

# Council Business Meeting

December 5, 2017

**Title:** Purchase of Real Property – 345 Clinton Street  
**From:** Michael A. Black, AICP Parks Director  
michael.black@ashland.or.us

## Summary:

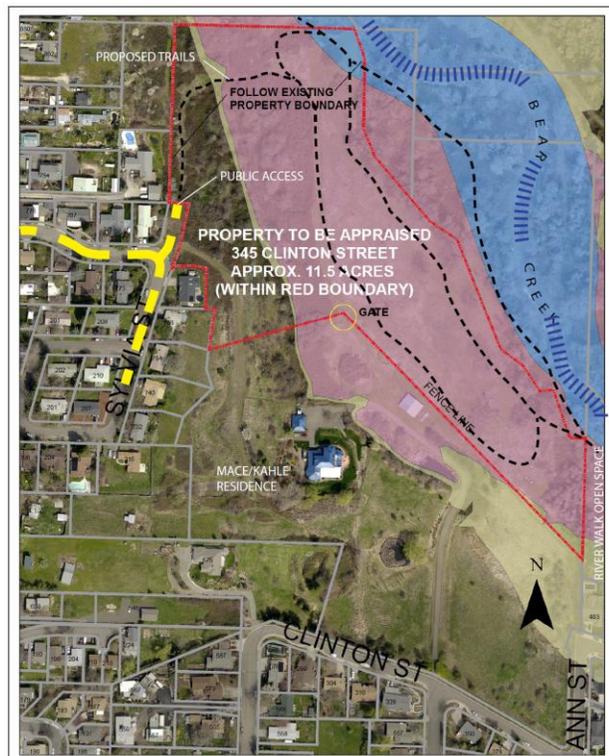
APRC is proposing to purchase 11.01 acres of land from Paul Mace and Kathleen Kahle for an extension of active transportation paths and open space along Bear Creek in Ashland. The proposed purchase has been vetted through the Parks Commissioners and they have unanimously forwarded the recommendation for purchase using parks funds.

The adjacent map of the proposed property details the area being considered for purchase within the red boundary. The trails are also laid out conceptually to show the connection from Oak Street, via Sleepy Hollow Drive, and through the property to the adjacent River Walk Open Space property. The flood zones are shown in pink for the 100 Year Flood Plain and blue for the Flood Way.

The proposed purchase of property is supported by the Open Space Plan and is funded through the Food and Beverage Tax and System Development Charges. Both of these funding sources are restricted to the purchase and improvement of park lands in Ashland.

## Actions, Options, or Potential Motions:

The Ashland Parks Commissioners have voted to purchase the property at 345 Clinton Street for \$380,000, plus fence concessions and fees, not to exceed \$400,000, using available dedicated



### MACE PROPERTY - POTENTIAL BOUNDARY 10/12/2016

1:1,604  
1 inch = 134 feet  
0 25 50 75 100 125 Feet

CITY OF  
ASHLAND

Mapping is schematic; only and bears no warranty of accuracy.  
All features, structures, facilities, easement or roadway locations  
should be independently field verified for existence and/or location.

#### Legend

- Taxlots
- FEMA floodplain  
Flood, FLOODWAY
- 100 year,
- 100 year, FLOODWAY
- 500 year,

funds from System Development Charges and Food and Beverage Tax revenues. The City Council may choose to either approve the Commissioner's decision or reject it.

Potential motion:

*Move that the City Council approves the recommendation of the Park Commission to purchase 11.01 acres of land at 345 Clinton Street consistent with the attached contract and supporting 2017 appraisal.*

**Staff Recommendation:**

Staff recommends that the City Council affirm the decision of the Ashland Parks Commissioners (*Buyers*) to purchase 11.01 acres of land at 345 Clinton Street from Paul Mace and Kathleen Kahle (*Sellers*) with the following conditions:

1. Buyers will pay sellers \$380,000, according to the 2017 Appraisal.
2. Buyers will replace the existing fence on the property line from the access gate east for a total of 840 linear feet with a six foot wood fence as requested by the sellers, at a cost of approximately \$16,000.
3. Buyers will replace the main access gate to the APRC property for utility access along the existing easement.
4. Sellers will be responsible for maintenance of the 840 feet of wood fencing in perpetuity.
5. Buyers will process a Lot Line Adjustment through the City of Ashland for conveyance of the property to Buyers.
6. Buyers will receive the relative TID water rights with the conveyance of the land.
7. Buyers will cover all fees and costs associated with the survey, appraisal and planning actions.

**Resource Requirements:**

APRC has the benefit of being a recipient of the F&B Tax through the City of Ashland. The portion of tax that is dedicated to APRC is intended to be used to purchase and improve park land. Additionally, APRC receives System Development Charges for the purpose of developing new parks and open spaces in Ashland. **Both of these funding sources are restricted to these purposes only.**

APRC has budgeted a total of \$540,000 for land purchases with these two revenue sources in the 2017/19 Biennium. These resources will be the sole source of funding the purchase of the property at 345 Clinton Street.

**Policies, Plans and Goals Supported:**

The action requested in this Council Communication is supported by the following APRC goals:

*“Update Trails and Open Space Comp Plans and continue to purchase land according the plans.”*  
and

*“Expand Bear Creek Greenway to its originally planned beginning/ending point at Emigrant Lake.”*

**Background and Additional Information:**

More than a year has passed since Paul and Kathleen visited with me in my office about their property at 345 Clinton Street. The duo asked if APRC would be interested in purchasing a

portion of their property – the majority of portion being in the FEMA 100-Year Flood Plain. In past years, APRC had approached the owners with offers to entertain a purchase; however, discussions never took place, until now. This 11.01 acres of land presents a significant opportunity to not only increase public open space along the creek, it has the potential to extend active transportation opportunities for residents seeking alternative access from Oak Street to North Mountain, and vice-versa.

The total acreage being considered is 11.01 acres; about 90% of that area is in the 100-Year Flood Plain. The remaining portion of about 1.00 acre is outside of the floodplain and is considered to have “buildable characteristics” according to a recent planning review by consultant Amy Gunter and City of Ashland Planning Dept (see attached evaluation letter).

The potential exists for at least two developable lots on the property being considered, which has been accounted for in the appraised price of the land. Since the area that could be developed is also necessary for the purposes of APRC in providing trail connectivity, it is unlikely that APRC would seek to capture the development potential on the property.

Considering the fact that some of the land has the potential to be developed for housing and a larger portion is significantly restrained by the FEMA Flood Plain Map, a **2017 Brown, Chudleigh, Schuler, Myers and Associates appraisal valued the property at \$380,000.**

APRC plans to use the 11.01 acres, which abuts existing parks property on multiple sides, as an extension of the River Walk Park property (see attached maps). River Walk is an open space property that is adjacent to Bear Creek and provides a natural walking area near the creek and North Mountain Nature Center. River Walk is fronted on the east by North Mountain Street. By acquiring 345 Clinton Street, APRC will be able to extend the River Walk paths, as well as provide an undeviating connection between Oak Street and North Mountain Streets for bike/ped access to and from North Mountain Park and Nature Center (see attached maps). This will be a significant improvement for the area, since the closest current throughway from Oak to North Mountain is Hersey Street.

The physical alignment of the Bear Creek Greenway was previously proposed to traverse the property at 345 Clinton Street as the preferred alignment; however, there are several additional options being evaluated at this time for the extension of the Greenway. ALTA Planning is currently working with APRC, Public Works and the Bear Creek Greenway Foundation to identify all of the potential alignments in order to assess and rank the alternatives for extension.

The adjacent map shows the potential route of a new trail system between Oak and North Mountain.

Density Transfer

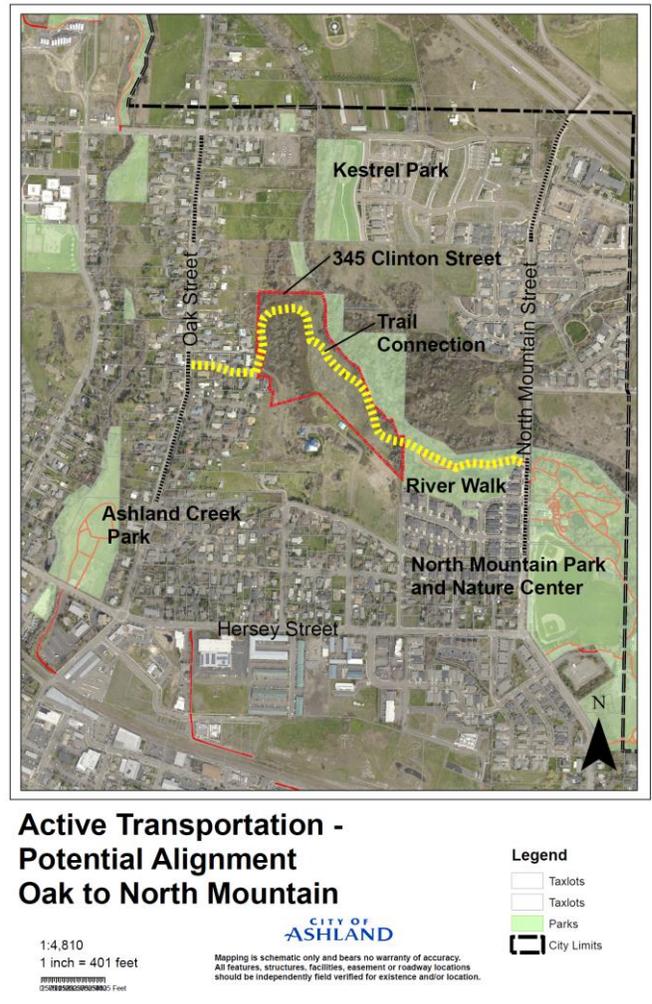
As part of the purchase and subsequent lot line adjustment, staff and the sellers have agreed to the recommendation of the planning department to transfer the density from the property within the flood plain to the remaining property. The benefit of the transfer will be retained by the current property owners and could be used in the development of their remaining property.

The following code section details the policy or transferring densities from unbuildable areas. Ashland Planning Department will be implementing and processing the density transfer.

**18.3.10.120 Density Transfer**

*Density may be transferred out of unbuildable areas to buildable areas of a lot provided the following standards are met.*

- A. *Partitions and subdivisions involving density transfer shall be processed under chapter 18.3.9 Performance Standards Option Overlay.*
- B. *A map shall be submitted showing the net buildable area to which the density will be transferred.*
- C. *A covenant shall be recorded limiting development on the area from which density is transferred.*
- D. *Density may not be transferred to properties under different ownership.*
- E. *Density may be transferred only on contiguous lots under common ownership.*
- F. *The density of the buildable area may not be increased to more than two times the permitted density of the underlying zone. Fractional units are to be rounded down to the*



*next whole number.*

**Attachments:**

1. Purchase Agreement
2. 2017 Brown, Chudleigh, Schuler, Myers and Associates Appraisal
3. Gunter Letter, Re: Development Potential
4. Survey Map
5. Flood Plain and Trail Map
6. Park Properties Map



Sale Agreement # 081517ep

**PROMISSORY NOTE FOR EARNEST MONEY**

1 Buyer(s) City of Ashland  
2 Seller(s) Kathleen Kahle , Paul B Mace  
3 Property Address 345 Clinton St, Ashland, OR 97520-1243

4 [This Promissory Note ("Note") should be used in conjunction with "Receipt For Earnest Money" Section of Sale Agreement]

5 Buyer(s): City of Ashland  
6 jointly and severally promise to pay to:

7 Seller(s): Kathleen Kahle , Paul B Mace  
8 the sum of \$ 5,000.00

9 1) Upon redemption of this Note, check shall be made payable to (select only one):  
10  Real Estate Firm Trust Account: \_\_\_\_\_  
11  Seller(s): Kathleen Kahle , Paul B Mace  
12  Escrow / Title Company: First American Title

13 2) This Note is due and payable on the following Due Date (select only one): 10  business  calendar days (three [3]  
14 if not filled in) after Seller and Buyer have signed and accepted this Real Estate Sale Agreement;  
15  Date \_\_\_\_\_

16 3) If this Note is not paid on or before the Due Date, Buyer(s) shall pay interest at the rate of nine percent (9.00%) per annum on the unpaid  
17 balance from the Due Date until it is paid in full. **BUYER(S) UNDERSTAND(S) THAT TIME IS OF THE ESSENCE, AND THAT THE**  
18 **FAILURE TO PAY THIS NOTE WHEN DUE MAY ALSO CONSTITUTE A DEFAULT UNDER THE REAL ESTATE SALE AGREEMENT**  
19 **WITH SELLER.**

20 4) This Note is hereby incorporated into and made a part of the Real Estate Sale Agreement between Seller(s) and Buyer(s). In the event of  
21 any dispute between said Seller and Buyer, the mediation, arbitration and attorney fee provisions therein shall expressly apply. If this  
22 Note is for \$10,000 or less, notwithstanding the dispute resolution provisions of the Real Estate Sale Agreement, Seller may, but shall not  
23 be required, to enforce collection in Small Claims Court.

24 5) If payment is not made on or before the Due Date, and this Note is being held by Seller's or Buyer's Agent, said Agent, or Agent's  
25 Principal Broker, shall, upon demand, turn it over to Seller for enforcement. It is expressly understood and agreed that neither  
26 Agents, nor Agents' Principal Brokers, nor their respective Firms, its owners, officers or directors, licensees, employees or  
27 representatives, shall have any duty, responsibility or liability to Seller(s) to enforce collection of this Note, nor for any fees or costs  
28 associated therewith.

DocuSigned by:  
29 Buyer Michael A. Black Date 9/1/2017 10:07:50 PDT Seller K. Kahle Date 9-8-17  
City of Ashland  
30 Buyer \_\_\_\_\_ Date \_\_\_\_\_ Seller Paul B Mace Date 9/8/17

31 Buyer's Agent Eric Poole Seller's Agent No Agency Representation  
32 Buyer's Agent's Firm Full Circle Real Estate Seller's Agent's Firm No Agency Representation

This form has been licensed for use solely by Eric Poole pursuant to a Forms License Agreement with Oregon Real Estate Forms, LLC.

LINES WITH THIS SYMBOL ← REQUIRE A SIGNATURE AND DATE  
Copyright Oregon Real Estate Forms, LLC 2017 www.orefonline.com  
No portion may be reproduced without express permission of Oregon Real Estate Forms, LLC

OREF 060



Sale Agreement # 081517ep  
Addendum # A

### ADDENDUM TO REAL ESTATE SALE AGREEMENT

1 This is an Addendum to:  Real Estate Sale Agreement  Seller's Counter Offer  Buyer's Counter Offer  
2 Buyer: City of Ashland  
3 Seller: Kathleen Kahle , Paul B Mace

4 The real property described as: 345 Clinton St, Ashland, OR 97520-1243

5 SELLER AND BUYER HEREBY AGREE THE FOLLOWING SHALL BE A PART OF THE REAL ESTATE SALE AGREEMENT REFERENCED ABOVE.

6 1) Inspection contingency described on lines 158-172 of the Sale Agreement to include investigations with Jackson County, City of  
7 Ashland and any other inquiries or inspections Buyers deem necessary or appropriate. Cancellation during this period is at the full  
8 discretion of the Buyers with earnest money being fully refundable during this period.

9 2) Buyer shall hire Jim Hibbs with L J Friar & Associates, at Buyer's expense, to survey the property and provide the legal description of  
10 the area the buyer will be purchasing. Buyer and Sellers agree to meet with Jim Hibbs at the property within 10 business days of mutual  
11 acceptance to agree upon the locations for lot partition, fences, and gates.

12 3) This sale is subject to the following:

13 a) Buyer's and Seller's mutual agreement of the area being purchased.

14 b) Buyer's and Seller's mutual agreement of new fence and gate locations.

15 c) Buyer's and Seller's mutual agreement of the lot partition which shall exclude the entire road cut on the western uphill side.

16 d) The City of Ashland shall approve of and record lot partition with Jackson County.

17 e) The City of Ashland shall deliver lot partition approval documentation, recording documentation and an updated preliminary title  
18 report showing the new lot partition to the Buyer or Buyer's agent prior to the close of escrow.

19 f) Approval from Wells Fargo to release the land for sale.

20 g) Buyer's and Seller's mutual agreement of all walking path locations.

21 h) TID water rights to transfer with the sale.

22 4) Buyer, at Buyer's expense, shall install a fence along new property line prior to any announcement or invitation to public access.

23 5) Buyer, at Buyer's expense, shall install two lockable gates to the new park along new property line.

24 6) Sellers acknowledge that Full Circle Real Estate is the representative of the Buyer only and that there is no agency representation  
25 between the Sellers and Full Circle Real Estate.

26  
27  
28

29 Buyer Signature Michael A. Black Date 9/1/2017 | 07:50 PDT a.m. p.m. ←  
DocuSigned by:  
City of Ashland  
C93A83460581482...

30 Buyer Signature \_\_\_\_\_ Date \_\_\_\_\_ a.m. p.m. ←

31 Seller Signature Kathleen Kahle Date 9-8-17, 10:30 a.m. p.m. ←  
Kathleen Kahle

32 Seller Signature Paul B Mace Date 9/8/17, 10:30 a.m. p.m. ←  
Paul B Mace

33 Buyer's Agent Eric Poole Seller's Agent No Agency Representation

This form has been licensed for use solely by Eric Poole pursuant to a Forms License Agreement with Oregon Real Estate Forms, LLC.  
LINES WITH THIS SYMBOL ← REQUIRE A SIGNATURE AND DATE  
Copyright Oregon Real Estate Forms, LLC 2017 www.orefonline.com  
No portion may be reproduced without express permission of Oregon Real Estate Forms, LLC OREF 002



Sale Agreement # 081517ep  
Addendum # B

### ADDENDUM TO REAL ESTATE SALE AGREEMENT

1 This is an Addendum to:  Real Estate Sale Agreement  Seller's Counter Offer  Buyer's Counter Offer  
2 Buyer: City of Ashland  
3 Seller: Kathleen Kahle, Paul B Mace

4 The real property described as: 345 Clinton St, Ashland, OR 97520-1243

5 SELLER AND BUYER HEREBY AGREE THE FOLLOWING SHALL BE A PART OF THE REAL ESTATE SALE AGREEMENT REFERENCED ABOVE.

6 1) Regarding line 21 of Addendum A, Sellers state that the water right for the property is from the Million Ditch and not TID. Buyer to do  
7 own due diligence.

8  
9 2) Regarding #2 on Addendum A (lines 9-11), Sellers and Buyer agree to meet with Jim Hibbs within 10 business days of acceptance to  
10 agree upon the locations for lot partition, new fences, taking down old fencing, and gates. Buyer agrees to pay for the cost of taking  
11 down old fencing in addition to paying for the cost of the new fencing and gates.

8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

29 Buyer Signature Michael A. Black Date 9/7/2017 | 20:30 PDT a.m. \_\_\_ p.m. ←  
DocuSigned by: Michael A. Black, City of Ashland, OR 97520-1243

30 Buyer Signature \_\_\_\_\_ Date \_\_\_\_\_ a.m. \_\_\_ p.m. ←

31 Seller Signature K. Kahle Date 9-8-17, 10:30 a.m. \_\_\_ p.m. ←  
Kathleen Kahle

32 Seller Signature Paul B Mace Date 9/7/17, 10:30 a.m. \_\_\_ p.m. ←  
Paul B Mace

33 Buyer's Agent Eric Poole Seller's Agent No Agency Representation

This form has been licensed for use solely by Eric Poole pursuant to a Forms License Agreement with Oregon Real Estate Forms, LLC.

LINES WITH THIS SYMBOL ← REQUIRE A SIGNATURE AND DATE  
Copyright Oregon Real Estate Forms, LLC 2017 www.orefonline.com  
No portion may be reproduced without express permission of Oregon Real Estate Forms, LLC

OREF 002



Sale Agreement # 081517ep

FINAL AGENCY ACKNOWLEDGMENT

Both Buyer and Seller acknowledge having received the Oregon Real Estate Agency Disclosure Pamphlet, and hereby acknowledge and consent to the following agency relationships in this transaction:

Eric Poole (Name of Buyer's Agent(s)\*), Oregon Lic. # 200212183
of Full Circle Real Estate (Name of Real Estate Firm(s)\*)
Buyer's Agent's Office Address 240 E Main St, Ashland, OR 97520-1831, Company Lic. # 200604291
Phone (541)482-6868 Fax (541)482-6881 E-mail eapoole11@gmail.com

is/are the agent of (check one): [X] Buyer exclusively ("Buyer Agency"). [ ] Both Buyer and Seller ("Disclosed Limited Agency").
No Agency Representation (Name of Seller's Agent(s)\*), Oregon Lic. #
of No Agency Representation (Name of Real Estate Firm(s)\*)
Seller's Agent's Office Address, Company Lic. #
Phone Fax E-mail

is/are the agent of (check one): [ ] Seller exclusively ("Seller Agency"). [ ] Both Buyer and Seller ("Disclosed Limited Agency").
\*If Buyer's and/or Seller's Agents and/or Firms are co-selling or co-listing in this transaction, all Agents and Firm names should be disclosed above. For directions on how to look up license numbers: https://orea.elicense.irondata.com/Lookup/LicenseLookup.aspx

If both parties are each represented by one or more Agent in the same Real Estate Firm, and Agents are supervised by the same principal broker in that Real Estate Firm, Buyer and Seller acknowledge that said principal broker shall become the disclosed limited agent for both Buyer and Seller as more fully explained in the Disclosed Limited Agency Agreements that have been reviewed and signed by Buyer, Seller and Agent(s).

Buyer shall sign this acknowledgment at the time of signing this Agreement before submission to Seller. Seller shall sign this acknowledgment at the time this Agreement is first submitted to Seller, even if this Agreement will be rejected or a counter offer will be made. Seller's signature to this Final Agency Acknowledgment shall not constitute acceptance of this Agreement or any terms therein.

Buyer Michael A. Black Print City of Ashland Date 9/1/2017 | 07:50 PDT
Buyer C93A83460551482... Print Date
Seller Kathleen Kahle Print Kathleen Kahle Date 9-8-17 10:30am
Seller Paul B Mace Print Paul B Mace Date 9/8/17 10:30AM.

VACANT LAND REAL ESTATE SALE AGREEMENT

THIS AGREEMENT IS INTENDED TO BE A LEGAL AND BINDING CONTRACT. IF IT IS NOT UNDERSTOOD, SEEK COMPETENT LEGAL ADVICE BEFORE SIGNING. FOR AN EXPLANATION OF THE PRINTED TERMS AND PROVISIONS IN THIS FORM REGARDING TIMING, NOTICE, BINDING EFFECT, ETC., SELLER AND BUYER ARE ENCOURAGED TO CLOSELY REVIEW SECTION 23 (DEFINITIONS AND INSTRUCTIONS SECTION).

1. PRICE/PROPERTY DESCRIPTION: Buyer (print name(s)) City of Ashland
offers to purchase from Seller (print name(s)) Kathleen Kahle, Paul B Mace

the following described real property (hereinafter "the Property") situated in the State of Oregon, County of Jackson
and commonly known or identified as (insert street address, city, zip code, tax identification number, lot/block description, etc.)
345 Clinton St, Ashland, OR 97520-1243
Map Taxlot 391E04DB 401

(Buyer and Seller agree that if it is not provided herein, a complete legal description as provided by the title insurance company in accordance with Section 7, below, shall, where necessary, be used for purposes of legal identification and conveyance of title.)

for the Purchase Price (in U.S. currency) of A \$ 380,000.00
on the following terms: Earnest money herein received for B \$ 5,000.00
on C \$
at or before Closing, the balance of down payment D \$
at Closing and upon delivery of [X] DEED [ ] CONTRACT the balance of the Purchase Price E \$ 375,000.00
shall be paid as agreed in Financing Section of the Agreement. (Lines B, C, D and E should equal Line A)

Buyer Initials MB / Date 9/1/2017 | 07:50 PDT
Seller Initials KK / Date 9-8-17

This form has been licensed for use solely by Eric Poole pursuant to a Forms License Agreement with Oregon Real Estate Forms, LLC.
LINES WITH THIS SYMBOL ← REQUIRE A SIGNATURE OF BUYER AND/OR SELLER AND DATE
Copyright Oregon Real Estate Forms, LLC 2017 www.orefonline.com
No portion may be reproduced without express permission of Oregon Real Estate Forms, LLC OREF 008
VACANT LAND REAL ESTATE SALE AGREEMENT- Page 1 of 10



Sale Agreement # 081517ep

46

**FINANCING**

47 **2. BALANCE OF PURCHASE PRICE.** (Select A or B)

48 **A.  This is an all cash transaction.** Buyer to provide verification ("Verification") of readily available funds as follows (select only one):  
49  Buyer has attached a copy of the Verification with the submission of this Agreement to Seller or Seller's Agent.  Buyer will provide Seller or  
50 Seller's Agent with the Verification within 8 business days (five [5] if not filled in) after this Agreement has been signed and accepted; or  
51  Other (Describe): \_\_\_\_\_  
52 Seller may notify Buyer or Buyer's Agent, in writing, of Seller's unconditional disapproval of the Verification within \_\_\_\_\_ business days (two [2] if not filled  
53 in) ("Disapproval Period") following its receipt by Seller or Seller's Agent. Provided, however, such disapproval must be objectively reasonable.  
54 Upon such disapproval, all earnest money deposits shall be promptly refunded to Buyer and this transaction shall be terminated. **If Seller fails to**  
55 **provide Buyer or Buyer's Agent with written unconditional disapproval of the Verification by 5:00 p.m. of the last day of the Disapproval**  
56 **Period, Seller shall be deemed to have approved the Verification. If Buyer fails to submit a Verification within a time frame selected**  
57 **above, unless the parties agree otherwise in writing, all earnest money deposits shall be promptly refunded and this transaction shall be**  
58 **terminated.**

59 **B.  Balance of Purchase Price to be financed through one of the following Loan Programs** (Select only one):  Conventional;  
60  Other (Describe): \_\_\_\_\_ (hereinafter "Loan  
61 Program"). **Buyer agrees to seek financing through a lending institution or mortgage broker (hereinafter collectively referred to as**  
62 **"Lender") participating in the Loan Program selected above.**

63 **C. Pre-Approval Letter.**  Buyer has attached a copy of a Pre-Approval Letter from Buyer's Lender or mortgage broker;  Buyer does not have a  
64 Pre-Approval Letter at the time of making this offer;  Buyer agrees to secure a Pre-Approval Letter and provide a copy to Seller as follows: \_\_\_\_\_  
65 \_\_\_\_\_

66 **3.1 FINANCING CONTINGENCIES.** If Buyer is financing any portion of the Purchase Price, this transaction is subject to the following financing  
67 contingencies: (1) Buyer and the Property to qualify for the loan from Lender; (2) Lender's appraisal shall not be less than the Purchase Price; and,  
68 (3) Other (Describe): \_\_\_\_\_  
69 \_\_\_\_\_

70 All Financing Contingencies are solely for Buyer's benefit and may be waived by Buyer in writing at any time.

71 **3.2 FAILURE OF FINANCING CONTINGENCIES.** . If Buyer receives actual notification from Lender that any Financing Contingencies identified  
72 above have failed or otherwise cannot occur, Buyer shall promptly notify Seller, and the parties shall have \_\_\_\_\_ business days (two [2] if not filled  
73 in) following the date of Buyer's notification to Seller to either (a) Terminate this transaction by signing a **Termination Agreement (OREF 057)** and/  
74 or such other similar form as may be provided by Escrow; or (b) Reach a written mutual agreement upon such price and terms that will permit this  
75 transaction to continue. Neither Seller nor Buyer is required under the preceding provision (b) to reach such agreement. If (a) or (b) fail to occur  
76 within the time period identified in this Section 3.2, this transaction shall be automatically terminated and all earnest money shall be promptly  
77 refunded to Buyer. Buyer understands that upon termination of this transaction, Seller shall have the right to immediately place the Property back on  
78 the market for sale upon any price and terms as Seller determines, in Seller's sole discretion.

79 **3.3 BUYER REPRESENTATION REGARDING FINANCING:** Buyer makes the following representations to Seller: (1) Buyer's completed loan  
80 application, as hereinafter defined, shall be submitted to the Lender that provided the Pre-Approval Letter, a copy of which has been delivered to  
81 Seller, pursuant to Section 2C above.

82 (2) Buyer shall submit to Buyer's Lender a completed loan application for purchase of the Property not later than \_\_\_\_\_ business days (three [3] if not  
83 filled in) following the date Buyer and Seller have signed and accepted this Agreement. A "completed loan application" shall include the following  
84 information: (i) Buyer's name(s); (ii) Buyer's income(s); (iii) Buyer's social security number(s); (iv) the Property address; (v) an estimate of the value  
85 of the Property; and (vi) the loan amount sought.

86 (3) Buyer agrees that if Buyer intends to proceed with the loan transaction, Buyer will so notify Lender within \_\_\_\_\_ business days (three [3] if not filled in -  
87 but not to exceed ten [10]) in such form as required by said Lender, following Buyer's receipt of Lender's Loan Estimate. Upon request, Buyer shall  
88 promptly notify Seller of the date of Buyer's signed notice of intent to proceed with the loan.

89 (4) Buyer will thereafter complete all paperwork requested by the Lender in a timely manner, and exercise best efforts (including payment of all  
90 application, appraisal and processing fees, where applicable) to obtain the loan.

91 (5) Buyer understands and agrees that Buyer may not replace the Lender or Loan Program already selected, without Seller's written consent, which  
92 may be withheld in Seller's sole discretion.

93 (6) Following submission of the loan application, Buyer agrees to keep Seller promptly informed of all material non-confidential developments  
94 regarding Buyer's financing and the time of Closing.

Buyer Initials MMB / \_\_\_\_\_ Date 9/1/2017 | 07:50 PDT

Seller Initials KK [Signature] Date 9-8-17

This form has been licensed for use solely by Eric Poole pursuant to a Forms License Agreement with Oregon Real Estate Forms, LLC.  
LINES WITH THIS SYMBOL ← REQUIRE A SIGNATURE OF BUYER AND/OR SELLER AND DATE

Copyright Oregon Real Estate Forms, LLC 2017

www.orefonline.com

No portion may be reproduced without express permission of Oregon Real Estate Forms, LLC

OREF 008

VACANT LAND REAL ESTATE SALE AGREEMENT- Page 2 of 10



Sale Agreement # 081517ep

95 (7) Buyer shall make a good faith effort to secure the ordering of the Lender's appraisal no later than expiration of the Inspection Period at Section 8
96 of this Agreement, (or Section 1, if the Professional Inspection Addendum (OREF 058) is used).

97 (8) Buyer currently has liquid and available funds for the earnest money deposit and down payment, sufficient to Close the transaction described
98 herein, and is not relying upon any contingent source of funds (e.g., from loans, gifts, sale or closing of other property, 401K disbursements, etc.),
99 except as follows (describe):

100 \_\_\_\_\_
101 \_\_\_\_\_

102 (9) Buyer authorizes Buyer's Lender or mortgage broker to provide non-confidential information to Buyer's and Seller's Agents regarding Buyer's
103 loan application status.

104 4.1 INSURANCE: Buyer is encouraged to promptly verify the availability and cost of property/casualty/fire insurance that will be secured for the
105 Property. Additionally, lenders may require proof of property/casualty/fire insurance as a condition of the loan.

106 4.2 FLOOD INSURANCE; ELEVATION CERTIFICATE: If the Property is located in a designated flood zone, flood insurance may be required
107 as a condition of a new loan. Buyer is encouraged to promptly verify the need, availability, and cost of flood insurance, if applicable. An Elevation
108 Certificate ("EC") is the document used by the federal National Flood Insurance Program ("NFIP") to determine the difference in elevation between
109 a home or building, and the base flood elevation ("BFE"), which is a computed elevation to which floodwater is anticipated to rise during certain
110 floods. The amount of the flood insurance premium for a particular property is based upon the EC. Not all properties in flood zones require an EC,
111 depending upon when they were constructed. ECs must be prepared and certified by a land surveyor, engineer, or architect who is authorized by
112 the local jurisdiction to certify elevation information. The costs and fees for an EC may range from a few hundred dollars to over a thousand. If the
113 Property requires an EC, it will need to be obtained prior to receiving a flood insurance quote. Additionally, lenders may require an EC as
114 a condition of loan approval. For more information, go to the following link: http://www.fema.gov/base-flood-elevation

115 5. SELLER-CARRIED FINANCING (E.G. LAND SALE CONTRACT/TRUST DEED/MORTGAGE/OPTION AGREEMENTS, RENT-TO-OWN,
116 ETC.): Notice to Buyer and Seller: If this transaction involves a land sale contract, trust deed, mortgage, option, or lease-to-own agreement
117 (hereinafter a "Seller Carried Transaction"), Oregon law requires that, unless exempted, individuals offering or negotiating the terms must hold a
118 mortgage loan originator ("MLO") license. Your real estate agent is not qualified to provide these services or to advise you in this regard. Legal
119 advice is strongly recommended. Oregon law exempts the following individuals from the MLO licensing law: (a) Those who offer or negotiate terms
120 of a residential mortgage loan with or on behalf of their spouse, child, sibling, parent, grandparent, grandchild or a relative in a similar relationship
121 created by law, marriage or adoption; (b) Those who sell their primary residence they currently or previously lived in; and (c) Individuals who sell up
122 to three (3) non-primary residences during any 12-month period. (Note: One may not hold more than eight residential mortgage loans at one time.)
123 If this is a Seller-Carried Transaction, and one or more of the preceding exemptions apply, Buyer and Seller agree as follows (select only one):

- 124 [ ] (a) Secure separate legal counsel to negotiate and draft the necessary documents; or
125 [ ] (b) Employ an MLO to do so; or
126 [ ] (c) Use the Seller-Carried Addendum, OREF form No. 033 and related forms.

127 Seller and Buyer agree that regardless of whether (a), (b), or (c) is selected, they will reach a signed written agreement upon the terms and
128 conditions of such financing (e.g. down payment, interest rate, amortization, term, payment dates, late fees, balloon dates, etc.) within \_\_\_ business
129 days (ten [10] if not filled in) commencing on the next immediate business day following the date they have signed and accepted this Sale
130 Agreement ("Negotiation of Terms Period"). Upon failure of Buyer and Seller to reach agreement by 5:00 p.m. on the last day of the Negotiation of
131 Terms Period, or such other times as may be agreed upon in writing, all earnest money deposits shall be refunded to Buyer and this transaction shall
132 be automatically terminated. Caveat: Buyer's and Seller's Agents are not authorized to render advise on these matters. Buyer and Seller are
133 advised to secure competent legal advice while engaged in a Seller-Carried Transaction.

134 6. ADDITIONAL FINANCING PROVISIONS: \_\_\_\_\_
135 \_\_\_\_\_

136 CONTINGENCIES

137 7. TITLE INSURANCE: When this Agreement is signed and accepted by Buyer and Seller, Seller will, at Seller's sole expense, promptly order from
138 the title insurance company selected at Section 15 below, a preliminary title report and copies of all documents of record ("the Report and
139 Documents of Record" for the Property, and furnish them to Buyer at Buyer's contact location as defined at Section 23.3 below. Unless otherwise
140 provided herein, this transaction is subject to Buyer's review and approval of the Report and Documents of Record (If, upon receipt, the Report
141 and Documents of Record are not fully understood, Buyer should immediately contact the title insurance company for further information
142 or seek competent legal advice). The Buyer's and Seller's Agents are not qualified to advise on specific legal or title issues.) Upon receipt
143 of the Report and Documents of Record Buyer shall have \_\_\_ 8 \_\_\_ business days (five [5] if not filled in) within which to notify Seller, in writing, of any

Buyer Initials MAB / Date 9/1/2017 | 07:50 PDT

Seller Initials KK / Date 9-8-17

This form has been licensed for use solely by Eric Poole pursuant to a Forms License Agreement with Oregon Real Estate Forms, LLC.
LINES WITH THIS SYMBOL ← REQUIRE A SIGNATURE OF BUYER AND/OR SELLER AND DATE

Copyright Oregon Real Estate Forms, LLC 2017 www.orefonline.com
No portion may be reproduced without express permission of Oregon Real Estate Forms, LLC OREF 008
VACANT LAND REAL ESTATE SALE AGREEMENT- Page 3 of 10



Sale Agreement # 081517ep

144 matters disclosed in the Report and Documents of Record which is/are unacceptable ("the Objections"). Buyer's failure to timely object in writing,
145 shall constitute acceptance of the Report and/or Documents of Record. However, Buyer's failure to timely object shall not relieve Seller of the duty
146 to convey marketable title to the Property pursuant to Section 21, below. If, within 8 business days (five [5] if not filled in) following Seller's
147 receipt of the Objections, Seller fails to remove or correct the matters identified therein, or fails to give written assurances reasonably satisfactory to
148 Buyer, that they will be removed or corrected prior to Closing, all earnest money shall be promptly refunded to Buyer, and this transaction shall be
149 terminated. This contingency is solely for Buyer's benefit and may be waived by Buyer in writing. Within thirty (30) days after Closing, the title
150 insurance company shall furnish to Buyer, an owner's standard form policy of title insurance insuring marketable title in the Property to Buyer in the
151 amount of the Purchase Price, free and clear of the Objections, if any, and all other title exceptions agreed to be removed as part of this transaction.
152 (Note: This Section 7 provides that Seller will pay for Buyer's standard owner's policy of title insurance. In some areas of the country,
153 such a payment might be regarded as a "seller concession." Under the TILA/RESPA Integrated Disclosure Rules ["The Rules"], there are
154 limitations, regulations and disclosure requirements on "seller concessions", unless the product or service paid for by the Seller was one
155 customarily paid by sellers in residential sales transactions. In Oregon, sellers customarily and routinely pay for their buyer's standard
156 owner's policy of title insurance. Accordingly, unless the terms of this Section 9 are modified in writing by Buyer and Seller, the parties
157 acknowledge, agree and so instruct Escrow, that in this transaction, Seller's payment of Buyer's standard owner's policy of title insurance
158 is not a "seller concession" under the Rules or any other federal law.)

159 8. INSPECTIONS/ENVIRONMENTAL HEALTH CONDITIONS: The following list identifies some, but not all, environmental conditions that
160 may be found in and around all real property that may affect health: Asbestos, carbon monoxide, electric and magnetic fields,
161 formaldehyde, lead and other contaminants in drinking water and well water, lead based paint, mold and mildew, radon, and leaking
162 underground storage tanks. If Buyer has any concerns about these conditions or others, Buyer is encouraged to secure the services of a
163 licensed professional inspector, consultant, or health expert, for information and guidance. Neither the Buyer's nor Seller's Agents are
164 experts in environmental health hazards or conditions. Buyer understands that it is advisable to have a complete inspection of the
165 Property by qualified licensed professional(s), relating to such matters as soil condition/compaction/stability, environmental issues,
166 survey, zoning, availability of utilities, and suitability for Buyer's intended purpose. Neither the Buyer's nor Seller's Agents are qualified to
167 conduct such inspections and shall not be responsible to do so. For further details, Buyer is encouraged to review the Buyer Advisory at
168 http://www.oregonrealtors.org/resources/membership-resources/buyer-seller-advisoris and the Oregon Public Health Division at
169 http://public.health.oregon.gov/Pages/Home.aspx

170 Check only one box below:

171 [X] LICENSED PROFESSIONAL INSPECTIONS: At Buyer's expense, Buyer may have the Property and all elements and systems thereof inspected
172 by one or more licensed professionals of Buyer's choice. Provided, however, Buyer must specifically identify in this Agreement any desired
173 invasive inspections that may include testing or removal of any portion of the Property including radon and mold. Buyer understands that Buyer is
174 responsible for the restoration of the Property following any inspection(s)/test(s) performed by Buyer or on Buyer's behalf. Buyer shall have 30
175 business days (ten [10] if not filled in), after the date Buyer and Seller have signed and accepted this Agreement (hereinafter "the Inspection
176 Period"), in which to complete all inspections and negotiations with Seller regarding any matters disclosed in any inspection report. Buyer shall not
177 provide all or any portion of the inspection reports to Seller unless requested by Seller or Seller's Agent. However, at any time during this
178 transaction, or promptly following termination, upon request by Seller or Seller's Agent, Buyer shall promptly provide a copy of such reports or
179 portions of reports, as requested. During the Inspection Period, Seller shall not be required to modify any terms of this Agreement already reached
180 with Buyer. Unless a written agreement has already been reached with Seller regarding Buyer's requested repairs, at any time during the
181 Inspection Period, Buyer may notify Seller or Seller's Agent, in writing, of Buyer's unconditional disapproval of the Property based on any inspection
182 report(s), in which case, all earnest money deposits shall be promptly refunded, and this transaction shall be terminated. If Buyer fails to provide
183 Seller or Seller's Agent with written unconditional disapproval of any inspection report(s) by 5:00 P.M. of the final day of the Inspection
184 Period, Buyer shall be deemed to have accepted the condition of the Property. Note that if, prior to expiration of the Inspection Period,
185 written agreement is reached with Seller regarding Buyer's requested repairs, the Inspection Period shall automatically terminate, unless
186 the parties agree otherwise in writing.
187 Identify Invasive Inspections: \_\_\_\_\_

188 [ ] ALTERNATIVE INSPECTION PROCEDURES: OREF-058 PROFESSIONAL INSPECTION ADDENDUM OR OTHER INSPECTION
189 ADDENDUM \_\_\_\_\_ is attached to this Agreement.

190 [ ] BUYER'S WAIVER OF INSPECTION CONTINGENCY: Buyer represents to Seller and all Agents and Firms that Buyer is fully satisfied with the
191 condition of the Property and all elements and systems thereof and knowingly and voluntarily elects to waive the right to have any inspections performed
192 as a contingency to the Closing of the transaction. Buyer's election to waive the right of inspection is solely Buyer's decision and at Buyer's own risk.

193 9.1 PRIVATE WELL: Does the Property contain a well that supplies or is intended to supply domestic water for household use? [ ] Yes [X] No.
194 If the Property contains a private well, the OREF 082 Private Well Addendum will be attached to this Sale Agreement.

195 9.2 ONSITE SEWAGE SYSTEM: Does the Property contain an onsite sewage system? [ ] Yes [X] No If the Property contains an onsite sewage
196 system, the OREF 081 Onsite Sewage System Addendum will be attached to this Sale Agreement.

Buyer Initials MAB / Date 9/1/2017 | 07:50 PDT

Seller Initials KJ [Signature] Date 9-5-17

This form has been licensed for use solely by Eric Poole pursuant to a Forms License Agreement with Oregon Real Estate Forms, LLC.
LINES WITH THIS SYMBOL ← REQUIRE A SIGNATURE OF BUYER AND/OR SELLER AND DATE
Copyright Oregon Real Estate Forms, LLC 2017 www.orefonline.com
No portion may be reproduced without express permission of Oregon Real Estate Forms, LLC OREF 008
VACANT LAND REAL ESTATE SALE AGREEMENT- Page 4 of 10



Sale Agreement # 081517ep

197 **10.1 SELLER PROPERTY DISCLOSURE LAW:** Buyer and Seller acknowledge that, subject to certain exclusions, Oregon's Seller Property Disclosure
198 Law (ORS 105.462 - 105.490) applies only to real property transactions improved with 1-to-4 family dwellings, and does not apply to transactions involving
199 vacant land.

200 **10.2 SELLER VACANT LAND DISCLOSURES:** Although not required by law, unless waived by Buyer in writing, Seller shall complete the Vacant Land
201 Disclosure Addendum (OREF 019) (the "Addendum") for delivery to all prospective buyers making offers to purchase the Property. The Addendum
202 addresses the current condition of the Property, and asks Seller to provide pertinent documents and information. Seller's answers are based solely upon
203 Seller's actual knowledge of the condition of the Property, without necessarily having performed any inspections or tests. Notwithstanding receipt and review
204 of Seller's completed Addendum, Buyer is cautioned to exercise their own due diligence by using experts and specialists of Buyer's choice. Neither Seller's
205 nor Buyer's Agents are experts or specialists in vacant land. As more fully described in the Addendum, Buyer shall have a five (5) business day right to
206 revoke their offer by giving Seller, or the Seller's Agent, written notice of revocation following Buyer's or Buyer's Agent's acknowledgment of delivery of the
207 completed Addendum. Unless waived by Buyer in writing, Seller's or Seller's Agent's failure to deliver the Addendum with all required documents
208 and information to a Buyer that has made a written offer to purchase the Property, shall entitle Buyer to exercise their right of revocation up to the
209 moment of closing. The right of revocation expires automatically upon closing.

210 **SELLER REPRESENTATIONS**

211 **11. SELLER REPRESENTATIONS:** Subject to other written disclosures made by Seller as a part of this transaction, Seller makes the
212 following representations to Buyer:

214 (1) The Property is served by and/or connected to (check all that apply):  a public sewer system;  an onsite sewage system;  a
215 public water system;  a private well and/or shared well;  other (e.g., surface springs, cistern, etc.) described:
216 \_\_\_\_\_  none of the preceding.

217 (2) The Property will be in substantially its present condition at the time Buyer is entitled to possession.

218 (3) Seller has no notice of any liens or assessments to be levied against the Property.

219 (4) Seller has no notice from any governmental agency of a condemnation, environmental, zoning or similar proceeding, existing or
220 planned, which could detrimentally affect the use, development, or value of the Property.

221 (5) Seller knows of no material defects in or about the Property.

222 (6) Seller has no notice from any governmental agency of any violation of law relating to the Property.

223 (7) Seller has no knowledge of any of the following matters affecting the use or operation of the Property: (a) past or present non-
224 resource uses (e.g., cemeteries, landfills, dumps, etc.); (b) unrecorded access easements or agreements (e.g., for harvesting, fishing,
225 hunting, livestock movement and pasture, etc.); (c) state or federal agreements/requirements regarding crops, grazing, reforestation,
226 etc.; (d) supplier agreements, production processing commitments or other similar contracts.

227 (8) Well(s), water source(s), and/or water district resources have been adequate under Seller's current usage of the Property.

228 (9) Water rights (e.g., irrigation, agricultural), for not less than (Seller to complete) 11 acres, have been utilized and applied for
229 beneficial use within the last five (5) years and are current and shall be transferred to Buyer at Closing. Water rights may be subject to
230 certain conditions. Buyer should verify compliance with appropriate agency.

231 (10) Seller knows of no material discrepancies between visible lines of possession and use (such as existing fences, hedges, landscaping,
232 structures, driveways, and other such improvements) currently existing on the Property offered for sale and the legal description of the Property.

233 (11) Seller is not a "foreign person" under the Foreign Investment in Real Property Tax Act ("FIRPTA") as defined in this Agreement.

234 (12) Seller agrees to promptly notify Buyer if, prior to Closing, Seller receives actual notice of any event or condition that could result in
235 making any previously disclosed material information relating to the Property substantially misleading or incorrect.

236 These representations are made to the best of Seller's knowledge. Seller may have made no investigations. Exceptions to items (1)
237 through (12) are: \_\_\_\_\_ (For more exceptions see Addendum \_\_\_\_\_).

238 Buyer acknowledges that the above representations are not warranties regarding the condition of the Property and are not a substitute for, nor in
239 lieu of, Buyer's own responsibility to conduct a thorough and complete independent investigation, including the use of professionals, where
240 appropriate, regarding all material matters bearing on the condition of the Property, its value and its suitability for Buyer's intended use. Neither
241 the Buyer's nor Seller's Agents shall be responsible for conducting any inspection or investigation of any aspects of the Property.

242 **12.1 SELLER ADVISORY: OREGON STATE TAX WITHHOLDING OBLIGATIONS:** Subject to certain exceptions, Escrow is required to withhold a
243 portion of Seller's proceeds if Seller is a non-resident individual or corporation as defined under Oregon law. Buyer and Seller agree to cooperate
244 with Escrow by executing and delivering any instrument, affidavit or statement as requested, and to perform any acts reasonable or necessary to
245 carry out the provisions of Oregon law.

Buyer Initials MLB / \_\_\_\_\_ Date 9/1/2017 | 07:50 PDT

Seller Initials KK - DM Date 9-8-17

This form has been licensed for use solely by Eric Poole pursuant to a Forms License Agreement with Oregon Real Estate Forms, LLC.
LINES WITH THIS SYMBOL ← REQUIRE A SIGNATURE OF BUYER AND/OR SELLER AND DATE
Copyright Oregon Real Estate Forms, LLC 2017 www.orefonline.com
No portion may be reproduced without express permission of Oregon Real Estate Forms, LLC OREF 008



Sale Agreement # 081517ep

246 12.2 SELLER/BUYER ADVISORY: FIRPTA TAX WITHHOLDING REQUIREMENT: Seller and Buyer are advised that upon Closing, a Federal law, known
247 as the Foreign Investment in Real Property Tax Act ("FIRPTA"), requires buyers to withhold a portion of a seller's proceeds if the real property is located within
248 the United States and the seller is a "foreign person" who does not qualify for an exemption ("Withholding Requirement"). A "foreign person" includes a non-
249 resident alien individual, foreign corporation, foreign partnership, foreign trust or a foreign estate. Generally, the following rules apply under FIRPTA: (a) There
250 is no Withholding Requirement, even if the seller is a "foreign person", if: (i) The purchase price of the property is not more than \$300,000; and (ii) The property
251 will be occupied as a residence by a buyer who is an individual (or a member of his/her family) (iii) for at least 50% of the number of days (excluding days the
252 property is vacant) it is used by such person during each of the first two 12-month periods following the date of closing; (b) The Withholding Requirement will
253 be ten percent (10%) of the purchase price when the seller is a "foreign person" and the purchase price is over \$300,000, but less than \$1,000,000, and (a)(ii)
254 and (iii) above apply; and (c) The Withholding Requirement will be a fifteen percent (15%) of the purchase price when the seller is a "foreign person" and the
255 purchase price is over \$1,000,000, regardless of use of the property. If FIRPTA applies, even if there is an exemption, Seller and Buyer should
256 complete and sign the FIRPTA Addendum, OREF 093. Seller's and Buyer's Agents are not experts in FIRPTA and will not act as a transferor or
257 transferee agent for purposes of the Withholding Requirement. If FIRPTA may apply in this transaction, Seller and Buyer should promptly consult
258 their own experts familiar with the law and regulations. For further information, Seller and Buyer should go to: http://www.realtor.org/articles/firpta-
259 withholding-rate-increasing-to-15.

260 13. "AS-IS": Except for Seller's express written agreements and written representations contained herein, and Seller's Property Disclosure, if
261 any, Buyer is purchasing the Property "AS-IS," in its present condition and with all defects apparent or not apparent.

MISCELLANEOUS ITEMS

263 14. ADDITIONAL PROVISIONS: See Addendum A
264
265
266
267 For additional provisions, see Addendum A

CLOSING/ESCROW

268 15. ESCROW: This transaction shall be Closed at First American Title ("Escrow"), a neutral escrow
269 located in the State of Oregon. Costs of Escrow shall be shared equally between Buyer and Seller, unless otherwise provided herein. Unless otherwise
270 provided herein, the parties agree as follows: Seller authorizes Listing Firm to order a preliminary title report and owner's title policy at Seller's expense and
271 further authorizes Escrow to pay out of the cash proceeds of sale the expense of furnishing such policy, Seller's recording fees, Seller's Closing costs and any
272 encumbrances on the Property payable by Seller on or before Closing. Buyer shall deposit with Escrow sufficient funds necessary to pay Buyer's recording
273 fees, Buyer's Closing costs, and lender's fees, if any. Real estate fees, commissions or other compensation for professional real estate services provided by
274 Buyer's or Seller's Agent's Firms shall be paid at Closing in accordance with the listing agreement, buyer service agreement or other written agreement for
275 compensation.

277 16. PRORATIONS: Prorates for rents, current year's taxes, interest on assumed obligations, and other prepaid expenses attributable to the
278 Property shall be as of: (check one) [X] the Closing Date; [ ] date Buyer is entitled to possession; or [ ]

279 17. RECEIPT FOR EARNEST MONEY: Buyer's Agent's Firm acknowledges receipt of earnest money from Buyer in the sum of \$ 5,000.00
280 evidenced by (check all that apply):

281 17.1 [ ] CASH Deposit in Buyer's Agent's Firm's client trust account, and [ ] Remain there until disbursement. Or [ ] thereafter be promptly deposited with
282 Escrow.

283 17.2 [ ] CHECK Hold any earnest money that is in the form of a check undeposited until this Agreement is signed and accepted by Buyer and Seller, after
284 which time it is to be deposited within three (3) banking days of receipt as follows: [ ] In Buyer's Agent's Firm's client trust account and remain there until
285 disbursement. [ ] In Buyer's Agent's Firm's client trust account and thereafter deposit with Escrow. [ ] Deposit with Escrow.

286 17.3 [X] PROMISSORY NOTE (See attached OREF 060 Promissory Note).

287 17.4 [ ] Other form of earnest money deposit:

288 17.5 BUYER'S AGENT AND BUYER'S AGENT'S FIRM SHALL HAVE NO FURTHER LIABILITY TO BUYER OR SELLER REGARDING ANY
289 EARNEST MONEY THAT IS TRANSFERRED PURSUANT TO THE ABOVE INSTRUCTIONS.

290 Full Circle Real Estate
291 Buyer's Agent's Firm

Eric Poole 9/1/2017 | 07:51 PDT
Buyer's Agent's Signature

Buyer Initials MMB / Date 9/1/2017 | 07:50 PDT

Seller Initials KK / Date 9-8-17



Sale Agreement # 081517ep

292 18. EARNEST MONEY DEPOSIT INSTRUCTIONS TO ESCROW: Escrow is hereby instructed by Buyer and Seller as follows: (1) Upon your receipt
293 of a copy of this Agreement marked "rejected" by Buyer's or Seller's Agents Firm's written advice that the offer is "rejected" by Seller, you are to
294 refund all earnest money to Buyer; (2) Upon your receipt of a copy of this Agreement signed by Buyer and Seller set up an escrow account and
295 proceed with Closing in accordance with the terms of this Agreement. If you determine that the transaction cannot be Closed for any reason
296 (whether or not there is then a dispute between Buyer and Seller), you are to hold all earnest money deposits until you receive written instructions
297 from Buyer and Seller, or a final ruling from a court or arbitrator, as to disposition of such deposits.

298 19. EARNEST MONEY PAYMENT/REFUND: If (1) Seller does not approve this Agreement; or (2) Seller signs and accepts this Agreement but fails
299 to furnish marketable title; or (3) Seller fails to complete this transaction in accordance with this Agreement, or perform any other act as herein
300 provided; or (4) any condition which Buyer has made an express contingency in this Agreement (and has not been otherwise waived) fails through
301 no fault of Buyer, then all earnest money shall be promptly refunded to Buyer. However, acceptance by Buyer of the refund shall not constitute a
302 waiver of other legal remedies available to Buyer. If Seller signs and accepts this Agreement and title is marketable; and (1) Buyer has
303 misrepresented Buyer's financial status; or (2) Buyer's bank does not pay, when presented, any check given as earnest money; or (3) Buyer fails to
304 redeem, when due, any note given as earnest money; or (4) Buyer fails to complete this transaction in accordance with this Agreement, or perform
305 any other act as herein provided, then all earnest money paid or agreed to be paid shall be paid to Seller either as liquidated damages or as
306 otherwise allowed under Oregon law, and this transaction shall be terminated. It is the intention of the parties that Seller's sole remedy against
307 Buyer for Buyer's failure to Close this transaction shall be limited to the amount of earnest money paid or agreed to be paid herein.

308 20.1 CLOSING: Closing shall occur on a date mutually agreed upon between Buyer and Seller, but in no event later than 11/16/2017 ("the
309 Closing Deadline"). The terms "Closed", "Closing" or "Closing Date" shall mean when the deed or contract is recorded and funds are available to Seller.
310 Buyer and Seller acknowledge that for Closing to occur by the Closing Deadline, it may be necessary to execute documents and deposit funds in Escrow
311 prior to that date. Caveat: Section 5 requires three (3) days prior to the Closing Deadline if Escrow is to prepare a note and a deed of trust or mortgage.

312 20.2 THE CLOSING DISCLOSURE: If the Property will be used, or is expected to be used, as Buyer's primary residence, and lender financing is
313 involved, pursuant to the federal TILA-RESPA Integrated Disclosure Rules ("TRID"), Buyer and Seller will each receive a federally-required
314 document called a "Closing Disclosure", which, among other things, summarizes each party's closing costs. TRID requires that the Closing
315 Disclosure must be received by a residential loan borrower at least three (3) business days prior to "consummation" of the transaction, which in
316 most cases in Oregon will be the date on which Buyer signs the loan documents. Under certain circumstances, a change to the Closing Disclosure
317 late in the transaction could result in a delay in Closing to comply with the three business day rule. Such a delay beyond the Closing Deadline
318 could result in termination of the transaction unless Seller and Buyer mutually agree to extend it.

319 20.3 NOTICE REGARDING TITLE INSURANCE COSTS: The manner in which TRID requires title insurance costs to be disclosed differs from the
320 actual costs that may be charged to the parties under Oregon law. In such instances, at Closing, Escrow may issue a separate statement showing
321 the actual costs for an owner's policy of title insurance and, where applicable, the lender's policy of title insurance. Seller and Buyer are
322 encouraged to discuss this with Escrow prior to Closing.

324 21. DEED: Seller shall convey marketable title to the Property by statutory warranty deed (or good and sufficient personal representative's or trustee's or similar
325 legal fiduciary's deed, where applicable) free and clear of all liens of record, except property taxes that are a lien but not yet payable, zoning ordinances, building
326 and use restrictions, reservations in federal patents, easements of record that affect the Property, covenants, conditions and restrictions of record, and those
327 matters accepted by Buyer pursuant to Section 7. If Buyer's title will be held in the name of more than one person see Section 30 regarding forms of co-ownership.

328 22. POSSESSION: Seller shall deliver possession of the Property to Buyer (select one):
329 (1) [X] by 5:00 p.m. on Closing;
330 (2) [ ] by [ ] a.m. [ ] p.m. \_\_\_\_\_ days after Closing;
331 (3) [ ] by [ ] a.m. [ ] p.m. on the \_\_\_\_\_ day of \_\_\_\_\_.

DEFINITIONS/INSTRUCTIONS

333 23. DEFINITIONS/INSTRUCTIONS: (1) All references in this Sale Agreement to "Agent" and "Firm" shall refer to Buyer's and Seller's real
334 estate agents licensed in the State of Oregon and the respective real estate companies with which they are affiliated.
335 (2) Time is of the essence of this Agreement.
336 (3) Except as provided in Section 7, above, all written notices or documents, required or permitted under this Agreement to be delivered to Buyer or
337 Seller may be delivered to their respective Agent with the same effect as if delivered to that Buyer or Seller. Upon opening of this transaction with the
338 title company identified at Section 15, above, Buyer, Seller, and their respective Agents, where applicable, shall provide escrow with their preferred
339 means of notification (e.g. email or text address, facsimile number, or mailing or personal delivery address, or other), which shall serve as the
340 primary location for receipt of all notices or documents (hereinafter, "Contact Location")

Buyer Initials MAB / Date 9/1/2017 | 07:50 PDT

Seller Initials LK [Signature] Date 9-8-17

This form has been licensed for use solely by Eric Poole pursuant to a Forms License Agreement with Oregon Real Estate Forms, LLC.

LINES WITH THIS SYMBOL ← REQUIRE A SIGNATURE OF BUYER AND/OR SELLER AND DATE

Copyright Oregon Real Estate Forms, LLC 2017 www.orefonline.com

No portion may be reproduced without express permission of Oregon Real Estate Forms, LLC

OREF 008

VACANT LAND REAL ESTATE SALE AGREEMENT- Page 7 of 10



Sale Agreement # 081517ep

- 341 (4) Agent(s) and Firm(s) identified in the Final Agency Acknowledgment Section above are not parties to this Agreement.
- 342 (5) A "business day" shall mean Monday through Friday, except recognized state and federal holidays.
- 343 (6) Unless Seller and Buyer expressly provide otherwise, the phrase "signed and accepted" in the printed text of this Sale Agreement, or any
- 344 addendum or counteroffer, however designated (collectively, "the Agreement" or "the Sale Agreement"), shall mean the date and time that either the
- 345 Seller and/or Buyer has/have: (a) Signed their acceptance of the Agreement received from the other party, or their Agents, and (b) Transmitted it to
- 346 the sending party, or their Agent, either by manual delivery ("Manual Delivery"), or by facsimile or electronic mail/text (collectively, "Electronic
- 347 Transmission"). When the Agreement is "signed and accepted" as defined herein, the Agreement becomes legally binding on Buyer and Seller, and
- 348 neither has the ability to withdraw their offer or counteroffer, as the case may be.
- 349 (7) The sending of a signed acceptance of the Agreement via Electronic Transmission from one party, or their Agent, to the other party, or their
- 350 Agent, shall have the same effect as Manual Delivery of the signed original. If the parties intend to use any other method for transmitting a signed
- 351 offer or acceptance of the Agreement (such as regular mail, certified mail, or overnight delivery), they should so specify at Section 14 (Additional
- 352 Provisions) of this Sale Agreement.
- 353 (8) Time calculated in days after the date Buyer and Seller have signed and accepted this Agreement shall start on the first full business day after
- 354 the date they have signed and accepted it.
- 355 (9) This Agreement is binding upon the heirs, personal representatives, successors and assigns of Buyer and Seller. However, Buyer's rights
- 356 under this Agreement or in the Property are not assignable without prior written consent of Seller.
- 357 (10) This Agreement may be signed in multiple legible counterparts with the same legal effect as if all parties signed the same document.
- 358 (11) Unless a different time is specified in the Agreement, all deadlines for performance, however designated, that are measured in business or
- 359 calendar days, shall terminate as of 5:00 p.m. on the last day of that deadline, however designated.

360 **24. APPROVED USES:** THE PROPERTY DESCRIBED IN THIS INSTRUMENT MAY NOT BE WITHIN A FIRE PROTECTION DISTRICT  
 361 PROTECTING STRUCTURES. THE PROPERTY IS SUBJECT TO LAND USE LAWS AND REGULATIONS THAT, IN FARM OR FOREST  
 362 ZONES, MAY NOT AUTHORIZE CONSTRUCTION OR SITING OF A RESIDENCE AND THAT LIMIT LAWSUITS AGAINST FARMING OR  
 363 FOREST PRACTICES, AS DEFINED IN ORS 30.930, IN ALL ZONES. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON  
 364 TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO  
 365 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009,  
 366 AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON  
 367 ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO  
 368 VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010  
 369 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO VERIFY THE EXISTENCE OF FIRE PROTECTION FOR  
 370 STRUCTURES AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300,195.301  
 371 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855,  
 372 OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

373 **25. IRC 1031 EXCHANGE:** In the event Buyer or Seller elects to complete an IRC 1031 exchange in this transaction, the other party agrees to cooperate with  
 374 them, and the accommodator, if any, in a manner necessary to complete the exchange, so long as it will not delay the Close of escrow or cause additional  
 375 expense or liability to the cooperating party. Unless otherwise provided herein, this provision shall not become a contingency to the Closing of this transaction.

376 **26. LEVY OF ADDITIONAL PROPERTY TAXES:** The Property: (check one)  is  is not specially assessed for property taxes (e.g., farm, forest or  
 377 other) in a way which may result in levy of additional taxes in the future. If it is specially assessed, Seller represents that the Property is current as to  
 378 income or other conditions required to preserve its deferred tax status. If, as a result of Buyer's actions or the Closing of this transaction, the Property  
 379 either is disqualified from special use assessment or loses its deferred property tax status, unless otherwise specifically provided in this Agreement,  
 380 Buyer shall be responsible for and shall pay when due, any deferred and/or additional taxes and interest that may be levied against the Property and  
 381 shall hold Seller completely harmless therefrom. However, if as a result of Seller's actions prior to Closing, the Property either is disqualified from its  
 382 entitlement to special use assessment or loses its deferred property tax status, Buyer may, at Buyer's sole option, promptly terminate this transaction and  
 383 receive a refund of all deposits paid by Buyer in anticipation of Closing; or Close this transaction and hold Seller responsible to pay into Escrow all  
 384 deferred and/or additional taxes and interest that may be levied or recaptured against the Property and shall hold Buyer completely harmless therefrom.  
 385 The preceding shall not be construed to limit Buyer's or Seller's available remedies or damages arising from a breach of this Section 26.

**DISPUTE RESOLUTION**

386 **27. FILING OF CLAIMS:** All claims, controversies and disputes between Seller, Buyer, Agents, and/or Firms, arising under this Sale Agreement,  
 387 including those for rescission (hereinafter collectively referred to as "Claims"), shall be exclusively resolved in accordance with the procedures set forth  
 388 herein, which shall survive Closing or earlier termination of this transaction. All Claims shall be governed exclusively by Oregon law, and venue shall be  
 389 placed in the county where the real property is situated. Filing a Claim for arbitration shall be treated the same as filing in court for purposes of meeting

Buyer Initials MB / Date 9/1/2017 | 07:50 PDT

Seller Initials KK / Date 9-8-17

This form has been licensed for use solely by Eric Poole pursuant to a Forms License Agreement with Oregon Real Estate Forms, LLC.

LINES WITH THIS SYMBOL ← REQUIRE A SIGNATURE OF BUYER AND/OR SELLER AND DATE  
Copyright Oregon Real Estate Forms, LLC 2017 www.orefonline.com

No portion may be reproduced without express permission of Oregon Real Estate Forms, LLC OREF 008  
VACANT LAND REAL ESTATE SALE AGREEMENT- Page 8 of 10



Sale Agreement # 081517ep

390 any applicable statutes of limitation or statute of ultimate repose, and for purposes of filing a *lis pendens*. BY CONSENTING TO THE PROVISIONS
391 HEREIN, BUYER AND SELLER ACKNOWLEDGE THAT THEY ARE GIVING UP THE CONSTITUTIONAL RIGHT TO HAVE THE CLAIM TRIED BY A
392 JUDGE OR JURY IN STATE OR FEDERAL COURT.

393 28. EXCLUSIONS: The following shall not constitute Claims: (1) Any proceeding to enforce or interpret a mortgage, trust deed, land sale contract
394 or recorded construction lien; (2) A forcible entry and detainer action (eviction); (3) If the matter is exclusively between REALTORS® and is
395 otherwise required to be resolved under the Professional Standards Ethics and Arbitration provisions of the National Association of REALTORS®;
396 (4) If the matter relates to a commission or fee with an Agent or Firm, and the written listing, service or fee agreement with Buyer or Seller
397 contains a mandatory mediation and/or arbitration provision; and (5) Filing in court for the issuance of provisional process described under the
398 Oregon Rules of Civil Procedure, provided, however, such filing shall not constitute a waiver of the right or duty to utilize the dispute resolution
399 procedures described herein for the adjudication of any Claims.

400 29.1 SMALL CLAIMS BETWEEN BUYER AND SELLER: All Claims between Buyer and Seller that are within the jurisdiction of the Small
401 Claims Court of the county in which the property is located, shall be brought and decided there, in lieu of mediation, arbitration or litigation in any
402 other forum. Notwithstanding ORS 46.455(3), neither Buyer nor Seller shall have a right to request a jury trial and so remove the matter from the
403 Small Claims Department of the Circuit Court. A judgment in Small Claims Court is final and binding and there is no right of appeal.

404 29.2 MEDIATION AND ARBITRATION BETWEEN BUYER AND SELLER: If Buyer and/or Seller's Agent is a member of the National
405 Association of REALTORS®, all Claims shall be submitted to mediation in accordance with the procedures of the Home Seller/Home Buyer
406 Dispute Resolution System of the National Association of REALTORS® ("the System"). If an Agent is not a member of the National Association
407 of REALTORS®, or the System is not available through the Agent's Realtor® organization, then all Claims shall be submitted to mediation
408 through the program administered by Arbitration Service of Portland ("ASP"). All Claims that have not been resolved by mediation as described
409 herein shall be submitted to final and binding arbitration in accordance the then-existing rules of ASP. The prevailing party in any arbitration
410 between Buyer and Seller shall be entitled to recovery of all reasonable attorney fees, filing fees, costs, disbursements, and mediator and arbitrator
411 fees. Provided, however, a prevailing party shall not be entitled to any award of attorney fees unless it is first established to the satisfaction of the
412 arbitrator(s) (or judge, if applicable) that the prevailing party offered or agreed in writing to participate in mediation prior to, or promptly upon, the
413 filing for arbitration.

414 29.3 MEDIATION AND ARBITRATION INVOLVING AGENTS/FIRMS: All Claims that include Agents or their Firms shall be resolved in accordance
415 with the mediation and arbitration process described in Section 28.3 above, and if applicable, the prevailing party shall be entitled to an award of
416 attorney fees, filing fees, cost, disbursements, and mediator and arbitrator fees, as provided therein.

SIGNATURE INSTRUCTIONS

417 30. OFFER TO PURCHASE: Buyer offers to purchase the Property upon the terms and conditions set forth in this Agreement. Buyer
418 acknowledges receipt of a completely filled in copy of this Agreement, which Buyer has fully read and understands. Buyer acknowledges
419 that Buyer has not relied upon any oral or written statements, made by Seller or any Agents that are not expressly contained in this
420 Agreement. Neither Seller nor any Agent(s) warrant the square footage of any structure or the size of any land being purchased. If square
421 footage or land size is a material consideration, all structures and land should be measured by Buyer prior to signing, or should be made
422 an express contingency in this Agreement.

423 Deed or contract shall be prepared in the name of To be supplied through escrow

424 Co-Ownership Note: Buyer should secure advice from an expert or attorney regarding different forms of co-ownership and rights of survivorship.
425 Agents are not qualified to provide advice on these issues. Once the form of ownership is determined, Buyer should promptly notify Escrow.

426 This offer shall automatically expire on (insert date) September 8, 2017 at 3 a.m. [X] p.m., (the "Offer Deadline"), if not
427 accepted by that time. Buyer may withdraw this offer before the Offer Deadline any time prior to Seller's transmission of signed acceptance. If
428 Seller accepts this offer after the Offer Deadline, it shall not be binding upon Buyer unless accepted by Buyer in writing within business days
429 (two [2] if not filled in) after the date of Seller's acceptance by so indicating at Section 33.2. This offer may be accepted by Seller only in writing.

430 Buyer Michael A. Black Date 9/1/2017 | 07:50 PDT a.m. p.m. ←

City of Ashland

431 Buyer Date a.m. p.m. ←

432 Address Zip

433 Phone Fax E-mail

434 This offer was submitted to Seller for signature on the day of , at a.m. p.m.
435 By (Agent(s) presenting offer).

Buyer Initials MAB / Date 9/1/2017 | 07:50 PDT

Seller Initials KK Date 9-8-17

This form has been licensed for use solely by Eric Poole pursuant to a Forms License Agreement with Oregon Real Estate Forms, LLC.
LINES WITH THIS SYMBOL ← REQUIRE A SIGNATURE OF BUYER AND/OR SELLER AND DATE
Copyright Oregon Real Estate Forms, LLC 2017 www.orefonline.com
No portion may be reproduced without express permission of Oregon Real Estate Forms, LLC OREF 008
VACANT LAND REAL ESTATE SALE AGREEMENT- Page 9 of 10



Sale Agreement # 081517ep

436 31. AGREEMENT TO SELL / ACKNOWLEDGEMENTS / DISPOSITION OF EARNEST MONEY: Seller accepts Buyer's offer. Seller acknowledges  
437 receipt of a completely filled-in copy of this Agreement, which Seller has fully read and understands. Seller acknowledges that Seller has not  
438 relied upon any oral or written statements of Buyer or of any Agent(s) that are not expressly contained in this Agreement. Seller instructs that  
439 all earnest money distributable to Seller pursuant to Section 19, shall be disbursed as follows after deduction of any title insurance and  
440 Escrow cancellation charges: (check one)  First to Seller's Agent Firm to the extent of the agreed commission just as if the transaction  
441 had been Closed, with residue to Seller,  or \_\_\_\_\_

442 Seller K. Kahle Date 9-8-17, 10:30 a.m. p.m. ←  
Kathleen Kahle

443 Seller Paul B Mace Date 9/8/17, 10:30 a.m. p.m. ←  
Paul B Mace

444 Address \_\_\_\_\_ Zip \_\_\_\_\_  
445 Phone Home \_\_\_\_\_ Fax \_\_\_\_\_ E-mail \_\_\_\_\_

446 32. SELLER'S REJECTION/COUNTER OFFER (select only one):  Seller does not accept the above offer, but makes the attached counter offer;  
447  Seller rejects Buyer's offer.

448 Seller \_\_\_\_\_ Date \_\_\_\_\_ a.m. p.m. ←  
Kathleen Kahle

449 Seller \_\_\_\_\_ Date \_\_\_\_\_ a.m. p.m. ←  
Paul B Mace

450 Address \_\_\_\_\_ Zip \_\_\_\_\_  
451 Phone Home \_\_\_\_\_ Fax \_\_\_\_\_ E-mail \_\_\_\_\_

452 33.1 BUYER'S ACKNOWLEDGMENT: Buyer acknowledges receipt of a copy of Seller's signed response to Buyer's offer. (Note: The date and time of  
453 Buyer's signed acknowledgment below is not the moment this Agreement becomes binding upon the parties. See Section 23 (6), above.

454 Buyer City of Ashland Date \_\_\_\_\_ a.m. p.m. ←

455 Buyer \_\_\_\_\_ Date \_\_\_\_\_ a.m. p.m. ←

456 33.2 SELLER'S LATE ACCEPTANCE: If Seller signed where indicated at Section 31 accepting Buyer's offer, but transmitted it to Buyer or Buyer's  
457 Agent after the Offer Deadline identified at Section 30, above, Buyer (select only one)  agrees  does not agree, to be bound thereby. (The  
458 failure to check either box shall constitute rejection of Seller's acceptance after the Offer Deadline.) If Buyer checks the box agreeing to be  
459 bound by Seller's late acceptance occurring after the Offer Deadline, this Sale Agreement shall become binding on all parties only when Buyer(s)  
460 has/have signed below and transmitted it to Seller or Seller's Agent.

461 Buyer City of Ashland Date \_\_\_\_\_ a.m. p.m. ←

462 Buyer \_\_\_\_\_ Date \_\_\_\_\_ a.m. p.m. ←

463 If Buyer(s) has/have checked the box and signed where indicated in this Section 32.2, agreeing to be bound by Seller's late acceptance of Buyer's  
464 offer, Buyer or Buyer's Agent must complete the information below and thereafter promptly transmit this completed Agreement to Seller or  
465 Seller's Agent:

466 Enter Date, Time, and Method of Transmission of Buyer's Acceptance: \_\_\_\_\_ ;

467 Enter Identity of Sender: \_\_\_\_\_

468 **NO CHANGES OR ALTERATIONS ARE PERMITTED TO ANY PORTION OF THE PRE-PRINTED FORMAT OR TEXT OF THIS FORM. ANY**  
469 **SUCH PROPOSED CHANGES OR ALTERATIONS SHOULD BE MADE ON A SEPARATE DOCUMENT. CHANGES BY BUYER'S OR**  
470 **SELLER'S AGENT TO THE TERMS OR PROVISIONS ABOVE BUYER'S SIGNATURE SHOULD ALSO BE ON A SEPARATE DOCUMENT.**

Buyer Initials MB / \_\_\_\_\_ Date 9/1/2017 | 07:50 PDT

Seller Initials KK-PM Date 9-8-17

This form has been licensed for use solely by Eric Poole pursuant to a Forms License Agreement with Oregon Real Estate Forms, LLC.  
LINES WITH THIS SYMBOL ← REQUIRE A SIGNATURE OF BUYER AND/OR SELLER AND DATE  
Copyright Oregon Real Estate Forms, LLC 2017 www.orefonline.com  
No portion may be reproduced without express permission of Oregon Real Estate Forms, LLC OREF 008  
VACANT LAND REAL ESTATE SALE AGREEMENT- Page 10 of 10

**APPRAISAL OF:**

**11.5 Acres of Land  
345 Clinton Street  
Ashland, Oregon**

**Prepared For:  
City of Ashland  
Parks and Recreation  
Commission**

**Report Date:  
July 21, 2017**

**Date of Value:  
July 7, 2017**

**BROWN, CHUDLEIGH, SCHULER, MYERS, AND ASSOCIATES**  
REAL ESTATE APPRAISALS - CONSULTING

**CASCADE CHARTER COMPANY, LLC**

# TABLE OF CONTENTS

	<u>Page</u>
Letter of Transmittal.....	i
Appraisal Problems and Issues .....	iii
Summary of Salient Data.....	xiv
Purpose of Appraisal .....	1
Client/Intended Use/Users of the Appraisal.....	1
Date of Value.....	1
Date of Inspection.....	1
Property Rights Appraised.....	1
Definitions.....	2
Scope of Appraisal .....	4
Legal Description.....	6
Property Ownership and History .....	6
Exposure and Marketing Time.....	7
Location Analysis.....	10
The Land .....	19
Highest and Best Use .....	24
Assessed Valuation and Taxes .....	28
Land Value by Comparison .....	30
Valuation .....	47
Assumptions and Limiting Conditions.....	48
Certification.....	51

## Addenda

- Subject Photographs
- Property Evaluation
- Title Report
- Floodplain and Slope Map
- Pre-Application
- Contract for Personal Services

## Qualifications

BROWN, CHUDLEIGH, SCHULER, MYERS, AND ASSOCIATES

REAL ESTATE APPRAISALS – CONSULTING

LAWRENCE E. BROWN, MAI CRE (1942-1990)

WALTER H. CHUDLEIGH III, MAI

GREGORY S. SCHULER

DEAN A. MYERS

July 21, 2017

Mr. Michael Black  
City of Ashland  
Parks and Recreation Commission  
340 South Pioneer Street  
Ashland, Oregon 97520

Reference: Appraisal of the 11.5 acres of land located at 345 Clinton Street in Ashland, Oregon. Our File No. 4327.

Dear Mr. Black:

In response to your request, we have personally examined and appraised the 11.5 acres of land located at 345 Clinton Street in Ashland, Oregon. The purpose of this appraisal is to set forth our opinion relative to the "as is" market value of the **fee simple interest** in the subject property. It is our understanding the appraisal report will be utilized by authorized representatives of the City of Ashland Parks and Recreation Commission for internal decision making purposes. No other purpose, use, or users of this appraisal report are authorized or intended.

This appraisal report is prepared in accordance with the Uniform Standards of Professional Appraisal Practice (USPAP); the Financial Institution's Reform, Recovery, and Enforcement Act of 1989 (FIRREA); and Chapter 12 Code of Federal Regulation Part 34 (12CFR34) of the Office of the Comptroller of the Currency titled, "Real Estate Appraisals." This report is also prepared within the requirements of the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute, the Interagency Appraisal and Evaluation Guidelines (effective December 10, 2010). This appraisal assignment is not based upon a requested minimum valuation, a specific valuation, or the approval of a loan.

Reference is made to the **extraordinary assumptions** presented in The Land and Appraisal Problems and Issues sections of this report. If any of the extraordinary assumptions as stated herein are ultimately found to be false, the value opinion as specified in this appraisal report could be impacted.

Based upon the studies and examinations made, the opinion is formed subject to the limiting conditions and assumptions stated herein, that the "as is" market value of the **fee simple interest** in the subject property based upon economic and market conditions effective as of July 7, 2017 is as follows:

**"As Is" Market Value (July 7, 2017)**

**THREE HUNDRED EIGHTY THOUSAND DOLLARS**

**\$380,000**

The following is a real property appraisal report which details the property description, market data, and value analyses which form the primary basis for the opinion of market value as stated in this report.

Respectfully submitted,

BROWN, CHUDLEIGH, SCHULER,  
MYERS, AND ASSOCIATES



GREGORY S. SCHULER  
Oregon State Certified Appraiser  
License No. C000268  
Expiration Date: May 31, 2019

## **APPRAISAL PROBLEMS AND ISSUES**

The purpose of this appraisal is to provide the “as is” market value of the **fee simple interest** in the subject property. In the process of this appraisal, several problems and issues were encountered that should be understood by the reader of this report to help clarify our methodology in valuing the subject. Therefore, we offer the following discussion.

### Subject Identification

The subject property represents 11.5 acres which is a portion of the larger parcel, Tax Lot 401, which contains a total of 23.35 acres. The current use of the subject larger parcel is a single homesite featuring a 4,650 square foot custom built home with support structures located near the southwest corner of property.

### Proposed Larger Parcel Partitioned Areas

On August 8, 2016 a pre-application for development was submitted by Clason Company, LLC to the City of Ashland. The pre-application indicates preliminary plans to develop a 5.3 acre portion of the subject larger parcel located at the southerly end of the property fronting Clinton Street at the terminus of Briscoe Place. The proposed development would consist of approximately 15 to 19 single-family lots. The remaining 18.05 acres not part of this proposed development would be partitioned into two parcels, one for the existing house (6.55 acres) and the other 11.5 acres representing the subject of this appraisal. A copy of the pre-application is presented in the Addenda. Illustrated on the following page are the three proposed designated partitioned areas.



#### Larger Parcel Site Description

As mentioned previously, there is an existing house with support structures located near the southwest corner of the property. The 5.3 acres of developable land area is located along the southerly portion of the property fronting Clinton Street at the terminus of Briscoe Place. The remaining area, which represents the subject, consists of moderate to steeply sloping land along the westerly boundary and Ashland Adopted Floodplain covering the majority of the northeast portion. Reference is made to the Mace Property Floodplain and Slope map on the following page.

As illustrated on the map, the majority of the subject land area is located within the Ashland Adopted Floodplain. The small area outside the floodplain along the westerly boundary consists of slopes ranging from 16 percent to greater than 35 percent, which is considered to have severe constraints for potential development.



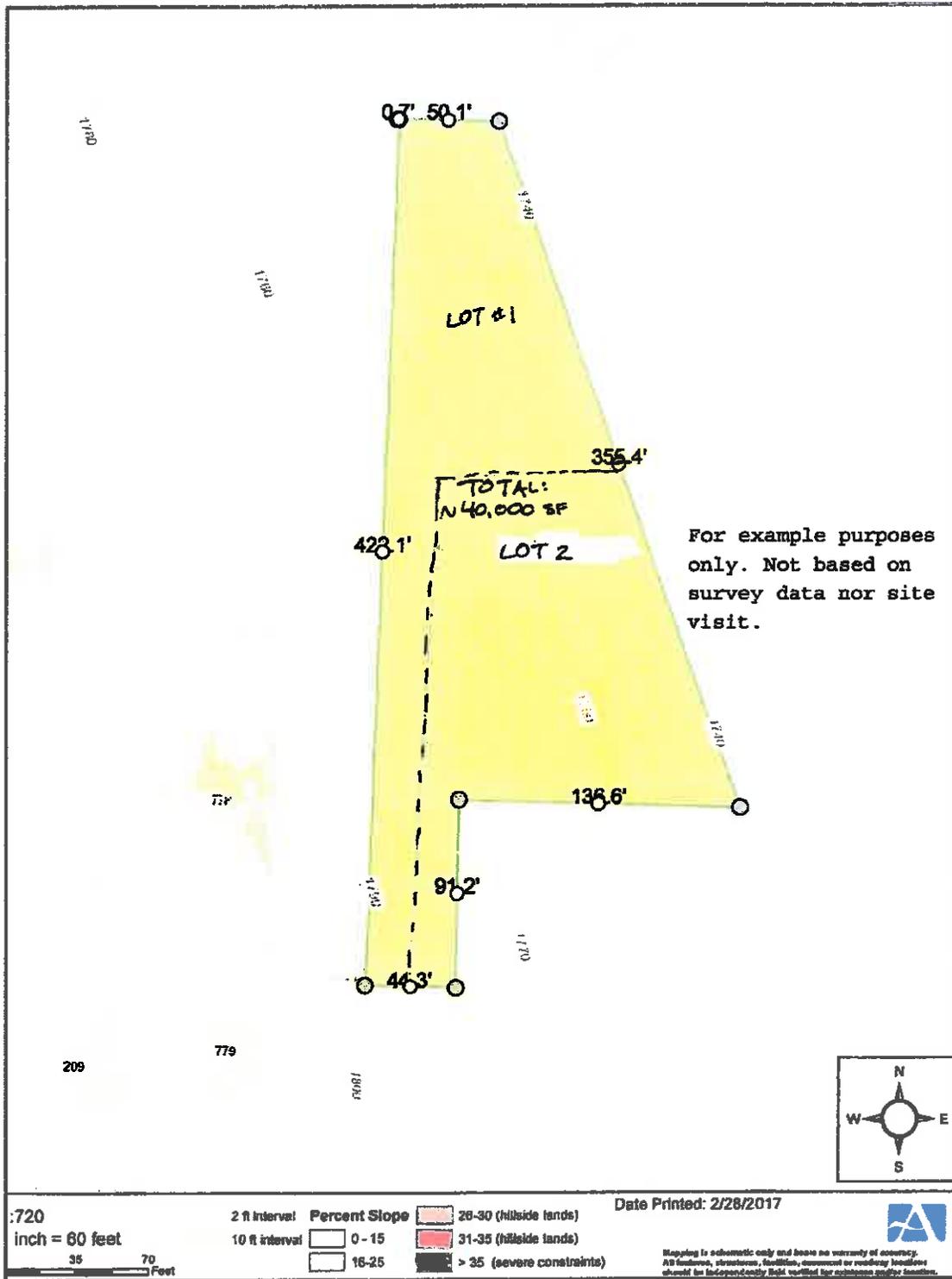
Subject Development Potential

We worked extensively with Maria Harris, the Planning Manager for the City of Ashland on the development potential on the subject 11.5 acres. As mentioned previously, the majority of the subject property is within Ashland Adopted Floodplain or exhibits slopes greater than 35 percent, which is considered a severe constraints area for potential development. According to the Ashland Planning Department, development within the Ashland Adopted Floodplain and severe constraints areas is not allowed. However, density within floodplain/severe constraints areas can be transferred to buildable areas within the same larger parcel. According to Maria Harris, the density cannot be transferred to a different property within the city of Ashland. This density transfer cannot be increased by more than two times the permitted base density. The permitted base density within the R-1-5 zone is 4.5 dwelling units per acre according to the Ashland development code. If utilizing the 5.3 buildable acres as determined by the pre-application, the base density for this area totals 23 units ( $5.3 \text{ acres} \times 4.5 \text{ du/acre} = 23.85$ ). Therefore, the floodplain/severe constraints area within the subject land area would allow a density transfer up to an additional 23 units to the buildable land area for a total of 46 units. However, after review of the pre-application for the subdivision within this 5.3 acre area, it is our opinion, given the physical constraints of the land as well as conforming to the surrounding developments, increasing the density of this land area beyond the currently allowable 23 units would not be physically possible or feasible on the proposed development area.

The potential transfer of density was also discussed with John Clason, the proposed developer of the 5.3 acres of the larger parcel. Mr. Clason did not believe that having the increased development density from a transfer would benefit the proposed development. It was his opinion that given the probable wetlands and desired setback from the existing home creates physical constraints pointing to a lower density similar to what is proposed in the pre-application. In addition, creating attached housing to take advantage of some density transfer would be out of character with the neighborhood single-family trend of development. Mr. Clason suggested a swap of density transfer to allow greater site coverage on the proposed lots thus creating value with larger home sales. We proposed the greater site coverage to Maria Harris and she indicated that there was no precedent for this type

of density swap for greater site coverage in the city of Ashland. Thus in our opinion the swap is highly unlikely and would require us to evoke a **hypothetical condition** which was not within the scope of this appraisal assignment. As a result, the density transfer from the subject land to the remainder parcel does not contribute any measurable additional value to the land.

Only a small area located at the northwest corner of the property is both outside the floodplain area and exhibits slope elevation below 35 percent. Sloping within this area ranges from 16 to 30 percent. Based upon a property evaluation conducted by Amy Gunter with Rogue Planning & Development Services, Inc., it was her opinion this area of the subject property would be able to accommodate two separate homesites. The building area which would accommodate the two homesites totals 34,000 square feet with a flag driveway extending from Sylvia Street totaling approximately 7,800 square feet for a total area of 41,800 square feet. Reference is made to the property evaluation presented in the Addenda. The following map illustrates the example of homesite placement presented as part of the property evaluation.



After review of the property evaluation, Maria Harris, the Planning Manager for the City of Ashland, provided the following opinion of the proposed homesite areas:

*"I looked at this again this morning and the short answer is they might be able to do two lots, but not in the configuration shown. Though even this is still somewhat doubtful given that a fire truck turnaround would be required because of the length of driveway (320') and the floodplain is further up the hill than referenced in the property evaluation.*

*Lot 2 as shown in the property evaluation does not appear to work because 1) the floodplain boundary is higher than 1740 as referenced in the memo and all newly created lots must have a buildable area outside of the Ashland adopted floodplain (AMC 18.3.1.080.H) and 2) there does not appear to be an adequate buildable area less than 35% (AMC 18.3.10.090.A.2). Additionally, even if you could carve out a buildable area in the 35 – 35% sloped area accessing the potential buildable area with a new driveway does not look like it is possible without crossing slopes of over 35% (AMC 18.3.10.090.3). See the attached floodplain map – Ashland has a more restrictive "Ashland adopted floodplain" than the FEMA in this location. New lots have to have a buildable area above and outside the red line.*

*If they could do two lots it would have to divide the area of "Lot 1" on the project evaluation map into two. The driveway to get there is over 320 feet long and over 15% grade and would have to be 20' wide. This would likely involve widening the existing road/driveway into "severe constraints" areas – requires a geotechnical engineer and meeting the City's requirements for hillside development. Since the driveway is over 250 feet in length, they have to do a fire truck turnaround – this takes a lot of room. And may not leave enough room to build two homes. I still question whether the lots would sell and be developed given the requirements for the driveway construction."*

Based upon the response and opinion of Maria Harris, we are utilizing the area designated as "Lot 1" on the previous map illustration as the buildable area. Given Ms. Harris's skepticism that two homesites could be accommodated within this area, we have deferred to the client's request that two homesites in fact could potentially be developed. Therefore, this appraisal is under the **extraordinary assumption** two homesites could be accommodated within the "Lot 1" land area. Given individual lot areas were not provided, for the purposes of this analysis we have concluded "Lot 1" to be a total of approximately 20,000 square feet, thus resulting in two 10,000 square feet single-family lots. This appraisal is under the

**extraordinary assumption** this determined single-family lot size is an accurate representation of the buildable area. If a more accurate land area is desired, we would recommend that the buildable area be surveyed by a licensed professional land surveyor. Reference is made to the following aerial map illustrating the homesite area within the subject site.



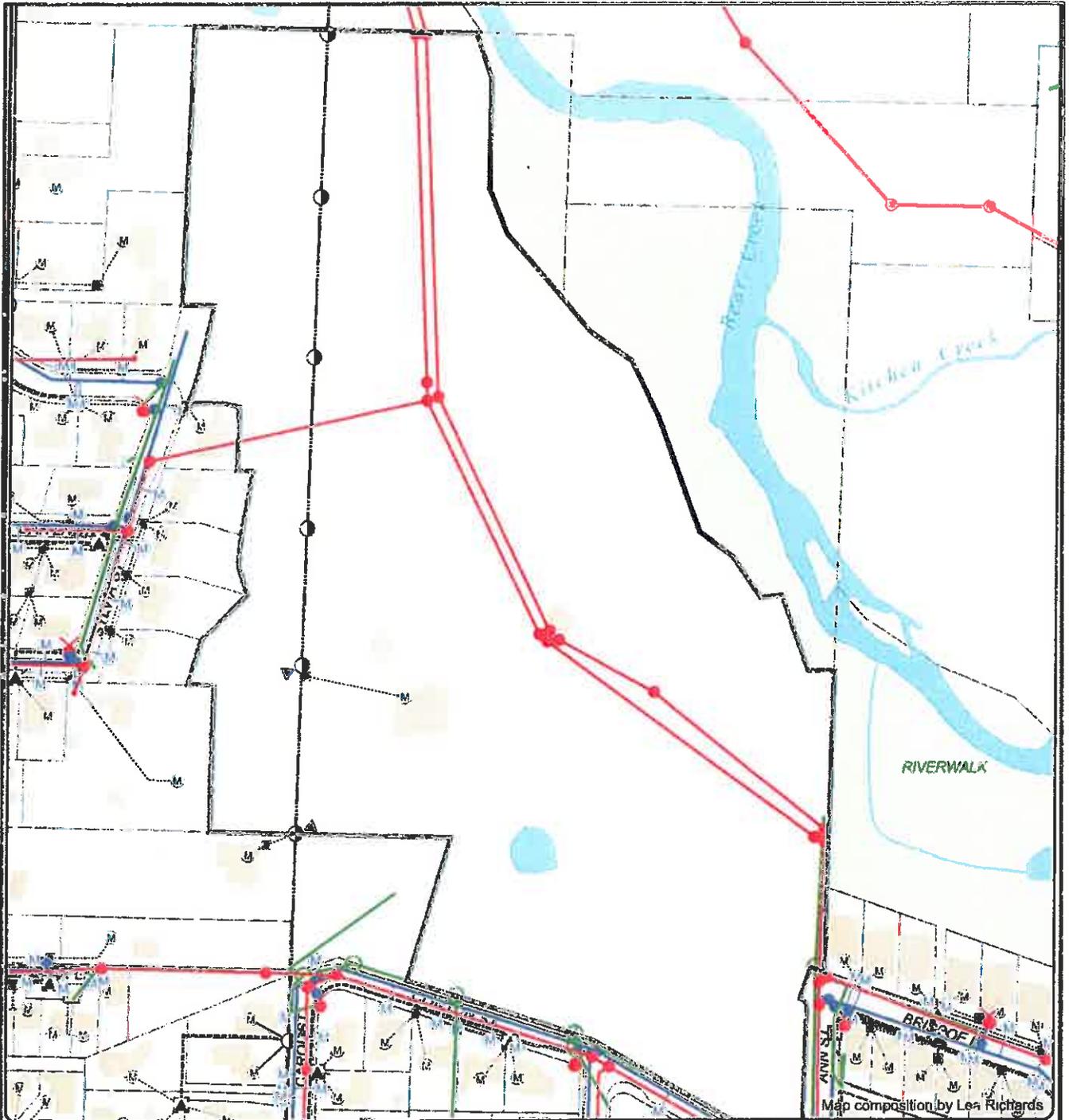
### Infrastructure Concerns

Separate from the concerns regarding the number of potential lots the subject can accommodate, additional concerns arose regarding the infrastructure costs and requirements in order to establish the two homesites. These additional concerns are as follows:

- Sewer and water are currently stubbed to the southerly portion of the subject larger parcel in support of the existing house. However, it is uncertain where these utilities would extend from and the cost associated in order to service the subject homesites. According to the city of Ashland front counter representative, sanitary sewer lines extend north and south adjacent to the west of the subject homesites. In their opinion an extension from this sewer line would be most likely for service to the subject homesites. An attempt

to reach Jason Robustelli, Wastewater Collections Supervisor with the city of Ashland Public Works Waste Water department regarding this matter went unanswered.

- Additionally, an extension of water service from the nearest serviceable water line would be required for the subject homesites. The city of Ashland front counter representative also confirmed a water line along Sylvia Street near the potential access driveway for the subject homesites would be most likely utilized for water service. According to Steve Walker, Water Quality and Distribution Supervisor with the city of Ashland Public Works Water Department, he also believed this to be the most likely water line access to provide water service to the subject homesites. However, Mr. Walker did not provide a follow-up confirmation as he indicated he would regarding a more accurate location of the existing water line from Sylvia Street into the public right-of-way. A map provided by the city of Ashland illustrating the existing utility lines surrounding the subject is presented as follows:



Map composition by Lea Richards

# 345 Clinton

Date Printed: 7/7/2017



1:2,400  
1 inch = 200 feet

- Taxlot Identified
- Building
- Taxlots
- Hydrant
- Sanitary Sewer Utility features
- Electric features
- Storm Water Utility features
- Water Utility features

Mapping is schematic only and bears no warranty of accuracy. All features, structures, facilities, easement or roadway locations should be independently field verified for existence and/or location.



- As indicated on the property evaluation conducted by Amy Gunter with Rogue Planning & Development Services, Inc, the subject homesites would be accessible by a long access driveway extending from Sylvia Street. However, this portion of the subject does not immediately front Sylvia Street. Based upon our personal measurements, there is approximately 115 linear feet of unimproved public right-of-way separating the subject property boundary and Sylvia Street. Conversations with Karl Johnson, Associate Engineer with the city of Ashland Public Works/Engineering Department, indicated in order to install an access driveway and utilize Sylvia Street to access the subject homesite, would most likely require this 115 linear feet of public right-of-way to be improved with half-street improvements including a concrete curb and gutter, to city standards. The cost associated with these half street improvements would be required to be paid by the property owner.

Based upon the previous information regarding the off-site improvement concerns as well as the driveway development concerns as indicated by Maria Harris and the uncertainties regarding the associated costs, it is our opinion a discount to the concluded **base** market value of the subject homesites is appropriate. Therefore, we have applied a discount of 25 percent to the concluded **base** market value of the homesites to account for the probable extra development cost for the proposed homesites.

**SUMMARY OF SALIENT DATA**

**Identification**

345 Clinton Street  
Ashland, Oregon

**Land Area**

The subject totals 11.50 acres or 500,940 square feet representing a portion of Tax Lot 401, which totals 23.35 acres or 1,017,126 square feet based upon Jackson County records.

**Subject Land Allocation**

Identification	Size	
	Acres	Sq. Ft.
Resource Land	11.04	480,940
Homesite	0.23	10,000
Homesite	<u>0.23</u>	<u>10,000</u>
	<u>11.50</u>	<u>500,940</u>

**Date of Value**

July 7, 2017

**Market Value Conclusion**

\$380,000

## **PURPOSE OF APPRAISAL**

The purpose of this appraisal is to set forth our opinion relative to the “as is” market value of the **fee simple interest** in the subject property.

## **CLIENT/INTENDED USE/USERS OF THE APPRAISAL**

The client of this appraisal assignment is City of Ashland Parks and Recreation Commission. It is our understanding that the intended use of this appraisal is for internal decision making purposes. The intended users of this appraisal document are representatives of City of Ashland Parks and Recreation Commission. No other purpose, use, or users of the appraisal report are authorized or intended.

## **DATE OF VALUE**

The opinion of “as is” market value expressed in this report is stated effective as of February 6, 2017 assuming economic and market conditions as existing on that date.

## **DATE OF INSPECTION**

The subject property was physically inspected on February 6, 2017.

## **PROPERTY RIGHTS APPRAISED**

The property rights appraised herein pertain to the **fee simple interest** in the real property which represents the subject of this appraisal.

## DEFINITIONS

### Fee Simple Interest

“Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat.”

Source: The Dictionary of Real Estate Appraisal, Sixth Edition, Appraisal Institute, 2015.

### Extraordinary Assumption

“An assumption, directly related to a specific assignment, as of the effective date of the appraisal results, which, if found to be false, could alter the appraiser’s opinions or conclusions. Comment: Extraordinary assumptions presume as fact otherwise uncertain information about physical, legal, or economic characteristics of the subject property; or about conditions external to the property, such as market conditions or trends; or about the integrity of data used in an analysis.”

Source: The Dictionary of Real Estate Appraisal, Sixth Edition, Appraisal Institute, 2015 and USPAP, 2016-2017 Edition.

### Market Value

“The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition are the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

1. Buyer and seller are typically motivated;
2. Both parties are well informed or well advised and acting in what they consider their own best interests;
3. A reasonable time is allowed for exposure in the open market;

4. Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and,
5. The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.”

Source: 12 C.F.R. Part 34.42(g); 55 *Federal Register* 34696, August 24, 1990, as amended at 57 *Federal Register* 12202, April 9, 1992; 59 *Federal Register* 29499, June 7, 1994. USPAP 2016-2017 Advisory Opinion 22, Lines 58-70.

## SCOPE OF APPRAISAL

The scope of this appraisal has the primary function of researching pertinent market information and developing an opinion relative to the market value of the **fee simple interest** in the subject. The primary valuation of the subject in this analysis is performed through the utilization of the sales comparison approach which is traditionally regarded as the most representative valuation method to be adopted in the appraisal of land similar to the subject.

The scope of the process involved in the research, analysis, and presentation of the appraisal conclusions is inclusive of the following:

1. Discussions in order to accurately identify the nature and objective of the assignment;
2. A preliminary study is conducted in order to determine what information is required and the sources of the information; i.e., development consultants, title companies, real estate agencies, planning representatives, etc.;
3. General information relating to the subject region and specific information relating to the immediate subject area and the property itself is then assembled;
4. An analysis of demographic and economic trends in the subject region is conducted;
5. Based on the information reviewed, determinations are made in regard to the highest and best use of the property;
6. Information is assembled pertaining to market data for use in the valuation approach prepared for the subject. The sources of the market data primarily include the following:
  - Real estate database (SOMLS)
  - County records
  - Representatives of local real estate agencies
  - Real estate appraisers
  - Property managers and ownership representatives
7. Unless stated otherwise, the market data presented in the sales comparison approach section of this report are verified with a buyer, seller, agent, or other representatives involved in the transactions;

8. The subject property as well as the market sales is reviewed with pertinent differences noted. In addition, the neighborhood boundaries of the subject are defined and the land use characteristics of the market area identified;
9. Summary information pertaining to the market data is presented in this report. The usefulness and applicability of the data collected are reviewed with comparisons applied where appropriate in relation to the subject property;
10. The results of the valuation approach utilized are thoroughly examined and a reconciliation or correlation of final value concluded;
11. An appraisal is presented with supporting information categorized and placed into the appraisal work file; and
12. The competency of the appraiser in terms of providing reasonable and supportable conclusions of value is based upon experience in valuing properties having utility similar to the subject. This experience includes the appraisal of property types similar to the subject which are located within the local and regional market area which encompasses the subject community.

## **LEGAL DESCRIPTION**

A title report with complete legal description identifying the subject larger parcel is presented in the Addenda of this report. The larger parcel can also be identified on Jackson County assessment records as Township 39, Range 1 East, Section 4DB, Tax Lot 401.

## **PROPERTY OWNERSHIP AND HISTORY**

Fee title to the subject property is presently vested with Paul B. Mace and Kathleen Kahle. To our knowledge, there have been no market transfers or listings of the property in the three years prior to the effective date of this appraisal.

## EXPOSURE AND MARKETING TIME

Exposure time may be defined as follows:

“The estimated length of time the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale of market value on the effective date of the appraisal; Comment: Exposure time is a retrospective opinion based on an analysis of past events assuming a competitive and open market.”

Source: The Dictionary of Real Estate Appraisal, Sixth Edition, Appraisal Institute, 2015 and USPAP, 2016-2017 Edition.

Marketing time may be defined as follows:

“An opinion of the amount of time it might take to sell a real or personal property interest at the concluded market value level during the period immediately after the effective date of an appraisal. Marketing time differs from exposure time, which is always presumed to precede the effective date of an appraisal.”

Source: The Dictionary of Real Estate Appraisal, Sixth Edition, Appraisal Institute, 2015.

It is noted that exposure time is presumed to precede the achievement of the market value conclusion as stated herein. The overall concept of reasonable exposure noted in the previous Definition of Market Value also assumes an adequate, sufficient, and reasonable effort in marketing.

As an aid in determining a reasonable exposure time and marketing period for the subject property, reference is made to the following Situs RERC study of national marketing periods specified for all property types.

**Situs RERC Investment Survey  
Average Marketing Periods**

<u>Property Type</u>	<u>(Months)</u>
Office – CBD	5.2
Office – Suburban	6.0
Industrial – Warehouse	4.
Industrial – R & D	7.2
Industrial – Flex	7.1
Retail – Regional Mall	5.0
Retail – Power Center	5.4
Retail – Neighborhood	5.0
Apartment	3.9
Student Housing	4.6
Hotel	5.3
<b>All Types</b>	<b>5.4</b>

Source: Situs RERC, Second Quarter 2017.

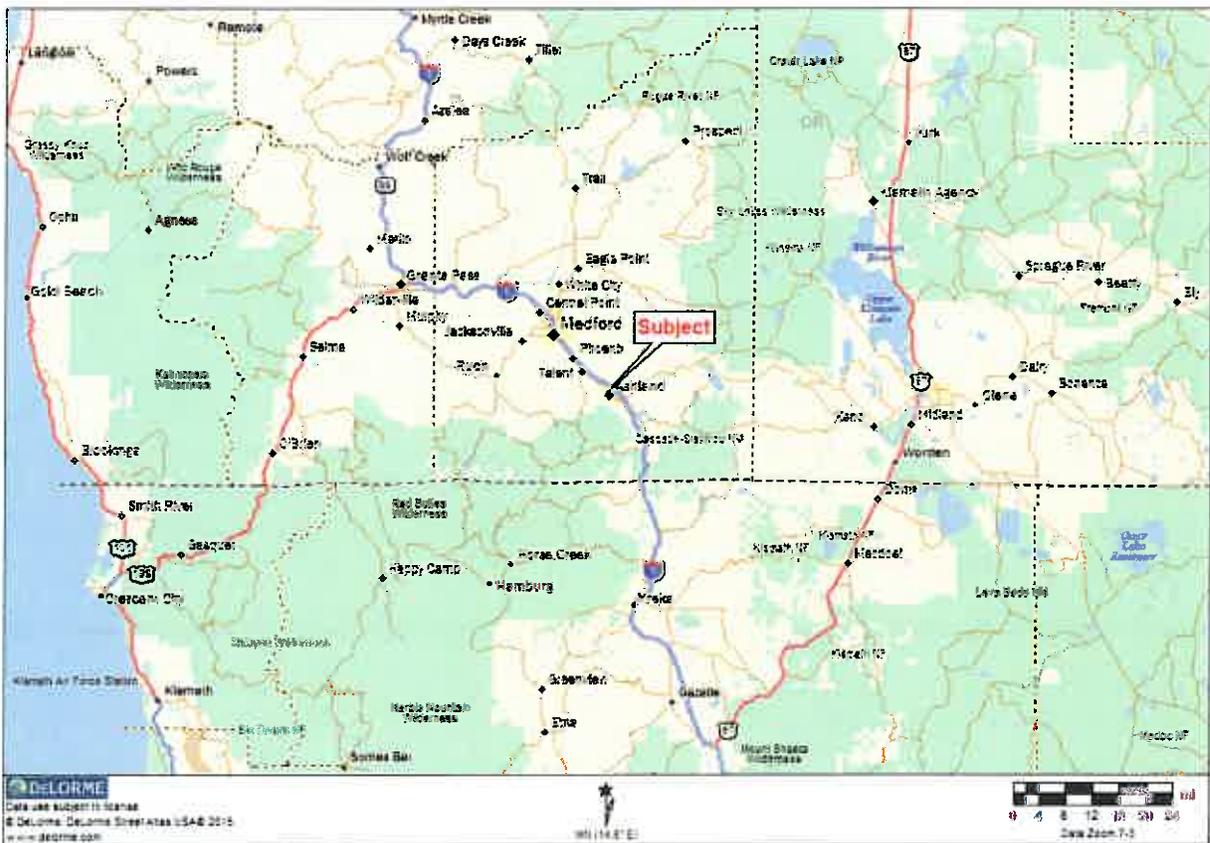
It should be noted that these marketing periods are stated on a national basis and also include properties located in major urban centers. As a result, research through Southern Oregon Multiple Listing Service (SOMLS) of resource land and single-family lot sale transactions within the Ashland market was conducted. The marketing time for the resource land sold in the direct market area ranged between two and 1,697 days with an overall average of 464 days, or 15.25 months over the past eight quarters. The marketing time for the single-family lot sale transactions sold in the Ashland market area ranged between six and 318 days with an overall average of 90 days, or 2.96 months over the past eight quarters.

Given this is a combined property featuring both resource land and single-family lots, and the type of investors who would likely purchase a property such as the subject, an appropriate exposure and marketing period is estimated at three to nine months. This estimated period is based upon the opinion of market value concluded in this report and represents a reasonable time period for adequate exposure to the open market. In this particular instance, the projected exposure and marketing periods estimated are considered to be the same length of time for the

subject. These estimates are representative of the conditions and nature of the subject property and the status of the local, regional, and national economy in this analysis. Additionally, the estimates take into account the market location of Ashland in relation to the national investor survey data reviewed. Finally, the estimated exposure and marketing periods account for the amount of time it would take to attract capital to such an investment.

## LOCATION ANALYSIS

The subject property is located at 345 Clinton Street in the city of Ashland, Oregon. Reference is made to the following map which depicts the location of Ashland relative to the surrounding region. Included in this location analysis are details regarding population, economy, and employment within the Medford MSA which incorporates all of Jackson County, as well as a description of the immediate surroundings of the subject property.



### Ashland and Jackson County

The city of Ashland is located 14 miles north of the Oregon/California state line and 120 miles east of the Pacific Ocean. Ashland is the southernmost city in Jackson County and represents the arts and educational center of southern Oregon and northern California.

Ashland is situated in the foothills of the Siskiyou Mountains at the south end of a large river valley formed by the Rogue River and Bear Creek drainages. The Rogue Valley is surrounded on all sides by mountains including the

Cascade and Siskiyou Ranges and the Umpqua Divide. Distances from Ashland to other notable cities are as follows:

Medford.....	15 miles northwest
Grants Pass .....	43 miles northwest
Eugene.....	180 miles north
Portland.....	294 miles north
Sacramento.....	292 miles south
San Francisco.....	387 miles south

**Population**

Population changes in Jackson County have been significant with strong growth occurring. From 1990 through 2016, the population of Jackson County increased by 37,365. Reference is made to the following summary which details population for the larger cities within the county as well as the unincorporated areas.

**Historic Population**

Year	Ashland	Medford	Central Point	Eagle Point	Unincorp.	Jackson County	Oregon
2016	20,620	78,500	17,585	8,765	N/A	213,765	4,076,350
2015	20,405	77,655	17,485	8,695	66,150	210,975	4,013,845
2014	20,340	76,650	17,375	8,635	64,905	208,375	3,962,710
2013	20,295	75,920	17,315	8,575	63,910	206,310	3,919,020
2012	20,325	75,545	17,275	8,550	62,725	204,630	3,883,735
2011	20,255	75,180	17,235	8,520	62,620	203,950	3,857,625
2010	20,095	74,980	17,185	8,470	62,530	203,340	3,837,625
2005	20,730	70,855	15,571	7,496	59,950	194,515	3,628,700
2000	19,522	63,720	12,493	4,797	63,220	182,200	3,436,750
1990	16,252	47,021	7,512	3,022	59,831	146,400	2,842,321

Source: Population Research Center, Portland State University.

A significant factor influencing population growth in the area is the strong amenity value and livability of the Rogue Valley. During the last two decades, many retirees, semi-retirees, and working people have moved to the Rogue Valley

from more densely populated and congested areas due in large part to quality of life considerations.

### **Education**

The Ashland public school district operates five schools in the area. Approximately 3,000 students attend three elementary, one middle, and one high school. The elementary schools provide an education from kindergarten to fifth grade. Ashland Middle School consists of grades six through eight, with Ashland High School providing educational services for students in grades nine through twelve.

Southern Oregon University is a regional, multi-purpose institution which was founded in 1869. The main campus is located in Ashland, with a branch campus in Medford. The University has a quarterly on-campus enrollment of approximately 5,500 undergraduate and graduate students. The University offers 35 bachelor and nine graduate degree programs in the Schools of Arts and Letters, Business, Science, Social Science, Education, and Health and Physical Education.

### **Cultural Activities**

Located within the downtown plaza area of Ashland is the Oregon Shakespeare Festival (OSF). The Festival was founded in 1935 and is among the oldest and largest professional regional theater companies located in the United States. OSF is known worldwide for the quality of its productions and won a Tony award for outstanding achievement in regional theater and has also been named in Time Magazine as one of America's top five regional theaters. Attendance reaches over 360,000 annually. Overall, OSF contributes over \$113 million annually to the local economy. Approximately 88 percent of the festival audience reportedly travels over 125 miles to attend the performances.

Also located in the downtown area is the Oregon Cabaret Theater (OCT). The Cabaret is housed in an historic Baptist church, and has become a major part of the Ashland cultural scene over the past 18 seasons. Since it opened in 1986, OCT has attracted almost a quarter of a million patrons to the intimate 140-seat theater. The Cabaret now draws regular customers from California and

throughout the Pacific Northwest, as well as patrons from as far away as England and Japan.

Other notable cultural activities in the area include the Rogue Valley Symphony, which offers performances in Ashland as well as many other venues throughout the Rogue Valley.

## **Economy**

Jackson County's economic base has historically been tied to five major industries: lumber and wood products, trade and service, government, tourism, and agriculture. Over the past decade, the economy has diversified away from lumber and wood products and grown significantly in terms of retail trade.

### Lumber and Wood Products

The lumber and wood products industry has declined as an employment sector over the previous 20 years within Jackson County. Environmental issues, including survival of the Spotted Owl, opposition to cutting of old-growth timber, controversy concerning the appropriate level of sustainable yield from public lands, and expansion of wilderness areas all limited log supply. Previous timber-cutting practices, particularly by private companies, and continued log exports have further reduced supply. Lumber and wood products jobs have decreased due to scarce log supplies. As a result, several major wood products employers have reduced production or permanently closed their operations over the past two decades.

### Agriculture

Agriculture remains an important component of the Jackson County economy. Major fruit packers in the Medford area include Harry and David, Reter Fruit Company, and Naumes of Oregon, Inc. The seasonal nature of agricultural employment has a direct impact in regard to fluctuations in Jackson County unemployment figures. The past expansion of residential development has also affected the local agricultural economy. Many old established orchards in the county have been removed in favor of future residential development. Continuing worldwide competition for the local fruit growers has also emerged.

Another important agricultural component of Jackson County is the wine industry. The moderate mountain valley climate in the area allows for a wide

variety of intensely flavored wine grapes to be cultivated. The quality of the region's grapes provides an advantage for many of the local growers in making their own wines as well as finding regional wineries which will purchase the grapes. Many of the fruit orchards are being converted into vineyards because of the popularity of wines in the region. For example, Hillcrest Orchards, one of Jackson County's oldest pear producers, has replaced 80 acres of pear trees with vineyards. The shift from pears to grapes is a matter of pears being less profitable with wine grapes having greater demand.

### Employment

The following table details employment figures for the Medford MSA by category for May 2017 with comparisons to the prior year.

#### Medford MSA Nonfarm Payroll and Employment

	May 2017	May 2016	Change
Total NonFarm	87,120	84,660	2,460
Total Private	74,430	71,770	2660
Mining/Logging/Construction	4,590	4,440	150
Manufacturing	7,310	7,710	-100
Trade, Trans. & Utilities	19,240	18,580	660
Information	1,320	1,270	50
Financial Activities	4,110	3,910	200
Professional/Business Services	7,430	6,990	440
Education/Health Services	15,610	14,980	630
Leisure & Hospitality	11,510	11,050	460
Government	12,690	12,890	-200

Source: Oregon Employment Department, June 2017.

#### Employment Trends

From May 2016 to May 2017 the most significant increases in employment were noted in the trade, transportation, and utilities; education and health services; leisure and hospitality; and professional and business services

sectors. Only the manufacturing and government sectors registered decreases in employment.

Unemployment

As of May 2017, the unemployment rate in the Medford MSA was 3.9 percent reflecting a decrease from the May 2016 rate of 5.7 percent. Over the one year period, the civilian labor force increased from 100,945 to 104,158 with total employment increasing by 4,907. The following table summarizes civilian labor force statistics for the Medford MSA.

**Medford MSA Employment/Unemployment**

	May 2017	May 2016	Change
Civilian Labor Force	104,158	100,945	3,213
Total Employment	100,116	95,209	4,907
Total Unemployment	4,042	5,736	-1,694
Unemployment Rate	3.9%	5.7%	---

Source: Oregon Employment Department, June 2017.

The data appear to indicate a move toward more stable employment. However, sustained job creation and employment placement over an extended time frame will be required before complete economic stabilization is realized.

Tourism, education, light industry, and retail commerce provide the major employment in the city of Ashland. Southern Oregon University (SOU) is an important resource for the community, and is Ashland's largest single employer. The University comprises nearly 25 percent of the total population of the city and generates an approximate \$71 million impact on the Ashland community annually.

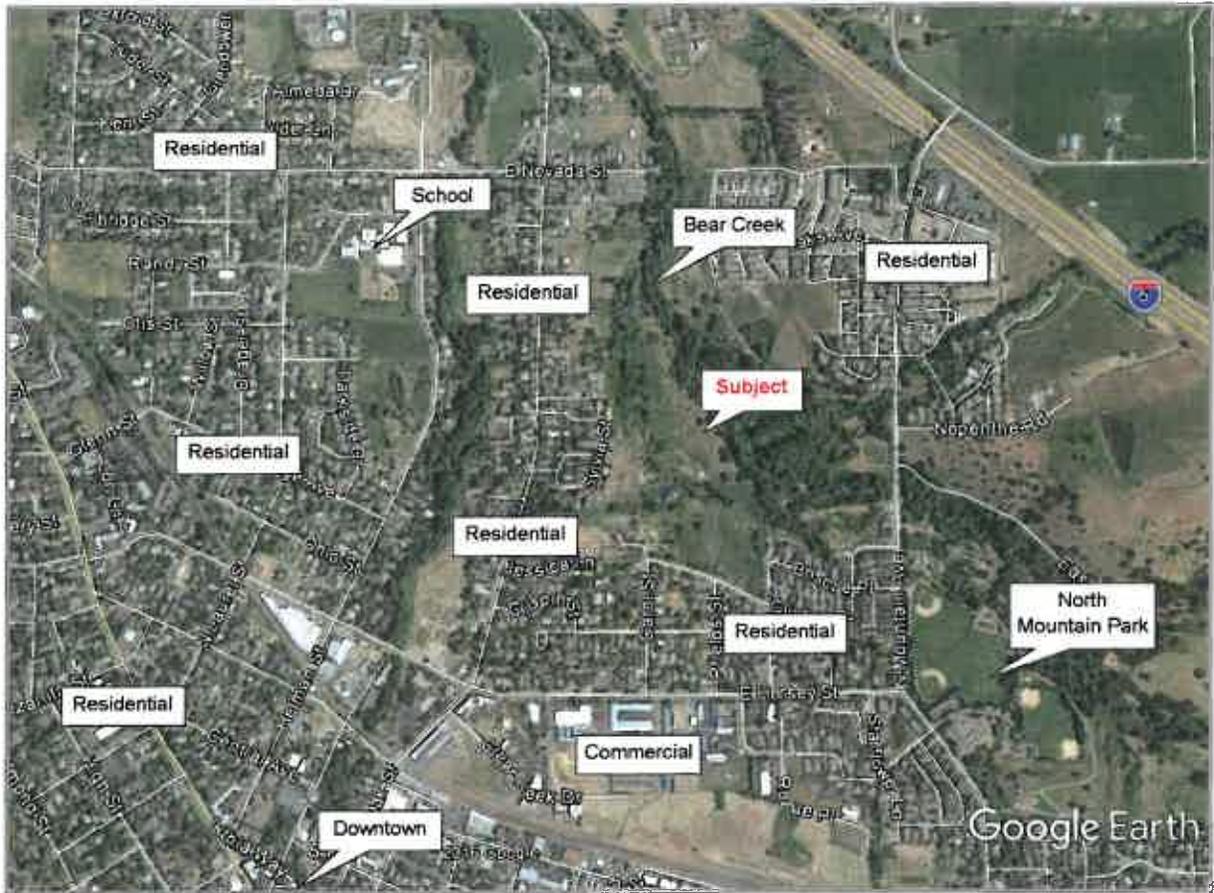
Tourism is Oregon's third most important industry behind timber and agriculture, and is Ashland's second most prominent industry. Tourism in Ashland accounts for approximately 50 percent of the workforce, and is largely generated by the Oregon Shakespearean Festival Association (OSFA). Tourism has had a stabilizing influence on the Ashland economy, which sets it apart from other Oregon timber towns.

## **Conclusions**

The subject property is located in the city of Ashland, the most southern community within Jackson County, Oregon. The demographics of the visitors who come to Ashland are similar to those exhibited by larger market destinations. Although the Shakespeare Festival attracts the majority of tourists to the area, the city also provides numerous other cultural events, business and educational opportunities, and shopping conveniences. Ashland's location adjacent to Interstate 5, in addition to its proximity to the Rogue Valley International-Medford Airport, afford this market access which is more favorable than usual for a community of this size. Additionally, a gradual diversification of the area economy has lessened the dependence upon volatile industries such as the lumber and wood products industry. The availability of cultural, recreational, educational opportunities at Southern Oregon University, and the favorable municipal attitude toward economic growth should also continue to attract new business to the area. This economic expansion ultimately translates into increased demand for real estate with subsequent increases in property values over the long-term.

## **Immediate Surroundings**

The subject property is located at 345 Clinton Street in Ashland, Oregon. A graphic depiction of the immediate area surrounding the subject follows.



### Trend

The overall trend of development within the surrounding area is primarily representative of residential uses. Adjacent to the north and northeast of the subject is the Meadowbrook Park development which represents a substantial new residential development. The residential projects consist of single-family homes, townhomes, and residential condominiums. The Mountain Meadows Retirement Center is also located within the immediate vicinity in the area to the east of North Mountain Avenue. Bear Creek runs north and south along the subject's easterly boundary. Beyond Bear Creek to the east of the subject continues the Meadowbrook Park development. The remaining area to the east leading up to Interstate 5 is primarily undeveloped land. Rural residential properties are evident further east beyond Interstate 5. South of the subject, leading to East Hersey Street is primarily older single-family residential development. Fronting East Hersey Street, development consists of a combination of multi-family uses along the northerly side of the roadway and service commercial along the southerly side. The historic Railroad District is located further south, which consists of a combination of older

residential and commercial uses. Residential development can be found throughout the area to the west consisting of a combination of single-family and multi-family properties. Helman Elementary School is located a short distance to the northwest.

### **Conclusions**

Given the nature of the surrounding area, residential neighborhoods will continue to represent the primary development trend within this portion of the community.

## THE LAND

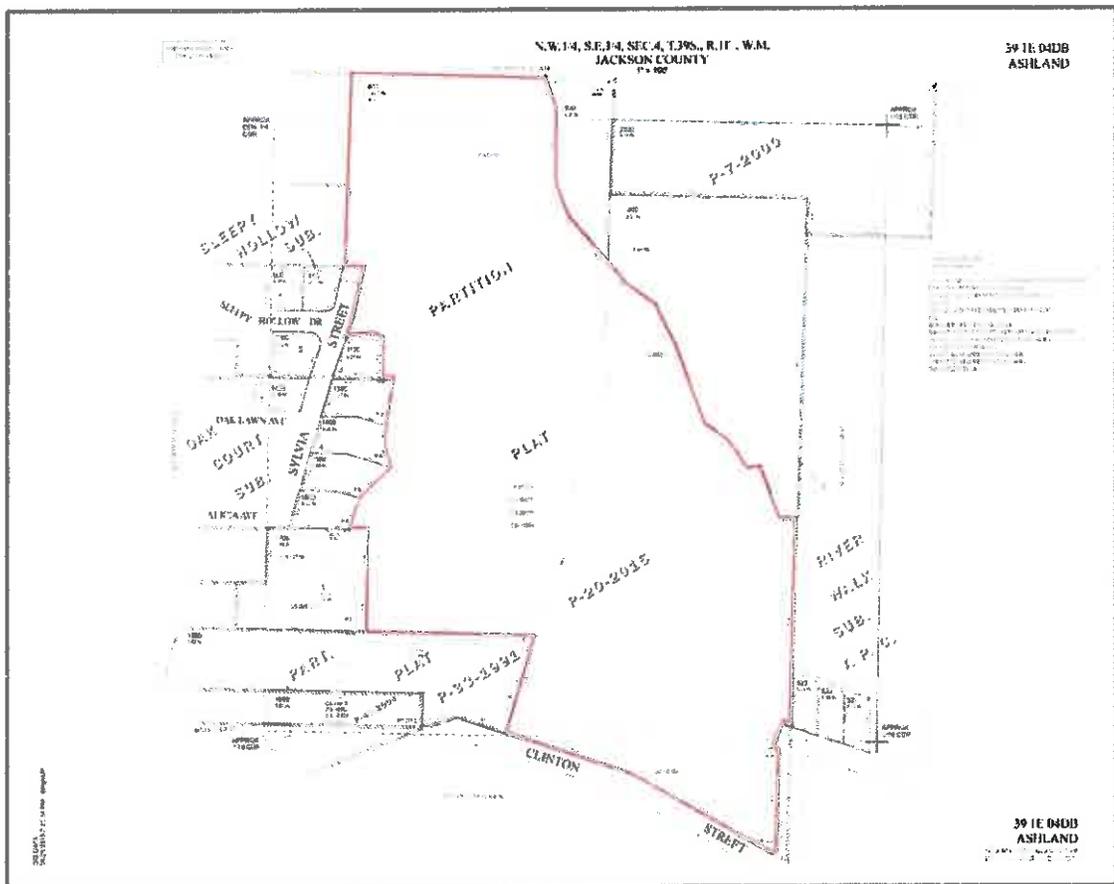
### Location

Northerly side of Clinton Street in Ashland, Jackson County, Oregon. The formal larger parcel address is as follows:

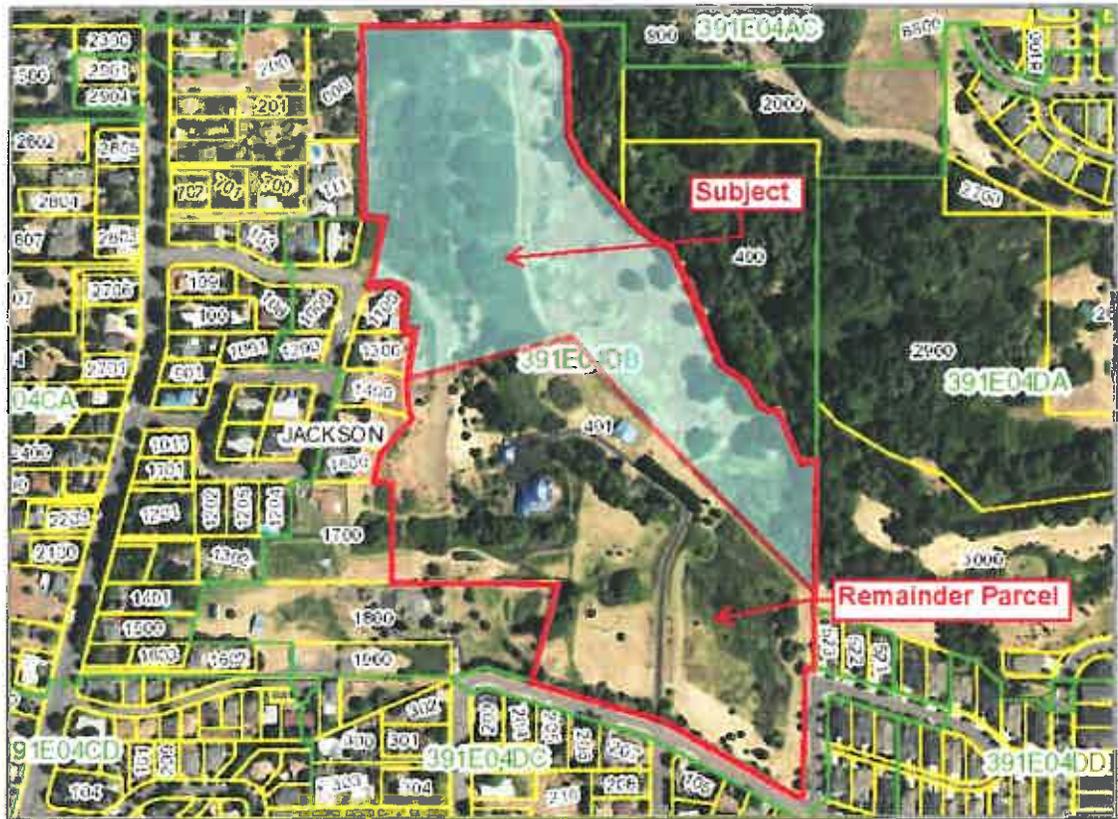
345 Clinton Street  
Ashland, Oregon 97520

### Shape and Size

The subject is irregular in shape and totals 11.50 acres or 500,940 square feet, representing a portion of Tax Lot 401, which totals 23.35 acres or 1,017,126 square feet based upon Jackson County records. The following plat map provides a graphic depiction of the larger parcel.



The following aerial map provides a graphic depiction of the subject property in relation to the larger parcel.



**Subject Land Allocation**

Identification	Size	
	Acres	Sq. Ft.
Resource Land	11.04	480,940
Homesite	0.23	10,000
Homesite	0.23	10,000
	<u>11.50</u>	<u>500,940</u>

**Topography**

The land exhibits areas of generally level, moderate sloping, and severe sloping topography. Reference is made to the Mace Property Floodplain and Slope map presented in the Addenda of this report.

**Soils**

No soils report has been provided for our review. This appraisal is subject to the **extraordinary assumption** that the soil is of sufficient load-bearing capacity to support the improvements. This opinion is supported by the historic existence of improvements at the subject as well as on nearby parcels.

No adverse environmental hazards or contaminants pertaining to solids, liquids, or gases were observed at the property during our personal examination. This appraisal is based upon the **extraordinary assumption** that no toxic waste, groundwater contamination, or environmental problems exist at the property. In the event such problems did exist, the ultimate impact of such conditions could adversely influence the opinion of market value as stated herein. The identification of the absence or existence of any potential environmental problems is best determined by qualified engineers and is not considered to be within the scope of this appraisal assignment.

### **Utilities**

According to the property representative, all the usual and necessary public utilities are available to the subject property; however, this was not independently verified by the appraiser.

### **Zoning**

Based upon review of the Ashland zoning map as well as prior conversations with representatives of the city of Ashland Planning Department, the subject is zoned Residential District (R-1-5) with a Performance Standards Option Overlay (P-Overlay) as administered by the city of Ashland.

The Residential District (R-1-5):

In R-1-5, the base density of dwelling units is 4.5 units per acre.

The Performance Standards Option overlay (P-Overlay) is defined as follows:

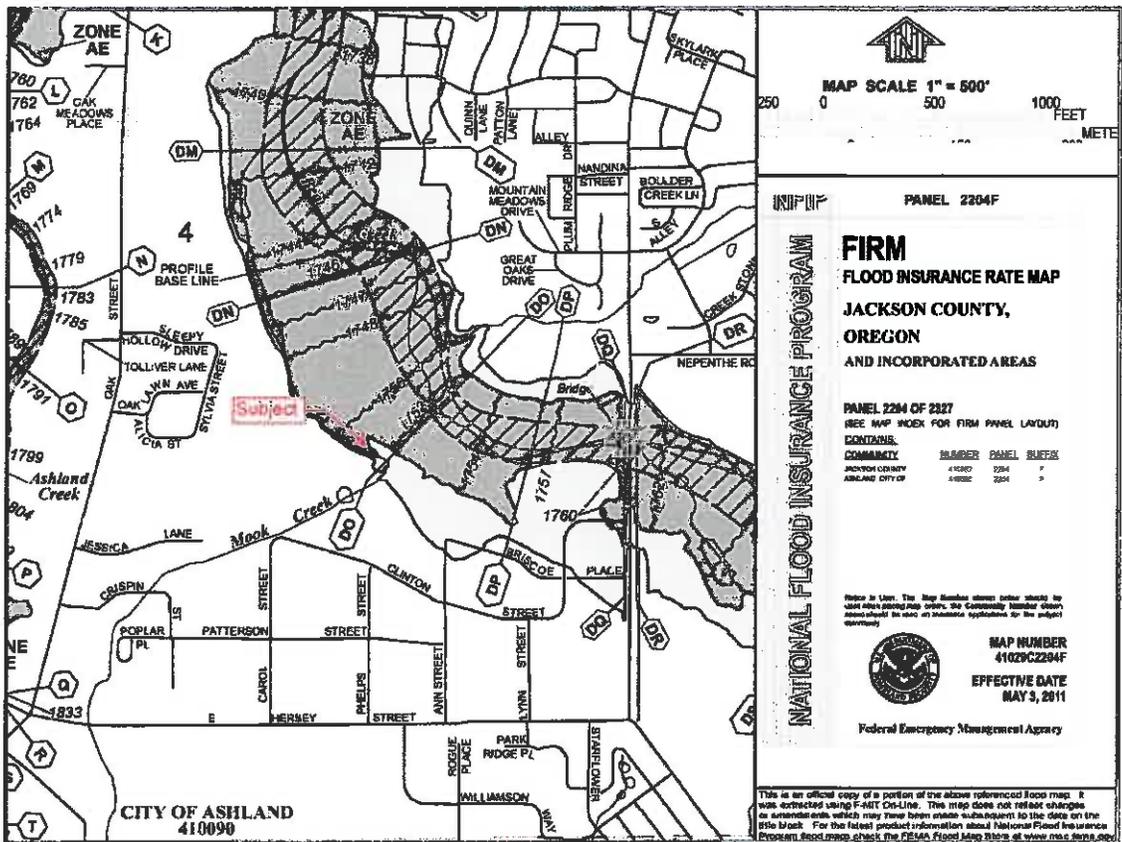
“The purpose of this chapter is to allow an option for more flexible design than is permissible under the conventional zoning codes. The design should stress energy efficiency, architectural creativity, and innovation; use the natural features of the landscape to their greatest advantage; provide a quality of life equal to or greater than that provided in developments built under the standard zoning codes; be aesthetically pleasing; provide for more efficient land use; and reduce the impact of development on the natural environment and neighborhood..”

### **Flood Zone Rating**

A review of the FEMA Map Community Panel No. 41029C2204F, dated May 3, 2011, indicates the subject property is located within the following flood zones:

- Flood Zone X (light shading); areas of 0.2 percent annual chance flood; areas of one percent annual chance flood with average depths of less than one foot or with drainage areas less than one square mile; and areas protected by levees from one percent annual chance flood.
- Flood Zone AE (dark shading); the floodway is the channel of a stream plus any adjacent floodplain areas that must be kept free of encroachment so that the one percent annual chance flood can be carried without substantial increases in flood heights.
- Flood Zone X (no shading), areas determined to be outside the 0.2 percent annual chance floodplain.

A copy of the FEMA Flood Map follows:



The subject is also bound by the adopted City of Ashland Floodplain Corridor for Bear Creek. Reference is made to the Mace Property Floodplain and Slope map presented in the Addenda of this report which illustrates the FEMA floodplain as well as the Ashland floodplain as it pertains to the subject and larger parcels.

## **Easements and Encroachments**

A review of a preliminary title report prepared by First American Title dated January 13, 2017 did indicate the presence of various easements on or about the subject property. These easements pertain primarily to public utility and sidewalk easements. This appraisal is subject to an **extraordinary assumption** that no adverse easements or encroachments exist at the property. The identification of easements or encroachments is best determined by qualified individuals and is not considered to be within the scope of this appraisal assignment.

## **Access**

Ingress/egress to the larger parcel is provided by the northerly side of Clinton Street and the northeast corner of Sylvia Street and Sleepy Hollow Street.

## **Streets**

**Clinton Street** is an asphalt-concrete paved roadway extending in an easterly-westerly direction. This roadway has two traffic lanes, one in each direction. Additional roadway improvements include concrete curbs and gutters on both sides of the roadway with concrete sidewalks on the southerly side of the roadway.

**Sylvia Street** is an asphalt-concrete paved roadway extending in a northerly-southerly direction which turns into Sleepy Hollow Street at the northerly end upon the required left turn. This roadway has two traffic lanes, one in each direction. Additional roadway improvements include concrete curbs and gutters on both sides of the roadway.

**Sleepy Hollow Street** is an asphalt-concrete paved roadway extending in an easterly-westerly direction which turns into Sylvia Street at the easterly end upon the required right turn. This roadway has two traffic lanes, one in each direction. Additional roadway improvements include concrete curbs and gutters on both sides of the roadway.

## **Summary**

The subject site is irregular in shape and totals 11.50 acres, or 500,940 square feet. The site exhibits areas of generally level, moderate sloping, and severe sloping topography and all necessary utilities are reportedly available to the property.

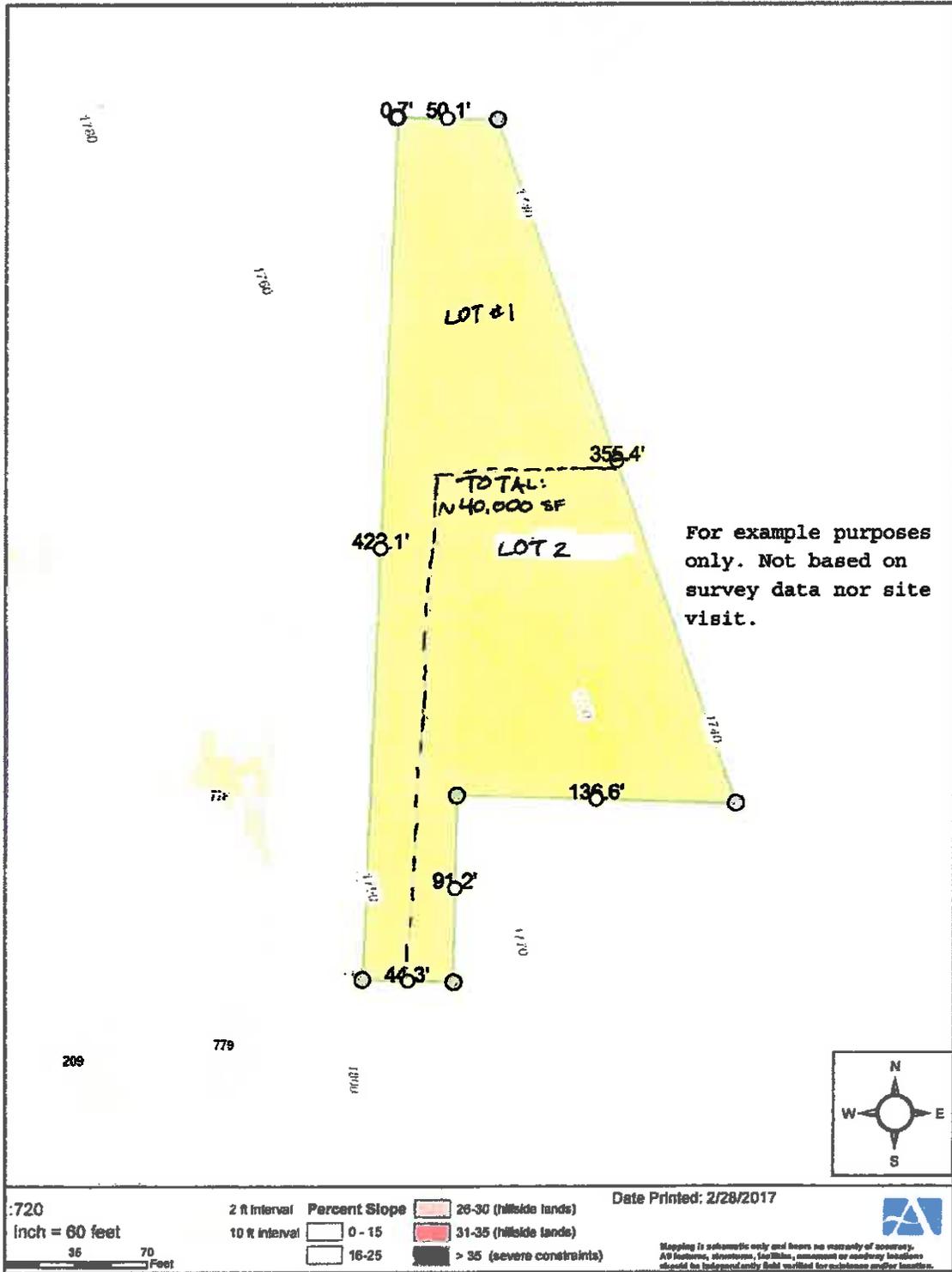
## HIGHEST AND BEST USE

Highest and best use may be defined as the reasonably probable and legal use of vacant land or an improved property which is physically possible, legally permissible, financially feasible, and results in the highest value. The four criteria examined in determining the highest and best use of the subject property as if vacant and as improved include the following:

1. Physically Possible - A use for which the site is physically suitable or adaptable.
2. Legally Permissible - A use which is or will be permitted under existing or reasonably obtainable zoning regulations.
3. Financially Feasible - A use for which there is an economic, social, and/or market demand.
4. Maximally Productive - A use which is compatible with the nature and condition of surrounding land uses.

The subject property is presently zoned Residential District (R-1-5) with a Performance Standards Option Overlay (P-Overlay) as administered by the city of Ashland. The majority of the subject property is within Ashland Adopted Floodplain or exhibits sloping above 35 percent, which is considered a severe constraints area. According to the Ashland Planning Department, development within the Ashland Adopted Floodplain and sever constraints areas is not allowed. As a result, the majority of the site cannot legally be built upon. Only a small area located at the northwest corner of the property is both outside the floodplain area and exhibits slope elevation below 35 percent. Sloping within this area ranges from 16 to 30 percent. Based upon a property evaluation conducted by Amy Gunter with Rogue Planning & Development Services, Inc., it was her opinion this area of the subject property would be able to accommodate two separate homesites. The building area which would accommodate the two homesites totals 34,000 square feet with a flag driveway extending from Sylvia Street totaling approximately 7,800 square feet for a total area of 41,800 square feet. Reference is made to the property evaluation presented in the

Addenda. The following map illustrates the example of homesite placement presented as part of the property evaluation.



After review of the property evaluation, Maria Harris, the Planning Manager for the City of Ashland, provided the following opinion of the proposed homesite areas:

*"I looked at this again this morning and the short answer is they might be able to do two lots, but not in the configuration shown. Though even this is still somewhat doubtful given that a fire truck turnaround would be required because of the length of driveway (320') and the floodplain is further up the hill than referenced in the property evaluation.*

*Lot 2 as shown in the property evaluation does not appear to work because 1) the floodplain boundary is higher than 1740 as referenced in the memo and all newly created lots must have a buildable area outside of the Ashland adopted floodplain (AMC 18.3.1.080.H) and 2) there does not appear to be an adequate buildable area less than 35% (AMC 18.3.10.090.A.2). Additionally, even if you could carve out a buildable area in the 35 – 35% sloped area accessing the potential buildable area with a new driveway does not look like it is possible without crossing slopes of over 35% (AMC 18.3.10.090.3). See the attached floodplain map – Ashland has a more restrictive "Ashland adopted floodplain" than the FEMA in this location. New lots have to have a buildable area above and outside the red line.*

*If they could do two lots it would have to divide the area of "Lot 1" on the project evaluation map into two. The driveway to get there is over 320 feet long and over 15% grade and would have to be 20' wide. This would likely involve widening the existing road/driveway into "severe constraints" areas – requires a geotechnical engineer and meeting the City's requirements for hillside development. Since the driveway is over 250 feet in length, they have to do a fire truck turnaround – this takes a lot of room. And may not leave enough room to build two homes. I still question whether the lots would sell and be developed given the requirements for the driveway construction."*

Based upon the response and opinion of Maria Harris, it is our opinion that residential development is the highest and best use of this portion of the subject property. It should be noted, however, there are differing opinions whether this area could accommodate one or two homesites.

The remaining area of the subject property is in the floodplain and, within the city of Ashland floodplain lands, cannot be developed with permanent structures. In real estate, value is created in the minds of individuals who make up the market. Typically, there are four economic factors which create value. These factors include the following:

- Utility
- Scarcity
- Desire
- Effective buying power

All four of the factors must be present for a property to have value and interact to influence supply and demand.

As a result of the floodplain, it is our opinion this area of the subject property has diminished utility. The result is a substantially reduced pool of market participants who would be potential buyers and recognize any value. An example would be a conservation group or government entity that might purchase the property for setback protection for Bear Creek which is a salmon and steelhead spawning tributary. Another example might be market participants who would find some recreation value to the site. But again, the pool of potential buyers is limited.

Based on the previous analysis, it is our opinion that resource land represents the highest and best use of this portion of the subject land area. Reference is also made to the Appraisal Problems and Issues section of this report.

**ASSESSED VALUATION AND TAXES**

The subject larger parcel is identified on Jackson County assessment records as Township 39, Range 1 East, Section 4DB, Tax Lot 401. As a result of Oregon Ballot Measures 47 and 50, which limit taxable values and property taxes, real estate taxes in Oregon beginning in 1998 are based on a percentage of the real market value. The ballot measures also limit future tax increases to a maximum level of three percent per year. The subject is located within Jackson County Tax Code Area 5-01, which has a millage rate of 15.9849 per thousand taxable dollars. A review of Jackson County assessment records indicates no outstanding real estate property taxes for the subject property.

Following is a summary of the real market value (derived by the Jackson County Assessor), the actual assessed value, and real property taxes at the subject for the current tax year.

**Real Market Value**

Map No.	Tax Lot	Land	Improvements	Total
39-1E-4DB	401	\$1,953,640	\$839,120	\$2,792,760

**Assessed Value and Taxes**

Map No.	Tax Lot	Assessed Value			Tax Rate	Taxes
		Land	Improvements	Total		
39-1E-4DB	401	\$949,060	\$417,230	\$1,366,290	0.0159849	\$21,840.01

The real market value is presented for information purposes only and is not considered representative of the opinion of market value as specified in this report.

It should be noted the assessment records above represent the entire subject larger parcel. The following represents the estimated taxes for the subject 11.50 acres of land area.

Assessed Land Value	\$949,060
Total Land Area Assessed	÷ <u>23.35</u> Acres
Assessed Land Value/Acre	\$40,645
Subject Land Area	x <u>11.50</u> Acres
Estimated Subject Assessed Value	\$467,418
Millage Rate	x <u>0.0159849</u>
Total Estimated Annual Subject Taxes	<u>\$7,472</u>

## **LAND VALUE BY COMPARISON**

The purpose of this appraisal is to establish the opinion of market value attributable to the subject. Therefore, the land value by comparison or sales comparison approach is the most appropriate method by which to determine market land value for the subject. In order to formulate an indication of market land value for the subject, a search of public records and field survey are conducted in order to identify resource land sales and single-family lot sales considered similar to the subject components. The presentation of market data, discussion, and conclusion of market value for the subject by the sales comparison approach is presented on the following pages.

***Resource Land Component***

**Resource Land Sales Summary**

Sale No.	Identification	Acres	Zoning	Sale Date	Sale Price	
					Total	/Acre
1	13320 Butte Falls Hwy. 35-2E, 1304 Butte Falls Source: SOMLS No. 2970742 Verification: Selling Agent	10.00	WR	12/16	\$65,000	\$6,500
2	E/S of E. Evans Creek Rd. W. of E. Fork Evans Creek Rd. 33-2W-33, 500 White City Source: SOMLS No. 2970393 Verification: Listing Agent	32.27	WR	11/16	70,000	2,169
3	Strawberry Ln. 39-1E-8DB, 200 39-1E-8, 600 Ashland Source and Verification: Buyer	45.79	WR/ P-Overlay	8/16	360,000	7,862
4	E/S of McNeil Creek Rd. N. of Butte Falls Rd. 34-1E-26, 301 Eagle Point Source: SOMLS No. 2934685 Verification: Listing/Selling Agent	22.56	WR	11/15	55,000	2,438
5	2527 Crowfoot Rd. 34-1E-16, 300 Butte Falls Source: SOMLS No. 2952395 Verification: Selling Agent	45.20	WR	9/15	116,000	2,566
6	558 Pruett Rd. 36-1W-08, 1300 Eagle Point Source: Jackson County Deed No. 2014-2335 Verification: Grantor and Grantee	38.12	OSR	8/14	277,000 137,000 Adj.	7,266 3,594 Adj.
<p><b>Comments:</b> Adjusted price pertaining to the estimated sale price of the land subsequent to the deduction of the portion of the sale price allocated to on-site building improvements, well, and septic systems.</p>						
7	8486 State Hwy. 62 36-1W-16B, 1100 White City Source: Third Party Appraiser Verification: Grantor	19.97	OSR	9/13	150,000	7,511
<b>Average</b>					<b>\$136,143</b>	<b>\$4,663</b>
<b>Subject</b>		<b>11.04</b>	<b>R-1-5 W/P Overlay</b>	---	---	---

## Land Sales Discussion

When analyzing the sales assembled in relation to the subject, the following factors are given particular consideration in the comparative process:

- Property rights conveyed
- Financing terms
- Conditions of sale
- Market conditions
- Location/access
- Physical characteristics
  - Size
  - Topography
  - On-sites
- Zoning

The land sales assembled as part of this analysis are compared to the subject based on the factors noted. The sales included for comparative purposes are considered adequate in formulating a market supported opinion of land value for the subject parcel. Comparisons among the subject parcel and the sales data are applied based on the factors outlined. The following provides a discussion of the comparison elements considered most pertinent to our analysis of the subject land.

### Property Rights Conveyed

With respect to property rights conveyed, the sales represented the transfer of fee simple title and are deemed similar to the subject with respect to this particular comparison element.

### Financing Terms

The sales are indicative of cash transactions or purchases involving financing at market rates. Subsequent to review of the available information, financing is not determined to have a significant impact on sale price in the comparison process.

### Conditions of Sale

The conditions of sale element is intended to consider the impact of any atypical motivation on the part of the buyer or seller with respect to the transactions presented. To our knowledge, the majority of the market sales reportedly represent

typical "arm's length" agreements. The exception is Sale No. 7 which requires downward adjustment for conditions of sale due to heightened motivation on the part of the grantee to acquire the property. The grantee reportedly owned an abutting commercial building and had heightened motivation to obtain control of this land. Additional indications that the price paid for the property was above market involves the April 2013 sale of an adjoining 5.56 acre site which was purchased for \$3,597 per acre. The remaining sales are considered similar to the subject with respect to conditions of sale.

#### Market Conditions

This comparison factor pertains primarily to date of sale considerations which are intended to reflect changes in market conditions which have taken place over time. The sales are examined based upon the direction of change between the sale date of the transactions and the effective date of this appraisal. Specific factors indicative of the market at the time the sales occurred are also reviewed. All of the sales are deemed indicative of prevailing market trends.

#### Location

The subject land is located within the northwest portion of the city of Ashland primarily dedicated to residential uses. In terms of overall location, the majority of the sales exhibit far more rural locations typical for resource land parcels and are considered inferior to the subject. The exception is Sale No. 3 which is also located in the Ashland area and considered similar to the subject.

#### Physical Characteristics

The subject totals approximately 11.04 acres. The size range of the data is from 10.00 to 45.79 acres. Typically, smaller parcels generally command a higher per square foot price than larger sites with all other factors being equal. Therefore, when comparing the size of the resource land at the subject to the sale properties, Sale Nos. 1 and 7 are reasonably similar with the remaining properties deemed inferior based upon the traditional premise.

In terms of overall topography, the sale properties have varying degrees of slope. The subject is generally flat along Bear Creek with steep slopes on the west. Comparisons among the subject and the sales data with respect to topography are applied on a relative basis.

In terms of on-sites, the majority of the sale properties are deemed reasonably similar to the subject. The exception is Sale No. 6 which is adjusted due to the presence of on-site building improvements, well, and septic systems. The deduction of the portion of the sale price allocated to these on-site improvements yields the adjusted residual land pricing as indicated on the sales summary.

#### Zoning

Each of the sale properties exhibit resource district zoning designations of Open Space Reserve (OSR) or Woodland Resource (WR). Allowable uses within the resource zoning districts within Jackson County are similar in many respects to the highest and best use of the subject property and therefore, the majority of the data are considered similar to the subject in terms of zoning and allowable land use. The exception is Sale No. 3 which is also located within the Ashland area and included the Performance Standard (P) overlay over a portion of the property. The P-overlay allows for smaller lots than permitted in the WR zone to accomplish a higher density. Therefore, Sale No. 3 is considered superior in terms of zoning.

#### Conclusion

The resource land sales presented exhibit per acre pricing ranging from \$2,169 to \$7,862 per acre. The indicated average among the dataset is \$4,663 per acre. As stated previously, Sale No. 7 exhibits above market pricing which would indicate a lower per acre price for this transaction after adjustment. If excluding Sale No. 7, the sales outside the Ashland area range from \$2,169 to \$6,500 per acre. In our opinion, the subject's location is clearly to all of the sales located outside the Ashland area. The upper end of the range, Sale No. 3, represents an approximate 45 acre property located along the westerly Ashland city boundary. This property was purchased by the city of Ashland Parks and Recreation Commission to provide access and connectivity to trails located on adjacent Ashland Parks and Recreation owned properties. Although this site was much larger in size and exhibited steep terrain similar to portions of the subject, there was a single homesite approval on this site. As a result, Sale No. 3 is considered superior to the subject. Therefore, it is our opinion appropriate pricing for the subject would be greater than the high end of sales located outside the Ashland area at \$6,500 per acre and below Sale No. 3 at \$7,862 per acre. Based upon this information, we conclude pricing for the subject within the range of \$6,500 and \$7,500 per acre, or say \$7,000 per acre. The

following represents our conclusion pertaining to the market value of the subject property:

11.04 @ \$7,000/Acre

\$77,280

***Single-Family Lot Component***

**Single-Family Lot Sales Summary**

No.	Identification	Size Acres	Zoning	Sale Date	Sale Price	
					Total	/Sq. Ft.
1	89 Randy St. Ashland Source: SOMLS No. 2975506 Verification: Agent	0.17/ 7,405	R-1-5	Listing	\$199,000 179,100 Adj.	\$26.87 24.19 Adj.
2	218 Logan Dr. Ashland Source: SOMLS No. 2956303 Verification: Agent	0.33/ 14,375	R-1-10	Listing	299,000 269,100 Adj.	20.80 18.72 Adj.
3	411 Lindsay Ln. Ashland Source: SOMLS No. 2973771 Verification: Agent	0.15/ 6,534	R-1-5	Listing	180,000 162,000 Adj.	27.55 24.79 Adj.
4	675 Tucker St. Ashland Source: SOMLS No. 2955394 Verification: Deed No. 2016-34360	0.23/ 10,019	R-1-7.5	10/16	255,000	25.45
5	127 Alameda Dr. Ashland Source: SOMLS No. 2967083 Verification: Deed No. 2016-32139	0.23/ 10,019	R-1-7.5	9/16	145,000	14.47
6	440 Orchard St. Ashland Source: SOMLS No. 2964866 Verification: Deed No. 2016-21423	0.26/ 11,326	R-1-10	7/16	236,500	20.88
7	455 W. Nevada St. Ashland Source: SOMLS No. 2960057 Verification: Deed No. 2015-34620	0.14/ 6,098	R-1-5	10/15	180,000	29.52
8	Morton St. Ashland Source: SOMLS No. 2953282 Verification: Deed No. 2015-14527	0.22/ 9,583	R-1-7.5	5/15	190,000	19.83
9	640 Morton St. Ashland Source: SOMLS No. 2953288 Verification: Deed No. 2015-14528	0.24/ 10,454	R-1-7.5	5/15	195,000	18.65
<b>Average</b>					<b>\$201,300</b>	<b>\$21.83</b>
<b>Subject Two Lots</b>					<b>---</b>	<b>---</b>
		<b>0.23/ 10,000 Each</b>	<b>R-1-5 W/P Overlay</b>	<b>---</b>	<b>---</b>	<b>---</b>

## Land Sales Discussion

When comparing the land sales presented to the subject, the following factors are given particular consideration in the comparison process:

- Property rights conveyed
- Financing terms
- Conditions of sale
- Market conditions
- Location
- Physical characteristics
  - Size (land area)
  - Topography
  - View amenity
  - Off-sites
- Zoning

The land sales assembled as part of this analysis are compared to the subject based on the factors noted. The sales included for comparative purposes are considered adequate in formulating a market supported opinion of land value for the subject parcel. Comparisons among the subject parcel and the sales data are applied based on the factors outlined. The following provides a discussion of the comparison elements considered most pertinent to our analysis of the subject land.

### Property Rights Conveyed

With respect to property rights conveyed, the sales represented the transfer of fee simple title and are deemed similar to the subject with respect to this particular comparison element.

### Financing Terms

The sales are indicative of cash transactions or purchases involving financing at market rates. Subsequent to review of the available information, financing is not determined to have a significant impact on sale price in the comparison process. Sale Nos. 1, 2, and 3 represent current listings and as a result, the ultimate financing terms are not yet known.

### Conditions of Sale

The conditions of sale element is intended to consider the impact of any atypical motivation on the part of the buyer or seller with respect to the transactions

presented. To our knowledge, the majority of the market sales reportedly represent typical “arm’s length” agreements. However, a 10 percent downward quantitative adjustment is applied to Sale Nos. 1, 2, and 3 which represent current listings rather than closed sales.

#### Market Conditions

This comparison factor pertains primarily to date of sale considerations which are intended to reflect changes in market conditions which have taken place over time. The sales are examined based upon the direction of change between the sale date of the transactions and the effective date of this appraisal. Specific factors indicative of the market at the time the sales occurred are also reviewed. All of the sales are deemed indicative of prevailing market trends.

#### Location

The subject land is located within the northwest portion of the city of Ashland primarily dedicated to residential uses. In terms of overall location, the majority of the sales are located within developed single-family residential areas of Ashland considered relatively similar to the subject. The exception is Sale No. 5, which is located adjacent to a new multi-family development. As a result, Sale No. 5 is considered inferior in terms of location.

#### Physical Characteristics

The primary physical characteristics examined in the sales analysis include the following:

- Size (land area)
- Topography
- View amenity
- Off-sites

Typically, with all other factors being equal, larger single-family lots generally command a higher price per lot than smaller sites. Therefore, based upon this traditional premise, the majority of the sales are considered similar to the subject. The exceptions are Sale Nos. 3 and 7 which are considered superior and Sale No. 2 which is considered inferior in terms of size.

The subject exhibits generally level topography. The majority of the sales exhibit varying degrees of sloping, however; the steepness of the sites do not appear to detract from the properties. Sale Nos. 2, 8, and 9 would require more excavation for house placement and may have a higher foundation cost thus these three sales are considered slightly inferior in topography.

In terms of a view amenity, all of the sales are considered similar to the subject.

The final physical characteristic examined as part of the land sales analysis pertains to the presence of off-site improvements. All of the market data are ready-build lots fronting typical established residential roadways. The subject lots are not considered ready-build lots and are located well off the public roadways requiring additional infrastructure in the form of driveway and utility extensions. As a result, all of the sales are considered superior to the subject in terms of off-sites.

#### Zoning

All of the sales exhibit single-family residential zoning similar to the subject.

#### Conclusion

As an aid in formulating an opinion of market land value for the subject parcel, a qualitative analysis is prepared. Reference is made to the following qualitative analysis sales grid.

**Qualitative Analysis**

Sale No.	1	2	3	4	5	6	7	8	9
Property Rights Conveyed	Sim.								
Financing Terms	---	---	---	Sim.	Sim.	Sim.	Sim.	Sim.	Sim.
Conditions of Sale	---	---	---	Sim.	Sim.	Sim.	Sim.	Sim.	Sim.
Market Conditions	Sim.								
Location	Sim.	Sim.	Sim.	Sim.	Inf.	Sim.	Sim.	Sim.	Sim.
Physical Characteristics									
Size (Land Area)	Sim.	Inf.	Sup.	Sim.	Sim.	Sim.	Sup.	Sim.	Sim.
Topography	Sim.	Inf.	Sim.	Sim.	Sim.	Sim.	Sim.	Inf.	Inf.
View Amenity	Sim.								
Off-Sites	Sup.								
Zoning	Sim.								

Based upon the comparisons applied among the sales data and the subject, the following represents our summary of the qualitative analysis which details the range of pricing indicators.

**Qualitative Analysis Summary**

Sale No.	Sale Date	Sale Price /Sq. Ft.	Pricing Indicator
5	9/16	\$14.47	Low
9	5/15	18.65	Medium
2	Listing	18.72 Adj.	Medium
8	5/15	19.83	Medium
6	7/16	20.88	Medium
1	Listing	24.19 Adj.	High
3	Listing	24.79 Adj.	High
4	10/16	25.45	High
7	10/15	29.52	High

As detailed by the qualitative analysis summary, the sale properties are representative of low, medium, and high pricing indicators. The land sales data range from a low of \$14.47 to a high of \$29.52 per square foot with an average of \$21.83 per square foot. When analyzing the medium indicators among the market data, which we believe are most representative of achievable pricing for the subject, a range of pricing from \$18.65 to \$20.88 per square foot is indicated with an average of \$19.52. Based upon these indicators, we conclude an achievable level of pricing for the subject single-family lots to be \$20.00 per square foot. Therefore, the **base** market value of the two subject single-family lots as determined by the sales comparison approach is as follows:

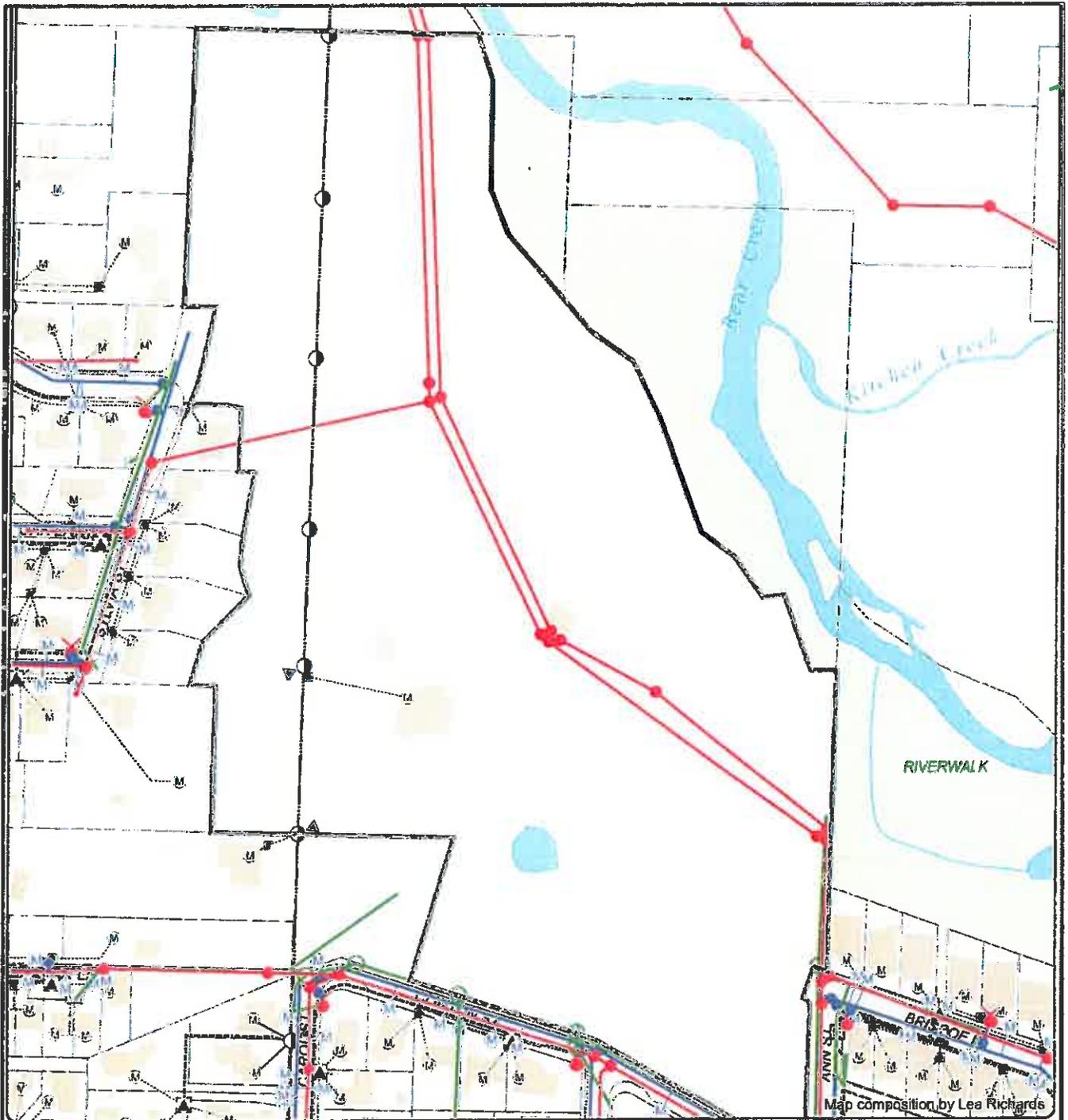
<u>Lot 1</u>	
10,000 Sq. Ft. @ \$20.00/Sq. Ft.	\$200,000
<u>Lot 2</u>	
10,000 Sq. Ft. @ \$20.00/Sq. Ft.	<u>200,000</u>
Total	<u>\$400,000</u>

Infrastructure Concerns

As mentioned in the Appraisal Problems and Issues section, additional concerns arose regarding the infrastructure costs and requirements in order to establish the two homesites. These additional concerns are as follows:

- Sewer and water are currently stubbed to the southerly portion of the subject larger parcel in support of the existing house. However, it is uncertain where these utilities would extend from and the cost associated in order to service the subject homesites. According to the city of Ashland front counter representative, sanitary sewer lines extend north and south adjacent to the west of the subject homesites. In their opinion an extension from this sewer line would be most likely for service to the subject homesites. An attempt to reach Jason Robustelli, Wastewater Collections Supervisor with the city of Ashland Public Works Waste Water department regarding this matter went unanswered.
- Additionally, an extension of water service from the nearest serviceable water line would be required for the subject

homesites. The city of Ashland front counter representative also confirmed a water line along Sylvia Street near the potential access driveway for the subject homesites would be most likely utilized for water service. According to Steve Walker, Water Quality and Distribution Supervisor with the city of Ashland Public Works Water Department, he also believed this to be the most likely water line access to provide water service to the subject homesites. However, Mr. Walker did not provide a follow-up confirmation as he indicated he would regarding a more accurate location of the existing water line from Sylvia Street into the public right-of-way. A map provided by the city of Ashland illustrating the existing utility lines surrounding the subject is presented as follows:



# 345 Clinton

Date Printed: 7/7/2017



1:2,400  
1 inch = 200 feet

Taxlot Identified

Building

Taxlots

Hydrant

Sanitary Sewer Utility features

Electric features

Storm Water Utility features

Water Utility features

Mapping is schematic only and bears no warranty of accuracy.  
All features, structures, facilities, easement or roadway locations  
should be independently field verified for existence and/or location.



- As indicated on the property evaluation conducted by Amy Gunter with Rogue Planning & Development Services, Inc, the subject homesites would be accessible by a long access driveway extending from Sylvia Street. However, this portion of the subject does not immediately front Sylvia Street. Based upon our personal measurements, there is approximately 115 linear feet of unimproved public right-of-way separating the subject property boundary and Sylvia Street. Conversations with Karl Johnson, Associate Engineer with the city of Ashland Public Works/Engineering Department, indicated in order to install an access driveway and utilize Sylvia Street to access the subject homesite, would most likely require this 115 linear feet of public right-of-way to be improved with half-street improvements including a concrete curb and gutter, to city standards. The cost associated with these half street improvements would be required to be paid by the property owner.

Based upon the previous information regarding the off-site improvement concerns as well as the driveway development concerns as indicated by Maria Harris and the uncertainties regarding the associated costs, it is our opinion a discount to the concluded **base** market value of the subject homesites is appropriate. Therefore, we have applied a discount of 25 percent to the concluded **base** market value of the homesites. This results in a concluded total market value for the subject homesites of \$300,000 ( $\$400,000 \times 0.75 = \$300,000$ ).

**Recapitulation**

Resource Land Component	\$77,280
Two Single-Family Lots Component	<u>300,000</u>
Total "As Is" Market Value	<u>\$377,280</u>
	Rounded to, <u>\$380,000</u>

**VALUATION**

Based upon the studies and examinations made, the opinion is formed, subject to the assumptions and limiting conditions stated herein, that the “as is” market value of the **fee simple interest** in the land which represents the subject of this appraisal based upon economic and market conditions as existing on July 7, 2017 is the following sum:

**"As Is" Market Value (July 7, 2017)**

***THREE HUNDRED EIGHTY THOUSAND DOLLARS***

**\$380,000**

## **ASSUMPTIONS AND LIMITING CONDITIONS**

This report is made expressly subject to the following assumptions and limiting conditions:

1. No responsibility is assumed by the appraisers for matters which are legal in nature.
2. No opinion of title is rendered, and the property is appraised as though free of all encumbrances and the title marketable.
3. The appraisal covers the property described only, and the legal description is assumed to be correct.
4. No survey of the boundaries of the property has been made. All areas and dimensions furnished to the appraisers are assumed to be correct.
5. Information concerning market and operating data, as well as data pertaining to the property appraised, was obtained from others and/or based on observation. This information has been verified and checked, where feasible, and is used in this appraisal only if it is believed to be reasonably accurate and correct. However, such information is not guaranteed, and no liability is assumed resulting from possible inaccuracies or errors regarding such information or estimates.
6. The data contained herein comprises the pertinent data considered necessary to support the value estimates. We have not knowingly withheld any pertinent facts, but we do not guarantee that we have knowledge of all factors which might influence the value of the subject property. Due to rapid changes in the external factors, the value estimates are considered reliable only as of the effective date of the appraisal.
7. The appraisers assume there are no hidden or unapparent conditions of the property, subsoil, or structures, that would render it more or less valuable. The appraisers assume no responsibility for such conditions, or for engineering required to discover such factors. It is assumed no soil contamination exists as a result of chemical drainage or leakage in connection with any production operations on or near the property. In addition, the existence (if any) of potentially hazardous materials, such as asbestos, used in

the construction or maintenance of the improvements or disposed of on-site, has not been considered. The undersigned appraisers acknowledge they are not qualified to render an opinion with regard to the presence of toxic materials, and recommend an environmental scientist be retained to determine the exact status of the property. No environmental impact studies were requested nor performed with regard to this appraisal, and the appraisers hereby reserve the right to alter, amend, revise, or rescind any portion of the value or opinions expressed herein based on any subsequent data discovered which could significantly impact the market value of the property.

8. The distribution of total valuation estimate in this report between land and improvements (if any) applies only under the existing or reported program of utilization. The separate valuation for land and improvements (if present) must not be used in conjunction with any other appraisal and is invalid if so used.
9. The assumption has been made that all required licenses, consents, permits, or other legislative or administrative authority, local, state, federal, and/or private entity or organization have been or can be obtained or renewed for any use considered in the value estimate.
10. The property is appraised as though operated under competent and responsible ownership and management.
11. Opinions of value contained herein are estimates. There is no guarantee, written or implied, that the subject property will sell for such amounts. It assumes there is full compliance with all applicable federal, state, local environmental regulations and laws unless noncompliance is stated, defined, and considered in the appraisal report.
12. It is assumed that all applicable zoning and use regulations and restrictions have been complied with unless nonconformity has been stated, defined, and considered in the appraisal report.
13. The appraisers are not required to give testimony or to be in attendance in court or before other legal authority by reason of this appraisal without prior agreement and arrangement between the Client and appraisers.
14. Disclosure of the contents of this appraisal report is governed by the By-Laws and Regulations of the Appraisal Institute.

15. Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraisers or the firm with which they are connected, or any reference to the Appraisal Institute or to the MAI or RM designation) shall be disseminated to the public through advertising media, public relations media, news media, sales media, prospectus for securities, or any other public means of communication without prior written consent and approval of the appraisers.
16. The appraisers assume no responsibility for any costs or consequences arising due to the need or the lack of need for flood hazard insurance. An agent for the Federal Flood Insurance Program should be contacted to determine the actual need for flood hazard insurance.
17. The liability of the appraisers' company, its owner and staff, is limited to the Client only. There is no accountability, obligation, or liability to any third party. The appraisers are in no way to be responsible for any costs incurred to discover or correct any deficiencies of any type present in the property; physically, financially, and/or legally.
18. The Americans with Disabilities Act ("ADA") became effective January 26, 1992. The appraiser has not made a specific compliance survey and analysis of this property to determine whether or not it is in conformity with the various detailed requirements of the ADA. It is possible that a compliance survey of the property, together with a detailed analysis of the requirements of the ADA could reveal that the property is not in compliance with one or more of the requirements of the Act. If so, this fact could have a negative impact upon the value of the property. Since the appraiser has no direct evidence relating to this issue, possible noncompliance with the requirements of the ADA in estimating the value of the property has not been considered.

## **CERTIFICATION**

The undersigned appraiser certifies that he has personally analyzed the 11.5 acres of land located at 345 Clinton Street in Ashland, Oregon; and to the best of his knowledge and belief,

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal unbiased professional analyses, opinions, and conclusions.
3. I have no past, present, or prospective direct or indirect interest in the property that is the subject of this report and no personal interest or bias with respect to the parties involved.
4. I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
5. My engagement in this assignment was not contingent upon developing or reporting predetermined results.
6. My compensation is not contingent upon the reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value estimate, the attainment of a stipulated result, or the occurrence of a subsequent event. The appraisal assignment was not based on a required minimum valuation, a specific valuation, or the approval of a loan.
7. I am competent to appraise the property that is the subject of this report based on our previous experience appraising similar type properties.
8. The reported analyses, opinions, and conclusions were developed and this report has been prepared in conformity with the Uniform Standards of Professional Appraisal Practice.
9. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.

10. As of the effective date of this report, Gregory S. Schuler has completed the certification requirement with respect to continuing education for certified general appraisers within the State of Oregon. As of the date of this report, Gregory S. Schuler has completed the Standards and Ethics Education Requirements for Practicing Affiliates of the Appraisal Institute.
11. The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and the Standards of Professional Appraisal Practice of the Appraisal Institute.
12. Gregory S. Schuler finds the content and conclusions of the appraisal and the report was prepared in accordance with the Uniform Standards of Professional Appraisal Practice adopted by the Appraisal Institute. Gregory S. Schuler has made a personal inspection of the subject property and the market data. The exception was Sale No. 1 which was not accessible.
13. The appraiser has performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.

14. David M. Matlock, Registered Appraiser Assistant No. AA02496, provided significant professional assistance in the development and reporting of this appraisal as follows:

- Define appraisal problem
- Selection and collection of data
- Subject property analysis
- Estimate highest and best use
- Estimate land/site value
- Estimate value of the property
- Reconcile value in each approach and reconcile final value estimate
- Report estimate of value

Respectfully submitted,

BROWN, CHUDLEIGH, SCHULER,  
MYERS, AND ASSOCIATES



GREGORY S. SCHULER  
Oregon State Certified Appraiser  
License No. C000268  
Expiration Date: May 31, 2019

***ADDENDA***

***Subject Photographs***



**View of the northwesterly section of the subject**



**View of the easterly section of the property**



Views westerly of the southwesterly property boundary





Views near the northerly or Bear Creek property boundary





Views southeasterly across the subject from near the northerly boundary





**View south along the westerly property boundary**



**View north along the westerly property boundary**



**Views northerly of the proposed development land adjacent to the subject's northeasterly boundary (not a part of the appraisal)**





**View of the westerly terminus of Briscoe Place near the easterly boundary of the proposed development land (not a part of the appraisal)**



**View easterly of Briscoe Place at the intersection with Ann Street**



**View of Sleepy Hollow Street at the access to the subject's northwest portion on the right**



**View southerly of Sylvia Street from the intersection with Sleep Hollow Street**



**Access to subject's northwesterly portion behind the gate on the right and downhill to a gate on the left**



**View westerly of the access beyond the downhill gate sited above**



Views northeasterly of the narrow bench located past the right gate sited above



## ***Property Evaluation***

ROGUE PLANNING & DEVELOPMENT SERVICES, LLC



# Property Evaluation

345 Clinton Street, Ashland Oregon

Amy Gunter  
2-28-2017

February 28, 2017

## **Property Evaluation of 345 Clinton Street, Ashland Oregon**

For Full-Circle Real Estate

**Subject Property:** 345 Clinton Street  
**Map:** 39 1E 04DB; Tax Lot: 401  
**Zoning:** R-1-5 (Single Family Residential zoning; 5,000 sf minimum lot area)  
**Overlay Zones:** Federal Emergency Management Agency (FEMA) and Ashland Modified Floodplains  
Water Resource Protection Zone for Mook Creek  
Potential wetland to the southeast of site ponds  
Performance Standards Overlay (portions of the property)  
Severe Constraints (over 35% slopes)  
**Lot Area:** 23.35 acres

This report is intended to provide an assessment of the property located at 345 Clinton Street. A preliminary property map that depicted the floodplains provided to Rogue Planning & Development Services from the City of Ashland Parks Department was used to assist with the site assessment.

The property is a 23.35-acre parcel located to the north of Clinton Street and generally bound by Riverwalk Subdivision open space, Ann Street and portions of the Riverwalk Subdivision development to the east. The property to the north is a two acre, R-1-5 zoned property. The properties to the west are generally uphill, above the property and are single family residentially zoned lots occupied by single family residences and associated accessory buildings.

The property is occupied by a single family residential home and associated outbuildings that were constructed in the mid-1990s. The residence is accessed via a driveway that extends from Clinton Street to the north.

The large property is affected by the presence of the FEMA 100-year floodplain, FEMA 500-year floodplain, and Ashland Modified Floodplains for Bear Creek which is to the east of the property. Mook Creek also traverses the property from north to south. According to the City of Ashland Water Resource Protection Zone maps, Mook Creek is an intermittent / ephemeral stream. According to the Local Wetlands Inventory (LWI), there is a potential wetland located to the east of the ponds on the property. The ponds are to the southeast of the residence.

Based on the map provided, the underlying topography, floodplain locations, access to public right-of-way, it does appear that there is approximately 34,000 square feet of developable area adjacent to the northwest corner of the property. This developable area extends roughly 50-feet from the west property line along the north property line, following the Ashland Modified Floodplain elevation of 1740, 355-feet to the south and east, then back to the east for 170-feet. This area could be divided into two single family residential flag lot parcels that each have a substantial buildable area on slopes of less than 15 percent and free of topographical constraints. This area of the property is where a number of significant trees (greater than 18-inches in diameter at breast height). The code requires that these trees be considered in the creation of the new properties.

The potential flag lot(s) could be connected back to the Sylvia Street right-of-way that terminates along the west property line. The "flag" driveway would be more than the minimum 20-foot required width and based on cursory review, would be adequate width for fire apparatus access and turn around. The grade of the driveway needs to be scrutinized because the maximum grade is 15 percent with up to 200-feet in length is allowed to be up to 18 percent grade. Based on the topographical data the area where the driveway would be located is 15.7 percent grade.

The area for the flag pole would be approximately 7,800 square feet in area. The flag pole would extend from Sylvia Street along the west property line for 170-feet with roughly 25 to 40-feet in width. The "driveway" would fall within the existing flat area that exists presently.

In order to create more than three parcels, the division of the property would be a Performance Standards Subdivision. Though there is potential for additional properties, the locations of the trees, the grade of the future driveway location pose challenges that would need to be further investigated to determine feasibility.

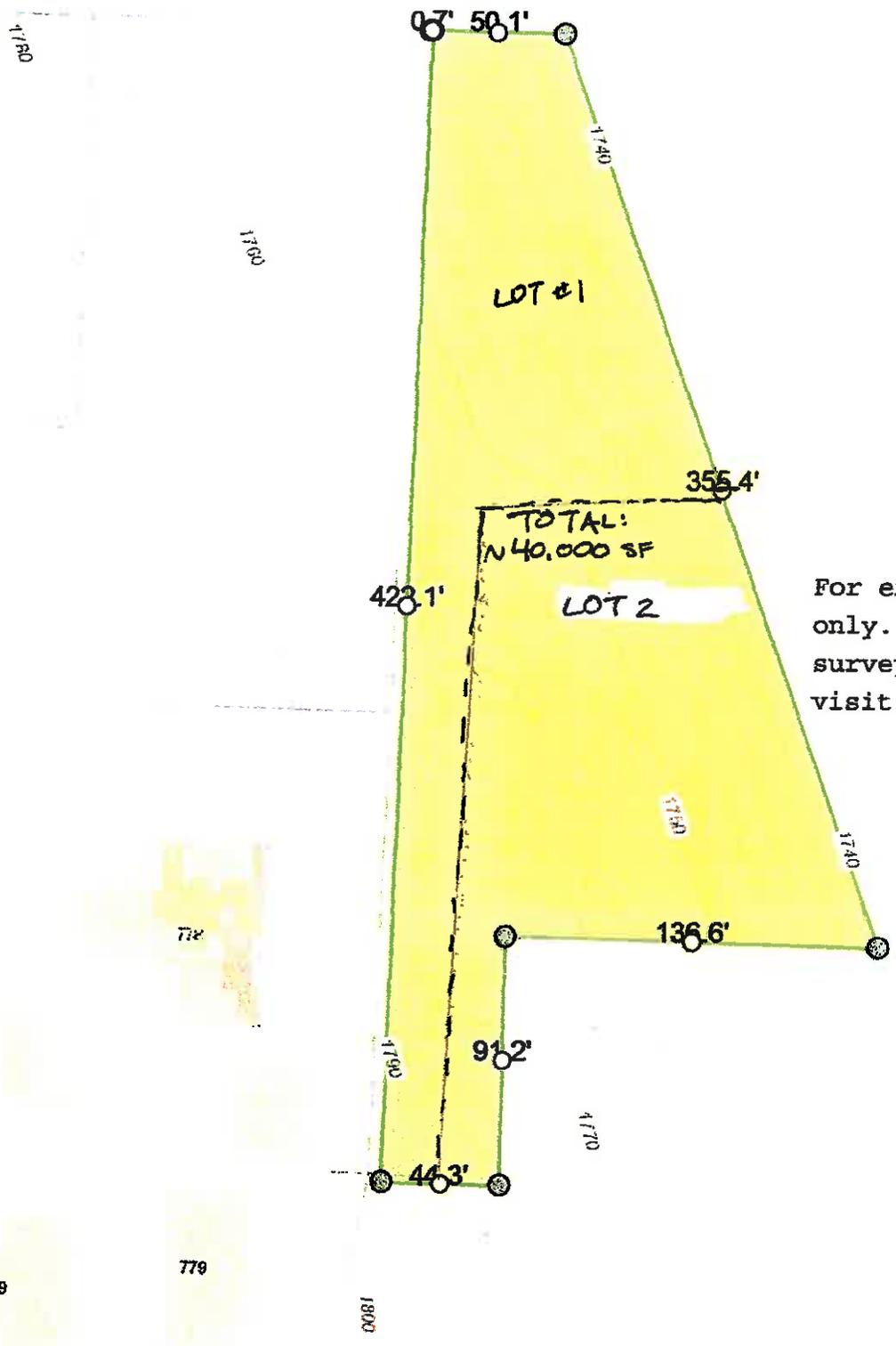
Please feel free to contact me if you have any questions regarding this report or how I can be of further assistance in working through the necessary process and procedure as required by the City of Ashland ordinances.

Thank you,

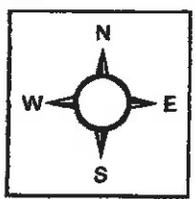
Amy Gunter  
Rogue Planning & Development Services  
541-951-4020  
amygunter.planning@gmail.com

**Disclaimer:**

While Rogue Planning & Development Services, LLC strives to make the information in all reports as timely and accurate as possible, Rogue Planning makes no claims, promises, or guarantees about the accuracy, completeness, or adequacy of the contents of this report, and expressly disclaims liability for errors and omissions in the contents of this report.



For example purposes only. Not based on survey data nor site visit.



1:720  
1 inch = 60 feet  
0 35 70 Feet

Interval	Percent Slope	Constraint Category
2 ft interval	0 - 15	26-30 (hillside lands)
10 ft interval	16-25	31-35 (hillside lands)
		> 35 (severe constraints)

Date Printed: 2/28/2017



Mapping is schematic only and bears no warranty of accuracy. All features, structures, facilities, easement or roadway locations should be independently field verified for existence and/or location.

***Title Report***



**First American**

**First American Title Company of Oregon**  
1225 Crater Lake Ave, Ste 101  
Medford, OR 97504  
Phn - (541)779-7250  
Fax - (866)400-2250

## **TITLE PLANT RECORDS REPORT**

THIS REPORT IS ISSUED BY THE ABOVE-NAMED COMPANY ("THE COMPANY") FOR THE EXCLUSIVE USE OF:

City of Ashland  
20 E Main ST  
Ashland, OR 97520  
Phone: (541)488-5307  
Fax: (541)552-2059

Date Prepared : January 23, 2017  
Effective Date : 8:00 A.M on January 13, 2017  
Order No. : 7169-2800758  
Reference : 345 Clinton Street

The information contained in this report is furnished by First American Title Insurance Company of Oregon (the "Company") as an information service based on the records and indices maintained by the Company for the county identified below. This report is not title insurance, is not a preliminary title report for title insurance, and is not a commitment for title insurance. No examination has been made of the Company's records, other than as specifically set forth in this report. Liability for any loss arising from errors and/or omissions is limited to the lesser of the fee paid or the actual loss to the Customer, and the Company will have no greater liability by reason of this report. This report is subject to the Definitions, Conditions and Stipulations contained in it.

### **REPORT**

- A. The Land referred to in this report is located in the County of Jackson, State of Oregon, and is described as follows:

As fully set forth on Exhibit "A" attached hereto and by this reference made a part hereof.

- B. As of the Effective Date, the tax account and map references pertinent to the Land are as follows:

As fully set forth on Exhibit "A" attached hereto and by this reference made a part hereof.

- C. As of the Effective Date and according to the Public Records, we find title to the land apparently vested in:

As fully set forth on Exhibit "B" attached hereto and by this reference made a part hereof.

- D. As of the Effective Date and according to the Public Records, the Land is subject to the following liens and encumbrances, which are not necessarily shown in the order of priority:

As fully set forth on Exhibit "C" attached hereto and by this reference made a part hereof.

**EXHIBIT "A"**  
**(Land Description Map Tax and Account)**

Parcel 1 per Partition Plat No. P-20-2015, according to the Official Plat thereof, now of record in Volume 26, Page 20 of "Record of Partition Plats" of Jackson County, Oregon and Document No. 2015-016456, Official Records of Jackson County, Oregon and filed as Survey No. 21725 in the Office of the Jackson County Surveyor.

Map No.: 391E04DB 401  
Tax Account No.: 1-063523-1

**EXHIBIT "B"**  
**(Vesting)**

Paul B. Mace and Kathleen Kahle, as tenants by the entirety

**EXHIBIT "C"**  
**(Liens and Encumbrances)**

1. Taxes for the year 2016-2017  
Tax Amount \$ 21,840.01  
Unpaid Balance: \$ 14,450.28 , plus interest and penalties, if any  
Code No.: 5-01  
Map & Tax Lot No.: 391E04DB 401  
Property ID No.: 1-063523-1
  
2. City liens, if any, of the City of Ashland.
  
3. These premises are situated in the Talent Irrigation District, and subject to the levies and assessments thereof, water and irrigation rights, easements for ditches and canals and regulations concerning the same.
  
4. The rights of the public in and to that portion of the premises herein described lying within the limits of streets, roads and highways.
  
5. Easement for electric transmission and distribution lines of one or more wires, and all necessary or desirable appurtenances, including telephone and telegraph wires, towers, poles, props, guys and other supports; and related matters.  
Reco  
Recording Information: April 12, 1923 as Volume 144, Page 159  
Grantee: Pacific Telephone and Telegraph Company  
Affects: (Specific location not given)
  
6. Easement for electric transmission and distribution lines of one or more wires, and all necessary or desirable appurtenances, including telephone and telegraph wires, towers, poles, props, guys and other supports; and related matters.  
  
Recording Information: Volume 289, Page 121, Volume 289, Page 113, Volume 289, Page 101 and February 11, 1948 as Volume 291, Page 249  
Grantee: California Oregon Power Company  
Affects: (Specific location not given)
  
7. Easement, including terms and provisions contained therein:  
Recording Information: February 20, 1962 as Volume 521, Page 271 and June 16, 1966 as Document No. 66-06935, approximate location shown on Partition Plat P-20-2015  
  
In Favor of: City of Ashland  
For: Sewer pipe lines

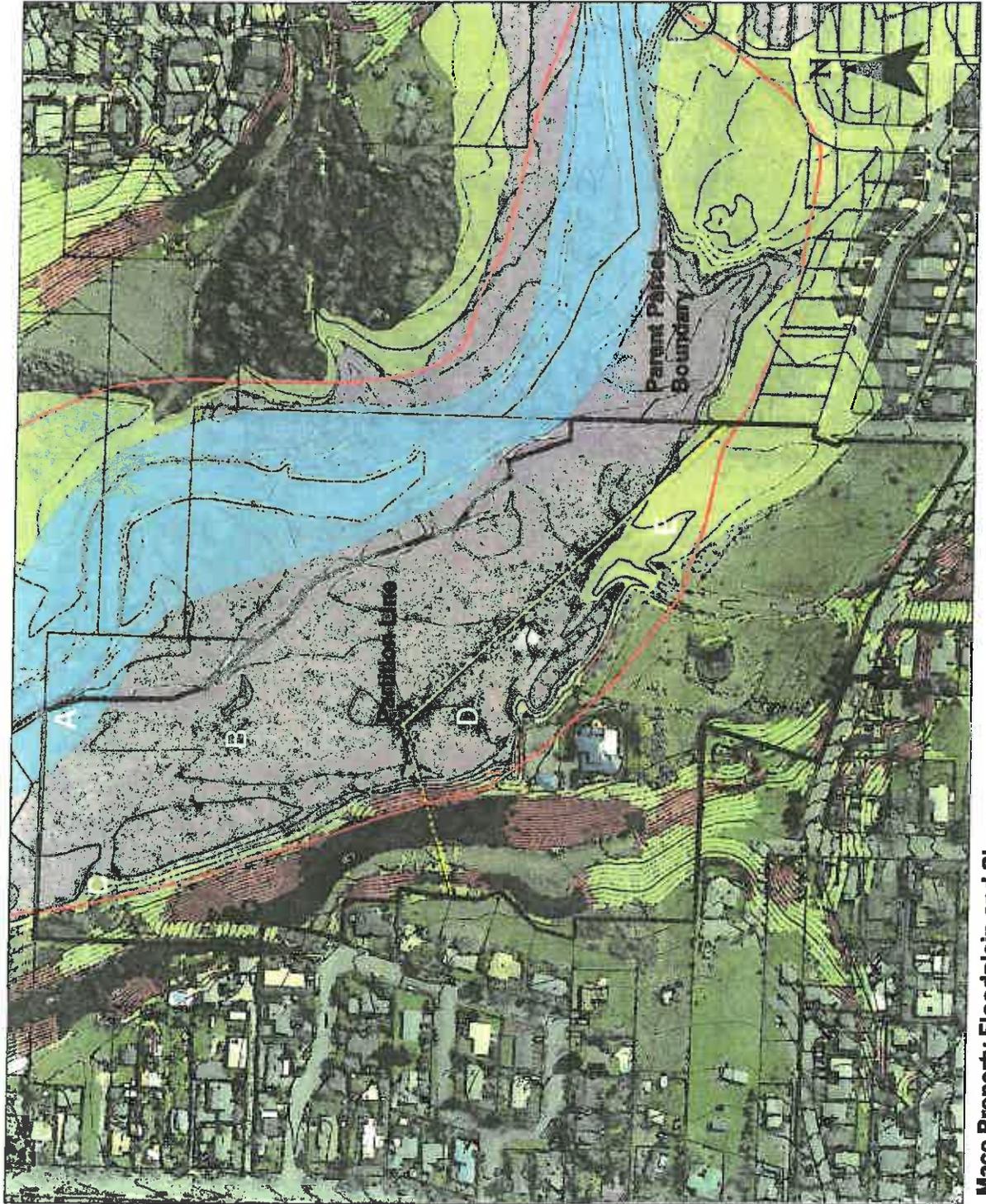
8. Easement, including terms and provisions contained therein:  
Recording Information: July 22, 1971 as Document No. 71-09090, approximate location shown on Partition Plat P-20-2015  
In Favor of: City of Ashland  
For: Storm sewer and drain tile purposes
9. Easement, including terms and provisions contained therein:  
Recording Information: September 10, 1976 as Document No. 76-15853, approximate location shown on Partition Plat P-20-2015  
In Favor of: City of Ashland  
For: Sanitary sewer pipeline purposes
10. Easement, including terms and provisions contained therein:  
Recording Information: October 07, 1977 as Document No. 77-21118 & 78-05769, approximate location shown on Partition Plat P-20-2015  
For: Underground utilities
11. Easement, including terms and provisions contained therein:  
Recording Information: February 21, 1978 as Document No. 78-03836, approximate location shown on Partition Plat P-20-2015  
For: Slope purposes
12. Easement, including terms and provisions contained therein:  
Recording Information: January 29, 1991 as Document No. 91-02033  
In Favor of: City of Ashland  
For: Storm drainage
13. Street Plug Access Agreement and the terms and conditions thereof:  
Between: City of Ashland  
And: Paul Mace, et'ux  
Recording Information: April 22, 2002 as Document No. 02-22261
14. Easement, including terms and provisions contained therein:  
Recording Information: May 31, 2002 as Document No. 02-29826  
In Favor of: City of Ashland  
For: Sanitary sewer line purposes
15. Easement, including terms and provisions contained therein:  
Recording Information: January 04, 2007 as Document No. 2007-000621  
In Favor of: City of Ashland  
For: Sanitary sewer line purposes

16. Retaining Wall as shown on the recorded plat.

## DEFINITIONS, CONDITIONS AND STIPULATIONS

1. **Definitions.** The following terms have the stated meaning when used in this report:
  - (a) "Customer": The person or persons named or shown as the addressee of this report.
  - (b) "Effective Date": The effective date stated in this report.
  - (c) "Land": The land specifically described in this report and improvements affixed thereto which by law constitute real property.
  - (d) "Public Records": Those records which by the laws of the state of Oregon impart constructive notice of matters relating to the Land.
  
2. **Liability of the Company.**
  - (a) This is not a commitment to issue title insurance and does not constitute a policy of title insurance.
  - (b) The liability of the Company for errors or omissions in this public record report is limited to the amount of the charge paid by the Customer, provided, however, that the Company has no liability in the event of no actual loss to the Customer.
  - (c) No costs (including, without limitation attorney fees and other expenses) of defense, or prosecution of any action, is afforded to the Customer.
  - (d) In any event, the Company assumes no liability for loss or damage by reason of the following:
    - (1) Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records.
    - (2) Any facts, rights, interests or claims which are not shown by the Public Records but which could be ascertained by an inspection of the land or by making inquiry of persons in possession thereof.
    - (3) Easements, liens or encumbrances, or claims thereof, which are not shown by the Public Records.
    - (4) Discrepancies, encroachments, shortage in area, conflicts in boundary lines or any other facts which a survey would disclose.
    - (5) (i) Unpatented mining claims; (ii) reservations or exceptions in patents or in Acts authorizing the issuance thereof, (iii) water rights or claims or title to water.
    - (6) Any right, title, interest, estate or easement in land beyond the lines of the area specifically described or referred to in this report, or in abutting streets, roads, avenues, alleys, lanes, ways or waterways.
    - (7) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use or enjoyment on the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the Public Records at the effective date hereof.
    - (8) Any governmental police power not excluded by 2(d)(7) above, except to the extent that notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the Public Records at the effective date hereof.
    - (9) Defects, liens, encumbrances, adverse claims or other matters created, suffered, assumed, agreed to or actually known by the Customer.
  
3. **Report Entire Contract.** Any right or action or right of action that the Customer may have or may bring against the Company arising out of the subject matter of this report must be based on the provisions of this report. No provision or condition of this report can be waived or changed except by a writing signed by an authorized officer of the Company. By accepting this form report, the Customer acknowledges and agrees that the Customer has elected to utilize this form of public record report and accepts the limitation of liability of the Company as set forth herein.
  
4. **Charge.** The charge for this report does not include supplemental reports, updates or other additional services of the Company.

***Floodplain and Slope Map***



**Legend**

- Taxlots
- 2 ft Interval
- 10 ft Interval
- Ashland Adopted Floodplain
- FEMA floodplain
- Flood, FLOODWAY**
- 100 year, FLOODWAY
- 500 year, FLOODWAY
- Trails
- Hillside Slopes**
- Percent Slope**
- 0 - 15
- 16-25
- 26-30 (hillside lands)
- 31-35 (hillside lands)
- > 35 (severe constraints)

- A: Floodway In partition: 9,750 SF
- B: 100 Year Floodplain In partition: 36,500 SF
- C: 500 Year Floodplain In partition: 17,700 SF
- D: 100 Year Floodplain outside of partition: 7,000
- E: 500 Year Floodplain outside of partition: 7,200

*Property lines are for reference only, not scaleable*

**PERMITS FOR DISTURBANCES ALLOWED (HIGHLIGHTED FOR VERIFICATION)**

H-1-14-14-1-1-1

**Notes:**

01 - All heights defined under this permit shall be based on the existing ground surface.

02 - All heights shall be based on the existing ground surface.

At the north property line, the allowed vegetation height is 8 feet. At the south property line, the allowed vegetation height is 10 feet. The allowed vegetation height is 10 feet from the edge of the lot.

The lot has been labeled "steep slope" in the slope at all areas greater than 15 feet in height at the time of parcel approval, and all such areas except from vegetation under this permit.

***Pre-Application***

**DESCRIPTION OF PROJECT**

Project Description approx. 15 lot Performance Standards Subdivision

**APPLICANT**

Name Clason Company LLC Phone 541-646-5444 E-Mail john@clasoncompany.com  
Address 220 Dead End Memorial Rd. City Ashland Zip 97520

**PROPERTY OWNER**

Name Paul Mace and Kathleen Kable Day Time Phone \_\_\_\_\_  
Address 345 Clinton St. City Ashland Zip 97520

**DESCRIPTION OF PROPERTY**

Street Address 345 Clinton St. Assessor's Map No. 39 1E CHDR Tax Lot(s) 401

**SUBMITTAL REQUIREMENTS**

To request a pre-application conference, submit this form with two sets of scalable plans, one large format 24"x36" and one no larger than 11"x17". Include the following information plus your submittal fee of \$133.00 (check, Visa, MasterCard or cash accepted):

1.  Completed Application.
2.  Narrative - Provide a written description of proposal and request. (If in Historic District, provide pictures of existing structures, elevations of proposed structures and details of planned exterior design features and materials)
3. Site Plan - The site plan should contain all applicable elements in the Site Plan Checklist (see reverse) plus any other information pertinent to this proposal. The site plan will be checked to insure all applicable information is included at the time the pre-application date is set.
4. Additional Information - Provide in the narrative or with the site plan:
  - 1) Number of acres in development
  - 2) Total gross square footage of all structures
  - 3) Number of stories on each structure
  - 4) Indicate number of and square footage of:
    - a) Dwelling Units (include the units by the number of bedrooms in each unit - e.g. 10 1-bedroom, 25 2-bedroom, etc)
    - b) Office Spaces
    - c) Retail Units
    - d) Other Spaces
  - 5) Percentage of lot coverage by:
 

a) Structures	e) Landscaping
b) Streets & Roads	f) Number of parking spaces
c) Parking Areas/Driveways	g) Total square footage of landscaped areas.
d) Recreation Areas	h) Other pertinent information of the proposed development.
5. LEED® Certification - Indicate whether project will be pursuing LEED® certification.
6. Submittal Fee

**RECEIVED**

**AUG 19 2016**

**City of Ashland**

**PRE-APPLICATION SITE PLAN CHECKLIST**

		YES	NO	N/A
1.	Project Name	✓		
2.	Owner Name	✓		
3.	Site Address and Map & Taxlot Number	✓		
4.	Vicinity Map - with street names and locations of all existing and proposed streets within or on the boundary of the proposed development	✓		
5.	Scale & North Arrow	✓		
6.	Lot Layout with approximate dimensions for all lot lines	✓		
7.	Zoning Designations in proposed development and surrounding properties	✓		
8.	Location & Use of all proposed and existing building, fences and structures	✓		
9.	Indicate which buildings are to remain and which are to be removed	✓		
10.	Location of all landscaped areas. Indicate existing trees, size, species, and approximate drip line (outer branch location). Identify trees to be removed.		✓	
11.	Location and size of all public utilities in and adjacent to the proposed development including water line and meter size, sewer lines, storm drain lines, nearest fire hydrant.		✓	
12.	Locations of drainage ways or public utility easements in and adjacent to proposed development.		✓	
13.	Location, size and use of all contemplated and existing public areas		✓	
14.	Approximate topography (slope) of the site	✓		
15.	Location of all parking areas and individual and handicap parking spaces, ingress and egress on the site and on-site circulation		✓	
16.	Use designation for the areas not covered by buildings (e.g. loading, storage, vacant, open space, etc.)		✓	
17.	Elevations of the building(s)		✓	
18.	Construction materials – wood frame, masonry, etc. (If project is in a Historic District provide pictures of existing structures and indicate proposed exterior materials for siding, windows, trim and roofing)		✓	

**PRE-APPLICATION BUILDING INFORMATION**

Please attempt to indicate the following (Note: if information is not known please leave blank)

1.	Current Building Occupancy Type (select one):
	a) Assembly = More than 50 occupants (e.g., Theaters, Restaurants, Nightclubs, Taverns and Bars, Community Halls, Art Galleries, Places of Worship, Arenas, Bleacher's, etc.)
	b) Business = Less than 50 occupants (e.g., Professional Service Office, Barber and Beauty Salons, Training and Skill Development not within a school or academic program, Bank, Print Shop, etc.)
	c) Educational (e.g., Schools K-12th Grade, Religious Educational Rooms and Auditoriums, Day Care Facilities)
	d) Factory (e.g., F- Occupancy's include, among others, the use of a building or structure or portion thereof, for assembling, disassembling, fabricating, finishing, manufacturing, packaging, repair or processing operations that are not classified as Group H-Hazardous or Group S-Storage Occupancy's)

RECEIVED  
AUG 09 2016

City of Ashland

	e) High Hazard (e.g., H-Occupancy's includes, among others, the use of a structure, or a portion thereof, that involves the manufacturing, processing, generation or storage of materials that constitute a physical or health hazard in quantities allowed in control areas complying with section 414 of the Oregon Structural Specialty Code.)
	f) Institutional (e.g., I-Occupancy's includes, among others, the use of a building or structure or a portion thereof for more than 16 persons, excluding staff, who reside on a 24 hr. basis in a supervised environment and receive custodial care. Detoxification Facilities, Hospitals, Medical Care, Nursing Homes, Congregate Living Facilities, Social Rehabilitation Facilities, Assisted Living Facilities, Alcohol and Drug Centers, Correction Centers, Jails, Reformatories, Adult and Child Day Care Facilities.)
	g) Mercantile (e.g., Department Stores, Drug Stores, Markets, Motor Fuel-Dispensing Facilities, Retail or Wholesale Stores, Sales Rooms.)
✓	h) Residential (e.g., Single Family Residence, Hotels, Motels, Apartment Houses, Vacation Time Shares, Congregate Living Facilities (more than 16 occupants), Assisted Living Facilities (with or without a Memory Care Endorsement), Residential Treatment Facilities etc.)
2.	Is a Change of Occupancy being requested? If yes, please indicate the proposed Occupancy Type: (Sample Occupancy Types given above) <b>No</b>
	a) Assembly
	b) Business
	c) Educational
	d) Factory
	e) High Hazard
	f) Institutional
	g) Mercantile
	h) Residential
3.	If Residential please indicate which type (select one):
	a) R-1 Occupancy (e.g., Hotels (transient), Motels (transient), Boarding Houses (transient) with more than 10 occupants)
	b) R-2 Occupancy (e.g., Apartment Houses, Congregate Living Facilities (nontransient) with more than 16 occupants, Dormitories, Hotels (nontransient), Motels (nontransient), Vacation Time Share Properties, Boarding Houses (nontransient) with more than 16 occupants etc.)
✓	c) R-3 Occupancy (e.g., Detached One and Two Family Dwellings and Townhouses, Adult Care Facilities (six or fewer persons of any age less than 24 hrs.), Adult Foster Homes as defined in ORS Chapter 443, or Family Child Care Homes located in a private residence as defined in the Oregon Structural Specialty Code section 310.2. Buildings that do not contain more than two dwelling units, Boarding Houses (nontransient), Child Care Facilities that provide accommodations for six or fewer persons of any age for less than 24 hrs., Congregate Living Facilities (nontransient) with 16 or fewer occupants, Lodging Houses etc.)
	d) R-4 Occupancy (e.g., This occupancy shall include buildings, structures or portions thereof for more than five but not more than 16 persons, excluding staff, who reside on a 24-hr. basis in a supervised residential environment and receive custodial care, Congregate Living Facilities, Halfway Houses, Social Rehabilitation Facilities, Alcohol and Drug Centers Assisted Living Facilities (with or without a Memory Care Endorsement), Residential Care Facilities (with or without a Memory Care Endorsement), Residential Treatment Facilities, Group Homes and Facilities etc.)

RECEIVED

AUG 09 2016

City of Ashland

4.	Type of Building Construction: (e.g., Types I and II construction are those types of construction in which the building elements listed in Table 601 of the Oregon Structural Specialty Code are of noncombustible materials. Type III construction is that type of construction in which the exterior walls are of noncombustible materials and the interior building elements are of any material permitted by the Oregon Structural Specialty Code. Type IV Construction (Heavy Timber) is that type of Construction in which the exterior walls are of noncombustible materials and the interior building elements are of solid or laminated wood without concealed spaces. Type V Construction is that type of construction in which the structural elements, exterior walls and interior walls are of any materials permitted by the Oregon Structural Specialty Code.)	
	a) Type I	d) Type IV
	b) Type II	e) Type V
	c) Type III	
5.	Is the building equipped or proposed to be equipped with a Fire Protection System (e.g., Fire Sprinklers or Fire Alarms)	
	a) Yes	b) No

Any questions regarding the pre-application conference or the formal land use application submittal can be directed to the Ashland Planning Division at (541) 488-5305. The City of Ashland Land Use Code can be found online at [www.ashland.or.us/code.asp](http://www.ashland.or.us/code.asp) by clicking on Chapter 18 and selecting the desired section.

FOEIV  
AUG 09 2016  
City of Ashland

## Project Narrative for Subdivision at 345 Clinton St.

8 August 2016

### 1.0 Project Summary

This project is intended to be a joint venture between Clason Company LLC (developer and builder) and Paul Mace and Kathleen Kahle, the property owners. Our preliminary plans are to develop a 5.3 acre portion of what is currently tax lot #401 located at 345 Clinton St (see Figure 1). Depending on the results of further analysis of existing slopes, flood plain boundaries, water bodies, and potential wetlands, the development will consist of approximately 15-19 single family lots. The remainder of the property not part of the development will be partitioned into two parcels, one for the existing home and the other which will be sold to a third party (the Ashland Parks Department has expressed interest in acquiring this portion).

### 2.0 Site Description

The site is 23.35 acres, is within the city limits, and is zoned R-1-5. There is an existing house situated near the southwest corner of the parcel (see site plan). Outside of the 5.3 acre development area mentioned above, the majority of the site consists of steep grades along the western boundary and a 100-year flood plain covering the majority of the northeast portion (see Figure 2). There are two small, man-made ponds on the property that are fed by water from Million Ditch (these are shown on the city's water resources map – see Figure 3). The Water Resources map also identifies a potential wetland bisected by the 100-year flood plain boundary (see Figure 3). There are steep grades along about 75% of frontage on Clinton St (see site plan).

### 3.0 Development Proposal

Our preliminary development plans consist of a 15-19 lot Performance Standards Subdivision (see site plan). Lots 1-4 are larger lots ranging in size from .42-.54 acres. We are considering combining lots 3 and 4 due to the presence of the pond, or possibly excluding lots 3 and 4 from the development altogether.

If the potential wetland identified in the water resources map (Figure 3) is in fact a wetland, we may choose to eliminate lot 5. If it is not a wetland or is located in the 100-year flood plain, we may keep lot 5 or remove it and add its allocated space to lots 6 and 7.

Lots 6-10 average about 62' in width and have varying depths. The rear boundary of these lots would abut or be near the 100-year flood plain.

Lots 11-19 average about 58' wide and would have garage access via a back alley. If the grade is too steep along Clinton St at lot 16, we may eliminate lot 16 and add its allocated area to lot 12. In that case, lot 11 would have garage access from the street.

The new homes constructed in the development would be a maximum of 2 stories high and would likely average about 2300-2500 sqft in size with 3-4 bedrooms and 2-3 bathrooms. Construction materials would consist of conventional concrete stem wall foundations, timber framing, cementitious or engineered wood lap siding, and composite shingle roofs.

AUG 09 2016

City of Ashland

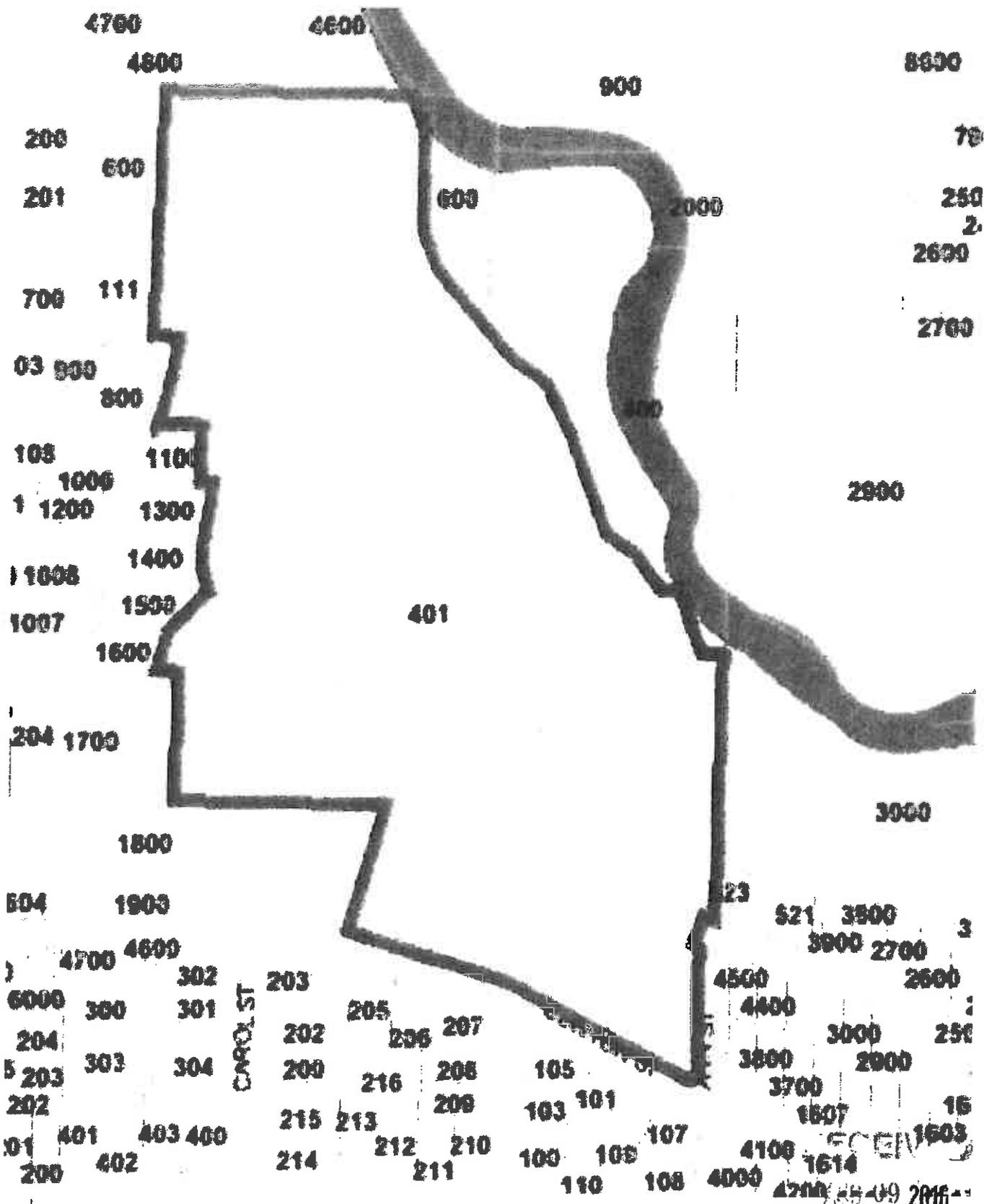
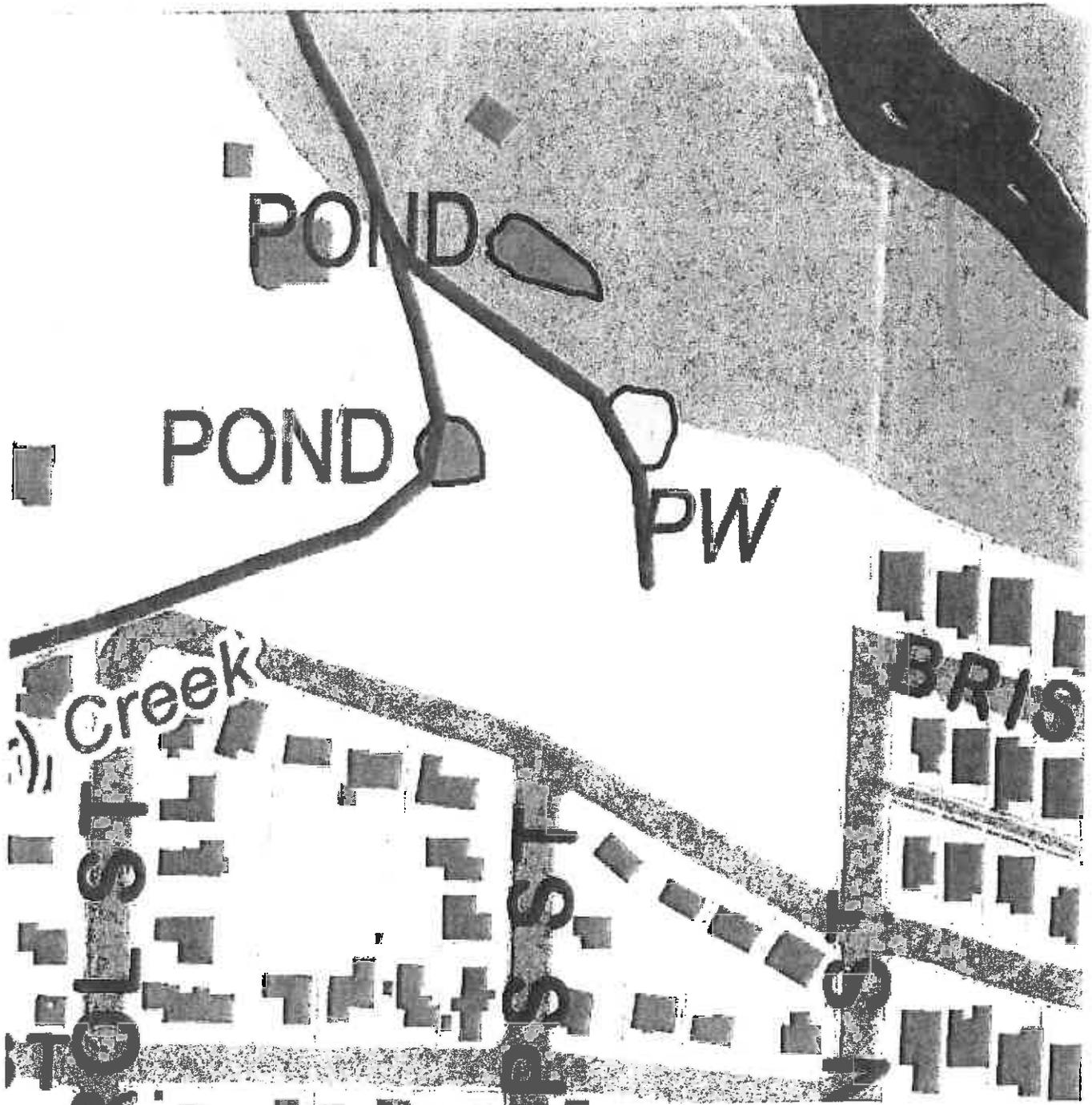


Figure 1

North Arrow



Figure 2

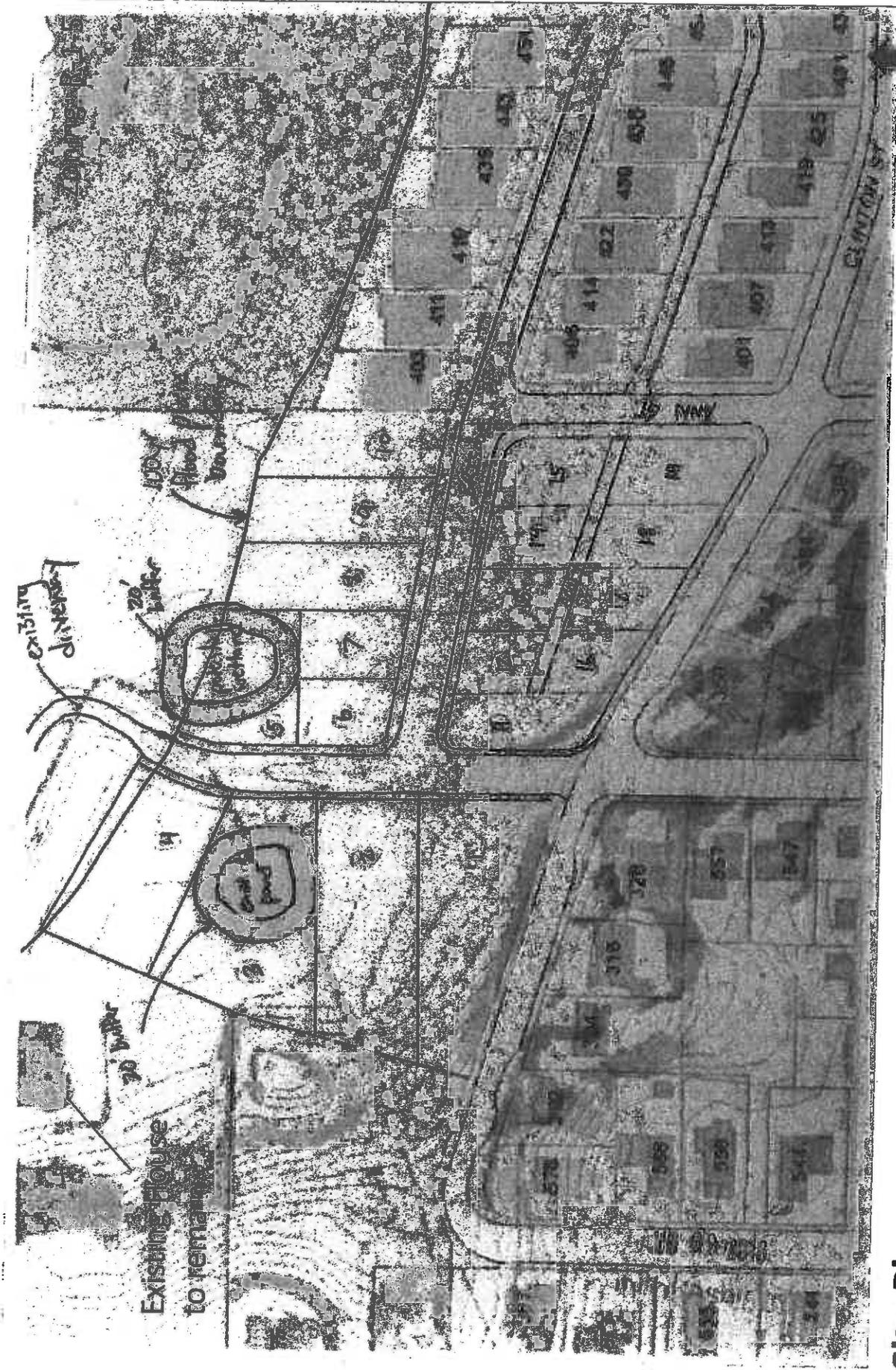


RECEIVED

186 09 2016

City of Ashland

Figure 3



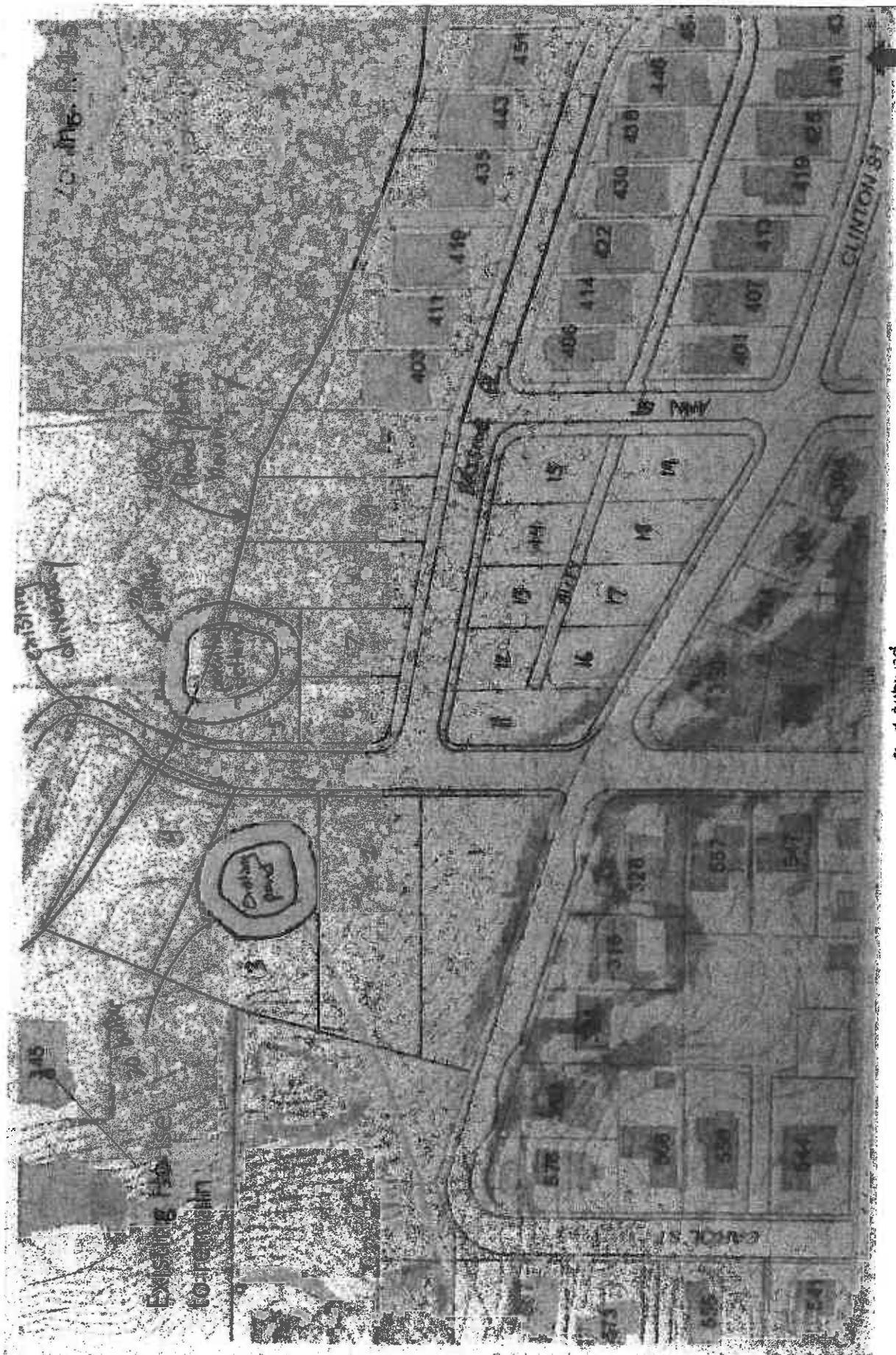
# Site Plan

Project Name: Subdivision at 345 Clinton St.

Landowners: Paul Mace and Kathleen Kahle

Developer: Clason Company LLC





City of Asheville

Project Name: Subdivision at 345 Clinton St.      Landowners: Paul Mace and Kathleen Kahle      Developer: Clason Company LLC

# Site Plan





# Pre Application Conference

Permit Number: PL-2016-01520

<b>A P P L I C A N T</b>	<b>Job Address:</b> 345 CLINTON ST ASHLAND OR 97520	<b>C O N T R A C T O R</b>	<b>Contractor:</b> <b>Address:</b>
	<b>Owner's Name:</b> MACE PAUL B/KATHLEEN KAHLE		<b>Phone:</b>
	<b>Customer #:</b> 08090 CLASON COMPANY LLC		<b>State Lic No:</b> <b>City Lic No:</b>
	<b>Applicant:</b> 220 DEAD INDIAN MEM RD <b>Address:</b> ASHLAND OR 97520		<b>Sub-Contractor:</b> <b>Address:</b>
	<b>Phone:</b> (541) 646-5444		<b>Phone:</b>
	<b>Applied:</b> 08/09/2016		<b>State Lic No:</b>
	<b>Issued:</b>		<b>City Lic No:</b>
	<b>Expires:</b> 02/05/2017		
<b>Maplot:</b> 391E04CA110			

**DESCRIPTION:** Pre-app scheduled for 8/24/2016 at 4PM. Site review for subdivision

VALUATION					
Occupancy Type	Construction	Units	Rate Amt	Actual Amt	Constuction Description
<b>Total for Valuation:</b>					

### MECHANICAL

--

### ELECTRICAL

### STRUCTURAL

### PERMIT FEE DETAIL

Fee Description	Amount	Fee Description	Amount
Pre Application Conference Fee	133.00		

### CONDITIONS OF APPROVAL

--

COMMUNITY DEVELOPMENT    Tel: 541-488-5305  
 20 East Main St.            Fax: 541-488-5311  
 Ashland, OR 97520         TTY: 800-735-2900  
 www.ashland.or.us

Inspection Request Line: 541-562-2080





# Pre Application Conference

Permit Number: PL-2016-01520

I hereby certify the contents of this application to be correct to the best of my knowledge, and furthermore, that I have read, understood and agreed to the following:

1. This permit shall remain valid only in accordance with code or regulation provisions relating to time lapse and revocation (180 days).
2. Work shall not proceed past approved inspection stage. All required inspections shall be called for 24 hours in advance.
3. Any modifications in plans or work shall be reported in advance to the department.
4. Responsibility for complying with all applicable federal, state, or local laws, ordinances, or regulations rests solely with the applicant.

Applicant \_\_\_\_\_

Date \_\_\_\_\_

## Fee Summary

### Paid Amounts

Building:	\$ 0.00	\$ 0.00
State Surcharge:	\$ 0.00	\$ 0.00
Development Fees:	\$ 0.00	\$ 0.00
Systems Development Charges:	\$ 0.00	\$ 0.00
Utility Connection Fees:	\$ 0.00	\$ 0.00
Public Works Fees:	\$ 0.00	\$ 0.00
Planning Fees:	\$ 133.00	\$ 133.00
Sub-Total:	\$ 133.00	\$ 133.00
Fees Paid:	\$ 133.00	\$ 133.00
Total Amount Due:	\$ 0	\$ 0

COMMUNITY DEVELOPMENT  
 20 East Main St.  
 Ashland, OR 97520  
 www.ashland.or.us

Tel: 541-488-5305  
 Fax: 541-488-5311  
 TTY: 800-735-2900

Inspection Request Line: 541-552-2080

# CITY OF ASHLAND

***Contract for Personal Services***

## Contract for Personal Services less than \$35,000.00

<p><b>CITY OF ASHLAND</b> 20 East Main Street Ashland, Oregon 97520 Telephone: 541/488-6002 Fax: 541/488-5311</p>	<p>CONSULTANT: Brown, Chudleigh, Schuler, Myers &amp; Assoc.  CONTACT: Gregory Schular  ADDRESS: 2800 Biddle Road, Medford, OR 97504  TELEPHONE: 541-776-7530</p>
DATE AGREEMENT PREPARED: 11/14/2016	EMAIL: levison@cascadecharter.com
BEGINNING DATE: 11/23/2016	COMPLETION DATE: 1/31/2017
COMPENSATION: Not to exceed \$5,450.00, as per attached proposal titled Exhibit C.	
SERVICES TO BE PROVIDED: Prepare and provide an appraisal for the Mace property located on Clinton Street in Ashland as per attached proposal, Exhibit C.	
<p><b>ADDITIONAL TERMS:</b> In the event of conflicts or discrepancies among the contract documents, the City of Ashland Contract for Personal Services will be primary and take precedence, and any exhibits or ancillary contracts or agreements having redundant or contrary provisions will be subordinate to and interpreted in a manner that will not conflict with the said primary City of Ashland Contract.</p>	
<p><b>FINDINGS:</b> Pursuant to AMC 2.50.120, after reasonable inquiry and evaluation, the undersigned Department Head finds and determines that: (1) the services to be acquired are personal services; (2) the City does not have adequate personnel nor resources to perform the services; (3) the statement of work represents the department's plan for utilization of such personal services; (4) the undersigned consultant has specialized experience, education, training and capability sufficient to perform the quality, quantity and type of work requested in the scope of work within the time and financial constraints provided; (5) the consultant's proposal will best serve the needs of the City; and (6) the compensation negotiated herein is fair and reasonable.</p>	
<p>NOW THEREFORE, in consideration of the mutual covenants contained herein the CITY AND CONSULTANT AGREE as follows:</p>	
<ol style="list-style-type: none"> <li>1. <b>Findings / Recitations.</b> The findings and recitations set forth above are true and correct and are incorporated herein by this reference.</li> <li>2. <b>All Costs by Consultant:</b> Consultant shall, at its own risk and expense, perform the personal services described above and, unless otherwise specified, furnish all labor, equipment and materials required for the proper performance of such service.</li> <li>3. <b>Qualified Work:</b> Consultant has represented, and by entering into this contract now represents, that all personnel assigned to the work required under this contract are fully qualified to perform the service to which they will be assigned in a skilled and worker-like manner and, if required to be registered, licensed or bonded by the State of Oregon, are so registered, licensed and bonded.</li> <li>4. <b>Completion Date:</b> Consultant shall start performing the service under this contract by the beginning date indicated above and complete the service by the completion date indicated above.</li> <li>5. <b>Compensation:</b> City shall pay Consultant for service performed, including costs and expenses, the sum specified above. Payments shall be made within 30 days of the date of the invoice. Should the contract be prematurely terminated, payments will be made for work completed and accepted to date of termination.</li> <li>6. <b>Ownership of Documents:</b> All documents prepared by Consultant pursuant to this contract shall be the property of City.</li> <li>7. <b>Statutory Requirements:</b> ORS 279C.505, 279C.515, 279C.520 and 279C.530 are made part of this contract.</li> <li>8. <b>Living Wage Requirements:</b> If the amount of this contract is \$20,283.20 or more, Consultant is required to comply with chapter 3.12 of the Ashland Municipal Code by paying a living wage, as defined in this chapter, to all employees performing work under this contract and to any Subcontractor who performs 50% or more of the service work under this contract. Consultant is also required to post the notice attached hereto as Exhibit B predominantly in areas where it will be seen by all employees.</li> <li>9. <b>Indemnification:</b> Consultant agrees to defend, indemnify and save City, its officers, employees and agents harmless from any and all losses, claims, actions, costs, expenses, judgments, subrogations, or other damages resulting from injury to any person (including injury resulting in death), or damage (including loss or destruction) to property, of whatsoever nature arising out of or incident to the performance of this contract by Consultant (including but not limited to, Consultant's employees, agents, and others designated by Consultant to perform work or services attendant to this contract). Consultant shall not be held responsible for any losses, expenses, claims, subrogations, actions, costs, judgments, or other damages, directly, solely, and proximately caused by the negligence of City.</li> </ol>	

**10. Termination:**

- a. Mutual Consent. This contract may be terminated at any time by mutual consent of both parties.
- b. City's Convenience. This contract may be terminated at any time by City upon 30 days' notice in writing and delivered by certified mail or in person.
- c. For Cause. City may terminate or modify this contract, in whole or in part, effective upon delivery of written notice to Consultant, or at such later date as may be established by City under any of the following conditions:
  - i. If City funding from federal, state, county or other sources is not obtained and continued at levels sufficient to allow for the purchase of the indicated quantity of services;
  - ii. If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this contract or are no longer eligible for the funding proposed for payments authorized by this contract; or
  - iii. If any license or certificate required by law or regulation to be held by Consultant to provide the services required by this contract is for any reason denied, revoked, suspended, or not renewed.
- d. For Default or Breach.
  - i. Either City or Consultant may terminate this contract in the event of a breach of the contract by the other. Prior to such termination the party seeking termination shall give to the other party written notice of the breach and intent to terminate. If the party committing the breach has not entirely cured the breach within 15 days of the date of the notice, or within such other period as the party giving the notice may authorize or require, then the contract may be terminated at any time thereafter by a written notice of termination by the party giving notice.
  - ii. Time is of the essence for Consultant's performance of each and every obligation and duty under this contract. City by written notice to Consultant of default or breach may at any time terminate the whole or any part of this contract if Consultant fails to provide services called for by this contract within the time specified herein or in any extension thereof.
  - iii. The rights and remedies of City provided in this subsection (d) are not exclusive and are in addition to any other rights and remedies provided by law or under this contract.
- e. Obligation/Liability of Parties. Termination or modification of this contract pursuant to subsections a, b, or c above shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination or modification. However, upon receiving a notice of termination (regardless whether such notice is given pursuant to subsections a, b, c or d of this section, Consultant shall immediately cease all activities under this contract, unless expressly directed otherwise by City in the notice of termination. Further, upon termination, Consultant shall deliver to City all contract documents, information, works-in-progress and other property that are or would be deliverables had the contract been completed. City shall pay Consultant for work performed prior to the termination date if such work was performed in accordance with the Contract.

- 11. **Independent Contractor Status:** Consultant is an independent contractor and not an employee of the City. Consultant shall have the complete responsibility for the performance of this contract. Consultant shall provide workers' compensation coverage as required in ORS Ch 656 for all persons employed to perform work pursuant to this contract. Consultant is a subject employer that will comply with ORS 656.017.
- 12. **Assignment and Subcontracts:** Consultant shall not assign this contract or subcontract any portion of the work without the written consent of City. Any attempted assignment or subcontract without written consent of City shall be void. Consultant shall be fully responsible for the acts or omissions of any assigns or Subcontractors and of all persons employed by them, and the approval by City of any assignment or subcontract shall not create any contractual relation between the assignee or subcontractor and City.
- 13. **Default.** The Consultant shall be in default of this agreement if Consultant: commits any material breach or default of any covenant, warranty, certification, or obligation it owes under the Contract; its QRF status pursuant to the QRF Rules or loses any license, certificate or certification that is required to perform the Services or to qualify as a QRF if consultant has qualified as a QRF for this agreement; institutes an action for relief in bankruptcy or has instituted against it an action for insolvency; makes a general assignment for the benefit of creditors; or ceases doing business on a regular basis of the type identified in its obligations under the Contract; or attempts to assign rights in, or delegate duties under, the Contract.
- 14. **Insurance.** Consultant shall at its own expense provide the following insurance:
  - a. Worker's Compensation insurance in compliance with ORS 656.017, which requires subject employers to provide Oregon workers' compensation coverage for all their subject workers
  - b. Professional Liability insurance with a combined single limit, or the equivalent, of not less than Enter one: \$250,000, \$500,000, ~~\$1,000,000~~, \$2,000,000 or Not Applicable for each claim, incident or occurrence. This is to cover damages caused by error, omission or negligent acts related to the professional services to be provided under this contract.
  - c. General Liability insurance with a combined single limit, or the equivalent, of not less than Enter one: \$200,000, \$500,000, ~~\$1,000,000~~, \$2,000,000 or Not Applicable for each occurrence for Bodily Injury and Property Damage.
  - d. Automobile Liability insurance with a combined single limit, or the equivalent, of not less than Enter one: \$100,000, \$500,000, ~~\$1,000,000~~, or Not Applicable for each accident for Bodily Injury and Property Damage,

including coverage for owned, hired or non-owned vehicles, as applicable.

e. Notice of cancellation or change. There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without 30 days' written notice from the Consultant or its insurer(s) to the City.

f. Additional Insured/Certificates of Insurance. Consultant shall name The City of Ashland, Oregon, and its elected officials, officers and employees as Additional Insureds on any insurance policies, excluding Professional Liability and Workers' Compensation, required herein, but only with respect to Consultant's services to be provided under this Contract. The consultant's insurance is primary and non-contributory. As evidence of the insurance coverages required by this Contract, the Consultant shall furnish acceptable insurance certificates prior to commencing work under this contract. The certificate will specify all of the parties who are Additional Insureds. Insuring companies or entities are subject to the City's acceptance. If requested, complete copies of insurance policies; trust agreements, etc. shall be provided to the City. The Consultant shall be financially responsible for all pertinent deductibles, self-insured retentions and/or self-insurance.

15. **Governing Law; Jurisdiction; Venue:** This contract shall be governed and construed in accordance with the laws of the State of Oregon without resort to any jurisdiction's conflict of laws, rules or doctrines. Any claim, action, suit or proceeding (collectively, "the claim") between the City (and/or any other or department of the State of Oregon) and the Consultant that arises from or relates to this contract shall be brought and conducted solely and exclusively within the Circuit Court of Jackson County for the State of Oregon. If, however, the claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon filed in Jackson County, Oregon. Consultant, by the signature herein of its authorized representative, hereby consents to the in personam jurisdiction of said courts. In no event shall this section be construed as a waiver by City of any form of defense or immunity, based on the Eleventh Amendment to the United States Constitution, or otherwise, from any claim or from the jurisdiction.

16. THIS CONTRACT AND ATTACHED EXHIBITS CONSTITUTE THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION OR CHANGE OF TERMS OF THIS CONTRACT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS CONTRACT. CONSULTANT, BY SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT HE/SHE HAS READ THIS CONTRACT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

17. **Nonappropriations Clause.** Funds Available and Authorized: City has sufficient funds currently available and authorized for expenditure to finance the costs of this contract within the City's fiscal year budget. Consultant understands and agrees that City's payment of amounts under this contract attributable to work performed after the last day of the current fiscal year is contingent on City appropriations, or other expenditure authority sufficient to allow City in the exercise of its reasonable administrative discretion, to continue to make payments under this contract. In the event City has insufficient appropriations, limitations or other expenditure authority, City may terminate this contract without penalty or liability to City, effective upon the delivery of written notice to Consultant, with no further liability to Consultant.

**Certification.** Consultant shall sign the certification attached hereto as Exhibit A and herein incorporated by reference.

Consultant:

City of Ashland

By



Signature

By



Department Head

Gregory S Schuler

Print Name

Michael A. Black

Print Name

Managing Member

Title

11/23/2016

Date

W-9 One copy of a W-9 is to be submitted with the signed contract.

Purchase Order No. \_\_\_\_\_

## EXHIBIT A

**CERTIFICATIONS/REPRESENTATIONS:** Contractor, under penalty of perjury, certifies that (a) the number shown on the attached W-9 form is its correct taxpayer ID (or is waiting for the number to be issued to it and (b) Contractor is not subject to backup withholding because (i) it is exempt from backup withholding or (ii) it 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 (iii) the IRS has notified it that it is no longer subject to backup withholding. Contractor further represents and warrants to City that (a) it has the power and authority to enter into and perform the work, (b) the Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms, (c) the work under the Contract shall be performed in accordance with the highest professional standards, and (d) Contractor is qualified, professionally competent and duly licensed to perform the work. Contractor also certifies under penalty of perjury that its business is not in violation of any Oregon tax laws, and it is a corporation authorized to act on behalf of the entity designated above and authorized to do business in Oregon or is an independent Contractor as defined in the contract documents, and has checked four or more of the following criteria:

- (1) I carry out the labor or services at a location separate from my residence or is in a specific portion of my residence, set aside as the location of the business.
- (2) Commercial advertising or business cards or a trade association membership are purchased for the business.
- (3) Telephone listing is used for the business separate from the personal residence listing.
- (4) Labor or services are performed only pursuant to written contracts.
- (5) Labor or services are performed for two or more different persons within a period of one year.
- (6) I assume financial responsibility for defective workmanship or for service not provided as evidenced by the ownership of performance bonds, warranties, errors and omission insurance or liability insurance relating to the labor or services to be provided.

  
\_\_\_\_\_  
Contractor

  
\_\_\_\_\_  
(Date)

**EXHIBIT B**

# City of Ashland LIVING WAGE

ALL employers described below must comply with City of Ashland laws regulating payment of a living wage.



**\$14.52** per hour effective June 30, 2016  
(Increases annually every June 30 by the  
Consumer Price Index)

## Employees must be paid a living wage:

- For all hours worked under a service contract between their employer and the City of Ashland if the contract exceeds \$20,283.20 or more.
- For all hours worked in a month if the employee spends 50% or more of the employee's time in that month working on a project or

portion of business of their employer, if the employer has ten or more employees, and has received financial assistance for the project or business from the City of Ashland in excess of \$20,283.20.

- If their employer is the City of Ashland including the Parks and Recreation Department.
- In calculating the living wage, employers may add the value of health care, retirement,

401K and IRS eligible cafeteria plans (including childcare) benefits to the amount of wages received by the employee.

- Note: "Employee" does not include temporary or part-time employees hired for less than 1040 hours in any twelve-month period. For more details on applicability of this policy, please see Ashland Municipal Code Section 3.12.020.

## For additional information:

Call the Ashland City Administrator's office at 541-488-6002 or write to the City Administrator, City Hall, 20 East Main Street, Ashland, OR 97520 or visit the city's website at [www.ashland.or.us](http://www.ashland.or.us).

**Notice to Employers:** This notice must be posted predominantly in areas where it can be seen by all employees.

CITY OF  
**ASHLAND**

# EXHIBIT C

**BROWN, CHUDLEIGH, SCHULER, MYERS, AND ASSOCIATES**

REAL ESTATE APPRAISALS - CONSULTING

LAWRENCE E. BROWN, MAI CRE (1942-1990)

WALTER H. CHUDLEIGH III, MAI

GREGORY S. SCHULER

DEAN A. MYERS

November 11, 2016

Michael A. Black, AICP  
Director, Ashland Parks and Recreation Commission  
340 South Pioneer Street  
Ashland, Oregon 97520  
VIA EMAIL  
michael.black@ashland.or.us

Reference: Appraisal of an approximate 11.5 acre portion of the Mace property located at 345 Clinton Street in Ashland, Oregon.

Dear Mr. Black:

Based upon your request, we are pleased to submit a proposal for appraisal services to be rendered in connection with the above referenced property. It is our understanding that this appraisal will be utilized by the City of Ashland Parks and Recreation Commission and/or others for potential acquisition purposes. Upon authorization to proceed, we shall prepare an appraisal under the Uniform Appraisal Standards for Federal Land Acquisitions commonly known as "Yellow Book".

The fee for this assignment will be the sum of \$5,450. A retainer in the amount of \$2,725 will be required prior to commencement of work. The appraisal report will be delivered by mid to late January 2017. After further consideration, we do not believe we will need to appraise the house as we discussed in our meeting.

If you have any questions regarding this proposal, please call.

Respectfully submitted,

**BROWN, CHUDLEIGH, SCHULER,  
MYERS, AND ASSOCIATES**



Gregory S. Schuler

Enclosure

WESTERN REGION OFFICE: 2800 BIDDLE ROAD MEDFORD, OREGON 97504 (541) 776-7530 FAX (541) 842-2873  
MOUNTAIN STATES OFFICE: 1500 E. KEARNS, SUITE E-303 PARK CITY, UTAH (435) 649-5906

  
CASCADE CHARTER COMPANY, LLC

ADDENDUM TO CITY OF ASHLAND  
CONTRACT FOR PERSONAL SERVICES LESS THAN \$35,000

Addendum made this 17th day of July, 2017, between the City of Ashland ("City")  
Brown, Chudleigh, Schuler, Meyer & Assoc. ("Consultant").

Recitals:

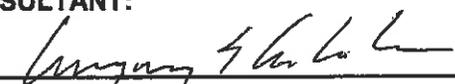
A. On 11/23/2016 City and Consultant entered into a "City of Ashland Contract for  
Personal Services Less than \$35,000" (further referred to in this addendum as "the  
agreement").

B. The parties desire to amend the agreement to extend the date of completion,  
increase the compensation to be paid Consultant and to modify the project.

City and Consultant agree to amend the agreement in the following manner:

1. *The date for completion as specified in Paragraph 3 of the agreement is extended to  
September 30, 2017, and the compensation is increased to \$6,650.00.*
2. *The scope of services is modified to add review of new information regarding  
potential residential lot placement on property.*
3. Except as modified above the terms of the agreement shall remain in full force and  
effect.

CONSULTANT:

BY   
Its managing member  
DATE 7/18/17

CITY OF ASHLAND:

BY \_\_\_\_\_  
Department Head  
Date \_\_\_\_\_

Purchase Order # 424

Acct. No.: \_\_\_\_\_  
(For City purposes only)

# **QUALIFICATIONS GREGORY S. SCHULER**

## **EMPLOYMENT**

Principal with Brown, Chudleigh, Schuler, Myers, and Associates in Medford, Oregon. Real estate appraiser specializing in industrial and commercial properties, 1981 to present.

CEO of First Charter Companies in Jacksonville and Medford, Oregon. First Charter Companies were involved in real estate development, construction, and marketing, 2004 to October 2007.

Secretary/Treasurer of Commercial Real Estate Advisors, Inc. (CRA), Medford, Oregon. CRA was involved in commercial and retail real estate development, construction, and leasing. 1994 to 2000.

Pulver & Leever Commercial Real Estate, Medford, Oregon. Real estate marketing specializing in commercial and industrial sales and leasing, 1976 to 1980.

## **PROFESSIONAL AFFILIATIONS**

State Certified Appraiser in the following states:

California	License #AG017213
Oregon	License #C000268

Associate Member Appraisal Institute

Continuing education courses completed (partial list):

- Uniform Standards of Professional Appraisal Practice
- Basic Valuation Procedures
- Small Hotel/Motel Valuation
- Federal Land Exchanges
- Technical Inspection of Real Estate
- Appraisal Review – General
- General Appraiser Sales Comparison Approach
- Litigation Appraising: Specialized Topics and Applications
- Oregon Land Use Law
- Right of Way Appraisals
- Oregon Water Law
- Update and Review of Oregon Law and the Appraiser
- Identifying Comparable Properties
- Eminent Domain

Licensed Real Estate Broker, State of Oregon. License #780401812

## **EDUCATION**

Bachelor of Science degree in Business and Marketing, Oregon State University, 1973.



# Appraiser Certification and Licensure Board

## State Certified General Appraiser

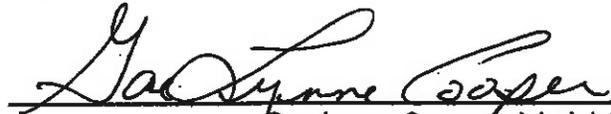
*28 hours of continuing education required for renewal*

Gregory S Schuler  
Brown Chudleigh Schuler Myers and Associates  
2800 Biddle RD  
Medford, OR 97504

License No.: **C000268**

Issue Date: **June 1, 2017**

Expiration Date: **May 31, 2019**

  
Gae Lynne Cooper, Administrator

ROGUE PLANNING & DEVELOPMENT SERVICES, LLC



# Property Evaluation

345 Clinton Street, Ashland Oregon

Amy Gunter  
2-28-2017

February 28, 2017

## Property Evaluation of 345 Clinton Street, Ashland Oregon

For Full-Circle Real Estate

**Subject Property:** 345 Clinton Street  
**Map:** 39 1E 04DB; Tax Lot: 401  
**Zoning:** R-1-5 (Single Family Residential zoning; 5,000 sf minimum lot area)  
**Overlay Zones:** Federal Emergency Management Agency (FEMA) and Ashland Modified Floodplains  
Water Resource Protection Zone for Mook Creek  
Potential wetland to the southeast of site ponds  
Performance Standards Overlay (portions of the property)  
Severe Constraints (over 35% slopes)  
**Lot Area:** 23.35 acres

This report is intended to provide an assessment of the property located at 345 Clinton Street. A preliminary property map that depicted the floodplains provided to Rogue Planning & Development Services from the City of Ashland Parks Department was used to assist with the site assessment.

The property is a 23.35-acre parcel located to the north of Clinton Street and generally bound by Riverwalk Subdivision open space, Ann Street and portions of the Riverwalk Subdivision development to the east. The property to the north is a two acre, R-1-5 zoned property. The properties to the west are generally uphill, above the property and are single family residentially zoned lots occupied by single family residences and associated accessory buildings.

The property is occupied by a single family residential home and associated outbuildings that were constructed in the mid-1990s. The residence is accessed via a driveway that extends from Clinton Street to the north.

The large property is affected by the presence of the FEMA 100-year floodplain, FEMA 500-year floodplain, and Ashland Modified Floodplains for Bear Creek which is to the east of the property. Mook Creek also traverses the property from north to south. According to the City of Ashland Water Resource Protection Zone maps, Mook Creek is an intermittent / ephemeral stream. According to the Local Wetlands Inventory (LWI), there is a potential wetland located to the east of the ponds on the property. The ponds are to the southeast of the residence.

Based on the map provided, the underlying topography, floodplain locations, access to public right-of-way, it does appear that there is approximately 34,000 square feet of developable area adjacent to the northwest corner of the property. This developable area extends roughly 50-feet from the west property line along the north property line, following the Ashland Modified Floodplain elevation of 1740, 355-feet to the south and east, then back to the east for 170-feet. This area could be divided into two single family residential flag lot parcels that each have a substantial buildable area on slopes of less than 15 percent and free of topographical constraints. This area of the property is where a number of significant trees (greater than 18-inches in diameter at breast height). The code requires that these trees be considered in the creation of the new properties.

The potential flag lot(s) could be connected back to the Sylvia Street right-of-way that terminates along the west property line. The “flag” driveway would be more than the minimum 20-foot required width and based on cursory review, would be adequate width for fire apparatus access and turn around. The grade of the driveway needs to be scrutinized because the maximum grade is 15 percent with up to 200-feet in length is allowed to be up to 18 percent grade. Based on the topographical data the area where the driveway would be located is 15.7 percent grade.

The area for the flag pole would be approximately 7,800 square feet in area. The flag pole would extend from Sylvia Street along the west property line for 170-feet with roughly 25 to 40-feet in width. The “driveway” would fall within the existing flat area that exists presently.

In order to create more than three parcels, the division of the property would be a Performance Standards Subdivision. Though there is potential for additional properties, the locations of the trees, the grade of the future driveway location pose challenges that would need to be further investigated to determine feasibility.

Please feel free to contact me if you have any questions regarding this report or how I can be of further assistance in working through the necessary process and procedure as required by the City of Ashland ordinances.

Thank you,

Amy Gunter  
Rogue Planning & Development Services  
541-951-4020  
amygunter.planning@gmail.com

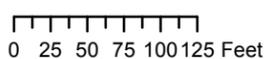
**Disclaimer:**

While Rogue Planning & Development Services, LLC strives to make the information in all reports as timely and accurate as possible, Rogue Planning makes no claims, promises, or guarantees about the accuracy, completeness, or adequacy of the contents of this report, and expressly disclaims liability for errors and omissions in the contents of this report.



# MACE PROPERTY - POTENTIAL BOUNDARY 10/12/2016

1:1,500  
1 inch = 125 feet

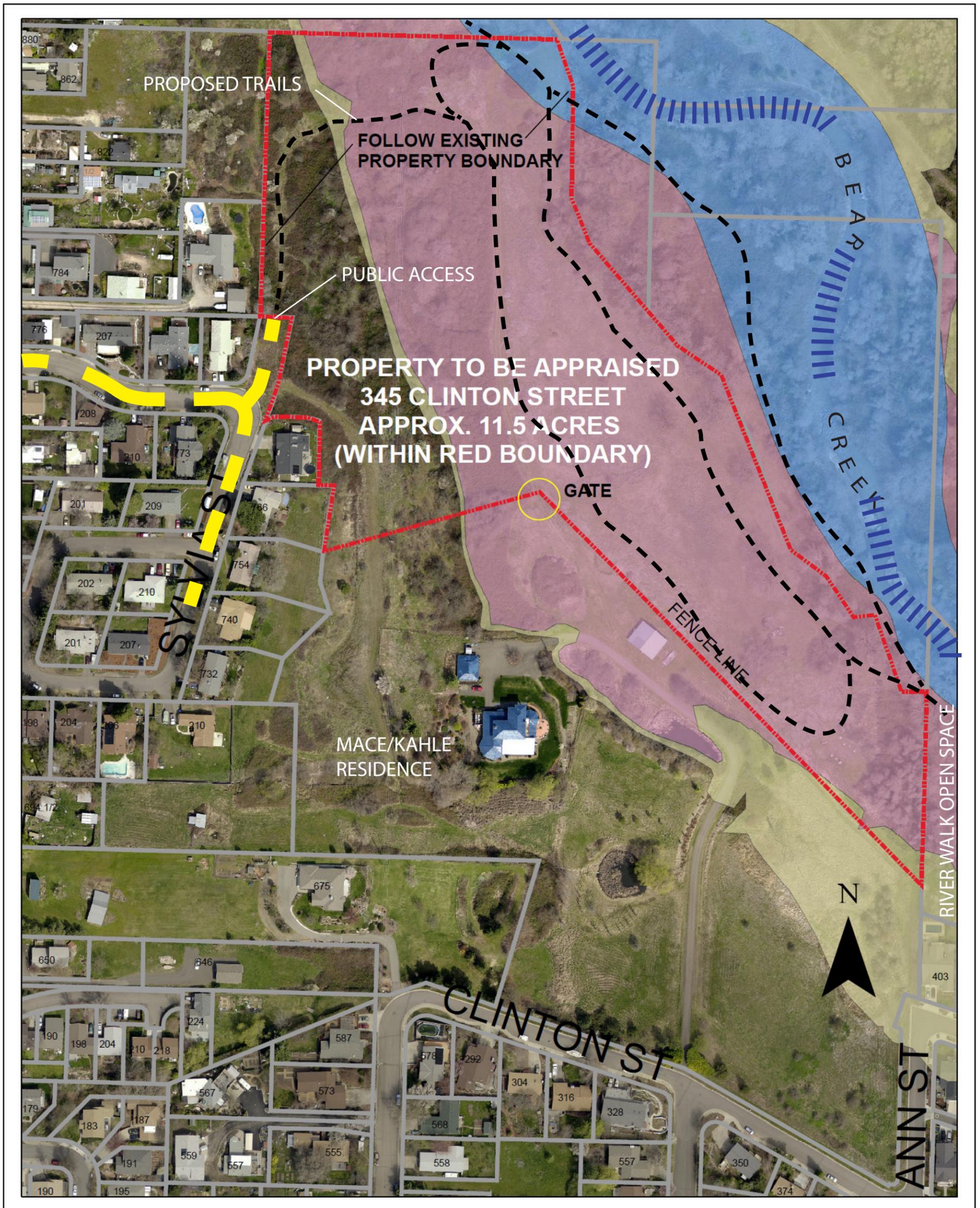


CITY OF  
**ASHLAND**

Mapping is schematic only and bears no warranty of accuracy.  
All features, structures, facilities, easement or roadway locations  
should be independently field verified for existence and/or location.

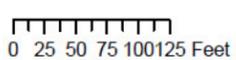
**Legend**

 Taxlots



# MACE PROPERTY - POTENTIAL BOUNDARY 10/12/2016

1:1,604  
1 inch = 134 feet



Mapping is schematic only and bears no warranty of accuracy. All features, structures, facilities, easement or roadway locations should be independently field verified for existence and/or location.

## Legend

-  Taxlots
- FEMA floodplain**
- Flood, FLOODWAY**
-  100 year,
-  100 year, FLOODWAY
-  500 year,



# Active Transportation - Potential Alignment Oak to North Mountain

1:4,810  
1 inch = 401 feet

0 250 500 750 1000 1250 1500 1750 2000 2250 2500 2750 3000 3250 3500 3750 4000 Feet



Mapping is schematic only and bears no warranty of accuracy.  
All features, structures, facilities, easement or roadway locations  
should be independently field verified for existence and/or location.

## Legend

-  Taxlots
-  Parks
-  City Limits