



Council Business Meeting

January 16, 2023

Agenda Item	Donation of Open Space Lots to City-Wildfire Management	
From	Douglas M. McGeary	Acting City Attorney
Contact	541-552-2091	
Item Type	Requested by Council <input type="checkbox"/> Update <input type="checkbox"/> Request for Direction <input checked="" type="checkbox"/> Presentation <input type="checkbox"/> Consent <input checked="" type="checkbox"/> Public Hearing <input type="checkbox"/> New Business <input type="checkbox"/> Old Business <input type="checkbox"/>	

SUMMARY

Two Homeowners Associations (HOAs) are considering donating their shared common areas, totaling 1.09 acres and 0.57 acres, to the City. This generous act aims to enhance wildfire protection and possibly offer recreational amenities. These two parcels are adjacent to each other, and they both border a five-acre piece of City-owned land surrounding the Hitt Road water tank. Furthermore, this City-owned land connects with the Acid Castle property, a 45-acre tract purchased by the Ashland Parks and Recreation Commission in 2018. There is existing trail access and right-of-way across the properties from Birdsong Lane via Birdsong Trail that preserves public access to the future trail via City and APRC property.

The City typically does not have an interest in accepting common properties of an HOA that are otherwise the responsibility for the HOA to maintain. However, these properties both fall within a strategic wildfire management zone. The HOAs have different capacities and schedules than the city for maintaining these areas. Consolidating publicly owned and maintained land eliminates barriers to effective landscape-scale vegetation maintenance via prescribed burning. Current weed abatement is being completed each year on the City and APRC properties per Ashland Fire & Rescue administrative rules enforced via AMC 9.04. The added cost of abating additional area, should these donations be accepted, is minimal, and the HOA's have offered a donation to defray the costs of weed abatement.

POLICIES, PLANS & GOALS SUPPORTED

- Environmental resilience, including addressing climate change and ecosystem conservation
- Public safety, including emergency preparedness for climate change risk
- Quality infrastructure and facilities through timely maintenance and community investment

BACKGROUND AND ADDITIONAL INFORMATION

The attached map shows the subject properties, adjacent City and APRC properties, possible trail route, and the Potential Operational Delineations (PODs) wildfire emphasis area. The potential trail falls in the Wright's Creek corridor area of the Trails Master Plan (2020). A specific trail route utilizing these properties was proposed by committee members during the 2020 Trails Master Plan process. The Ashland Woodlands and Trails Association submitted a letter of support in favor of the donation to secure this future trail connection.

Ashland Fire & Rescue has already commissioned prescribed burn plans for the Hitt Road water tank property and Acid Castle property. Both have had initial fuels reduction treatments that set the stage for prescribed burning to cover the entire properties in line with objectives set out in the 2016 Ashland Forest Plan. Consolidating ownership reduces the logistical complexity of prescribed burning both administratively and operationally. This entire area is highly strategic to prevent wildfire from moving from the Wright's Creek drainage into





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neighborhoods in the lower Ashland Creek drainage and preventing fire from moving upslope into wildland areas of the municipal watershed...as the 1959 wildfire did.

FISCAL IMPACTS

Each of the two HOAs will provide \$2,500.00, totaling \$5,000.00, to support the City in covering the maintenance expenses for the lots. Nevertheless, the extra expenditure for extending the City's standard maintenance is minimal. Overall, ensuring a more reliable and guaranteed wildfire abatement through city management is a cost-effective measure in reducing potential risks.

SUGGESTED NEXT STEPS

This office recommends Council approve the acceptance of the agreements presented by the Strawberry Lane Meadows Homeowners Association, Inc., and the Falling Acorn Estates Homeowners Association for the transfer of real property to the City of Ashland as outlined in the attached Agreements. Additionally, it is recommended to grant the City Manager or their designee the authority to undertake all required procedures and actions to finalize these property transfers.

REFERENCES & ATTACHMENTS

- Property map
- Ashland Woodlands and Trails Association, Letter of Support
- AGREEMENT TO CONVEY REAL PROPERTY SUBJECT TO COVENANTS, CONDITIONS AND RESTRICTIONS, Strawberry Lane Meadows Homeowners Association, Inc.
- AGREEMENT TO CONVEY REAL PROPERTY SUBJECT TO COVENANTS, CONDITIONS AND RESTRICTIONS, Falling Acorn Estates Homeowners Association.



December 1, 2023

Dear Honorable Mayor and City Council,

We write to urge you to accept the donation of the two lots off of Birdsong Lane. Although there is no immediate plan to create new trails on these two properties, they lie at a critical juncture of the City and the trails, and as nearby properties become developed it will be advantageous to have flexibility in how Hitt Road is accessed by trail users. For instance, the current area where people park may not be available in the future.

In addition, we have seen great success with the separation of pedestrian and downhill bike trails elsewhere in the watershed, and in the future it may be beneficial to similarly separate the flow on Hitt Road. City ownership of these two properties would facilitate this.

Sincerely,

Ashland Woodlands and Trails Association

**AGREEMENT TO CONVEY REAL PROPERTY SUBJECT TO
COVENANTS, CONDITIONS AND RESTRICTIONS**

The parties to this agreement are Strawberry Lane Meadows Homeowners Association, Inc., an Oregon Non-Profit Corporation, hereafter referred to as “Grantor;” and City of Ashland, an Oregon Municipal Corporation, hereafter referred to as “Grantee.”

In consideration of the obligations and agreements set forth hereafter, the parties agree as follows:

1. Grantor agrees to convey to Grantee the following described real property situated in the City of Ashland, Oregon, subject to the covenants, conditions and restrictions set forth hereafter.
2. Grantee agrees to accept the foregoing conveyance subject to the covenants, conditions and restrictions set forth hereafter.
3. The real property to be conveyed by Grantor to Grantee is described as follows and hereafter referred to as the “Property”:

**OPEN SPACE “B” OF STRAWBERRY MEADOWS SUBDIVISION,
a Planned Community in the City of Ashland, Jackson County,
Oregon, according to the official plat thereof, recorded in Volume 29,
page 54 Plat Records.**

4. At the time of conveyance of the Property, Grantor shall remit to Grantee the sum of Two Thousand, Five Hundred Dollars (\$2,500.00).
5. The foregoing conveyance shall be by a statutory bargain and sale deed. Grantor shall pay the recording fee for the recordation of the deed.
6. Each of the lots in Strawberry Meadows Subdivision shall retain and have, after the foregoing conveyance, the development rights and permissible building envelope that existed prior to the foregoing conveyance.
7. After the foregoing conveyance, and subject to Oregon Constitution Art XI. Section 5, and City Charter. ART IX. Section 5 should the Grantee fail

to appropriate sufficient monies to perform under this agreement in any fiscal period, Grantee shall maintain the Property in a safe and orderly condition as property of Grantee in perpetuity, and the Grantee will not convey the Property or any part thereof to any other party.

8. Grantee will not permit any improvement to be constructed or installed on the Property.
9. The original or a copy of this fully signed agreement will be attached to the deed conveying the Property from Grantor to Grantee.

Dated: This ____ day of _____, 2023.

GRANTOR:

STRAWBERRY LANE MEADOWS
HOMEOWNERS ASSOCIATION
an Oregon Non-Profit Corporation

by: _____
Matthew Bernard, President

by: _____
Karen Kimsey-House, Secretary


GRANTEE:

CITY OF ASHLAND, an Oregon
MUNICIPAL CORPORATION

by: _____
Tonya Graham, Mayor

by: _____
Dana Smith, Clerk of the Council Pro
Tem

Approved as to Form


Douglas M McGeary
Acting City Attorney

**AGREEMENT TO CONVEY REAL PROPERTY SUBJECT TO
COVENANTS, CONDITIONS AND RESTRICTIONS**

The parties to this agreement are Falling Acorn Estates Homeowners Association, an Oregon Non-profit Corporation, hereafter referred to as “Grantor;” and City of Ashland, an Oregon Municipal Corporation, hereafter referred to as “Grantee.”

In consideration of the obligations and agreements set forth hereafter, the parties agree as follows:

1. Grantor agrees to convey to Grantee the following described real property situated in the City of Ashland, Oregon, subject to the covenants, conditions and restrictions set forth hereafter.
2. Grantee agrees to accept the foregoing conveyance subject to the covenants, conditions and restrictions set forth hereafter.
3. The real property to be conveyed by Grantor to Grantee is described as follows and hereafter referred to as the “Property”:

**THE COMMON PROPERTY, AS DEPICTED ON THE OFFICIAL
PLAT FOR FALLING ACORN ESTATES PLANNED COMMUNITY
RECORDED APRIL 1, 2011, IN VOLUME 37, PAGE 1, PLAT
RECORDS OF JACKSON COUNTY, OREGON**

4. At the time of conveyance of the Property, Grantor shall remit to Grantee the sum of Two Thousand, Five Hundred Dollars (\$2,500.00).
5. The foregoing conveyance shall be by a statutory bargain and sale deed. Grantor shall pay the recording fee for the recordation of the deed.
6. Each of the lots in Falling Acorn Estates, a Planned Community, shall retain and have, after the foregoing conveyance, the development rights and permissible building envelope that existed prior to the foregoing conveyance.
7. After the foregoing conveyance, and subject to Oregon Constitution Art XI. Section 5, and City Charter. ART IX. Section 5 should the Grantee fail

to appropriate sufficient monies to perform under this agreement in any fiscal period, Grantee shall maintain the Property in a safe and orderly condition as property of Grantee in perpetuity, and the Grantee will not convey the Property or any part thereof to any other party.

8. Grantee will not permit any improvement to be constructed or installed on the Property.
9. The original or a copy of this fully signed agreement will be attached to the deed conveying the Property from Grantor to Grantee.

Dated: This ____ day of _____, 2023.

GRANTOR:

GRANTEE:

FALLING ACORN ESTATES
HOMEOWNERS ASSOCIATION
an Oregon Non-profit Corporation

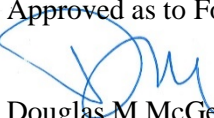
CITY OF ASHLAND, an Oregon
MUNICIPAL CORPORATION

by: _____
Allen Drescher, President

by: _____
Tonya Graham, Mayor

by: _____
Kevin McCarthy, Secretary

by: _____
Dana Smith, Clerk of the Council Pro
Tem

Approved as to Form

Douglas M McGeary
Acting City Attorney