Spot	 Transportation
 Closed Depression	 Rails
 Gravel Pit	 Interstate Highways
 Gravelly Spot	 US Routes
 Landfill	 Major Roads
 Lava Flow	 Local Roads
 Marsh or swamp	 Background
 Mine or Quarry	 Aerial Photography
 Miscellaneous Water	
 Perennial Water	
 Rock Outcrop	
 Saline Spot	
 Sandy Spot	
 Severely Eroded Spot	
 Sinkhole	
 Slide or Slip	
 Sodic Spot	

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:20,000.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service
 Web Soil Survey URL: <http://websoilsurvey.nrcs.usda.gov>
 Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Lane County Area, Oregon
 Survey Area Data: Version 10, Dec 4, 2013

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Jul 7, 2010—Sep 9, 2011

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

Map Unit Legend

Lane County Area, Oregon (OR637)			
Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
34	Courtney gravelly silty clay loam	0.2	0.9%
52B	Hazelair silty clay loam, 2 to 7 percent slopes	1.0	4.0%
121B	Salkum silty clay loam, 2 to 8 percent slopes	20.5	78.5%
121C	Salkum silty clay loam, 8 to 16 percent slopes	4.3	16.5%
Totals for Area of Interest		26.1	100.0%

Lane County Area, Oregon

34—Courtney gravelly silty clay loam

Map Unit Setting

Elevation: 90 to 1,000 feet

Mean annual precipitation: 30 to 60 inches

Mean annual air temperature: 50 to 55 degrees F

Frost-free period: 160 to 235 days

Map Unit Composition

Courtney and similar soils: 85 percent

Minor components: 12 percent

Description of Courtney

Setting

Landform: Drainageways on stream terraces, depressions on stream terraces

Landform position (three-dimensional): Tread

Down-slope shape: Linear

Across-slope shape: Linear

Parent material: Gravelly and clayey alluvium from mixed sources

Properties and qualities

Slope: 0 to 3 percent

Depth to restrictive feature: 10 to 19 inches to abrupt textural change

Drainage class: Poorly drained

Capacity of the most limiting layer to transmit water (Ksat): Very low to moderately low (0.00 to 0.06 in/hr)

Depth to water table: About 0 to 18 inches

Frequency of flooding: Rare

Frequency of ponding: None

Available water capacity: Very low (about 2.7 inches)

Interpretive groups

Farmland classification: Farmland of statewide importance

Land capability classification (irrigated): 4w

Land capability (nonirrigated): 4w

Hydrologic Soil Group: D

Typical profile

0 to 15 inches: Gravelly silty clay loam

15 to 28 inches: Gravelly clay

28 to 41 inches: Very gravelly clay loam

41 to 60 inches: Very gravelly sand

Minor Components

Bashaw

Percent of map unit: 4 percent

Landform: Terraces

Awbrig

Percent of map unit: 4 percent

Landform: Terraces

Natroy

Percent of map unit: 4 percent

Landform: Terraces

Data Source Information

Soil Survey Area: Lane County Area, Oregon

Survey Area Data: Version 10, Dec 4, 2013

Lane County Area, Oregon

121C—Salkum silty clay loam, 8 to 16 percent slopes

Map Unit Setting

Elevation: 500 to 1,000 feet

Mean annual precipitation: 40 to 60 inches

Mean annual air temperature: 52 to 54 degrees F

Frost-free period: 165 to 210 days

Map Unit Composition

Salkum and similar soils: 85 percent

Description of Salkum

Setting

Landform: Terraces

Landform position (three-dimensional): Riser

Down-slope shape: Linear

Across-slope shape: Linear

Parent material: Mixed alluvium derived from glacial outwash material

Properties and qualities

Slope: 8 to 16 percent

Depth to restrictive feature: More than 80 inches

Drainage class: Well drained

Capacity of the most limiting layer to transmit water

(Ksat): Moderately high (0.20 to 0.57 in/hr)

Depth to water table: More than 80 inches

Frequency of flooding: None

Frequency of ponding: None

Available water capacity: High (about 9.6 inches)

Interpretive groups

Farmland classification: Farmland of statewide importance

Land capability (nonirrigated): 3e

Hydrologic Soil Group: B

Typical profile

0 to 13 inches: Silty clay loam

13 to 49 inches: Clay

49 to 60 inches: Silty clay loam

Data Source Information

Soil Survey Area: Lane County Area, Oregon

Survey Area Data: Version 10, Dec 4, 2013

Lane County Area, Oregon

52B—Hazelair silty clay loam, 2 to 7 percent slopes

Map Unit Setting

Elevation: 200 to 2,000 feet

Mean annual precipitation: 30 to 60 inches

Mean annual air temperature: 50 to 55 degrees F

Frost-free period: 160 to 235 days

Map Unit Composition

Hazelair and similar soils: 85 percent

Minor components: 4 percent

Description of Hazelair

Setting

Landform: Mountains, mountains

Landform position (two-dimensional): Footslope

Landform position (three-dimensional): Mountainbase

Down-slope shape: Convex, linear

Across-slope shape: Convex, linear

Parent material: Colluvium derived from sedimentary rock

Properties and qualities

Slope: 2 to 7 percent

Depth to restrictive feature: 20 to 40 inches to paralithic bedrock

Drainage class: Moderately well drained

Capacity of the most limiting layer to transmit water (Ksat): Very low to moderately low (0.00 to 0.06 in/hr)

Depth to water table: About 12 to 24 inches

Frequency of flooding: None

Frequency of ponding: None

Available water capacity: Low (about 4.8 inches)

Interpretive groups

Farmland classification: Farmland of statewide importance

Land capability (nonirrigated): 3e

Hydrologic Soil Group: D

Typical profile

0 to 11 inches: Silty clay loam

11 to 15 inches: Silty clay

15 to 36 inches: Clay

36 to 46 inches: Weathered bedrock

Minor Components

Panther

Percent of map unit: 4 percent

Landform: Swales

Data Source Information

Soil Survey Area: Lane County Area, Oregon
Survey Area Data: Version 10, Dec 4, 2013

Lane County Area, Oregon

121B—Salkum silty clay loam, 2 to 8 percent slopes

Map Unit Setting

Elevation: 500 to 1,000 feet
Mean annual precipitation: 40 to 60 inches
Mean annual air temperature: 52 to 54 degrees F
Frost-free period: 165 to 210 days

Map Unit Composition

Salkum and similar soils: 90 percent

Description of Salkum

Setting

Landform: Terraces
Landform position (three-dimensional): Tread, riser
Down-slope shape: Linear
Across-slope shape: Linear
Parent material: Mixed alluvium derived from glacial outwash material

Properties and qualities

Slope: 2 to 8 percent
Depth to restrictive feature: More than 80 inches
Drainage class: Well drained
Capacity of the most limiting layer to transmit water (Ksat): Moderately high (0.20 to 0.57 in/hr)
Depth to water table: More than 80 inches
Frequency of flooding: None
Frequency of ponding: None
Available water capacity: High (about 9.6 inches)

Interpretive groups

Farmland classification: All areas are prime farmland
Land capability (nonirrigated): 2e
Hydrologic Soil Group: B

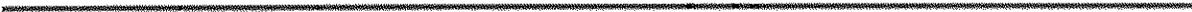
Typical profile

0 to 13 inches: Silty clay loam
13 to 49 inches: Clay
49 to 60 inches: Silty clay loam

Data Source Information

Soil Survey Area: Lane County Area, Oregon
Survey Area Data: Version 10, Dec 4, 2013

APPENDIX B
GEOTECHNICAL SPECIFICATIONS



GEOTECHNICAL SPECIFICATIONS

General Earthwork

1. All areas where structural fills, fill slopes, structures, or roadways are to be constructed shall be stripped of organic topsoil and cleared of surface and subsurface deleterious material, including but not limited to vegetation, roots, or other organic material, undocumented fill, construction debris, soft or unsuitable soils as directed by the Geotechnical Engineer of Record. These materials shall be removed from the site or stockpiled in a designated location for reuse in landscape areas if suitable for that purpose. Existing utilities and structures that are not to be used as part of the project design or by neighboring facilities, shall be removed or properly abandoned, and the associated debris removed from the site.
2. Upon completion of site stripping and clearing, the exposed soil and/or rock shall be observed by the Geotechnical Engineer of Record or a designated representative to assess the subgrade condition for the intended overlying use. Pits, depressions, or holes created by the removal of root wads, utilities, or structures shall be properly cleared of loose material, benched and backfilled with fill material approved by the Geotechnical Engineer of Record compacted to the project specifications.
3. In structural fill areas, the subgrade soil shall be scarified to a depth of 4-inches, moisture conditioned to within 2% of the material's optimum moisture for compaction, and blended with the first lift of fill material. The fill placement and compaction equipment shall be appropriate for fill material type, required degree of blending, and uncompacted lift thickness. Assuming proper equipment selection, the total uncompacted thickness of the scarified subgrade and first fill lift shall not exceed 8-inches, subsequent lifts of uncompacted fill shall not exceed 8-inches unless otherwise approved by the Geotechnical Engineer of Record. Fine-grain soil fill is generally most effectively compacted using a kneading style compactor, such as a sheep's-foot roller, whereas granular materials are more effectively compacted using a smooth, vibratory roller or impact style compactor.
4. All structural soil fill shall be well blended, moisture conditioned to within 2% of the material's optimum moisture content for compaction and compacted to at least 90% of the material's maximum dry density as determined by ASTM Method D-1557, or an equivalent method. Soil fill shall not contain more than 10% rock material and no solid material over 3-inches in diameter. Rocks shall be evenly distributed throughout each lift of fill that they are contained within and shall not be clumped together in such a way that voids can occur.
5. All structural granular fill shall be well blended, moisture conditioned at or up to 3% above of the material's optimum moisture content for compaction and compacted to at least 95% of the material's maximum dry density as determined by ASTM Method D-1557 or an equivalent method. The granular fill shall not contain solid particles over 2-inches in diameter unless special density testing methods or proof-rolling is approved by the Geotechnical Engineer of Record.
6. Structural fill shall be field tested for compliance with project specifications for every 2-feet in vertical rise or 500 cy placed, whichever is less. In-place field density testing shall be performed by a competent individual, trained in the testing and placement of soil and aggregate fill placement, using either ASTM Method D-1556/4959/4944 (Sand Cone), D-6938 (Nuclear Densometer), or D-2937/4959/4944 (Drive Cylinder). Should the fill materials not be suitable for testing by the above methods, then observation of placement, compaction and proof-rolling with a loaded 10 cy dump-truck, or equivalent ground pressure equipment, by a trained individual may be used to assess and document the compliance with structural fill specifications.

Utility Excavations

1. Utility excavations are to be excavated to the design depth for bedding and placement and shall not be over-excavated. Trench widths shall only be of sufficient width to allow placement and proper construction of the utility and backfill of the trench.
2. Backfilling of a utility trench will be dependent on its location, use, depth, and utility line material type. Trenches that are required to meet structural fill specifications, such as those under or near buildings, or within pavement areas, shall have granular material strategically compacted to at least the spring-line of the utility conduit to mitigate pipeline movement and deformation. The initial lift thickness of backfill overlying the pipeline will be dependent on the pipeline material, type of backfill, and the compaction equipment, so as not to cause deflection or deformation of the pipeline. Trench backfill shall conform to the General Earthwork specifications for placement, compaction, and testing of structural fill.

Geotextiles

1. All geotextiles shall be resistant to ultraviolet degradation, and to biological and chemical environments normally found in soils. Geotextiles shall be stored so that they are not in direct sunlight or exposed to chemical products. The use of a geotextile shall be specified and shall meet the following specification for each use.

Subgrade/Aggregate Separation

Woven or nonwoven fabric conforming to the following physical properties:

▪ Minimum grab tensile strength	ASTM Method D-4632	180 lb
▪ Minimum puncture strength	ASTM Method D-4833	90 lb
▪ Elongation	ASTM Method D-4632	12%
▪ Maximum apparent opening size	ASTM Method D-4751	Std US Sieve No. 40
▪ Minimum permittivity	ASTM Method D-4491	0.35 s ⁻¹
▪ Mullen Burst Strength	ASTM Method D-3786	580 psi
▪ Ultraviolet Stability	ASTM Method D-4355	>50% ret. after 500 hours exposure

**Note that the minimum overlap of the fabric at the seams is 12-inches.*

Drainage Filtration

Woven fabric conforming to the following physical properties:

▪ Minimum grab tensile strength	ASTM Method D-4632	110 lb
▪ Minimum puncture strength	ASTM Method D-4833	40 lb
▪ Elongation	ASTM Method D-4632	30%
▪ Maximum apparent opening size	ASTM Method D-4751	300µm
▪ Minimum permittivity	ASTM Method D-4491	0.7 s ⁻¹

Geogrid Base Reinforcement

Extruded biaxially or triaxially oriented polypropylene conforming to the following physical properties:

▪ Minimum peak tensile strength	ASTM Method D-6637	925 lb/ft
▪ Minimum tensile strength at 2% strain	ASTM Method D-6637	300 lb/ft
▪ Minimum tensile strength at 5% strain	ASTM Method D-6637	600 lb/ft
▪ Flexural Rigidity	ASTM Method D-1388	250,000 mg-cm
▪ Effective Opening Size	Direct Measure	0.75 to 1.5 in



LANE COUNTY DEPARTMENT OF PUBLIC WORKS
APPLICATION FOR FACILITY PERMIT

For Office Use Only

INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED

SEE PAGE 2 FOR INSTRUCTIONS AND FEES

ALL PLANS MUST BE 11X17 OR SMALLER UNLESS AN ELECTRONIC COPY IS PROVIDED

DATE:
PERMIT #:

(1) APPLICANT: Print Name
PROPERTY OWNER: Print Name (if different from Applicant)
Mailing Address: Street Address
City, State, Zip Code
Daytime Phone (Required) FAX
Evening Phone Cell Phone
E-mail Address

(2) Road name
(3) MAP - TAX LOT: Township Range Section Subsection Tax Lot
(4) Street address (if not addressed put N/A) Approximate Mile Post of Road
(5) Nearest Town
(6) Directions to site from nearest major cross road

(7) CHECK ONE BOX BELOW THAT BEST DESCRIBES THE WORK YOU PLAN TO PERFORM AND ATTACH REQUIRED MATERIALS

(8) [] DRIVEWAY APRON PERMIT: YOU MUST COMPLETE A - H BELOW IF YOU HAVE CHECKED THE DRIVEWAY APRON BOX.
a. Attach a plot plan 11x17 or smaller.
b. Choose One: [] Constructing New Approach [] Modifying Existing Approach [] Evaluation of Existing Approach
c. Width of driveway access at the property line
d. Apron Surface Request: [x] Asphalt [] Concrete [] Gravel
e. How many tax lots will this access serve? How many accesses currently exist?
f. Staking or flagging of the area is required. Describe how the access is marked:
g. Is this permit a requirement for: A Building Permit? Y or N A Planning Action? Y or N
h. Describe the purpose of the access?
i. Additional Comments

(9) [] PROJECT DEVELOPMENT/ROAD CONSTRUCTION PERMIT: Engineered plans and surety may be required (SEE REVERSE)

(10) [] ROADSIDE LOGGING PERMIT: Staking or flagging of the area is required. Describe how the location is marked
Logging Co. Phone Mailing Address including Zip
Describe Logging Activity:

(11) [] UTILITY PERMIT: Submit 11X17 or smaller engineered plans. MUST mark locations with Paint or flagging. Work Order #
Approx mile post Description of Work

(12) [] OTHER WORK WITHIN THE RIGHT-OF-WAY: Work in the right-of-way not covered above. Please describe the work in detail. Attach a site plan and supporting materials. Please stake or flag the area

Application is hereby made for a facility permit for work to be done within a County Road right-of-way, subject to all terms, conditions, agreements, stipulations, and provisions of the issued permit, pursuant to the rules and regulations regarding roads and rights-of-way, as set forth in Lane Code 15.205-225 and Lane Manual 3.120-124 and 15.505-550, and any other applicable regulation, law, or ordinance. The undersigned hereby declares, certifies and affirms under penalty of law that all information provided on this form and attachments are, to the best of my knowledge, true and complete.

(13) SIGNATURE (Property owner/authorized agent) Date

RETURN TO: Lane County Public Works Engineering Permit Desk, 3050 N. Delta Highway, Eugene, OR 97408
Tel. 541/682-6902 Attachment 6, Page 18 of 24

APPLICATION INSTRUCTIONS

- (1) **APPLICANT/OWNER INFORMATION:** The **Applicant Name** and **Address** is where we will send the permit after it becomes issued or denied. All information in this section must be complete including telephone numbers. If we are unable to contact you by phone, we will rely on the mail service and valuable time may be lost. A copy of the permit will only be sent to the owner if they have not signed the application.
- (2) **ROAD NAME:** Indicate the road name where you intend to do work within the public right-of-way, not necessarily the home address.
- (3) **MAP-TAX LOT:** Look at a property tax bill for this information. The 13-digit Map and Tax Lot number begins with 15, 16, 17, 18, 19, 20, 21, 22, or 23. If you need help finding this number contact the Assessment and Taxation office from the Lane County web site, www.lanecounty.org, then click on Departments, then go to Assessment and Taxation, or call 541/682-4321.
- (4) **STREET ADDRESS:** If no address has been assigned to the property, write "None" or put "N/A".
- (5) **NEAREST TOWN:** Please specify the nearest town, or if the property is within a town, the town where it is located.
- (6) **DIRECTIONS TO SITE:** Please give explicit directions to the site from the nearest major crossroad. Include approximate distances, milepost, side of road (north, south, east, west), nearest address if the property is not addressed, flagging color and any other features that will enable county staff to easily find your property or the location of the work to be done.
- (7) **CHECK A BOX FOR THE PERMIT YOU ARE REQUESTING:** There are five different types of facility permits: Driveway Apron, Project Development/Road Construction, Roadside Logging, Other, or Utility. Check ONE box per facility permit application.
- (8) **DRIVEWAY APRON PERMITS:**
- Please fill in all the required information and attach required materials. We can not process your permit unless sections A-H are complete.
 - If you have a pending Building Permit (BP) or Planning Action (PA) with Land Management Division (LMD), give us the Building Permit (BP) number or Planning Action (PA) number and attach the Planning Action conditions of Approval and site plan.
 - Be sure to stake and flag the center of the location where you intend to construct your driveway. Flagging is available from the Permit desk (3050 N. Delta Highway), but you may use your own (If using your own flagging or markings please describe them). County staff will inspect the site so flagging must be visible from road. If the access currently exists, it can be placed at the side of the access.
- (9) **PROJECT DEVELOPMENT/ROAD CONSTRUCTION PERMITS:** Survey work, engineered plans, insurance and bonding may be required for this work to be done. However, before going to these expenses, we suggest you fill out an application. After receiving the application and completing the necessary research, a meeting can be scheduled to discuss your request. If plans must be larger than 11x17 please provide an electronic copy as well.
- (10) **ROADSIDE LOGGING PERMITS:** Attach map showing the logging area. All required flagging & signing shall adhere to the current edition of the MUTCD.
- (11) **UTILITY PERMITS:** Each location requires a new permit. 11x17 or smaller plans are needed. If the plans must be larger, an electronic version of the plans in PDF format is requested. Plans are to include site information such as address, pole number, etc.
- (12) **OTHER WORK WITHIN ROAD RIGHT-OF-WAY:** Use this section for Drainage, Vegetation, or any other work in the right-of-way that is not covered in the boxes above. Attach map showing the work requested. 11x17 or smaller plans are requested. If the plans must be larger, an electronic version of the plans in PDF format is requested. An unusual request may take longer to process, so be sure and apply at least four weeks prior to commencement of the work requested.
- (13) **SIGNATURE:** Be sure to sign and date the application.

ADDITIONAL INFORMATION: DEVELOPMENT REQUIRING A DRIVEWAY FACILITY PERMIT

A facility permit is required for any work within a County Road right-of-way. In addition, a facility permit is required for the following types of new development prior to land use authorization on the building permit:

1. New structures on vacant parcels;
2. Additional dwellings on property where a dwelling already exists except for temporary medical hardship homes or replacement dwellings;
3. If specified as a condition of approval in a land use decision.

If you are required to have a facility permit to fulfill any of the requirements in 1 – 3 above, you MUST PROVIDE THE SAME PLOT PLAN FOR YOUR ACCESS AS YOU SUPPLIED TO LAND MANAGEMENT. For site plan checklist go to the Lane County website at: http://www.lanecounty.org/Departments/PW/LMD/LandUse/Documents/Handouts/Site_Plan_How_To_Handout_4_07.pdf or visit the Public Works Dept or Land Management at 3050 N. Delta Hwy in Eugene.

<u>SCHEDULE OF FEES</u>	Permit Fee*	Deviation Requests	Director Appeal	Appeal to Board of Commissioners	Notes
(See Lane Code Chapter 15.210 (12 & 15.709))					
Residential and Commercial Approaches	\$450	\$1000	\$1000	\$2800	Includes normal permit administration, two inspections and an additional form inspection in the case of a concrete driveway apron.
Project Development/Road Construction	Deposit \$250 +	\$1000	\$1000	\$2800	Average costs are \$1000. Total costs shall be based on the actual costs incurred. The initial \$250 deposit will go toward actual costs.
Logging/Vegetation/Residential drainage	\$250	\$1000	\$1000	\$2800	A surety or bond is generally required for Logging in the right-of-way or temporary approaches used for Logging in the right-of-way.
Other activities	Deposit \$250 +	\$1000	\$1000	\$2800	Average costs are \$850. Total costs shall be based on the actual costs incurred. The initial \$250 deposit will go toward actual costs.

*A minimum of a non-refundable application fee of \$250.00 is required on ALL permits. This initial deposit will go toward the actual costs incurred. Due to the fee structure of Logging, Vegetation, and Residential Drainage, these permits will be paid in full prior to the issuance of a permit. In some cases, permit fees may not be determined until the permit has been fully processed. Lane County recommends you post only the non-refundable application fee when applying for a permit that is not required by Land Mgmt or any other agency because A DENIAL OF YOUR REQUESTED PERMIT WILL NOT CONSTITUTE A REFUND regardless of the amount of money that has been posted up front.