

CITY OF SPRINGFIELD, OREGON
ORDINANCE NO. 6485

AN ORDINANCE ANNEXING CERTAIN TERRITORY (UNADDRESSED PROPERTY AT THE SOUTHEAST CORNER OF 19TH STREET AND HAYDEN BRIDGE ROAD AND IDENTIFIED AS ASSESSOR'S MAP 17-03-24-42, TAX LOT 5202, AND AN APPROXIMATELY 70-FOOT WIDE BY 294-FOOT LONG SEGMENT OF HAYDEN BRIDGE ROAD RIGHT-OF-WAY) TO THE CITY OF SPRINGFIELD AND WILLAMALANE PARK & RECREATION DISTRICT; WITHDRAWING THE SAME TERRITORY FROM THE RAINBOW WATER DISTRICT; ADOPTING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City Council is authorized by Springfield Development Code (SDC) Article 5.7.100 and Oregon Revised Statutes (ORS) Chapter 222 to accept, process, and act upon annexations to the City;

WHEREAS, a request to annex certain territory was submitted on May 10, 2024, said territory being Assessor's Map Township 17 South, Range 03 West, Section 24, Map 42, Tax Lot 5202 which is generally depicted and more particularly described in **Exhibit A** to this Ordinance;

WHEREAS, an approximately 70-foot wide by 294-foot long segment of Hayden Bridge Road public right-of-way abutting the subject property is to be concurrently annexed with the subject territory and said public road right-of-way is generally depicted and more particularly described in **Exhibit A** to this Ordinance;

WHEREAS, in accordance with SDC 5.7.125(A) and ORS 222.111, the property owner of said territory initiated the annexation action by submittal of the required application forms and petition for annexation attached hereto as **Exhibit B** to this Ordinance;

WHEREAS, the territory proposed for annexation is within the Springfield Comprehensive Plan Urban Growth Boundary and is contiguous to the City limits. (SDC 5.7.140(A));

WHEREAS, the annexation is consistent with the *Springfield Comprehensive Plan – Urbanization Element* requiring annexation to the City of Springfield as the highest priority for receiving urban services;

WHEREAS, the City Council of the City of Springfield has determined that the provision of City services to the subject area is necessary to facilitate future urban residential development;

WHEREAS, all required urban services are immediately available to serve the site and the applicant has executed an Annexation Agreement (**Exhibit C**) that addresses the timing and financial responsibility for provision of public facilities and services to the property;

WHEREAS, in accordance with SDC 5.7.150(A), upon annexation the Urbanizable Fringe Overlay District (UF-10) will cease to apply to the property and the underlying R-1 Residential District zoning will be retained;

WHEREAS, a Staff Report (**Exhibit D**) was presented to the City Council with the Director's recommendation to concurrently annex the subject territory to the Willamalane Park and Recreation District, as this special district is a service provider for the City (SDC 5.7.140(B)), and to withdraw the subject territory from the Rainbow Water District as the Cities of Eugene and Springfield will provide emergency response services directly to the area after it is annexed to the City;

WHEREAS, this action is consistent with the intergovernmental agreement between Lane County and Springfield regarding boundary changes dated May 21, 2008; and

WHEREAS, on September 3, 2024, the Springfield Common Council conducted a public hearing and is

now ready to take action on this application based on the recommendation and findings in support of approving the annexation request as set forth in the aforementioned Staff Report to the Council, incorporated herein by reference, and the evidence and testimony presented at this public hearing held in the matter of adopting this Ordinance,

NOW, THEREFORE, THE COMMON COUNCIL OF THE CITY OF SPRINGFIELD ORDAINS AS FOLLOWS:

Section 1. The Common Council of the City of Springfield does hereby approve annexation of the following described territory to the City of Springfield and Willamalane Park and Recreation District, said territory being generally depicted and more particularly described in **Exhibit A** to this Ordinance.

Section 2. The Common Council of the City of Springfield does hereby approve withdrawal of the following described territory from the Rainbow Water District, said territory being generally depicted and more particularly described in **Exhibit A** to this Ordinance.

Section 3. The City Manager or the Development & Public Works Director or their designee shall send copies of this Ordinance to affected State and local agencies as required by SDC 5.7.155.

Section 4. Severability Clause. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is, for any reason, held invalid or unconstitutional by a court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portion hereof.

Section 5. Effective Date of Ordinance. This Ordinance shall become effective on the day following the general election, November 6, 2024, or upon the date of its filing with the Secretary of State as provided by ORS 222.180, whichever is later.


ADOPTED by the Common Council of the City of Springfield, this 16th day of September, 2024, by a vote of 6 for and 0 against.

APPROVED by the Mayor of the City of Springfield this 16th day of September, 2024.




Mayor

ATTEST:



City Recorder

REVIEWED & APPROVED
AS TO FORM

DATE: September 16, 2024
OFFICE OF CITY ATTORNEY

ANNEXATION LEGAL DESCRIPTION

Beginning at the northeast corner of Parcel 1, Land Partition Plat Number 92-P0306, as platted and recorded at County Survey File Number 31021, Lane County Surveyor's Office Plat Records, in Lane County, Oregon, thence along the following six (6) numbered courses:

- 1) **South 89° 58' 29" West a distance of 87.28 feet, more or less;**
- 2) thence **North 00° 03' 23" West a distance of 175.00 feet, more or less;**
- 3) thence **South 89° 58' 29" West a distance of 203.00 feet, more or less**, to a point on the eastern right of way of 19th Street, and a point on the current City Limits;
- 4) thence along said right of way and said City Limits, **North 00° 03' 23" West a distance of 721.76, more or less**, to a point on the northern right of way of Hayden Bridge Road (Stub);
- 5) thence leaving said eastern right of way and said City Limits, **North 89° 58' 29" East a distance of 290.76 feet, more or less**, along said northern right of way of Hayden Bridge Road (Stub);
- 6) thence leaving said northern right of way **South 00° 01' 31" East a distance of 896.76 feet, more or less**, to the Point of Beginning.

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FOR ASSESSMENT AND
TAXATION ONLY

APPROX
CTR SEC

SEE MAP
17032400

019-01

HAYDEN BRIDGE STUB
(CO. RD. 6661)
PCL A
PCL B

NOTE:
NUMBERED
COURSES COINCIDE
WITH COURSE
NUMBERS SHOWN
ON THE
ANNEXATION LEGAL
DESCRIPTION.

019-04

SEE MAP
17032431

019-00

019-01

SEE MAP
17032434



REVISIONS
DATE
BY
2/24/2011 - LCAT - REARRANGED TO 24 T.17S. R.3W. SEC.24
2/24/2011 - LCAT - CORRECT MAP TO 05

City of Springfield
Development & Public Works
225 Fifth Street
Springfield, OR 97477

3



Annexation Application Type 4

Application Type		(Applicant: Check one)	
Annexation Application Completeness Check:		<input type="checkbox"/>	
Annexation Application Submittal:		<input checked="" type="checkbox"/>	
Required Proposal Information		(Applicant: Complete This Section)	
Property Owner:	Helfrich Family Trust	Phone:	541.914.6095
Address:	2833 20th Street, Springfield, OR 97477	E-mail:	gayleh1@comcast.net
Owner Signature:	See next page for signature		
Owner Signature:			
Agent Name:	Carol Schirmer	Phone:	541.234.5108
Company:	Schirmer Consulting, LLC	Fax:	
Address:	PO Box 10424, Eugene, OR 97440	E-mail:	schirmer@schirmerconsulting.com
Agent Signature:			
<small>If the applicant is other than the owner, the owner hereby grants permission for the applicant to act in his or her behalf, except where signatures of the owner of record are required, only the owner may sign the petition.</small>			
ASSESSOR'S MAP NO:	17-03-24-42	TAX LOT NO(S):	05202
Property Address:	N/A: property is vacant		
Area of Request:	Acres: 4.76	Square Feet:	207,346
Existing Use:	vacant		
Proposed Use:	residential		
Required Property Information		(City Intake Staff: Complete This Section)	
Case No.:		Date:	
Project No.:		Reviewed By: (initials)	
Application Fee:		Placard:	
	Postage Fee:	Total Fee:	

APPLICANTS SHOULD COMPLETE THE FOLLOWING STEPS PRIOR TO SUBMITTING AN APPLICATION. APPLICATIONS NOT HAVING ALL BOXES CHECKED WILL BE RETURNED TO THE APPLICANT AND WILL THEREFORE DELAY THE APPLICATION REVIEW PROCESS.

Application Fee [SDC 5.7.125(B)(15)]

Refer to the Development Code Fee Schedule for the appropriate fee calculation formula. Fees are based upon the area of land being annexed. Copies of the fee schedule are available at the Development & Public Works Department. Fees are payable to the City of Springfield.

Petition/Petition Signature Sheet [SDC 5.7.125(B)(2)]

To initiate an annexation by consents from property owners as explained below, complete the attached *Petition Signature Sheet* (refer to Form 1). ***(Photocopies may be submitted at completeness check, with original copies at time of application submittal).***

Consent by Property Owners [ORS 222.127 and 222.170(1)]

If the proposal is to be initiated by the *owners of at least one-half of the land area, land value, and land ownership*, complete Form 2. To give consent for a particular piece of property, persons who own an interest in the property, or who are purchasers of property on a contract sale that is recorded with the county, must sign the annexation petition. Generally, this means that both husband and wife should sign. In the case of a corporation or business, the person who is authorized to sign legal documents for the firm may sign the annexation petition. *Please provide evidence of such authorization.* To ensure that the necessary signatures are obtained, please complete the attached worksheet (Form 2). ***(Photocopies may be submitted at completeness check, with original copies at time of application submittal).***

Certification of Ownership [SDC 5.7.125(B)(5)]

After completing the attached *Petition Signature Sheet* (Form 1), have the Lane County Department of Assessment and Taxation certify the ownerships within the proposed annexation area. ***(Photocopies may be submitted at completeness check, with original copies at time of application submittal).***

Owners Worksheet

Information on the *Petition Signature Sheet* can also be found on Form 2, Owners and Electors Worksheet. ***(Photocopies may be submitted at completeness check, with original copies at time of application submittal).***

Supplemental Information Form [SDC 5.7.125(B)(1) and (11)]

Form 3 (attached) provides additional information for the proposed annexation that is not requested on the Annexation Application Type 4 form, such as special districts that currently provide services to the proposed annexation area. ***(Photocopies may be submitted at completeness check, with original copies at time of application submittal).***

Copy of the Deed (required at application submittal)

Copy of Preliminary Title Report (required at application submittal)

Title Report must be dated within the past 30 days documenting ownership and listing all encumbrances.

Annexation Description [SDC 5.7.125(B)(9)]

A metes and bounds legal description of the territory to be annexed or withdrawn must be submitted electronically in Microsoft Word or a compatible software program. A legal description must consist of a series of courses in which the first course must start at a point of beginning. Each course must be identified by bearings and distances and, when available, refer to deed lines, deed corners and other monuments. A lot, block and subdivision description may be substituted for the metes and bounds description if the area is platted. The Oregon Department of Revenue has the authority to approve or disapprove a legal description. A professionally stamped legal description does not ensure Department of Revenue approval.

Cadastral Map [SDC 5.7.125(B)(10)] Chris Moorhead volunteered to supply this item

One (1) full-size paper copies and one (1) digital copy (in .pdf format) of the Lane County Assessor's tax map that shows the proposed annexation area in relationship to the existing city limits. Paper copy maps must be printed to scale. On all submitted maps the annexation area must be outlined in redline with survey courses and bearings labeled for cross-reference with the metes and bounds legal description. If the annexation area extends across more than one tax map, sufficient copies of each affected tax map must be provided. Please be aware that annexation redline closures must avoid creating gaps or overlaps, and may not necessarily correspond with the property legal description. Cadastral maps can be obtained from the Lane County Assessment and Taxation Office.

ORS 222.173 Waiver Form [SDC 5.7.125(B)(8)]

The waiver form (Form 4) signed by each owner within the proposed annexation area as allowed by ORS 222.173.

Public/Private Utility Plan [SDC 5.7.125(B)(12)]

A plan describing how the proposed annexation area can be served by key facilities and services must be provided with the Annexation Agreement. Planning and public works staff will work with the applicant to complete the Annexation Agreement.

Written Narrative addressing approval criteria as specified below. All annexation requests must be accompanied with a narrative providing an explanation and justification of response with the criteria stated in the application (also stated below). [SDC 5.7.125(B)(13) and (14)]

- A. The affected territory proposed to be annexed is within the City's portions of the urban growth boundary and is contiguous to the city limits or separated from the City limits only by a public right-of-way or a stream lake or other body of water;
- B. The proposed annexation is consistent with applicable policies in the Metro Plan and in any applicable refinement plan or Plan Districts;
- C. The proposed annexation will result in a boundary in which the minimum level of key urban facilities and services as defined in the Metro Plan can be provided in an orderly efficient and timely manner; and
- D. Where applicable fiscal impacts to the City have been mitigated through a signed Annexation Agreement or other mechanism approved by the City Council.

One (1) copy of the previously required information.

ALL PLANS AND ATTACHMENTS MUST BE FOLDED TO 8½" BY 11" AND BOUND BY RUBBER BANDS.

Application #: C SP 2009 -
For City Use Only

FORM 1

PETITION/PETITION SIGNATURE SHEET
Annexation by Individuals
[SOC 5.7.125(2)(9)(X)/ORS 222.170(1) or ORS 222.127]

We, the following property owners of the following territory, consent to the annexation to the City of Springfield and consent to annexation to Williamane Parks and Recreation District, as deemed necessary:

Signature	Date Signed (month/day)	Print Name	Residence Address (street, city, zip code)	Map and Tax Lot Number (example: 17-04-03-00-00100)	Land Owner	Acres (appx)
<i>Gayle Hellrich</i>	4/9/09	Gayle Hellrich	2833 20th Street Springfield, OR 97477	17-03-24-42-05202	X	4.76

Note: With the above signature(s), I am stating that I have the authority to consent to annexation on my own behalf or on behalf of my firm or agency. (Attach evidence of such authorization when applicable.)

I, Gayle Hellrich (printed name of circulator), hereby certify that every person who signed this sheet did so in my presence

X *Gayle Hellrich* (signature of circulator)

CERTIFICATION OF OWNERSHIP

The total landowners in the proposed annexation are 1 (city). This petition reflects that 1 (city) landowners (or legal representatives) are on this petition represent a total of 100 (%) of the landowners and 100 (%) of the acres as determined by the map and tax lots attached to this petition. APT is not responsible for subsequent deed activity that may not yet be reflected on the APT computerized tax roll.

Gayle Hellrich
Land County Department of Assessment and Taxation

4/15/09
Date Signed and Certified

FORM 2

OWNERSHIP WORKSHEET

(This form is **NOT** the petition)

(Please include the name and address of ALL owners regardless of whether they signed an annexation petition or not.)

OWNERS

Property Designation (Map/lot number)	Name of Owner	Acres	Assessed Value	Imp. Y / N	Signed Yes	Signed No
17-03-24-42-05202	Gayle Helfrich	4.70	\$175,152	N	x	
TOTALS:						

TOTAL NUMBER OF OWNERS IN THE PROPOSAL	1
NUMBER OF OWNERS WHO SIGNED	1
PERCENTAGE OF OWNERS WHO SIGNED	100%
TOTAL ACREAGE IN PROPOSAL	4.70 acres
ACREAGE SIGNED FOR	4.06 acres
PERCENTAGE OF ACREAGE SIGNED FOR	100%
TOTAL VALUE IN THE PROPOSAL	
VALUE CONSENTED FOR	
PERCENTAGE OF VALUE CONSENTED FOR	

FORM 3

SUPPLEMENTAL INFORMATION FORM

(Complete **all** the following questions and provide all the requested information. Attach any responses that require additional space, restating the question or request for information on additional sheets.)

Contact Person: Carol Schirmer

E-mail: schirmer@schirmerconsulting.com

Supply the following information regarding the annexation area.

- Estimated Population (**at present**): N/A: vacant
- Number of Existing Residential Units: 0
- Other Uses: N/A
- Land Area: 4.76 total acres
- Existing Plan Designation(s): Low Density Residential
- Existing Zoning(s): R-1
- Existing Land Use(s): vacant
- Applicable Comprehensive Plan(s): Eugene-Springfield Metro Area General Plan
- Applicable Refinement Plan(s): N/A
- Provide evidence that the annexation is consistent with the applicable comprehensive plan(s) and any associated refinement plans. See attached Annexation Application and Written Statement

- Are there development plans associated with this proposed annexation?

Yes No

If yes, describe.

The the client is going to build a duplex on a portion of the property.

- Is the proposed use or development allowed on the property under the current plan designation and zoning?

Yes No

- Please describe where the proposed annexation is contiguous to the city limits (non-contiguous annexations cannot be approved under 5.7-140, Criteria).
The property is contiguous to the city limits on its western boundary.

Does this application include all contiguous property under the same ownership?

Yes No

If no, state the reasons why all property is not included:

• Check the special districts and others that provide service to the annexation area:

- | | |
|--|---|
| <input type="checkbox"/> Glenwood Water District | <input checked="" type="checkbox"/> Rainbow Water and Fire District |
| <input type="checkbox"/> Eugene School District | <input type="checkbox"/> Pleasant Hill School District |
| <input checked="" type="checkbox"/> Springfield School District | <input type="checkbox"/> McKenzie Fire & Rescue |
| <input type="checkbox"/> Pleasant Hill RFPD | <input type="checkbox"/> Willakenzie RFPD |
| <input type="checkbox"/> EPUD | <input checked="" type="checkbox"/> SUB |
| <input checked="" type="checkbox"/> Willamalane Parks and Rec District | <input type="checkbox"/> Other _____ |

• Names of persons to whom staff notes and notices should be sent, in addition to applicant(s), such as an agent or legal representative.

Carol Schirmer

(Name)

PO Box 10424

(Address)

Eugene, OR 97440

(City)

(Zip)

(Name)

(Address)

(City)

(Zip)

(Name)

(Address)

(City)

(Zip)

(Name)

(Address)

(City)

(Zip)

FORM 4

**WAIVER OF ONE YEAR TIME LIMIT
FOR ANNEXATION PURSUANT TO ORS 222.173**

This waiver of the time limit is for the following described property:

<u>17-03-24-42-05202</u>	<u>N/A</u>
Map and Tax Lot Number	Street Address of Property (if address has been assigned)

ONE WAIVER OF TIME LIMIT FOR EACH PARCEL, PLEASE

We, the owner(s) of the property described above understand the annexation process can take more than one year but desire to annex to have City services. Therefore, we agree to waive the one-year time limitation on this petition to annex established by Oregon Revised Statutes 222.173, and further agree that this contract shall be effective [] indefinitely or [] until

May 2, 2024
Date

Signatures of Legal Owners

Please print or type name	Signature	Date Signed
→ Gayle Helfrich		
Helfrich Family Trust		

April 16, 2024
Revised: May 10, 2024

Helfrich Family Trust Annexation

Map 17 03 24 42
Lot 05202

Written Statement

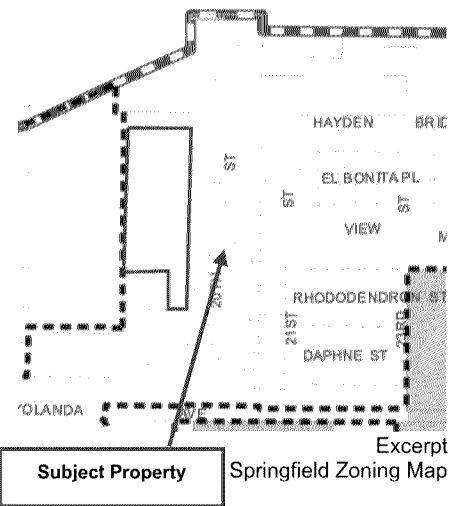
In accordance with SDC 5.7.125, Annexation Initiation and Application Submittal, the applicant, Helfrich Family Trust, is requesting that the City of Springfield review this annexation request and determine that the proposal complies with criteria contained in SDC 5.7.100 and that the requested annexation can be approved. To aid Springfield staff in this endeavor, the following information is provided.

I. THE SITE AND EXISTING CONDITIONS

A. Planning Context

The subject property is inside the Urban Grown Boundary (UGB) and outside the City Limits of Springfield. The site is contiguous to area inside City of Springfield city limits on its west boundary. The Springfield Comprehensive Plan designation, neighborhood plan designation and zoning for the subject property is as follows:

Springfield Comp Plan:	Low Density Residential
Refinement Plan:	N/A
Base Zone:	Low Density Residential



B. Subject Site

The site is located south of Hayden Bridge Road in Springfield. It is comprised of one tax lot (Map 17 03 24 12, Tax Lot 5202) and is approximately 4.76 acres in size. The site abuts Hayden Bridge Road to the north and 19th Street to the west. The property is surrounded primarily by single family homes and a few large partially developed properties.

Additionally, the city is including the portion of Hayden Bridge Road that fronts the property on the north in the annexation application. See Cadastral map for property to be annexed.

C. Development Objective

The development objective is to build a duplex on the property (2 detached units) in the northeast corner of the property. The remaining property will be left primarily as is for the possibility of future development.



II. **ANNEXATION – APPROVAL CRITERIA**

Annexation Approval Criteria are found in Section 5.7.140 of the Springfield Development Code (SDC). Applicable sections of the Code are in **bold** followed by proposed findings of facts in italics.

SDC 5.7.140. An annexation application may be approved only if the City Council finds that the proposal conforms to the following criteria.

A. The affected territory proposed to be annexed is within the City’s urban growth boundary; and is

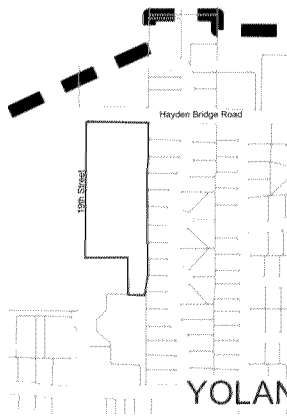
(1) Contiguous to the city limits; or

(2) Separated from the City only by a public right-of-way or a stream, lake or other body of water.

Response: The affected territory is located within the city’s urban growth boundary and is contiguous to the city limits on its western boundary. Given this, criterion 5.7.140(A) is met.

B. The proposed annexation is consistent with applicable policies in the Metro Plan and in any applicable refinement plan or Plan Districts;

Response: The Metro Plan policies are no longer the applicable document. Instead the city of Springfield has adopted the Springfield Comprehensive Plan. The subject property is designated low density residential on the Springfield Comprehensive Plan. There are no applicable refinement plans. Once annexed to the City of Springfield, the Urbanizable Fringe (UF-10) overlay will no longer apply and the site will be zoned low density residential.



SPRINGFIELD COMPREHENSIVE PLAN: Applicable *Springfield Comprehensive Plan* policies and findings in support of this annexation request are as follows:

**Residential Land Use & Housing Element
HG-1 Plan for Growth and Needed Housing**

Policy H.1 Based on the findings in the RLHNA and to accommodate projected growth between 2010 and 2030, Springfield has designated sufficient buildable residential land

- (a) for at least 5,920 new dwelling units at an estimated density of at least 7.0 units per net buildable acre; and
- (b) to accommodate a new dwelling mix of approximately 52% detached single family dwellings (including manufactured dwellings on individual lots), 7 percent attached single family dwellings, 1 percent manufactured dwellings in parks, and 40 percent multifamily dwellings.

The implementation of Middle Housing will allow this client to build 2 units (a duplex) on the property promoting growth and adding needed housing.

HG-1 Foster Housing Choice and Affordability

Policy H.7 Continue to develop and update regulatory options and incentives to encourage and facilitate development of more attached and clustered single family housing types in the low density and medium density districts.

Response: Middle Housing options incentivize development and facilitate development of housing where housing options were once limited. This project proposes to construct a duplex on the property which allows the property owner to better utilize the property for housing now in anticipation of potential future development.

Policy H.15 Update residential development standards to enhance the quality and affordability of neighborhood infill development (e.g. partitions, duplex developments, transitional neighborhoods, rehab housing, accessory dwelling units) and multifamily development.

Response: Residential development standards have been updated in the form of Middle Housing code. The relative ease in meeting the code criteria, the reduced lot size requirements, and other criteria all facilitate and enhance the affordability of this infill development.

Urbanization Element Goals, Policies & Implementation

UG-3 Provide an adequate level of urban services, including but not limited to public water, wastewater, and stormwater management systems, environmental services and an urban multi-modal transportation system as urban development occurs within the UGB.

Policy 29. Annexation shall continue to be a prerequisite for urban development and the delivery of services in accordance with the Springfield Comprehensive Plan and Springfield Development Code.

Response: This is an application for annexation and is the prerequisite for the client to develop the property with a duplex and potential future development of the remainder of the property.

Policy 30. Unincorporated land with the Springfield UGB may be developed with permitted uses at maximum density only upon annexation to the city when it is found that key urban facilities and services can be provided to the area to be annexed in an orderly and efficient manner. Provision of these services to the area proposed for annexation is consistent with the timing and location for such extension, where applicable, and the city's infrastructure plans - such as the Public Facilities and Services Plan; the Springfield Transportation System Plan; the City's Capital Improvement Program; and the urbanization goals, policies and implementation strategies of this Element - or a logical time within which to deliver these services has been determined, based upon demonstrated need and budgetary priorities.

Policy 31. For the purposes of land use planning and annexation approval, the Springfield comprehensive plan defines key urban facilities and services as: wastewater service; stormwater service; transportation; solid waste management; water service; fire and emergency medical services; police protection; citywide park and recreation programs; electric service; land use controls; communication facilities; and public schools on a district-wide basis.

- Policy 32.** Urban services provided by the city upon annexation to Springfield include storm and sanitary sewers; water; transportation system; police and fire protection; planning, building, code enforcement and library services; and public infrastructure maintenance of city-owned or operated facilities

Response: Minimum key urban facilities and services as defined in the Springfield Comprehensive Plan includes wastewater service, stormwater service, transportation, solid waste management, water service, fire and emergency medical service, police protection, city-wide parks and recreation programs, electric service, land use controls, communication facilities and public schools on a district-wide basis (Metro Plan, Chapter V, Glossary, definition 24). As documented elsewhere in this application these key urban facilities and services can be provided to the subject site in an orderly and efficient manner.

- Policy 33.** Springfield Utility Board (SUB) is the water service provider within the Springfield city limits. SUB will be the electrical service provider within the UGB as provided or permitted under Oregon law.

Response: Rainbow Water District is the current water service provider for this parcel. Upon annexation into the City of Springfield, Rainbow Water District will initiate a process to transfer the customer to SUB, See attached letter from Rainbow Water District, Dated January 18, 2024.

SUB Electric is the electric service provider to this property.

- Policy 35.** The City shall not extend water or wastewater service outside city limits to serve a residence or business without first obtaining a valid annexation petition, a consent to annexation agreement, or when a health hazard abatement annexation is required.

Response: This is an application for annexation and is the prerequisite for the client to allow the City to extend water and wastewater service to the subject property upon development.

Given the above, criterion 5.7.140(B) is met.

- C. The proposed annexation will result in a boundary in which the minimum level of key urban facilities and services as defined in the Metro Plan can be provided in an orderly efficient and timely manner; and**

Response: The annexation site can be provided with key urban facilities and services as defined in the Metro Plan. Facilities and services applicable to the site, including information regarding providers, existing facilities and service extensions, is provided below:

Storm: Public stormwater infrastructure exists in 20th Street a short distance from the subject property.

Sanitary: Sanitary infrastructure is on the west side of 19th Street and accessible through the subject property.

Water: Water infrastructure is available adjacent to the site. Water is currently provided by the Rainbow Water District. After Annexation, water will be provided in collaboration with the Springfield Utility Board (SUB).

Electric: Electric infrastructure is available on the site.

Streets: 19th Street is classified as a local road and the portion of Hayden Bridge Road that extends to the subject property is classified as a local road per the TSP. Right-of-way has been dedicated along the Tax Lot on both the west and north sides.

Given this, criterion 5.7.140(C) is met.

D. Where applicable, fiscal impacts to the City have been mitigated through an Annexation Agreement or other mechanism approved by the City Council.

Response: See attached Annexation Agreement.

IV. Conclusion

Based on the information contained in this written statement and elsewhere in the application submittal, the applicant believes that the requested annexation can be approved.

If you have any questions about the above application, please let me know.

Sincerely,
Schirmer Consulting, LLC



Carol Schirmer

May 10, 2024

Andy Limbird
Senior Planner
City of Springfield
Development and Public Works
225 Fifth Street
Springfield, OR 97477

RE: Helfrich Annexation
Completeness Review Response

Andy:

Thank you for your thorough review of the project and your assistance with answering questions throughout the process. The following are the responses to the Completeness Review items. The City items are in regular typeface and my responses are in italics.

Planning Notes

1. Lane County Tax Records assign a total assessed value of \$175,152 to the property.
This assessed value has been added to the Ownership Worksheet.
2. A redline Tax Assessor's map showing the annexation boundary starting at a true point of beginning and proceeding in a series of numbered courses (including bearings and distances) will be required with the application submittal.

Chris Morehead, City of Springfield, volunteered to produce this document which will also include Hayden Bridge Road right of way north of the property.
3. Because there are public improvements required to serve the subject property an Annexation Agreement will be required for this annexation request.

The written statement has been revised to reflect this requirement. The client has been given the Annexation Agreement document and will mail the original signed and notarized copy to the city.

Additional Comments not related to the completeness of the application:

- As of March 1, 2024 the applicable comprehensive plan is the *Springfield Comprehensive Plan*. Metro Plan is no longer applicable.

The written statement has been revised to reflect this change.
- On the supplemental information sheet staff recommends indicating that Yes, there are development plans associated with the proposed annexation.

The 'Yes' box has been checked. The client plans to build a duplex on the property.
- Staff recommends citing the adopted *Springfield Comprehensive Plan – Urbanization Element and Residential Land and Housing Element* in the narrative.

The written statement has been revised to include revisions that cite these sections of the Springfield Comprehensive Plan.

- Project narrative contains incorrect site information in Subsection C.

The written statement has been revised.

I believe this responds to all Completeness items and additional comments.

Sincerely,
Schirmer Consulting, LLC

A handwritten signature in black ink, appearing to read 'CS', enclosed within a circular scribble.

Carol Schirmer



RWOnline.net

P.O. Box 8, Springfield, OR 97477

1550 42nd Street, Springfield, OR 97477

Phone: 541-746-1676

Fax: 541-747-0845

January 18, 2024

Andy Limbird, Senior Planner

City of Springfield, 225 Fifth Street, Springfield, OR 97477

Re: 811-23-000286-PRE, Helfrich Annexation (17-03-24-42-05202)

Listed below are our comments for the above referenced proposal:

1. Rainbow Water District (Rainbow) is the current water service provider for this parcel, and contracts with Eugene Springfield Fire to provide fire protection and emergency services.
2. Rainbow understands applicant desires to develop the property and a septic system is not authorized by Lane County due to the proximity of public sewer, so applicant has requested annexation into the City of Springfield to enable connection to the city wastewater system.
3. Upon annexation into the City of Springfield, Rainbow Water District will initiate a process to transfer the customer to the Springfield Utility Board, the City's chartered water provider, within 3-15 months. Water provider transfers are performed in accordance with ORS 222.465. For an annexation ordinance enacted between April 1, 2024 and April 1, 2025, Rainbow will continue to serve the customer until a transfer to the Springfield Utility Board is completed on July 1, 2025.
4. Springfield Utility Board requirements will be imposed as a development condition even as Rainbow Water District continues to provide water service during the provider transition.
5. The nearest water supply is a 6-inch Rainbow main on the south side of Hayden Bridge Stub that ends in a flush point at the northeast corner of the referenced parcel. Rainbow understands the intention is to construct a single family residence at this time, although the size of the parcel and the availability of public sewer could facilitate a higher density development in the future.
6. A water main extension of approximately 333 feet is not desirable at this time as the large dead-end line would create water quality problems. A possible outcome is that a single new water service and meter could be extended by Rainbow from the location of the flush point at the northeast corner of the property for now, provided applicant agrees to SUB conditions to support a future water main extension to allow connection with 17-03-24-31-02000 and development of either large parcel.
7. Please contact Rainbow Water District at 541-746-1676 if you have any questions.

Sincerely,

Jamie Porter, PE

Superintendent

Cc: Keoki Lapina, Springfield Utility Board, 202 S. 18th Street, Springfield, OR 97477

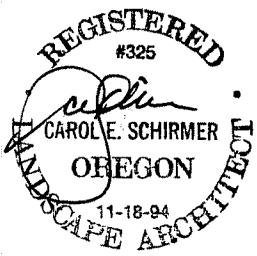


Exhibit B
18 of 79

Existing Primary Vault
single phase (SUB
Electric)

Existing 6" cast iron
water line
(Rainbow Water District)

PROPOSED
PRIVATE
WASTEWATER
(schematic)

PROPOSED
BUILDING LOT:
22,500 SF /
DUPLEX

Existing 36
stormwater pipe

Existing transformer
for 2778 19th Street

SUBJECT
PROPERTY

PROPOSED
PRIVATE
WASTEWATER
(schematic)

Existing 6" cast iron water line
(Rainbow Water District)

MAP AND TAX LOT: 17 03 24 42 05202

SCHIRMER CONSULTING, LLC
Landscape Architecture + Land Use Planning
PO Box 10424
Eugene, Oregon 97440
Phone: 541.234.5106

SITE PLAN
Helfrich Annexation
19th and Hayden Bridge Road
Springfield, OR 97477

Scale: 1" = 100' - 0"



April 19, 2024

© 2023, SCHIRMER CONSULTING, LLC

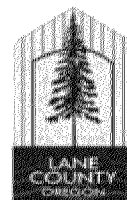
ANNEXATION LEGAL DESCRIPTION

Beginning at the northeast corner of Parcel 1, Land Partition Plat Number 92-P0306, as platted and recorded at County Survey File Number 31021, Lane County Surveyor's Office Plat Records, in Lane County, Oregon, thence along the following six (6) numbered courses:

- 1) **South 89° 58' 29" West a distance of 87.28 feet, more or less;**
- 2) thence **North 00° 03' 23" West a distance of 175.00 feet, more or less;**
- 3) thence **South 89° 58' 29" West a distance of 203.00 feet, more or less**, to a point on the eastern right of way of 19th Street, and a point on the current City Limits;
- 4) thence along said right of way and said City Limits, **North 00° 03' 23" West a distance of 721.76, more or less**, to a point on the northern right of way of Hayden Bridge Road (Stub);
- 5) thence leaving said eastern right of way and said City Limits, **North 89° 58' 29" East a distance of 290.76 feet, more or less**, along said northern right of way of Hayden Bridge Road (Stub);
- 6) thence leaving said northern right of way **South 00° 01' 31" East a distance of 896.76 feet, more or less**, to the Point of Beginning.

Real Property Tax Lot Record

Lane County Assessment and Taxation
Print Date: Feb 21, 2024



In preparation of these records, every effort has been made to offer the most current, correct, and clearly expressed information possible. Nevertheless, inadvertent errors in information may occur. In particular but without limiting anything here, Lane County disclaims any responsibility for typographical errors and accuracy of this information. The information and data included on Lane County servers have been compiled by Lane County staff from a variety of sources, and are subject to change without notice to the User. Lane County makes no warranties or representations whatsoever regarding the quality, content, completeness, suitability, adequacy, sequence, accuracy, or timeliness of such information and data.

The legal descriptions contained herein are for tax lot purposes only.

Included in this report:

1. A listing of documents affecting ownership and/or property boundary changes.
2. The scanned tax lot record image and any legal description changes made since .

Map & Tax Lot 1703244205202	Current Parcel/Account	Current TCA
Status Active	1626280	01904
	1626298	01901

Document #	Type	Date	Effective Year	Tax Lot Acres
	Description Card			4.70

Comments:

*Beginning at a point being North 0°03'43" West 2893.19 feet, North 89°49'10" East 325.02 feet, and North 0°01'31" West 35.00 feet from the Southwest Corner of the Felix Scott Donation Land Claim No. 51 in Section 25, Township 17 South, Range 3 West of the Willamette Meridian, said point being the Southeast corner of the Parcel I Land Partition Plat Number 92-P0306 as filed in the Lane County Surveyor Office, County File Survey Number 31021 said point also being on the Northern right-of-way line of Hayden Bridge Road thence leaving said right-of-way line North 0°01'31" West 438.89 feet the True point of Beginning thence South 89°58'29" West 87.28 feet; thence North 00°03'23" West 175.00 feet; thence South 89°58'29" West 203.00 to a point on the Eastern right-of-way line of 19th Street, thence along said right-of-way North 00°03'23" West 651.76 feet; thence leaving said right-of-way along the Southern right-of-way of Hayden Bridge Stub North 89°58'29" East 290.73 feet; thence leaving said Northern right-of-way South 0°01'31" East 826.76 to the True Point of Beginning, all in Lane County, Oregon.
(cont. 4.71 acres)*

17-03-24-00- 00610 page 2



**STATUS OF RECORD TITLE REPORT
SUPPLEMENTAL**

SCHIRMER CONSULTING, LLC
ATTN: CAROL SCHIRMER
PO BOX 10424
EUGENE, OR 97440

Date: MAY 07, 2024
Our No: CT-0342937
Your No: --
Charge: \$300.00

As requested, Cascade Title Co. has searched our tract indices as to the following described real property:

(A T T A C H E D)

and as of: APRIL 25, 2024 at 8:00 A.M., we find the following:

Vestee:

DEAN HELFRICH AND GAYLE D. HELFRICH,
Trustees of
THE HELFRICH FAMILY TRUST

Said property is subject to the following on record matters:

1. Taxes, Account No. 1626280, Assessor's Map No. 17 03 24 4 2, #5202, Code 19-04, 2023-2024, a balance due of \$656.34. (Tax was \$1,969.02)
Taxes, Account No. 1626298, Assessor's Map No. 17 03 24 4 2, #5202, Code 19-01, 2023-2024, a balance due of \$61.36. (Tax was \$184.09)
2. The assessment roll indicates a 2023 postponed farm tax. If the herein described property is changed or modified to the extent that it can no longer be farmed, an additional tax of \$9,959.49 will become due and payable. (Account No. 1626280)
3. The assessment roll indicates a 2023 postponed farm tax. If the herein described property is changed or modified to the extent that it can no longer be farmed, an additional tax of \$1,130.23 will become due and payable. (Account No. 1626298)
4. City liens, if any, as levied by the City of Springfield for which no search was made.
5. Rights of the public in and to any portion lying within streets, roads and highways.
6. Boundary Agreement, including the terms and provisions thereof, dated February 16, 1956, between Ray W. Henderson and Dorothy M. Henderson, husband and wife, and Baxter Fisher and Ann Fisher, husband and wife, recorded February 23, 1956, Reception No. 1956-078303, Lane County Oregon Deed Records.

MAIN OFFICE

675 OAK STREET, SUITE 100
EUGENE, OREGON 97401
PH: (541) 687-2233 * FAX: (541)485-0307

FLORENCE OFFICE

715 HWY 101 * FLORENCE, OREGON 97439
MAILING: PO BOX 508 * FLORENCE, OREGON 97439
PH: (541) 997-8417 * FAX: (541)997-8246

VILLAGE PLAZA OFFICE

4750 VILLAGE PLAZA LOOP, SUITE 100
EUGENE, OREGON 97401
PH: (541) 653-8622 * FAX: (541) 844-1626

7. Permit and Easement, including the terms and provisions thereof, granted the City of Eugene, Lane County, Oregon, for the use and benefit of the Eugene Water & Electric Board, by instrument recorded September 20, 1983, Reception No. 1983-033668, Lane County Official Records.
8. Utility Easement, including the terms and provisions thereof, granted the City of Eugene, Lane County, Oregon, by and through the Eugene Water & Electric Board, by instrument recorded May 1, 1992, Reception No. 1992-024148, Lane County Official Records.
9. Conditions and Restrictions in Declaration of Restriction, including the terms and provisions thereof, (but omitting covenants or restrictions, if any, based upon race, color, religion, sex, sexual orientation, gender identity, familial status, marital status, disability, handicap, national origin, ancestry, source of income, or other legally protected classes as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law) recorded December 24, 1992, Reception No. 1992-073102, Lane County Official Records.
10. Notice of Agreement, including the terms and provisions thereof, between Robert K. O'Neill, and City of Springfield, recorded December 24, 1992, Reception No. 1992-073103, Lane County Official Records.
11. Easements, notes, conditions, restrictions and dedications as shown, set forth, and/or delineated on the recorded Plat of Land Partition Plat No. 1992-P0306, filed December 30, 1992.
12. Non-access across 1.00 foot Reserve Strip Parcel B, at the Easterly terminus of Hayden Bridge Stub, as set forth in Bargain and Sale Deed, recorded January 11, 1993, Reception No. 1993-001577, Lane County Official Records.
13. Water Service Agreement, including the terms and provisions thereof, dated October 8, 1993, between James Dean Helfrich and Gayle Helfrich, and Rainbow Water District, recorded October 15, 1993, Reception No. 1993-066018, Lane County Official Records.
14. Certification of Assessments for improvements to North 19th Street and Yolanda Avenue, Order No. 97-11-5-9, including the terms and provisions thereof, in the amount of \$3,374.87, recorded November 14, 1997, Reception No. 1997-077809, Lane County Official Records.
15. Easements, notes, conditions, restrictions and dedications as shown, set forth, and/or delineated on the recorded Plat of Land Partition Plat No. 1998-P1138, filed June 30, 1998.
16. The effect, if any, of Substitution of Trustee and Deed of Reconveyance, recorded May 22, 2018, Reception No. 2018-023400, Lane County Deeds and Records, which purports to release and/or satisfy the following Mortgage:
Mortgage (Line of Credit Instrument), including the terms and provisions thereof, executed by Dean Helfrich and Gayle D. Helfrich, Trustees of the Helfrich Family Trust, Mortgagor, to National City Bank, Mortgagee, dated March 5, 2008, recorded March 25, 2008, Reception No. 2008-016782, Lane County Deeds and Records, to secure payment of a note for \$415,000.00.
Subject to the requirement that this Company be provided with a Satisfaction of Mortgage for recordation executed by the mortgagee of record.

Order No. 0342937
Page 3

17. The effect, if any, of Grant of Easement and Maintenance Agreement, including the terms and provisions thereof, recorded May 5, 2009, Reception No. 2009-023792, Lane County Deeds and Records.
NOTE: The above easement may not be valid due to common ownership between the dominant and servient estates at the time of recording.
18. Improvement Agreement Including Notice of Potential Assessment Lien (In Lieu of Immediate Construction of Public Improvement; includes Waiver of Right to Remonstrate), including the terms and provisions thereof, in favor of the City of Springfield, recorded May 5, 2009, Reception No. 2009-023793, Lane County Deeds and Records.
19. Improvement Agreement Including Notice of Potential Assessment Lien (In Lieu of Immediate Construction of Public Improvement; includes Waiver of Right to Remonstrate), including the terms and provisions thereof, in favor of the City of Springfield, recorded May 5, 2009, Reception No. 2009-023794, Lane County Deeds and Records.
20. Improvement Agreement Including Notice of Potential Assessment Lien (In Lieu of Immediate Construction of Public Improvement; includes Waiver of Right to Remonstrate), including the terms and provisions thereof, in favor of the City of Springfield, recorded May 5, 2009, Reception No. 2009-023795, Lane County Deeds and Records.
21. The terms, provisions, rights of the beneficiaries, and powers of the Trustee under the Helfrich Family Trust, and any amendments thereto, under which the vestee herein holds title

NOTE: This report is being supplemented to update the file.

This report is to be utilized for information only. This report is not to be used as a basis for transferring, encumbering or foreclosing the real property described.

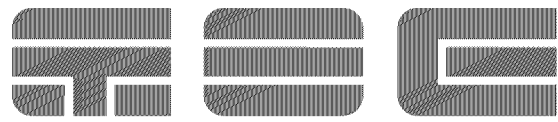
The liability of Cascade Title Co. is limited to the addressee and shall not exceed the premium paid hereunder.

CASCADE TITLE CO., by:

ec/rh: Title Officer: DEBBIE FORSTROM

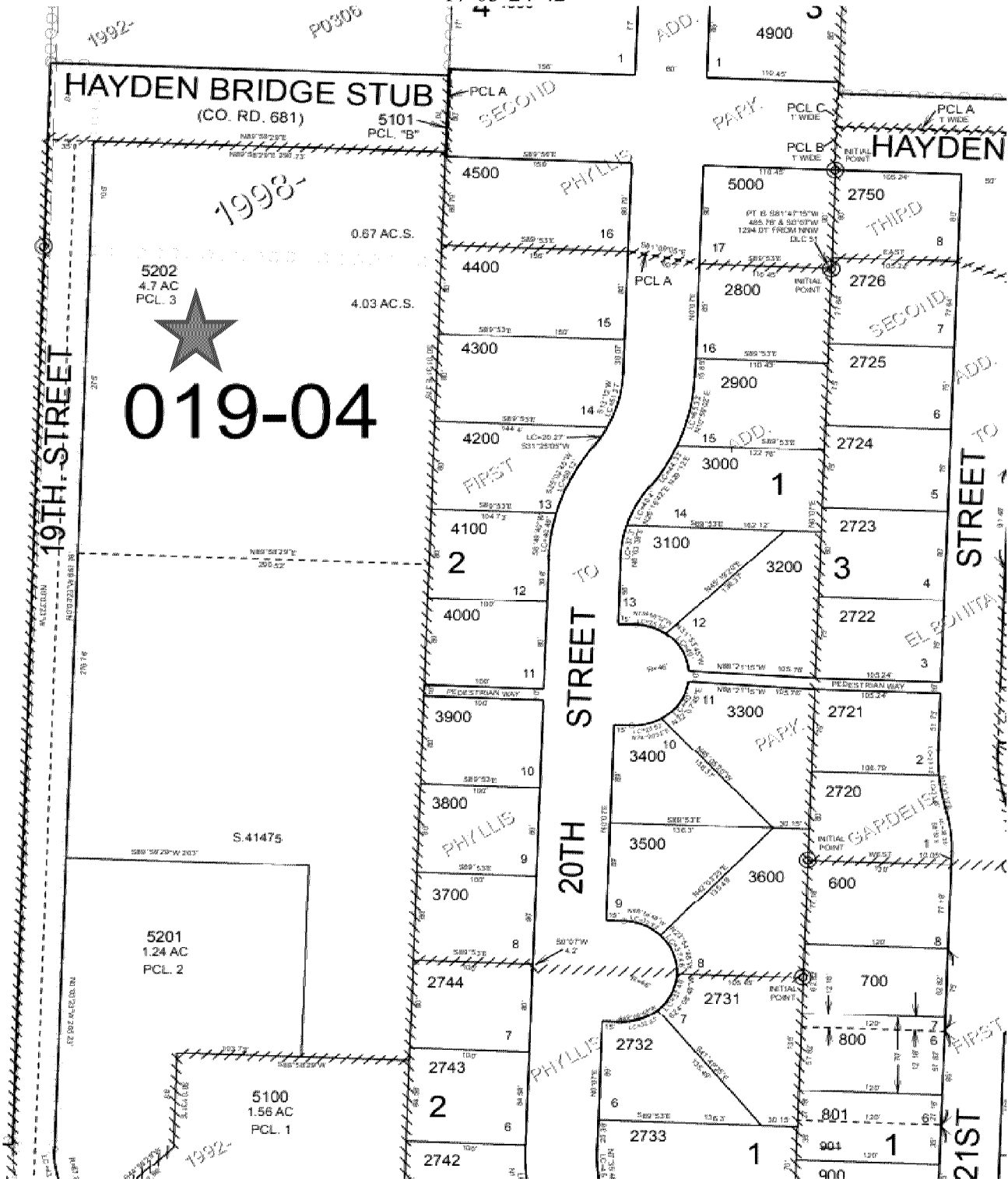
PROPERTY DESCRIPTION

Beginning at a point being North 0° 03' 43" West 2893.19 feet, North 89° 49' 10" East 325.02 feet, and North 0° 01' 31" West 35.00 feet from the Southwest Corner of the Felix Scott Donation Land Claim No. 51 in Section 25, Township 17 South, Range 3 West of the Willamette Meridian, said point being the Southeast corner of the Parcel 1 LAND PARTITION PLAT NO. 92-P0306 as filed in the Lane County Surveyor Office, County File Survey Number 31021 said point also being on the Northern right-of-way line of Yolanda Avenue; thence leaving said right-of-way line North 0° 01' 31" West 438.89 feet the true point of beginning; thence South 89° 58' 29" West 87.28 feet; thence North 00° 03' 23" West 175.00 feet; thence South 89° 58' 29" West 203.00 feet to a point on the Eastern right-of-way line of 19th Street; thence along said right-of-way North 00° 03' 23" West 651.76 feet; thence leaving said right-of-way along the Southern right-of-way of Hayden Bridge Stub North 89° 58' 29" East 290.73 feet; thence leaving said Northern right-of-way South 0° 01' 31" East 826.76 feet to the true point of beginning, all in Lane County, Oregon.



CASCADE TITLE CO.

MAP NO.
17-03-24-42



THIS MAP/PLAT IS BEING FURNISHED AS AN AID IN LOCATING THE HEREIN DESCRIBED LAND IN RELATION TO ADJOINING STREETS, NATURAL BOUNDARIES AND OTHER LAND, AND IS NOT A SURVEY OF THE LAND DEPICTED. EXCEPT TO THE EXTENT A POLICY OF TITLE INSURANCE IS EXPRESSLY MODIFIED BY ENDORSEMENT, IF ANY, THE COMPANY DOES NOT INSURE DIMENSIONS, DISTANCES, LOCATION OF EASEMENTS, ACREAGE OR OTHER MATTERS SHOWN THEREON.

78303
BOUNDARY AGREEMENT

THIS INDENTURE entered into this 16 day of February, 1950.
by and between RAY W. HENDERSON and DORTHY M. HENDERSON, husband
and wife, as First Parties, and BAXTER FISHER and ANN FISHER, husband
and wife, as Second Parties;

W I T N E S S E T H :

WHEREAS First Parties have an interest as purchasers under
an unrecorded Land Sale Contract, in and to the following described
real property, to-wit:

All that part and parcel of land commencing at a point
in the West line of the Felix Scott, Jr., Donation Land
Claim No. 51, Sections 24 and 25 in Township 17 South,
Range 3 West of the Willamette Meridian, 2184.66 feet
south of the Northwest corner of said Donation Land Claim
for a point of beginning; thence North 89° 55' East 326.45
feet; thence North 5' 30" West 2438.96 feet, more or less,
to the South bank of the McKenzie River; thence in a South-
westerly direction tracing the meander line of the South
Bank of said McKenzie River to a point which would be in
the West line of the said Donation Land Claim, if extended;
thence South, tracing what would be the West line of said
Donation Land Claim 2374.36 feet, more or less, to the
place of beginning, all in Lane County, Oregon;

which said property is hereinafter referred to as TRACT 1; and

WHEREAS, the Second Parties are the owners of the following des-
~~cribed~~ribed real property, to-wit:

Beginning at a point 332.99 feet North 78° 53' East from
the Northeast corner of the William C. Spencer Donation
Land Claim No. 50, Notif. 3265, in Township 17 South,
Range 3 West of the Willamette Meridian, and running
thence South 0° 05½' East 2438.96 feet, thence East 326.45
feet, thence North 0° 05½' West 2497.30 feet, thence South
78° 5' West 331.40 feet to the place of beginning, contain-
ing 18.50 acres of land in Section 24 of said Township and
Range, in Lane County, Oregon;

which said property is hereinafter referred to as TRACT 2; and

WHEREAS, said TRACT 1 and said TRACT 2 have a common boundary
line; and

WHEREAS, the location of said boundary line has been uncertain;
and

WHEREAS, the parties have had a survey made of their respective
properties, and have by said survey located the said common boundary

78303

line between said TRACT 1 and TRACT 2. and have ascertained the legal description thereof, and are desirous of establishing the location of said boundary line of record;

NOW THEREFORE, in consideration of the premises, it is understood and agreed between the parties hereto as follows:

1. That the boundary line between the respective properties of the parties hereto as hereinabove described, be and the same is hereby established and declared to be as follows:

Beginning at a point in the centerline of County Road No. 581 which is North 2894.05 feet and east 335.58 feet from the Southwest corner of the Felix Scott, Jr., Donation Land Claim No. 51, in Township 17 South, Range 3 West of the Willamette Meridian, and running thence North 0° 07' East 2438.95 feet, in Lane County, Oregon.

2. That the First Parties do hereby bargain, sell and convey unto Second Parties any and all right, title and interest they may have in and to any property located in TRACT 1 which lies east of said boundary line above described;

TO HAVE AND TO HOLD the same unto Second Parties, their heirs and assigns forever.

3. That Second Parties do hereby bargain, sell and convey unto First Parties all their right, title and interest in and to any property located in TRACT 2 which lies west of said boundary line above described;

TO HAVE AND TO HOLD the same unto First Parties, their heirs and assigns forever.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this day and year first hereinabove written.

Ray W. Anderson (SEAL)

Donny M. Anderson (SEAL)
First Parties.

Butler Fisher (SEAL)

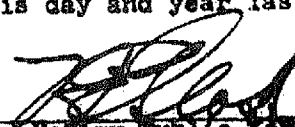
Ernest Fisher (SEAL)
Second Parties.

STATE OF OREGON)
) SS
COUNTY OF LANE)

78303

BE IT REMEMBERED that on this 16 day of February, 1956, personally came before me, a Notary Public in and for said county, the within named RAY W. HENDERSON and DORTHY M. HENDERSON, husband and wife, to me personally known to be the identical persons described in and who executed the within instrument, and acknowledged to me that they executed the same freely and voluntarily for the uses and purposes therein named.

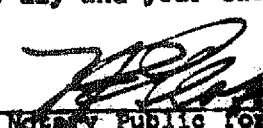
WITNESS my hand and seal this day and year last above written.


Notary Public for Oregon
My comm. exp.:
NOTARY PUBLIC
MY COMMISSION EXPIRES 6 152 8

STATE OF OREGON)
) SS
COUNTY OF LANE)

BE IT REMEMBERED that on this 16 day of February, 1956, personally came before me, a Notary Public in and for said county, the within named BAXTER FISHER and ANN FISHER, husband and wife, to me personally known to be the identical persons described in and who executed the within instrument, and acknowledged to me that they executed the same freely and voluntarily for the uses and purposes therein named.

WITNESS my hand and seal this day and year last above written.


Notary Public for Oregon
My comm. exp.:
NOTARY PUBLIC
MY COMMISSION EXPIRES 6 152 8

78503

Handwritten:
4-11
4-12
4-13

State of Oregon,
County of Lane—do,
I, Harry L. Chase, County Clerk and
ex-officio Recorder of said County, do hereby certify
that the within instrument was received
for record at

1956 FEB 23 AM 9 59

REEL 25-56 10

Lawrence County, Oregon—do,
Records,
HARRY L. CHASE, County Clerk.
By *Lawrence D. Hoffmann* Deputy.

BAILEY, HOFFMAN AND SPENCER
LAWYERS
877 WILLAMETTE STREET
EUGENE, OREGON

8333668

PERMIT AND EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that Ray W. Henderson and Dorothy M. Henderson,
husband and wife

the Grantor herein, does hereby covenant that it is the owner of the following described real property in Lane County, Oregon, to-wit:

A strip of land being a part of that parcel of land referred to as Tract 1 by that Boundary Agreement recorded as Instrument Number 78303 on Reel 75 of Lane County Oregon Deed Records, said strip being more particularly described as follows:

Beginning at the Southwest corner of PHYLLIS PARK, as platted and recorded in Book 50, Page 21 of Lane County Oregon Plat Records and run thence North 0°07' East along the West lines of said PHYLLIS PARK, the FIRST ADDITION TO PHYLLIS PARK and the West line of Lot 16, Block 2 SECOND ADDITION TO PHYLLIS PARK 1295.67 feet to the South margin of Hayden Bridge Road; thence leaving said West line of Lot 16 North 89°53' West 5.00 feet; thence South 0°07' West 1055.67 feet; thence South 89°53' East 3.00 feet; thence South 0°07' West 23.00 feet; thence North 89°53' West 3.00 feet; thence South 0°07' West 217.01 feet to a point which bears West 5.00 feet from said platted Southwest corner of PHYLLIS PARK; thence East 5.00 feet to the place of beginning, all in Lane County, Oregon.

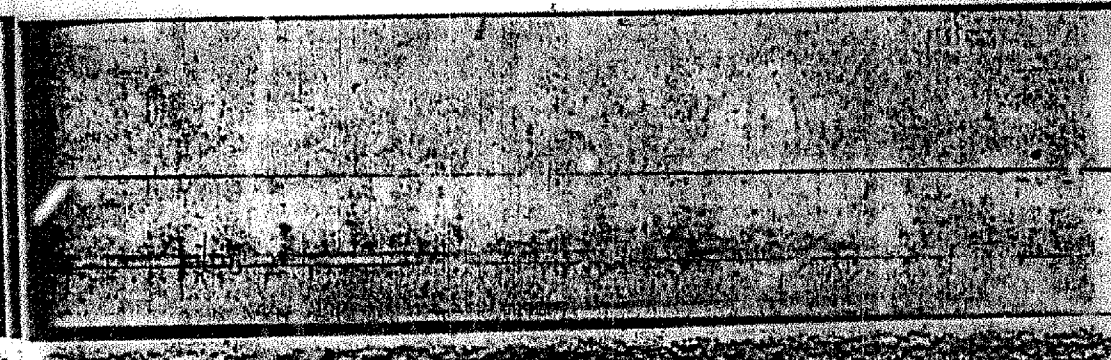
8687A001 09/20/83 REC 12.00
0005

The intended route and approximate location of the hereinafter described electrical equipment is shown on the attached Sketch 8-12334, marked Exhibit "A", and made a part hereof. It is understood and agreed that actual construction and installation of equipment may differ from the intended route and approximate location.

For the purpose of furnishing electric service by the Grantee herein to the above described premises, the undersigned as Grantor does hereby grant unto the CITY OF EUGENE, LANE COUNTY, OREGON, for the use and benefit of the EUGENE WATER & ELECTRIC BOARD, as Grantee, a perpetual permit and easement for an underground electric distribution line and necessary appurtenances thereto, under, and across the above described real property along the route and location as actually constructed and installed. The Grantor herein acknowledges that any and all equipment or replacement thereof, installed under or across said premises by said Grantee, shall remain the sole property of said Grantee and may be removed from said property at any time at the discretion of the Eugene Water & Electric Board.

Permit and Easement, Page 1
UG Electric Co. With Exhibit
(10/83)

PHYLLIS PARK UG
1R 9800 Kaiser



8333668

R.W.H.

Together with _____ the right of ingress and egress over said property for the purpose of constructing, maintaining, and removing such lines and appurtenances and exercising other rights hereby granted.

At no time shall any building be erected or placed on said right-of-way.

SUBJECT to the foregoing limitations said right-of-way may be used by the Grantors for road, parking, or any purpose not inconsistent with said easement.

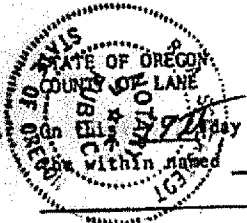
All such rights hereunder shall cease if and when such line shall have been abandoned.

Other than the agreements herein contained there is no consideration for this conveyance.

TO HAVE AND TO HOLD the same unto the Grantee, its successors and assigns forever; and the rights, conditions and provisions of this easement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns of the receptive parties hereto.

IN WITNESS WHEREOF, the undersigned has executed this instrument this 14th day of Sept, 1983.

Ray W. Henderson
Dorothy M. Henderson



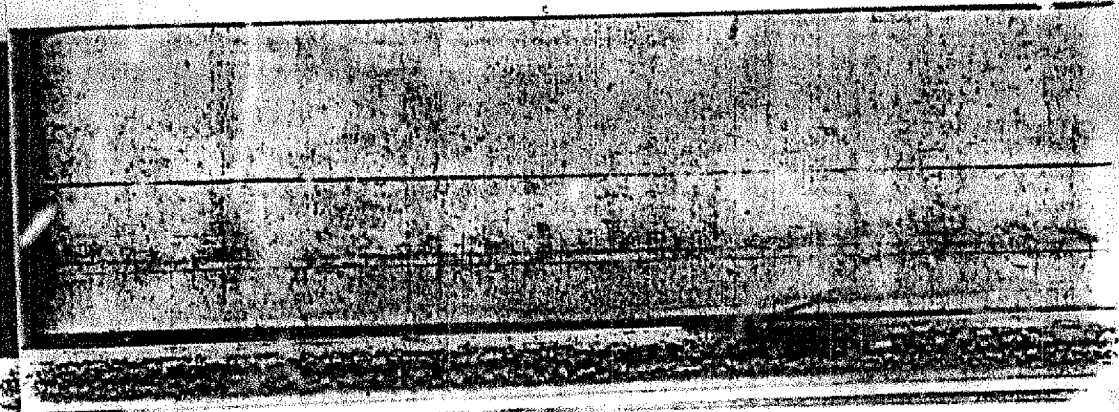
On this 14th day of September, 1983, before me personally appeared Ray W. Henderson and Dorothy M. Henderson, husband and wife

known to me to be the identical individual s described in and who executed the within instrument freely and voluntarily.

R.A. Anderson
Notary Public for Oregon
My Commission Expires 9/18/1985

Permit and Easement, Page 2
UG Electric Only With Exhibit
(10/82)

PHYLLIS PARK UG
IR 9800 Kaiser



833266R

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

20 SEP 15 191 20
No. 1 1263R

Lane County OFFICIAL RECORDS.
Lane County Clerk

By *BB* Deputy

C 20-55

15
10

9224148

UTILITY EASEMENT

BE IT KNOWN, THAT ROBERT KELLY O'NEILL the Grantor herein, does hereby covenant that Grantor is the owner of the following described real property in Lane County, Oregon to-wit:

All that parcel of land as described in that certain Warranty Deed recorded on Reel 1561-R, Instrument Number 8909264, Lane County Oregon Dead Records contained within a strip of land 5 feet in width the centerline of which being described as follows:

Beginning at a point on the West line of the Felix Scott Jr. Donation Land Claim No. 51, in Township 17 South, Range 3 West of the Willamette Meridian, said point being South 0°07' West, 873.24 feet from the Northwest corner thereof, and the True Point of Beginning; run thence North 89°32'30" East, 326.47 feet more or less, to the Westerly boundary of 2nd Addition to Phyllis Park as filed in Book 61, Page 18, Lane County Oregon Plat Records, and there ending, all in Lane County Oregon.

The bearings herein are based on C.S.F. No. 9950 as filed in the Lane County Surveyors Office.

The location of the above described easement area is shown on the attached Exhibit A.

2618MAY.01 '92WDIREC 15.00
2618MAY.01 '92WD1PFUNG 10.00

In consideration of Grantee furnishing utility services, the undersigned, as Grantor, does hereby grant unto the CITY OF EUGENE, LANE COUNTY, OREGON, by and through the EUGENE WATER & ELECTRIC BOARD, as Grantee, a perpetual easement for utility purposes to construct, maintain and repair, remove and replace utility facilities over, under, across, and upon the above described real property along the route and location as actually constructed and installed.

The Grantor herein acknowledges that any and all equipment or replacement thereof, installed in or upon said real property by said Grantee, shall remain the sole property of said Grantee and may be removed from said real property at any time at the discretion of the Eugene Water & Electric Board.

The Grantee and its joint users shall at all times have the rights and privileges therein necessary for the full enjoyment and use thereof for the purpose above described, including the right of ingress and egress across the real property of the grantors over the most convenient and practical route.

The Grantee is granted all necessary rights to perform clearing and trimming of trees, shrubs, vines or other vegetation the Grantee deems prudent to maintain proper clearance and accessibility for the maintenance and operation of the utility facilities, or as may be required by standard utility safety practices. The decision to trim or clear shall be the exclusive right of the Grantee.

At no time shall any structure be erected or placed on said easement area without prior written consent of the Eugene Water & Electric Board.

Subject to the foregoing limitations said easement area may be used by the Grantors for road, parking, or any purpose not inconsistent with said easement.

All such rights hereunder shall cease if and when said easement area ceases to be used for utility purposes.

9224148

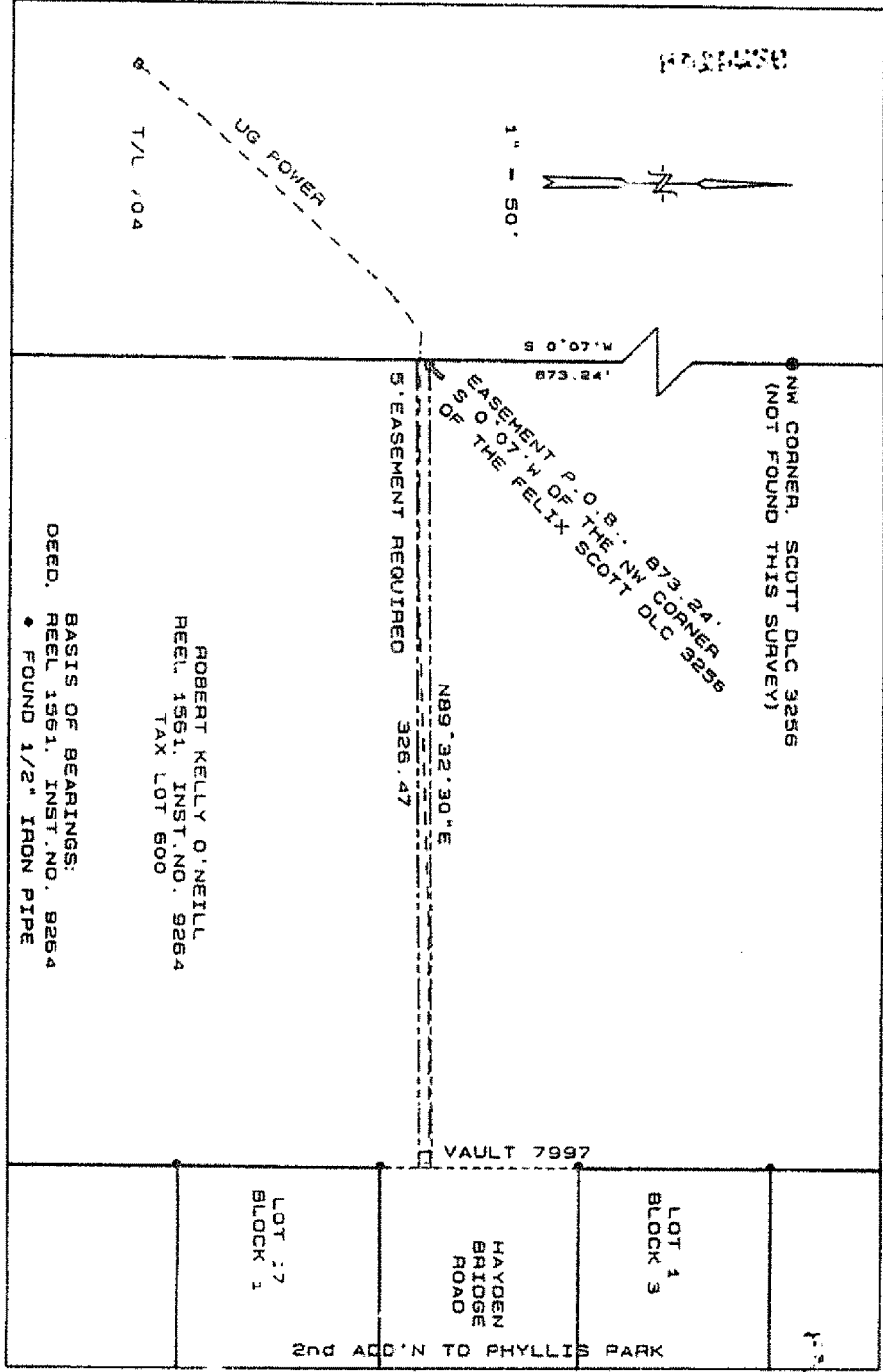


EXHIBIT A

EUGENE WATER & ELECTRIC BOARD EUGENE, OREGON		
EASEMENT REQUIRED ROBERT KELLY O'NEILL 1850 YOLANDA AVENUE SPRINGFIELD, OREGON 97477		
DWN. MRB	SCALE: AS SHOWN	TAX MAP 17-03-24
DES. RCH	DATE: 12-12-91	TAX LOT 600
CHK.		
APP.		

9224149

17559

9224148

State of Oregon,
County of Lane—ss.
I, the County Clerk, in and for the said
County, do hereby certify that the within
instrument was received for record at
1 MAY 92 3 4 31

Book **1759R**

Lane County OFFICIAL RECORDS,
Lane County Clerk

By: John E. Fawcett
County Clerk



9273102

EXHIBIT A

BEGINNING AT THE BRASS CAP MONUMENT MARKING THE SOUTHWEST CORNER OF THE FELIX SCOTT DONATION LAND CLAIM NO. 51 IN SECTION 25, TOWNSHIP 17 SOUTH, RANGE 3 WEST OF THE WILLAMETTE MERIDIAN; THENCE NORTH 0° 03' 43" WEST 2893.1 FEET TO AN ALUMINUM CAP ON A ROD MARKED "EAST LINE SPENCER"; THENCE NORTH 0° 03' 23" WEST 1201.53 FEET TO THE INITIAL POINT BEING MARKED BY A 1/2" x 3/4" IRON ROD; THENCE CONTINUE NORTH 0° 03' 23" WEST 1159.30 FEET TO A POINT ON THE SOUTH BANK OF THE MCKENZIE RIVER; THENCE ALONG THE SAID SOUTH BANK TO A POINT WHICH BEARS NORTH 79° 55' 00" EAST 131.40 FEET FROM THE LAST MENTIONED POINT; THENCE SOUTH 0° 01' 31" EAST 2417.02 FEET TO A POINT IN THE CENTER OF YOLANDA STREET; THENCE SOUTH 80° 49' 16" WEST 325.02 FEET; THENCE NORTH 0° 03' 23" WEST 1201.53 FEET TO THE INITIAL POINT, ALL BEING IN SECTION 24, TOWNSHIP 17 SOUTH, RANGE 3 WEST OF THE WILLAMETTE MERIDIAN, IN LANE COUNTY, OREGON.

THE ABOVE DESCRIBED PARCEL OF LAND INCLUDES PARCELS 1, 2 AND 3 OF THE "ROBERT KELLY O'NEILL" LAND PARTITION, BEING THE CITY OF SPRINGFIELD'S JOURNAL NO. 92-10-202.

9273102

State of Oregon,
County of Lane--
I, the County Clerk, in and for the said County, do hereby certify that the within instrument was received for record at
24 DEC 02 2:10 PM
Reel **1814R**
Lane County OFFICIAL Records
Lane County Clerk
By: *[Signature]*
County Clerk

9273103

18
1/3

NOTICE OF AGREEMENT

NOTICE IS GIVEN THAT Robert K. O'Neill and _____ hereinafter referred to as "Petitioner(s)", and the City of Springfield, a municipal corporation of the State of Oregon, hereinafter referred to as "City", on the 24th day of December, 1992, entered into an agreement governing in annexation to the City of real property identified as Tax Lot 1000 - Assessor's Map 17 03 24, a legal description of which is attached as EXHIBIT "A" and incorporated by reference herein.

The use and development of the above property is governed by the terms and conditions of the agreement signed by the parties. The agreement is filed in the central files of the City, to which reference is hereby made for all matters and things therein contained. This Agreement is binding on the Petitioner(s)' heirs, assigns and successors in interest in the property.

IN WITNESS WHEREOF, the parties hereto have set their hand and seal this 24th day of December, 1992.

By: Robert K. O'Neill
Owner Date

By: [Signature] 12-24-92
Planning and Development Director Date

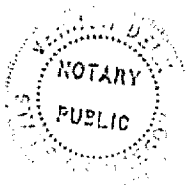
By: _____
Owner Date

259DEC.24'92NO&REC 10.00
259DEC.24'92NO&PFUND 10.00

STATE OF OREGON)
) ss.
County of Lane)

On this 24th day of December, 1992, before me, the undersigned, a notary public in the said county and state, personally appeared the within named Robert Kelly O'Neill and [Signature] known to me to be the the identical individuals described herein and who executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal the day and year last above written.



[Signature]
NOTARY PUBLIC FOR OREGON
My Commission Expires: 1-19-96

After recording return to:

Kelly O'Neill



9273103

"EXHIBIT A"

BEGINNING AT THE BRASS CAP MONUMENT MARKING THE SOUTHWEST CORNER OF THE FELIX SCOTT DONATION LAND CLAIM NO. 31 IN SECTION 25, TOWNSHIP 17 SOUTH, RANGE 3 WEST OF THE WILLAMETTE MERIDIAN; THENCE NORTH 0° 03' 43" WEST 2893.19 FEET TO AN ALUMINUM CAP ON A ROD MARKED "EAST LINE SPENCER"; THENCE NORTH 0° 03' 23" WEST 1201.53 FEET TO THE INITIAL POINT BEING MARKED BY A 5/8" x 30" IRON ROD; THENCE CONTINUE NORTH 0° 03' 23" WEST 304.04 FEET TO A POINT ON THE URBAN GROWTH BOUNDARY LINE; THENCE ALONG SAID LINE, NORTH 65° 07' 00" EAST 359.11 FEET; THENCE SOUTH 0° 01' 31" EAST 1695.68 FEET TO A POINT IN THE CENTER OF YOLANDA STREET; THENCE SOUTH 69° 49' 10" WEST 325.02 FEET; THENCE NORTH 0° 03' 23" WEST 1201.53 FEET TO THE INITIAL POINT, ALL BEING IN SECTION 24, TOWNSHIP 17 SOUTH, RANGE 3 WEST OF THE WILLAMETTE MERIDIAN, IN LAKE COUNTY, OREGON.

9273103

State of Oregon,
County of Lane—
I, the County Clerk, in and for the said
County, do hereby certify that the within
instrument is, or was, recorded as
24 552 92 21 04

Recd
1814R

Lane County Official Records
Lane County Clerk

By: *[Signature]*
County Clerk

ORIGINAL

BARGAIN AND SALE DEED

9301577

ROBERT KELLY O'NEILL

GRANTOR, does hereby grant, bargain, sell and convey to LANE COUNTY, a political subdivision of the State of Oregon, GRANTEE, it's successors and assigns, all of the following described property:

Two parcels of land, each one foot in width, located in the Southeast one-quarter (SE 1/4) of Section 24, Township 17 South, Range 3 West of the Willamette Meridian, Lane County, Oregon, being a portion of that tract of land conveyed to Robert Kelly O'Neill by a deed recorded in Reel 1789-R, Recorder's Reception Number 7251234; Lane County Deed Records, and lying westerly of and adjacent and easterly of and adjacent to, the right-of-way of Hayden Bridge Road as dedicated as a condition of approval for a City of Springfield partition, said parcel being further described as follows:

Beginning at the Brass Cap monument marking the Southwest Corner of the Felix Scott Donation Land Claim Number 51, Township 17 South, Range 3 West of the Willamette Meridian; thence North 0° 03' 43" West 2893.19 feet to an Aluminum Cap on a rod marked "East Line Spencer"; thence North 0° 03' 23" West 1301.53 feet to the True Point of Beginning; RUN thence North 0° 03' 23" West 70.00 feet; thence North 89° 58' 29" East 325.76 feet; thence South 0° 03' 23" East 70.00 feet; thence South 89° 58' 29" West 325.73 feet to the True Point of Beginning, and there ending, all in Lane County Oregon.

Parcel "A" being the most westerly one foot wide strip along the above described property and Parcel "B" being the most easterly one foot wide strip along the above described property.

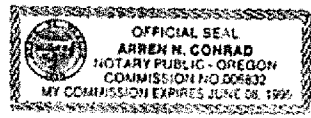
to hold in public trust for the benefit of the people of Lane County, and for the purpose of maintaining possession of said property in order to carry out the intent and purpose of the subdivision ordinance of Lane County regarding reserve strips, and to dispose of said property or part thereof by dedication as public road right-of-way as the Lane County Board of Commissioners shall order. Upon such authorized dedication this trust shall terminate with respect to the property or part thereof so dedicated.

True consideration for this transfer is "other than money". This recital of consideration is true as I verily believe.

Dated this 30th day of December, 1992

Robert Kelly O'Neill
Robert Kelly O'Neill

REZIAN.11'93ND7*PFLND 10.00



STATE OF OREGON)
COUNTY OF LANE)ss.

On 30 December, 1992, personally appeared the above-named Robert Kelly O'Neill and acknowledged the foregoing instrument to be a voluntary act before me:

Arren N. Conrad
Notary Public for Oregon
My Commission expires: 25 JUN 95

RESERVE STRIP - 17-03-24-00 TL 600
AFTER RECORDING RETURN TO: LANE COUNTY SURVEYOR, P58, EUGENE, OR 97401

9301577

9301577

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

11 JUN 95 4:21

1817R

Lane County DEED/AL Records,
Lane County, Ore.

Christine Neuman
County Clerk

No fee

9777809

BOOK 159 PAGE 1830

IN THE BOARD OF COUNTY COMMISSIONERS OF LANE COUNTY
STATE OF OREGON

ORDER NO. 95-10-18-4

FILED

NOV 14 1997

COUNTY CLERK

BY M. K. Sullivan

IN THE MATTER OF CERTIFICATION OF
(FINAL ASSESSMENTS FOR IMPROVEMENTS
(TO NORTH 19TH STREET AND YOLANDA
(AVENUE FROM SPRINGFIELD CITY LIMITS
(TO NORTH 23RD STREET AND SETTING
(LIEN VALUES AGAINST ADJACENT
(PROPERTIES.

WHEREAS, the Director's Report, including the estimated assessments for improvements was accepted by Board Order No. 95-8-9-21 and certain adjacent properties were ordered subject to a pending lien by Board Order Numbered 95-10-18-4; and

WHEREAS, construction of improvements to North 19th Street and Yolanda Avenue from Springfield City Limits to North 23rd Street began in the Spring of 1996 and have now been completed and inspected, and in accordance with ORS 371.640, the project was approved by the County Engineer on August 21, 1997; and in accordance with Lane Manual Chapter 21.220(3), the County Administrator accepted the project on September 11, 1997, and

WHEREAS, in accordance with ORS 371.645, a Public Hearing for objections to the assessments was set by Board Order No. 97-10-15-7, for November 5, 1997 at 1:30 P.M. in Harris Hall, Eugene, Oregon, and notice of said Public Hearing was given, as required by ORS 371.645(3), to property owners against which assessments are being levied; and

WHEREAS, the amount of the assessments against each parcel of land reported by the Lane County Public Works Director and submitted as his report are listed on the attached "Exhibit A" entitled "Road Improvements - North 19th Street" and incorporated herein by this reference: NOW,
THEREFORE

BE IT ORDERED, that the Board, having heard the objections and evidence presented, finds the assessments for improvements to North 19th Street and Yolanda Avenue from Springfield City Limits to North 23rd Street, are hereby established and certified as the final amount assessed against each parcel, specially benefited by the improvement, as shown on said "Exhibit A" attached and incorporated herein:
ALSO

BE IT ORDERED, that the owners of the property so assessed shall have the right to apply for installment payments of the assessments to be available at an interest rate of 11.50 percent, which equals the prime rate of 8.50 percent, as of October 10, 1997, plus 3 percent per annum. Said interest rate of 11.50 shall also apply to all assessments that become delinquent; **AND ALSO**

BE IT ORDERED, in accordance with ORS 371.650(1), that this order shall be recorded and filed with the County Clerk and entered into the appropriate County lien docket established subsequent to Board Order No. 95-10-18-4 in accordance with ORS 371.635(2).

Dated this 5 day of November, 1997.

APPROVED: Stephan J. Van der
Date 10-28-97 Lane County
OFFICE OF LEGAL COUNSEL

Cindy Weidreyer
Chair
Lane County Board of Commissioners

Return to Commissioners

9777809

BOOK 159 PAGE 1831

Exhibit A - Page 1 of 14

Road Improvements - North 19th Street & Yolanda Avenue

LANE COUNTY DEPARTMENT OF PUBLIC WORKS
FINAL PROPERTY ASSESSMENT
SUMMARY SHEET

<u>ITEM</u>	<u>FINAL TOTAL ASSESSMENT</u>
CONCRETE CURB & GUTTER (8" Base)	5,465.94 Linear Feet @ \$5.10 / L.F. = \$27,876.29 md.
CONCRETE WALKS	2,330.98 Square Yards @ \$13.75 / S.Y. = \$32,051.05 md.
6" THKN. CONCRETE DRIVEWAY	1,300.16 Square Yards @ \$19.35 / S.Y. = \$25,158.10 md.
8" THKN. CONCRETE DRIVEWAY	80.55 Square Yards @ \$25.00 / S.Y. = <u>\$2,013.75 md.</u>
TOTAL	\$87,099.19
+ 15% ENGINEERING & ADMINISTRATION	<u>\$13,064.88 md.</u>
FINAL TOTAL	\$100,164.07
- DEFERRED ASSESSMENTS	<u>\$20,166.99</u>
FINAL GRAND TOTAL	\$79,997.08

(The figures appearing on this page were
obtained from the Assessment Schedule.)

9777809

BOOK 159 PAGE 1832

Exhibit A - Page 2 of 14

Road Improvements - North 19th Street & Yolanda Avenue

LANE COUNTY DEPARTMENT OF PUBLIC WORKS
FINAL PROPERTY ASSESSMENT
CHANGES IN ADDRESS

<u>PARCEL NO.</u>	<u>ORIGINAL MAILING</u>	<u>CURRENT OWNERS</u>
1149-20	Miller Conrad L & Elizabeth 2320 N 19th St Springfield OR 97477	Wright Craig J & Susan E 2320 N 19th St Springfield OR 97477
1149-21	Huckins June A Scott Nellie M 2321 N 19th St Springfield OR 97477	Huckins June A 2321 N. 19th St Springfield OR 97477
1149-24	Golden Richard J Ashbridge Janeen E 2355 N 19th St Springfield OR 97477	Golden Richard J & Sandra L 2355 N 19th St Springfield OR 97477
1149-29	Duffy Kevin J & Mary Ann 2389 N 19th St Springfield OR 97477	Duffy Mary Ann 2389 N. 19th St Springfield OR 97477
1149-38	Stark James E & Margaret I 2455 N 19th St Springfield OR 97477	Stark James E. TE ETAL 2455 N. 19th St Springfield OR 97477
1149-45	Lynch Wilbert 2484 N 19th St Springfield OR 97477	Schneider Barbara K. 2484 N. 19th St Springfield OR 97477
1149-46	Hoover Vernon H & Betty L 2492 N 19th St Springfield OR 97477	Travess Terence M & Bonita J 2492 N 19th St Springfield OR 97477
1149-47	Carter Myrel M Life Est %Hartsch Alfred W & Claire 2495 N 19th St Springfield OR 97477	Bryce Barry L & Julie A 823 N. Sundown Otis OR 97368
1149-52	Schull Beverly 1953 Yolanda Springfield OR 97477	Kellis Richard M 1720 T Street Springfield OR 97477
1149-56	Archibald Jeffrey M & S J 2088 Yolanda Ave. Springfield OR 97477	Wolcott Jeffrey James Schevrich Maria E 2088 Yolanda Ave. Springfield OR 97477
1149-58	Olander Marjorie Ellen Olander Dale L 2112 Yolanda Ave Springfield OR 97477	Howard Forrest N & Marilyn K 2112 Yolanda Ave Springfield OR 97477

9777809

BOOK 159 PAGE 1833

Exhibit A - Page 3 of 14

Road Improvements - North 19th Street & Yolanda Avenue

<u>PARCEL NO.</u>	<u>ORIGINAL MAILING</u>	<u>CURRENT OWNERS</u>
1149-63	Or Dept Of Vets Affairs. Anderson John O & L L 2184 Yolanda Springfield OR 97477	Anderson John O Jr & Lani L 2184 Yolanda St Springfield OR 97477
1149-64	Schaafsma William J & Mabel 2497 Corral Dr Springfield OR 97477	Schaafsma Jacob L Schaafsma William C 2497 Corral Dr Springfield OR 97477

9777809

BOOK 159 PAGE 1841

Road Improvements - North 19th Street & Yolanda Avenue

LANE COUNTY DEPARTMENT OF PUBLIC WORKS
FINAL PROPERTY ASSESSMENT SCHEDULE

Exhibit A - Page 11 of 14

PARCEL NUMBER AND NAME & ADDRESS	DEED REF. TAX LOT NO. TOTAL FRINGE *L.F.	CURB & GUTTER 8" BASE *L.F.	CONCRETE WALKS *S.Y.	ASPHALT CONCRETE DRIVEWAY *TON	6" THIN CONCRETE DRIVEWAY *S.Y.	6" HIGH DRIVEWAY *S.Y.	VALLEY GUTTER FILLER *EACH	VALLEY GUTTER REINFD *L.F.	EXTRA WORK *LUMP	SUBTOTAL *15% ENCR.G	GRAND TOTAL
040 Casabolt Frank Jr & Karla R 2487 N 19th St Springfield OR 97477	Reel 1677 R.R.#9705763 17-03-24-43 TL #1100 137.93	137.93*	46.24*	\$635.80	41.96*	\$811.93				\$2151.17	\$2473.85
041 Schneider Barbara K. 2484 N. 19th St Springfield OR 97477	Reel 336 R.R.#75261 Reel 8238 R.R.#5978217 17-03-24-34 TL #600 80.00	80.00*	21.70*	\$298.38	31.46*	\$608.75				\$1315.13	\$1512.40
042 Travess Torrence H & Bonita J 2492 N 19th St Springfield OR 97477	Reel 2082 R.R.#0518045 Reel 2255 R.R.#9703293 17-03-24-34 TL #500 97.99	145.10* -52.87 \$470.37	25.98*	\$357.23	34.83*	\$671.96				\$1501.56	\$1726.79
043 Bryce Barry L & Julie A 823 N. Sundown Otis OR 97368	Reel 1161 R.R.#8142619 Reel 2123 R.R.#9572128 17-03-24-43 TL #1000 333.52	305.28*	100.49*	\$1505.49	82.54*	\$1597.15				\$4659.57	\$5350.51
044 O'Neill Robert K 1950 Yolanda Ave Springfield OR 97477	Reel 1789 R.R.#9251234 17-03-24-00 TL #601 25.00	25.00*	5127.50		19.25*	\$372.49				\$499.99	\$574.99

Assessments are based upon these final unit contract costs:

Concrete Walks \$13.75 per square yard,
6" Thin Concrete DriveWAY \$10.25 per square yard,
Valley Gutter Filler \$800.00 each

Concrete Curb & Gutter (6" base) \$5.10 per linear foot
Asphalt Concrete \$0.00 per ton
6" Thin Concrete DriveWAY \$25.00 per square yard
Valley Gutter Reinforced \$20.00 per linear foot

*L.F. = Linear Feet, *S.Y. = Square Yards, *TON = Ton, *EACH = Each, *LUMP = Lump Sum
** = Deferred Assessment

9777809 BOOK 159 PAGE 1844

Road Improvements - North 19th Street & Yolanda Avenue

LANE COUNTY DEPARTMENT OF PUBLIC WORKS
FINAL PROPERTY ASSESSMENT SCHEDULE

EXHIBIT A - Page 14 of 14

PARCEL NUMBER AND NAME & ADDRESS	DEED REF. TAX LOT NO. TOTAL FRUITED ACRES	CURB & GUTTER BASE	CONCRETE BLOCKS	ASPHALT CONCRETE DRIVEWAY	6" THICK DRIVEWAY	8" THICK DRIVEWAY	VALLEY GUTTER FILLET	VALLEY GUTTER REINF'D	EXTRA WORK	SUBTOTAL	GRAND TOTAL
1149-61 Moore Carolyn 2155 Yolanda Ave Springfield OR 97477	Reel 524 R.R.#39949 17-03-26-43 TL #2400 104.98	\$103.31*	\$5.18*	\$594.82	\$0.74*					\$1605.43	\$1846.24
1149-62 Long Kenneth W Jr & Barbara 2108 Yolanda Springfield OR 97477	Reel 903 R.R.#782498 17-03-26-43 TL #300 90.00	\$90.00*	\$459.00	\$411.54	\$27.65*					\$1405.57	\$1616.41
1149-63 Anderson John O Jr & Lani L 2188 Yolanda St Springfield OR 97477	Reel 1298 R.R.#8123021 17-03-26-43 TL #200 87.93	\$75.74*	\$386.27	\$300.16	\$27.93*					\$1226.30	\$1410.25
1149-64 Schatzman Jacob L 2497 Corral Dr Springfield OR 97477	Reel 1716 R.R.#9142899 17-03-26-43 TL #3100 105.02	\$102.40*	\$322.24	\$782.24						\$1304.48	\$1500.15**
1149-66 Mettlen Dean & Gayle 2413 N 17th Pl Springfield OR 97477	Reel 1833 R.R.#9315995 17-03-26-00 TL #602 264.93	\$264.93*	\$1351.14	\$2023.73						\$3374.87	\$506.23

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

'97 NOV 14 AM 10:09

Reel 2356R
Lane County OFFICIAL Records
Lane County Clerk
By: *David S. Schuchert*
County Clerk

Assessments are based upon these final unit contract costs:

- Concrete Walks \$13.75 per square yard
- 6" Thkn. Concrete Driveway \$19.25 per square yard
- Valley Gutter Fillet \$80.00 each
- Concrete Curb & Gutter (8" base) \$5.10 per linear foot
- Asphalt Concrete 8" Thkn. \$0.00 per ton
- 6" Thkn. Concrete Driveway \$25.00 per square yard
- Valley Gutter Reinforced \$20.00 per linear foot

Notes: *L.F. = Linear Feet, *S.Y. = Square Yards, *TON = Ton, *EACH = Each, *LUMP = Lump Sum
** = Deferred Assessment

RECORDATION REQUESTED BY:

National City Bank
Central Fulfillment Department
Locator 01-7120
6750 Miller Road
Brecksville, OH 44141

Division of Chief Deputy Clerk
Lane County Deeds and Records

2008-016782



\$66.00

03/25/2008 02:13:05 PM

RPR-DTR Cnt=1 Stn=4 CASHIER 02
\$45.00 \$10.00 \$11.00

When recorded mail to:

**FIRST AMERICAN TITLE INSURANCE
LENDERS ADVANTAGE
1100 SUPERIOR AVENUE, SUITE 200
CLEVELAND, OHIO 44114
ATTN: FT1120**

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

LINE OF CREDIT INSTRUMENT

14045056

LINE OF CREDIT MORTGAGE. (A) This Mortgage is a LINE OF CREDIT INSTRUMENT. (B) The maximum principal amount to be advanced pursuant to the Note is \$415,000.00. (C) The term of the Note commences on the date of this Mortgage and ends on March 1, 2018.

THIS MORTGAGE dated Mar. 5, 2008, is made and executed between , not personally but as Trustee on behalf of HELFRICH FAMILY TRUST, whose address is 2587 19TH ST , SPRINGFIELD, OR 97477 (referred to below as "Grantor") and National City Bank, whose address is Locator 01-7120, 6750 Miller Road, Brecksville, OH 44141 (referred to below as "Lender").

GRANT OF MORTGAGE. For valuable consideration, represented in the Note dated March 3, 2008, in the original principal amount of \$415,000.00, from Borrower to Lender, Grantor mortgages and conveys to Lender all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights, watercourses and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in LANE County, State of Oregon:

See the exhibit or other description document which is attached to this Mortgage and made a part of this Mortgage as if fully set forth herein.

The Real Property or its address is commonly known as 2587 19TH ST , SPRINGFIELD, OR 97477. The Real Property tax identification number is 1626298.

Grantor presently assigns to Lender all of Grantor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

FUTURE ADVANCES. In addition to the Note, this Mortgage secures all future advances made by Lender to Borrower whether or not the advances are made pursuant to a commitment. Specifically, without limitation, this Mortgage secures, in addition to the amounts specified in the Note, all future amounts Lender in its discretion may loan to Borrower, together with all interest thereon; however, in no event shall such future advances (excluding interest) exceed in the aggregate \$415,000.00.

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

GRANTOR'S WAIVERS. Grantor waives all rights or defenses arising by reason of any "one action" or "anti-deficiency" law, or any other law which may prevent Lender from bringing any action against Grantor, including a claim for deficiency to the extent Lender is otherwise entitled to a claim for deficiency, before or after Lender's commencement or completion of any foreclosure action, either judicially or by exercise of a power of sale.

GRANTOR'S REPRESENTATIONS AND WARRANTIES. Grantor warrants that: (a) this Mortgage is executed at Borrower's request and not at the request of Lender; (b) Grantor has the full power, right, and authority to enter into this Mortgage and to hypothecate the Property; (c) the provisions of this Mortgage do not conflict with, or result in a default under any agreement or other instrument binding upon Grantor and do not result in a violation of any law, regulation, court decree or order applicable to Grantor; (d) Grantor has established adequate means of obtaining from Borrower on a continuing basis information about Borrower's financial condition; and (e) Lender has made no representation to Grantor about Borrower (including without limitation the creditworthiness of Borrower).

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Mortgage, Borrower shall pay to Lender all Indebtedness secured by this Mortgage as it becomes due, and Borrower and Grantor shall strictly perform all Borrower's and Grantor's obligations under this Mortgage.

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

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

GRAINS, FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 197.352.

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

Compliance With Environmental Laws. Grantor represents and warrants to Lender that: (1) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; (2) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property, or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (3) Except as previously disclosed to and acknowledged by Lender in writing, (a) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from the Property; and (b) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation all Environmental Laws. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Grantor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Mortgage. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Grantor or to any other person. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for Hazardous Substances. Grantor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws; and (2) agrees to indemnify, defend, and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Mortgage or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Grantor's ownership or interest in the Property, whether or not the same was or should have been known to Grantor. The provisions of this section of the Mortgage, including the obligation to indemnify and defend, shall survive the payment of the Indebtedness and the satisfaction and reconveyance of the lien of this Mortgage and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

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

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

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

Compliance with Governmental Requirements. Grantor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property. Grantor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Grantor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

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

DUE ON SALE - CONSENT BY LENDER. Lender may, at Lender's option, declare immediately due and payable all sums secured by this Mortgage upon the sale or transfer, without Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest in the Real Property; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of an interest in the Real Property. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or by Oregon law.

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

Payment. Grantor shall pay when due (and in all events prior to delinquency) all taxes, payroll taxes, special taxes, assessments, water charges and sewer service charges levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Grantor shall maintain the Property free of any liens having priority over or equal to the interest of Lender under this Mortgage, except for those liens specifically agreed to in writing by Lender, and except for the lien of taxes and assessments not due as further specified in the Right to Contest paragraph.

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

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

Notice of Construction. Grantor shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or

Materials are supplied to the Property, if any mechanic's lien, materialmen's lien, or other lien could be asserted on account of the work, services, or materials. Grantor will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Grantor can and will pay the cost of such improvements.

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

Maintenance of Insurance. Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all Improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender. Policies shall be written by such insurance companies and in such form as may be reasonably acceptable to Lender. Grantor shall deliver to Lender certificates of coverage from each insurer containing a stipulation that coverage will not be cancelled or diminished without a minimum of thirty (30) days' prior written notice to Lender and not containing any disclaimer of the insurer's liability for failure to give such notice. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. Should the Real Property be located in an area designated by the Director of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain Federal Flood Insurance, if available, for the full unpaid principal balance of the loan and any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan.

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

LENDER'S EXPENDITURES. If Grantor fails (A) to keep the Property free of all taxes, liens, security interests, encumbrances, and other claims, (B) to provide any required insurance on the Property, or (C) to make repairs to the Property then Lender may do so. If any action or proceeding is commenced that would materially affect Lender's interests in the Property, then Lender on Grantor's behalf may, but is not required to, take any action that Lender believes to be appropriate to protect Lender's interests. All expenses incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Mortgage also will secure payment of these amounts. The rights provided for in this paragraph shall be in addition to any other rights or any remedies to which Lender may be entitled on account of any default. Any such action by Lender shall not be construed as curing the default so as to bar Lender from any remedy that it otherwise would have had.

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

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

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

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

Survival of Promises. All promises, agreements, and statements Grantor has made in this Mortgage shall survive the execution and delivery of this Mortgage, shall be continuing in nature and shall remain in full force and effect until such time as Borrower's Indebtedness is paid in full.

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

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

Application of Net Proceeds. If all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation, Lender may at its election require that all or any portion of the net proceeds of the award be applied to the Indebtedness or the repair or restoration of the Property. The net proceeds of the award shall mean the award after payment of all reasonable costs, expenses, and attorneys' fees incurred by Lender in connection with the condemnation.

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

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

in addition to all taxes, fees, documentary stamps, and other charges for recording or registering this Mortgage.

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

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

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

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

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

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

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

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

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

FULL PERFORMANCE. If Borrower and Grantor pay all the Indebtedness, including without limitation all future advances, when due, and Grantor otherwise performs all the obligations imposed upon Grantor under this Mortgage, Lender shall execute and deliver to Grantor a suitable satisfaction of this Mortgage and suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Personal Property. Grantor will pay, if permitted by applicable law, any reasonable termination fee as determined by Lender from time to time.

EVENTS OF DEFAULT. At Lender's option, Grantor will be in default under this Mortgage if any of the following happen:

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

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

Break Other Promises. Borrower or Grantor breaks any promise made to Lender or fails to perform promptly at the time and strictly in the manner provided in this Mortgage or in any agreement related to this Mortgage.

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

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

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

Taking of the Property. Any creditor or governmental agency tries to take any of the Property or any other of Borrower's or Grantor's property in which Lender has a lien. This includes taking of, garnishing of or levying on Borrower's or Grantor's accounts with Lender. However, if Borrower or Grantor disputes in good faith whether the claim on which the taking of the Property is based is valid or reasonable, and if Borrower or Grantor gives Lender written notice of the claim and furnishes Lender with monies or a surety bond satisfactory to Lender to satisfy the claim, then this default provision will not apply.

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

Indebtedness or other obligation of Borrower or Grantor to Lender, whether existing now or later.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any guarantor, endorser, surety, or accommodation party of any of the Indebtedness or any guarantor, endorser, surety, or accommodation party dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness. In the event of a death, Lender, at its option, may, but shall not be required to, permit the guarantor's estate to assume unconditionally the obligations arising under the guaranty in a manner satisfactory to Lender, and, in doing so, cure any Event of Default.

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

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

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

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

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

Judicial Foreclosure. Lender may obtain a judicial decree foreclosing Grantor's interest in all or any part of the Property.

Nonjudicial Sale. If permitted by applicable law, Lender may foreclose Grantor's interest in all or in any part of the Personal Property or the Real Property by non-judicial sale.

Deficiency Judgment. If permitted by applicable law, Lender may obtain a judgment for any deficiency remaining in the Indebtedness due to Lender after application of all amounts received from the exercise of the rights provided in this section.

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

Other Remedies. Lender shall have all other rights and remedies provided in this Mortgage or the Note or available at law or in equity.

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

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

Election of Remedies. All of Lender's rights and remedies will be cumulative and may be exercised alone or together. An election by Lender to choose any one remedy will not bar Lender from using any other remedy. If Lender decides to spend money or to perform any of Grantor's obligations under this Mortgage, after Grantor's failure to do so, that decision by Lender will not affect Lender's right to declare Grantor in default and to exercise Lender's remedies.

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

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

ADDENDUM TO THE DEFINITION OF INDEBTEDNESS. The word "Indebtedness" shall include any and all obligations and liabilities of

Borrower/Grantor to National City Bank, whether absolute or contingent, whether now existing or hereafter created, arising, evidenced or acquired (including all renewals, extensions and modifications thereof and substitutions therefor) under any agreement, device or arrangement designed to protect Borrower/Grantor from fluctuations of interest rates, exchange rates or forward rates, including, but not limited to, dollar-denominated or cross-currency exchange agreements, forward currency exchange agreements, interest rate caps, collars or floors, forward rate currency or interest rate options, puts, warrants, swaps, swaptions, U.S. Treasury locks and U.S. Treasury options, any other interest rate hedging transactions, such as, but not limited to, managing the Borrower's/Grantor's interest rate risk associated with any pending or potential capital market transactions such as fixed rate bond issues and any and all cancellations, buybacks, reversals, terminations or assignments of any of the foregoing.

REVOLVING LINE OF CREDIT. Specifically, in addition to the amounts specified in the indebtedness definition, and without limitation, this Mortgage/Deed of Trust secures a revolving line of credit, which obligates Lender to make advances to Grantor so long as Grantor complies with all the terms of the Note. Such advances may be made, repaid, and remade from time to time, subject to the limitation that the total outstanding balance owing at any one time, not including, finance charges on such balance at a fixed or variable rate or sum as provided in the Note, any temporary overages, other charges, and any amounts expended or advanced as provided in either the Indebtedness paragraph or this paragraph, shall not exceed the Credit Limit as provided in the Note. It is the intention of Grantor and Lender that this Mortgage/Deed of Trust secures the balance outstanding under the Note from time to time from zero up to the Credit Limit as provided in this Mortgage/Deed of Trust and any intermediate balance.

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

Amendments. What is written in this Mortgage and in the Related Documents is Grantor's entire agreement with Lender concerning the matters covered by this Mortgage. To be effective, any change or amendment to this Mortgage must be in writing and must be signed by whoever will be bound or obligated by the change or amendment.

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

Governing Law. With respect to procedural matters related to the perfection and enforcement of Lender's rights against the Property, this Mortgage will be governed by federal law applicable to Lender and to the extent not preempted by federal law, the laws of the State of Oregon. In all other respects, this Mortgage will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Ohio without regard to its conflicts of law provisions. However, if there ever is a question about whether any provision of this Mortgage is valid or enforceable, the provision that is questioned will be governed by whichever state or federal law would find the provision to be valid and enforceable. The loan transaction that is evidenced by the Note and this Mortgage has been applied for, considered, approved and made, and all necessary loan documents have been accepted by Lender in the State of Ohio.

Joint and Several Liability. All obligations of Borrower and Grantor under this Mortgage shall be joint and several, and all references to Grantor shall mean each and every Grantor, and all references to Borrower shall mean each and every Borrower. This means that each Grantor signing below is responsible for all obligations in this Mortgage.

No Waiver by Lender. Grantor understands Lender will not give up any of Lender's rights under this Mortgage unless Lender does so in writing. The fact that Lender delays or omits to exercise any right will not mean that Lender has given up that right. If Lender does agree in writing to give up one of Lender's rights, that does not mean Grantor will not have to comply with the other provisions of this Mortgage. Grantor also understands that if Lender does consent to a request, that does not mean that Grantor will not have to get Lender's consent again if the situation happens again. Grantor further understands that just because Lender consents to one or more of Grantor's requests, that does not mean Lender will be required to consent to any of Grantor's future requests. Grantor waives presentment, demand for payment, protest, and notice of dishonor.

Severability. If a court finds that any provision of this Mortgage is not valid or should not be enforced, that fact by itself will not mean that the rest of this Mortgage will not be valid or enforced. Therefore, a court will enforce the rest of the provisions of this Mortgage even if a provision of this Mortgage may be found to be invalid or unenforceable.

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

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

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

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

DEFINITIONS. The following words shall have the following meanings when used in this Mortgage:

Borrower. The word "Borrower" means DEAN HELFRICH and GAYLE HELFRICH and includes all co-signers and co-makers signing the Note and all their successors and assigns.

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

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

Grantor. The word "Grantor" means HELFRICH FAMILY TRUST.

Guaranty. The word "Guaranty" means the guaranty from guarantor, endorser, surety, or accommodation party to Lender, including without limitation a guaranty of all or part of the Note.

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

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

Indebtedness. The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Lender to enforce Grantor's obligations under this Mortgage, together with interest on such amounts as provided in this Mortgage. Specifically, without limitation, Indebtedness includes the future advances set forth in the Future Advances provision of this Mortgage, together with all interest thereon.

Lender. The word "Lender" means National City Bank, its successors and assigns. The words "successors or assigns" mean any person or company that acquires any interest in the Note.

Mortgage. The word "Mortgage" means this Line of Credit Instrument between Grantor and Lender.

Note. The word "Note" means the promissory note dated Mar 5, 2008 in the original principal amount of \$ 415000 from Borrower to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. The maturity date of the Note is March 1, 2018.

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

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

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

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

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

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

GRANTOR:

HELFRICH FAMILY TRUST

By: Dean Helfrich
Authorized Signer for HELFRICH FAMILY TRUST
Dean Helfrich

By: Gayle D. Helfrich
Authorized Signer for HELFRICH FAMILY TRUST
Gayle D. Helfrich

TRUST ACKNOWLEDGMENT

STATE OF Oregon)
)
) SS
COUNTY OF Lane)

On this 5th day of March, 2008, before me, the undersigned Notary Public, personally appeared Dean Helfrich, Gayle D. Helfrich of HELFRICH FAMILY TRUST and Dean Helfrich of HELFRICH FAMILY TRUST, and known to me to be authorized trustees or agents of the trust that executed the Mortgage and acknowledged the Mortgage to be the free and voluntary act and deed of the trust, by authority set forth in the trust documents or, by authority of statute, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute this Mortgage and in fact executed the Mortgage on behalf of the trust.

By: Joye Valdez
Notary Public in and for the State of Oregon

Residing at Eugene Oregon
My commission expires 3/5/2010



**MORTGAGE
(Continued)**

Exhibit B
60 of 79

Page 8

LASER PRO Lending, Ver. 5.37.00.003 Copr. Harland Financial Solutions, Inc. 1997, 2008. All Rights Reserved. - OR/OH e:\CFIWINPA\CFILPL\IG03.FC TR-26930 PR-213

EXHIBIT "A"

LEGAL DESCRIPTION

SITUATED IN THE COUNTY OF LANE AND STATE OF OREGON: PARCEL 1, 2
AND 3, LAND PARTITION PLAT NUMBER 98-P1138, FILED JUNE 29, 1998,
LANE COUNTY LAND PARTITION PLAT RECORDS, IN LANE COUNTY, OREGON.

1626298
2587 19TH ST; SPRINGFIELD, OR 97477-1654

01-698-153611225 / 023780838
36214297/f/or



5/16/09
51

Division of Chief Deputy Clerk
Lane County Deeds and Records

2009-023792



\$51.00

01070270200900237920050058

05/05/2009 09:22:16 AM

RPR-ESMT Cnt=2 Stn=6 CASHIER 07
\$5.00 \$25.00 \$10.00 \$11.00

After Recording Return To:

Dean Helfrich
2587 N. 19th Street
Springfield, OR 97477

Send Tax Statements To:
No change.

GRANT OF EASEMENT AND MAINTENANCE AGREEMENT

For value received, receipt of which is hereby acknowledged, Dean Helfrich and Gayle D. Helfrich Trustees of the Helfrich Family Trust Grantors), hereby grant, transfer and convey to Dean Helfrich and Gayle D. Helfrich Trustees of the Helfrich Family Trust (Grantees), a perpetual nonexclusive easement to use the following described strip of land:

Beginning at the Northwest corner of Parcel I of Land Partition Plat No. 92-P0306, filed on 4th January, 1993, Lane County Oregon Plat Records, in Lane County, Oregon, and referenced on County Survey File No. 31021; thence North 89° 58' 29" East 103.72 feet thence North 00° 03' 23" East 15.00 feet; thence South 89° 58' 29" West 203.00 feet to a point on the the Eastern right-of-way line of 19th Street, thence along said right-of-way South 00°03'23" West 15.00 feet; thence leaving said right-of-way line North 89° 58' 29" East 99.28 feet to the True Point of Beginning all in Lane County, Oregon

- 1) This easement is not personal or in gross but is to be appurtenant to each and every portion of the following property owned by Grantees:

*Beginning at a point being North 0°03'43" West 2893.19 feet, North 89°49'10" East 325.02 feet, and North 0°01'31" West 35.00 feet from the Southwest Corner of the Felix Scott Donation Land Claim No. 51 in Section 25, Township 17 South, Range 3 West of the Willamette Meridian, said point being the Southeast corner of the Parcel I Land Partition Plat Number 92-P0306 as filed in the Lane County Surveyor Office, County File Survey Number 31021 said point also being on the Northern right-of-way line of Hayden Bridge Road thence leaving said right-of-way line North 0°01'31" West 438.89 feet the True point of Beginning thence South 89°58'29" West 87.28 feet; thence North 00°03'23" West 175.00 feet; thence South 89°58'29" West 203.00 to a point on the Eastern right-of-way line of 19th Street, thence along said right-of-way North 00°03'23" West 651.76 feet; thence leaving said right-of-way along the Southern right-of-way of Hayden Bridge Stub North 89°58'29" East 290.73 feet; thence leaving said Northern right-of-way South 0°01'31" East 826.76 to the True Point of Beginning, all in Lane County, Oregon.
(cont. 4.71 acres)*

- 2) This easement is granted over and across property owned by Grantors in Lane County, Oregon, described as follows:

*Beginning at a point being North 0°03'43" West 2893.19 feet, North 89°49'10" East 325.02 feet, and North 0°01'31" West 35.00 feet from the Southwest Corner of the Felix Scott Donation Land Claim No. 51 in Section 25, Township 17 South, Range 3 West of the Willamette Meridian, said point being the Southeast corner of the Parcel I Land Partition Plat Number 92-P0306 as filed in the Lane County Surveyor Office, County File Survey Number 31021 said point also being on the Northern right-of-way line of Hayden Bridge Road thence leaving said right-of-way line North 0°01'31" West 438.89 feet; thence South 89°58'29" West 87.28 feet; to the True Point of Beginning thence North 00°03'23" West 175.00 feet; thence South 89°58'29" West 203.00 feet to a point on the Eastern right-of-way line of 19th Street, thence along said right-of-way line the following courses and distances: South 00°03'23" East 265.23 feet, along a 87.90 foot radius curve to the left, (the chord of which bears South 14°21'31" East 43.43 feet) a distance of 43.88 feet, along a 157.90 foot radius curve to the right (the chord of which bears South 14°21'31" East 78.01 feet) a distance of 78.83 feet, and South 00°03'23" East 46.40 feet; thence leaving said right-of-way North 89°49'10" East 95.14 feet; thence North 0°01'31" West 20.00; thence North 52°43'50" West 85.00 feet; thence North 0°01'31" West 56.21 feet; thence North 44°58'29" East 58.86 feet; thence North 0°01'31" West 85.00 feet; thence North 89°58'29" East 100.72 feet the True Point of Beginning, all in Lane County, Oregon.
(cont. 1.23 acres)*

3) This grant is made upon the following terms:

3.1) The consideration for this easement is other than monetary.

3.2) Grantees are granted the right to use the easement as a means of ingress and egress to and from the land described in paragraph 1), or any portion thereof. Grantees are further granted the right to use the easement for the installation and maintenance of such public utilities as may be needed to serve the property described in paragraph 1, or any portion thereof.

3.3) Grantor and Grantees shall at all times hereafter jointly maintain the easement property and roadway in a condition as good as its present, graveled condition. The cost of the maintenance and repairs shall be paid by Grantors and Grantees in proportion to their use. Grantors shall pay the real property taxes on the easement strip.

3.4) Grantors shall, at all times and without restriction, have the right to use the easement property and roadway for purposes not inconsistent with Grantee's full enjoyment of the rights herein granted.

3.5) The easement is for access, ingress and egress only and shall not be used by any party for the storage or parking of vehicles except on a temporary emergency basis. The easement shall not be used for storage or for any other purpose other than as specified in this easement.

3.6) This easement shall run with the land and shall be binding on and shall inure to the benefits of Grantors and grantees, their heirs, successors or assigns.

IN WITNESS THEREOF, we have executed this Grant of Easement and Maintenance Agreement on this 10 day of April, 2009.

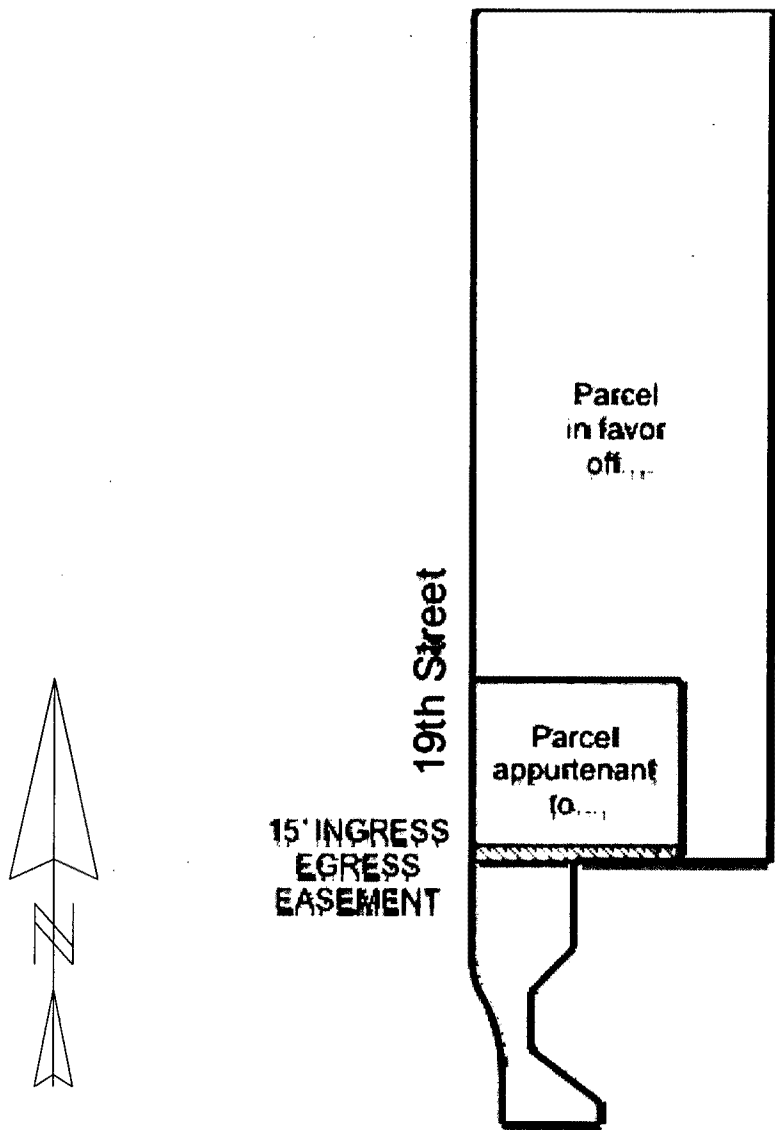
Dean Helfrich

Dean Helfrich Trustee of the Helfrich Family Trust

Gayle D. Helfrich

Gayle D. Helfrich Trustee of the Helfrich Family Trust

Hayden Bridge Stub



DETAIL

41
75
6/6

**IMPROVEMENT AGREEMENT
INCLUDING NOTICE OF POTENTIAL ASSESSMENT LIEN**

(In Lieu of Immediate Construction of Public Improvement; includes Waiver of Right to Remonstrate)

IN CONSIDERATION of the covenants herein recited, the City of Springfield, hereinafter referred to as City, and Dean Helfrich and Gayle D. Helfrich Trustees of the Helfrich Family Revocable Living Trust hereinafter referred to as Applicant(s), do covenant and agree with respect to the real property described below as follows:

1. Applicant(s) warrants and represents to the City of Springfield that it is the owner of the property more particularly described and set forth in Paragraph 7 below and, as owner, has the authority to enter into this Improvement Agreement with the City of Springfield.
2. Applicant(s) desires Development Approval from the City with respect to the following Development Application SUB2008-0053
3. The development will cause both an immediate and long-term demand on the various public facilities of City and Lane County including the specific public improvements necessitated by the development as set forth in paragraph 6.
4. This Improvement Agreement is an alternative to imposing a condition on Applicant's development approval that the Applicant make immediate construction of any public improvement that the development necessitates. The objective is to promote efficiency, coordination, and spread costs by providing an opportunity for a district wide improvement mechanism where construction occurs in a coordinated project with the participation of adjacent and other properties in the area, instead of requiring immediate improvement in conjunction with each development application. There is no guarantee, however, that such a coordinated project will be possible and the City reserves the right to require construction of the improvements in the future at City discretion.
5. (a) Applicant and City agree that Applicant will pay the cost of the following public facility improvements described in Paragraph 6 in accordance with respective cost assumption policy established by City at the time the City determines to undertake and complete such public improvements.


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

(c) Applicant acknowledges that the timing of the construction of such improvements is within the sole and exclusive direction of the City.
6. (a) **STREET IMPROVEMENTS** along the frontage of 19th Street to include: surface paving; storm sewers; sanitary sewers; curbs; gutters; planter strips; street trees; street lights; sidewalks.

(b) **TRAFFIC SIGNALS** at the intersection of _____

(c) **OTHER IMPROVEMENTS** _____

Division of Chief Deputy Clerk
Lane County Deeds and Records 2009-023793



\$46.00
01070271200900237930040049
05/05/2009 09:22:16 AM
RPR-NTPOLIEN Cnt=2 Stn=6 CASHIER 07
\$5.00 \$20.00 \$10.00 \$11.00

AFTER RECORDING RETURN TO:
CITY OF SPRINGFIELD - PUBLIC WORKS DEPARTMENT - 225 FIFTH STREET - SPRINGFIELD OR 97477

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

7. LEGAL DESCRIPTION:

SEE EXHIBIT "A"
ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE

AKA: _____ Tax Map & Lot No.: 17-03-24 detail map no.1 taxlot 609
Property Address: _____

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

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

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

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

NOTICE TO APPLICANT/PROSPECTIVE PURCHASER

If you are the applicant or a prospective purchaser of this property, you are advised to discuss this Agreement with an Attorney of your choice. Execution and recordation of this Agreement will place requirements on the Owner and any subsequent purchaser of the Real Property described in Section 7 and their heirs, successors and assigns. These requirements include but are not limited to the payment for the public improvements described in Section 6. This may result in an assessment lien on the Real Property described in Section 7 and significant costs to the Owner and Purchasers, and their heirs, successors and assigns. An Applicant's signature on this Agreement indicates that the Applicant has thoroughly read this Agreement, understands it, has had the opportunity to consult legal counsel prior to its execution, and understands that execution of the Agreement may result in significant financial obligations imposed upon the Owner of the Real Property. Any prospective Purchaser of the property burdened by this Improvement Agreement should also thoroughly review this Agreement, consult with legal counsel prior to purchasing the property, and understand that this Agreement may result in a significant financial obligation imposed upon any Owner of the Real Property described in Section 7.

WHEREFORE, the parties have hereunto set their hand this 10th
day of April, 2009.

SIGNATURE(S): Dean Helfrich
PRINT NAME(S): Dean Helfrich Trustee
of the Helfrich Family Revocable Living Trust

Gayle D. Helfrich
Gayle D. Helfrich Trustee
of the Helfrich Family Revocable Living Trust

STATE OF OREGON }
COUNTY OF lane } SS

BE IT REMEMBERED that on this 10 day of April, 2009 before me, the undersigned, a notary public in and for said County and State, personally appeared the within named Dean Helfrich and Gayle D. Helfrich, Trustees of the Helfrich Family Revocable Living Trust whose identity was proved to me on the basis of satisfactory evidence and who executed the within instrument and acknowledged to me that they executed the same freely and voluntarily.

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

Shannon Marie Dean
Notary Public for Oregon



February 19, 2013
My Commission Expires

CITY OF SPRINGFIELD

Reviewed and approved
By Andy Lubid, AIC (No notary required)
Development Services Department, Planning Division

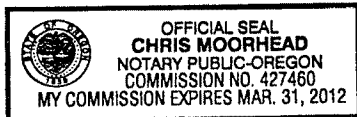
Accepted by Dennis P. Ernst
Dennis P. Ernst - City Surveyor

STATE OF OREGON }
COUNTY OF LANE } SS

BE IT REMEMBERED that on this 13 day of APRIL, 2009 before me, the undersigned, a notary public in and for said County and State, personally appeared the within named Dennis P. Ernst whose identity was proved to me on the basis of satisfactory evidence and who executed the within instrument and acknowledged to me that he executed the same freely and voluntarily

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

Chris Moorhead
Notary Public for Oregon



March 31, 2012
My Commission Expires

EXHIBIT "A"

Beginning at a point being North 0°03'43" West 2893.19 feet, North 89°49'10" East 325.02 feet, and North 0°01'31" West 35.00 feet from the Southwest Corner of the Felix Scott Donation Land Claim No. 51 in Section 25, Township 17 South, Range 3 West of the Willamette Meridian, said point being the Southeast corner of the Parcel I Land Partition Plat Number 92-P0306 as filed in the Lane County Surveyor Office, County File Survey Number 31021 said point also being on the Northern right-of-way line of Hayden Bridge Road thence leaving said right-of-way line North 0°01'31" West 438.89 feet; thence South 89°58'29" West 87.28 feet; to the True Point of Beginning thence North 00°03'23" West 175.00 feet; thence South 89°58'29" West 203.00 feet to a point on the Eastern right-of-way line of 19th Street, thence along said right-of-way line the following courses and distances: South 00°03'23" East 265.23 feet, along a 87.90 foot radius curve to the left, (the chord of which bears South 14°21'31" East 43.43 feet) a distance of 43.88 feet, along a 157.90 foot radius curve to the right (the chord of which bears South 14°21'31" East 78.01 feet) a distance of 78.83 feet, and South 00°03'23" East 46.40 feet; thence leaving said right-of-way North 89°49'10" East 95.14 feet; thence North 0°01'31" West 20.00; thence North 52°43'50" West 85.00 feet; thence North 0°01'31" West 56.21 feet; thence North 44°58'29" East 58.86 feet; thence North 0°01'31" West 85.00 feet; thence North 89°58'29" East 100.72 feet the True Point of Beginning, all in Lane County, Oregon.
(cont. 1.23 acres)

41 + 5
46

**IMPROVEMENT AGREEMENT
INCLUDING NOTICE OF POTENTIAL ASSESSMENT LIEN**

(In Lieu of Immediate Construction of Public Improvement; includes Waiver of Right to Remonstrate)

IN CONSIDERATION of the covenants herein recited, the City of Springfield, hereinafter referred to as City, and Dean Helfrich and Gayle D. Helfrich Trustees of the Helfrich Family Revocable Living Trust hereinafter referred to as Applicant(s), do covenant and agree with respect to the real property described below as follows:


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

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to include: surface paving; storm sewers; sanitary sewers; curbs;
 gutters; planter strips; street trees; street lights; sidewalks.
- (b) TRAFFIC SIGNALS at the intersection of _____
- (c) OTHER IMPROVEMENTS _____

Division of Chief Deputy Clerk
Lane County Deeds and Records

2009-023794



\$46.00

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05/05/2009 09:22:16 AM
RPR-NTPOLIEN Cnt=2 Stn=6 CASHIER 07
\$5.00 \$20.00 \$10.00 \$11.00

AFTER RECORDING RETURN TO:
CITY OF SPRINGFIELD – PUBLIC WORKS DEPARTMENT – 225 FIFTH STREET – SPRINGFIELD OR 97477

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7. LEGAL DESCRIPTION:

SEE EXHIBIT "A"
ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE

AKA: _____ Tax Map & Lot No.: 17-03-24 detail map no.1 taxlot 610
Property Address: _____

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

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

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

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

NOTICE TO APPLICANT/PROSPECTIVE PURCHASER

If you are the applicant or a prospective purchaser of this property, you are advised to discuss this Agreement with an Attorney of your choice. Execution and recordation of this Agreement will place requirements on the Owner and any subsequent purchaser of the Real Property described in Section 7 and their heirs, successors and assigns. These requirements include but are not limited to the payment for the public improvements described in Section 6. This may result in an assessment lien on the Real Property described in Section 7 and significant costs to the Owner and Purchasers, and their heirs, successors and assigns. An Applicant's signature on this Agreement indicates that the Applicant has thoroughly read this Agreement, understands it, has had the opportunity to consult legal counsel prior to its execution, and understands that execution of the Agreement may result in significant financial obligations imposed upon the Owner of the Real Property. Any prospective Purchaser of the property burdened by this Improvement Agreement should also thoroughly review this Agreement, consult with legal counsel prior to purchasing the property, and understand that this Agreement may result in a significant financial obligation imposed upon any Owner of the Real Property described in Section 7.

WHEREFORE, the parties have hereunto set their hand this 10
day of April, 2009.

SIGNATURE(S): Dean Helfrich
PRINT NAME(S): Dean Helfrich Trustee
of the Helfrich Family Revocable Living Trust

Gayle D. Helfrich
Gayle D. Helfrich Trustee
of the Helfrich Family Revocable Living Trust

STATE OF OREGON }
COUNTY OF Lane } SS

BE IT REMEMBERED that on this 10 day of April, 2009 before me, the undersigned, a notary public in and for said County and State, personally appeared the within named Dean Helfrich and Gayle D. Helfrich, Trustees of the Helfrich Family Revocable Living Trust whose identity was proved to me on the basis of satisfactory evidence and who executed the within instrument and acknowledged to me that they executed the same freely and voluntarily.

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



Shannon Marie Dean
Notary Public for Oregon

February 19, 2013
My Commission Expires

CITY OF SPRINGFIELD

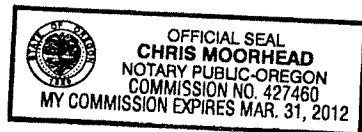
Reviewed and approved
By Andy Linder, AIC. (No notary required)
Development Services Department, Planning Division

Accepted by Dennis P. Ernst
Dennis P. Ernst - City Surveyor

STATE OF OREGON }
COUNTY OF LANE } SS

BE IT REMEMBERED that on this 13 day of APRIL, 2009 before me, the undersigned, a notary public in and for said County and State, personally appeared the within named Dennis P. Ernst whose identity was proved to me on the basis of satisfactory evidence and who executed the within instrument and acknowledged to me that he executed the same freely and voluntarily

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



Chris Moorhead
Notary Public for Oregon

March 31, 2012
My Commission Expires

EXHIBIT "A"

Beginning at a point being North 0°03'43" West 2893.19 feet, North 89°49'10" East 325.02 feet, and North 0°01'31" West 35.00 feet from the Southwest Corner of the Felix Scott Donation Land Claim No. 51 in Section 25, Township 17 South, Range 3 West of the Willamette Meridian, said point being the Southeast corner of the Parcel I Land Partition Plat Number 92-P0306 as filed in the Lane County Surveyor Office, County File Survey Number 31021 said point also being on the Northern right-of-way line of Hayden Bridge Road thence leaving said right-of-way line North 0°01'31" West 438.89 feet the True point of Beginning thence South 89°58'29" West 87.28 feet; thence North 00°03'23" West 175.00 feet; thence South 89°58'29" West 203.00 to a point on the Eastern right-of-way line of 19th Street, thence along said right-of-way North 00°03'23" West 651.76 feet; thence leaving said right-of-way along the Southern right-of-way of Hayden Bridge Stub North 89°58'29" East 290.73 feet; thence leaving said Northern right-of-way South 0°01'31" East 826.76 to the True Point of Beginning, all in Lane County, Oregon.
(cont. 4.71 acres)

4) + 5
4) 6

**IMPROVEMENT AGREEMENT
INCLUDING NOTICE OF POTENTIAL ASSESSMENT LIEN**

(In Lieu of Immediate Construction of Public Improvement; includes Waiver of Right to Remonstrate)

IN CONSIDERATION of the covenants herein recited, the City of Springfield, hereinafter referred to as City, and Dean Helfrich and Gayle D. Helfrich Trustees of the Helfrich Family Revocable Living Trust hereinafter referred to as Applicant(s), do covenant and agree with respect to the real property described below as follows:

1. Applicant(s) warrants and represents to the City of Springfield that it is the owner of the property more particularly described and set forth in Paragraph 7 below and, as owner, has the authority to enter into this Improvement Agreement with the City of Springfield.
2. Applicant(s) desires Development Approval from the City with respect to the following Development Application SUB2008-0053
3. The development will cause both an immediate and long-term demand on the various public facilities of City and Lane County including the specific public improvements necessitated by the development as set forth in paragraph 6.
4. This Improvement Agreement is an alternative to imposing a condition on Applicant's development approval that the Applicant make immediate construction of any public improvement that the development necessitates. The objective is to promote efficiency, coordination, and spread costs by providing an opportunity for a district wide improvement mechanism where construction occurs in a coordinated project with the participation of adjacent and other properties in the area, instead of requiring immediate improvement in conjunction with each development application. There is no guarantee, however, that such a coordinated project will be possible and the City reserves the right to require construction of the improvements in the future at City discretion.
5. (a) Applicant and City agree that Applicant will pay the cost of the following public facility improvements described in Paragraph 6 in accordance with respective cost assumption policy established by City at the time the City determines to undertake and complete such public improvements.


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

 (c) Applicant acknowledges that the timing of the construction of such improvements is within the sole and exclusive direction of the City.
6. (a) STREET IMPROVEMENTS along the frontage of Hayden Bridge Road to include: surface paving; storm sewers; sanitary sewers; curbs; gutters; planter strips; street trees; street lights; sidewalks.

 (b) TRAFFIC SIGNALS at the intersection of _____

 (c) OTHER IMPROVEMENTS _____

Division of Chief Deputy Clerk
Lane County Deeds and Records **2009-023795**



\$46.00

01070273200900237950040042 05/05/2009 09:22:16 AM

RPR-NTPOLIEN Cnt=2 Stn=6 CASHIER 07

\$5.00 \$20.00 \$10.00 \$11.00

AFTER RECORDING RETURN TO:
CITY OF SPRINGFIELD - PUBLIC WORKS DEPARTMENT - 225 FIFTH STREET - SPRINGFIELD OR 97477

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

7. LEGAL DESCRIPTION:

SEE EXHIBIT "A"
ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE

AKA: _____ Tax Map & Lot No.: 17-03-24 detail map no.1 taxlot 610
Property Address: _____

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

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

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

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

NOTICE TO APPLICANT/PROSPECTIVE PURCHASER

If you are the applicant or a prospective purchaser of this property, you are advised to discuss this Agreement with an Attorney of your choice. Execution and recordation of this Agreement will place requirements on the Owner and any subsequent purchaser of the Real Property described in Section 7 and their heirs, successors and assigns. These requirements include but are not limited to the payment for the public improvements described in Section 6. This may result in an assessment lien on the Real Property described in Section 7 and significant costs to the Owner and Purchasers, and their heirs, successors and assigns. An Applicant's signature on this Agreement indicates that the Applicant has thoroughly read this Agreement, understands it, has had the opportunity to consult legal counsel prior to its execution, and understands that execution of the Agreement may result in significant financial obligations imposed upon the Owner of the Real Property. Any prospective Purchaser of the property burdened by this Improvement Agreement should also thoroughly review this Agreement, consult with legal counsel prior to purchasing the property, and understand that this Agreement may result in a significant financial obligation imposed upon any Owner of the Real Property described in Section 7.

WHEREFORE, the parties have hereunto set their hand this 10
day of April, 2009.

SIGNATURE(S): Dean Helfrich Gayle D Helfrich
PRINT NAME(S): Dean Helfrich Trustee Gayle D. Helfrich Trustee
of the Helfrich Family Revocable Living Trust of the Helfrich Family Revocable Living Trust

STATE OF OREGON }
COUNTY OF Lane } SS

BE IT REMEMBERED that on this 10 day of April, 2009 before me, the undersigned, a notary public in and for said County and State, personally appeared the within named Dean Helfrich and Gayle D. Helfrich, Trustees of the Helfrich Family Revocable Living Trust whose identity was proved to me on the basis of satisfactory evidence and who executed the within instrument and acknowledged to me that they executed the same freely and voluntarily.

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



Shannon Marie Dean
Notary Public for Oregon

February 19, 2013
My Commission Expires

CITY OF SPRINGFIELD

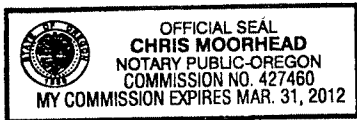
Reviewed and approved
By Andy Laid, AIC (No notary required)
Development Services Department, Planning Division

Accepted by Dennis P. Ernst
Dennis P. Ernst - City Surveyor

STATE OF OREGON }
COUNTY OF LANE } SS

BE IT REMEMBERED that on this 13 day of APRIL, 2009 before me, the undersigned, a notary public in and for said County and State, personally appeared the within named Dennis P. Ernst whose identity was proved to me on the basis of satisfactory evidence and who executed the within instrument and acknowledged to me that he executed the same freely and voluntarily

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



Chris Moorhead
Notary Public for Oregon

March 31, 2012
My Commission Expires

EXHIBIT "A"

Beginning at a point being North 0°03'43" West 2893.19 feet, North 89°49'10" East 325.02 feet, and North 0°01'31" West 35.00 feet from the Southwest Corner of the Felix Scott Donation Land Claim No. 51 in Section 25, Township 17 South, Range 3 West of the Willamette Meridian, said point being the Southeast corner of the Parcel I Land Partition Plat Number 92-P0306 as filed in the Lane County Surveyor Office, County File Survey Number 31021 said point also being on the Northern right-of-way line of Hayden Bridge Road thence leaving said right-of-way line North 0°01'31" West 438.89 feet the True point of Beginning thence South 89°58'29" West 87.28 feet; thence North 00°03'23" West 175.00 feet; thence South 89°58'29" West 203.00 to a point on the Eastern right-of-way line of 19th Street, thence along said right-of-way North 00°03'23" West 651.76 feet; thence leaving said right-of-way along the Southern right-of-way of Hayden Bridge Stub North 89°58'29" East 290.73 feet; thence leaving said Northern right-of-way South 0°01'31" East 826.76 to the True Point of Beginning, all in Lane County, Oregon.
(cont. 4.71 acres)

ANNEXATION AGREEMENT

This Annexation Agreement (“Agreement”) is made between the City of Springfield, an Oregon municipal corporation (“City”) and Helfrich Family Trust (“APPLICANT”).

RECITALS

- A. APPLICANT owns the parcel of land legally described in Exhibit A, the Property. The property is proximate to the jurisdictional limits of the City and is subject to annexation by the City of Springfield.
- B. APPLICANT has submitted to the City a request for Annexation, dated May 10, 2024, for Assessor’s Map No. 17-03-24-42, Tax Lot 05202, which is not currently municipally addressed and is more particularly described in Exhibit A.
- C. APPLICANT wishes to annex the Property to the City and seeks support from the City for the annexation.
- D. The Property is inside the recognized Urban Growth Boundary of the City of Springfield. The Property is within the Urbanizable Fringe Overlay District (UF-10) according to the Springfield Zoning Map, and the underlying zoning is R-1 Residential District (R-1).
- E. Annexation of the Property requires a showing under SDC 5.7.140(C) that the Property can be provided with the minimum level of key urban facilities and services as defined in Policy 31 of the *Springfield Comprehensive Plan – Urbanization Element*, and such showing is supported by the substantial evidence in the record of the proceeding on this annexation. City staff has determined the minimum level of key urban services is currently available to the Property.
- F. The purpose of this Agreement is to memorialize APPLICANT’s and City’s commitment and agreement to the allocation of financial responsibility for public facilities and services for the Property and other users of the facilities, sufficient to meet the City’s requirements for the provision of key urban services, including long term public sanitary sewer, stormwater management systems, interconnected transportation systems, and Fire and Life Safety services necessary for an affirmative City recommendation for the annexation request.

After Recording, Return to:

Place Bar Code Sticker Here:

City of Springfield
Attn: Current Development Division
Development & Public Works Department
225 Fifth Street
Springfield, OR 97477

- G. A public sanitary sewer system with sufficient capacity to serve the Property and other existing and proposed land uses in the vicinity of the Property is necessary to support a finding that this key urban service is available to serve the Property.
- A trunk sewer line is extended from the Pump station located on 2778 19th Street (TL 17-03-24-31-02000) that can be extended along the 19th Street frontage to the north and south and along Hayden Bridge Road to the east.
- H. A public stormwater management system with sufficient capacity to serve the Property and other existing and proposed land uses in the vicinity of the Property is also necessary to support a finding that this key urban service is available to serve the Property.
- A public storm drain line exists at 20th Street and Hayden Bridge Road that can accept overflows from this property. This is currently a Lane County system, but it drains a large area of both annexed and un-annexed properties in the Urban Growth boundary area of North Springfield.
- I. An interconnected transportation system with the existing and proposed land uses in the vicinity of the Property is also required in order to provide access and a transportation system for the provision of Fire and Life Safety services to and from the annexed property.
- The Property has legal and physical access to already dedicated but unimproved rights-of-way for Hayden Bridge Road and 19th Street.
- J. In order to facilitate orderly development of the Property and ensure the full provision of key urban services that are satisfactory to the City and meet the City's conditions for an affirmative recommendation for annexation to the Common Council, and in exchange for the obligations of the City set forth below, APPLICANT shall comply with all requirements imposed on APPLICANT in this Agreement.

Now, therefore based upon the foregoing Recitals, which are specifically made a part of this Agreement, the parties agree as follows:

AGREEMENT

1. Obligations of APPLICANT. Consistent with the above Recitals, APPLICANT agrees to perform the obligations set forth in this section upon any development, subdivision or partition or construction of more than two dwelling units consisting of one (1) home and one (1) accessory dwelling unit (ADU) or a duplex dwelling on the existing property.
 - 1.1.1. APPLICANT or future property owner shall construct 2/3rds street improvements along the full length of the frontage of both Hayden Bridge Road and 19th Street to current City standards at the time of development. These will consist of paving, curb and gutter, sidewalk, street lights and street trees.
 - 1.1.2. APPLICANT or future property owner will construct the local sewer network along 19th Street and Hayden Bridge Road by extending the trunk line from the current stub at the existing pump station located on 2778 19th Street (TL 17-03-24-31-02000). The developer will be responsible for the cost of an 8-inch main and any manholes and fittings; the City will be responsible for the incremental cost to increase the main

line pipe size to the diameter (currently estimated to be 15-inches) that is determined to be needed to extend sewer service beyond this property's boundaries.

- 1.2. In determining APPLICANT's share of costs for the improvements described in this Agreement, the proportional share of the cost for the provision of the improvements at the time of annexation shall be used. For the purposes of this Agreement, the full cost shall include design, construction, acquisition of land and/or easements, studies, permits from all agencies having jurisdiction, attorney's fees, and all other costs reasonably associated with the implementation of the needed improvements.
2. Covenants Running With the Land. It is the intention of the parties that the covenants herein are necessary for the annexation and development of the Property and as such shall run with the Property and shall be binding upon the heirs, executors, assigns, administrators, and successors of the parties hereto, and shall be construed to be a benefit to and burden upon the Property. This Agreement shall be recorded, at APPLICANT's expense, upon its execution in the Lane County Deeds and Records. This Agreement may be assigned by APPLICANT and shall benefit any assigns or successors in interest to APPLICANT. Execution of this Agreement is a precondition to the support of the City for annexation of the Property described in Exhibit A to the City. Accordingly, the City retains all rights for enforcement of this Agreement.
3. Limitations on the Development. No portion of the Property shall be further developed prior to the approval of a Partition or Subdivision, as applicable, for the proposed development.
4. Mutual Cooperation. City and APPLICANT shall endeavor to mutually cooperate with each other in implementing the various matters contained herein.
5. Waiver of Right of Remonstrance. APPLICANT agrees to sign any and all waivers, petitions, consents and all other documents necessary to obtain the public facilities and services described herein as benefiting the Property, under any Improvement Act or proceeding of the State of Oregon, Lane County, or the City and to waive all rights to remonstrate against these improvements. APPLICANT does not waive the right to protest the amount or manner of spreading the assessment thereof, if the assessment appears to APPLICANT to be inequitable or operate unfairly upon the Property. APPLICANT waives any right to file a written remonstrance against these improvements. APPLICANT does not waive its right to comment upon any proposed Local Improvement District (LID) or any related matters orally or in writing.
6. Modification of Agreement. This Agreement may only be modified in writing signed by both parties. Any modifications to this Agreement shall require the approval of the Springfield Common Council. This Agreement shall not be modified such that the minimum level of key urban facilities and services as defined in Policy 31 of the *Springfield Comprehensive Plan – Urbanization Element* and as required herein are not provided in a timely manner to the Property.
7. Land Use. Nothing in this Agreement shall be construed as waiving any requirements of the Springfield Development Code or Springfield Municipal Code which may be applicable to the use and development of this Property. Nothing herein shall be construed as City providing or agreeing to provide approval of any building, land use, or other development application or Land and Drainage Alteration Program (LDAP) permit application submitted by APPLICANT.

APPLICANT is responsible for obtaining, at APPLICANT's expense, all State and/or Federal permits and any other approvals as may be required.

8. Dolan. APPLICANT knows and understands any rights it may have under the law as interpreted in Dolan v. City of Tigard, 512 US 374 (1994) and subsequent cases interpreting the legal effect of Dolan and by entering into this Agreement hereby waives any requirement that the City demonstrate the public improvements and other obligations of APPLICANT, for payments, financial responsibility and reimbursements set forth in Section 1, required herein, are roughly proportional to the burden and demands placed upon the urban facilities and services by the development and to the impacts of the development of the Property. APPLICANT further waives any cause of action it may have pursuant to Dolan v. City of Tigard and cases interpreting the legal effect of Dolan arising out of the actions described herein.
9. Ballot Measures 37/49/ORS 195.300 et seq. APPLICANT knows and understands any rights it may have under Oregon Revised Statutes (ORS) Chapter 195.300 et seq., "Just Compensation for Land Use Regulation." APPLICANT for itself and its heirs, executors, assigns, administrators and successors hereby waives any claim or cause of action it may have under such ORS provisions against the City.
10. Invalidity. If any provision of this Agreement shall be deemed unenforceable or invalid, such enforceability or invalidity shall not affect the enforceability or validity of any other provision of this Agreement. The validity, meaning, enforceability, and effect of the Agreement and the rights and liabilities of the parties hereto shall be determined in accordance with the laws of the State of Oregon.

DATED this _____ day of _____, 20__.

IN WITNESS WHEREOF, the APPLICANT and City have executed this Agreement as of the date first herein above written.

APPLICANT

By:

Date

Its:

STATE OF OREGON }
COUNTY OF LANE } SS

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON _____, 20__ BY

_____ AS _____ OF _____
(APPLICANT)

NOTARY PUBLIC FOR OREGON

CITY OF SPRINGFIELD

By: _____
Nancy Newton, City Manager

STATE OF OREGON }
COUNTY OF LANE } SS

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON _____, 20____ BY

(CITY) AS _____ OF _____

NOTARY PUBLIC FOR OREGON

TYPE 4 – ANNEXATION STAFF REPORT AND RECOMMENDATION

File Name: Helfrich Annexation

Case Number: 811-24-000125-TYP4

Proposal Location: Southeast corner of 19th Street and Hayden Bridge Road and including a 70-foot wide by ~294 foot long segment of Hayden Bridge Road right-of-way (Map 17-03-24-42, Tax Lot 5202)

Current Zoning & Comprehensive Plan Designation:
 R-1 Residential District

Applicable Comprehensive Plan:
Springfield Comprehensive Plan



Application Submittal Date: May 10, 2024

Public Hearing Meeting Date: September 3, 2024

Associated Applications: 811-23-000286-PRE (Development Initiation Meeting); 811-24-000106-PRE (Completeness Check Meeting)

CITY OF SPRINGFIELD’S DEVELOPMENT REVIEW COMMITTEE

POSITION	REVIEW OF	NAME	PHONE
Project Manager	Planning	Andy Limbird	541-726-3784
Transportation Planning Engineer	Transportation	Michael Liebler	541-736-1034
Public Works Civil Engineer	Streets and Utilities	Clayton McEachern	541-736-1036
Deputy Fire Marshal	Fire and Life Safety	Gilbert Gordon	541-726-2293
Building Official	Building	Chris Carpenter	541-744-4153

Review Process (SDC 5.7.115): The subject annexation request is being reviewed under Type 4 Annexation procedures, without Planning Commission consideration.

Development Initiation Meeting (SDC 5.7.120): A Development Initiation Meeting (DIM) is required of all public agency and private landowner-initiated annexation applications, unless waived by the Director.

Finding: In response to the applicant’s submittal, the City held a Development Initiation Meeting on January 18, 2024 (File 811-23-000286-PRE). Subsequently, a completeness check meeting for the annexation request was held on April 30, 2024 (File 811-24-000106-PRE).

Conclusion: The requirement in SDC 5.7.120 is met.

Annexation Initiation and Application Submittal (SDC 5.7.125): In accordance with SDC 5.7.125(B)(2)(b)(i) and ORS 222.170(1), an annexation application may be initiated by “more than half the owners of land in the territory, who also own more than half the land in the contiguous territory and of real property therein representing more than half the assessed value of all real property in the contiguous territory consent in writing to the annexation Ordinance No. 6485

of their land.”

Finding: The property owner who owns all of the land and real property, and full assessed value of real property in the contiguous territory, has filed an application and petition requesting annexation to the City of Springfield (Attachment 2, Exhibit B).

Conclusion: The application requirements in SDC 5.7.125 have been met.

Site Information: The subject annexation area consists of a rectangular-shaped property with an aggregate area of approximately 4.71 acres. The property is bounded on the north by an undeveloped segment of Hayden Bridge Road right-of-way and on the west by the 19th Street right-of-way. The property is vacant and has been used as a filbert orchard. Physical access to the property is via the 19th Street right-of-way which is a gravel lane. The subject property is inside the Springfield Urban Growth Boundary (UGB) and it is contiguous to the City limits along the western boundary. The purpose for annexing the property is to facilitate extension of key public utilities and development of a residential dwelling on the property.

Concurrent with annexation of the subject property, staff is recommending annexation of a 70-foot wide by approximately 294-foot long segment of undeveloped Hayden Bridge Road right-of-way along the northern boundary. The purpose of this recommended annexation is to facilitate future public street improvements and extension of urban utilities along this corridor to serve the subject property and adjacent properties. Annexation of the public right-of-way is also a necessary step toward future jurisdictional transfer of the street from Lane County to the City.

Current zoning for the property is R-1 Residential District with an Urbanizable Fringe Overlay District (UF-10) applied. After annexation, the UF-10 overlay will be removed and the subject property will remain within the R-1 Residential District.

Existing public services are provided to the annexation area as follows: police (Lane County Sheriff), schools (Springfield School District), roads (City of Springfield and Lane County), and Fire (Eugene-Springfield Fire under contract with the Rainbow Water District). Springfield Utility Board (SUB) provides electrical and water service to incorporated areas of north Springfield. Rainbow Water District serves unincorporated areas of the Hayden Bridge neighborhood including adjacent properties to the east along Hayden Bridge Road and 20th Street. The City of Springfield has an existing public sanitary sewer line that runs eastward from Vera Drive and Grand Vista Drive to a pump station within private property (Tax Lot 2000) that is located across 19th Street to the west of the subject site. From there, the sanitary sewer line runs southward along 19th Street to a manhole in Yolanda Avenue. A truncated sanitary sewer line extends from the 19th Street right-of-way along the subject property frontage to the pump station on Tax Lot 2000. Upon annexation, the City of Springfield will be responsible for all urban services for the property including water and electricity (through SUB), sanitary sewer, stormwater, transportation and police/fire response to the subject area.

Notice Requirements (SDC 5.7.130): Consistent with SDC 5.7.130, notice was provided as follows:

Mailed Notice. Notice of the annexation public hearing was mailed August 8, 2024, which is more than 21 days prior to the public hearing date to owners and occupants of properties located within 300 feet of the perimeter of the proposed annexation territory; affected special districts and all other public utility providers; and the Lane County Land Management Division, Lane County Elections, and the Lane County Board of Commissioners. The list of recipients of the mailed notice is included with the Affidavit of Mailing for this annexation application and is retained as part of the public record for Planning Case 811-24-000125-TYP4.

Newspaper Notice. Notice of the September 3, 2024 public hearing was published in *The Chronicle* newspaper on August 22 and 29, 2024. The notification meets the requirements of SDC 5.7.130(B) for two consecutive notices in the two-week period before the hearing.

Posted Notice. Notice of the September 3, 2024 public hearing was posted in five places in the City: at the northeast corner of the annexation area at the end of pavement for Hayden Bridge Road west of 20th Street; at the northwest

corner of the property where 19th Street intersects the Hayden Bridge Road right-of-way; near the southwest corner of the property on 19th Street; on the Public Notices bulletin board in the lobby of City Hall; and on the City's website. The public hearing notice was also digitally posted on the electronic display in the foyer of the Development & Public Works office in Springfield City Hall.

Conclusion: Notice of the public hearing was provided consistent with SDC 5.7.130.

Public Testimony Received. No telephone calls or written comments were received during the public notification period that started with issuance of mailed notices on August 8, 2024 and extended through the period of August 29, 2024 when the City Council packet was finalized for publication.

One person testified in opposition to the proposed annexation at the public hearing meeting on September 3, 2024. Staff responded to some of the issues raised by the person providing testimony including the anticipated number of dwelling units on the site (one or two) and the low incremental volume of traffic generated by the one or two additional units on the property.

Immediately prior to the public hearing meeting, written comments were received from Randy Mohoff, 2685 20th Street, Springfield 97477: *"To whom it may concern, I would like to submit this letter as written testimony regarding the proposed annexation of 4.71 acres located on the southwest corner of 19th and Hayden Bridge Road. I would like to urge the City Council to vote NO on the Helfrich Subdivision. That area should not be zoned for high density housing because the infrastructure, such as roads, is not ready for this type of housing structure and it would negatively impact the local schools. The intersection of 19th and Yolanda needs to be redesigned for the existing population so increasing the population in the area would just exacerbate the issue. In addition, that area that they are requesting to build is in the flood plain/flood zone. When it flooded back in 1996, the flood waters reached as high as the driveway at 2685 20th Street so if it were to flood again, this area would be right in the pathway. By agreeing to this proposal, you would be setting a precedent by zoning that are for high density which could pave the way for other neighborhoods to be able to tear down their houses and put up high density housing on their larger lots. Please vote no on the proposed Helfrich subdivision."*

Staff Response: The property is currently zoned R-1, which is low density residential, and there is no proposal to change the zoning of the property. Upon annexation to the City of Springfield there is a change to the property with the removal of the Urbanizable Fringe Overlay District (UF-10). However, the removal of the UF-10 district retains the underlying R-1 zoning and does not allow for high density housing on the property. Mr. Mohoff is correct that some of the local infrastructure (such as 19th Street north of Yolanda Avenue) is currently undeveloped and not ready for higher density housing on this property. Higher density housing is not being proposed, and there are provisions in the Annexation Agreement that require street and utility improvements if and when more intensive development (such as a partition or residential subdivision) is proposed on the property. The applicant is proposing to construct a single-detached or duplex dwelling on the property with access derived from Hayden Bridge Road. Because the property is not being divided the street improvements are deferred. Mr. Mohoff is also correct that the property is within the mapped flood hazard area of the McKenzie River. Similar to other properties in the vicinity, the applicant will be required to obtain a Floodplain Overlay District permit prior to constructing any dwellings on the property. The issues raised by Mr. Mohoff in the written response do not pertain specifically to annexation criteria of approval and can be addressed through other means, such as the Annexation Agreement and the requirement for a Floodplain Permit for the proposed dwelling.

Recommendation to City Council (SDC 5.7.135): The Director shall forward a written recommendation on the annexation application to the City Council based on the approval criteria specified in SDC 5.7.140, which are provided as follows with the SDC requirements, findings, and conclusions. The Director's recommendation follows SDC 5.7.140, Criteria.

Criteria (SDC 5.7.140): The application may be approved only if the City Council finds that the proposal conforms to the following criteria:

- A. **The affected territory proposed to be annexed is within the City's urban growth boundary; and is**
 1. **Contiguous to the city limits; or**

2. Separated from the City only by a public right of way or a stream, lake or other body of water.

Finding: The subject annexation territory is located within the acknowledged urban growth boundary (UGB) of the City of Springfield (see additional discussion in Subsection B below). The property requested for annexation is contiguous with the City limits along the entire western boundary (i.e. the 19th Street frontage). Increased contiguity will be achieved with concurrent annexation of the Hayden Bridge Road right-of-way between 19th Street and the northeast corner of the property. The proposal meets the requirements of SDC 5.7.140(A)(1) for contiguity to the current City limits. Therefore, this annexation application meets the statutory definition of contiguity as found in ORS 222.111(1).

Conclusion: The proposal meets and complies with Criterion (A)(1) of SDC 5.7.140.

B. The proposed annexation is consistent with applicable policies in the Metro Plan and in any applicable refinement plans or Plan Districts;

Finding: The *Metro Plan* was acknowledged by the Land Conservation and Development Commission (LCDC) in August 1982 and has been subsequently amended. The original *Metro Plan* UGB encompassed both Eugene and Springfield, with I-5 being the acknowledged boundary between Eugene and Springfield. With the passage of House Bill 3337 in 2007 and adoption of Ordinance 6268 in 2011, a separate and distinct UGB was created for Springfield using a tax lot by tax lot delineation. Springfield's UGB as delineated by Ordinance 6268 was subsequently revised and expanded upon adoption of Ordinance 6361 in 2016. The revised and expanded UGB is delineated on an individual tax lot basis and has been acknowledged by LCDC. Territory within the acknowledged UGB ultimately will be within the City of Springfield.

Finding: In December 2016, Springfield adopted the *Springfield Comprehensive Plan - Urbanization Element* as a component of Springfield's comprehensive plan in compliance with Statewide Planning Goal 14, Urbanization. The *Urbanization Element* explicitly retains the *Metro Plan*'s long-standing urbanization policy criteria for approving annexations. The *Urbanization Element* has been acknowledged by LCDC.

Finding: In May 2024 the City adopted the *Springfield Comprehensive Plan – Land Use Element* and the parcel-specific Comprehensive Plan Map that completes the City's Comprehensive Plan. The adopted elements of the *Springfield Comprehensive Plan* have largely superseded or replaced the prior *Metro Plan* elements with a few notable exceptions, including Residential Land Use. For the *Residential Land and Housing Element* the *Springfield Comprehensive Plan* supplements and expands upon the provisions of the *Metro Plan*.

Finding: The territory requested for annexation is within an area that is zoned R-1 Residential District which is consistent with the comprehensive plan designation. The adopted elements of the *Springfield Comprehensive Plan* apply to areas within the Springfield UGB, particularly the *Urbanization Element* adopted by Ordinance 6361. The Urbanizable Fringe (UF-10) overlay will be effectively removed upon annexation. Following annexation, the applicant can apply for extension of public streets and City services to initiate further development or redevelopment of the property in accordance with provisions of the City's Development Code.

Finding: The continued annexation of properties to the City of Springfield is consistent with Policy 29 of the *Springfield Comprehensive Plan – Urbanization Element* which specifies annexation as the preferred mechanism for provision of urban services to properties within the UGB, which will result in the elimination of special districts within the urbanizable area.

Finding: More detailed discussion of Public Facilities and Services in the *Metro Plan* (Section III-G) and the *Eugene-Springfield Public Facilities and Services Plan* (PFSP) – a refinement plan of the Metro Plan – contemplates eventual elimination of special service districts within each city's UGB as annexation occurs incrementally. Policy G.9 of the Eugene-Springfield PFSP states that Eugene and Springfield and their respective utility branches, Eugene Water & Electric Board (EWEB) and Springfield Utility Board (SUB), shall ultimately be the water service providers within their respective urban growth boundary. The requested annexation is consistent with this adopted policy.

Finding: The territory requested for annexation is currently within the service area of the Rainbow Water District.

The rural water district has a contractual service arrangement with Eugene-Springfield Fire Department for provision of fire response. After the public hearing and Council adoption of the annexation Ordinance, the annexation area will be withdrawn from the Rainbow Water District consistent with ORS 222.520 and 222.524 and the City of Springfield by and through the Eugene-Springfield Fire Department will provide fire and life safety services to the annexation area.

Approval Standard: In accordance with Policy 33 of the *Springfield Comprehensive Plan – Urbanization Element*, SUB is the exclusive water service provider within the Springfield city limits.

Finding: Rainbow Water District provides service to unincorporated areas of the Hayden Bridge neighborhood, including properties immediately to the east of the subject property along Hayden Bridge Road and 20th Street. Upon annexation, water service will be transferred from Rainbow Water District to SUB and become effective on July 1, 2025. After this date, the City by and through the Springfield Utility Board will provide potable water service to the annexation area.

Finding: In accordance with Policy 34 of the *Springfield Comprehensive Plan – Urbanization Element*, when unincorporated territory within the UGB is provided with any new urban service, that service shall be provided by one of the following methods in this priority order: a) Annexation to City; or b) Contractual annexation agreements with City.

Finding: In accordance with Policy 35 of the *Springfield Comprehensive Plan – Urbanization Element*, the City shall not extend water or wastewater service outside City limits to serve a residence or business without first obtaining a valid annexation petition, a consent to annex agreement, or when a health hazard abatement annexation is required.

Finding: The requested annexation is to allow for future extension of public streets and utilities from points on the periphery, and to facilitate construction of a residential dwelling on the property. There is no proposal to extend public sewer or water to a non-annexed area. Further discussion about the sanitary sewer and water system is found in Section C below.

Conclusion: The proposal meets and complies with Criterion B of SDC 5.7.140.

C. The proposed annexation will result in a boundary in which the minimum level of key urban facilities and services as defined in the Metro Plan can be provided in an orderly efficient and timely manner; and

Approval Standard: In accordance with Policy 29 of the *Springfield Comprehensive Plan – Urbanization Element*, annexation shall continue to be a prerequisite for urban development and the delivery of City services in accordance with the Springfield Comprehensive Plan and Springfield Development Code.

Approval Standard: In accordance with Policy 31 of the *Springfield Comprehensive Plan – Urbanization Element*, key urban facilities and services are defined as wastewater service; stormwater service; transportation; solid waste management; water service; fire and emergency medical services; police protection; citywide park and recreation programs; electric service; land use controls; communication facilities; and public schools on a districtwide basis.

Approval Standard: In accordance with Policy 32 of the *Springfield Comprehensive Plan – Urbanization Element*, urban services provided by the City upon annexation to Springfield include storm and sanitary sewer; water; transportation systems; police and fire protection; planning, building, code enforcement and library services; and public infrastructure maintenance of City owned or operated facilities.

Finding: The territory requested for annexation is contiguous with the City limits line along the entire western boundary. The proposal meets the contiguity requirements for the purpose of advancing this annexation request. Urban utilities including water and sanitary sewer are located in 19th Street along the western boundary of the property, and on Hayden Bridge Road west of 20th Street outside the northeast corner of the property.

Finding: Based on the location and configuration of existing utility infrastructure, the urban service delivery systems

are already available and in place or can be logically extended from points on the periphery to serve the subject property in a timely, orderly, and efficient manner. The following urban utilities, facilities and services are either available or can be extended to this annexation area:

Water – Rainbow Water District operates the public water utility system within unincorporated areas of the Hayden Bridge neighborhood. As noted above, SUB is the exclusive water service provider for properties within the City limits. Upon annexation, the subject property will be eligible to receive SUB Water service. There is an existing 6-inch water line operated by Rainbow Water District that runs westward from 20th Street along Hayden Bridge Road and terminates in a flush point near the northeast corner of the property. With any type of residential development on the subject property, Rainbow Water District advises that the applicant will be required to extend the 6-inch water main at least 150 feet westward from its current terminus. Because of the size of the annexation territory (about 4.71 acres), and the extension and improvement of public streets necessary to serve urban development on the property, the applicant or their successor will be responsible for providing future water line looping within or around the perimeter of the development area consistent with SUB Water requirements.

Electricity – SUB owns and operates underground and overhead electrical transmission lines along 19th Street, Hayden Bridge Road and 20th Street. The subject property will need to provide for future extension of SUB electrical lines from points on the periphery and internal to the future development area. Existing electrical system infrastructure within the public rights-of-way and easements will continue to be maintained by the affected utility provider.

Police Services – Springfield Police Department currently provides service to areas of Hayden Bridge Road and the adjoining neighborhood that are already inside the City limits. The annexation territory is currently within the jurisdiction of the Lane County Sheriff's Department. Upon annexation, this area will receive Springfield Police services on an equal basis with other properties inside the City.

Fire and Emergency Services – Fire protection is currently provided to the annexation area by Eugene-Springfield Fire Department under contract with the Rainbow Water District. Upon annexation, the property will be withdrawn from the Rainbow Water District and the Eugene-Springfield Fire Department will directly provide fire and emergency services to the subject territory.

Emergency medical transport (ambulance) services are provided on a metro-wide basis by the Eugene-Springfield Fire Department. The annexation area will continue to receive this service consistent with the adopted ambulance service area (ASA) plan. Mutual aid agreements have been adopted by the three regional ASA providers to provide backup coverage for each other's jurisdictions.

Parks and Recreation – Park and recreation services are provided within the City of Springfield by the Willamalane Park & Recreation District. The park district operates several indoor recreation facilities, such as the Willamalane Park Swim Center, Lively Park Swim Center, Bob Keefer Center for Sports and Recreation, and Willamalane Adult Activity Center. The park district offers various after-school and other programs for children at schools and parks throughout the community. Also available are pathways and several categories of parks, including community parks, sports parks, special use parks, and natural area parks.

Concurrent with annexation to the City of Springfield, the subject property will be annexed to the Willamalane Park & Recreation District consistent with City policy, an intergovernmental agreement between the City of Springfield and Lane County, and the adopted *Willamalane Comprehensive Plan*.

Library Services – Upon annexation to the City of Springfield, the subject area will be served by the Springfield Public Library.

Schools – The Springfield School District serves this area of North Springfield. The School District has capacity to serve the annexation area in its current configuration because there is a public elementary school (Yolanda) and middle school (Briggs) just to the east of the annexation territory on Yolanda Avenue. The initial proposal is for construction of a single dwelling for the property owner. However, as future development proceeds, the annexation territory may generate a school-age population. State law requires Springfield School District to allow enrollment of students within its boundaries. Springfield School District policy provides for defined attendance areas to reduce building

overcrowding and directs the superintendent to monitor changes to student populations at each school district building to make adjustments to attendance areas as needed. There is no indication from Springfield School District that public school services will not be immediately available at the time of development. At the time of future development or redevelopment, the School District will be referred any land use plans including proposals for land division and residential development that could generate a new student population on this site.

Sanitary Sewer – The annexation territory is proximate to a truncated sanitary sewer line extending from the edge of the 19th Street right-of-way to the existing pump station in Tax Lot 2000 to the west. Farther south along the 19th Street right-of-way, a public sanitary sewer line emerges from the pump station on Tax Lot 2000 and runs southward to a manhole in Yolanda Avenue. The applicant is proposing construct a dwelling in the extreme northeast corner of the property and leaving the remainder largely untouched. Because the property boundary is proximate to available public sewer service, the applicant is proposing to extend a private lateral from a connection point in the 19th Street right-of-way to serve the future dwelling on the property. With any type of future land division or intensification of development on the property, extension of public sanitary sewer lines along 19th Street and/or Hayden Bridge Road will be required and this is detailed in the Annexation Agreement prepared for this annexation request (Exhibit C). The Annexation Agreement prepared for the property will include provisions for extending the sanitary sewer lines subject to land division or development triggers.

Stormwater – The subject annexation territory is not currently served by a public stormwater management system although there are piped facilities along Hayden Bridge Road and 20th Street outside the northeastern boundary of the property. These piped stormwater facilities are outside the City limits and operated by Lane County. With future development of the property the applicant will be required to manage stormwater on the site per requirements of the Springfield Development Code, including provision for treatment and infiltration of runoff. Overflow to the public stormwater system on the periphery may be allowable depending on the final on-site stormwater system design and as permitted under the City's stormwater development regulations in effect on the date of submittal. Review and approval of any proposed stormwater system(s) will be done in conjunction with future land use actions or building permits for development of the property. Because the initial development proposal is for a single detached dwelling in the northeast corner of the site, it is presumed that stormwater runoff can be accommodated entirely within the balance of the private property without impacting the public system.

Streets – The northern boundary of the subject annexation area fronts onto an undeveloped segment of Hayden Bridge Road right-of-way. Along the western boundary of the subject property, 19th Street is not developed to urban standards and exists as a gravel lane serving a handful of private properties north of Yolanda Avenue (including the subject site). Because neither public street frontage is developed to urban standards, the Annexation Agreement for the property outlines the requirements for the applicant or a future developer to provide for future Hayden Bridge Road and 19th Street frontage improvements including, but not limited to: paving, curb, gutter, sidewalk, street trees, street lighting and piped stormwater facilities. The Annexation Agreement provides for trigger actions that will necessitate the installation of these public street improvements.

In addition to Hayden Bridge Road and 19th Street frontage improvements there may be a requirement for the extension of new public streets through the subject annexation territory depending upon the configuration of a future subdivision or development plan. The extension of public streets is required to meet block length and connectivity standards outlined in the City's Development Code and also provides accessibility and frontage to achieve urban density lot patterns. Extension of public streets also facilitates the future development or redevelopment of adjoining, non-participating parcels that can be subdivided into multiple residential lots. To achieve urban residential density for the subject property and adjoining properties that could develop in the future, an interconnected network of public streets is necessary.

Solid Waste Management – The City and Sanipac have an exclusive franchise arrangement for garbage service inside the City limits. Upon annexation, solid waste disposal service would be provided by Sanipac.

Communication Facilities – Various providers offer both wired and wireless communication services in the Eugene-Springfield metropolitan area. Existing providers and those entering the market have the capability to provide service to this area.

Land Use Controls – The annexation area is within Springfield’s urban growth boundary (UGB). Through an intergovernmental agreement between Lane County and the City of Springfield, the City already has planning and building jurisdiction for all portions of North Springfield that are inside the UGB, including the unincorporated areas. The City will continue to administer land use controls after annexation.

Finding: The minimum level of key urban facilities and services, as outlined in the *Springfield Comprehensive Plan – Urbanization Element* are available to the site, or there is sufficient capacity that will exist at the time of development.

Conclusion: The proposal meets and complies with Criterion C of SDC 5.7.140.

D. Where applicable, fiscal impacts to the City have been mitigated through an Annexation Agreement or other mechanism approved by the City Council.

Finding: The area proposed for annexation is vacant and not currently improved with public streets, utilities or any type of residential structures. The subject annexation area was previously used as a filbert orchard and lacks urban facilities. All key public utilities, including sanitary and storm sewer, water, electricity and telecommunications are available on the nearby public street frontages or in the immediate vicinity of the annexation territory. There are no immediate fiscal impacts to the City with the proposed annexation. However, future land division and/or development of the property will trigger provisions of the Annexation Agreement including the property owner’s responsibilities for Hayden Bridge Road and 19th Street frontage improvements. The Annexation Agreement mitigates fiscal impacts to the City for the provision of improved public streets to serve the annexation territory as the property abuts public street rights-of-way on two frontages (i.e. Hayden Bridge Road on the north and 19th Street on the west). With intensification of use on the site and increased traffic generation, the developer will be responsible for associated public street improvements.

Conclusion: Based on the provisions of the Annexation Agreement, the proposal meets and complies with Criterion D of SDC 5.7.140.

City Council Decision (SDC 5.7.145): City Council approval of the annexation application shall be by Ordinance.

Finding: The City Council gave first reading of the Annexation Ordinance and held a Public Hearing on September 3, 2024 for the subject annexation request. Based on the staff analysis and recommendations, and on testimony submitted into the record, the City Council may now take action to approve, modify, or deny the Annexation Ordinance at the regular meeting on September 16, 2024.

Zoning (SDC 5.7.150): The area requested for annexation is zoned and designated R-1 Residential District in accordance with the Springfield Zoning Map and the adopted *Springfield Comprehensive Plan*. Properties that are outside the City limits have the Urbanizable Fringe Overlay District (UF-10) applied to the zoning. Upon the effective date of the annexation, the UF-10 overlay will be automatically removed and the property will retain the R-1 Residential zoning.

Effective Date and Notice of Approved Annexation (SDC 5.7.155): The subject annexation request is being presented to the City Council for second reading and potential adoption of the annexation Ordinance on September 16, 2024. Because the anticipated Ordinance adoption date is within 90 days of a general election, in accordance with ORS 222.040(a) the annexation and special district withdrawal will become effective on the day following the election (i.e. November 6, 2024) or upon acknowledgement of filing with the Secretary of State – whichever date is later.

Withdrawal from Special Service Districts (SDC 5.7.160): Withdrawal from special districts may occur concurrently with the approved annexation Ordinance or after the effective date of the annexation of territory to the City. The Director shall recommend to the City Council for consideration of the withdrawal of the annexed territory from special districts as specified in ORS 222. In determining whether to withdraw the territory, the City Council shall determine whether the withdrawal is in the best interest of the City. Notice of the withdrawal shall be provided in the same manner as the annexation notice in SDC 5.7.130.

Finding: The annexation area is within the delineated service territory of Rainbow Water District (rural water service and contracted fire response by Eugene-Springfield Fire). The Cities of Eugene/Springfield will directly provide fire and emergency services after annexation. Springfield Utility Board will take over responsibility for water service provision after July 1, 2025. Consistent with SDC 5.7.160, notice was provided for the public hearing on September 3, 2024. Withdrawal from the Rainbow Water District concurrently with annexation of the territory to the City of Springfield is in the best interest of the City. The withdrawal from the Rainbow Water District is necessary to implement Policies 31 and 32 of the *Springfield Comprehensive Plan – Urbanization Element* whereby annexation is prioritized for the City of Springfield to provide urban services to its incorporated territory, and existing special service districts within the City’s UGB are to be dissolved over time.

DIRECTOR’S RECOMMENDATION: This proposal complies with the annexation criteria of approval listed in SDC 5.7.140. The Council should consider approving annexation of the subject territory to the City of Springfield and Willamalane Park & Recreation District and withdrawal of the subject territory from the Rainbow Water District.

APPROX
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REVISIONS:
2/24/2011 - LCAT167 - CONVERT MAP TO GIS
2/24/2011 - LCAT167 - REMAPPED 170324 TL'S 601/605/608-610

