

RECEIVED
SEP 28 2023

BY: *J. J. Jaudin*

Land Use Permit Application

Site Plan Review Lot Line Adjustment Partition Subdivision
 Conditional Use Variance Map Amendment Text Amendment
 Annexation Vacation Other, specify Zone change from public lands to general commercial

Please complete the following application. If any pertinent required information or material is missing or incomplete, the application will not be considered complete for further processing. If you have any questions about filling out this application, please contact staff at Lowell City Hall, phone (541) 937-2157, 107 East Third, Lowell.

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

Map# 19-01-11-33-06502 Lot # 06502

Map# _____ Lot # _____

Map# _____ Lot # _____

Street Address (if applicable): 484/570 N Moss St. Lowell, OR. 97452

Area of Request (square feet/acres): Lot A 1.14 Acres Commercial / Lot B .38 Acres R-3 Four Plex

Existing Zoning: Public Lands

Existing Use of the Property: Vacant Public Lands

Proposed Use of the Property GENERAL COMMERCIAL Lot A Lot B Multi-Family

Pre-application Conference Held: No _____ Yes X If so, Date 9-7-23

Submittal Requirements:


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

5. Filing Fee: Amount Due: \$3,590.00


*\$3,300.00 - Zoning map
change
\$290.00 - pre application
fee*

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

PROPERTY OWNER

Name (print): BJ Real Properties LLC Phone: 541.913.6687
Address: 38015 Wheeler Rd
City/State/Zip: Dexter, Oregon 97431
Signature: 

APPLICANT, if Different

Name (print): Kirk Farrelly Phone: 205.263.4589
Company/Organization: Capital Growth Buchalter
Address: 361 Summit Boulevard Ste. 110
City/State/Zip: Birmingham, AL 35243
Signature: 
E-mail (if applicable): kfarrelly@cgpre.com

APPLICANTS REPRESENTATIVE, if applicable

Name (print): Mark Mckechnie Phone: 541.772.4372
Company/Organization: Oregon Architecture Inc
Address: 132 West Main St. # 101
City/State/Zip: Medford OR. 97501
E-mail (if applicable): mark@oregonarchitecture.biz

For City Use. Application Number 2023-03
Date Submitted: 9/28/23 Received by:  Fee Receipt # 155420830
Date Application Complete: _____ Reviewed by: _____
Date of Hearing: _____ Date of Decision _____ Date of Notice of Decision _____



City of Lowell
 PO Box 490 | 70 N Pioneer St.
 Lowell, OR 97452
 (541) 937-2157
 www.ci.lowell.or.us

XBP Confirmation Number: 155420830

▶ Transaction detail for payment to City of Lowell.		Date: 10/04/2023 - 9:47:32 AM MT	
Transaction Number: 205649012 Mastercard — XXXX-XXXX-XXXX- Status: Successful			
Account #	Item	Quantity	Item Amount
	Land Use Permit	1	\$3590.00
Notes: LU 2023-03 (inc Preapp)			

TOTAL: \$3590.00

Billing Information
 James Farrelly
 , 35223
 kfarrelly@cgpre.com

Transaction taken by: Admin sdragt

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

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

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

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

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



First American

Commitment

ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

COMMITMENT FOR TITLE INSURANCE

Issued By

FIRST AMERICAN TITLE INSURANCE COMPANY

NOTICE

IMPORTANT-READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and the Commitment Conditions, ***First American Title Insurance Company***, a Nebraska Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I-Requirements have not been met within 90 days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

First American Title Insurance Company

Dennis J. Gilmore, President

Greg L. Smith, Secretary

If this jacket was created electronically, it constitutes an original document.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions.

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COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
 - (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
 - (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
 - (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
 - (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
 - (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
 - (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
 - (h) "Title": The estate or interest described in Schedule A.
2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.
3. The Company's liability and obligation is limited by and this Commitment is not valid without:
- (a) the Notice;
 - (b) the Commitment to Issue Policy;
 - (c) the Commitment Conditions;
 - (d) Schedule A;
 - (e) Schedule B, Part I—Requirements; and
 - (f) Schedule B, Part II—Exceptions.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - (i) comply with the Schedule B, Part I—Requirements;
 - (ii) eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
 - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

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6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

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Form 53000341 (8-9-18)	Page 3 of 10	OTIRO C-03 (Cond 9 Deleted) (Rev 4-2-18) ALTA Commitment for Title Insurance (8-1-16) Oregon
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First American

Schedule A

ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

Transaction Identification Data for reference only:

Issuing Agent: First American Title Insurance Company National Commercial Services	Issuing Office: 200 SW Market Street, Suite 250, Portland, OR 97201
Issuing Office's ALTA® Registry ID:	Loan ID No.:
Commitment No.: NCS-1101519-OR1	Issuing Office File No.: NCS-1101519-OR1
Property Address: Vacant Land/APN 6502, Lowell, OR	
Revision No.:	

SCHEDULE A

1. Commitment Date: November 22, 2021 at 8:00 a.m.
2. Policy to be issued:
 - (a) ALTA® Standard Owners Policy
Proposed Insured: To Be Determined
Proposed Policy Amount: \$500,000.00 \$1,350.00
 - (b) ALTA® Policy
Proposed Insured:
Proposed Policy Amount: \$ \$
 - (c) ALTA® Policy
Proposed Insured:
Proposed Policy Amount: \$
3. The estate or interest in the Land described or referred to in this Commitment is

Fee Simple

4. The Title is, [at the Commitment Date, vested in:](#)
BJ Real Properties, L.L.C., an Oregon Limited Liability Company
5. The Land is described as follows:

See Exhibit "A" attached hereto and made a part hereof

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FIRST AMERICAN TITLE INSURANCE COMPANY

By:

Authorized Signatory

If there are any questions concerning this Commitment, please contact:

Connie Haan at chaan@firstam.com

First American Title Insurance Company National Commercial Services
200 SW Market Street, Suite 250
Portland, OR 97201
(503)795-7600 phone

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Form 53000341 (8-9-18)	Page 5 of 10	OTIRO C-03 (Cond 9 Deleted) (Rev 4-2-18) ALTA Commitment for Title Insurance (8-1-16) Oregon
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First American

Schedule BI & BII

ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

Commitment No.: NCS-1101519-OR1

SCHEDULE B, PART I

Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.

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First American

Schedule BI & BII (Cont.)

ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

Commitment No.: NCS-1101519-OR1

SCHEDULE B, PART II

Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

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.
4. Any encroachment (of existing improvements located on the Land onto adjoining land or of existing improvements located on adjoining land onto the Land), 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 or equipment, unless such lien is shown by the Public Records at Date of Policy and not otherwise excepted from coverage herein.
6. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I-Requirements are met.
7. Water rights, claims to water or title to water, whether or not such rights are a matter of public record.
8. City liens, if any, of the City of Lowell.
Note: An inquiry has been directed to the City Clerk and subsequent advice will follow concerning the actual status of such liens.

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9. The rights of the public in and to that portion of the premises herein described lying within the limits of streets, roads and highways.
10. Any and all offers of dedication, conditions, restrictions, easements, boundary discrepancies or encroachments, notes and/or provisions shown or disclosed by Short Plat or Plat Land Partition No. 2009-P2377 recorded under recording number [2009-041672](#).
11. An easement reserved in a deed, including the terms and conditions thereof:
 For: ingress and egress
 Recording Information: March 09, 2011 as Instrument No. [2011-011645](#)
 Affects: see document for details
12. Covenants, Conditions and/or Restrictions contained in the following instrument:
 Quitclaim Deed

 Executed by: United States of America, acting through the Forest Service, Department of Agriculture
 Recorded: August 18, 2011
 Recording No.: Instrument No. [2011-037361](#)
13. Any conveyance or encumbrance by BJ Real Properties, LLC should be executed pursuant to their Operating Agreement, a copy of which should be submitted to this office for inspection.

-END OF EXCEPTIONS-

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INFORMATIONAL NOTES

NOTE: We find no matters of public record against H&H Northwest Companies, LLC that will take priority over any trust deed, mortgage or other security instrument given to purchase the subject real property as established by ORS 18.165.

NOTE: Taxes for the year 2021-2022 PAID IN FULL

Tax Amount: \$1,255.35
Map No.: 19-01-11-33-06502
Property ID: 1835931
Tax Code No.: 07107

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: NONE

NOTE: We find no outstanding voluntary liens of record affecting subject property. An inquiry should be made concerning the existence of any unrecorded lien or other indebtedness which could give rise to any security interest in the subject property.

Situs Address as disclosed on Lane County Tax Roll:

Not Yet Assigned, OR

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First American

Exhibit A

ISSUED BY

First American Title Insurance Company

File No: NCS-1101519-OR1

File No.: NCS-1101519-OR1

The Land referred to herein below is situated in the County of Lane, State of Oregon, and is described as follows:

PARCEL 2 OF PARTITION PLAT 2009-P2377 FILED JULY 20, 2009 RECEPTION NO. 2009-41672, LANE COUNTY DEEDS, AND RECORDS, IN LANE COUNTY, OREGON.

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Privacy Notice

Effective: October 1, 2019

Notice Last Updated: January 1, 2021

This Privacy Notice describes how First American Financial Corporation and its subsidiaries and affiliates (together referred to as "First American," "we," "us," or "our") collect, use, store, and share your information. This Privacy Notice applies to information we receive from you offline only, as well as from third parties, when you interact with us and/or use and access our services and products ("Products"). For more information about our privacy practices, including our online practices, please visit <https://www.firstam.com/privacy-policy/>. The practices described in this Privacy Notice are subject to applicable laws in the places in which we operate.

What Type Of Information Do We Collect About You? We collect a variety of categories of information about you. To learn more about the categories of information we collect, please visit <https://www.firstam.com/privacy-policy/>.

How Do We Collect Your Information? We collect your information: (1) directly from you; (2) automatically when you interact with us; and (3) from third parties, including business parties and affiliates.

How Do We Use Your Information? We may use your information in a variety of ways, including but not limited to providing the services you have requested, fulfilling your transactions, comply with relevant laws and our policies, and handling a claim. To learn more about how we may use your information, please visit <https://www.firstam.com/privacy-policy/>.

How Do We Share Your Information? We do not sell your personal information. We only share your information, including to subsidiaries, affiliates, and to unaffiliated third parties: (1) with your consent; (2) in a business transfer; (3) to service providers; and (4) for legal process and protection. To learn more about how we share your information, please visit <https://www.firstam.com/privacy-policy/>.

How Do We Store and Protect Your Information? The security of your information is important to us. That is why we take commercially reasonable steps to make sure your information is protected. We use our best efforts to maintain commercially reasonable technical, organizational, and physical safeguards, consistent with applicable law, to protect your information.

How Long Do We Keep Your Information? We keep your information for as long as necessary in accordance with the purpose for which it was collected, our business needs, and our legal and regulatory obligations.

Your Choices We provide you the ability to exercise certain controls and choices regarding our collection, use, storage, and sharing of your information. You can learn more about your choices by visiting <https://www.firstam.com/privacy-policy/>.

International Jurisdictions: Our Products are offered in the United States of America (US), and are subject to US federal, state, and local law. If you are accessing the Products from another country, please be advised that you may be transferring your information to us in the US, and you consent to that transfer and use of your information in accordance with this Privacy Notice. You also agree to abide by the applicable laws of applicable US federal, state, and local laws concerning your use of the Products, and your agreements with us.

We may change this Privacy Notice from time to time. Any and all changes to this Privacy Notice will be reflected on this page, and where appropriate provided in person or by another electronic method. **YOUR CONTINUED USE, ACCESS, OR INTERACTION WITH OUR PRODUCTS OR YOUR CONTINUED COMMUNICATIONS WITH US AFTER THIS NOTICE HAS BEEN PROVIDED TO YOU WILL REPRESENT THAT YOU HAVE READ AND UNDERSTOOD THIS PRIVACY NOTICE.**

Contact Us dataprivacy@firstam.com or toll free at 1-866-718-0097.



For California Residents

If you are a California resident, you may have certain rights under California law, including but not limited to the California Consumer Privacy Act of 2018 ("CCPA"). All phrases used in this section shall have the same meaning as those phrases are used under California law, including the CCPA.

Right to Know. You have a right to request that we disclose the following information to you: (1) the categories of **personal information** we have collected about or from you; (2) the categories of sources from which the **personal information** was collected; (3) the business or commercial purpose for such collection and/or disclosure; (4) the categories of third parties with whom we have shared your **personal information**; and (5) the specific pieces of your **personal information** we have collected. To submit a verified request for this information, go to our online privacy policy at www.firstam.com/privacy-policy to submit your request or call toll-free at 1-866-718-0097. You may also designate an authorized agent to submit a request on your behalf by going to our online privacy policy at www.firstam.com/privacy-policy to submit your request or by calling toll-free at 1-866-718-0097.

Right of Deletion. You also have a right to request that we delete the **personal information** we have collected from and about you. This right is subject to certain exceptions available under the CCPA and other applicable law. To submit a verified request for deletion, go to our online privacy policy at www.firstam.com/privacy-policy to submit your request or call toll-free at 1-866-718-0097. You may also designate an authorized agent to submit a request on your behalf by going to our online privacy policy at www.firstam.com/privacy-policy to submit your request or by calling toll-free at 1-866-718-0097.

Verification Process. For either a request to know or delete, we will verify your identity before responding to your request. To verify your identity, we will generally match the identifying information provided in your request with the information we have on file about you. Depending on the sensitivity of the information requested, we may also utilize more stringent verification methods to verify your identity, including but not limited to requesting additional information from you and/or requiring you to sign a declaration under penalty of perjury.

Notice of Sale. We do not sell California resident information, nor have we sold California resident information in the past 12 months. We have no actual knowledge of selling the information of minors under the age of 16.

Right of Non-Discrimination. You have a right to exercise your rights under California law, including under the CCPA, without suffering discrimination. Accordingly, First American will not discriminate against you in any way if you choose to exercise your rights under the CCPA.

Notice of Collection. To learn more about the categories of **personal information** we have collected about California residents over the last 12 months, please see "What Information Do We Collect About You" in <https://www.firstam.com/privacy-policy>. To learn about the sources from which we have collected that information, the business and commercial purpose for its collection, and the categories of third parties with whom we have shared that information, please see "How Do We Collect Your Information", "How Do We Use Your Information", and "How Do We Share Your Information" in <https://www.firstam.com/privacy-policy>.

Notice of Sale. We have not sold the **personal information** of California residents in the past 12 months.

Notice of Disclosure. To learn more about the categories of **personal information** we may have disclosed about California residents in the past 12 months, please see "How Do We Use Your Information" and "How Do We Share Your Information" in <https://www.firstam.com/privacy-policy>.

PLAT DOCUMENT

Division of Chief Deputy Clerk
Lane County Deeds and Records

2009-041672



\$61.00

01089798200900416720010016

07/20/2009 01:14:21 PM

RPR-PART Cnt=1 Stn=1 CASHIER 05
\$40.00 \$10.00 \$11.00

This document is
Land Partition Plat No.
2009-P2377

Owner: USDA Forest Service

Dedicatee: City of Lowell
Twn. 19S Rng. 1W Sec. 11

LANE COUNTY DEEDS & RECORDS

2 - Parcels
2 - Stickers
1 - Res. Numbers

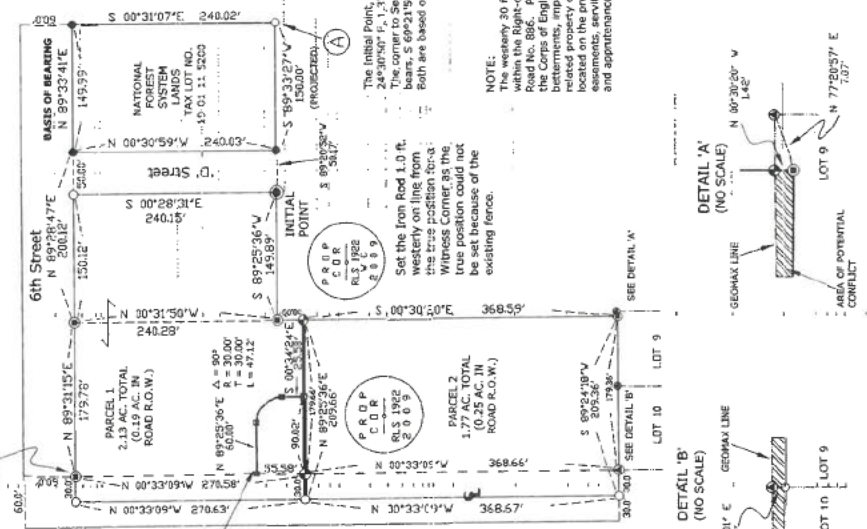
AFTER RECORDING RETURN TO:
Lane County Surveyor's Office

LANE COUNTY SURVEYORS OFFICE
 CSF NO. _____
 FILE DATE _____

LAND PARTITION PLAT NO. 2009-P2377

PARTITION PLAT FOR THE WILLAMETTE NATIONAL FOREST IN THE SW 1/4, SEC. 11 T.19 S., R.1 W., W.M. LOWELL, LANE COUNTY, OR JUNE 18, 2009

Found 3/4" Iron Pipe 1 ft. below the surface. Drove 3/4" Iron Rod in Center and attached alum. cap.



NOTE: At the NE corner of Parcel 1, a 3/4" iron pipe was found but could not be set because of the existing fence corner which is a metal cyclone fence pipe set in concrete.

The Initial Point, Plat of Lowell, bears S 24°30'50" W, 1,376.79 ft. The corner to Sections 10, 11, 14 & 15, bears, S 69°21'50" W, 1,278.11 ft. Both are based on tree in CSF # 25785.

NOTE: The western 30 ft. of the property is within the Right-of-Way of County Road 886. The plat is subject to the terms, conditions, covenants, easements, improvements, and/or related property of any character located on the premises, and all appurtenances, thereto.

Found 3/4" Iron Pipe 1 ft. below the surface. Drove 3/4" Iron Rod in Center and attached alum. cap.

Found 3/4" Iron Pipe 1 ft. below the surface. Drove 3/4" Iron Rod in Center and attached alum. cap.

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Found 3/4" Iron Pipe 1 ft. below the surface. Drove 3/4" Iron Rod in Center and attached alum. cap.

Found 3/4" Iron Pipe 1 ft. below the surface. Drove 3/4" Iron Rod in Center and attached alum. cap.

LEGEND

- FOUND IRON PIPE AND EITHER ALUMINUM OR BRASS CAP PER CSF #25785
- FOUND IRON PIPE PER CSF # 20785 (CORRS OF ENGINEERS)
- FOUND IRON ROD AND RED PLASTIC CAP PER CSF # 40088 (APPLE CREEK T SUBDIVISION)
- SET A 3/4"x30" IRON ROD WITH A 1 1/2" ALUMINUM CAP MARKED AS SHOWN.
- COMPUTED POSITION
- EXISTING PROPERTY LINES
- PARTITION LINE BETWEEN PARCELS 1 & 2
- RIGHT-OF-WAY LINE FOR MOSS STREET
- APPROXIMATE LOT LINES APPLE CREEK I (SHOWN IN DETAILS)

APPROVALS

LANE COUNTY
 MICHAEL JACKSON
 LANE COUNTY SURVEYOR

Michael B. Spies
 LANE COUNTY ASSESSOR

Charles F. Spies
 CITY ADMINISTRATOR

OWNER'S DECLARATION

I, SCOTT G. FITZ WILLIAMS, ACTING SUPERVISOR OF THE WILLAMETTE NATIONAL FOREST, DO HEREBY DECLARE THAT THE FOREST SUPERVISOR IS THE OWNER OF THE LAND HEREIN DESCRIBED AND DID CAUSE THE SAME TO BE PARTITIONED AND PLATTED ACCORDING TO THE PROVISIONS OF THE OREGON REVISED STATUTES, CHAPTER 92.

THE OWNER WILL CREATE A PRIVATE ROAD EASEMENT FROM PARCEL 1 TO PARCEL 2 UPON THE SALE OF SAID PARCELS. THE OWNER ALSO ACKNOWLEDGES ANY EXISTING EASEMENTS FOR LANE COUNTY OR THE CITY OF LOWELL.

Scott G. Fitz Williams
 SCOTT G. FITZ WILLIAMS
 ACTING FOREST SUPERVISOR
 WILLAMETTE NATIONAL FOREST

ACKNOWLEDGMENT

STATE OF OREGON
 COUNTY OF LANE

THESE PERSONALLY APPEARED BEFORE ME THE ABOVE NAMED SCOTT G. FITZ WILLIAMS, WILLAMETTE NATIONAL FOREST, ACTING FOREST SUPERVISOR, WHO IS KNOWN TO ME TO BE THE INDIVIDUAL WHO EXECUTED THE ABOVE INSTRUMENT AND HAVE ACKNOWLEDGED THE FOREGOING INSTRUMENT TO BE THE VOLUNTARY ACT AND DEED

ACKNOWLEDGED BEFORE ME ON THIS 15th DAY OF JULY, 2009.

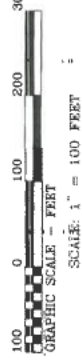
Kimberly A. Williams
 KIMBERLY A. WILLIAMS
 NOTARY PUBLIC FOR OREGON
 COMMISSION NO. 426719
 MY COMMISSION EXPIRES: MARCH 9, 2012

GENERAL NOTES:

- 1) The minimum setback requirements for development adjoining Moss Street (County Road No. 886) shall be five (5) feet greater than established by the Lowell Development Code in the event the County would need to acquire an additional five (5) foot of right-of-way.
- 2) For future development or redevelopment of the property, this may require off-site public improvements to be constructed or waiver of reimbursement to construction of public improvements, including but not limited to curbs, gutters, sidewalks, and storm drains, within the 'D' Street, 6th Street, and/or Moss Street right-of-way adjoining the property.

Division of Chief Deputy Clerk
 Lane County Records and Records
 2009-041672
 \$61.00
 01268784220252415726020916 07/20/2009 01:14:21 PM
 REP. FEES: Clerk \$15.00
 \$40.00 \$10.00 \$11.00

TAX LOTS 6500,
 MAP 15-01-11-33
 PLOTTER: HP DESIGNJET 500
 INK: BLACK C88445
 MEDIA: CONTINENTAL MILANO, JPC-4H1



EXPIRATION DATE: JUNE 30, 2010

PROFESSIONAL LAND SURVEYOR
 MICHAEL J. SCHWARTZ
 1515 SW 11th St
 TILLAMOOK, OR 97141

**PARTITION PLAT
FOR THE
WILLAMETTE NATIONAL FOREST
IN THE SW¹/₄SW¹/₄, SEC. 11
T.19 S., R.1 W., W.M.
LOWELL, LANE COUNTY, OR**

LAND PARTITION PLAT NO. 2009-P2377

LANE COUNTY SURVEYORS OFFICE
C.S. FILE NO. _____
FILING DATE _____
C

Division of Chief Deputy Clerk
Lane County Deeds and Records
2009-04-16-72
\$61.00
01089766268980416720010316 07/20/2008 01:14:21 PM
RPA-PART Col-1 Sheet 08/18/08
\$40.00 \$10.00 \$11.00

SURVEYOR'S CERTIFICATE

I, MICHAEL J. SCHWARTZ, PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT I PERFORMED THE SURVEY OF THE HERIN DESCRIBED PARCELS OF LAND AND PLATTED THE SAME AS SHOWN HEREON PURSUANT TO ORS CHAPTERS 92 AND 209, AND THE BOUNDARY OF WHICH IS DESCRIBED AS FOLLOWS:

Michael J. Schwartz
Michael J. Schwartz
4077 SW Research Way
Corvallis, OR, 97339
Phone: 541-750-7175

**NARRATIVE
PROCEDURES**

THE BASIS OF BEARING IS THE NORTH LINE OF TAX LOT 5200 FROM CS# 26785. ALL MONUMENTS FOUND RELATE TO THE SURVEYS BY AL REID (CS# 26785) AND DENNIS CROWE, GEOMAX, INC. (APPLE CREEK T. SUBDIVISION, CS# 40088).

IN THE 1957 PROPERTY TRANSFER, THE CASE FILE HAS THE DEED DESCRIPTIONS AS WELL AS A DRAWING DENOTING THE POINT OF BEGINNING FOR THE PARCELS WITH A TIE TO THE NE CORNER OF THE ORIGINAL TOWNSITE OF LOWELL. THE CALL FOR THE P.O.B. WAS "1257.1 FEET NORTH & 546.6 FEET WEST OF THE INTERSECTION OF THE 1257.1 FEET NORTH TIE TO STREET" AS WELL AS COUNTY ROAD #886.

IN THE HUTCHISON SURVEY, HE NOTED THAT HE FOUND THE P.O.B. POINT AS WELL AS OTHER "GOVT CORNERS". HE SHOWED THE CALL PER THE DEED FOR HIS SUBDIVISION ON HIS PLAT. HE DID NOT SHOW THAT HE TIED TO THE "INITIAL POINT OF LOWELL", BUT IS VERY APPARENT THAT FROM HIS TIES TO THE OTHER "GOVT CORNERS" THAT HE ACCEPTED THEM AS THE CONTROLLING CORNERS FOR THE PROPERTY HE WAS SUBDIVIDING.

IN THE REID SURVEY, HE ALSO FOUND IRON PIPES THAT HAD BEEN SET OR PERPETUATED BY THE CORPS OF ENGINEERS FOR THE PROPERTY AND NOTED THAT SOME WERE OUT OF POSITION.

IN MY SURVEY, I FOUND THOSE PIPES AS WELL AS THE MONUMENTS HE SET AND HAVE ACCEPTED THEM ALL AS THE CONTROLLING CORNERS FOR THE PROPERTY. THEY ARE ALL WITHIN AN ACCEPTABLE TOLERANCE FOR THE TIME OF THE SURVEYS AS WELL AS WHAT THEY WERE INTENDED TO CONTROL.

ALSO, AS PART OF REID'S SURVEY, HE SHOWED HIS TIE TO THE "INITIAL POINT OF LOWELL". HIS RETURN WAS, N 24°30'50" W, 1370.31 FT. FROM THE "POINT".

*** THIS IS A 2" DIFFERENT FROM THE DEED CALL, AND ALTHOUGH THIS MAY BE CONSTRUED AS A CONFLICT, THE MONUMENTS STILL HOLD AS BE CONTROL FOR THE PROPERTIES AND IN MY DETERMINATION THE ERROR IN THE DEED(S) WOULD BE THE CALL FROM THE "INITIAL POINT OF LOWELL".

IN THE 2006 CROWE/GEOMAX APPLE CREEK T. SURVEY, HE TIED TO THE "INITIAL POINT OF LOWELL" AND APPARENTLY FOLLOWED THE "LITERAL DESCRIPTION" OF THE PROPERTY HE WAS SUBDIVIDING, I.E., NOT TAKING INTO ACCOUNT THE FACT SURVEY CREATED POSITIONS FOR THE LOT CORNERS AND FROM HIS SURVEY CREATED POSITIONS FOR THE FOREST SERVICE. THIS WHAT WOULD BE THE SPLIT PROPERTY LINE FOR THE FOREST SERVICE. THIS CREATED AN OVERLAP BETWEEN THE SURVEYS AND THE ADJACENT PROPERTIES TO THE NORTH AND EAST. FURTHER RESEARCH FOUND THAT QUITCLAIM DEEDS WERE CREATED WITH THE LANDOWNERS TO THE EAST OF THE SUBDIVISION. NO DISCUSSIONS WERE HELD WITH THE FOREST SERVICE.

AFTER UNCOVERING THIS INFORMATION, DISCUSSIONS WITH REPRESENTATIVES OF GEOMAX, INC., WERE CONDUCTED. NO FINAL DECISIONS WERE MADE, BUT THERE WAS A THOUGHT THAT POSSIBLY REID DID NOT HAVE THE INTENTION OF CONFLICTING AFTER MAKING TIES TO THE CORNERS AND CORNER POINTS IN COMPLIANCE WITH THE DEEDS REID HAD AND CROWE WERE USING THE SAME MONUMENT FOR THE "INITIAL POINT".

THIS LEFT THE FOREST SERVICE WITH AN OVERLAP BETWEEN THE MONUMENTS THAT CONTROLLED THE SOUTH LINE OF THEIR PROPERTY WITH LOTS 9 & 10 OF THE APPLE CREEK SUBDIVISION. AFTER CONSULTATION, IT WAS DETERMINED THAT THE LINE THAT REID HAD RESURVEYED IS THE PROPER LINE.

AFTER MAKING TIES TO ALL THE CORNERS, I ALSO DETERMINED THAT THE CORNER OF THE SUBDIVISION WERE APPROX. 0.5 FEET DIFFERENT FROM THE CORNER OF THE FOREST SERVICE PROPERTY. I BELIEVE THIS DIFFERENCE IN POSITION, I FEEL THAT THE GEOMAX MONUMENT IS ACCEPTABLE AND CONTROLLING OF BOTH PROPERTIES.

PRIOR TO SALE OF PARCEL 2, THE FOREST SERVICE WILL RESOLVE THE OVERLAP SITUATION WITH THE APPLE CREEK T. SUBDIVISION LOT OWNERS.

**NARRATIVE
PURPOSE**

THE PURPOSE OF THIS SURVEY IS TO CREATE 2' PARCELS OF LAND FROM THE PRIMARY PARCEL, AS REQUESTED BY THE FOREST SUPERVISOR FOR THE WILLAMETTE NATIONAL FOREST.

PERTINENT SURVEY / DEED HISTORY

1950's - The Corps of Engineers surveyed the property and set iron pipes at the corners

1957 - The Corps of Engineers transferred three (3) parcels of land to the U.S. Forest Service. (These transfers were not filed in the County)

1959 - William Hutchison in CS# 11106 completed a subdivision survey to the south of the parcels with call points in which he made ties to the "MONUMENTS SET BY U.S. GOVT SURVEYORS".

1984 - Al Reid (RLS 959) in CS# 26785 found and set corners to define the U.S. Forest Service property

2006 - Dennis Crowe (RLS 845) in CS# 40088 platted the Apple Creek I subdivision (working for GEOMAX, Engineering)

PARCEL 1 OF PARTITION:

COMMENCING AT A POINT WHICH WAS THE FORMER NORTHEAST CORNER OF THE TOWN OF LOWELL AS THE SAME WAS PLATTED AND RECORDED IN VOLUME 47, PAGE 357, LANE COUNTY OREGON PLAT RECORDS, THENCE, N 24°30'50" W, 1370.31 FEET, TO THE SOUTHWEST CORNER OF THE PARCEL FROM THE PROPERTY TRANSFER, THENCE, S 89°33'27" W, 150.00 FEET, TO THE SOUTHWEST CORNER OF THE PARCEL FROM THE PROPERTY TRANSFER, THENCE, S 89°20'52" W, 50.17 FEET, TO THE INITIAL POINT AND THE TRUE POINT OF BEGINNING AND BY AN ALUMINUM CAP AND ROD, THENCE, S 89°25'36" W, 149.89 FEET, TO A 3/4" IRON PIPE SET BY THE CORPS OF ENGINEERS, THENCE, S 89°25'36" W, 30.00 FEET, TO A 3/4" IRON PIPE SET BY THE CORPS OF ENGINEERS, THENCE, S 89°25'36" W, 176.66 FEET, TO A 3/4" IRON PIPE SET BY THE CORPS OF ENGINEERS, THENCE, S 89°25'36" W, 30.00 FEET, TO A POINT AND THE CENTERLINE OF COUNTY ROAD NO. 886, THENCE, N 06°53'09" W, 270.63 FEET, TO A POINT AND THE CENTERLINE OF COUNTY ROAD NO. 886, THENCE, N 89°31'15" E, 30.00 FEET, TO A 3/4" IRON PIPE SET BY THE CORPS OF ENGINEERS, THENCE, N 89°31'15" E, 179.78 FEET, TO A 3/4" IRON PIPE SET BY THE CORPS OF ENGINEERS, THENCE, N 89°28'47" E, 150.17 FEET, TO A POINT AND THE NORTHEAST CORNER OF SAID PARCEL, THENCE, S 00°29'13" E, 240.15 FEET, TO THE POINT OF BEGINNING.

PARCEL 1 ACRES: 2.13

PARCEL 2 OF PARTITION:

COMMENCING AT A POINT WHICH WAS THE NORTHEAST CORNER OF THE TOWN OF LOWELL AS THE SAME PLATTED AND RECORDED IN VOLUME 47, PAGE 357, LANE COUNTY OREGON PLAT RECORDS, THENCE, N 24°30'50" W, 1370.31 FEET, TO THE SOUTHWEST CORNER OF THE PARCEL FROM THE PROPERTY TRANSFER, THENCE, S 89°33'27" W, 150.00 FEET, TO THE SOUTHWEST CORNER OF THE PARCEL FROM THE PROPERTY TRANSFER, THENCE, S 89°20'52" W, 50.17 FEET, TO THE INITIAL POINT AND THE TRUE POINT OF BEGINNING AND BY AN ALUMINUM CAP AND ROD, THENCE, S 89°25'36" W, 149.89 FEET, TO A 3/4" IRON PIPE SET BY THE CORPS OF ENGINEERS, THENCE, S 89°25'36" W, 30.00 FEET, TO A POINT AND THE TRUE POINT OF BEGINNING OF PARCEL WHICH IS REFERRED BY A 3/4" X 30" IRON ROD WITH AN ALUMINUM CAP FOR A WITNESS CORNER, 1 FOOT WESTERLY ON LINE, THENCE, S 00°30'20" E, 368.59 FEET, TO THE CORPS OF ENGINEERS, THENCE, S 89°24'18" W, 179.36 FEET, TO A 3/4" IRON PIPE SET BY THE CORPS OF ENGINEERS, THENCE, S 89°24'18" W, 30.00 FEET, TO A POINT AND THE CENTERLINE OF COUNTY ROAD NO. 886, THENCE, N 06°53'09" W, 270.63 FEET, TO A POINT AND THE CENTERLINE OF COUNTY ROAD NO. 886, THENCE, N 89°31'15" E, 30.00 FEET, TO A 3/4" IRON PIPE SET BY THE CORPS OF ENGINEERS, THENCE, N 89°31'15" E, 179.78 FEET, TO A 3/4" IRON PIPE SET BY THE CORPS OF ENGINEERS, THENCE, N 89°28'47" E, 150.17 FEET, TO A POINT AND THE NORTHEAST CORNER OF SAID PARCEL, THENCE, S 00°29'13" E, 240.15 FEET, TO THE POINT OF BEGINNING.

PARCEL 2 ACRES: 1.77

REVIEWED BY John Ransom DATE 7/15/09

SIGNATURE _____ DATE _____

I CERTIFY THAT THIS SURVEY WAS PERFORMED AT THE REQUEST OF THE WILLAMETTE NATIONAL FOREST SUPERVISOR

Lois J. Guidic DATE 7/15/09

SIGNATURE _____ DATE _____

REGISTERED
PROFESSIONAL
LAND SURVEYOR
MAY 28, 1988
MICHAE L SCHWARTZ

EXPIRATION DATE: JUNE 30, 2010

TAX LOTS 6500,
MAP 19-01-11-33
PLOTTER: HP DESIGNJET 550
INK: BLACK CAS
MEDIA: CONTINENTAL MILLING, JPC-4M1

Lane County Clerk
Lane County Deeds and Records

2011-011645



\$107.00

01209962201100116450100108

03/09/2011 10:35:32 AM

RPR-DEED Cnt=1 Stn=6 CASHIER 04
\$50.00 \$20.00 \$11.00 \$16.00 \$10.00

When Recorded Mail To:
State of Oregon
Parks and Recreation Department
725 Summer Street NE, Suite C
Salem, OR 97301-1266

Send Tax Statement To:
State of Oregon
Parks and Recreation Department
725 Summer Street NE, Suite C
Salem, OR 97301-1266

QUITCLAIM DEED

THIS DEED, made this 1st day of March, 2011, between the **UNITED STATES OF AMERICA**, acting through the Forest Service, Department of Agriculture, hereinafter called Grantor, and the **STATE of OREGON, acting through the OREGON PARKS AND RECREATION COMMISSION on behalf of the OREGON PARKS AND RECREATION DEPARTMENT**, hereinafter called Grantee.

WITNESSETH: The Grantor, as authorized by the Forest Service Facility Realignment and Enhancement Act of 2005 (Title V, P.L. 109-54), as amended, the provisions of which have been met, has determined that the conveyance is in the public interest.

NOW THEREFORE, the Grantor, for and in consideration of FOUR HUNDRED SIXTY THOUSAND DOLLARS (\$460,000.00), the receipt whereof is hereby duly acknowledged, does hereby remise, release, and quitclaim unto the Grantee, its successors and assigns, all right, title, interest, and claim in and to the real property situated in the County of Lane, State of Oregon, a parcel more particularly described as follows:

A portion of those lands transferred by the U.S. Army Corps Of Engineers (COE) to the U.S. Department of Agriculture under the authority of the Federal Property and Administrative Services Act of 1949 in two separate actions by letters of acceptance dated September 30, 1957 and November 6, 1957, being a portion of those lands that the United States of America acquired from E.C. and Cora Hayes, husband and wife, and C.M. Hayes and Anna Hayes, husband and wife, dated August 5, 1947, as recorded in Lane County Deed Records, Book 355, Page 9. The boundaries of these parcels were surveyed in 1984 in Lane County Survey No. 26785 and subsequently surveyed in Lane County Survey File No. 41561 as part of Land Partition Plat No. 2009-P2377, and designated as Parcel 1 of said Partition.

Willamette Meridian

T.19 S., R.1 W., within a portion of the SW1/4SW1/4 Sec. 11, more particularly described as follows per County Survey File No. 41561 as filed in the records of Lane County Surveyor on July 20, 2009:

COMMENCING at a point which was the former northeast corner of the Town of Lowell as the same platted and recorded in Volume 4, page 357, Lane County Oregon Plat records,

Approved as to description, consideration, reservations or conditions, and form.
Name: Diana Hall Date: March 3, 2011

RETURN TO:
EVERGREEN LAND TITLE CO.
1651 CENTENNIAL BLVD
SPRINGFIELD, OR 97477
EST-10-2814

THENCE, North 24°30'50" West 1,370.31 feet, to the southeast corner of the parcel from the COE,
THENCE, South 89°33'27" West, 150.00 feet, to the southwest corner of the same parcel,
THENCE, South 89°20'52" West, 50.17 feet, to the TRUE POINT OF BEGINNING for this parcel monumented with an aluminum post and cap set in CSF# 26785,
THENCE, South 89°25'36" West, 149.89 feet to a ½" iron pipe set by the COE,
THENCE, South 00°30'20" East, 30.00 feet, to a point,
THENCE, South 89°25'36" West, 1.0 feet, to a 5/8"x30" iron rod with an aluminum cap for a Witness Corner to the true corner point,
THENCE, South 89°25'36" West, 178.66 feet, to a 5/8"x30" iron rod with an aluminum cap,
THENCE, South 89°25'36" West, 30.00 feet, to a point and the centerline of County Road No. 886,
THENCE, North 00°33'09" West, 270.63 feet, to a point and the centerline of County Road No. 886,
THENCE, North 89°31'15" East, 30.00 feet, to a ¾" iron pipe set by the COE with a 5/8" iron rod driven inside with an aluminum cap,
THENCE, North 89°31'15" East, 179.78 feet, to a ¾" iron pipe set by the COE,
THENCE, North 89°28'47" East, 150.12 feet, to a point and the northeast corner of this parcel,
THENCE, South 00°28'13" East, 240.15 feet, to the Point of Beginning.

Said Parcel containing 2.13 acres, more or less. (0.19 acres in County Road ROW)

EXCEPTING AND RESERVING UNTO THE UNITED STATES the right to a perpetual 20 foot Road Easement (10 feet each side of the described centerline) to allow for access to Parcel 2, as depicted on Land Partition Plat No. 2009-P2377, recorded on July 20, 2009, Lane County Surveyor Records and attached as "Exhibit A". A description of the easement, and it's terms, is contained in "Exhibit B" attached to this deed.

SUBJECT TO:

- A. Subject to County Road No. 886 over the western 30 feet of the property.
- B. CERCLA Notice and Covenant Regarding Hazardous Substances. The notice and covenants contained in this Clause are required under the authority of regulations promulgated under section 120(h) of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. 9620(h). The **GRANTOR** has completed a Phase 1 Environmental Site Assessment (ESA) and has furnished the **GRANTEE** with the following reports: *All Appropriate Inquiry, Lowell Warehouse*, by Douglas C. Shank, Forest Geologist and Environmental Professional, May 15, 2006, *Addendum No. 1 (June 12, 2006) and Addendum No. 2 (September 23, 2006)*, by Douglas C. Shank, Forest Geologist and Environmental Professional, and *Pre-Conveyance Environmental Site Assessment, Update, Lowell Warehouse*, by Douglas C. Shank, Forest Geologist and Environmental Professional, June 30, 2010.

Pursuant to Section 120(h)(3)(A)(ii) of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. § 9620(h)(3)(A)(ii), the United States warrants that:

- (1) all response action necessary to protect human health and the environment with respect to any hazardous substance remaining on the Property has been taken before the date of this conveyance; and
- (2) it shall take any additional response action found to be necessary after the date of this conveyance regarding hazardous substances located on the Property on the date of the conveyance.

This covenant shall not apply in any case in which **GRANTEE**, its heir(s), successor(s) or assign(s), or any successor in interest to the Property or part thereof is a Potentially Responsible Party (PRP) with respect to the Property immediately prior to the date of this conveyance; **OR** to the extent but only to the extent that such additional response action or part thereof found to be necessary is the result of an act or failure to act of the **GRANTEE**, its successor(s) or assign(s), or any party in possession after the date of this conveyance that either:

- i. results in a release or threatened release of a hazardous substance that was not located on the Property on the date of this conveyance; **OR**
- ii. causes or exacerbates the release or threatened release of a hazardous substance the existence and location of which was known and identified to the **GRANTEE** as of the date of this conveyance.

In the event **GRANTEE**, its heir(s), successor(s) or assign(s) seeks to have **GRANTOR** conduct or pay for any additional response action, and, as a condition precedent to **GRANTOR** incurring any additional cleanup obligation or related expenses, the **GRANTEE**, its heir(s), successor(s) or assign(s), shall provide **GRANTOR** at least 45 days written notice of such a claim and provide credible evidence that the associated contamination existed prior to the date of this conveyance; and the need to conduct any additional response action or part thereof was not the result of any act or failure to act by the **GRANTEE**, its heir(s), successor(s) or assign(s), or any party in possession.

GRANTOR reserves a right of access to all portions of the Property for environmental investigation, remediation removal or other corrective action. This reservation includes the right of access to and use of available utilities at reasonable cost to **GRANTOR**. These rights shall be exercisable in any case in which a remedial action, removal action or corrective action is found to be necessary after the date of this conveyance, or in which access is necessary to carry out a remedial action, removal action, or corrective action on adjoining property. Pursuant to this reservation, the United States of America, and its respective officers, agents, employees, contractors and subcontractors shall have the right (upon reasonable advance written notice to the record title owner) to enter upon the Property and conduct investigations and surveys, to include drilling, test-pitting, borings, data and records compilation and other activities related to environmental investigation, and to carry out corrective, remedial or removal actions as required or necessary, including but not limited to the installation and operation of monitoring wells, pumping wells, and treatment facilities. Any such entry, including such activities or actions, shall be coordinated with the

record title owner and shall be performed in a manner that minimizes interruption with activities of authorized occupants.

C. The **GRANTEE**, its heir(s), successor(s) or assign(s) hereby agrees to comply with any and all applicable Federal, State, and local laws relating to the management of lead-based paint and asbestos-containing building material associated with the property, including but not limited to, any such laws relating to the mitigation, abatement, remediation, cleanup, renovation, demolition, and disposal of lead-based paint and asbestos-containing building material. **THE GRANTEE** further acknowledges that **THE UNITED STATES OF AMERICA** has taken all actions required under all Federal and State laws and regulations which are now in effect and which pertain to the investigation, assessment, and disclosure of lead-based paint or lead-based paint hazards.

D. The **GRANTEE**, its heir(s), successor(s), and assign(s) shall indemnify the United States, its agencies, employees, agents, assigns, and successors subject to the limitations of Article XI, § 7 of the Oregon Constitution and the Oregon Tort Claims Act (ORS 30.260 through 30.300) against any claim, (whether legal or equitable in nature, and including without limitation, court costs and attorneys' fees) brought against the United States after the date of this agreement by any person or entity under any Federal, State, or local law, including but not limited to environmental and tort laws, with respect to; (a) the Purchaser's release of any lead-based paint or asbestos-containing building material associated with the property; (b) the Purchaser's violation of Federal, State, and local laws and regulations which are now or may in the future become applicable to the property, subject to the remedial action, covenant, and warranty provided above by **THE UNITED STATES OF AMERICA** in accordance with 42 U.S.C § 9620(h); or (c) the Purchaser's release or threatened release on the Property, or into the environment, of solid or hazardous waste, hazardous substances, or oil or petroleum products or their derivatives, after the date of this Deed.

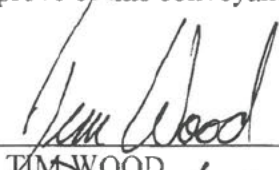
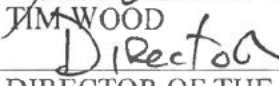
This covenant to indemnify the United States survives the subsequent conveyance of all or any portion of the property to any person and runs with the real property, and may be enforced by the United States in a court of competent jurisdiction.

The above covenants by the **GRANTEE** shall be construed as running with the land and may be enforced by the **GRANTOR** in a court of competent jurisdiction.

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, AND SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED

IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, AND SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009.

BY MY SIGNATURE I agree to be bound by the requirements of Clause B, C, and D above, and approve of this conveyance, and accept title, on behalf of GRANTEE.

By: 
 TIM WOOD
Title: 
 DIRECTOR OF THE OREGON PARKS
 AND RECREATION DEPARTMENT

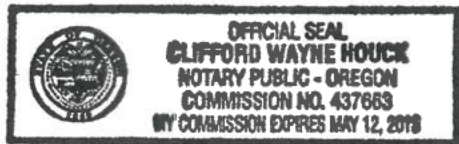
ACKNOWLEDGMENT

STATE OF OREGON)
)ss.
County of MARION)

On this 1ST day of MARCH, 2011, before me, the undersigned, a Notary Public in and for said State personally appeared TIM WOOD, DIRECTOR OF THE OREGON PARKS AND RECREATION DEPARTMENT, known/proved to me to be the person whose name is subscribed to the within instrument and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

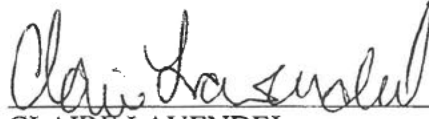

Signature



Name (Printed) Clifford Wayne Houck
Notary Public for the State of OREGON
Residing at 641 NW HAYS DR. DALLAS OR
My commission expires MAY 12, 2013

IN WITNESS WHEREOF, the GRANTOR, by its duly authorized representative has executed this deed pursuant to the delegation of authority promulgated in Title 7 CFR 2.60, and 49 F.R. 34283, published August 29, 1984, on the day and year first above written.

UNITED STATES OF AMERICA



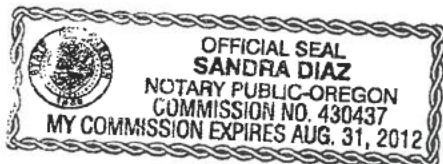
CLAIRE LAVENDEL
Director, Recreation, Lands, Mineral, Heritage
and Wilderness
Pacific Northwest Region
USDA Forest Service

ACKNOWLEDGMENT

STATE OF OREGON)
)ss.
County of Multnomah)

On this 4TH day of MARCH, 2011, before me, a Notary Public within and for said State, personally appeared Claire Lavendel, Director, Recreation, Lands, Mineral, Heritage, and Wilderness, Pacific Northwest Region, Forest Service, Department of Agriculture, and the same person who executed the within and foregoing instrument, who, being by me duly sworn according to law, did say that she is the Director, Recreation, Lands, Mineral, Heritage and Wilderness, Pacific Northwest Region, Forest Service, Department of Agriculture, and that said instrument was signed on behalf of the United States of America by its authority duly given and by her delivered as and for its act and deed. And she did further acknowledge that she executed said instrument as the free act and deed of the United States of America, for the purposes and consideration herein mentioned and set forth, and I do hereby so certify.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.



Signature

Name (Printed) SANDRA DIAZ
Notary Public for the State of Oregon
Residing at BEAVERTON OR
My commission expires 8/31/2012

EXHIBIT A

PARTITION PLAT FOR THE WILLAMETTE NATIONAL FOREST IN THE SW¹/₄SW¹/₄, SEC. 11 T.19 S., R.1 W., W.M. LOWELL, LANE COUNTY, OR JUNE 18, 2009

NOTE: All the dimensions shown on this plat are based on a survey of the existing fence (corner which is located in concrete) and other features on the ground.

NOTE: The corner of the parcel shown here is a corner in the ground.

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DETAIL 'A'
(80 SCALE)

GENERAL LINE
AREA OF MATERIAL
CORNER

DETAIL 'B'
(80 SCALE)

GENERAL LINE
AREA OF MATERIAL
CORNER

GRAPHIC SCALE - FEET

0 100 200 300

NOTED UP PARCELS 500
AND PLACED CORNER
PLAT, LANE COUNTY, OREGON, BY: C.M.

PLAT DATE: 2009-06-18
BY: [Signature]

RECORDED
DATE: 2009-07-01
BY: [Signature]

FILE NO. 2009-06-18
DATE: 2009-07-01

APPROVALS

LANE COUNTY
MICHAEL JACKSON
LANE COUNTY SUPERVISOR

APPROVED: [Signature]
LANE COUNTY ASSESSOR

APPROVED: [Signature]
CITY OF LOWELL
CITY ADMINISTRATOR

OWNERS DECLARATION

KNOW ALL PEOPLE THAT THE WILLAMETTE NATIONAL FOREST... [Text continues]

DATE: 7-15-09

ACKNOWLEDGMENT

STATE OF OREGON
COUNTY OF LANE

I, [Signature], COUNTY CLERK... [Text continues]

GENERAL NOTES:

1) The minimum setbacks... [Text continues]

2) For future development... [Text continues]

WILLAMETTE NATIONAL FOREST
STAFF: [List of Staff and Titles]

DATE: 2009-06-18

BY: [Signature]

PLAT NO. 2009-P2377

DATE: 2009-06-18

EXHIBIT B

The following describes a reserved perpetual 20 foot Road Easement (10 feet each side of the described centerline) over Parcel 1, to allow for access to Parcel 2, as depicted on Land Partition Plat No. 2009-P2377, recorded on July 20, 2009, Lane County Surveyor Records.

Beginning at the Initial Point as denoted on the Partition survey under CSF No. 41561, THENCE,
South 89°25'36" West, a distance of 149.89 feet, THENCE,
South 00°30'20" East, a distance of 30.00 feet, THENCE,
South 89°25'36" West, a distance of 179.66 feet to a point on the right-of-way line for County Road No. 886, THENCE,
North 00°33'09" West, along the right-of-way line for County Road No. 886 a distance of 55.58 feet to the TRUE POINT OF BEGINNING and the centerline of said Easement THENCE,
North 89°25'36" East, a distance of 60.00 feet to a point, THENCE,
Along a curve to the right, a distance of 47.12 feet, with a Radius of 30.00 feet, and a Central Angle of 90°00'00", THENCE,
South 00°34'24 East, a distance of 25.58 feet to the south line of Parcel 1 and north line of Parcel 2 of said Partition.

The United States and its assigns shall have all rights of ingress and egress to and from the real estate, that being Parcel 2 of the Partition Plat No. 2009-P2377, (including the right from time to time, except as herein provided, to cut, trim and remove trees, brush, overhanging branches and other obstructions) necessary for the its use, enjoyment, operation and maintenance of the easement hereby reserved and all rights and privileges incident thereto.

Except as to the rights herein reserved, the State of Oregon, acting by and through its Oregon Parks and Recreation Commission on behalf of the Oregon Parks and Recreation Department shall have the full use and control of the lands described as Parcel 1 of the Partition Plat No. 2009-P2377.

The United States shall receive and consider any third party claims arising from its use of the easement reserved under the Federal Tort Claims Act. Provided, however, should Parcel 2 of the Partition Plat No. 2009-P2377 be conveyed out of Federal ownership "together with" the reserved easement, the assignee of the easement agrees to save and hold the State of Oregon harmless from any and all claims of third parties arising from the assignee's use of the easement reserved herein.

During the existence of this easement, maintenance of the easement and costs of repair of the easement, if damaged by natural disasters or other events for which all holders of an interest in the easement are blameless, shall be that of both parties commensurate with use.

During the existence of this easement, holders of an interest in the easement who are responsible for damage to the easement because of negligence or abnormal use shall repair the damage at their sole expense.

This easement reservation shall bind and inure to the benefit, as the circumstances may require, not only the parties hereto but also their respective heirs, executors, administrators, assigns, and successors in interest.

Lane County Clerk
Lane County Deeds and Records

2011-037361



\$112.00

01239308201100373610110119

08/18/2011 10:57:03 AM

RPR-DEED Cnt=1 Stn=8 CASHIER 02
\$55.00 \$20.00 \$11.00 \$16.00 \$10.00

WIL#158 - Lowell Vacant Lot

When Recorded Mail To:
BJ Real Properties, L.L.C.
38015 Wheeler RD
Dexter, OR 97431

Send Tax Statement To:
BJ Real Properties, L.L.C.
38015 Wheeler RD
Dexter, OR 97431

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

QUITCLAIM DEED

THIS DEED, made this 10TH day of AUGUST, 2011, between the **UNITED STATES OF AMERICA**, acting through the Forest Service, Department of Agriculture, hereinafter called Grantor, and **BJ Real Properties, L.L.C., an Oregon Limited Liability Company**, hereinafter called Grantee.

WITNESSETH: The Grantor, as authorized by the Forest Service Facility Realignment and Enhancement Act of 2005 as amended (Title V, P.L. 109-54), the provisions of which have been met, has determined that the conveyance is in the public interest.

NOW THEREFORE, the Grantor, for and in consideration of **SEVENTY FIVE THOUSAND DOLLARS (\$ 75,000.00)**, the receipt whereof is hereby duly acknowledged, does hereby remise, release, and quitclaim unto the Grantee, its successors and assigns, all right, title, interest, and claim in and to the real property situated in the County of Lane, State of Oregon, a parcel more particularly described as follows:

A portion of those lands transferred by the U.S. Army Corps Of Engineers(COE) to the U.S. Department of Agriculture under the authority of the Federal Property and Administrative Services Act of 1949 in a letter of acceptance dated November 6, 1957, being a portion of those lands that the United States of America acquired from E.C. and Cora Hayes, husband and wife, and C.M. Hayes and Anna Hayes, husband and wife, dated, August 5, 1947, as recorded in Lane County Deed Records, Book 355, Page 9. The boundaries of these parcels were surveyed in 1984 in Lane County Survey No. 26785 and subsequently surveyed in Lane County Survey File No. 41561 as part of Land Partition Plat No. 2009-P2377, and designated as Parcel 2 of said Partition.

PARCEL 2 OF PARTITION

T.19 S., R.1 W., W.M.

A portion of Section 11, more particularly described as follows per County Survey File No. 41561

COMMENCING at a point which was the former northeast corner of the Town of Lowell as the same platted and recorded in Volume 4, page 357, Lane County Oregon Plat records, THENCE,
North 24°30'50" West 1,370.31 feet, to the southeast corner of the parcel from the COE, THENCE,
South 89°33'27" West, 150.00 feet, to the southwest corner of the same parcel, THENCE,

Approved as to description, consideration, reservations or conditions, and form.
Name: *[Signature]* Date: 8/2/11

South 89°20'52" West, 50.17 feet, to an aluminum post and cap set in CSF# 26785,
THENCE,
South 89°25'36" West, 149.89 feet to a 1/2" iron pipe set by the COE, THENCE,
South 00°30'20" East, 30.00 feet, to a point and the TRUE POINT OF BEGINNING for
this parcel, THENCE,
South 00°30'20" East, 368.59 feet, to a 1/2" iron pipe set by the COE, THENCE,
South 89°24'18" West, 179.36 feet, to a 5/8" iron rod with a red plastic cap set in CSF
No. 40088, THENCE,
South 89°24'18" West, 30.00 feet, to a point and the centerline of County Road No. 886,
THENCE,
North 00°33'09" West, 368.67 feet, to a point and the centerline of County Road No. 886,
THENCE,
North 89°25'36" East, 30.00 feet, to a 5/8"x30" iron rod with an aluminum cap,
THENCE,
North 89°25'36" East, 178.66 feet, to a 5/8"x30" iron rod with an aluminum cap for a
Witness Corner to the true corner point, THENCE,
North 89°25'36" East, 1.0 feet, to the Point of Beginning.

Said Parcel containing 1.77 acres, more or less. (0.25 acres in County Road ROW)

TOGETHER WITH, an appurtenant easement for a perpetual 20 foot road easement
(10 feet each side of the described centerline) as reserved by the United States in a Quit
Claim Deed to the State of Oregon recorded March 9, 2011 in the Lane County Deeds
and Records as File No. 2011-011645. and as depicted on Land Partition Plat No.
2009-P2377, recorded on July 20, 2009, Lane County Survey Records. The referenced
Partition Plat, location description and terms are contained in Exhibit A and B attached
to this deed.

SUBJECT TO:

A. Subject to County Road No. 886 over the western 30 feet of the property.

B. CERCLA Notice and Covenant Regarding Hazardous Substances. The notice and
covenants contained in this Clause are required under the authority of regulations
promulgated under section 120(h) of the Comprehensive Environmental Response,
Compensation, and Liability Act, 42 U.S.C. 9620(h). The **GRANTOR** has completed a
Phase 1 Environmental Site Assessment (ESA) and Update, and has furnished the
GRANTEE with the following reports on the property: All Appropriate Inquiry, Lowell
Warehouse, May 15, 2006, and Pre-Conveyance Environmental Site Assessment Update,
Lowell Warehouse, June 30, 2010, both by Douglas C. Shank, Forest Geologist and
Environmental Professional.

Pursuant to Section 120(h)(3)(A)(ii) of the Comprehensive Environmental Response,
Compensation, and Liability Act, 42 U.S.C. § 9620(h)(3)(A)(ii), the United States warrants
that:

(1) All response action necessary to protect human health and the environment with
respect to any hazardous substance remaining on the Property has been taken before the
date of this conveyance; and

(2) it shall take any additional response action found to be necessary after the date of this conveyance regarding hazardous substances located on the Property on the date of the conveyance.

This covenant shall not apply in any case in which **GRANTEE**, its heir(s), successor(s) or assign(s), or any successor in interest to the Property or part thereof is a Potentially Responsible Party (PRP) with respect to the Property immediately prior to the date of this conveyance; **OR** to the extent but only to the extent that such additional response action or part thereof found to be necessary is the result of an act or failure to act of the **GRANTEE**, its successor(s) or assign(s), or any party in possession after the date of this conveyance that either:

- i. results in a release or threatened release of a hazardous substance that was not located on the Property on the date of this conveyance; **OR**
- ii. causes or exacerbates the release or threatened release of a hazardous substance the existence and location of which was known and identified to the **GRANTEE** as of the date of this conveyance.

In the event **GRANTEE**, its heir(s), successor(s) or assign(s) seeks to have **GRANTOR** conduct or pay for any additional response action, and, as a condition precedent to **GRANTOR** incurring any additional cleanup obligation or related expenses, the **GRANTEE**, its heir(s), successor(s) or assign(s), shall provide **GRANTOR** at least 45 days written notice of such a claim and provide credible evidence that the associated contamination existed prior to the date of this conveyance; and the need to conduct any additional response action or part thereof was not the result of any act or failure to act by the **GRANTEE**, its heir(s), successor(s) or assign(s), or any party in possession.

GRANTOR reserves a right of access to all portions of the Property for environmental investigation, remediation removal or other corrective action. This reservation includes the right of access to and use of available utilities at reasonable cost to **GRANTOR**. These rights shall be exercisable in any case in which a remedial action, removal action or corrective action is found to be necessary after the date of this conveyance, or in which access is necessary to carry out a remedial action, removal action, or corrective action on adjoining property. Pursuant to this reservation, the United States of America, and its respective officers, agents, employees, contractors and subcontractors shall have the right (upon reasonable advance written notice to the record title owner) to enter upon the Property and conduct investigations and surveys, to include drilling, test-pitting, borings, data and records compilation and other activities related to environmental investigation, and to carry out corrective, remedial or removal actions as required or necessary, including but not limited to the installation and operation of monitoring wells, pumping wells, and treatment facilities. Any such entry, including such activities or actions, shall be coordinated with the record title owner and shall be performed in a manner that minimizes interruption with activities of authorized occupants.

C. The **GRANTEE**, its heir(s), successor(s) or assign(s) hereby agrees to comply with any and all applicable Federal, State, and local laws relating to the management of lead-based paint and asbestos-containing building material associated with the property, including but

not limited to, any such laws relating to the mitigation, abatement, remediation, cleanup, renovation, demolition, and disposal of lead-based paint and asbestos-containing building material. **THE GRANTEE** further acknowledges that **THE UNITED STATES OF AMERICA** has taken all actions required under all Federal and State laws and regulations which are now in effect and which pertain to the investigation, assessment, and disclosure of lead-based paint or lead-based paint hazards.

D. The **GRANTEE**, its heir(s), successor(s), and assign(s) hereby agrees to indemnify, release, defend, and hold harmless the United States, its agencies, employees, agents, assigns, and successors from and against any liability, judgment, claim, penalty, fine, or other adverse action (whether legal or equitable in nature, and including without limitation, court costs and attorneys' fees) brought against the United States after the date of this agreement by any person or entity under any Federal, State, or local law, including but not limited to environmental and tort laws, with respect to; (a) any lead-based paint and/or asbestos-containing building material associated with the property; (b) violations of Federal, State, and local laws and regulations which are now or may in the future become applicable to the property, subject to the remedial action, covenant, and warranty provided above by **THE UNITED STATES OF AMERICA** in accordance with 42 U.S.C § 9620(h); and (c) releases or threatened releases on the property, or into the environment, of solid or hazardous waste, hazardous substances, or oil or petroleum products or their derivatives, after the date of this Deed.

This covenant to indemnify, release, defend, and hold harmless the United States shall survive the subsequent conveyance of all or any portion of the property to any person and shall be construed as running with the real property, and may be enforced by the United States in a court of competent jurisdiction.

The above covenants by the **GRANTEE** shall be construed as running with the land and may be enforced by the **GRANTOR** in a court of competent jurisdiction.

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, AND SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, AND SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009.

BY MY SIGNATURE I agree to be bound by the requirements of Clause B, C, and D above.

By: Joseph Eisel
Joseph Eisel
Title: Member and Manager

ACKNOWLEDGMENT

STATE OF OREGON)
County of Lane)ss.

On this 5 day of August, 2011, before me, the undersigned, a Notary Public in and for said State personally appeared Joseph Eisel, known/proved to me to be the person whose name is subscribed to the within instrument and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.



Sondra Johnson
Signature
Name (Printed) Sondra Johnson
Notary Public for the State of OR
Residing at _____
My commission expires 8/29/2015

BY MY SIGNATURE I agree to be bound by the requirements of Clause B, C, and D above.

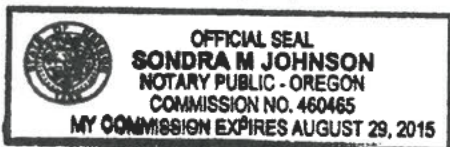
By: [Signature]
Brian Way
Title: Member and Manager

ACKNOWLEDGMENT

STATE OF OREGON)
County of Lane)ss.

On this 5 day of August, 2011, before me, the undersigned, a Notary Public in and for said State personally appeared Brian Way known/proved to me to be the person whose name is subscribed to the within instrument and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.



[Signature]
Signature
Name (Printed) Sondra Johnson
Notary Public for the State of OR
Residing at _____
My commission expires 8/29/2015

IN WITNESS WHEREOF, the GRANTOR, by its duly authorized representative has executed this deed pursuant to the delegation of authority promulgated in Title 7 CFR 2.60, and 49 F.R. 34283, published August 29, 1984, on the day and year first above written.

UNITED STATES OF AMERICA

Claire Lavendel

CLAIRE LAVENDEL
Director, Recreation, Lands, Minerals, Heritage, and
Wilderness Resources
Pacific Northwest Region
USDA Forest Service

ACKNOWLEDGMENT

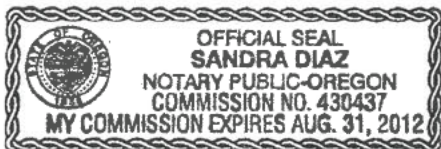
STATE OF OREGON)

) ss.

County of MULTNOMAH

On this 10TH day of AUGUST, 2011, before me, a Notary Public within and for said State, personally appeared Claire Lavendel, Director, Recreation, Lands, Minerals, Heritage and Wilderness Resources, Pacific Northwest Region, Forest Service, Department of Agriculture, and the same person who executed the within and foregoing instrument, who, being by me duly sworn according to law, did say that she is the Director, Recreation, Lands, Minerals, Heritage, and Wilderness Resources, Pacific Northwest Region, Forest Service, Department of Agriculture, and that said instrument was signed on behalf of the United States of America by its authority duly given and by her delivered as and for its act and deed. And she did further acknowledge that she executed said instrument as the free act and deed of the United States of America, for the purposes and consideration herein mentioned and set forth, and I do hereby so certify.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.



Sandra Diaz
Signature

Name (Printed) SANDRA DIAZ
Notary Public for the State of Oregon
Residing at BEAVERTON OR
My commission expires 8/31/2012

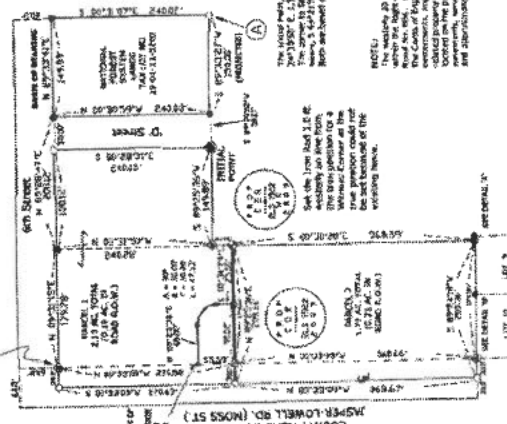
EXHIBIT A

LANE COUNTY SURVEYORS OFFICE
CASE NO. 2009-096
FILE DATE: 2009-06-19
C

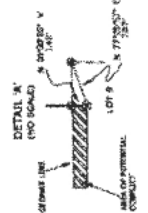
LAND PARTITION PLAT NO. 2009-P2377

PARTITION PLAT
FOR THE
WILLAMETTE NATIONAL FOREST
IN THE SW¹/₄SW¹/₄ SEC. 11
T.19 S., R.1 W., W.M. 1
LOWELL, LANE COUNTY, OR
JUNE 16, 2009

NOTED: ALL LANE COUNTY
OF PERIOD 2, A MEASUREMENT
THE PARTITION PLAT FOR THE
OF THE SECTION FROM
CORNER WHICH IS A MEASUREMENT
CORNER.



NOTE: The owner of the land shown in this plat is the Willamette National Forest, a federal agency of the United States. The land shown in this plat is located in the Willamette National Forest, Lane County, Oregon, and is subject to the provisions of the National Forest Management Act, 36 USC 1601, et seq. The land shown in this plat is shown as a vacant lot and is not subject to any other claims or encumbrances.



SCALE: 1" = 100 FEET
GRAPHIC SCALE - FEET
0 100 200 300

DATE OF SURVEY: 2009-06-19
BY: SURVEYORS OFFICE

- LEGEND
- BOUNDARY MARKERS AND SURVEY ALIQUOTS OR ROAD CAP FOR EAP RIGHTS
 - BOUNDARY MARKERS AND SURVEY ALIQUOTS OR ROAD CAP FOR EAP RIGHTS
 - PROPERTY LINE BETWEEN PARCELS 1 & 2
 - RIGHT-OF-WAY LINE FOR MAIN STREET
 - APPROXIMATE LOT CORNER OR CENTER (SHOWN IN DETAILS)
 - EXISTING PROPERTY LINES
 - PARTITION LINE BETWEEN PARCELS 1 & 2
 - RIGHT-OF-WAY LINE FOR MAIN STREET
 - APPROXIMATE LOT CORNER OR CENTER (SHOWN IN DETAILS)

APPROVALS

LANE COUNTY
RICHARD JACKSON
LANE COUNTY SURVEYOR

7-20-09 DATE

7-20-09 DATE

OWNER'S DECLARATION

I, the undersigned, being the owner of the land described herein, do hereby certify that the land shown in this plat is the land owned by me and that the plat is a true and correct representation of the same and that the same is not subject to any other claims or encumbrances.

ACKNOWLEDGMENT

STATE OF OREGON
COUNTY OF LANE
I, the undersigned, being a duly qualified and acting public administrator of said county, do hereby certify that the foregoing instrument is a true and correct representation of the same and that the same is not subject to any other claims or encumbrances.

GENERAL NOTES

- The instrument is subject to all recorded instruments in the public records of Lane County, Oregon, which affect the land described herein.
- For future development or subdivision of the property, the owner is advised that the plat is subject to the provisions of the National Forest Management Act, 36 USC 1601, et seq., and that the land shown in this plat is not subject to any other claims or encumbrances.

RECORDED
DATE: 2009-06-19
BY: SURVEYORS OFFICE

EXHIBIT B

The following describes a reserved perpetual 20 foot Road Easement (10 feet each side of the described centerline) over Parcel 1, to allow for access to Parcel 2, as depicted on Land Partition Plat No. 2009-P2377, recorded on July 20, 2009, Lane County Surveyor Records.

Beginning at the Initial Point as denoted on the Partition survey under CSF No. 41561, THENCE,
South 89°25'36" West, a distance of 149.89 feet, THENCE,
South 00°30'20" East, a distance of 30.00 feet, THENCE,
South 89°25'36" West, a distance of 179.66 feet to a point on the right-of-way line for County Road No. 886, THENCE,
North 00°33'09" West, along the right-of-way line for County Road No. 886 a distance of 55.58 feet to the TRUE POINT OF BEGINNING and the centerline of said Easement THENCE,
North 89°25'36" East, a distance of 60.00 feet to a point, THENCE,
Along a curve to the right, a distance of 47.12 feet, with a Radius of 30.00 feet, and a Central Angle of 90°00'00", THENCE,
South 00°34'24 East, a distance of 25.58 feet to the south line of Parcel 1 and north line of Parcel 2 of said Partition.

The United States and its assigns shall have all rights of ingress and egress to and from the real estate, that being Parcel 2 of the Partition Plat No. 2009-P2377, (including the right from time to time, except as herein provided, to cut, trim and remove trees, brush, overhanging branches and other obstructions) necessary for the its use, enjoyment, operation and maintenance of the easement hereby reserved and all rights and privileges incident thereto.

Except as to the rights herein reserved, the State of Oregon, acting by and through its Oregon Parks and Recreation Commission on behalf of the Oregon Parks and Recreation Department shall have the full use and control of the lands described as Parcel 1 of the Partition Plat No. 2009-P2377.

The United States shall receive and consider any third party claims arising from its use of the easement reserved under the Federal Tort Claims Act. Provided, however, should Parcel 2 of the Partition Plat No. 2009-P2377 be conveyed out of Federal ownership "together with" the reserved easement, the assignee of the easement agrees to save and hold the State of Oregon harmless from any and all claims of third parties arising from the assignee's use of the easement reserved herein.

During the existence of this easement, maintenance of the easement and costs of repair of the easement, if damaged by natural disasters or other events for which all holders of an interest in the easement are blameless, shall be that of both parties commensurate with use.

During the existence of this easement, holders of an interest in the easement who are responsible for damage to the easement because of negligence or abnormal use shall repair the damage at their sole expense.

This easement reservation shall bind and inure to the benefit, as the circumstances may require, not only the parties hereto but also their respective heirs, executors, administrators, assigns, and successors in interest.

PLAT DOCUMENT

Division of Chief Deputy Clerk
Lane County Deeds and Records

2009-041672



\$61.00

01089798200900416720010016

07/20/2009 01:14:21 PM

RPR-PART Cnt=1 Stn=1 CASHIER 05
\$40.00 \$10.00 \$11.00

This document is
Land Partition Plat No.
2009-P2377

Owner: USDA Forest Service

Dedicatee: City of Lowell
Twn. 19S Rng. 1W Sec. 11

LANE COUNTY DEEDS & RECORDS

2 - Parcels
2 - Stickers
1 - Res. Numbers

AFTER RECORDING RETURN TO:
Lane County Surveyor's Office

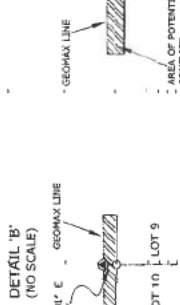
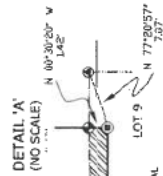
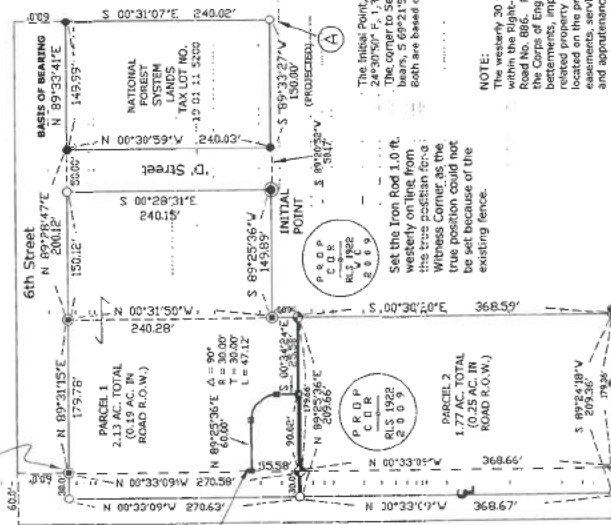
LANE COUNTY SURVEYORS OFFICE
 CSF# NB: _____
 FILE DATE: _____

LAND PARTITION PLAT NO. **2009-P2377**

PARTITION PLAT FOR THE WILLAMETTE NATIONAL FOREST - IN THE SW 1/4 SW 1/4, SEC. 11 T.19 S., R.1 W., W.M. LOWELL, LANE COUNTY, OR JUNE 18, 2009

Found 3/4" Iron Pipe 1 ft. below the surface.
 Drove 3/4" Iron Rod in Center and attached alum. cap.

NOTE: At the NE corner of Parcel 1, a monument of the existing fence corner which is a metal cylinder fence pipe set in concrete.



REGISTERED PROFESSIONAL LAND SURVEYOR
 MICHAEL J. SCHWARTZ
 1922
 EXPIRATION DATE: JUNE 30, 2010



PLATTER: HP DESIGNSET 500
 INK: BLACK C48446
 MAP 19-01-11-23
 MEDIA: CONTINENTAL MILANO, JPC-4N1

LEGEND

- FOUND IRON PIPE AND EITHER ALUMINUM OR BRASS CAP PER CSF #26785
- ⊙ FOUND IRON PIPE PER CSF# 26785 (CORPS OF ENGINEERS)
- ⊙ FOUND IRON ROD AND RED PLASTIC CAP PER CSF# 4008B (APPLE CREEK T. SUBDIVISION)
- ⊙ SET A 3/4"x30" IRON ROD WITH A 1 1/2" ALUMINUM CAP MARKED AS SHOWN.
- COMPUTED POSITION
- EXISTING PROPERTY LINES
- PARTITION LINE BETWEEN PARCELS 1 & 2
- RIGHT-OF-WAY LINE FOR MOSS STREET
- APPROXIMATE LOT LINES APPLE CREEK 1 (SHOWN IN DETAILS)

APPROVALS

LANE COUNTY
 MICHAEL JAGSON
 LANE COUNTY SURVEYOR
 DATE: 7-20-09

LANE COUNTY ASSESSOR
 DATE: 7/20/09

CITY ADMINISTRATOR
 CHARLES F. SPIES
 DATE: 7/15/09

OWNER'S DECLARATION

I, THE UNDERSIGNED, KNOW FULLY THAT THE WILLAMETTE NATIONAL FOREST BY THE FOREST SUPERVISOR IS THE OWNER OF THE LAND HEREIN DESCRIBED AND DID CAUSE THE SAME TO BE PARTITIONED AND PLATTED ACCORDING TO THE PROVISIONS OF THE OREGON REVISED STATUTES, CHAPTER 92.

THE OWNER WILL CREATE A PRIVATE ROAD EASEMENT FROM PARCEL 1 TO PARCEL 2 UPON THE SALE OF SAID PARCELS. THE OWNER ALSO ACKNOWLEDGES ANY EXISTING EASEMENTS FOR LANE COUNTY OR THE CITY OF LOWELL.

SCOTT G. FITZWILLIAMS
 ACTING FOREST SUPERVISOR
 WILLAMETTE NATIONAL FOREST

ACKNOWLEDGMENT

STATE OF OREGON
 COUNTY OF LANE

THE PERSONALLY APPEARED BEFORE ME THE ABOVE NAMED SCOTT G. FITZWILLIAMS, WILLAMETTE NATIONAL FOREST, ACTING FOREST SUPERVISOR, WHO IS KNOWN TO ME TO BE THE INDIVIDUAL WHO EXECUTED THE ABOVE INSTRUMENT AND HAVE ACKNOWLEDGED THE FOREGOING INSTRUMENT TO BE THE VOLUNTARY ACT AND DEED

ACKNOWLEDGED BEFORE ME ON THIS 15th DAY OF July, 2009.

KIMBERLY A. WILLIAMS
 NOTARY PUBLIC FOR OREGON
 COMMISSION NO. 426719
 MY COMMISSION EXPIRES: MARCH 9, 2012

GENERAL NOTES:

1.) The minimum setback requirements for development adjoining Moss Street (County Road No. 886) shall be five (5) feet greater than established by the Lowell Development Code in the event the County would need to acquire an additional five (5) foot of right-of-way.

2.) For future development or redevelopment of the property, this may require off-site public improvements to be constructed or waiver of reimbursement to construction of public improvements, including but not limited to curbs, gutter, sidewalks, and storm drains, within the 'D' Street, 6th Street, and/or Moss Street right-of-way adjoining the property.

Division of Chief Deputy Clerk
 Lane County Records and Records
 2009-04-072
 \$61.00



07/20/2009 01:14:21 PM
 RR-pear Ch-1 Street CRKERR 05
 \$40.00 \$10.00 \$11.00

PARTITION PLAT
FOR THE

WILLAMETTE NATIONAL FOREST
IN THE SW¹/₄SW¹/₄, SEC. 11
T.19 S., R.1 W., W.M.
LOWELL, LANE COUNTY, OR

NARRATIVE

PURPOSE

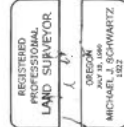
THE PURPOSE OF THIS SURVEY IS TO CREATE 12 PARCELS OF LAND FROM THE PRIMARY PARCEL, AS REQUESTED BY THE FOREST SUPERVISOR FOR THE WILLAMETTE NATIONAL FOREST.

PERTINENT SURVEY / DEED HISTORY

- 1950's - The Corps of Engineers surveyed the property and set iron pipes at the corners
- 1957 - The Corps of Engineers transferred three (3) parcels of land to the U.S. Forest Service. (These transfers were not filed in the County)
- 1959 - William Hutchison in CS# 11106 completed a subdivision survey to the south end-east of the Forest Service properties in which he made ties to the MONUMENTS SET BY U.S. GOVT SURVEYORS.
- 1984 - Al Reid(RLS 959) in CS# 26785 found and set corners to define the U.S. Forest Service property
- 2006 - Dennis Crowe(RLS 845) in CS# 40088 platted the Apple Creek 1 subdivision. (working for GEOMAX, Engineering)

REVIEWED BY
John Raston
SIGNATURE
DATE 7/15/09

I CERTIFY THAT THIS SURVEY WAS PERFORMED AT THE REQUEST OF THE
WILLAMETTE NATIONAL FOREST SUPERVISOR
Lois J. Guile
SIGNATURE
DATE 7/15/09



EXPIRATION DATE: JUNE 30, 2010
TAX LOTS 6500,
MAP 19-01-11-33
PLOTTER: HP DESIGNJET 800
MICHAEL CONTINENTAL-MILWAUKEE, 70C-4M1

LAND PARTITION PLAT NO. 2009-P2377

Division of Chief Deputy Clerk
Lane County Deeds and Records
2009-041672
\$61.00
018897626000415720010016 07/20/2009 01:14:21 PM
RPS-PART Cols1 Slms1 CRKLER 06
\$40.00 \$10.00 \$11.00

NARRATIVE

PROCEDURES

THE BASIS OF BEARING IS THE NORTH LINE OF TAX LOT 5200 FROM CS# 26785. ALL MONUMENTS FOUND RELATE TO THE SURVEYS BY AL REID (CS# 26785) AND DENNIS CROWE, GEOMAX, INC. (APPLE CREEK 1 SUBDIVISION, CS# 40088).

IN THE 1957 PROPERTY TRANSFER, THE CASE FILE HAS THE DEED DESCRIPTIONS AS WELL AS A DRAWING DENOTING THE POINT OF BEGINNING FOR THE PARCELS WITH A TIE TO THE NE CORNER OF THE ORIGINAL TOWNSITE WEST OF THE INITIAL POINT OF BEGINNING. THE TIES TO THE INITIAL POINT OF BEGINNING AND DRAWINGS ALSO RELATE TO "D STREET" AS WELL AS COUNTY ROAD #886.

IN THE HUTCHISON SURVEY, HE NOTED THAT HE FOUND THE P.O.B. POINT AS WELL AS OTHER "GOVT CORNERS". HE SHOWED THE CALL PER THE DEED FOR HIS SUBDIVISION ON HIS PLAT. HE DID NOT SHOW THAT HE TIED TO THE "INITIAL POINT OF LOWELL", BUT IS VERY APPARENT THAT FROM HIS TIES TO THE OTHER "GOVT CORNERS" THAT HE ACCEPTED THEM AS THE CONTROLLING CORNERS FOR THE PROPERTY HE WAS SUBDIVIDING.

IN THE REID SURVEY, HE ALSO FOUND IRON PIPES THAT HAD BEEN SET OR PERPETUATED BY THE CORPS OF ENGINEERS FOR THE PROPERTY AND NOTED THAT SOME WERE OUT OF POSITION.

IN MY SURVEY, I FOUND THOSE PIPES AS WELL AS THE MONUMENTS HE SET AND HAVE ACCEPTED THEM ALL AS THE CONTROLLING CORNERS FOR THE PROPERTY. THEY ARE ALL WITHIN AN ACCEPTABLE TOLERANCE FOR THE TIME OF THE SURVEYS AS WELL AS WHAT THEY WERE INTENDED TO CONTROL.

ALSO, AS PART OF REID'S SURVEY, HE SHOWED HIS TIE TO THE "INITIAL POINT OF LOWELL". HIS RETURN WAS, N 24°30'50" W, 1370.31 FT. FROM THE "POINT".

*** THIS IS A 2" DIFFERENT FROM THE DEED CALL, AND ALTHOUGH THIS MAY BE CONSTRUED AS A CONFLICT, THE MONUMENTS STILL HOLD AS CONTROL FOR THE PROPERTIES, AND IN MY DETERMINATION THE ERROR IN THE DEED(S) WOULD BE THE CALL FROM THE "INITIAL POINT OF LOWELL".

IN THE 2006 CROWE(GEOMAX) APPLE CREEK 1 SURVEY, HE TIED TO THE "INITIAL POINT" OF LOWELL AND APPARENTLY FOLLOWED THE "LITERAL DESCRIPTION" OF THE PROPERTY HE WAS SUBDIVIDING, I.E., NOT TAKING INTO ACCOUNT HIS SURVEY OF THE CREATED POSITIONS FOR THE LOT CORNERS AND WHAT WOULD BE THE SPLIT PROPERTY LINE FOR THE FOREST SERVICE. THIS CREATED AN OVERLAP BETWEEN THE SURVEYS AND THE ADJACENT PROPERTIES TO THE NORTH AND EAST. FURTHER RESEARCH FOUND THAT QUITCLAIM DEEDS WERE CREATED WITH THE LANDOWNERS TO THE EAST OF THE SUBDIVISION, BUT NO DISCUSSIONS WERE HELD WITH THE FOREST SERVICE.

AFTER UNCOVERING THIS INFORMATION, DISCUSSIONS WITH REPRESENTATIVES OF GEOMAX, INC., WERE CONDUCTED. NO FINAL DECISIONS WERE MADE, BUT THERE WAS A THOUGHT THAT POSSIBLY REID DID NOT HAVE COMPLETE TIES TO THE CORNERS AND THAT THE CORNERS AND COMPETING HIS CONCLUSIONS FOUND THAT BOTH REID AND CROWE WERE USING THE SAME MONUMENT FOR THE "INITIAL POINT".

THIS LEFT THE FOREST SERVICE WITH AN OVERLAP BETWEEN THE MONUMENTS THAT CONTROLLED THE SOUTH LINE OF THEIR PROPERTY WITH LOTS 9 & 10 OF THE APPLE CREEK 1 SUBDIVISION. AFTER CONSULTATION, IT WAS DETERMINED THAT THE LINE THAT REID HAD RESURVEYED IS THE PROPER LINE.

AFTER MAKING TIES TO ALL THE CORNERS, I ALSO DETERMINED THAT THE CORNER OF THE SUBDIVISION WERE APPROX. 0.5 FEET DIFFERENT IN POSITION. AFTER ALSO REVIEWING THE TRANSFER DEED AND WHAT REID FOUND FOR THIS POSITION, I FEEL THAT THE GEOMAX MONUMENT IS ACCEPTABLE AND CONTROLLING OF BOTH PROPERTIES.

PRIOR TO SALE OF PARCEL 2, THE FOREST SERVICE WILL RESOLVE THE OVERLAP SITUATION WITH THE APPLE CREEK 1 SUBDIVISION LOT OWNERS.

RECORDED

DATE: 20 Jul 09
COUNTY CLERK

BY: *Debra C. McDaniel*

SURVEYOR'S CERTIFICATE

I, MICHAEL J. SCHWARTZ, PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT I PERFORMED THE SURVEY OF THE HEREIN DESCRIBED PARCELS OF LAND AND PLATTED THE SAME AS SHOWN HEREON PURSUANT TO ORS CHAPTERS 92-AND 269, AND THE BOUNDARY OF WHICH IS DESCRIBED AS FOLLOWS:

Michael J. Schwartz
Michael J. Schwartz
4077 SW Westford Way
Corvallis, OR 97339
Phone: 541-750-7175

THE LANDS THAT ARE PART OF THIS PARTITION WERE TRANSFERRED FROM THE U.S. ARMY CORPS OF ENGINEERS TO THE U.S. DEPARTMENT OF AGRICULTURE UNDER THE AUTHORITY OF THE FEDERAL PROPERTY AND ADMINISTRATIVE SERVICES ACT OF 1949. THE TRANSFER INCLUDED THREE(3) PARCELS WITH THE BOUNDARIES BEING SURVEYED IN 1984 AS LANE COUNTY SURVEY NO. 26785. THE DESCRIPTIONS FOR THE PARCELS UNDER THIS PARTITION ARE AS FOLLOWS:

PARCEL 1 OF PARTITION:

COMMENCING AT A POINT WHICH WAS THE FORMER NORTHEAST CORNER OF THE TOWN OF LOWELL U.S. LANDS AND RECORDED IN VOLUME 47, PAGE 357, LANE COUNTY OREGON PLAT RECORDS, THENCE, N 24°30'50" W, 1370.31 FEET, TO THE SOUTHWEST CORNER OF THE PARCEL FROM THE PROPERTY TRANSFER, THENCE, S 89°33'27" W, 150.00 FEET, TO THE SOUTHWEST CORNER OF THE PARCEL FROM THE PROPERTY TRANSFER, THENCE, S 89°20'52" W, 50.17 FEET, TO THE INITIAL POINT AND THE TRUE POINT OF BEGINNING AND BY AN ALUMINUM CAP AND ROD, THENCE, S 89°25'36" W, 149.89 FEET, TO A 3/4" IRON PIPE SET BY THE CORPS OF ENGINEERS, THENCE, S 89°35'24" W, 31.00 FEET, TO A 3/4" IRON PIPE SET BY THE CORPS OF ENGINEERS, THENCE, S 89°25'36" W, 176.66 FEET, TO A 3/4" IRON ROD WITH AN ALUMINUM CAP FOR A WITNESS CORNER TO THE TRUE CORNER POINT, THENCE, S 89°25'36" W, 30.00 FEET, TO A POINT AND THE CENTERLINE OF COUNTY ROAD NO. 886, THENCE, N 00°53'09" W, 270.63 FEET, TO A POINT AND THE CENTERLINE OF LOUNY ROAD (NOT 886), THENCE, N 89°31'15" E, 30.00 FEET, TO A 3/4" IRON PIPE SET BY THE CORPS OF ENGINEERS, THENCE, N 89°31'15" E, 179.78 FEET, TO A 3/4" IRON PIPE SET BY THE CORPS OF ENGINEERS, THENCE, W 89°28'47" E, 150.12 FEET, TO A POINT AND THE NORTHEAST CORNER OF SAID PARCEL, S 00°28'13" E, 240.15 FEET, TO THE POINT OF BEGINNING.

PARCEL 1 ACRES: 2.13

PARCEL 2 OF PARTITION:

COMMENCING AT A POINT WHICH WAS THE FOREMOST NORTHEAST CORNER OF THE TOWN OF LOWELL AS THE SAME PLATTED AND RECORDED IN VOLUME 47, PAGE 357, LANE COUNTY OREGON PLAT RECORDS, THENCE, N 24°30'50" W, 1370.31 FEET, TO THE SOUTHWEST CORNER OF THE PARCEL FROM THE PROPERTY TRANSFER, THENCE, S 89°33'27" W, 150.00 FEET, TO THE SOUTHWEST CORNER OF THE PARCEL FROM THE PROPERTY TRANSFER, THENCE, S 89°20'52" W, 50.17 FEET, TO THE INITIAL POINT AND THE TRUE POINT OF BEGINNING AND BY AN ALUMINUM CAP AND ROD, THENCE, S 89°25'36" W, 149.89 FEET, TO A 3/4" IRON PIPE SET BY THE CORPS OF ENGINEERS, THENCE, S 89°35'24" W, 31.00 FEET, TO A 3/4" IRON PIPE SET BY THE CORPS OF ENGINEERS, THENCE, WHICH IS REPERCUSS BY A 3/4"X30" IRON ROD WITH AN ALUMINUM CAP FOR A WITNESS CORNER, 1 FOOT WESTERLY ON LINE, THENCE, S 00°30'20" E, 368.59 FEET, TO A 3/4" IRON PIPE SET BY THE CORPS OF ENGINEERS, THENCE, S 89°24'18" W, 179.36 FEET, TO A 3/4" IRON ROD WITH A RED PLASTIC CAP SET IN CS# 40088, THENCE, S 89°24'18" W, 30.00 FEET, TO A POINT AND THE CENTERLINE OF COUNTY ROAD NO. 886, THENCE, N 00°53'09" W, 368.67 FEET, TO A POINT AND THE CENTERLINE OF COUNTY ROAD NO. 886, THENCE, S 89°35'24" E, 30.00 FEET, TO A 3/4"X30" IRON ROD WITH AN ALUMINUM CAP, THENCE, N 89°35'24" E, 179.46 FEET, TO A POINT AND THE NORTHEAST CORNER OF SAID PARCEL, THENCE, N 89°25'36" E, 1.00 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL 2 ACRES: 1.77

Lane County Clerk
Lane County Deeds and Records

2011-037361



\$112.00

01239308201100373610110119

08/18/2011 10:57:03 AM

RPR-DEED Cnt=1 Stn=8 CASHIER 02
\$55.00 \$20.00 \$11.00 \$16.00 \$10.00

WIL#158 - Lowell Vacant Lot

When Recorded Mail To:
BJ Real Properties, L.L.C.
38015 Wheeler RD
Dexter, OR 97431

Send Tax Statement To:
BJ Real Properties, L.L.C.
38015 Wheeler RD
Dexter, OR 97431

71941740349

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

QUITCLAIM DEED

THIS DEED, made this 10TH day of AUGUST, 2011, between the **UNITED STATES OF AMERICA**, acting through the Forest Service, Department of Agriculture, hereinafter called Grantor, and **BJ Real Properties, L.L.C., an Oregon Limited Liability Company**, hereinafter called Grantee.

WITNESSETH: The Grantor, as authorized by the Forest Service Facility Realignment and Enhancement Act of 2005 as amended (Title V, P.L. 109-54), the provisions of which have been met, has determined that the conveyance is in the public interest.

NOW THEREFORE, the Grantor, for and in consideration of **SEVENTY FIVE THOUSAND DOLLARS (\$ 75,000.00)**, the receipt whereof is hereby duly acknowledged, does hereby remise, release, and quitclaim unto the Grantee, its successors and assigns, all right, title, interest, and claim in and to the real property situated in the County of Lane, State of Oregon, a parcel more particularly described as follows:


A portion of those lands transferred by the U.S. Army Corps Of Engineers(COE) to the U.S. Department of Agriculture under the authority of the Federal Property and Administrative Services Act of 1949 in a letter of acceptance dated November 6, 1957, being a portion of those lands that the United States of America acquired from E.C. and Cora Hayes, husband and wife, and C.M. Hayes and Anna Hayes, husband and wife, dated, August 5, 1947, as recorded in Lane County Deed Records, Book 355, Page 9. The boundaries of these parcels were surveyed in 1984 in Lane County Survey No. 26785 and subsequently surveyed in Lane County Survey File No. 41561 as part of Land Partition Plat No. 2009-P2377, and designated as Parcel 2 of said Partition.

PARCEL 2 OF PARTITION

T.19 S., R.1 W., W.M.

A portion of Section 11, more particularly described as follows per County Survey File No. 41561

COMMENCING at a point which was the former northeast corner of the Town of Lowell as the same platted and recorded in Volume 4, page 357, Lane County Oregon Plat records, THENCE,
North 24°30'50" West 1,370.31 feet, to the southeast corner of the parcel from the COE,
THENCE,
South 89°33'27" West, 150.00 feet, to the southwest corner of the same parcel,
THENCE,

Approved as to description, consideration, reservations or conditions, and form.
Name:  Date: 8/2/11

South 89°20'52" West, 50.17 feet, to an aluminum post and cap set in CSF# 26785,
THENCE,
South 89°25'36" West, 149.89 feet to a 1/2" iron pipe set by the COE, THENCE,
South 00°30'20" East, 30.00 feet, to a point and the TRUE POINT OF BEGINNING for
this parcel, THENCE,
South 00°30'20" East, 368.59 feet, to a 1/2" iron pipe set by the COE, THENCE,
South 89°24'18" West, 179.36 feet, to a 5/8" iron rod with a red plastic cap set in CSF
No. 40088, THENCE,
South 89°24'18" West, 30.00 feet, to a point and the centerline of County Road No. 886,
THENCE,
North 00°33'09" West, 368.67 feet, to a point and the centerline of County Road No. 886,
THENCE,
North 89°25'36" East, 30.00 feet, to a 5/8"x30" iron rod with an aluminum cap,
THENCE,
North 89°25'36" East, 178.66 feet, to a 5/8"x30" iron rod with an aluminum cap for a
Witness Corner to the true corner point, THENCE,
North 89°25'36" East, 1.0 feet, to the Point of Beginning.

Said Parcel containing 1.77 acres, more or less. (0.25 acres in County Road ROW)

TOGETHER WITH, an appurtenant easement for a perpetual 20 foot road easement
(10 feet each side of the described centerline) as reserved by the United States in a Quit
Claim Deed to the State of Oregon recorded March 9, 2011 in the Lane County Deeds
and Records as File No. 2011-011645. and as depicted on Land Partition Plat No.
2009-P2377, recorded on July 20, 2009, Lane County Survey Records. The referenced
Partition Plat, location description and terms are contained in Exhibit A and B attached
to this deed.

SUBJECT TO:

- A. Subject to County Road No. 886 over the western 30 feet of the property.
- B. CERCLA Notice and Covenant Regarding Hazardous Substances. The notice and covenants contained in this Clause are required under the authority of regulations promulgated under section 120(h) of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. 9620(h). The **GRANTOR** has completed a Phase 1 Environmental Site Assessment (ESA) and Update, and has furnished the **GRANTEE** with the following reports on the property: All Appropriate Inquiry, Lowell Warehouse, May 15, 2006, and Pre-Conveyance Environmental Site Assessment Update, Lowell Warehouse, June 30, 2010, both by Douglas C. Shank, Forest Geologist and Environmental Professional.

Pursuant to Section 120(h)(3)(A)(ii) of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. § 9620(h)(3)(A)(ii), the United States warrants that:

- (1) All response action necessary to protect human health and the environment with respect to any hazardous substance remaining on the Property has been taken before the date of this conveyance; and

(2) it shall take any additional response action found to be necessary after the date of this conveyance regarding hazardous substances located on the Property on the date of the conveyance.

This covenant shall not apply in any case in which **GRANTEE**, its heir(s), successor(s) or assign(s), or any successor in interest to the Property or part thereof is a Potentially Responsible Party (PRP) with respect to the Property immediately prior to the date of this conveyance; **OR** to the extent but only to the extent that such additional response action or part thereof found to be necessary is the result of an act or failure to act of the **GRANTEE**, its successor(s) or assign(s), or any party in possession after the date of this conveyance that either:

- i. results in a release or threatened release of a hazardous substance that was not located on the Property on the date of this conveyance; **OR**
- ii. causes or exacerbates the release or threatened release of a hazardous substance the existence and location of which was known and identified to the **GRANTEE** as of the date of this conveyance.

In the event **GRANTEE**, its heir(s), successor(s) or assign(s) seeks to have **GRANTOR** conduct or pay for any additional response action, and, as a condition precedent to **GRANTOR** incurring any additional cleanup obligation or related expenses, the **GRANTEE**, its heir(s), successor(s) or assign(s), shall provide **GRANTOR** at least 45 days written notice of such a claim and provide credible evidence that the associated contamination existed prior to the date of this conveyance; and the need to conduct any additional response action or part thereof was not the result of any act or failure to act by the **GRANTEE**, its heir(s), successor(s) or assign(s), or any party in possession.

GRANTOR reserves a right of access to all portions of the Property for environmental investigation, remediation removal or other corrective action. This reservation includes the right of access to and use of available utilities at reasonable cost to **GRANTOR**. These rights shall be exercisable in any case in which a remedial action, removal action or corrective action is found to be necessary after the date of this conveyance, or in which access is necessary to carry out a remedial action, removal action, or corrective action on adjoining property. Pursuant to this reservation, the United States of America, and its respective officers, agents, employees, contractors and subcontractors shall have the right (upon reasonable advance written notice to the record title owner) to enter upon the Property and conduct investigations and surveys, to include drilling, test-pitting, borings, data and records compilation and other activities related to environmental investigation, and to carry out corrective, remedial or removal actions as required or necessary, including but not limited to the installation and operation of monitoring wells, pumping wells, and treatment facilities. Any such entry, including such activities or actions, shall be coordinated with the record title owner and shall be performed in a manner that minimizes interruption with activities of authorized occupants.

C. The **GRANTEE**, its heir(s), successor(s) or assign(s) hereby agrees to comply with any and all applicable Federal, State, and local laws relating to the management of lead-based paint and asbestos-containing building material associated with the property, including but

not limited to, any such laws relating to the mitigation, abatement, remediation, cleanup, renovation, demolition, and disposal of lead-based paint and asbestos-containing building material. **THE GRANTEE** further acknowledges that **THE UNITED STATES OF AMERICA** has taken all actions required under all Federal and State laws and regulations which are now in effect and which pertain to the investigation, assessment, and disclosure of lead-based paint or lead-based paint hazards.

D. The **GRANTEE**, its heir(s), successor(s), and assign(s) hereby agrees to indemnify, release, defend, and hold harmless the United States, its agencies, employees, agents, assigns, and successors from and against any liability, judgment, claim, penalty, fine, or other adverse action (whether legal or equitable in nature, and including without limitation, court costs and attorneys' fees) brought against the United States after the date of this agreement by any person or entity under any Federal, State, or local law, including but not limited to environmental and tort laws, with respect to; (a) any lead-based paint and/or asbestos-containing building material associated with the property; (b) violations of Federal, State, and local laws and regulations which are now or may in the future become applicable to the property, subject to the remedial action, covenant, and warranty provided above by **THE UNITED STATES OF AMERICA** in accordance with 42 U.S.C § 9620(h); and (c) releases or threatened releases on the property, or into the environment, of solid or hazardous waste, hazardous substances, or oil or petroleum products or their derivatives, after the date of this Deed.

This covenant to indemnify, release, defend, and hold harmless the United States shall survive the subsequent conveyance of all or any portion of the property to any person and shall be construed as running with the real property, and may be enforced by the United States in a court of competent jurisdiction.

The above covenants by the **GRANTEE** shall be construed as running with the land and may be enforced by the **GRANTOR** in a court of competent jurisdiction.

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, AND SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, AND SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009.

BY MY SIGNATURE I agree to be bound by the requirements of Clause B, C, and D above.

By: Joseph Eisel
Joseph Eisel
Title: Member and Manager

ACKNOWLEDGMENT

STATE OF OREGON)
County of Lane)ss.


On this 5 day of August, 2011, before me, the undersigned, a Notary Public in and for said State personally appeared Joseph Eisel, known/proved to me to be the person whose name is subscribed to the within instrument and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.



Sondra Johnson
Signature
Name (Printed) Sondra Johnson
Notary Public for the State of OR
Residing at _____
My commission expires 8/29/2015

BY MY SIGNATURE I agree to be bound by the requirements of Clause B, C, and D above.

By: 
Brian Way
Title: Member and Manager


ACKNOWLEDGMENT

STATE OF OREGON)
County of Lane)ss.

On this 5 day of August, 2011, before me, the undersigned, a Notary Public in and for said State personally appeared Brian Way known/proved to me to be the person whose name is subscribed to the within instrument and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.




Signature
Name (Printed) Sondra Johnson
Notary Public for the State of OR
Residing at _____
My commission expires 8/29/2015

IN WITNESS WHEREOF, the GRANTOR, by its duly authorized representative has executed this deed pursuant to the delegation of authority promulgated in Title 7 CFR 2.60, and 49 F.R. 34283, published August 29, 1984, on the day and year first above written.

UNITED STATES OF AMERICA

Claire Lavendel

CLAIRE LAVENDEL
Director, Recreation, Lands, Minerals, Heritage, and
Wilderness Resources
Pacific Northwest Region
USDA Forest Service

ACKNOWLEDGMENT

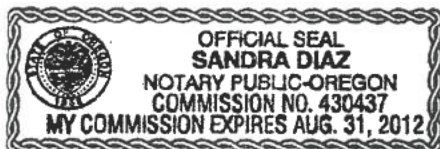
STATE OF OREGON)

) ss.

County of MULTNOMAH

On this 10TH day of AUGUST, 2011, before me, a Notary Public within and for said State, personally appeared Claire Lavendel, Director, Recreation, Lands, Minerals, Heritage and Wilderness Resources, Pacific Northwest Region, Forest Service, Department of Agriculture, and the same person who executed the within and foregoing instrument, who, being by me duly sworn according to law, did say that she is the Director, Recreation, Lands, Minerals, Heritage, and Wilderness Resources, Pacific Northwest Region, Forest Service, Department of Agriculture, and that said instrument was signed on behalf of the United States of America by its authority duly given and by her delivered as and for its act and deed. And she did further acknowledge that she executed said instrument as the free act and deed of the United States of America, for the purposes and consideration herein mentioned and set forth, and I do hereby so certify.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.



Sandra Diaz
Signature

Name (Printed) SANDRA DIAZ
Notary Public for the State of Oregon
Residing at BEAVERTON OR
My commission expires 8/31/2012

EXHIBIT A

PARTITION PLAT FOR THE WILLAMETTE NATIONAL FOREST IN THE SW¹/₄SW¹/₄, SEC. 11 T.19 S., R.1 W., W.M. 1 LOWELL, LANE COUNTY, OR JUNE 18, 2009

6th Street
1710' ±

5th Street
1710' ±

4th Street
1710' ±

3rd Street
1710' ±

2nd Street
1710' ±

1st Street
1710' ±

100 0 100 200 300
GRAPHIC SCALE - FEET
SCALE: 1" = 100' FEET

100 0 100 200 300
SCALE: 1" = 100' FEET

WILLIAMS, JAMES W.
REGISTERED SURVEYOR
NO. 120-137
1211 1/2 N. BROADWAY, SEASIDE, OR 97138

LEGEND

- 100'00" ROAD RIGHT-OF-WAY, 40'00" DRIVE ALUMINUM OR BRASS CAP PER ORS 247.215
- 100'00" ROAD RIGHT-OF-WAY PER ORS 247.215 (CONVEY)
- 100'00" ROAD RIGHT-OF-WAY AND RED POLYESTER CAP PER ORS 247.215 (APPLE CHECK, FERRISBOROUGH)
- 100'00" ROAD RIGHT-OF-WAY WITH A 1" ALUMINUM CAP MARKED AS SHOWN
- COMPLETED PORTION
- EXISTING PRIORITY LINES
- PARTITION LINE BETWEEN PARCELS: A & B
- RIGHT-OF-WAY LINE FOR MOSS STREET
- - - - - PROPOSED LINE (LANS APPLE CHECK) (SHOWN IN DETAILS)

OWNER'S DECLARATION

I, JAMES W. WILLIAMS, REGISTERED SURVEYOR, COUNTY OF LANE, OREGON, DO HEREBY CERTIFY THAT THE FOREST SUPERVISOR IS THE OWNER OF THE LAND HEREIN DESCRIBED AND THE COURSE IS SAME TO BE THE COURSE OF THE FOREST SUPERVISOR'S EASEMENTS FOR LANE COUNTY ON THE CITY OF LOWELL.

ACKNOWLEDGMENT

STATE OF OREGON
COUNTY OF LANE

THESE PERSONALLY APPEARED BEFORE ME THE ABOVE NAMED SCOTT C. FITZGERALD, ACTING FOREST SUPERVISOR, WILLAMETTE NATIONAL FOREST, AND I, JAMES W. WILLIAMS, REGISTERED SURVEYOR, COUNTY OF LANE, OREGON, AND WE HAVE ACKNOWLEDGED THE FOREGOING INSTRUMENT TO BE THE VOLUNTARY ACT AND DEED

APPROVED BEFORE ME ON THIS 17th DAY OF JUNE 2009

James W. Williams
REGISTERED SURVEYOR
COUNTY OF LANE, OREGON

APPROVALS

LANE COUNTY
MICHAEL JACKSON
LANE COUNTY SUPERVISOR

DATE: 7-20-09

DATE: 7-20-09

DATE: 7/16/09

DATE: 7/16/09

DATE: 7/16/09

DATE: 7/16/09

RECORDED

DATE: 8/2/09

COUNTY CLERK: [Signature]

LANE COUNTY SUPERVISORS OFFICE
153F NO. 4788/
FILE DATE: 20-7-09 C

GENERAL NOTES:

1) The plat is without recourse for adjustment subject to the provisions of the Oregon Statutes and the rules established by the Lane County Board of Commissioners. Lane County will need to acquire an additional fee (3) feet of right-of-way.

2) For future developments to subdivisions of the property, the owner shall be responsible for the construction of a sewer or stormwater collection system and for the installation of a sewer or stormwater collection system. The owner shall be responsible for the construction of a sewer or stormwater collection system. The owner shall be responsible for the construction of a sewer or stormwater collection system.

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- 100'00" ROAD RIGHT-OF-WAY, 40'00" DRIVE ALUMINUM OR BRASS CAP PER ORS 247.215
- 100'00" ROAD RIGHT-OF-WAY PER ORS 247.215 (CONVEY)
- 100'00" ROAD RIGHT-OF-WAY AND RED POLYESTER CAP PER ORS 247.215 (APPLE CHECK, FERRISBOROUGH)
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COUNTY OF LANE

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APPROVED BEFORE ME ON THIS 17th DAY OF JUNE 2009

James W. Williams
REGISTERED SURVEYOR
COUNTY OF LANE, OREGON

APPROVALS

LANE COUNTY
MICHAEL JACKSON
LANE COUNTY SUPERVISOR

DATE: 7-20-09

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DATE: 7/16/09

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COUNTY CLERK: [Signature]

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153F NO. 4788/
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APPROVED BEFORE ME ON THIS 17th DAY OF JUNE 2009

James W. Williams
REGISTERED SURVEYOR
COUNTY OF LANE, OREGON

APPROVALS

LANE COUNTY
MICHAEL JACKSON
LANE COUNTY SUPERVISOR

DATE: 7-20-09

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EXHIBIT B

The following describes a reserved perpetual 20 foot Road Easement (10 feet each side of the described centerline) over Parcel 1, to allow for access to Parcel 2, as depicted on Land Partition Plat No. 2009-P2377, recorded on July 20, 2009, Lane County Surveyor Records.

Beginning at the Initial Point as denoted on the Partition survey under CSF No. 41561, THENCE,
South 89°25'36" West, a distance of 149.89 feet, THENCE,
South 00°30'20" East, a distance of 30.00 feet, THENCE,
South 89°25'36" West, a distance of 179.66 feet to a point on the right-of-way line for County Road No. 886, THENCE,
North 00°33'09" West, along the right-of-way line for County Road No. 886 a distance of 55.58 feet to the TRUE POINT OF BEGINNING and the centerline of said Easement THENCE,
North 89°25'36" East, a distance of 60.00 feet to a point, THENCE,
Along a curve to the right, a distance of 47.12 feet, with a Radius of 30.00 feet, and a Central Angle of 90°00'00", THENCE,
South 00°34'24 East, a distance of 25.58 feet to the south line of Parcel 1 and north line of Parcel 2 of said Partition.

The United States and its assigns shall have all rights of ingress and egress to and from the real estate, that being Parcel 2 of the Partition Plat No. 2009-P2377, (including the right from time to time, except as herein provided, to cut, trim and remove trees, brush, overhanging branches and other obstructions) necessary for the its use, enjoyment, operation and maintenance of the easement hereby reserved and all rights and privileges incident thereto.

Except as to the rights herein reserved, the State of Oregon, acting by and through its Oregon Parks and Recreation Commission on behalf of the Oregon Parks and Recreation Department shall have the full use and control of the lands described as Parcel 1 of the Partition Plat No. 2009-P2377.

The United States shall receive and consider any third party claims arising from its use of the easement reserved under the Federal Tort Claims Act. Provided, however, should Parcel 2 of the Partition Plat No. 2009-P2377 be conveyed out of Federal ownership "together with" the reserved easement, the assignee of the easement agrees to save and hold the State of Oregon harmless from any and all claims of third parties arising from the assignee's use of the easement reserved herein.

During the existence of this easement, maintenance of the easement and costs of repair of the easement, if damaged by natural disasters or other events for which all holders of an interest in the easement are blameless, shall be that of both parties commensurate with use.

During the existence of this easement, holders of an interest in the easement who are responsible for damage to the easement because of negligence or abnormal use shall repair the damage at their sole expense.

This easement reservation shall bind and inure to the benefit, as the circumstances may require, not only the parties hereto but also their respective heirs, executors, administrators, assigns, and successors in interest.

Lane County Property Taxes Due Report

Tax Account # 1835931
Alternate Property # (maplot) 19-01-11-33-06502
Tax Code Area (TCA) 07107
Location
Taxpayer BJ REAL PROPERTIES LLC
 38015 WHEELER RD
 DEXTER, OR 97431

Property Values & Taxes

Real Market Value (RMV)

	Land	Improvement	Total	Total Assessed Value	Tax
2021	96,034	0	96,034	94,835	1,255.35
2020	97,220	0	97,220	92,073	1,235.94

Current Year Assessed Value 94,835.00
Less Exemption Amount (0.00)
Taxable Value 94,835.00
Frozen Assessed Value 0.00

Exemption Type

Account Status

Account Status	Account Status Notes
-----------------------	-----------------------------

- Active Account Current Tax Year

Remarks none

Taxes Due for Account # 1835931

Delinquent Interest (if applicable) Computed Through: 11/25/2021

The tax shown is the amount certified in October unless a value change has been processed on the property, resulting in a tax correction. Value changes typically occur as a result of appeals, clerical errors and omitted property.

Year	Description	Tax	Min. Due	Bal. Due	Due Date
2021	Property Tax Principal	1,255.35	0.00	0.00	11/15/2021

Taxes & Assessments due for Account Number 1835931: \$0.00

Detailed Property Report

Site Address N/A Map & Taxlot# 19-01-11-33-06502 SIC N/A Tax Account# 1835931	Property Owner 1 BJ Real Properties LLC 38015 Wheeler Rd Dexter, OR 97431 Tax account acreage 1.52 Mapped taxlot acreage [†] 1.53
--	--

[†] Mapped Taxlot Acreage is the estimated size of a taxlot as derived from the county GIS taxlot layer, and is not to be used for legal purposes.

Map & Taxlot # 19-01-11-33-06502



Business Information

RLID does not contain any business data for this address

Improvements

No assessor photos, assessor sketches or building characteristic information is available for this tax account.

Site Address Information

No site address associated with this tax account number

General Taxlot Characteristics

<p>Geographic Coordinates X 4319894 Y 831124 (State Plane X,Y) Latitude 43.9246 Longitude -122.7827</p> <hr/> <p>Zoning Zoning Jurisdiction Lowell Lowell Parent Zone PL Public Land</p> <hr/> <p>Land Use <u>General Land Use</u> Code Description data not available data not available <u>Detailed Land Use</u> Code Description data not available data not available</p>	<p>Taxlot Characteristics</p> <table border="0"> <tr><td>Incorporated City Limits</td><td>Lowell</td></tr> <tr><td>Urban Growth Boundary</td><td>Lowell</td></tr> <tr><td>Year Annexed</td><td>1954</td></tr> <tr><td>Annexation #</td><td>Unknown/No ID</td></tr> <tr><td>Approximate Taxlot Acreage</td><td>1.53</td></tr> <tr><td>Approx Taxlot Sq Footage</td><td>66,647</td></tr> <tr><td>Plan Designation</td><td>Public Land</td></tr> <tr><td>Eugene Neighborhood</td><td>N/A</td></tr> <tr><td>Metro Area Nodal Dev Area</td><td>No</td></tr> <tr><td>Septic</td><td>data not available</td></tr> <tr><td>Well</td><td>data not available</td></tr> <tr><td>Landscaping Quality</td><td>Average</td></tr> <tr><td>Historic Property Name</td><td>N/A</td></tr> <tr><td>City Historic Landmark?</td><td>No</td></tr> <tr><td>National Historical Register?</td><td>No</td></tr> </table>	Incorporated City Limits	Lowell	Urban Growth Boundary	Lowell	Year Annexed	1954	Annexation #	Unknown/No ID	Approximate Taxlot Acreage	1.53	Approx Taxlot Sq Footage	66,647	Plan Designation	Public Land	Eugene Neighborhood	N/A	Metro Area Nodal Dev Area	No	Septic	data not available	Well	data not available	Landscaping Quality	Average	Historic Property Name	N/A	City Historic Landmark?	No	National Historical Register?	No
Incorporated City Limits	Lowell																														
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Landscaping Quality	Average																														
Historic Property Name	N/A																														
City Historic Landmark?	No																														
National Historical Register?	No																														

Service Providers

Fire Protection Provider	Lowell Rural Fire Protection District
Ambulance Provider	Eugene Springfield Fire
Ambulance District	EC
Ambulance Service Area	East/Central
LTD Service Area?	Yes
LTD Ride Source?	Yes

Environmental Data

FEMA Flood Hazard Zone

Code Description

X Areas determined to be outside of 500-year flood.

FIRM Map Number 41039C1695F

Community Number 039C

Post-FIRM Date data not available

Panel Printed? Yes

Soils

Soil Map Unit# Soil Type Description % of Taxlot Ag Class Hydric %

52B Hazelair Silty Clay Loam, 2 to 7 Percent Slopes 100% 3 4

Schools

Code Name

School District 71 Lowell

Elementary School 598 Lundy

Middle School 599 Lowell

High School 599 Lowell

Political Districts

Election Precinct	764	State Representative District 7	Emerald PUD Board Zone	N/A
City Council Ward	N/A	State Representative Cedric Hayden	Heceta PUD Board Zone	N/A
City Councilor	N/A	State Senate District 4	Central Lincoln PUD Board Zone	N/A
County Commissioner District 5 (East Lane)		State Senator Floyd Prozanski	Soil Water Cons. Dist/Zone	Upper Willamette / 5
County Commissioner	Heather Buch		Creswell Water Control District	data not available
EWEB Commissioner	N/A			
LCC Board Zone	4			

Census Information

The information provided below is only a small sampling of the information available from the US Census Bureau. The links at the end of each section below will take you to source tables at American Fact Finder, with additional details. Those links will take you to the most current estimates, but estimates for several previous years will also be available.

To view more Census detail about this tract, visit [Census Reporter](#).

Demographic Characteristics

	Tract 1600		Lowell		Lane County		Oregon	
	Estimate	Margin of Error	Estimate	Margin of Error	Estimate	Margin of Error	Estimate	Margin of Error
Total Population	4,991	+/-490	1,240	+/-292	363,471	*****	4,025,127	*****
Percent age 5 and Under	4.7%	+/-1.9	7.7%	+/-4.0	5.0%	*****	5.8%	+/-0.1
Percent Age 18 and Over	81.3%	+/-3.5	70.9%	+/-7.7	81.0%	*****	78.5%	+/-0.1
Percent Age 65 and Over	19.7%	+/-3.7	16.2%	+/-7.0	17.7%	+/-0.1	16.3%	+/-0.1
Median Age	48.7	+/-3.3	39.8	+/-7.2	39.4	+/-0.2	39.2	+/-0.2

For a complete breakdown of population by age, gender, race, ethnicity and more, visit [American Fact Finder](#).

Housing Characteristics

	Tract 1600		Lowell		Lane County		Oregon	
	Estimate	Margin of Error	Estimate	Margin of Error	Estimate	Margin of Error	Estimate	Margin of Error
Occupied Housing Units	1,909	+/-142	445	+/-79	148,752	+/-787	1,571,631	+/-4,213
Vacant Housing Units	313	+/-125	14	+/-19	11,688	+/-774	161,410	+/-3,975
Percent Owner Occupied Housing Units	85.2%	+/-4.9	88.8%	+/-6.4	58.8%	+/-0.7	61.7%	+/-0.3
Percent Renter Occupied Housing Units	14.8%	+/-4.9	11.2%	+/-6.4	41.2%	+/-0.7	38.3%	+/-0.3
Homeowner Vacancy Rate	0.0%	+/-1.9	0.0%	+/-7.9	1.3%	+/-0.3	1.5%	+/-0.1
Rental Vacancy Rate	0.0%	+/-10.9	0.0%	+/-41.9	3.9%	+/-0.7	3.7%	+/-0.2
Median House Value (dollars)	241,400	+/-40,807	172,400	+/-20,089	232,800	+/-2,334	265,700	+/-1,159
Median Monthly Mortgage (dollars)	1,218	+/-107	1,103	+/-80	1,454	+/-16	1,594	+/-6
Median Monthly Rent (dollars)	854	+/-78	1,021	+/-265	921	+/-11	988	+/-4

For a complete breakdown of housing by tenure, number of bedrooms, year built and more, visit [American Fact Finder](#).

Economic Characteristics

	Tract 1600		Lowell		Lane County		Oregon	
	Estimate	Margin of Error	Estimate	Margin of Error	Estimate	Margin of Error	Estimate	Margin of Error
Median Household Income (dollars)	(X)	(X)	(X)	(X)	(X)	(X)	(X)	(X)
Unemployment Rate	(X)	(X)	(X)	(X)	(X)	(X)	(X)	(X)
Poverty Rate	13.4%	+/-4.4	6.4%	+/-3.5	18.8%	+/-0.7	14.9%	+/-0.3

For a complete breakdown of incomes, poverty, employment, commute patterns and more, visit [American Fact Finder](#).

Social Characteristics

	Tract 1600		Lowell		Lane County		Oregon	
	Estimate	Margin of Error	Estimate	Margin of Error	Estimate	Margin of Error	Estimate	Margin of Error
Percent Bachelor Degree or Higher	23.4%	+/-4.5	22.9%	+/-7.4	29.6%	+/-0.6	32.3%	+/-0.2
Percent High School Graduate or Higher	89.8%	+/-4.5	91.1%	+/-4.7	91.5%	+/-0.5	90.2%	+/-0.2

For a complete breakdown of educational attainment, school enrollment, marital status, ancestry and more, visit [American Fact Finder](#).

Source: U.S. Census Bureau, 2012-2016 American Community Survey 5-Year Estimates

Explanation of Symbols:

An "*****" entry in the margin of error column indicates that the estimate is controlled, and a margin of error is not provided.

Liens

None. RLID displays liens issued by Cottage Grove, Florence, the City of Springfield and Springfield Utility Board. Additional liens can be found in Deeds and Records.

Building Permits

RLID does not contain any building permit data for this jurisdiction

Land Use Applications

RLID does not contain any landuse application data for this jurisdiction

Petitions

RLID does not contain any petition data for this jurisdiction

Tax Statements & Tax Receipts

Account#: 1835931

View tax statement(s) for: [2021 2020](#)

Tax Receipts

Receipt Date	Amount Received	Tax	Discount	Interest	Applied Amount
11/02/2021	\$1,217.69	\$1,217.69	\$37.66	\$0.00	\$1,255.35
10/27/2020	\$1,198.86	\$1,198.86	\$37.08	\$0.00	\$1,235.94
11/12/2019	\$1,177.84	\$1,177.84	\$36.43	\$0.00	\$1,214.27
11/06/2018	\$1,132.53	\$1,132.53	\$35.03	\$0.00	\$1,167.56
11/07/2017	\$983.78	\$983.78	\$30.43	\$0.00	\$1,014.21
11/08/2016	\$932.83	\$932.83	\$28.85	\$0.00	\$961.68

Data source: Lane County Assessment and Taxation

Owner/Taxpayer

Owners

Owner	Address	City/State/Zip
BJ Real Properties LLC	38015 Wheeler Rd	Dexter, OR 97431

Taxpayer

Party Name	Address	City/State/Zip
BJ Real Properties LLC	38015 Wheeler Rd	Dexter, OR 97431

Data source: Lane County Assessment and Taxation

Account Status

Status Active Account Current Tax Year

Account Status	none
Remarks	none
Special Assessment Program	N/A

Data source: Lane County Assessment and Taxation

General Tax Account Information

Tax Account Acreage	1.52
Fire Acres	N/A
Property Class	100 - Residential, vacant
Statistical Class	N/A
Neighborhood	711500 - Lowell Urban Mixed Grade
Category	Land and Improvements

Data source: Lane County Assessment and Taxation

Township-Range-Section / Subdivision Data

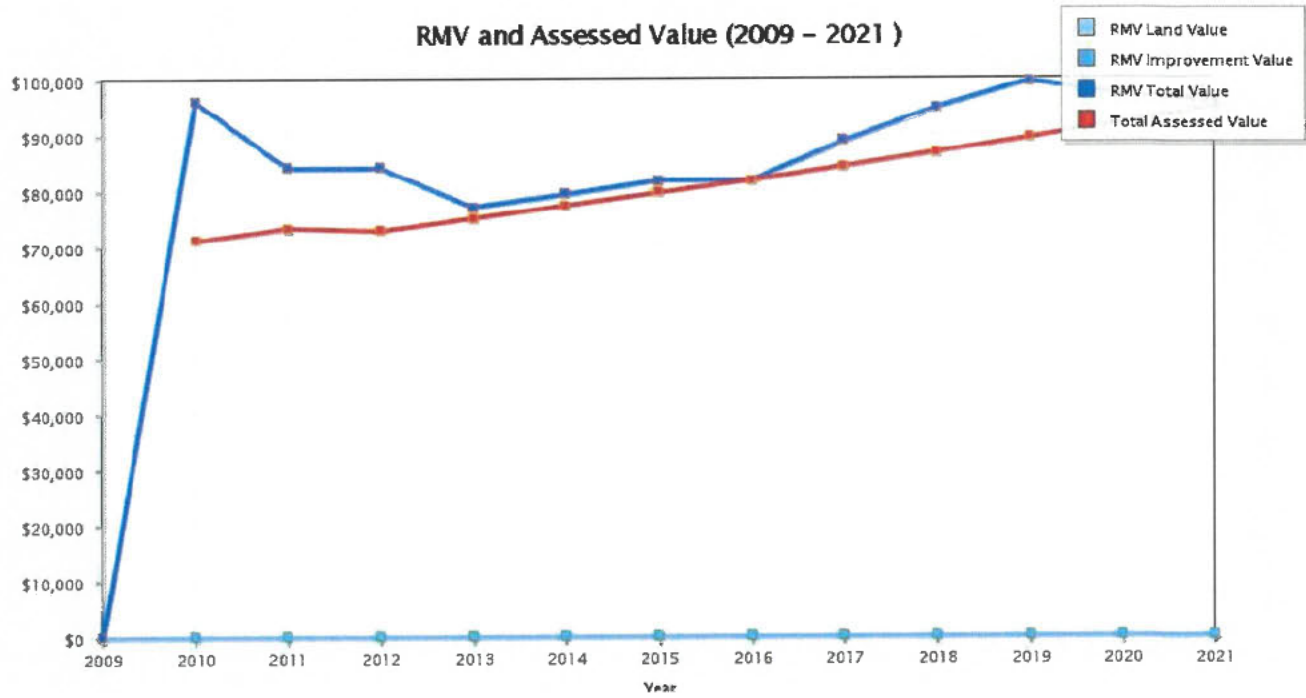
Subdivision Type	Partition Plat	Subdivision Name	2009-P2377	Subdivision Number	N/A
------------------	----------------	------------------	------------	--------------------	-----

Phase	N/A	Lot/Tract/Unit #	Parcel 2 TL 06502	Recording Number	2009-041672
Data source: Lane County Assessment and Taxation					

Property Values & Taxes

The values shown are the values certified in October unless a value change has been processed on the property. Value changes typically occur as a result of appeals, clerical errors and omitted property. The tax shown is the amount certified in October. This is the full amount of tax for the year indicated and does not include any discounts offered, payments made, interest owing or previous years owing. It also does not reflect any value changes.

Year	Real Market Value (RMV)			Total Assessed Value	Tax
	Land	Improvement	Total		
2021	\$96,034	\$0	\$96,034	\$94,835	\$1,255.35
2020	\$97,220	\$0	\$97,220	\$92,073	\$1,235.94
2019	\$99,591	\$0	\$99,591	\$89,392	\$1,214.27
2018	\$94,849	\$0	\$94,849	\$86,789	\$1,167.56
2017	\$88,921	\$0	\$88,921	\$84,261	\$1,014.21
2016	\$81,807	\$0	\$81,807	\$81,807	\$ 961.68
2015	\$81,807	\$0	\$81,807	\$79,667	\$ 957.81
2014	\$79,436	\$0	\$79,436	\$77,347	\$ 941.34
2013	\$77,065	\$0	\$77,065	\$75,094	\$ 914.10
2012	\$84,178	\$0	\$84,178	\$72,907	\$ 894.34
2011	\$84,178	\$0	\$84,178	\$73,296	\$ 0.00
2010	\$96,034	\$0	\$96,034	\$71,161	\$ 0.00
2009	\$0	\$0	\$0	\$0	\$ 0.00



Current Year Assessed Value \$94,835
 Less Exemption Amount * N/A
 Taxable Value \$94,835
 * Frozen Assessed Value

Data source: Lane County Assessment and Taxation


Tax Code Area & Taxing Districts

Tax Code Area (Levy Code) for current tax year 07107
 Taxing Districts for TCA 07107
 City of Lowell
 Lane Community College
 Lane County
 Lane Education Service District
 Lowell Rural Fire Protection District
 Lowell School District 71
 Upper Willamette Soil & Water

****NOTE** Lane County Assessment and Taxation Tax Code Area & Taxing Districts reflect the current certified year. The **Billing Rate Document** may still reference the prior year's rates and details until we receive the current report from Lane County.

Data source: Lane County Assessment and Taxation

Sales & Ownership Changes

Sale Date	Sale Price	Doc #	Image	Analysis Code	Multiple Accts?	Grantor(s)	Grantee(s)
08/05/2011	\$75,000	2011-37361		8	No	U S Government	BJ Real Properties LLC

Data source: Lane County Assessment and Taxation



CAPITAL GROWTH
BUCHALTER

200-263-4588 | Kirk Forney, P.E.
 kforney@capitalgrowth.com



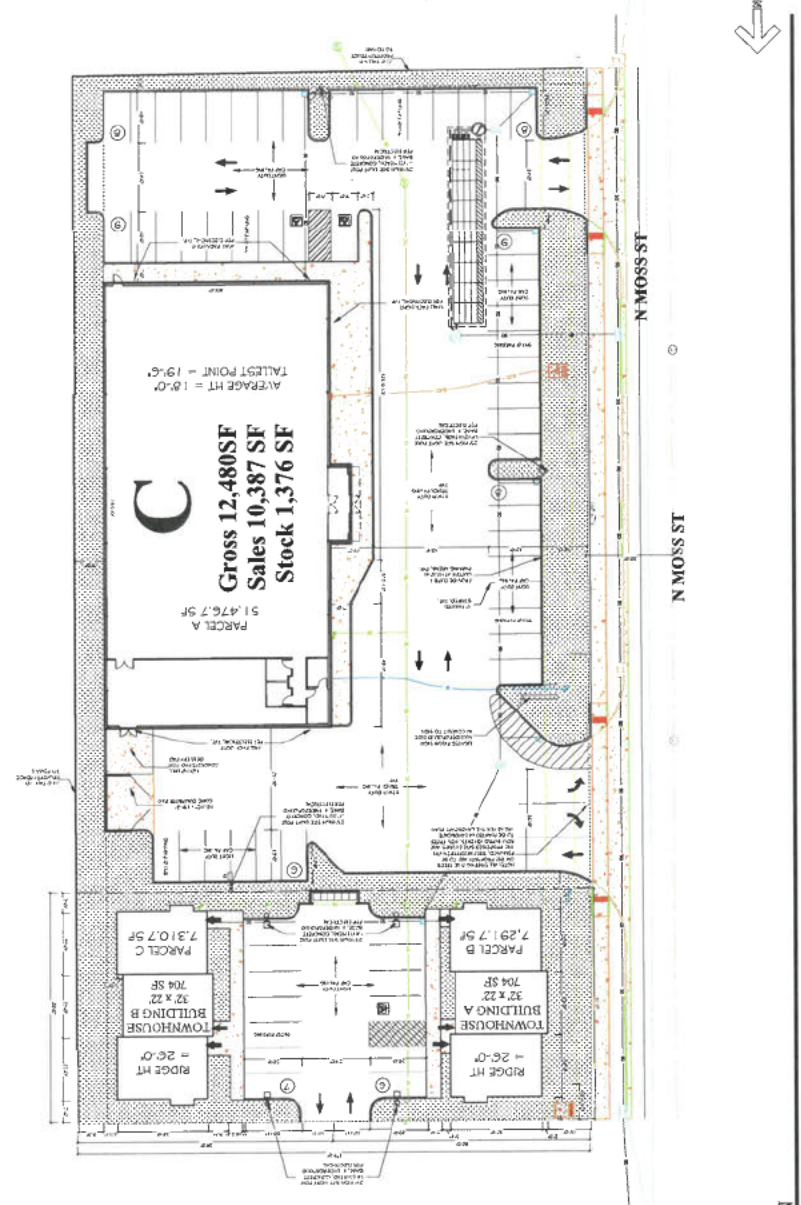
DOLLAR GENERAL
LOWELL OREGON

PROJECT LOCATION
 484570 N Main St, Lowell, OR 97632

NO.	DESCRIPTION	DATE

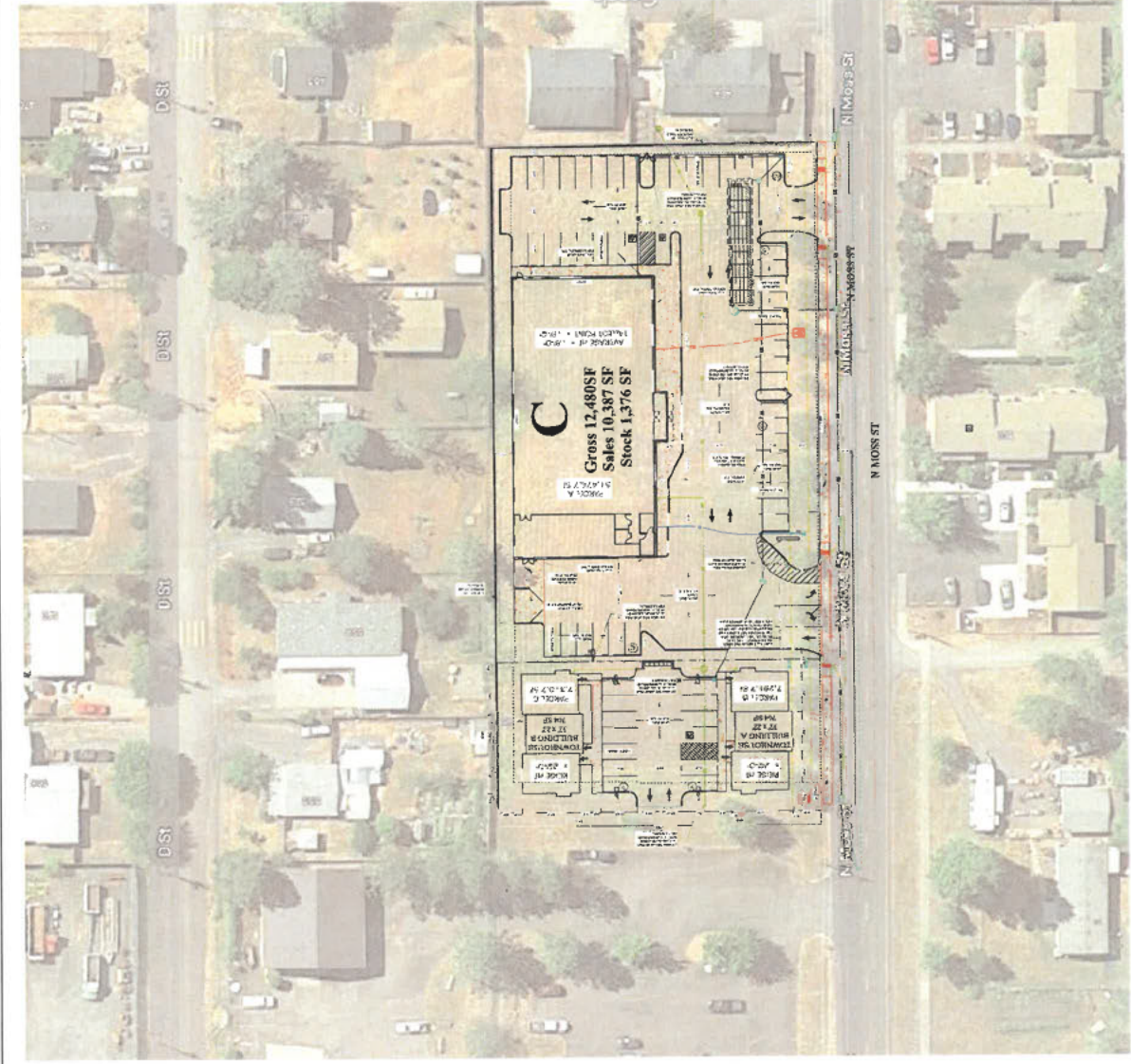
A0.1
 SITE PLAN
 SHEET

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SITE PLAN
 SCALE: 1" = 20'-0"

TO VERIFY SIZES, MEASUREMENTS SHOULD BE MADE ON THE ORIGINAL DRAWING.



AERIAL PLAN

SCALE: 1" = 30'-0"

FOR DIMENSIONS SEE ARCHITECTURAL DRAWINGS

<p>REGISTERED ARCHITECT - ARCHITECT OF RECORD 1014 Montgomery Street, Suite 100 Portland, Oregon 97202</p>		<p>REGISTERED ARCHITECT - ARCHITECT OF RECORD 1014 Montgomery Street, Suite 100 Portland, Oregon 97202</p>	
<p>CAPITAL GROWTH BUCHALTER</p>		<p>ARCHITECTURE OREGON</p>	
<p>255-243-4559 KIM FORMAN, P. E. kim@capitalgrowth.com</p>		<p>132 W. Main Street, Suite 101 Portland, Oregon 97201 503-641-7720 OREGONARCHITECTURE.BIZ</p>	
<p>PROJECT DESCRIPTION DOLLAR GENERAL LOWELL OREGON</p>		<p>PROJECT LOCATION 454570 N Moss St, Lowell, OR 97432</p>	
DATE:	10/20/20	SHEET:	A0.2
DESIGNED BY:		DATE:	
DRAWN BY:		DATE:	
CHECKED BY:		DATE:	
APPROVED BY:		DATE:	

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(541) 772-4372

132 WEST MAIN STREET, SUITE 101

MEDFORD, OREGON 97501

www.oregonarchitecture.biz

September 29, 2023

NARRATIVE:

The Contract owners of Tax Lot 1901113306502 are seeking to change the town of Lowell's General Use Plan for this site from public lands to commercial and residential use, and a zone change from PL (Public Lands) to C-1 (General Commercial) and R-3 (Multi-Family Residential) through the amendment process of the Comprehensive Plan.

Several years ago the Forest Service decided this parcel was excess property and no longer needed for the mission of the Service, and so sold it through a duly authorized procedure. The Contract Purchasers are seeking to subdivide this parcel into three separate lots, to rezone each lot appropriate to its use and to develop a tri-plex on each residential lot and a 12,480 square foot Dollar General on the commercial lot.

SECTION 9.253 AMENDMENT OF THE COMPREHENSIVE PLAN

DECISION CRITERIA

1. The proposed amendment does not conflict with the intent of the Comprehensive Plan.

RESPONSE: The Comprehensive Plan is meant to be a living document that reflects the goals and aspirations of the citizens of Lowell. One of the City's Goals is to maintain its viability as an attractive residential community with a local employment base. This particular parcel had been owned by the Forest Service and was once intended to be a location for an office for the Service (a commercial use, as defined by the Code). Times change, the US federal government's plans changed and the Forest Service found it no longer needed this parcel to accomplish their mission in the Lowell area. The property was subsequently put up for sale in a public auction and a local Developer purchased the property.

That Developer has now partnered with another development entity to fully develop the parcel in a mixed-use configuration, with a commercial venture that will meet the City's continued local employment goals and also support much needed housing within the City.

The new commercial venture will add 16 new jobs to the local economy. In addition, the commercial venture will be able to shoulder the lion's share of the development costs for the parcel, making the 6 new attached residential units (townhouses, specifically) possible in a market where it is nearly impossible to produce living units that can meet local market conditions.

2. *There is a need for the proposed amendment to comply with changing conditions, new laws or to correct deficiencies.*

RESPONSE: The Forest Service has greatly reduced its presence in Lowell in recent years, making this particular site surplus and no longer necessary for its ongoing operations. As part of the determination of this parcel as surplus, it was offered to other governmental agencies, including the State of Oregon, Lane County and the City of Lowell. All declined to accept the property.

The proposed amendment to the Comprehensive Plan seeks to modify the Plan to address this change in reality. As this site is within the town proper, repurposing this site will help address statewide planning goals 3 and 4, which seek to preserve agricultural and forest lands. It is also worth mentioning that the Developer purchased this property several years ago and has not been able to develop housing on it for economic reasons.

3. *The amendment will not have a significant adverse impact on adjacent properties.*

RESPONSE: The properties on all sides of this parcel are developed, so adding low density development within the town proper will have no negative impact on adjacent properties. The parcel is located on the main north/south roadway through the town, which has a mix of residential and commercial uses. The mix of proposed development on this parcel will mirror surrounding development. As access for this development will be from the main travel route, the additional development will not impact any other travel ways. A traffic study has been completed and submitted showing no additional mitigation is required for this development.

Further, this development will provide additional retail opportunities in the town for everyday necessities. That will reduce the need to drive to Eugene or Springfield to shop for those necessities.

4. *The amendment will not have a significant adverse impact on the air, water and land resources of the City.*

RESPONSE: The amendment will have no significant adverse impact on the air, water and land resources of the City. This particular site is not impacted by wetlands or flood plains. It has a gentle slope, so it will not impact any areas with steep slopes. Delivery truck traffic is regulated to a few trips per week, and drivers are instructed to shut down their engines while the trucks are stationary.

5. *The amendment will not have a significant adverse impact on public facilities, transportation, the economy, and the housing needs of the City.*

RESPONSE: This parcel was declared surplus by the federal government and not needed for its mission to serve the public in or near the town of Lowell. The land was first offered to other government agencies and bodies, all of whom declined to accept the property, which ultimately left it available for private development. The land has current zoning of PL, so a rezone is required no matter what the use.

This proposed change will not have a significant adverse impact on public facilities within the town of Lowell or Lane County. The County and the City already have adequate land for their purposes. The Traffic Study provided shows this development will not have a significant adverse impact on the local transportation system. This proposed change will, however, have a positive impact on both the economy of Lowell, where the proposed use will be providing 16

additional employment opportunities and additional local retail opportunities, and on available housing, where 6 new housing units are proposed. The developed sites will also provide additional property tax revenue to the City and the County.

6. *The amendment does not conflict with the intent of Statewide Planning Goals.*

RESPONSE: The following are the statewide planning goals and how this proposed change addresses them.

Goal 1 - Citizen Involvement: This change is proposed through citizen involvement in the land use process. The change has been proposed by citizens, and citizens have been given the opportunity to comment on this proposed change in zoning. This goal is met.

Goal 2 - Land Use Planning: This change is to the most appropriate use for this site. The site was previously offered to all government bodies at the federal, state and local level, and all declined an offer to accept the parcel, which leaves the only option as private development. The site is within the urbanized area of Lowell, so it makes perfect sense to have the site developed, rather than lie fallow. This goal is met.

Goal 3 - Agricultural Lands: This parcel is not currently cultivated. This goal is not applicable.

Goal 4 - Forest Lands: This parcel is not currently forested. This goal is not applicable.

Goal 5 - Natural Resources, Scenic and Historic Areas, and Open Spaces: This site had previously been reserved for development for a public agency. That agency no longer needed the property, and other government agencies declined to accept the site for their own purposes or open space. There are no scenic or historic areas within the site boundaries, and no significant natural resources. Developing this parcel will take pressure off developing other sites with more in the way of scenic or historic resources. This goal is met.

Goal 6 - Air, Water and Land Resources Quality: This parcel is within the urbanized area of the town of Lowell and fronts on the major traffic route through the area. It makes sense to develop or redevelop an existing parcel within the urbanized area to preserve land and water resources in other adjacent undeveloped areas. The parcel fronts a transportation route, so the additional development is mitigated by minimizing the distance to connect to an existing transportation route. This goal is met.

Goal 7 - Areas Subject to Natural Hazards: This area is not subject to natural hazards. This goal is not applicable.

Goal 8 - Recreational Needs: The recreational needs of the community are addressed and satisfied elsewhere. This goal is not applicable.

Goal 9 - Economic Development: This zone change will increase the available commercial area of the town, while at the same time buying down the land cost for needed housing on a portion of the site. The proposed development of the site will add additional retail opportunities in the community, as well as new employment within the community. This goal is met.

Goal 10 – Housing: This zone change, coming hand-in-hand with new commercial development, will make it possible to provide six units of much needed housing in this community. This goal is met.

Goal 11 - Public Facilities and Services: This change will allow the development of a parcel that is already served by public facilities, providing greater utilization of scarce public resources that are already in place, adequately sized and in good condition. It will maximize the efficiencies of existing public facilities. This goal is met.

Goal 12 – Transportation: This site abuts the major transit corridor through the community, and will take its access from it. A connection to existing infrastructure will be simple and direct, so no minor roads will be impacted by this development. This goal is met.

Goal 13 - Energy Conservation: Utilizing existing vacant land within the developed limits of the town conserves energy in construction and in transportation to and from the site. The commercial building will be constructed to meet the current Oregon Energy Codes, and the housing to meet the Residential Reach Code, so there will be efficiency in the buildings' construction and the day-to-day operations of the proposed business. This goal is met.

Goal 14 – Urbanization: The proposed zone change will put to good use currently vacant land within the urbanized area of the town of Lowell. This utilization will reduce the need to provide other commercial area elsewhere in the community, and will provide the opportunity to provide much needed housing, thereby increasing urbanization. This goal is met.

Goal 15 - Willamette River Greenway: This goal is not applicable.

Goal 16 - Estuarine Resources: This goal is not applicable.

Goal 17 - Coastal Shorelands: This goal is not applicable.

Goal 18 - Beaches and Dunes: This goal is not applicable.

Goal 19 - Ocean Resources: This goal is not applicable.

Technical Memorandum

September 22, 2022

Project# 27926.0

To: Shashi Bajracharya, Lane County Traffic Engineer
Lane County
3050 N Delta Highway
Eugene, OR 97408

From: Matt Bell, Matt Bell, Wayne Kittelson, P.E.

CC: Mark McKechnie, Oregon Architecture

RE: Lowell Dollar General - Traffic Impact Analysis

INTRODUCTION

Capital Growth Buchalter, Inc. is proposing to develop the 1.53-acre site located on the east side N Moss Street in Lowell, Oregon. Figure 1 illustrates the site vicinity map. The proposed develop plan includes a 12,480 square foot Dollar General and six multi-family residential homes. Access to the Dollar General will be provided by two new driveways on the east side of N Moss Street and access to the multi-family homes will be provided by an existing driveway to the north. Figure 2 illustrates the conceptual site plan. Construction of the proposed development is expected to occur in two phases. The phase 1 Dollar General is expected to begin in 2022 with full build-out and occupancy in 2023. The build-out year for the phase 2 multi-family homes is not known at this time but for the purposes of the study, will be assumed to occur in 2023 as well.

The results of this study indicate that the proposed development can be constructed while maintaining acceptable traffic operations at the site driveways, assuming provision of the recommended mitigation measures. The recommended mitigation measures include:

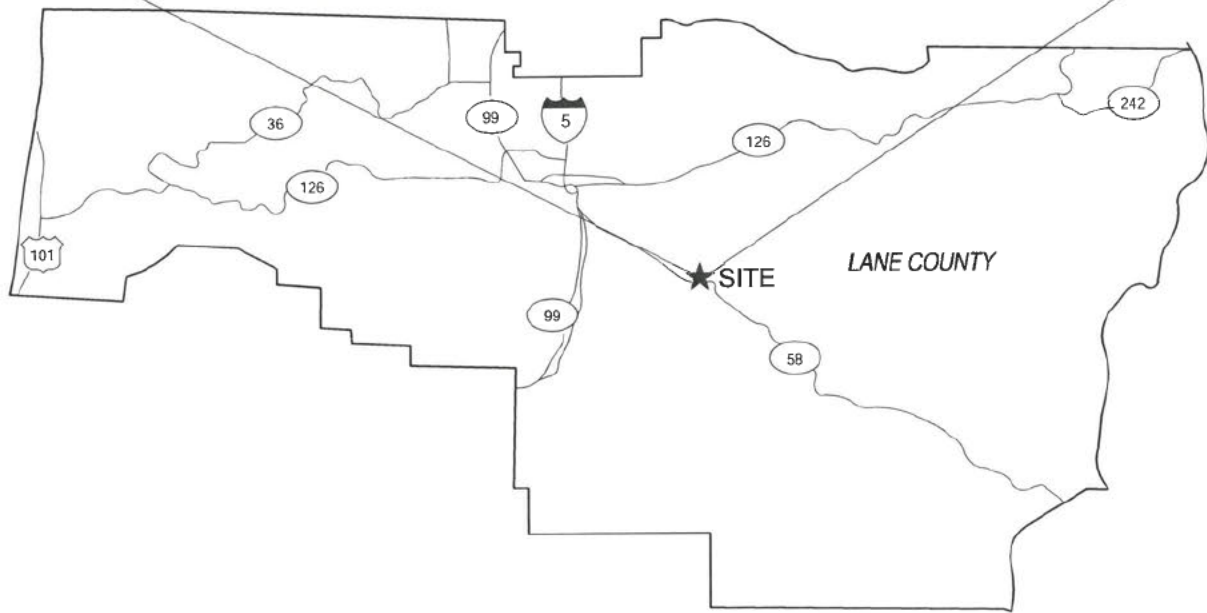
- Landscaping, above ground utilities, and signing should be located and maintained along the site frontage in a manner that preserves adequate intersection sight distance for turning movements onto N Moss Street.
- Provide sufficient right-of-way along the site frontage to accommodate the optimum pavement width per Lane County Road Standards.

Additional details of the study methodology, findings, and recommendations are provided herein.

Scope of the Report

This report documents the transportation-related impacts associated with the proposed development. The scope of this report was developed based on guidance provided by Lane County staff in their letter dated March 29, 2022. Per the letter, operational analyses were performed at the following site driveways:

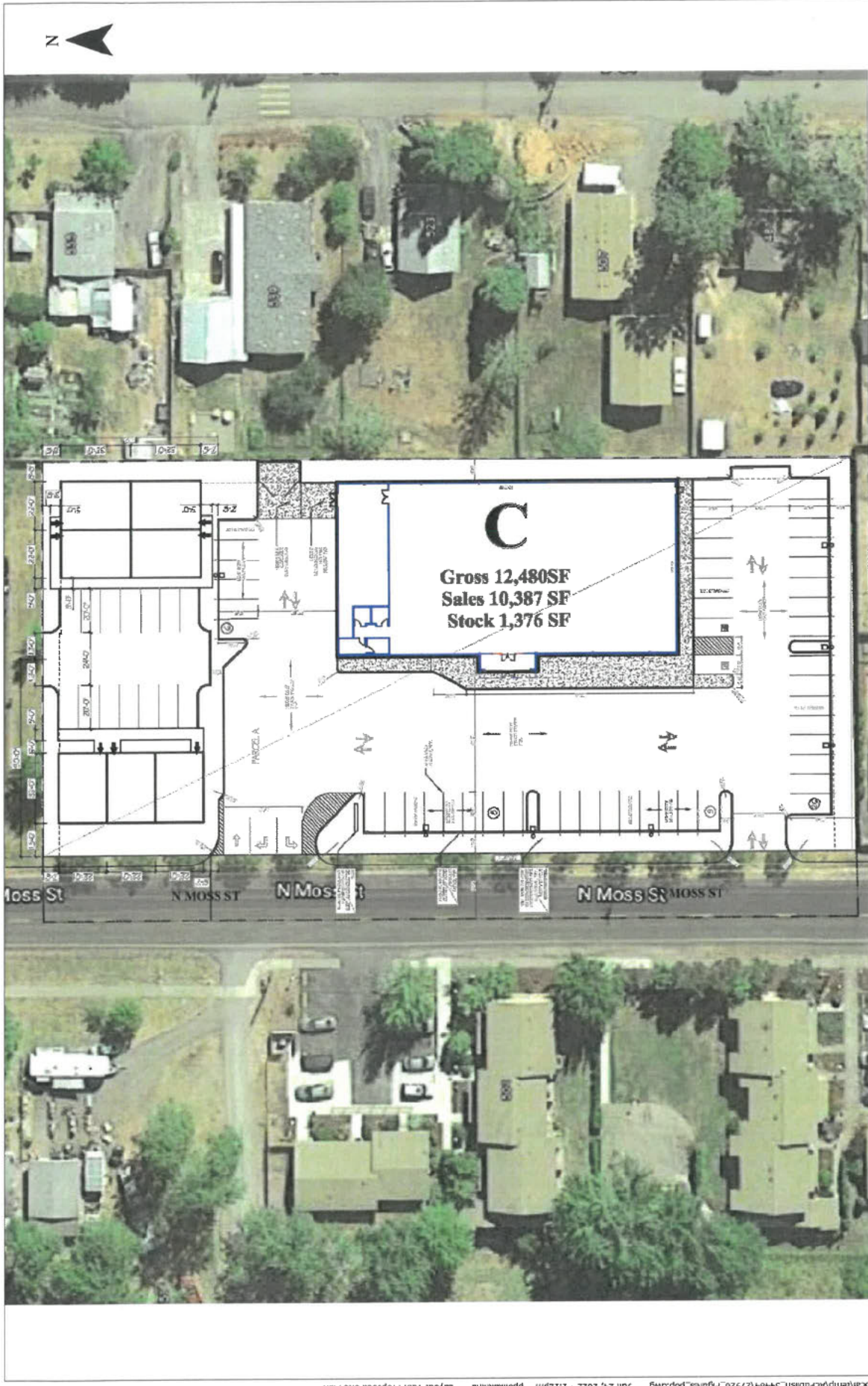
1. N Moss Street/North Driveway
2. N Moss Street/South Driveway



Site Vicinity Map
Lowell, Oregon

Figure
1

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Preliminary Site Plan
 Lowell, Oregon
 Figure 2

RECEIVED FROM _____ : (05/18/2022)



This report evaluates these transportation issues:

- Existing land-use and transportation-system conditions within the site vicinity during the weekday AM and PM peak hours;
- Year 2023 background traffic conditions within the site vicinity during the weekday AM and PM peak hours;
- Trip generation and distribution estimates for the proposed development;
- Year 2023 total traffic conditions (with full build-out of the proposed development) at the site driveways during the weekday AM and PM peak hours;
- Horizon year 2028 total traffic conditions (with full build-out of the proposed development) at the site driveways during the weekday AM and PM peak hours, and;
- On-site access and circulation

Operational Standards

Traffic operations at the site driveways were evaluated based on the operational standards identified in the Lane County Transportation System Plan (TSP, Reference 1). Per Table 6-6 of the TSP, two-way stop and yield controlled intersections inside the urban growth boundary (UGB) of an incorporated city must operate at level of service (LOS) E or better with a volume-to-capacity (v/c) ratio of 0.95 or lower during the average weekday peak hour.

Analysis Tools and Methodology

All analyses described in this report were performed in accordance with the procedures stated in the *Highway Capacity Manual, 6th Edition* (HCM, Reference 2). Synchro was used to conduct the analysis. Synchro is a software tool that provides operational analysis in accordance with HCM methodologies.

All analyses used the peak 15-minute flow rates that occurred during the weekday morning and evening peak hours. Using the peak 15-minute flow rates ensures that this analysis is based on a reasonable worst-case scenario.

EXISTING CONDITIONS

The existing conditions analysis identifies the site conditions and current physical and operational characteristics of roadways within the study area. These conditions will be compared with future conditions later in this report.

Site Conditions and Adjacent Land Uses

The proposed development site is located within the Lowell city limits and UGB, it is zoned Public Lands (PL), and it is undeveloped. Adjacent land uses include additional Public Lands (PL) to the north, Single-Family Residential (R1) to the east, and Multi-Family Residential (R3) to the south and west per the *City of Lowell Zoning District Map* (Reference 3).

Development of the proposed Dollar General and multi-family residential homes will require a zone change and comprehensive plan amendment from Public Lands (PL) to Commercial District (C1) and Multi-Family Residential (R-3). Per discussions with County staff, the traffic impact analysis does NOT need to address state or local approval criteria for the zone change or comprehensive plan amendment.

Transportation Facilities

Table 1 summarizes the characteristics of roadways within the site vicinity.

Table 1: Existing Transportation Facilities

Roadway	Functional Classification ¹	Number of Lanes	Posted Speed (mph)	Sidewalks	Bicycle Lanes	On-Street Parking
N Moss Street	Major Collector	2	35	Partial	No	No

¹ Per the Lane County Transportation System Plan (TSP – Reference 1)

Roadway Facilities

N Moss Street is located on the west side of the proposed development site. N Moss Street connects the site to N Shore Drive to the south and Place Road to the north. N Shore Drive connects N Moss Street to Pioneer Street which connects with OR 58 (Willamette Highway) to the south. OR 58 connects the site to several nearby communities including the City of Eugene to the northwest. Figure 3 illustrates the existing lane configurations and traffic control devices at the site driveways.

Pedestrian and Bicycle Facilities

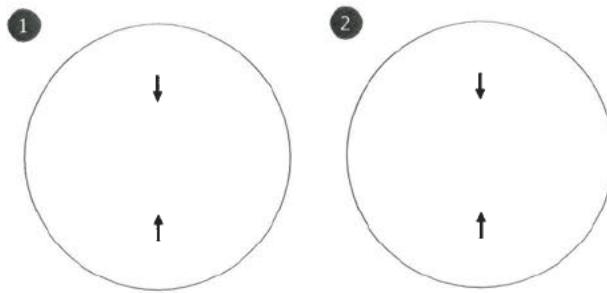
Continuous sidewalks are provided on the west side of N Moss Street and on the north and/or south sides of several side streets. Continuous shoulders are also provided on both sides of N Moss Street.

Transit Facilities

Local transit service is provided in the site vicinity by Lane Transit District (LTD). Route 92 – Lowell/LCC provides service between Eugene Station and Lowell via OR-58. Service is provided Monday through Saturday with one morning and evening trip departing from Eugene Station and two morning and one evening trip departing from Lowell. No service is provided on Sunday. The closest stop is located approximately ½ mile from the site at S Moss Street between Shore Line Drive and Main Street.

Traffic Volumes

Traffic counts were conducted on N Moss Street over a 24-hour period in June 2022. The counts were conducted on a typical mid-week day while local schools were in session. The morning and evening peak hours were found to occur from 7:15 to 8:15 AM and 3:00 to 4:00 PM, respectively. Figure 4 shows the existing traffic volumes at the site driveways during the weekday AM and PM peak hours. *Appendix "A" contains the traffic count worksheets.*

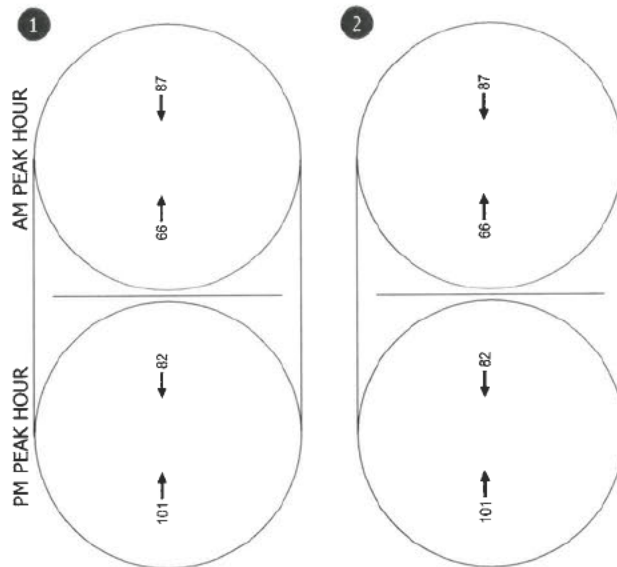


 - STOP SIGN
  - EXISTING LANE CONFIGURATION

Existing Lane Configurations
& Traffic Control Devices
Lowell, Oregon

Figure
3

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Existing Traffic Conditions
Weekday AM & PM Peak Hours
Lowell, Oregon

Figure
4

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Traffic Safety

The crash history of N Moss Street was reviewed to identify potential safety issues that could impact access to the proposed development. Based on data obtained from the Oregon Department of Transportation (ODOT) for the five-year period from January 1, 2016 through December 31, 2020, no crashes were reported on N Moss Street between 4th Street and 6th Street over the five-year period.

TRAFFIC IMPACT ANALYSIS

The traffic impact analysis identifies how the site driveways will operate in the year the proposed development is expected to be fully built, 2023. The impact of traffic generated by the proposed development was examined as follows:

- Developments and transportation improvements planned in the site vicinity were identified and reviewed in coordination with County staff.
- Year 2023 background traffic conditions were analyzed at the site driveways during weekday AM and PM peak hours.
- Site-generated trips were estimated for the proposed development.
- A trip distribution pattern was developed for the proposed development, and the site-generated trips were distributed to the study area roadways and assigned to the site driveways.
- Year 2023 total traffic conditions were analyzed at the site driveways during the weekday AM and PM peak hours, assuming full build-out and occupancy of the proposed development.
- Horizon year 2028 total traffic conditions were analyzed at the site driveways during the weekday AM and PM peak hours, assuming full build-out and occupancy of the proposed development.
- On-site circulation issues and site-access operations were evaluated.

Year 2023 Background Traffic Conditions

The year 2023 background traffic conditions analysis identifies how the site driveways will operate in the year the proposed development is expected to be complete. This analysis includes traffic attributed to planned developments and general growth in the region but does not include traffic from the proposed development.

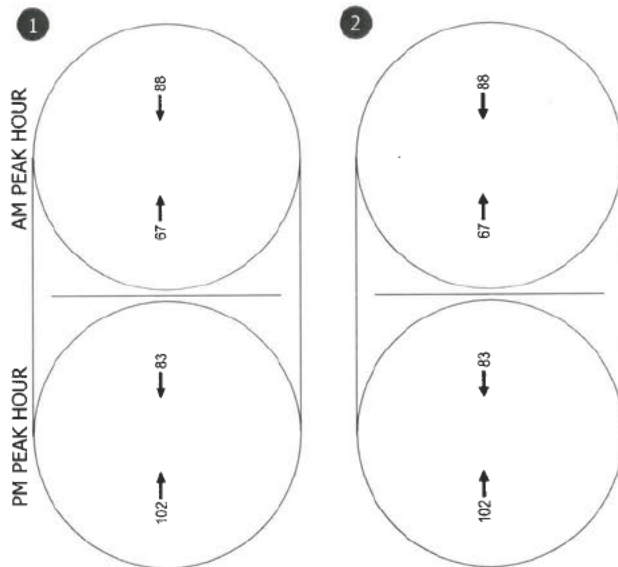
Planned Developments and Transportation Improvements

No planned developments or transportation improvements are expected to be complete within the site vicinity prior to full build-out and occupancy of the proposed development. However, sufficient right-of-way should be provided along the site frontage to accommodate the optimum pavement width per Lane County Road Standards.

Traffic Volumes

The growth rate used in this analysis was determined based on information provide in the Lane County TSP. Per the TSP, traffic volumes in Lowell are expected to increase by less than 1% per year throughout the planning horizon. Therefore, a 1% annual growth rate was used to provide a conservative analysis.

Ultimately, the year 2023 background traffic volumes were developed for N Moss Street by applying a 1% growth rate (1% per year for 1 year) to the existing traffic volumes shown in Figure 4. Figure 5 illustrates the year 2023 background traffic volumes during the weekday AM and PM peak hours.



Year 2023 Background Traffic Conditions
Weekday AM & PM Peak Hours
Lowell, Oregon

Figure
5

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Proposed Development Plan

The proposed development plan includes a 12,480 square-foot Dollar General and six multi-family residential homes. Access to the Dollar General will be provided by two new driveways on the east side of N Moss Street and access to the multi-family homes will be provided by an existing driveway to the north. Figure 6 illustrates the proposed lane configurations and traffic control devices at the site driveways. Construction of the proposed development is expected to occur in two phases. The phase 1 Dollar General is expected to begin in 2022 with full build-out and occupancy in 2023. The build-out year for the phase 2 multi-family homes is not known at this time but for the purposes of the study, will be assumed to occur in 2023 as well.

Trip Generation

A trip generation estimate was prepared for the proposed development based on information provided in the standard reference, *Trip General Manual, 11th Edition*, published by the Institute of Transportation Engineers (ITE, Reference 4). ITE land use code 814 (Variety Store) was used to represent the Dollar General and ITE land use code 215 (single-family attached housing) was used to represent the multi-family homes. Table 2 summarizes the estimates for the daily, weekday AM and weekday PM peak hours.

Table 2: Trip Generation Estimate

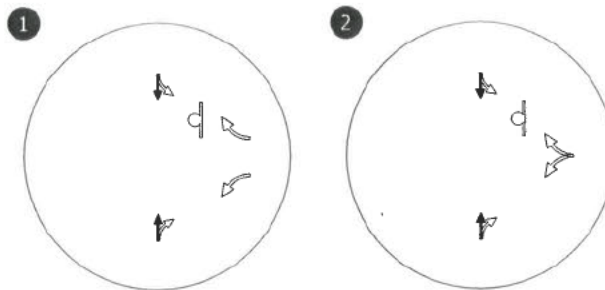
Land Use	ITE Code	Size	Daily Trips	Weekday AM Peak Hour			Weekday PM Peak Hour		
				Total	In	Out	Total	In	Out
Dollar General	814	12,480 sq ft	794	38	21	17	84	43	41
Multi-Family Homes	215	6 units	43	3	1	2	3	2	1
Total			837	41	22	19	87	45	42

Site Trip Distribution/Trip Assignment

The site-generated trips shown in Table 2 were distributed onto the study area roadways based on a review of existing traffic patterns and the location of major trip origins and destinations in the Lowell area. Figure 7 illustrates the estimated trip distribution pattern within the site vicinity and the assignment of site-generated trips at the site driveways.

Year 2023 Total Traffic Conditions

The year 2023 total traffic conditions analysis forecasts how the site driveways will operate with traffic generated by full build-out and occupancy of the proposed development. The year 2023 background traffic volumes shown in Figure 5 were added to the site-generated traffic shown in Figure 7 to arrive at the year 2023 total traffic volumes that are shown in Figure 8.

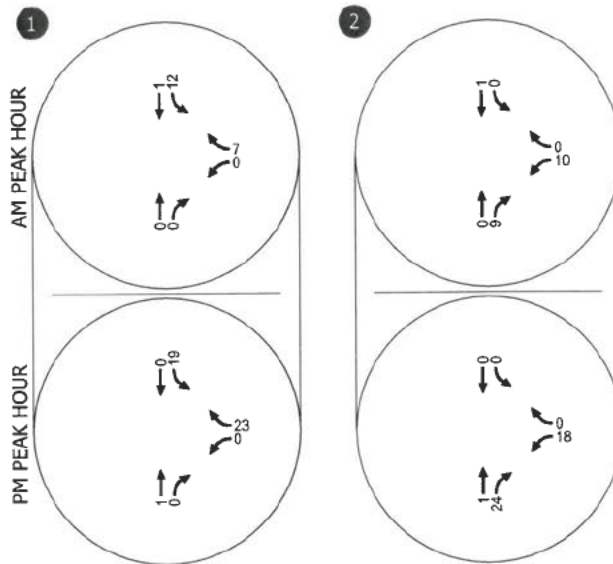


- ↩ - EXISTING LANE CONFIGURATION
- ↪ - PROPOSED LANE CONFIGURATION
- ⊘ - PROPOSED STOP SIGN

Proposed Lane Configurations
& Traffic Control Devices
Lowell, Oregon

Figure
6

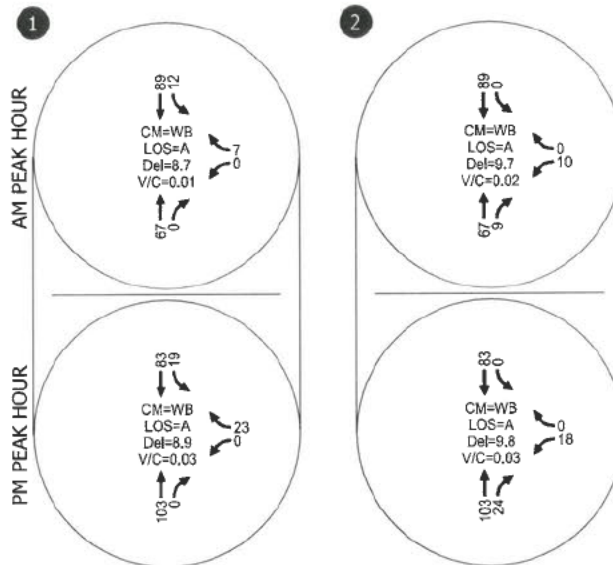
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- TRIP DISTRIBUTION (AM/PM)
 XX%

Estimated Trip Distribution Pattern and
 Site-Generated Trips
 Weekday AM & PM Peak Hours
 Lowell, Oregon

Figure
7



CM = CRITICAL MOVEMENT
 LOS = CRITICAL MOVEMENT LEVEL OF SERVICE
 Del = CRITICAL MOVEMENT CONTROL DELAY
 V/C = CRITICAL MOVEMENT VOLUME-TO-CAPACITY RATIO

Year 2023 Total Traffic Conditions
 Weekday AM & PM Peak Hours
 Lowell, Oregon

Figure
 8

Traffic Operations

The weekday AM and PM peak hour turning movement volumes shown in Figure 8 were used to conduct an operational analysis at the site driveways. Figure 8 summarizes the results of the year 2023 total traffic conditions analysis for the weekday AM and PM peak hours, respectively. As shown, the site driveways are expected to operate acceptably during the weekday AM and PM peak hours. *Appendix "B" contains the year 2023 total traffic conditions worksheets.*

Horizon Year 2028 Total Traffic Conditions

The horizon year 2028 total traffic conditions analysis forecasts how the study area's transportation system will operation five years beyond full build-out and occupancy of the proposed development. The horizon year 2028 total traffic volumes were developed by applying a 5% growth rate (1% per year for 5 years) to the existing traffic volumes shown in Figure 4 and by adding the site-generated traffic shown in Figure 7 to arrive at the horizon year 2028 total traffic volumes that are shown in Figure 9.

Traffic Operations

The weekday AM and PM peak hour turning movement volumes shown in Figure 9 were used to conduct an operational analysis at the site driveways. Figure 9 summarizes the results of the horizon year 2028 total traffic conditions analysis. As shown, the site driveways are forecast to operate acceptably during the weekday AM and PM peak hours. *Appendix "C" contains the horizon year 2028 total traffic conditions worksheets.*

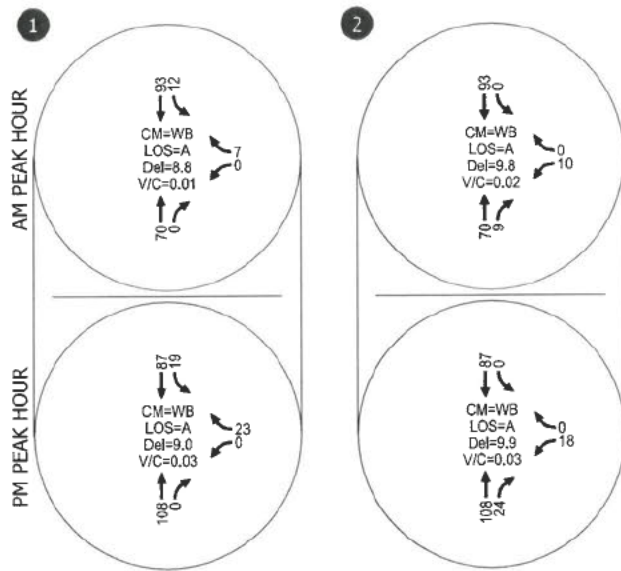
SITE-ACCESS OPERATIONS

As indicated above, access to the proposed Dollar General will be provided by two new driveways on the east side of N Moss Street and access to the proposed multi-family homes will be provided by an existing driveway to the north. Also indicated above, the two new driveways are expected to operate acceptably under year 2023 and horizon year 2028 total traffic conditions. The following summarizes additional information on site-access operations at the two new driveways.

Motor Vehicle Access

Motor vehicles are expected to use the two new driveways to access the site. The northernmost driveway is expected to be the primary point of access for vehicles traveling to/from the north, as well as for heavy vehicles (i.e., delivery trucks)¹. The southernmost driveway is expected to be the primary point of access for vehicles traveling to/from the south. The southernmost driveway will also serve to separate vehicle traffic from heavy vehicle traffic during deliveries, as well as improve access and circulation throughout the site. Based on the proposed configuration of the two new driveways, turning movement conflicts are expected to be minimal.

¹ Additional information on heavy vehicle traffic (i.e., delivery trucks), including the frequency of deliveries, the types of delivery trucks, truck turning templates at the northernmost driveway, and potential strategies to ensure safe delivery operations is provided under separate cover.



CM = CRITICAL MOVEMENT
 LOS = CRITICAL MOVEMENT LEVEL OF SERVICE
 Del = CRITICAL MOVEMENT CONTROL DELAY
 V/C = CRITICAL MOVEMENT VOLUME-TO-CAPACITY RATIO

Horizon Year 2028 Total Traffic Conditions
 Weekday AM & PM Peak Hours
 Lowell, Oregon

Figure
 9

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Queuing Analysis

A queuing analysis was conducted at the site driveways under year 2023 and horizon year 2028 total traffic conditions. Table 3 summarizes the results of the analysis and identifies 95th percentile queues for each movement. The 95th percentile queues are rounded to the nearest 25-feet, or one vehicle length. As shown below, motor vehicle queues are not expected to occur on N Moss Street.

Table 3: Queuing Analysis

Driveway	Approach	Movement	Year 2023 Total Traffic Conditions		Year 2028 Total Traffic Conditions	
			AM	PM	AM	PM
N Moss Street/ North Driveway	Northbound	Thru/Right	0	0	0	0
	Southbound	Thru/Left	0	0	0	0
	Westbound	Right	<25 ft	<25 ft	<25 ft	<25 ft
		Left	<25 ft	<25 ft	<25 ft	<25 ft
N Moss Street/ South Driveway	Northbound	Thru/Right	0	0	0	0
	Southbound	Thru/Left	0	0	0	0
	Westbound	Left/Right	<25 ft	<25 ft	<25 ft	<25 ft

Turn Lane Analysis

The need for southbound left-turn and northbound right-turn lanes was evaluated at the site driveways based on the turn lane criteria provided in the ODOT analysis procedures manual (APM, Reference 5). Based on the criteria, year 2023 and horizon year 2028 total traffic volumes are not expected to meet the minimum thresholds to require separate left- or right-turn lanes at the site driveways. Appendix "D" contains the left- and right-turn lane warrant worksheets.

Sight-Distance Evaluation

Sight distance requirements were determined for the site driveways based on 85th percentile speeds along N Moss Street and information in the American Association of State Highway and Transportation Officials (AASHTO) publication, *A Policy on the Geometric Design of Highways and Streets* (a.k.a. "The Greenbook"). The traffic counts indicate that the 85th percentile speed along N Moss Street is approximately 44 miles per hour (mph). According to AASHTO, the minimum intersection site distance at the site driveways is approximately 485 feet and the minimum stopping site distance along N Moss Street is 347 feet.

N Moss Street is relatively flat and straight with the site vicinity and there are no vertical or horizontal curves, vegetation, or other impediments that limit sight distance. Therefore, sight distance at the proposed driveways is expected to be sufficient. Landscaping, above ground utilities, and signing should be located and maintained along the site frontage in a manner that preserves adequate sight distance for turning movements onto N Moss Street.

Access Spacing

Per the Lane County TSP, the minimum private access spacing standards on N Moss Street (a major collector with a posted speed limit of 35 mph) is 220 feet. As indicated by the preliminary site plan shown in Figure 2, the proposed site driveways are spaced at approximately 225 feet (measured centerline to centerline). Therefore, the site driveways meet Lane County access spacing standards.

Based on the site-access operations information provided above, the two new driveways are expected to operate safely and efficiently. Therefore, no further mitigation measures are recommended in conjunction with the proposed Dollar general.

PEDESTRIAN ACCESS

National Cooperative Highway Research Program (NCHRP) Report 562 *Improving Pedestrian Safety at Unsignalized Crossings* (Reference 6) provides a methodology for determining the need for enhanced pedestrian crossings² based on a variety of factors, including traffic volumes, travel speeds, and pedestrian crossing activity. According to the methodology, a minimum of 14 pedestrian crossings are needed during the peak hour to support an enhanced pedestrian crossing along a facility with either a posted speed or an 85th percentile speed equal to or above 35 mph, such as N Moss Street.

Pedestrian crossing counts were conducted along N Moss Street adjacent to the proposed development site to assess the need for an enhanced pedestrian crossing. The counts were conducted on a typical midweek day in September 2022 during the morning (7:00 to 9:00 AM) and evening (4:00 to 6:00 PM) peak time periods. No pedestrians were observed to cross N Moss Street during any of the four hours when data was collected. Therefore, an enhanced pedestrian crossing is not supported by the NCHRP methodology under existing conditions.

Pedestrian crossings may increase within the site vicinity over time as development occurs and as additional pedestrian infrastructure is constructed (for example, sidewalks on the east side of Moss Street, crosswalks at the intersections with 2nd and 4th, etc.). Today, however, there are relatively few existing land uses on the west side of N Moss Street within the site vicinity as compared to the east side, and the few that do exist are not expected to generate enough pedestrian crossings during the peak hour to support an enhanced pedestrian crossing in the immediate vicinity of the proposed Dollar General store; this is because approximately half of the homes on the west side of N Moss Street would need to generate a pedestrian trip during the same peak hour on a day-after-day basis to establish the need for such a crossing).

Based on the pedestrian counts and an assessment of existing land uses within the site vicinity, an enhanced pedestrian crossing is not recommended on conjunction with the proposed Dollar General store. However, the County should continue to monitor pedestrian crossing activity and consider installing an enhanced pedestrian crossing when additional connecting pedestrian infrastructure has been installed nearby and when pedestrian activity in the immediate vicinity increases to a level necessary to support one.

² An example of an enhanced pedestrian crossing is a crossing with high visibility crosswalk pavement markings and signs with flashing beacons.

FINDINGS AND RECOMMENDATIONS

The results of this study indicate that the proposed development can be constructed while maintaining acceptable traffic operations at the site driveways. Key findings of this analysis and our recommendations are discussed below.

Findings

- The site driveways are expected to operate acceptably with the proposed development.
- A review of historical crash data did not reveal any trends or patterns in the site vicinity.
- Vehicle queues are expected to be less than one vehicle entering and exiting the site.
- Separate left and right turn lanes are not warranted at the site driveways.
- Site distance is expected to be sufficient at the site driveways.
- The site driveways meet Lane County's access spacing standards.
- The provision of two driveways will separate vehicle traffic from heavy vehicle traffic and improve access and circulation throughout the site.
- Based on the proposed configuration of the two driveways, turning movement conflicts are expected to be minimal.

Recommendations

- Landscaping, above ground utilities, and signing should be located and maintained along the site frontage in a manner that preserves adequate intersection sight distance for turning movements onto N Moss Street.
- Provide sufficient right-of-way along the site frontage to accommodate the optimum pavement width per Lane County Road Standards.

REFERENCES

1. Lane County. *Lane County Transportation System Plan*.
2. Transportation Research Board. *Highway Capacity Manual*, 6th Edition. 2016.
3. City of Lowell. *City of Lowell Zoning District Map*. 2012.
4. Institute of Transportation Engineers. *Trip Generation Manual*, 11th Edition. September 2017.
5. Oregon Department of Transportation (ODOT). *Analysis Procedures Manual*, Version 2. June 2022.
6. The National Cooperative Highway Research Program (NCHRP). *Report 562 Improving Pedestrian Safety at Unsignalized Crossings*. 2006.

APPENDIX

- A. Traffic Counts
- B. Year 2023 Total Traffic Conditions Worksheets
- C. Horizon Year 2028 Total Traffic Conditions Worksheets
- D. Turn Lane Warrants

Appendix A
Traffic Counts

Type of report: Tube Count - Volume Data

LOCATION: N Moss Street south of E 6th St

SPECIFIC LOCATION:

CITY/STATE: Lowell, OR

QC JOB #: 15840001

DIRECTION: NB, SB

DATE: Jun 9 2022 - Jun 9 2022

Start Time	Mon	Tue	Wed	Thu	Fri	Average Weekday Hourly Traffic	Sat	Sun	Average Week Hourly Traffic	Average Week Profile
12:00 AM				7		7			7	
01:00 AM				2		2			2	
02:00 AM				2		2			2	
03:00 AM				8		8			8	
04:00 AM				13		13			13	
05:00 AM				29		29			29	
06:00 AM				58		58			58	
07:00 AM				123		123			123	
08:00 AM				92		92			92	
09:00 AM				75		75			75	
10:00 AM				71		71			71	
11:00 AM				103		103			103	
12:00 PM				153		153			153	
01:00 PM				98		98			98	
02:00 PM				116		116			116	
03:00 PM				183		183			183	
04:00 PM				148		148			148	
05:00 PM				114		114			114	
06:00 PM				108		108			108	
07:00 PM				65		65			65	
08:00 PM				87		87			87	
09:00 PM				34		34			34	
10:00 PM				15		15			15	
11:00 PM				12		12			12	
Day Total				1716		1716			1716	
% Weekday Average				100%		100%				
% Week Average				100%		100%				
AM Peak Volume				7:00 AM 123		7:00 AM 123			7:00 AM 123	
PM Peak Volume				3:00 PM 183		3:00 PM 183			3:00 PM 183	

Comments:

Report generated on 6/13/2022 4:23 PM

SOURCE: Quality Counts, LLC (<http://www.qualitycounts.net>)

Type of report: Tube Count - Speed Data

LOCATION: N Moss Street south of E 6th St

SPECIFIC LOCATION:

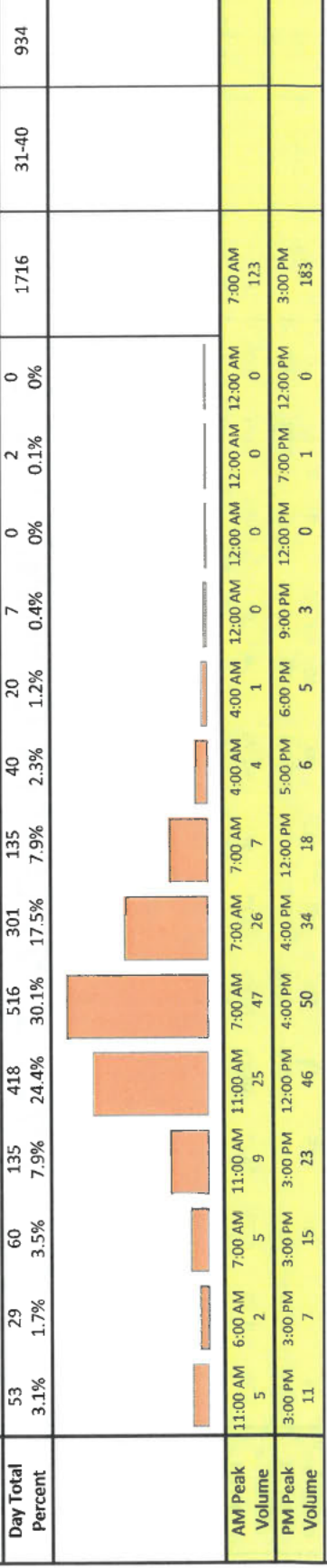
CITY/STATE: Lowell, OR

QC JOB #: 15840001

DIRECTION: NB, SB

DATE: Jun 9 2022

Start Time	15	16	20	21	25	26	30	31	35	36	40	41	45	46	50	51	55	56	60	61	65	66	70	71	75	76	999	Total	Pace Speed	Number in Pace
12:00 AM	0	0	0	0	0	0	0	3	3	3	3	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	7	31-40	6
01:00 AM	0	0	0	0	0	0	0	1	1	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2	31-40	2	
02:00 AM	0	0	0	0	0	0	0	1	1	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2	26-35	1	
03:00 AM	0	1	2	0	0	1	1	1	1	1	1	1	1	2	0	0	0	0	0	0	0	0	0	0	0	0	8	16-25	3	
04:00 AM	0	0	0	0	0	1	3	3	3	1	1	0	0	3	4	1	0	0	1	0	0	0	0	0	0	0	13	46-55	7	
05:00 AM	0	0	0	1	4	7	8	7	8	8	8	6	6	1	1	2	0	0	0	0	0	0	0	0	0	0	29	31-40	15	
06:00 AM	2	2	4	6	6	12	14	14	12	14	14	9	9	6	6	3	0	0	0	0	0	0	0	0	0	0	58	31-40	26	
07:00 AM	1	1	5	8	8	24	47	26	24	47	26	26	18	7	7	4	0	0	0	0	0	0	0	0	0	123	36-45	73		
08:00 AM	3	1	1	1	2	2	3	3	2	3	3	2	2	3	2	1	0	0	0	0	0	0	0	0	0	92	31-40	57		
09:00 AM	2	1	1	5	8	20	22	20	20	22	12	12	12	3	2	2	0	0	0	0	0	0	0	0	0	75	31-40	42		
10:00 AM	1	2	2	2	6	24	14	24	24	14	14	15	15	6	6	1	0	0	0	0	0	0	0	0	0	71	31-40	38		
11:00 AM	5	1	3	3	9	25	34	25	25	34	19	19	19	6	6	1	0	0	0	0	0	0	0	0	0	103	31-40	59		
12:00 PM	4	3	3	12	13	46	42	46	46	42	42	25	25	18	18	0	0	0	0	0	0	0	0	0	0	153	31-40	88		
01:00 PM	2	2	3	3	13	26	34	26	26	34	12	12	12	5	5	1	0	0	0	0	0	0	0	0	0	98	31-40	60		
02:00 PM	4	5	2	6	6	30	37	30	30	37	22	22	22	6	6	2	1	1	1	1	1	0	0	0	0	116	31-40	67		
03:00 PM	11	7	15	23	15	40	47	40	40	47	31	31	31	8	8	1	0	0	0	0	0	0	0	0	0	183	31-40	87		
04:00 PM	5	0	0	5	7	28	50	28	28	50	34	34	34	18	18	3	4	4	4	1	1	0	0	0	0	148	36-45	84		
05:00 PM	2	1	3	7	25	38	38	25	25	38	15	15	15	15	15	6	2	2	2	0	0	0	0	0	0	114	31-40	63		
06:00 PM	3	1	3	8	24	33	33	24	24	33	22	22	22	7	7	2	2	5	5	0	0	0	0	0	0	108	31-40	57		
07:00 PM	2	0	1	3	10	14	25	14	14	25	10	10	10	4	4	1	2	2	2	2	2	0	0	0	0	65	31-40	39		
08:00 PM	4	0	0	6	6	24	25	24	24	25	15	15	15	6	6	0	0	1	0	0	0	0	0	0	0	87	31-40	49		
09:00 PM	1	1	1	0	5	11	3	11	11	3	2	2	2	3	3	4	0	0	0	0	3	0	0	0	1	34	26-35	16		
10:00 PM	0	0	0	1	1	3	3	3	3	3	3	3	3	4	4	0	0	0	0	0	0	0	0	0	0	15	41-50	7		
11:00 PM	1	0	0	2	2	2	1	2	2	1	2	2	2	0	0	2	2	2	2	0	0	0	0	0	0	12	26-35	4		
Day Total	53	29	60	135	135	418	516	301	418	516	301	301	301	135	135	40	20	20	7	7	0	0	0	2	2	1716	31-40	934		
Percent	3.1%	1.7%	3.5%	7.9%	7.9%	24.4%	30.1%	17.5%	24.4%	30.1%	17.5%	17.5%	17.5%	7.9%	7.9%	2.3%	1.2%	1.2%	0.4%	0.4%	0%	0%	0%	0.1%	0%	0%				



Comments:

Report generated on 6/13/2022 4:23 PM

SOURCE: Quality Counts, LLC (<http://www.qualitycounts.net>)

SUMMARY - Tube Count - Speed Data

Type of report: Tube Count - Speed Data
 LOCATION: N Moss Street south of E 6th St
 SPECIFIC LOCATION:
 CITY/STATE: Lowell, OR

QC JOB #: 15840001
 DIRECTION: NB, SB
 DATE: Jun 9 2022

Speed Range	15	16	20	21	25	26	30	31	35	36	40	41	45	46	50	51	55	56	60	61	65	66	70	71	75	76	999	Total	Pace Speed	Number in Pace
Grand Total	53	29	1.7%	60	135	7.9%	418	24.4%	30.1%	516	30.1%	301	17.5%	135	7.9%	40	2.3%	20	1.2%	7	0.4%	0	0	2	0.1%	0	1716	31-40	934	
Cumulative Percent	3.1%	4.8%	8.3%	16.1%	40.5%	70.6%	88.1%	96%	98.3%	99.5%	99.9%	99.9%	99.9%	99.9%	99.9%	99.9%	99.9%	99.9%	99.9%	99.9%	99.9%	99.9%	99.9%	99.9%	99.9%	100%				



85th Percentile: 44 MPH
 Mean Speed(Average): 36 MPH
 Median: 36 MPH
 Mode: 38 MPH

ADT
1716

Comments:

Report generated on 6/13/2022 4:23 PM

SOURCE: Quality Counts, LLC (<http://www.qualitycounts.net>)

Type of report: Tube Count - Vehicle Classification Data

LOCATION: N Moss Street south of E 6th St

SPECIFIC LOCATION:

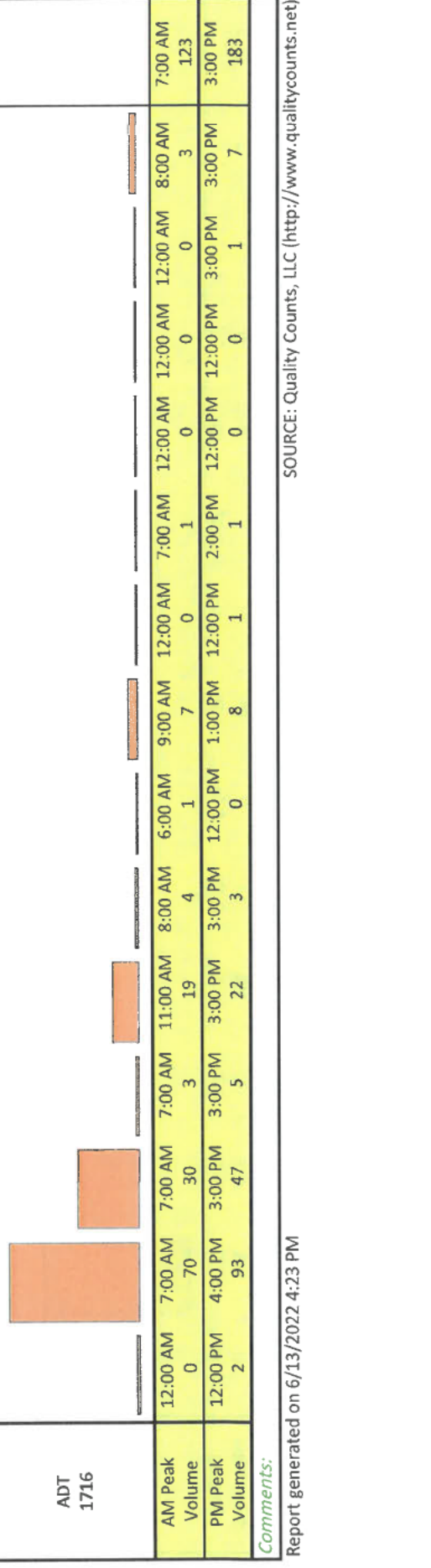
CITY/STATE: Lowell, OR

QC JOB #: 15840001

DIRECTION: NB, SB

DATE: Jun 9 2022

Start Time	Motorcycles	Cars & Trailer	2 Axle Long	Buses	2 Axle Tire	3 Axle Single	4 Axle Single	<5 Axle Double	5 Axle Double	>6 Axle Double	<6 Axle Multi	6 Axle Multi	>6 Axle Multi	Not Classified	Total
12:00 AM	0	4	1	0	2	0	0	0	0	0	0	0	0	0	7
01:00 AM	0	1	0	0	1	0	0	0	0	0	0	0	0	0	2
02:00 AM	0	1	0	0	1	0	0	0	0	0	0	0	0	0	2
03:00 AM	0	3	3	1	1	0	0	0	0	0	0	0	0	0	8
04:00 AM	0	5	2	0	6	0	0	0	0	0	0	0	0	0	13
05:00 AM	0	16	8	0	4	0	0	1	0	0	0	0	0	0	29
06:00 AM	0	23	16	1	12	0	1	3	0	0	0	0	0	2	58
07:00 AM	0	70	30	3	13	1	0	5	0	1	0	0	0	0	123
08:00 AM	0	48	24	0	7	4	0	6	0	0	0	0	0	3	92
09:00 AM	0	37	24	0	5	0	1	7	0	0	0	0	0	1	75
10:00 AM	0	34	20	0	15	0	0	2	0	0	0	0	0	0	71
11:00 AM	0	51	23	0	19	2	0	5	0	0	0	0	0	3	103
12:00 PM	2	78	41	0	20	1	0	7	1	0	0	0	0	3	153
01:00 PM	0	48	31	1	7	2	0	8	0	0	0	0	0	1	98
02:00 PM	0	59	33	1	13	0	0	6	0	1	0	0	0	3	116
03:00 PM	2	89	47	5	22	3	0	6	1	0	0	0	1	7	183
04:00 PM	2	93	36	0	8	0	0	4	0	0	0	0	0	5	148
05:00 PM	1	74	26	0	10	0	0	1	0	0	0	0	0	2	114
06:00 PM	2	72	21	0	7	0	0	3	0	0	0	0	0	3	108
07:00 PM	1	40	21	0	1	0	0	0	0	0	0	0	0	2	65
08:00 PM	0	60	16	0	6	0	0	1	0	0	0	0	0	4	87
09:00 PM	0	23	9	0	1	0	0	0	0	0	0	0	0	1	34
10:00 PM	0	11	2	0	2	0	0	0	0	0	0	0	0	0	15
11:00 PM	0	8	2	0	1	0	0	0	0	0	0	0	0	1	12
Day Total	10	948	436	12	184	13	2	65	2	2	0	0	1	41	1716
Percent	0.6%	55.2%	25.4%	0.7%	10.7%	0.8%	0.1%	3.8%	0.1%	0.1%	0%	0%	0.1%	2.4%	



Comments:

Report generated on 6/13/2022 4:23 PM

SOURCE: Quality Counts, LLC (<http://www.qualitycounts.net>)

SUMMARY - Tube Count - Vehicle Classification Data

Type of report: Tube Count - Vehicle Classification Data
 LOCATION: N Moss Street south of E 6th St
 CITY/STATE: Lowell, OR
 QC JOB #: 15840001
 DIRECTION: NB, SB
 DATE: Jun 9 2022

	Motorcycles	Cars & Trailer	2 Axle Long	Buses	2 Axle 6 Tire	3 Axle Single	4 Axle Single	<5 Axle Double	5 Axle Double	>6 Axle Double	<6 Axle Multi	6 Axle Multi	>6 Axle Multi	Not Classified	Total
Grand Total	10	948	436	12	184	13	2	65	2	2	0	0	1	41	1716
Percent	0.6%	55.2%	25.4%	0.7%	10.7%	0.8%	0.1%	3.8%	0.1%	0.1%	0%	0%	0.1%	2.4%	

ADT 1716

Comments:

Report generated on 6/13/2022 4:23 PM

SOURCE: Quality Counts, LLC (<http://www.qualitycounts.net>)

Appendix B
Year 2023 Total Traffic Conditions
Worksheets

HCM 6th TWSC
1: N Moss Street & Driveway 1

06/16/2022

Intersection						
Int Delay, s/veh	0.9					
Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations	↖	↗	↖			↗
Traffic Vol, veh/h	0	7	67	0	12	89
Future Vol, veh/h	0	7	67	0	12	89
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	0	-	-	-	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	74	74	74	74	74	74
Heavy Vehicles, %	0	0	50	0	0	39
Mvmt Flow	0	9	91	0	16	120

Major/Minor	Minor1	Major1	Major2			
Conflicting Flow All	243	91	0	0	91	0
Stage 1	91	-	-	-	-	-
Stage 2	152	-	-	-	-	-
Critical Hdwy	6.4	6.2	-	-	4.1	-
Critical Hdwy Stg 1	5.4	-	-	-	-	-
Critical Hdwy Stg 2	5.4	-	-	-	-	-
Follow-up Hdwy	3.5	3.3	-	-	2.2	-
Pot Cap-1 Maneuver	750	972	-	-	1517	-
Stage 1	938	-	-	-	-	-
Stage 2	881	-	-	-	-	-
Platoon blocked, %			-	-		-
Mov Cap-1 Maneuver	742	972	-	-	1517	-
Mov Cap-2 Maneuver	742	-	-	-	-	-
Stage 1	938	-	-	-	-	-
Stage 2	871	-	-	-	-	-

Approach	WB	NB	SB
HCM Control Delay, s	8.7	0	0.9
HCM LOS	A		

Minor Lane/Major Mvmt	NBT	NBR	WBLn1	WBLn2	SBL	SBT
Capacity (veh/h)	-	-	-	972	1517	-
HCM Lane V/C Ratio	-	-	-	0.01	0.011	-
HCM Control Delay (s)	-	-	0	8.7	7.4	0
HCM Lane LOS	-	-	A	A	A	A
HCM 95th %tile Q(veh)	-	-	-	0	0	-

HCM 6th TWSC
2: N Moss Street & Driveway 2

06/16/2022

Intersection						
Int Delay, s/veh	0.6					
Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations	W		T			T
Traffic Vol, veh/h	10	0	67	9	0	89
Future Vol, veh/h	10	0	67	9	0	89
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	74	74	74	74	74	74
Heavy Vehicles, %	0	0	50	0	0	39
Mvmt Flow	14	0	91	12	0	120

Major/Minor	Minor1	Major1	Major2		
Conflicting Flow All	217	97	0	0	103
Stage 1	97	-	-	-	-
Stage 2	120	-	-	-	-
Critical Hdwy	6.4	6.2	-	-	4.1
Critical Hdwy Stg 1	5.4	-	-	-	-
Critical Hdwy Stg 2	5.4	-	-	-	-
Follow-up Hdwy	3.5	3.3	-	-	2.2
Pot Cap-1 Maneuver	776	965	-	-	1502
Stage 1	932	-	-	-	-
Stage 2	910	-	-	-	-
Platoon blocked, %			-	-	-
Mov Cap-1 Maneuver	776	965	-	-	1502
Mov Cap-2 Maneuver	776	-	-	-	-
Stage 1	932	-	-	-	-
Stage 2	910	-	-	-	-

Approach	WB	NB	SB
HCM Control Delay, s	9.7	0	0
HCM LOS	A		

Minor Lane/Major Mvmt	NBT	NBRWBLn1	SBL	SBT
Capacity (veh/h)	-	-	776	1502
HCM Lane V/C Ratio	-	-	0.017	-
HCM Control Delay (s)	-	-	9.7	0
HCM Lane LOS	-	-	A	A
HCM 95th %tile Q(veh)	-	-	0.1	0

HCM 6th TWSC
1: N Moss Street & Driveway 1

06/16/2022

Intersection						
Int Delay, s/veh	1.5					
Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations	↖	↗	↘			↙
Traffic Vol, veh/h	0	23	103	0	19	83
Future Vol, veh/h	0	23	103	0	19	83
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	0	-	-	-	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	88	88	88	88	88	88
Heavy Vehicles, %	0	0	36	0	0	60
Mvmt Flow	0	26	117	0	22	94

Major/Minor	Minor1	Major1	Major2			
Conflicting Flow All	255	117	0	0	117	0
Stage 1	117	-	-	-	-	-
Stage 2	138	-	-	-	-	-
Critical Hdwy	6.4	6.2	-	-	4.1	-
Critical Hdwy Stg 1	5.4	-	-	-	-	-
Critical Hdwy Stg 2	5.4	-	-	-	-	-
Follow-up Hdwy	3.5	3.3	-	-	2.2	-
Pot Cap-1 Maneuver	738	941	-	-	1484	-
Stage 1	913	-	-	-	-	-
Stage 2	894	-	-	-	-	-
Platoon blocked, %			-	-		-
Mov Cap-1 Maneuver	726	941	-	-	1484	-
Mov Cap-2 Maneuver	726	-	-	-	-	-
Stage 1	913	-	-	-	-	-
Stage 2	880	-	-	-	-	-

Approach	WB	NB	SB
HCM Control Delay, s	8.9	0	1.4
HCM LOS	A		

Minor Lane/Major Mvmt	NBT	NBRWBLn1	WBLn2	SBL	SBT	
Capacity (veh/h)	-	-	-	941	1484	-
HCM Lane V/C Ratio	-	-	-	0.028	0.015	-
HCM Control Delay (s)	-	-	0	8.9	7.5	0
HCM Lane LOS	-	-	A	A	A	A
HCM 95th %tile Q(veh)	-	-	-	0.1	0	-

HCM 6th TWSC
2: N Moss Street & Driveway 2

06/16/2022

Intersection						
Int Delay, s/veh	0.8					
Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations	W		T			T
Traffic Vol, veh/h	18	0	103	24	0	83
Future Vol, veh/h	18	0	103	24	0	83
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	88	88	88	88	88	88
Heavy Vehicles, %	0	0	36	0	0	60
Mvmt Flow	20	0	117	27	0	94

Major/Minor	Minor1	Major1	Major2		
Conflicting Flow All	225	131	0	0	144
Stage 1	131	-	-	-	-
Stage 2	94	-	-	-	-
Critical Hdwy	6.4	6.2	-	-	4.1
Critical Hdwy Stg 1	5.4	-	-	-	-
Critical Hdwy Stg 2	5.4	-	-	-	-
Follow-up Hdwy	3.5	3.3	-	-	2.2
Pot Cap-1 Maneuver	768	924	-	-	1451
Stage 1	900	-	-	-	-
Stage 2	935	-	-	-	-
Platoon blocked, %			-	-	-
Mov Cap-1 Maneuver	768	924	-	-	1451
Mov Cap-2 Maneuver	768	-	-	-	-
Stage 1	900	-	-	-	-
Stage 2	935	-	-	-	-

Approach	WB	NB	SB
HCM Control Delay, s	9.8	0	0
HCM LOS	A		

Minor Lane/Major Mvmt	NBT	NBRWBLn1	SBL	SBT
Capacity (veh/h)	-	-	768	1451
HCM Lane V/C Ratio	-	-	0.027	-
HCM Control Delay (s)	-	-	9.8	0
HCM Lane LOS	-	-	A	A
HCM 95th %tile Q(veh)	-	-	0.1	0

Appendix C
Horizon Year 2028 Total Traffic Conditions
Worksheets

HCM 6th TWSC
1: N Moss Street & Driveway 1

06/16/2022

Intersection						
Int Delay, s/veh	0.8					
Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations	↔	↔	↔			↔
Traffic Vol, veh/h	0	7	70	0	12	93
Future Vol, veh/h	0	7	70	0	12	93
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	0	-	-	-	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	74	74	74	74	74	74
Heavy Vehicles, %	0	0	50	0	0	39
Mvmt Flow	0	9	95	0	16	126

Major/Minor	Minor1	Major1	Major2	Major3	Major4
Conflicting Flow All	253	95	0	0	95
Stage 1	95	-	-	-	-
Stage 2	158	-	-	-	-
Critical Hdwy	6.4	6.2	-	-	4.1
Critical Hdwy Stg 1	5.4	-	-	-	-
Critical Hdwy Stg 2	5.4	-	-	-	-
Follow-up Hdwy	3.5	3.3	-	-	2.2
Pot Cap-1 Maneuver	740	967	-	-	1512
Stage 1	934	-	-	-	-
Stage 2	875	-	-	-	-
Platoon blocked, %			-	-	-
Mov Cap-1 Maneuver	732	967	-	-	1512
Mov Cap-2 Maneuver	732	-	-	-	-
Stage 1	934	-	-	-	-
Stage 2	865	-	-	-	-

Approach	WB	NB	SB
HCM Control Delay, s	8.8	0	0.8
HCM LOS	A		

Minor Lane/Major Mvmt	NBT	NBR	WBLn1	WBLn2	SBL	SBT
Capacity (veh/h)	-	-	-	-	967	1512
HCM Lane V/C Ratio	-	-	-	-	0.01	0.011
HCM Control Delay (s)	-	-	0	8.8	7.4	0
HCM Lane LOS	-	-	A	A	A	A
HCM 95th %tile Q(veh)	-	-	-	0	0	-

HCM 6th TWSC
2: N Moss Street & Driveway 2

06/16/2022

Intersection						
Int Delay, s/veh	0.5					
Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations	Y		T			T
Traffic Vol, veh/h	10	0	70	9	0	93
Future Vol, veh/h	10	0	70	9	0	93
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	74	74	74	74	74	74
Heavy Vehicles, %	0	0	50	0	0	39
Mvmt Flow	14	0	95	12	0	126

Major/Minor	Minor1	Major1	Major2			
Conflicting Flow All	227	101	0	0	107	0
Stage 1	101	-	-	-	-	-
Stage 2	126	-	-	-	-	-
Critical Hdwy	6.4	6.2	-	-	4.1	-
Critical Hdwy Stg 1	5.4	-	-	-	-	-
Critical Hdwy Stg 2	5.4	-	-	-	-	-
Follow-up Hdwy	3.5	3.3	-	-	2.2	-
Pot Cap-1 Maneuver	766	960	-	-	1497	-
Stage 1	928	-	-	-	-	-
Stage 2	905	-	-	-	-	-
Platoon blocked, %			-	-		-
Mov Cap-1 Maneuver	766	960	-	-	1497	-
Mov Cap-2 Maneuver	766	-	-	-	-	-
Stage 1	928	-	-	-	-	-
Stage 2	905	-	-	-	-	-

Approach	WB	NB	SB
HCM Control Delay, s	9.8	0	0
HCM LOS	A		

Minor Lane/Major Mvmt	NBT	NBRWBLn1	SBL	SBT
Capacity (veh/h)	-	-	766	1497
HCM Lane V/C Ratio	-	-	0.018	-
HCM Control Delay (s)	-	-	9.8	0
HCM Lane LOS	-	-	A	A
HCM 95th %tile Q(veh)	-	-	0.1	0

Intersection						
Int Delay, s/veh	1.5					
Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations	↖	↗	↖			↗
Traffic Vol, veh/h	0	23	108	0	19	87
Future Vol, veh/h	0	23	108	0	19	87
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	0	-	-	-	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	88	88	88	88	88	88
Heavy Vehicles, %	0	0	36	0	0	60
Mvmt Flow	0	26	123	0	22	99

Major/Minor	Minor1	Major1	Major2			
Conflicting Flow All	266	123	0	0	123	0
Stage 1	123	-	-	-	-	-
Stage 2	143	-	-	-	-	-
Critical Hdwy	6.4	6.2	-	-	4.1	-
Critical Hdwy Stg 1	5.4	-	-	-	-	-
Critical Hdwy Stg 2	5.4	-	-	-	-	-
Follow-up Hdwy	3.5	3.3	-	-	2.2	-
Pot Cap-1 Maneuver	727	933	-	-	1477	-
Stage 1	907	-	-	-	-	-
Stage 2	889	-	-	-	-	-
Platoon blocked, %			-	-		-
Mov Cap-1 Maneuver	715	933	-	-	1477	-
Mov Cap-2 Maneuver	715	-	-	-	-	-
Stage 1	907	-	-	-	-	-
Stage 2	875	-	-	-	-	-

Approach	WB	NB	SB
HCM Control Delay, s	9	0	1.3
HCM LOS	A		

Minor Lane/Major Mvmt	NBT	NBR	WBLn1	WBLn2	SBL	SBT
Capacity (veh/h)	-	-	-	-	933	1477
HCM Lane V/C Ratio	-	-	-	-	0.028	0.015
HCM Control Delay (s)	-	-	0	9	7.5	0
HCM Lane LOS	-	-	A	A	A	A
HCM 95th %tile Q(veh)	-	-	-	0.1	0	-

Intersection						
Int Delay, s/veh	0.8					
Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations	Y		T			T
Traffic Vol, veh/h	18	0	108	24	0	87
Future Vol, veh/h	18	0	108	24	0	87
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	88	88	88	88	88	88
Heavy Vehicles, %	0	0	36	0	0	60
Mvmt Flow	20	0	123	27	0	99

Major/Minor	Minor1	Major1	Major2	Major3	Major4
Conflicting Flow All	236	137	0	0	150
Stage 1	137	-	-	-	-
Stage 2	99	-	-	-	-
Critical Hdwy	6.4	6.2	-	-	4.1
Critical Hdwy Stg 1	5.4	-	-	-	-
Critical Hdwy Stg 2	5.4	-	-	-	-
Follow-up Hdwy	3.5	3.3	-	-	2.2
Pot Cap-1 Maneuver	757	917	-	-	1444
Stage 1	895	-	-	-	-
Stage 2	930	-	-	-	-
Platoon blocked, %			-	-	-
Mov Cap-1 Maneuver	757	917	-	-	1444
Mov Cap-2 Maneuver	757	-	-	-	-
Stage 1	895	-	-	-	-
Stage 2	930	-	-	-	-

Approach	WB	NB	SB
HCM Control Delay, s	9.9	0	0
HCM LOS	A		

Minor Lane/Major Mvmt	NBT	NBRWBLn1	SBL	SBT
Capacity (veh/h)	-	-	757	1444
HCM Lane V/C Ratio	-	-	0.027	-
HCM Control Delay (s)	-	-	9.9	0
HCM Lane LOS	-	-	A	A
HCM 95th %tile Q(veh)	-	-	0.1	0

Appendix D
Turn Lane Warrants

Left Turn Lane Evaluation Process

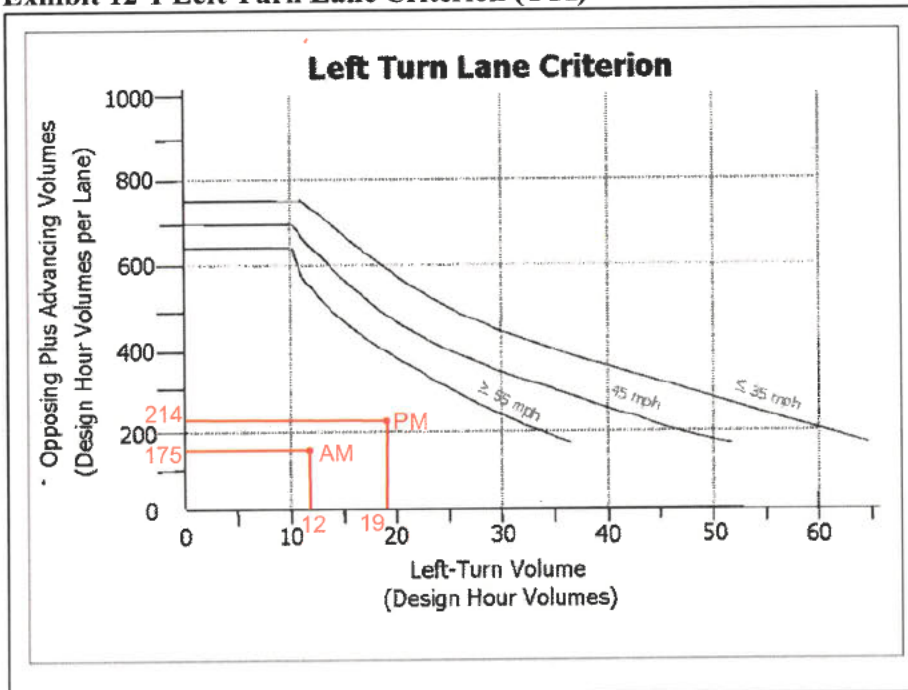
- A left turn lane should be installed, if criterion 1 (Volume) or 2 (Crash) or 3 (Special Cases) are met, unless a subsequent evaluation eliminate it as an option; and
- The Region Traffic Engineer must approve all proposed left turn lanes on state highways, regardless of funding source; and
- Left turn lane complies with Access Management Spacing Standards; and
- Left turn lane conforms to applicable local, regional and state plans.

Criterion 1: Vehicular Volume

The vehicular volume criterion is intended for application where the volume of intersecting traffic is the principal reason for considering installation of a left turn lane. The volume criterion is determined by the Texas Transportation Institute (TTI) curves in Exhibit 12-1.

The criterion is not met from zero to ten left turn vehicles per hour, but indicates that careful consideration be given to installing a left turn lane due to the increased potential for rear-end collisions in the through lanes. While the turn volumes are low, the adverse safety and operations impacts may require installation of a left turn. The final determination will be based on a field study.

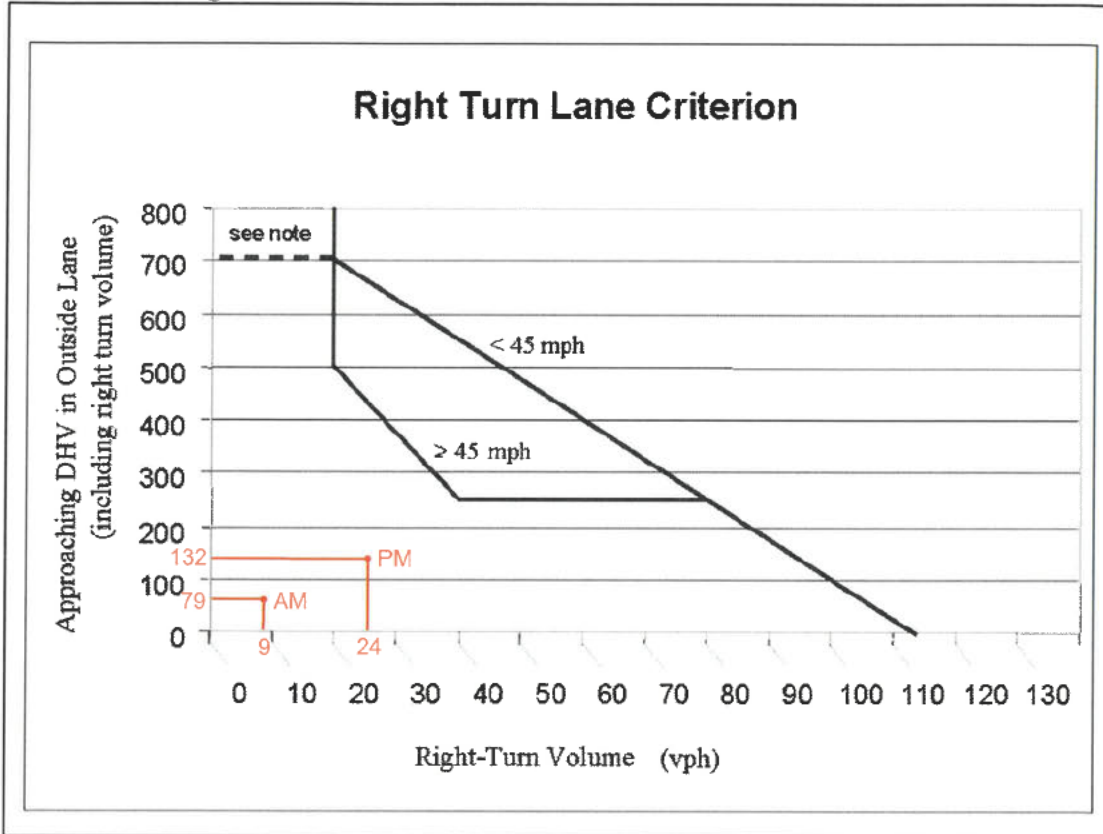
Exhibit 12-1 Left Turn Lane Criterion (TTI)



*(Advancing Volume/Number of Advancing Through Lanes) + (Opposing Volume/Number of Opposing Through Lanes)

Opposing left turns are not counted as opposing volumes

Exhibit 12-2 Right Turn Lane Criterion



Note: If there is no right turn lane, a shoulder needs to be provided. If this intersection is in a rural area and is a connection to a public street, a right turn lane is needed.

Criterion 2: Crash Experience

The crash experience criterion is satisfied when:

1. Adequate trial of other remedies with satisfactory observance and enforcement has failed to reduce the accident frequency; **and**
2. A history of crashes of the type susceptible to correction by a right turn lane; **and**
3. The safety benefits outweigh the associated improvements costs; **and**
4. The installation of the right turn lane minimizes impacts to the safety of vehicles, bicycles or pedestrians along the roadway.

Criterion 3: Special Cases

1. **Railroad Crossings:** If a railroad is parallel to the roadway and adversely affects right turns, a worst case scenario should be used in determining the storage requirements for the right turn lane design. The right turn lane storage length depends on the amount of time the roadway is closed, the expected number of vehicle arrivals and the location of the crossing or other obstruction. The analysis should consider all of the variables influencing the design of the right turn lane and may allow a design for conditions other than the worst case storage requirements, providing safety is not

