City Council

Agenda

City Hall
225 Fifth Street
Springfield, Oregon 97477
541-726-3700
Online at www.springfield-or.gov

City Manager:
Nancy Newton

City Recorder:
Allyson Pulido
541-726-3700

Mayor
Sean VanGordon

City Council
Michelle Webber, Ward 1
Steve Moe, Ward 2
Kori Rodley, Ward 3
Beth Blackwell, Ward 4
Victoria Doyle, Ward 5
Alan Stout, Ward 6

These meetings will be available via phone, internet using Zoom and in person. Members of the public wishing to attend these meetings electronically can call in or attend virtually by following the directions below. This information can also be found on the City's website.

The meeting location is wheelchair-accessible. For the hearing-impaired, an interpreter can be provided with 48 hours' notice prior to the meeting. For meetings in the Council Meeting Room, a "Personal PA Receiver" for the hearing impaired is available, as well as an Induction Loop for the benefit of hearing aid users.
To arrange for these services, call 541-726-3700.
Meetings will end prior to 10:00 p.m. unless extended by a vote of the Council.

All proceedings before the City Council are recorded.

February 18, 2025
Tuesday

6:00 p.m. Work Session
Council Meeting Room
or
Virtual Attendance
Registration Required:
Attend from your computer, tablet or smartphone:
Zoom
Meeting ID: 880 4049 3136
https://us06web.zoom.us/webinar/register/WN_Majftx_LTg-NCn4hNFZ9pA
To dial in using your phone in Listen Only Mode:
Dial 1 (971) 247-1195
Toll Free 1 (877) 853-5247
Oregon Relay/TTY: 711 or 800-735-1232

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

CALL TO ORDER

ROLL CALL -- Mayor VanGordon___, Councilors Webber___, Moe___, Rodley____, Blackwell___, Doyle ___, and Stout___.

1. Planning Commission Interviews
   [Sarah Weaver] (30 mins)

2. Bicycle and Pedestrian Advisory Committee Interview
   [Drew Larson] (10 mins)

ADJOURNMENT

7:00 p.m. Regular Meeting

Council Meeting Room
or
Virtual Attendance
Registration Required:
Attend from your computer, tablet or smartphone:
Zoom
Meeting ID: 880 4049 3136
https://us06web.zoom.us/webinar/register/WN_Majftx_LTg-NCn4hNFZ9pA
To dial in using your phone in Listen Only Mode:
Dial 1 (971) 247-1195
Toll Free 1 (877) 853-5247
Oregon Relay/TTY: 711 or 800-735-1232

CALL TO ORDER

ROLL CALL -- Mayor VanGordon___, Councilors Webber ___, Moe___, Rodley____, Blackwell ____, Doyle ___, Stout ___.

PLEDGE OF ALLEGIANCE

SPRINGFIELD UPBEAT

CONSENT CALENDAR

1. **Claims**

2. **Minutes**

   a. June 3, 2024 Work Session Minutes

   b. June 3, 2024 Regular Session Minutes

   c. June 10, 2024 Joint Elected Officials, Springfield City Council and Lane County Commissioners

   d. June 17, 2024 City Council Regular Session Meeting Minutes

   e. June 17, 2024 City Council Work Session Meeting Minutes

   f. June 24, 2024 City Council Work Session Minutes

   g. July 1, 2024 City Council Work Session Meeting Minutes

3. **Resolutions**

   a. Depository Services Resolution

4. **Ordinances**

5. **Other Routine Matters**

   a. Liquor license application for a change of ownership for Boomer Inc., DBA: Eirinn's Bistro.

   b. Liquor license application for a change of ownership for Gridiron Stadium Pub Inc., DBA: Gridiron Stadium Pub.

MOTION: APPROVE/REJECT THE CONSENT CALENDAR

ITEMS REMOVED FROM THE CONSENT CALENDAR

PUBLIC HEARINGS - Please limit comments to 3 minutes. Request to speak cards are available at the entrance. Please present cards to City Recorder. Speakers may not yield their time to others.

1. Annexation Of Territory To The City Of Springfield - Annex Approximately 26.6 Acres Of Vacant Property In South Glenwood Located On The East And West Sides Of Franklin Boulevard Between The Central Oregon Pacific Railroad Bridge And 5470 Franklin Boulevard.
   [Andy Limbird] (15 mins)

   MOTION TO CLOSE THE PUBLIC HEARING, OR MOTION TO CONTINUE TO TIME & DATE CERTAIN
   IF HEARING CONTINUED, NO FURTHER ACTION

   MOTION TO CLOSE THE PUBLIC RECORD, OR MOTION TO LEAVE OPEN TO SPECIFIED DATE. NO FURTHER ACTION.

2. 2024 Americans with Disabilities Act Self-Evaluation and Transition Plan Approval
   [Mary Bridget Smith] (10 mins)

   MOTION: ADOPT/NOT ADOPT THE 2024 AMERICANS WITH DISABILITIES ACT (ADA) SELF-EVALUATION AND TRANSITION PLAN

BUSINESS FROM THE AUDIENCE - Limited to 20 minutes. Please limit comments to 3 minutes. Request to speak cards are available at the entrance. Please present cards to City Recorder. Speakers may not yield their time to others.

COUNCIL RESPONSE

CORRESPONDENCE AND PETITIONS

BIDS

ORDINANCES

RESOLUTIONS

BUSINESS FROM THE CITY COUNCIL

BUSINESS FROM THE CITY MANAGER

1. CDBG Substantial Amendments
   [Erin Fifield] (10 mins)

   MOTION: APPROVE, OR APPROVE WITH CHANGES, THE COMMUNITY DEVELOPMENT ADVISORY COMMITTEE'S PROPOSED SUBSTANTIAL AMENDMENTS TO PRIOR YEAR COMMUNITY DEVELOPMENT BLOCK GRANT ANNUAL ACTION PLANS AND AUTHORIZE THE CITY MANAGER TO EXECUTE ALL DOCUMENTS NEEDED TO GIVE EFFECT TO THE CITY'S AGREEMENTS WITH THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT FOR THESE FUNDS.

BUSINESS FROM THE CITY ATTORNEY

ADJOURNMENT

AGENDA ITEM SUMMARY	Meeting Date:	02/18/2025
	Meeting Type:	Work Session
	Staff Contact/Dept:	Sandy Belson/Community Development
	Staff Phone No:	541-736-7135
S P R I N G F I E L D	Estimated Time:	30 Minutes
C I T Y C O U N C I L	Council Goals:	Mandate

ITEM TITLE:
Planning Commission Interviews

ACTION REQUESTED:
Conduct interviews of the Planning Commission candidates to fill one (1) vacancy. The vacancy is the result of one resignation effective as of March 10th, 2025.

ISSUE STATEMENT:
Three (3) candidates have applied for the one vacancy held by Isaac Rhoads, who submitted his resignation effective March 10th, 2025.

DISCUSSION/FINANCIAL IMPACT:
The City received three (3) applications during a six-week recruitment process.

The Springfield Planning Commission is a seven-member volunteer Commission appointed by the City Council. The members serve four-year terms that are staggered to avoid more than two positions expiring at the same time. Positions are "at-large", and do not represent specific geographic areas. Of the seven members, two may live outside the city limits (but within the Urban Growth Boundary) and two may be involved in the Real Estate profession. At present, there is only one Commissioner involved in the Real Estate profession, but he is resigning as of March 10th; all Commission members currently reside within the city limits.

The vacancy created by Isaac Rhoads' resignation will have an expiration date of December 31st, 2026.

The Council is scheduled to appoint the new Commissioner at the Regular Session on Monday, March 3, 2025.

Attachments

ATT2 Jonathan Siegle
ATT3 Gary Jones
ATT4 Deanna Jacobson

SPRINGFIELD OREGON

Application for a City of Springfield Citizen Advisory Board/Commission/Committee

JAN 29 RECD 2:00 pm

City Manager's Office • 225 Fifth Street • Springfield, OR 97477

PLEASE NOTE:

- **When possible, council will not appoint people currently serving on another governing body to the Planning Commission or Budget Committee.**
- **When appointing people to any of the other city boards, commissions or committees, the Council shall take into account whether that person is being reappointed for a subsequent term, is currently serving on another governing body or currently appointed to another city board, commission or committee.**
- **When possible, the Council will appoint people to serve on one City board, commission or committee only.**

Top Three Board / Commission / Committee applying for:

1. Planning Commission 2. _____ 3. _____

Name: Jonathan L. Sigle
First Middle Initial Last

Home address: [redacted]
Street City Zip

Mailing address: _____
Street City Zip

Day Phone: [redacted] Evening phone: [redacted]

Email Address: [redacted]

Preferred Form of Contact: Email or text

Do you live within the Springfield city limits? ☒ Yes ☐ No ⇨ If yes, how long? 42 years
If no, do you live inside Springfield's Urban Growth Boundary? ☐ Yes ☐ No

Ward number (City residents only): 3

Are you a Springfield property owner?	☒ Yes	☐ No
Are you a Springfield business owner?	☐ Yes	☒ No
Are you a registered voter?	☒ Yes	☐ No

Occupation: Retired Place of employment/School: Springfield High School

Business address: _____

Education: BA, MA, PhD (ABD)

Are you currently serving on any other board, committee, or commission? If so, please list them here:

No

How did you hear about the above vacancy?

☐ Newspaper ad ☐ Newspaper article ☐ Radio/TV ☐ Mail notice
☐ Word of mouth ☒ Board/Commission/Committee member ☐ Internet

(Over, please)

For more information please call the City Manager's Office 541.726.3700
Return this application to the City Manager's Office, 225 Fifth Street, Springfield Oregon 97477

Printed on Recycled Paper

Application for a City of Springfield Citizen Advisory Board/Commission/Committee

Please print or type:

1. What experiences / training / qualifications do you have for this particular board / commission / committee?

See attached

2. What specific contribution do you hope to make?

3. Briefly describe your involvement in relevant community groups and activities. (Lack of previous involvement will not necessarily disqualify you from consideration.)

4. What community topics concern you that relate to this board / commission / committee? Why do you want to become a member?

5. Most boards / commissions / committees meet monthly. Subcommittees may meet more frequently. Meetings generally last one and one-half hours. **It is highly recommended you attend a meeting before submitting the application.** Please read the news release for this position which contains the normal dates and times for these meetings and can be found at http://www.springfield-or.gov/city/newsroom/news-room-articles/. Are you available to attend meetings on the dates listed for this committee?

☒ Yes ☐ No

Comments: See attached

I certify the information in this application and attachments are true and complete to the best of my knowledge. I understand that false or misleading statements or missing information is cause for rejection of application, removal of name from eligible list, or dismissal from the position. I hereby waive my rights to claims or damages against any employer and the City of Springfield, its officers, agents, and employees, in regard to this exchange of information. I hereby authorize to permit the City of Springfield and/or the Springfield Police Department to review my background information and if required my DMV records. I have reviewed the Advisory and meet the minimum requirements to serve/volunteer in the desired position. I also authorize to permit any materials listed above to be copied and retained by the City of Springfield. I authorize the use of my photograph.

I will defend, indemnify and hold harmless the City of Springfield, its officers, employees, and agents from and against all liability or loss and against any and all claims, actions, causes of actions, proceedings or appeals based upon or arising out of or arising from or in connection with my conduct or performance as a volunteer with the City of Springfield including but not limited damage or injury to persons or property and including without limitation attorney fees and expenses; except for losses, claims or actions resulting from the sole negligence of the City of Springfield.

Applicant Signature: [signature] Date: 1.21.25

For more information please call the City Manager's Office 541.726.3700
Return this application to the City Manager's Office, 225 Fifth Street, Springfield Oregon 97477

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JAN 29 REC'D

Springfield Planning Commission Application
Jonathan Siegle

1. Experience/Qualifications

I was the original petitioner establishing the Washburne Historic District. Together with Bruce Berg I served on the planning commission from 1986-1995 during which we created the Washburne, Gateway Mall and the preparations for RiverBend. I am familiar with LCDC, the Metro Plan and all the terms used in planning. I am well educated, well-traveled and knowledgeable. During my tenure on the PC I served three terms as chair, including two consecutively. I support compromise; my philosophy has always been to govern from the middle. During my tenure I strived to work with both sides of development issues. In my files are commendation letters from both developers and environmentalists.

2. Contributions

As a long-term resident of Springfield I've lived through the changes of the past 45 years. I am familiar with the issues facing the city. I bring to decision-making a measured balance between new ideas and old. New is not always better, old is not always bad. My historical understanding of the path of land use planning in Oregon can guide me in approaching the many challenges we face today. Having spent 30+ years teaching at Springfield High School I know many people in town. For example we bought our house from our current Lane County commissioner.

3. Relevant Community Groups

Along with the planning commission I later served on the Historic Commission. I served on the committee that created the Wildish Theater. In the mid-'80s together with Dorothy Velasco we created Terra Nova Theatre and both served on the committee that restored the Springfield Depot. For many years at Springfield High School I taught Advanced Placement Language and Composition, Theatre, directed plays and coached soccer. In 1982 a fellow referee/coach and I started the Lane County Soccer Referees Association. Over the years have I served as both president and commissioner and remain an active referee today. After I retired from SHS I volunteered at KLCC where I won a national PRINDI award for commentary. These days I volunteer tutor in the band program at South Eugene High School. For more than 25 years I've played in the Blue Skies Big Band, a local institution for concerts and dances.

4. Community Concerns

Obviously growth and housing are our two main concerns. Growth must be mitigated between need, existing conditions, environmental issues and LCDC regulations. Cities grow. Sensible growth can maintain both the character of the community and its surroundings. Nodal development, for example, is an exciting transition into small self-contained communities incorporating housing, employment, commerce and leisure.

Change is always hard so compromise is necessary. The lack of affordable housing is a crisis both locally and nationally. Years ago I wrote an essay on urban planning that began, "I was there when we made it illegal to be poor in America" as cities tore down whole neighborhoods without real plans to replace the low-cost housing they'd removed. "Affordable housing" is an oxymoron. With construction costs and building code requirements, building durable homes people can afford is challenging. We must be creative. SROs, residential hotels, small mobile housing units are all options to alleviate homelessness. Down payment loan assistance can help young people buy their first home and get started building generational wealth. We have to build, but build wisely, build imaginatively.

5. Availabililty

As a retired teacher my time is my own. Band practice, soccer, softball, gym workouts, concerts, shows and occasional travel are my external commitments. I can be available for all meetings.

January 21, 2025

Note

I am out of the country until February 15

Application for a City of Springfield Citizen Advisory Board/Commission/Committee

City Manager's Office • 225 Fifth Street • Springfield, OR 97477

PLEASE NOTE:

- **When possible, council will not appoint people currently serving on another governing body to the Planning Commission or Budget Committee.**
- **When appointing people to any of the other city boards, commissions or committees, the Council shall take into account whether that person is being reappointed for a subsequent term, is currently serving on another governing body or currently appointed to another city board, commission or committee.**
- **When possible, the Council will appoint people to serve on one City board, commission or committee only.**

Top Three Board / Commission / Committee applying for:

1. Planning Commission 2. – 3. –

Name: GARY (First) T. (Middle Initial) JONES (Last)

Home address: [redacted] (Street) SPRINGFIELD (City) 97477 (Zip)

Mailing address: SAME (Street) (City) (Zip)

Day Phone [redacted] Evening phone: [redacted]

Email Address: [redacted]

Preferred Form of Contact: TEXT MESSAGE

Do you live within the Springfield city limits? ☒ Yes ☐ No → If yes, how long? 7 months

If no, do you live inside Springfield's Urban Growth Boundary? ☐ Yes ☐ No

Ward number (City residents only): 2

Are you a Springfield property owner? ☒ Yes ☐ No

Are you a Springfield business owner? ☐ Yes ☒ No

Are you a registered voter? ☒ Yes ☐ No

Occupation: RETIRED Place of employment/School:

Business address: N/A

Education: WHITMAN COLLEGE BA, UNIV. OF WASHINGTON JD (1973)

Are you currently serving on any other board, committee, or commission? If so, please list them here:

NO

How did you hear about the above vacancy?

☐ Newspaper ad ☒ Newspaper article ☐ Radio/TV ☐ Mail notice

☐ Word of mouth ☐ Board/Commission/Committee member ☐ Internet

(Over, please)

For more information please call the City Manager's Office 541.726.3700

Return this application to the City Manager's Office, 225 Fifth Street, Springfield Oregon 97477

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10:19 am

FEB 03 REC'D 2025 AM

Application for a City of Springfield Citizen Advisory Board/Commission/Committee

Please print or type:

1. What experiences / training / qualifications do you have for this particular board / commission / committee?

   SEE ATTACHED PRINTED PAGE

2. What specific contribution do you hope to make?

3. Briefly describe your involvement in relevant community groups and activities. (Lack of previous involvement will not necessarily disqualify you from consideration.)

4. What community topics concern you that relate to this board / commission / committee? Why do you want to become a member?

5. Most boards / commissions / committees meet monthly. Subcommittees may meet more frequently. Meetings generally last one and one-half hours. **It is highly recommended you attend a meeting before submitting the application.** Please read the news release for this position which contains the normal dates and times for these meetings and can be found at http://www.springfield-or.gov/city/newsroom/news-room-articles/. Are you available to attend meetings on the dates listed for this committee?

   ☒ Yes ☐ No

   Comments: _____

I certify the information in this application and attachments are true and complete to the best of my knowledge. I understand that false or misleading statements or missing information is cause for rejection of application, removal of name from eligible list, or dismissal from the position. I hereby waive my rights to claims or damages against any employer and the City of Springfield, its officers, agents, and employees, in regard to this exchange of information. I hereby authorize to permit the City of Springfield and/or the Springfield Police Department to review my background information and if required my DMV records. I have reviewed the Advisory and meet the minimum requirements to serve/volunteer in the desired position. I also authorize to permit any materials listed above to be copied and retained by the City of Springfield. I authorize the use of my photograph.

I will defend, indemnify and hold harmless the City of Springfield, its officers, employees, and agents from and against all liability or loss and against any and all claims, actions, causes of actions, proceedings or appeals based upon or arising out of or arising from or in connection with my conduct or performance as a volunteer with the City of Springfield including but not limited damage or injury to persons or property and including without limitation attorney fees and expenses; except for losses, claims or actions resulting from the sole negligence of the City of Springfield.

Applicant Signature: Amy T. Jones Date: 2 Feb. 2025

For more information please call the City Manager's Office 541.726.3700
Return this application to the City Manager's Office, 225 Fifth Street, Springfield Oregon 97477

Printed on Recycled Paper

Springfield Planning Commission- February 4, 2025

Attachment to Application of Gary T. Jones page 2

1. The integration of the federal Endangered Species Act, the City's Comprehensive Plan and participation in the National Flood Insurance Program based on a Biological Opinion and court orders are challenges familiar to me. My experience as an attorney for special purpose districts providing diking and drainage service in Washington state and representation of land developers, citizen watchdog groups and nonprofit organizations serving unhoused people prepares me for the policy discussions which are required. In my career I also represented the Housing Authority of Skagit County , a Self Help housing grantee, handled school district real estate matters and appeared before a variety of land use planning bodies on behalf of private clients. The process of implementing the Growth Management Act in Washington state has parallels to the Oregon Land Conservation and Development goals and plans. I would expect to be a listener who can ask relevant questions and offer ideas from broad experience while giving attention to relevant details. I am retired from law practice.

   2/3 As a newcomer to this community I frequently walk to Kelly Butte, Island Park and the D Street trails along the Willamette River, the Springfield Library, and Museum. I am a member of the Westminster Presbyterian Church on Coburg Road. With help from my family we prepare and serve monthly dinners at Hosea Youth Services in the basement of Grace Church on West Monroe in Eugene. My wife and I have three grandchildren and attend many Kid Sports games and practices at Les Schwab fields and other Springfield and Eugene fields and gyms. Sound water policy, disaster preparedness, public education and outdoor recreation are potential areas of contribution to the community.

   4. I would like to contribute to the community and saw the opening on the Planning commission as a place where my experience and interests aligned with the needs of local government. There would be learning curve which appeals to me as a worthwhile challenge. Getting to know the staff and elected officials who are managing the City would be a further motivation.

12:25pm FEB 03 REC'D 2025 AP

Application for a City of Springfield Citizen Advisory Board/Commission/Committee

City Manager's Office • 225 Fifth Street • Springfield, OR 97477

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Top Three Board / Commission / Committee applying for:

1. Planning Commission 2. – 3. –

Name: Deanna E Jacobson
First Middle Initial Last

Home address: [redacted] Springfield 97478
Street City Zip

Mailing address: _____
Street City Zip

Day Phone: [redacted] Evening phone: [redacted]

Email Address: [redacted]

Preferred Form of Contact: email

Do you live within the Springfield city limits? ☑ Yes ☐ No → If yes, how long? 23

If no, do you live inside Springfield's Urban Growth Boundary? ☒ Yes ☐ No

Ward number (City residents only): UGB

Are you a Springfield property owner? ☑ Yes ☐ No

Are you a Springfield business owner? ☐ Yes ☑ No

Are you a registered voter? ☑ Yes ☐ No

Occupation: Retired Place of employment/School: Springfield School District

Business address: _____

Education: High School. Bachelors and Masters of Teaching

Are you currently serving on any other board, committee, or commission? If so, please list them here:

_____

How did you hear about the above vacancy?

☑ Newspaper ad ☐ Newspaper article ☐ Radio/TV ☐ Mail notice

☐ Word of mouth ☐ Board/Commission/Committee member ☐ Internet

(Over, please)

For more information please call the City Manager's Office 541.726.3700
Return this application to the City Manager's Office, 225 Fifth Street, Springfield Oregon 97477

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Application for a City of Springfield Citizen Advisory Board/Commission/Committee

Please print or type:

1. What experiences / training / qualifications do you have for this particular board / commission / committee?

I have lived and taught school in this area, and worked with a wide range of people and issues. The ability to collaborate combined with a willingness to learn, are qualifications I would bring to the Committee.

2. What specific contribution do you hope to make?

I will strive to provide citizen input from an interested property owner in the Springfield Urban Growth Boundary.

3. Briefly describe your involvement in relevant community groups and activities. (Lack of previous involvement will not necessarily disqualify you from consideration.)

I served on Springfield School District Committees prior to becoming an educator. My community involvement included Neighborhood Watch, a parent advisor on the implementation of Kindegarten in our district, Citizens Police Academy, PTA in various position and offices, Site Council at Ridgeview and Booster Club at Thurston High School. After being hired to teach at Springfield School District I served on numerous committees,

4. What community topics concern you that relate to this board / commission / committee? Why do you want to become a member?

My concerns involve the balance and effects of affordable housing developments on the quality of life in Springfield. Our roads, schools, and public services need consideration with recent building of dense housing developments and multi family dwellings.

5. Most boards / commissions / committees meet monthly. Subcommittees may meet more frequently. Meetings generally last one and one-half hours. **It is highly recommended you attend a meeting before submitting the application.** Please read the news release for this position which contains the normal dates and times for these meetings and can be found at http://www.springfield-or.gov/city/newsroom/news-room-articles/. Are you available to attend meetings on the dates listed for this committee?

☑ Yes ☐ No

Comments:_____

_____

_____

I certify the information in this application and attachments are true and complete to the best of my knowledge. I understand that false or misleading statements or missing information is cause for rejection of application, removal of name from eligible list, or dismissal from the position. I hereby waive my rights to claims or damages against any employer and the City of Springfield, its officers, agents, and employees, in regard to this exchange of information. I hereby authorize to permit the City of Springfield and/or the Springfield Police Department to review my background information and if required my DMV records. I have reviewed the Advisory and meet the minimum requirements to serve/volunteer in the desired position. I also authorize to permit any materials listed above to be copied and retained by the City of Springfield. I authorize the use of my photograph.

I will defend, indemnify and hold harmless the City of Springfield, its officers, employees, and agents from and against all liability or loss and against any and all claims, actions, causes of actions, proceedings or appeals based upon or arising out of or arising from or in connection with my conduct or performance as a volunteer with the City of Springfield including but not limited damage or injury to persons or property and including without limitation attorney fees and expenses; except for lo[redacted]ield.

Applicant Signat[redacted] Date: 1/31/25

For more informati[redacted]

Return this application to the City Manager's Office, 225 Fifth Street, Springfield Oregon 97477

Printed on Recycled Paper

AGENDA ITEM SUMMARY	Meeting Date:	02/18/2025
	Meeting Type:	Work Session
	Staff Contact/Dept:	Andrew Larson/Community Development
	Staff Phone No:	
	Estimated Time:	10 Minutes
S P R I N G F I E L D C I T Y C O U N C I L	Council Goals:	Promote and Enhance our Hometown Feel while Focusing on Livability and Environmental Quality

ITEM TITLE:
Bicycle and Pedestrian Advisory Committee Interview

ACTION REQUESTED:
Interview Ms. Tonya Mildon for a vacant position on the Bicycle & Pedestrian Advisory Committee (BPAC) for approximately a three-year term, ending on December 31, 2027.

ISSUE STATEMENT:
The Bicycle & Pedestrian Advisory Committee (BPAC) currently has one vacant position due to a recent resignation from Mr. Paul Metzler. The City of Springfield received one application during the open recruitment from Ms. Tonya Mildon.

DISCUSSION/FINANCIAL IMPACT:
The Bicycle and Pedestrian Advisory Committee (BPAC), which typically consists of nine voting members, is seeking one new member for one vacant seat. The BPAC advises City Council and city staff on pedestrian and bicycle plans. The committee was established to provide input on bicycle and pedestrian infrastructure, policies. programs, education, and enforcement. Appointing one new member will provide the BPAC with a full committee.

Attachments

1. Current BPAC Roster
2. BPAC Interview Questions
3. Mildon, Tonya Application

Springfield Bicycle and Pedestrian Advisory Committee – 2025 Roster

BPAC Members	**Assignment**
1. Dickey, Keith	12/13/2022 – 12/31/2025
2. Campbell, Kevin	01/01/2023 – 12/31/2025
3. Jenya Kielpinski	04/01/2024 – 12/31/2026
4. Bovee, Douglas	01/01/2024 – 12/31/2026
5. Coleman, Elena	01/01/2024 – 12/31/2026
6. Deven Ralke	05/08/2024 – 05/31/2027
7. Brown Hughey, Brenda	01/01/2025 – 12/31/2027
8. Linhares, Alan	01/01/2025 – 12/31/2027
9. Vacant	

Liaisons	
• Webber, Michelle	City Council
• Driggs, Morgan	Planning Commission
• Daws, Simon	Willamalane Parks and Recreation District
• Blashchishen, Jack	Safe Routes to School
• To Be Determined	Eugene Active Transportation Committee

Bicycle and Pedestrian Advisory Committee (BPAC) Interview Schedule & Questions

Schedule

- *Interview of Tonya Mildon*

Interview Questions for applicant

1. What strengths or skills would you bring to the BPAC?
2. How do you think the work of the BPAC improves our community?
3. If you could make one positive change in Springfield, what would it be?

Rec'd 1/11/25 8:47am
jz

Application for a City of Springfield Citizen Advisory Board/Commission/Committee

City Manager's Office • 225 Fifth Street • Springfield, OR 97477

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- **When possible, the Council will appoint people to serve on one City board, commission or committee only.**

Top Three Board / Commission / Committee applying for:

1. _____ 2. _____ 3. _____

Name: _____
First Middle Initial Last

Home address: [redacted] _____
Street City Zip

Mailing address: [redacted] _____
Street City Zip

Day Phone: [redacted] _____ Evening phone: [redacted] _____

Email Address: [redacted] _____

Preferred Form of Contact: _____

Do you live within the Springfield city limits? Yes ⇨ If yes, how long? _____
No If no, do you live inside Springfield's Urban Growth Boundary?
Yes No

Ward number (City residents only): _____

Are you a Springfield property owner? Yes No
Are you a Springfield business owner? Yes No
Are you a registered voter? Yes No

Occupation: _____ Place of employment/School: _____

_____

Business address [redacted] _____

Education: _____

Are you currently serving on any other board, committee, or commission? If so, please list them here:

_____

How did you hear about the above vacancy?

Newspaper ad Newspaper article Radio/TV Mail notice

Word of mouth Board/Commission/Committee member Internet

(Over, please)

For more information please call the City Manager's Office 541.726.3700
Return this application to the City Manager's Office, 225 Fifth Street, Springfield Oregon 97477

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Application for a City of Springfield Citizen Advisory Board/Commission/Committee

Please print or type:

1. What experiences / training / qualifications do you have for this particular board / commission / committee?

2. What specific contribution do you hope to make?

3. Briefly describe your involvement in relevant community groups and activities. (Lack of previous involvement will not necessarily disqualify you from consideration.)

4. What community topics concern you that relate to this board / commission / committee? Why do you want to become a member?

5. Most boards / commissions / committees meet monthly. Subcommittees may meet more frequently. Meetings generally last one and one-half hours. **It is highly recommended you attend a meeting before submitting the application.** Please read the news release for this position which contains the normal dates and times for these meetings and can be found at http://www.springfield-or.gov/city/newsroom/news-room-articles/. Are you available to attend meetings on the dates listed for this committee?

   Yes No

   Comments:_____

   _____

   _____

I certify the information in this application and attachments are true and complete to the best of my knowledge. I understand that false or misleading statements or missing information is cause for rejection of application, removal of name from eligible list, or dismissal from the position. I hereby waive my rights to claims or damages against any employer and the City of Springfield, its officers, agents, and employees, in regard to this exchange of information. I hereby authorize to permit the City of Springfield and/or the Springfield Police Department to review my background information and if required my DMV records. I have reviewed the Advisory and meet the minimum requirements to serve/volunteer in the desired position. I also authorize to permit any materials listed above to be copied and retained by the City of Springfield. I authorize the use of my photograph.

I will defend, indemnify and hold harmless the City of Springfield, its officers, employees, and agents from and against all liability or loss and against any and all claims, actions, causes of actions, proceedings or appeals based upon or arising out of or arising from or in connection with my conduct or performance as a volunteer with the City of Springfield including but not limited damage or injury to persons or property and including without limitation attorney fees and expenses; except for losses, claims or actions resulting from the sole negligence of the City of Springfield.

Applicant Signature:_____ Date:_____

For more information please call the City Manager's Office 541.726.3700
Return this application to the City Manager's Office, 225 Fifth Street, Springfield Oregon 97477

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AGENDA ITEM SUMMARY **Meeting Date:** **02/18/2025**

S P R I N G F I E L D
C I T Y C O U N C I L

SUBJECT:
June 3, 2024 Work Session Minutes

Attachments

June 3, 2024 Work Session Minutes

MINUTES OF THE MEETING OF
WORK SESSION OF THE
SPRINGFIELD CITY COUNCIL
HELD MONDAY JUNE 3, 2024

The Springfield City Council met in person and via Zoom on Monday, June 3, 2024, at 6:30 pm., Mayor Van Gordon presiding.

CALL TO ORDER
Mayor Van Gordon called the meeting to order at 6:30 pm

Present were Mayor VanGordon, Councilors Michelle Webber, Steve Moe, Kori Rodley, Beth Blackwell, Victoria Doyle, and Joe Pishioneri

1. City & SUB Street Light Maintenance IGA

Brian Barnett, Managing Civil Engineer, and Scott Miller, Senior Civil Engineer, gave a presentation on the City and SUB Street light maintenance IGA via PowerPoint and answered questions from the council.

Councilor Pishioneri said he didn't see the rate of pay per kilowatt.

Mr. Miller said the term was kilowatt-hour and the IGA doesn't impact the rates, just how they are paid.

Councilor Pishioneri said as this was a contract then the rates were subject to negotiation. He said SUB had been a great partner, but as they had a responsibility to the voters, they had some assurances or add-on that any rate increases unique to them would be open to discussion.

Mr. Miller said that while the City of Springfield is SUB's largest customer, they are not the only one and what this IGA does is set the rate schedule, but not the rates. He said SUB had been a great partner and there could potentially be future discussions about rate structures. Their prices are driven by wholesale electric prices that they are purchasing, and their rates are rising proportionally to residential and business.

Councilor Rodley mentioned Article 6 on the additional services, the emergency work and conditions and was curious how they set that up for success.

Mr. Miller said the ice storm was fresh in everyone's minds and they were still in the process of drafting this when it occurred. The SOP was not finalized, but they could see in the emergency response section that SUB was the primary responder to restoring power.

Councilor Rodley said the conversations around the ice storm were all about improvement on response.

Van Gordon said it looked good to him and this is a good example of clarifying and updating roles.

The IGA will be presented to council for approval on July 1, 2024.

ADJOURNMENT

Mayor Van Gordon adjourned the meeting at 6:49 pm.

(Minutes prepared by Lydia Harvey, LCOG)

_____

Sean VanGordon
Mayor

Attest:

_____

Allyson Pulido
City Recorder

AGENDA ITEM SUMMARY **Meeting Date:** **02/18/2025**

S P R I N G F I E L D
C I T Y C O U N C I L

SUBJECT:
June 3, 2024 Regular Session Minutes

Attachments

June 3, 2024 Regular Session Minutes

MINUTES OF THE MEETING OF
THE SPRINGFIELD CITY COUNCIL
HELD MONDAY JUNE 3, 2024

The Springfield City Council met in person and via Zoom on Monday, June 3 at 7:00 pm., Mayor Van Gordon presiding.

CALL TO ORDER
Mayor Van Gordon called the meeting to order at 7:02 pm

ATTENDANCE
Present were Mayor Van Gordon, Councilors Michelle Webber, Steve Moe, Kori Rodley, Beth Blackwell, Victoria Doyle, and Joe Pishioneri

STAFF PRESENT
City Manager Nancy Newton, Assistant City Manager Niel Laudati, City Attorney Mary Bridget Smith, City Recorder Allyson Pulido, Nathan Bell, Chief Andrew Shearer, and Haley Campbell

PLEDGE OF ALLEGIANCE

CONSENT CALENDAR

1. Claims
2. Minutes
3. Resolutions
4. Ordinances
5. Other Routine Matters
    a. Amending The Springfield Municipal Code to Limit Liability for Use of Public Trails Per ORS 105.668

MOTION: Councilor Pishioneri moved, Councilor Rodley seconded, to approve the consent calendar.

The Motion passed unanimously with a vote of 6 for and 0 against.

Webber	Y
Moe	Y
Rodley	Y
Blackwell	Y
Doyle	Y
Pishioneri	Y

PUBLIC HEARINGS -

1. Annexation of Territory to the City of Springfield- Annex Approximately 2.44 Acres of Industrial Property in Glenwood Located at 3331 Franklin Boulevard (Map 17-03-34-33, Tax Lot 100).

NO ACTION REQUESTED. FIRST READING ONLY

Andy Limbird gave a short presentation on the 2.4 acre property that requested access to the sewer. The applicant previously obtained a permit to connect, but it was not finished at that time, the applicant now hoped to connect. He said this afternoon staff had questions about the annexation, staff requested that the record and hearing remain open until June 17th.

There was no public comment.

Mayor VanGordon said they would continue the public hearing on June 17th 2024.

2. Annexation of property between 7527 and 7655 Thurston Rd. (Map & Tax Lots 17-02-35-00-03200 and 3603) and approx. 1,175 feet of Thurston Rd. right of way.

Andy Limbird, Senior Planner explained the annexation for this property was located near Thurston Road, he said the zoning is for R1 and the request is to annex for future development. The city requested this segment of road also be annexed to make room for public utilities and residential building. There had been discussion between the applicant and city staff about refinements to the agreement. Staff requests the matter be continued to June 17th.

Councilor Pishioneri asked if this created a "county island". Mr. Limbird responded that the properties surrounding this property are already annexed so it is actually reducing the size of an existing "county island".

Mr. Limbird said the property on both sides was annexed and this was previously an unincorporated block and was splitting the remainder into two county islands.

Mayor VanGordon opened the public hearing.

Public Comment:
Brandy Hartman spoke regarding concerns over traffic and safety if there are additional apartments are added to the area.

Sue Hartman concerned about housing being added, there is concern about not being informed of the proposed annexation.

Michael Sherman appeared and attempted to testify remotely. The Council was unable to hear him and asked him to provide his testimony via e-mail.

Mayor VanGordon said they would continue the public hearing on June 17th 2024.

3. Annexation of Territory to the City of Springfield- Annex 2.34 Acres of Residential Property Located at (Map 17-03-22-13, Tax Lot 20801 & Map 17-03-22-12, Tax Lot 02100) and Concurrently Annex a Segment of Game Farm Road and Pheasant Boulevard

NO ACTION REQUESTED. FIRST READING ONLY.

Tom Sievers, Senior Planner requested the Council consider an ordinance to annex 2.34 acres of residential property to the city of Springfield. He stated they received written comments and phone calls. The proposed annexation area 3333 Pheasant Blvd. the applicant is a property owner and requested annexation to build residential units. The road will remain the responsibility of the county. The property is contiguous to the city limits along the norther border and with annexation the property will be removed from the county. He named the four approval criteria and said staff recommended approval.

Councilor Doyle clarified that they were just looking at annexation and not development at this time. Mr. Sievers confirmed this. Councilor Doyle also confirmed with Mr. Sievers that the residents notified of the Public Hearing are within a 300-foot perimeter of the property.

Councilor Webber said she was concerned about what kind of development would go into this location and requested they be thoughtful about those concerns.

Mr. Seivers said they had seen duplex units on the plan and that would be 20-28 houses and the applicant's representative was here.

Councilor Pishioneri asked if any of those units would be two stories. Mr. Sievers confirmed that within the R1 Zoning allowance buildings can be up to 35 feet tall.

Councilor Pishioneri encouraged everyone to access all information about development at the City's website.

Mayor VanGordon opened the public hearing.

Public Comment

Twenty-three members of the public spoke against the annexation and future development, citing concerns over added traffic, privacy issues, emergency services access, decreased property values, loss of natural area, sound and light pollution and potential toxins in the soil from the old railway.

- Janet Barker- lives on Pheasant Blvd; she is opposed to the annexation.
- Meaghan Watson- lives on Oriole Street; she is opposed to the annexation.
- David Franklin- lives on Raleighwood Ave; he is opposed to the annexation.
- Jim Leml- lives on Raleighwood Ave; he is opposed to the annexation.
- Ronald Smith- lives on Pheasant Blvd; he is opposed to the annexation.
- Harvest Eidbo- lives on Pheasant Blvd; he is opposed to the annexation.
- Aleah Abeyta- Lives on Oriole St; she is opposed to the annexation.
- Bea James- Lives on Pheasant Blvd; she is opposed to the annexation.
- Bill Kynerth- lives on Raleighwood; he is opposed to the annexation.
- Camila Garibay- lives on Raleighwood; she is opposed to the annexation.
- Steven Bennett- lives on Pheasant Blvd; he is opposed to the annexation.
- Pat Condron- lives on Raleighwood Ave; she is opposed to the annexation.
- Ron Dobrowski- lives on Raleighwood Ave; she is opposed to the annexation.
- Gabriel Cordenus- Rivmallo- lives on Pheasant Blvd; he is opposed to the annexation.
- Larry Brabham Jr.- lives on Raleighwood Ave; he is opposed to the annexation.
- Mike Fairchild- lives on Raleighwood Ave; he is opposed to the annexation.

- Janice White- lives on Pheasant Blvd; she is opposed to the annexation.
- Tracy Baker- lives on Raleighwood Blvd; she is opposed to the annexation.
- Lhamu Konrad- lives on Pheasant Blvd; she is opposed to the annexation.
- Ken Mauldin- lives on Pheasant Blvd; he is opposed to the annexation.
- Luis Arevalo Valle- lives on Pheasant Blvd; he is opposed to the annexation.
- Cornelio Garibay- lives on Raleighwood Ave; he is opposed to the annexation.
- Sebastian Arevalo Valle appeared remotely- lives on Pheasant Blvd
- Dominique Richardson appeared remotely- lives on Pheasant Blvd; she is opposed to the annexation.

John Schmidt, Landscape Architect from the Satre Group representing the applicant in his reply to the public commentary. He thanked the residents for speaking and understood their concerns. He shared where they were in the planning process and that they understood how challenging the property was. He explained they heard what the community was saying, and they would do their best to work with the community moving forward.

Mayor VanGordon closed the Public Hearing and the record.

Councilor Pishioneri said he was concerned about the toxicity potential and the solar access.

Mr. Seivers said they would be updating the staff report as needed before June 17th.

Councilor Pishioneri would like the questions presented to be answered in future documents. He said as far as toxicity is concerned; it is on the owner to provide proof that the site can be developed safely.

Mr. Seivers said he did some research on the railroad, and it had been vacated over 40 years ago. He said this property could be developed with more units than proposed, and this was a zoned R1 property and expected to be developed.

Councilor Rodley expressed appreciation for everyone who gave testimony. She said this is the first of many growing pains they would feel as they needed more housing.

Councilor Doyle said these are always the most difficult decisions for her because she can relate. But this was a private piece of property and that's where they needed to start.

Councilor Moe said he had seen a lot of old railroad routes turned into bike routes and would like to see that happen here.

Mayor VanGordon wanted more information on transportation access and wanted to hear from the fire department on that. He echoed the question on toxins in the soil.

Mayor VanGordon said there was no action tonight and Mr. Seivers would bring back more information on June 17th.

4. An Ordinance Vacating a 60-Foot Wide by 266.61- Feet long Right of Way known as Ivy Street for the Purpose of a Future Street Realignment

NO ACTION REQUESTED. FIRST READING ONLY.

Jeremy Sherer, City Surveyor, spoke on vacation of the right of way Ivy Street located at the north end of South 54th St. It was sold to the city in 1979 and the deed allowed the city to realign if necessary. He said the area was vacant and the realignment would not have an adverse effect on the city and would in fact benefit the city. As it was city owned, it didn't need to be assessed.

Councilor Pishioneri asked if the property was similar in size and value.

Mr. Sherer said the trade would be more than fair.

VanGordon opened and closed the public hearing.

BUSINESS FROM THE AUDIENCE- None

BUSINESS FROM THE CITY COUNCIL

VanGordon said the packet came for the upcoming joint elected officials out and he hoped the Council enjoyed reading it.

BUSINESS FROM THE CITY MANAGER

1. Bid Award for Project P21195, 42nd Steet Overlay, IP to Marcola Project.

Amanda Clinton, Senior Contract Analyst, said Wildish was the lowest bidder and asked for Council approval to award Wildish the contract.

MOTION: Councilor Pishioneri moved, Councilor Rodley seconded, to award the subject contract to Wildish Construction Co. in the Amount of $1,280,035.75.

The Motion passed unanimously with a vote of 6 for and 0 against.

Webber	Y
Moe	Y
Rodley	Y
Blackwell	Y
Doyle	Y
Pishioneri	Y

BUSINESS FROM THE CITY ATTORNEY- None

ADJOURNMENT

Mayor VanGordon adjourned the meeting at 9:08 pm.

_____

Sean VanGordon
Mayor

Attest:

_____

Allyson Pulido
City Recorder

AGENDA ITEM SUMMARY **Meeting Date:** **02/18/2025**

S P R I N G F I E L D
C I T Y C O U N C I L

SUBJECT:
June 10, 2024 Joint Elected Officials, Springfield City Council and Lane County Commissioners

Attachments

June 10, 2024 Joint Elected Officials, Springfield City Council and Lane County Commissioners

MINUTES OF THE MEETING OF
THE SPRINGFIELD CITY COUNCIL
HELD MONDAY JUNE 10, 2024

The Springfield City Council and Lane County Commissioners met for a joint meeting in person and via Zoom on Monday, June 10, 2024 at 5:30 pm., Mayor VanGordon presiding.

CALL TO ORDER

Mayor VanGordon called the meeting to order at 5:37 pm

Present were Mayor VanGordon, Councilors Michelle Webber, Steve Moe, Kori Rodley, Beth Blackwell, and Joe Pishioneri and Lane County Commissioners Chair Laurie Trieger, Vice-Chair David Loveall, Pat Farr, Heather Buch, and Ryan Ceniga.

PLEDGE OF ALLEGIANCE

PUBLIC HEARING

1. Willamalane Park and Recreation Comprehensive Plan – Joint Public Hearing

City Ordinance NO.1 – An ordinance adopting Willamalane Park and Recreation Districts 2023 Park and Recreation Comprehensive Plan and the recreation element of the Springfield Comprehensive Plan, amending the Eugene-Springfield Metropolitan Area General Plan to repeal the 2012 Park and Recreation Comprehensive Plan and to add reference to the Springfield Comprehensive Plan recreation element, adopting a savings and severability clause, and providing an effective date

This was a first reading for the Springfield City Council and the second reading for the Lane County Board of Commissioners. There was no action requested.

Chair Trieger and Mayor VanGordon asked the Commissioners and Council to declare any actual or potential conflicts of interest.

Only Councilor Pishioneri had a conflict of interest regarding Willamalane. Councilor Pishioneri is periodically hired to administer training programs to the Willamalane Park Rangers. City Attorney, Mary Bridget Smith agreed that this is a potential conflict of interest.

Mayor VanGordon explained the rules for the public testimony. The Public Hearing opened.

Lane County Commissioner Vice-Chair Loveall had a conflict of interest as a landowner for the second ordinance.

The rest of the Lane County Commissioners had none.

Michael Wargo, Executive Director of Willamalane; Kristina Boe, Senior Planner; and Collin McArther from Cameron McCarthy Landscaping Architecture and Planning spoke on the project.

There was no public testimony for this item.

Mayor VanGordon and Chair Treiger closed the Public Hearing

MOTION: Before the Lane County Commissioners Vice Chair Lovell moved, Commissioner Farr seconded to approve the second reading and return for a third on July 30.

The motion passed unanimously with a vote for 5 for and 0 against.

2. Housing in Non-Residential Areas – Code Amendments – Joint Public Hearing

Ordinance NO.2 – An ordinance amending the Springfield Development Code related to Income-Qualified housing on property owned by religious nonprofits, income-qualified housing in non-residential districts, and various other sections; adopting a savings clause and a severability clause; and providing an effective date.

This was a first reading for the Springfield City Council and the second reading for the Lane County Board of Commissioners. There was no action requested.

Mayor VanGordon and Chair Trieger opened the public hearing for Ordinance 2.

Mary Bridget Smith, City Attorney said councilors who own property may have a conflict of interest.

VanGordon asked to declare conflict in interest

Councilors Webber, Moe, Blackwell, Rodley, Pishioneri, and Mayor VanGordon had a conflict of interest due to being a landowner in Springfield.

Chair Trieger asked the commission to declare conflict of interest.

Commissioners Loveall and Buch said they had a conflict, commissioners Farr, Ceniga and Trieger had none.

Haley Campbell, Springfield staff and Jared Bauder, Lane County staff gave a presentation on Code Amendments regarding Housing in Non-Residential Areas and answered questions from the Council and Board.

There was no public testimony for this item.

Commissioner Buch requested clarification from Assistant County Counsel. Commissioner Buch decided to stay on the record despite having potential conflict.

Mayor VanGordon and Chair Trieger closed the Public Hearing.

VanGordon asked for staff to return July 1st 2024 for a second reading.

MOTION: Commissioner Loveall moved, Commissioner Buch seconded, to approve the third reading for the Lane County Commission on July 30, 2024.

The motion passed unanimously with a vote for 5 for and 0 against.

ADJOURNMENT

Mayor VanGordon adjourned the Meeting Adjourned at 6:47 pm.

Minutes Recorder- Lydia Harvey LCOG

_____
Sean VanGordon
Mayor

Attest:

_____
Allyson Pulido
City Recorder

AGENDA ITEM SUMMARY **Meeting Date:** **02/18/2025**

S P R I N G F I E L D
C I T Y C O U N C I L

SUBJECT:
June 17, 2024 City Council Regular Session Meeting Minutes

Attachments
June 17, 2024 City Council Regular Session Meeting Minutes

MINUTES OF THE MEETING OF
THE SPRINGFIELD CITY COUNCIL
HELD MONDAY JUNE 17, 2024

The Springfield City Council met in person and via Zoom on Monday, June 17, 2024 at 7:00p.m., Mayor VanGordon presiding.

CALL TO ORDER
Mayor VanGordon called the city council meeting to order at 7:00 p.m.

ATTENDANCE
Present were Mayor VanGordon, Councilors Webber, Moe, Rodley, Blackwell, Doyle, and Pishioneri

STAFF PRESENT
City Manager Nancy Newton, Assistant City Manager Niel Laudati, City Attorney Kristina Kraaz Mary Bridget Smith, City Recorder Allyson Pulido, Erin Fifield, Andy Limbird, Mark Rust, Tom Sievers, Jessica Mumme, Nathan Bell, Brian Conlon, and Jeff Paschall.

PLEDGE OF ALLEGIANCE

SPRINGFIELD UPBEAT
1. Mayor's Recognition

a. Brian Conlon- Recognition of 45 years of service
Mayor VanGordon introduced City Manager Nancy Newton and Assistant City Manager Neil Laudati to recognize Brian Conlon for 45 years of service to the City of Springfield.

CONSENT CALENDAR
1. Claims- None
2. Minutes- None
3. Resolutions- None
4. Ordinances- None
5. Other Routine Matters
a. 2024-2025 Risk Insurance Renewals
b. Bid Award For Project P21192, 2024 Maintenance Hole Rehabilitation Project.
c. Inmate Food Services Intergovernmental Agreement
d. Authorization to Execute a Lease Purchase Agreement for Ariel Truck
e. An Ordinance Vacating a 60-foot Wide by 266.61-Feet Long Right of Way Known as Ivy Street for the Purpose of a Future Street A Realignment (18-02-04-00-00308)
f. May 2024 Disbursements for Approval

MOTION: Councilor Pishioneri moved, seconded by Councilor Rodley, to approve the consent calendar.

The motion was approved unanimously 6 for and 0 against.

Webber	Y
Moe	Y
Rodley	Y
Blackwell	Y

Doyle	Y
Pishioneri	Y

PUBLIC HEARINGS

1. Fiscal Year 2024/25 City Budget Adoption

Nathan Bell, Finance Director, described the work of the budget committee which forwarded this budget to the City Council.

Mayor VanGordon opened the public hearing. There was no public comment for this item. Mayor VanGordon closed the public hearing.

MOTION: Councilor Pishioneri moved, seconded by Councilor Rodley, to adopt a Resolution adopting the Fiscal Year 2024/25 City of Springfield Budget, making appropriation, and imposing and categorizing the tax.

The motion was approved unanimously 6 for and 0 against

Webber	Y
Moe	Y
Rodley	Y
Blackwell	Y
Doyle	Y
Pishioneri	Y

2. Resolution Certifying the City's Eligibility to Receive State Shared Revenues from Cigarette, Marijuana, Gas, and Liquor Taxes.

Jessica Mumme, Budget and Procurement Manager, reiterated the State of Oregon's procedures for municipal requests for receipt of state shared revenues.

Mayor VanGordon opened the public hearing. There was no public comment. Mayor VanGordon closed the public hearing.

MOTION: Councilor Pishioneri moved, seconded by Councilor Rodley, to adopt a Resolution of the Common Council of the City of Springfield Certifying eligibility for state-shared revenues from cigarette, marijuana, gas, and liquor taxes and approving the City of Springfield's participation in the state revenue sharing program.

The motion was approved unanimously 6 for and 0 against

Webber	Y
Moe	Y
Rodley	Y
Blackwell	Y
Doyle	Y
Pishioneri	Y

3. FY24 Supplemental Budget 4

Ms. Mumme, Budget and Procurement Manager, described several reasons why municipal annual budgets are adjusted during the fiscal year including the recognition of changes in budget expenditures, receipt of new revenues, and to make related budget adjustments. She reported this agenda item reflected the fourth and final adjustment for Fiscal Year 2024.

Mayor VanGordon opened the public hearing. There was no public comment. Mayor VanGordon closed the public hearing.

MOTION: Councilor Pishioneri moved, seconded by Councilor Rodley, to adopt a Resolution adjusting resources and requirements in the following funds: General, Special Revenue, Building Code, Fire Local Option Levy, Development Projects, Street Capital, Sanitary Sewer Operations, Regional Wastewater, Ambulance, and storm drainage operations.

The motion was approved unanimously 6 for and 0 against.

Webber	Y
Moe	Y
Rodley	Y
Blackwell	Y
Doyle	Y
Pishioneri	Y

4. Master Fees & Charges Update

Jessica Mumme, Budget and Procurement Manager referred to a February 25th meeting on this topic with Mr. Bell and the City Council regarding fee adjustments. She added that she updated the City Council on April the 8th and said those additional discussions were reflected in the fee schedules in the council packet. She said a variety of City Departments manage the fees and department staff were available for to questions.

Mayor VanGordon opened the public hearing. There was no public comment. Mayor VanGordon closed the public hearing.

MOTION: Councilor Pishioneri moved, seconded by Councilor Rodley, to adopt a Resolution amending Master Fees and Charges schedule chapters 1-10 with an effective date of July 1. 2024

The motion was approved unanimously 6 for and 0 against

Webber	Y
Moe	Y
Rodley	Y
Blackwell	Y
Doyle	Y
Pishioneri	Y

5. Annexation of Territory to the City of Springfield and Willamalane Park and Recreation District - Annex 0.37 Acres of Residential Property Located at (Map 18-02-06-14, Tax Lot 06200); Withdrawing the same Territory From the Willakenzie Rural Fire Protection District.

AN ORDINANCE ANNEXING CERTAIN TERRITORY (904 FILBERT LANE) TO THE CITY OF SPRINGFIELD AND WILLAMALANE PARK AND RECREATION DISTRICT; WITHDRAWING THE SAME TERRITORY FROM THE WILLAKENZIE RURAL FIRE PROTECTION DISTRICT; ADOPTING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE (FIRST READING).

FIRST READING ONLY, NO ACTION REQUESTED

Tom Sievers, Senior Planner, displayed a map of the area to be annexed and said the request applied to one lot in a R-1 zone and that the owner requested annexation to improve the property and receive City services. He stated the request met the four approval criteria, and he recommended approval. He added this was a First Reading only and no action was requested at this time.

Mayor VanGordon opened the public hearing. There was no public comment. Mayor VanGordon closed the public hearing.

6. Annexation of Property Between 7527 and 7655 Thurston Road. (Map & Tax Lots 17-02-35-00-03200 and 3603) and Approximately 1,175 feet of Thurston Road Right of Way

Andy Limbird, Senior Planner, presented this item. He said he included fiscal impact information in the agenda packet and the City Council could act on the annexation request if they so wished.

Mayor VanGordon opened the public hearing. There was no public comment. Mayor VanGordon closed the public hearing.

MOTION: Councilor Pishioneri moved, seconded by Councilor Rodley, to approve an ordinance annexing certain territory (vacant property between 7527 and 7655 Thurston Road and identified as Accessor's Map 17-02-35-00, Tax Lots 3200 & 3603, and an approximately 60-Foot Wide by 1,175-Food Long segment of Thurston Road right-of-way) to the City if Springfield and Willamalane Park & Recreation District; withdrawing the same territory from the McKenzie Fire & Rescue District; adopting a severability clause; and providing an effective date.

The motion was approved unanimously 6 for and 0 against.

Webber	Y
Moe	Y
Rodley	Y
Blackwell	Y
Doyle	Y
Pishioneri	Y

7. Annexation of Territory to the City of Springfield- Annex Approximately 2.44 Acres of Industrial Property in Glenwood Located at 331 Franklin Boulevard (Map 17-03-34-33, Tax Lot 100)

AN ORDINANCE ANNEXING CERTAIN TERRITORY (PROPERTY ADDRESSED AS 3331 FRANKLIN BOULEVARD AND IDENTIFIED AS ASSESSOR'S MAP 17-03-34-33, TAX LOT 100) TO THE CITY OF SPRINGFIELD AND WILLAMALANE PARK & RECREATION DISTRICT; WITHDRAWING THE SAME TERRITORY FROM THE GLENWOOD WATER DISTRICT;

ADOPTING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE (SECOND READING).

Mr. Limbird, Senior Planner introduced this agenda item as the Second Reading of the Ordinance and recommended that the public hearing be continued as staff had not received a response regarding the applicant's concerns. He recommended this public hearing be carried forward until the next City Council meeting on July 1.

Mayor VanGordon opened the public hearing. There was no public comment. Mayor VanGordon stated the Public Hearing would be open through July 1.

BUSINESS FROM THE AUDIENCE

Mayor VanGordon reiterated the Public Comment process. He added that while speakers may refer to issues relating to closed public hearings, the City Council could not consider the comments as testimony when acting on the respective agenda item.

City Atty Kristina Kraaz described the quasi-judicial decisions made by the City Council on land use decisions and advised Council members on rights and obligations relating to public hearing requirements and procedures, intended to protect applicants and the City Council.

Councilor Webber requested clarification about reporting ex parte communications. City Attorney Kraaz stated she would respond to that question later in the meeting.

The following individuals commented on a June 3rd public hearing relating to the Annexation of Territory to the City of Springfield- Annex 2.34 Acres of Residential Property Located at (Map 17-03-22-13, Tax Lot 20801 & Map 17-03-22-12, Tax Lot 02100) and Concurrently Annex a Segment of Game Farm Road and Pheasant Boulevard.

Mr. David Franklin
Ms. Alea Abeyta
Ms. Janet Barker
Ms Meghan Watson
Ms. Bea James
Mr. Michael Brehm
Mr. Ken Mauldin
Ms. Brandy Hartman
Mr. Harvest Eidbo
Ms. Cari Bartlett

Dean and Karen Burkart commented on safety concerns regarding a traffic roundabout on Hayden Bridge Road and requested the removal of overgrown shrubbery on the side of the road near the traffic roundabout.

COUNCIL RESPONSE - None
CORRESPONDENCE AND PETITIONS - None
BIDS - None
BUSINESS FROM THE CITY COUNCIL -None

1. Committee Appointments
2. Business from Council

a. Committee Reports
b. Other Business

BUSINESS FROM THE CITY MANAGER

1. Community Development Block Grant (CDBG) Substantial Amendments

Erin Fifield, Community Development Analyst, stated that CDBG funding amendments occur when funded projects experience delays and other projects qualify to utilize funding that could be reallocated. She stated the amendment package would reallocate a little over $470,00 to three described projects. She added that the CDBG Committee had conducted a public hearing and that she anticipated returning in the fall with a request to reallocate an additional $200,000 in funds towards rental rehabilitation projects.

MOTION: Councilor Pishioneri moved, seconded by Councilor Rodley, to approve the proposed amendments to the community development block grant fiscal year 2022 annual action plan in the amount of $17,425.35 and fiscal year 2023 in the account of $148,002.00 to increase the supply of affordable housing and authorize the City Manager to execute all documents needed to give effect to the City's agreement with the U.S. Department of Housing and Urban Development for these funds.

The motion was approved unanimously 6 for and 0 against

Webber	Y
Moe	Y
Rodley	Y
Blackwell	Y
Doyle	Y
Pishioneri	Y

2. Annexation of Territory to the City of Springfield- Annex 2.34 Acres of Residential Property Located at (Map 17-03-22-13, Tax Lot 20801 & Map 17-03-22-12, Tax Lot 02100) and Concurrently Annex a Segment of Game Farm Road and Pheasant Boulevard

Tom Sievers, Senior Planner requested the City Attorney provide advice and information regarding the public comments on this issue presented during the *Business from The Audience* agenda item.

City Attorney Kraaz cited examples of comments, letters and other communications which may or may not be relevant to the issue before the City Council and described treatment of those communications under Oregon law. She summarized the communications and described why issues raised were not relevant to the City Council's decision. She provided an overview of Oregon law and the purpose of public hearings in soliciting public input on criteria allowed to be considered on annexation requests.

Members of the City Council stated whether they had received any Ex Parte contacts regarding the subject of this agenda item. One member stated she had been contacted by telephone, one member stated she had been contacted by letter and two members had been contacted by a Lane County Commissioner, and in all cases, council members stated merits of the subject was discussed. Each council member stated the contact would not impact their decision.

Mayor VanGordon stated that the City Council was excluding all testimony received after June the 3rd and that the public hearing remained closed.

MOTION: Councilor Pishioneri moved, seconded by Councilor Rodley, to adopt an Ordinance annexing certain territory (3333 Pheasant Boulevard, and vacant lot at Map 17-03-22-13, TL 20801, and approximately a 230-foot-long segment of Game Farm Road and an Approximately 135-Foot long segment of Pheasant Boulevard to the City of Springfield and Withdrawing the Same Territory from the Rainbow Water4 District; Adopting a Severability Clause; and providing an effective Date (Second Reading)

The motion was approved unanimously 6 for and 0 against

Webber	Y
Moe	Y
Rodley	Y
Blackwell	Y
Doyle	Y
Pishioneri	Y

BUSINESS FROM THE CITY ATTORNEY

1. Amendments to City Council Operating Policies and Procedures

Assistant City Attorney Kristina Kraaz introduced this agenda item as an annual Resolution and that a draft was reviewed by the City Council at a May 20th work session. She said a primary change related to the scheduling of Ordinances, and another related to council attendance. She said this Resolution would require a 2/3 vote.

Councilor Doyle inquired as to when the council would be considering council salaries as a ballot measure citing the amount of City Council work undertaken on a daily and weekly basis. City Attorney Kraaz replied that the issue would need to be prepared as a Charter Amendment and placed on the ballot to be approved by voters. She suggested that Mayor VanGordon could convene a committee on the subject. Mayor VanGordon requested information regarding convening such a committee.

MOTION: Councilor Pishioneri moved, seconded by Councilor Rodley, to adopt a Resolution adopting amendments to the Council Operating Policies and Procedures

The motion was approved unanimously 6 for and 0 against

Webber	Y
Moe	Y
Rodley	Y
Blackwell	Y
Doyle	Y
Pishioneri	Y

Mayor VanGordon adjourned the city council meeting at 9:08 p.m.

(Minutes prepared by Pam Berrian, LCOG)

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Sean VanGordon

Mayor

Attest:

_____

Allyson Pulido
City Recorder

AGENDA ITEM SUMMARY **Meeting Date:** **02/18/2025**

S P R I N G F I E L D
C I T Y C O U N C I L

SUBJECT:
June 17, 2024 City Council Work Session Meeting Minutes

Attachments
June 17, 2024 City Council Work Session Meeting Minutes

MINUTES OF THE WORK SESSION OF
THE SPRINGFIELD CITY COUNCIL
HELD MONDAY, JUNE 17, 2024

The Springfield City Council met in person and via Zoom on Monday, June 17, 2024 at 6:00 p.m., Mayor VanGordon presiding.

CALL TO ORDER
Mayor VanGordon called the work session to order at 6:00 p.m.

ATTENDANCE
Present were Mayor VanGordon, Councilors Michelle Webber, Steve Moe, Kori Rodley, Beth Blackwell , Victoria Doyle, and Joe Pishioneri

STAFF PRESENT
City Manager Nancy Newton, Assistant City Manager Niel Laudati, Assistant City Attorney Kristina Kraaz, City Recorder Allyson Pulido, Erin Fifield, Katie Carroll, Chaim Hertz, and Candace Steffen

1. Land Acquisition for Affordable Housing Update

Katie Carroll, Housing Analyst and Erin Fifield, Housing Programs Analyst introduced themselves and referred to the City Council's request to investigate the acquisition of properties that fit affordable housing criteria. Ms. Carroll stated three properties were acquired and staff planned to return on an unrelated action on July 1 to authorize a program for land acquisition using American Rescue Plan Act (ARPA) funds.

Councilor Pishioneri asked about income qualifications and definitions of low income under state laws and other housing agency regulations. He asked who decided Area Median Income (AMI). Ms. Carroll replied that in these cases state law determined AMI. She added that in a previous City Council work session the use of ARPA money was discussed and that funding was available until it ran out but did not fund ongoing operating costs, just land purchases. ARPA required 51% to be low income.

Ms. Carroll referred to the third parcel located at 16th and Main Street as a 16-acre parcel in which ARPA funds were used to purchase the parcel from Lane County. She said development of the parcel could be compared to the $40 million Cornerstone project in which $7 million in funding was received from the State. She said she anticipated Oregon's Home Investment Partnership Program (HOME) funds would be used to assist in the development of the property and that a request for proposals would be issued in the fall. She described discussions with State Housing and Community Services staff regarding project criteria and said she believed that the anticipated project would meet the criteria for HOME funding.

Councilor Rodley expressed excitement about the projects.

Mayor VanGordon asked if staff anticipated additional tax foreclosed properties being available from Lane County. Ms. Carroll replied that staff were on the Lane County's interested parties list as well as on the Sheriff's property sale interested parties list.

Mayor VanGordon stated it would be helpful to see definitions of low income used in a variety of housing programs. Ms. Fifield agreed to provide the information to the Council.

2. Market Study for Non-Union Employees and Update to Compensation Plan

Chaim Hertz, Human Resources Manager and Candace Steffen, Human Resources Analyst, referred to an agenda item attachment as an update to the Non-Union Compensation Plan, prepared by an external consultant. He described the background of the market study and resulting impacts on the previously forecasted cost analyses and budget.

Councilor Doyle remarked that there seemed to be wide gaps within the market study for some positions and asked how the gaps could be closed for better comparison. Mr. Hertz replied that one key is to review the Oregon Equal Pay Act whereby positions are grouped and that he would target key benchmarks and re-analyze some of the data. Councilor Doyle asked if the City of Springfield was competitive enough now within the market for its positions to be filled with qualified persons. Mr. Hertz replied yes, qualified staff are filling City of Springfield positions. He stated he had reviewed all positions, and all appear to be at market, but it was difficult to project the status into the future.

City Manager Newton thanked the Human Resources team for their hard work. She said she believed their work was very thorough and she was confident the compensation will be competitive as she lauded the talent at the City of Springfield.

Councilor Pishioneri stated the document and associated graphs are helpful for the City Council and the public to understand the consultant's data. He questioned the data gaps in comparable positions and would like to see an addendum to explain that further as it would increase his comfort level with the data. He added the information is more complex than it looks and lauded the work of Mr. Hertz and his team. Mr. Hertz replied that he can provide additional information as the firm of the external consultant had experienced some staff changes and did not supply all of the same data as they had in the past.

Councilor Rodley stated she appreciated the work of the team and the difference between job titles and job duties. Referring to the Oregon Equal Pay Act, she asked what process a staff used to submit a pay equity challenge. Mr. Hertz replied there was a policy that outlined the process and in addition staff could appeal if they believed their duties did not match the classification.

Mayor VanGordon asked how Mr. Hertz reconciled job titles with job duties across different organizations. Mr. Hertz replied that together with data from the external consultant, he reviewed the data with the job descriptions and titles, and he investigated any apparent differences.

Mayor VanGordon stated there was a consensus to continue moving forward with a Resolution to follow. He asked if the same process would be followed in the next four to five years. Mr. Hertz

replied that after the compensation plan is implemented, staff would begin to review any changes regarding the next study.

ADJOURNMENT

Mayor VanGordon adjourned the meeting at 6:37pm.

(Minutes prepared by Pam Berrian, LCOG)

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Sean VanGordon
Mayor

Attest:

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Allyson Pulido
City Recorder

AGENDA ITEM SUMMARY **Meeting Date:** **02/18/2025**

S P R I N G F I E L D
C I T Y C O U N C I L

SUBJECT:
June 24, 2024 City Council Work Session Minutes

Attachments
June 24, 2024 City Council Work Session Meeting Minutes

MINUTES OF THE WORK SESSION MEETING OF
THE SPRINGFIELD CITY COUNCIL
HELD MONDAY, JUNE 24, 2024

The Springfield City Council met in person and via Zoom on Monday, June 24, 2024 at 5:30 p.m., Mayor VanGordon presiding.

CALL TO ORDER
Mayor VanGordon called the work session to order at 5:30 p.m.

ATTENDANCE
Present were Mayor VanGordon, Councilors Michelle Webber, Steve Moe, Kori Rodley, Beth Blackwell, Victoria Doyle, and Joe Pishioneri

STAFF PRESENT
City Manager Nancy Newton, Assistant City Manager Niel Laudati, Assistant City Attorney Kristina Kraaz, City Attorney Mary Bridget Smith, City Recorder Allyson Pulido, Chelsea Hartman, Molly Markarian and Jeff Paschall

GUEST
Alex Steinberger, Urban Planner and Economist, Cascadia Partners

1. Wastewater Master Plan 2024-2045

Molly Markarian, Senior Planner, and Jeff Paschall, Community Development Division Director, provided a power point slide presentation which highlighted the project and its community engagement efforts. Mr. Paschall said the master plan would encompass the 250 miles of wastewater pipe. He described the Intergovernmental Agreement (IGA) with the City of Eugene and oversight provided by the regional Metropolitan Wastewater Management Commission (MWMC). He said the Commission was staffed by City of Springfield and its goals were to maintain the health and vitality of the system and prevent overflows utilizing hydraulic and computer models for maintenance and planning.

Mr. Paschall stated the intent of the master plan was to forecast projects and anticipated needs over the next 20 years, especially those to ensure compliance with state and federal regulations. He added that another reason for the update is to acknowledge the additional land base of the Glenwood area and additional properties that are now Springfield-owned.

Mr. Paschall stated that the project kicked off in 2022 when professional engineering contracts were awarded, and a public website was launched. He said the community engagement plan was also launched and the project team updated its computer models that increased planning capacity, eliminated deficiencies, and complied with newer regulations. He said that in 2024, the project team provided information and received initial feedback about the draft master plan through targeted surveys, bill inserts, MWMC updates, and City Council public comment opportunities.

Mr. Paschall stated the City was required to provide an effective wastewater treatment program and the highest goal was to prevent pollution of the Willamette River while striving to maintain billable fees as low as possible. He said he was pleased that most immediate, intermediate, and long-term needs required upgrades, not new systems. He stated that a public hearing would be scheduled on the Plan followed by a request for City Council approval, and if approved, the MWMC Plan would be amended to incorporate the new master plan. Mr. Paschall said that as a rule, City staff looked for opportunities to coordinate street improvements and sewer projects.

Councilor Pishioneri asked about the status of Glenwood pump stations and Nugget Way upgrades and whether more analysis was needed to increase capacity and locate financing. Mr. Paschall replied that the engineering consultants incorporated those needs into their hydraulic line analysis, and they were included in the financial plan. He added that the project team utilized the best information to date but when projects go forward, a re-evaluation would occur well.

Councilor Pishioneri cited his concern that the MWMC may spend money on requests for projects which should be borne by non-MWMC entities. Mr. Paschall replied that the master plan considered projects that were Springfield-related and the City Council's strategic financial plan was specific to Springfield projects as well.

Councilor Doyle thanked the staff for developing a plan for a facility that was often an unappreciated service. She asked why consultants are hired rather than utilizing existing staff. Mr. Paschall replied that the expertise needed for software modeling was very complex and not available from existing staff.

Councilor Doyle asked whether community engagement was a requirement and whether asking laypersons to comment on something so complex resulted in only 53 survey responses. Ms. Markarian replied that they also reached out to area engineering firms, not just to residents. She added that staff received useful feedback about balancing user fees with the upgrade needs.

Councilor Moe commented on the benefits of Systems Development Charges, the usefulness of software modeling consultants, and asked about the South Hills pipeline in Eugene. Mr. Paschall replied that the South Hills pipeline was now managed by MWMC, and all Springfield facilities are MWMC's.

Mayor VanGordon stated that he appreciated the conversations regarding the expertise of the consultants and suggested that the plan should be very conservative in its build-out projections. Mr. Paschall agreed and said the plan would include policies regarding lookbacks for older pipelines. He added that there are decisions yet to be made regarding financial plans such as spending down reserves or increasing fees, for example.

Prior to the introduction of the next agenda item, City Attorney Kristina Kraaz provided an update on litigation related to the Governor's Climate Friendly and Equitable Communities Executive Order. She said the City of Springfield agreed with climate goals with several efforts underway, and litigation challenging the Governor's Executive Order was a last resort, undertaken by several local governments in Oregon, including the City of Springfield. She added that the litigants had asked the Oregon Supreme Court to render a decision regarding how State agencies can preempt local governments, but a decision to hear the case and a final decision may be several years away. She added that the City of Springfield would continue to find ways to work with the State agencies in the meantime.

2. Climate-Friendly Areas (CFA) Update

Chelsea Hartman, Senior Planner, introduced Alex Steinberger, an urban planner and economist with Cascadia Partners. She provided a Power Point slide presentation related to Oregon's Climate Friendly Areas (CFA) rules adopted to best meet housing and development goals. She outlined the CFA requirements based on state regulations and reported results of a community survey for four potential CFA development areas in Springfield: Mohawk, Downtown, Gateway/Riverbend, and Glenwood/Riverfront. She summarized community survey responses after 3,000 letters were sent to CFA area residential and business addresses.

Mayor VanGordon requested additional information about specific survey feedback including comments. Councilor Pishioneri stated he would like to see the survey questions. Ms. Hartman agreed to supply the information.

Councilor Doyle requested a definition of *gentrification*. Ms. Hartman replied that it refers to demographic changes that occur in a neighborhood which results in a shift towards residents of higher income. She added that displacement of current residents is a negative effect if they are priced out of the area in which they live.

Councilor Pishioneri asked how *low income* is defined. Ms. Hartman replied that it is defined as 80% or below medium income and was a State of Oregon definition.

Ms. Hartman introduced Mr. Steinberger who discussed the work of Cascadia Partners relating to CFA rules. He said Cascadia partners performed work that was a little more expansive than the State required to illustrate what might actually occur if CFA's were in one of the four specified geographical areas. He said the four areas were reviewed using three CFA criteria:

1. The Availability of Utility Infrastructure. Mr. Steinberger said this criterion related to wastewater, and other utilities such as electric, water, and stormwater. He concluded that of the four areas, there was no expectation of success for this criterion in any of the four areas. He added that Mohawk looked feasible as far as water infrastructure, but not in electric utility capacity.

2. Landowner Willingness. Mr. Steinberger opined it was realistic to expect that only large land-owners would be capable of producing CFA housing. He said the largest parcel of land was in the Glenwood/Riverfront area and the landowner's current plans were in line with CFA requirements. He said he spoke with PeaceHealth real estate staff in the Gateway/Riverbend area but because of the closure of the Eugene downtown their Riverbend property was now earmarked only for medical development in the long term, not housing. He added there was a small parcel at the northern end along the McKenzie River, with some portion located in a floodplain.

3. Markert Economics, Sales Prices, and Rents. Mr. Steinberger cited concerns regarding the feasibility of tall buildings due to current high construction costs. He said a seven-story building may not be feasible due to construction costs, but 60-foot building may be feasible.

Ms. Hartman showed slides illustrating potential CFA areas and commented on infrastructure criteria, displacement risk, and zoning compliance. She announced that the staff's next steps would be a review of location strategies; She added that for areas outside the Springfield City limits, the Lane County Board of Commissioners would be asked to weigh in. She asked if any council members had initial thoughts.

Councilor Rodley commented that she appreciated the presentation from the staff and the consultant when they got into the weeds of the CFA regulations. She said she wanted to weigh rental housing with opportunities for home ownership, and she appreciated the displacement discussion.

Councilor Moe stated he wanted to avoid gentrification if it resulted in pushing people out. He noted that a large area in Glenwood was in the process of being annexed.

Councilor Doyle asked for clarification about the impact of choosing an area. She asked if that implied necessary changes in development codes. Ms. Hartman replied yes, code changes may be needed. She added she was speaking with the Glenwood development team.

Councilor Pishoneri opined that the rules were very onerous and said he hoped the City of Springfield prevailed in the litigation.

Mayor VanGordon said he believed Mohawk was not feasible for market-based reasons and that the Gateway/Riverbend option was not feasible due to their lack of interest in developing housing. He stated

he would like to see additional information from the development team regarding the Glenwood/Riverfront option.

City Manager Newton thanked the staff for presenting a positive set of options despite the State's preemption of local governments.

ADJOURNMENT
Mayor VanGordon adjourned the meeting at 7:00 p.m.

(Minutes prepared by Pam Berrian, LCOG)

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Sean VanGordon
Mayor

Attest:

_____
Allyson Pulido
City Recorder

AGENDA ITEM SUMMARY **Meeting Date:** **02/18/2025**

S P R I N G F I E L D
C I T Y C O U N C I L

SUBJECT:
July 1, 2024 City Council Work Session Meeting Minutes

Attachments
July 1, 2024 City Council Work Session Meeting Minutes

MINUTES OF THE WORK SESSION
MEETING OF THE SPRINGFIELD
CITY COUNCIL
HELD MONDAY JULY 1, 2024

The Springfield City Council met in person and via Zoom on Monday, July 1 at 5:30 pm., Mayor VanGordon presiding.

CALL TO ORDER
Mayor VanGordon called the meeting to order at 5:31 pm

Present were Mayor VanGordon, Councilors Michelle Webber, Steve Moe, Kori Rodley, Beth Blackwell, Victoria Doyle, and Joe Pishioneri

1. Eugene Springfield Fire Governance Final Feasibility Study Report Presentation

Fire Chief Mike Caven introduced Mike Peterson from AP Triton.

Dan Peterson gave a presentation to the Council via PowerPoint and answered questions from the Council. He gave a brief overview of the study and the functional consolidation efforts. He named the desired outcomes of the consolidation and shared the findings from the study.

The purpose of the Study:

- To Evaluate the following options:
    - Continuing to operate as currently organized
    - Once city providing services to the other
    - Establishing an Intergovernmental governmental entity
    - Forming and independent fire district
    - Dissolving the existing agreement and returning it to individual city fire agencies

Mr. Peterson explained the study reviewed the administrative needs of the department only. The operational needs of the department were outside the scope of the study.

Mr. Peterson provided some background on the Feasibility Study and the functional consolidation of the fire departments of the two cities. The consolidation saved both Eugene and Springfield in staffing costs by eliminating 11.25 administrative positions for an annual savings of $2.5 million in FY 23 wages and benefits. The breakdown is $1.2 millions in savings for Eugene and $1.3 million in savings for Springfield.

After many visits with both City of Eugene and City of Springfield staff the desired outcomes for the study were found to be:

- Single governance and administration
- Operational advantages are retained
- Oversight by both cities is ensured
- Financial impacts are manageable
- ESF staff's experience is positive

- Impact on the city admin is reduced
- Sustainability is achievable
- Long-term planning for ESF is achievable
- Reasonable time to implement

Key Challenges that still remain
- Two Separate City Councils and City Managers
- Two separate budgets
- ESF Staff are employed by Springfield OR Eugene- not ESF
- Structure creates Complexity and inefficiency

Other findings:
- Cities and ESF Staff work well together and have worked hard to manage the complexities
- Persistent issues remain and create admin challenges daily

Continuing as currently organized
- It does not provide a single governance
- It retains the operational advantages that are experienced today
- Cities retain current oversite
- Recommend adding 5 additional positions at an estimated cost of $900,000; Deputy Chief and a PIO are the top priority positions. Program Analyst and Program Specialist are the second priority, and a Data analyst would be the third priority.
- Findings is that the current system is not sustainable
    - Challenges include budgeting processes. Budget not being looked at as a single ESF Budget but in the lens of both the City of Springfield and the City of Eugene separately.
    - Purchasing and contracts have to be submitted to two separate systems
    - Payroll systems are run differently
    - Human Resources, discipline actions can involve HR and Risk Management from both cities
    - Complicated labor negotiations
    - Different health benefits across the two cities, employees don't get to pick which city they fall under.
    - Hiring process is randomly assigned for who becomes a Eugene or Springfield employee
        - The cities have worked very well together but it creates complexities that are unnecessary

Councilor Doyle asked about trouble with log-ins. Mr. Peterson responded that employees who work for one city, but are dispatched to the other city must log in to the other City's system it creates a challenge. He stated that it is not ideal but there are work-arounds.

Option 2: One City Serving the other
- Revision of intergovernmental agreement
- Day to Day operation and employment of staff administered by one city or the other
- City Managers can collaborate, but all oversight and support is provided by one City
- One city would have more decision making power
- Requires increased cost for city because new employees are needed (5 positions)

- City not chosen to run the program would need to right-size some of their infrastructure and services.
- If Springfield were to take over the administration of the program there would be a healthcare and PERS savings of approximately $3.2 million.
- Potentially making that change could affect the PERS rate beyond the fire department.
- If Eugene took over administering the program there would be an increase of $1.2 million increase in PERS and Healthcare plans.

Key issues:

- Some elected officials did not feel it was a good option to have one City have more influence than the other.

Councilor Doyle asked how the employees are feeling about a potential change. Mr. Peterson responded that the employees are most concerned about "staying together" in whatever way they can. The cultures in the station have been merged. They work as one fire department.

Councilor Doyle also asked how employees feel about changes in their health care. Mr. Peterson and Chief Mike Caven responded that the health care benefits are different but not worse or better. Chief Caven said employees acknowledge the future will bring change.

Mr. Peterson said most employees wanted to stay together in any way they can. He said in their minds, they are one department and any option that kept them together was preferred.

Councilor Doyle is concerned that employee opinions are being heard. Mr. Peterson said the employees indicated that less than 3 percent wanted to be split up.

Option 3: Intergovernmental Entity (IGE)

- Public body/municipal corporation
- Created through an IGA
- Granted governmental powers through the IGA
- Primarily funded from city funds, cannot levy taxes
- Formation of an IGE Board of Directors
    - Appointed by Cities
    - Elected Officials and City Managers
    - Fire Chief works for Board of Directors

Mayor VanGordon said that this option would be staffed by the City Managers and that the City Managers would need to retain the power to hire and fire the Fire Chief. Mr. Peterson confirmed that the decisions about how the board would be made up would be up to the Cities. He said the City Managers could be on the board or not depending on the way the board is structured and that decision is made by the two City Councils.

Mayor VanGordon provided feedback about the board governing the fire department. He would like to see the board made up of elected officials and would like to see the City Managers of both cities work

together to supervise the Fire Chief. He believes the position of Fire Chief is too technical and that that the City Managers need to retain their power to hire for the position.

Mayor VanGordon said from a policy perspective, if a board was governing the Fire Department, then there were Elected Officials in charge. He said the Fire Chief's position was too important and technical for normal Elected Officials to hire them.

- Findings related to desired outcomes
    - Single board would be made up of representatives from each council
    - Retain operational advantage
    - The board puts together a recommended budget and then presents it to the two separate councils. The recommendation is not that the board make the final budget decision
    - They also continue to recommend the five new administrative positions
    - PERs recognizes and IGE as a separate entity
    - An IGE can get its own health insurance plan
    - Cities and apparatus should stay with each individual city (not a top priority at this time)
    - 12-18 months for cities to work through language and cost before starting this option
- Key Issues
    - Provides a single governance
    - Streamlines the cities and both cities retain a voice
    - ESF has more singular oversight
    - Requires a discussion on governance and representation by each City (board make up)
    - $4 million estimated savings in first two years, simplification of support
    - Cities health plans sustainability.

Option 4: Fire District

- Form of local government
- Independent Entity
- Board of Directors elected from community
- Primarily funded through property tax

Findings related to desired Outcomes

- Provides single governance
- Retains operational advantages and no oversight from the Cities
- $2.52 tax rate (rough estimate from FY2023 actual numbers)
- Both cities would need to reduce an equal amount in their collection

Mr. Peterson described that Springfield is in a compression with the fire and police levies. He described being able to fold both levies in together and create a permanent rate to cover the cost of the fire department.

Mayor VanGordon said compression was a complicated and he didn't think everyone agreed there was an ability to change taxes and levees to the extent described by Mr. Peterson.

City Manager Nancy Newton said she would need to speak more with the City Attorney, and she was concerned about setting a rate for more than the cost of services, but she believed that this recommendation didn't seem as popular.

Mayor VanGordon agreed it wasn't a popular idea. He also acknowledged that this conversation is larger than the presentation.

Councilor Pishioneri asked a clarifying question about tax rates. He asked if the special district fire department was able to increase their rates by 3% every year. Mr. Peterson confirmed that was correct.

Mr. Peterson said the district could ask for support from the cities, but eventually both cities would need to right size their support services for the department. He said the formation would take approval from the county and the people. He said it provided for some long-term benefits, but it would be a challenge for the cities. No oversight from the cities was a critical issue and he felt there was a lot of resistance to this idea from the elected officials from both cities.

Option 5: Dissolving the Functional Merger

- Best path if options are not palatable to both cities
- Return to individual city fire departments
    - Eugene employees work in Eugene
    - Springfield employees work in Springfield
- City Manager's provide oversight for their FD
- Re-establish a mutual aid agreement

Findings:

- provides single governance and administration
- There is no retention of benefits of the current system
- Can re-establish mutual aid and maintain shared operational protocols to help in larger emergencies
- Each city would need an additional eight positions; three in Springfield and Eugene would need a minimum of five.
    - This would cost Springfield $800,000 (3 new positions; Fire Chief, Deputy Chief, and Executive Assistant)
    - This would cost Eugene $1.1 million (5 new positions)

- ESF staff have provided feedback and this is the option they like the least.
- Eugene has been managing the HR functions and other administrative functions. Springfield would need to build up those components if this was the selected option.
- This is a sustainable option but it would not have the depth of service that there is today.
- This system could be in place within 12 months
- This is a more expensive option
- Fire Departments are going to have a difficult time separating
- Each city can streamline their own services.

Recommendation:

- Establishing and IGE meets most of the desired outcomes
    - Share Governance

    - Retain operational capacity and reliability
    - Oversight by cities
    - Benefit from ongoing annual cost reductions
    - $4 million savings in PERS costs for up to two years
    - Proposed member fee ensures costs are fair

Councilor Doyle asked if under an IGE there would be one budget and both councils had to approved it.

Mr. Peterson said each Council would only need to approve their portion of the budget.

Councilor Doyle clarified that they only had to produce one budget.

Councilor Pishioneri asked if one Council or one city would have voting advantage.

Mr. Peterson said that would need to be part of the agreement.

Implementation:

- Action Plans in Phases
    - Development of IGA
    - Review costs based on the IGA
    - Implement the agreement

- Critical Issues- Cities must find consensus
    - Governance
    - Role of the IGE Board of Directors
    - Baseline Service Delivery
    - Member Fee System

Councilor Moe said the council has a responsibility to the citizens and they need to make a decision on how to make the fire department affordable. He believes this system is costly and does not meet the needs of the citizens of Springfield.

Closing:

- The capacity and reliability of ESF is better together
- Value is in the service more than the savings
- Triton recommends the IGE as the best option
    - Full report has detailed information
- Whichever option is chose, it must work for both cities
    - If either City cannot find the value, Triton recommends dissolution of the functional consolidation
    - Action Plans created for Dissolution

Councilor Moe gave some history on the merger of the fire department. It was supposed to be temporary and this conversation allows them to make the needed change.

Mayor VanGordon asked Mr. Peterson what type of action he needed from the council this evening.

City Manager Newton said this elected body had the opportunity to voice concerns, she said they did have control due to the budget process and who they appoint and hire. She said if they went with the IGE then they would need to come to an agreement.

Mayor VanGordon said he felt the IGE was on the table, but he felt there was not a lot of detail on the structure of an IGE. He said depending on what some of those details were, it would sway the council.

Councilor Rodley said going through the process gave them the chance to better define their control over the entity. She felt regular oversight and clarification about the role of the city managers, they would have more control over the entity.

Councilor Doyle said this was something that concerned her and she believed that the Fire Department had a specific culture that she didn't want to destroy. It was important to her that they keep them together. She supported the idea of an IGE and the IGA and would like to continue the conversation.

Councilor Blackwell agreed with Councilor Doyle. She supported keeping the department together and wanted more information on an IGE.

Mr. Peterson said this was an executive summary and the report had over 200 pages of technical review and many of their questions would be answered there.

Councilor Webber said how they made this decision would be important. She encouraged everyone to keep an open mind while discussing the options. She wanted to support the Fire Department in keeping their culture.

Councilor Rodley said this was three and a half years of work and at the last review meeting, for her, it was important for them to hear from the Springfield city staff and manager on the finances. She said they were here to represent Springfield and she knew they were still trying to figure out how it impacted Eugene. She said they were at the point where they needed to rely on their staff.

City Manager Nancy Newton said this was a lot of information to digest and she could give them the full report for their summer break. She said they would need to discuss with Eugene and break down the information into manageable pieces of information. She knew it wasn't something that could be decided in one meeting and they could be looking into answers to their questions.

Mayor VanGordon clarified that it wasn't until the fall that they would need to make decisions. He said he was concerned about the final cost. He said he wanted to know about the conversion cost and then what would happen ten years down the road. He said that separating the departments was always on the table but said fleshing out the governance model was important. He stated it is important for the City Managers to be the ones supervising the Fire Chief. He said the final vision was for the council to find the service model and the City Manager would have to implement it. He said his decision is guided by what is best for the City of Springfield residents not all of the other stakeholders. He said no matter what decision they made; it would be around two years of implementation and the sooner they officially took the fire district off the table, the more comfortable they would be.

Councilor Pishioneri wanted to know more about the IGE and didn't support the other options. He felt dissolution was also a viable option.

ADJOURNMENT

Mayor VanGordon adjourned the meeting adjourned at 6:36 pm.

_____

Sean VanGordon
Mayor

Attest:

_____

Allyson Pulido
City Recorder

AGENDA ITEM SUMMARY	Meeting Date:	02/18/2025
	Meeting Type:	Regular Meeting
	Staff Contact/Dept:	Meg Allocco/Finance
	Staff Phone No:	5417263690
	Estimated Time:	Consent Calendar
SPRINGFIELD CITY COUNCIL	Council Goals:	Financially Responsible and Stable Government Services

ITEM TITLE:
Depository Services Resolution

ACTION REQUESTED:
Adopt/not adopt the following resolution: A Resolution Designating Summit Bank as a depository for the Depositor.

ISSUE STATEMENT:
The Finance Department is responsible for managing the City's investment portfolio in accordance with ORS 294 and the City's own adopted investment policy. A share of the portfolio is often placed with local banks in the instruments of both certificates of deposits and public funds money market accounts. On occasion, signature cards must be updated to reflect current staffing and/or an additional bank is recommended as an acceptable depository of public funds. Council authorization is requested prior to proceeding with either of these actions.

DISCUSSION/FINANCIAL IMPACT:
A resolution authorizing the establishment of a new account at Summit Bank is required by the bank.

Attachments

1. Summit Bank Resolution

CITY OF SPRINGFIELD, OREGON
RESOLUTION NO. 25-___

A RESOLUTION DESIGNATING SUMMIT BANK AS A DEPOSITORY OF THE DEPOSITOR

RESOLVED, that Summit Bank is hereby designated as a depository of the Depositor with authority to accept or receive at any time for the credit of the Depositor deposits by whomsoever made of funds and other property in whatever form or matter transferred to endorsed; and that any officer of the Depositor is hereby authorized to open or cause to be opened one or more accounts with the Bank on such terms, conditions and agreements as the Bank may now or hereafter require and to make any other agreements deemed advisable in regard to any of the foregoing. Depositor acknowledges and agrees that the services contemplated by this Resolution shall be governed by the Summit Bank Customer Agreement for commercial deposit accounts, as amended from time.

RESOLVED, that checks, drafts or other orders for the payment, transfer or withdrawal of any of the funds or other property of the Depositor on deposit with the Bank shall be binding on the Depositor when signed, manually or by the use of a facsimile or mechanical signature or otherwise authorized, by any one of the individuals listed on the section entitled "Authorized Signers", and the Bank is hereby authorized to pay and charge to the account of the Depositor any such checks, drafts or other orders so signed or otherwise authorized, including those payable to the individual order of the same person or persons signing or otherwise authorizing the same and including also those payable to the Bank or to any other person for application, or which are actually applied to the payment of any such indebtedness owing the Bank from the person or persons who signed such checks, drafts or other withdrawal orders or otherwise authorized such withdrawals. In particular, and not in limitation of foregoing, such persons may authorize payment, transfer or withdrawal by oral or telephonic directions to the Bank complying with such rules and regulations to such authorization as the Bank may communicate to the Depositor from time to time.

RESOLVED, that the Finance Director hereby certifies to the Bank the names and signatures (either actual or any form or forms of facsimile or mechanical signatures adopted by the person authorized to sign) of the Authorized Signers listed below and shall from time to time hereafter, upon a change in the facts so certified, immediately certify to the Bank the names and signatures (actual or facsimile) of the persons then authorized to sign or to act. The Bank shall be fully protected in relying on such certificates and on the obligation of the certifying officer (set forth above) to immediately certify to the Bank any change in any facts so certified, and the Bank shall be indemnified and saved harmless by the Depositor from any claims, demands, expenses, loss or damage resulting from or growing out of honoring or relying on the signature of other authority (whether or not properly used and, in the case of any facsimile signature, regardless of when or by whom or by what means such signature may have been made or affixed) of any officer or person whose name and signature was so certified or refusing to honor any signature or authority not so certified.

RESOLVED, that these Resolutions shall continue in force until express written notice of their recession or modification has been furnished to and received by the Bank.

RESOLVED, that any and all transactions by or on behalf of the Depositor with the Bank prior to the adoption of this Resolution be the same hereby are, in all respects ratified, approved and confirmed.

RESOLVED, that the following are authorized, Authorized Signers, to sign or act on behalf of the Depositor:

Nathan Bell, Finance Director
Niel Laudati, Assistant City Manager
Nancy Newton, City Manager

Account Tax Identification Number: 93-6002258

BE IT FURTHER RESOLVED that this Resolution shall take effect upon adoption by the Council and approval by the Mayor.

Adopted by the Common Council of the City of Springfield, Oregon, by a vote of _____ for and _____ against, this _____ day of February, 2025.

_____
Mayor

ATTEST:

_____
City Recorder

REVIEWED & APPROVED
AS TO FORM
DATE: 2/4/2025
OFFICE OF CITY ATTORNEY

We further certify that the officers of the Depositor signing the Resolution have, and at the time of adoption said Resolution had, full power and lawful authority to adopt the foregoing Resolution and to confer the powers therein granted to the persons named, and that such persons have full power to exercise the same.

We further certify that the names, titles (if any) and signatures (actual or facsimile) of the persons authorized to sign or act on behalf of the Depositor by its governing board identified above are as set forth below in the section of the Resolution entitled Authorized Signers.

We further certify, under penalties of perjury, that the tax identification number shown above is correct and that the Depositor is not subject to backup withholding because (a) it is exempt, (b) has not been notified by the Internal Revenue Service (IRS) that it is subject to backup withholding as a result of a failure to report all interest or dividends or (c) the IRS has notified the Depositor that it is no longer subject to backup withholdings.

Authorized Signers

Name	Title	Signature
Nathan Bell	FINANCE DIRECTOR	_____
Niel Laudati	ASST. CITY MANAGER	_____
Nancy Newton	CITY MANAGER	_____

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of the Depositor this _____ day of _____ , 2025.

_____ FINANCE DIRECTOR
(Certifying officer)

_____ CITY MANAGER
(Attest by one other officer)

AGENDA ITEM SUMMARY	Meeting Date:	02/18/2025
	Meeting Type:	Regular Meeting
	Staff Contact/Dept:	Robin Holman/Community Development
	Staff Phone No:	541-726-3662
SPRINGFIELD	Estimated Time:	Consent Calendar
CITY COUNCIL	Council Goals:	Mandate

ITEM TITLE:
Liquor license application for a change of ownership for Boomer Inc., DBA: Eirinn's Bistro.

ACTION REQUESTED:
Endorsement of OLCC Liquor License Application for Eirinn's Bistro, located at 639 W Centennial Blvd, Springfield, OR 97477.

ISSUE STATEMENT:
The owner Boomer Inc. has requested the City Council to endorse its OLCC Liquor License Application.

DISCUSSION/FINANCIAL IMPACT:
The license endorsement for Boomer Inc., DBA: Eirinn's Bistro is for a Change of Ownership for a Full On-Premises Sales. The license application has been reviewed and approved by the appropriate City Departments.

Attachments

OLCC Liquor License Application

OREGON LIQUOR & CANNABIS COMMISSION

Local Government Recommendation – Liquor License

Annual Liquor License Types	
Off-Premises Sales	Brewery-Public House
Limited On-Premises Sales	Brewery
Full On-Premises, Caterer	Distillery
Full On-Premises, Commercial	Grower Sales Privilege
Full On-Premises, For Profit Private Club	Winery
Full On-Premises, Non Profit Private Club	Wholesale Malt Beverage & Wine
Full On-Premises, Other Public Location	Warehouse
Full On-Premises, Public Passenger Carrier	

Section 1 – Submission – To be completed by Applicant:

License Information

Legal Entity/Individual Applicant Name(s): Boomer Inc

Proposed Trade Name: Eirinn's Bistro

Premises Address: 639 W Centennial Blvd Unit:

City: Springfield County: Lane Zip: 97477

Application Type: ○ New License Application ◉ Change of Ownership ○ Change of Location

License Type: Full On-Premises ☐ Additional Location for an Existing License

Application Contact Information

Contact Name: Christopher Allen Craig Phone: 5415433324

Mailing Address: 39285 Upper Camp Creek Rd

City: Springfield State: Oregon Zip: 97478

Email Address: chris@craigenterprises.co

Business Details

Please check all that apply to your proposed business operations at this location:

☐ Manufacturing/Production

☐ Retail Off-Premises Sales

☒ Retail On-Premises Sales & Consumption

If there will be On-Premises Consumption at this location:

☒ Indoor Consumption ☐ Outdoor Consumption

☐ Proposing to Allow Minors

Section 1 continued on next page

Local Government Recommendation – Liquor License

Section 1 Continued – Submission - To be completed by Applicant:

Legal Entity/Individual Applicant Name(s): Boomer Inc

Proposed Trade Name: Eirinn's Bistro

IMPORTANT: You MUST submit this form to the local government PRIOR to submitting to OLCC. Section 2 must be completed ***by the local government*** for this form to be accepted with your CAMP application.

Section 2 – Acceptance - To be completed by Local Government:

Local Government Recommendation Proof of Acceptance

After accepting this form, please return a copy to the applicant with received and accepted information

City or County Name: City of Springfield

Optional Date Received Stamp

Date Application Received: 1/24/2025

Received by: Robin Holman

Section 3 – Recommendation - To be completed by Local Government:

- ○ **Recommend this license be granted**
- ○ **Recommend this license be denied** (Please include documentation that meets OAR 845-005-0308)
- ○ **No Recommendation/Neutral**

Name of Reviewing Official:

Title:

Date:

Signature:

After providing your recommendation and signature, please return this form to the applicant.

AGENDA ITEM SUMMARY	Meeting Date:	02/18/2025
	Meeting Type:	Regular Meeting
	Staff Contact/Dept:	Robin Holman/Community Development
	Staff Phone No:	541-726-3662
S P R I N G F I E L D	Estimated Time:	Consent Calendar
C I T Y C O U N C I L	Council Goals:	Mandate

ITEM TITLE:
Liquor license application for a change of ownership for Gridiron Stadium Pub Inc., DBA: Gridiron Stadium Pub.

ACTION REQUESTED:
Endorsement of OLCC Liquor License Application for Gridiron Stadium Pub, located at 563 W Centennial Blvd, Springfield, OR 97477.

ISSUE STATEMENT:
The owner Gridiron Stadium Pub Inc. has requested the City Council to endorse its OLCC Liquor License Application.

DISCUSSION/FINANCIAL IMPACT:
The license endorsement for Gridiron Stadium Pub Inc., DBA: Gridiron Stadium Pub is for a Change of Ownership for a Full On-Premises Sales. The license application has been reviewed and approved by the appropriate City Departments.

Attachments

OLCC Liquor License Application

OREGON LIQUOR & CANNABIS COMMISSION

Local Government Recommendation – Liquor License

Annual Liquor License Types	
Off-Premises Sales	Brewery-Public House
Limited On-Premises Sales	Brewery
Full On-Premises, Caterer	Distillery
Full On-Premises, Commercial	Grower Sales Privilege
Full On-Premises, For Profit Private Club	Winery
Full On-Premises, Non Profit Private Club	Wholesale Malt Beverage & Wine
Full On-Premises, Other Public Location	Warehouse
Full On-Premises, Public Passenger Carrier	

Section 1 – Submission – To be completed by Applicant:

License Information

Legal Entity/Individual Applicant Name(s): Gridiron Stadium Pub Inc

Proposed Trade Name: Gridiron Stadium Pub

Premises Address: 563 W Centennial Blvd Unit:

City: Springfield County: Lane Zip: 97477

Application Type: ○ New License Application ◉ Change of Ownership ○ Change of Location

License Type: Full On-Premises, Commercial ☐ Additional Location for an Existing License

Application Contact Information

Contact Name: Christopher Craig Phone: 5415433324

Mailing Address: 39285 Upper Camp Creek Rd

City: Springfield State: Oregon Zip: 97478

Email Address: chris@craigenterprises.co

Business Details

Please check all that apply to your proposed business operations at this location:

☐ Manufacturing/Production

☐ Retail Off-Premises Sales

☒ Retail On-Premises Sales & Consumption

If there will be On-Premises Consumption at this location:

☒ Indoor Consumption ☒ Outdoor Consumption

☐ Proposing to Allow Minors

Section 1 continued on next page

Local Government Recommendation – Liquor License

Section 1 Continued – Submission - To be completed by Applicant:
Legal Entity/Individual Applicant Name(s): Gridiron Stadium Pub Inc Proposed Trade Name: Gridiron Stadium Pub **IMPORTANT**: You MUST submit this form to the local government PRIOR to submitting to OLCC. Section 2 must be completed ***by the local government*** for this form to be accepted with your CAMP application.

Section 2 – Acceptance - To be completed by Local Government:
Local Government Recommendation Proof of Acceptance After accepting this form, please return a copy to the applicant with received and accepted information City or County Name: City of Springfield — Optional Date Received Stamp Date Application Received: 1/24/2025 Received by: Robin Holman

Section 3 – Recommendation - To be completed by Local Government:
○ **Recommend this license be granted** ○ **Recommend this license be denied** (Please include documentation that meets OAR 845-005-0308) ○ **No Recommendation/Neutral** Name of Reviewing Official: Title: Date: Signature: After providing your recommendation and signature, please return this form to the applicant.

AGENDA ITEM SUMMARY	Meeting Date:	02/18/2025
	Meeting Type:	Regular Meeting
	Staff Contact/Dept:	Andy Limbird/Community Development
	Staff Phone No:	
S P R I N G F I E L D	Estimated Time:	15 Minutes
C I T Y C O U N C I L	Council Goals:	Maintain and Improve Infrastructure and Facilities

ITEM TITLE:

Annexation Of Territory To The City Of Springfield - Annex Approximately 26.6 Acres Of Vacant Property In South Glenwood Located On The East And West Sides Of Franklin Boulevard Between The Central Oregon Pacific Railroad Bridge And 5470 Franklin Boulevard.

ACTION REQUESTED:

Conduct a quasi-judicial public hearing and first reading of the following ordinance: An Ordinance Annexing Certain Territory (Four Vacant Parcels comprising approximately 26.6 acres in south Glenwood and identified as Assessor's Map 18-03-02-32, Tax Lot 3800; Map 18-03-02-33, Tax Lot 5100; and Map 18-03-03-40, Tax Lots 300 & 700) to the City of Springfield and the Willamalane Park & Recreation District; Withdrawing portions of said territory from the Glenwood Water District and the Pleasant Hill Goshen Fire & Rescue District; Adopting a Severability Clause; and providing an Effective Date (First Reading).

ISSUE STATEMENT:

The City Council is requested to consider an Ordinance to annex approximately 26.6 Acres of real property in south Glenwood. The proposed annexation is intended to facilitate future construction of a public water utility installation on the property.

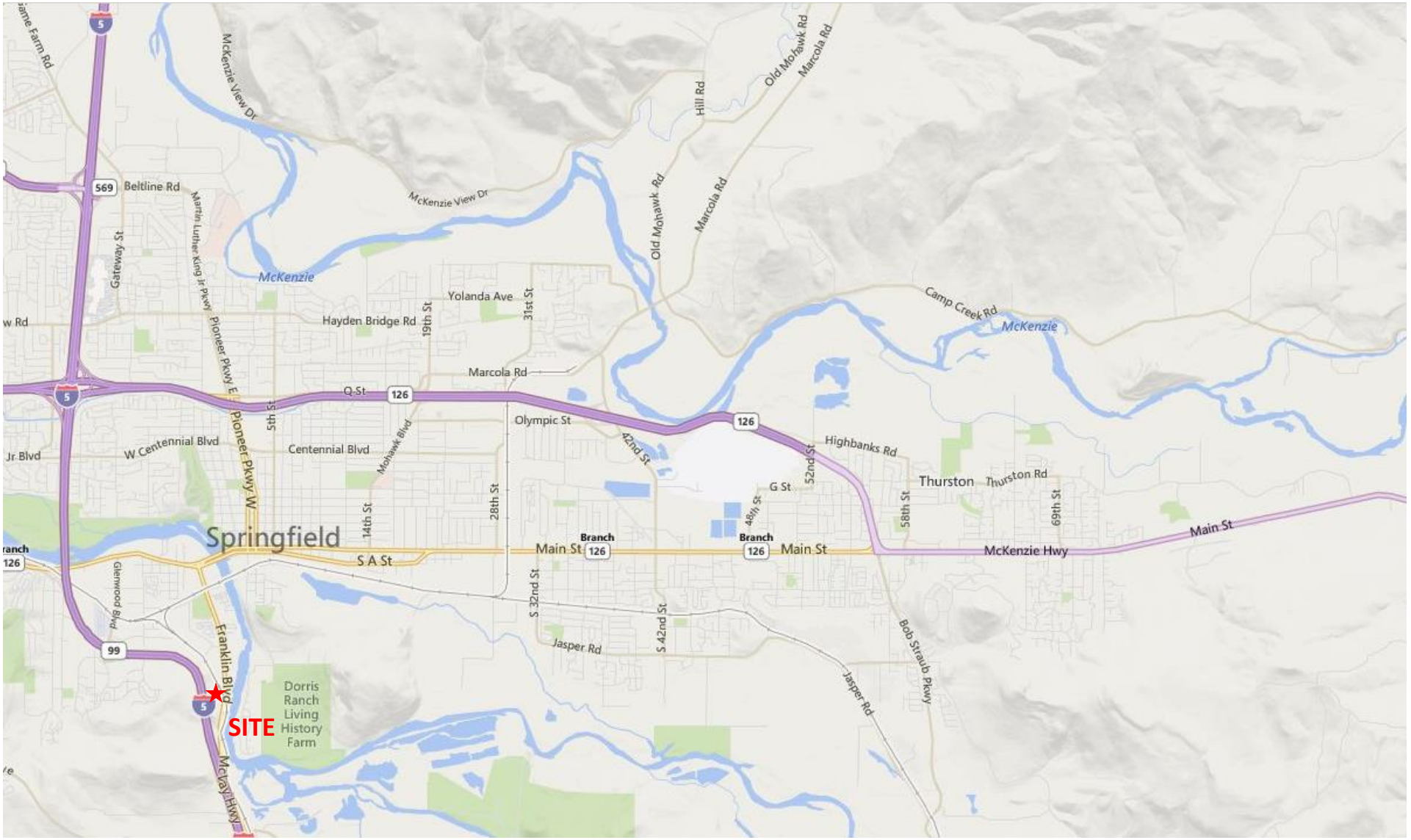
DISCUSSION/FINANCIAL IMPACT:

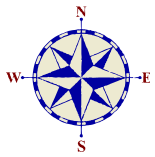
The annexation request was initiated by owner consent and the territory includes portions of the Hillside Overlay District and mapped Flood Hazard area of the Willamette River. Per SDC 5.7.115(A) the annexation requires a quasi-judicial public hearing before City Council. In accordance with SDC 5.7.155 and ORS 222.040, 222.180 and 222.465, if approved the annexation will become effective 30 days following ordinance adoption and signature by the Mayor, or upon acknowledgment by the state, whichever date is later. The territory requested for annexation is four parcels on the east and west sides of Franklin Boulevard between the Willamette River and I-5. The subject property is located inside the City's urban growth boundary (UBG), and abuts the City limits line along the east side. The property will be concurrently rezoned to remove the Urbanizable Fringe Overlay (UF-10) such that land development limitations imposed by the UF-10 overlay will no longer apply upon annexation. As outlined in the attached staff report (Attachment 2, Exhibit B), the annexation area can be served with the minimum level of key urban facilities and services as required in the Springfield Comprehensive Plan -- Urbanization Element. The proposed annexation meets the criteria of approval for annexations as established in SDC 5.7.140.
Recommendation: The subject property meets the standards and provisions of SDC 5.7.100 and applicable state statutes for annexation; Council is requested to conduct the first reading and quasi-judicial public hearing of the Ordinance annexing the property to the City and Willamalane Park & Recreation District and withdrawing portions of the territory from the Glenwood Water District and the Pleasant Hill Goshen Fire & Rescue District.

Attachments

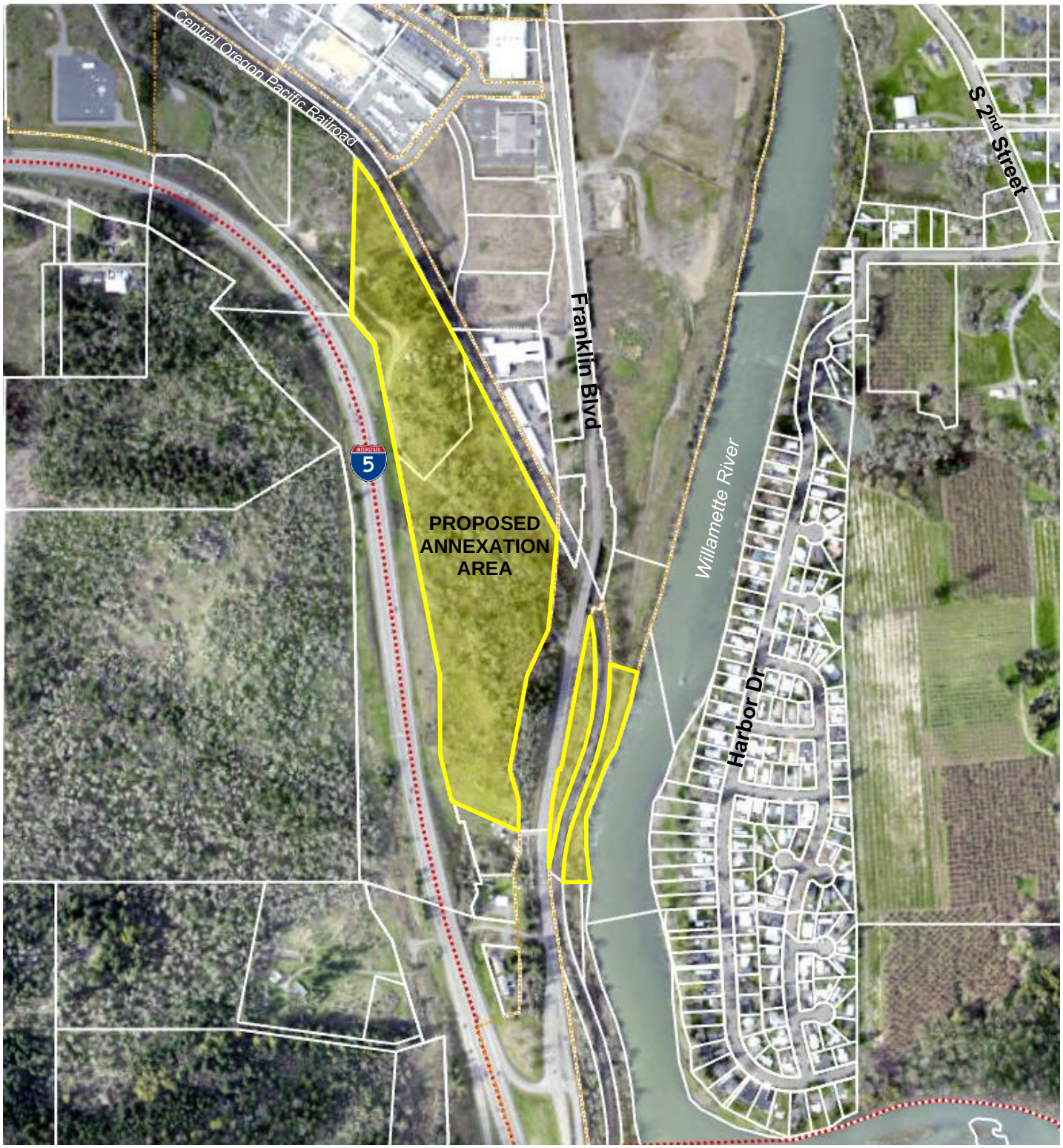
1. Location Maps
2. Annexation Application
3a. Map and Legal Description
3a. Map and Legal Description
3b. Staff Report and Recommendations

LOCATION OF PROPERTY PROPOSED FOR ANNEXATION





811-24-000309-TYP4 – PROPOSED ANNEXATION OF VACANT INDUSTRIAL PARCELS ON FRANKLIN BOULEVARD (MAP 18-03-02-32, TL 3800; MAP 18-03-02-33, TL 5100; AND MAP 18-03-03-40, TL 300 & 700)
SITE CONTEXT MAP



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

3

Annexation Application Type IV

Application Type	***(Applicant: Check one)***
Annexation Application Pre-Submittal:	☐
Annexation Application Submittal:	`☑

Required Proposal Information	***(Applicant: Complete This Section)***		
Property Owner:	Eugene Water & Electric Board	**Phone:**	541685-7000
Address:	4200 Roosevelt Blvd., Eugene OR, 97402	**Fax:**	
		E-mail:	Laura.Farthing@EWEB.org
Owner Signature:			
Owner Signature:			

Agent Name:	Colin McArthur, AICP	**Phone**	541-485-7385
Company:	Cameron McCarthy	**Fax:**	
Address:	160 E Broadway, Eugene OR, 97401	**E-mail**	cmcarthur@cameronmccarthy.com
Agent Signature:			

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.

ASSESSOR'S MAP NO:	Multiple	**TAX LOT NO(S):**	18-03-02-33, 5100 18-03-03-40, 300, 700
Property Address:	McVay Highway and Interstate 5		
Area of Request:	**Acres:** 25.00	**Square Feet:**	1,089,000

Existing Use(s) of Property:	Vacant and undeveloped, residential
Proposed Use of Property:	Water Treatment Plant

Required Property Information	***(City Intake Staff: Complete This Section)***				
Case No.:		**Date:**		**Reviewed By: (initials)**	
Application Fee:		**Postage Fee:**		**Total Fee:**	

Owner Signatures

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

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

Pre-Submittal

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

Owner:

_____ **Date:** _____

Signature

_____

Print

Submittal

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

Owner:

_____ **Date:** 12/13/2024

Signature

Laura Farthing, P.E.

Print

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 @ Pre-Submittal, with original copies @ time of application submittal).***

Consent by Property Owners [ORS 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 @ Pre-Submittal, with original copies @ 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 @ Pre-Submittal, with original copies @ 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 @ Pre-Submittal, with original copies @ 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 IV form, such as special districts that currently provide services to the proposed annexation area. **(*Photocopies may be submitted @ Pre-Submittal, with original copies @ time of application submittal).***

☑ **Copy of the Deed (*required at application submittal*)**

☑ **Copy of Preliminary Title Report (*required at application submittal*)**
Title Report has to be issued 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 shall consist of a series of courses in which the first course shall start at a point of beginning. Each course shall 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)]
Three (3) 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. If Digital Copy (in.pdf format) is not available, Nine (9) full-size paper copies and one (1) reduced size redline map at 8 ½ x 11 are required. Paper copy maps must be printed to scale. On all submitted maps the annexation area shall 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)]
Complete the attached waiver (Form 4). The waiver should be signed by each owner within the proposed annexation area.

N/A **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.

☑ **Three (3)** copies of the previously required information.

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

CAMERON McCARTHY
LANDSCAPE ARCHITECTURE & PLANNING

City of Springfield

EWEB
Glenwood Second Source

ANNEXATION APPLICATION

December 11, 2024

160 East Broadway
Eugene, Oregon 97401
www.cameronmccarthy.com

INDEX

LAND USE APPLICATION FORMS

- Annexation Submittal Form

WRITTEN STATEMENT

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2.0 Description of Proposal 3

3.0 Existing Conditions 7

4.0 Submittal Requirements 10

5.0 Approval Criteria and Standards 13

EXHIBITS

Petition/Petition Signature Sheet ..... A

Owners Worksheet ..... B

Supplemental Information Form C

Deeds ..... D

Preliminary Title Report ..... E

Legal Description ..... F

Cadastral Map ..... G

Vicinity Map ..... H

Waiver Forms I

1.0 PROJECT INFORMATION

Applicant's Request:

Eugene Water & Electric Board (EWEB) requests Annexation approval to enable the construction of a second source water intake facility and treatment plant to increase system resiliency and to better serve local public utility customers.

Property Owner:

Eugene Water and Electric Board (EWEB)
4200 Roosevelt Blvd.
Eugene, OR 97402

Applicant:

Laura Farthing, PE
Senior Engineer, Water Division
Eugene Water & Electric Board (EWEB)
4200 Roosevelt Blvd.
Eugene, OR 97402
541.685.7464
Laura.Farthing@EWEB.org

Applicant's Representative:

Colin McArthur, AICP
Principal Planner
Cameron McCarthy
160 E. Broadway
Eugene, OR 97401
541.485.7385
cmcarthur@cameronmccarthy.com

Project Name:

Glenwood Second Source

Subject Property:

Assessor's Map, Tax Lot Number

18030233, 05100
1.32 acres (57,499 square feet)

18030340, 00300
7.74 acres (337,154 square feet)

18030340, 00700
15.94 acres (694,346 square feet)

Location:

McVay Highway and Interstate 5
Geographic Coordinates

18030233, 05100
X 4256760 Y 870762 (State Plane X,Y)
Latitude: 44.0283° Longitude: -123.0268°

18030340, 00300
X 4256106 Y 872419 (State Plane X,Y)

	Latitude: 44.0328° Longitude: -123.0295°
	18030340, 00700 X 4256387 Y 871313 (State Plane X,Y) Latitude: 44.0298° Longitude: -123.0283°
Property Size:	25.00 acres (1,089,000 square feet)
Plan Designation:	Employment Mixed Use
Plan Overlay Designation:	None
Zoning Designation:	Glenwood Riverfront Mixed-Use Plan District Employment Mixed-Use Zoning District
Zone Overlay Designation:	Urbanizable Fringe Overlay District (UF-10)
	Upon Annexation: Drinking Water Protection Overlay District (/DWP) Willamette Greenway Overlay District (/WG) Floodplain Overlay District (/FP) Hillside Development Overlay District (/HD)
Development Issues Meeting:	811-23-00049-PRE, March 6, 2023

2.0 DESCRIPTION OF PROPOSAL

2.1 Overview

The Eugene Water & Electric Board (EWEB), the "applicant," requests Annexation approval to enable the construction of a second drinking water intake and treatment plant in Glenwood to increase system resiliency and to better serve local public utility customers. This application requests Type IV Annexation approval to incorporate the following tax lots (TL) (Assessor's Map No., Tax Lot No.), the designated locations of the EWEB second source facilities, within Springfield city limits to extend key urban services to the property.

- 18030233, 05100
- 18030340, 00300
- 18030340, 00700

2.2 Background

Currently, EWEB's only source of drinking water is the McKenzie River, with an intake and treatment facility near Hayden Bridge. Having a single potable water source presents significant risks to EWEB residential, business, and institutional water consumers from service disruptions due to equipment failure, hazardous spills within the river, or natural disasters. To diversify its water supply and improve resiliency, EWEB is proposing to develop its existing water right to surface water on the Willamette River below the confluence of the Middle and Coast Forks.

The proposed project includes an intake facility, water treatment and filtration facility, transmission piping to connect the new facilities to the existing water system, and associated infrastructure. EWEB plans to complete preliminary design and secure Plan and Code amendment and annexation approvals in 2025, with site-specific permit approvals and completion of final design between 2025-2026, construction in 2026-2027, and having the plant operational by 2027-2028.

Given the risks of a single water supply source, EWEB began exploring options for a redundant source on the Willamette River in 2012. This started with adding a diversion point to an existing EWEB water right on the river just below the confluence of the Middle Fork and the Coast Fork of the Willamette. EWEB then acquired property at this location for a water intake facility following a Development Issues Meeting (DIM) with the City of Springfield (City) on October 9, 2014.[1] EWEB evaluated several sites for the proposed water treatment plant with the criteria that they must be between the river intake and the point where treated water would enter EWEB's water distribution system near the I-5 crossing of the Willamette River. EWEB then acquired the preferred property after a DIM with the City on December 17, 2015.[2]

The subject site is within Subarea D of the Glenwood Refinement Plan (GRP), adopted by the City and Lane County as a neighborhood refinement to the Metro Plan in 2012. Subsequently, the Glenwood Riverfront Mixed-Use Plan District was incorporated into the Springfield Development Code as SDC 3.4-200. While the GRP and Code allow certain "low impact public utility facilities," there is no provision for "high impact public utility facilities" within the subject site's Employment Mixed Use zoning district. The proposed water treatment and filtration facility is considered a high-

[1] 811-14-000069-PRE, October 9, 2015

[2] 811-15-000069-DIM, December 17, 2015

impact public utility facility. The GRP text does not anticipate the size and type of water facilities proposed by EWEB. Therefore, amendments to specific GRP text and the table for allowed uses in the SDC for the Glenwood Plan District are required for the planned project. The proposed plan and code amendments are not necessary for annexation approval.

Following plan and GRP code amendments, and Annexation, Site Plan Review and other associated site-specific land use applications (i.e., Willamette Greenway Overlay District, Floodplain Development Overlay, and Hillside Development Overlay District) are required for the project.

2.3 Location and Context

The proposed second source site is between McVay Highway and Interstate 5 (I-5). The subject site is below the confluence of the Middle and Coast Forks of the Willamette River in Glenwood, within the southwest portion of the Springfield Urban Growth Boundary. The site comprises the following five tax lots (Assessor's Map No., Tax Lot No.):

- 18030220, 03300
- 18030232, 03800
- **18030233, 05100**
- **18030340, 00300**
- **18030340, 00700**

TL 03300 and TL 3800 were annexed into the Springfield City Limits in 2009.[3] The other three tax lots (in **bold** text) have yet to be annexed, are outside Springfield City Limits, and are the subject of this application. Annexation application approval of TL 05100, TL 00300, and TL 00700 is required before development.

SDC 5.7.140.A. requires that the affected territory proposed to be annexed be within the City's urban growth boundary and contiguous to the City Limits or separated from the City only by public right-of-way or a stream, lake, or other body of water.

- TL 05100 is contiguous to the City Limits at the west property boundary.
- TL 00700 is contiguous to the City Limits at the east property boundary.
- TL 00300 is separated from the City Limits at the north property boundary by right of way, is contiguous to TL 00700 at the south property boundary and will be contiguous upon annexation of TL 00700.

EWEB owns these tax lots outright. The tax lots are designated Employment Mixed Ues by the Metro Plan and Employment Mixed Use (M.U.) by the City of Springfield Zoning Map.

Adjacent TL 0300 and 0700 are bounded to the north/northwest by land owned by SUB, to the west by I-5, to the east by the Union Pacific railroad and McVay Highway, and to the south by residential land with a single-family home. Tax lot 5100 is bounded to the west by McVay Highway and to the east by the Union Pacific railroad. Surrounding the property are designated Employment Mixed Use by the Metro Plan and Employment Mixed-Use by the GRP.

2.4 Purpose and Need

As noted previously, annexation application approval for the Glenwood Second Source site is required to extend key urban services to the subject property. The need for an Annexation is evidenced by Metro Plan and Springfield Comprehensive Plan urbanization policies requiring annexation to extend key urban services to land outside of city limits boundaries.

EWEB is planning the development of water intake and treatment facilities on property outside city limits. Given the referenced Growth Management Policies, Annexation approval is required to facilitate the construction of the facilities. As a whole, these facilities will protect residents,

[3] C-SP2009-LRP2009-000

businesses, and institutions who rely on EWEB for water from service disruptions due to equipment failure, hazardous spills within the river, or natural disasters. The facilities will diversify EWEB's water supply and increase community resiliency.

2.5 Land Use Requirements

The subject property is currently located outside the city limits of the City of Springfield. As described above, this is a request for Type IV annexation approval as specified in SDC 5.7-100. The following action is necessary:

- Type IV Annexation approval to enable the extension of city services to property currently outside city limits.

Findings demonstrating consistency with applicable policies and approval criteria specific to the annexation request are provided in Section 5 Approval Criteria. The attached materials and enclosed findings demonstrate compliance with all annexation application submittal requirements and criteria listed in SDC Sections:

- 5.7-100 Annexations; and
- 5.4-100 Development Applications.

3.0 EXISTING CONDITIONS

3.1 Site

Development

The subject property is developed with a gravel drive access from McVay Highway/Franklin Boulevard and from other properties to the north and south. TL 00300 contains a billboard and substation. The remainder of the subject property is undeveloped.

Natural Features

There are four primary vegetation communities on the subject site: prairie-savanna, mixed oak-conifer forest, mixed oak-conifer woodland, and mixed conifer-hardwood. Of the primary vegetation communities, the subject property most closely resembles the mixed conifer-hardwood community. The site also has numerous invasive species. No federally listed rare plant species have been found on the subject property.

Soils

The site is characterized predominantly by different classifications of loam, according to the Natural Resource Conservation Service (NRCS) soil database. Hills and slopes are the most common landforms where loam is dominant and is a well-draining substrate.

Table 1. NRCS Soil Types

Property	Soil Map Unit#	Soil Type Description	% of Taxlot	Ag Class	Hydric %
TL 05100	99H	Ochrepts and Umbrepts, Very Steep	53%	6	0
TL 05100	108F	Philomath Cobbly Silty Clay, 12 to 45 Percent Slopes	37%	6	0
TL 05100	22	Camas Gravelly Sandy Loam, Occasionally Flooded	5%	4	7
TL 05100	43E	Dixonville-Philomath-Hazelair Complex, 12 to 35 Percent Slopes	4%	4	0
TL 00300	108F	Philomath Cobbly Silty Clay, 12 to 45 Percent Slopes	53%	6	0
TL 00300	11D	Bellpine Silty Clay Loam, 12 to 20 Percent Slopes	37%	3	0
TL 00300	22	Camas Gravelly Sandy Loam, Occasionally Flooded	10%	4	7
TL 00300	97	Newberg-Urban Land Complex	0%	2	0

TL 00700	108F	Philomath Cobbly Silty Clay, 12 to 45 Percent Slopes	56%	6	0
TL 00700	22	Camas Gravelly Sandy Loam, Occasionally Flooded	24%	4	7
TL 00700	11D	Bellpine Silty Clay Loam, 12 to 20 Percent Slopes	20%	3	0

3.2 Transportation

Transportation

As noted previously, the subject property is accessed by a gravel drive extending from McVay Highway/Franklin Boulevard and from other properties to the north and south. Other than the gravel drive, there are no roads on the subject property.

Springfield's 2035 Transportation System Plan (TSP) identifies two potential future roadway projects in the vicinity of the subject property: R-20 and PB-18. R-20 addresses improvements on McVay Highway/Franklin Boulevard from East 19th Avenue to I-5 and involves the construction of a two- or three-lane cross-section with sidewalks, bicycle facilities, and transit facilities consistent with the Main Street/McVay Highway Transit Feasibility study. PB-18 addresses the construction of a new multiuse (pedestrian/bike) 12-foot-wide path from the Willamette River bridges to the UGB. The Springfield Conceptual Local Street Map does not show proposed new streets in the vicinity of the subject property. The annexation agreement between EWEB and the City resulting from this application will address future transportation facilities.

3.3 Urban Services

Water Service

EWEB is planning the construction of a second drinking water intake and treatment plant to increase system resiliency and to better serve local public utility customers. The water treatment plant will generate water for the subject development. Therefore, water service is not required for the development or is not a requirement of annexation approval.

Wastewater Service

There is an existing 8-inch wastewater main that increases to 12-inch located at TL 01200 (18030340), owned by the City of Springfield, that is approximately 270 feet from the eastern edge of TL 00700. Another 8 to 12-inch wastewater main is located in the Newman Street right-of-way that is approximately 150 feet from the eastern edge of TL 00300. Connection to one or both facilities will require boring under the Union Pacific Railroad right-of-way or utilizing an existing culvert crossing. The facility at TL 01200 is the most likely connection point, given the proximity to planned development.

Stormwater Service

There are existing stormwater facilities on TL 00500 (18030340) and TL 01200, located approximately 170 feet from the eastern edge of TL 00700. Another 24-inch diameter stormwater trunk line is located in the Newman Street right-of-way approximately 170 feet from the eastern edge of TL 00300.

Electrical Service
The Springfield Utility Board (SUB) provides electric services within the City of Springfield's city limits under the authority of the Springfield City Charter. SUB owns the properties directly to the west of the subject site, and owner service is available.

Solid Waste Service
Sanipac provides solid waste management services in conjunction with Short Mountain Landfill, which is administered by Lane County and has adequate capacity to serve the subject development. Waste services are also provided by Lane Apex.

Emergency Services
Upon annexation approval, the subject property will be within the service response area of the Eugene Springfield Fire. The subject site is currently within the Goshen Rural Fire Protection District and will be withdrawn from this district upon annexation approval.

Police Services
Currently, the City of Springfield police provide police services to the areas within the city limits adjacent to the subject property. Following annexation, the City of Springfield police will provide police protection for the subject property.

Communication Services
Wire and wireless communication services are provided throughout Springfield, and the subject property can generally receive services from private providers.

Education Services
Springfield School District 19 provides K-12 educational needs in Springfield. The subject property is within the service area boundaries of Centennial Elementary School, Hamlin Middle School, and Springfield High School.

4.0 SUBMITTAL REQUIREMENTS

Following are each of the procedural and informational requirements necessary for the submittal of an Annexation application. Findings of compliance with applicable policies and approval criteria are provided in Section 5. Approval Criteria.

4.1 Annexation Submittal Requirements

.1 Application Fee [SDC 5.7-125(B)(15)]
Refer to the Development Code Fee Schedule for the appropriate fee calculation formula. Fees are based on the area of land being annexed. Copies of the fee schedule are available at the Development Services Department. Fees are payable to the City of Springfield.

The required filing fee is included with the pre-submittal. The Annexation fee will be provided with the initial submittal.

.2 Petition/Petition Signature Sheet [SDC 5.7-125(B)(2)]:
To initiate an annexation by consent from property owners as explained below, complete the attached Petition Signature Sheet (refer to Form 1). Photocopies may be submitted at Pre-Submittal, with original copies at the time of application submittal.

Consent by Property Owners [ORS 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).

The signed Petition Signature Sheet (Form 1) and the updated Ownership Worksheet (Form 2) are included as Exhibits A and B.

.3 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 Pre-Submittal, with original copies at the time of application submittal.

The County's Certification of Ownership is provided on the Petition Signature Sheet (Form 1), included as Exhibit A.

.4 Ownership Worksheet:
Information on the Petition Signature Sheet can also be found on Form 2, Owners and Electors Worksheet. Photocopies may be submitted at Pre-Submittal, with original copies at the time of application submittal.

The Ownership Worksheet is included as Exhibit B.

.5 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 IV form, such as special districts that currently provide services to the proposed annexation area. Photocopies may be submitted at Pre-Submittal, with original copies at the time of application submittal.

The Supplemental Information Form is included as Exhibit C.

.6 Copy of the Deed

The deed pertaining to the subject site is included as Exhibit D.

.7 Preliminary Title Report

The preliminary Title Report is included as Exhibit E.

.8 Annexation (Legal) 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 shall consist of a series of courses in which the first course shall start at a point of beginning. Each course shall 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.

An electronic copy of the required legal description and hard copy are included as Exhibit F.

.9 Cadastral Map [SDC 5.7-125(B)(10)]:
Three (3) 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. If Digital Copy (in.pdf format) is not available, Nine (9) full-size paper copies and one (1) reduced size redline map at 8 ½ x 11 are required. Paper copy maps must be printed to scale. On all submitted maps the annexation area shall 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.

Three (3) print copies and one (1) digital copy (.pdf format) of the cadastral map are included as Exhibit G in accordance with the requirements.

.10 ORS 222.173 Waiver Form [SDC 5.7-125(B)(8)]:
Complete the attached waiver (Form 4). The waiver should be signed by each owner within the proposed annexation area.

The waiver is not applicable to this application.

.11 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.

The Public/Private Utility Plan will be provided with subsequent land use application approvals and is not a requirement of this annexation.

.12 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.

The preceding written narrative explains the proposal and includes all information relevant to determining future action. Findings of compliance with the applicable criteria are provided in Section 5.1 Annexation Approval Criteria.

.13 Three (3) copies of the previously required information with all plans and attachments folded to $8^{1/2}$" by 11" and bound by rubber bands.

All copies of the previously required information are folded to 8.5" by 11" and are bound by rubber bands.

5.0 APPROVAL CRITERIA

Findings of compliance establishing the consistency of this request with applicable approval criteria are provided in Section 5.1.

5.1 Annexation Approval Criteria (SDC 5.7-140)

The request is subject to annexation approval in accordance with SDC 5.7-140 Annexation Approval Criteria. The Applicant acknowledges the need to demonstrate the timing, appropriateness, legality, and availability of services, and the following narrative accompanying the Annexation Application Form provides such demonstration.

(A) The affected territory proposed to be annexed is within the City's urban growth boundary; and is

(a) Contiguous to the city limits; or
(b) Separated from the City only by a public right-of-way or a stream, lake or other body of water.

The subject property is located outside the Eugene-Springfield Metropolitan Area General Plan (Metro Plan) Boundary and within Springfield's urban growth boundary (UGB). As shown on Exhibits H (Vicinity Map) and G (Cadastral Map), the subject site is contiguous to the Springfield city limits. The subject property consists of Map Number 18030233, Lot 05100; Map Number 18030340, Lot 00300; and Map Number 18030340, Lot 00700. The subject property is owned by EWEB.

As noted previously and shown on Exhibit H Vicinity Map, Springfield's city limits boundary is contiguous with the western boundary of TL 05100 and the eastern boundary of TL 00700. TL 00300 is adjacent to TL 00700 and will be contiguous with city limits upon annexation of TL 00700. Accordingly, this criterion is satisfied.

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

The subject property is within the boundaries of the Metro Plan, Springfield Comprehensive Plan, and Glenwood Refinement Plan. The following findings establish consistency with applicable policies in these documents.

Springfield has previously adopted the following elements of its Comprehensive Plan:

- Economic
- Residential Land Use and Housing
- Recreation
- Transportation
- Urbanization

The Economic and Urbanization elements supplant the Economic and Urban and Urbanizable

Elements of the Metro Plan.[4] The goals, policies, and implementation actions in the Springfield Residential Land and Housing Element are consistent and carry out the Residential Land Use and Housing Element.[5] The policies in the Residential Land Use and Housing Element of the Springfield Comprehensive Plan supplement, refine, and support the Residential Land Use and Housing policies of the Metro Plan but do not replace those policies.[6] The Recreation Element of the Springfield Comprehensive Plan is the Willamalane Park and Recreation Comprehensive Plan.[7] The Transportation Element of the Springfield Comprehensive Plan is the Springfield 2035 Transportation System Plan.[8] Based on the preceding findings, these Metro Plan elements do not apply to the proposed amendments. All other Metro Plan elements and policies were evaluated concerning their applicability to the application, and none were determined to be applicable to the request.

Springfield Comprehensive Plan

The unincorporated land within the Springfield UGB is urbanizable and is considered part of Springfield's land base for housing, employment, public facilities, and other uses. Urbanizable lands exist in various areas of the Springfield UGB, including Glenwood and the subject property, and are designated for a variety of land uses. The land use designation determines the applicable zoning, both before and after annexation.

According to Table 1. Urbanizable Land Plan Designations & Application Zoning Districts, the subject site is within the Urbanizable Frings Overlay District (UF-10) and the Glenwood Riverfront Mixed-Use Plan District before annexation and will be within the Glenwood Employment Mixed-Use Zoning District after annexation.

The Springfield Comprehensive Plan Urbanization Element retains the urbanization policy criteria for approving annexations:

> *Springfield Comprehensive Plan Urbanization Element Policy 30: Unincorporated land within 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, in 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.*

Accordingly, conformance with Urbanization Element Policy 30 is provided under the findings for SDC 5.7140C.

Policy statement UG-1 is relevant to the proposed annexation request:

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[4] Metro Plan, p. II-E-1 and p. III-B-1.

[5] Springfield Residential Lane Use & Housing element, p. 27.

[6] Metro Plan, p. III-A-1.

[7] Springfield Comprehensive Plan, p. iv.

[8] Springfield Comprehensive Plan, p. iv.

> *Promote compact, orderly and efficient urban development by guiding future growth to vacant sites and redevelopment areas within the established areas of the city and to urbanize lands where future annexation and development may occur.*

The subject site is vacant, identified as an employment mixed-use development area, and is within an urbanization area. The proposed request is for annexation approval. Therefore, the proposal is consistent with Policy statement UG-1. Of the implementation strategies, only one is relevant to the proposal:

> *3. Any development taking place within the City's urbanizable area shall be designed to the development standards of the Springfield Development Code.*

Following approval of Annexation, Site Plan Review and other associated site-specific land use applications (i.e., Willamette Greenway Overlay District, Floodplain Development Overlay, and Hillside Development Overlay District) are required for the project. Compliance with this strategy is ensured through approval of required site-specific land use applications.

Glenwood Refinement Plan

The subject site is within Subarea D of the Glenwood Refinement Plan (GRP), adopted by the City and Lane County as a neighborhood refinement to the Metro Plan in 2012. Subsequently, the Glenwood Riverfront Mixed-Use Plan District was incorporated into the Springfield Development Code as SDC 3.4-200. While the GRP and Code allow certain "low impact public utility facilities," there is no provision for "high impact public utility facilities" within the subject site's Employment Mixed Use zoning district. The proposed water treatment and filtration facility is considered a high-impact public utility facility. The GRP text does not anticipate the size and type of water facilities proposed by EWEB. Therefore, amendments to certain GRP text and to the table for allowed uses in the SDC for the Glenwood Plan District are required for the planned project. The proposed plan and code amendments are not required for annexation approval.

The GRP Urban Transition and Annexation chapter contains an objective and policies and implementation strategies directed toward supporting opportunities for compact growth, an efficient land use pattern, and a well-planned supporting street and infrastructure system. The following object addressing annexation:

> *Provide orderly and efficient conversion of land from urbanizable to urban in the Glenwood Riverfront through the annexation process based upon the availability of a minimum level of key urban facilities and services.*

This proposal fulfills the annexation process stated in the objective. The findings SDC 5.7-140C demonstrate that a minimum level of key urban facilities and services are available to serve the site.[9] None of the other policies and implementation strategies in the GRP are applicable to the proposal.

The preceding findings demonstrate that the proposal is consistent with applicable policies in the Metro Plan, Springfield Comprehensive Plan, and Glenwood Refinement Plan. This criterion is

[9] The Metro Plan defines the minimum level of 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.

satisfied.

(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

The Metro Plan provides policy direction regarding requests for annexation approval. By way of consistency with the Metro Plan and approval of land use applications and permits to fulfill the EWEB's vision for the subject property, the minimum level of key urban facilities and services can be provided in an orderly and efficient manner within a logical timeframe.

Pages III-G-1 through III-G-15 of the Metro Plan set forth the Plan's Public Facilities and Services Element. As stated on page III-G-1, "[t]he policies in this element complement Metro Plan Chapter II-A, Fundamental Principles, and Chapter II-C, Growth Management." The request addresses Chapter II-C, as the Applicant does not request to extend utility infrastructure outside the Springfield UGB or Springfield city limits. Therefore, the request will allow Springfield and the entire metropolitan area to develop a "timely, orderly, and efficient arrangement of public facilities and services…" The following policies that do not specifically address governmental action are potentially relevant to the subject request:

> *Policy G.1: Extend the minimum level and full range of key urban facilities and services in an orderly and efficient manner consistent with the growth management policies in Chapter II-C, relevant policies in this chapter, and other Metro Plan policies.*
>
> *Policy G.2: Use the planned facilities maps of the Public Facilities and Services Plan to guide the general location of water, wastewater, stormwater, and electrical projects in the metropolitan area. Use local facility master plans, refinement plans, and ordinances as the guide for detailed planning and project implementation.*
>
> *Policy G.9: Eugene and Springfield and their respective utility branches, EWEB and SUB, shall ultimately be the water service providers within the UGB.*

The acknowledgment of pages III-G-1 through III-G-15 of the Metro Plan and page III-G-1, whereby "[t]he policies in this element complement Metro Plan Chapter II-A, Fundamental Principles, and Chapter II-C, Growth Management" demonstrates that all required development features will remain within the UGB in order to allow Springfield to develop a "timely, orderly, and efficient arrangement of public facilities and services…" as confirmed by the Existing Conditions Plan (Exhibit I). The Applicant does not propose extension of water, sewer, or electrical service outside the UGB.

The Vicinity Map (Exhibit H) shows the subject parcel in the southwest corner of Springfield and within the UGB. The proposed second source site is between McVay Highway and Interstate 5 (I-5). The subject property is below the confluence of the Middle and Coast Forks of the Willamette River in Glenwood. The property is accessed by a gravel road extending from McVay Highway to the east and through the SUB property to the west.

The Metro Plan defines "minimum level of key urban facilities and services" as:

> "*Wastewater service, stormwater service, transportation, solid waste management, water service, fire and emergency medical services, police protection, city-wide parks and recreation programs, electric service, land use controls, communication facilities, and public*

schools on a district-wide basis (in other words, not necessarily within walking distance of all students served."

The following utility infrastructure and urban services are in the vicinity of the site or currently serve the site:

Transportation

Springfield's 2035 Transportation System Plan (TSP) identifies two potential future roadway projects in the vicinity of the subject property: R-20 and PB-18. R-20 addresses improvements on McVay Highway/Franklin Boulevard from East 19th Avenue to I-5 and involves the construction of a two- or three-lane cross-section with sidewalks, bicycle facilities, and transit facilities consistent with the Main Street/McVay Highway Transit Feasibility study. PB-18 addresses the construction of a new multiuse (pedestrian/bike) 12-foot-wide path from the Willamette River bridges to the UGB. The Springfield Conceptual Local Street Map does not show proposed new streets in the vicinity of the subject property. The annexation agreement between EWEB and the City resulting from this application will address future transportation facilities.

Water Service

EWEB is planning the construction of a second drinking water intake and treatment plant d to increase system resiliency and to better serve local public utility customers. The water treatment plant will generate water for the subject development. Therefore, water service is not required for the development or is a requirement of annexation approval.

Wastewater Service

There is an existing 8 to 12-inch wastewater main located TL 01200 (18030340), owned by the City of Springfield, that is approximately 270 feet from the eastern edge of TL 00700. Another 8 to 12-inch wastewater main is located in the Newman Street right-of-way that is approximately 150 feet from the eastern edge of TL 00300. Connection to one or both facilities will require boring under the Union Pacific Railroad right-of-way or utilizing an existing culvert crossing. The facility at TL 01200 is the most likely connection point given the proximity to planned development.

Stormwater Service

There are existing stormwater facilities on TL 00500 (18030340) and TL 01200 located approximately 170 feet from the eastern edge of TL 00700. Another 24-inch diameter stormwater trunk line is located in the Newman Street right-of-way approximately 170 feet from the eastern edge of TL 00300

Electrical Service

The Springfield Utility Board (SUB) provides electric services within the City of Springfield's city limits under the authority of the Springfield City Charter. SUB owns the properties directly to the west of the subject site and owner service is available.

Solid Waste Service

Sanipac provides solid waste management services in conjunction with Short Mountain Landfill, which is administered by Lane County and has adequate capacity, to serve the subject development.

Emergency Services

Upon annexation approval, the subject property will be within service response area of Eugene Springfield Fire. The subject site is currently within the Goshen Rural Fire Protection District and will be withdrawn from this district upon annexation approval.

Police Services
Currently, the City of Springfield police provide police services to the areas within the city limits adjacent to the subject property. Following annexation, the City of Springfield police will provide police protection for the subject property.

Communication Services
Wire and wireless communication services are provided throughout Springfield, and the subject property can generally receive services from private providers.

Education Services
Springfield School District 19 provides K-12 educational needs in Springfield. The subject property is within the service area boundaries of Centennial Elementary School, Hamlin Middle School, and Springfield High School.

Based on the above findings, Criterion "C" is satisfied.

(D) Where applicable, fiscal impacts to the City have been mitigated through an Annexation Agreement or other mechanism approved by the City Council. (6212)

The City has the authority to require and specify mitigation through an Annexation Agreement or other mechanism. If warranted under this criterion, the City can impose and condition an Annexation Agreement or other mechanism in conjunction with approval of the Applicant's request. This provision notwithstanding, the enclosed findings and documentation submitted herewith demonstrate that the Applicant assumes the full cost of infrastructure and extension of services necessary to serve the site. Therefore, mitigation of the cost of providing infrastructure to the site through an Annexation Agreement is not applicable to the request. Any future mitigation requirements can be deferred and conditioned as part of subsequent land use approvals. The above findings coupled with the City's authority to mitigate for any fiscal impacts provide sufficient demonstration that Criterion "D" is satisfied.

5.2 Conclusion

Based on available information, supporting materials, and findings in Section 5.1, the annexation request is consistent with all applicable approval criteria, standards, and other provisions.

EXHIBITS

Application #: C SP 2009 - _____
For City Use Only

FORM 1

PETITION/PETITION SIGNATURE SHEET
Annexation by Individuals
[SDC 5.7-125(2)(b)(i)/ORS 222.170(1)]

We, the following property owners of the following territory, consent to the annexation to the City of Springfield and concurrent annexation to Lane County Metropolitan Wastewater Service District and Willamalane Parks and Recreation District, as deemed necessary:

Signature	Date Signed m/d/y	Print Name	Residence Address (*street, city, zip code*)	Map and Tax Lot Number (example: 17-04-03-00-00100)	✓ Land Owner	Acres (qty)
1.	10/21/24	Eugene Water & Electric Board	4200 Roosevelt Blvd., Eugene, 97402	18-03-02-33, 5100	✓	
2.	10/21/24	Eugene Water & Electric Board	4200 Roosevelt Blvd., Eugene, 97402	18-03-03-40, 300	✓	
3.	10/21/24	Eugene Water & Electric Board	4200 Roosevelt Blvd., Eugene, 97402	18-03-03-40, 700	✓	
4.						
5.						

Note: With the above signature(s), I am attesting 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, COLIN McARTHUR *(printed name of circulator)*, hereby certify that every person who signed this sheet did so in my presence.

x _____ *(signature of circulator)*

CERTIFICATION OF OWNERSHIP

The total landowners in the proposed annexation are 1 *(qty)*. This petition reflects that 1 *(qty)* landowners *(or legal representatives)* listed 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 the petition. *A&T is not responsible for subsequent deed activity that may not yet be reflected on the A&T computerized tax roll.*

_____
Lane County Department of Assessment and Taxation

11/12/24
_____
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
18-03-02-33, 5100	Eugene Water & Electric Board	1.32	$500	N	✓	
18-03-03-40, 300	Eugene Water & Electric Board	7.74	$33,965	Y	✓	
18-03-03-40, 700	Eugene Water & Electric Board	15.94	$94,085	N	✓	
TOTALS:		25.00	$128,550			

TOTAL NUMBER OF OWNERS IN THE PROPOSAL	1
NUMBER OF OWNERS WHO SIGNED	1
PERCENTAGE OF OWNERS WHO SIGNED	100
TOTAL ACREAGE IN PROPOSAL	25.00
ACREAGE SIGNED FOR	25.00
PERCENTAGE OF ACREAGE SIGNED FOR	100
TOTAL VALUE IN THE PROPOSAL	$128,550
VALUE CONSENTED FOR	$128,550
PERCENTAGE OF VALUE CONSENTED FOR	100

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: Laura Farthing, P.E.

E-mail: Laura.Farthing@EWEB.org

Supply the following information regarding the annexation area.

- Estimated Population **(at present)**: 0
- Number of Existing Residential Units: 0
- Other Uses: N/A
- Land Area: 25.00 total acres
- Existing Plan Designation(s): Parks and Open Space
- Existing Zoning(s): Employment M.U.
- Existing Land Use(s): Vacant, residential
- Applicable Comprehensive Plan(s): Metro Plan
- Applicable Refinement Plan(s): Glenwood Refinement Plan
- Provide evidence that the annexation is consistent with the applicable comprehensive plan(s) and any associated refinement plans.
  See application narrative
- Are there development plans associated with this proposed annexation?
  Yes ✓ No _____
  If yes, describe.
  Water Treatment Plant
- 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).

05100 is contiguous to City Limits at the west property boundary. 00300 is separated from City Limits at the north property boundary by right of way, is contiguous to 00700 at the south property boundary, and will be contiguous upon annexation of 00700. 00700 is contiguous to City Limits at the east property 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:

☐ Glenwood Water District	☐ Rainbow Water and Fire District
☐ Eugene School District	☐ Pleasant Hill School District
☑ Springfield School District	☐ McKenzie Fire & Rescue
☐ Pleasant Hill RFPD	☐ Willakenzie RFPD
☐ EPUD	☐ SUB
☑ Willamalane Parks and Rec District	☐ 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.

Laura Farthing, P.E.	
(Name)	***(Name)***
4200 Roosevelt Blvd.	
(Address)	*(Address)*
Eugene 97402	
(City) (Zip)	*(City) (Zip)*
Colin McArthur	
(Name)	***(Name)***
160 E Broadway	
(Address)	*(Address)*
Eugene 97401	
(City) (Zip)	*(City) (Zip)*

File No. 17279

12501

WARRANTY DEED

(Individual)

Know All Men by These Presents, That we, John E. Parrott and Florence Mae Parrott, husband and wife, and Elmer S. Johnson and Wanda P. Johnson, husband and wife grantors, for the consideration of the sum of ONE THOUSAND AND NO/100 ($1,000.00) - - - - - - DOLLARS to us paid, have bargained and sold and by these presents do bargain, sell and convey unto the STATE OF OREGON, by and through its STATE HIGHWAY COMMISSION, the following described premises, to wit:

A parcel of land lying in the East half of the Southeast quarter (E½ SE¼) of Section 3, Township 18 South, Range 3 West, W.M., Lane County, Oregon, and being a portion of that property conveyed by that deed to John E. Parrott, et al, recorded in Book 408, Page 111, of Lane County Records of Deeds. The said parcel being that portion of said property included in a strip of land 120 feet in width, lying on the Easterly side of the center line of the Pacific Highway as said highway has been relocated, which center line is described as follows:

Beginning at Engineer's center line Station 262+00, said Station being 2504.9 feet North and 969.2 feet West of the Southeast corner of said Section 3; thence on a 1432.4 foot radius curve right (the long chord of which bears South 24° 24' East) 351.98 feet; thence on a spiral curve right (the long chord of which bears South 10° 41' 30" East) 500 feet to Station 270+51.98 equals 270+06.56; thence South 7° 21' 30" East 343.4 feet; thence on a spiral curve left (the long chord of which bears South 8° 01' 30" East) 400 feet; thence on a 5729.58 foot radius curve left (the long chord of which bears South 12° 20' 15" East) 595.83 feet; thence on a spiral curve left (the long chord of which bears South 16° 39' East) 400 feet to Station 287+45.79. Excepting that portion of said strip of land lying within that tract conveyed to the State of Oregon, by and through its State Highway Commission, by deed recorded in Book 249, Page 356, Lane County Deed Records.

The parcel of land to which this description applies contains 0.35 acre outside of the existing right of way.

As a part of the consideration hereinabove stated, there also is bargained, sold, conveyed and relinquished to the Grantee all existing, future, or potential common law or statutory easements of access between the right of way of the public way identified as the relocated Pacific Highway and all of the Grantors' remaining real property consisting of all parcels contiguous one to another, whether acquired by separate conveyances or otherwise, any one or more of which parcels adjoins the real property covered by this instrument.

It is expressly intended that these covenants, burdens and restrictions shall run with the land and shall forever bind the grantors, their heirs and assigns.

12501

TO HAVE AND TO HOLD the said premises with their appurtenances, in fee simple, unto the said State of Oregon, by and through its State Highway Commission, its successors and assigns forever.

And we the said grantor s do hereby covenant to and with the said State of Oregon, by and through its State Highway Commission, its successors and assigns, that we are the owners in fee simple of said premises; that they are free from all incumbrances

and that we will warrant and defend the same from all lawful claims whatsoever.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 5th day of September, 19 53.

Done in presence of:

John L Barker Jr
as to all

Wanda P. Johnson [SEAL]
Elmer L Johnson [SEAL]
Florence Mae Parrott (SEAL)
John E Parrott (SEAL)

STATE OF OREGON,
County of Lane } ss.

On this 5th day of September, 19 53., personally came before me, a Notary Public John L Barker Jr in and for said county and state, the within named John E. Parrott and Florence Mae Parrott, his wife, to me personally known to be the identical persons described in, and who executed, the within instrument, and who each personally acknowledged to me that they executed the same freely and voluntarily for the uses and purposes therein named.

Witness my hand and official seal the day and year last above written.

John L Barker Jr
Notary Public for Oregon

My commission expires Aug 21, 1955

Form E-218—1M—8-52

12501

STATE OF OREGON,
County of Lane } ss.

On this 5th day of September, 1953, personally came before me,
a Notary Public John L. Barker in and for said county and state, the within named
Elmer S. Johnson and Wanda P. Johnson, his wife,
to me personally known to be the identical persons described in, and who executed, the within instrument, and who each personally acknowledged to me that they executed the same freely and voluntarily for the uses and purposes therein mentioned.

Witness my hand and official seal the day and year last above written.

John L. Barker
Notary Public for Oregon.

My commission expires Aug 21, 1955

State Printing 60061

12501

Form E12—5M—Revised 3-53

Warranty Deed

(Individual)

FROM 4 13 D 1-5-114 A 1/2 43

TO

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

1953 SEP 14 PM 12 08

and Recorded on Page 24453 D
In Book REL
Lane County Records.
HARRY L. CHASE County Clerk.
By [illegible] Deputy.

Return to
OREGON STATE HIGHWAY COMMISSION
Salem, Oregon

STATE PRINTING DEPARTMENT
SALEM, OREGON

State Printing 4421

Wolee

File No. 18163

60622

WARRANTY DEED

(Individual)

Know All Men by These Presents, That we, Gordon S. Travis and Verna Travis, husband and wife grantors, for the consideration of the sum of Three Hundred and No/100 ($300.00) - - -

60622

TO HAVE AND TO HOLD the said premises with their appurtenances, in fee simple, unto the said State of Oregon, by and through its State Highway Commission, its successors and assigns forever.

And ...we... the said grantor s... do hereby covenant to and with the said State of Oregon, by and through its State Highway Commission, its successors and assigns, that ...we are... the owner s in fee simple of said premises; that they are free from all incumbrances

and that ...we... will warrant and defend the same from all lawful claims whatsoever.

IN WITNESS WHEREOF, ...we... have hereunto set ...our... hands ...and seal s...

this ...5... day of ...July..., 19..55

Done in presence of:

Gordon S Travis [SEAL]

Verna Travis [SEAL]

60622

Form E13—356—10-53

Warranty Deed

(Individual)

FROM Gordon S. Travis et ux

TO STATE OF OREGON

State of Oregon, County of Lane—ss. I, Harry L. Chase, County Clerk and ex-officio Recorder of Conveyance, in and for said County, do hereby certify that the within instrument was received for record at ... o'clock ... M. on the ... day of ... 1955, and recorded in ... Records, ... Reel ... Page ...

Fee $2.55

Lane County Records,
HARRY L. CHASE, County Clerk.
By ... Deputy.

Return to
OREGON STATE HIGHWAY COMMISSION
Salem, Oregon

State Printing 1953

STATE OF ~~OREGON~~ WASHINGTON,
County of ...Yakima... } ss.

On this ...5... day of ...July..., 19..55 personally came before me, a Notary Public in and for said county and state, the within named ...Gordon S. Travis... and ...Verna Travis... his wife, to me personally known to be the identical person s described in, and who executed, the within instrument, and who each personally acknowledged to me that ~~he, she~~ they executed the same freely and voluntarily for the uses and purposes therein named.

Witness my hand and official seal the day and year last above written.

NOTARY PUBLIC STATE OF WASHINGTON JAN. 7, 1957

Notary Public for Washington

My commission expires ...Jan. 7..., 19..57

29995 File No. 37307

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, That we, Mike M. Savelich and Thelma Savelich, husband and wife, Grantors, for the consideration of the sum of Six Thousand Eight Hundred Seventy Five and No/100 Dollars ($6,875.00) to us paid, have bargained and sold and by these presents do bargain, sell and convey unto the State of Oregon, by and through its State Highway Commission, the following described premises, to wit:

A parcel of land lying in the $W\frac{1}{2}W\frac{1}{2}SW\frac{1}{4}$ of Section 2 and in the $E\frac{1}{2}E\frac{1}{2}SE\frac{1}{4}$ of Section 3, Township 18 South, Range 3 West, W.M., Lane County, Oregon; the said parcel being a strip of land extending from the Southwesterly right of way line of the Southern Pacific Company to the Northerly line of that property described in that deed to Geraldine Toohey, recorded on Reel 33-540, Instrument #24294 of Lane County Deed Records, said strip of land being variable in width, lying on the Westerly side of the center line of the McVay Highway as said highway has been relocated, which center line is described as follows:

Beginning at Engineer's center line Station "SB" 121+63.27, said Station being 2058 feet North and 160 feet East of the Southeast corner of said Section 3; thence on a spiral curve right (the long chord of which bears South 1° 27' 21" West) 400 feet; thence on a 3819.72 foot radius curve right (the long chord of which bears South 6° 15' 46" West) 374.26 feet; thence on a spiral curve right (the long chord of which bears South 11° 04' 11" West) 400 feet; thence South 12° 04' 11" West, 199.42 feet; thence on a spiral curve left (the long chord of which bears South 10° 04' 11" West) 300 feet; thence on a 1432.39 foot radius curve left (the long chord of which bears South 4° 33' 35.5" West) 75.49 feet; thence on a spiral curve left (the long chord of which bears South 0° 57' East) 300 feet; thence South 2° 57' East, 533.69 feet to Engineer's center line Station "SB" 147+46.13.

The widths in feet of the strip of land above referred to are as follows:

Station	to	Station	Width on Westerly Side of Center Line
"SB" 125+00		"SB" 130+50	70
"SB" 130+50		"SB" 132+00	70 in a straight line to 130
"SB" 132+00		"SB" 136+00	130
"SB" 136+00		"SB" 137+00	130 in a straight line to 80
"SB" 137+00		"SB" 139+12.44	80 in a straight line to 50

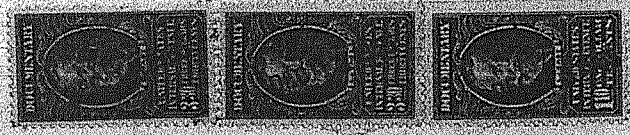
ALSO that portion of said subdivisions lying Southwesterly of the right of way of the Southern Pacific Company, Northerly of said Toohey property, Easterly of said center line, and Westerly of the existing McVay Highway.

(Bearings used herein are based upon the Oregon Co-ordinate System, South Zone.)

The parcel of land to which this description applies contains 2.75 acres outside of the existing right of way.

As a part of the consideration hereinabove stated, there is also bargained, sold, conveyed and relinquished to the Grantee all existing, future or potential common law or statutory abutter's easements of access between the parcel herein described and all of the Grantors' remaining real property;

Reserving, however, for service of the said remaining property, right of access from Grantors' remaining property to the highway right of way, at each of the following places and for the following width:



Hwy. Engr's. Sta.	Side of Hwy.	Width	Purpose
129+60	Westerly	35'	Unrestricted
137+70	Westerly	35'	Unrestricted.

Grantee has the right to construct or otherwise provide at any future time a public frontage road or roads; whereupon all rights of access hereinabove reserved to and from the highway that are on or adjacent to any such frontage road or roads shall cease, but the Grantors, their heirs and assigns, shall have access to the frontage road or roads for any purpose upon obtaining a permit from the State under the applicable statutes and regulations governing the same. Said road or roads shall be connected to the main highway or to other public ways only at such places as the Grantee may select.

TO HAVE AND TO HOLD the said premises with their appurtenances, in fee simple, unto the said State of Oregon, by and through its State Highway Commission, its successors and assigns forever.

And we the said Grantors do hereby covenant to and with the said State of Oregon, by and through its State Highway Commission, its successors and assigns, that we are the owners in fee simple of said premises; that they are free from all encumbrances, and that we will warrant and defend the same from all lawful claims whatsoever.

It is expressly intended that the covenants, burdens, restrictions and reservations contained herein shall run with the land and shall forever bind the Grantors, their heirs and assigns.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 9 day of December, 1965.

Mike M. Savelich (SEAL)

Thelma Savelich (SEAL)

STATE OF OREGON)
) ss
County of Lane)

On this 9 day of December, 1965, personally came before me, a Notary Public in and for said county and state, the within named Mike M. Savelich and Thelma Savelich, his wife, to me personally known to be the identical persons described in, and who executed the within instrument, and who each personally acknowledged to me that they executed the same freely and voluntarily for the uses and purposes therein named.

Witness my hand and official seal the day and year last above written.

Robert A. Brown
Notary Public for Oregon
My commission expires: 3-11-1969

ROBERT A. BROWN NOTARY PUBLIC STATE OF OREGON

wo:mc

State of Oregon,
County of Lane—ss.

I, Ina Randolph, Director of the Department of Records and Elections, in and for the said County, do hereby certify that the within instrument was received for record at
1965 DEC 16 AM 10 38 .0

Reel 278 D

Lane County OFFICIAL Records.

INA RANDOLPH, Director of the Department of Records & Elections.

By Doris Jones Deputy

C29-083-05

File No. 27732

16196

WARRANTY DEED

(Individual)

Know All Men by These Presents, That we, Mike M. Savelich and Thelma C. Savelich, also known as Thelma Savelich, husband and wife grantors, for the consideration of the sum of One Thousand Four Hundred Ninety and No/100 ($1,490.00)- - - - - - - - - DOLLARS to us paid, have bargained and sold and by these presents do bargain, sell and convey unto the STATE OF OREGON, by and through its STATE HIGHWAY COMMISSION, the following described premises, to wit:

A parcel of land lying in the E½SE¼ of Section 3, Township 18 South, Range 3 West, W.M., Lane County, Oregon, and being a portion of that property described in those deeds to Mike M. and Thelma Savelich, recorded on Instrument #87259 and on Instrument #89384 of Lane County Records of Deeds; the said parcel being that portion of said property included in a strip of land variable in width, lying on the Easterly side of the center line of the Pacific Highway as said highway has been relocated, which center line is described as follows:

Beginning at Engineer's center line Station 249+80.52, said Station being 885.01 feet North and 258.32 feet West of the Southeast corner of the Charles B. Sweet D.L.C. #38, Township 18 South, Range 3 West, W.M.; thence on a 1432.39 foot radius curve right (the long chord of which bears South 48° 47' 15" East) 1571.46 feet; thence on a spiral curve right (the long chord of which bears South 10° 41' 30" East) 500 feet to Station 270+51.98 Back equals 270+06.56 Ahead; thence South 7° 21' 30" East 705.93 feet; thence on a spiral curve left (the long chord of which bears South 8° 01' 30" East) 400 feet; thence on a 5729.58 foot radius curve left (the long chord of which bears South 12° 31' 30" East) 633.33 feet to Station 287+45.82, the Easterly line of said strip of land crossing the Westerly and Southerly lines of said property approximately opposite Stations 262+30 and 282+35, respectively.

The widths in feet of the strip of land above referred to are as follows:

Station	to	Station	Width on Easterly Side of Center Line
260+50		263+50	130 feet in a straight line to 175 feet
263+50		277+12.49	175 feet in a straight line to 180 feet
277+12.49		280+50	180 feet in a straight line to 120 feet
280+50		Southerly line of said property	120 feet

The parcel of land to which this description applies contains 1.29 acres.

As a part of the consideration hereinabove stated, there is also bargained, sold, conveyed and relinquished to the Grantee all existing, future or potential common law or statutory abutter's easements of access between the right of way of the public way identified as the relocated Pacific Highway and all of the Grantors' remaining real property consisting of all parcels contiguous one to another, whether acquired by separate conveyances or otherwise, all of which parcels either adjoin the real property conveyed by this instrument, or are connected thereto by other parcels owned by Grantors.

It is expressly intended that these covenants, burdens and restrictions shall run with the land and shall forever bind the Grantors, their heirs and assigns.

pkl/rw

16196

TO HAVE AND TO HOLD the said premises with their appurtenances, in fee simple, unto the said State of Oregon, by and through its State Highway Commission, its successors and assigns forever.

And ..we.. the said grantor.s.. do hereby covenant to and with the said State of Oregon, by and through its State Highway Commission, its successors and assigns, that ..we are.. the owners.. in fee simple of said premises; that they are free from all encumbrances

and that ..we.. will warrant and defend the same from all lawful claims whatsoever.

IN WITNESS WHEREOF, ..we.. have hereunto set ..our.. hand.s.. and seals.. this ..17.. day of ..Nov.., 1960.

Done in presence of:

C Lee } Mike M. Savelich [SEAL]

Jeremia Izonkich } Thelma C. Savelich [SEAL]

16196

Form E13—3M—10-59

Warranty Deed

(Individual)

FROM Mike M. Savelich et ux

TO STATE OF OREGON

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

1960 NOV 23 AM 11 01

REEL 16 D

Lane County, Oregon
HARRY L. CHASE, County Clerk.
By Dorothy Lee Deputy.

Return to
OREGON STATE HIGHWAY COMMISSION
Salem, Oregon

State Printing 7013

Exd 1 Copy

STATE OF OREGON,
County of Lane } ss.

On this ..17.. day of ..Nov.., 1960, personally came before me, a Notary Public in and for said county and state, the within named Mike M. Savelich and Thelma C. Savelich, also known as Thelma Savelich, and ..., his wife, to me personally known to be the identical persons described in, and who executed the within instrument, and who each personally acknowledged to me that they executed the same freely and voluntarily for the uses and purposes therein named.

Witness my hand and official seal the day and year last above written.

..... Notary Public for Oregon

My commission expires ..Oct 11.., 1962

STATUS OF RECORD TITLE REPORT

SUPPLEMENTAL

EUGENE WATER AND ELECTRIC BOARD
ATTN: TIM O'DELL
500 EAST 4TH AVENUE
EUGENE, OR 97440

Date: SEPTEMBER 26, 2024
Our No: CT-0338589
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: SEPTEMBER 20, 2024 at 8:00 A.M., we find the following:

Vestee:

CITY OF EUGENE, OREGON,
acting by and through the
EUGENE WATER AND ELECTRIC BOARD,
an Oregon municipal corporation

Said property is subject to the following on record matters:

1. Property taxes in an undetermined amount, which are a lien but not yet payable, including any assessments collected with taxes to be levied for the fiscal year 2024-2025.

2. Taxes, including the current fiscal year, not assessed due to Municipal Other Exemption. If the exempt status is terminated under the statute prior to the date on which the assessment roll becomes the tax roll in the year in which said taxes were assessed, additional taxes may be levied.

3. Easement, including the terms and provisions thereof, granted to Mountain States Power Company, a Delaware Corporation, by instrument recorded April 9, 1947, Reception No. B345 P311, Lane County Oregon Deed Records.

4. Easement, including the terms and provisions thereof, granted the United States of America, by instrument recorded February 19, 1952, Reception No. B454 P644, Lane County Oregon Deed Records.

   Assignment of power line easements and electric facilities, including the terms and provisions thereof, from the United States of America, acting by and through the Department of Energy, Bonneville Power Administration, to the Springfield Utility Board, by instrument recorded August 2, 2002, Reception No. 2002-058538, Lane County Deeds and Records.

5. Access Restrictions, including the terms and provisions thereof, contained in deed from John E. Parrott and Florence Mae Parrott, husband and wife, and Elmer S. Johnson and Wanda P. Johnson, husband and wife, to the State of Oregon, by and through its State Highway Commission, recorded September 14, 1953, Reception No. 1953-012501, Lane County Oregon Deed Records.

6. Access Restrictions, including the terms and provisions thereof, contained in deed from Gordon S. Travis and Verna Travis, husband and wife, to the State of Oregon, by and through its State Highway Commission, recorded July 8, 1955, Reception No. 1955-060622, Lane County Oregon Deed Records.

7. Access Restrictions, including the terms and provisions thereof, contained in deed from Mike M. Savelich and Thelma C. Savelich, also known as Thelma Savelich, husband and wife, to the State of Oregon, by and through its State Highway Commission, recorded November 23, 1960, Reception No. 1960-016196, Lane County Oregon Deed Records.

8. Access Restrictions, including the terms and provisions thereof, contained in deed from Mike M. Savelich and Thelma Savelich, husband and wife, to the State of Oregon, by and through its State Highway Commission, recorded December 16, 1965, Reception No. 1965-029995, Lane County Oregon Deed Records.

9. Easement, including the terms and provisions thereof, granted the City of Eugene, a municipal corporation, for the use and benefit of the Eugene Water & Electric Board, by instrument recorded September 22, 1967, Reception No. 1967-099249, Lane County Oregon Deed Records.

10. Notice of Agreement, including the terms and provisions thereof, between US West/New Vector, and the City of Eugene, recorded March 15, 1995, Reception No. 1995-014753, Lane County Official Records.

11. Unrecorded Lease, including the terms and provisions thereof, dated September 26, 1994, between Edward L. Macauley, Lessor, and Eugene-Springfield Limited Partnership, Lessee, as evidenced by Memorandum of Option & Lease Agreement, recorded May 24, 1995, Reception No. 1995-029025, Lane County Official Records.

12. Notice of Agreement, including the terms and provisions thereof, between AirTouch Cellular/US West/New Vector, and the City of Eugene, recorded May 28, 1997, Reception No. 1997-035823, Lane County Official Records.

13. Unrecorded Lease, including the terms and provisions thereof, between AirTouch Communications, Inc., Sublessor, and American Tower Delaware Corporation, Sublessee, dated January 19, 2000, as evidenced by Memorandum of Sublease, recorded June 9, 2000, Reception No. 2000-032924, Lane County Deeds and Records.

14. Glenwood Urban Renewal Plan, including the terms and provisions thereof, recorded December 14, 2004, Reception No. 2004-095229, Lane County Deeds and Records.

15. 20 foot wide ingress, egress and utility easement as disclosed by instruments recorded May 24, 1995, Reception No. 1995-029025, Lane County Official Records, and recorded June 9, 2000, Reception No. 2000-032924, Lane County Deeds and Records.

16. Easement Deed by Court Order, including the terms and provisions thereof, recorded January 9, 2014, Reception No. 2014-000678, Lane County Deeds and Records.

17. Unrecorded Option and Lease Agreement and Right of First Refusal, including the terms and provisions thereof, dated September 26, 1994, between Ed's Big Pine LLC, Landlord, and Verizon Wireless (VAW) LLC d/b/a Verizon Wireless, Tenant, as evidenced by Memorandum of Lease, recorded October 28, 2016, Reception No. 2016-053760, Lane County Deeds and Records.

18. Unrecorded Sublease, including the terms and provisions thereof, between Verizon Wireless (VAW) LLC d/b/a Verizon Wireless, Lessor, and American Tower Delaware Corporation, Lessee, as evidenced by Memorandum of Lease, recorded October 28, 2016, Reception No. 2016-053760, Lane County Deeds and Records.

19. Access and utilities easements, including the terms and provisions thereof, as evidenced by Memorandum of Lease, recorded October 28, 2016, Reception No. 2016-053760, Lane County Deeds and Records.

20. Unrecorded Lease, including the terms and provisions thereof, between the City of Eugene, Oregon, acting by and through the Eugene Water and Electric Board, Lessor, and Verizon Wireless (VAW) LLC, d/b/a Verizon Wireless, Lessee, dated May 18, 2017, as evidenced by Memorandum of Lease, recorded June 14, 2017, Reception No. 2017-028334, Lane County Deeds and Records.

21. Transmission Line Easement Agreement, including the terms and provisions thereof, between City of Eugene, Lane County, Oregon, by and through the Eugene Water & Electric Board, a municipal corporation, and the City of Springfield acting by and through the Springfield Utility Board, a municipal corporation, recorded September 13, 2021, Reception No. 2021-059416, Lane County Deeds and Records.

22. Transmission Line Access Easement Agreement, including the terms and provisions thereof, between City of Eugene, Lane County, Oregon, by and through the Eugene Water & Electric Board, a municipal corporation, and the City of Springfield acting by and through the Springfield Utility Board, a municipal corporation, recorded September 13, 2021, Reception No. 2021-059417, Lane County Deeds and Records.

23. Access Easement Agreement, including the terms and provisions thereof, between the City of Springfield acting by and through the Springfield Utility Board, a municipal corporation, and City of Eugene, Lane County, Oregon, by and through the Eugene Water & Electric Board, recorded September 13, 2021, Reception No. 2021-059422, Lane County Deeds and Records.

NOTE: The property address as shown on the Assessor's Roll is:

5310 Franklin Blvd
Eugene, OR 97403

NOTE: Taxes, Account No. 0583243, Assessor's Map No. 18 03 03 4 0, #300, Code 4-46, 2023-2024, in the amount of $14.53, PAID IN FULL.
Taxes, Account No. 1898376, Assessor's Map No. 18 03 03 4 0, #300-901, Code 4-46, 2023-2024, in the amount of $530.17, PAID IN FULL. (Billboard)
Taxes, Account No. 1904497, Assessor's Map No. 18 03 03 4 0, #300-902, Code 4-46, 2023-2024, in the amount of $267.69, PAID IN FULL. (Billboard)
Taxes, Account No. 0583292, Assessor's Map No. 18 03 03 4 0, #700, Code 4-46, 2023-2024, in the amount of $0.00, EXEMPT.
Taxes, Account No. 0583300, Assessor's Map No. 18 03 03 4 0, #700, Code 19-18, 2023-2024, in the amount of $0.00, EXEMPT.

NOTE: This report is being supplemented to add new exception no. 1, remove prior exception no. 16, update the taxes and legal description.

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:

rh: Title Officer: KURT BEATY

PROPERTY DESCRIPTION

PARCEL 1:

That part of the Daniel McVay Donation Land Claim No. 63, Township 18 South, Range 3 West of the Willamette Meridian, described as: Beginning at a point on the Easterly line of the right of way for Primary State Highway No. 1, said point being North 2471.5 feet and West 824.1 feet from the Southeast corner of Section 3, Township 18, South, Range 3 West of the Willamette Meridian; thence along a curve to the right of 1542.5 feet radius a distance of 274.8 feet (the long chord of which curve bears South 22° 28' East, 274.2 feet); thence on a spiral curve to the right a distance of 197.3 feet (the long chord of which curve bears South 14° 14' East a distance of 196.9 feet); thence South 47° 57' East, 153.9 feet; thence North 42° 03' East, 291.0 feet; thence North 6° 21' West, 313.0 feet to the Westerly line of the Southern Pacific Railroad's right of way; thence following the Westerly line of said railway right of way bearing Northwesterly a distance of 857 feet, more or less, to a point North of the point of beginning; thence South 734 feet to the point of beginning, in Lane County, Oregon.

EXCEPT that certain tract conveyed to the State of Oregon by deed recorded July 8, 1955, Reception No. 60622, Lane County Oregon Deed Records, in Lane County, Oregon.

ALSO EXCEPT that certain tract conveyed to the State of Oregon by deed recorded November 23, 1960, Reception No. 16196, Lane County Oregon Deed Records, in Lane County, Oregon.

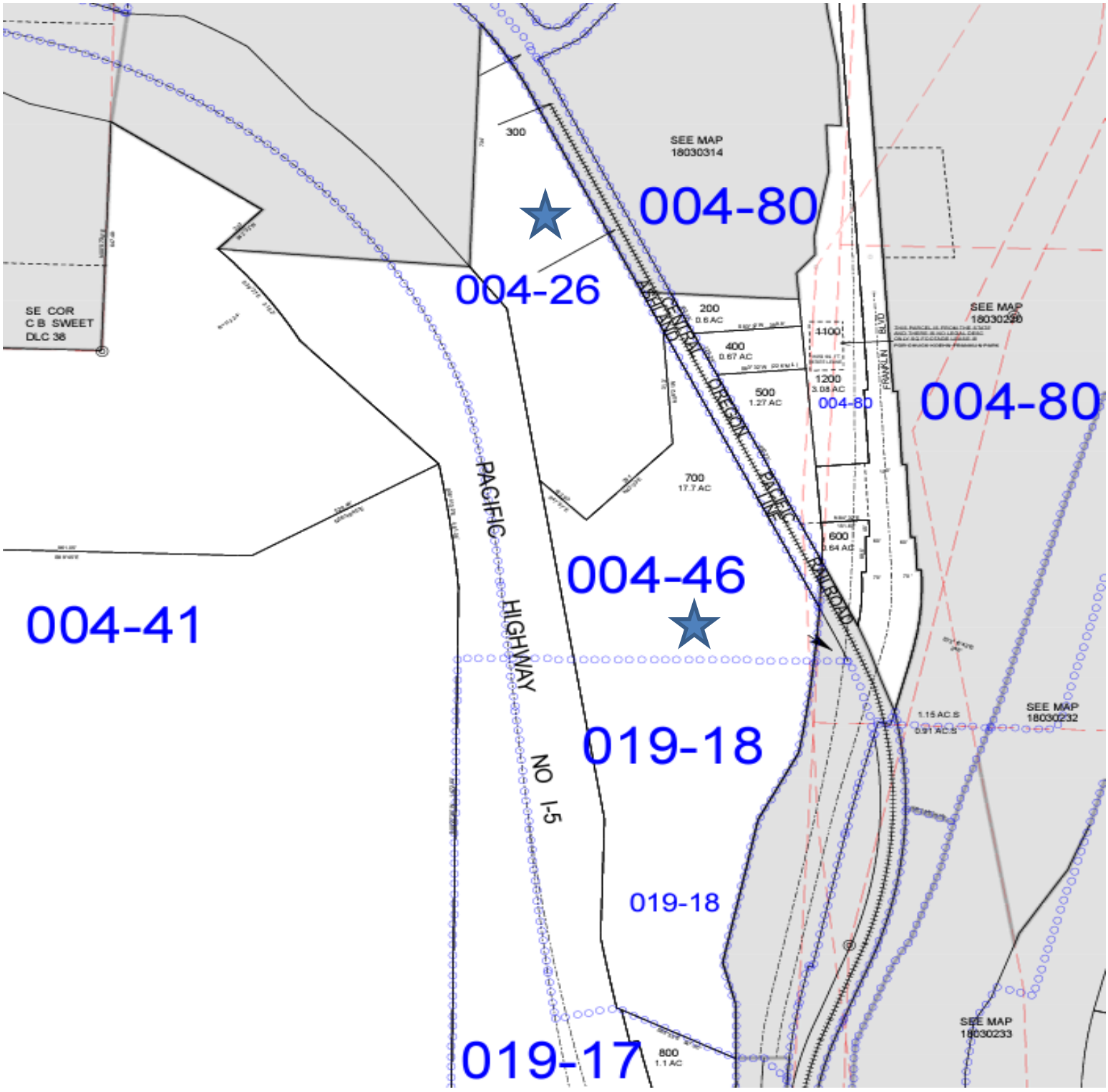
PARCEL 2:

Beginning at a point on the East line of the right of way of the Eugene to Goshen Highway opposite and 110 feet distant from the Highway Station 282.00 as described in that certain deed from C. A. Huntington, et ux, to the State of Oregon, recorded in Book 249, Page 356, Lane County Oregon Deed Records, said point also being 539.2 feet North 444.2 feet West of the Southeast corner of Section 3, Township 18 South, Range 3 West of the Willamette Meridian; and running thence Northerly along the Easterly line of said proposed highway to the beginning point of the third course of the description of the property conveyed to Elmer E. Stewart, et ux, to David Travis by deed recorded in Book 325, Page 507, Lane County Oregon Deed Records; thence following the Southerly and Easterly line of said Travis property South 47° 57' East, 153.9 feet, North 42° 03' East, 291.0 feet and North 6° 21' West, 313.0 feet to the Westerly line of the Southern Pacific Railroad right of way; thence Southeasterly along the West of said right of way to the intersection of the centerline of the County Road leading from Springfield Junction to Goshen (now known as U.S. Highway 99); thence following the centerline of said road in a Southerly direction to the Northeast corner of the property conveyed by Elmer E. Stewart, et ux, to J. F. Twohey by deed recorded in Book 315, Page 496, Lane County Oregon Deed Records; and thence following the Northerly line of said Twohey property North 35° 37' West 69 feet and North 69° 53' West 347.2 feet to the place of beginning, in Lane County, Oregon.

EXCEPTING THEREFROM those portions conveyed to the State of Oregon, by and through its State Highway Commission, by those Warranty Deeds recorded September 14, 1953, Reception No. 12501, recorded November 23, 1960, Reception No. 16196, and recorded December 16, 1965, Reception No. 29995, Lane County Oregon Deed Records, in Lane County, Oregon.

CASCADE TITLE CO.

MAP NO.
18-03-03-40



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.

EASEMENT FOR RIGHT-OF-WAY

BOOK 345 PAGE 311

For and in consideration of the sum of One Dollar ($1.00), receipt whereof is hereby acknowledged, a right-of-way is hereby granted to Mountain States Power Company, a Delaware corporation, its successors and assigns, forever, with the right to erect and maintain an electric power line, telephone or aerial cable line consisting of the following:

1 ELECTRIC Power Line Pole

1 ELECTRIC Power Line Pole ANCHOR

with the necessary wires and fixtures thereon, and to remove foliage, tree limbs or trees that may interfere with the construction, maintenance and operation of said electric power, telephone or cable line, across that property belonging to

David Travis & Bertha S. Travis Husband & Wife

and situated in the County of Lane, State of Oregon, and described as follows: Part of the N.E. 1/4 of the S.E. 1/4 of Section 3 T. 18 S. R. 3 W.W.M.

It is understood that the employees of the Mountain States Power Company, its successors and assigns, shall at any time when necessary, have access to said right-of-way and the equipment thereon, for the purpose of repairs, etc., provided always that said Mountain States Power Company, its successors and assigns, shall be held responsible for any damage which may be unnecessarily done to the property above described.

WITNESS hand s and seal s this 19 day of March, 19 47

Done in the presence of:

David Travis (Seal)

Bertha S. Travis (Seal)

STATE OF OREGON,
County of Lane } ss.

BE IT REMEMBERED, That on this 19 day of March A. D. 19 47, before me, the undersigned, a Notary Public, in and for the said County and State, personally appeared the within named David Travis & Bertha S. Travis who are known to me to be the identical individual s who executed the within instrument and acknowledged to me that They executed the same freely and voluntarily.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal the day and year last above written.

Notary Public for Oregon.

My Commission Expires: My Commission Expires Jan. 25 1949

State of Oregon,
County of Lane—ss.
I, W. B. Dillard, County Clerk and ex-officio Recorder of Conveyance, in and for said County, do hereby certify that the within instrument was received for record at

1947 APR 9 AM 9 52

and Recorded
In Book 345 on Page 311
Lane County D E E D Records.
W. B. DILLARD, County Clerk.
By Evabel Butterworth Deputy.

Mountain States Power Co
P.O. Box 4072
Eugene - Oregon

97402

BOOK 454 PAGE 640

Tract No. OS-7

TRANSMISSION LINE EASEMENT

AND GUY AND ANCHOR EASEMENT

The GRANTOR, herein so styled whether one or more, GORDON S. TRAVIS and VERNA TRAVIS, husband and wife,

for and in consideration of the sum of THREE THOUSAND FIVE HUNDRED - - -

154 845

together with the right to clear said parcel of land and keep the same clear of all brush, timber, structures, and fire hazards, provided however, the words "fire hazards" shall not be interpreted to include growing crops; and also the present and future right to top, limb, fell, and remove all growing trees, dead trees or snags (collectively called "danger trees") located on Grantor's land adjacent to said parcel of land, which could fall upon or against said transmission and signal line facilities.

TO HAVE AND TO HOLD said easement and rights unto the UNITED STATES OF AMERICA and its assigns, forever.

The Grantor covenants to and with the UNITED STATES OF AMERICA and its assigns that the title to all brush and timber cut and removed from said parcel of land and also all growing trees, dead trees or snags (collectively called "danger trees") cut and removed from Grantor's land adjacent to said parcel of land, is and shall be vested in the UNITED STATES OF AMERICA and its assigns and that the consideration paid for conveying said easement and rights herein described is accepted as full compensation for all damages incidental to the exercise of any of said rights.

The Grantor also covenants to and with the UNITED STATES OF AMERICA that Grantor is lawfully seized and possessed of the lands aforesaid; has a good and lawful right and power to sell and convey same; that same are free and clear of encumbrances, except as above indicated; and that Grantor will forever warrant and defend the title to said easement and the quiet possession thereof against the lawful claims and demands of all persons whomsoever.

Dated this 22 day of January, 19 .

Gordon S. Travis

Verna Travis

X David Travis

STATE OF Washington)
) ss:
COUNTY OF Whatcom)

On the 12 day of February, 1952, personally came before me, a notary public in and for said County and State, the within-named Gordon S. Travis and Verna Travis, husband and wife,
to me personally known to be the identical persons described in and who executed the within and foregoing instrument and acknowledged to me that they executed the same as their own free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal the day and year last above written.

(SEAL)

Notary Public in and for the
State of Washington
Residing at Bellingham

My commission expires:
MY COMMISSION EX. IRES JAN. 19, 1955

STATE OF ~~Washington~~ Oregon)
) ss:
COUNTY OF Lane)

On the 22 day of Jan, 1952, personally came before me, a notary public in and for said County and State, the within-named David Travis, to me personally known to be the identical person described in and who executed the within and foregoing instrument and acknowledged to me that he executed the same as his own free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal the day and year last above written.

(SEAL)

Notary Public in and for the
State of
Residing at

My commission expires:

67868

TRANSMISSION LINE EASEMENT
AND GUY AND ANCHOR EASEMENT

GORDON S. TRAVIS et ux

To

UNITED STATES OF AMERICA

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

1952 FEB 19 PM 3 40

and
Recorded
In Book ... on Page ...
Lane County Records.
HARRY L. CHASE, County Clerk.
By ... Deputy.

Return
Bonneville Power Administration
Title Unit, Land Branch
P. O. Box No. 3621
Portland 8, Oregon

225

File No. 17279

12501

WARRANTY DEED

(Individual)

Know All Men by These Presents, That we, John E. Parrott and Florence Mae Parrott, husband and wife, and Elmer S. Johnson and Wanda P. Johnson, husband and wife grantors, for the consideration of the sum of ONE THOUSAND AND NO/100 ($1,000.00) - - - - - - DOLLARS to us paid, have bargained and sold and by these presents do bargain, sell and convey unto the STATE OF OREGON, by and through its STATE HIGHWAY COMMISSION, the following described premises, to wit:

A parcel of land lying in the East half of the Southeast quarter (E½ SE¼) of Section 3, Township 18 South, Range 3 West, W.M., Lane County, Oregon, and being a portion of that property conveyed by that deed to John E. Parrott, et al, recorded in Book 408, Page 111, of Lane County Records of Deeds. The said parcel being that portion of said property included in a strip of land 120 feet in width, lying on the Easterly side of the center line of the Pacific Highway as said highway has been relocated, which center line is described as follows:

Beginning at Engineer's center line Station 262+00, said Station being 2504.9 feet North and 969.2 feet West of the Southeast corner of said Section 3; thence on a 1432.4 foot radius curve right (the long chord of which bears South 24° 24' East) 351.98 feet; thence on a spiral curve right (the long chord of which bears South 10° 41' 30" East) 500 feet to Station 270+51.98 equals 270+06.56; thence South 7° 21' 30" East 343.4 feet; thence on a spiral curve left (the long chord of which bears South 8° 01' 30" East) 400 feet; thence on a 5729.58 foot radius curve left (the long chord of which bears South 12° 20' 15" East) 595.83 feet; thence on a spiral curve left (the long chord of which bears South 16° 39' East) 400 feet to Station 287+45.79. Excepting that portion of said strip of land lying within that tract conveyed to the State of Oregon, by and through its State Highway Commission, by deed recorded in Book 249, Page 356, Lane County Deed Records.

The parcel of land to which this description applies contains 0.35 acre outside of the existing right of way.

As a part of the consideration hereinabove stated, there also is bargained, sold, conveyed and relinquished to the Grantee all existing, future, or potential common law or statutory easements of access between the right of way of the public way identified as the relocated Pacific Highway and all of the Grantors' remaining real property consisting of all parcels contiguous one to another, whether acquired by separate conveyances or otherwise, any one or more of which parcels adjoins the real property covered by this instrument.

It is expressly intended that these covenants, burdens and restrictions shall run with the land and shall forever bind the grantors, their heirs and assigns.

12501

TO HAVE AND TO HOLD the said premises with their appurtenances, in fee simple, unto the said State of Oregon, by and through its State Highway Commission, its successors and assigns forever.

And we the said grantor s do hereby covenant to and with the said State of Oregon, by and through its State Highway Commission, its successors and assigns, that we are the owners in fee simple of said premises; that they are free from all incumbrances

and that we will warrant and defend the same from all lawful claims whatsoever.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 5th day of September, 1953.

Done in presence of:

John L Backlund Jr
as to all

Wanda P. Johnson [SEAL]
Elmer L Johnson [SEAL]
Florence Mae Parrott (SEAL)
John E Parrott (SEAL)

STATE OF OREGON,
County of Lane } ss.

On this 5th day of September, 1953, personally came before me, a Notary Public John L Backlund Jr in and for said county and state, the within named John E. Parrott and Florence Mae Parrott, his wife, to me personally known to be the identical persons described in, and who executed, the within instrument, and who each personally acknowledged to me that they executed the same freely and voluntarily for the uses and purposes therein named.

Witness my hand and official seal the day and year last above written.

John L Backlund Jr
Notary Public for Oregon

My commission expires Aug 21, 1955

Form E-218—1M—8-52

12501

STATE OF OREGON,
County of Lane } ss.

On this 5th day of September, 1953, personally came before me,
a Notary Public John L. Barker in and for said county and state, the within named
Elmer S. Johnson and Wanda P. Johnson, his wife,
to me personally known to be the identical persons described in, and who executed, the within instrument, and who each personally acknowledged to me that they executed the same freely and voluntarily for the uses and purposes therein mentioned.

Witness my hand and official seal the day and year last above written.

John L. Barker
Notary Public for Oregon.

My commission expires Aug 21, 1955

State Printing 60061

12501

Form E12—5M—Revised 3-53

Warranty Deed

(Individual)

FROM 4 13 D 12-5-114 A 43

TO

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

1953 SEP 14 PM 12 08

REL 24453 D

and Recorded on Page Records.
In Book
Lane County
HARRY L. CHASE County Clerk.
By Deputy.

Return to
OREGON STATE HIGHWAY COMMISSION
Salem, Oregon

SALEM, OREGON

State Printing 4621

Melee

File No. 18163

60622

WARRANTY DEED

(Individual)

Know All Men by These Presents, That we, Gordon S. Travis and Verna Travis, husband and wife grantors, for the consideration of the sum of Three Hundred and No/100 ($300.00) - - -

60622

TO HAVE AND TO HOLD the said premises with their appurtenances, in fee simple, unto the said State of Oregon, by and through its State Highway Commission, its successors and assigns forever.

And we, the said grantors, do hereby covenant to and with the said State of Oregon, by and through its State Highway Commission, its successors and assigns, that we are the owners in fee simple of said premises; that they are free from all incumbrances

and that we will warrant and defend the same from all lawful claims whatsoever.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 5 day of July, 19 55

Done in presence of:

Gordon S Travis [SEAL]

Verna Travis [SEAL]

60622

Form E13—356—10-53

Warranty Deed

(Individual)

FROM Grantors

TO State of Oregon

Gordon S. Travis et ux

STATE OF OREGON,

County of Lane—ss.

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

1955 JUL 8 AM 9 55

REEL 62 $5.00

Lane County Records,
HARRY L. CHASE, County Clerk.
By Eva S. Dufresne Deputy.

Return to
OREGON STATE HIGHWAY COMMISSION
Salem, Oregon
State Printing 1953

STATE OF ~~OREGON~~ WASHINGTON,

County of Yakima } ss.

On this 5 day of July, 19 55 personally came before me, a Notary Public in and for said county and state, the within named

Gordon S. Travis and Verna Travis his wife,

to me personally known to be the identical person s described in, and who executed, the within instrument, and who each personally acknowledged to me that he, ~~she~~ executed the same freely and voluntarily for the uses and purposes therein named.

Witness my hand and official seal the day and year last above written.

NOTARY PUBLIC STATE OF WASHINGTON

Notary Public for Washington

My commission expires Jan 7, 19 57

File No. 27732

16196

WARRANTY DEED

(Individual)

Know All Men by These Presents, That we, Mike M. Savelich and Thelma C. Savelich, also known as Thelma Savelich, husband and wife grantors, for the consideration of the sum of One Thousand Four Hundred Ninety and No/100 ($1,490.00)- - - - - - - - - DOLLARS to us paid, have bargained and sold and by these presents do bargain, sell and convey unto the STATE OF OREGON, by and through its STATE HIGHWAY COMMISSION, the following described premises, to wit:

A parcel of land lying in the E½SE¼ of Section 3, Township 18 South, Range 3 West, W.M., Lane County, Oregon, and being a portion of that property described in those deeds to Mike M. and Thelma Savelich, recorded on Instrument #87259 and on Instrument #89384 of Lane County Records of Deeds; the said parcel being that portion of said property included in a strip of land variable in width, lying on the Easterly side of the center line of the Pacific Highway as said highway has been relocated, which center line is described as follows:

Beginning at Engineer's center line Station 249+80.52, said Station being 885.01 feet North and 258.32 feet West of the Southeast corner of the Charles B. Sweet D.L.C. #38, Township 18 South, Range 3 West, W.M.; thence on a 1432.39 foot radius curve right (the long chord of which bears South 48° 47' 15" East) 1571.46 feet; thence on a spiral curve right (the long chord of which bears South 10° 41' 30" East) 500 feet to Station 270+51.98 Back equals 270+06.56 Ahead; thence South 7° 21' 30" East 705.93 feet; thence on a spiral curve left (the long chord of which bears South 8° 01' 30" East) 400 feet; thence on a 5729.58 foot radius curve left (the long chord of which bears South 12° 31' 30" East) 633.33 feet to Station 287+45.82, the Easterly line of said strip of land crossing the Westerly and Southerly lines of said property approximately opposite Stations 262+30 and 282+35, respectively.

The widths in feet of the strip of land above referred to are as follows:

Station	to	Station	Width on Easterly Side of Center Line
260+50		263+50	130 feet in a straight line to 175 feet
263+50		277+12.49	175 feet in a straight line to 180 feet
277+12.49		280+50	180 feet in a straight line to 120 feet
280+50		Southerly line of said property	120 feet

The parcel of land to which this description applies contains 1.29 acres.

As a part of the consideration hereinabove stated, there is also bargained, sold, conveyed and relinquished to the Grantee all existing, future or potential common law or statutory abutter's easements of access between the right of way of the public way identified as the relocated Pacific Highway and all of the Grantors' remaining real property consisting of all parcels contiguous one to another, whether acquired by separate conveyances or otherwise, all of which parcels either adjoin the real property conveyed by this instrument, or are connected thereto by other parcels owned by Grantors.

It is expressly intended that these covenants, burdens and restrictions shall run with the land and shall forever bind the Grantors, their heirs and assigns.

pkl/rw

16196

TO HAVE AND TO HOLD the said premises with their appurtenances, in fee simple, unto the said State of Oregon, by and through its State Highway Commission, its successors and assigns forever.

And ..we.. the said grantor.s.. do hereby covenant to and with the said State of Oregon, by and through its State Highway Commission, its successors and assigns, that ..we are.. the owners.. in fee simple of said premises; that they are free from all encumbrances

and that ..we.. will warrant and defend the same from all lawful claims whatsoever.

IN WITNESS WHEREOF, ..we.. have hereunto set ..our.. hand.s.. and seals.. this ..17.. day of ..Nov.., 1960.

Done in presence of:

C Lee
Jeremia Izonkich

Mike M. Savelich [SEAL]
Thelma C. Savelich [SEAL]

16196

Form E13—3M—10-59

Warranty Deed

(Individual)

FROM Mike M. Savelich et ux

TO STATE OF OREGON

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

1960 NOV 23 AM 11 01

REEL 16 FEE D

Lane County
HARRY L. CHASE, County Clerk.
By Mary J. Lindsey Deputy.

Return to
OREGON STATE HIGHWAY COMMISSION
Salem, Oregon

State Printing 7013

Exp 1 Copy

STATE OF OREGON,
County of Lane } ss.

On this 17 day of Nov., 1960, personally came before me, a Notary Public in and for said county and state, the within named Mike M. Savelich and Thelma C. Savelich, also known as Thelma Savelich, and ..., his wife, to me personally known to be the identical persons described in, and who executed the within instrument, and who each personally acknowledged to me that they executed the same freely and voluntarily for the uses and purposes therein named.

Witness my hand and official seal the day and year last above written.

NOTARIAL SEAL OF OREGON

Notary Public for Oregon

My commission expires Oct 11, 1962

29995 File No. 37307

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, That we, Mike M. Savelich and Thelma Savelich, husband and wife, Grantors, for the consideration of the sum of Six Thousand Eight Hundred Seventy Five and No/100 Dollars ($6,875.00) to us paid, have bargained and sold and by these presents do bargain, sell and convey unto the State of Oregon, by and through its State Highway Commission, the following described premises, to wit:

A parcel of land lying in the W½W½SW¼ of Section 2 and in the E½E½SE¼ of Section 3, Township 18 South, Range 3 West, W.M., Lane County, Oregon; the said parcel being a strip of land extending from the Southwesterly right of way line of the Southern Pacific Company to the Northerly line of that property described in that deed to Geraldine Toohey, recorded on Reel 33-540, Instrument #24294 of Lane County Deed Records, said strip of land being variable in width, lying on the Westerly side of the center line of the McVay Highway as said highway has been relocated, which center line is described as follows:

Beginning at Engineer's center line Station "SB" 121+63.27, said Station being 2058 feet North and 160 feet East of the Southeast corner of said Section 3; thence on a spiral curve right (the long chord of which bears South 1° 27' 21" West) 400 feet; thence on a 3819.72 foot radius curve right (the long chord of which bears South 6° 15' 46" West) 374.26 feet; thence on a spiral curve right (the long chord of which bears South 11° 04' 11" West) 400 feet; thence South 12° 04' 11" West, 199.42 feet; thence on a spiral curve left (the long chord of which bears South 10° 04' 11" West) 300 feet; thence on a 1432.39 foot radius curve left (the long chord of which bears South 4° 33' 35.5" West) 75.49 feet; thence on a spiral curve left (the long chord of which bears South 0° 57' East) 300 feet; thence South 2° 57' East, 533.69 feet to Engineer's center line Station "SB" 147+46.13.

The widths in feet of the strip of land above referred to are as follows:

Station	to	Station	Width on Westerly Side of Center Line
"SB" 125+00		"SB" 130+50	70
"SB" 130+50		"SB" 132+00	70 in a straight line to 130
"SB" 132+00		"SB" 136+00	130
"SB" 136+00		"SB" 137+00	130 in a straight line to 80
"SB" 137+00		"SB" 139+12.44	80 in a straight line to 50

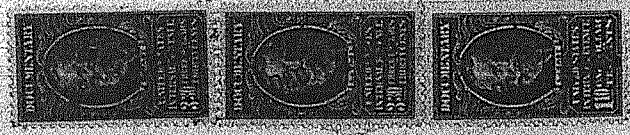
ALSO that portion of said subdivisions lying Southwesterly of the right of way of the Southern Pacific Company, Northerly of said Toohey property, Easterly of said center line, and Westerly of the existing McVay Highway.

(Bearings used herein are based upon the Oregon Co-ordinate System, South Zone.)

The parcel of land to which this description applies contains 2.75 acres outside of the existing right of way.

As a part of the consideration hereinabove stated, there is also bargained, sold, conveyed and relinquished to the Grantee all existing, future or potential common law or statutory abutter's easements of access between the parcel herein described and all of the Grantors' remaining real property;

Reserving, however, for service of the said remaining property, right of access from Grantors' remaining property to the highway right of way, at each of the following places and for the following width:



Hwy. Engr's. Sta.	Side of Hwy.	Width	Purpose
129+60	Westerly	35'	Unrestricted
137+70	Westerly	35'	Unrestricted.

Grantee has the right to construct or otherwise provide at any future time a public frontage road or roads; whereupon all rights of access hereinabove reserved to and from the highway that are on or adjacent to any such frontage road or roads shall cease, but the Grantors, their heirs and assigns, shall have access to the frontage road or roads for any purpose upon obtaining a permit from the State under the applicable statutes and regulations governing the same. Said road or roads shall be connected to the main highway or to other public ways only at such places as the Grantee may select.

TO HAVE AND TO HOLD the said premises with their appurtenances, in fee simple, unto the said State of Oregon, by and through its State Highway Commission, its successors and assigns forever.

And we the said Grantors do hereby covenant to and with the said State of Oregon, by and through its State Highway Commission, its successors and assigns, that we are the owners in fee simple of said premises; that they are free from all encumbrances, and that we will warrant and defend the same from all lawful claims whatsoever.

It is expressly intended that the covenants, burdens, restrictions and reservations contained herein shall run with the land and shall forever bind the Grantors, their heirs and assigns.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 9 day of December, 1965.

Mike M. Savelich (SEAL)

Thelma Savelich (SEAL)

STATE OF OREGON)
) ss
County of Lane)

On this 9 day of December, 1965, personally came before me, a Notary Public in and for said county and state, the within named Mike M. Savelich and Thelma Savelich, his wife, to me personally known to be the identical persons described in, and who executed the within instrument, and who each personally acknowledged to me that they executed the same freely and voluntarily for the uses and purposes therein named.

Witness my hand and official seal the day and year last above written.

Robert A. Brown
Notary Public for Oregon
My commission expires: 3-11-1969

ROBERT A. BROWN NOTARY PUBLIC STATE OF OREGON

wo:mc

State of Oregon,
County of Lane—ss.

I, Ina Randolph, Director of the Department of Records and Elections, in and for the said County, do hereby certify that the within instrument was received for record at
1965 DEC 16 AM 10 38 .0

Reel 278 D

Lane County OFFICIAL Records.

INA RANDOLPH, Director of the Department of Records & Elections.

By Doris Jones Deputy

C29-083-05

99249

WATER LINE EASEMENT

The undersigned, Mike M. Savelich & Thelma Savelich, husband & wife

hereinafter called the "Grantors", for and in consideration of the payment of Three Thousand Five Hundred and no/100ths Dollars ($3,500.00), the receipt of which is hereby acknowledged, grants to the City of Eugene, a Municipal Corporation, for the use and benefit of the Eugene Water & Electric Board, the Grantee, hereinafter called the "City", a perpetual easement and right-of-way across that certain tract of land located in

Section 3, Township 18 South, Range 3 West, Willamette Meridian, County of Lane, State of Oregon, described in instrument signed

, 19, and recorded as Instrument No. 87259 89384,

~~in Book~~ ~~Page~~, or Reel 145 & 146, Lane County Oregon Deed Records.

The route to be taken by said line or lines across said lands is to be continuous with and a part of the general route across adjacent lands.

The right-of-way above referred to and included in this easement shall consist of a strip of land 30 feet in width, being 15 feet on the ~~XX~~ left side, and 15 feet on the ~~XX~~ right side of the center line route, and is more specifically described as follows:

A strip of land 30 feet in width being that part of that tract of land described by those deeds recorded on Reel 145 as Instrument #87259 and on Reel 146 as Instrument #89384 of Lane County Oregon Deed Records which lies within 15 feet on each side of a centerline described as follows:

Commencing at the Southeast corner of Section 3, Towhship 18, South Range 3 West, Willamette Meridian, Lane County, Oregon and running North 2,426.4 feet and West 334.9 feet to engineers centerline station L 36+04.08 located in the centerline of tracks of the Southern Pacific Railroad, said station being the TRUE POINT OF BEGINNING; thence South 62° 41½' West 45.0 feet to engineers station L 36+49.08; thence South 7° 16' East 420.11 feet to engineers station L 40+69.19; thence South 57° 36½' West 320.93 feet to engineers station L 43+90.12; thence South 11° 08' East parallel with and 15 feet Easterly from the Easterly right of way line of Interstate Highway 5 as monumented, a distance of 421.73 feet to engineers station L 48+11.85 back equals L 48+71.42 ahead; thence continuing parallel with and 15 feet Easterly from said monumented right of way line South 11° 08' East 341.84 feet to engineers station L 52+13.26; thence continuing parallel with and 15 feet Easterly from said monumented right of way line South 08° 04' East 327.24 feet to engineers centerline station L 55+40.50; thence diverging from said Freeway right of way line South 19° 24' East 291.26 feet to engineers station L 58+31.76 back equals L 58+31.98 ahead.

The above described centerline intersects the Easterly and Southerly boundary lines of the above described tract at approximately engineers station L 36+34 and L 57+26 respectively.

The above described strip contains 1.40 acres more or less, all in Lane County, Oregon.

99249

Said easement and right-of-way shall be for the following purposes:

The perpetual right to enter on, construct, reconstruct, lay, maintain, replace, operate and patrol a line or lines of pipe with all necessary appurtenances thereto, for the conveyance of water and for all purposes connected therewith of the City, its successors and assigns, over, under, along, across, and upon the land described herein.

It is agreed and understood that said pipe line or lines shall be so laid that the top thereof shall be buried at least eighteen (18") inches below the existing natural surface of the ground except at low spots, where ravines or sloughs, not in cultivation, are crossed, at which points the top of the pipe line or lines may be at such elevations as the City may decide, provided it shall not interfere with continued use of the lands of the Grantor s and the drainage of adjacent lands owned by the undersigned Grantor s.

It is further agreed and understood that the City shall have the right to build at the surface of the ground such entrances to the pipe lines as may be required, provided that such openings will not be larger than 5 feet square and will not extend above the ground level more than xxxxxxxxxxxx xxxxxxxxxxxxxxxxxxxxxxxxx

It is further agreed and understood that after construction or any subsequent reconstruction or repairs, the area worked over shall be restored by the City to a condition of tillage comparable to that existing before work was begun.

It is further agreed and understood that no permanent buildings or structures are to be placed on the land covered by this easement by the Grantors or their successors in interest.

It is further agreed and understood that where necessary to remove or alter fences, or other property, the City will maintain suitable temporary fences and gates, and upon completion of construction work will either replace said fences and other property as it was before construction work was begun or make satisfactory settlement with the Grantor s.

It is further agreed and understood that the consideration herein named shall be payment in full for all damages sustained by the Grantor s for use of land, or inconvenience, during the time of construction; provided, however, that should any growing crops be destroyed, the same shall be paid for in addition to the above sum and at the current value of said crops.

It is further agreed and understood that should growing crops or other property be damaged by the City, or its agents, after construction work has been completed, as in the maintenance, repair or replacement of said pipe line or lines, then said Grantor s shall be paid the amount of such damage promptly as and when they occur.

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

IN WITNESS WHEREOF, the undersigned have executed this instrument this 12th day of September, 1967.

Witnesses:

x Mike M. Savelich

x Thelma C. Savelich

STATE OF OREGON)
) ss:
COUNTY OF LANE)

99249

On this day personally appeared before me Mike M. Savelich & Thelma Savelich, husband & wife, to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

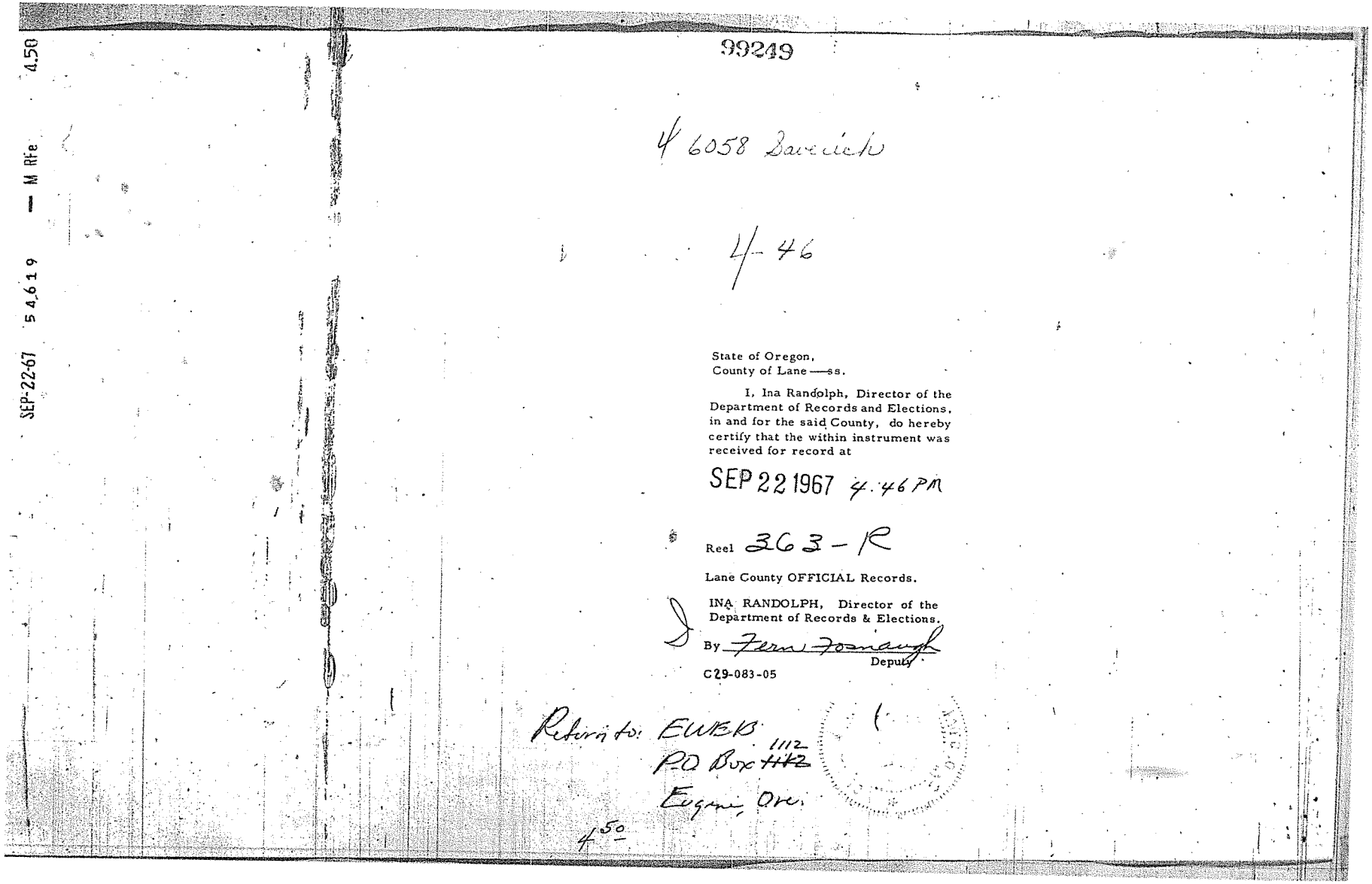
Given under my hand and official seal this 12 day of September,

S. OSGIAM NOTARY PUBLIC STATE OF OREGON

Notary Public in and for the State of Oregon

Residing at Eugene

My commission expires: June 18, 1970



99249

4 6058 Barrick

4-46

State of Oregon,
County of Lane —ss.

I, Ina Randolph, Director of the Department of Records and Elections, in and for the said County, do hereby certify that the within instrument was received for record at

SEP 22 1967 4:46 PM

Reel 363-R

Lane County OFFICIAL Records.

INA RANDOLPH, Director of the Department of Records & Elections.

By Jerri Jernaugh
Deputy

C29-083-05

Return to: EWEB
1112
PO Box 1412
Eugene, Ore.

4.50

SEP-22-67 546 19 — M Rfe 4.50

Approved for Recording
by City of Eugene
Date 03-06-95
Deputy City Recorder

9514753

(CU 94-11)
NOTICE OF AGREEMENT

KNOW ALL BY THESE PRESENTS: That US West/New Vector, hereinafter referred to as "Developer," and the City of Eugene, a municipal corporation of the State of Oregon, hereinafter referred to as "City," have entered into an agreement governing a conditional use permit granted by the Eugene Hearings Official. The conditional use permit was granted to allow the installation and operation of a cellular telephone transmission tower and control building on Tax Lots 300 and 700 -- Assessor's Map 18-03-03 4 0, a legal description of which is attached as Exhibit "A" and by this reference incorporated herein.

The use and development of the above property is governed by the terms and conditions of that Conditional Use Permit Agreement and the attached plans and specifications made by and between said parties on the above date. Said Agreement and the approved plans are recorded in the City of Eugene Finance Division, and to which refcrence is hereby made for all matters and things therein contained.

IN WITNESS WHEREOF, the parties hereto have set their hand and seal this 1 day of March, 1995.

DEVELOPER
US West/New Vector

BY: 2 [illegible] 95 (date)
Galen Ohmart
Developer's Representative

CITY OF EUGENE

BY: 3/1/95 (date)
Principal Planner

Z525MAR.15'95H08REC 15.00
Z525MAR.15'95H08PFUND 10.00

STATE OF OREGON)
) ss. (FIRST PARTY)
COUNTY OF LANE)

On this 28 day of February, 1995, before me, the undersigned, a notary public in and for the said county and state, personally appeared the within-named Galen Ohmart who is known to me to be the identical individual described herein and who executed the same freely and voluntarily.

Seal:

OFFICIAL SEAL
APRIL HATCHER
NOTARY PUBLIC - OREGON
COMMISSION NO.019698
MY COMMISSION EXPIRES NOV. 26, 1996

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

April Hatcher
Notary Public
My Commission Expires:
11-25-96

AFTER RECORDING, RETURN TO:
CITY RECORDER
CITY OF EUGENE
FINANCE DEPARTMENT

9514753

Parcel Description

Assessor's Map 18-03-03-40
Tax Lot 300

That part of the Daniel McVay Donation Land Claim No. 63, Township 18 South, Range 3 West of the Willamette Meridian, described as: Beginning at a point on the Easterly line of the right-of-way for Primary State Highway No. 1, said point being North 2471.5 feet and West 824.1 feet from the Southeast corner of Section 3, Township 18 South, Range 3 West of the Willamette Meridian, thence along a curve to the right of 1542.5 feet radius a distance of 274.8 feet (the long chord of which curve bears South 22° 28' East, 274.2 feet); thence on a spiral curve to the right a distance of 197.3 feet (the long chord of which curve bears South 14° 14' East a distance of 196.9 feet); thence South 47° 57' East, 153.9 feet; thence North 42° 03' East, 291.0 feet; thence North 6° 21' West, 313.0 feet to the Westerly line of the Southern Pacific Railroad's right-of-way; thence following the Westerly line of said railway right-of-way bearing Northwesterly a distance of 857 feet, more or less to a point North of the point of beginning; thence South 734 feet to the point of beginning, in Lane County, Oregon;

EXCEPT that certain tract conveyed to the State of Oregon by deed recorded July 8, 1955, Reception No. 60622, Lane County Oregon Deed Records, in Lane County, Oregon;

ALSO EXCEPT that certain tract conveyed to the State of Oregon by deed recorded November 23, 1960, Reception No. 16196, Lane County Oregon Deed Records, in Lane County, Oregon.

9514753

Parcel Description

Assessor's Map 18-03-03-40
Tax Lot 700

Beginning at a point on the East line of the right-of-way of the Eugene to Goshen Highway opposite and 110 feet distant from the Highway Station 282.00 as described in that certain deed from C. A. Huntington, et ux, to the State of Oregon, recorded in Book 249, Page 356, Lane County Oregon Deed Records, said point also being 539.2 feet North 444.2 feet West of the Southeast corner of Section 3, Township 18 South, Range 3 West of the Willamette Meridian; and running thence Northerly along the Easterly line of said proposed highway to the beginning point of the third course of the description of the property conveyed to Elmer E. Stewart, et ux, to David Travis by deed recorded in Book 325, Page 507, in Lane County Oregon Deed Records; thence following the Southerly and Easterly line of said Travis property South 47° 57' East, 153.9 feet, North 42° 03' East, 291.0 feet and North 6° 21' West, 313.0 feet to the Westerly line of the Southern Pacific Railroad right-of-way; thence Southeasterly along the West of said right-of-way to the intersection of the center line of the County Road leading from Springfield Junction to Goshen (now known as U.S. Highway 99); thence following the centerline of said road in a Southerly direction to the Northeast corner of the property conveyed by Elmer E. Stewart, et ux, to J. F. Twohey by deed recorded in Book 315, Page 496, Lane County Oregon Deed Records and thence following the Northerly line of said Twohey property North 35° 37' West 69 feet and North 69° 53' West 347.2 feet to the place of beginning, in Lane County, Oregon;

EXCEPT THEREFROM those portion conveyed to the State of Oregon, by and through its State Highway Commission, by those Warranty Deeds recorded September 14, 1953, Reception No. 12501, recorded November 23, 1960, Reception No. 16196, and recorded December 16, 1965, Reception No. 29995, Lane County Oregon Deed Records, in Lane County, Oregon.

9514753

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

15 MAR 95 10: 23

Reel 2047R

Lane County OFFICIAL Records.
Lane County Clerk

By: _____ County Clerk

ORIGINAL

9529025

EUGGLENWOOD1

25-
10-
20-

FILED FOR RECORD AT REQUEST OF
AND WHEN RECORDED RETURN TO:
U S WEST NewVector Group, Inc.
Attn: Real Estate and Construction Department
3350 161st Ave SE
P. O. Box 91211
Bellevue, WA 98009-9211

3466MAY.24'95H06REC 25.00
3466MAY.24'95H06PFUND 10.00
3466MAY.24'95H06A&T FUND 20.00

MEMORANDUM OF OPTION & LEASE AGREEMENT

This Memorandum dated this 26th day of September, 1994 by and between Edward L. Macauley (hereinafter "Lessor") and Eugene-Springfield Limited Partnership, c/o US WEST NewVector Group, Inc. 3350 161st Avenue S.E., P.O. Box 91211; Bellevue, Washington 98009-9211 (hereinafter "Tenant"), is a record of that Option & Lease Agreement (hereinafter "Agreement") between Lessor and Tenant dated September 26, 1994 which Agreement includes in part the following terms:

1. Leased Premises. The Agreement pertains to real property which is described in Exhibit "A" (hereinafter "Property"), which is attached hereto and incorporated herein by this reference.

2. Term of Agreement and Options to Extend. The initial term of the Agreement is for a five-year (5) period commencing on the date the Option is exercised by the Tenant. Tenant has options to extend the Agreement term for four (4) consecutive five-year (5) periods. Tenant may, under certain conditions, elect to further extend the term thereof.

3. Successors and Assigns. The terms, covenants and provisions of the Agreement extend to and are binding upon the respective executors, administrators, heirs, successors and assigns of Lessor and Tenant.

4. Ratification of Lease. The parties by this Memorandum intend to record a reference to the Agreement and do hereby ratify and confirm all

of the terms and conditions of the Agreement and do hereby declare that the real property described in Exhibit "A" attached hereto is in all respects subject to all of the applicable provisions contained in the Agreement.

LESSOR: Edward L. Macauley

By: Edward L. Macauley

Its: _____

Date: 10-10-94

TENANT: Eugene-Springfield Limited Partnership, by US WEST NewVector Group,Inc, its General Partner

By: _____

Its: Director Field Operations

Date: 10-27-94

ML002
9-1-93

9529025

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Oregon)
)ss.
COUNTY OF Lane)

On this day personally appeared before me Edward L. Macauley, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 10th day of October, 1994.

OFFICIAL SEAL
JANET M. DOOLITTLE
NOTARY PUBLIC - OREGON
COMMISSION NO. 008141
MY COMMISSION EXPIRES JULY 14, 1995

Janet M. Doolittle
Notary Public in and for the State of Oregon
residing at Cottage Grove
My appointment expires: 7-14-95

PARTNERSHIP ACKNOWLEDGMENT

STATE OF Washington)
)ss.
COUNTY OF King)

On this 27 day of October, 1994, before me personally appeared Robert F. Swaine, to me known to be the Director Field Operations of US WEST NewVector GROUP, INC., the general partner of EUGENE-SPRINGFIELD LIMITED PARTNERSHIP the partnership that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said partnership, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument and that the seal affixed, if any, is the seal of said partnership.

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

BECKY JACKMAN-HAWES
NOTARY PUBLIC
STATE OF WASHINGTON
COMMISSION EXPIRES MARCH 26, 1998

Becky Jackman-Hawes
Notary Public in and for the State of WASHINGTON
residing at KING COUNTY
My appointment expires: 3-26-98

Exhibit A

PROPERTY DESCRIPTION

PARCEL 1:

That part of the Daniel McVay Donation Land Claim No. 63, Township 18 South, Range 3 West of the Willamette Meridian, described as: Beginning at a point on the Easterly line of the right of way for Primary State Highway No. 1, said point being North 2471.5 feet and West 824.1 feet from the Southeast corner of Section 3, Township 18, South, Range 3 West of the Willamette Meridian; thence along a curve to the right of 1542.5 feet radius a distance of 274.8 feet (the long chord of which curve bears South 22° 28' East, 274.2 feet); thence on a spiral curve to the right a distance of 197.3 feet (the long chord of which curve bears South 14° 14' East a distance of 196.9 feet); thence South 47° 57' East, 153.9 feet; thence North 42° 03' East, 291.0 feet; thence North 6° 21' West, 313.0 feet to the Westerly line of the Southern Pacific Railroad's right of way; thence following the Westerly line of said railway right of way bearing Northwesterly a distance of 857 feet, more or less to a point North of the point of beginning; thence South 734 feet to the point of beginning, in Lane County, Oregon;

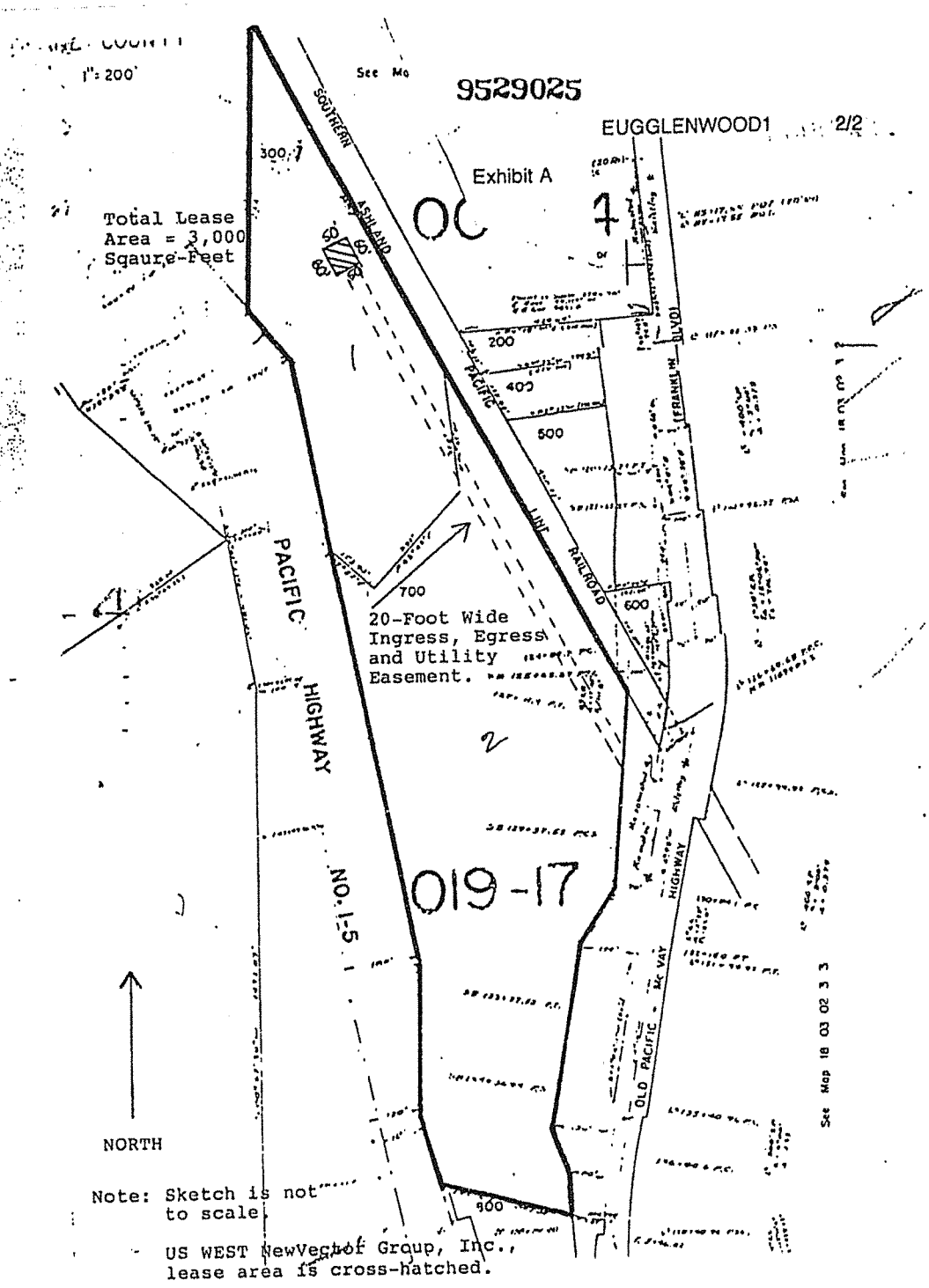
EXCEPT that certain tract conveyed to the State of Oregon by deed recorded July 8, 1955, Reception No. 60622, Lane County Oregon Deed Records, in Lane County, Oregon;

ALSO EXCEPT that certain tract conveyed to the State of Oregon by deed recorded November 23, 1960, Reception No. 16196, Lane County Oregon Deed Records, in Lane County, Oregon.

PARCEL 2:

Beginning at a point on the East line of the right of way of the Eugene to Goshen Highway opposite and 110 feet distant from the Highway Station 282.00 as described in that certain deed from C. A. Huntington, et ux, to the State of Oregon, recorded in Book 249, Page 356, Lane County Oregon Deed Records, said point also being 539.2 feet North 444.2 feet West of the Southeast corner of Section 3, Township 18 South, Range 3 West of the Willamette Meridian; and running thence Northerly along the Easterly line of said proposed highway to the beginning point of the third course of the description of the property conveyed to Elmer E. Stewart, et ux, to David Travis by deed recorded in Book 325, Page 507, Lane County Oregon Deed Records; thence following the Southerly and Easterly line of said Travis property South 47° 57' East, 153.9 feet, North 42° 03' East, 291.0 feet and North 6° 21' West, 313.0 feet to the Westerly line of the Southern Pacific Railroad right of way; thence Southeasterly along the West of said right of way to the intersection of the centerline of the County Road leading from Springfield Junction to Goshen (now known as U.S. Highway 99); thence following the centerline of said road in a Southerly direction to the Northeast corner of the property conveyed by Elmer E. Stewart, et ux, to J. F. Twohey by deed recorded in Book 315, Page 496, Lane County Oregon Deed Records and thence following the Northerly line of said Twohey property North 35° 37' West 69 feet and North 69° 53' West 347.2 feet to the place of beginning, in Lane County, Oregon;

EXCEPTING THEREFROH those portion conveyed to the Sate of Oregon, by and through its State Highway Commission, by those Warranty Deeds recorded September 14, 1953, Reception No. 12501, recorded November 23, 1960, Reception No. 16196, and recorded December 16, 1965, Reception No. 29995, Lane County Oregon Deed Records, in Lane County, Oregon.


1" = 200'
See Map
9529025
EUGGLENWOOD1
2/2
Exhibit A
Total Lease Area = 3,000 Sqaure-Feet
SOUTHERN PACIFIC RAILROAD
ASHLAND
300
200
400
500
600
700
800
900
PACIFIC HIGHWAY NO. 1-5
20-Foot Wide Ingress, Egress and Utility Easement.
019-17
OLD PACIFIC HIGHWAY
NORTH
Note: Sketch is not to scale.
US WEST NewVector Group, Inc., lease area is cross-hatched.
See Map 18 03 02 3 3

9529025

RECEIVED
9529025 1995
REAL ESTATE & CONSTR. POLICY
125 WEST 11TH AVE

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

MAY 25 2:51

Reel 2066

Lane County OFFICIAL Records
Lane County Clerk

By: _____
County Clerk

10" ; 10-day

9735823

MD 96-17

Approved for Recording
by City of Eugene
Date: 5/28/97
Deputy City Recorder

NOTICE OF AGREEMENT Conditional Use

KNOW ALL BY THESE PRESENTS: That Christina A Simon AirTouch Cellular/US West/New Vector, hereinafter referred to as "Developer," and the City of Eugene, a municipal corporation of the State of Oregon, hereinafter referred to as "City," have entered into an agreement governing a modification (MD 96-17) to conditional use permit CU 94-11 granted by the Eugene Planning Director. The modification was granted to allow replacement of a 50-foot tower with a 100-foot telecommunications monopole tower on Lot 300--Assessor's Map 18-03-03 4 0, a legal description of which is attached as Exhibit "A".

The use and development of the above property is governed by the terms and conditions of that Conditional Use Permit Agreement and the attached plans and specifications made by and between said parties on the above date. Said Agreement and the approved plans are recorded in the City of Eugene Finance Division, and to which reference is hereby made for all matters and things therein contained.

IN WITNESS WHEREOF, the parties hereto have set their hand and seal this 14 day of May, 1997.

1109MAY.28'97H02*REC 10.00
1109MAY.28'97H02*PFUND 10.00

DEVELOPER
AirTouch Cellular/US West/New Vector

CITY OF EUGENE

BY: [signature] 5/14/97 (date)

BY: [signature] Principal Planner 5/28/97 (date)

Christina Simon, Mgr. Construction/Acquisition
Please print name and title

STATE OF OREGON)
) ss. (FIRST PARTY)
COUNTY OF LANE) MULTNOMAH

On this 14TH day of May, 1997, before me, the undersigned, a notary public in and for the said county and state, personally appeared the within-named CHRISTINA SIMON who is known to me to be the identical individual described herein and who executed the same freely and voluntarily.

Seal:

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

[signature]
Notary Public
My Commission Expires:

OFFICIAL SEAL
MANDIA L. STEWART
NOTARY PUBLIC - OREGON
COMMISSION NO.028063
MY COMMISSION EXPIRES SEPT. 19, 1997

AFTER RECORDING, RETURN TO:
CITY RECORDER
CITY OF EUGENE
FINANCE DEPARTMENT

[redacted]

9735823

Exhibit A

Parcel Description

Assessor's Map 18-03-03-40
Tax Lot 300

That part of the Daniel McVay Donation Land Claim No. 63, Township 18 South, Range 3 West of the Willamette Meridian, described as: Beginning at a point on the Easterly line of the right-of-way for Primary State Highway No. 1, said point being North 2471.5 feet and West 824.1 feet from the Southeast corner of Section 3, Township 18 South, Range 3 West of the Willamette Meridian, thence along a curve to the right of 1542.5 feet radius a distance of 274.8 feet (the long chord of which curve bears South 22° 28' East, 274.2 feet); thence on a spiral curve to the right a distance of 197.3 feet (the long chord of which curve bears South 14° 14' East a distance of 196.9 feet); thence South 47° 57' East, 153.9 feet; thence North 42° 03' East, 291.0 feet; thence North 6° 21' West, 313.0 feet to the Westerly line of the Southern Pacific Railroad's right-of-way; thence following the Westerly line of said railway right-of-way bearing Northwesterly a distance of 857 feet, more or less to a point North of the point of beginning; thence South 734 feet to the point of beginning, in Lane County, Oregon;

EXCEPT that certain tract conveyed to the State of Oregon by deed recorded July 8, 1955, Reception No. 60622, Lane County Oregon Deed Records, in Lane County, Oregon;

ALSO EXCEPT that certain tract conveyed to the State of Oregon by deed recorded November 23, 1960, Reception No. 16196, Lane County Oregon Deed Records, in Lane County, Oregon.

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 MAY 28 AM 9:52

Reel **2299R**

Lane County OFFICIAL Records
Lane County Clerk

By: David S. Sukert
County Clerk

DIVISION OF CHIEF DEPUTY CLERK
LANE COUNTY DEEDS AND RECORDS

76.00

00044733200032924011

2000032924 1:49:12 PM 06/09/2000
RPR LEAS 1 - 5 CASHIER 01
55.00 10.00 11.00

55
10
11

Return To Address:

Sullivan & Worcester LLP
One Post Office Square
Boston, Massachusetts 02109
Attn: Rosemary M. Cronin, Paralegal

Prepared By:

Gregory Caligari, Esquire
c/o AirTouch Communications, Inc.
One California Street, 21st Floor
San Francisco, California 94111

Memorandum of Sublease

Sublessor:

AirTouch Communications, Inc
c/o AirTouch Communications, Inc.
One California Street, 21st Fl.
San Francisco, CA 94111

Sublessee:

American Tower Delaware Corporation
c/o American Tower Corporation
116 Huntington Avenue
Boston, Massachusetts 02116

Legal Description:

1. Schedule 1 – Legal description of Sublessor's property
2. Schedule 2 – Description of Subleased property

PV 255-

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:
American Towers, Inc.
116 Huntington Avenue, 11th Floor
Boston, MA. 02116

Attn: Site Designation Supplement Coordinator

ORIGINAL

(Space above this line for Recorder's use)

MEMORANDUM OF SUBLEASE

This MEMORANDUM OF SUBLEASE, made and entered into as of this 19TH day of JANUARY, 2000 by and between AIRTOUCH COMMUNICATIONS, INC. ("Sublessor") and ***American Tower Delaware Corporation, a Delaware corporation*** ("Sublessee"). **

1. Pursuant to Site Designation Supplement number PV285, effective JANUARY 19, 2000, which is governed by the terms and conditions of that certain Sublease entered into between Sublessor, Sublessee and other parties identified therein on JANUARY 19, 2000, which is incorporated herein by this reference, Sublessor subleased to Sublessee, and Sublessee subleased from Sublessor, the Subleased Property (defined below).

The Commencement Date for the Site Designation Supplement is JANUARY 19, 2000

2. Notices with respect to the Site Designation Supplement shall be, in addition to the notice address in the Sublease, directed to:

AirTouch Cellular, Inc.
3350 161st. Avenue SE, M/S 231
Bellevue, WA 98008
Attn: Manager, Site Development

3. The Subleased Property subleased to Sublessee under the Site Designation Supplement is a portion of the real property commonly known as EUGGLENWOOD - 285 and more specifically described in Schedule 1 attached hereto.

4. In the event of any conflict between this Memorandum of Sublease and the Sublease (and Site Designation Supplement), the terms of the Sublease (and Site Designation Supplement) shall control.

Address of Sublessee:
c/o American Towers, Inc.
116 Huntington Ave., 11th Floor
Boston, MA 02116

Project Vertical Number - 285

IN WITNESS WHEREOF, Sublessor and Sublessee have duly executed this Memorandum of Sublease as of the day and year above written.

SUBLESSOR:

AirTouch Communications, Inc.

By: Bob Swaine

Name: Bob Swaine

Title: Vice President, Network Ops/Eng

Date: 12/10/99

Tax ID#: 94-3213132

SUBLESSEE:

American Tower Delaware Corporation, a Delaware corporation

By: J R Black

Name: JONATHAN R. BLACK

Title: VICE PRESIDENT

Date: 1/19/00

Tax ID#: 04-3481371

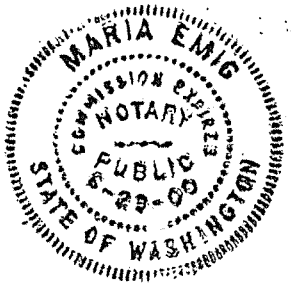
MAILING ADDRESS:
C/O AMERICAN TOWERS, INC.
116 HUNTINGTON AVENUE, 11TH FLOOR
BOSTON, MA 02116

Project Vertical Number - 285

STATE OF WASHINGTON)
) SS.
COUNTY OF KING)

On this 10th day of December, 1999, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **Robert Swaine** to me known to be the **Vice-President of Operations-Engineering** of AirTouch Communications, Inc., the corporation that executed the foregoing instrument and acknowledged the said instrument to be free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath stated that he/she is authorized to execute the said instrument.

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



Print or Type Name: Maria Emig
Notary Public in and form the State of WA.
residing at: Tacoma, WA
My appointment expires: 6/29/00

Project Vertical Number: 285

CORPORATE ACKNOWLEDGEMENT

COMMONWEALTH OF MASSACHUSETTS)
) SS
COUNTY OF SUFFOLK)

On this 19 day of JANUARY, 2000, before me, the undersigned, a Notary Public in and for the Commonwealth of Massachusetts, duly commissioned and sworn, personally appeared Jonathan R. Black, to me known to be the Vice-President of American Tower Delaware Corporation, a Delaware corporation, the corporation that executed the foregoing instrument and acknowledged the said instrument to be to free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument.

WITNESS my hand and official seal hereto affixed the day and year first above written.

Print Name: ROBIN E. GLENNON, II
Notary Public in and for the Commonwealth of Massachusetts
My commission expires: 10/20/2006

SITE DESIGNATION SUPPLEMENT NUMBER PV 285

This Site Designation Supplement is governed by the terms and conditions of that certain Sublease entered into between AirTouch Communications, Inc., American Tower Delaware Corporation and the other parties named therein, on JANUARY 19, 2000, which is incorporated herein by this reference.

The Commencement Date for this Site Designation Supplement is JANUARY 19, 2000

This Site Designation Supplement relates to "Project Vertical Site Number" PV 285

Schedule 1 ("Legal Description of Sublessor's Property"), Schedule 2 ("Description of Subleased Property") and Schedule 3 ("Reserved Space Supplement") attached hereto are hereby incorporated into this Site Designation Supplement by this reference.

Concurrent herewith, a "Memorandum of Sublease" is being prepared and executed by "Sublessor" and "Sublessee" (each as defined in the Memorandum of Sublease), which Memorandum of Sublease corresponds with this Site Designation Supplement. This Site Designation Supplement shall be deemed to be duly executed and approved by Sublessor and Sublessee upon execution by such parties of the corresponding Memorandum of Sublease.

Schedule 1

Page __1__ of __3__

LEGAL DESCRIPTION OF SUBLESSOR'S PROPERTY

Street address: **E. OF I-5 & N. OF FRANKLIN BLVD W. SOUTHERN PAC RR**
City:
State: **Oregon**
Zip:

All that real property located in the State of Oregon, County of LANE, described as follows:

The Sublessor's property of which the Subleased Property is a part is legally described as follows:

ON THE FOLLOWING PAGE:

SITE ID: See Section 3 of Memorandum of Sublease

GROUND LESSOR'S PROPERTY: See "Property Legal Description"

DESCRIPTION OF SUBLESSOR'S PROPERTY: See "Premises Description" if available

Project Vertical Number: 285

9529025 SCHEDULE 1

Exhibit A

PROPERTY DESCRIPTION

PARCEL 1:

That part of the Daniel McVay Donation Land Claim No. 63, Township 18 South, Range 3 West of the Willamette Meridian, described as: Beginning at a point on the Easterly line of the right of way for Primary State Highway No. 1, said point being North 2471.5 feet and West 824.1 feet from the Southeast corner of Section 3, Township 18, South, Range 3 West of the Willamette Meridian; thence along a curve to the right of 1542.5 feet radius a distance of 274.8 feet (the long chord of which curve bears South 22° 28' East, 274.2 feet); thence on a spiral curve to the right a distance of 197.3 feet (the long chord of which curve bears South 14° 14' East a distance of 196.9 feet); thence South 47° 57' East, 153.9 feet; thence North 42° 03' East, 291.0 feet; thence North 6° 21' West, 313.0 feet to the Westerly line of the Southern Pacific Railroad's right of way; thence following the Westerly line of said railway right of way bearing Northwesterly a distance of 857 feet, more or less to a point North of the point of beginning; thence South 734 feet to the point of beginning, in Lane County, Oregon;

EXCEPT that certain tract conveyed to the State of Oregon by deed recorded July 8, 1955, Reception No. 60622, Lane County Oregon Deed Records, in Lane County, Oregon;

ALSO EXCEPT that certain tract conveyed to the State of Oregon by deed recorded November 23, 1960, Reception No. 16196, Lane County Oregon Deed Records, in Lane County, Oregon.

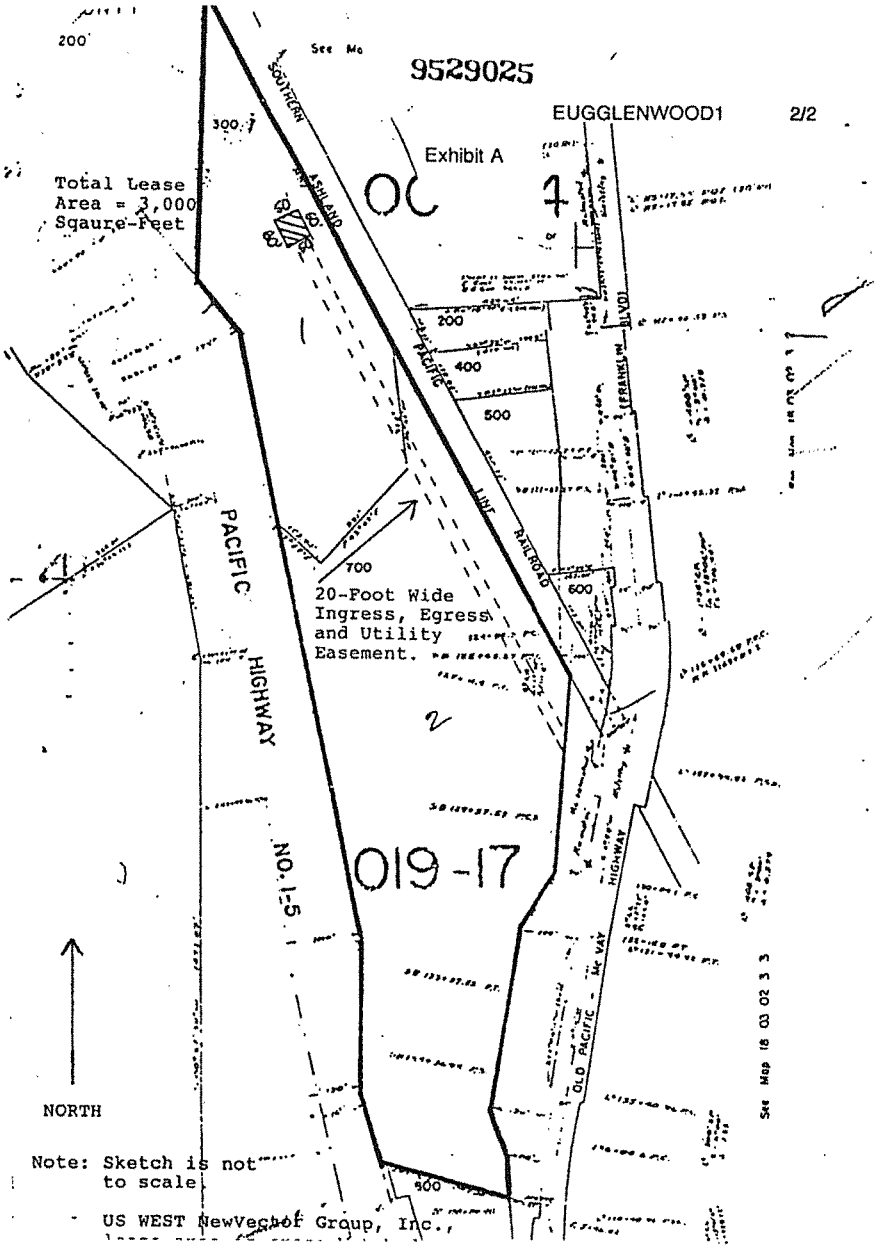
PARCEL 2:

Beginning at a point on the East line of the right of way of the Eugene to Goshen Highway opposite and 110 feet distant from the Highway Station 282.00 as described in that certain deed from C. A. Huntington, et ux, to the State of Oregon, recorded in Book 249, Page 356, Lane County Oregon Deed Records, said point also being 539.2 feet North 444.2 feet West of the Southeast corner of Section 3, Township 18 South, Range 3 West of the Willamette Meridian; and running thence Northerly along the Easterly line of said proposed highway to the beginning point of the third course of the description of the property conveyed to Elmer E. Stewart, et ux, to David Travis by deed recorded in Book 325, Page 507, Lane County Oregon Deed Records; thence following the Southerly and Easterly line of said Travis property South 47° 57' East, 153.9 feet, North 42° 03' East, 291.0 feet and North 6° 21' West, 313.0 feet to the Westerly line of the Southern Pacific Railroad right of way; thence Southeasterly along the West of said right of way to the intersection of the centerline of the County Road leading from Springfield Junction to Goshen (now known as U.S. Highway 99); thence following the centerline of said road in a Southerly direction to the Northeast corner of the property conveyed by Elmer E. Stewart, et ux, to J. F. Twohey by deed recorded in Book 315, Page 496, Lane County Oregon Deed Records and thence following the Northerly line of said Twohey property North 35° 37' West 69 feet and North 69° 53' West 347.2 feet to the place of beginning, in Lane County, Oregon;

EXCEPTING THEREFROM those portion conveyed to the Sate of Oregon, by and through its State Highway Commission, by those Warranty Deeds recorded September 14, 1953, Reception No. 12501, recorded November 23, 1960, Reception No. 16196, and recorded December 16, 1965, Reception No. 29995, Lane County Oregon Deed Records, in Lane County, Oregon.

PV# 285

SCHEDULE 1
Page 3 of 3.



PV# 285

Schedule 2

DESCRIPTION OF SUBLEASED PROPERTY

The location of the Subleased Property within the Sublessor's property together with access, ingress, egress, easements and utilities are more particularly described or depicted as follows:

A. Sublessor's Property described or depicted in Schedule 1

B. A 100 foot PIROD MONO Tower and ground ring (if separate)

C. All other physical improvements,

less and except in each instance
(1) the Reserved Space thereof described in Schedule 3;
(2) any Sublessor's Improvements and Communications Equipment on such Site, and
(3) Improvements of Existing Space Subtenants described as follows:

No Collocator At This Site

Project Vertical Number: 285

Schedule 3

RESERVED SPACE SUPPLEMENT

[This is a replacement page; the actual Schedule 3 is on file with American Tower Delaware Corporation.]

ELT-2002-08

RETURN TO EVERGREEN LAND TITLE CO.

AFTER RECORDING, RETURN TO
Springfield Utility Board
1001 Main Street
Springfield, OR 97477

Division of Chief Deputy Clerk
Lane County Deeds and Records

2002-058538

$226.00

00320371200200585380050058

08/02/2002 10:21:51 AM

RPR-DEED Cnt=2 Stn=6 CASHIER 03
$5.00 $25.00 $175.00 $11.00 $10.00

QUITCLAIM AND ASSIGNMENT OF POWER LINE EASEMENTS AND ELECTRIC FACILITIES

The Grantor, THE UNITED STATES OF AMERICA, acting by and through the Department of Energy, Bonneville Power Administration, for and in consideration of ONE HUNDRED FIFTY THOUSAND DOLLARS ($150,000) and other valuable consideration, hereby releases and quitclaims to SPRINGFIELD UTILITY BOARD and its successors and assigns all of the Grantor's right, title, and interest in and to the real property described in Exhibit A, attached hereto and made a part hereof, together with all of the Grantor's right, title, and interest in and to any and all fixtures and other electric transmission facilities, if any, located on the land described in Exhibit A. The property conveyed herein is known as the Bonneville Power Administration's Alvey-Springfield 115 kV Line No. 1 and is situated in Lane County, Oregon. In addition to the real estate and transmission facilities described above, the Grantor hereby releases and quitclaims to Springfield Utility Board and its successors and assigns any and all electric transmission facilities that are a part of the said Alvey-Springfield 115 kV Line No. 1 but are not located on the land described in Exhibit A, including, but not necessarily limited to, portions of the said transmission line that are located inside the fenced substation yard on the Grantor's land at its Alvey Substation in Section 14, Township 18 South, Range 3 West, W.M. Grantor also hereby conveys to Springfield Utility Board a perpetual easement and right to enter and to operate, maintain, repair, rebuild, and patrol those portions of the Alvey-Springfield 115 kV Line No. 1 that are located outside the fenced substation yard but within the parcel owned by the United States at the Bonneville Power Administration's said Alvey Substation, as shown on the drawing that is attached as Page 3 of Exhibit A.

TO HAVE AND TO HOLD the property herein granted unto Springfield Utility Board and its successors and assigns forever.

IN WITNESS WHEREOF, the Grantor, by its duly authorized representative, has executed this deed pursuant to the delegation of authority promulgated in the Act of August 20, 1937 (50 Stat. 731, 16 U.S.C. §832), as amended, and regulations and delegations of authority issued pursuant thereto, the provisions of which have been met.

Dated this 13 day of September, 2001.

THE UNITED STATES OF AMERICA

By: John R Cowger

John R. Cowger
Manager, Real Property Services
Bonneville Power Administration

ACKNOWLEDGMENT

State of Oregon)
) ss
County of Multnomah)

On this 13th day of September 2001, before me personally appeared John R. Cowger, known to me or proved to me on the basis of satisfactory evidence to be the person or persons who executed the within instrument as the Manager, Real Property Services, Bonneville Power Administration;

acknowledged to me that ____he executed the same freely and voluntarily in such capacity; and on oath stated that ____he was/were authorized to execute said instrument in such official or representative capacity.

OFFICIAL SEAL
REBECCA HALLGARTH
NOTARY PUBLIC-OREGON
COMMISSION NO. 335172
MY COMMISSION EXPIRES JUNE 4, 2004

Rebecca Hallgarth
Notary public in and for
the State of Oregon

Residing at Portland, OR

My commission expires 6/4/2004

Attached to *Quitclaim and Assignment of Power Line Easements and Electric Facilities*, from the United States of America to Springfield Utility Board

EXHIBIT A

Attached to and incorporated in *Quitclaim and Assignment of Power Line Easement and Electric Facilities*, from the United States of America to Springfield Utility Board

1) Easements reserved by the United States in *Quitclaim Deed and Bill of Sale* recorded on July 2, 1997, in Book 2311R under Auditor's File No. 9744785 in the records of Lane County, Oregon.

2) Easements conveyed to the United States by the documents recorded in the records of Lane County, Oregon, as follows:

BPA Tract Number	County Recording Data	Recording Date
G-S-1-A-1	Recorder's No. 75974	June 2, 1952
G-S-1-A-1A	Book 455, Page 312	February 27, 1952
G-S-1-A-1AXW1	Recorder's No. 28990	May 13, 1961
G-S-1-A-1B	[Civil No. 6413] Book 461, Page 33	May 27, 1952
G-S-1-A-1BXW1	Recorder's No. 65060	April 14, 1959
G-S-1-A-1CXW1/G-S-R-3-A-28A	Recorder's No. 33162	January 14, 1966
G-S-2-A-1C	Recorder's No. 28358	April 7, 1961
G-S-2-A-1D	Book 455, Page 245	February 26, 1952
G-S-2-A-1E	Book 455, Page 318	February 27, 1952
G-S-2-A-1F	Book 455, Page 315	February 27, 1952
G-S-2-A-1G	Recorder's No. 80257	July 18, 1952
G-S-2-A-1H	Book 461, Page 20	May 27, 1952
G-S-2-A-1I	Book 457, Page 461	April 3, 1952
G-S-2-A-1J	Recorder's No. 96490	February 10, 1953
G-S-2-A-1M	Recorder's No. 81823	August 6, 1952
G-S-2-GA-1L	Book 460, Page 533	May 26, 1952
G-S-3-A-4	Book 455, Page 176	February 25, 1952
G-S-3-A-5	Book 453, Page 469	January 29, 1952
G-S-3-A-7	Book 454, Page 644	February 19, 1952
G-S-3-A-8	Book 455, Page 561	March 4, 1952
G-S-3-A-9	Recorder's No. 86479	October 1, 1952
G-S-3-A-11, and 12	Book 461, Page 17	May 27, 1952
G-S-3-A-13	Recorder's No. 85731	September 23, 1952
G-S-3-GA-1J	Recorder's No. 10424	August 14, 1953
G-S-4-A-14	Book 453, Page 127	January 23, 1952
G-S-4-A-16	Book 455, Page 564	March 4, 1952
G-S-4-A-16B	Book 455, Page 321	February 27, 1952
G-S-4-A-17	Recorder's No. 27143	April 9, 1954
G-S-5-A-17XW1	Recorder's No. 84185	September 21, 1961
G-S-5-A-18, and 19	Recorder's No. 32247	June 21, 1954
G-S-5-A-20	Recorder's No. 32246	June 21, 1954
G-S-R-2-A-23	Recorder's No. 66605	April 18, 1962

G-S-R-2-A-25	Recorder's No. 53937	December 20, 1961
G-S-R-2-A-26	Recorder's No. 44030	September 25, 1961
G-S-R-3-A-29	Recorder's No. 36695	June 30, 1961
G-S-R-5-A-18, and 19	Recorder's No. 4706	July 15, 1960

* * *

Exhibit A
Attached to and incorporated into *Quitclaim and Assignment of Power Line Easement and Electric Facilities*, from the United States of America to Springfield Utility Board
Page 2 of 3 pages

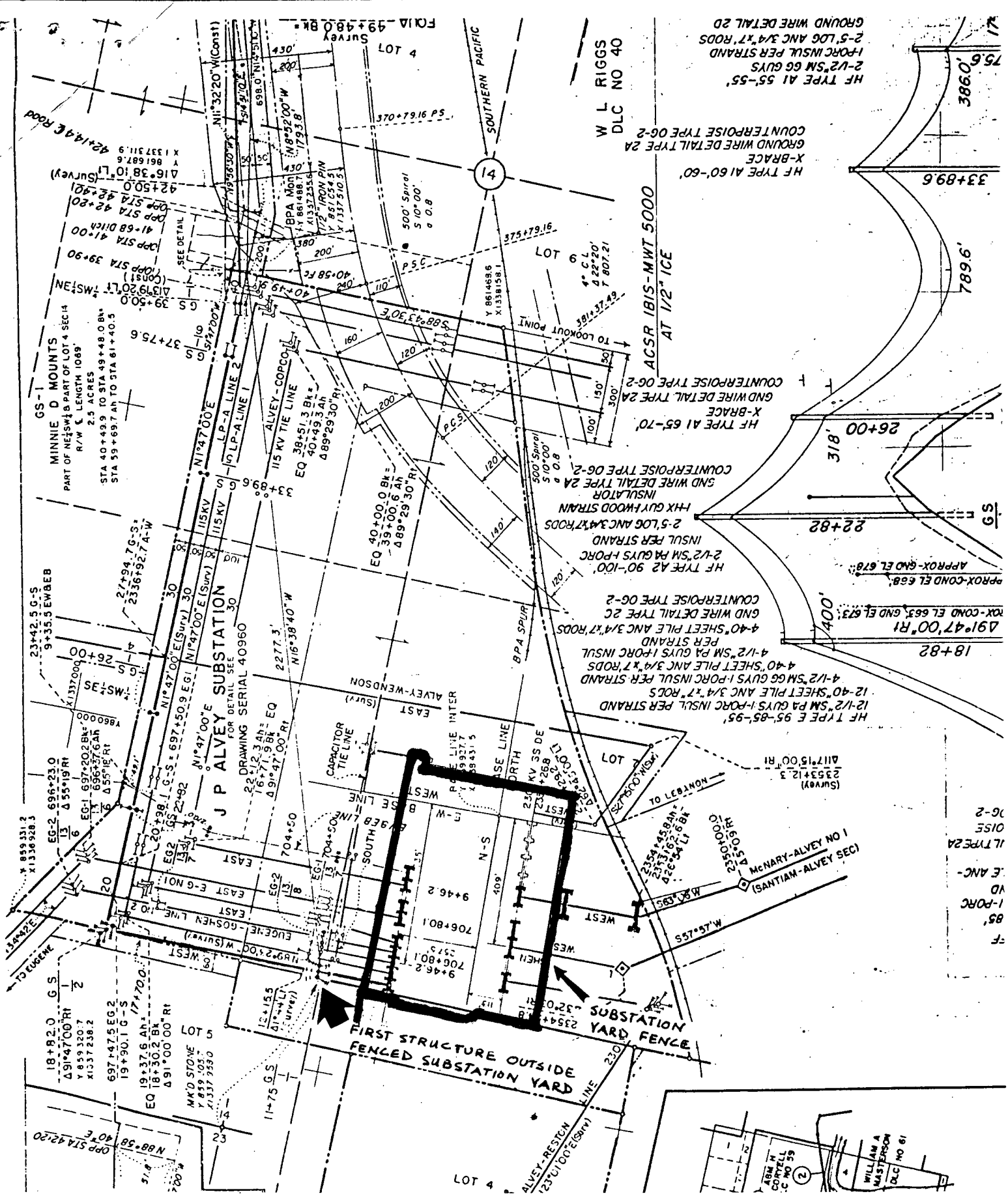


Exhibit A

Attached to and incorporated into *Quitclaim and Assignment of Power Line Easement and Electric Facilities*, from the United States of America to Springfield Utility Board

Division of Chief Deputy Clerk
Lane County Deeds and Records

2004-095229

$386.00

00651901200400952290690693

12/14/2004 01:50:36 PM

RPR-NT Cnt=1 Stn=5 CASHIER 05
$345.00 $20.00 $10.00 $11.00

After Recording Return To:
City Recorder, City of Springfield
225 Fifth Street
Springfield, OR 97477

Send All Tax Statements To:
City Recorder, City of Springfield
225 Fifth Street
Springfield, OR 97477

GLENWOOD URBAN RENEWAL PLAN
NOTICE

Springfield Economic Development Agency
225 Fifth Street
Springfield, OR 97477

Consideration: The consideration for this Glenwood Urban Renewal Plan is other than monetary.

Legal Description is attached as Exhibit 1.

City of Springfield, Oregon

Amy L. Sowa

City Recorder

(BAR CODE STICKER)

Division of Chief Deputy Clerk
Lane County Deeds and Records

2004-095229

$386.00

00651901200400952290690693

12/14/2004 01:50:36 PM

RPR-NT Cnt=1 Stn=5 CASHIER 05
$345.00 $20.00 $10.00 $11.00

After Recording Return To:
City Recorder, City of Springfield
225 Fifth Street
Springfield, OR 97477

Send All Tax Statements To:
City Recorder, City of Springfield
225 Fifth Street
Springfield, OR 97477

GLENWOOD URBAN RENEWAL PLAN
NOTICE

Springfield Economic Development Agency
225 Fifth Street
Springfield, OR 97477

Consideration: The consideration for this Glenwood Urban Renewal Plan is other than monetary.

Legal Description is attached as Exhibit 1.

City of Springfield, Oregon

City Recorder

(BAR CODE STICKER)

EXHIBIT 1-2

Beginning at the point of intersection of the centerline of the Interstate Highway I-5 right of way, in Section 33, Township17 South, Range 3 West of the Willamette Meridian, in Lane County, Oregon with the centerline of the Willamette River; thence along the City limits line, Easterly and Southerly (upstream) along the centerline of the Willamette River, 13,000 feet, more or less, to a point at right angles from a point on the Westerly bank where the Easterly right of way of the Southern Pacific Railroad intersect the Westerly bank (most southerly point of tax lot 17-03-02-32-03800); thence Westerly at right angles to the centerline of the river, 200 feet, more or less, to the last said point of intersection on the West bank of the Willamette River; thence Northerly along the Easterly right of way of the Southern Pacific Railroad to a point of intersection with the Easterly right of way of McVay Highway (State Highway 225); thence Southerly along the Easterly right of way of said Highway to a point of intersection with the Westerly right of way of the Southern Pacific Railroad; thence Westerly, crossing said Highway right of way to a point on the Westerly right of way which is the Southeast corner of that tract of land described in a deed from Helene Macauley to Edward Macauley filed and recorded September 27, 1982 in Reel 1212R at Reception No. 8228958, Lane County Official Records, Lane County, Oregon (current tax lot 1803034000700); thence Northwesterly along the Southerly line of the last said tract to the Southwest corner thereof, said point is on the Easterly right of way of Interstate Highway I-5; thence Southwesterly at right angles the centerline of I-5 120 feet, more or less to a point on the centerline of I-5; thence along the centerline of I-5 Northerly and Westerly, 10,000 feet, more or less to the point of beginning, all in Lane County, Oregon.

GLENWOOD URBAN RENEWAL PLAN

PART ONE – TEXT

November 15, 2004

Springfield Economic Development Agency
November 2004

Glenwood Urban Renewal Plan
Table of Contents

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100. THE GLENWOOD URBAN RENEWAL PLAN

A. General

The primary intention of this Glenwood Urban Renewal Plan is to assist in providing basic infrastructure for not only underdeveloped riverfront areas so it becomes ideal for high quality, mixed use development but also for underused vacant and underdeveloped industrial sites so they can become vital to the economic growth of the City and Lane County. This cannot readily be done without public involvement because of multiple ownerships; high land prices; and parcels of size, shape, and lack of access they are not conducive to development. The Urban Renewal Plan includes projects, activities, and actions which treat the causes of the blight and deterioration in the Glenwood Urban Renewal Area.

The Glenwood Urban Renewal Plan consists of Part One – Text and Part Two – Exhibits. The governing body of the City of Springfield acts as the Urban Renewal Agency of the City of Springfield and is accepted as the Urban Renewal Agency for the Glenwood Urban Renewal Plan by the Lane County Board of County Commissioners through the Board's approval of the Glenwood Urban Renewal Plan.

This Plan has been prepared pursuant to Oregon Revised Statutes (ORS) Chapter 457, the Oregon Constitution, and all applicable laws and ordinances of the State of Oregon, Lane County, and the City of Springfield respectively. All such applicable laws and ordinances are made part of this Plan, whether expressly referred to in the text or not.

The Urban Renewal Area is a single geographic area with a single continuous boundary in which a variety of activities and projects are contemplated to eliminate blight and the causes of blight and are intended to create an environment in which the private sector may develop uses compatible with the purposes of this Plan.

The Glenwood Urban Renewal Plan was approved by the Lane County Board of Commissioners on November 23, 2004 by Resolution No. 04-11-23.6 and the City Council of the City of Springfield on December 6, 2004 by Ordinance No. 6103.

B. The Renewal Plan Area Boundary

The boundary of the renewal area is shown in (Map) Exhibit 1 – Page 1, attached to this plan. A legal description of the project boundary is shown in Exhibit 1 – Page 2, attached to this Plan.

200. CITIZEN PARTICIPATION

This Urban Renewal Plan was developed under the guidance of the Springfield Economic Development Agency, Springfield City Council, and Lane County Board of Commissioners. In formulating the plan, City staff and Lane County staff conducted 14 public meetings, inviting the general public to discuss urban renewal concepts, and the renewal plan. All meetings were open to the public for discussion and comment.

The Lane County Commissioners met to review the concept of the Plan on September 22, 2004.

The Springfield Planning Commission met to review the Plan on October 12 and 19, 2004. This Urban Renewal Plan for the Glenwood Urban Renewal Area was reviewed by the Springfield Planning Commission on October 19, 2004 after a Public Hearing. The Springfield Planning Commission recommended the Springfield City Council approve the Glenwood Urban Renewal Plan.

The Lane County Board of County Commissioners met to review the Plan on November 10, 2004 and considered the adoption of this Plan on November 23, 2004.

Special notice was mailed on October 22, 2004 to registered voters in Springfield and within the area of the Glenwood Urban Renewal District Plan as required in ORS 457.120 for the Public Hearing to be held in Springfield City Hall on November 15, 2004 at 7:00 p.m. conducted by the Springfield City Council to consider adoption of an ordinance approving the proposed Glenwood Urban Renewal Plan. The Springfield City Council held the Public Hearing and heard testimony concerning the adoption of an ordinance approving the proposed Glenwood Urban Renewal Plan. Springfield City Council also received comments from affected taxing districts and considered them in approving the ordinance approving the Plan for the Glenwood Urban Renewal District.

300. RELATIONSHIP TO LOCAL OBJECTIVES

The purpose of this Urban Renewal Plan is to eliminate blighting influences found in the Renewal Area, to implement goals and objectives of the Eugene-Springfield Metropolitan Area General Plan, Glenwood Refinement Plan, and Glenwood Riverfront Plan and to implement development strategies and objectives for the Glenwood Urban Renewal Area. The Urban Renewal Plan relates to the following local goals and objectives:

301. GLENWOOD URBAN RENEWAL GOALS:

The goals of this Plan are outlined below.

A. Promote Private Development

Goal: To promote private development, redevelopment, and rehabilitation within the urban renewal area to help create jobs, tax revenues, and self sustaining, vital and vibrant industrial and commercial areas.

Objectives:

1. Enhance the environment for development and investment through improvements to streets, streetscapes, parks, and public buildings and spaces.

2. Assist property owners in rehabilitating buildings so they can accommodate more intensive and dynamic industrial and commercial activity;

3. Help create economic vitality by creating activities and encouraging uses that bring a significant number of jobs, employees, potential shoppers and investors throughout the renewal area.

B. Rehabilitate Building Stock

Goal: To upgrade the stock of existing structures in the renewal area which contribute to its unique character, but which are run down or do not meet current State Building and Specialty Codes' requirements.

Objectives:

1. Improve the appearance of existing buildings in order to enhance the overall aesthetics of the renewal area.

2. Help in improving the safety of older buildings in regard to seismic stability, fire safety, building code compliance and accessibility to persons with disabilities.

3. Redevelop buildings and areas that are inconsistent with the goals and objectives of this plan in ways that benefit the entire economic development effort and the property owners.

C. Improvements to Streets, Streetscapes, Parks and Open Spaces

Goal: To improve existing streets and construct the missing or needed street links to improve connectivity within the area, including on-street and off-street pedestrian and bicycle connections; to improve and enhance parks and open spaces, like multi-use paths, as an integral part of the area, and to enhance livability.

Objectives:

1. Enhance streetscapes by installing street lighting, street furniture, banners, planters and other amenities.

2. Reconstruct existing roadways and sidewalks where needed and in a manner meeting the objectives of this Plan.

3. Construct new streets to provide surface transportation connectivity and encourage private investment especially along the Willamette riverfront.

4. Address and improve pedestrian safety along heavily traveled streets through the urban renewal area.

5. Create on-street and off-street multi-use pedestrian and bicycle access to and through the renewal area. Create additional open space areas and pedestrian spaces that are attractive areas for residents and employees and that stimulate economic activity and enhance livability.

D. Utility Improvements

Goal: Improve and repair utilities to allow efficient development of the areas.

Objectives:

1. Construct new, reconstruct, or upgrade existing utilities (including water, electrical, and sanitary and storm sewers) as necessary to encourage and permit development of private properties and public amenities.

E. Parking

Goal: Develop convenient attractive parking facilities close to shopping, entertainment, and business destinations.

Objectives:

1. Construct public parking to support businesses and activities in the Glenwood Urban Renewal Area, especially a major development critical to mixed-use development on the riverfront.

F. Public Facilities

Goal: Maintain, acquire and develop public parks and open spaces, and public safety, health, and other facilities, to maintain and enhance public use, safety, and enjoyment of the renewal area.

Objectives:

1. Ensure that public safety facilities within the renewal area are adequate to support and protect existing and proposed development in the renewal area.

2. Evaluate the adequacy of other public facilities serving the renewal area. In particular Lane County's Glenwood Central Receiving Station for solid waste collection would be evaluated to ensure its compatibility with the surrounding development and proposed redevelopment in the area.

3. Ensure that public parks and open spaces are adequate to serve existing and proposed development.

G. Housing

Goal: Provide for new and rehabilitated housing units in livable mixed-income neighborhoods that collectively reflect a diversity of housing types, occupancy (rental and owner-occupied), and income levels in the City. Support housing development that is geared to support the area's goals for generating new employment.

Objectives:

1. Provide a wide range of housing opportunities to accommodate households at all income levels, including low-, moderate-, and upper-income rental and owner-occupied housing, which support prospective residential markets in, adjacent to, and near the renewal area.

2. Provide assistance to help maintain and assist in the rehabilitation of the stock of existing housing in the renewal area.

3. Assist in the development of quality housing for a range of household incomes that are representative of the City as a whole.

H. Public Signage and Entrance Improvements

Goal: Assist in funding for a program of entrance beautification and signage indicating cultural, historical, natural, and tourism landmarks within the renewal area.

Objectives:

1. Provide urban renewal funds for signage and entrance improvements in spaces within the urban renewal area reflecting the community's history, culture, natural areas, tourism opportunities, and welcoming attitude.

302. EUGENE-SPRINGFIELD METROPOLITAN AREA COMPREHENSIVE PLAN

ORS 457.085 requires that an Urban Renewal Plan relate to definite local objectives. The Metro Plan, the area's comprehensive land use plan, considers a wide range of goals and policies relating to land uses, traffic, transportation, public utilities, recreation and community facilities, economic development, housing and environmental protection. Citations of relevant goals and policies are included as Attachment "B" of this Plan.

Springfield's controlling land use document is its comprehensive plan: the Eugene-Springfield Metropolitan Area General Plan (Metro Plan). It was adopted locally and acknowledged by the Land Conservation and Development Commission (LCDC) in 1982 and amended in 1987.

As used in this document, the term "Metro Plan" refers not only to the Metropolitan Area General Plan as a document in itself, but also those adopted neighborhood and special purpose/functional refinement plans which implement and are subservient to the Metropolitan Area General Plan itself. Mid-period review of the Metro Plan was completed locally and approved in accordance with the post-acknowledgment procedures of ORS 197 in 1986. Other portions of the Metro Plan which affect the Urban Renewal Plan, such as the Willamalane Parks and Recreation Comprehensive Plan, Lane County Solid Waste Management Plan, Lane County Parks and Open Space Master Plan, and the TransPlan (special purpose/functional refinement plans of the Metro Plan) and the Glenwood Refinement Plan (regulating land use in all of Glenwood included in the Glenwood Urban Renewal Plan) were adopted by the City Council, and approved in accordance with state post-acknowledgment procedures.

The projects in the urban renewal plan also address goals and objectives set forth in other adopted plan documents. These findings are outlined here. Projects listed in the Glenwood Urban Renewal Plan project list are supported by policies from the Metro Plan and the Glenwood Refinement Plan. The following is a list of the supporting policies for each of the projects and indicate the conformance of the Plan to local land use plans and policies. (Projects are referenced by line item number according to the project list spreadsheet in the Report accompanying this Plan.)

Line 7 Prepare sites for industrial development

Glenwood Refinement Plan Policies:

"General Land Use Policies and Implementation Strategies" section (p. 16)

6. Recognize Glenwood's strategic location in the metropolitan area for industrial development, in particular for distribution-related industrial uses.

    6.1 Seek industrial incentives such as enterprise zones in order to strengthen the area for industrial development.

Metro Plan Policies:

Economic Element Policy 6: Increase the amount of undeveloped land zoned for light industrial and commercial uses correlating the effective supply in terms of suitability and availability with the projections of demand.

Economic Element Policy 7: Encourage industrial park development, including areas for warehousing and distributive industries and research and development activities.

Economic Element Policy 11: Encourage economic activities which strengthen the metropolitan area's position as a regional distribution, trade, health, and service center.

Economic Element Policy 25: Pursue an aggressive annexation program and servicing of designated industrial lands in order to have a sufficient supply of "development ready" land.

Line 8 Business façade and landscaping improvement program
Set up industrial and business property rehabilitation loan program

Metro Plan Policies:

Economic Element Policy 8: Encourage the improvement of the appearance of existing industrial areas, as well as their ability to serve the needs of existing and potential light industrial development.

Line 10 Clean up industrial sites

Glenwood Refinement Plan Policies:

"General Land Use Policies and Implementation Strategies" section (p. 16)

6. Recognize Glenwood's strategic location in the metropolitan area for industrial development, in particular for distribution-related industrial uses.

   6.1 Seek industrial incentives such as enterprise zones in order to strengthen the area for industrial development.

Metro Plan Policies:

Economic Element Policy 7: Encourage industrial park development, including areas for warehousing and distributive industries and research and development activities.

Economic Element Policy 25: Pursue an aggressive annexation program and servicing of designated industrial lands in order to have a sufficient supply of "development ready" land.

Line 12 **Redevelop parcels/ buildings through options, property acquisitions/ dispositions, assembly, resale, conveyance, and lease**
Line 16 **Remove/ Replace substandard commercial buildings for mixed-use redevelopment**

Metro Plan Policies:

Residential Supply and Demand Policy A.1: Encourage the consolidation of residentially zoned parcels to facilitate more options for development and redevelopment of such parcels.

Economic Element Policy 16: Utilize processes and local controls which encourage retention of large parcels or consolidation of small parcels of industrially or commercially zoned land to facilitate their use or reuse in a comprehensive manner rather than a piecemeal fashion.

Design and Mixed Use Policy A.22: Expand opportunities for a mix of uses in newly developing areas and existing neighborhoods through local zoning and development regulations.

Line 19 **Upgrade public utilities and infrastructure (stormwater, water, electric, etc.)**

Metro Plan Policies:

Growth Management Policy 1: The urban growth boundary and sequential development shall continue to be implemented as an essential means to achieve compact urban growth. The provision of all urban services shall be concentrated inside the urban growth boundary."

Growth Management Policy 8: Land within the urban growth boundary may be converted from urbanizable to urban only through annexation to a city when it is found that:

a. A minimum level of key urban facilities and services can be provided to the area in an orderly and efficient manner.

b. There will be a logical area and time within which to deliver urban services and facilities. Conversion of urbanizable land to urban shall also be consistent with the Metropolitan Plan.

Growth Management Policy 9: A full range of key urban facilities and services shall be provided to urban areas according to demonstrated need and budgetary priorities.

Line 24 Mitigate for wetlands & riverside/riparian improvements, bank stabilization, etc.

Glenwood Refinement Plan Policies:

Storm Sewers and Drainage, Storm Drainage and Wetlands Policy 1: The City shall design a storm sewer and drainage plan for Glenwood to accommodate storm runoff from growth and development in the area that is also sensitive to other wetland issues.

Environmental Design Element Policy 1: Significant wetland areas in Glenwood shall be protected from encroachment and degradation in order to retain their important functions and values related to fish and wildlife habitat, flood control, sediment and erosion control, water quality control, and groundwater pollution control.

Franklin Boulevard/Willamette River Corridor Policy 2: The City shall ensure that new development and redevelopment in the Willamette River Greenway is sensitive to Greenway concerns.

2.1 Use the Willamette River Site Development Guidelines beginning on Page 37 in reviewing development proposals within the Willamette River Greenway until such time when Springfield establishes a Greenway Setback Line for all Glenwood properties.

Metro Plan Policies:

Environmental Resources Element Policy 1: Springfield, Lane County, and Eugene shall consider downstream impacts when planning for urbanization, flood control, urban storm runoff, recreation, and water quality along the Willamette and McKenzie Rivers.

Line 28 Assist siting major development (civic center , tourism/sports facilities, etc.)

Metro Plan Policies:

Economic Element Policy 13: Continue to encourage the development of convention and tourist-related facilities.

Economic Element Policy 16: Utilize processes and local controls which encourage retention of large parcels or consolidation of small parcels of industrially or commercially zoned land to facilitate their use or reuse in a comprehensive manner rather than piecemeal fashion.

Line 32 Sanitary sewer laterals
Line 35 Sanitary sewer remediation

Glenwood Refinement Plan Policies:

General Land Use Policies and Implementation Strategies Policies:

2. Develop programs that will strengthen designated residential and mixed-use areas, including the Central Residential sub-area.

   2.1 Pursue programs to provide low-interest loans and other services designed to help improve housing stock in Glenwood.

   2.2 Explore the feasibility of creating a tax increment district. Consider using the revenues from the district for such uses as constructing essential infrastructure improvements, increasing housing resources for low and moderate-income households for sub-areas 1, 8, and 9, and reducing the financial burden of infrastructure improvements on low and moderate-income households.

Line 38 Develop low/moderate income housing and other housing types

Glenwood Refinement Plan Policies:

General Land Use Policies and Implementation Strategies Policies:

2. Develop programs that will strengthen designated residential and mixed-use areas, including the Central Residential sub-area.

   2.1 Pursue programs to provide low-interest loans and other services designed to help improve housing stock in Glenwood.

2.2 Explore the feasibility of creating a tax increment district. Consider using the revenues from the district for such uses as constructing essential infrastructure improvements, increasing housing resources for low and moderate-income households for sub-areas 1, 8, and 9, and reducing the financial burden of infrastructure improvements on low and moderate-income households.

2.3 Explore innovative housing options for designated residential areas in Glenwood, including provision for manufactured dwellings on individual lots.

2.4 Consider development of a low-interest loan program to upgrade manufactured dwelling parks through use of Community Development Block Grant funds.

2.5 The City shall consider adopting a Manufactured Dwelling Park Closure ordinance for Glenwood in order to provide protection to manufactured dwelling dwellers in manufactured dwelling parks that convert to other uses.

Metro Plan Policies:

Growth Management Policy 14: Both Eugene and Springfield shall examine potential assessment deferral programs for low-income households.

Residential Land Use and Housing Element Policies:

Supply and Demand Policy A.1: Encourage the consolidation of residentially zoned parcels to facilitate more options for development and redevelopment of such parcels.

Supply and Demand Policy A.8: Require development to pay the cost, as determined by the local jurisdiction, of extending public services and infrastructure. The cities shall examine ways to provide subsidies or incentives for providing infrastructure that support affordable housing and/or higher density housing.

Housing Type and Tenure Policy A.17: Provide opportunities for a full range of choice in housing type, density, size, cost, and location.

Housing Type and Tenure Policy A.19: Encourage residential developments in or near downtown core areas in both cities.

Housing Type and Tenure Policy A.20: Encourage home ownership of all housing types, particularly for low-income households.

Affordable, Special Need, and Fair Housing Policy A.27: Seek to maintain and increase public and private assistance for low and very low income households that are unable to pay for shelter on the open market.

Affordable, Special Need, and Fair Housing Policy A.28: Seek to maintain and increase the supply of rental housing and increase home ownership options for low- and very low-income households by providing economic and other incentives, such as density bonuses, to developers that agree to provide needed below-market and service-enhanced housing in the community.

Line 40 Housing/neighborhood rehabilitation /home repair programs

Metro Plan Policies:

Residential Land Use and Housing Element Policies:

Supply and Demand Policy A.7: Endeavor to provide key urban services and facilities required to maintain a five-year supply of serviced, buildable residential land.

Existing Housing Supply and Neighborhoods Policy A.25: Conserve the metropolitan area's supply of existing affordable housing and increase the stability and quality of older residential neighborhoods, through measures such as revitalization; code enforcement; appropriate zoning; rehabilitation programs; relocation of existing structures; traffic calming; parking requirements; or public safety considerations. These actions should support planned densities in these areas.

Existing Housing Supply and Neighborhoods Policy A.26: Pursue strategies that encourage rehabilitation of existing housing and neighborhoods.

Line 42 Provide mandated expenses of relocation or displacements of firms or residents

Glenwood Refinement Plan Policies:

General Land Use Policies and Implementation Strategies Policy 2: Develop programs that will strengthen designated residential and mixed-use areas, including the Central Residential sub-area.

2.5 The City shall consider adopting a Manufactured Dwelling Park Closure ordinance for Glenwood in order to provide protection to manufactured dwelling dwellers in manufactured dwelling parks that convert to other uses.

Line 46	**Improve roads to urban standards (Franklin, McVay, and utilities)**
Line 49	**Acquire land for and do intersection improvements**
Line 52	**Re-align and build roads and connections**

Glenwood Refinement Plan Policies:

Transportation Element (TransPlan) Policies:

Policy 1: Improve the major transportation network within and through Glenwood to urban standards, with emphasis on improvements to Franklin Boulevard/ McVay Highway, Glenwood Boulevard, Henderson Avenue, 19th Avenue, 17th Avenue west of Henderson, and 22nd Avenue between Glenwood Boulevard and Henderson Avenue.

1.1 The City should consult with other metropolitan agencies to update TransPlan, addressing the need for improvements to Franklin Boulevard, including policies concerning mass transit and Nodal Development.

1.2 The City should consult with the Oregon Department of Transportation to identify needed improvements and a means of financing them. Items to consider when improving Franklin Boulevard/McVay Highway are the following:

a. Sidewalks along both sides of the highway with a priority on developing sidewalks on the south side of Franklin Boulevard when Franklin Boulevard is improved (Note: Consideration should be given to extending sidewalks on the north side of Franklin from the Springfield Bridge to the intersection with Glenwood Boulevard. However, the most westerly extent of sidewalks on the north side of Franklin Boulevard will be decided upon at the time Franklin improvements are designed. The design should consider the need for pedestrians to travel on the north side of Franklin Boulevard westward from Glenwood Boulevard as well as the physical and topographical restraints for placing a sidewalk north of the highway at this location);

b. Bike lanes connecting to Eugene, Springfield, and Lane Community College;

c. Intersection improvements to allow better differentiation of the local intersecting streets, such as providing curbs and gutters and better signage to make it safer to turn off Franklin Boulevard onto local streets;

d. Improvements to traffic flow, especially during commuting hours, through changes in signal timing and other appropriate means. Request

that the Oregon Department of Transportation analyze signal timing at Brooklyn Street and Henderson Avenue;

e. The possibility of reducing the speed of traffic entering Glenwood from Eugene and the McVay Highway; and

f. Improvements to storm drainage, including maintenance as well as reconstruction where needed.

1.3 The City should consult with Lane County about urban transition agreements, TransPlan, and abutting property owners to identify needed improvements and a means of financing them for collector and arterial streets in Glenwood. However, certain streets were transferred to the City that included Lane County payments through urban transition agreements to defray the cost bringing them up to standard. Lane County considers its obligation for those streets completed. Items to consider when improving streets are:

a. Street improvements appropriate to the street's classification, including sidewalks, bike lanes if appropriate, improvements to storm drainage, and adequate street paving width; and

b. The possibility of controlling traffic traveling along Glenwood Boulevard to and from I-5, including deceleration lanes for the Lane County Solid-Waste Facility and LTD.

1.4 The City and State Highway Division should consider combining access points along Franklin Boulevard/McVay Highway and Glenwood Boulevard when reviewing new development proposals.

System-Wide Policy F.11: Develop or promote intermodal linkages for connectivity and east of transfer along all transportation modes.

System Improvements: Transit Policy F.18: Improve transit service and facilities to increase the system's accessibility, attractiveness, and convenience for all users, including the transportation disadvantaged population.

Transportation System Improvements: Pedestrian Policy F.26: Provide for a pedestrian environment that is well integrated with adjacent land uses and is designed to enhance the safety, comfort, and convenience of walking.

Transportation System Improvements: Pedestrian Policy F.27: Provide for a continuous pedestrian network with reasonably direct travel routes between destination points.

Transportation System Improvements: Pedestrian Policy F.28: Construct sidewalks along urban area arterial and collector roadways, except freeways.

Metro Plan Policies:

See TransPlan projects lists

Line 55 Improve City entries and landmarks

Glenwood Refinement Plan Policies:

General Land Use Policies and Implementation Strategies Policy 8: Recognize Franklin Boulevard/McVay Highway and Glenwood Boulevard as important entrance corridors for both Eugene and Springfield.

8.1 Apply applicable Springfield Downtown Refinement Plan Design Element policies to the Franklin Boulevard/McVay Highway and Glenwood Boulevard entrances until such time as specific Glenwood beautification policies are adopted.

Franklin Boulevard/Willamette River Corridor Policy1: The City shall ensure that new development and redevelopment will aesthetically and functionally enhance the Franklin Boulevard and McVay Highway corridors.

1.1 On a strip 100 feet deep and parallel to Franklin Boulevard and the McVay Highway use the Franklin Boulevard or McVay Highway Site Development Guidelines (whichever is appropriate) through the site plan review process.

Line 58 Relocate, remediate, re-use Lane County solid waste facility
Line 61 Lane County courts/sheriff substation
Line 63 Provide other city/county public service facilities

Glenwood Refinement Plan Policies:

Public Facilities and Services Policy 1: The City shall provide public facilities and services to Glenwood in a timely fashion and in response to requests for service.

1.1 A variety of sources for funding public facilities and services should be identified and explored as to their feasibility, including but not limited to tax increment financing, local improvement districts, block grants, and public/private partnerships.

Public Safety Policy 2: Eugene and Springfield shall continue an enhanced joint response program in the Glenwood area, even after complete annexation of the area to Springfield, and shall maintain current levels of fire response time to the Glenwood area.

Public Safety Policy 3: As additional Glenwood properties annex to Springfield, there will be a need to construct a new fire station in the downtown area that can serve all of Glenwood.

Metro Plan Policies:

Growth Management Policy 1: The urban growth boundary and sequential development shall continue to be implemented as an essential means to achieve compact urban growth. The provision of all urban services shall be concentrated inside the urban growth boundary."

Growth Management Policy 8: Land within the urban growth boundary may be converted from urbanizable to urban only through annexation to a city when it is found that:

a. A minimum level of key urban facilities and services can be provided to the area in an orderly and efficient manner.

b. There will be a logical area and time within which to deliver urban services and facilities. Conversion of urbanizable land to urban shall also be consistent with the Metropolitan Plan.

Growth Management Policy 9: A full range of key urban facilities and services shall be provided to urban areas according to demonstrated need and budgetary priorities.

Line 67	**Expand and improve James Park**
Line 68	**Acquire and develop a neighborhood park to meet the needs of Glenwood residents**
Line 70	**Acquire and develop a multi-use community-scale park, along the Willamette River with off-street pathways, among other amenities.**
Line 72	**Historic landmark preservation and identification Program**

Willamalane Parks and Recreation District Comprehensive Plan, Map & Policies:

See Plan Diagram Map 2, Existing and Proposed Park and Recreation Resources

Glenwood Refinement Plan Policies:

Parks and Recreation Element Policies:

1. The City and Willamalane shall work with property owners along those portions of the Willamette River within the Glenwood area in recognition of the area's role as part of the Willamette Greenway system and the community-wide resource it represents.

2. The City will consult with Willamalane and other public agencies and private landowners to coordinate acquisition of property and development of public access and recreational facilities with preservation and enhancement of significant natural habitats and scenic corridors and with economic use of those lands along the river.

3. The City will defer to Willamalane to consider the following park acquisition and development priorities in developing park and recreation services for the Glenwood area listed in priority order. See the Possible Park Site Map, Page 76.

   B. Explore the feasibility of acquisition of one or more parcels within or adjacent to the central residential area for redevelopment as a small neighborhood park.

   C. Consider future land uses in determining ongoing use and development of James Park for Glenwood residents and investigate acquisition and development of alternative sites east of McVay Highway. Consider the possible purchase of the old Glenwood School site for an expansion of James Park, thereby increasing the parks access and visibility from McVay Highway.

Historic Qualities Policy 1: The City shall recognize potentially historic resources that exist in Glenwood and support historic preservation efforts.

Metro Plan Policies:

Historic Preservation Element Policy 1: Adopt and implement historic preservation policies, regulations, and incentive programs that encourage the inventory, preservation, and restoration of structures; landmarks; sites; and areas of cultural, historic, or archaeological significance, consistent with overall policies.

Historic Preservation Element Policy 2: Institute and support projects and programs that increase citizen and visitor awareness of the area's history and encourage citizen participation in and support of programs designed to recognize and memorialize the area's history.

400. PROPOSED LAND USES

The Glenwood Urban Renewal Plan conforms to the Glenwood Refinement Plan. The Refinement Plan's Land Use Element (pp. 9-46) describes in detail the existing and proposed land uses (Zoning Map and Plan Diagram are Exhibit 2 of this Plan). Excerpts of the Refinement Plan relating to existing land use follow. Proposed land uses, policies, and implementation strategies are described in detail (pp. 21-46) for 10 sub-areas in Glenwood (see Plan Diagram).

"The Land Use Element addresses the population, housing, land use, and zoning characteristics of the Glenwood area. It provides direction on the way future growth and development should occur based on existing development patterns and zoning, and based on the goals and policies contained in the Metro Plan and related policy documents.

In general, diversity in type and condition characterize the existing land use patterns in Glenwood.... While there are distinct residential and industrial areas, there are also other areas that are mixed commercial and industrial areas. Sites and structures are found in a range of standard and substandard conditions.

The Glenwood area's unique combination and pattern of land uses are due in part to its central location between Eugene and Springfield and in part to its location along major transportation corridors. In particular, the transportation corridors of Franklin Boulevard and the McVay Highway cater to automobile-oriented commercial/industrial uses and travel-oriented residential uses, such as mobile home/recreational vehicle parks. Glenwood's central location has also prompted large regional services to locate here, such as the Lane County Solid Waste Facility and more recently Lane Transit District's (LTD) bus maintenance and operations facility.

Much of Glenwood's development has occurred without benefit of City services and a majority of the area is still outside the Springfield city limits. This largely non-urban form of development has also affected Glenwood's land use pattern. Most development has had to occur without sewers, resulting in land-intensive rather than labor-intensive industrial uses. Also, because of sewer unavailability, much of the 618 acres of land in Glenwood remains vacant or underutilized. In fact, there is more vacant land (27 percent or 167 acres) in Glenwood than in any other single land use category. ...

...The community of Glenwood has a population of approximately 1,330 people. Most of the residents are found either in the Central Residential subarea or in the eight mobile home parks located along Franklin Boulevard and the McVay Highway.

Glenwood has a small average household size (1.82 persons) and a high percentage of one-person households (43 percent). Glenwood has a significantly higher proportion of elderly persons than Eugene or Springfield....

...Glenwood serves an important function in the metropolitan area by providing low-cost housing, including manufactured dwellings. Residential development in Glenwood generally consists of single-family houses, manufactured dwellings on individual lots, and manufactured dwellings in parks. The density in the residential area is 6.9 units per acre, within the low-density residential range of 1-10 units per acre....

...Glenwood has a very high percentage of manufactured dwellings compared with other types of housing. There are 744 dwelling units in Glenwood. Of these, 72 percent are manufactured dwellings (66 percent in parks and 6 percent on individual lots) and 23 percent are single-family residences (See Figure 3 Page 12, Number of Residential Units by Structure Type). There are 46 manufactured dwellings on individual lots in Glenwood. These were established when Glenwood was under Lane County's jurisdiction. The City allows Type I manufactured dwellings on vacant lots, outside of manufactured dwelling parks; and Type I and II manufactured dwellings within manufactured dwelling parks. ...

...There are 167 single-family residences in Glenwood. Of these, 42 percent are owner-occupied. Eugene's windshield survey conducted to determine general housing quality *has* indicated that a majority (62 percent) of the residential structures in Glenwood are in need of major repair. ...

...Over the past 30 years, industrial development has gradually become the single most predominant form of development (14 percent) in Glenwood. In line with this industrial orientation, a majority of Glenwood's total acreage (59 percent) and of Glenwood's vacant acreage (65 percent) is designated in the Metropolitan Plan for light-medium industrial use. Industrial park sites and freestanding industrial sites are available for development as well. A majority of the land (68 percent) in Glenwood is also zoned for industrial use.

On the other hand, there is very little land developed (six percent), designated (eight percent), or zoned (two percent) for retail commercial uses. These commercial uses are located mostly along Franklin Boulevard.

About 116 acres of industrially zoned land in Glenwood is vacant. Of this total, a majority of these parcels are five acres or less in size (There are 73 acres in 67 parcels). Conversely, there are 43 acres in five parcels that are six acres or larger (See Figure 4 Page 13, Industrially Zoned Undeveloped Area). These figures indicate that most of the industrial land in Glenwood is best suited for small to mid-size industrial uses."

500. OUTLINE OF DEVELOPMENT

The key component of this Glenwood Urban Renewal Plan is to assist in providing basic infrastructure for not only the underdeveloped riverfront area so it becomes ideal for high quality, mixed use development, but also for the underused vacant and underdeveloped industrial sites so they can be vital to the economic growth of the City and Lane County. This cannot readily be done without public involvement because of multiple ownerships; high land prices; and parcels of size, shape, and lack of access that are not conducive to development. The Urban Renewal Plan includes projects, activities, and actions which treat the causes of blight and deterioration in the Glenwood Urban Renewal Area. Project activities to treat these conditions include:

1. Assist in improvements to streets, curbs, and sidewalks to encourage new development in the project area, and to address pedestrian and vehicular safety problems.

2. Assist in improvements to water, storm and sanitary sewer infrastructure to encourage new development in the project area.

3. Assist in activities to improve the visual appearance of the renewal area and provide a safer, more attractive pedestrian environment, including streetscape and landscape improvements, and development of public parks and open spaces.

4. Authorization to construct public parking facilities.

5. Authorization to assist in the rehabilitation and renovation of residential and commercial properties in the renewal Area.

6 Authorization to lend financial assistance to encourage property owners or potential redevelopers to undertake new construction projects within the project area.

7. Authority to acquire and dispose of land for public improvements, rights-of-way, utility improvements, and private development.

8. Administration of the Renewal Agency and Renewal Plan.

Section 600 provides further description of each urban renewal project to be undertaken within Glenwood Urban Renewal Area.

600. DESCRIPTION OF PROJECTS TO BE UNDERTAKEN

In order to achieve the objectives of this Plan, the following activities will be undertaken on behalf of the City by the Springfield Economic Development Agency (SEDA) the City's Urban Renewal Agency in accordance with applicable federal, state, county, and city laws, policies, and procedures. The Urban Renewal Agency may fund these activities in full, in part, or seek other sources of funding for them. The description of projects herein provides general authority to undertake these activities. These project activities may be modified, or expanded upon as needed to meet renewal plan objectives. Changes will be undertaken in accordance with procedures for amendments to this Plan.

A. PUBLIC IMPROVEMENTS

Public improvements include the construction, repair, or replacement of sidewalks, streets, parking, parks and open spaces, pedestrian amenities, water, sanitary sewer and storm sewer facilities, wetlands and riverside/riparian improvements, and other public facilities necessary to carry out the goals and objectives of this plan.

1. Street, Intersection, Bicycle, and Sidewalk Improvements. There are deficiencies in streets, curb, and sidewalks within the project area, including the lack of access to several large areas between Franklin Boulevard and the Willamette River that need better public access to allow development to occur. Major deficiencies also exist along almost all arterials, collectors and street corridors throughout the renewal area. To remedy these conditions, it is the intent of the Renewal Agency to participate in funding sidewalk, roadway, and access improvements including design, redesign, construction, resurfacing, repair and acquisition of right-of way for curbs, streets, sidewalks, and pedestrian and bicycle ways.

2. Storm and Sanitary Sewer Systems and Electrical/Water Systems. City staff has identified a list of missing sanitary and storm sewer systems that are needed throughout the Glenwood area and some improvements to electric and water services for potential industrial users. It is the intent of the SEDA to assist the utility providers in building new links and repairing and upgrading selected portions of these utility service systems to enhance opportunities or secure development.

3. Streetscape Projects. This activity will enable the SEDA to participate in activities improving the visual appearance of the project area. To carry out these objectives, the Renewal Agency will undertake a variety of improvements to the appearance of key locations within the urban renewal area. These improvements may include street lighting, trash receptacles, benches, historical markers, street trees and landscaping, signage, or removal of trees that pose a safety hazard.

4. Pedestrian, Bike, and Transit Facilities. These activities will include pedestrian, bicycle and transit connections between the renewal project area and the Downtown core and residential areas in Glenwood and across the Willamette River. Activities may include bikeways and paths, bicycle parking and storage, transit stops and pullouts, and other related activities which will promote pedestrian, bicycle, and public transportation uses in the renewal area.

5. Public Open Spaces. The Renewal Agency may participate in funding the design, acquisition, construction or rehabilitation of existing or new park sites or other appropriate public spaces, or parks or public facilities within the urban renewal area, including improvements listed in the Willamalane Parks and Recreation Comprehensive Plan or Lane County Parks Division.

6. Public Safety Improvements. To achieve the objectives of this Plan, and to target public investments in a manner which benefits the Renewal area and Glenwood and Springfield residents, the SEDA is authorized to improve, acquire or construct safety-related, health, and public-service-related facilities within the urban renewal area, including those in partnership with Lane County.

7. Public Parking Facilities. It is anticipated that development of commercial property in the renewal area may create demand for additional public parking within the renewal area. Accordingly, the Agency is authorized to participate in funding the acquisition and construction of new public parking facilities within the renewal area.

8. Public Signage and Entrance Improvements. The entrances to the Glenwood and Springfield communities have deficiencies in indicating the locations of tourism and other attractions of economic significance. The public face of the community is first reflected by the entrance signage and then by the acknowledgment and recognition of natural, cultural, and historical assets and landmarks important to the community's quality of life, development, and economy. The Agency is authorized to provide suitable signage, markers, art and related improvements to signify the major assets in Glenwood and the entrances to the City. The projects would be developed with recommendations from the Springfield Arts and Historical Commissions.

9. Major Community Development Improvements. The locational qualities of much of Glenwood (bounded by Interstate-5 and the Willamette River and between Springfield and Eugene) have not been achieved because of the lack of public infrastructure and the difficulty of capturing an initial major facility (like a civic center, conference center, athletic facility, hotel, etc.) to launch development or redevelopment that would anchor mixed-use development on the riverfront. The Agency is authorized to participate in providing public improvements, public parking, housing, and other public facilities as it deems necessary to achieve the intent and objectives of the Plan.

B. REDEVELOPMENT THROUGH NEW CONSTRUCTION

1. It is the intent of this Plan to stimulate new investment by public, private, non-profit, or community-based organizations on vacant or underutilized property to achieve the goals and objectives of this Plan, and in particular to assure that new investments serve to benefit the existing residents and businesses in the area. Redevelopment through new construction may be achieved in two ways:

   (a) By public or private property owners, with or without financial assistance by the Agency;

   (b) By acquisition of property by the Agency for redevelopment or resale to others for redevelopment.

2. Redevelopment and Rehabilitation Financing. The Renewal Agency is authorized to set guidelines, establish loan programs and provide below-market interest rate and market rate loans and provide such other forms of financial assistance to property owners and those desiring to redevelop, rehabilitate, and acquire property, as it may deem appropriate in order to achieve the objectives of this Plan. These loan programs could include both rehabilitation assistance for residential, commercial and industrial structures and sites. The obligations of the redeveloper, if any, shall be in accordance with Section 800 of this Plan. The obligations of an owner-occupied residential structure will be developed to assist primarily low- and moderate income households in correcting health and safety problems.

C. PRESERVATION, REHABILITATION, DEVELOPMENT AND REDEVELOPMENT

This activity will enable the Renewal Agency to carry out Council, Metro Plan, and Glenwood Refinement Plan objectives for improving the appearance the project area, and encouraging infill and reuse in the project area. The Renewal Agency may participate, through loans, grants, or both, in maintaining and improving exterior and interior conditions of buildings in the renewal area. The Renewal Agency also is authorized to provide loans or other forms of financial assistance to property owners, or persons desiring to acquire or lease buildings or land from the Agency. The Agency may make this assistance available as it deems necessary to achieve the objectives of this Plan.

D. PROPERTY ACQUISITION AND DISPOSITION

In order to carry out the objectives of this Plan, the Renewal Agency is authorized to acquire land or buildings for public and private development purposes. The procedures for acquiring and disposing of property are described in Sections 700 and 800 of this Plan.

E. PLAN TECHNICAL STUDIES AND ADMINISTRATION

It is the intent of this Renewal Plan to provide for the effective and efficient administration of the Plan and to plan for the various activities contained in the Plan in a financially responsible manner. Project funds may be utilized to pay indebtedness associated with preparation of the urban renewal plan, to carry out design plans, miscellaneous land use and public facility studies, engineering, market, and other technical studies as may be needed during the course of the urban renewal plan. Project funds may be utilized to pay for marketing materials and programs to assist in carrying out the objectives of the redevelopment plan. Project funds also may be used to pay for personnel and other direct administrative costs incurred in management of the renewal plan.

700. PROPERTY ACQUISITION PROCEDURES

Acquisition of real property may be necessary to carry out the objectives of this Plan. Property for public or private preservation, rehabilitation, development, or redevelopment may be acquired by gift, eminent domain or any other lawful method for the purpose of the redevelopment. The purposes and procedures for acquisition under this Plan are:

The Renewal Agency is authorized to acquire property within the Area, if necessary by any legal means to achieve the objectives of this Plan. Property acquisition, including limited interest acquisition, is hereby made a part of this Plan and may be used to achieve the objectives of this Plan. All acquisition of property will require an amendment to the plan as set forth in Section 900 of this Plan.

A. ACQUISITION REQUIRING CITY COUNCIL RATIFICATION.

City Council ratification is required for Renewal Agency acquisitions for the following purposes:

1. Assembling land for development by the public or private sector. Such acquisition shall be undertaken only following completion of an amendment to this Plan as set forth in Section 900.C of this Plan. The City Council shall ratify the amendment to this Plan by resolution.

2. Where conditions exist that may affect the health, safety and welfare of the Area and it is determined that acquisition of such properties and demolition of the improvements thereon are necessary to remove substandard and blighting conditions, acquisition shall be undertaken only following completion of an amendment to this Plan as set forth in Section 900.C of this Plan. The City Council shall ratify the amendment to this Plan by resolution.

3. Acquisition for any purpose that requires the use of the Agency's powers of eminent domain. Such acquisition shall be undertaken only following completion of an amendment to this Plan as set forth in Section 900.C of this Plan. The City Council shall ratify the amendment to this Plan by resolution.

B. ACQUISITION NOT REQUIRING CITY COUNCIL RATIFICATION.

Land acquisition not requiring City Council ratification requires an amendment to this Plan as set forth in Section 900.D of this Plan. The minor amendment to the Renewal Plan may be adopted by the Renewal Agency by Resolution. The Agency may acquire land without Council ratification where the following conditions exist:

1. Where it is determined that the property is needed to provide public improvements and facilities as follows:
   a. Right-of-way acquisition for streets, alleys or pedestrian ways;
   b. Right of way and easement acquisition for water, sewer, and other utilities
   c. Property acquisition for public use or for public buildings and facilities

2. Where the owner of real property within the boundaries of the Area wishes to convey title of such property by any means, including by gift.

C. PROPERTIES TO BE ACQUIRED

At the time this plan is prepared, no properties are identified for acquisition. If plan amendments to acquire property are approved, a map exhibit shall be prepared showing the properties to be acquired and the property will be added to the list of properties to be acquired. The list of properties acquired will be shown in this section of the Plan. The map exhibit shall be appropriately numbered and shall be included in Part Two as an official part of this Urban Renewal Plan.

800. PROPERTY DISPOSITION AND REDEVELOPERS' OBLIGATIONS

A. PROPERTY DISPOSITION AND REDEVELOPMENT

The Renewal Agency is authorized to dispose of acquired property by sale, lease, exchange, or other appropriate means for redevelopment and development uses and purposes specified in this Plan. If property is identified for acquisition in this plan, the Agency proposes to commence disposition of property within five (5) years from the date of identifying those properties in this plan, and to complete disposition within ten (10) years from such approval. Properties shall be subject to disposition by sale, lease or dedication for the following purposes:

1. Road, street, pedestrian, bikeway, and utility projects, and other right-of-way improvements listed in Section 600 of this plan.

2. Construction of public facilities in Section 600 of this plan.

3. Redevelopment by private redevelopers for purposes consistent with the uses and objectives of this plan. Such disposition will be in accordance with the terms of a Disposition & Development Agreement between the Developer and the Renewal Agency and with the Redeveloper's obligations in Section 800 B of this plan.

The Renewal Agency may dispose of any land it has acquired at fair reuse value and to define the fair reuse value of any land.

B. REDEVELOPERS' OBLIGATIONS

Redevelopers within the Urban Renewal Area will be subject to controls and obligations imposed by the provisions of this Plan. Redevelopers also will be obligated by the following requirements:

1. The Redeveloper shall develop or redevelop property in accordance with the land-use provisions and other requirements specified in this Plan and in the legally applicable local land use plans for the Glenwood Urban Renewal Area.

2. The Renewal Agency may require the redeveloper to execute a development agreement acceptable to the Renewal Agency as a condition of any form of assistance by the Renewal Agency. The Redeveloper shall accept all conditions and agreements as may be required by the Renewal Agency.

3. The Redeveloper shall submit all plans and specifications for construction of improvements on the land to the Renewal Agency or its designated agent, for review and approval prior to distribution to reviewing bodies as required by the City.

4. The Redeveloper shall commence and complete the development of such property for the use provided in this Plan within a reasonable time as determined by the Renewal Agency.

5. The Redeveloper shall not affect any instrument whereby the sale, lease, or occupancy of the real property, or any part thereof, is restricted upon the basis of age, race, color, religion, sex, marital status, or national origin.

900. AMENDMENTS TO THE URBAN RENEWAL PLAN

It is anticipated that this Renewal Plan will be reviewed intermittently during the execution of the Project. The plan may be changed, modified, or amended as future conditions warrant. Types of Renewal Plan amendments are:

A. SUBSTANTIAL AMENDMENTS

Substantial amendments consist of:

1. Increases in the Glenwood Urban Renewal Area boundary in cumulative excess of 1% shall be a substantial amendment requiring approval per ORS 457.095 and notice as provided in ORS 457.120.

2. Increasing the maximum amount of indebtedness to be issued under the plan shall be a substantial amendment requiring approval per ORS 457.095 and notice as provided in ORS 457.120.

B. SUBSTANTIAL AMENDMENTS NOT REQUIRING SPECIAL NOTICE

The following Plan amendments will require approval per ORS 457.095 but will not require special notice as provided in ORS 457.120:

1. The addition of improvements or activities which represent a substantial change in the purpose and objectives of this Plan, and which cost more than $500,000, shall be a substantial amendment requiring approval per ORS 457.095, but not requiring notice as provided in ORS 457.120. The $500,000 amount will be adjusted annually from the year 2004 according to the "Engineering News Record" construction cost index for the Northwestern United States.

2. The addition of improvements or activities that substantially alter the goals and objectives of the Urban Renewal Plan.

C. OTHER AMENDMENTS REQUIRING COUNCIL APPROVAL

The following Plan amendments must be approved by the Renewal Agency by resolution and presented to City Council for required approval by City Council resolution:

1. Acquisition of property for purposes specified in Sections 700A of this Glenwood Urban Renewal Plan.

D. OTHER AMENDMENTS

Minor amendments may be approved by the Renewal Agency in resolution form. Such amendments are defined as:

1. Amendments to clarify language, add graphic exhibits, make minor modifications in the scope or location of improvements authorized by this Plan, or other such modifications which do not change the basic planning or engineering principles of the Plan.

2. Acquisition of property for purposes specified in Section 700 B1 and B2 of this plan.

3. Addition of a project substantially different from those identified in Sections 600 of the Plan or substantial modification of a project identified in Section 600 if the addition or modification of the project costs less than $500,000 in 2004 dollars.

4. Increases in the urban renewal area boundary not in cumulative excess of 1 %.

1000. MAXIMUM INDEBTEDNESS

The Maximum Indebtedness authorized under this plan is thirty-two million eight hundred sixty thousand dollars ($32,860,000). This amount is the principle of such indebtedness and does not include interest or indebtedness incurred to refund or refinance such indebtedness.

1100. FINANCING METHODS

A. GENERAL

The Urban Renewal Agency may borrow money and accept advances, loans, grants and other forms of financial assistance from the federal government, the state, city, county or other public body, or from any sources, public or private for the purposes of paying indebtedness incurred in undertaking and carrying out this Plan. In addition, the Agency may borrow money from or lend money to a public agency in conjunction with a joint undertaking of a project authorized by this Plan. If such funds are loaned, the Agency may promulgate rules and procedures for the methods and conditions of payment of such loans.

B. TAX INCREMENT FINANCING

It is contemplated that the project will be financed in whole or in part by tax increment financing, as authorized in ORS 457.420 through ORS 457.450.

C. PRIOR INDEBTEDNESS

Any indebtedness permitted by law and incurred by the Urban Renewal Agency or the City in connection with preplanning for this Urban Renewal Plan shall be repaid from tax increment proceeds generated pursuant to this section.

1200. RELOCATION

The Agency will provide relocation assistance to all persons or businesses displaced temporarily or permanently by project activities. Those displaced will be given assistance in finding replacement facilities. All persons or businesses which may be displaced will be contacted to determine such relocation needs. They will be provided information on available housing or space and will be given assistance in moving. All relocation activities will be undertaken and payments made in accordance with the requirements of ORS 281.045-281.105 and any other applicable laws or regulations.

Relocation payments will be made as provided in ORS 281.060. Payments made to persons displaced from dwellings will assure that they will have available to them decent, safe, and sanitary dwellings at costs or rents within their financial reach. Payment for moving expenses will be made to residents and businesses displaced. The Renewal Agency may contract with Oregon Department of Transportation or other parties to help administer its relocation program.

1300. DEFINITIONS

The following definitions will govern the construction of this Plan unless the context otherwise requires:

"Agency", "Renewal Agency", "Urban Renewal Agency", "Springfield Economic Development Agency", or "SEDA" means the Urban Renewal Agency of the City of Springfield, Oregon.

"Area" means the area included within the boundaries of the Springfield Urban Renewal Plan.

"City" means the City of Springfield, Oregon.

"City Council" means the City Council of the City of Springfield, Oregon.

"Comprehensive Plan" means the City's Comprehensive Land Use Plan and its implementing ordinances, policies, refinement plans, and development standards.

"County" means the County of Lane, State of Oregon.

"Displaced" person or business means any person or business that is required to relocate as a result of action by the Urban Renewal Agency to vacate a property for public use or purpose.

"Disposition and Development Agreement" means an agreement between the Urban Renewal Agency and a private developer which sets forth the terms and conditions under which will govern the disposition of land to a private developer.

"Exhibit" means an attachment, either narrative or map, to the Urban Renewal Plan for the Springfield Urban Renewal Area, Part Two -Exhibits.

"ORS" means Oregon Revised Statute (State Law) and specifically Chapter 457 thereof.

"Plan" means the Urban Renewal Plan for the Springfield Urban Renewal Area, Parts One and Two.

"Plan Area" means the area included within the boundaries of the Springfield Urban Renewal Plan.

"Planning Commission" means the Planning Commission of the City of Springfield, Oregon.

"Project, Activity or Project Activity" means any undertaking or activity within the Renewal Area, such as a public improvement, street project or other activity authorized and for which implementing provisions are set forth in the Urban Renewal Plan.

"Public Safety Project" means projects intended to assist police, fire, ambulance, and emergency services in the City of Springfield or in Lane County within the Plan Area.

"Renewal Area" means the area included within the boundaries of the Springfield Urban Renewal Plan.

"Report" means the report accompanying the Plan, as provided in ORS 457.085 (3).

"Redeveloper" means any individual or group acquiring property from the Urban Renewal Agency or receiving financial assistance for the physical improvement of privately or publicly held structures and land.

"SEDA" means the Springfield Economic Development Agency.

"Text" means the Urban Renewal Plan for the Springfield Urban Renewal Area, Part One - Text.

"Urban Renewal Area", "Springfield Urban Renewal Area", "Urban Renewal Area", or "Renewal Area" means the geographic area for which this Urban Renewal Plan has been approved. The boundary of the Urban Renewal Area is described in Exhibits made a part of this plan.

Springfield Urban Renewal Plan
- Exhibit 1 -Boundary Map and Legal Description
- Exhibit 2 -Zoning Map and Plan Diagram

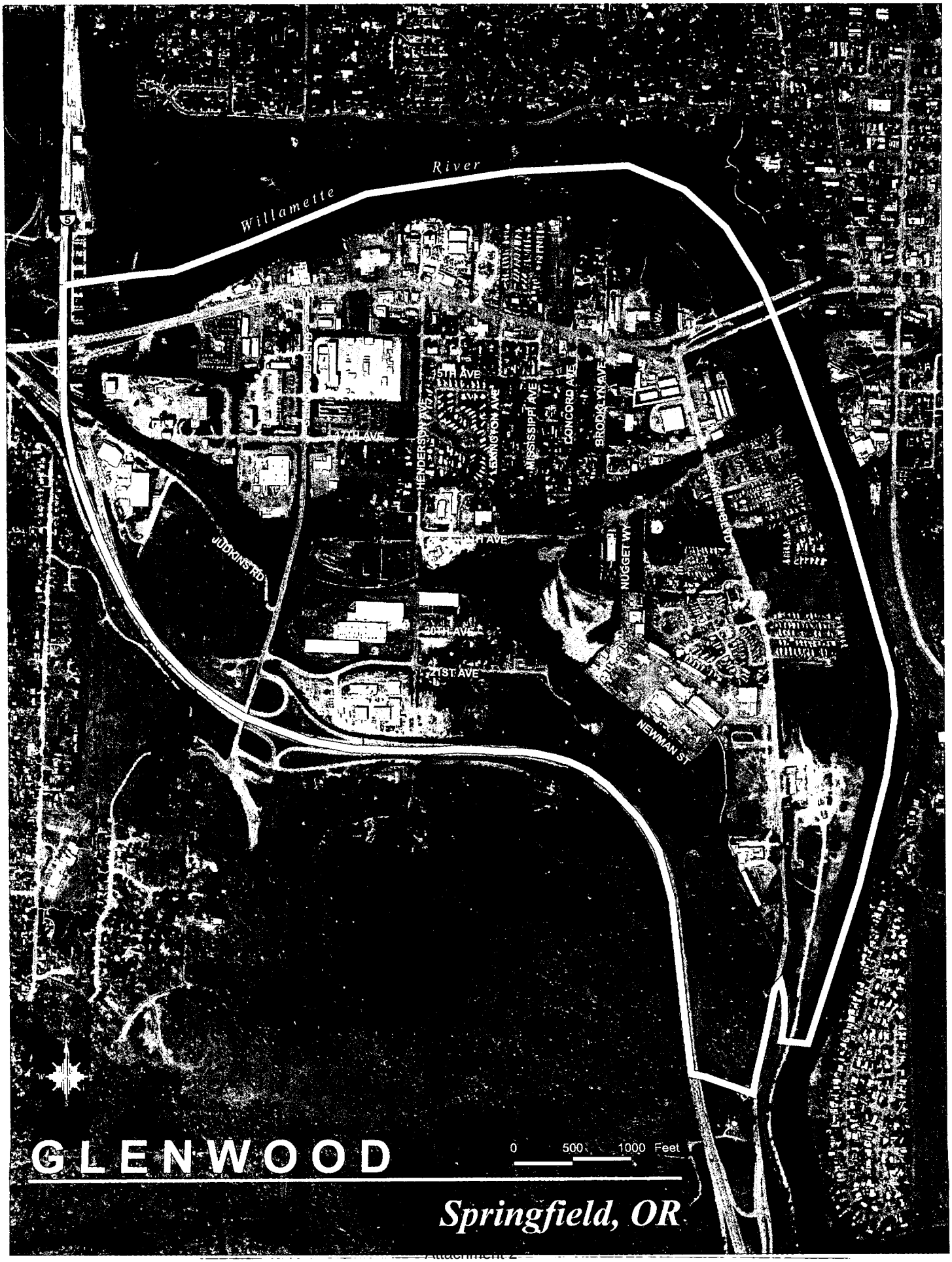
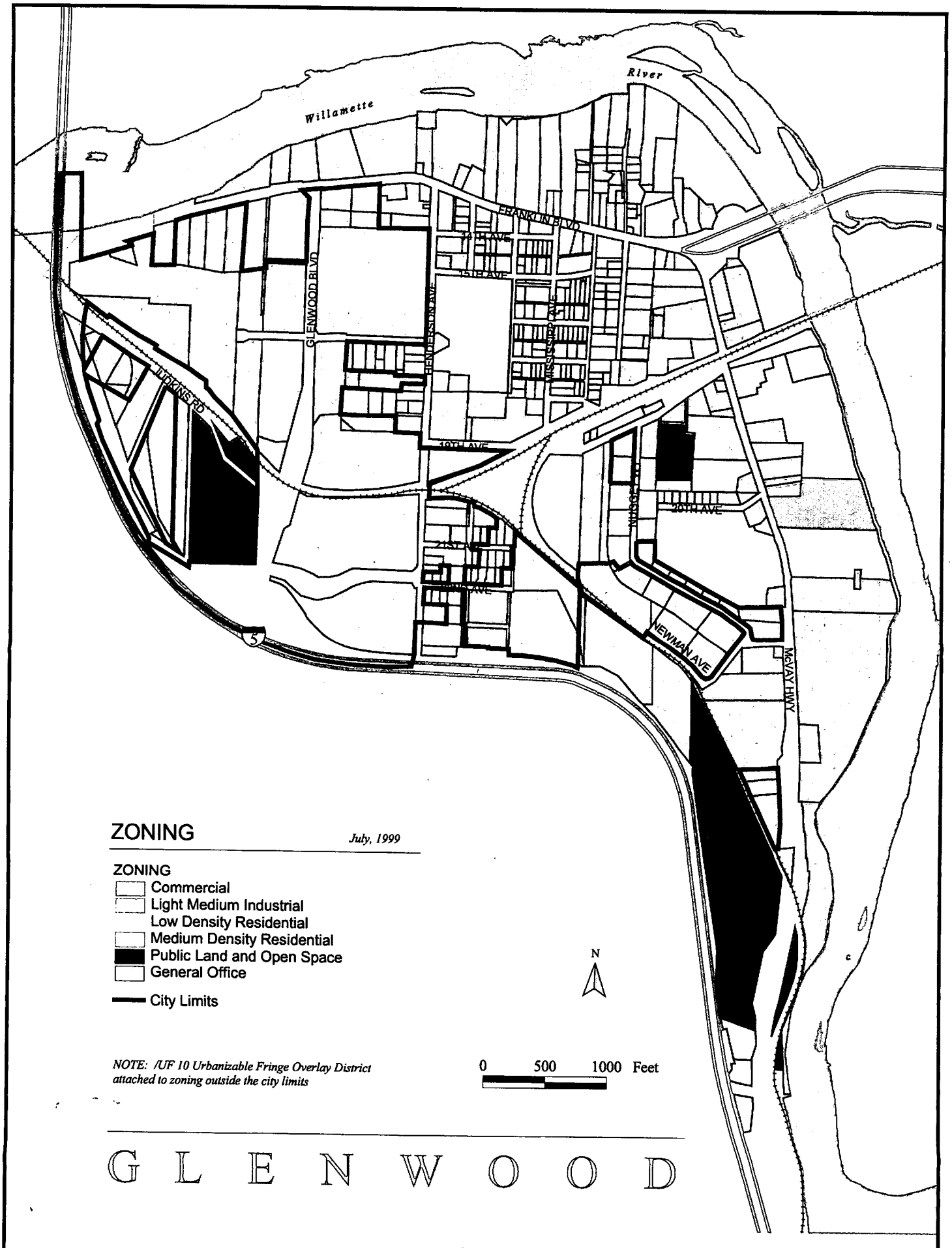
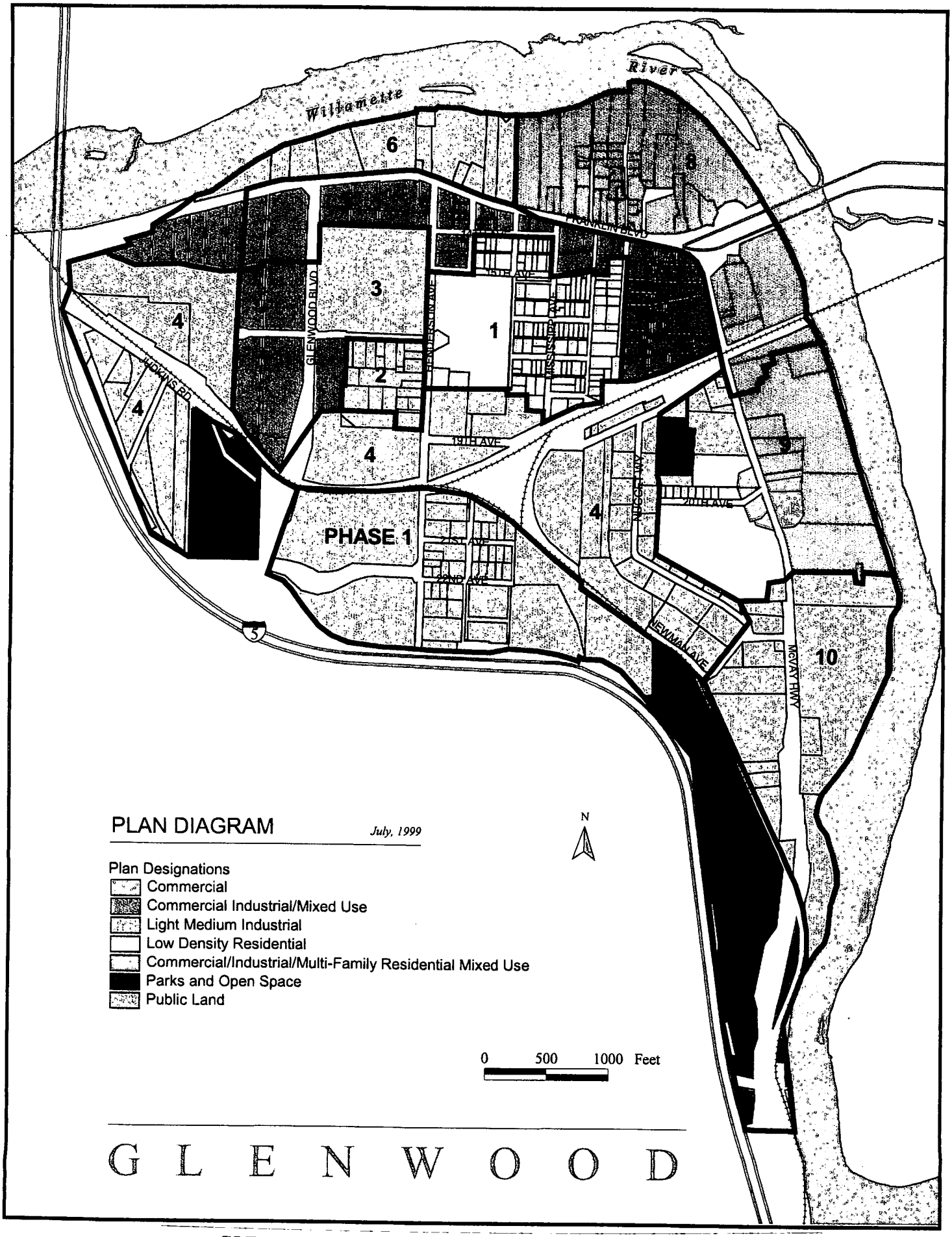

Willamette River
5
15TH AVE
HENDERSON AVE
LEXINGTON AVE
MISSISSIPPI AVE
CONCORD AVE
BROOKLYN AVE
47TH AVE
JUDKINS RD
NUGGET WY
30TH AVE
21ST AVE
NEWMAN ST
GLENWOOD
0 500 1000 Feet
Springfield, OR

EXHIBIT 1-2

Beginning at the point of intersection of the centerline of the Interstate Highway I-5 right of way, in Section 33, Township17 South, Range 3 West of the Willamette Meridian, in Lane County, Oregon with the centerline of the Willamette River; thence along the City limits line, Easterly and Southerly (upstream) along the centerline of the Willamette River, 13,000 feet, more or less, to a point at right angles from a point on the Westerly bank where the Easterly right of way of the Southern Pacific Railroad intersect the Westerly bank (most southerly point of tax lot 17-03-02-32-03800); thence Westerly at right angles to the centerline of the river, 200 feet, more or less, to the last said point of intersection on the West bank of the Willamette River; thence Northerly along the Easterly right of way of the Southern Pacific Railroad to a point of intersection with the Easterly right of way of McVay Highway (State Highway 225); thence Southerly along the Easterly right of way of said Highway to a point of intersection with the Westerly right of way of the Southern Pacific Railroad; thence Westerly, crossing said Highway right of way to a point on the Westerly right of way which is the Southeast corner of that tract of land described in a deed from Helene Macauley to Edward Macauley filed and recorded September 27, 1982 in Reel 1212R at Reception No. 8228958, Lane County Official Records, Lane County, Oregon (current tax lot 1803034000700); thence Northwesterly along the Southerly line of the last said tract to the Southwest corner thereof, said point is on the Easterly right of way of Interstate Highway I-5; thence Southwesterly at right angles the centerline of I-5 120 feet, more or less to a point on the centerline of I-5; thence along the centerline of I-5 Northerly and Westerly, 10,000 feet, more or less to the point of beginning, all in Lane County, Oregon.


Willamette River
FRANKLIN BLVD
GLENWOOD BLVD
HENDERSON AVE
MISSISSIPPI AVE
JOHN
HOLGATE AVE
WILLAMETTE AVE
JENKINS RD
18TH AVE
19TH AVE
20TH AVE
21ST AVE
NEWMAN AVE
McLAY HWY
5
ZONING
July, 1999
ZONING
Commercial
Light Medium Industrial
Low Density Residential
Medium Density Residential
Public Land and Open Space
General Office
City Limits
N
NOTE: /UF 10 Urbanizable Fringe Overlay District attached to zoning outside the city limits
0 500 1000 Feet
GLENWOOD


Willamette River
FRANKLIN BLVD
GLENWOOD BLVD
JUDKINS RD
BROADWAY AVE
PASSEO
19TH AVE
20TH AVE
21ST AVE
22ND AVE
NUCOR HWY
NEWMAN AVE
McVAY HWY
PHASE 1
1
2
3
4
5
6
8
10
PLAN DIAGRAM
July, 1999
N
Plan Designations
Commercial
Commercial Industrial/Mixed Use
Light Medium Industrial
Low Density Residential
Commercial/Industrial/Multi-Family Residential Mixed Use
Parks and Open Space
Public Land
0
500
1000 Feet
GLENWOOD

GLENWOOD URBAN RENEWAL PLAN

PART TWO EXHIBITS: REPORT ON THE GLENWOOD URBAN RENEWAL PLAN

November 15, 2004

Springfield Economic Development Agency
November 2004

GLENWOOD URBAN RENEWAL PLAN

ACKNOWLEDGEMENTS

This urban renewal plan was prepared with funding assistance from the City of Springfield. Springfield citizens participated in 14 workshops leading to the preparation of the renewal Plan and Report.

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John Tamulonis, Community Development Manager

Urban Renewal Consultant

Charles Kupper, Spencer & Kupper

REPORT ON THE GLENWOOD URBAN RENEWAL PLAN

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REPORT ON THE GLENWOOD URBAN RENEWAL PLAN

PROJECT BACKGROUND

The primary purpose of the Glenwood urban renewal plan is to revitalize the emerging industrial areas of this western part of Springfield and to redevelop the Willamette River-front areas along the north and easterly portions of Glenwood. The intent is to create jobs by attracting new industrial business, building housing, and attracting commercial businesses to the mixed residential-commercial zoned areas of Glenwood along the Willamette riverfront.

The renewal plan builds upon other work and study efforts focused on Glenwood. They include the Glenwood Refinement Plan (1999), the Glenwood Jurisdictional Study (1997), the Glenwood Riverfront Plan (2004), and the Willamalane Parks and Recreation Comprehensive Plan (2004).

The Glenwood urban renewal area is larger than the Glenwood Riverfront Plan project area of 2004 and incorporates that area within its boundary.

The General Introduction to Land Use (p. 9) in the Glenwood Refinement Plan forms a good general summary of the current state of conditions within the Glenwood Urban Renewal area. It states:

> "In general, diversity in type and condition characterize the existing land use patterns in Glenwood (See the Existing Land Use Map on Page 14). While there are distinct residential and industrial areas, there are also other areas that are mixed commercial and industrial areas. Sites and structures are found in a range of standard and substandard conditions.
>
> The Glenwood area's unique combination and pattern of land uses are due in part to its central location between Eugene and Springfield and in part to its location along major transportation corridors. In particular, the transportation corridors of Franklin Boulevard and the McVay Highway cater to automobile-oriented commercial/industrial uses and travel-oriented residential uses, such as mobile home/recreational vehicle parks. Glenwood's central location has also prompted large regional services to locate here, such as the Lane County Solid Waste Facility and more recently Lane Transit District's (LTD) bus maintenance and operations facility.
>
> Much of Glenwood's development has occurred without benefit of City services and a majority of the area is still outside the Springfield city limits. This largely non-urban form of development has also affected Glenwood's land use pattern. Most development has had to occur without sewers, resulting in land-intensive rather than labor-intensive industrial uses. Also, because of sewer unavailability, much of the 618 acres of land in Glenwood remains vacant or underutilized."

A general lack of urban services has restricted development, hindered redevelopment, and constrained widespread improvement in the quality of life in Glenwood. With a strong sense of residential community and neighborliness, the residents have an ambitious vision and direction outlined in the Refinement Plan. However, most of the problems are physical and need funds to

be built or that vision will not be realized. The Glenwood Urban Renewal Plan is intended to be the combination of projects and funding to overcome the problems and achieve the vision in the Refinement Plan (pp. 7-8):

"II. COMMUNITY VISION

- Glenwood as an area that provides a strong sense of residential community and neighborliness and affordable housing.
- Glenwood as a prime industrial location which allows industrial and residential development to be compatible with one another.
- Franklin Boulevard and the McVay Highway as attractive commercial corridors with safe pedestrian and bicycle access.
- The Willamette River frontage as an area that is accessible to the public and is developed with a compatible mixture of uses that take advantage of the river's aesthetic and recreational assets.
- Glenwood as an area that is easily accessible for pedestrians, bicyclists, and motorists to both Eugene and Springfield.
- Glenwood as an area in which full urban services will become available over time, with particular attention to provision of sanitary sewers.

III. COMMUNITY DIRECTION

1. Maintain and improve Glenwood's sense of identity and community as it transitions into the City.
2. Maintain the viability of the residential area within Glenwood by conserving and upgrading the quality of existing housing wherever possible while retaining its affordable character.
3. Promote Glenwood as an attractive industrial area because of its easy access to I-5 and rail service, its convenient location between Eugene and Springfield, and the availability of a variety of sizes of vacant industrial parcels.
4. Reduce conflicts between industrial and residential development through use of site review procedures.
5. Foster Franklin Boulevard and the McVay Highway as a desirable commercial location while improving its visual quality.
6. Encourage a variety of commercial, industrial, and residential uses as an integral part of the Glenwood community.
7. Promote use of rail service as a viable method of transport of industrial materials and goods.
8. Improve bicycle and pedestrian access into, out of, and within Glenwood and along the river.
9. Provide urban services in a timely way, including providing sanitary sewers to those who need them, improving street drainage, ensuring timely public safety response, and maintaining the viability of James Park or other park facilities.
10. Be sensitive to annexation concerns and provide for voluntary annexation wherever feasible.
11. Provide access to the river and promote development opportunities along the river, which take advantage of the river's natural assets and are sensitive to the river environment.
12. Improve the community's quality of life by addressing such issues as litter and noise pollution.

The existence of blighting conditions extends throughout the larger area covered by the Glenwood Urban Renewal Plan.

DEFINITION OF BLIGHTING CONDITIONS

ORS 457.010 defines "blight" as follows: (underlining is added for emphasis)

"Blighted areas mean areas which, by reason of deterioration, faulty planning, inadequate or improper facilities, deleterious land use or the existence of unsafe structures, or any combination of these factors, are detrimental to the safety, health or welfare of the community. A blighted area is characterized by the existence of one or more of the following conditions:

"The existence of buildings and structures, used or intended to be used for living, commercial, industrial or other purposes, or any combination of those uses, which are unfit or unsafe to occupy for those purposes because of any one or a combination of the following conditions:

"Defective design and quality of physical construction;

"Faulty interior arrangement and exterior spacing;

"Overcrowding and a high density of population;

"Inadequate provision for ventilation, light, sanitation, open spaces and recreation facilities; or "Obsolescence, deterioration, dilapidation, mixed character or shifting of uses."

"An economic dislocation, deterioration or disuse of property resulting from faulty planning;

"The division or subdivision and sale of property or lots of irregular form and shape and inadequate size or dimensions for property usefulness and development;

"The laying out of property or lots in disregard of contours, drainage and other physical characteristics of the terrain and surrounding conditions;

"The existence of inadequate streets and other rights-of-way, open spaces and utilities;

"The existence of property or lots or other areas which are subject to inundation by water;

"A prevalence of depreciated values, impaired investments and social and economic maladjustments to such an extent that the capacity to pay taxes is reduced and tax receipts are inadequate for the cost of public services rendered;

"A growing or total lack of proper utilization of areas, resulting in a stagnant and unproductive condition of land potentially useful and valuable for contributing to the public health, safety, and welfare; or

"A loss of population and reduction of proper utilization of the area, resulting in its further deterioration and added costs to the taxpayer for the creation of new public facilities and services elsewhere."

Note that it is not necessary for each of the cited conditions to be present in the renewal area, or that these conditions are prevalent in each and every sector of the urban renewal area.

100. DESCRIPTION OF THE PHYSICAL, SOCIAL AND ECONOMIC CONDITIONS IN THE RENEWAL AREA

100A. PHYSICAL CONDITIONS

1. Land Area

The Glenwood Renewal Area contains approximately 618 acres of land area. ORS 457.420 provides that the total land area of a proposed urban renewal district, when added to the land area of existing Renewal Areas may not exceed 25% of the City's land area. The City's current land area is approximately 9791 acres. The total of all acreage in renewal areas represents 6.25% of the City's land area. Total renewal area acreage is within the 25% limitation prescribed by ORS 457.420.

2. Existing Land Use and Development

The Glenwood Urban Renewal Area consists primarily of industrial land uses. The next largest land use is for residential purposes. There are a very limited number of residential uses scattered throughout the project area. Commercial development is concentrated along Franklin Boulevard that runs through the project area. This development is mostly strip commercial and serves Glenwood and surrounding communities with a range of services, convenience, and comparison shopping opportunities. The Glenwood Urban Renewal Area contains about 380 tax lots. The zoning of the tax lots is shown in Table 1, below.

GLENWOOD URBAN RENEWAL PLAN		
TABLE 1		
Renewal Area Zoning Breakdown		
Zoning Class	Approximate Acres	% of Total
Light-Medium Industrial	312	62.7%
Low-Density Residential	87	17.5%
Community Commercial	48	9.6%
Public Land & Open Space	38	7.6%
Medium-Density Residential	7	1.4%
General Office	6	1.2%
TOTALS:	498	100.0%

Table 1 shows that industrial zoned land is 62.74%; commercial zoned land is 9.6% of the uses planned for Glenwood area; while total residential uses are zoned for about 18.9%. The renewal area boundary was drawn to create a project area that was primarily industrial in nature, the bulk of Glenwood, and mixed residential/commercial along the Willamette riverfront and in scattered pockets south and west of Franklin Boulevard.

Actions undertaken in the Glenwood Urban Renewal Area will help make more productive use of land in Glenwood.

3. Building Conditions

There nearly 400 buildings in the Glenwood Urban Renewal area, excluding manufactured homes. As a side note to Table 1, most buildings in the area are zoned for industrial and commercial purposes. Visual inspection of building exteriors in the area shows the overall level of building conditions and upkeep is good for nearly 90% of industrial buildings. However, in scattered pockets, a significant number of industrial and commercial buildings exist in poor condition on Franklin Boulevard and Concord and Brooklyn Avenues; on Henderson, Seneca, 14th, 15th, Lexington, Mississippi and 19th Avenues; and on Nugget Way. The condition of some of these properties may make it economically infeasible to rehabilitate or repair them. The renewal area also contains vacant buildings in various states of disrepair: industrial (sub-areas 4, 6, 7, 8, and 9); commercial (in sub-areas 1, 6, 7, 8, 9, 10); and residential properties (in sub-areas 1, 2, 7, 8, and 9) in evident need of extensive exterior repairs to roofing, siding, foundations, steps, and exterior trim. A high proportion of the area's housing stock is in need of repair based on a windshield survey completed in the mid-1990's.

4. Conditions – Streets, Intersections, Sidewalk, and Storm Drainage

The general level of this basic infrastructure in the project area is more consistent with a rural area than with an urbanized one. The following discussion includes a summary of these conditions:

Most of the Glenwood area has been developed without an urban level of street improvements. This means that many of the streets are not well-defined by curbs and gutters, making it difficult to tell where the street stops and private property begins. Many of these streets are improved only to rural standards, have substandard rights-of way, or exist only on paper and are not developed at all. The existing improvements lack definition and have inadequate drainage due to their many types of construction.

In particular, there is no suitable, adequate, storm water drainage system for nearly the entire Urban Renewal area. In one of the few places it does exist, the Oregon Department of Transportation (ODOT) has indicated that its storm drainage pipe from Mississippi Avenue to I-5 is old, undersized, and needs to be replaced. Existing intersection improvements do not readily allow differentiation of local intersecting streets, through sidewalks, crossings, curbs, gutters, or signage, except with recent improvement near the Springfield bridges. There are few sidewalks. The few existing sidewalks are along Franklin Boulevard. They are both narrow and discontinuous and at curbside, immediately next to that heavily used highway.

Streetlights exist mostly along Franklin Boulevard and on streets that have annexed and at very wide spacing (below 'urban' standards) elsewhere in Glenwood outside the city limits. Two intersections in Glenwood have inadequate lighting: the intersection of Glenwood Boulevard and 22nd Avenue and the I-5 on and off ramps.

Except for the bike path connector to the Knickerbocker Bridge and on-street bike lane along Franklin Boulevard west of Glenwood Avenue, Glenwood does not have bicycle paths either on- or off-street for safe bike connections to and from Glenwood or for safe bicycle travel within the Glenwood area.

The following are key areas in need of infrastructure assistance: From Henderson Boulevard on the west and eastward between Franklin Boulevard/ McVay Highway and the Willamette River: Deep lots with many older buildings, houses, and manufactured homes needing repair, replacement, or upgrading; infrastructure in poor condition or non-existent; few or no street improvements except asphalt mat pavement in most of these areas and lack of roads providing suitable off-highway, internal access and circulation.

Nugget Way and Newman Street: Public streets in poor repair, misaligned, limited substandard curbing, and lack of storm water system, curbside sidewalks, and landscaping. Several industrial buildings in fair repair, many yards in general disarray.

22nd and 21st Avenues: Misaligned, narrow without curb, gutter, sidewalks, or suitable storm drainage systems. 21st Avenue is an unimproved gravel street serving three or four homes. Secondary emergency connections are not available to the areas served by these streets.

5. Conditions - Public Parking

There is very limited curbside public parking available in just a few partially improved streets, like 17th Street and Nugget Way (and during weekday working hours, the Nugget Way spaces are heavily used. There is no public parking or public parking lot on Franklin Boulevard or McVay Highway the main commercial thoroughfares. There is private, off-street parking available to patrons of most of the newer strip commercial properties along these streets. There is some limited public parking along unimproved streets, however, these parking areas are compromised in winter weather conditions because of the poor storm water drainage or storm water ditches. The lack of accessible and convenient parking is a detriment to investment in the urban renewal area.

6. Conditions - Water and Sanitary Sewer Services and Other Urban Services

Water and sanitary sewer service in the renewal project area is in need of repair, upgrade and maintenance, and are barely adequate for existing levels of development. New development would likely require additional sanitary sewer infrastructure or service improvements for looped systems, pumping, or valving to meet greater demands and/or timing of new industrial uses. Springfield Utility Board (SUB) is installing a major water line from Downtown Springfield to Glenwood to provide water from SUB sources. The Glenwood system is in transition to SUB sources from the Eugene Water and Electric Board and the Glenwood Water District as annexation and development occur.

Willamalane's Park and Recreation Comprehensive Plan (March 2004) notes that Glenwood residents have limited access to close-to-home parks (within a service area of ¼ to ½ mile considering major barriers to access: major Streets, railways, topography). Willamalane identifies the difficulties in Glenwood and indicates a need to expand the Willamette River park

system, active recreation areas, river access, and expand recreation opportunities for Glenwood residents.

7. Conditions - Visual Appearance

The commercial core of Glenwood is aligned along Franklin Boulevard (called McVay Highway south of the Springfield bridges and part of the State Highway system under the jurisdiction of the Oregon Department of Transportation (ODOT)). Franklin Boulevard is characterized by a mix of strip commercial development of varying styles and quality, most fronted by parking lots, and a mix of older, "main street" commercial properties on very small lots, with only on-site parking. The "main street" area has several vacant storefronts and generally shows more need of repair. There are overhead power lines throughout the area, adding to the visual clutter. Attractive street furniture, signs, banners, trees, landscaping, or other visual amenities are non-existent, rare, or scattered.

The Lane County Central Receiving Station is a transfer site for solid waste from the metropolitan area. Solid waste is received and deposited in the facility's pit where it is compacted and then trucked to the Short Mountain landfill. The site also has a recycling station and a composting project for yard waste. Because of the nature of the activity, the facility does affect surrounding areas in Glenwood. Physical appearance is not specifically listed as a condition of blight in ORS 457, however, appearance of modern industrial sites including green space, plantings, improved business frontage and parking areas, low external impacts, etc. are important to economically productive industrial and commercial sites and nearby properties. Economically underproductive sites are considered blighted. As development and redevelopment occurs in surrounding areas the Lane County Central Receiving Station should be evaluated to see if the facility may be redeveloped for other uses that are more productive economically and that enhance the area's overall redevelopment.

8. Conditions – Land and Building Values

It is anticipated that the 2004-05 tax roll will establish the initial base of assessed values for the Renewal Area. The figures are not yet available for the total assessed valuation for the Glenwood urban renewal district for that year. The total assessed value of property within the Urban Renewal Area for the 2003-04 tax year is calculated at $74,480,444 in land and building values. The total assessed value of the Glenwood Urban Renewal Area represents about 2.9% of the total property valuation within the City of Springfield. Total certified values within all renewal areas therefore are expected to be well within the maximum 25% of total valuation allowed by urban renewal law.

9. Conditions – Investment and Utilization of Land

Real property values within the Renewal Area are largely concentrated in industrial and commercial property classifications. The overall value of land to improvements in the Renewal Area is extraordinarily low for an urban area, especially an area that represents a major concentration of industrial uses and is developed to nearly urban densities. The real market value of land in the renewal area is $50.07 million and the real market value of improvements is $74.48 million. The ratio of building value to land value is just under 1.5:1. Mature urban areas, especially those that include so much commercial and industrial building, are expected to exhibit

improvement to value ratios in the 4:1 or 5:1 range. While this ratio can not be expected in a redeveloping community like Glenwood, it is most unusual for building values in a substantially developed part of an area to barely exceed land values. The data point to a lack of investment in the renewal area, depreciated values, and a loss of tax producing ability for the Glenwood project area.

100B. SOCIAL AND ECONOMIC CONDITIONS

Census data for the renewal area itself is not available. However, according to the Glenwood Refinement Plan (pp. 11-12):

> "The community of Glenwood has a population of approximately 1,330 people. Most of the residents are found either in the Central Residential subarea or in the eight mobile home parks located along Franklin Boulevard and the McVay Highway.
>
> Glenwood has a small average household size (1.82 persons) and a high percentage of one-person households (43 percent). Glenwood has a significantly higher proportion of elderly persons than Eugene or Springfield. Glenwood serves an important function in the metropolitan area by providing low-cost housing, including manufactured dwellings. Residential development in Glenwood generally consists of single-family houses, manufactured dwellings on individual lots, and manufactured dwellings in parks. The density in the residential area is 6.9 units per acre, within the low-density residential range of 1-10 units per acre.
>
> Glenwood has a very high percentage of manufactured dwellings compared with other types of housing. There are 744 dwelling units in Glenwood. Of these, 72 percent are manufactured dwellings (66 percent in parks and 6 percent on individual lots) and 23 percent are single-family residences Number of Residential Units by Structure Type). There are 46 manufactured dwellings on individual lots in Glenwood. These were established when Glenwood was under Lane County's jurisdiction. The City allows Type I manufactured dwellings on vacant lots, outside of manufactured dwelling parks; and Type I and II manufactured dwellings within manufactured dwelling parks.
>
> There are 167 single-family residences in Glenwood. Of these, 42 percent are owner-occupied. Eugene's windshield survey conducted to determine general housing quality has indicated that a majority (62 percent) of the residential structures in Glenwood are in need of major repair."

200. EXPECTED FISCAL, SERVICE, AND POPULATION IMPACTS OF PLAN

Urban renewal plan activities are aimed at alleviating traffic, parking and pedestrian safety problems, at repairing and redeveloping property within the area, and at upgrading lighting, streets, sidewalks, open space conditions and providing new or upgraded infrastructure in the Renewal Area. The Urban Renewal Plan is expected to facilitate planned, orderly growth as anticipated in the Eugene-Springfield Metro Area General Plan and Glenwood Refinement Plan.

The Plan is not expected to result in a need for any additional police, fire, or other emergency services beyond those already contemplated by the City and other service providers.

The Renewal Area boundary includes some proposed housing development. Carrying out the Renewal Plan is expected to result in population growth in Glenwood, with perhaps as many as 815 new housing units. But that growth is included in the overall population growth of the City of Springfield over the next 20 years and the fiscal impacts are not significant relative to growth in other parts of the much larger Springfield city limits. Renewal Plan activities, however, are not expected to influence the timing or scale of these developments. And therefore, carrying out the Plan is expected to have no impacts on School District 4J, given Glenwood small size relative to the size of School District 4J. Carrying out the Renewal Plan is not expected to have any additional impact on water and sewer service needs, since the utilities' planning include providing services to these and other utilities in the urban renewal area. Project activities are not expected to require the relocation or removal of any residential or commercial properties by the renewal agency.

Carrying out the Renewal Plan will require the use of tax increment revenues. The tax impacts of the Renewal Plan are discussed in detail in Section 500 D of this report.

The Renewal Plan is expected to produce positive fiscal and service impacts for Glenwood. Among the public benefits of the renewal plan are:

- Street and circulation improvements will improve public safety and convenience.
- Infrastructure improvements will provide better utility service and decrease public maintenance costs
- New businesses will provide additional shopping convenience and reduce vehicular trips and time.
- New development that enhances the river experience will improve environmental conditions along the Willamette River.
- Rehabilitation programs will preserve and renew properties in residential neighborhoods and in commercial areas along Franklin Boulevard in Glenwood.
- An increase in construction expenditures and purchases kept in Glenwood will create secondary jobs.
- The Renewal Plan will help the City of Springfield fund a number of projects listed in the City's Capital Improvements Program in the Glenwood Refinement Plan and in the Glenwood Riverfront Plan for the Urban Renewal Plan Area .
- The Renewal Plan will develop the opportunity areas between Franklin Boulevard and the Willamette River, now without suitable streets, public access or infrastructure for tourism, mixed commercial-residential, or other major development by providing urban standard roads, supportive urban services and utilities, area-wide storm drainage systems, and allowing public access and protection of the riverfront areas.
- Construction of a Lane County Sheriff substation/court facility and other city/county public service facilities will help to provide a full complement of public safety, health and other services thereby maintaining and enhancing safety in the renewal area and ensuring that the proposed and existing development in the renewal area are supported and protected by adequate public services.

The public and private investments made in the renewal area are likely to encourage new investment in areas adjacent to the renewal area. The value thus created can not be quantified, but observation of renewal programs around the state indicates that there are spillover investment effects from a successful renewal program. There are other positive effects of a renewal program that do not lend themselves easily to quantification, for they are quality of life issues. Retaining Glenwood's neighborly atmosphere, maintaining the Franklin Boulevard as the artery of the area, improving housing, expanding cultural, and shopping opportunities along the riverfront, and improving the appearance of Glenwood all have value to this area's sense of community. In fact, these qualities have been expressed as important community values and directly influenced creation of this renewal plan and its projects.

The expenditure of tax increment funds is expected to produce new property values for the City of Springfield. The renewal project is estimated to be completed by the year 2025. During that period, property values in the renewal area are expected to increase by approximately $254.3 million. At current property tax rates, the new property values anticipated in the renewal area will contribute over $4.07 million in property tax revenues in the first year after the project is ended. Of that revenue, approximately $1.32 million will return to the City of Springfield. That property tax revenue will continue to grow thereafter as a result of increases in annual assessments.

300. REASONS FOR SELECTING THE URBAN RENEWAL AREA

The Urban Renewal Plan Area was selected based on Glenwood Refinement Plan and the Eugene Springfield Metro Area General Plan goals, objectives, and policies and on the existence of blighting conditions within the area. The project area evidences the following characteristics of blight:

- A lack of proper utilization of land planned for tax producing purposes.
- Deficiencies in streets, curb, sidewalk, water and sewer services in the project area.
- Deficiencies in public recreation and open space opportunities.
- Poor visual and aesthetic conditions, contributing to a low level of investment in the project area.
- Poor building conditions in the project area.
- A prevalence of low values and lack of investment in the project area, and reduced tax receipts resulting there from.

Conditions within the Renewal Area exist and satisfy the definitions of blight in ORS 457.010. Treating and curing these conditions are reasons for selecting this renewal area.

400. RELATIONSHIP BETWEEN PROJECT ACTIVITIES AND EXISTING CONDITIONS IN THE PROJECT AREA

1. Unpaved streets, or those lacking curbs and sidewalks will be improved throughout the Renewal Area.
2. Assistance for rehabilitation and new development will attract new investment to the area, and improve the building conditions and blighted appearance of the area.
3. Streetscape activities will improve the visual appearance of the area, and provide a better climate for new investment in the project area.
4. Parking improvements will make it easier for tourists and visitors to shop, or take advantage of recreational opportunities, thereby encouraging expenditures and new investments in the area.
5. Improvements to parks, public buildings, and open spaces will treat deficiencies in those areas.
6. Administration and planning activities will assure the plan is carried out effectively and in conformance with applicable managerial and fiscal requirements.

500. FINANCIAL ANALYSIS OF PLAN

500A. ESTIMATED PROJECT COST AND REVENUE SOURCES

Table 2 shows the estimated total costs of the Glenwood Urban Renewal Project. These costs are the total anticipated costs, allowing for 4% inflation during the life of the project.

The principal method of funding the project share of costs will be through use of tax increment financing as authorized by ORS 457. Revenues are obtained from anticipated urban renewal bond proceeds and the proceeds of short term urban renewal notes.

Table 2 shows that the total costs of project activities are estimated at $23,600,000 in 2004 dollars. Table 3 uses the costs in Table 2 and 2a and assumes inflation of 3% annually of the project costs. The Maximum Indebtedness authorized under this plan is thirty-two million eight hundred sixty thousand Dollars ($32,860,000). This amount is the principle of such indebtedness and does not include interest or indebtedness incurred to refund or refinance such indebtedness.

The capacity for urban renewal bonds is based on projections of urban renewal revenues. Anticipated annual revenues are shown in Table 3 of this Report. Table 3 anticipates there will be five long-term bond issues during the life of the plan.

Bonds will be issued as revenues, project requirements, and overall bond market conditions dictate. In addition, the Renewal Agency will apply for, and make use of funding from other federal, state, local, or private sources as such funds become available.

GLENWOOD RENEWAL PLAN		
Table 2		
ESTIMATED COST OF PROJECT ACTIVITIES	**Estimated cost**	**Completion Date**
Development and Redevelopment	$4,550,500	2015
Prepare industrial sites for development		
Industrial & business rehabilitation loans		
Clean-up unused and under-used sites		
Redevelop parcels & buildings thru options, lease, etc.		
Remove/replace substandard buildings for mixed-use		
Public utility infrastructure		
Riverfront Improvements	$875,000	2010
Mitigate wetlands, riverside/riparian improvements		
Major Regional Development	$2,000,000	2012
Assist major development (e.g., civic center, hotel, etc)		
Neighborhood Safety & Health	$4,480,000	2015
Public sanitary sewer laterals/septic system remediation		
Low/moderate income housing		
Relocation assistance as needed		
Transportation Improvements	$6,145,000	2014
Franklin Boulevard to 'urban standards'		
Intersection improvements		
Rights-of-way acquisition and urban road construction		
Lane County Projects	$1,900,000	2013
Study relocation of Solid Waste facility, decommission, clean-up and re-use site		
Sheriff substation/court facilities		
Other County public services, like medical clinic		
Willamalane Parks Plan Projects	$1.050,000	2013
James Park improvements		
New Glenwood Neighborhood Park		
New multi-use Community Park along Willamette River		
Glenwood historic, natural area, & landmark signage		
Preservation & Rehabilitation	$550,000	2012
Housing/neighborhood rehabilitation programs		
Urban Renewal Support	$350,000	2025
Market, geotechnical, planning and other studies; appraisals, engineering, etc.		
Program Administration	$1,750,000	2025
TOTALS (2004 dollars)	**$23,600,000**	

500B. ANTICIPATED START & FINISH DATES OF PROJECT ACTIVITIES

The project activities shown in Table 2 will begin in 2005. The sequencing and prioritization of individual project activities shown in Table 2 and 2a will be done by the Urban Renewal Agency and any citizen advisory bodies that the Agency calls upon to assist in this process. The priority of projects and annual funding will be as established in the annual budget process. Completion dates for individual activities may be affected by changes to local economic and market conditions, changes in the availability of tax increment funds, and changes in priorities for carrying out project activities, especially with public partners like Lane County, Willamalane Parks District, and others.

It is estimated that all activities proposed in this plan will be completed and project indebtedness paid off by 2025. At that time, the tax increment provisions of this plan can be ended.

500C. ESTIMATED EXPENDITURES AND YEAR OF DEBT RETIREMENT

It is estimated that the Glenwood urban renewal district will collect tax increment revenue between the years 2005 and 2025. It is estimated that the district will produce $36.75 million in tax increment receipts in that period. These funds will be utilized to finance project activities and pay debt service costs, including interest, associated with undertaking these project activities.

It is anticipated that available project revenues and funds accumulated in a special fund for debt redemption will be sufficient to retire outstanding bonded indebtedness in the year 2025 and terminate the tax increment financing provisions of the project. After all project debt is retired and the project closed out, it is estimated that there will be surplus tax increment funds. These funds will be distributed to taxing bodies affected by this plan, as provided in ORS 457.

Table 3 of this Report shows the anticipated tax increment receipts for each year of the project and the use of those receipts. Table 3 follows on the next page.

GLENWOOD URBAN RENEWAL PLAN
Table 3:
RESOURCES AND REQUIREMENTS

				Year 5		
	2005	2006	2007	2008	2009	2010
RESOURCES						
Beginning Balance	$0	$5,213	$10,929	$17,275	$30,599	$52,471
Tax Increment Revenue	$145,943	$224,709	$307,611	$394,866	$624,228	$728,105
Delinquency at 3% average	($4,378)	($6,741)	($9,228)	($11,846)	($18,727)	($21,843)
Proceeds of Borrowings	$0	**$922,000**	$0	$0	$0	$0
Investment Earnings at 2.5%	$3,649	$5,748	$7,964	$10,304	$16,371	$19,514
Total Resources	$145,213	$1,150,929	$317,275	$410,599	$652,471	$778,247
REQUIREMENTS						
Outlays on Projects	$140,000	$940,000	$100,000	$180,000	$400,000	$550,000
	$0	$0	$0	$0	$0	$0
Total project costs funded in year	$140,000	$940,000	$100,000	$180,000	$400,000	$550,000
Total Debt Service	$0	$200,000	$200,000	$200,000	$200,000	$200,000
Total Outlays	$140,000	$1,140,000	$300,000	$380,000	$600,000	$750,000
Total Resources	$145,213	$1,150,929	$317,275	$410,599	$652,471	$778,247
Ending Balance	$5,213	$10,929	$17,275	$30,599	$52,471	$28,247

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GLENWOOD URBAN RENEWAL PLAN
Table 3 continued:
RESOURCES AND REQUIREMENTS

	Year 10					
	2011	2012	2013	2014	2015	2016
RESOURCES						
Beginning Balance	$28,247	$28,438	$11,270	$34,400	$162,524	$79,298
Tax Increment Revenue	$853,753	$987,057	$1,128,490	$1,409,311	$1,590,665	$1,783,807
Delinquency at 3% average	($25,613)	($29,612)	($33,855)	($42,279)	($47,720)	($53,514)
Proceeds of Borrowings	**$6,600,000**	$0	$0	$0	**$6,280,000**	**$0**
Investment Earnings at 2.5%	$22,050	$25,387	$28,494	$36,093	$43,830	$46,578
Total Resources	$7,478,438	$1,011,270	$1,134,400	$1,437,524	$8,029,298	$1,856,169
REQUIREMENTS						
Outlays on Projects	$6,850,000	$400,000	$500,000	$675,000	$6,600,000	$475,000
	$0	$0	$0	$0	$0	$0
Total project costs funded in year	$6,850,000	$400,000	$500,000	$675,000	$6,600,000	$475,000
Total Debt Service	$600,000	$600,000	$600,000	$600,000	$1,350,000	$1,350,000
Total Outlays	$7,450,000	$1,000,000	$1,100,000	$1,275,000	$7,950,000	$1,825,000
Total Resources	$7,478,438	$1,011,270	$1,134,400	$1,437,524	$8,029,298	$1,856,169
Ending Balance	$28,438	$11,270	$34,400	$162,524	$79,298	$31,169

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GLENWOOD URBAN RENEWAL PLAN
Table 3 continued:
RESOURCES AND REQUIREMENTS

	Year 15					
	2017	2018	2019	2020	2021	2022
RESOURCES						
Beginning Balance	$31,169	$36,505	$51,713	$47,288	$25,006	$48,148
Tax Increment Revenue	$1,989,504	$2,225,423	$2,334,957	$2,589,483	$2,861,826	$3,153,233
Delinquency at 3% average	($59,685)	($66,763)	($70,049)	($77,684)	($85,855)	($94,597)
Proceeds of Borrowings	$0	$0	**$4,621,000**	$0	$0	$0
Investment Earnings at 2.5%	$50,517	$56,548	$59,667	$65,919	$72,171	$80,035
Total Resources	$2,011,505	$2,251,713	$6,997,288	$2,625,006	$2,873,148	$3,186,818
REQUIREMENTS						
Outlays on Projects	$625,000	$850,000	$4,850,000	$500,000	$725,000	$1,000,000
	$0	$0	$0	$0	$0	$0
Total project costs funded in year	$625,000	$850,000	$4,850,000	$500,000	$725,000	$1,000,000
Total Debt Service	$1,350,000	$1,350,000	$2,100,000	$2,100,000	$2,100,000	$2,100,000
Total Outlays	$1,975,000	$2,200,000	$6,950,000	$2,600,000	$2,825,000	$3,100,000
Total Resources	$2,011,505	$2,251,713	$6,997,288	$2,625,006	$2,873,148	$3,186,818
Ending Balance	$36,505	$51,713	$47,288	$25,006	$48,148	$86,818

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GLENWOOD URBAN RENEWAL PLAN
Table 3 continued:
RESOURCES AND REQUIREMENTS

	Year 20	Year 21
	2023	2024	2025
RESOURCES			
Beginning Balance	$86,818	$86,702	$68,546
Tax Increment Revenue	$3,465,038	$3,798,670	$4,155,656
Delinquency at 3% average	($103,951)	($113,960)	($124,670)
Proceeds of Borrowings	$0	$0	$0
Investment Earnings at 2.5%	$88,796	$97,134	$105,605
Total Resources	$3,536,702	$3,868,546	$4,205,137
REQUIREMENTS			
Outlays on Projects	$1,350,000	$1,700,000	$3,450,000
	$0	$0	$0
Total project costs funded in year	$1,350,000	$1,700,000	$3,450,000
Total Debt Service	$2,100,000	$2,100,000	$750,000
Total Outlays	$3,450,000	$3,800,000	$4,200,000
Total Resources	$3,536,702	$3,868,546	$4,205,137
Ending Balance	$86,702	$68,546	$5,137

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500D. IMPACT OF TAX INCREMENT FINANCING

The passage of Ballot Measure 50 (BM50) has changed Oregon's property tax system, and the impacts of urban renewal on taxpayers, and other taxing bodies. Prior to BM50, collection of tax increment revenues for a renewal agency resulted in an increase in the taxpayer's property tax rate. Taxing bodies suffered no revenue losses, unless there was overall compression of property tax revenues.

Under Ballot Measure 50, collection of tax increment revenue can impact the potential property tax revenues received by overlapping tax bodies. These taxing bodies will not be able to apply their permanent BM50 tax rates against the new values added within the urban renewal area. As a result, the taxing bodies will forego revenue they otherwise might have had if there was no renewal plan in effect. In addition, the presence of the urban renewal program could impact the tax rates for future local option levies, or exempt bond issues by taxing bodies, for the tax rates for these bonds and levies will be calculated without the incremental values within the urban renewal area.

HB 3215

House Bill 3215, passed by the Legislature in 2001, will result in gradual loss of bond rates and that is taken into account in the revenue projections for the Glenwood Urban Renewal plan. For new renewal plans such as this in Glenwood, the provisions of the bill remove the tax rates for voter approved bonded indebtedness from the formula for calculating tax increment revenues. These tax rates will be phased out of the tax increment revenue formula gradually as current bond issues are retired.

Revenues Foregone by Affected Taxing Bodies

Table 4 shows the anticipated cumulative incremental values in the Renewal Area over the life of the Plan and the anticipated property tax revenues foregone as a result of taxing bodies not being able to apply their permanent BM50 tax rates to those values.

Present Value of Revenues Foregone

The revenues foregone in Table 4 are expressed in constant 2004 dollars. The dollars foregone shown in Table 4 therefore are misleading, for they do not take inflation into account. Clearly a dollar twenty years from now would be worth less than a dollar today as inflationary effects occur. In order then to put the revenue foregone into current day perspective, Table 5 provides a Present Value calculation of the revenue foregone over a twenty year period. In this calculation, the annual revenues foregone by the taxing bodies are discounted by 3.5%. That produces a lower, but more realistic picture of the present day revenues that might be foregone by the taxing bodies over the life of the plan.

Two additional notes should be made about revenues foregone by affected taxing bodies. One, Tables 4 and 5 both assume that all the new values in the Glenwood Renewal Area would occur, even without the investment of urban renewal funds. In fact, however, a major part of the Glenwood Renewal Area lacks even the basic

infrastructure needed to allow new development. It is more realistic to assume that the public expenditures on renewal activities will have some effect on the growth of values within the urban renewal area. If one makes that assumption, some of the values which are used to calculate revenue foregone would not materialize at all. This assumption is not made, here, but if it were used, it would further reduce the revenues foregone by the affected taxing bodies.

Two, some will look at the total revenues foregone, and assume that the total shown is lost immediately. As the revenue foregone tables show, these revenues are foregone annually, over an extended period of time, not all at once. Given the size of the total budgets of the taxing bodies, the annual revenues foregone usually represent only a minor percentage of their total budgets.

Impact on Schools

Under the current method of funding K-12 level education, the urban renewal program will not result in revenue losses for those educational units of government.

Financial Impact of Plan after Indebtedness is Repaid.

When all the projects contained in the Urban Renewal Plan are completed, an estimated $254.3 million in assessed values will be placed back on the tax roll. In the following year, property tax revenues generated by those values are estimated to be approximately $4.07 million. Given a 3% inflation of values, the revenues foregone by the overlapping taxing bodies will be repaid in a period of six years after the district is terminated.

The tax impact on each of the overlapping taxing bodies is shown in Tables 4 and 5 on the following pages.

Glenwood Urban Renewal Plan

Table 4- Taxes Foregone by Affected Taxing bodies

	County TaxRate	City Tax Rate	Willamalane	School Dist 4-J	Lane CC	Lane ESD			Water Dist
	$1.270	$4.74	$2.01	$4.75	$0.62	$0.22			$3.19

Fiscal Year	Cumulative New Incremental Values in area	Lane Co tax foregone on new values	Springfield tax foregone on new values	Willamalane Park foregone on new values	4J SD foregone on new values	Lane CC foregone on new values	ESD tax foregone on new values		Glenwood Water Dist Values in area	Water Dist foregone on new values
2005	$8,580,467	$10,897	$40,674	$17,247	$40,744	$5,312	$1,915		$3,813,395	$12,148
2006	$13,211,438	$16,779	$62,626	$26,555	$62,735	$8,179	$2,949		$5,871,525	$18,704
2007	$18,085,534	$22,969	$85,731	$36,352	$85,879	$11,197	$4,037		$8,037,707	$25,604
2008	$23,215,520	$29,484	$110,049	$46,663	$110,239	$14,373	$5,182		$10,317,613	$32,867
2009	$34,614,831	$43,961	$164,085	$69,576	$164,369	$21,430	$7,726		$12,717,215	$40,511
2010	$48,112,605	$61,103	$228,068	$96,706	$228,463	$29,787	$10,739		$15,242,796	$48,556
2011	$54,819,013	$69,620	$259,859	$110,186	$260,308	$33,938	$12,236		$17,900,969	$57,024
2012	$62,891,975	$79,873	$298,127	$126,413	$298,643	$38,936	$14,037		$20,698,697	$65,936
2013	$71,454,708	$90,747	$338,717	$143,624	$339,303	$44,238	$15,949		$23,643,305	$75,316
2014	$81,275,115	$103,219	$385,268	$163,363	$385,935	$50,317	$18,141		$26,742,506	$85,188
2015	$91,733,850	$116,502	$434,846	$184,385	$435,598	$56,792	$20,475		0***	0***
2016	$102,872,402	$130,648	$487,646	$206,774	$488,490	$63,688	$22,961		$0	$0
2017	$114,734,960	$145,713	$543,878	$230,617	$544,819	$71,032	$25,609		$0	$0
2018	$128,340,401	$162,992	$608,372	$257,964	$609,424	$79,456	$28,646		$0	$0
2019	$142,898,224	$181,481	$677,380	$287,225	$678,552	$88,468	$31,895		$0	$0
2020	$158,475,094	$201,263	$751,219	$318,535	$752,519	$98,112	$35,372		$0	$0
2021	$175,142,344	$222,431	$830,227	$352,036	$831,663	$108,431	$39,092		$0	$0
2022	$192,976,303	$245,080	$914,766	$387,882	$916,348	$119,472	$43,072		$0	$0
2023	$212,058,638	$269,314	$1,005,222	$426,238	$1,006,960	$131,286	$47,331		$0	$0
2024	$232,476,737	$295,245	$1,102,009	$467,278	$1,103,916	$143,926	$51,889		$0	$0
2025	$254,324,103	$322,992	$1,205,573	$511,191	$1,207,658	$157,452	$56,765		$0	$0
Totals		$2,822,314	$10,534,341	$4,466,811	$10,552,564	$1,375,822	$1,061,814			$461,852
Present Value		$1,700,155	$6,345,864	$2,690,797	$6,356,841	$828,792	$298,799			$365,086

*** This portion of renewal area assumed to be annexed into Springfield in year 10

TABLE 5
PRESENT VALUE OF REVENUES FOREGONE BY TAXING BODIES
Revenues Foregone In Table 4 are discounted at 3.5%

Year	Lane County Foregone	Springfield Foregone	Parks District Foregone	SD 4J Foregone	ESD Foregone	LCC Foregone	Glenwood Water Foregone	Goshen FD Foregone
2005	$10,529	39,299	16,664	39,367	$1,850	5,133	11,737	6,336
2006	$15,663	58,462	24,789	58,563	$2,753	7,635	17,460	9,425
2007	$20,716	77,324	32,787	77,458	$3,641	10,099	23,093	12,466
2008	$25,693	95,901	40,664	96,067	$4,516	12,525	28,641	15,461
2009	$37,014	138,155	58,581	138,394	$6,505	18,044	34,109	18,413
2010	$49,707	185,534	78,671	185,855	$8,736	24,231	39,500	21,323
2011	$54,721	204,246	86,605	204,600	$9,617	26,675	44,820	24,195
2012	$60,656	226,401	95,999	226,793	$10,660	29,569	50,072	27,030
2013	$66,584	248,527	105,381	248,957	$11,702	32,459	55,261	29,831
2014	$73,174	273,124	115,811	273,597	$12,860	35,671	60,392	32,601
2015	$79,798	297,846	126,294	298,361	$14,024	38,900	0	0
2016	$86,461	322,716	136,839	323,274	$15,195	42,148	0	0
2017	$93,170	347,758	147,458	348,360	$16,374	45,418	0	0
2018	$100,694	375,841	159,366	376,491	$17,697	49,086	0	0
2019	$108,324	404,322	171,442	405,021	$19,038	52,806	0	0
2020	$116,070	433,233	183,701	433,982	$20,399	56,582	0	0
2021	$123,939	462,606	196,156	463,406	$21,782	60,418	0	0
2022	$131,941	492,474	208,821	493,326	$23,188	64,319	0	0
2023	$140,085	522,872	221,710	523,776	$24,620	68,289	0	0
2024	$148,380	553,832	234,838	554,790	$26,078	72,332	0	0
2025	$156,835	585,391	248,220	586,404	$27,564	76,454	0	0
	$1,700,155	$6,345,864	$2,690,797	$6,356,841	$298,799	$828,792	$365,086	$197,081

500E. FINANCIAL FEASIBILITY OF PLAN

Table 3 (Table 2a shows estimating detail) in Section 500 of the Report to the Plan shows the estimated costs of project activities at $22.6 million. The principal source of revenue to carry out project activities will be annual tax increment revenues of the Renewal Agency. Anticipated tax increment revenues are shown in Table 4. The tax increment revenues shown in Table 5 are based on the following assumptions:

1. Overall assessed values in the renewal area are indexed upward 5.25% annually until 2012, 6.5% annually from 2013 until 2018, and 7% annually from 2019 until 2025. This is mostly below the recent growth rates in Glenwood. Note that these applied growth rates include a combination of increased value of existing development (below 3% maximum increase in assessed value allowed) plus the added property value of new development.

2. Assessed valuation of $10 million is assumed to be added in 2010 from a new major development in the Plan area.

3. Bond rates are assumed to drop by $1 in year 10 of the Plan and by an additional $1 in year 15 of the Plan.

The revenues shown in Table 3 are expected to be sufficient to carry out all project activities currently shown on the Urban Renewal Plan, and to retire project indebtedness within a 21-year period. It is financially feasible to carry out the Urban Renewal Plan for the Glenwood Urban Renewal Area.

600. RELOCATION

600A. PROPERTIES REQUIRING RELOCATION

No relocation is anticipated at the adoption of this plan.

600B. RELOCATION METHODS

If in the implementation of this Plan, persons or businesses should be displaced by action of the Agency, the Agency shall provide assistance to such persons or businesses to be displaced. Such people and businesses displaced will be contacted to determine their individual relocation needs. They will be provided information on available space and will be given assistance in moving. All relocation activities will be undertaken and payments made in accordance with the requirements of ORS 281.045 - 281.105 and any other applicable laws or regulations. Relocation payments will be made as provided in ORS 281.060.

600C. HOUSING COST ENUMERATION

The Renewal Plan does not anticipate removing existing housing units. Approximately 384 units of new housing are expected to be developed in the mixed use zones of the Urban Renewal Plan Area. Of these about 40 units are expected to

be rental housing units with Willamette River views for low- to moderate-income residents. In addition, private development may build upwards of 384 net additional units (allowed under existing plan designations and zoning and at an average density of 15 units per acre). These would likely be priced for sale or rent to upper middle and upper income households as described in recent housing market analyses.

	A	B	C	D	E	F	G	H
1	Table 2a: Proposed Glenwood Urban Renewal Projects							
2	November 15, 2004: Estimated costs, start & completion				COST DETAIL ($1000)			
3		SEDA COST	Expected	Category		SEDA Share	Developer/	
4	PROJECT	(in $1000)	Completion	Subtotals	Total	(in $1000)	Owner Share	Other
5								
6	**Development & Redevelopment**			$4,550				
7	Prepare sites for industrial development	$900	2008		$ 2,100	$ 900	$ 1,200	
8	Set up industrial and business property rehabilitation							
9	loan program (facades, landscape, etc.)	$600	2015		$ 1,200	$ 600	$ 600	
10	Clean-up/Remediate unused & underused sites	$300	2009		$ 750	$ 300	$ 450	
11								
12	Redevelop Parcels/Buildings through options,							
13	property acquisitions/dispositions, assembly,							
14	resale, conveyance, and lease	$600	2016		$ 2,100	$ 600	$ 1,500	
15								
16	Remove/Replace substandard commercial buildings	$1,100	2011		$ 2,300	$ 1,100	$ 1,200	
17	for mixed-use redevelopment							
18								
19	Upgrade water, electrical, sanitary sewer, pump	$1,050	2010		$ 1,800	$ 1,050	$ 750	
20	stations, stormwater facilities, and other public							
21	infrastructure as needed							
22								
23	**Riverfront Improvement**			$875				
24	Mitigate for wetlands & riverside/riparian							
25	improvements, bank stabilization, etc.	$875	2010		$ 1,075	$ 875	$ 200	
26								
27	**Major Regional Development**			$2,000				
28	Assist in developing Civic Center or major development	$2,000	2012		$ 34,000	$ 2,000	$ 32,000	
29	(e.g., for tourist attraction, hotel, sports venue, etc.)							
30								
31	**Neighborhood Safety and Quality of Life**			$5,030				
32	Provide sewer laterals, manholes for residential,							
33	and other development	$2,130	2010		$ 4,130	$ 2,130	$ 2,000	
34								
35	Develop program for sanitary sewer and septic							
36	system remediation	$850	2015		$ 1,200	$ 850		$ 350
37								
38	Develop Low/Moderate-Income Housing	$1,000	2010		$ 5,000	$ 1,000	$ 4,000	
39								
40	Housing&neighborhood rehab/home repair programs	$550	2012		$ 550	$ 550		
41								
42	Provide mandated expenses of relocation or							
43	displacements of firms or residents	$500	2015		$ 500	$ 500		
44								
45	**Transportation Improvements**			$6,145				
46	Improve key portions of Franklin Boulevard to urban							
47	standards for pedestrian, bike, & street utilities	$1,750	2008		$ 5,300	$ 1,750	$ 2,050	$ 1,500
48								
49	Acquire land & assist building intersection improvements							
50	at Franklin/McVay Intersection	$900	2009		$ 1,800	$ 900		$ 900
51								
52	Acquire rights-of-way for re-alignment of roads	$1,200	2012		$ 3,700	$ 1,200	$ 2,500	
53	Construct and build roads	$2,200	2014		$ 4,200	$ 2,200	$ 2,000	
54								
55	Improve City Entries & Landmarks	$95	2008		$ 145	$ 95		$ 50
56								
57	**Lane County Projects**			$1,900				
58	Study relocating Lane County Solid Waste facilities	$200	2007		$ 350	$ 200		$ 150
59	Decommission, cleanup, and re-use	$1,100	2013		$ 1,600	$ 1,100		$ 500
60								
61	Build Lane County Sheriff substation/court facility	$300	2010		$ 650	$ 300		$ 350
62								
63	Provide other city/county public service facilities	$300	2012		$ 700	$ 300	$ 200	$ 200
64	(like County's FQH Clinic)							
65								
66	**Willamalane Parks Plan projects**			$1,050				
67	Expand & Improve James Park	$100	2008		$ 300	$ 100		$ 200
68	Acquire/develop a neighborhood park to meet the	$300	2012		$ 850	$ 300	$ 250	$ 300
69	needs of Glenwood residents							
70	Acquire/develop multiuse community-scale park along	$575	2012		$ 700	$ 575	$ 125	$ 575
71	Willamette River with offstreet pathways & other amenities							
72	Glenwood historic, natural area, & landmark signage	$75	2013		$ 125	$ 75		$ 50
73								
74	**Urban Renewal District Support**			$2,050				
75	Market, geotechnical, appraisals, planning, engineering,	$300	2025		$ 450	$ 300		$ 150
76	and other studies associated with projects and							
77	necessary to carry out the projects							
78	Direct/Actual Administrative costs (<$85k/year average)	$1,750	2025			$ 1,750		
79								
80	**TOTAL ESTIMATED PROJECT COSTS**	**$23,600**		$23,600	$ 79,900	$ 23,600	$ 51,025	$ 5,275
81					Total	SEDA	Developer/	Other
82					Projects	Share	Owner Share	Share
83								
84	**Note: Cost estimates are in 2004 dollars. Cash flow analysis in Table 3 assumes a 3% inflation annually.**							
85	**Willamalane prioritizes projects as follows at this time: Line 70, Line 68, Line 67, Line 72**							

Ordinance No 6103

AN ORDINANCE OF THE CITY OF SPRINGFIELD APPROVING THE GLENWOOD URBAN RENEWAL PLAN

WHEREAS, the Common Council has determined that there is need for a Glenwood Urban Renewal Plan for the following reasons: 1) The existence of inadequate streets, rights of way, open spaces, recreation facilities, and utilities (including, for example, storm water systems and sanitary sewer trunk lines and laterals); 2) the existence of buildings and structures for industrial, commercial, and residential use with problematic exterior spacing, design, and physical construction (including obsolescence, deterioration and mixed character of uses); 3) Properties and lots in irregular form, shape and dimensions limiting usefulness and development; 4) Lack of proper utilization of areas resulting in a stagnant and unproductive condition of lands potentially useful and valuable for contributing to the public health, safety, and welfare; and 5) Economic deterioration and disuse of property.

WHEREAS, given the preceding information, the area within the Glenwood Urban Renewal District Plan is blighted;

WHEREAS, the rehabilitation and redevelopment outlined in the Glenwood Urban Renewal Plan, incorporated herein by reference, is necessary to protect the public health, safety or welfare of the municipality;

WHEREAS, the 2001 Springfield Charter, Section 49, requires voter approval before the City Council can approve an Urban Renewal District Plan that includes allocating property taxes;

WHEREAS, Ballot Measure 20-92 presented to the voters of the City of Springfield on November 2, 2004 for their approval the question of the allocation of such taxes before the City Council approval of any Urban Renewal Plan;

WHEREAS, the results of that election overwhelmingly approved Ballot Measure 20-92 so that the City Council may comply with the provisions of Section 49 of the 2001 Springfield Charter and state law;

WHEREAS, Oregon law also requires that adoption of an Urban Renewal Plan be approved by the City Council in the jurisdiction included in the Urban Renewal District;

WHEREAS, a portion of the proposed Glenwood Urban Renewal District Plan extends beyond the boundaries of the City of Springfield, yet within the City of Springfield's Urban Growth Boundary, and is in Lane County, The Lane County Board of Commissioners, as the governing body of that area, has approved the Glenwood Urban Renewal District Plan by resolution on November 10, 2004, subject to certain revisions and final approval on November 23, 2004;

WHEREAS, the City of Springfield is a municipality and political subdivision organized and existing under and pursuant to the laws of the State of Oregon and the 2001 Springfield Charter;

WHEREAS, the Glenwood Urban Renewal Plan and Report was forwarded to the governing body of each taxing district affected by the Glenwood Urban Renewal Plan and the Springfield Economic Development Agency shall consult and confer with the taxing districts prior to presenting the Plan to the City of Springfield for approval;

WHEREAS, the Springfield Economic Development Agency has consulted and conferred with taxing districts;

WHEREAS, the Springfield City Council, the governing body of the municipality, received the proposed Glenwood Urban Renewal Plan and report from the Springfield Economic Development Agency, the City's urban renewal agency;

WHEREAS, the notice was sent out to the electors registered in Springfield and within the proposed Glenwood Urban Renewal Plan area on October 26, 2004, that the Springfield City Council would conduct a Public Hearing on November 15, 2004, at 7:00 p.m. in the Springfield City Council Chambers of Springfield City Hall, 225 Fifth Street, Springfield, OR 97477, to accept testimony on a proposal to consider an ordinance adopting an urban renewal plan for nearly all the area known as "Glenwood" within Springfield's urban growth boundary;

WHEREAS, the maximum indebtedness that can be incurred under the proposed Glenwood Urban Renewal Plan is $32,860,000;

WHEREAS, the Springfield City Council determines and finds that the urban renewal plan conforms to the Eugene-Springfield Metropolitan Comprehensive Plan that includes the City of Springfield as a whole (along with the Glenwood Refinement Plan and the several individual adopted functional plans) provides an outline for accomplishing the urban renewal projects the Glenwood Urban Renewal Plan proposes;

WHEREAS, provision has been made to house displaced persons within their financial means in accordance with ORS 281.045 to 281.105 and, except in the relocation of elderly or disabled individuals, without displacing on priority lists persons already waiting for existing federally subsidized housing;

WHEREAS, if acquisition of real property is necessary it will be provided for through later amendments to the Glenwood Urban Renewal Plan;

WHEREAS, adoption and carrying out of the urban renewal plan is economically sound and feasible based on the information included in the Report incorporated in the Plan; and

WHEREAS, the City of Springfield, as the governing municipality of the Plan, assumes and shall complete any activities prescribed it by the urban renewal plan.

NOW, THEREFORE, BASED ON THE FOREGOING RECITALS THE COMMON COUNCIL OF THE CITY OF SPRINGFIELD, ORDAINS AS FOLLOWS:

SECTION 1. APPROVAL OF ORDINANCE AUTHORIZING AN URBAN RENEWAL PLAN ALLOCATING TAXES FROM GLENWOOD PROPERTIES TO THE GLENWOOD URBAN RENEWAL PLAN. The Common Council of the City hereby approves the Glenwood Urban Renewal Plan allocating taxes from Glenwood properties to the Glenwood Urban Renewal Plan.

SECTION 2. PUBLIC NOTICE AND SUBMISSION TO LANE COUNTY TAX ASSESSOR. Not later than the 3rd day after the Ordinance is approved by City Council notice of the approval shall be published in the newspaper, as defined in ORS 193.010, having greatest circulation in the City of Springfield and which is published in the municipality.

SECTION 3. ADDITIONAL AUTHORIZATIONS. The City Manager, the City Recorder, the City Finance Director, and the City Attorney, and each of them acting individually, are hereby authorized, empowered and directed, for and on behalf on the City, to do and perform all acts and things necessary or appropriate to cause the Glenwood Urban Renewal Plan set forth in Exhibit A to and to otherwise carry out the purposes and intent of this Ordinance, including notice of adoption of the ordinance approving the urban renewal plan, and the provisions of ORS 457.135, shall be published by the governing body of the municipality in accordance with ORS 457.115 no later than three days following the ordinance adoption.

SECTION 4. EFFECTIVE DATE OF ORDINANCE. This Ordinance shall take effect after its second reading and upon its adoption at a regular meeting of the Common Council of the City and approval by the Mayor.

ADOPTED BY THE COMMON COUNCIL OF THE CITY OF SPRINGFIELD ON DECEMBER 6, 2004, AFTER TWO READINGS AT REGULAR CITY COUNCIL MEETINGS HELD ON NOVEMBER 15, 2004 AND DECEMBER 6, 2004 BY THE FOLLOWING VOTES:

AYES: 5

NAYS: 0

ABSENT: 1

ATTEST:

Amy Sowa

Amy Sowa, City Recorder

Sidney W. Leiken, Mayor

REVIEWED & APPROVED
AS TO FORM
DATE: 11/10/04
OFFICE OF CITY ATTORNEY

PASSED

THE BOARD OF COUNTY COMMISSIONERS, LANE COUNTY, OREGON

ORDER NO: 04-11-23-6) **IN THE MATTER OF APPROVING THE**
) **GLENWOOD URBAN RENEWAL PLAN**

WHEREAS, the Board of Commissioners has adopted Resolution & Order 04-11-10-17 setting out recommendations and conditions related to the Glenwood Urban Renewal Plan, and

WHEREAS, the City Council of the City of Springfield and the Springfield Economic Development Agency have implemented the recommendations and otherwise committed to meeting the conditions set forth by the Board of County Commissioners, and

WHEREAS, ORS 457.095 and 457.105 provide that no Urban Renewal Plan be carried out until it has been approved by the governing jurisdictions included in the Urban Renewal District: the Springfield City Council and the Lane County Board of Commissioners, and

WHEREAS, the City of Springfield has presented the Glenwood Urban Renewal Plan, incorporated herein by reference, to the Board of County Commissioners for its consideration and approval.

IT IS HEREBY ORDERED:

That the Lane County Board of Commissioners approves the proposed Glenwood Urban Renewal Plan (November 15, 2004) wherein the City of Springfield is the municipality that activated the Springfield Economic Development Agency, the urban renewal agency that will carry out the Plan.

Dated this 23rd day of November 2004.

Bobby Green, Chair
BOARD OF COUNTY COMMISSIONERS

APPROVED AS TO FORM
Date 11-17-2004 Lane County
OFFICE OF LEGAL COUNSEL

RECORDING COVER SHEET
PROVIDED PURSUANT TO ORS 205.234

AFTER RECORDING RETURN TO:

Perkins Coie LLP, Attn: Christopher C. Criglow, Esq.
1120 N.W. Couch Street
Tenth Floor
Portland, OR 97209-4128

Lane County Clerk
Lane County Deeds & Records

2014-000678

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$210.00 $11.00 $20.00 $10.00 $21.00

$272.00

TITLE OF TRANSACTION(S):

Easement Deed by Court Order in Settlement of Landowner Action, as entered by the Court on July 16, 2013

DIRECT PARTY / GRANTOR & ADDRESS

Sharon Zografos, et al., see Exhibit 1

INDIRECT PARTY / GRANTEE & ADDRESS

Qwest Communications Company, LLC and related entities
700 West Mineral Avenue
Littleton, CO 80120
Attn: Jack Shives, ROW Manager

ADDITIONAL INDIRECT PARTY & ADDRESS

None

UNTIL A CHANGE REQUESTED ALL TAX STATEMENTS SHALL BE SENT TO THE FOLLOWING ADDRESS:

N/A

TRUE AND ACTUAL CONSIDERATION:

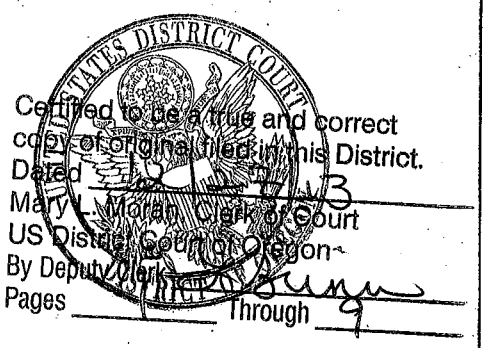
The Court Order, and so this transaction, result from the settlement of a lawsuit.

TAX ACCOUNT OR TAX PROPERTY IDENTIFICATION:

N/A

DOCUMENTS REQUIRING A REFERENCE NUMBER:

None



UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF OREGON
EUGENE DIVISION

SHARON ZOGRAFOS, et al., for themselves and for all others similarly situated,

Plaintiffs,

v.

QWEST COMMUNICATIONS COMPANY, LLC, et al.

Defendants.

Case No. 6:00-cv-06201-AA

EASEMENT DEED BY COURT ORDER IN SETTLEMENT OF LANDOWNER ACTION

WHEREAS, the parties to the above-captioned class action (the "Action") entered into a Oregon Class Settlement Agreement, as of September 21, 2012, (the "Settlement Agreement") (terms capitalized herein and not otherwise defined shall have the meanings ascribed to them in the Settlement Agreement);

WHEREAS, on July 11, 2013, the Court entered a final Order and Judgment approving the Settlement Agreement and ordering that this Action may be settled as a class action on behalf of the following class:

A class (the "Settlement Class") defined as:

> a class comprising all Persons who own or who claim to own, for any period of time during a Compensation Period, any Covered Property, *provided*, that "Settlement Class" or "Class" does not include: (1) Right-of-Way Providers and their predecessors, successors, parents, subsidiaries, and affiliates, past or present; (2) federal, state, and local governmental entities; (3) Native American nations and tribes; or (4) any Person who files a valid and timely exclusion on or before the Opt-Out Deadline.

Members of this Class are referred to below as Class Members;

WHEREAS, the Settlement Agreement provides for the entry of an Easement Deed by Court Order in Settlement of Landowner Action by which the Settling Defendants acquire, to the extent that Class Members have the right to transfer it, a permanent telecommunications easement in the Right of Way adjacent to the property of each Class Member;

THEREFORE, IT IS HEREBY ORDERED AND ADJUDGED THAT:

1. To the extent that each Class Member owns rights in the Easement Premises (as hereafter defined), the Class Member (the "Grantor") hereby grants to whichever of Qwest Communications Company, LLC, Level 3 Communications, LLC, and WilTel Communications, LLC has Designated for inclusion under the Settlement Agreement the Right of Way which adjoins, underlies or includes Covered Property owned by the Class Member, together with its successors, assigns, and licensees (the "Grantee"), a permanent telecommunications easement in the Easement Premises. For each county in which this Easement Deed by Court Order in Settlement of Landowner Action is being recorded, a list of affected Class Members and their affected parcels is attached as Exhibit 1. Exhibit 1 shall describe Class Members' affected parcels with the following information, to the extent that it is in the Database of Identification Information: owner name; owner mailing address; tax map identification number; tax parcel identification number; lot number; and section, township, and range. Exhibit 1 may describe Class Members' affected parcels with any other available information.

2. The terms and conditions of the permanent telecommunications easement that is the subject of this Easement Deed by Court Order in Settlement of Landowner Action are:

a perpetual easement and right of way (hereinafter, together with the rights and privileges herein granted, the "Easement") and right to place, lay, bury, construct, install, operate, repair, maintain (including aerial patrol), renew, rebuild, replace, upgrade, expand, relocate, and remove

fiber optic cables, copper cables, coaxial cables or other cables through which voice, data, video or other signals are transmitted, conduits, inner ducts, hand holes, splice vaults, poles, optical or electronic equipment, regenerator huts, marker posts or signs, and other related facilities appropriate for installation, use, or maintenance of such cables (collectively, the "Telecommunications Cable System"), in, on, over, under, through and/or across the Easement Premises. The Easement Premises means all that real property that (a) either (i) is included within a parcel of property that is described in Exhibit 1 or (ii) has a common boundary with a parcel of property described in Exhibit 1 (the "Grantor's Property") (for purposes of this Telecommunications Cable System Easement Deed, a parcel of property shall be deemed to have a common boundary with the Easement Premises if it is separated by a non-navigable river or a street, road, or highway, other than a numbered state or federal highway) and that (b) (i) is or was used as a railroad right of way ("Railroad Right of Way") and (ii) is on a side of the centerline of the Railroad Right of Way that is next to the Grantor's Property (the "Grantor Side"), and (iii) extends no more than ten (10) feet on each side of the Grantee's Telecommunications Cable System (A) as it existed on October 29, 2012 (B) where the actively used components of the Grantee's Telecommunications Cable System are moved or placed, provided, however, that only a single 20-foot easement per moved component may exist at any point in time in the Easement Premises, and the width of the moved component's Easement Premises shall be reduced on one side and increased by an equal linear footage on the other side wherever necessary in order that it shall in all places remain solely within the limits of a single Grantor Side of the Railroad Right of Way, and (C) where new components are installed to connect the existing Telecommunications Cable System to the edge of the Right of Way. The

Easement shall be construed to grant Grantee all rights necessary to abandon in place unused components of Grantee's Telecommunications Cable System.

The Easement shall not include the right to construct on the Easement Premises regenerator huts and similar structures ("Buildings") in addition to those existing on October 29, 2012. The Easement shall include the rights to repair, replace, and expand existing Buildings, provided, however, that no such repair, replacement, or expansion shall increase the site that the Buildings occupy, or the height of any Building, by more than twenty-five percent. The Easement does not permit the construction of microwave towers, cell towers, or other components of a primarily aboveground statewide Telecommunications Cable System.

The Easement includes the right to temporarily use the entire Grantor Side of the Railroad Right of Way for construction or maintenance, so long as Grantee uses its best efforts not to interfere with any real property which, although within the boundaries of the Easement Premises, is actually being used by Grantor; provided, however, that in no event shall Grantee be prohibited from using such real property if it is commercially reasonable to do so under the circumstances or if Grantee's Telecommunications Cable System is currently located within such area. The Easement shall include the right of reasonable ingress and egress to and from the Easement Premises over that portion of the Grantor's real property that underlies the Railroad Right of Way and, for repair and maintenance, over any existing private roads of Grantor, where access from public or railroad roads is not reasonably practical, provided Grantee has made commercially reasonable efforts to give prior notice to Grantor of Grantee's use of Grantor's private roads. Grantee shall not be liable for damages caused by its removal of trees, undergrowth, and brush within the Easement Premises necessary or appropriate for the enjoyment of the Easement. Nothing contained herein shall constitute a waiver of any right that

Grantor may have for any damages to Grantor's property outside of the Easement Premises caused by Grantee's action. If Grantee's action causes damage to any of Grantor's existing improvements, including houses, garages, shops, sheds, and fences, or growing crops, which are within the Easement Premises, Grantee shall pay reasonable compensation to the Grantor for such damage to the extent provided by law.

From and after [***date of final approval***], subject to all the restrictions and limitations stated herein, the Easement includes the right to construct and install additional components of a Telecommunications Cable System within the Easement Premises. Grantee agrees that, unless (a) it is required to do so by the railroad or other owner of Railroad Right of Way or (b) it is commercially reasonable under the circumstances to do so, it will not install additional components of a Telecommunications Cable System in the area of the Easement Premises that is outside a parallel fence constructed by the railroad or other owner of Railroad Right of Way or is actually being used by the Grantor or its successor, provided, however, that the foregoing shall not be binding upon Grantee if Grantee's Telecommunications Cable System is currently located within such area. If Grantee's action causes damage to any of Grantor's existing improvements, including houses, garages, shops, sheds, and fences, or growing crops, which are within the Easement Premises, Grantee shall pay reasonable compensation to the Grantor for such damage to the extent provided by law.

The Easement includes all rights necessary to the lawful occupation of the Easement Premises by an existing Telecommunications Cable System, and by any additional Telecommunications Cable System that is constructed and installed by or on behalf of Grantee in the Easement Premises and that is owned or operated by either (a) Grantee or (b) any person or entity to which Grantee sold, granted, leased, or otherwise transferred or may hereafter sell,

grant, lease, assign, or otherwise transfer, all or any part of the rights in or use of such Telecommunications Cable System.

The Easement, however, does not apply to any Telecommunications Cable System that existed on October 29, 2012, but that was acquired by Grantee after that date (unless such Telecommunications Cable System or component thereof was acquired from any of Sprint Communications Company L.P.; Qwest Communications Company, LLC, f/k/a Qwest Communications Corporation; Level 3 Communications, LLC, Level 3 Communications, Inc., and Level 3 Telecom Holdings, Inc.; WilTel Communications, Inc.; WilTel Communications, LLC; and Williams Communications, LLC, f/k/a Williams Communications, Inc., f/k/a Vyvx, Inc.).

No oil, gas, or other mineral rights are granted and no existing oil, gas, or other mineral rights are expanded, limited, or affected by this instrument, provided, however, that Grantor shall not use a method of extraction that interferes with or impairs in any way the Easement, the Telecommunications Cable System, or the exercise of Grantee's rights herein.

Grantor shall not, nor shall Grantor authorize others to, construct or create any road, reservoir, excavation, obstruction, structure, or building or change the land grade on, in, over, under, through, or across the Easement Premises without the prior written consent of Grantee, provided that nothing herein shall be construed to affect the rights and obligations of any railroad with respect to the use, improvement, or alteration of its Railroad Right of Way, as provided in any agreement between the railroad and the Grantee, by applicable law, or otherwise.

It is understood and agreed that the Easement is not exclusive and is subject to all pre-existing uses and pre-existing rights to use the Easement Premises, whether such uses are by Grantor or others and whether for surface uses, crossings, or encroachments by communication

companies or utilities. It is further understood and agreed that Grantor retains all of its existing rights, if any, to grant, convey, assign, and restrict any and all rights (including future rights and uses) on the Easement Premises, provided, however, and notwithstanding the foregoing, that Grantor shall not use or authorize others to use the Easement Premises in a manner that interferes with or impairs in any way Grantee's Telecommunications Cable System or the exercise by Grantee of the rights granted herein.

Subject to the terms hereof, Grantee shall have all other rights and benefits necessary or useful to the full and complete enjoyment and use of the Easement for the purposes stated herein, including the right to sell, grant, lease, or otherwise transfer all or any part of the rights in or use of the Telecommunications Cable System.

Grantor conveys the Easement without warranty of title to any property interest in the Easement Premises. This instrument does not address and shall not affect any real property rights, including the priority of interests, between Grantor and any railroad or between Grantee and any railroad, or any of their predecessors, successors, past or present predecessors in interest, successors in interest, successors in title, members, partners, parents, subsidiaries, affiliates, lessees, assigns, and past, current, or future licensees or assignees. This Easement is not intended to impact or diminish any railroad's existing rights or property interests in the Right of Way. This Easement shall not be construed to permit Grantee to interfere with railroad operations. This Easement also shall not permit any component of a Telecommunications Cable System to remain in a Railroad Right of Way except (a) under existing or future agreements with the railroad or (b) in any Railroad Right of Way in which no railroad operates and no railroad retains any right, title, or interest. This Easement also shall not permit any new components to be installed to connect the existing Telecommunications Cable System to the edge of the Right

of Way in any Railroad Right of Way as to which the Interstate Commerce Commission or the Surface Transportation Board has entered an order, pursuant to 49 U.S.C. § 10903, that the railroad is authorized to cease to provide or maintain rail service over that right of way and the railroad no longer provides or maintains rail service over that line, provided that if the railroad does not cease such rail service or later reactivates such service, then this limitation shall not apply.

This Telecommunications Cable System Easement Deed is executed and delivered on behalf of Grantor for the purpose of granting the Easement to Grantee in, on, over, under, through and/or across the Easement Premises to the full extent of Grantor's right, title or interest, if any, in or to the Easement Premises, and the Easement granted hereby shall affect the Easement Premises only to the extent of Grantor's right, title, and interest therein. Grantor and Grantee agree that this Telecommunications Cable System Easement Deed shall not grant any rights to the Easement Premises, or any portion thereof, in which Grantor holds no right, title or interest.

No rights reserved to Grantor herein shall be deemed to expand rights reserved to Grantor under any other easement, right of way, license, lease, or any similar instrument or court order. No limitation herein on the rights of Grantee shall be deemed to limit rights heretofore granted by Grantor or its predecessors in interest under any other easement, right of way, license, lease, or any similar instrument or court order.

The terms and provisions of this instrument shall constitute covenants running with the land and shall be binding upon and inure to the benefit of the Settling Defendants, the Grantor, their successors, assigns, personal representatives, and heirs.

This instrument fully sets forth the terms and conditions of the Easement. There are no oral or other written agreements between Grantor and Grantee that modify, alter, or amend this instrument.

TO HAVE AND TO HOLD the Easement, rights and privileges unto Grantee, its successors and assigns in perpetuity or until such time as Grantee shall cause the Easement to be released of record.

3. Settling Defendants may record this Easement under the terms and conditions set forth in the Settlement Agreement.

Date: July 11, 2013

Honorable Ann Aiken
Chief United States District Judge

Grantee's Name: Qwest as defined in the "Settlement Agreement" referenced in this easement. That Settlement Agreement defines "Qwest" to include (1) Qwest Communications International Inc., (2) Qwest communications Corporation, now known as Qwest Communications Company, LLC, and (3) all of these entities' predecessors, successors, assigns, parents, affiliates and subsidiaries.

Address for Grantee: Qwest Communications Company, LLC, 700 West Mineral Avenue, Littleton, CO 80120, Attn: Jack Shives, ROW Manager

Tax Address for Grantee: Same As Above.

EXHIBIT 1

THE REAL PROPERTIES WHICH ARE SUBJECT TO THE FOREGOING EASEMENT DEED BY COURT ORDER IN SETTLEMENT OF LANDOWNER ACTION AND THE OWNERS THEREOF INCLUDE, BUT ARE NOT LIMITED TO, THE FOLLOWING NAMED PARTIES AND PARCELS IN LANE COUNTY, OREGON[1]

APN	T-R-S	Grantor's Name	Legal Description
1504210000400	15S-4W-21	Brice Bros	The following described property:

[1]In accordance with Paragraph 1 of the Easement Deed by Court Order in Settlement of Landowner Action (the "Court Order"), Qwest prepared this Exhibit 1 and attached it to the Court Order.

APN	T-R-S	Grantor's Name	Legal Description
1504210000400	15S-4W-21	Brice Bros	PARCEL 1: Lot 8 and the Southeast 1/4 of the Southwest 1/4 of Section 21, Lot 10 of Section 27, the East 1/2 of the Northwest 1/4, the West ½ of the Northeast 1/4, the Southeast 1/4 of the Northeast 1/4, and Lot 1 of Section 28, all in Township 15 South, Range 4 West of the Willamette Meridian, Lane County, Oregon. EXCEPTING: Those portions of Lot 8 and of the Southeast one-quarter of the Southwest one-quarter of Section 21, and that portion of the Northeast one-quarter of the Northwest one-quarter of Section 28, all in Township 15 South, Range 4 West of the Willamette Meridian, Lane County, Oregon, lying Northwesterly of the Northwesterly line of the Oregon Electric Railway Company. EXCEPT any portion of lot 8 lying within Linn County. Also: Beginning at the Northeast corner of the Hugh Love Donation Land Claim No. 58, in Township 15 South, Range 4 West of the Willamette Meridian; running thence South along the East line of said Claim, 1,345.60 feet to the new boundary line as set forth in deed to establish boundary by Bessie J. Brice, et al, recorded March 19, 1991, Reception No. 91-12667, Official Records of Lane County, Oregon; thence along said boundary line North 89° 38' 58" West, (running on a straight line towards a 5/8 inch iron rod set North 89° 38' 58" West 3,251.71 feet therefrom), a distance of 3,245 feet to the Easterly right of way line of County Road No. 365; thence Northwesterly along said Easterly right of way line to the North line of said Hugh Love Donation Land Claim; thence East along said claim line to the point of beginning, in Lane County, Oregon. EXCEPTING THEREFROM the following-described tracts of land: A. EXCEPTING THEREFROM that certain tract conveyed to Oregon and California Railroad Company, recorded January 21, 1893, in Book 1, Page 267, Lane County Oregon Deed Records, ALSO EXCEPT that certain tract conveyed to Oregon Electric Railway Company by deed recorded February 17, 1912, in Book 94, Page 283, Lane County Oregon Deed Records, all in Lane County, Oregon. B. EXCEPTING: Beginning at an iron shaft set in a former Survey at the intersection of the Easterly line of County Road No. 365 with the North line of the Hugh Love Donation Land Claim No. 58, in Township 15 South, Range 4 West of the Willamette Meridian, South 89° 11' East, 434.94 feet from the 1/4 section corner between Sections 28 and 29; and run thence South 25° 53' East, 418.48 feet to the True Point of Beginning of the following-described tract of land; thence North 64° 07' East, 145.0 feet; thence South 25° 53' East, 99.41 feet; thence South 64° 07' West, 151.69 feet to the Easterly line of said road; thence North 15° 45' West along said line 38.0 feet and North 25° 53' West, 62.0 feet to the place of beginning, in Lane County, Oregon. C. ALSO EXCEPTING: Beginning at the intersection of the North line of the Hugh Love Donation Land Claim No. 58 in Section 28, Township 15 South, Range 4 West of the Willamette Meridian, in Lane County, Oregon, with the Easterly right of way line of County Road No. 365, from which intersection the West quarter corner of said Section 28 bears North 89° 08' 23" West 435.11 feet and 1-inch iron shaft bears North 25° 53' West 0.37 feet respectively therefrom; thence South 89° 08' 23" East along said North line 1214.35 feet to a ½ inch rod; thence South 3° 10' 47" East 305.74 feet to a ½ inch iron rod; thence South 84° 56' 38" West 298.17 feet to a ½ inch iron rod; thence South 53° 03' 51" West 187.46 feet to a ½ inch iron rod; thence South 84° 43' 38" West 554.12 feet to a ½ inch iron rod in the aforesaid Easterly right of way line; thence North 15° 45' West along said right of way line 46.57 feet to the Southwest corner of the tract of land described by deed filed in 1966 on Reel No. 295, Reception No. 60756, Lane County Oregon Deed Records; thence along said tract North 64° 07' East 151.69 feet, North 25° 53' West 99.41 feet and South 64° 07' East 151.69 feet, North 25° 53' West 99.41 feet and South 64° 07' West 145.00 feet to the aforesaid Easterly right of way line; thence North 25° 53' West 418.11 feet to the place of beginning, in Lane County, Oregon. D. ALSO EXCEPTING any portion of Lots 1, 8 and 10 lying within Linn County.

[1]In accordance with Paragraph 1 of the Easement Deed by Court Order in Settlement of Landowner Action (the "Court Order"), Qwest prepared this Exhibit 1 and attached it to the Court Order.

APN	T-R-S	Grantor's Name	Legal Description
			E. ALSO EXCEPTING: Commencing at the Northeast corner of the Hugh Love Donation Land Claim No. 58, in Section 28, Township 15 South, Range 4 West of the Willamette Meridian in Lane County, Oregon; thence South 0° 08' 50" West along the East line of said Donation Land Claim No. 58, a distance of 1345.60 feet to a 5/8 inch iron rod; thence North 89° 38' 58" West, 2547.71 feet to the Place of Beginning; thence North 89° 38' 58" East 227.00 feet; thence South 0° 21' 02" West 192.00 feet to the place of beginning, in Lane County, Oregon.
1504290002500	15S-4W-29	Del Corp	All that part of the Southwest quarter of Section 29, Township 15 South, Range 4 West of the Willamette Meridian, which lies Easterly of the East line of the right of way of the Oregon Electric Railway Company and Westerly of the Westerly line of the right of way of the Southern Pacific Railroad Company, in Lane County, Oregon.

[1]In accordance with Paragraph 1 of the Easement Deed by Court Order in Settlement of Landowner Action (the "Court Order"), Qwest prepared this Exhibit 1 and attached it to the Court Order.

APN	T-R-S	Grantor's Name	Legal Description
1504322100700	15S-4W-32	Del Corp	Parcel 1: Beginning at the Northwest corner of Block 87 in the PLAT OF JUNCTION CITY, as platted and recorded in Book H, Page 749, Lane County, Oregon Deed Records; thence along the Northerly line of said Block 87 a distance of 220 feet to the Northeast corner of said Block 87; thence along the Easterly prolongation of said Northerly line of said Block being also the Easterly prolongation of the South line of 14th Street 60 feet to a point; thence Northerly along a line running parallel with the Northerly prolongation of the East line of Block 87 a distance of 60 feet; thence along a line running parallel with the Easterly line of Block 88 a distance of 70.5 feet to a point; thence South 87° 59' 30" West a distance of 30 feet to a point; thence Northerly along a line parallel with the Easterly line of Block 88 a point where said line and the Easterly prolongation of the North line of Block 88 intersects; thence along a prolongation of said line parallel with the East line of Block 88 to a point where the center line of 15th Street intersects; thence Westerly along the center line of 15th Street to a point where said center line and the Easterly line of Holly Street interests; thence Southerly along the Easterly line of Holly Street to the point of beginning, in Lane County, Oregon. Parcel 2: Beginning at the point of intersection of the Easterly line of Greenwood Street with the Easterly prolongation of the Southerly line of 14th Street in said City of Junction City, as said streets are shown on the duly recorded plat thereof; thence North 2° 00' 30" West along said Easterly line of Greenwood Street, 130.5 feet to the Southwesterly corner of the land described first in Deed dated September 22, 1947, from Southern Pacific Company to Hult Lumber Company, recorded September 29, 1947, In Book 357, Page 339, Lane County Oregon Deed Records; thence North 87° 59' 30" East, along the Southerly line of said land described first in said deed 260.0 feet to a point in a line parallel with the distant 50 feet westerly, measured at right angles from the center line of main track of the Southern Pacific Company; thence South 2° 00' 30" East, along said parallel line, 130.5 feet; thence South 87° 59' 30" West 260.0 feet to the point of beginning, all in Junction City, Lane County, Oregon. Parcel 3: Commencing at the Northeast corner of Block 90 in the City of Junction City, said corner being the point of intersection of the Westerly line of Greenwood Street with the Southerly line of 17th Street; thence North 87° 59' 30" East along the Easterly prolongation of said Southerly line of 17th Street, 60.0 feet to its point of intersection with the Easterly line of Greenwood Street and the actual point of beginning of the parcel of land to be described; thence South 2° 00' 30" East along said Easterly line of Greenwood Street, 800.5 feet; thence North 87° 59' 30" East at right angles from said Easterly line, 279.7 feet to a point distant 30.0 feet Westerly, measured at right angles, from the center line of the Southern Pacific Company's main track; thence North 2° 00' 30" West, parallel with and distant 30.0 feet Westerly, at right angles from said center line of main track, 228.11 feet; thence North 7° 43' 59" West 167.79 feet, to a point; thence along the arc of a curve, tangent to the last mentioned course at the last mentioned point; having a radius of 1442.47 feet and an arc distance of 100.70 feet (the long chord of said curve bears North 5° 43' 59" West 100.88 feet) to a point; thence North 3° 43' 59" West, tangent to the last mentioned curve at the last mentioned point, 305.09 feet to a point in the Easterly prolongation of the Southerly line of 17th Street; thence South 87° 59' 30" West along said Easterly prolongation of said Southerly line, 247.55 feet to the point of beginning, being a portion of the parcel of land described in that certain deed dated May 8, 1877, James G. Hughes to Oregon and California Railroad Company, recorded in Book L Page 136, Lane County Oregon Deed Records. Parcel 4: Commencing at the Northeast corner of Block 90, PLAT OF JUNCTION CITY as platted and recorded in Book H, Page 749, Lane County Oregon Deed Records, said corner being the point of intersection of the Westerly line of Greenwood Street with the Southerly line of 17th Street; thence North 87° 59' 30" East along the Easterly prolongation of said Southerly line of 17th Street, 30.0 feet to the center line of said Greenwood Street and the actual point of beginning of the parcel of land to be described; thence North 2° 00' 30" West along said center line of Greenwood Street

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APN	T-R-S	Grantor's Name	Legal Description
			30.0 feet to the Easterly prolongation of the center line of said 17th Street; thence North 87° 59' 30" East along said Easterly prolongation of the center line of 17th Street, 30.0 feet to the Easterly line of said Greenwood Street; thence South 2° 00' 30" East along said Easterly line of Greenwood Street, 590.0 feet to the Easterly prolongation of the Northerly line of 15th Street; thence South 87° 59' 30" West along said Easterly prolongation of the Northerly line of 15th Street, 30.0 feet to said centerline of Greenwood Street; thence North 2° 00' 30" West along said center line of Greenwood Street, 560.00 feet to the actual point of beginning, in Lane County, Oregon. Parcel 5: Commencing at the Northeast corner of Block 90 in the City of Junction City, said corner being the point of intersection of the Westerly line of Greenwood Street with the Southerly line of 17th Street; thence North 87° 59' 30" East along the Easterly prolongation of the Southerly line of 17th Street 60.0 feet to its point of intersection with the Easterly line of Greenwood Street and the actual point of beginning of the parcel of land to be described; thence continuing North 87° 59' 30" East along said Easterly prolongation of said Southerly line, 247.55 feet; thence North 3° 43' 59" West 30.02 feet to a point in the Easterly prolongation of the center line of 17th Street; thence South 87° 59' 30" West along said Easterly prolongation of said center line 246.64 feet to its point of intersection with the Northerly prolongation of the Easterly line of Greenwood Street; thence South 2° 00' 30" East along said Northerly prolongation of said Easterly line, 30.0 feet to the point of beginning, in Lane County, Oregon.

[1]In accordance with Paragraph 1 of the Easement Deed by Court Order in Settlement of Landowner Action (the "Court Order"), Qwest prepared this Exhibit 1 and attached it to the Court Order.

APN	T-R-S	Grantor's Name	Legal Description
1504322404900	15S-4W-32	Eagle Veneer Inc	Beginning at the Northwest corner of Block 87, PLAT OF JUNCTION CITY, as platted and recorded in Book H, Page 749, Lane County Oregon Deed Records; running thence North 87° 59' 30" East 540.0 feet along the North line of Block 87 and Easterly prolongation thereof, to a point in a line parallel and distant 50.0 feet Westerly; measured at right angles from the center line of the Southern Pacific Company's main track; thence South 02° 00' 30" East along last said parallel line 620.0 feet to the Northeast corner of that certain parcel of land described in deed to Wheeler Junction City Partnership, recorded May 8, 1986, reception No. 8617204, Lane County Oregon records; thence South 87° 59' 30" West along the Northerly line of said parcel 260.0 feet to the intersect with the Northerly extension of the East line of vacated Greenwood Street; thence North 02° 00' 30" West along said East line 60 feet to a point; thence South 87° 59; 30" West 280 feet to a point on the East line of Holly Street; thence North 02° 00' 30" West 560.0 feet along the Easterly line of said Holly Street and the Westerly lines of Block 86 and 87, said PLAT OF JUNCTION CITY, to the place of beginning, in Lane County, Oregon.
1504322405100	15S-4W-32	Westwood Industries Inc	A parcel of land lying in the Northwest one-quarter of Section 32, Township 15 South, Range 4 West of the Willamette Meridian, said parcel being a portion of that certain tract of land conveyed to Eugene Fruit Growers Association by instrument recorded June 29, 1956, Reception No. 88745, Lane County Oregon Deed Records, said parcel being more particularly described as follows: Commencing at the Southeast corner of Block 84, PLAT OF JUNCTION CITY, as platted and recorded in Book H, Page 749, Lane County Oregon Deed Records, and run thence North 87° 59' 30" East along the Easterly extension of the North line of 10th Street, 60 feet to the East line of Greenwood Street and the point of beginning of the parcel of land herein described; run thence along the East line of Greenwood Street and its Northerly extension North 2° 00' 30" West 560.0 feet; thence North 87° 59' 30" East 260.00 feet to the Westerly line of the Southern Pacific Company right of way, said Westerly line being South Pacific Company's main track; thence South 2° 00' 30" East parallel with the centerline of said Company's main tract, 560.00 feet to the North line of 10th Street; thence along the North line of 10th Street South 87° 59' 30" West 260.00 feet to the point of beginning, in Junction City, Lane County, Oregon.
1604050000307	16S-4W-5	Roseburg Forest Products Company	Parcel 2, Land Partition Plat No. 2000-P1378, recorded June 29, 2000, Reception No. 2000-037328, Lane County Deeds and Records, in Lane County, Oregon

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APN	T-R-S	Grantor's Name	Legal Description
1604050000308	16S-4W-5	A & R Lumber Sales Inc	A parcel of land situated in the S1/2 SE1/4 SW1/4 of Section 5, Township 16 South, Range 4 West, W.M., Lane County, Oregon, being a portion of the same property described in Warranty Deed from T. Laird Bailey and Lillian O. Bailey to the Oregon Electric Railway Company filed for record June 11, 1947 in Book 349, pages 525 and 526, described as follows, to-wit: Beginning at a point on the South line of said Section 5 distant 50.0 feet Easterly, as measured at right angles from The Burlington Northern and Santa Fe Railway Company's (formerly Oregon Electric Railway Company) Main Track centerline as now located and constructed, said point being 967 feet, more or less, West of the South quarter corner of said Section 5; thence North 01° 57' West (deed) parallel with Main Track centerline a distance of 520 feet, more or less, to the Southwest corner of Parcel 1 of two parcels of land described in Bargain and Sale Deed from Burlington Northern (Oregon-Washington) Inc. to Trus Joist Corporation dated September 25, 1981; thence North 88°03' East, along the Southerly line of said Parcel 1, and the Easterly extension thereof, a distance of 540.1 feet, more or less, to the Easterly line of said property described in Warranty Deed from T. Laird Bailey and Lillian O. Bailey to the Oregon Electric Railway Company filed for record June 11, 1947 in Book 349, pages 525 and 526, also being the Westerly line of Southern Pacific Company (now Union Pacific Railway Company); thence South 01°57' East along said Easterly line 540 feet, more or less, to the South line of said Section 5; thence West along said South line a distance of 541.7 feet, more or less, to the Point of Beginning.
1604050000309	16S-4W-5	Cascade Warehouse	Parcel 1 of Land Partition Plat No. 2002-P1569 as platted and recorded April 25, 2002 in Lane County Oregon Plat Records, In Lane County, Oregon.
1604080000200	16S-4W-8	A & R Lumber Sales Inc	All of the following lying West of the right of way of the Oregon and California Railroad Company; Beginning at the Northeast corner of the Francis S. Bryan and wife Donation Land Claim No. 58, Notification No. 2946, in Township 16 South Range 4 West of the Willamette Meridian; and running thence South 20 chains; thence North 89° West 27.85 chains; thence North 11.42 chains; thence North 89° West 38.36 chains to the East line of the right of way of the Oregon Electric Railway; thence North 2° West 8.09 chains; thence South 89° East 38.64 chains; thence North 50 links; thence North 89° East 27.85 chains to the place of beginning, in Lane County, Oregon.
1604080000300	16S-4W-8	Susan C Hughs	Beginning at a point 8.58 chains South of Northwest corner of County Survey 375, which is 27.85 chains North 89° West from the Northeast corner of Claim No. 58 in Section 8, Township 16 South, Range 4 West of Willamette Meridian, and running thence North 89° West 43.61 chains, to the center of the County Road, thence up the Center of said road, South 21° East 80 links; South 23° East 16.62 Chains, South 5° 55' East 65 links; thence South 89° East 7.78 chains to the center of the railroad track; thence along the center of said track 2° 5' East 2.29 chains, thence South 89° East 29.82 chains; thence North 19 chains to the place of beginning, excepting 1.77 acres deeded to the Oregon Electric Ry. Co. containing 69.03 acres, more or less, exclusive of County road and railroad rights of way in Lane County, Oregon. Excepting therefrom that portion lying westerly of Southern Pacific Railroad right of way.

[1]In accordance with Paragraph 1 of the Easement Deed by Court Order in Settlement of Landowner Action (the "Court Order"), Qwest prepared this Exhibit 1 and attached it to the Court Order.

APN	T-R-S	Grantor's Name	Legal Description
1604083400500	16S-4W-8	Douglas Lawnicki	Beginning at a point on the Easterly line of the Oregon Electric Railway Company right-of-way which is 1111 feet Northerly from the South line of the Southeast ¼ of the Southwest ¼ of Section 8, Township 16 South, Range 4 West of the Willamette Meridian; thence East 248 feet; thence South, parallel with the Westerly line of the right-of-way of the O. and C. Railroad Co. 203 feet; thence East 176 feet, more or less, to the Westerly line of said O. and C. Railroad Co. right-of-way; thence Northerly, along the Westerly line of said right-of-way, 412 feet, more or less, to the North line of the Southeast ¼ of the Southwest ¼ of Section 8, thence West, along the North line of said subdivision, to its intersection with the Easterly line of the Oregon Electric Railway right-of-way; and thence Southerly, along the Easterly line of said right-of-way, 209 feet, more or less, to the Point of Beginning, in Lane County, Oregon.
1604083400600	16S-4W-8	Lorene Elliott	Beginning at a point on the South line of the Southeast quarter of the Southwest quarter of Section 8 in Township 16 South, Range 4 West of the Willamette Meridian, where the same intersects the West line of the Oregon and California Railroad Company right-of-way; and running thence Westerly, along the South line of said Section 8, North 88° 50' West to a point; 209 feet East of East line of the Oregon Electric Railway Company right-of-way; thence Northerly, North 1°58' West, 209 feet; thence Westerly, North 88° 50' West, to the East line of the Oregon Electric Railway Company right-of-way; thence Northerly, Along the East line of said Oregon Electric Railway Company right-of-way, 331.57 feet; thence Easterly, South 88°50' East, to the West line of said Oregon and California Railroad Company right-of-way; and thence Southerly, along the West line of said right-of-way, 540.57 feet to the place of beginning, in Lane County, Oregon. EXCEPTING THEREFROM THAT PORTION described as follows: Beginning at an iron pin marking the intersection of the South line of Section 8, Township 16 South, Range 4 West of the Willamette Meridian, with the Easterly line of the right-of-way of the Oregon Electric Railway; and running thence Northerly along said Easterly line 209.0 feet; thence South 88° 50' East Parallel to the South line of said section; 209.0 feet; thence Southerly parallel to the Easterly line of said railway right of way, 209.0 feet, more or less, to the South line of said section; and thence North 88° 50' West along said South line, 209.0 feet to the place of beginning, in Lane County, Oregon.

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APN	T-R-S	Grantor's Name	Legal Description
1604170000201 1604170000504	16S-4W-17	Struan LLC	PARCEL 1: Beginning at the brass cap marking the North one-quarter corner of Section 17, Township 16 South, Range 4 West of the Willamette Meridian; Thence North 88" 48' 40" West 260.40 feet to the true point of beginning on the West line of the Southern Pacific Railway right of way (a line parallel with and 30.00 feet Westerly of the centerline of the existing tracks), said point being referenced on the ground by an iron pipe set in that survey filed at the Lane County Surveyor's Office under No. 10934 and bearing South 88° 48' 40" East 0.25 feet; thence North 88' 48' 40" West 212.17 feet along the South line of said survey as it follows an existing fence line to a reinforcing rod set at an angle point in said fence; thence North 89° 49' 19" West 330.12 feet along a line on or very near an existing fence line to a reinforcing rod set on the East line of the Burlington Northern Railway right of way (being a line parallel to and 50.00 feet Easterly of the centerline thereof); Thence South 1° 54' 51" East 1922.87 feet along said right of way line to a reinforcing rod marking the Northwest corner of that tract described in instrument recorded at Reel No. 272, Reception No. 16308, and surveyed in survey recorded at the Lane County Surveyor's Office under No. 14212; thence South 89° 19', East 610.03 feet along the North line of said Survey No. 14212 to a reinforcing rod set on said Southern Pacific Railway right of way line; thence 775.74 feet along said right of way line as it follows the arc of a curve to the right having a radius of 5759.60 feet to a reinforcing rod which bears North 6° 47' 51" West, 775.15 feet from the last described point; thence continuing along said right of way line (being a line concentric with and 30.00 feet Westerly of the centerline thereof as it follows a standard Talbot Spiral Curve to the right in which L=200 and S=0.50) to a reinforcing rod which bears North 2° 16' 18" West 200.52 feet from the last described point; thence North 1° 56' 20" West 954.12 feet to the true point of beginning, in Lane County, Oregon. PARCEL 2: Beginning at the iron pipe set in County Survey No. 13405 to mark the Southwest corner of the Southeast one-quarter of the Northeast one-quarter of Section 17, Township 16 South, Range 4 West of the Willamette Meridian; Thence South 0° 03' 27" East 829.18 feet to a point on the Easterly extension of an existing property line fence; Thence North 88° 27' 11" West 43.42 feet along the Easterly extension of said fence line to an iron pin set on the Westerly right of way line of Prairie Road; thence North 88° 27' 11" West 853.76 feet, along said fence line to an iron pin set on the Easterly right of way line of the Southern Pacific Railroad (being 60 feet in width); thence North 88° 27' 11" West 64.68 feet, to a point' on The Westerly right of way line of said Southern Pacific Railroad; thence North 88° 27 ' 11" West 1050.96 feet continuing along said fence line to a point on the Easterly right of way line of the Oregon Electric Railroad; thence North 1° 54' 51" West 1542.80 feet along said right of way line being parallel to and 50 feet Easterly from when measured at right angles to the centerline of said Oregon Electric Railroad, to a point; thence South 89° 19' East 2052.19 feet to an iron pin set on the West line of the Southeast one-quarter of the Northeast one-quarter of said Section 17, as established by said County Survey; Thence south 0" 03' 27" East 742.50 feet along said line to the point of beginning, in Lane County, Oregon; EXCEPTING any portion of the herein described land lying Easterly of the Westerly right of way line of the Southern Pacific Railroad, in Lane County, Oregon.

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APN	T-R-S	Grantor's Name	Legal Description
1604170000901	16S-4W-17	Wood Recovery	Parcel One: Beginning at a 1971 Lane County brass cap marking the South Quarter corner of Section 17, Township 16 South, Range 4 West of the Willamette Meridian; thence North 00° 00' 09" East, 30.00 feet to a point on the North right of way line of Milliron Road; thence North 88° 59' 03" West, along said North right of way line, a distance of 20.00 feet to a 5/8" Iron rod; thence North 00° 00' 09" East, 877.50 feet to a 5/8" iron rod, said point being the true point of beginning; thence North 88° 58' 16" West , 529.18 feet to a 5/8" iron rod on the east right of way line of the Oregon Electric Railroad; thence North 02° 00' 29" West, along said East right of way line, a distance of 902.04 feet to a 5/8" iron rod at the Northwest corner of that tract conveyed to Swanson-Superior, LLC on September 30, 2002 as the first tract of parcel 7 of Reception No. 2002-075414, Deed Records of Lane County, Oregon; thence South 88° 32' 59" East, along the North Line of said first tract, a distance of 378.00 feet to an 5/8" iron rod; thence South 00° 00' 00" West, 308.00 feet to a 5/8" iron rod; thence South 17° 07' 24" East, 620.94 feet to the true point of beginning. Parcel Two: Beginning at a 1971 Lane County brass cap marking the South Quarter corner of Section 17, Township 16 South, Range 4 West of the Willamette Meridian; thence North 00° 00' 09" East, 30.00 feet to a point on the North right of way line of Milliron Road, said point being the true point of beginning; thence South 89° 05' 56" East, along said North right of way line, a distance of 1035.38 feet to a 5/8" iron rod on the west right of way line of the Southern Pacific Railroad; thence along said West right of way line the following courses; North 20° 29' 03" West, 942.25 feet to a 5/8" iron rod, and North 20° 28' 27" West, 958.97 feet to an 5/8" iron rod at the Northeast corner of that tract conveyed to Swanson-Superior, LLC on September 30, 2002 as the first tract of Parcel 7 of Reception No. 2002-075414, Deed Records of Lane County, Oregon; thence North 88° 32' 59" West, along the North line of said First tract, a distance of 951.05 feet to a 5/8" iron rod on the East right of way line of the Oregon Electric Railroad, said point being the Northwest corner of said First Tract; thence along said East right of way line the following courses: South 02° 00' 29" East, 902.04 feet to a 5/8" iron rod; and South 02° 00' 29" East, 878.71 feet, more or less, to a point on the North right of way line of Milliron Road; thence along said North right of way line the following courses: South 88° 59' 03" East, 364.98 feet, more or less, to a 5/8" iron rod, and South 88°59' 03" East, 133.37 feet to a 5/8" iron rod, and South 88° 59' 03" East, 20.00 feet to the true point of beginning. EXCEPTING THEREOF: Beginning at a 1971 Lane County brass cap marking the South Quarter corner of Section 17, Township 16 South, Range 4 West of the Willamette Meridian; thence North 00° 00' 09" East, 30.00 feet to a point on the North right of way line of Milliron Road; thence North 88° 59' 03" West, along said North right of way line, a distance of 20.00 feet to a 5/8" Iron rod; thence North 00° 00' 09" East, 877.50 feet to a 5/8" iron rod, said point being the true point of beginning; thence North 88° 58' 16" West , 529.18 feet to a 5/8" iron rod on the east right of way line of the Oregon Electric Railroad; thence North 02° 00' 29" West, along said East right of way line, a distance of 902.04 feet to a 5/8" iron rod at the Northwest corner of that tract conveyed to Swanson-Superior, LLC on September 30, 2002 as the first tract of parcel 7 of Reception No. 2002-075414, Deed Records of Lane County, Oregon; thence South 88° 32' 59" East, along the North Line of said first tract, a distance of 378.00 feet to an 5/8" iron rod; thence South 00° 00' 00" West, 308.00 feet to a 5/8" iron rod; thence South 17° 07' 24" East, 620.94 feet to the true point of beginning. ALSO EXCEPTING THEREFROM Beginning at a 1971 Lane County brass cap marking the South Quarter corner of Section 17, Township 16 South, Range 4 West of the Willamette Meridian; thence North 00° 00' 09" East, 30.00 feet to a point on the North right of way line of Milliron Road; thence North 88° 59' 03" West, along said North right of way line, a distance of 20.00 feet to a 5/8" Iron rod, said point being the true point of beginning; thence North 00° 00' 09" East, 877.50 feet to a 5/8" iron rod; thence North 17° 07' 24" West, 620.94 feet to a 5/8" iron rod; thence North 00° 00' 00" East, 308.00 feet to a 5/8" iron rod on the North line of that tract conveyed to Swanson-Superior, LLC on September 30, 2002 as the first tract of Parcel 7 of Reception No. 2002-075414,

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APN	T-R-S	Grantor's Name	Legal Description
			Deed Records of Lane County, Oregon; thence South 88°32' 59" East, along the North line of said First tract, a distance of 573.05 feet to a 5/8" iron rod on the West right of way line of the Southern Pacific Railroad, said point also being the Northeast corner of said First Tract; thence along said West right of way line the following courses: South 20° 28' 27" East, 958.97 feet to a 5/8 " iron rod, and South 20° 29' 03" East, 942.25 feet to a 5/8" iron rod on the North right of way line of Milliron Road; thence along said North right of way line the following course: North 89° 05' 56" West, 1035.38 feet to a point, and North 88° 59' 03" West, 20.00 feet to the true point of beginning.

[1]In accordance with Paragraph 1 of the Easement Deed by Court Order in Settlement of Landowner Action (the "Court Order"), Qwest prepared this Exhibit 1 and attached it to the Court Order.

APN	T-R-S	Grantor's Name	Legal Description
1604170001800	16S-4W-17	Seneca Noti LLC	Beginning at a 1971 Lane County brass cap marking the South ¼ corner of Section 17, Township 16 South, Range 4 West of the Willamette Meridian; thence North 00°00'09" East, 30.00 feet to a point on the North right of way line of Milliron road; thence North 88°59' 03" West along said North right of way line, a distance of 20.00 feet to a 5/8 inch iron rod, said point being the true point of beginning; thence North 00° 00' 09" East, 877.50 feet to a 5/8 inch iron rod; thence North 17° 07' 24" West, 620.94 feet to a 5/8 inch iron rod; thence North 00° 00' 00" East 308.00 feet to a 5/8 inch iron rod on the North line of that tract conveyed to Swanson-Superior LLC, on September 30, 2002, as the first tract of Parcel 7 of Document No. 2002-075414, Lane County Deeds and Records; thence South 88' 32' 59" East, along the North line of said first tract, a distance of 573.05 feet to a 5/8 inch iron road on the West right of way line of the Southern Pacific Railroad, said point also being the Northeast corner of said first tract; thence along said West right of way line the following courses: South 20° 28' 27" East, 958.97 feet to a 5/8 inch iron rod. And South 20° 29' 03" East, 942.25 feet to a 5/8" iron rod on the north right of way line of Milliron Road thence along said North right of way line the following courses: North 89° 05' 56" West, 1035.38 feet to a point, and North 88° 59' 03" West, 20.00 feet to the true point of beginning, in Lane County, Oregon.
1604280000800	16S-4W-28	Velda Aurelia Coldren	Beginning at the Southwest corner of the D.H. Poindexter Donation Land Claim No. 60 in Township 16 South, Range 4 West of the Willamette Meridian; thence North 0 °07'50" East 2644.23 feet to the Northwest corner of Section 28 of said Township and Range; thence South 89°03' East to the Westerly right of way line of the Southern Pacific Transportation Company railroad; thence Southeasterly along said right of way line to the South line of said Claim No. 60; thence West along said South line to the point of beginning, in Lane County, Oregon; EXCEPT THEREFROM that portion conveyed to Lane County, a political subdivision of the State of Oregon, recorded August 4, 1961, Reception No. 39980, Lane County, Oregon Deed Records, for road purposes, in Lane County, Oregon.
1604280000900	16S-4W-28	Steven K & Kathy T Simpson	Beginning at the Northwest corner of the Southwest Quarter of Section 28, in Township 16 South, Range 4 West of the Willamette Meridian; thence South 96.0 rods; thence East 125.0 rods; thence Northwesterly to the North line of the same Quarter at a point 86 rods and 5 ½ feet East of the Northwest corner thereof; thence West 86 rods and 5 ½ feet to the place of beginning in Lane County, Oregon. EXCEPT THEREFROM the right of the O. & C. R.R. through said lands in Lane County, Oregon. EXCEPT THEREFROM the West 20.0 feet thereof conveyed to B.F. Mulkey and V.F. Mulkey, husband and wife, by Deed recorded November 19, 1907, in Book 51, Page 478, Lane County, Oregon Deed Records, in Lane County, Oregon. EXCEPT THEREFROM Beginning at the Northwest corner of Southwest ¼ of Section 28, in Township 16 South, Range 4 West of the Willamette Meridian; thence East 300 feet; thence South 435.6 feet; thence West 300 feet; thence North 435.6 feet to the point of beginning, in Lane County Oregon. EXCEPT THEREFROM that portion conveyed to Lane County for County Road No. 898 on the North by instrument recorded November 5, 1974, Recorder's Reception No. 74-47453, Lane County Oregon Official Records. ALSO: Beginning at a point 13.0 rods and 6 feet West from the Southeast corner of the Southwest ¼ of Section 28 in Township 16 South, Range 4 West of the Willamette Meridian; and running thence West 67.0 rods; thence North 64.0 rods; thence East 44.0 rods; and thence Southeasterly by direct line to the place of beginning, in Lane County Oregon. EXCEPT THEREFROM any part lying within the O. & C. R.R. right of way through said land in Lane County, Oregon.

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APN	T-R-S	Grantor's Name	Legal Description
1604330000201	16S-4W-33	Metropolitan Wastewater	Parcel I: Beginning at the intersection of the North line of Awbrey Lane with the East line of Section 32, Township 16 South, Range 4 West of the Willamette Meridian, said point being North 0°0'16" East 30.00 feet from the railroad rail marking the Southeast corner of said Section 32, thence North 0°00'16" East 2610.75 feet to a stone found marking the one-quarter corner on the East line of said Section 32; thence North 0°02'05" East 2638.20 feet to a stone found marking the Northeast corner of said Section 32; thence North 0°06'21" West 1984 feet along the East line of Section 29, said Township and Range; thence North 89°06'34" West 1650.20 feet; thence North 0°04'15" West 637.01 feet to the South line of Meadowview Road; thence North 89°30'30" West 309.95 feet along said South line; thence South 0°03'34" East 634.85 feet; thence North 89°06'34" West 680.10 feet; thence South 0°02'07" East 1983.49 feet to a stone marking the one-quarter corner between sections 29 and 32, said Township and Range; thence South 0°10'17" East 2638.03 feet to a stone marking the center of said Section 32; thence North 89°00'27" West 174.75 feet to the Easterly right-of-way line of the Oregon Electric Railroad; thence South 1°57'00" East 35.82 feet along said right-of-way line; thence along said right-of-way line on a spiral curve left, the chord of which spiral bears South 2°28'53" East 158.60 feet, said right-of-way line being parallel to and 50 feet distant Easterly from said railroad centerline having a spiral "a" value 1-1/4; thence along said right-of-way line on the arc of a 2814.82 radius curve left (the long chord of which curve bears South 17°57'30" East 1400.83 feet) a distance of 1415.70 feet; thence along said right-of-way line on a spiral curve left; the chord of which spiral bears South 33°26'07" East 158.60 feet, said right-of-way line being parallel to and 50 feet distance from said railroad centerline having a spiral "a" value of 1-1/4; thence continuing along said railroad right-of-way line South 33°58'00" East 1167.90 feet to its intersection with the North line of Awbrey Lane; thence South 89°59'45" East 1627.93 feet along said North line to the point of beginning, in Lane County, Oregon; EXCEPT that portion described in deed to Lane County re-recorded March 18, 1996, Reel No. 2152, Reception No. 9617552, Lane County Official Records; ALSO EXCEPT any portion lying with lots 93, 94, 124, 125 and 155, FIRST ADDITION TO MEADOWVIEW, as platted and recorded in Book 5, Page 13, Lane County Oregon Plat Records; ALSO EXCEPT any portion lying within that certain parcel of land described in deed from Oregon-California Chemicals, Inc. to Or-Cal, Inc., recorded October 21, 1997, Reel No. 2348, Reception No. 9771500, Lane County Official Records, in Lane County, Oregon. Parcel 2: All that part of Northwest one-quarter and the West one-half of the Northeast one-quarter of Section 33, Township 16 South, Range 4 West lying West of the Westerly right-of-way line of the Southern Pacific Railroad, all in Lane County, Oregon; EXCEPT: Beginning at the Northeast corner of the Northwest one-quarter of Section 33, Township 16 South, Range 4 West of the Willamette Meridian; and run thence South 462 feet; thence West 462 feet; thence North 462 feet; thence East 462 feet to the place of beginning, all in Lane County, Oregon; ALSO EXCEPT: That portion of the above described property conveyed to the Metropolitan Wastewater Management Commission by deed recorded November 26, 1986, Reel No. 1432, Reception No. 8648232, Lane County Official Records, in Lane County, Oregon. Parcel 3: ALSO: That portion of the Northwest quarter of Section 32, Township 16 South, Range 4 West of the Willamette Meridian, lying East of the Oregon Electric Railroad right of way, in Lane County Oregon.

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APN	T-R-S	Grantor's Name	Legal Description
1604330001100	16S-4W-33	Metropolitan Wastewater Management Commission	Beginning at a 2-inch iron pipe which is North 89°05' West a distance of 3597.44 feet and North 00° 02' West a distance of 20.0 feet from the Southeast corner of section 33, Township 16 South, Range 4 West of the Willamette Meridian; thence North 00° 02' West 2620.0 feet to a 1/2 inch iron pin on the North line of the Southeast ¼ of said Section 33; thence continuing North 00° 02' West 400.0 feet; thence South 89° 05' East 1511.70 feet to the Westerly right-of-way line of the Southern Pacific Railroad; thence South 20° 28-1/2' East 429.54 feet along said right-of-way line to a ½ inch iron pin; thence continuing along said right-of-way line South 20° 28-1/2' East 2813.53 feet to a ½ inch iron pin marking intersection of the North line of County Road No. 243 and the Westerly line of the Southern Pacific right-of-way; thence continuing South 20° 28-1/2' East 21.34 feet to a ½ inch iron pin on the South line of said Section 33; thence North 89°05' West 2651.97 feet along the South line of Section 33 to a ½ inch iron pin; thence North 00° 02' West 20.0 feet to a point of beginning in Lane County, Oregon. EXCEPTING therefrom that portion conveyed to the United States of America by deed recorded August 28, 1969, Reception No. 78962, Lane County Oregon Records. Also excepting that portion within County Road No. 243.
1703304301704	17S-3W-30	Northside Holdings LLC	Parcel 1 of Land Partition Plat No. 99-P1269, as platted and filed July 20, 1999, Lane County Oregon Plat Records, in Lane County, Oregon.
1703334400300	17S-3W-33	Harrison Dealer Funding Corporation	A parcel of land lying in the South half (S 1/2) of Sections 33 and 34, Township 17 South, Range 3 West, Willamette Meridian; said parcel being described as follows: Beginning at a point that is 639.32 feet South and 203.03 feet West of the Northeast corner of the Zara Sweet Donation Land Claim No. 68, Township 17 South, Range 3 West, Willamette Meridian; run thence South 1144.92 feet; thence North 40° 22' 10" West 30.47 feet; thence North 41° 02' 40" West 30.94 feet; thence North 46° 36' 55" West 237.24 feet; thence North 25.36 feet; thence North 57° 27' 52" West 239.66 feet; thence North 62° 59' 40" West 31.26 feet; thence North 63°40'10" West 30.63 feet; thence North 63° 53' 40" West 213.12 feet; thence North 26° 06" 20" East 27.00 feet; thence North 63° 53' 40" West 70.70 feet; thence North 63° 49' 10" West 29.72 feet; thence North 63° 35' 40" West 29.44 feet; thence North 63° 13' 10" West 29.16 feet; thence North 59° 58' 18" West 290.84 feet; thence South 33° 03' 03" West 27.00 feet; thence North 56° 01' 48" West 89.33 feet; thence North 54° 30' 10" West 29.37 feet; thence North 54° 30' 40" West 29.58 feet; thence North 54° 17' 10" West 29.79 feet; thence North 54° 12' 40" West 184.01 feet; thence North 02° 33' 05" West 224.12 feet; thence North 77° 15' 35" East 249.84 feet; thence North 66° 37' 10" East 43.12 feet; thence South 16° 21' 05" East 33.06 feet; thence South 71° 59' 49" East 220.60 feet; thence North 70° 07'50" East 157.19 feet; thence North 86°47' 40" East 177.86 feet; thence South 84° 47' 35" East 240.54 feet; thence South 82° 12' 20" East 148.88 feet; thence North 84° 05' 40" East 150.00 feet to the point of beginning in Lane County, Oregon.
1704040002800	17S-4W-4	Charles A Coy	Parcel 2, of Land Partition Plat No: 2008-P2254, as platted and recorded June 12, 2008 Reception No. 2008-032783, Lane County Oregon Plat Records, in Lane County Oregon.

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APN	T-R-S	Grantor's Name	Legal Description
1704041001200	17S-4W-4	Danny D Coven	Beginning at a point on the Easterly edge of the Southern Pacific Railroad right of way, South 20° 40' East 24.09 chains from the point of intersection of the Easterly edge of said right of way with the North line of Section 4, Township 17 South, Range 4 West of the Willamette Meridian, the said point of intersection being 13.36 chains North 89° 15' West from the Northeast corner of the said Section 4, and running thence South 89° 28' East 2.36 chains, to the Westerly edge of the county road, thence Southeasterly along the Westerly edge of the county road 10.60 chains, thence North 89° 28' West 0.51 of a chain to the Easterly edge of the said railroad right of way, thence along the said right of way, North 20° 40' West 11.11 chains to the place of beginning, in Lane County, Oregon.
1704041002901	17S-4W-4	Ronald & Ardrycee Duquette	Commencing on the Easterly line of a 40.0 foot wide roadway 1315.0 feet South 0°13' East from a point in the center of County Road No. 243, which point is 61.08 feet North 89° 13' 07" West from the intersection of the Westerly right of way line of the Southern Pacific Transportation Company with the North line of Section 4, Township 17 South, Range 4 West of the Willamette Meridian, in Lane County, Oregon; thence South 89° 15' East 244.00 feet for the Place of Beginning; thence South 1° 16' 44" East 539.2 feet to a ½" iron rod; thence South 89° 15' East 501.02 feet to the Westerly right of way line of said Southern Pacific Transportation Company property; thence North 20° 37' 48" West along said Westerly line 578.68 feet to a point which bears South 89° 15' East from the Place of Beginning; thence North 89° 15' West 309.15 feet to the Place of Beginning, in Lane County, Oregon.
1704041004000	17S-4W-4	Curtis F & Patricia Miller	Beginning at a point on the Westerly right of way line of the Southern Pacific Railroad Company, 2405.09 feet South 20° 37' East from the intersection of said Westerly right of way line with the North line of Section 4, Township 17 South, Range 4 West of the Willamette Meridian, thence North 89° 15' West 351.54 feet to the Easterly right of way line of a 40.0 foot road; thence South 0° 13' East 158.65 feet to the Northerly right of way line of a 40.0 foot road; thence South 89° 15 East 410.92 feet to Westerly right of way line of the Southern Pacific Railroad; thence North 20° 37' West 170.42 feet to the point of beginning, in Lane County, Oregon.

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APN	T-R-S	Grantor's Name	Legal Description
1704252406400	17S-4W-25	David N Cole	Beginning at the iron pipe marking the Northeast corner of the west one-half of the Prior F. Blair Donation Land Claim No. 39, Township 17 South, Range 4 West of the Willamette Meridian; thence South 0° 31' West 66.63 feet to an iron pipe marking the initial point of the T.W. TUREL'S PLAT, according to the Plat thereof recorded in Book 14, Page 1, Lane County Oregon Plat Records; thence South 0° 31' West 124.77 feet along the East line of said plat to an iron pin marking the Southeast corner thereof, and the true point of beginning; thence South 1° 02' 15" West 305.59 feet to an iron pipe marking the initial point of HOLEMAN'S ADDITION as monumented on the ground and recorded in Book 6, Page 14, Lane County Oregon Plat Records; thence South 1° 08' 50" West 516.47 feet along the West line of HOLEMAN'S ADDITION, as monumented on the ground, to an iron pin set on a line 30.00 feet Northeasterly from when measured at right angles to the constructed centerline of the Southern Pacific Railroad tracks; thence North 48° 51' West 1271.00 feet along said line to a point marked by an iron pin; thence South 89° 16' East along the Southerly line and Westerly extension of the Southerly line of said T.W. TUREL'S PLAT 973.04 feet to the true point of beginning, in Lane County, Oregon. EXCEPT those tracts of land described in Deeds to Lane County, a political subdivision of the State of Oregon, recorded December 23, 1971, Reel No. 565, Reception No. 79419, and recorded January 20, 1972, Reel No. 569, Reception No. 82868, Lane County Official Records, in Lane County, Oregon.
1803023203800	18S-3W-2	Wildish Land Co	All premises lying Westerly (upland) of the ordinary low water mark of the left (west) bank of the Willamette river which lies south of the north boundary of Parcel No. 5 and north of the south boundary of Parcel No. 7 in deed from Verna E. Wildish to T.C. Wildish Company dated December 16, 1963, at Recorder's Reception No. 36777, all in Section 2, Township 18 South, Range 3 West of the Willamette Meridian, in Lane County, Oregon.

[1]In accordance with Paragraph 1 of the Easement Deed by Court Order in Settlement of Landowner Action (the "Court Order"), Qwest prepared this Exhibit 1 and attached it to the Court Order.

APN	T-R-S	Grantor's Name	Legal Description
1803023305100	18S-3W-3	Martha K Judkins	Parcel 1: Beginning at a point 117.17 feet North 89.99 feet East and 62.36 feet South 53° 00' East of the Northwest corner of Section 3, in Township 18 South, Range 3 West of the Willamette Meridian; thence South 21° 13' West 672.47 feet; thence on the arc of a 256.48 feet radius curve left (the long chord of which bears South 15° 35' 50" West) 50.31 feet; thence South 26° 07' East 655.05 feet to a point on the Northerly line of that property conveyed to the State of Oregon, by instrument recorded in Book 349, Page 541, Lane County Oregon Deed Records; thence along said Northerly line South 56° 37' East to the Southerly Southwest corner of that tract conveyed to Pacific Power and Light Company by instrument recorded February 2, 1962, Reception No. 58395, Lane County Oregon Deed Records; thence North 30° 53' West to the Northerly Southwest corner of said Pacific Power and Light Company's tract; thence North 00°05' East along the West line of said Pacific Power and Light Company tract to the Northwest corner thereof; thence North 53° 00' West along the Southerly right of way line of County Road, No. 493, to the place of beginning, in Lane County, Oregon. Parcel 2: That part of Section 2, Township 18 South, Range 3 West, lying between the Westerly right of way line of the Southern Pacific Railroad and the Easterly right of way, of Pacific Highway No. 99, ALSO that part of said Section 2 lying between the Easterly right of way line of the Southern Pacific Railroad and the Westerly bank of Willamette River, more particularly described as follows: Beginning on the South line of said Section 2, where the Westerly bank of said river intersects said South line, running thence Northerly along said Westerly bank to its intersection with the Easterly right of way line of the Southern Pacific Railroad, thence Southerly along said Easterly line to the South line of said Section 2, thence South 89° 56' West to place of beginning, Lane County Oregon. EXCEPT that part contained in the original meander. EXECPT 0.26 acre to relocated McVay Highway by R279/30976; and EXCEPT that portion included in T.L. 700 on map 18-03-11 by V152/584.

[1]In accordance with Paragraph 1 of the Easement Deed by Court Order in Settlement of Landowner Action (the "Court Order"), Qwest prepared this Exhibit 1 and attached it to the Court Order.

APN	T-R-S	Grantor's Name	Legal Description
1803031103600	18S-3W-3	Wildish Industrial Development Corporation	Beginning at the Southeast corner of Lot 5, Block 2, of WILDISH INDUSTRIAL TRACTS, as platted and recorded in Book 56, Page 11 of the Lane County Oregon Plat Records; thence along the South line of said Lot 5, Block 2, South 61° 06' 00" West 152.59 feet to the Southwest corner of said Lot 5, Block 2, said point also being the most Westerly corner of Lot 6, Block 2 of said plat of WILDISH INDUSTRIAL TRACTS; thence leaving said South line and running South 36° 06' 25" West 76.66 feet; thence South 21° 16' 35" East 94.75 feet; thence along the arc of a 565.19 foot radius curve left (the chord of which bears South 37° 35' 32" East 317.56 feet) a distance of 321.89 feet; thence South 53° 54' 33" East 121.65 feet to a point on the Northwesterly boundary of Lot 11, Block 2 of said WILDISH INDUSTRIAL TRACTS; thence along the Northwesterly boundary of said Lot 11, Block 2, North 36° 06' 25" East 227.96 feet to the corner common to Lot 7, Lot 8, and Lot 11, in Block 2 of said WILDISH INDUSTRIAL TRACTS; thence along the common boundary between Lot 7 and Lot 8, in Block 2 of said WILDISH INDUSTRIAL TRACTS; North 29° 07' 10" East 169.35 feet to a point on the Southerly margin of Nugget Way, said point being 25.00 feet from, when measured at right angles to, the centerline of Nugget Way; thence along the Southerly margin of Nugget Way North 60° 52' 50" West 385.97 feet and along the arc of a 70.00 foot radius curve right (the chord of which bears North 44° 53' 25" West 38.57 feet) a distance of 39.07 feet to the point of beginning, all in Lane County, Oregon.
1803031203701	18S-3W-3	Alberto G Miranda	Parcel 1, Partition Plat 93-P0340, Lane County, Oregon
1803031401100	18S-3W-3	Alberto G Miranda	Commencing at a point 37 links South of a point in the center of the Oregon and California Railroad track (Southern Pacific Company, Lessee), 9.02 chains East of the West line of the Daniel McVey and wife Donation Land Claim No. 62, Notification No. 3283 in Township 18 South, Range 3 West of the Willamette Meridian, as marked in County Survey No. 937 of the recorded survey of said Lane County, Oregon, in the South edge of the railroad company's right of way, and running thence South 7.77 chains, thence West 9.02 chains, thence North 14.25 chains to the said railroad right of way; thence South 54°45' East along said right of way 11.10 chains, more or less to the Place of Beginning, in Lane County, Oregon. EXCEPTING THEREFROM that certain tract conveyed to Annie S. Nickerson by deed recorded August 11, 1910 in Book 87, Page 157, Lane County Oregon Deed Records. ALSO EXCEPT that certain tract of land conveyed to the State of Oregon, by and through its State Highway Commission, dated May 13, 1949, recorded May 19, 1949, in Book 395, page 545, Lane County Oregon Deed Records. ALSO EXCEPT that certain tract conveyed to the State of Oregon by and through its State Highway Commission, recorded February 8, 1960, Clerk's File No. 90299, Lane County Oregon Deed Records.

[1]In accordance with Paragraph 1 of the Easement Deed by Court Order in Settlement of Landowner Action (the "Court Order"), Qwest prepared this Exhibit 1 and attached it to the Court Order.

APN	T-R-S	Grantor's Name	Legal Description
1803034000300	18S-3W-3	Edward L Macauley	That part of the Daniel McVay Donation Land Claim No. 63, Township 18 South, Range 3 West of the Willamette Meridian, described as: Beginning at a point on the Easterly line of the right of way for Primary State Highway No. 1, said point being North 2471.5 feet and West 824.1 feet from the Southeast corner of Section 3, Township 18 South, Range 3 West of the Willamette Meridian; thence along a curve to the right of 1542.5 feet radius a distance of 274.8 feet (the long chord of which curve bears South 22° 28' East 274.2 feet), thence on a spiral curve to the right a distance of 197.3 feet (the long chord of which curve bears South 14° 14' East a distance of 196.9 feet); thence South 47° 57' East 153.9 feet; thence North 42° 03' East 291.0 feet; thence North 6° 21' West 313.0 feet to the Westerly line of the Southern Pacific Railroad's right of way; thence following the Westerly line of said railway right of way bearing North-westerly a distance of 857 feet, more or less, to a point North of the point of beginning; thence South 734 feet to the point of beginning, in Lane County, Oregon; EXCEPT that portion of the above described tract of land lying within the boundaries of public roads and highways.

[1]In accordance with Paragraph 1 of the Easement Deed by Court Order in Settlement of Landowner Action (the "Court Order"), Qwest prepared this Exhibit 1 and attached it to the Court Order.

APN	T-R-S	Grantor's Name	Legal Description
1803034000700	18S-3W-3	Edward L Macauley	That part of the Daniel McVay Donation Land Claim No. 63, Township 18 South, Range 3 West of the Willamette Meridian, described as: Beginning at a point on the Easterly line of the right of way for Primary State Highway No. 1, said point begin North 2471.5 feet and West 824.1 feet from the Southeast corner of Section 3, Township 18 South, Range 3 West of the Willamette Meridian; thence along a curve to the right of 1542.5 feet radius a distance of 274.8 feet (the long chord of which curve bears South 22° 28' East 274.2 feet); thence on a spiral curve to the right a distance of 197.3 feet (the long chord of which curve bears South 14° 14' East a distance of 196.9 feet): thence South 47° 57' East 153.9 feet; thence North 42° 03' East 291.0 feet, thence North 6° 21' West 313.0 feet to the Westerly line of the Southern Pacific Railroad's right of way; thence following the Westerly line of said railway right of way bearing Northwesterly a distance of 857 feet, more or less, to a point North of the point of beginning; thence South 734 feet to the point of beginning, in Lane County, Oregon; SAVE AND EXCEPT that portion of the above described tract of land lying within the boundaries of public roads and highways. ALSO Beginning at a point on the East line of the right of way of Eugene to Goshen Highway opposite and 110 feet distant from the Highway Station 282.00 as described in that certain deed from C.A. Huntington, et ux, to the State of Oregon, recorded in Volume 249, Page 356, Lane County Oregon Deed Records, said point also being 539.2 feet North 444.2 feet West of the Southeast corner of Section 3, Township 18 South, Range 3 West of the Willamette Meridian; and running thence Northerly along the Easterly line of said proposed highway to the beginning point on the third course of the description of the property conveyed by Elmer E. Stewart, et ux, to David Travis by deed recorded in Volume 325, Page 507, Lane County Oregon Deed Records; thence following the Southerly and Easterly line of said Travis property South 47° 57' East 153.9 feet North 42° 03' East 291.0 feet and North 6° 21' West 313.0 feet to the Westerly line of the Southern Pacific Railroad right of way; thence Southeasterly along the West of said right of way to the intersection of the centerline of the County Road leading from Springfield Junction to Goshen (now known as U.S. Highway 99); thence following the centerline of said road in a Southerly direction to the Northeast corner of the property conveyed by Elmer E. Stewart, et ux, to J.F. Twohey by deed recorded in Volume 315, Page 496, Lane County Oregon Deed Records and thence following the Northerly line of said Twohey property North 35° 37' West 69 feet and North 69° 53' West 347.2 feet to the place of beginning, in Lane County, Oregon; SAVE AND EXCEPT that portion of the above described tract of land lying within the boundaries of public roads and highways.

[1]In accordance with Paragraph 1 of the Easement Deed by Court Order in Settlement of Landowner Action (the "Court Order"), Qwest prepared this Exhibit 1 and attached it to the Court Order.

APN	T-R-S	Grantor's Name	Legal Description
1803113000300	18S-3W-11	Aurevia Joyce Thomas	Beginning at a point South 43° West, 53.0 feet from a point on the East line of Government Lot 10, Section 11, Township 18 South, Range 3 West of the Willamette Meridian, being 554.0 feet North and 144.4 feet East of the Southwest corner of said Lot 10; thence Northerly on a meander line downstream along the center of a creek as follows: North 56° 21' 45" West, 94.16 feet; thence North 28° 35' 15" West, 314.34 feet; thence North 47° 38' 30" West, 205.91 feet; thence North 33° 18' 15" West, 298.01 feet; thence North 36° 31' 15" West to the Easterly line of the A.H. Coreyall Donation Land Claim No. 59, of said township and range; thence along said Easterly line, South 22° East, to the most Westerly corner of the Second description of those tract conveyed to Clive O. Schroder and Tillie Schroder, husband and wife, by instrument recorded May 28, 1955, Reception No. 57856, Lane County Oregon Deed Records; thence Northeasterly along the Northerly line of said Schroder property to the place of beginning, in Lane County, Oregon.
1803144000503	18S-3W-14	Triple J LLC	Beginning at the point of intersection of the Easterly right of way of the North Wye Connection of the relocated Willamette Highway, to the Pacific Highway, with the Southerly line of a 50 foot wide road, said point being 2172.75 feet North and 940.81 feet West of the Southwest corner of the Washington L. Riggs Donation Land Claim No. 40, in Township 18 South, Range 3 West of the Willamette Meridian and running thence North 89° 38' 30" East along the said Southerly line of a 50.0 foot wide road 895.75 feet; thence South 60° 00' 30" East 490 feet along the Southerly line of said road to a point on a line running at right angles to Engineers Centerline Station Ln 52+96.59; thence Southwesterly along said line to a point on the Northerly right of way line of the relocated Willamette Highway, said point being opposite and 300 feet distant Northerly from Engineers Centerline Station Ln 52+96.59; thence Northwesterly along the Northerly line of said Willamette Highway to the point of beginning, in Lane County, Oregon.

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APN	T-R-S	Grantor's Name	Legal Description
1803231001700	18S-3W-23	Wiladene L Engeman Revoc Tr	A portion of the Northeast one-quarter of Section 23, Township 18 South, Range 3 West of the Willamette Meridian, Lane County, Oregon, described as follows: Beginning at the brass cap monument marking the Southwest corner of the W.L. Riggs Donation Land Claim No. 40, in Township 18 South, Range 3 West of the Willamette Meridian, Lane County, Oregon; thence South 70° 54' 35" East 22.97 feet to a point on the Southern Pacific Railroad Company's Easterly right of way line, as said railroad tracks are traveled; thence along said Easterly right of way line along the arc of a 1939.91 foot radius curve right (the chord of which bears South 17° 44' 34" East 50 feet), a distance of 50 feet to the True Point of Beginning; thence leaving the Easterly right of way line, North 65° 23' 20" East 71.66 feet to a point on the Westerly line of the Pacific Highway (the Old Oregon Highway No. 99) as said highway is traveled; thence along said Westerly right of way line as traveld, along the arc of a 631.11 foot radius curve right (the chord of which bears South 08° 26' 27" East 388.81 feet), a distance of 395.23 feet; thence South 09° 30' West 27.11 feet; thence along the arc of a 1462.40 foot radius curve left (the chord of which bears South 07° 59' 38" West 76.87 feet), a distance of 76.88 feet; thence South 15° 06' West 74.67 feet to a point on the Easterly right of way line of the Southern Pacific Railroad Company's property; thence along the said Easterly right of way line as traveled, North 04° West 23 feet; thence along a line which is 30 feet distant and parallel to a center line Taper 1 curve to the left (the chord of which bears North 04° 49' 38" West 151.17 feet); thence along the arc of a 1939.91 foot curve left (the chord of which bears North 11°37' 38" West 363.59 feet) a distance of 364.12 feet to the True Point of Beginning.
1803234004400	18S-3W-23	Colby Henton	Beginning at point North 25° 50' East 156.0 feet from a point on the East line of County Road which point is at the intersection of the South line of Lot 7 of County Survey No. 841, extended; and the Westerly line of the Milton S. Riggs and wife Donation Land Claim No. 57, Township 18 South, Range 3 West of the Willamette Meridian; thence along the East line of above said County Road North 25° 50' East 743.0 feet to the West line of S.P.R.R. right-of-way; thence along the West line of above said Railroad right-of-way South 3° 15' East 843.33 feet; thence North 65° West 409.91 feet to point of beginning, in Lane County, Oregon.
1803260000100	18S-3W-26	Timber Products Co	Beginning at a point on the Westerly right of way line of the Southern Pacific Railroad, said point being 1866.48 feet North 65° 00' West and 722.04 feet North 3° 30' West of the Re-entrant angle of the Milton S. Riggs and Wife Donation Land Claim No. 57, Township 18 South, Range 3 West of the Willamette Meridian, Lane County, Oregon; thence running North 65° West 457.88 feet; thence South 12° 55''; West 102.27 feet; thence South 65° East 490.76 feet; thence North 3° 30' West 113.79 feet to the point of beginning, in Lane County, Oregon. ALSO: Beginning at a point on the Westerly right of way line of the Southern Pacific Railroad, 722.04 feet North 3° 30' West from a point on the Southerly line if the Milton Riggs Donation Land Claim No. 57, Township 18 South, Range 3 West of the Willamette Meridian, said last mentioned point being North 65° 00' West 1866.48 feet from the re-entrant angle of said Claim; from said beginning point run North 65°00' West 457.88 feet; thence North 12° 55''East 390.27 feet; thence North 86° 30' East 292.35 feet to the Westerly right of way line; thence South 3° 30' East along said right of way line 592.5 feet to the place of beginning, being a part of said Riggs Donation Land Claim in Lane County, Oregon.

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APN	T-R-S	Grantor's Name	Legal Description
1803260000200	18S-3W-26	McDougal Bros Inc	Beginning at a point on the Westerly right of way line of the Southern Pacific Railroad, said point being 1866.48 feet North 65° 00' West and 608.25 feet North 3° 30' West of the Re-entrant angle of the Milton S. Riggs and Wife Donation Land Claim No. 57, Township 18 South, Range 3 West of the Willamette Meridian; running thence North 65° 00' West 922.46 feet to the centerline of a 60 foot Roadway; thence along said centerline South 25° 50' West 116.43 feet; thence south 5° 35' East 1193.77 feet; thence leaving said centerline North 87° 52' East 824.55 feet to the Westerly right of way line of the Southern Pacific Railroad; thence along said right of way line North 3° 30' West 873.99 feet to the point of beginning, in Lane County, Oregon. EXCEPT THEREFROM the following described real property: Beginning at a point on the westerly right of way line of the Southern Pacific Railroad, said point being 1866.48 feet North 65°00' West and 608.25 feet North 3° 30' West of the re-entrant angle of the Milton S. Riggs and Wife Donation Land Claim No. 57, Township 18 South, Range 3 West of the Willamette Meridian, thence along said westerly right of way South 3° 30' East 351.38 feet to the True Point of Beginning; thence continuing along said westerly right of way South 3° 30' East 522.41 feet; thence leaving said westerly right of way South 87° 52' West 824.55 feet; thence North 5° 35' West 523.21 feet; thence North 87° 52' East 843.58 feet to the True Point of Beginning, in Lane County, Oregon.

[1]In accordance with Paragraph 1 of the Easement Deed by Court Order in Settlement of Landowner Action (the "Court Order"), Qwest prepared this Exhibit 1 and attached it to the Court Order.

APN	T-R-S	Grantor's Name	Legal Description
1803260000300	18S-3W-26	Donald W & Dolly W Woolley	Commencing at a point in the West line of the right of way of the Oregon and California Railroad Co., SP Company lessee, 28.28 chains North 65° West from the re-entrant angle of the Milton S. Riggs and wife Donation Land Claim No. 57, Notification No. 3289, in Township 18 South, Range 3 West of the Willamette Meridian; and running thence North 5 ½° West along line of said right of way 10.94 chains; thence North 65° West 10.90 chains to the West line of said Claim; thence South 25° 50' West 2.46 chains to the center of the county road; thence Southerly along center of line of said road to its intersection with the West line of said railroad right of way; and thence Northerly along line of said right of way to the place of beginning, in Lane County, Oregon. LESS AND EXCEPT: Beginning at a point on the Westerly right of way line of the Southern Pacific Railroad, said point being 1866.48 feet North 65° West and 722.04 feet North 3° 30' West of the re-entrant angle of the Milton S. Riggs and wife Donation Land Claim No. 57, in Township 18 South, Range 3 West of the Willamette Meridian, Lane County, Oregon; thence running North 65° West, 457.88 feet; thence South 12°55' West, 102.27 feet; thence South 65° East 490.76 feet; thence North 3° 30' West, 113.79 feet to the point of beginning, in Lane County, Oregon. ALSO LESS AND EXCEPT: Beginning at a point on the Westerly right of way line of the Southern Pacific Railroad, said point being 770.90 feet South and 1,750.88 feet West of the re-entrant angle of the Milton S. Riggs and wife Donation Land Claim No. 57, in Township 18 South, Range 3 West of the Willamette Meridian; running thence along said right of way line South 14° 31' West 1222.09 feet to the centerline of vacated County Road No. 260; thence along said centerline as follows: North 1° 30' West 901.67 feet, North 37° 30' West 503.52 feet North 5° 35' West 494.56 feet; thence leaving said centerline East 265.0 feet; thence south 5° 24' 30" East 329.79 feet thence South 54° 03' 30" East 479.85 feet to the point of beginning, in Lane County, Oregon. ALSO LESS AND EXCEPT: Beginning at a point on the Westerly right of way line of Southern Pacific Railroad, said point being 1866.48 feet North 65° 00' West and 608.25 feet North 3° 30' West of the re-entrant angle of the Milton S. Riggs and wife Donation Land Claim No. 57, in Township 18 South, Range 3 West of the Willamette Meridian; running thence 65° 00' West 922.46 feet to the centerline of a 60.0 foot roadway; thence along said centerline South 25° 50' West 116.43 feet; thence South 5° 35' East 1193.77 feet; thence leaving said centerline North 87° 52' East 824.55 feet to the Westerly right of way line of the Southern Pacific Railroad; thence along said right of way line of the Southern Pacific Railroad; thence along said right of way line North 3° 30' West 873.99 feet to the point of beginning, in Lane County, Oregon. ALSO LESS AND EXCEPT: Beginning at a point which is 1866.48 feet North 65° West, 722.04 feet North 3° 30' West and 457.88 feet North 65° West from the re-entrant angle Milton S. Riggs and wife Donation Land Claim No. 57, in Township 18 South, Range 3 West of the Willamette Meridian; running thence South 12° 55' West 102.27 feet; thence North 65° West 412.50 feet; thence North 25° 50' East 100.0 feet; thence South 65° East 389.63 feet to the point of beginning, in Lane County, Oregon.

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APN	T-R-S	Grantor's Name	Legal Description
1803260000301	18S-3W-26	Donald W & Dolly W Woolley	Beginning at a point on the Westerly right of way line of the Southern Pacific Railroad, said point being 770.90 feet South and 1750.88 feet West of the re-entrant angle of the Milton S. Riggs and Wife Donation Land Claim No. 57, Township 18 South, Range 3 West of the Willamette Meridian; running thence along said right of way line South 14° 31' West 1222.09 feet to the centerline of vacated County Road No. 260; thence along said centerline as follows: North 1° 30' West 901.67 feet, North 37°30' West 503.52 feet North 5°35' West 494.56 feet; thence leaving said centerline East 265.0 feet; thence South 5° 24' 30" East 329.79 feet; thence South 54° 03' 30" East 479.85 feet to the point of beginning, in Lane County, Oregon.
1803260000302	18S-3W-26	Three Brothers LLC	Beginning at a point on the westerly right of way line of the Southern Pacific Railroad, said point being 1866.48 feet North 65°00' West and 608.25 feet North 3° 30' West of the re-entrant angle of the Milton S. Riggs and Wife Donation Land Claim No. 57, Township 18 South, Range 3 West of the Willamette Meridian, thence along said westerly right of way South 3° 30' East 351.38 feet to the True Point of Beginning; thence continuing along said westerly right of way South 3° 30' East 522.41 feet; thence leaving said westerly right of way South 87° 52' West 824.55 feet; thence North 5° 35' West 523.21 feet; thence North 87° 52' East 843.58 feet to the True Point of Beginning, in Lane County, Oregon.
1803260001201	18S-3W-26	Donald W & Dolly W Woolley	Beginning at a point on the centerline of vacated County Road No. 260, South 1° 17' 20" East 5116.86 feet from the intersection of said centerline with the South line of the Silas Brown Donation Land Claim No. 58, Township 18 South, Rage 3 West of the Willamette Meridian, said point of intersection as established in County Survey No 1042 being called 60.00 chains East of the Southwest corner of said Claim; run thence South 1° 17' 20" East along the said centerline of the vacated County Road 384.97 feet to the West margin of the S.P. Railroad; thence along the said West margin South 14° 42' 20" West 397.90 feet to a point 30.00 feet distant from, when measured at right angles to, Engineer's Centerline Station 1395+14.9 BCT ½; thence along the arc of a T ½ Talbot Taper (the long chord of which bears South 13° 57' 15" West, a distance of 211.09 feet), to a point 30.00 feet distant from, when measure at right angles to, Engineer's Centerline Station 1397+24.9 CC 2° LT; thence along the arc of a 2894.88 foot radius curve left (the long chord of which bears South 9° 40' 20" West, a distance of 296.28 feet), to a point 30.00 feet distant from, when measured at right angles to , Engineer's Centerline Station 1400+18.2 CC T ½; thence along the arc of a T ½ Talbot Taper (the long chord of which bears South 5° 23' 25'West, a distance of 211.09 feet) to a point 30 feet distant from, when measured at right angles to, Engineer's Centerline Station 1402+28.2 E.C.' thence South 4° 38' 20" West 255.74 feet to the centerline of Dillard Road (County Road No. 630); thence leaving the said Railroad margin West along the said centerline 667.33 feet to the Southerly extension of a commonly accepted boundary fence line; thence North 0° 45' 45" West along the said boundary fence line 1955.06 feet; thence South 76° 27' 45" East 953.38 feet to the Point of Beginning, all in Lane County, Oregon.

[1]In accordance with Paragraph 1 of the Easement Deed by Court Order in Settlement of Landowner Action (the "Court Order"), Qwest prepared this Exhibit 1 and attached it to the Court Order.

APN	T-R-S	Grantor's Name	Legal Description
1803350001000 1803350000501	18S-3W-35	Eric L & Vicki N Bowers	All of Lots numbered 25 and 26 in THE FAIRVIEW MODEL ORCHARDS, also the following: Beginning at the Southeast corner of Lot 27 in THE FAIRVIEW MODEL ORCHARDS, Lane County, Oregon; and running thence South on the East line of Lots 26 and 25 and the East line of Lot 25 if extended South, to the South boundary line of THE FAIRVIEW MODEL ORCHARDS as the same is platted and recorded; thence Easterly on the said South boundary line of said THE FAIRVIEW MODEL ORCHARDS to the West line of the Oregon & California Railroad Company's right of way; thence Northeasterly on the West line of said right of way to a point due East of the Place of Beginning; and thence West to the Place of Beginning. ALSO beginning at the stone found by H.G. Chickering, Jr. in that survey recorded with the Lane County Surveyor October 19, 1966, in Lane County, Oregon, marking the initial point of the plat of THE FAIRVIEW MODEL ORCHARDS, according to the plat thereof, Recorded in Book 4, Page 53, Lane County Oregon Plat Records; thence South 0° 11' 40" East 247.50 feet according to the said survey to a point; thence North 89° 39' 50" East 2095.20 feet according to said survey to a point; thence North 0° 11' 40" West 1601.83 feet according to said survey to an iron pipe set therein; thence North 89° 34' 40" East 30.00 feet to an iron pipe set in said survey on the East margin of a 60 foot roadway shown in said plat and marking the True Point of Beginning; thence North 89° 34' 40" East 610.05 feet to an iron pipe set in said survey; thence East 2010.97 feet to an iron pin set in said survey on the Westerly right of way line of the Southern Pacific Railroad; thence North 4° 16' East 693.80 feet along said right of way (being 60 feet in width) to a point on an existing East-West fence line; thence South 89° 39' 40" West 2674.98 feet along said fence line to a point on the East margin of a 60 foot road shown on said plat; thence South 0° 11' 40" East 680.55 feet along said East margin to the True Point of Beginning, in Lane County, Oregon. EXCEPT that portion conveyed to Lane County by Warranty Deed Recorded September 4, 1998, Reel 2460R, Reception No. 98-71136, Lane County Oregon Deed Records.

[1]In accordance with Paragraph 1 of the Easement Deed by Court Order in Settlement of Landowner Action (the "Court Order"), Qwest prepared this Exhibit 1 and attached it to the Court Order.

APN	T-R-S	Grantor's Name	Legal Description
1903020000201	19S-3W-3	Roy A Bowers & Sons Inc	A tract of land in Sections 2, 3 and 4, Township 19 South, Range 3 West, Willamette Meridian, in Lane County, Oregon, described as follows: Beginning at the stone marking the Northwest corner of the ISSAC ALLEN DONATION LAND Claim No. 41, Township 19 South, Range 3 West of the Willamette Meridian; thence South 89° 40' East, 301.74 feet to the Westerly line of the Southern Pacific Railroad right-of-way; thence North 4° 40' East, 900.0 feet along said Railroad right-of-way to the Northerly corner of the tract conveyed to William C. Land and wife by deed recorded June 18, 1970, Reception No. 9737, Lane County Oregon Records, and the True Point of Beginning; thence South 29° 51' 32" West, 338.18 feet to an iron pin (being referenced on the ground by an iron pin bearing North 89° 42' 15" West, 16.14 feet); thence North 89° 42' 15" West, 5464.73 feet along the center of an existing ditch and its Westerly projection to an iron pin set on the Southerly projection of a roadway; thence North 0° 44' 15" West, 164.63 feet to an iron pin set in the centerline of a roadway; thence North 89° 41' 38" West, 2548.30 feet along said roadway centerline to a point marked by an iron pin; thence South 1° 21' 53" East, 780.96 feet along said roadway centerline to a point marked by an iron pin; thence South 89° 58' 44" West, 3433.79 feet, more or less along said centerline to the survey line by A.W. VAALER filed in the office of the County Surveyor, Lane County, Oregon under file No. 6782; thence North 1° 02' East, 3424.91 feet to an iron pin set in the South line of FORTUNA PARK ORCHARDS, as platted and recorded in Book 4, Page 91, Lane County Oregon Plat Records; thence North 89° 56' East, 1890.13 feet to the Southeast corner of said plat; thence North 13.57 chains or 895.62 feet; thence South 63° 45' East, 17.27 chains or 1139.82 feet; thence South 89° 15' East, 5.83 chains or 384.78 feet; thence North 88° 49' East, 39.16 chains or 2584.56 feet to the West line of the Northeast one-quarter of Section 3; thence North to the Northwest corner of the Northeast one-quarter of Section 3, Township 19 South, Range 3 West of the Willamette Meridian; thence North 15 rods or 247.5 feet; thence East 153 rods or 2524.5 feet; thence South 15 rods or 247.5 feet; thence East 10 rods or 165 feet to the corner common to Sections 34 and 35, Township 18 South, Range 3 West of the Willamette Meridian and Sections 2 and 3, Township 19 South, Range 3 West of the Willamette Meridian; thence East along the North line of Section 2, Township 19 South, Range 3 West of the Willamette Meridian, approximately 3200 feet to the West line of the right-of-way of the Southern Pacific Railway; thence South 4° 40' West along the said West right-of-way line approximately 3400 feet to the Point of Beginning, in Lane County, Oregon.

[1]In accordance with Paragraph 1 of the Easement Deed by Court Order in Settlement of Landowner Action (the "Court Order"), Qwest prepared this Exhibit 1 and attached it to the Court Order.

APN	T-R-S	Grantor's Name	Legal Description
1903020000301 1903020001700	19S-3W-2	William Wayne Land	Lot 3 of the Plat of HARMON FARM as platted and recorded in Book 4, Page 89, Lane County Oregon Plat Records, in Lane County, Oregon; EXCEPTING THEREFROM 2.23 acres as particularly described in that certain Warranty Deed from grantors above named to the State of Oregon acting by and through its Game Commission, grantee, dated June 16, 1970, and recorded June 23, 1970, Reel No. 484, reception No., 10225, Lane County Official Records; ALSO: Beginning at the stone marking the Northwest corner of the Isaac Allen donation Land Claim No. 41, Township 19 South, Range 3 West of the Willamette Meridian; thence North 89°52' West 131.53 feet along the North line of Lot 3 of the PLAT OF HARMON FARM as platted and recorded in Book 4, Page 89, Lane County Oregon Plat Records, to a point; thence North 28° 40' 43" East 306.21 feet to a point; thence North 29° 51' 32" East 722.17 feet to a point on the Westerly right of way line of the Southern Pacific Railroad; thence South 4° 40' West 900 feet along the Westerly right of way line of said railroad to an iron pin marking the Northeast corner of Lot 3 of HARMON FARM; thence North 89° 40' West 301.74 feet along the North line of said Lot 3 to the point of beginning in Lane County, Oregon.
1903110001100	19S-3W-11	Melvin U & Ellen I Grote	Lot 33, HARMON FARM, as platted and recorded in Lane County Oregon Plat Records, Lane County, Oregon.
1903142101600	19S-3W-14	Orville H & Hattie Smith	Beginning at a point 40 feet West of the West line of the right of way of the Southern Pacific Railway on the South line of the Donation Land Claim No. 79 of S.O. Martin, thence North 89° 50' West along said South line of said D.L.C. No. 79, 383 feet, thence South 1° 14' West 1349.9 feet to the North line of the plat of Hughes' Addition to Creswell, as platted and recorded at page 40 of Volume 4, Lane County Oregon Plat Records, thence South 88° 46' East along said North line of said Hughes' Addition to a point 40 feet West of the West right away line of said Southern Pacific Railway, thence Northeasterly parallel to and 40 feet distant from said right of way line of said Southern Pacific Railway to the place of beginning, all in Sections 11 and 14, Township 19 South, Range 3 West of the Willamette Meridian, in Lane County, Oregon.
2003100001300	20S-3W-10	S J & W LLC	Beginning at a point in the Easterly right of way line of Highway No. 99, said point being 144.8 feet North 62° 42' West of and 369.7 feet South 31° 26' West of the Northeast corner of Anderson Hamilton Land Claim No. 45, in township 20 South, Range 3 West of the Willamette Meridian, thence running South 31° 26' West, 1162.2 feet along the Easterly right of way line; thence South 57° 06' East, 246.0 feet to the Westerly right of way line of the O.C. and E. Railroad; thence along said railroad right of way line as follows: 413.3 feet around the arc of a 925.0 feet radius curve (the chord of which bears North 37° 48' East, 409.8 feet) along a hood taper No. 2 (the chord of which bears North 22° 25' East, 147.6 feet) 147.65 feet and North 20° 58' East, 626.2 feet; thence North 58° 09' West, 154.4 feet to the point of beginning, in Lane County, Oregon.

[1]In accordance with Paragraph 1 of the Easement Deed by Court Order in Settlement of Landowner Action (the "Court Order"), Qwest prepared this Exhibit 1 and attached it to the Court Order.

APN	T-R-S	Grantor's Name	Legal Description
2003100001400	20S-3W-10	Jerry Lee & Yvonne M Joslin	Beginning at the Easterly Northeast corner of the Anderson Hamilton Donation Land Claim No. 45, Township 20 South, Range 3 West, Willamette Meridian, run thence South along the East line of said Claim No. 45, 1336.5 feet; thence North 87° 45' West 150.0 feet (on a line which when extended intersects the West boundary of said claim No. 45, 1468.5 feet North of the Southwest corner thereof) to the center of the channel of the Coast Fork River; run thence up the center of said river channel South 34° 15' West 562.1 feet to a point which is South 75° 38' East of a point on said West line of said Donation Land Claim No. 45 which is 1615.8 feet North of the Southwest corner thereof, thence North 75° 38' West 810.0 feet to the Southerly right of way boundary of Pacific Highway 99 being the point of beginning, run thence along said Southerly right of way boundary North 47° 32' East 212.8 feet; thence on an 8° 30' curve left, the long chord of which bears North 39° 29' East 178.2 feet, thence North 31° 26' East 63.8 feet, thence South 57° 06' East 246.0 feet to the Westerly right of way boundary of the Southern Pacific Main Line Railroad, thence Southerly along the Westerly line of said Railroad right of way to a point South 75° 38' East of the point of beginning, thence North 75° 38' West to the point of beginning, in Lane County, Oregon.

[1]In accordance with Paragraph 1 of the Easement Deed by Court Order in Settlement of Landowner Action (the "Court Order"), Qwest prepared this Exhibit 1 and attached it to the Court Order.

APN	T-R-S	Grantor's Name	Legal Description
2003150002800 2003150002900	20S-3W-15	Whitsell Investments LLC	PARCEL ONE: Beginning at a point on the Easterly line of the right of way of the S.P. Railway Company and on the Southerly right of way of County Road No. 380 as relocated in 1942; said point being also 963 feet East and 837 feet North of the West quarter corner of Section 15, Township 20 South, Range 3 West, Willamette Meridian; thence South 89° 35' East along said County Road right of way, 560 feet to the center of the Coast Fork River; thence upstream 833 feet more or less, to the South line of Lot 4, said Section; thence West 350 feet or to the Easterly right of way line of said S.P. Railway right of way; thence Northerly along said right of way line 837 feet to the place of beginning, being all that portion of said Lot 4 and the Southwest one quarter of the Northwest one quarter of Section 15, between the Coast Fork River and the Easterly line of the S.P. Railway and South of the relocated County Road No. 380, Lane County, Oregon; EXCEPT that portion described in deed to Lane County, recorded August 18, 1965, Reception No. 15447, Lane County Oregon Deed Records, in Lane County, Oregon; ALSO, all that portion of Lot 3 and the Northwest one-quarter of the Southwest one-quarter of Section 15, Township 20 South, Range 3 West, Willamette Meridian, lying between the Coast Fork River and the Easterly right of way line of the Southern Pacific Railway. PARCEL TWO: Beginning at a point on the Easterly right of way line of the Pacific Highway, said point being 251.0 feet North and 855.0 feet East from the one-quarter corner between Sections 15 and 16, Township 20 South, Range 3 West of the Willamette Meridian; thence North 88° 56' East 53.4 feet to a point 30 feet distant and right angles from the centerline of the Southern Pacific Railroad; thence South 8° 35' East parallel with and 30 feet distant from said centerline 818.5 feet; thence continuing on said parallel line, on a spiral curve right (the long chord of which curve bears South 8° 07' East, 119.2 feet) a distance of 119.2 feet; thence continuing on said parallel line, on a 2374.2 feet radius curve right (the long chord of which curve bears South 1° 56' East, 446.1 feet) a distance of 446.8 feet; thence South 88° 56' West, 8.4 feet to the said Easterly line; thence Northerly along said Easterly line, on a 985.4 feet radius curve left (the chord of which curve bears North 6° 59' West, 194.3 feet) a distance of 194.5 feet; thence continuing along said Easterly line North, 12° 38' West, 840 feet; thence continuing along said Easterly line of a 543.7 feet radius curve right (the long chord of which curve bears North 3° 26.5' West, 173.5 feet) a distance of 174.2 feet; thence continuing along said Easterly line North 5° 45' East, 186.6 feet to Point of Beginning, in Section 15, Lane County, Oregon. PARCEL THREE: Beginning at a point on the North line of the John Bowers Donation Land Claim No. 53, in Township 20 South, Range 3 West of the Willamette Meridian, said point being on the Easterly right of way line of the Old Pacific Highway and 2443.63 feet South 89° 56' 30" East of the Northwest corner of said Donation Land Claim; running thence South 89° 56' 30" East 576.47 feet to the center of the channel of the West Fork of Coast Fork Willamette River; thence along the center of said channel; the long chord of which bears South 11° 37' West a distance of 3076.17 feet, to a point on the South line of said Donation Land Claim; thence along the South line of said Donation Land Claim South 89° 23' 30" West 382.41 feet to the Easterly right of way line of the Old Pacific Highway; thence along said right of way line Northeasterly, the long chord of which bears North 1° 21' 30" East a distance of 1678.71 feet; thence continuing along right of way line Northeasterly the long chord of which bears North 16° 04' 45" East a distance of 1394.10 feet to the point of beginning, in Lane County, Oregon. EXCEPTING THEREFROM that portion lying West of the Easterly line of the Southern Pacific Railroad right of way.

[1]In accordance with Paragraph 1 of the Easement Deed by Court Order in Settlement of Landowner Action (the "Court Order"), Qwest prepared this Exhibit 1 and attached it to the Court Order.

APN	T-R-S	Grantor's Name	Legal Description
2003210000401	20S-3W-22	Vernon Howard Coop	Beginning at a point on the East line of a tract of land 60.00 feet wide as conveyed to the Oregon and California Railroad Company by deed recorded January 6, 1872, on Page 649, Volume H, Lane County Oregon Deed Records, said point also being North 88° 28' West 874.4 feet, North 18° 19' West 642.0 feet and North 80° 57' East 420.0 feet from the most Northerly Southeast corner of the H.C. Veatch Donation Land Claim No. 54, Township 20 South , Range 3 West, Willamette Meridian, said Donation Land Claim corner also being the Northeast corner of the John Cochran Donation Land Claim No. 55 of said Township and Range; run thence North 80° 57' East 105.2 feet to the center line of the coast fork of the Willamette River; thence along the center line of said river North 13° 12' East 829.8 feet; thence West 332.0 feet to the East line of said Oregon and California Railroad Company; thence Southerly along the Easterly right of way line of said Oregon and California Railroad Company 830.6 feet to the point of beginning, in Lane County, Oregon.
2003210000500	20S-3W-22	Cynthia Sharp	Beginning at a point marked by an iron pin on the South line of the Harvey C. Veatch Donation Land Claim No. 54, Township 20 South, Range 3 West of the Willamette Meridian, said point being North 88° 28' West 874.4 feet from the corner in angle of said donation land claim, said corner in angle also being the Northeast Corner of the John Cochran Donation Land Claim No. 55, said Township and Range; run thence North 18° 19' West 642.0 feet; thence North 80° 57' East 525.5 feet to the center of the Coast Fork River; run thence up the center of said River South 08°37' East 711.5 feet to the South line of said Donation Land Claim; run thence along said South Donation Land Claim line North 88° 28' West 423.6 feet to the place of beginning, in Lane County, Oregon. EXCEPTING THEREFROM a tract of land 60 feet wide as conveyed to the Oregon and California Railroad Co. by Deed recorded January 6, 1872 in Book H, Page 649, Lane County Oregon Deed Records. Also excepting therefrom that certain tract conveyed to the State of Oregon by Deed recorded in Book 170, Page 562, Lane County Oregon Deed Records.
2003220000201	20S-3W-15	Lynn Forrest Ten Eyck	That portion of that tract of land described in Reel No. 589, Reception No. 2240, recorded June 5, 1972, that lies East of the Easterly right of way line of Old Pacific Highway and Westerly of the Westerly line of Southern Pacific right of way; the tract of land of which the above is a portion is described in said Reel 589, Reception No. 2240, and described as follows: Beginning at a point on the North line of the John Bowers Donation Land Claim No. 53 in Township 20 South, Range 3 West of the Willamette Meridian, said point being on the Easterly right of way line of the Old Pacific Highway and 2443.63 feet South 89° 56' 30" East of the Northwest corner of said Donation Land Claim; running thence South 89° 56' 30" East, 576.47 feet to the center of the channel of the West Fork of Coast Fork-Willamette River; thence along the center of said channel, the long chord of which bears South 11° 37' West a distance of 3076.17 feet to a point on the South line of said Donation Land Claim; thence along the South line of said Donation Land Claim South 89° 23' 30" West, 382.41 to the Easterly right of way line of the Old Pacific Highway; thence along said right of way Northeasterly, the long chord of which bears North 1° 21' 30" East a distance of 1678.71 feet; thence continuing along right of way line Northeasterly the long chord of which bears North 16° 04' 45" East a distance of 1394.10 feet to the point of beginning, in Lane County, Oregon.

[1]In accordance with Paragraph 1 of the Easement Deed by Court Order in Settlement of Landowner Action (the "Court Order"), Qwest prepared this Exhibit 1 and attached it to the Court Order.

APN	T-R-S	Grantor's Name	Legal Description
2003220000800	20S-3W-22	Russell D & Lori J Leach	That portion of the following lying Southeasterly of the Southeasterly line of the Southern Pacific Railroad right of way: Beginning at a point 503.25 feet West of the Northeast corner of Donation Land Claim No. 55, in Section 22, Township 20 South, Range 3 West of the Willamette Meridian; run thence West 503.25 feet; thence South 849.95 feet; thence South 24° West 544.15 feet; thence South 53° 30' East 901.37 feet; thence North 1883.6 feet to the place of beginning, Lane County, Oregon. EXCEPT THEREFROM the rights of way of relocated Highway 99 and the Southern Pacific Transportation Company, in Lane County, Oregon.
2104110000200	21S-4W-11	Wayne Eugene & M E Rhodes	PARCEL ONE: The East ½ of the Southeast ¼ of Section 11, Township 21 South, Range 4 West of the Willamette Meridian, in Lane County, Oregon; EXCEPT that portion lying Southerly of a line parallel with and 110 feet Northerly of the centerline of the main track of the Southern Pacific Railroad Company. PARCEL TWO: Beginning at a point 60 feet North 0° 49' 20" West from the Southeast corner of the Northwest quarter of the Southeast quarter of Section 11, Township 21 South, Range 4 West, Willamette Meridian; thence West 208 feet; thence North 208 feet; thence East 208 feet, more or less, to the East line of the Northwest quarter of the Southeast quarter of Section 11, thence South 0° 49' 20" East to the point of beginning, in Lane County, Oregon.
2104110000300	21S-4W-11	Paul D & Denise K Eckstine	All that portion of the Southwest Quarter of the Southeast Quarter of Section 11, Township 21 South, Range 4 West of the Willamette Meridian, lying North of the North line of the Southern Pacific Company right of way, in Lane County, Oregon.
2104120000700	21S-4W-12	William L Hoyt Jr Ttee	That certain parcel of land situated in the Southeast quarter of Section 12, Township 21 South, Range 4 West, Willamette Base and Meridian, County of Lane, State of Oregon, described as follows: All the land described in deed dated May 6, 1957, from State of Oregon to Southern Pacific Company, recorded June 12, 1957, on Reel 100 '57 D Records of said County. EXCEPT a 40 foot wide strip of land lying Southeasterly of and continuous to that certain line described within the above for mentioned Deed as "North 63° 38' East, along said Southeasterly line, 939.45 feet.

[1]In accordance with Paragraph 1 of the Easement Deed by Court Order in Settlement of Landowner Action (the "Court Order"), Qwest prepared this Exhibit 1 and attached it to the Court Order.

Lane County Clerk
Lane County Deeds & Records
2016-053760
10/28/2016 01:58:39 PM
RPR-LEAS Cnt=1 Stn=0 CASHIER 02 6pages
$30.00 $11.00 $21.00 $10.00
$72.00

Prepared by and Return to:
American Tower
10 Presidential Way
Woburn, MA 01801
Attn: Land Management/Andrew Verwholt, Esq.
ATC Site No: 082751
ATC Site Name: Glenwood OR
Assessor's Parcel No(s): 0583243

State of Oregon
County of Lane

MEMORANDUM OF LEASE

This Memorandum of Lease (the "***Memorandum***") is entered into on the 12 day of September, 2016 by and between **Ed's Big Pine LLC**, an Oregon limited liability company ("***Landlord***") and **Verizon Wireless (VAW) LLC d/b/a Verizon Wireless** ("***Tenant***").

NOTICE is hereby given of the Lease (as defined and described below) for the purpose of recording and giving notice of the existence of said Lease. To the extent that notice of such Lease has previously been recorded, then this Memorandum shall constitute an amendment of any such prior recorded notice(s).

1. **Parent Parcel and Lease**. Landlord is the owner of certain real property being described in **Exhibit A** attached hereto and by this reference made a part hereof (the "***Parent Parcel***"). Landlord (or its predecessor-in-interest) and Tenant (or its predecessor-in-interest) entered into that certain Option and Lease Agreement dated September 26, 1994 (as the same may have been amended, renewed, extended, restated, and/or modified from time to time, collectively, the "***Lease***"), pursuant to which the Tenant leases a portion of the Parent Parcel and is the beneficiary of certain easements for access and public utilities, all as more particularly described in the Lease (such leasehold and easement rights and interests, collectively, the "***Leased Premises***"), which Leased Premises is also described on **Exhibit A** attached hereto and by this reference made a part hereof.

2. **American Tower**. Tenant and/or its parent, affiliates, subsidiaries and other parties identified therein, entered into a sublease agreement with American Tower Delaware Corporation, a Delaware corporation and/or its parents, affiliates and subsidiaries ("***American Tower***"), pursuant to which American Tower subleases, manages, operates and maintains, as applicable, the Leased Premises, all as more particularly described therein. In connection with these responsibilities, Tenant has also granted American Tower a limited power of attorney (the "***POA***") to, among other things, prepare, negotiate, execute, deliver, record and/or file certain documents on behalf of Tenant, all as more particularly set forth in the POA.

3. **Expiration Date**. Subject to the terms, provisions, and conditions of the Lease, and assuming the exercise by Tenant of all renewal options contained in the Lease, the final expiration date of the Lease would be April 30, 2045. Notwithstanding the foregoing, in no event shall Tenant be required to exercise any

option to renew the term of the Lease.

4. **Leased Premises Description**. Tenant shall have the right, exercisable by Tenant at any time during the original or renewal terms of the Lease, to cause an as-built survey of the Leased Premises to be prepared and, thereafter, to replace, in whole or in part, the description(s) of the Leased Premises set forth on **Exhibit A** with a legal description or legal descriptions based upon such as-built survey. Upon Tenant's request, Landlord shall execute and deliver any documents reasonably necessary to effectuate such replacement, including, without limitation, amendments to this Memorandum and to the Lease.

5. **Right of First Refusal**. There is a right of first refusal in the Lease.

6. **Effect/Miscellaneous**. This Memorandum is not a complete summary of the terms, provisions and conditions contained in the Lease. In the event of a conflict between this Memorandum and the Lease, the Lease shall control. Landlord hereby grants the right to Tenant to complete and execute on behalf of Landlord any government or transfer tax forms necessary for the recording of this Memorandum. This right shall terminate upon recording of this Memorandum.

7. **Notices.** All notices must be in writing and shall be valid upon receipt when delivered by hand, by nationally recognized courier service, or by First Class United States Mail, certified, return receipt requested to the addresses set forth herein: to Landlord at: 76563 Martin Creek Rd., Cottage Grove, OR 97424; to Tenant at: Verizon Wireless, Attn. Network Real Estate, 180 Washington Valley Road, Bedminster, NJ 07921; with copy to: American Tower, Attn: Land Management, 10 Presidential Way, Woburn, MA 01801; and also with copy to: Attn Legal Dept. 116 Huntington Avenue, Boston, MA 02116. Any of the parties hereto, by thirty (30) days prior written notice to the other in the manner provided herein, may designate one or more different notice addresses from those set forth above. Refusal to accept delivery of any notice or the inability to deliver any notice because of a changed address for which no notice was given as required herein, shall be deemed to be receipt of any such notice.

8. **Counterparts.** This Memorandum may be executed in multiple counterparts, each of which when so executed and delivered, shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.

9. **Governing Law.** This Memorandum shall be governed by and construed in all respects in accordance with the laws of the State or Commonwealth in which the Leased Premises is situated, without regard to the conflicts of laws provisions of such State or Commonwealth.

[*SIGNATURES FOLLOW ON NEXT PAGE*]

IN WITNESS WHEREOF, Landlord and Tenant have each executed this Memorandum as of the day and year set forth below.

LANDLORD

Ed's Big Pine LLC
an Oregon limited liability company

Signature: Edward Macauley
Print Name: Edward Macauley
Title: Manager
Date: 9-12-16

2 WITNESSES

Signature:
Print Name: Jon Dunham

Signature:
Print Name: Sean Kelly

WITNESS AND ACKNOWLEDGEMENT

State/Commonwealth of Oregon

County of Lane

On this 12 day of September, 2016, before me, Molly Olson the undersigned Notary Public, personally appeared Edward Macauley, who proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Molly Lorraine Olson
Notary Public
Print Name: Molly Lorraine Olson
My commission expires: Dec. 6, 2019

OFFICIAL STAMP
MOLLY LORRAINE OLSON
NOTARY PUBLIC-OREGON
COMMISSION NO. 945209
MY COMMISSION EXPIRES DECEMBER 06, 2019

[SEAL]

[SIGNATURES CONTINUE ON NEXT PAGE]

ATC Site No: 082751
PV Code 285/ VzW Contract No: 10644
Site Name: Glenwood OR

TENANT

Verizon Wireless (VAW) LLC d/b/a Verizon Wireless

By: American Tower Delaware Corporation,
a Delaware corporation
Title: Attorney-in-Fact

Signature: _____
Print Name: Edward P. Maggio, Jr.
Title: Senior Counsel, US Tower
Date: 9/29/16

WITNESS

Signature: _____
Print Name: _____

Signature: _____
Print Name: _____

WITNESS AND ACKNOWLEDGEMENT

Commonwealth of Massachusetts

County of Middlesex

On this 29th day of September, 2016, before me, the undersigned Notary Public, personally appeared Edward P. Maggio Jr, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Renee Byrd
Notary Public
Print Name: Renee Byrd
My commission expires: 4/27/2023

RENEE BYRD
Notary Public
Commonwealth of Massachusetts
My Commission Expires
April 27, 2023

[SEAL]

ATC Site No: 082751
PV Code 285/ VzW Contract No: 10644
Site Name: Glenwood OR

EXHIBIT A

This Exhibit A may be replaced at Tenant's option as described below

PARENT PARCEL

Tenant shall have the right to replace this description with a description obtained from Landlord's deed (or deeds) that include the land area encompassed by the Lease and Tenant's improvements thereon

The Parent Parcel consists of the entire legal taxable lot owned by Landlord as described in a deed (or deeds) to Landlord of which the Leased Premises is a part thereof with such Parent Parcel being described below.

TRACT 2:
That part of the Daniel McVay Donation Land Claim No. 63, Township 18 South, Range 3 West of the Willamette Meridian, described as: Beginning at a point on the Easterly line of the right of way for Primary State Highway No. 1, said point being North 2471.5 feet and West 824.1 feet from the Southeast corner of Section 3, Township 18 South, Range 3 West of the Willamette Meridian; thence along a curve to the right of 1542.5 feet radius a distance of 274.8 feet (the long chord of which curve bears South 22° 28' East 274.2 feet); thence on a spiral curve to the right a distance of 197.3 feet (the long chord of which curve bears South 14° 14' East a distance of 196.9 feet); thence South 47° 57' East 153.9 feet; thence North 42° 03' East 291.0 feet; thence North 6° 21' West 313.0 feet to the Westerly line of the Southern Pacific Railroad's right of way; thence following the Westerly line of said railway right of way bearing Northwesterly a distance of 857 feet, more or less, to a point North of the point of beginning; thence South 734 feet to the point of beginning, in Lane County, Oregon; SAVE AND EXCEPT that portion of the above described tract of land lying within the boundaries of public roads and highways.

ALSO:
Beginning at a point on the East line of the right of way of the Eugene to Goshen Highway opposite and 110 feet distant from the Highway Station 282.00 as described in that certain deed from C. A. Huntington, et ux, to the State of Oregon, recorded in Volume 249, Page 356, Lane County Oregon Deed Records, said point also being 539.2 feet North 444.2 feet West of the Southenst corner of Section 3, Township 18 South, Range 3 West of the Willamette Meridian; and running thence Northerly along the Easterly line of said proposed highway to the beginning point on the third course of the description of the property conveyed by Elmer E. Stewart, et ux, to David Travis by deed recorded in Volume 325, Page 507, Lane County Oregon Deed Records; thence following the Southerly and Easterly line of said Travis property South 47° 57' East 153.9 feet North 42° 03' East 291.0 feet and North 6° 21' West 313.0 feet to the Westerly line of the Southern Pacific Railroad right of way; thence Southeasterly along the West of said right of way to the intersection of the centerline of the County Road leading from Springfield Junction to Goshen (now known as U.S. Highway 99); thence following the centerline of said road in a Southerly direction to the Northeast corner of the property conveyed by Elmer E. Stewart, et ux, to J. F. Twohey by deed recorded in Volume 315, Page 496; Lane County Oregon Deed Records and thence following the Northerly line of said Twohey property North 35° 37' West 69 feet and North 69° 53' West 347.2 feet to the place of beginning, in Lane County, Oregon; SAVE AND EXCEPT that portion of the above described tract of land lying within the boundaries of public roads and highways.

EXHIBIT A (continued)

LEASED PREMISES

Tenant shall have the right to replace this description with a description obtained from the Lease or from a description obtained from an as-built survey conducted by Tenant.

The Leased Premises consists of that portion of the Parent Parcel as defined in the Lease which shall include access and utilities easements. The square footage of the Leased Premises shall be the greater of: (i) the land area conveyed to Tenant in the Lease; (ii) Tenant's existing improvements on the Parent Parcel; or (iii) the legal description or depiction below (if any).

A PORTION OF THE EAST HALF OF SE CORNER OF SECTION 3, T18S, R3W, W.M., MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND 5/8" REBAR AT AN ANGLE POINT OF THE EASTERLY RIGHT OF WAY INTERSTATE 5, FROM WHICH A FOUND 5/8" REBAR AT AN ANGLE POINT OF THE EASTERLY RIGHT OF WAY OF INTERSTATE 5 BEARS SOUTH 09°23'08" EAST, 1412.86 FEET; THENCE FROM SAID REBAR SOUTH 47°57'06" EAST, 131.93 FEET TO A FOUND 5/8" REBAR AND THE POINT OF BEGINNING; THENCE NORTH 31°01'18" EAST, 50.00 FEET; THENCE SOUTH 58°58'42" EAST, 60.00 FEET; THENCE SOUTH 31°01'18" WEST, 50.00 FEET; THENCE NORTH 58°58'42" WEST, 60.00 FEET TO THE POINT OF BEGINNING.

ACCESS AND UTILITIES

The access and utility easements include all easements of record as well that portion of the Parent Parcel currently utilized by Tenant for ingress, egress and utility purposes from the Leased Premises to and from a public right of way.

A PORTION OF THE EAST HALF OF SE CORNER OF SECTION 3, T18S, R3W, W.M., BEING A STRIP OF LAND 220.00 FEET WIDE, 10.00 FEET ON BOTH SIDES OF THE FOLLOWING DESCRIBED CENTERLINE:
COMMENCING AT FOUND 5/8" REBAR AT AN ANGLE POINT OF THE EASTERLY RIGHT OF WAY INTERSTATE 5, FROM WHICH A FOUND 5/8" REBAR AT AN ANGLE POINT OF THE EASTERLY RIGHT OF WAY OF INTERSTATE 5 BEARS SOUTH 09°23'08" EAST, 1412.86 FEET; THENCE FROM SAID REBAR SOUTH 47°57'06" EAST, 131.93 FEET TO A FOUND 5/8" REBAR; THENCE NORTH 31°01'18" EAST, 12.13 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 81°43'19" WEST, 47.17 FEET; THENCE SOUTH 12°43'19" WEST, 55.00 FEET; THENCE SOUTH 03°16'41" EAST, 115.00 FEET; THENCE SOUTH 09°23'08" EAST, 183.50 FEET; THENCE SOUTH 23°16'41" EAST, 46.69 FEET; THENCE SOUTH 40°16'41" EAST, 60.00 FEET; THENCE SOUTH 47°16'41" EAST, 440.00 FEET; THENCE SOUTH 19°46'41" EAST, 87.00 FEET; THENCE SOUTH 36°46'41" EAST, 180.00 FEET; THENCE SOUTH 32°51'26" EAST, 82.23 FEET; THENCE SOUTH 26°57'03" EAST, 79.18 FEET MORE OR LESS TO A POINT ON THE WESTERLY RIGHT OF WAY OF FRANKLIN BOULEVARD AND THE POINT OF TERMINUS.

This instrument is being filed as an accomodation only. It has not been examined as to it's execution, insurability or affect on title.

Lane County Clerk
Lane County Deeds & Records

2017-028334

06/14/2017 10:41:27 AM

RPR-LEAS Cnt=1 Stn=0 CASHIER 11 6pages
$20.00 $11.00 $10.00 $21.00 $30.00

$92.00

AFTER RECORDING, RETURN TO:
American Tower
Attn: Legal Department
116 Huntington Avenue, 11th Floor
Boston, MA 02116

MEMORANDUM OF LEASE

This MEMORANDUM OF LEASE is made as of the 18th day of May, 2017, by and between the City of Eugene, Oregon, acting by and through the Eugene Water and Electric Board ("Lessor") and Verizon Wireless (VAW) LLC, d/b/a Verizon Wireless ("Lessee").

Pursuant to the parties' Agreement dated May 3, 2017 (the "Lease"), Lessor leases to Lessee a portion of the property in Lane County, Oregon ("Property"), more particularly described in the attached Exhibit A.

The Premises are leased, subject to the terms and conditions of the Lease, for a term commencing on May 25th, 2017 and expiring on April 30, 2020, subject to: (a) Lessee's right to extend such term for one (1) additional five-year term, and thereafter (b) Lessee's right to extend for additional one-year terms, subject to Lessor's termination rights.

This Memorandum of Lease may be executed in one or more identical counterparts, and if so executed, each counterpart shall be deemed an original for all purposes, and all such counterparts shall collectively constitute one agreement. For convenience, the signature pages of each counterpart may be removed from that counterpart and attached to a single agreement. In the event of conflict between the terms of this Memorandum and the terms of the Lease, the terms of the Lease shall prevail.

Lessee hereby terminates the Memoranda of Leases recorded as Reception Nos. 1995-029025 (recorded on May 24, 1995), Lane County Official Records, and 2016-053760 (recorded on October 28, 2016), Lane County Deeds and Records, which leases referenced therein terminated upon transfer of the Property to Lessor, provided, however that such termination shall not operate to terminate the Memorandum of Sublease, recorded as Reception No. 2000-032924 (recorded on June 9, 2000), Lane County Deeds and Records.

[Signatures on following page]

IN WITNESS WHEREOF, the parties have executed this Memorandum of Lease the day and year first above written.

LESSOR:

CITY OF EUGENE OREGON, acting by and through the EUGENE WATER AND ELECTRIC BOARD

By: _____

Name: Kari Morgenstern

Title: Property Mngt Supervisor

STATE OF OREGON)
)ss:
COUNTY OF LANE)

This instrument was acknowledged before me this 18 day of May, 2017, by Mora Denise Wolting as the Notary of the Eugene Water and Electric Board.

Mora Denise Wolting

Notary public, State of Oregon
My commission expires 10/6/17

OFFICIAL STAMP
MORA DENISE WOLTING
NOTARY PUBLIC-OREGON
COMMISSION NO. 920884
MY COMMISSION EXPIRES OCTOBER 06, 2017

LESSEE:

VERIZON WIRELESS (VAW) LLC, d/b/a VERIZON WIRELESS

By: _____
Name: Jim R. Creel, Jr.
Title: Director - Network Field Engineering

STATE OF Washington)
)ss:
COUNTY OF King)

This instrument was acknowledged before me this 15 day of May, 2017, by Jim R Creel, Jr., as the Director of Verizon Wireless (VAW) LLC, d/b/a Verizon Wireless.

Notary Public
State of Washington
JANNETTE L CLARK
My Appointment Expires Aug 29, 2018

_____
Notary public, State of Washington
My commission expires 8/29/2018

PARCEL 1:

That part of the Daniel McVay Donation Land Claim No. 63, Township 18 South, Range 3 West of the Willamette Meridian, described as: Beginning at a point on the Easterly line of the right of way for Primary State Highway No. 1, said point being North 2471.5 feet and West 824.1 feet from the Southeast corner of Section 3, Township 18, South, Range 3 West of the Willamette Meridian; thence along a curve to the right of 1542.5 feet radius a distance of 274.8 feet (the long chord of which curve bears South 22° 28' East, 274.2 feet); thence on a spiral curve to the right a distance of 197.3 feet (the long chord of which curve bears South 14° 14' East a distance of 196.9 feet); thence South 47° 57' East, 153.9 feet; thence North 42° 03' East, 291.0 feet; thence North 6° 21' West, 313.0 feet to the Westerly line of the Southern Pacific Railroad's right of way; thence following the Westerly line of said railway right of way bearing Northwesterly a distance of 857 feet, more or less to a point North of the point of beginning; thence South 734 feet to the point of beginning, in Lane County, Oregon.

EXCEPT that certain tract conveyed to the State of Oregon by deed recorded July 8, 1955, Reception No. 60622, Lane County Oregon Deed Records, in Lane County, Oregon.

ALSO EXCEPT that certain tract conveyed to the State of Oregon by deed recorded November 23, 1960, Reception No. 16196, Lane County Oregon Deed Records, in Lane County, Oregon.

PARCEL 2:

Beginning at a point on the East line of the right of way of the Eugene to Goshen Highway opposite and 110 feet distant from the Highway Station 282.00 as described in that certain deed from C. A. Huntington, et ux, to the State of Oregon, recorded in Book 249, Page 356, Lane County Oregon Deed Records, said point also being 539.2 feet North 444.2 feet West of the Southeast corner of Section 3, Township 18 South, Range 3 West of the Willamette Meridian; and running thence Northerly along the Easterly line of said proposed highway to the beginning point of the third course of the description of the property conveyed to Elmer E. Stewart, et ux, to David Travis by deed recorded in Book 325, Page 507, Lane County Oregon Deed Records; thence following the Southerly and Easterly line of said Travis property South 47° 57' East, 153.9 feet, North 42° 03' East, 291.0 feet and North 6° 21' West, 313.0 feet to the Westerly line of the Southern Pacific Railroad right of way; thence Southeasterly along the West of said right of way to the intersection of the centerline of the County Road leading from Springfield Junction to Goshen (now known as U.S. Highway 99); thence following the centerline of said road in a Southerly direction to the Northeast corner of the property conveyed by Elmer E. Stewart, et ux, to J. F. Twohey by deed recorded in Book 315, Page 496, Lane County Oregon Deed Records; and thence following the Northerly line of said Twohey property North 35° 37' West 69 feet and North 69° 53' West 347.2 feet to the place of beginning, in Lane County, Oregon.

EXCEPTING THEREFROM those portion conveyed to the State of Oregon, by and through its State Highway Commission, by those Warranty Deeds recorded September 14, 1953, Reception No. 12501, recorded November 23, 1960, Reception No. 16196, and recorded December 16, 1965, Reception No. 29995, Lane County Oregon Deed Records, in Lane County, Oregon.

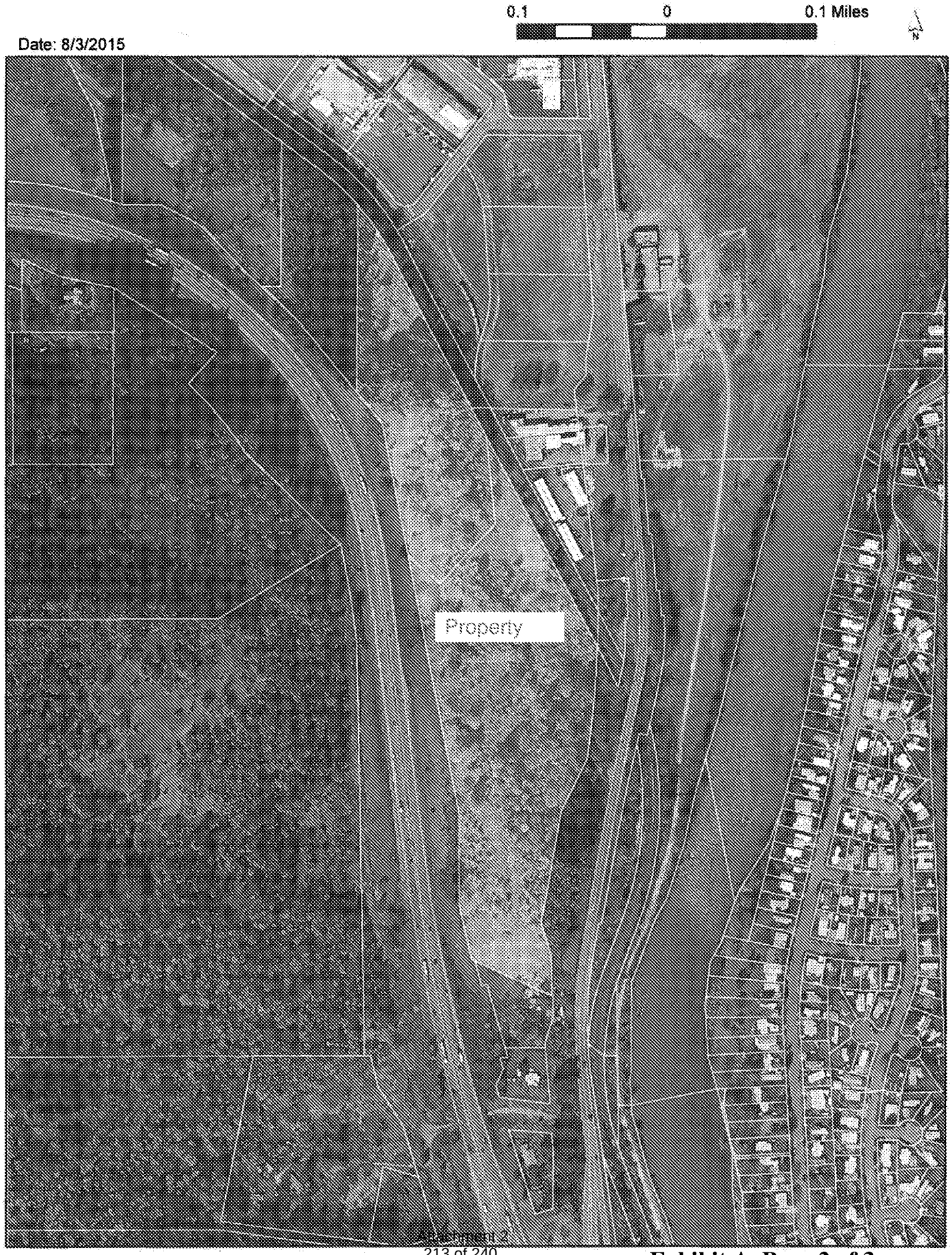
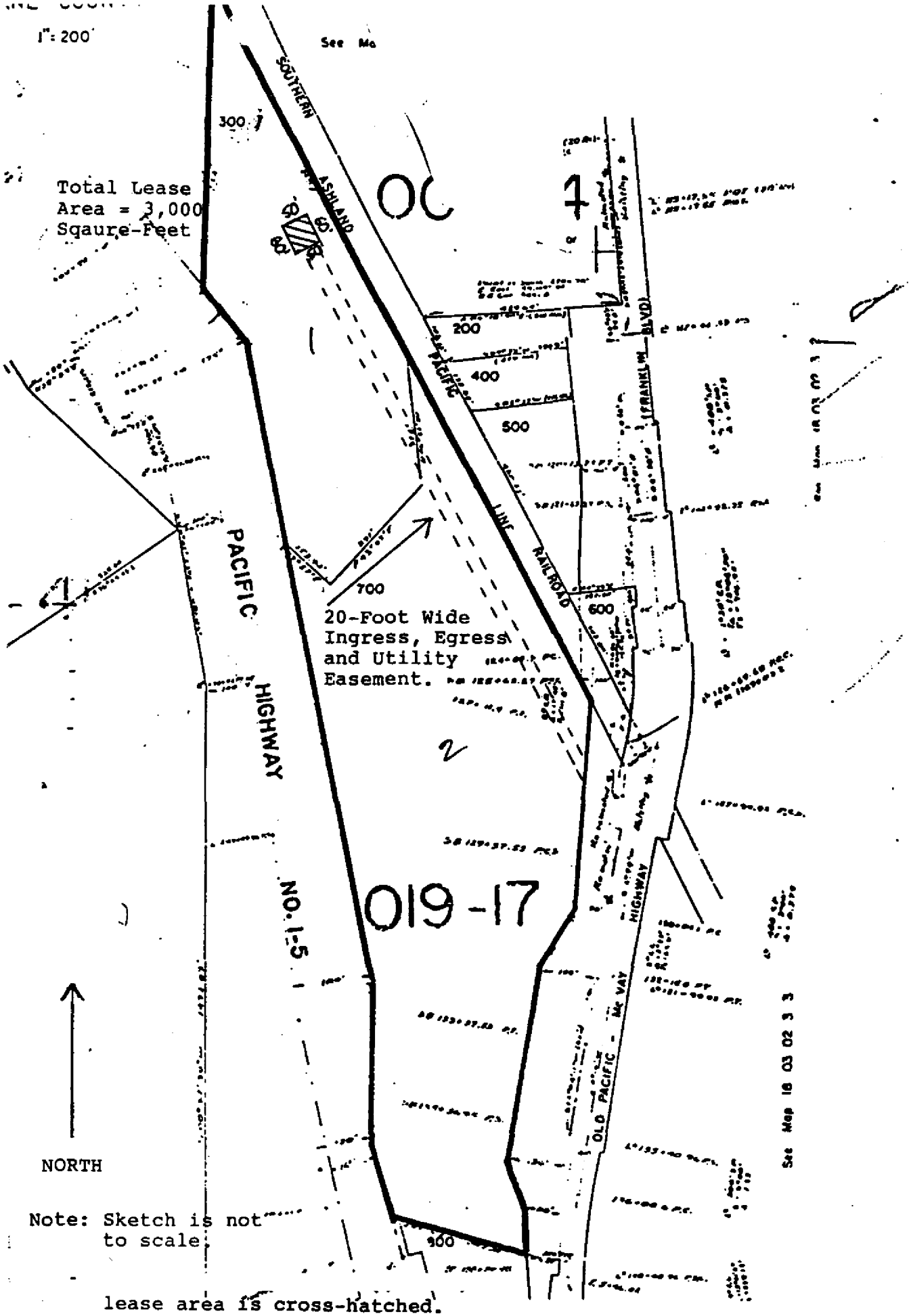


Exhibit A, Page 2 of 3


1" = 200'
See Ma
SOUTHERN PACIFIC
ASHLAND
300
Total Lease
Area = 3,000
Sqaure-Feet
200
400
500
600
700
800
PACIFIC
HIGHWAY
NO. I-5
20-Foot Wide
Ingress, Egress
and Utility
Easement.
019-17
NORTH
Note: Sketch is not
to scale.
lease area is cross-hatched.

(3)

AFTER RECORDING RETURN TO:
CASCADE TITLE COMPANY
811 WILLAMETTE ST., EUGENE, OR 97401
CT0321135/EU20-2174JJ

Lane County Clerk
Lane County Deeds and Records

2021-059416

$132.00

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RPR-ESMT Cnt=1 Pgs=6 Stn=1 CASHIER 05
$30.00 $20.00 $10.00 $11.00 $61.00

After Recording, Please Return To:

Springfield Utility Board
P.O. Box 300
Springfield, OR 97477

TRANSMISSION LINE EASEMENT AGREEMENT (TAX LOT 300)

This Transmission Line Easement Agreement (this "Agreement") dated effective this 10th day of September, 2021 (the "Effective Date"), is by and between CITY OF EUGENE, LANE COUNTY, OREGON, by and through the EUGENE WATER & ELECTRIC BOARD, a municipal corporation ("Grantor" and "EWEB") and THE CITY OF SPRINGFIELD ACTING BY AND THROUGH THE SPRINGFIELD UTILITY BOARD, a municipal corporation ("Grantee" and "SUB").

For valuable consideration hereby acknowledged, EWEB and SUB agree as follows:

1. Grant of Easement. EWEB hereby grants, bargains, sells and conveys to SUB a perpetual easement in gross (the "Easement") over, under, and across that portion of EWEB's property legally described in Exhibit A attached hereto (the "Easement Area") and depicted in Exhibit B attached hereto, for the use described in Section 2 below and on the terms and conditions of this Agreement. SUB's access to the Easement Area shall be governed by a Transmission Line Access Easement Agreement, executed simultaneously with this Agreement, and the access easement described therein shall be appurtenant to and benefit the Easement. The Easement Area and Easement will be contiguous with the Easement and Easement Area, as those terms are defined in the Declaration of Transmission Easement Agreement dated September 10, 2021, and recorded as Recording No. 2021-059414, in the deed records of Lane County, Oregon, and the BPA Transmission Line easement recorded in Book 454 Pages 644-645, in the deed records of Lane County, Oregon.

2. Permitted Use. SUB shall have the right to use the Easement Area for placing, constructing, operating, repairing, reconstructing, maintaining, relocating, using, and removing its Facilities. As used herein, "Facilities" shall mean electric transmission and distribution facilities, fiber telecommunication lines and their associated equipment, including, but not limited to, poles, guy wires, vaults, conduit, transformers, power lines, towers, terminals and boxes. Any and all Facilities or replacement thereof installed in or upon the Easement Area by SUB shall remain the sole property of SUB and may be removed at any time at the discretion of SUB.

3. Reserved Use. EWEB reserves the right to use the Easement Area for any other use, including granting other easement rights, so long as such use does not impair SUB's rights hereunder, subject to the Shared Use Agreement. Except as provided in the Shared Use Agreement, EWEB agrees that it will not construct any buildings or other permanent structures other than asphalt pavement, curbs, sidewalks and driveway aprons in the Easement Area without SUB's prior consent. Each party shall comply with all applicable local, state and federal laws and regulations relative to its activities in and use of the Easement Area. In the event that EWEB grants other

rights in the Easement Area, such grantee (a) shall not interfere with SUB's Facilities, (b) shall coordinate use of the Easement Area with SUB, (c) shall secure approval from SUB of the design of any of grantee's facilities in the Easement Area, (d) shall indemnify SUB from any liability in connection with use of the Easement Area, and (e) shall reimburse SUB for any cost incurred by SUB in connection with damage to or service interruptions suffered by SUB caused by such grantee.

4. Maintenance. EWEB shall be responsible for maintaining the Easement Area for its own use and shall not be liable to SUB in connection therewith, except that neither party shall change the topography of the Easement Area without the consent of the other party. SUB shall be responsible for maintaining the Easement Area for its own use and shall maintain and keep the Facilities in good condition and repair. SUB shall have the right to trim and remove trees and shrubbery and perform other vegetation management as needed for installation and maintenance of its Facilities and in conformance with City of Springfield Tree Felling Permit 811-19-000102, or subsequent modifications thereto. SUB will remove or chip and spread all brush, slash and wood generated from this activity. SUB and EWEB shall coordinate with the other relative to installation, maintenance, operation and access to their respective facilities located in the Shared Use Area as provided in the Shared Use Agreement.

5. Indemnity. SUB shall indemnify, defend and hold EWEB harmless from and against any third party claims incurred in connection with the use of the Easement Area by SUB or SUB's employees, contractors, invitees or other related parties. In the event that either party damages the facilities of the other party in the Easement Area, such party responsible for the damage shall reimburse the other party for its costs to repair its facilities.

6. Binding Effect. This Agreement is binding on and will inure to the benefit of the owner of the Easement Area, the parties to this Agreement, and the successors and/or assigns thereof. SUB shall have the right to assign its rights under this Agreement in connection with a transfer of its Facilities to a third party, but shall not otherwise have the right to assign or grant to any third party rights relative to this Agreement, the Easement or the Easement Area.

7. Remedies. TIME IS OF THE ESSENCE REGARDING THIS AGREEMENT. In the event of failure by either party to perform its obligation under this Agreement, following thirty (30) days' written notice of default, the non-defaulting party shall have the right to pursue any and all remedies available at law or in equity.

8. Amendment/Termination. This Agreement may only be amended or terminated by a written instrument signed by all parties.

9. Attorney's Fees. In the event action is instituted to enforce any term of this Agreement, the prevailing party shall recover from the non-prevailing party reasonable attorney's fees incurred in such action as set by the trial court and, in the event of appeal, as set by the appellate courts.

10. Applicable Law. This Agreement shall be construed, applied, and enforced in accordance with the laws of the State of Oregon.

11. Acceptance by Grantee. SUB, as grantee hereunder, hereby approves and accepts the foregoing conveyance of easement.

12. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute but the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written

GRANTOR/EWEB:

CITY OF EUGENE, LANE COUNTY, OREGON,
by and through the EUGENE WATER & ELECTRIC BOARD,
a municipal corporation

By: _____
Frank Lawson, General Manager

STATE OF OREGON)
:ss
COUNTY OF LANE)

On this 10th day of September, 2021 personally appeared Frank Lawson as General Manager of CITY OF EUGENE, LANE COUNTY, OREGON, by and through the EUGENE WATER & ELECTRIC BOARD, a municipal corporation, who acknowledged before me that he signed the foregoing instrument on behalf of thereof and acknowledged to me that the said municipal corporation executed the same.

WITNESS my hand and official seal.

OFFICIAL STAMP
JULIE ANN JOHNSON
NOTARY PUBLIC - OREGON
COMMISSION NO. 998173
MY COMMISSION EXPIRES MARCH 18, 2024

_____
NOTARY PUBLIC FOR OREGON
Commission expires: 3/18/2024

[See attached for Grantee/SUB Signature Page.]

GRANTEE/SUB:

THE CITY OF SPRINGFIELD ACTING BY AND THROUGH
THE SPRINGFIELD UTILITY BOARD,
a municipal corporation

By: _____
Jeff Nelson, General Manager

STATE OF OREGON)
:ss
COUNTY OF LANE)

On this 10th day of September, 2021 personally appeared Jeff Nelson as General Manager of THE CITY OF SPRINGFIELD ACTING BY AND THROUGH THE SPRINGFIELD UTILITY BOARD, a municipal corporation, who acknowledged before me that he/~~she~~ signed the foregoing instrument on behalf of thereof and acknowledged to me that the said municipal corporation executed the same.

WITNESS my hand and official seal.

OFFICIAL STAMP
JULIE ANN JOHNSON
NOTARY PUBLIC - OREGON
COMMISSION NO. 998173
MY COMMISSION EXPIRES MARCH 18, 2024

_____
NOTARY PUBLIC FOR OREGON
Commission expires: 3/18/2024

EXHIBIT A
LEGAL DESCRIPTION OF EASEMENT AREA

An area of land in the East one-half of Section 3, Township 18 South, Range 3 West of the Willamette Meridian being more particularly described as follows:

All of Parcel 1 as conveyed in that certain Stipulated General Judgement as recorded as instrument number 2017-028337 in the Lane County Oregon Official Records and shown on CSF 44278 as filed in the Lane County Oregon Surveyors Office bounded on the north by the following Described Line, on the east by that certain electric transmission easement line to the UNITED STATES OF AMERICA (a.k.a. BPA Easement), and on the south by the northeasterly right-of-way of the I-5 Freeway.

DESCRIBED LINE:
Beginning at a mag nail with washer stamped "Branch Eng" as shown on County Survey File number 44759 in the Lane County Oregon Surveyors Office marking the Northeast corner of Parcel 2, Land Partition Plat 93-P0340 recorded April 23, 1993 in the Lane County Oregon Plat Records; Thence South 26°49'02" East along the East boundary of said parcel, a distance of 349.80 feet; Thence South 12°53'33" East 159.20 feet; Thence leaving the east boundary of said Parcel 2, North 89°44'48" East 140.35 feet; Thence South 53°54'32" East 942.16, feet more or less, to the West boundary of those parcels as conveyed in the above described Stipulated General Judgement and the **True Point of Beginning of the Described Line herein;** Thence continuing South 53°54'32" East 64.62 feet; Thence South 24°40'54" East 313.43 feet, more or less, to intersect with the existing electric transmission easement line to the UNITED STATES OF AMERICA Records (a.k.a. BPA Easement) recorded in book 454 pages 644-646 in the Lane County Oregon Official Records and there ending, all in Lane County Oregon. The south end of the Described Line herein to be shortened or lengthened to terminate on the existing transmission line easement running in a generally East-West direction at this location.

This described area is depicted on Exhibit B attached hereto.

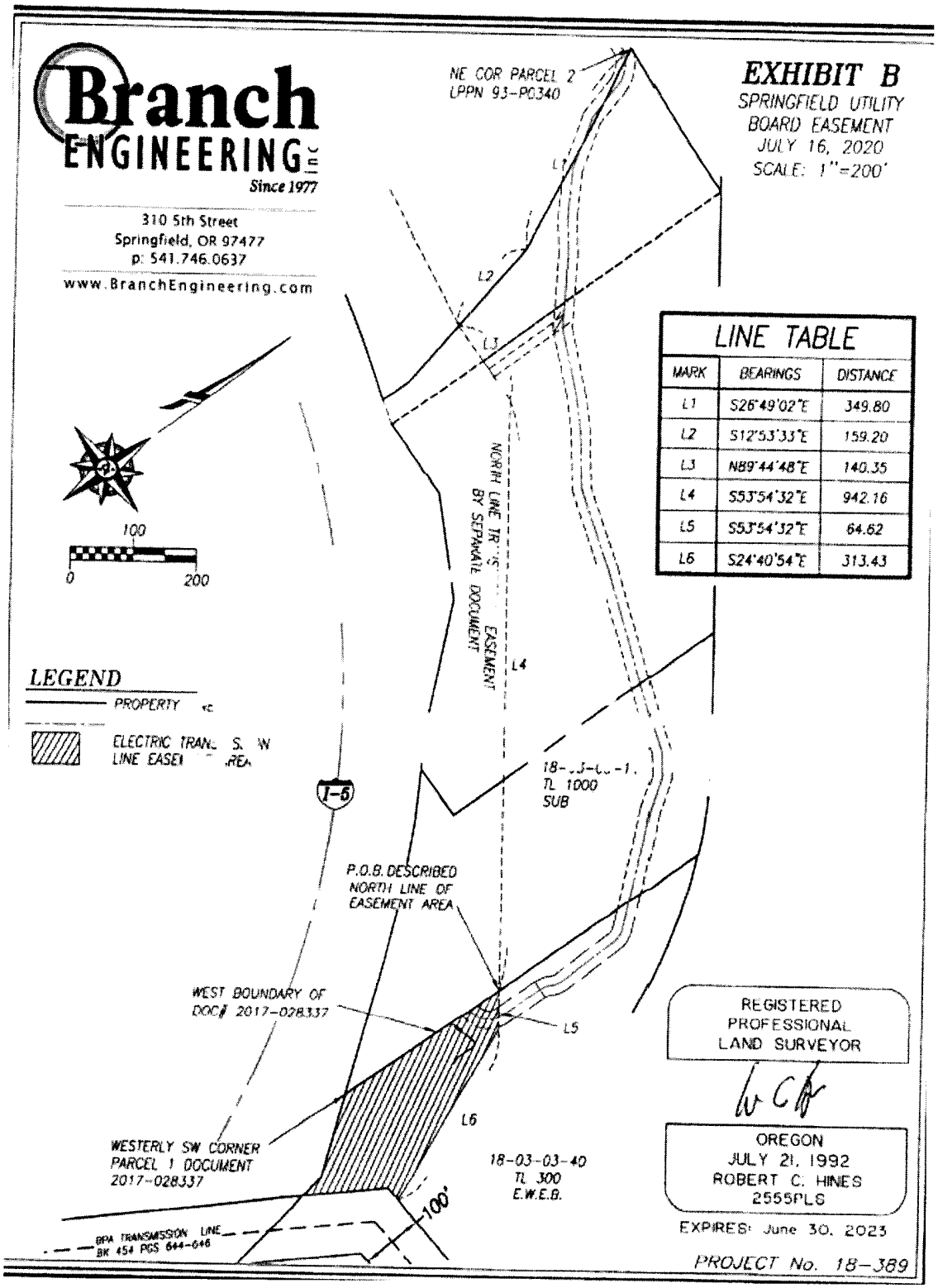
The bearings herein are based on the Oregon Coordinate Reference System – Eugene Projection 2011 (epoch 2010).

REGISTERED
PROFESSIONAL
LAND SURVEYOR

OREGON
JULY 21, 1992
ROBERT C. HINES
2555PLS

RENEWAL DATE: 06/30/23

EXHIBIT B
DEPICTION OF EASEMENT AREA



(4)

AFTER RECORDING RETURN TO:
CASCADE TITLE COMPANY
811 WILLAMETTE ST., EUGENE, OR 97401
CT0321135/EU20-2174 JJ

After Recording, Please Return To:

Springfield Utility Board
P.O. Box 300
Springfield, OR 97477

Lane County Clerk
Lane County Deeds and Records **2021-059417**

01975775202100594170060060

$132.00

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RPR-ESMT Cnt=1 Pgs=6 Stn=1 CASHIER 05
$30.00 $20.00 $10.00 $11.00 $61.00

TRANSMISSION LINE ACCESS EASEMENT AGREEMENT (TAX LOT 300)

This Transmission Line Access Easement Agreement (this "Agreement") dated effective this 10th day of September, 2021 (the "Effective Date"), is by and between CITY OF EUGENE, LANE COUNTY, OREGON, by and through the EUGENE WATER & ELECTRIC BOARD, a municipal corporation ("Grantor" and "EWEB") and THE CITY OF SPRINGFIELD ACTING BY AND THROUGH THE SPRINGFIELD UTILITY BOARD, a municipal corporation ("Grantee" and "SUB").

For valuable consideration hereby acknowledged, EWEB and SUB agree as follows:

1. Grant of Easement. EWEB hereby grants, bargains, sells and conveys to SUB a perpetual non-exclusive easement (the "Easement") over and across that portion of EWEB's property legally described in Exhibit A attached hereto (the "Easement Area") and depicted in Exhibit B attached hereto, for the use described in Section 2 below and on the terms and conditions of this Agreement. The Easement Area and Easement will be contiguous with the Easement and Easement Area, as those terms are defined in the Declaration of Transmission Easement Agreement dated September 10, 2021, and recorded as Recording No. 2021-059414 in the deed records of Lane County, Oregon, and Declaration of Access Easement Agreement dated September 10, 2021, and recorded as Recording No. 2021-059415 in the deed records of Lane County, Oregon.

2. Permitted Use. SUB shall have the right to use the Easement Area for access to the transmission line easement (the "Transmission Line Easement") described in the Transmission Line Easement Agreement of even date herewith executed by EWEB and SUB. SUB may construct, install and maintain an access road over the Easement Area as necessary for passage of vehicles and equipment. Grantee is further granted the right to use Easement Area for the purpose of placing, constructing, operating, repairing, reconstructing, maintaining and relocating distribution, fiber and telecommunication lines and associated equipment subject to the terms and conditions of Shared Use Agreement between SUB and EWEB of even date herewith.

3. Reserved Use. EWEB reserves the right to use the Easement Area for any other use, including granting other easement rights, so long as such use does not impair SUB's rights hereunder. Except as provided in the Shared Use Agreement, EWEB agrees that it will not construct any buildings or other permanent structures other than asphalt pavement, curbs, sidewalks and driveway aprons in the Easement Area without SUB's prior consent. Each party shall comply with all applicable local, state and federal laws and regulations relative to its activities in and use of the Easement Area.

4. Maintenance. EWEB shall be responsible for maintaining the Easement Area for its own use and shall not be liable to SUB in connection therewith, except that neither party shall change the topography of the Easement Area without the consent of the other party. SUB shall be responsible for maintaining the Easement Area for its own use. SUB shall have the right to trim and remove trees and shrubbery and perform other vegetation management as needed for installation and maintenance of its Facilities and in conformance with City of Springfield Tree Felling Permit 811-19-000102, or subsequent modifications thereto. SUB will remove or chip and spread all brush, slash and wood generated from this activity. SUB and EWEB shall coordinate with the other relative to installation, maintenance, operation and access to their respective facilities located in the Shared Use Areas as provided in the Shared Use Agreement.

5. Indemnity. SUB shall indemnify, defend and hold EWEB harmless from and against any third party claims incurred in connection with the use of the Easement Area by SUB or SUB's employees, contractors, invitees or other related parties. In the event that either party damages the facilities of the other party in the Easement Area, such party responsible for the damage shall reimburse the other party for its costs to repair its facilities.

6. Binding Effect. This Agreement is binding on and will inure to the benefit of the owner of the Easement Area, the parties to this Agreement, and the successors and/or assigns thereof. The Easement shall be appurtenant to and benefit the Transmission Line Easement, but SUB shall not otherwise have the right to assign or grant to any third party rights relative to this Agreement, the Easement or the Easement Area.

7. Remedies. TIME IS OF THE ESSENCE REGARDING THIS AGREEMENT. In the event of failure by either party to perform its obligation under this Agreement, following thirty (30) days' written notice of default, the non-defaulting party shall have the right to pursue any and all remedies available at law or in equity.

8. Amendment/Termination. This Agreement may only be amended or terminated by a written instrument signed by all parties.

9. Attorney's Fees. In the event action is instituted to enforce any term of this Agreement, the prevailing party shall recover from the non-prevailing party reasonable attorney's fees incurred in such action as set by the trial court and, in the event of appeal, as set by the appellate courts.

10. Applicable Law. This Agreement shall be construed, applied, and enforced in accordance with the laws of the State of Oregon.

11. Acceptance by Grantee. SUB, as grantee hereunder, hereby approves and accepts the foregoing conveyance of easement.

12. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute but the same instrument.

///

///

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written

GRANTOR/EWEB:

CITY OF EUGENE, LANE COUNTY, OREGON,
by and through the EUGENE WATER & ELECTRIC BOARD,
a municipal corporation

By: _____
Frank Lawson, General Manager

STATE OF OREGON)
:ss
COUNTY OF LANE)

On this 10th day of September, 2021 personally appeared Frank Lawson as General Manager of CITY OF EUGENE, LANE COUNTY, OREGON, by and through the EUGENE WATER & ELECTRIC BOARD, a municipal corporation, who acknowledged before me that he signed the foregoing instrument on behalf of thereof and acknowledged to me that the said municipal corporation executed the same.

WITNESS my hand and official seal.

OFFICIAL STAMP
JULIE ANN JOHNSON
NOTARY PUBLIC - OREGON
COMMISSION NO. 998173
MY COMMISSION EXPIRES MARCH 18, 2024

_____
NOTARY PUBLIC FOR OREGON
Commission expires: 3/18/2024

[See attached for Grantee/SUB Signature Page.]

GRANTEE/SUB:

THE CITY OF SPRINGFIELD ACTING BY AND THROUGH
THE SPRINGFIELD UTILITY BOARD,
a municipal corporation

By: _____
Jeff Nelson, General Manager

STATE OF OREGON)
:ss
COUNTY OF LANE)

On this 10th day of September, 2021 personally appeared Jeff Nelson as General Manager of THE CITY OF SPRINGFIELD ACTING BY AND THROUGH THE SPRINGFIELD UTILITY BOARD, a municipal corporation, who acknowledged before me that he/~~she~~ signed the foregoing instrument on behalf of thereof and acknowledged to me that the said municipal corporation executed the same.

WITNESS my hand and official seal.

OFFICIAL STAMP
JULIE ANN JOHNSON
NOTARY PUBLIC - OREGON
COMMISSION NO. 998173
MY COMMISSION EXPIRES MARCH 18, 2024

_____
NOTARY PUBLIC FOR OREGON
Commission expires: 3/18/2024

EXHIBIT A
LEGAL DESCRIPTION OF EASEMENT AREA

All those parcels of land as conveyed in that certain Stipulated General Judgement as recorded as instrument number 2017-028337 in the Lane County Oregon Official Records contained within a strip of land 30.0 feet in width, 15.0 feet on each side of the following described centerline. Said parcels shown on County Survey File number 44278 filed in the Lane County Oregon Surveyors Office.

Beginning at a 5/8" iron rod with yellow plastic cap stamped "Dahrens LS 60052" marking the Westerly Southwest corner of Parcel 1 of said judgement and shown on the survey mentioned above; thence North 00°24'00" East along the west boundary of said Parcel 1, 544.18 feet to the **True Point of Beginning**; Thence leaving said west boundary, South 41°39'55" East 46.02 feet to the beginning of a 35 foot radius curve to the right (the long chord of which bears South 21°50'20" East 23.74 feet) a distance of 24.22 feet; thence South 2°10'26" East 102.49 feet; Thence along a 35.00 foot radius curve to the right (the long chord of which bears South 13°41'00" West 19.13 feet) a distance of 19.37 feet; Thence along a 35 foot radius reverse curve left (the long chord of which bears South 14°46'13" West 17.85 feet) a distance of 18.05 feet; thence South 00°00'00" West 74.50 feet; Thence along a 35 foot radius curve to the right (the long chord of which bears South 46°06'50" West 50.45 feet) a distance of 56.34 feet to the west boundary of Parcel 1 and there ending, all in Lane County, Oregon.

The sidelines of said strip to be lengthened to terminate on the west boundary of said Parcel 1. The intent herein is that this strip aligns and connects to a matching road easement to the west.

This described area is depicted on Exhibit B attached hereto.

The bearings herein are based on the Oregon Coordinate Reference System – Eugene Projection 2011 (epoch 2010).

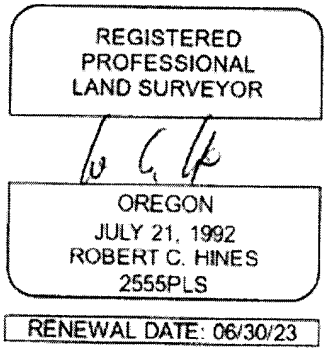
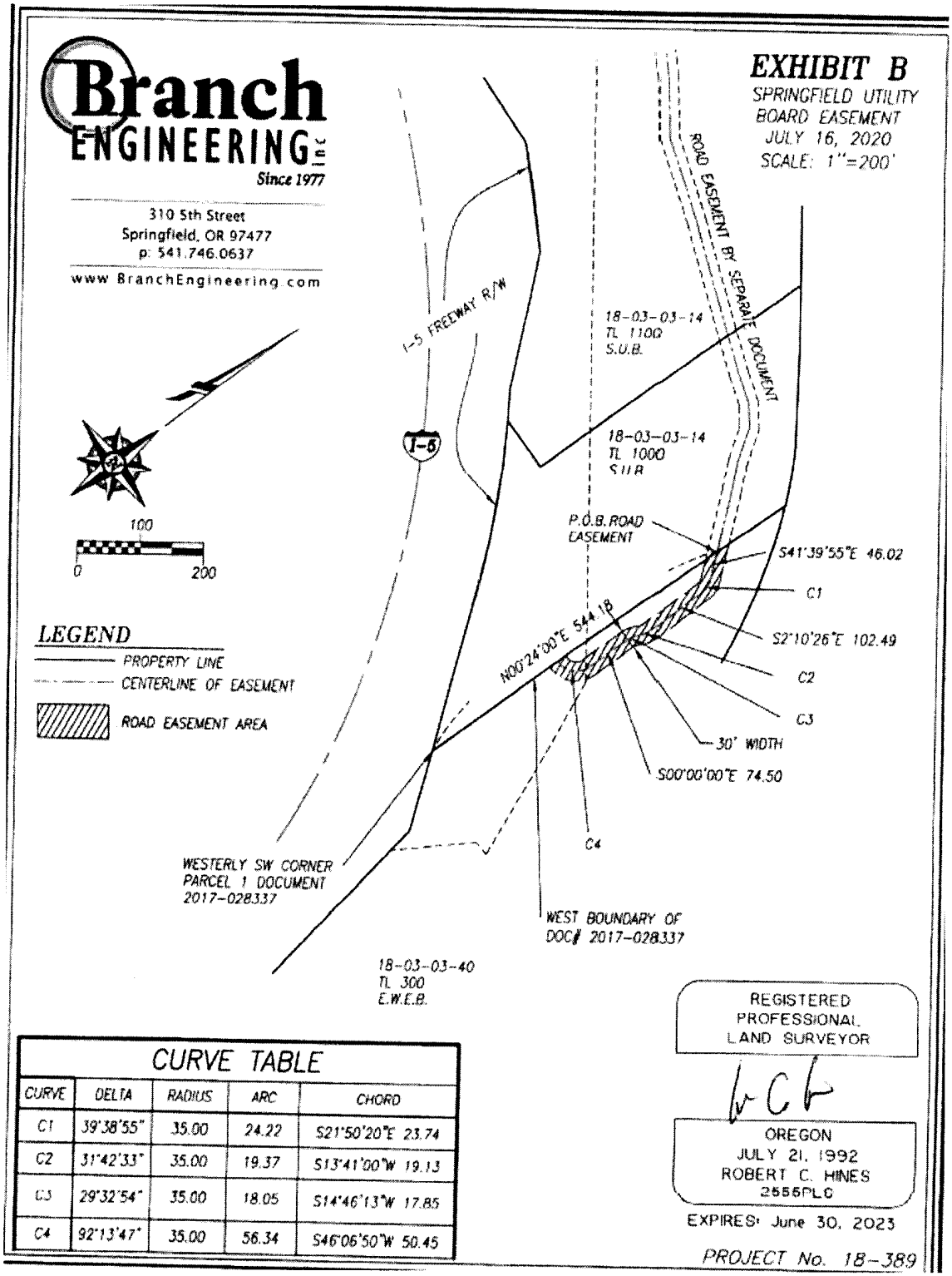


EXHIBIT B
DEPICTION OF EASEMENT AREA



CURVE TABLE

CURVE	DELTA	RADIUS	ARC	CHORD
C1	39°38'55"	35.00	24.22	S21°50'20"E 23.74
C2	31°42'33"	35.00	19.37	S13°41'00"W 19.13
C3	29°32'54"	35.00	18.05	S14°46'13"W 17.85
C4	92°13'47"	35.00	56.34	S46°06'50"W 50.45

(9)

AFTER RECORDING RETURN TO:
CASCADE TITLE COMPANY
811 WILLAMETTE ST., EUGENE, OR 97401
CT0321135/EU20-2174JJ

After Recording, Please Return To:

Eugene Water & Electric Board
P.O. Box 10148
Eugene, OR 97401

Lane County Clerk
Lane County Deeds and Records **2021-059422**

01975780202100594220100109

$152.00

09/13/2021 02:47:25 PM

RPR-ESMT Cnt=1 Pgs=10 Stn=1 CASHIER 05
$50.00 $20.00 $10.00 $11.00 $61.00

ACCESS EASEMENT AGREEMENT

This Access Easement Agreement (this "Agreement") dated effective this 10th day of September, 2021 (the "Effective Date"), is by and between THE CITY OF SPRINGFIELD ACTING BY AND THROUGH THE SPRINGFIELD UTILITY BOARD, a municipal corporation ("Grantor" and "SUB"), and CITY OF EUGENE, LANE COUNTY, OREGON, by and through the EUGENE WATER & ELECTRIC BOARD ("Grantee" and "EWEB").

For valuable consideration hereby acknowledged, EWEB and SUB agree as follows:

1. Grant of Easement. SUB hereby grants, bargains, sells and conveys to EWEB a perpetual non-exclusive easement (the "Easement") over and across that portion of SUB's property legally described in Exhibit A attached hereto (the "Easement Area") and depicted in Exhibit B attached hereto, for the use described in Section 2 below and on the terms and conditions of this Agreement. The Easement shall be in gross to EWEB. The parties acknowledge that a portion of the Easement Area includes property owned by EWEB, known as Lane County Tax Assessor Tax Lot No. 18 03 03 40 00300 ("Tax Lot 300"), and in the event that Tax Lot 300 is conveyed to SUB, (a) the Easement shall become of full force and effect as to Tax Lot 300 upon such transfer, (b) SUB shall take its interest in Tax Lot 300 subject to the Easement, and (c) EWEB shall be granted all rights and obligations of EWEB as the holder of the Easement as provided hereunder as to Tax Lot 300.

2. Permitted Use. EWEB shall have the right to use the Easement Area, including to construct, install, and maintain an access road, for access of vehicles and equipment to and from Tax Lot 700 and for tax lot 1000 and/or 1100 if acquired by EWEB, and for access to facilities on such properties, now or hereinafter acquired by EWEB.

3. Reserved Use. SUB reserves the right to use the Easement Area for access and for any other use, including granting other easement rights, so long as such use does not impair EWEB's rights hereunder.

4. Maintenance. EWEB shall be responsible for maintaining the Easement Area for its own use and shall not be liable to SUB in connection therewith, except that neither party shall change the topography of the Easement Area without the consent of the other party.

5. Indemnity. EWEB shall indemnify, defend and hold SUB harmless from and against any third party claims incurred in connection with the use of the Easement Area by EWEB or EWEB's employees, contractors, invitees or other related parties. In the event that either party damages the facilities of the other party in the Easement Area, such party responsible for the damage shall

reimburse the other party for its costs to repair its facilities.

6. Binding Effect. This Agreement is binding on and will inure to the benefit of the owner of the Easement Area, the parties to this Agreement, and the successors and/or assigns thereof, except that EWEB shall not have the right to assign the Easement to a third party.

7. Remedies. TIME IS OF THE ESSENCE REGARDING THIS AGREEMENT. In the event of failure by either party to perform its obligation under this Agreement, following thirty (30) days' written notice of default, the non-defaulting party shall have the right to pursue any and all remedies available at law or in equity.

8. Amendment/Termination. This Agreement may only be amended or terminated by a written instrument signed by all parties.

9. Attorney's Fees. In the event action is instituted to enforce any term of this Agreement, the prevailing party shall recover from the non-prevailing party reasonable attorney's fees incurred in such action as set by the trial court and, in the event of appeal, as set by the appellate courts.

10. Applicable Law. This Agreement shall be construed, applied, and enforced in accordance with the laws of the State of Oregon.

11. Acceptance by Grantee. EWEB, as grantee hereunder, hereby approves and accepts the foregoing conveyance of easement.

12. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute but the same instrument.

///

///

///

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written

GRANTOR/SUB:

THE CITY OF SPRINGFIELD ACTING BY AND THROUGH
THE SPRINGFIELD UTILITY BOARD,
a municipal corporation

By: _____
Jeff Nelson

STATE OF OREGON)
:ss
COUNTY OF LANE)

On this 10th day of September, 2020 personally appeared Jeff Nelson as General Manager of THE CITY OF SPRINGFIELD ACTING BY AND THROUGH THE SPRINGFIELD UTILITY BOARD, a municipal corporation, who acknowledged before me that he signed the foregoing instrument on behalf of thereof and acknowledged to me that the said municipal corporation executed the same.

WITNESS my hand and official seal.

OFFICIAL STAMP
JULIE ANN JOHNSON
NOTARY PUBLIC - OREGON
COMMISSION NO. 998173
MY COMMISSION EXPIRES MARCH 18, 2024

_____
NOTARY PUBLIC FOR OREGON
Commission expires: 3/18/2024

[See attached for Grantee/SUB Signature Page.]

GRANTEE/EWEB:

CITY OF EUGENE, LANE COUNTY, OREGON,
by and through the EUGENE WATER & ELECTRIC BOARD,
a municipal corporation

By: _____
Frank Lawson, General Manager

STATE OF OREGON)
:ss
COUNTY OF LANE)

On this 10th day of September, 2021 personally appeared Frank Lawson as General Manager of CITY OF EUGENE, LANE COUNTY, OREGON, by and through the EUGENE WATER & ELECTRIC BOARD, a municipal corporation, who acknowledged before me that he signed the foregoing instrument on behalf of thereof and acknowledged to me that the said municipal corporation executed the same.

WITNESS my hand and official seal.

OFFICIAL STAMP
JULIE ANN JOHNSON
NOTARY PUBLIC - OREGON
COMMISSION NO. 998173
MY COMMISSION EXPIRES MARCH 18, 2024

_____
NOTARY PUBLIC FOR OREGON
Commission expires: 3/18/2024

EXHIBIT A
LEGAL DESCRIPTION OF EASEMENT AREA

All that parcel of land listed as Parcel 1 in that certain deed recorded as instrument number 2015-014356 on April 9, 2015 in the Lane County Oregon Official Records, contained within the following described area:

Beginning at the Northwest corner of Parcel 2 of Land Partition Number 93-P0340; Thence North 89°03'00" East along the north line of said Parcel 2 a distance of 355.00 feet to the Northeast corner of said Parcel 2; Thence South 26°49'02" East along the east line of said Parcel 2, 245.81 feet; Thence leaving said east line along a 204.50 foot radius curve to the right (the long chord of which bears North 38°41'48" West 122.34 feet) a distance of 124.24 feet; Thence North 21°17'31" West 62.11 feet; Thence along a 78.46 foot radius curve to the left (the long chord of which bears North 56°06'41" West 89.60 feet) a distance of 95.36 feet; Thence South 89°04'14" West 302.67 feet; Thence North 00°19'08" West 4.38 feet; Thence North 89°03'52" East 10.35 feet; Thence North 00°19'08" West 10.86 feet to the point of beginning, all in Lane County Oregon.

The bearings herein are based on County Survey File Number 44759 by Dan Nelson in the Lane County Oregon Surveyors Office.

All those parcels of land as conveyed in that certain Stipulated General Judgement recorded as instrument number 2019-008928 in the Lane County Oregon Official Records within the Northeast one-quarter of Section 3, Township 18 South, Range 3 West of the Willamette Meridian and contained within the following areas more particularly described below:

EASEMENT STRIP 1: A strip of land 30.00 feet in width, 15.00 feet on each side of the following described 4 courses: Beginning at a point South 31°29'49" East 240.76 feet from a mag nail with brass washer marked "Branch Eng" set in County Survey File Number 43333 to mark the Northeast corner of Parcel 2 of Land Partition Number 93-P0340; said point being in the centerline of an existing road and **The True Point of Beginning of this centerline easement description**; 1) Thence South 51°45'56" East 208.83 feet; 2) Thence South 61°49'57" East 245.15 feet; 3) Thence South 70°44'23" East 322.04 feet; 4) Thence South 00°02'25" East parallel to and 15 feet west of the boundary between tax lots 1000 and 1100 as described in the above mentioned Stipulated General Judgment, 432.61 feet more or less to the Easterly right-of-way of the I-5 Freeway and there ending. The side lines of said strip to be shortened or lengthened to terminate on the freeway right-of-way existing access easement.

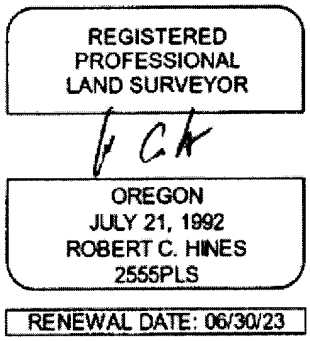
ALSO: a 25-foot-wide temporary construction easement adjacent and coincident with the north edge of said strip along courses 1-3 above, and along the west edge of course 4

EASEMENT AREA 1A: All that area between the following described line and the easterly right-of-way of the I-5 Freeway; **Described Line** - Beginning at the Southeast corner of tax lot 1100 as shown on County Survey File Number 43579 filed in the Lane County Oregon Surveyor's Office and described in the above Stipulated General Judgement, Thence South 40°41'56" East 274.30 feet; Thence South 48°08'25" East 120.49 feet more or less to a point on the East boundary of tax lot 1000 as described in said Stipulated General Judgment and there ending.

ALSO: a 25-foot-wide temporary construction easement adjacent and coincident with the north line of said area

ADDITIONAL EASEMENT AREA: Beginning at a point South 39°44'03" West 156.91 feet from the Northeast corner of Tax Lot 1100, said point being on the south boundary of the above-described Strip 1; Thence South 70°44'23" East 75.00 feet to an angle point in the southerly edge of said strip; Thence South 00°02'24" East 75.00 feet; Thence North 35°23'27" West 122.35 feet to the point of beginning, all in Lane County, Oregon.

The bearings herein are based on the Oregon Coordinate Reference System – Eugene Projection 2011 (epoch 2010).



All those parcels of land as described in that certain stipulated General Judgement as recorded as instrument number 2017-028337 in the Lane County Oregon Deed Records within the East one-half of Section 3, Township 18 South, Range 3 West of the Willamette Meridian and contained within the following areas more particularly described below:

EASEMENT AREA 3: All that area between the following described line and the easterly right-of-way of the I-5 Freeway; Beginning at point on the west boundary of Parcel 1 as described in the above mentioned Stipulated General Judgement, said point being North 00°24'00" East 108.00 feet from a 5/8" iron rod with yellow plastic cap marked "Dahrens LS 60052" marking the southwest corner of said Parcel as shown in County Survey File Number 44278 filed in the Lane County Oregon Surveyors Office and being **the True Point of Beginning of this Described Line**; Thence leaving said west boundary, South 39°31'13" East 131.17 feet; Thence South 57°31'20" East 120.48 feet; Thence South 11°10'01' East 97.49 feet; Thence South 23°15'10" West 137.41 feet; Thence South 11°06'27" East 276.73 feet; Thence South 42°09'09" East 146.23 feet to a point on the southeast line of that certain Parcel 1 described above and there ending, all in Lane County Oregon.

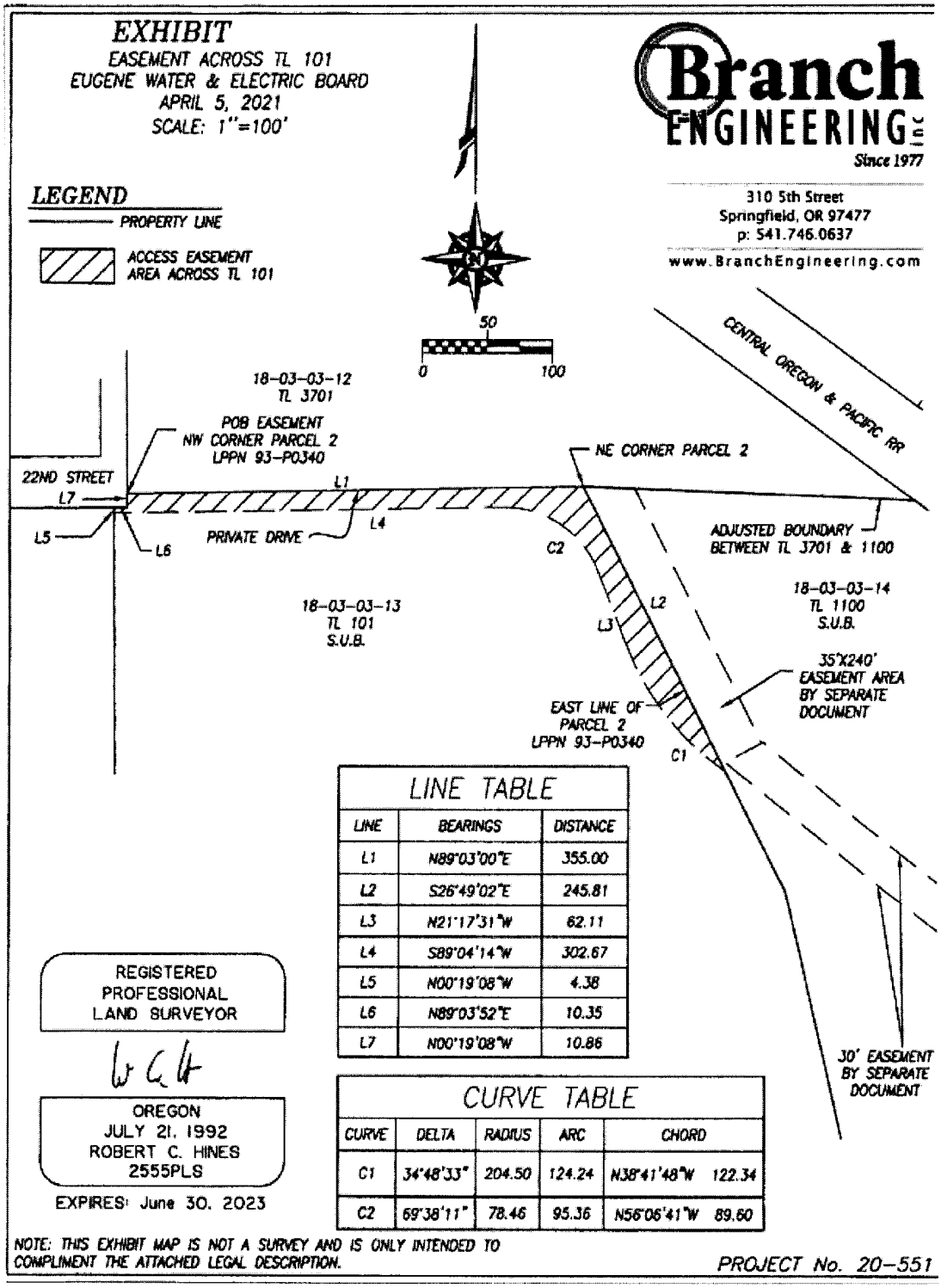
The bearings herein are based on the Oregon Coordinate Reference System – Eugene Projection 2011(epoch 2010).

All those parcels of land as conveyed in that certain Stipulated General Judgement recorded as instrument number 2019-008928 in the Lane County Oregon Official Records contained within the following described area:

Beginning at a mag nail with brass washer marked "Branch Eng" set in County Survey File 43333 by Daniel Nelson to mark the Northeast corner of Parcel 2 of Land Partition Number 93-P0340; thence South 87°34'27" East along the adjusted boundary line of tax lot 1100 per that certain Property Line Adjustment as shown on County Survey File Number 44759 filed in the Lane Country Oregon Surveyors Office, 40.08 feet to a point; thence leaving said line, South 26°49'02" East parallel to the East line of the above mentioned Parcel 2, 220.48 feet; thence South 63°10'58" West 35.00 feet to said east line; thence along said east line, North 26°49'02" West 240.00 feet to the point of beginning, all in Lane County Oregon.

The bearings herein are based on County Survey File Number 44759 by Dan Nelson in the Lane County Oregon Surveyors Office.

EXHIBIT B
DEPICTION OF EASEMENT AREA



LINE TABLE

LINE	BEARINGS	DISTANCE
L1	N89°03'00"E	355.00
L2	S26°49'02"E	245.81
L3	N21°17'31"W	62.11
L4	S89°04'14"W	302.67
L5	N00°19'08"W	4.38
L6	N89°03'52"E	10.35
L7	N00°19'08"W	10.86

CURVE TABLE

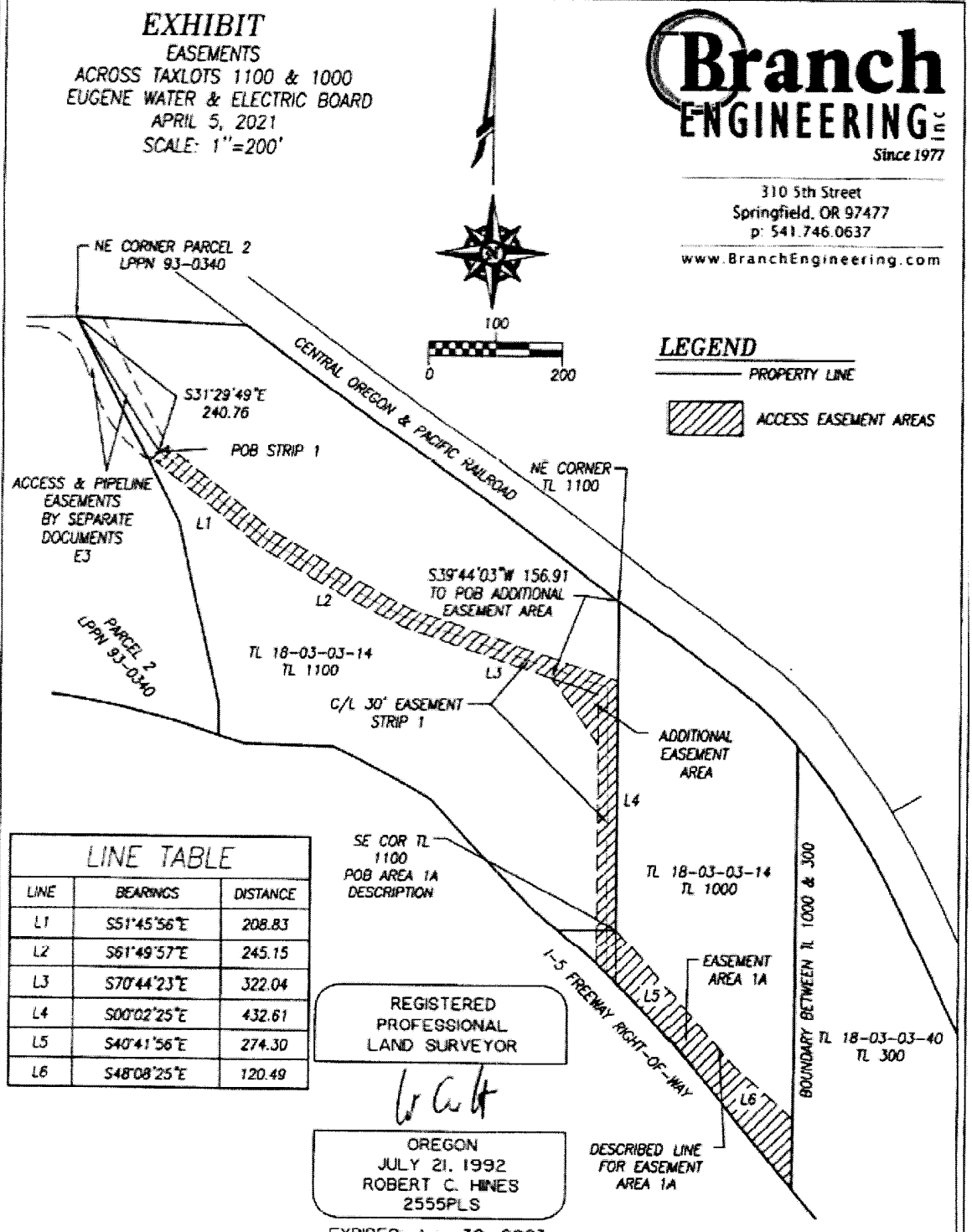
CURVE	DELTA	RADIUS	ARC	CHORD
C1	34°48'33"	204.50	124.24	N38°41'48"W 122.34
C2	69°38'11"	78.46	95.36	N56°06'41"W 89.60

EXHIBIT

EASEMENTS
ACROSS TAXLOTS 1100 & 1000
EUGENE WATER & ELECTRIC BOARD
APRIL 5, 2021
SCALE: 1"=200'

Branch ENGINEERING Inc
Since 1977

310 5th Street
Springfield, OR 97477
p: 541.746.0637
www.BranchEngineering.com



LINE TABLE		
LINE	BEARINGS	DISTANCE
L1	S51°45'56"E	208.83
L2	S61°49'57"E	245.15
L3	S70°44'23"E	322.04
L4	S00°02'25"E	432.61
L5	S40°41'56"E	274.30
L6	S48°08'25"E	120.49

REGISTERED
PROFESSIONAL
LAND SURVEYOR

OREGON
JULY 21, 1992
ROBERT C. HINES
2555PLS

EXPIRES: June 30, 2023

NOTE: THIS EXHIBIT MAP IS NOT A SURVEY AND IS ONLY INTENDED TO COMPLIMENT THE ATTACHED LEGAL DESCRIPTIONS.

PROJECT No. 20-551

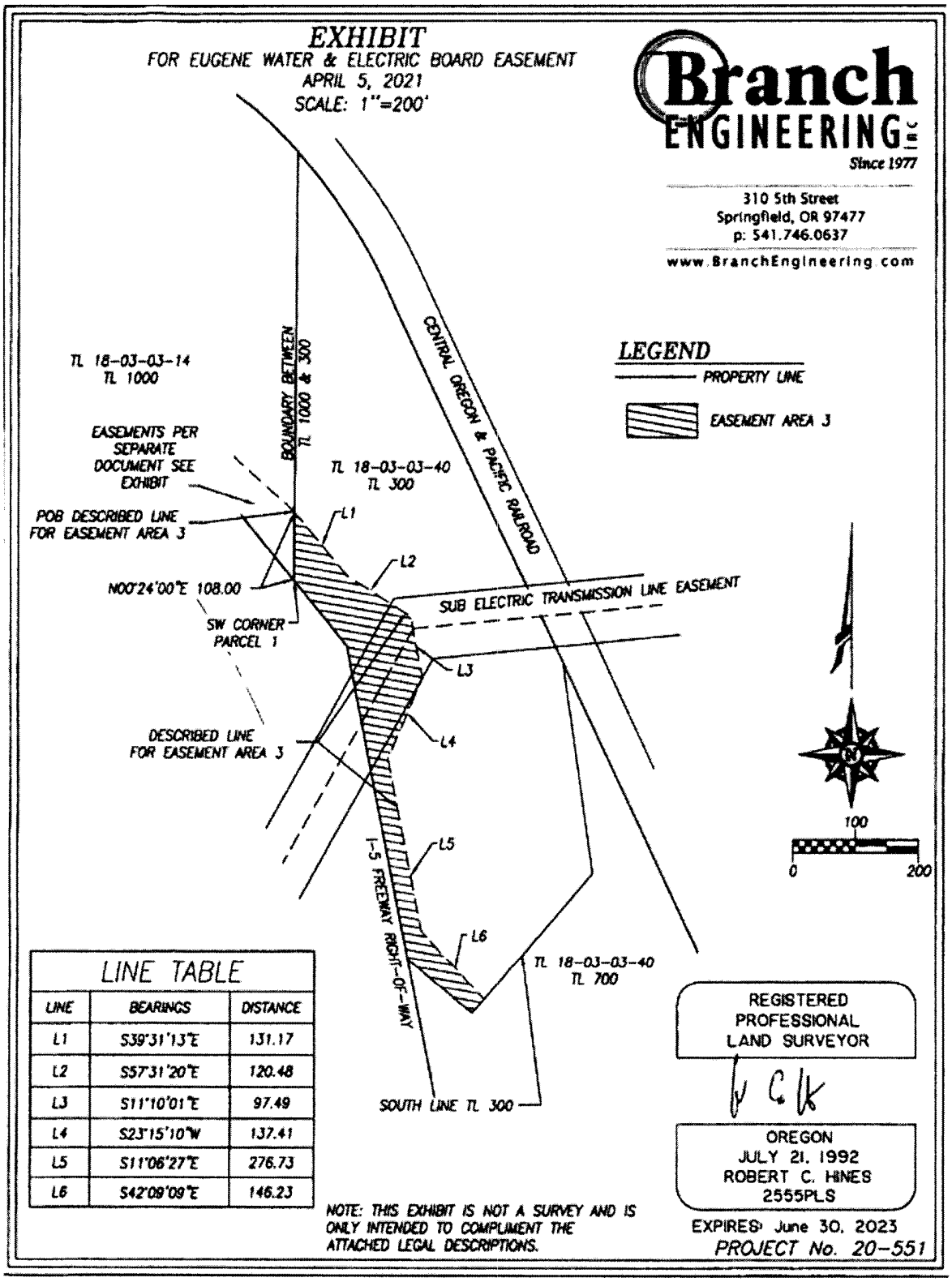


EXHIBIT
FOR EUGENE WATER & ELECTRIC BOARD EASEMENT
APRIL 5, 2021
SCALE: 1"=200'
Branch ENGINEERING INC
Since 1977
310 5th Street
Springfield, OR 97477
p: 541.746.0637
www.BranchEngineering.com
LEGEND
PROPERTY LINE
EASEMENT AREA 3
TL 18-03-03-14
TL 1000
BOUNDARY BETWEEN TL 1000 & 300
CENTRAL OREGON & PACIFIC RAILROAD
EASEMENTS PER SEPARATE DOCUMENT SEE EXHIBIT
TL 18-03-03-40
TL 300
POB DESCRIBED LINE FOR EASEMENT AREA 3
L1
L2
N00°24'00"E 108.00
SW CORNER PARCEL 1
SUB ELECTRIC TRANSMISSION LINE EASEMENT
L3
L4
DESCRIBED LINE FOR EASEMENT AREA 3
L5
I-5 FREEWAY RIGHT-OF-WAY
L6
TL 18-03-03-40
TL 700
SOUTH LINE TL 300
N
100
0
200
LINE TABLE
LINE | BEARINGS | DISTANCE
L1 | S39°31'13"E | 131.17
L2 | S57°31'20"E | 120.48
L3 | S11°10'01"E | 97.49
L4 | S23°15'10"W | 137.41
L5 | S11°06'27"E | 276.73
L6 | S42°09'09"E | 146.23
NOTE: THIS EXHIBIT IS NOT A SURVEY AND IS ONLY INTENDED TO COMPLIMENT THE ATTACHED LEGAL DESCRIPTIONS.
REGISTERED PROFESSIONAL LAND SURVEYOR
OREGON
JULY 21, 1992
ROBERT C. HINES
2555PLS
EXPIRES: June 30, 2023
PROJECT No. 20-551

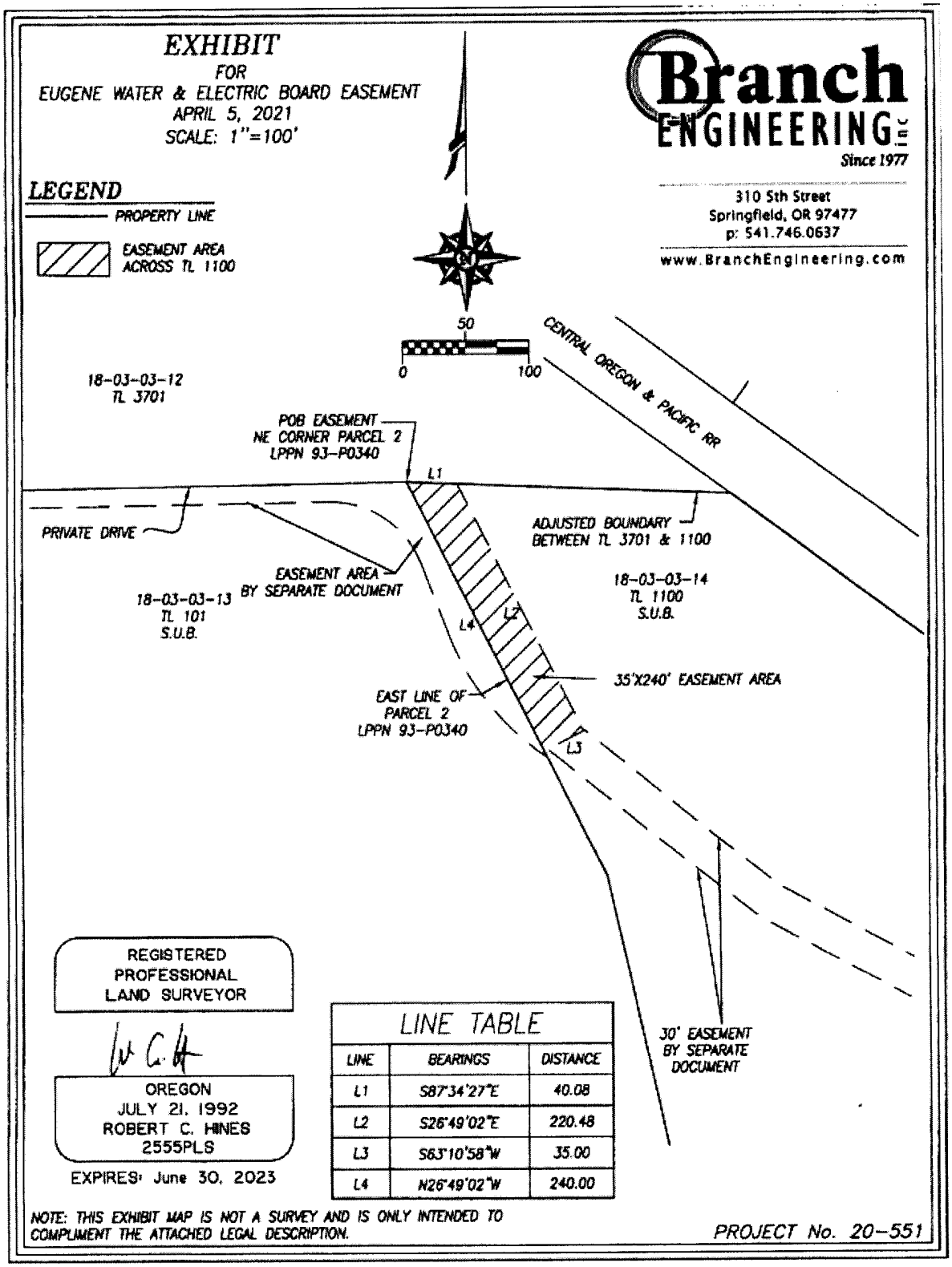


EXHIBIT
FOR
EUGENE WATER & ELECTRIC BOARD EASEMENT
APRIL 5, 2021
SCALE: 1"=100'
Branch ENGINEERING inc
Since 1977
310 5th Street
Springfield, OR 97477
p: 541.746.0637
www.BranchEngineering.com
LEGEND
PROPERTY LINE
EASEMENT AREA ACROSS TL 1100
50
0
100
CENTRAL OREGON & PACIFIC RR
18-03-03-12
TL 3701
POB EASEMENT
NE CORNER PARCEL 2
LPPN 93-P0340
L1
PRIVATE DRIVE
ADJUSTED BOUNDARY
BETWEEN TL 3701 & 1100
EASEMENT AREA
BY SEPARATE DOCUMENT
18-03-03-13
TL 101
S.U.B.
18-03-03-14
TL 1100
S.U.B.
L4
L2
35'X240' EASEMENT AREA
EAST LINE OF
PARCEL 2
LPPN 93-P0340
L3
30' EASEMENT
BY SEPARATE
DOCUMENT
REGISTERED
PROFESSIONAL
LAND SURVEYOR
OREGON
JULY 21, 1992
ROBERT C. HINES
2555PLS
EXPIRES: June 30, 2023
LINE TABLE
LINE | BEARINGS | DISTANCE
L1 | S87°34'27"E | 40.08
L2 | S26°49'02"E | 220.48
L3 | S63°10'58"W | 35.00
L4 | N26°49'02"W | 240.00
NOTE: THIS EXHIBIT MAP IS NOT A SURVEY AND IS ONLY INTENDED TO COMPLIMENT THE ATTACHED LEGAL DESCRIPTION.
PROJECT No. 20-551

EWEB Glenwood Second Source Site Plan

24" CC

Existing 24"
Transmission main

FRANKLIN BLVD

EWEB Easement

EWEB Easement

EWEB Easement

Tax Lot
300

Tax Lot
700

I-5

Proposed EWEB Transmission Main
to Knickerbocker Bridge

Proposed EWEB
Pipeline Intake to
Treatment Plant

Proposed EWEB Water
Treatment Plant Site

Proposed EWEB Water Intake
and Pump Station Sites

EWEB

420 210 0 420 Feet

N

INFORMATION SHOWN IS FOR EWEB USE ONLY AND IS NOT GUARANTEED TO BE ACCURATE FOR UNINTENDED PURPOSES.

12/02/2022

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:

18-03-03-40, 300
Map and Tax Lot Number assigned)

Street Address of Property (if address has been

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 _____.
Date

Signatures of Legal Owners

Please print or type name	Signature	Date Signed
Laura Farthing, P.E.		9/6/24

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:

18-03-03-40, 700
Map and Tax Lot Number assigned)

Street Address of Property (if address has been

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 _____.
Date

Signatures of Legal Owners

Please print or type name	Signature	Date Signed
Laura Farthing, P.E.		9/6/24

LCOG: L:\BC\2008 BOUNCHANGE TRANSITION\APPLICATION FORMS\SPRINGFIELD\10-03-08 UPDATED FORMS\PRE-SUBMITTAL ANNEXATION APPLICATION 10-07-08.DOC
Last Saved: January 19, 2016

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:

18-03-02-33, 5100

Map and Tax Lot Number assigned)

Street Address of Property (if address has been

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 _____.

Date

Signatures of Legal Owners

Please print or type name	Signature	Date Signed
Laura Farthing, P.E.		9/6/24

LCOG: L:\BC\2008 BOUNCHANGE TRANSITION\APPLICATION FORMS\SPRINGFIELD\10-03-08 UPDATED FORMS\PRE-SUBMITTAL ANNEXATION APPLICATION 10-07-08.DOC
Last Saved: January 19, 2016

LEGAL DESCRIPTIONS OF PARCELS TO BE ANNEXED

****NOTE****

These descriptions are only to be used for the annexation process and do not represent actual title of the parcels.

PARCEL 1: (TL 18-03-03-40-00300 & TL 700 combined)

Those parcels of land in the Southeast one-quarter of Section 3, Township 18 South, Range 3 West of the Willamette Meridian as described as Parcels 1 and 2 in that certain Stipulated General Judgement deed recorded as instrument number 2017-028337 in the Lane County Oregon Deeds and Records being more particularly described as follows:

Beginning at the northwest corner of Parcel 1 of the above listed deed as shown on that certain survey filed as county survey file number 44278 in the Lane County Oregon Surveyors Office, said point being approximately 2553 feet north and 821 feet west of the southeast corner of Section 3 and on the east right-of-way of Interstate 5 as shown on said survey; Thence along the following 17 courses:

1) South 37°18’47” East along said east right-of-way, 134.82 feet; thence

2) South 09°23’05” East 1412.67 feet; more or less to the Southwest corner of that parcel of land; thence

3) South 04°07’21” West 269.38 feet; thence

4) Along a 5609.58 foot radius curve to the left (the long chord of which bears South 10°54’11” East 260.68 feet) a distance of 260.70 feet to the southwest corner of that Parcel 2 as described in that deed recorded as instrument number 2017-028337 in the Lane County Oregon Official Records; thence

5) leaving said east right-of-way and along the south line of said Parcel 2, South 66°28’52” East 301.72 feet to the southeast corner of said Parcel 2 and on the west right-of-way of McVay Highway; thence

6) Along said west right-of-way, North 00°44’24” West 131.81 feet; thence

7) North 14°51’55” West 114.40 feet; thence

8) North 12°07’12” East 63.49 feet; thence

9) North 12°03’06” East 199.42 feet; thence

10) North 11°56’03” East 136.72 feet; thence

11) North 33°09’02” East 160.28 feet; thence

12) Along a highway spiral curve to the left (a long chord of which bears North 09°48’46” East 110.05 feet) a distance of 110.05 feet; thence

13) Northerly along said west right-of-way of McVay Highway along a 3749.72 foot radius curve to the right (the long chord of which bears North 06°22'03" East 351.24 feet) a distance of 351.37 feet to the intersection of the west right-of-way of McVay Highway and the west right-of-way of the Southern Pacific Railroad; thence

14) leaving said McVay Highway right-of-way and along the westerly right-of-way of said railroad North 25°30'05" West 1511.86 feet; thence

15) Northerly along said westerly right-of-way 147 feet +/- to a point 30 feet west of and right angle to railroad station 1149+79.5; thence

16) Northerly along said right-of-way 123 feet +/- to the Northeast corner of Parcel 1 as shown on County Survey File Number 44278 as described above, said Northeast corner bearing North 02°11'06" East 674.32 feet from the point of beginning; thence

17) South 02°11'06" West 674.32 feet to the point of beginning, all in Lane County Oregon.

Bearings herein based up County Survey file number 44278 as filed in the Lane County Oregon Surveyors Office.

PARCEL 2: TL 18-03-02-32-03800

All of Parcel 2 as described in that certain Warranty Deed as recorded as instrument number 2015-046590 in the Lane County Oregon Deeds and Records and described as follows:

Beginning at a point on the west boundary of Section 2 in Township 18 South, Range 3 West of the Willamette Meridian, said point being South 1508.10 feet from the northwest comer of said Section 2; thence

1.) North 89°59'05" West 8.76 feet to a point on the easterly right of way of McVay Highway 30 feet easterly of, when measured at right angles to, the centerline of McVay Highway as shown on ODOT Dwg. 1B-18-13; thence along the easterly right of way of McVay Highway the following 12 courses and distances numbered 2-13:

2.) South 6°38'45" East 241.41 feet to a point opposite the angle point in the centerline of McVay Highway at engineer's station 107+00; thence continuing along the easterly right of way of McVay Highway

3.) South 5°41'45" East 1300.25 feet to a point 30 feet easterly of and opposite engineer's station 120+00 P.O.T; thence

4.) North 84°18'15" East 10.00 feet to a point 40 feet easterly of and opposite engineer's station 120+00 P.O.T.; thence

5.) South 5°41'45" East 200.00 feet to a point 40 feet easterly of and opposite engineer's station 122+00 P.O.T.; thence

6.) North 84°18'15" East 10.00 feet to a point 50 feet easterly of and opposite engineer's station 122+00 P.O.T.; thence:

7.) South 5°41'45" East 200.00 feet to a point 50 feet easterly of and opposite engineer's station 124+00 P.O.T.; thence

8.) North 84°18'15" East 10.00 feet to a point 60 feet easterly of and opposite engineer's station 124+00 P.O.T; thence

9.) South 5°41'45" East 89.50 feet to a point 60 feet easterly of and opposite engineer's station 124+89.50 P.C.; thence

10.) along the arc of a 776.20-foot radius curve right (the chord of which bears South 5°16'33" East 11.38 feet) a distance of 11.38 feet to a point 60 feet easterly of and opposite engineer's station 125+00 P.O.C.; thence

11.) North 85°08'39" East 10.00 feet to a point 70 feet easterly of and opposite engineer's station 125+00 P.O.C.; thence

12.) along the arc of a 786.20-foot radius curve right (the chord of which bears South 3°35'57" West 231.19 feet to a point 70 feet easterly of and opposite engineer's station 127+11.4 P.T.; thence

13.) South 12°03'15" West 140.66 feet to a point marking the intersection of the easterly right of way of McVay Highway and the easterly right of way of the Union Pacific Railroad, said point being 30 feet from; when measured at right angles to the centerline of the Union Pacific Railroad; thence

14.) leaving the easterly right of way of the McVay Highway and running along the easterly right of way of the Union Pacific Railroad along the arc of a 985.04-foot radius curve right (the chord of which bears South 9°32'23" East 255.72 feet) a distance of 256.44 feet, said point being **the True Point of Beginning**; thence along the following 8 courses numbered 15-22:

15.) leaving the easterly right of way of the Union Pacific Railroad and running South 73°15'42" East 103 feet more or less to a point on the low water mark of the left bank of the Willamette River; thence,

16.) in a Southerly direction upstream along the low water mark of the left bank of the Willamette River 930 feet more or less to a point marking the intersection of the low water mark of the left bank of the Willamette River and the easterly projection of the north boundary of the A. Coryell D.L.C. No. 59 in Township 18 South, Range 3 West of the Willamette Meridian; thence

17.) leaving the low water mark of the left bank of the Willamette River and running along the north boundary of the said A. Coryell D.L.C. No. 59 and its easterly projection WEST 69 feet more or less to a point marking the intersection of the north boundary of the said A. Coryell D.L.C. No. 59 and the easterly boundary of the Union Pacific Railroad right of way, said point being 30 feet from, when measured at right angles to the centerline of the Union Pacific Railroad; thence

18.) leaving the north boundary of the said A. Coryell D.L.C. No. 59 and running along the easterly boundary of the Union Pacific Railroad right of way along the arc of a 924.93-foot radius curve right (the chord of which bears North 8°10'54" East 328.85 feet) a distance of 330.61 feet to a point opposite and 30 feet easterly of Sta. 1179+67.8 C.C. 6° Lt.; thence continuing along the easterly boundary of the Union Pacific Railroad the following four (4) courses and distances. numbered 19-22,

19.) along a 2-3/4 taper curve right, the long chord of which bears North 19°28'27" East 59.05 feet to a point opposite and 30.0 feet easterly of Sta. 1179+07.8 B.C. T2-3/4; thence

20.) North 20°13'14" East 130.40 feet to a point opposite and 30.0 feet easterly of Sta. 1177+77.4 E.C.; thence

21.) along a 2-1/2 taper curve left, the long chord of which bears North 19°10'01" East 91.41 feet to a point opposite and 30.0 feet easterly of and opposite Sta. 1176+87.4 C.C. T2-1/2; thence

22.) along the arc of a 985.04 foot radius curve left (the chord of which bears North 7°43'12" East 335.38 feet) a distance of 337.02 feet to the **True Point of Beginning**, all in Lane County Oregon.

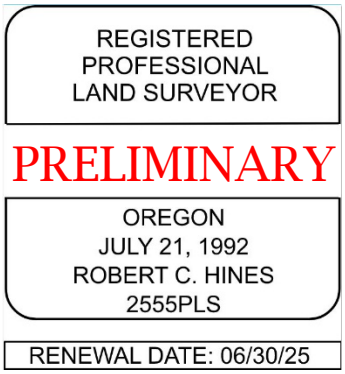
Bearing used hereon are based on C.S.F. No. 13114 on file in the office of the Lane County Surveyor.

PARCEL 3: TL 18-03-02-33-05100

All that parcel of land as described in that certain Warranty Deed recorded as instrument number 2016-026856 in the Lane County Oregon Deeds and Records and more particularly described as follows:

That part of Section 2 and Section 3, Township 18 South, Range 3 West of the Willamette Meridian, lying between the Westerly right of way line of the Southern Pacific Railroad and the Easterly right of way of Pacific Highway No. 99 also known as McVay Highway, in Lane County, Oregon more particularly described as follows:

Beginning at the intersection of the west right-of-way of the Southern Pacific Railroad and the East right-of-way of State Highway 225 commonly known as McVay Highway; thence South along said west right-of-way of the Southern pacific Railroad 1090 feet more or less to a second point of intersection of said 2 rights-of-way, said point bearing northerly 220 feet more or less from the thew Southwest corner of Section 2, Township 18 South, Range 3 West of the Willamette Meridian; Thence north along the East right-of-way of McVay Highway 1075 feet more or less to the point of beginning, all in Lane County Oregon.



FOR ASSESSMENT AND TAXATION ONLY

S.E.1/4 SEC. 3 T.18S. R.3W. W.M.
Lane County
1" = 200'

ANNEXATION MAP FOR TAX LOTS 300 AND 700 (PARCEL 1)

18030340
SPRINGFIELD

LCATJCG - 2024-04-09 13:26

CANCELLED
901
1100

SEE MAP 18030313

SEE MAP 18030314

004-80

004-26

004-58

004-46

004-41

019-18

019-17

004-80

SEE MAP 18030220

SEE MAP 18030331

SEE MAP 18030300

SEE MAP 18031000

SEE MAP 18031010

SEE MAP 18030232

SEE MAP 18030233

SEE MAP 18031100

SEE MAP 18031122

SE COR C B SWEET DLC 38

SW COR D MCVAY DLC 63

POINT OF BEGINNING

300

700
17.7 AC

200
0.6 AC

400
0.67 AC

500
1.27 AC

600
0.64 AC

800
1.1 AC

900

1001
20.01 AC

1000
52.14 AC

1100

1200
3.08 AC

1050 SQ. FT. STATE LEASE

THIS PARCEL IS FROM THE STATE AND THERE IS NO LEGAL DESC. ONLY SQ FOOTAGE LEASE IS FOR CHUCK KOEHN FRANKLIN PARK

1.15 AC.S
0.91 AC.S

CENTRAL OREGON PACIFIC RAILROAD

PACIFIC HIGHWAY NO I-5

FRANKLIN BLVD

1. 2. 3. 4. 5. 6. 7. 8. 9. 10. 11. 12. 13. 14. 15. 16. 17.

COURSES

1. S37°18'47"E, 134.82'
2. S09°23'05"E, 1412.67'
3. S04°07'21"W, 269.38'
4. S10°54'11"E, 260.68'
5. S66°28'52"E, 301.72'
6. N00°44'24"W, 131.81'
7. N14°51'55"W, 114.40'
8. N12°07'12"E, 63.49'
9. N12°03'06"E, 199.42'
10. N11°56'03"E, 136.72'
11. N33°09'02"E, 160.28'
12. N09°48'46"E, 110.05'
13. N06°22'03"E, 351.24'
14. N25°30'05"W, 1511.86'
15. NORTH 147' +/-
16. NORTH 123'+/-
17. S02°11'06"W, 674.32'

REVISIONS
11/20/2009 - LCAT142 - CONVERT MAP TO GIS
04/05/2016 - LCAT155 - CANC TL 1100; NTL 1200 OUT OF ODOT ROW
06/02/2021 - LCAT148 - LLA BETWEEN TL 1200 & 18030314 00500
06/02/2021 - LCAT148 - LLA BETWEEN TL 1200 & 18030314 00700
01/04/2024 - LCAT174 - CODE CHANGE TL 1001

SPRINGFIELD
18030340

FOR ASSESSMENT AND TAXATION ONLY

S.W.1/4 S.W.1/4 SEC. 2 T.18S. R.3W. W.M.
Lane County

1" = 100'

ANNEXATION MAP FOR TAX LOT 5100 (PARCEL 3)

18030233
SPRINGFIELD

LCATJCG - 2018-11-01 15:42

CANCELLED
800
5900
8401

004-80

SEE MAP 18030220

SEE MAP 18030232

019-24

POINT OF BEGINNING

SEE MAP 18030340

019-06

019-08

019-02

STATE HIGHWAY NO. 225

STATE BOARD LAND

PACIFIC RAILROAD

RIVER

1075'+/-

1090'+/-

TAX LOT 18-03-02-33-05100

CENTRAL OREGON

WILLAMETTE

HARBOR

DRIVE

FIRST ADDITION

SECOND ADDITION

THIRD ADDITION

FILBERT GROVE

PARCEL A

PARCEL B

PARCEL C

PARCEL D

PARCEL E

PARCEL H

PARCEL J

NEPTUNE AVE

KREMONT AVE

INLAND WAY

100 0.19 AC
200 0.18 AC
300 0.18 AC
400 0.15 AC
500 0.14 AC
600
700
800
900
1000 0.14 AC
1100
1200 0.14 AC
1300 0.16 AC
1400 0.19 AC
1500 0.19 AC
1600 0.19 AC
1700 0.19 AC
1800 0.15 AC
1900
2000 0.15 AC
2100 0.15 AC
2200 0.14 AC
2300 0.14 AC
2400 0.14 AC
2500 0.16 AC
2600 0.15 AC
2700 0.15 AC
2800 0.16 AC
2900 0.21 AC
3000 0.21 AC
3100
3200 0.21 AC
3300 0.21 AC
3400 0.21 AC
3500 0.14 AC
3600 0.15 AC
3700 0.15 AC
3800 0.15 AC
3900 0.15 AC
4000 0.14 AC
4100 0.14 AC
4200 0.14 AC
4300
4400 0.17 AC
4500 0.15 AC
4600 0.15 AC
4700 0.15 AC
4800 0.17 AC
4801
4900 0.38 AC
5000 0.41 AC
5100 0.47 AC
5200 0.42 AC
5300 0.13 AC
5400 0.42 AC
5500 0.14 AC
5600 0.42 AC
5700 0.18 AC
5800 0.37 AC
5900
6000
6100 0.23 AC
6200 0.35 AC
6300 0.14 AC
6400
6500 0.17 AC
6600
6700
6800
6900
7000
7100 0.15 AC
7200
7300
7400
7500 0.25 AC
7600 0.18 AC
7700
7800
7900
8000
8100 0.18 AC
8200 0.25 AC
8300 0.45 AC
8400 0.15 AC
8401

NE COR A CORYELL DLC 59

SEE MAP 18031010

SEE MAP 18031100

SEE MAP 18031122

SEE MAP 18030200

REVISIONS
11/20/2009 - LCAT167 - CONVERT MAP TO GIS
06/10/2014 - LCAT155 - NTL 4801 OUT OF GAP
05/12/2016 - LCAT142 - MAP COR TL 500 & 1803023203800 AND TCA
11/09/2017 - LCAT155 - ANNEXATION PORTION FRANKLIN BLVD
12/04/2017 - LCAT174 - ACRE CORRECTION TL 7500
11/01/2018 - LCAT174 - ACRE AND MAP CORRECTION TL'S 8300 & 8400

SPRINGFIELD
18030233

FOR ASSESSMENT AND TAXATION ONLY

S.W.1/4 S.W.1/4 SEC. 2 T.18S. R.3W. W.M.
Lane County

1" = 100'

ANNEXATION MAP FOR TAX LOT 18-03-02-32-03800 (PARCEL 2)

18030233
SPRINGFIELD

LCATJCG - 2018-11-01 15:42

CANCELLED
800
5900
8401

004-80

SEE MAP 18030220

SEE MAP 18030232

SEE MAP 18030340

POINT OF BEGINNING

15.

16.

17.

18.

19.

20.

21.

22.

019-06

019-08

019-02

019-24

RAILROAD

PACIFIC

OREGON

CENTRAL

STATE HIGHWAY NO. 225

STATE BOARD LAND

RIVER

WILLAMETTE

TAX LOT 18-03-02-32-03800

5100
0.47 AC

NE COR
A CORYELL
DLC 59

SEE MAP 18031010

SEE MAP 18031100

SEE MAP 18031122

SEE MAP 18030200

PARCEL A
PARCEL B
PARCEL C
PARCEL D
PARCEL E
PARCEL H
PARCEL J

FIRST ADDITION
SECOND ADDITION
THIRD ADDITION
FOURTH ADDITION

GROVE
FILBERT GROVE

HARBOR DRIVE

NEPTUNE AVE

KREMONT AVE

INLAND WAY

COURSES

15. S73°15'42"E, 103' +/-

16. 930' +/-

17. EAST 69' +/-

18. N08°10'54"E, 328.85'

19. N19°28'27"E, 59.05'

20. N20°13'18"E, 130.40'

21. N19°10'01"E, 91.41'

22. N07°43'12"E, 335.38'

REVISIONS
11/20/2009 - LCAT167 - CONVERT MAP TO GIS
06/10/2014 - LCAT155 - NTL 4801 OUT OF GAP
05/12/2016 - LCAT142 - MAP COR TL 500 & 1803023203800 AND TCA
11/09/2017 - LCAT155 - ANNEXATION PORTION FRANKLIN BLVD
12/04/2017 - LCAT174 - ACRE CORRECTION TL 7500
11/01/2018 - LCAT174 - ACRE AND MAP CORRECTION TL'S 8300 & 8400

SPRINGFIELD
18030233

FOR ASSESSMENT AND TAXATION ONLY

N.W.1/4 S.W.1/4 SEC. 2 T.18S. R.3W. W.M.
Lane County
1" = 100'

FOR ANNEXATION MAP OF 18-03-02-32-03800 (PARCEL 2) SEE ATTACHED MAP

18030232
SPRINGFIELD

LCATJCG - 2022-11-28 11:40

CANCELLED
700

SEE MAP 18030314

EAST - 311.62'
N 86°53'05" E 432.27'
301.15'

POINT S0°40'W 2849' FROM NW COR SEC 2(GRID)

NO. 225
N04°32'W 301.4'
S03°02'39"E (GRID)
S04°51'E (TRUE)
WEST 400.14'

SB 120+73.73 PT
SB 121+63.27 PS
N01°38'25"E 1307.13'
S0°27'21"W

SEE MAP 18030220
L 122+48.1 POT=
L 122+50.00 POT AH

004-80

004-26
019-02
019-24

RIVER
WILLAMETTE

STATE HWY

SEE MAP 18030340

124+89.5 PC
127+11.4 PT
SB 125+63.27 PSC
SB 129+37.53 PCS
130+84.1 PC

LOW WATER LINE
TOP OF BANK

POINT IS S89°35'30"W 150' & S16°11'46"W 1376.51' FROM INITIAL POINT
N75°40'W 110'
N14°20'E 18.49'

SEE TAX MAP LAYOUT ON 18-03-02-33

N73°15'42"W 103'
S.43384
3800
1.56 AC
019-08

100
0.65 AC
S89°35'30"W 115.8'
N29°13'30"E LC=48.82'
9.92'
13.74'
S60°00'W 98.61'
1
200
66.66'
S54°39'W 231.38'
DEL=23°51'
R=228.75'
T=113.97'
S55°54'56"W LC=89.71'
S02°31'08"E LC=22.32'
R=16'
S28°39'38"E LC=24.73'
S71°17'13"W 93.42'
84.76'
300
0.21 AC
R=45'
S88°08'10"W LC=14.55'
S10°10'20"W LC=35'
S55°56'35"W LC=35'
2
R=16'
3
400
500
0.24 AC
N53°13'04"E LC=22.32'
N54°52'56"W 28'
N54°52'56"W 33'
3900
N66°32'20"W 123.72'
N21°09'02"W 112'
451.85'
S0°29'15"W
145'
700
S54°52'56"E 129.4'
S09°00'W 161'
FILBERT
84.01'
S67°48'33"E 67'
114.34'
701
0.81 AC
600
0.48 AC
S04°13'30"E 104.13'
DEL=26°27'
R=140.43'
T=32.99'
S04°13'30"E LC=76.67'
S54°52'56"E 208.12'
CHANNEL EASEMENT RELOCATION
S54°52'56"E 208.57'
63.15'
34.45'
PROPOSED LAKE
2
S11°24'26"W LC=64.64'
N75°40'W 100'
900
S01°13'30"E 201'
S00°24'44"W LC=61.82'
S09°53'34"E 284.69'
800
0.31 AC
284.69'
S05°44'W 187.41'
1000
120'
S10°15'41"W LC=43.6'
1100
125'
60'
S75°40'E 145.74'
1200
0.21 AC
1400
125'
157.66'
1300
0.22 AC
1500
125'
DRIVE
1600
125'
3
1700
1800
S75°40'E 169.59'
104.59'
S14°20'W 95.1'
S55°56'05"E LC=35.97'
N67°37'12"E 110.88'
1900
S08°49'30"E LC=35.97'
DEL=47°45'50"
R=45'
S75°16'12"E 84.59'
2000
2200
0.18 AC
2100
S49°52'17"E LC=33.88'
S84°21'40"W LC=86.31'
S39°20'E 155.91'
S63°05'30"W 625.65'
146.92'
2300
2400
2500
2600
2700
3600
3700
S14°20'W 280'
S14°20'W 695'
HARBOR
GROVE
2800
0.18 AC
2900
0.14 AC
3000
S75°40'E 141.89'
89.23'
27.51'
S14°20'W 120'
N25°22'02"E 101.66'
S55°34'16"E LC=35.6'
N78°50'48"E LC=34.12'
117.43'
N51°43'45"E
3100
S75°40'E 150'
DEL=47°46'10"
R=45'
S68°58'14"E LC=35.6'
90.05'
S75°40'13"E
120.33'
3500
0.18 AC
3400
0.14 AC
3200
3300
N75°40'W 110'
N14°20'E 18.49'
S14°20'W 120'
N60°17'02"W LC=34.13'
N03°16'04"E 101.95'
S84°13'05"W LC=35.6'
S37°17'4"W LC=35.6'
S20°04'11"E 104.98'
104.26'
45.83'
GROVE
N75°40'W 353.35'
120.13'
36.22'
S02°01'30"E

SEE MAP 18030200

800

SEE MAP 18030233

S38°50'W'E

REVISIONS
10/09/2008 - LCAT167 - CONVERT MAP TO GIS
10/10/2008 - LCAT167 - LLA BTWN 500, 700 & 701; TL 700 CANCEL
05/25/2010 - LCAT174 - TAXCODES UPDATED
01/30/2012 - LCAT113 - MISC GRAPHIC CORRECTIONS
10/13/2015 - LCAT142 - LLA BETWEEN 3800 & 18030220-03200
05/12/2016 - LCAT142 - MAP COR TL 3800 & 1803023300500 AND TCA
05/27/2020 - LCAT174 - ADJUST TL 3800 TO MATCH SURVEY AND DESC
11/28/2022 - LCAT174 - AC CORR TL 800

SPRINGFIELD
18030232

LEGAL DESCRIPTIONS OF PARCELS TO BE ANNEXED

****NOTE****

These descriptions are only to be used for the annexation process and do not represent actual title of the parcels.

PARCEL 1: (TL 18-03-03-40-00300 & TL 700 combined)

Those parcels of land in the Southeast one-quarter of Section 3, Township 18 South, Range 3 West of the Willamette Meridian as described as Parcels 1 and 2 in that certain Stipulated General Judgement deed recorded as instrument number 2017-028337 in the Lane County Oregon Deeds and Records being more particularly described as follows:

Beginning at the northwest corner of Parcel 1 of the above listed deed as shown on that certain survey filed as county survey file number 44278 in the Lane County Oregon Surveyors Office, said point being approximately 2553 feet north and 821 feet west of the southeast corner of Section 3 and on the east right-of-way of Interstate 5 as shown on said survey; Thence along the following 17 courses:

1) South 37°18’47” East along said east right-of-way, 134.82 feet; thence

2) South 09°23’05” East 1412.67 feet; more or less to the Southwest corner of that parcel of land; thence

3) South 04°07’21” West 269.38 feet; thence

4) Along a 5609.58 foot radius curve to the left (the long chord of which bears South 10°54’11” East 260.68 feet) a distance of 260.70 feet to the southwest corner of that Parcel 2 as described in that deed recorded as instrument number 2017-028337 in the Lane County Oregon Official Records; thence

5) leaving said east right-of-way and along the south line of said Parcel 2, South 66°28’52” East 301.72 feet to the southeast corner of said Parcel 2 and on the west right-of-way of McVay Highway; thence

6) Along said west right-of-way, North 00°44’24” West 131.81 feet; thence

7) North 14°51’55” West 114.40 feet; thence

8) North 12°07’12” East 63.49 feet; thence

9) North 12°03’06” East 199.42 feet; thence

10) North 11°56’03” East 136.72 feet; thence

11) North 33°09’02” East 160.28 feet; thence

12) Along a highway spiral curve to the left (a long chord of which bears North 09°48’46” East 110.05 feet) a distance of 110.05 feet; thence

13) Northerly along said west right-of-way of McVay Highway along a 3749.72 foot radius curve to the right (the long chord of which bears North 06°22'03" East 351.24 feet) a distance of 351.37 feet to the intersection of the west right-of-way of McVay Highway and the west right-of-way of the Southern Pacific Railroad; thence

14) leaving said McVay Highway right-of-way and along the westerly right-of-way of said railroad North 25°30'05" West 1511.86 feet; thence

15) Northerly along said westerly right-of-way 147 feet +/- to a point 30 feet west of and right angle to railroad station 1149+79.5; thence

16) Northerly along said right-of-way 123 feet +/- to the Northeast corner of Parcel 1 as shown on County Survey File Number 44278 as described above, said Northeast corner bearing North 02°11'06" East 674.32 feet from the point of beginning; thence

17) South 02°11'06" West 674.32 feet to the point of beginning, all in Lane County Oregon.

Bearings herein based up County Survey file number 44278 as filed in the Lane County Oregon Surveyors Office.

PARCEL 2: TL 18-03-02-32-03800

All of Parcel 2 as described in that certain Warranty Deed as recorded as instrument number 2015-046590 in the Lane County Oregon Deeds and Records and described as follows:

Beginning at a point on the west boundary of Section 2 in Township 18 South, Range 3 West of the Willamette Meridian, said point being South 1508.10 feet from the northwest comer of said Section 2; thence

1.) North 89°59'05" West 8.76 feet to a point on the easterly right of way of McVay Highway 30 feet easterly of, when measured at right angles to, the centerline of McVay Highway as shown on ODOT Dwg. 1B-18-13; thence along the easterly right of way of McVay Highway the following 12 courses and distances numbered 2-13:

2.) South 6°38'45" East 241.41 feet to a point opposite the angle point in the centerline of McVay Highway at engineer's station 107+00; thence continuing along the easterly right of way of McVay Highway

3.) South 5°41'45" East 1300.25 feet to a point 30 feet easterly of and opposite engineer's station 120+00 P.O.T; thence

4.) North 84°18'15" East 10.00 feet to a point 40 feet easterly of and opposite engineer's station 120+00 P.O.T.; thence

5.) South 5°41'45" East 200.00 feet to a point 40 feet easterly of and opposite engineer's station 122+00 P.O.T.; thence

6.) North 84°18'15" East 10.00 feet to a point 50 feet easterly of and opposite engineer's station 122+00 P.O.T.; thence:

7.) South 5°41'45" East 200.00 feet to a point 50 feet easterly of and opposite engineer's station 124+00 P.O.T.; thence

8.) North 84°18'15" East 10.00 feet to a point 60 feet easterly of and opposite engineer's station 124+00 P.O.T; thence

9.) South 5°41'45" East 89.50 feet to a point 60 feet easterly of and opposite engineer's station 124+89.50 P.C.; thence

10.) along the arc of a 776.20-foot radius curve right (the chord of which bears South 5°16'33" East 11.38 feet) a distance of 11.38 feet to a point 60 feet easterly of and opposite engineer's station 125+00 P.O.C.; thence

11.) North 85°08'39" East 10.00 feet to a point 70 feet easterly of and opposite engineer's station 125+00 P.O.C.; thence

12.) along the arc of a 786.20-foot radius curve right (the chord of which bears South 3°35'57" West 231.19 feet to a point 70 feet easterly of and opposite engineer's station 127+11.4 P.T.; thence

13.) South 12°03'15" West 140.66 feet to a point marking the intersection of the easterly right of way of McVay Highway and the easterly right of way of the Union Pacific Railroad, said point being 30 feet from; when measured at right angles to the centerline of the Union Pacific Railroad; thence

14.) leaving the easterly right of way of the McVay Highway and running along the easterly right of way of the Union Pacific Railroad along the arc of a 985.04-foot radius curve right (the chord of which bears South 9°32'23" East 255.72 feet) a distance of 256.44 feet, said point being **the True Point of Beginning**; thence along the following 8 courses numbered 15-22:

15.) leaving the easterly right of way of the Union Pacific Railroad and running South 73°15'42" East 103 feet more or less to a point on the low water mark of the left bank of the Willamette River; thence,

16.) in a Southerly direction upstream along the low water mark of the left bank of the Willamette River 930 feet more or less to a point marking the intersection of the low water mark of the left bank of the Willamette River and the easterly projection of the north boundary of the A. Coryell D.L.C. No. 59 in Township 18 South, Range 3 West of the Willamette Meridian; thence

17.) leaving the low water mark of the left bank of the Willamette River and running along the north boundary of the said A. Coryell D.L.C. No. 59 and its easterly projection WEST 69 feet more or less to a point marking the intersection of the north boundary of the said A. Coryell D.L.C. No. 59 and the easterly boundary of the Union Pacific Railroad right of way, said point being 30 feet from, when measured at right angles to the centerline of the Union Pacific Railroad; thence

18.) leaving the north boundary of the said A. Coryell D.L.C. No. 59 and running along the easterly boundary of the Union Pacific Railroad right of way along the arc of a 924.93-foot radius curve right (the chord of which bears North 8°10'54" East 328.85 feet) a distance of 330.61 feet to a point opposite and 30 feet easterly of Sta. 1179+67.8 C.C. 6° Lt.; thence continuing along the easterly boundary of the Union Pacific Railroad the following four (4) courses and distances. numbered 19-22,

19.) along a 2-3/4 taper curve right, the long chord of which bears North 19°28'27" East 59.05 feet to a point opposite and 30.0 feet easterly of Sta. 1179+07.8 B.C. T2-3/4; thence

20.) North 20°13'14" East 130.40 feet to a point opposite and 30.0 feet easterly of Sta. 1177+77.4 E.C.; thence

21.) along a 2-1/2 taper curve left, the long chord of which bears North 19°10'01" East 91.41 feet to a point opposite and 30.0 feet easterly of and opposite Sta. 1176+87.4 C.C. T2-1/2; thence

22.) along the arc of a 985.04 foot radius curve left (the chord of which bears North 7°43'12" East 335.38 feet) a distance of 337.02 feet to the **True Point of Beginning**, all in Lane County Oregon.

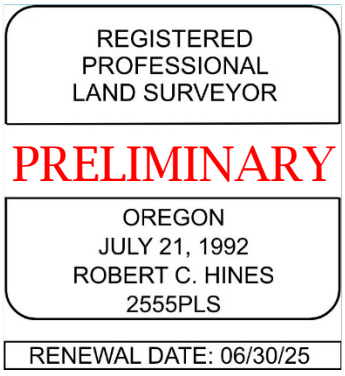
Bearing used hereon are based on C.S.F. No. 13114 on file in the office of the Lane County Surveyor.

PARCEL 3: TL 18-03-02-33-05100

All that parcel of land as described in that certain Warranty Deed recorded as instrument number 2016-026856 in the Lane County Oregon Deeds and Records and more particularly described as follows:

That part of Section 2 and Section 3, Township 18 South, Range 3 West of the Willamette Meridian, lying between the Westerly right of way line of the Southern Pacific Railroad and the Easterly right of way of Pacific Highway No. 99 also known as McVay Highway, in Lane County, Oregon more particularly described as follows:

Beginning at the intersection of the west right-of-way of the Southern Pacific Railroad and the East right-of-way of State Highway 225 commonly known as McVay Highway; thence South along said west right-of-way of the Southern pacific Railroad 1090 feet more or less to a second point of intersection of said 2 rights-of-way, said point bearing northerly 220 feet more or less from the thew Southwest corner of Section 2, Township 18 South, Range 3 West of the Willamette Meridian; Thence north along the East right-of-way of McVay Highway 1075 feet more or less to the point of beginning, all in Lane County Oregon.



FOR ASSESSMENT AND TAXATION ONLY

S.E.1/4 SEC. 3 T.18S. R.3W. W.M.
Lane County
1" = 200'

ANNEXATION MAP FOR TAX LOTS 300 AND 700 (PARCEL 1)

Exhibit A
6 of 9
18030340
SPRINGFIELD

LCATJCG - 2024-04-09 13:26

CANCELLED
901
1100

SEE MAP 18030313

SE COR C B SWEET DLC 38

S89°45'E 596.64'

POINT OF BEGINNING

1001
20.01 AC

004-58

SEE MAP 18030331

1000
52.14 AC

004-41

SEE MAP 18030300

SW COR D MCVAY DLC 63

S89°16'W NORTH LINE A H CORYELL DLC NO 59 1435.73

SEE MAP 18031000

SEE MAP 18031010

NORTH 2099.05'

S00°27'30"W 1472.03'

HIGHWAY NO I-5

004-26

004-46

019-18

019-17

SEE MAP 18030314

004-80

300

200
0.6 AC

400
0.67 AC

500
1.27 AC

700
17.7 AC

800
1.1 AC

900

1100

1200
3.08 AC

004-80

600
0.64 AC

1050 SQ. FT. STATE LEASE

THIS PARCEL IS FROM THE STATE AND THERE IS NO LEGAL DESC. ONLY SQ FOOTAGE LEASE IS FOR CHUCK KOEHN FRANKLIN PARK

SEE MAP 18030220

004-80

CENTRAL OREGON PACIFIC RAILROAD

FRANKLIN BLVD

PACIFIC HIGHWAY

1.15 AC.S

0.91 AC.S

SEE MAP 18030232

SEE MAP 18030233

SEE MAP 18031100

SEE MAP 18031122

COURSES

1. S37°18'47"E, 134.82'
2. S09°23'05"E, 1412.67'
3. S04°07'21"W, 269.38'
4. S10°54'11"E, 260.68'
5. S66°28'52"E, 301.72'
6. N00°44'24"W, 131.81'
7. N14°51'55"W, 114.40'
8. N12°07'12"E, 63.49'
9. N12°03'06"E, 199.42'
10. N11°56'03"E, 136.72'
11. N33°09'02"E, 160.28'
12. N09°48'46"E, 110.05'
13. N06°22'03"E, 351.24'
14. N25°30'05"W, 1511.86'
15. NORTH 147' +/-
16. NORTH 123'+/-
17. S02°11'06"W, 674.32'

REVISIONS
11/20/2009 - LCAT142 - CONVERT MAP TO GIS
04/05/2016 - LCAT155 - CANC TL 1100; NTL 1200 OUT OF ODOT ROW
06/02/2021 - LCAT148 - LLA BETWEEN TL 1200 & 18030314 00500
06/02/2021 - LCAT148 - LLA BETWEEN TL 1200 & 18030314 00700
01/04/2024 - LCAT174 - CODE CHANGE TL 1001

SPRINGFIELD
18030340

FOR ASSESSMENT AND TAXATION ONLY

S.W.1/4 S.W.1/4 SEC. 2 T.18S. R.3W. W.M.
Lane County

1" = 100'

ANNEXATION MAP FOR TAX LOT 5100 (PARCEL 3)

Exhibit A
7 of 9
18030233
SPRINGFIELD

LCATJCG - 2018-11-01 15:42

CANCELLED
800
5900
8401

004-80

SEE MAP 18030220

SEE MAP 18030232

SEE MAP 18030340

POINT OF BEGINNING

1075'+/-

1090'+/-

019-06

019-08

019-02

019-24

STATE HIGHWAY NO. 225

STATE LAND BOARD

TAX LOT 18-03-02-33-05100

PACIFIC RAILROAD

CENTRAL OREGON

RIVER

WILLAMETTE

HARBOR DRIVE

INLAND EMPIRE WAY

NEPTUNE AVE

KREMONT AVE

FIRST ADDITION

SECOND ADDITION

THIRD ADDITION

FILBERT GROVE

PARCEL A

PARCEL B

PARCEL C

PARCEL D

PARCEL E

PARCEL H

PARCEL J

5100
0.47 AC

NE COR
A CORYELL
DLC 59

SEE MAP 18030200

SEE MAP 18031010

SEE MAP 18031100

SEE MAP 18031122

REVISIONS
11/20/2009 - LCAT167 - CONVERT MAP TO GIS
06/10/2014 - LCAT155 - NTL 4801 OUT OF GAP
05/12/2016 - LCAT142 - MAP COR TL 500 & 180302303800 AND TCA
11/09/2017 - LCAT155 - ANNEXATION PORTION FRANKLIN BLVD
12/04/2017 - LCAT174 - ACRE CORRECTION TL 7500
11/01/2018 - LCAT174 - ACRE AND MAP CORRECTION TL'S 8300 & 8400

SPRINGFIELD
18030233

FOR ASSESSMENT AND TAXATION ONLY

S.W.1/4 S.W.1/4 SEC. 2 T.18S. R.3W. W.M.
Lane County

1" = 100'

ANNEXATION MAP FOR TAX LOT 18-03-02-32-03800 (PARCEL 2)

Exhibit A
8 of 9
18030233
SPRINGFIELD

LCATJCG - 2018-11-01 15:42

CANCELLED
800
5900
8401

004-80

SEE MAP 18030220

SEE MAP 18030232

SEE MAP 18030340

POINT OF BEGINNING

15.

22.

21.

20.

16.

19.

18.

17.

019-06

019-08

019-02

019-24

STATE HIGHWAY NO. 225

STATE LAND BOARD

PACIFIC RAILROAD

RIVER

CENTRAL OREGON

TAX LOT 18-03-02-32-03800

WILLAMETTE

HARBOR DRIVE

INLAND WAY

NEPTUNE AVE

KREMONT AVE

FIRST ADDITION

SECOND ADDITION

THIRD ADDITION

FILBERT GROVE

PARCEL A

PARCEL B

PARCEL C

PARCEL D

PARCEL E

PARCEL H

PARCEL J

5100
0.47 AC

NE COR
A CORYELL
DLC 59

SEE MAP 18031010

SEE MAP 18031100

SEE MAP 18031122

SEE MAP 18030200

COURSES

15. S73°15'42"E, 103' +/-

16. 930' +/-

17. EAST 69' +/-

18. N08°10'54"E, 328.85'

19. N19°28'27"E, 59.05'

20. N20°13'18"E, 130.40'

21. N19°10'01"E, 91.41'

22. N07°43'12"E, 335.38'

REVISIONS
11/20/2009 - LCAT167 - CONVERT MAP TO GIS
06/10/2014 - LCAT155 - NTL 4801 OUT OF GAP
05/12/2016 - LCAT142 - MAP COR TL 500 & 1803023203800 AND TCA
11/09/2017 - LCAT155 - ANNEXATION PORTION FRANKLIN BLVD
12/04/2017 - LCAT174 - ACRE CORRECTION TL 7500
11/01/2018 - LCAT174 - ACRE AND MAP CORRECTION TL'S 8300 & 8400

SPRINGFIELD
18030233

FOR ASSESSMENT AND TAXATION ONLY

N.W.1/4 S.W.1/4 SEC. 2 T.18S. R.3W. W.M.
Lane County
1" = 100'

FOR ANNEXATION MAP OF 18-03-02-32-03800 (PARCEL 2) SEE ATTACHED MAP

Exhibit A
9 of 9
18030232
SPRINGFIELD

LCATJCG - 2022-11-28 11:40

CANCELLED
700

SEE MAP 18030314

EAST - 311.62'
N 86°53'05" E 432.27'
301.15'

POINT S0°40'W 2849' FROM NW COR SEC 2(GRID)

NO. 225
N04°32'W 301.4'
S03°02'39"E (GRID)
S04°51'E (TRUE)
WEST 400.14'

SB 120+73.73 PT
SB 121+63.27 PS
N01°38'25"E 1307.13'
S0°27'21"W

SEE MAP 18030220
L 122+48.1 POT=
L 122+50.00 POT AH

004-80

004-26
019-02
019-24

RIVER
WILLAMETTE

STATE HWY

SEE MAP 18030340

124+89.5 PC
127+11.4 PT
SB 125+63.27 PSC
SB 129+37.53 PCS
130+84.1 PC

LOW WATER LINE
TOP OF BANK

POINT IS S89°35'30"W 150' & S16°11'46"W 1376.51' FROM INITIAL POINT

N75°40'W 110'
N14°20'E 18.49'

SEE TAX MAP LAYOUT ON 18-03-02-33

N73°15'42"W 103'
S.43384
3800
1.56 AC
019-08

100
0.65 AC
1
S89°35'30"W 115.8'
9.92'
N29°13'30"E LC=48.82'
13.74'
S60°00'W 98.61'
200
S54°39'W 231.38'
DEL=23°51'
R=228.75'
T=113.97'
S55°54'56"W LC=89.71'
S02°31'08"E LC=22.32'
R=16'
S28°39'38"E LC=24.73'
S71°17'13"W 93.42'
84.76'
300
0.21 AC
S10°10'20"W LC=35'
S55°56'35"W LC=35'
R=45'
S88°08'10"W LC=14.55'
2
3
400
R=16'
500
0.24 AC
N53°13'04"E LC=22.32'
N54°52'56"W 28'
N54°52'56"W 33'
3900
N61°32'20"W 123.72'
N21°09'02"W 112'
S04°52'56"E 129.42'
S67°48'33"E 67'
145.13'
146'
451.85'
S0°29'15"W
114.34'
63.15'
34.45'
187.41'
S05°44'W
284.69'
S09°00'W 161'
FILBERT
84.01'
33.41'
600
0.48 AC
S04°13'30"E 104.13'
S04°13'30"E LC=76.67'
DEL=26°27'
R=165.43'
T=38.53'
701
0.81 AC
CHANNEL EASEMENT
S4°52'56"E 208.12'
S4°52'56"E 208.51'
PROPOSED LAKE
2
800
0.31 AC
S11°24'26"W LC=64.64'
N75°40'W 100'
900
S00°24'44"W LC=61.82'
1000
S10°15'41"W LC=43.6'
1100
1400
1500
1600
3
1700
1800
1200
0.21 AC
1300
0.22 AC
S75°40'E 145.74'
157.66'
169.59'
104.59'
S75°40'E 98'
DEL=47°45'50"
R=45'
S08°49'30"E LC=35.97'
S75°16'12"E 84.59'
1900
2000
2100
2200
0.18 AC
S49°52'17"E LC=33.88'
S14°20'W 100.1'
S84°21'40"W LC=86.31'
S69°20'E 155.91'
S63°05'30"W 625.65'
146.92'
116.59'
S67°37'12"E 110.88'
S55°56'05"E LC=35.97'
S14°20'W 95.1'
N73°32'18"E LC=31.67'
S38°50'W 84.26'
S75°40'E 72'
141.89'
2300
2400
2500
2600
2700
3600
3700
2800
0.18 AC
2900
0.14 AC
3000
3100
3200
3300
3400
0.14 AC
3500
0.18 AC
S14°20'W 280'
S14°20'W 120'
N25°22'02"E 101.66'
S55°34'16"E LC=35.6'
N78°50'48"E LC=34.12'
N51°43'45"E 117.43'
S75°40'E 150'
DEL=47°46'10"
R=45'
S68°58'14"E LC=35.6'
S75°40'13"E 90.05'
S37°37'47"W LC=35.6'
S20°04'11"E 104.98'
N50°17'02"W LC=34.13'
N03°16'04"E 101.95'
S84°13'05"W LC=35.6'
N75°40'W 353.35'
120.13'
104.26'
S02°01'30"E
36.22'
45.83'
120.33'
GROVE
HARBOR
DRIVE
FILBERT
GROVE
800

SEE MAP 18030200
SEE MAP 18030233

REVISIONS
10/09/2008 - LCAT167 - CONVERT MAP TO GIS
10/10/2008 - LCAT167 - LLA BTWN 500, 700 & 701; TL 700 CANCEL
05/25/2010 - LCAT174 - TAXCODES UPDATED
01/30/2012 - LCAT113 - MISC GRAPHIC CORRECTIONS
10/13/2015 - LCAT142 - LLA BETWEEN 3800 & 18030220-03200
05/12/2016 - LCAT142 - MAP COR TL 3800 & 1803023300500 AND TCA
05/27/2020 - LCAT174 - ADJUST TL 3800 TO MATCH SURVEY AND DESC
11/28/2022 - LCAT174 - AC CORR TL 800

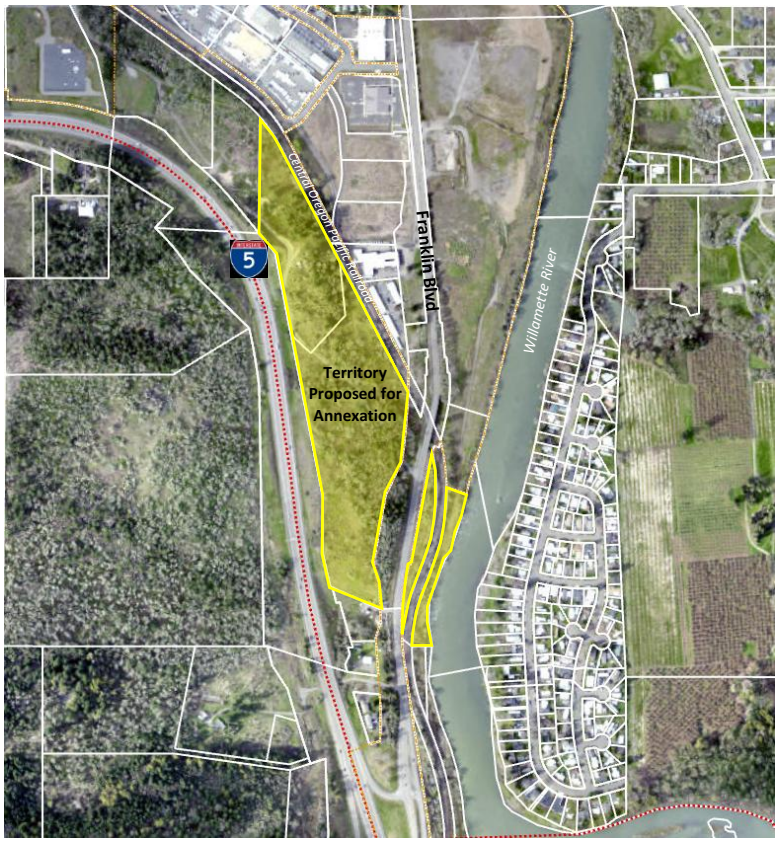
SPRINGFIELD
18030232

TYPE 4 – ANNEXATION
STAFF REPORT AND RECOMMENDATION

File Name: EWEB Glenwood Annexation

Case Number: 811-24-000309-TYP4

Proposal Location: Four vacant parcels on both sides of Franklin Boulevard between the Central Oregon Pacific Railroad bridge and 5470 Franklin Boulevard (Map 18-03-02-32, TL 3800; Map 18-03-02-33, TL 5100; and Map 18-03-03-40, TL 300 & 700)



Current Zoning & Comprehensive Plan Designation:
Glenwood Employment Mixed Use (GEMU)

Applicable Comprehensive Plan:
Springfield Comprehensive Plan

Application Submittal Date:
December 17, 2024

Public Hearing Meeting Date:
February 18, 2025

Associated Applications: 811-23-000049-PRE (Development Initiation Meeting); 811-24-000225-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 territory is not zoned or designated R-1, is larger than 10,000 ft^2 in size and does not contain a failing septic system. Additionally, the annexation territory includes land affected by the Hillside Development Overlay District and the Floodplain Overlay District. Therefore, the request is being reviewed under Type 4 procedures in accordance with SDC 5.7.115(A)(4).

In accordance with SDC 5.7.115(A)(4), the Director has provided a recommendation to the City Council under SDC 5.7.140 below.

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 April 11, 2023. Subsequently, a completeness check meeting for the annexation request was held on October 1, 2024 (File 811-24-000225-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(A)(1) and ORS 222.125, an annexation application may be initiated by Owner Consent which includes submittal of a petition for annexation signed by all of the owners and not less than 50% of the eligible electors, if any, within the subject territory.

Finding: The property owner (Eugene Water & Electric Board, referred to herein as EWEB) who owns all of the land and real property, and full assessed value of real property comprising the territory, has filed an application and petition requesting annexation to the City of Springfield (Attachment 2).

Finding: The subject property is vacant and therefore no eligible electors reside in the territory.

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

Site Information: The subject annexation area consists of four irregular-shaped parcels on the east and west sides of Franklin Boulevard near the southern edge of Glenwood. The territory is bounded on the southwest by I-5, on the northeast by the Central Oregon Pacific Railroad line, on the east by the Willamette River, and on the south by unincorporated properties not owned by the applicant. The two larger, contiguous properties on the west side of Franklin Boulevard comprise approximately 23.7 acres. Two smaller, linear parcels on the east side of Franklin Boulevard comprise approximately 2.9 acres; the eastern parcels are bisected by the Central Oregon Pacific Railroad line. In aggregate, the total annexation territory is approximately 26.6 acres.

The parcels are vacant and the western properties serve as a maintenance access driveway for EWEB powerline facilities located north of Franklin Boulevard and bounded by I-5 and the railroad line. Physical access to the properties are via maintenance driveways on both sides of Franklin Boulevard. The annexation territory is inside the Springfield Urban Growth Boundary (UGB) and it is contiguous to the City limits along the eastern edge. The purpose for annexing the property is to facilitate development of a water intake facility on the Willamette River and a public water utility installation on the western side of Franklin Boulevard.

Current zoning for the property is Glenwood Employment Mixed Use (GEMU) 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 GEMU District.

Existing public services are provided to the annexation area as follows: police (Lane County Sheriff), schools (Springfield School District for Tax Lots 700, 3800 & 5100; Eugene 4J School District for Tax Lot 300), roads (Lane County and City of Springfield), and Fire (Eugene-Springfield Fire under contract with the Glenwood Water District for Tax Lots 3800 & 5100; and Pleasant Hill Goshen Fire & Rescue District for Tax Lots 300 & 700). Springfield Utility Board (SUB) provides electrical and water service to incorporated portions of Glenwood. The Glenwood Water District under contract with SUB Water currently provides water service to this unincorporated area of Springfield. SUB Water has existing water lines within Franklin Boulevard along the boundary of the annexation area. The property requires annexation for a future service connection to be extended to the nearest available public sanitary sewer system located on the north side of the Central Oregon Pacific Railroad line near Newman Street. The developer will be responsible for connecting to necessary public utilities (water and sanitary sewer) located in Franklin Boulevard or Newman Street to serve the annexation area. Upon annexation, the City of Springfield will be responsible for all urban services, including sanitary sewer, water and electricity (through SUB), 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 application was mailed January 23, 2025, which is more than 20 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 811-24-000309-TYP4.

Newspaper Notice. Notice of the February 18, 2025 public hearing was published in the print version of *The Chronicle* on February 6 and 13, 2025. 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 February 18, 2025 public hearing was posted in four physical places in the City: on the west side of Franklin Boulevard at the northern edge of Tax Lot 700; on the west side of Franklin Boulevard at the southern edge of Tax Lot 700; on the east side of Franklin Boulevard near the midpoint of Tax Lot 5100; and on the Public Notices bulletin board in the lobby of City Hall. The public hearing notice was also digitally posted on the electronic display in the foyer of the Development & Public Works office and on the City of Springfield website.

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 January 23, 2025 and extended through the period of February 10, 2025 when the City Council packet was finalized for publication.

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 on the west side of Franklin Boulevard comprises Tax Lots 300 and 700, which in combination are contiguous with the City limits along the east side which is the Franklin Boulevard right-of-way. Tax Lot 5100 is located on the east side of Franklin Boulevard and has contiguity with the right-of-way along the western edge. Tax Lot 3800 is isolated from the Franklin Boulevard right-of-way by the Central Oregon Pacific Railroad line. However, Tax Lot 3800 abuts the City limits along the northern boundary so this parcel also has contiguity in accordance with this requirement. 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 Springfield Comprehensive Plan, Metro Plan, and in any applicable refinement plans or Plan Districts;

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 July 2024, the *Springfield Comprehensive Plan* was adopted as the City's comprehensive plan, effectively replacing and superseding many of the provisions of the *Metro Plan.* The *Springfield Comprehensive Plan – Land Use Element* and parcel-specific Comprehensive Plan Map has made the *Springfield Comprehensive Plan* the principal policy document that creates the broad framework for land use planning within the City of Springfield. Therefore, only the elements of the former *Metro Plan* that have not been superseded by the *Springfield Comprehensive Plan* and that would apply specifically to the subject site should be considered herein. In this case, the *Urbanization* and *Economic Elements* of the *Springfield Comprehensive Plan* generally replace and supersede the policies of the Metro Plan.

Finding: The territory requested for annexation is within an area that is zoned Glenwood Employment Mixed Use which is consistent with the comprehensive plan designation. The adopted *Springfield Comprehensive Plan* applies 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 may initiate additional land use actions and entitlements necessary for constructing a public water utility facility on the site.

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 areas of the Glenwood Water District and the Pleasant Hill Goshen Fire & Rescue District. The Glenwood Water District has a contractual service arrangement with Eugene-Springfield Fire Department for provision of fire response to unincorporated areas of Glenwood. After the public hearing and Council adoption of the annexation Ordinance, the annexation area will be withdrawn from the Glenwood Water District and the Pleasant Hill Goshen Fire & Rescue District consistent with ORS 222.520 and 222.524 and the City of Springfield will provide fire and life safety services to the annexation area via the consolidated Eugene-Springfield Fire department.

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: The Glenwood Water District, under contract with SUB Water, provides water service to unincorporated areas of Glenwood. Therefore, upon annexation, the City by and through the Springfield Utility Board will provide water service to the annexation area.

Approval Standard: 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.

Approval Standard: 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 facilitate future installation of a water intake and pump station from the Willamette River on the east side of Franklin Boulevard, and a public water utility installation (i.e. treatment plant) on the west side of Franklin Boulevard. Annexation will also facilitate connection to the nearest available public sanitary sewer line which is located in Newman Street to the north of the subject property. There is no proposal to extend sewer or water to a non-annexed area. Further discussion about the water system is found in Section C below.

Finding: The subject site is within the *Phase 1 Glenwood Refinement Plan* and it is part of the McVay Riverfront sub-area. Adopted open space policies of the *Phase 1 Glenwood Refinement Plan* include: development of a riverside park corridor containing multi-use pathways; maintaining viewsheds and public accessibility to the river; and avoiding development that will restrict accessibility to the riverside park corridor. The proposed annexation does not preclude the extension of a river park or pathway system through the area nor would it prevent public access in the future.

Finding: The City's adopted Transportation System Plan (TSP) and the *Phase 1 Glenwood Refinement Plan* identify a Willamette River multi-use path along the west bank of the river from the Main and South A Street bridges south to the City's UGB. The multi-use path alignment passes through the proposed annexation area. Project PB-18 for the new 12-foot wide multi-use path has no specific timeline for completion.

Finding: Similar to the project listed above, the *Willamalane Park & Recreation District 2023 Comprehensive Plan* also identifies Project L17 which is a Glenwood Riverfront multi-use path that runs southward from the Main and South A Street bridges to Seavey Loop Road. The multi-use path alignment passes through the proposed annexation area. Annexation of the subject property does not preclude extension of a multi-use pathway along the Willamette River, and incorporation of the riverfront property into the City limits would facilitate planning and construction of the project to satisfy the *Glenwood Refinement Plan*, the City's TSP and the *Willamalane Comprehensive Plan*.

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 Springfield Comprehensive 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: Urban utilities including water and electricity are available within the Franklin Boulevard corridor or via connections to adjoining properties. 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. The following urban utilities, facilities and services are either available or can be extended to this annexation area:

Water – The Springfield Utility Board operates the public water utility system within incorporated areas of Glenwood. SUB Water also operates and maintains the water delivery system in unincorporated areas of Glenwood under contract with the Glenwood Water District. 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. SUB Water service for the proposed public water utility installation would be necessary for both potable water used for sinks and restrooms and also for fire protection (e.g. fire hydrants or building sprinklers).

Electricity – SUB owns and operates underground and overhead electrical transmission lines that have been installed along the Franklin Boulevard frontage of the site. Additionally, EWEB operates an electrical transmission line that runs from the northern edge of 5120 Franklin Boulevard westward to an intertie point in Tax Lot 300. Both SUB and EWEB electrical facilities are within or adjacent to the applicant's property. However, SUB Electric has the exclusive right to provide service to the subject property because it is within the SUB service territory. Upon annexation of the subject territory, electrical system facilities can be extended to serve any future development on the site. 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 Glenwood that are already inside the City limits. The annexation territory is currently within the jurisdiction of the Lane County and served by

the 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 portions of the annexation area (i.e. Tax Lots 3800 & 5100) by Eugene-Springfield Fire Department under contract with the Glenwood Water District. The other portions (i.e. Tax Lots 300 & 700) are within the service territory of the Pleasant Hill Goshen Fire & Rescue District. Upon annexation, the property will be withdrawn from the rural water and fire districts 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. Because the annexation territory is zoned Employment Mixed Use and the future development plans propose a water utility installation on the site, it is not expected to generate any population.

As stated above, the subject property is identified as part of a multi-use pathway corridor running from the Main and South A Street bridges southward to Seavey Loop (Project L17, *2023 Willamalane Comprehensive Plan*). Annexation of the subject territory would be an initial step in developing the site with future urban uses including utility infrastructure and park and recreation facilities.

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 *2023 Willamalane Comprehensive Plan*.

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

Schools – Both the Eugene 4J School District and the Springfield School District serve this area of Glenwood. The District Boundary splits Tax Lots 300 and 700 on the west side of Franklin Boulevard such that three of the four parcels (Tax Lots 700, 3800 and 5100) are within Springfield School District. Because the properties are not zoned for residential use and the proposed future development on the site is for a public utility facility, it is not expected that the annexation territory will generate any population requiring public school services.

Sanitary Sewer – The annexation territory is proximate to existing public sanitary sewer lines in Newman Street and in the Franklin Boulevard right-of-way north of the railroad bridge. Both locations for connection to sanitary sewer require passage across the Central Oregon Pacific Railroad line. The applicant will require public sanitary sewer service for the proposed use of water utility installation because of process water discharge and restroom facilities for operations staff. It is possible that the applicant will design a connection to the Newman Street sewer line which is located directly north of the property. The existing sanitary sewer lines in Newman Street and Franklin Boulevard have been designed and sized to accommodate full buildout of the adjacent Glenwood Employment Mixed Use properties. However, only a fraction of the total development area on both sides of Franklin Boulevard has been developed with employment uses. For this reason, the existing sewer lines should have sufficient excess capacity to accommodate normal sewage flows from the proposed annexation territory. The volume and frequency of process water discharge to the public sanitary sewer system could exceed the anticipated flows which are based on modeling the build-out of contributing properties in the Employment Mixed Use zone. If the sewer system flows exceed the modeled downstream capacity, the proposed development could trigger the requirement for the applicant to pay for or construct certain public sewer system facilities to increase capacity.

Stormwater – The subject annexation territory is not currently served by a public stormwater management system. The applicant will be required to construct and maintain a stormwater management system for any future development on the annexation territory. Currently, the annexation territory is sloping, wooded and almost entirely pervious surface because of existing vegetation. City regulations require stormwater runoff to be managed on-site to the greatest extent possible, including provision for treatment and infiltration. Overflow to the public stormwater system north of the subject property may be allowable depending on the final on-site stormwater system design prepared by the applicant and as permitted under the City's stormwater development regulations in effect on the date of submittal. Review and approval of the proposed stormwater system will be done in conjunction with a future Site Plan Review for construction of a public utility installation.

Streets – The boundary of the annexation territory is bisected by Franklin Boulevard which is an urban arterial street. The southern segment of Franklin Boulevard between the Central Oregon Pacific Railroad bridge and the I-5 onramp is not developed to urban standards and lacks curb, gutter, sidewalk, street trees, continuous street lighting and piped stormwater facilities. There are no other existing or planned public streets within the annexation territory. Future development on the subject property will derive access from Franklin Boulevard. In addition to construction of one or more commercial driveway approaches to serve the annexation area, the applicant will be responsible for a proportional contribution to frontage improvements along Franklin Boulevard. There are no curbs, gutters, sidewalks or bicycle facilities planned for the southern segment of Franklin Boulevard in the City's transportation planning horizon. Street improvements may be limited to the installation of street lighting to improve safety at the future commercial driveway approach(es) serving the annexation territory.

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. Through an intergovernmental agreement between Lane County and the City of Springfield, the City already has planning and building jurisdiction for unincorporated areas of Springfield. 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, a Development Agreement per SDC 5.1.1200, a waiver of remonstrance, or other mechanism approved by the City Council.

Finding: The area proposed for annexation is a vacant property currently zoned for Glenwood Employment Mixed Use. The subject annexation area is at the extreme southern end of Glenwood near the edge of the Urban Growth Boundary and the boundary with the City of Eugene (represented by the centerline of I-5). As discussed in Subsection C (above), there may be anticipated transportation improvements along the property frontage on Franklin Boulevard, particularly for street lighting to improve the visibility of future driveway approaches. The anticipated street lighting improvements are reasonable and proportional to the proposed future use of a water utility installation on the site which will be addressed through the Site Plan Review process. No Annexation Agreement is necessary to ensure mitigation of fiscal impact because these will all be addressed through application of the Site Plan review standards.

Conclusion: 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 subject annexation is initiated by Owner Consent and the property contains natural resource areas including Hillside Development Overlay and Floodplain Overlay. For this reason, the City Council is requested to process the request as a quasi-judicial land use action. The City Council is scheduled to give first reading of the Annexation Ordinance and hold a quasi-judicial Public Hearing on February 18, 2025 for the subject annexation request. Based on the staff analysis and recommendations, and on testimony provided at the Public Hearing, the City Council may take action to approve, modify, or deny the Annexation Ordinance at a subsequent meeting currently scheduled for March 3, 2025.

Zoning (SDC 5.7.150): The area requested for annexation is zoned and designated Glenwood Employment Mixed Use (GEMU) in accordance with the Springfield Zoning Map and the adopted *Springfield Comprehensive Plan* diagram. 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 GEMU zoning.

Effective Date and Notice of Approved Annexation (SDC 5.7.155): The subject annexation request is being presented to the City Council for consideration at an initial quasi-judicial public hearing on February 19, 2025. Second reading and potential adoption of the annexation Ordinance is scheduled for March 3, 2025. Therefore, the annexation and special district withdrawal will become effective 30 days following signature by the Mayor (April 2, 2025), 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 territories of the Glenwood Water District (contracted water and fire response to Tax Lots 3800 & 5100) and the Pleasant Hill Goshen Fire & Rescue District (Tax Lots 300 & 700). The Eugene/Springfield Fire Department will directly provide fire and emergency services after annexation. Consistent with SDC 5.7.160, notice was provided for the public hearing on February 18, 2025. Withdrawal from the Glenwood Water District and the Pleasant Hill Goshen Fire & Rescue District concurrently with annexation of the territory to the City of Springfield is in the best interest of the City. The withdrawal from the rural water and fire districts 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: The proposal complies with the annexation criteria of approval listed in SDC 5.7.140, and Council is within its authority to approve annexation of the subject territory to the City of Springfield and Willamalane Park and Recreation District and withdrawal of the subject territory from the Glenwood Water District and the Pleasant Hill Goshen Fire & Rescue District.

AGENDA ITEM SUMMARY	Meeting Date:	02/18/2025
	Meeting Type:	Regular Meeting
	Staff Contact/Dept:	Mary Bridget Smith/City Attorney's Office
	Staff Phone No:	541-744-4061
S P R I N G F I E L D	Estimated Time:	10 Minutes
C I T Y C O U N C I L	Council Goals:	Mandate

ITEM TITLE:
2024 Americans with Disabilities Act Self-Evaluation and Transition Plan Approval

ACTION REQUESTED:
Adopt/Not Adopt the 2024 Americans with Disabilities Act (ADA) Self-Evaluation and Transition Plan

ISSUE STATEMENT:
The City of Springfield is subject to Title II of the ADA and must complete a self-evaluation and maintain a Transition Plan describing how it complies with the ADA's requirements.

DISCUSSION/FINANCIAL IMPACT:
The ADA is meant to ensure that people with disabilities can fully participate in all aspects of civic life. Title II requires state and local governments to follow the ADA which includes requirements relating to communication, making reasonable modifications, providing program access to all, accessible public facilities, regular assessment through self-evaluations, maintaining a transition plan, and providing a complaint process. The City can be subject to liability for noncompliance with the ADA which can occur by community members suing the City or filing a complaint with the Department of Justice. The Department of Justice can also independently enforce the ADA.

The Council is being asked to conduct a public hearing and approve the City's 2024 Americans with Disabilities Act Self-Evaluation and Transition Plan. The 2024 Transition Plan is a revision of the 2017 plan. In this update, the City focused on access to programs and services. The update process included a staff self-evaluation and public outreach. The outreach relied on social media and electronic methods for the general public and a targeted outreach to stakeholders.

The Transition Plan will be reviewed again in five years.

Attachments

1. 2024 ADA Self-Evaluation and Transition Plan
2. PowerPoint Presentation

2024 Americans with Disabilities Act Self-Evaluation and Transition Plan

Adopted by the Springfield City Council on _____, 2025.

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Introduction

In enacting the Americans with Disabilities Act of 1990 (ADA), Congress intended to "provide a clear and comprehensive national mandate for the elimination of discrimination against individuals with disabilities." The City of Springfield recognizes that this mandate sets the minimum requirements for accessibility in public programs, services, and facilities, but that truly equitable access most often results when agencies seek to go beyond the minimum mandated requirements. The City of Springfield continually strives to achieve equitable access for all its programs, services, activities, and facilities for persons with disabilities. This 2024 ADA Self-Evaluation and Transition Plan establishes the City's ongoing commitment to that effort.

The Rehabilitation Act of 1973

Section 504 of the Rehabilitation Act makes it illegal for the federal government, federal contractors, and any entity receiving federal financial assistance to discriminate on the basis of disability. Local governments that receive federal funds must ensure that persons with disabilities have equal access to any programs, services, or activities receiving federal financial assistance. Covered entities also are required to ensure that their employment practices do not discriminate on the basis of disability.

The Americans with Disabilities Act of 1990

Signed into law in 1990, the ADA builds upon the foundation laid by Section 504 of the Rehabilitation Act. It uses as its model Section 504's definition of disability and then goes further, covering all state and local governments. The ADA has five separate titles; Title I and II are applicable to the City of Springfield. Title I prohibits discriminatory employment practices by public and private employers. Title II prohibits state and local governments from denying persons with disabilities the equal opportunity to participate in their services, programs, or activities, either directly or indirectly through contractual arrangements.

ADA Coordinator

Title II of the ADA requires all state or local government entities with 50 or more employees to appoint a responsible person to coordinate the administrative requirements of ADA compliance and to respond to complaints filed by the public.

The City of Springfield's ADA Coordinator is responsible for coordinating with the City's efforts to comply with Title I and Title II of the ADA, and for investigating any complaints regarding ADA violations.

ADA complaints, requests for accommodation, and other ADA-related correspondence can be directed to the City ADA Coordinator:

Jamie Iboa
City of Springfield
225 Fifth Street
Springfield, OR 97477
Phone: 541-726-3724
Email: jiboa@springfield-or.gov

Requesting an Accommodation

Under Title II of the ADA, all state and local governments are required to take steps to ensure that their communications with people with disabilities are as effective as communications with others. The City is required to make accommodations for persons with disabilities, except when providing an accommodation would fundamentally alter the nature of the service or program in question or would result in an undue financial and administrative burden.

To request an accommodation, a person with a disability or their representative must submit a request for an accommodation. Other than a request for an interpreter for the hearing impaired at a public meeting, a request for an accommodation should be submitted at least 5 days prior to the date of the scheduled program, activity, or meeting for which the accommodation is requested to allow enough to time to fulfill the request. To arrange for services, contact the City Manager's Office at 541-726-3700 or cmo@springfield-or.gov or the City ADA Coordinator Jamie Iboa at 541-726-3724 or jiboa@springfield-or.gov.

The following sections explain some of the accommodations that may be made available upon request.

Hearing Assistance/Sign Language Interpreters

If you need a sign language interpreter or captioning to attend a meeting or public meeting, please contact the City Manager's Office or the City ADA Coordinator (contact information provided above). For public meetings, an interpreter or open or real-time captioning will be provided for the hearing

impaired with 48 hours' notice prior to the meeting. Assistive listening systems are available for the hearing impaired in the Municipal Courtrooms and City Council Chambers (e.g. hearing loop systems), and at some public reception areas such as the Springfield Public Library and City Manager's Office.

Alternate Formats

Requests for City materials such as brochures, forms, newsletters, reports and plans to be put in alternate formats such as Braille, large print, or electronic form can be made through the ADA Coordinator or the applicable department. The City will respond to the request for an alternate format within 15 calendar days at no cost to the requestor. All requests for accommodations will be kept on file for at least three years.

If another type of accommodation is requested or if further assistance is needed, please contact the ADA Coordinator (contact information provided above).

Filing an ADA Complaint

To better serve the public, the City of Springfield has instituted a formal ADA complaint procedure. The complaint procedure provides citizens with a means to file complaints alleging discrimination on the basis of disability in the City's provision of services, activities, programs, and benefits, or in the City's employment practices and policies. A copy of the City's ADA Complaint Procedure is available at https://springfield-or.gov/accessibility/.

Complaints should be in writing and should contain specific information about the alleged discrimination including the name, address, and phone number of the complainant, as well as the location, date, and description of the alleged discrimination. Alternative means of filing complaints, such as personal interviews or a tape recording of the complaint, will be made available for persons with disabilities upon request.

The complaint should be submitted to the City by the complainant or their designee as soon as possible but not later than 60 calendar days after the alleged discrimination occurred. The City has provided a complaint form, available at https://springfield-or.gov/accessibility/, to assist persons with filing complaints. All complaints should be submitted to the City ADA Coordinator.

The ADA Coordinator or another City representative will contact the complainant within 15 calendar days of receiving the complaint to schedule a

meeting to discuss the complaint and possible resolutions. Within 15 calendar days of the meeting, the ADA Coordinator will respond to the complaint, in writing, and where appropriate and requested, in a format accessible to the complainant. The written response will explain the position of the City and offer suggestions for substantive and feasible resolution of the complaint. If the complainant is not satisfied with the City ADA Coordinator's decision, the person may appeal the decision to the City Manager within 15 calendar days of the date of the decision.

The City's formal complaint process is not exclusive. A person filing a complaint with the City may also file a complaint with other state or federal agencies or in court. Other agencies may have different time limits for filing complaints. All ADA complaints received by the City, responses by the City, and other records of resolution of the complaint shall be retained by the City of Springfield for a minimum period of 3 years from the date of the complaint.

Self-Evaluation and Transition Plan Process

Title II of the ADA requires public entities with more than 50 employees to conduct self-evaluations to review the accessibility of their programs, services, and activities. The ADA also requires public entities with more than 50 employees to develop a Transition Plan that sets forth the necessary steps for and program changes or structural changes to facilities that are needed to make programs accessible.

In July 1992, the City of Springfield published its first self-evaluations and Transition Plan and published a Final Report in 1995 detailing the progress made up to that point. Beginning in 2014, the City set out to update its self-evaluations and Transition Plan, as the 1992 plan had become outdated as technologies, ADA law, and City programs and facilities have evolved. The Springfield City Council adopted the updated ADA Self-Evaluation and Transition in September 2017. The City set a goal of updating the plan on a 3- to 5-year basis, but this work was significantly delayed by the 2020 COVID-19 global pandemic. Work to update the 2017 plan began in 2022, with new self-evaluations of City services and programs conducted in 2023 and early 2024. This 2024 Americans with Disabilities Act Self-Evaluation and Transition Plan updates, revises, and replaces all other previously published Transition Plan documents.

Every City department that provides a service, program, or activity to the public has completed a self-evaluation survey to identify any policies or

practices that are inconsistent with the requirements of the ADA. Copies of the City's self-evaluation survey forms are available upon request to the City's ADA Coordinator.

The City is also systematically reviewed the accessibility of buildings and other public facilities owned or operated by the City. The Transition Plan detailing the City's plan to remove structural barriers to accessibility in its buildings and public facilities, including barriers in public sidewalks and curbs, can be found in this plan.

Going forward, the City will continue to periodically review the accessibility of its programs, activities, and services, by conducting departmental self-evaluations. This ADA Self-Evaluation and Transition Plan will be reviewed every three to five years and updated to track the City's progress in making the needed changes to the accessibility of City services, programs, and activities and any structural changes to City facilities.

Public Outreach

As required by the ADA, this 2024 ADA Self-Evaluation and Transition Plan will remain posted on the City's website. Other ADA documents, including the City of Springfield's American with Disabilities Notice and Nondiscrimination Notice, are available on the City's website at https://springfield-or.gov/accessibility/. Alternate forms of these documents will be made available for persons with disabilities upon request.

The City's primary goals for conducting public outreach on the draft 2024 ADA Self-Evaluation and Transition Plan are to meet the requirement for a public comment opportunity and to foster an open and transparent process that invites active participation from all community members. By engaging the public, the City aims to develop a shared community vision that reflects diverse perspectives and needs. The City developed a Public Involvement Plan to guide community engagement in developing this 2024 ADA Self-Evaluation and Transition Plan, which was reviewed by the Springfield Committee for Citizen Involvement at their meeting on August 6, 2024.

The outreach relied on social media and electronic participation with a general and targeted approach. For example, information was posted on the City's website and accompanying social media posts disseminated the request for feedback widely. Then, specific requests to community stakeholders helped bring in comments from persons with lived experience and expertise.

Self-Evaluation of City Services, Programs, and Activities

Customer Service (walk-in, telephone & letters/emails)

The City has a history of committing to addressing physical accessibility problems in public spaces, through renovation of existing facilities and relocation of key departments and services to compliant buildings. That work has continued with significant remodeling to City Hall throughout 2023 and 2024. In addition, the City has fully embraced and encouraged use of electronic communications tools, like the internet and email, to interact with and provide information to its customers.

The 2017 ADA Self-Evaluation and Transition Plan identified several necessary non-structural changes to City programs, services, and facilities. The following changes were accomplished following adoption of the 2017 plan:

- For departments that use automated phone menu systems on their main public line (i.e. press 1 for…), ensure there is an easy one-step way to bypass the message and reach a live person during regular business hours. If lack of staffing makes this impossible, ensure there are other ways for people to reach your staff (e.g. email addresses posted on your department's webpage, allow in-person drop-in visits, etc.).
- Publicize the state Relay service number used by the City (711) in all email signature blocks that include the City's main information phone number, an individual employee's phone number, or a department's telephone number.
- Ensure that pathways are clear of protruding or hanging objects and barriers such as tables, chairs, coat racks, easels, signs, equipment or boxes. Ensure that a clear pathway is at least 36 inches wide.
- Ensure that all permanent directional and room identification signage use large fonts, high contrast colors, non-reflective materials, raised lettering and Braille translations where appropriate, and are clear of visual or physical obstructions.

The following non-structural changes were not instituted following adoption of the 2017 plan, and will be implemented in the next year following adoption of this 2024 plan:

- Provide at least one TTY text telephone per City facility.

- Install signage at any non-accessible entrance to a public facility with directions to the nearest accessible entrance. This work is already underway in 2024 as part of planned upgrades to City Hall wayfinding signage.
- Publicize the state Relay service number used by the City (711) on all City letterhead, business cards, phone books, or webpages, or other documents that a phone number for City department or individual employee.
- Post a notice of program and service accessibility flyer in each publicly accessible lobby or reception area, in all City facilities, clearly stating the City's intent to provide equal access to all services, programs and activities. A copy of the Notice is already posted to the City's website and available at https://springfield-or.gov/accessibility/.

The following non-structural changes were instituted following adoption of the 2017 plan on an inconsistent basis. The results of the 2023 self-evaluations demonstrate that additional, ongoing training is needed to ensure City employees are aware of these requirements:

- Publicize the state Relay service number used by the City (711) on all City email signatures that include a phone number for a City department or individual employee.
- Include the following information beneath the signature line of every letter or email sent to a member of the public:

  > *We are committed to accessibility. Let me know if you need this information in a different format.*
  >
  > *To learn more please visit* Accessibility - City of Springfield Oregon

- Whenever possible, ensure that documents sent to a customer as an attachment to an email are in an accessible format (e.g. a PDF created using portable document format software, but not any document that is made up only of scanned images).

Public Meetings/Hearings & Events

The City works hard to ensure its public meetings, hearings and events are open and accessible to all community members, regardless of disability. In addition, the City works directly with community event organizers to help

ensure events using City streets, parks or other resources are compliant with the ADA.

The City successfully implemented the following recommendations identified in the 2017 ADA Self-Evaluation and Transition Plan related to public meetings, hearings, and events:

- Provide accommodations to people with disabilities as requested at all public meetings, hearings or other public events. This includes, but is not limited to, providing American Sign Language interpreters, open or real-time captioning, additional wheelchair seating and additional disabled parking spaces close to the entrance(s). Instructions about how to accommodate these requests should be provided to all employees, with reminders sent out at least annually.
- Clear doorways and primary paths of travel at a meeting or event location of obstructions or barriers, such as signs, boxes, chairs and electrical cords. Accessible pathways should be at least 36" wide.

The following recommendations were instituted following adoption of the 2017 plan on an inconsistent basis. The results of the 2023 self-evaluations demonstrate that additional, ongoing training is needed to ensure City employees are aware of these requirements:

- Locate and inventory all assistive listening devices/FM transmitters and create a system for making them available to all departments (e.g. Outlook calendar checkout system) and include step-by-step operating instructions for use with each device. Verify that devices are operational once per year or in advance of any requested use and replace/repair devices promptly.
- Include the following or a similar statement within the body of any email, news release, advertisement, or mailed invitation regarding City-sponsored meetings or events:

  > *To request an accommodation at this (meeting/event), please contact [name of event contract, phone #, TTY # - if any, Relay: 711, Email: ____@springfield-or.gov] by [date that is 5 business days before the event].*

Printed Materials

The City produces a variety of informational and promotional materials for public use including maps, brochures, forms, newsletters, fact sheets, reports, plans and the Senior Messenger newspaper.

The following recommendations were instituted following adoption of the 2017 plan on an inconsistent basis. The results of the 2023 self-evaluations demonstrate that additional, ongoing training is needed to ensure City employees are aware of these requirements:

- Provide documents and other printed materials in alternate formats, as requested, in all departments. This includes Braille, audio recordings, enlarged print and digital formats at no charge to the individual making the request. Instructions about how to provide these alternate formats should be provided to all employees, with reminders sent out once a year.
- The following information (or similar) on all printed materials provided to the public, including brochures, fact sheets, handouts, flyers, maps, plans, forms, reports and newsletters. If a document will be used for longer than one year without updates, a generic customer service phone number and department email address must be used.

  We are committed to accessibility. Let us know if you need this information in a different format.

  Phone: _____ / TTY: _____ (if any) / Relay: 711

  Email: _____@springfield-or.gov

Web Sites

The City of Springfield recently completed a comprehensive redesign and relaunching of its primary website http://www.springfield-or.gov/. The updated website is designed to comply with the Web Content Accessibility Guidelines (WCAG) 2.1 to meet ADA requirements, and includes a convenient accessibility menu that allows website visitors to select accessibility features based on their needs (such as enabling a screen reader or adjusting font size and contrast, adjusting brightness, etc.). The Accessibility webpage at https://springfield-or.gov/accessibility/ provides information on the website's accessibility features and instructions for contacting the City's website development Customer Support.

The City provides public information on other third-party websites such as Municipal Court payments, public planning outreach and information (SpringfieldOregonSpeaks.org), and online public documents hosted by Laserfiche. These platforms are hosted and maintained by third parties but the City is responsible for providing the content on the sites. The recommendations outlined below apply to information the City uploads or links on these websites, particularly those regarding accessible documents and photographs.

The following recommendations were not instituted following adoption of the 2017 plan, and will be implemented in the next year following adoption of this 2024 plan. Many of these recommendations are being implemented through training of website administrators for the City's updated website:

- Ensure that all fillable electronic forms are accessible by computer screen reading software for those with sight limitations. The City's website administrators are encouraged to purchase screen reading software like that used by people with such disabilities, to test the accessibility of webpages, forms, and documents.
- Post links to PDF documents only if they were created from the original, editable document.
- TIF or JPG formats for text documents not be used unless another link to an accessible PDF or text-only document is provided along with it.
- A document scanner will not be used to create a PDF or TIF on any webpage unless a text version of the document is also provided.

The following recommendations are added to this 2024 plan and will be implemented in the next year:

- All images will include alternative text that provide a short description of the image.
- Alternative text for maps and other similar infographics will alert persons with visual impairments that screen reading software may not be compatible with the map or infographic, and will include information for how to contact a live person to help interpret the map or infographic.

Procurement and Contracting

The City currently uses criteria that do not discriminate based on disability when selecting contractors, consultants or vendors for City projects or services. However, federal regulations also require that any outside contractors

receiving City funding, or receiving federal funding through the City, comply with the requirements and regulations of Title II of the ADA and Section 504 of the Rehabilitation Act.

As provided in the 2017 ADA Self-Evaluation and Transition Plan, the City revised its Request for Proposals, contracts, and other bid solicitation documents to include a statement explaining that all businesses, organizations or individuals contracting with the City of Springfield must comply with applicable provisions of the Americans with Disabilities Act, 42 USC Section 12101 et seq., and Section 504 of the Rehabilitation Act of 1973. The City also provides contractors and potential contractors with links to other resources about the ADA and Section 504. Additionally, the City adopted updated standard specifications in 2021 and 2024 that enhance the ADA compliance requirements for public improvement projects constructed under City contracts.

Employee Training

The 2017 ADA Self-Evaluation and Transition Plan identified the need for regular and recurring employee training about a variety of subjects related to the requirements and regulations of the ADA. The 2023 self-evaluations demonstrates that the City has had mixed success with improving regular and recurring employee training. The City readopts the following recommendations from the 2017 plan and commits to implementing these recommendations more consistently following adoption of this 2024 plan.

Training information can be provided to employees through written procedures and other self-directed training tools (e.g. PowerPoint presentations, videos, etc.), through online training courses, formal classroom training, or other means. The Northwest ADA Center provides many free, publicly accessible resources for ADA training (www.dbtacnorthwest.org). Training on the following topics will be provided within the next calendar year:

- Locating and using TTY text telephones and the State of Oregon third-party Relay telephone system (placing and receiving calls);
- Responding to requests for materials in alternate formats, including accessing Braille printers, getting audio recordings, providing enlarged text, etc.

- Responding to requests for accommodations at public meetings and events, including getting a sign language interpreter, securing additional disabled parking spots, etc.
- Providing accessible online content (alternate text, fonts, PDFs).
- Working with disabled members of the public (culture and etiquette).
- Accommodating individuals with service animals.
- General information about the ADA and Section 504 of the Rehabilitation Act of 1973 and their legal requirements as it pertains to the City.
- General information regarding how the ADA and Section 504 are different from Section VI of the Civil Rights Act of 1964.

In addition to providing this information to all existing employees and new hires, the City will provide all employees with annual reminders about the ADA requirements with links to instructional information. Any changes to the law affecting the City will be monitored and shared with employees as appropriate. This continuing education effort should occur in coordination with the regular updates that will be made to this 2024 ADA Self-Evaluation and Transition Plan.

Transition Plan for City of Springfield Facilities

The City of Springfield owns and either operates or leases several buildings, facilities, and parking lots. Some of these properties are not open for public use or do not house public services, programs, or activities that are covered under Title II of the ADA, but many do. The City of Springfield does not own or operate any parks, community centers, or other recreational properties because the community is served by Willamalane Parks and Recreation District. In late 2021, Willamalane adopted an ADA Transition Plan intended to remove all barriers to accessibility at its parks and facilities within 15 years.

Since the ADA regulations took effect in 1992, the City has conducted numerous site visits, surveys, and inventories of its facilities. Public facilities constructed since 1992 were ADA compliant at the time of construction. The City's primarily focus for accessibility in public facilities is in repairing, renovating, and eliminating many of the identified barriers and deficiencies in older facilities. The City prioritizes its ADA facility improvements based on how much

public use the facility receives and the types of services it houses. The City is committed to bringing all its facilities in full compliance with the ADA as soon as possible, subject to available funding and other resources.

City Buildings

City buildings that offer programs, services, or activities that are covered under Title II of the ADA as of 2016 are as follows:

- City Hall, including the Springfield Public Library
- Springfield Justice Center
- Springfield Operations and Maintenance Building
- Fire Stations 3, 4, 5, 14 and 16
- Springfield History Museum
- City-owned buildings leased to other entities for providing public services, such as the City's downtown parking enforcement contractor

In addition, the City of Springfield and Springfield Economic Development Agency, the urban renewal agency for the City, own many properties that are leased to private entities or held for future redevelopment purposes. Some of these properties include buildings or other premises that are subject to Title III of the ADA, which is not covered under this plan.

Priorities for Accessibility Upgrades

The City's highest priority is to make its facilities accessibility where specific requests or complaints identify the need to make accessibility changes. When structural changes must be made, absent specific requests or complaints, the City prioritizes upgrades to City-owned facilities per the following list, starting with the highest priority:

- City Hall, including the Springfield Public Library
- Springfield Justice Center
- Springfield History Museum
- City-owned buildings leased to other entities for providing public services, such as the City's Downtown Parking enforcement contractor

- Springfield Operations and Maintenance Building
- Fire Stations 3, 4, 5, 14 and 16

The following is a list of recent changes made to City buildings or other public facilities as part of a continuous effort to upgrade accessibility. Many of these upgrades were made possible by one-time funding from the federal government under the American Rescue Plan Act of 2021.

- The City Council meeting chambers were significantly remodeled. ADA improvements to the City Council chambers include: installing a hearing loop, ADA compliant ramp to the dais, replacing the prior pew benches with moveable chairs to allow more accessible seating arrangements, and replacement of the fixed podium for public testimony with a speakers' table that can be raised or lowered to accommodate persons with mobility-related disabilities. The speakers' table is preprogramed with options to change height for chair seating, wheelchair seating, and standing.
- The City installed automatic door operators at more locations leading to public service counters, including the planning and building services counter in the Development and Public Works Department at City Hall.
- The City made changes to the public access points at City Hall. Public entrances are now located on the west side near the Springfield Public Library and the south side near the Springfield History Museum. These entrances are fully ADA accessible, including elevator access and automatic door operators. As part of this project, the City will install improved way-finding and signage in City Hall. This will include directional signage from the accessible parking spaces near these entrances, to the closest public entrance and elevators.
- Necessary repairs to the south entrance elevator were completed in 2023 and the elevator meets current ADA standards. The west side elevator near the Springfield Public Library was also evaluated and determined to meet ADA dimensional standards. The City will continue to maintain and repair these elevators, as needed, to ensure accessibility to public entrances.

- The City continues to incrementally replace all door knobs in City facilities to meet current ADA standards and will add automatic door openers to all publicly accessible spaces. The City will prioritize adding automatic door openers and accessible door handles based on frequency of public use and based upon requests for accommodation.
- The City will evaluate how to provide emergency power to City Hall elevators to provide access should the building operate during a power outage.
- Older non-compliant meeting room furniture should be modified or replaced to allow better accessibility as funding allows and as rooms are remodeled or upgraded.
- City Hall public restrooms need the following upgrades for full accessibility. Providing full accessibility in City Hall public restrooms will require significant remodeling of those facilities. The City is presently exploring potential funding options for these renovations.
    - Sinks and/or counters adjusted to proper mounting heights.
    - Urinals adjusted to proper mounting heights.
    - Stall sizes adjusted to accessible dimensions.

City Streets, Sidewalks, and Curbs

The ADA requires that persons with disabilities have equal access to City services, including sidewalks. Curb ramps allow access to sidewalks and street crossings available to all persons and are required for all streets with sidewalks. Regular sidewalk repairs and maintenance are generally considered to be the responsibility of the property owner. The City collects complaints about sidewalk uplifts and other barriers and notifies property owners of their responsibility to make the needed repairs. Staff often follow up personally with affected property owners to secure the needed repairs.

Projects needed to bring City sidewalks, curbs, and curb ramps up to present ADA standards are identified in the City's Capital Improvement Plan when known. The City of Springfield has over 260 miles of sidewalks, and more than 2,000 intersections to maintain. The City presently lacks sufficient funds to complete all identified accessibility projects within the next year, as explained

below. The City is committed to seeking additional sources of funding to accomplish the structural changes required under this plan.

The City has already implemented the following programs, policies, and funding mechanisms to address accessibility needs, including the following:

- All new transportation capital projects include pedestrian access and meet current ADA standards and guidelines.
- Funding for curb ramp construction or replacement is included in all pavement management overlay projects, including projects funded by voter-approved general obligation bonds.
- All new developments and site expansions are required to include ADA facilities.
- The Springfield Development Code Transportation System Plan implementation project, adopted in 2020, includes clarification and reinforcement that the U.S. Access Board's Public Right of Way Accessibility Guidelines (PROWAG) apply to construction within City-owned public rights-of-way. The City continues to seek funding sources for completing projects identified in the system inventory and to address specific citizen requests. Examples include seeking state funding for transportation improvement projects and grant funding for a more detailed inventory of the City's pedestrian facilities.

In addition, the Oregon Department of Transportation (ODOT) has jurisdiction over state highways within the City of Springfield, and is responsible for ADA compliance on those facilities. ODOT is reviewing around 683 curb ramps in Springfield to see what is needed to bring them to current ADA standards. Construction on ODOT-owned curb ramps in Springfield is scheduled to occur during 2025-2027. More information can be found on ODOT's project website at https://www.oregon.gov/odot/projects/pages/project-details.aspx?project=22985

Priority Service Areas

Title II of the ADA requires transition plans to "[give] priority to walkways serving entities covered by the Act, including state and local government offices and facilities, transportation, places of public accommodation, and employers, followed by walkways serving other areas." The City has identified

Priority Service Areas for ADA improvements. Priority Service Areas are identified based upon the following characteristics:

- Intersections within $^1/_4$ mile of schools;
- Intersections within $^1/_4$ mile of public buildings;
- Intersections within $^1/_4$ mile of hospitals;
- Intersections within $^1/_8$ mile of transit stops; and
- Intersections within $^1/_4$ mile of public parks.

System Inventory

In 2013, as part of the last Transition Plan update, the City conducted a preliminary scoping study to estimate the number of intersections lacking curb ramps using the City's GIS-based public works database. The scoping study was limited to identifying sidewalks that are missing curb ramps; the study did not reflect areas provided with substandard curb ramps or those in need of repairs. The scoping study generally showed that approximately 37% of intersections were missing ADA curb ramps, with 16% located in Priority Service Areas.

RESULTS OF 2013 SCOPING STUDY

Total Maintained Street Segments	2155
Intersections with ADA Ramps	1360
Intersections without ADA Ramps	795
Intersections in Priority Service Areas without ADA Ramps	355
Percent in Priority Service Areas without ADA Ramps	16%

Since the last Transition Plan, the City has improved its process for tracking the condition and ADA compliance for curb ramps. Starting in approximately 2020, contractors working on public improvement permit projects and capital improvement projects must file standardized and detailed ADA inspection forms for all curb ramps affected by that project. These forms are incorporated as a layer in the City's online mapping system by location and are available to the public to review. Over time, this mapping layer will be a comprehensive inventory of the ADA-compliant curb ramps in Springfield.

When planning and designing capital improvements and reviewing developers' public improvement permit plans, the City assumes that any intersection that does not have an associated curb ramp inspection form is not compliant with the ADA. Construction for these intersections must either include new curb ramps or curb ramp reconstruction, or provide documentation that the existing curb ramps comply with current ADA standards.

Funding Sources and Limitations

Due to ongoing funding imbalances in the City street fund, the City lacks funding to make all needed ADA upgrades to City sidewalks and curbs within the next year. The City collects approximately $4 to 5 million per year from state gas taxes, and approximately $900,000 per year through the local gas tax. Most of these funds go toward the City's ongoing street maintenance needs (including maintaining existing sidewalks and curb ramps). Approximately $1.3 million is available for preservation and repairs to the street system, including repairs to curb ramps and sidewalks. It would cost the City approximately $50 million to fund all necessary street repairs and preservation projects, not including the cost to construct missing curb ramps or sidewalks.

Inflation of construction and maintenance costs in recent years are compounding the City's funding challenges. For example, street striping has increased from $0.50 per foot to $5 per foot over recent years, including materials and contractor labor.

Springfield voters have supported street preservation projects in recent years that have helped address the City's backlog of repairs and substandard or missing ADA facilities. In 2018, the Springfield voters adopted Ballot Measure 20-296, approving a five-year $10 million bond to fund repairs on highly traveled City streets. The bond-funded projects were constructed during the period from 2019 from 2022 and included construction of missing curb ramps and reconstruction of substandard curb ramps on the repaired streets. These bond-funded projects enabled the City to make substantial progress in upgrading curb ramps along many high traffic streets in Springfield. In May 2024, Springfield voters again approved a five-year bond for street repair and preservation projects; the recent Ballot Measure 20-351 provides $20 million funding over five years. The 2024 bond projects will also address sidewalks and curb ramps in each project area that do not meet ADA standards.

The 2024-2029 Capital Improvement Program includes more funding than in the past for Transition Plan projects, reflecting the City's priority on improving

accessible transportation citywide. The below funding is in addition to the City's large reconstruction projects assisted with state or federal funding, such as Mill Street reconstruction, which include providing sidewalks and curb ramps to meet ADA requirements.

- For 2025-2029, $100,000 each year for Transition Plan sidewalk projects located in Priority Areas.
- For 2025-2009, $35,000 each year for general traffic control improvements, including ADA upgrades to pedestrian signals and signage where needed.
- In 2025, $415,000 from Lane County dedicated to Aspen Street and Menlo Loop in west Springfield for pavement improvements, including sidewalk and curb ramp installation and repairs.
- In 2024, $151,000 for the "Filling the gaps" sidewalk infill project.

CITY OF SPRINGFIELD, OREGON

AMERICANS WITH DISABILITIES ACT (ADA) TRANSITION PLAN

2024

AGENDA

1

Review ADA Obligations and Transition Plan

2

Conduct Public Hearing

3

Adopt Transition Plan

ADA TITLE II REGULATIONS

- The Rehabilitation Act of 1973
- The ADA of 1990
- City ADA Coordinator - Jamie Iboa
- Complaint Process
- Reasonable Modifications
- Effective Communication
- Self-Evaluation and Transition Plan Process

Note: Employment - Not covered in the Transition Plan. City is obligated to comply under Title I of the ADA.

SELF EVALUATION OF CITY SERVICES, PROGRAMS, AND ACTIVITIES

- Customer Services
- Public Meetings/Hearings & Events
- Printed Materials
- Websites
- Procurement and Contracting
- Employee Training

TRANSITION PLAN FOR CITY OF SPRINGFIELD FACILITIES

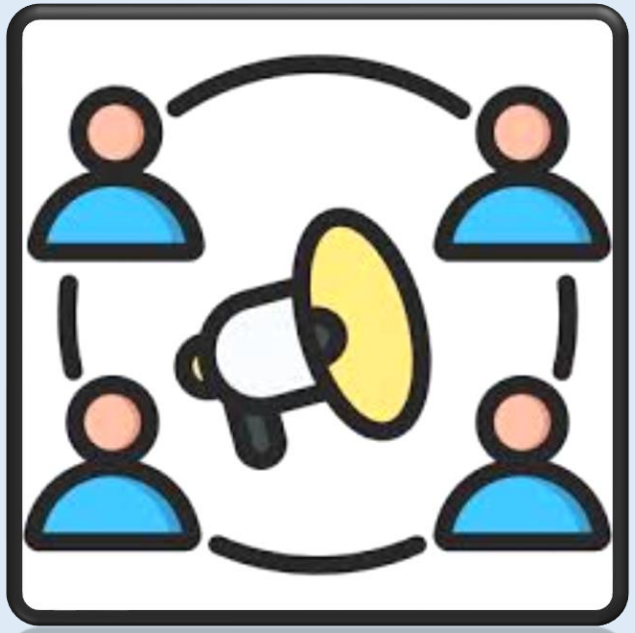
- City Buildings
- Priorities for Accessibility Upgrades
- City Streets, Sidewalks, and Curbs
- Priority Services Areas
- System Inventory
- Funding Sources and Limitations

EXAMPLES OF ADA COMPLIANT FACILITIES

ADA curb ramp before and after compliance upgrades

End of sidewalk before and after ADA compliant upgrades and stormwater drainage upgrades

PUBLIC OUTREACH SUMMARY



- Reviewed by the City's Committee for Citizen Involvement
- Conducted in the Fall of 2024
- Social Media/Targeted Email Outreach
- City Council Public Hearing
- Majority of Comments - Hearing and Deaf Community Concerns

IMPLEMENTATION

Services, Programs & Facilities

Hearing Loop/Assistive Listening Devices

Proof Website/Third Party Websites

City Hall Wayfinding

Staff Training & Awareness

Facilities

City Hall Elevators

City Hall Public Restrooms

Facility Inventory - leverage technology

NEXT STEPS:

NEXT STEPS:

IMPLEMENT PLAN

NEXT STEPS:

IMPLEMENT PLAN

AWARENESS AND LEARNING

NEXT STEPS:

IMPLEMENT PLAN

AWARENESS AND LEARNING

NEXT REVIEW 2029 - MOST LIKELY FOCUS ON FACILITIES

AGENDA ITEM SUMMARY	Meeting Date:	02/18/2025
	Meeting Type:	Regular Meeting
	Staff Contact/Dept:	Erin Fifield/Community Development
	Staff Phone No:	541-726-2302
	Estimated Time:	10 Minutes
SPRINGFIELD CITY COUNCIL	Council Goals:	Community and Economic Development and Revitalization

ITEM TITLE:
CDBG Substantial Amendments

ACTION REQUESTED:
Approve, or approve with changes, the Community Development Advisory Committee's proposed substantial amendments to prior year Community Development Block Grant Annual Action Plans and authorize the City Manager to execute all documents needed to give effect to the City's agreements with the U.S. Department of Housing and Urban Development for these funds.

ISSUE STATEMENT:
These substantial amendments would reallocate $393,154.32 in Community Development Block Grant (CDBG) funds from strategies not fully utilizing their allocation toward other projects that could more readily spend down these funds. The City is at risk of losing CDBG funds if these funds are not spent quickly. A number of previously awarded projects are either not moving forward or are undersubscribed and would most likely not spend down their full allocation before the start of the next fiscal year, when additional funds become available. These proposed amendments better align funding allocations with anticipated spending and current demand.

DISCUSSION/FINANCIAL IMPACT:
CDBG funds need to be spent in a timely manner, otherwise future funding allocations are at risk of being reduced by the U.S. Department of Housing and Urban Development (HUD).

Staff have been working with City Council to identify projects that are not ready to proceed and consider reallocating those funds toward projects and efforts that could more readily spend down the funds.
During the June 17 and July 1, 2024 Council regular sessions, Council directed staff to reallocate approximately $470,494 in CDBG funds toward new projects. Council also supported a future re-allocation of additional funding toward rehabilitation of low-income rental units and directed staff to initiate that process.

In Fall 2024, staff initiated that process, identifying additional funds available for reallocation, proposing amendments given current funding trends, publishing the proposed allocations for public notice, and receiving public comments on the proposed changes.

On Feb 5, 2025, City Council's Community Development Advisory Committee held a public hearing on the proposed amendments, discussed the public comments received and updated information on spending trends, and made a recommendation to City Council to reallocate $393,154.32 through substantial amendments to prior year plans. The recommendation includes allocating $68,206 to the City's Home Repair Program to fund the program in full through the end of the fiscal year. The remaining $324,948 is recommended to be reallocated toward the rehabilitation of income-qualified rental units.

Attachments

ATT1 - Council Briefing Memo
ATT2 - Proposed Substantial Amendments

M E M O R A N D U M **City of Springfield**

Date:	2/18/2025	
To:	Nancy Newton	**COUNCIL**
From:	Jeff Paschall, Community Development Division Director Erin Fifield, Community Development Analyst	**BRIEFING**
Subject:	CDBG Substantial Amendments	**MEMORANDUM**

ISSUE: These substantial amendments would reallocate $393,154.32 in Community Development Block Grant (CDBG) funds from strategies not fully utilizing their allocation toward other projects that could more readily spend down these funds. The City is at risk of losing CDBG funds if these funds are not spent quickly. A number of previously awarded projects are either not moving forward or are undersubscribed and would most likely not spend down their full allocation before the start of the next fiscal year, when additional funds become available. These proposed amendments better align funding allocations with anticipated spending and current demand.

COUNCIL GOALS/
MANDATE:

Encourage Economic Development and Revitalization through Community Partnerships

BACKGROUND:

Per HUD regulations, CDBG funds need to be spent in a timely manner otherwise future allocations are at risk

HUD requires the City have no more than 1.5 times its entitlement allocation on hand, otherwise the City is considered untimely in its spending of CDBG funds, putting future funds at risk. Staff have been working with the City's HUD representative over the past 18 months to address the timeliness issue. As part of that effort, the City submitted a workout plan to HUD on how it planned to spend down funds to address the timeliness issue. A key component of that plan is the reallocation of funds away from projects that are not spending down those funds quickly.

City Council directed staff in July 2024 to consider reallocating funding toward rehabilitation of income-qualified affordable housing rental units

In Spring 2024, recognizing the need to reallocate funding that had been previously awarded to a construction project that was no longer able to proceed, the City began the process to identify additional projects that were eligible for CDBG funding and could spend the funds quickly. Through the spring public comment period and public hearing process, the City identified a number of projects requesting CDBG funds. The Council's Community Development Advisory Committee (CDAC) made a recommendation to City Council and a plan was put forward in stages to pay off a loan, fund a number of new projects, and revisit the need for another substantial amendment and reallocation of funds in the Fall of 2024.

Council gave its support for funding toward a new activity, the rehabilitation of income-qualified affordable housing rental units, and directed staff to initiate the process to reallocate additional funds that were not being used or needed toward this new activity.

Substantial Amendments to Annual Action Plans follow the City's CDBG public participation process

Substantial Amendments to prior year Annual Action Plans allow the City to reallocate funds previously awarded through the CDBG Annual Action Plans. The City follows the same public participation process it uses for allocating funds through the Annual Action Plans, including the following: publishing a notice of the proposed substantial amendments in the Register-Guard or The Chronicle, soliciting public comment for 30-days, and having the CDAC hold a public hearing. The CDAC is also tasked with reviewing the public comments and making a recommendation to Council on substantial amendments to prior year plans.

Using available data through October, staff at the time identified close to $491,154 from different projects to be considered for reallocation. Since then, City staff have received public comment on these proposals and have closely tracked current program spending. See Attachment 2 for the revised proposed substantial amendments which were published for notice, and includes public comments received and updated spending data for the Home Repair Program.

Timeline for the substantial amendment process:

- Summer/Fall 2024 – Staff identified CDBG projects that will not proceed, potentially may not spend as much as first anticipated, as well as anticipated program income that can be allocated to a new project.
- November 20, 2024 – City published the proposed substantial amendments for public comment
- February 4, 2025 – City revised the proposed amendments, reducing the estimated amount to be considered for reallocation to $393,154
- February 5, 2025 – CDAC held a public hearing on the proposed amendments, considered public comment received, reviewed updated funding trends for the Home Repair Program, and made a recommendation to Council

Availability of funding for reallocation

Three CDBG-awarded projects are estimated to not need some or all of the funding initially allocated: one project is not moving forward at all, another project does not need all of the funds that were allocated, and the third is not moving forward as quickly as anticipated. Additionally, the City anticipates receiving program income that it can allocate to a needed project. In total, the City estimates it has $393,154 available to reallocate to other projects or programs.

Status of projects and programs with funding available to reallocate:

1. PLAZA wellness center rehabilitation – In July 2025, City Council allocated CDBG funding toward PLAZA's rehabilitation project that was just starting up. The funding would have paid for a portion of the rehabilitation budget. As City staff began negotiations with PLAZA, it became clear that some of the federal requirements would hinder PLAZA's timeline for completing the project and increase costs. Ultimately, PLAZA declined the CDBG award in order to proceed more quickly with their renovations.

	Unspent allocated funding	$	189,285
-	Estimated funding needed for FY25:	$	0
	Funding available to reallocate:	$	189,285

2. Tree Planting in low-income neighborhoods – Initially, $85,000 was allocated toward this activity, allowing the City's Operations Division to purchase street trees and plant them in neighborhoods with a majority of low-income households. Ops purchased trees in the fall of 2023, but the ice storm of 2024 caused a significant delay on the part of the Operations Division to finish carrying out this project; the project scope and budget were subsequently pared down. Some trees were planted in Spring of 2024, with the remaining trees planned for planting in Spring 2025.

	Unspent allocated funding :	$	70,909
-	Estimated funding needed for FY25:	$	11,909
	Funding available to reallocate:	$	59,000

3. SHOP Homeownership Program - The City has supported homeownership assistance for low-income families for decades with federal HOME and CDBG funds. Recently, however, demand for loans has been inconsistent and hard to predict. Beginning in FY23, the City saw a significant increase in the number of loans the City was able to deliver. In December 2023 alone, the City issued 3 loans of $25,000 each, for a total of $75,000. But since December 2023, the City hasn't issued a loan for homeownership assistance, and now it would seem the program is overfunded. The City has been in communication with our loan partner, DevNW, to better understand the current housing market and why we haven't issued a loan. This proposed substantial amendment would reallocate some funds while leaving $134,703 remaining for the program for FY25.

	Allocated funding remaining:	$	234,703
-	Estimated funding needed for FY25:	$	134,703
	Funding available to reallocate:	$	100,000

4. Program Income to be receipted into the CDBG program in FY25 - The City anticipates receiving $44,869.32 from a loan repayment which the City can allocate to a CDBG strategy.

Funding available to allocate:	$	44,869

TOTAL funding available to reallocate:	$	393,154

5. Home Repair Program – Since the fall, the City has seen a stark increase in the number of clients served through the Home Repair Program, as well as the cost of repairs. While previous estimates assumed some of the Home Repair Program funding would not be spent by the end of the fiscal year, more recent funding trends are showing that the Home Repair Program will run out of funds at the beginning of May without an additional allocation.

	Unspent allocated funding:	$	134,066
-	Estimated funding needed for FY25:	$	202,272
	Additional funding needed:	$	68,206

6. Rehab the existing housing stock: Repairs of income-qualified rental units – A public participation process in Spring 2024 identified the immediate need for funds to rehabilitate income-qualified affordable rental units. Council has indicated its support for this activity if funds became available. In January 2025, staff solicited a request for applications for income-qualified rental developments in need of funding for rehabilitation. The City received two applications, with total funding requested over $364,000. The CDAC has reviewed the applications and provided feedback on additional due diligence needed for one application, including a better understanding of the budget. The City also received public comment from a third property owner that was not able to apply for funds this round but indicated a need for funds in future years.

   City staff believe one project (needing approximately $316,000) is currently ready to proceed with an award of CDBG funds.

City Council's Community Development Advisory Committee (CDAC) recommendation

The CDAC recommends that Council first reallocate $68,206 to the Home Repair Program to ensure that it is funded as needed through the end of FY25. The CDAC recommends Council reallocate the remaining funds identified, $324,948, to rehab the existing housing stock through the repairs of income-qualified affordable housing rental units. The breakdown is as follows:

CDBG Annual Action Plan to be amended	**Amount to be amended**	**Prior Year Allocated Strategy and activity**	**CDAC recommendation**
FY 2022	$ 189,285	Support a human services delivery system – PLAZA rehabilitation grant	Reallocate all funds to: "Rehab the existing housing stock" – repairs of income-qualified affordable housing rental units
FY 2023	$ 59,000	Tree planting in low-income neighborhoods	Reallocate all funds to: "Rehab the existing housing stock" – repairs of income-qualified affordable housing rental units
FY 2024	$ 100,000	SHOP homeownership assistance	Reallocate $31,794 to "Rehab the existing housing stock" – repairs of income-qualified affordable housing rental units
			Reallocate $68,206 to "Home Repair Program for low-income homeowners"
FY 2025	$ 44,869	n/a – This is an estimated amount of new program income the City will receipt in	Allocate all funds to: "Rehab the existing housing stock" – repairs of income-qualified affordable housing rental units
TOTAL	$ 393,154		

Next Steps

- As approved by Council, staff will submit these substantial amendments to HUD for notification
- Staff will continue with due diligence of the application(s) received for the repairs of income-qualified affordable housing rental units and conduct the federally-required environmental review. Staff aim to contract for these funds by the end of April.
- The City meets its timeliness test!

RECOMMENDED ACTION: Approve the CDAC's recommended substantial amendments as shown in the table above.

City of Springfield
REVISED (February 4, 2025) Proposed Substantial Amendments to
Community Development Block Grant Annual Action Plans

These proposed substantial amendments were first published in November 2024 (with data available through October). Since then, the City has received public comment, and seen a stark increase in the number of clients served through the Home Repair Program, as well as the cost of repairs. While previous estimates assumed some funding would not be spent by the end of the fiscal year, more recent funding trends are showing that the Home Repair Program will run out of funds at the beginning of May without an additional allocation.

The City of Springfield is proposing substantial amendments to prior year and the current year allocations of Community Development Block Grant (CDBG) funds as follows:

#	Action Plan	Amount Amended	Prior Year Allocated Strategy and activity	Proposed Amendment
1.	FY 2022	$189,285	Support a human services delivery system – PLAZA rehabilitation grant	Reallocate funds to "Rehab the existing housing stock" through the repairs of income-qualified affordable housing rental units
2.	FY 2022	~~$18,000~~ $0	Microenterprise childcare grants	Reallocate funds to "Rehab the existing housing stock" through the repairs of income-qualified affordable housing rental units
3.	FY 2023	$59,000	Tree planting in low-income neighborhoods	Reallocate funds to "Rehab the existing housing stock" through the repairs of income-qualified affordable housing rental units
4.	FY 2024	$100,000	SHOP homeownership assistance	Reallocate funds to "Rehab the existing housing stock" through the repairs of income-qualified affordable housing rental units and/or to the "Home Repair Program for low-income homeowners"
5.	FY 2025	~~$80,000~~ $0	Home Repair Program for low-income homeowners	Reallocate funds to "Rehab the existing housing stock" through the repairs of income-qualified affordable housing rental units

6.	FY 2025	$44,869.32	n/a – This is an estimated amount of new program income the City will receipt in	Reallocate funds to "Rehab the existing housing stock" through the repairs of income-qualified affordable housing rental units
	TOTAL	~~$491,154~~ $393,154		Reallocate funds to "Rehab the existing housing stock" through the repairs of income-qualified affordable housing rental units and/or to the "Home Repair Program for low-income homeowners"

Reasons for the proposed substantial amendments

The City is proposing substantial amendments to prior year and the current year plans that would reallocate funding from projects not fully utilizing the funds toward a rental rehab fund. A public participation process in Spring 2024 identified the immediate need for rehab to income-qualified affordable rental units. Council has indicated their support for this activity if funds became available.

In reviewing each of the currently funded strategies, City staff identified a number of projects that are potentially oversubscribed and would most likely not spend their full allocation down before the start of the next Fiscal Year, when additional funds become available. To that end, the City is proposing these amendments to better align the allocations with anticipated spending, and to free up other funds to be put toward the rental rehab fund now.

Public comment: Laurel Hill staff had indicated they have two rental developments which could use repair funds in the next year or so, but were not able to apply for this round of funding. They estimate they'd need about $40,000 to reroof a 12-unit apartment, and $20,000 to reroof a 5-unit apartment.

A summary of each of the proposed amendments:

1. PLAZA rehabilitation project of a non-profit capital facility

This project was funded through a substantial amendment in July 2024. Through that community participation process, City Council decided to reallocate funds toward multiple activities, including funding the pre-development architectural costs of PLAZA's rehabilitation project of their newly acquired wellness center. As City staff began negotiations with PLAZA, it became clear that some of the federal requirements would hinder PLAZA's timeline for completing the project and increase costs. Ultimately, PLAZA declined the CDBG award in order to proceed more quickly with their renovations. This substantial amendment reallocates funds away from this activity.

2. Microenterprise grants for new childcare businesses

This project was funded through a substantial amendment in July 2024. At the time, funds were allocated to serve an estimated 8 new businesses. That number has been revised to an estimated 5 new businesses, and the proposed substantial amendment reflects this.

Public comment: Onward Eugene has stated they have additional Springfield Accelerator participants by opening up a cohort in Cottage Grove to Springfield residents, and believe they can serve 8 businesses. They are asking that the $18,000 not be reallocated from the Microenterprise childcare grants program.

3. Tree planting in low-income neighborhoods

The City has purchased 60 trees, having already planted 20 of these trees with staff from the Operations Department. The January 2024 ice storm delayed the planting of the remaining 40 trees purchased. The City Operations Department estimates it can plant the remaining 40 trees by this Spring. The proposed substantial amendment reflects this.

4. Springfield Homeownership Program (SHOP) homeownership assistance

The City has supported homeownership assistance for low-income families for decades with federal HOME and CDBG funds. Recently, however, demand for loans has been inconsistent and hard to predict. Beginning in FY23, the City increased its SHOP loan from $7,000 to $25,000 per household, and partnered with an experienced local non-profit to help administer the program. As a result, the City saw a significant increase in the number of loans the City was able to deliver. In December 2023 alone, the City issued 3 loans of $25,000 each, for a total of $75,000. At that time, with few funds in the program available, the City paused the program for a few months. During that time, the City identified other projects that were overfunded and/or not moving forward, and approved a substantial amendment that reallocated $117,000 of CDBG funds toward this program in February 2024. With the FY25 CDBG Annual Action Plan process also underway at that time, the City allocated an additional $98,000 toward the SHOP program.

But since December 2023, the City hasn't issued a loan for homeownership assistance, and now it would seem the program is overfunded. The City has been in communication with the non-profit to better understand the current housing market and why we haven't issued a loan. This proposed substantial amendment would reallocate funds while leaving $134,703 remaining for the program for FY25.

5. Home Repair Program for low-income homeowners

The Springfield Home Repair Program is a widely used and supported program. The City allocates close to 40% of its CDBG entitlement award to this program on an annual basis, which funds needed home repairs for low-income homeowners. For the past 25 years, this program has been administered by a single employee who retired this past Spring. During this transition, we haven't been able to respond to requests as quickly as in the past, which may be reflected in fewer dollars spent on this program than in years past. This proposed substantial amendment would reallocate funds while leaving $175,000 remaining in the program for FY25.

Public comment: "It's understandable that reallocation is necessary for the majority of these items. I question, however, the removal of funds from the Home Repair Program. If there is a problem with allocating funds due to the retirement of one person, perhaps a hire is in order to keep this well used program moving money into existing housing repair for low income Springfielders. I would hope that this reallocation is ONLY temporary and that subsequent years will continue to provide support in staffing and money to this essential program. thanks for all that you do for low income Springfielders" -Mike Koivula

Funding update: Since this proposed substantial amendment was first posted in November 2024 (with data available through October), the Home Repair Program has seen a stark increase in number of clients served, as well as the cost of repairs. JUL – OCT average per month spending was $12,738. NOV – JAN average per month spending was $43,091. At this rate, if the City did NOT reallocate funds from the Home Repair Program, the program would run out of funds at the beginning of May. If the City were to fund the Home Repair Program in full through the end of the Fiscal Year, based on recent funding trends, the City would need to allocate an additional $68,206.

6. New Program Income to be allocated

The City anticipates receiving $44,869.32 from a loan repayment which the City can allocate to a CDBG strategy.