



Rules of Conduct for Public Hearings

1. No person shall be disorderly, abusive, or disruptive of the orderly conduct of the hearing.
2. Persons shall not testify without first receiving recognition from the presiding officer and stating their full name and residence address.
3. No person shall present irrelevant, immaterial, or repetitious testimony or evidence.
4. There shall be no audience demonstrations such as applause, cheering, display of signs, or other conduct disruptive of the hearing.

NOTICE OF PUBLIC MEETING CITY OF MILLERSBURG PLANNING COMMISSION

Tuesday, May 15, 2018
6:00 p.m.

Agenda

- A. CALL TO ORDER
- B. PLEDGE OF ALLEGIANCE
- C. ROLL CALL
- D. MEETING MINUTE APPROVAL
 - 1) Planning Commission Meeting & Public Hearing – 4-17-18
- E. QUASI-JUDICIAL PUBLIC HEARINGS
 - 1) Land Use File PA 18-02 Samaritan Health Partition. *The applicant is requesting approval to partition 4.73 acres into 2 industrial parcels of 2.67 acres and 1.48 acres. In addition, a 0.58 acre street dedication bisects the 2 proposed parcels.*
- F. ADJOURNMENT

Upcoming Meetings:

May 17, 2018 @ 6:00 p.m. – Second Budget Committee Meeting & Public Hearing

May 22, 2018 @ 4:00 p.m. – City Council Worksession



CITY OF MILLERSBURG PLANNING COMMISSION MEETING

Tuesday, April 17, 2018
6:00 p.m.

Minutes

A. CALL TO ORDER: Commission President Jimmy Kirkendall called the meeting to order at 6:00pm.

B. PLEDGE OF ALLEGIANCE

ROLL CALL:

Members Present: Anne Peltier, Steve Vogler, Scott Stimpson, Dennis Gunner, Connie Lepin, Jimmy Kirkendall, and Ed Perlenfein

Members Absent: John Sullivan and Ryan Penning

Staff Present: Jake Gabell, Deputy Recorder; and Matt Straite, City Planner

C. MEETING MINUTE APPROVAL

1) Planning Commission Meeting & Public Hearing, 3-20-18

i. Connie Lepin had a correction for the minutes regarding a double entry of an adjustment to lot #s. Correction was entered twice but should only show under SD 18-01, Westwood Estates.

Action: **Motion to Accept the Minutes as Amended made by Anne Peltier, seconded by Ed Perlenfein**

President Kirkendall: Aye

Commissioner Gunner: Aye

Commissioner Lepin: Aye

Commissioner Peltier: Aye

Commissioner Perlenfein: Aye

Commissioner Stimpson: Aye

Commissioner Vogler: Aye

Public Hearing opened by Commission President Kirkendall.

D. QUASI-JUDICIAL PUBLIC HEARINGS

1) Land Use File 18-01 Yutzie Partition. *The applicant is requesting approval to partition 5.31 acres into 2 residential lots of 0.38 acres and 4.93 acres.*

- i. City Planner, Matt Straite, presented a staff report for the Yutzie Partition.
 - 1. Mr. Straite made a correction to the staff report: there are no wetlands on the property, only a flood zone.
 - 2. Commissioner Lepin noted that in the staff report, all current structures on the property would be removed, and the applicant does not intend to remove any building.
- ii. Steve Yutzie, applicant, gave a presentation on his partition request. The applicant stated that he intends to sell the larger property and eventually place a manufactured home on the proposed smaller property.
- iii. Citizen Corbett Richards, 6218 Mesa Court, had several questions about the development of the property specifically around wetlands, the floodplain and building. Mr. Straite noted the applicant is not putting up a building and explained how the process works.
- iv. Citizen Don Miller, 2720 Millersburg Drive, a neighbor to the proposal, stated that he has no objections to the partition.

Public hearing on the application closed by the President.

Action: **Motion to Approve the Land Partition, as Amended to Exclude the Statement in the Staff Report that Applicant Intended to Remove All Buildings on the Property, made by Commissioner Perlenfein; seconded by Commissioner Peltier**

Discussion: Commissioner Lepin requested an amendment to the motion to exclude the statement in the staff report, which stated that the applicant intended to remove all the buildings on the property.

President Kirkendall: **Aye**
 Commissioner Gunner: **Aye**
 Commissioner Lepin: **Aye**
 Commissioner Peltier: **Aye**
 Commissioner Perlenfein: **Aye**
 Commissioner Stimpson: **Aye**
 Commissioner Vogler: **Aye**

E. Meeting adjourned at 6:26 pm.

Respectfully submitted:

Reviewed by:

Jake Gabell
 Deputy City Recorder

Kimberly Wollenburg
 City Recorder



File No: PA 18-02 Samaritan Health Land Partition

Proposal: The applicant is requesting approval to partition 4.73 acres into 2 industrial parcels of 2.67 and 1.48 acres. In addition a 0.58 acre street dedication bisects the two proposed parcels.

I. BACKGROUND

- A. Applicant: Samaritan Health Services; Tyler Jacobsen, General Counsel
3600 NW Samaritan Drive
Corvallis, OR 97330
- B. Location: 6512 NE Old Salem Road
10S 3W 16 Tax Lot 1400
- C. Review Type: Pursuant to the Millersburg Land Use Development Code (Code Section 2.320), the proposed partition requires a public hearing before the Planning Commission. The Planning Commission is scheduled to hear the application on May 15, 2018. Any appeal of the Planning Commission decision will be considered by the City Council.
- D. Public Notice and Hearing: Notice of the May 15, 2018 Planning Commission hearing was mailed to all property owners within 100 feet of the proposed location, transmitted to the Democratic Herald and posted at City Hall on April 6, 2018.
- E. Review Criteria: Article 2 §2.328 Subdivisions (and Partitions)
- F. Current Zoning: Limited Industrial (LI)
- G. Proposed Zoning: N/A
- H. Property Size: 4.73 Gross Acres
- I. Background: Based on aerial images, the property featured a single family home on the lower southwest portion of the property; however, the structure was removed in 2016. Staff is not aware of any other applications on the site.

The site is generally flat, with dense vegetation, wetlands, and FEMA floodplains. Power lines cross the property in a 125' wide BPA Easement.

This application is partially a result of a three-way Memorandum of Understanding (MOU) between the City, the County and the applicant to address needed right-of-way through the project site. See attached MOU and document order number 2017-117 (the MOU is included within the applicant's narrative).

II. AFFECTED AGENCY, PUBLIC NOTICE, AND PUBLIC COMMENTS

Agencies:

The applicant's materials were transmitted to the following agencies/departments on April 4, 2018: City of Albany, Albany Fire Department, Linn County Sheriff Office, City of Millersburg Engineer, Oregon Department of State Lands, PacificCorp, Linn County Planning and Building Department, Linn County GIS, Jefferson Fire, Northwest Natural Gas, United States Postal Service, and Republic Services. To date, the following comments have been received:

- Linn County Sheriff's Department had no comments
- Linn County GIS had no comments
- The City of Albany had no comments
- The Jefferson Fire Department had no comments
- PacificCorp had no comments
- City of Millersburg Engineer provided suggested conditions of approval

Public:

Notice of the May 15, 2018 hearing was mailed to all property owners within 100 feet of the property. To date, no written comments or phone calls have been received by staff.

III. CRITERION

CITY OF MILLERSBURG DEVELOPMENT CODE

Article 2

SECTION 2.328 TENTATIVE SUBDIVISION OR PARTITION DECISION CRITERIA

A Subdivision or Partition Tentative Plan shall be approved by the Planning Commission. Approval shall be based upon compliance with the submittal requirements specified above and the following findings:

- (1) That the proposed land division, development or use does not conflict with the City's Comprehensive Plan or Statewide Planning Goals.**

ANALYSIS: The Oregon State Goals that are applicable to this area are carried out through the Comprehensive Plan and zoning ordinance. The City uses a one map system, meaning the Comprehensive Land Use Designations are the same as the zoning designations. The designation for the property is Limited Industrial (LI). The proposed land partition supports the LI goals and policies. A more detailed review of the Comprehensive Plan is located later in this report.

FINDING: Based on the analysis above, the project meets the criterion.

- (2) That the proposed land division complies with the standards of the land use zone and does not conflict with city codes and ordinances that are applicable to the land division.**

ANALYSIS: The standards of the land use zone, and those found in Article 5 of the

Code are reviewed below. Standards are generally employed by the Commission as Site Plan Reviews are processed. The applicant is not proposing any development at this time, simply the lot split. Because the zoning standards generally apply to development (when actual buildings are proposed), most standards do not apply to proposed land partitions. The proposed partition meets the zoning standards. To help show that the proposed parcels can accommodate future development that can comply with the zoning standards, the applicant has provided a *conceptual* site plan. This conceptual plan shows that a typical development is possible on the parcels. It should also be noted that conditionally permitted uses in the LI Zone include all the uses permitted in the Community Commercial Zone. This is important because the buildings on the new parcels do not have to be large warehouses or factories; they could also be small commercial buildings and developments.

FINDING: Based on the analysis above, the project meets the criterion.

(3) That the proposed land division complies with the standards and requirements of ORS Chapter 92 and the recording requirements of the Linn County Surveyor.

ANALYSIS: ORS Chapter 92 regulates subdivisions in the State of Oregon. The State regulations require a City to draft its own laws and ordinances in order to have local authority to approve or act on subdivision applications. The City of Millersburg has adopted local laws, policies and procedures to regulate subdivisions to comply with Chapter 92. Other aspects of State Chapter 92 still apply; however, they generally pertain to circumstances that do not relate to the approvals of subdivisions by cities. Chapter 92 does not include any criteria specific to the approval of a subdivision. The proposed application is consistent with all provisions of Chapter 92.

FINDING: Based on the analysis above, the project meets the criterion.

(4) That any undeveloped portion of the proposed land division can be developed in accordance with City ordinances.

ANALYSIS: Minimum lot size for the Limited Industrial Zone is driven by the Site Plan review process (Section 4.132(4)(a)). As no Site Plan review is proposed at this time, the applicant has provided a conceptual site plan to show that the proposed new parcels can accommodate future developed according to the setbacks and other provisions of the code.¹

FINDING: Based on the analysis above, the project meets the criterion.

(5) That the proposed land division does not preclude development on adjoining properties.

ANALYSIS: The proposed partition is creating two parcels, both fronting on NE Old Salem Road. The design of the partition does not limit the ability of neighboring properties to access NE Old Salem Road, in fact, the applicant has already entered into an MOU with the County and the City to provide a new road that will help other sites access NE Old Salem Road. The proposal will increase access for other parcels.

¹ It should be noted that the northern portion of the property contains wetlands. The middle contains FEMA flood plains. These constraints may also limit future development.

FINDING: Based on the analysis above, the project meets the criterion.

- (6) That the proposed street plan is in conformance with City standards and provides the most economic, safe and efficient circulation of traffic in relation to the existing City street system and does not have an adverse impact on pedestrian, bicycle and vehicular safety.**

ANALYSIS: The streets for the development are regulated by Section 5.123. According to the City Transportation System Plan (TSP) NE Old Salem Road is designated as an Arterial. Section 5.123 explains that the ultimate ROW is designed in the TSP and in the code as a 60-foot two lane ROW. Old Salem is currently constructed to 60 foot ROW Arterial standards, as defined in the TSP including sidewalks. While an additional street right-of-way dedication is proposed, the construction of said street is not proposed or required at this time. Thus, no improvements of any kind are required for this application.

FINDING: Based on the analysis above, the project meets the criterion.

- (7) That water, wastewater disposal and utilities are available and have the capacity to serve the proposed development or use in compliance with the Albany Construction Standards adopted the City of Millersburg.**

ANALYSIS: All utilities are located within NE Old Salem Road. Actual capacity will be determined at the development stage because this is within an industrial zone.

FINDING: Based on the analysis above, the project meets the criterion.

- (8) That the proposed utilities do not preclude extension beyond the proposed land division to accommodate future growth.**

ANALYSIS: This land division does not block or impede the future extension to the east of the existing public sanitary sewer and existing public water, which are both located on the south-east side of SW Old Salem Road. Further, the additional street right-of-way dedication proposed with this division will allow extension of the existing utilities to the northwest to serve the Morningstar Road area.

FINDING: Based on the analysis above, the project meets the criterion.

- (9) That the land division will not cause adverse impacts to existing or proposed drainageways including flow disruptions, flooding, contamination or erosion and that required drainage facilities are provided that have the capacity to support the proposed development or use.**

ANALYSIS: There is a FEMA floodway going through the site (as shown on the applicant's exhibit). This drainage is within a 25 foot drainage easement and additional setbacks are required through the City Code (see Section 5.118(2)). The identification on the map and the setback requirements of the Code help assure that that the existing drainage ways will remain undisturbed.

FINDING: Based on the analysis above, the project meets the criterion.

- (10) That the land division will not cause adverse impacts, potential hazards or nuisance**

characteristics as identified in Section 2.140, Item 21 of the Application Site Plan and complies with the applicable standards of all regulatory agencies having jurisdiction.

ANALYSIS: The characteristics identified in Section 2.140 include hazards and nuisances produced by the project specifically identifying noise, water quality, vibration, smoke, odor, fumes, dust, heat, glare, and electromagnetic interference. Because this is an industrial partition, no actual development is proposed at this time.

FINDING: Based on the analysis above, the criterion does not apply.

(11) That the land division will not cause adverse impacts to special site features identified in Section 2.140, Item 15 of the Application Site Plan.

ANALYSIS: The site features wetlands as identified in the Linn County GIS system. As such, the project was transmitted to the Oregon Department of State Lands (DSL) for review. The applicant's exhibits do not show any wetlands. A condition of approval has been added to require the applicant to add wetlands to the Final Plat unless a wetland delineation, approved by the DSL can be provided explaining there are no wetlands on the property.

The site also features FEMA floodplains. As such, the provisions of Code Section 7.100 apply. The Flood areas are shown on the map.

FINDING: Based on the analysis above, with the proposed conditions of approval, the project meets the criterion.

PROPOSED CONDITION OF APPROVAL: The final plat shall show all wetlands unless a wetland determination, approved by the Oregon Department of State Lands, shows no wetlands are on site.

IV. STANDARDS

The proposed subdivision design complies with all the specifications and design requirements of Chapter 4, specifically the LI zone, and Chapter 5, Development Standards, with the following exceptions:

SECTION 5.119 WETLANDS & RIPARIAN AREAS

The City of Millersburg does not have a Local Wetlands Inventory (LWI). The City requires all applicants to identify riparian areas, wetlands and floodplains on the Application. All applications are required to comply with State Law and with the standards required by this Code. Refer to Sections 7.100, 7.200 and 7.300 for additional Special Area Standards.

ANALYSIS: The Project site features wetlands based on the GIS system for Linn County. Pursuant to code requirements, the project was submitted to DSL for review. DSL did not provide any comments. No actual development (structures) or street/utility construction is proposed or required with this application. Therefore, there will be no impacts to the wetlands resulting from this application. Future development of the proposed parcels will be required to comply with all wetlands requirements. A condition has been added requiring all wetlands to be shown on the final plat.

FINDING: Based on the analysis above, with the proposed condition of approval below, the project meets the standard.

SECTION 5.127 WATER

(1) When Municipal Water is Available. All new development including a single-family residence must extend and connect to the municipal water system. Fire hydrants, mains, and related appurtenances shall be installed by the developer as required by the City and Fire District.

SECTION 5.128 SANITARY SEWERS

(1) When Municipal Sewer is Available. All new development including a single family residence must extend and connect to the municipal sewer system.

ANALYSIS: The map is not required to show proposed water or sewer connections because no development is proposed and utilities are available at both proposed parcels frontage on Old Salem Road.

FINDING: Based on the analysis above, the project meets the standard.

V. CITY OF MILLERSBURG COMPREHENSIVE PLAN

The City of Millersburg Comprehensive Plan implements the 19 State Goals. Based on staff review, the project is consistent with all goals and policies of the Comprehensive Plan. The following are *relevant and pertinent* policies from the Comprehensive Plan.

Section 9.590 Land Use Goals and Policies

Industrial Land Use 1. The land districts shall be reserved for industrial development although interim farm use is an allowed permitted use until development occurs.

Industrial Land Use 6. Industrial proposals shall provide sufficient parcel size for building setbacks, expansion, off-street parking and loading, natural buffers and landscaping, and controlled access locations.

ANALYSIS: The proposed project is a land partition, and is not proposing any actual development at this time. The smaller proposed lots will still remain viable for smaller light industrial developments in the future; therefore, the proposal will not impact this Comprehensive Plan Policy as the site will still remain viable for light industrial uses. The applicant provided a sample diagram showing that a typical development project *could* fit within the limits while respecting setbacks.

FINDING: Based on the analysis above, the project meets the policy.

Industrial Land Use 12. Industrially zoned sites should remain at their present parcel size until a specific development plan is approved.

Industrial Land Use 14. Potential industrial sites should remain at their present parcel size until a specific development plan is approved.

ANALYSIS: The applicant has entered into an agreement with the City and the County to dedicate the road through the middle of the parcel. While the land partition is acting as a vehicle to dedicate the road, it could be dedicated without the partition. However, it is important to point out that the dedication will essentially split the property with or without the proposed land partition. The intent of the policy is simple- to assure that industrial development parcels stay large enough to be viable for industrial uses, which typically require larger properties. In order to help show the industrial viability of the smaller proposed parcels, the applicant has included a typical conceptual development plan. This plan is not binding, nor does this partition approve this conceptual development in any way. It does, however, show that the smaller sites could still support industrial development while meeting all required standards.

FINDING: Based on the analysis above, the project meets the intent of the policies.

VI. RECOMMENDATION

Based on the above findings of fact, and the conditions of approval, the proposed project satisfies the applicable criteria and staff recommends the Planning Commission approve Partition Application No. SD 18-02, the Samaritan Health Land Partition pursuant to the conditions of approval listed below.

VII. ALTERNATIVE RECOMMENDATION

Should the Planning Commission not elect to approve the proposed development, they could continue the item for further discussion or deny the application citing the specific criteria not satisfied by the application.

VIII. CONDITIONS OF APPROVAL

General Conditions

1. The Final Partition Plat and any future development and/or construction on the site shall conform substantially to the tentative partition plat submitted by Cole Surveying, LLC dated February 19, 2018, except as modified in the conditions below.
2. Copies of any required federal or state permits that may be required shall be filed in the Record File of this application.
3. Submit the final plat for review to the Planning Department.
4. This approval does not negate the need to obtain permits, as appropriate from other local, state, or federal agencies, even if not specifically required by this decision.

Prior to Approval of the Final Plat

5. The final plat shall show all wetlands unless a wetland determination, approved by the Oregon Department of State lands, shows no wetlands are on site.

6. Prior to approval of the final plat the applicant must provide documentation to the City from Department of State Lands (DSL) that the enforcement action on violation case no. ENF-8014 is closed, and also provide documentation from the Army Corps Of Engineers (ACOE) that the ACOE concurs.
 7. The Final Plat shall include any required access or utility easements.
-

IX. NOTICES TO THE APPLICANT

The Applicant should also be aware of the following standards and processes are required for future development of the site. These are not part of the decision on this land use case and are provided as a courtesy to the applicant. Please contact Millersburg City Hall with any questions.

1. **This approval is valid for a period of two (2) years from the date of the decision notice.** Extensions may be granted by the City as afforded by the Millersburg Development Code.
2. The submittal by the applicant for final plat review and approval shall include but not be limited to the following: a final plat application; final plat review fee; narrative identifying how the required conditions of approval have or will be met; three copies of the final plat; and any other materials required to demonstrate compliance with the conditions of approval.
3. Proposed Parcels 1 and 2 must connect to city water and sewer when facilities are placed on the parcels. City water and sewer are available in Old Salem Road. Applicant shall be responsible for all costs associated with making utility connections.
4. At the time the property is developed (site plan review) public infrastructure, including roads, water, sewer, and storm drainage, must be submitted for review and approval by the City of Millersburg through a Private Construction of Public Infrastructure permit. All work within the public right-of-way shall be designed by a licensed engineer and performed by a licensed contractor in conformance with the Albany Standard Construction Specifications as adopted by the City of Millersburg.
5. Wetlands and FEMA floodplain are present on the site. Work within wetlands and floodplain is subject to the requirements of the Authority Having Jurisdiction (AHJ).
6. A right-of-way permit is required for any work in the public right-of-way, including utility connections, sidewalks, and driveways. All pavement patching work shall conform to the City of Millersburg Trench Backfill and Pavement Patching Standards. All work within the public right-of-way shall be performed by a licensed contractor and conform to the Albany Standard Construction Specifications, except as modified by the City of Millersburg Pavement Patching Standards.
7. Driveways shall conform to Section 5.120 of the Millersburg Development Code, with individual driveway slopes not exceeding a grade of 14%.

8. A demolition permit shall be obtained from the City prior to demolishing or moving any structures.
9. Decks, fences, sheds, building additions, and other site improvements shall not be located within any easement unless otherwise authorized in writing by the City Engineer.
10. All agreements required as conditions of this approval must be signed and recorded.
11. Compliance with the Conditions of Approval is the responsibility of the developer or its successor in interest.
12. The developer is responsible for all costs associated with any remaining public facility improvements and shall assure the construction of all public streets and utilities within and adjacent to the tentative map as required by these conditions of approval, to the plans, standards, and specifications of the City of Millersburg.
13. The continual operation of the property shall comply with the applicable requirements of the Millersburg Development Code.
14. Retaining walls within public easements or the public right-of-way shall require engineering approval. Retaining walls with a height of 4 feet or higher located on private property will require a permit from the building department.
15. Any existing wells, septic systems, and underground storage tanks shall be abandoned in accordance with Oregon state law, inspected by Linn County and provide verification for the file.
16. The final plat shall show the City Manager as the City's approving authority within the signature block of the final plat and all Private access easements, utility easements, and/or special use easements as required for the development of the site. A plat note shall reference an easement and maintenance agreement or similar document, to be recorded with the plat, for the joint maintenance of any common private utility lines, common driveway improvements, or other common amenity or perimeter fencing. The language of such plat note and associated document shall be reviewed and approved by the City Planner.
17. All future required public improvement plans shall be approved by the City prior to beginning construction. All utilities shall remain uncovered until inspected and approved by the City.
18. Prior to issuance of building permits, an electronic version of the final plat must be submitted to the City Planner.
19. Dust shall be controlled within the development during construction and shall not be permitted to drift onto adjacent properties.
20. Noise shall be kept at the minimum level possible during construction. The developer shall agree to aggressively ensure that all vehicles working in the development shall have adequate and fully functioning sound suppression devices installed and maintained at all times.

21. All construction sites shall be maintained in a clean and sanitary condition at all times. Construction debris, including food and drink waste, shall be restricted from leaving the construction site through proper disposal containers or construction fencing enclosures. All construction equipment and materials shall not be stored in public right-of-way. Failure to comply with this condition may result in a "Stop Work" order until deficiencies have been corrected to the satisfaction of the City.
22. Pursuant to Resolution 2008-10, park land dedication is required. The City has determined that for this project, in-lieu fees are more appropriate. All in-lieu fees will be collected with the system development charges.

X. EXHIBITS

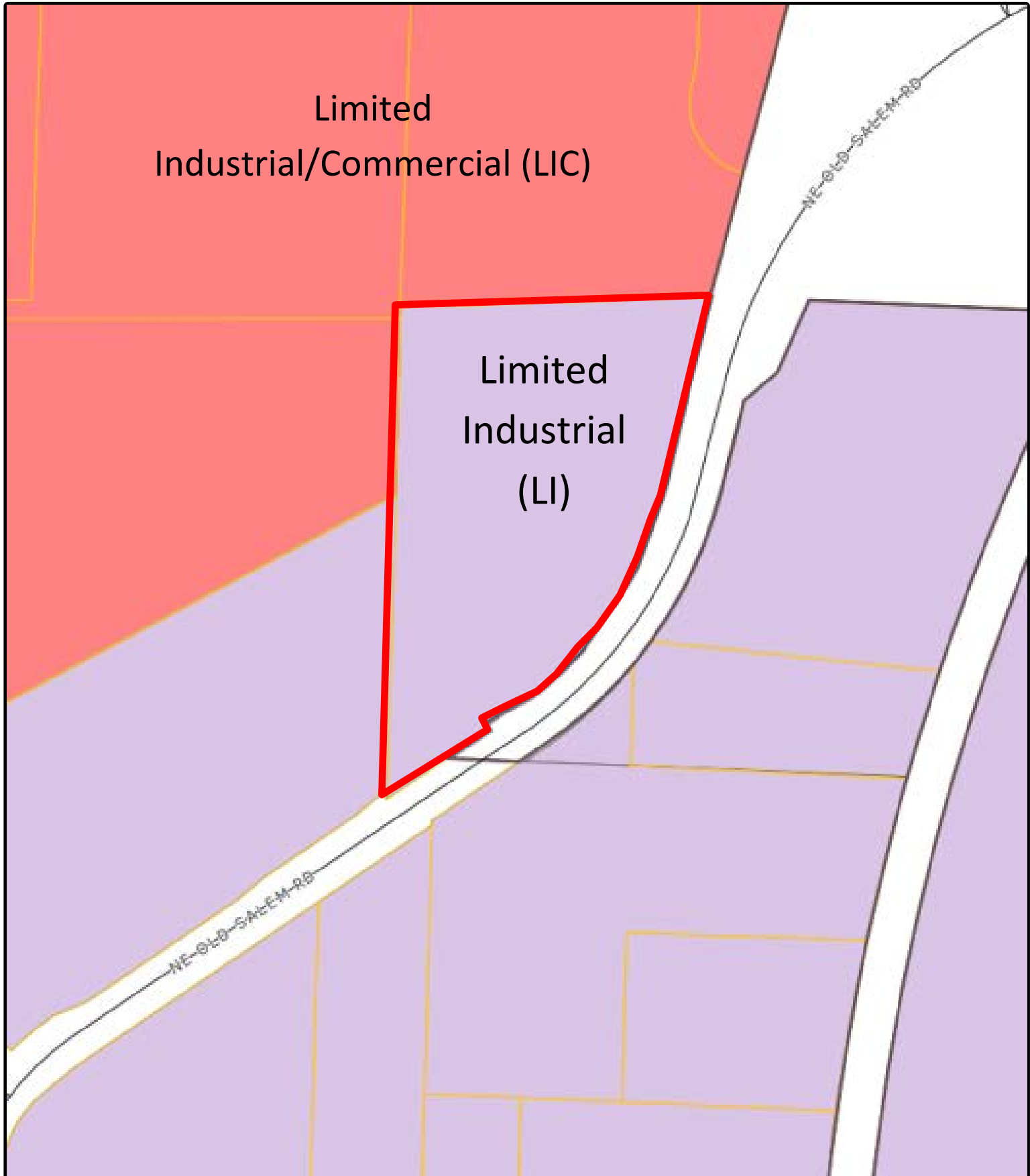
- A. Vicinity Map
- B. Zoning Map
- C. Applicant's Site Plan/Map
- D. Applicant's Narrative
- E. Albany Fire Letter dated 4/12/18
- F. City of Albany 4/5/18
- G. Jefferson Fire 4-17-18
- H. Linn County GIS 4/6/18
- I. Linn County Sheriff 4/5/18
- J. Pacific Corp 4/4/18

Vicinity Map PA 18-02



This product is for informational purposes only and may not have been prepared for, or be suitable for legal, engineering, or surveying purposes. Users of this information should review or consult the primary data and information sources to ascertain usability of the information.

Zoning Map PA 18-02



This product is for informational purposes only and may not have been prepared for, or be suitable for legal, engineering, or surveying purposes. Users of this information should review or consult the primary data and information sources to ascertain usability of the information.

TENTATIVE PLAT

A PARTITION PLAT OF THAT PROPERTY DESCRIBED IN LINN COUNTY DEED RECORD 2017-01883, LOCATED IN THE JOHN MEEKER D.L.C. No. 60 IN THE SOUTHEAST 1/4 OF SECTION 16 OF TOWNSHIP 10 SOUTH, RANGE 3 WEST OF THE WILLAMETTE MERIDIAN, CITY OF MILLERSBURG, LINN COUNTY, OREGON

FOR: THE HEADRICK PROPERTIES, LLC.

DATE: FEBRUARY 19, 2018

LEGEND

- SET 5/8" x 30" IRON ROD WITH YELLOW PLASTIC CAP MARKED "COLE SURV LS 61341"
- FOUND 5/8" IR W/ YPC MARKED "K&D ENGR LS 1630", PER C.S. 22943, UNLESS OTHERWISE NOTED
- FOUND 5/8" IR W/ YPC MARKED "LINN CO SURVEYOR", PER C.S. 22640
- ⊗ FOUND 5/8" IR W/ YPC MARKED "LINN CO SURVEYOR", PER C.S. 23113
- IR IRON ROD
- △ CALCULATED POSITION
- LCDR LINN COUNTY DEED RECORD
- FD FOUND
- R/W RIGHT OF WAY
- C.S. LINN COUNTY SURVEY
- < > CALCULATED DATA
- [] RECORD INFORMATION AS PER C.S. 22640
- { } RECORD INFORMATION AS PER C.S. 23113
- () RECORD INFORMATION AS PER C.S. 24609, UNLESS OTHERWISE NOTED
- ① C.S. 21059
- ② C.S. 17737
- ③ C.S. 14615
- ④ C.S. 24609
- ⑤ LCDR BOOK 343, PAGE 130
- ⑥ LCDR VOL 373, PAGE 263

FD 3-1/4" ALUMINUM CAP IN MONUMENT BOX AT NE CORNER OF DLC No. 59 PER REMON BOOK 7, PAGE 64. POINT IS ALSO GPS STATION 93009

SCALE 1"=150'

I, BRIAN SCOTT SAILOR, HEREBY CERTIFY THAT THIS IS AN EXACT COPY OF THE ORIGINAL PARTITION PLAT.

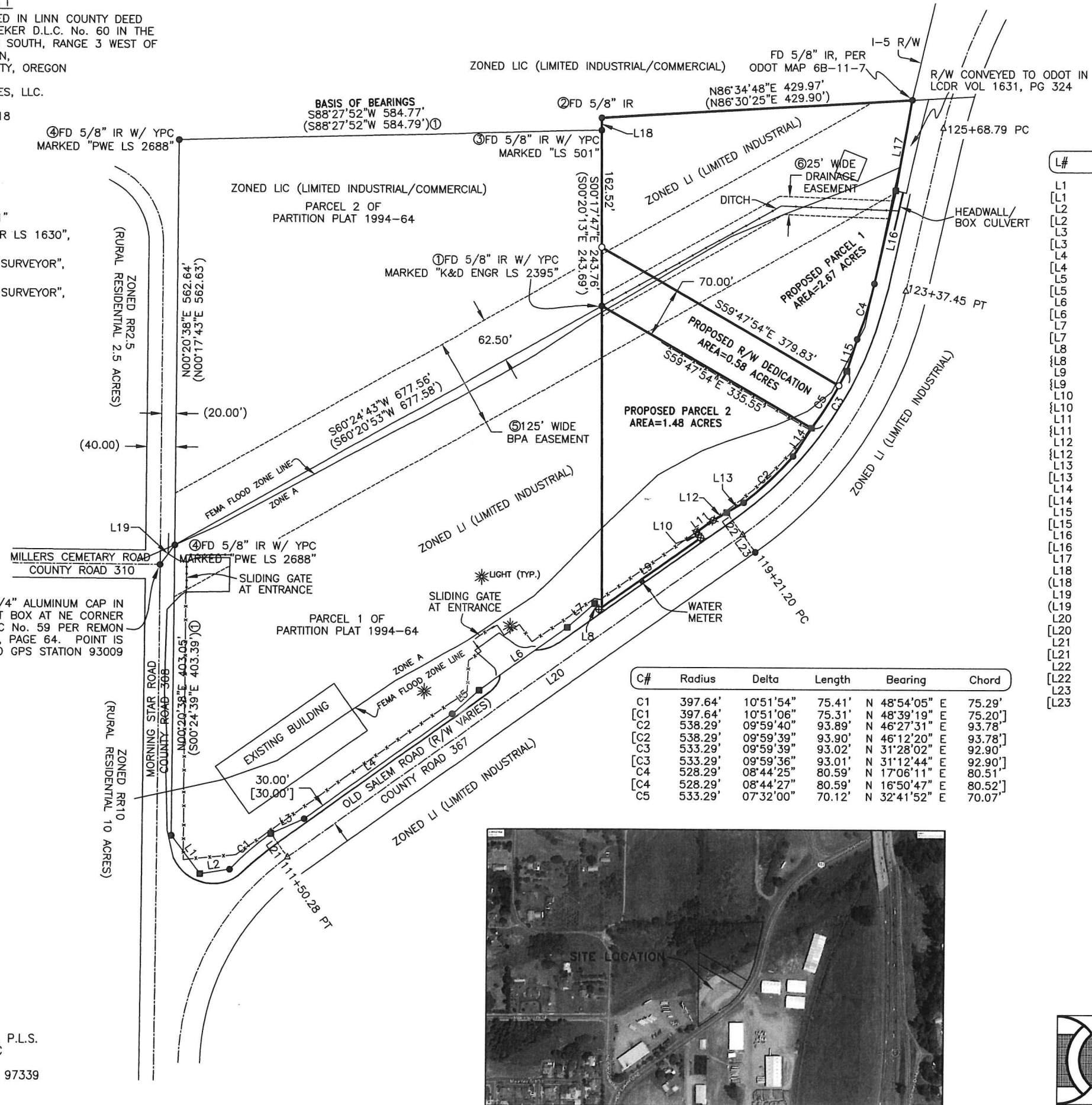
REGISTERED PROFESSIONAL LAND SURVEYOR

OREGON
JANUARY 11, 2005
BRIAN SCOTT SAILOR
61341

EXPIRES 6/30/18

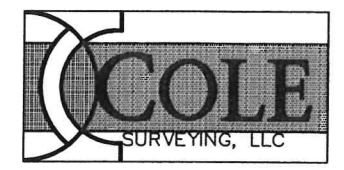
BRIAN SCOTT SAILOR, P.L.S.
COLE SURVEYING, LLC
P.O. BOX 1211
CORVALLIS, OREGON 97339
(541) 257-1019

17867TENTPART



L#	Bearing	Length
L1	S 37°04'43" W	66.19'
[L1	N 37°17'59" E	66.16'
L2	S 81°11'50" W	41.20'
[L2	S 80°59'51" W	41.29'
L3	N 65°42'59" E	50.67'
[L3	N 65°27'29" E	50.71'
L4	N 54°20'03" E	250.05'
[L4	N 54°04'52" E	250.00'
L5	N 48°37'25" E	50.25'
[L5	N 48°22'17" E	50.25'
L6	N 54°20'03" E	150.00'
[L6	N 54°04'52" E	150.00'
L7	N 48°37'25" E	50.25'
[L7	N 48°22'25" E	50.25'
L8	S 35°39'57" E	10.00'
{L8	S 35°53'03" E	10.00'
L9	N 54°20'03" E	172.00'
{L9	N 54°04'58" E	172.00'
L10	N 35°39'57" W	10.00'
{L10	N 35°55'50" W	10.00'
L11	N 54°20'03" E	28.00'
{L11	N 54°04'46" E	28.01'
L12	N 59°27'13" E	21.28'
{L12	N 59°11'36" E	21.28'
L13	N 59°27'13" E	27.14'
[L13	N 59°12'36" E	27.13'
L14	N 32°51'34" E	46.98'
[L14	N 32°36'28" E	46.99'
L15	N 17°48'40" E	46.55'
[L15	N 17°34'01" E	46.55'
L16	N 12°43'58" E	132.55'
[L16	N 12°28'48" E	132.54'
L17	N 10°04'30" E	127.44'
L18	N 00°03'23" W	17.07'
[L18	N 00°20'13" W	17.04'
L19	N 36°29'43" E	33.90'
[L19	N 36°24'20" E	33.94'
L20	N 54°20'03" E	770.92'
[L20	N 54°04'52" E	770.92'
L21	N 35°39'58" W	40.00'
[L21	N 35°55'08" W	40.00'
L22	N 35°39'58" W	38.10'
[L22	N 35°55'10" W	38.10'
L23	N 35°39'58" W	30.00'
[L23	N 35°55'50" W	29.99'

C#	Radius	Delta	Length	Bearing	Chord
C1	397.64'	10°51'54"	75.41'	N 48°54'05" E	75.29'
[C1	397.64'	10°51'06"	75.31'	N 48°39'19" E	75.20'
C2	538.29'	09°59'40"	93.89'	N 46°27'31" E	93.78'
[C2	538.29'	09°59'39"	93.90'	N 46°12'20" E	93.78'
C3	533.29'	09°59'39"	93.02'	N 31°28'02" E	92.90'
[C3	533.29'	09°59'36"	93.01'	N 31°12'44" E	92.90'
C4	528.29'	08°44'25"	80.59'	N 17°06'11" E	80.51'
[C4	528.29'	08°44'27"	80.59'	N 16°50'47" E	80.52'
C5	533.29'	07°32'00"	70.12'	N 32°41'52" E	70.07'





PHONE (541) 928-4523
FAX (541) 928-8945

Land Use Application Form

cityofmillersburg.org

Check the Type of Land Use Requested:

- | | |
|---|--|
| <input type="checkbox"/> (PA) Pre Application | <input type="checkbox"/> (VR) Variance (list standards can be varied in description) |
| <input type="checkbox"/> (SP) Site Plan Review | <input type="checkbox"/> (CP) Comprehensive Plan Amendment |
| <input type="checkbox"/> (CUP) Conditional Uses | <input type="checkbox"/> (ZC) Zone Change |
| <input type="checkbox"/> (PL) Property Line Adjustment | <input type="checkbox"/> (AN) Annexations |
| <input type="checkbox"/> (SD) Subdivisions (4 or more lots) | <input type="checkbox"/> (VA) Vacations |
| <input checked="" type="checkbox"/> (PA) Partition (3 or less lots) | |

THIS FORM MUST BE FILLED OUT COMPLETELY

I. Property Owner/Applicant Information

- A. Applicant(s) Samaritan Health Services, Inc.; Tyler Jacobsen, General Counsel
 Email Address tjacobsen@samhealth.org
 Mailing Address 3600 NW Samaritan Drive, Corvallis, Oregon 97330
 Phone number 541.768.4478
- B. Owner(s) The Headrick Properties, LLC; Donald R. Headrick, Member
 Email Address _____
 Mailing Address PO Box 572, Albany, Oregon 97321
 Phone number _____

II. Property Information

- A. Legal description of property: Township 10S Range 03W Section 16
 Tax Lot 1400
- B. Additional Properties:
 Township _____ Range _____ Section _____ Tax Lot _____
 Township _____ Range _____ Section _____ Tax Lot _____
- C. Site Address (if any) 6512 NE Old Salem Road
Albany, Oregon 97321

D. Zoning designation Limited Industrial Comp Plan designation _____

III. **Authorizing Owner/Applicant Certifications**

I hereby certify that the statements, attachments, exhibits, plot plan and other information submitted as a part of this application are true and any approval granted based on this information may be revoked if it is found that such statements are false. By submitting this form the Owner, or Owner's authorized agent/ representative, acknowledges and agrees that City of Millersburg employees, and appointed or elected City Officials, have authority to enter the project site at all reasonable times for the purpose of inspecting project site conditions and gathering information related specifically to the project site. I further acknowledge that I have read the applicable standards for review of the land use action I am requesting and understand that I must demonstrate to the City review authorities compliance with these standards prior to approval of my request.

Owner/applicant signature _____ Date _____
Owner/applicant signature _____ Date 3-15-19

IV. **The following materials must be submitted with your application or it will not be accepted at the counter.** Once taken at the counter, the City has up to 30 days to review the materials submitted to determine if we have everything we need to complete the review.

- A **narrative** explaining how the application meets all required criteria shown in City land use Development Code, Article 2 (<http://cityofmillersburg.org/millersburg-land-use-development-code/>)
- At least 3 folded sets of the project **Site plan**. The site plan must be drawn to scale and show existing and proposed locations of buildings, access, parking, loading, landscaping, screening, fencing, drainage, water supply, sewage disposal, public utilities, unique site features (creeks and wetlands) and exterior lighting.¹
- A copy of the **deed** for the subject property.
- N/A A copy of any **easement** granting access to the subject property, if the property does not have frontage on a public road. Property fronts Old Salem Road.
- If the applicant for this request is not the property owner, then **authorization** from the owner must be submitted with the application.
- N/A A copy of all permits, licenses, and **authorizations** from other government agencies pertaining to the proposed use, including highway access, water and sewer connections, state or federal discharge permits. No on site development is proposed.
- Land Use Application **Checklist** (separate form)
- Digital versions** of all Site Plans, other plans and/or studies.

¹ Additional copies of all exhibits may be required if the application is deemed complete.
City of Millersburg Land Use Application
Draft: February 2018

D. Zoning designation Limited Industrial Comp Plan designation _____

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Owner/applicant signature _____

Date 3-20-18

Owner/applicant signature _____

Date 3-20-18

IV. **The following materials must be submitted with your application or it will not be accepted at the counter.** Once taken at the counter, the City has up to 30 days to review the materials submitted to determine if we have everything we need to complete the review.

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City of Millersburg Land Use Application
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- Land Use Application **Checklist** (separate form)
- Digital versions** of all Site Plans, other plans and/or studies.

¹ Additional copies of all exhibits may be required if the application is deemed complete.



Application **Fee**. The total fee shall be the sum of all individual procedural fees unless adjusted by the City Manager.

V. Proposed Use of Property

- A. Describe in detail the proposed use and your development plans for the property. Include a description of the number and type of buildings and their intended use, roadways, driveways, parking lots, signs, landscaping, drainage plans and outdoor lighting.

This is a land division, including the dedication of public street right-of-way, which is made to partially fulfill the agreement between the City of Millersburg, Linn County, and Samaritan Health Services, Inc., as documented in the attached Memorandum of Understanding (MOU). No development of the land which is not dedicated for public street is anticipated as part of this application.

- B. Please describe the general operating characteristics of the proposed use and the hours of operation.

There is no development of the land which is not dedicated for public street right-of-way proposed with this land division

- C. Will any other permits from local or state agencies be required? If yes, please list permits needed and if they have been secured.

With future development wetland fill permits from the Division of State Lands and the Army Corps of engineers will be required.

- D. How much land area will be used for the proposed activity? Will the proposed use generate wastewater and if so, how will it be disposed?

There is no development of the land which is not dedicated for public street right-of-way proposed with this land division. Thus, there is no wastewater generation proposed.

- E. Will the proposed use require a water supply? If so, how much will be needed and how will it be supplied?

There is no development of the land which is not dedicated for public street right-of-way proposed with this land division. There are no new uses proposed for the property, thus there is no need for any new improvements associated with the supply of water.

- F. Please describe the types of vehicles, machines and/or tools to be used. Please estimate the amount of vehicle trips per day that will be generated by the proposed use.

There is no development of the land which is not dedicated for public street right-of-way proposed with this land division. There are no new uses proposed for the property, thus there are no new vehicle trips generated.

- G. What are the proposed hours and days of operation? Will any products be offered for sale on the property? If products are sold, what will be sold?

There is no development of the land which is not dedicated for public street right-of-way proposed with this land division. There are no new uses proposed for the property, thus there are no products proposed to be offered for sale.

- H. How many people will be employed including the applicant? Please indicate whether the employees will be full or part-time. Will anyone live on the property? If so, who?

There is no development of the land which is not dedicated for public street right-of-way proposed with this land division. There are no new uses proposed for the property, thus no employees.

- I. Does the property front a county road or public road? Which one? Is there an existing driveway and how is it improved (gravel, asphalt, concrete)?

The property fronts Old Salem Road (County Road 367) which is under the jurisdiction of Linn County for the majority of the property frontage. A small portion of the Old Salem Road frontage (approximately 127') at the northeast corner is under ODOT jurisdiction. Old Salem Road is fully improved to Linn County standards.

- J. How is the property now used? Are there any unique features on the property such as a creek, steep topography, or wetlands?

The property is presently vacant. Beyond the wetlands discussed above, this property contains no other significant natural features or natural hazards.



City of Millersburg Planning Application Checklist

The following information is required pursuant to City Code Section 2.130(5) for all planning applications (additional information may be required during review):

- Copies of all Pre-application information provided by the City.
- A Site Plan/map showing:
 - Total gross and net land areas of the site ("net is minus the square footage of any land proposed for dedication to the public, not including easements)
 - North Arrow
 - Neighboring Zoning
 - Date
 - Scale
 - Vicinity Map
 - Dimensions
 - All existing ~~and proposed~~ structures (mark any structures to be removed)
 - Existing ~~and proposed~~ walls and fences (heights, materials)
 - N/A** Parking and number of spaces
 - N/A** Access (pedestrian, loading, egress, ingress)
 - N/A** Proposed surface materials
 - N/A** Clear vision areas
 - N/A** Existing and proposed lighting (type, height)
 - Existing and proposed streets ~~(with full street sections)~~ **Right of way only**
 - N/A** Topographic Features including vegetation
 - Water systems, drainage, storm water, sewer and utilities
 - N/A** Watercourses, floodplains, and wetlands, including Willamette Greenway and the top of the bank if applicable
 - N/A** Proposed Phases (if any)
- Elevation Drawings (if any):
 - N/A** Fully dimensioned drawings of each building elevation, including dumpster shelters.
 - N/A** Materials and colors proposed for each structure (material samples are not needed)
 - N/A** Floor Plans MAY be required if detailed interior spaces are needed to compute parking standards.
- N/A** Conceptual Landscape Drawings.
 - A Narrative Explaining:
 - The supplemental information below
 - Applicant and landowner information
 - Any previous uses on the site



City of Millersburg Planning Application Checklist

- Detailed explanations on how the project meets all required findings from **Article 2** of the City Code. This section details different findings required for each type of application.
- Detailed explanations of how the proposed project meets the criteria of the Zone in **Article 4**. Only detail the requirements of the zone (or proposed zone) for the project site.
- N/A** Detailed explanations of how the proposed project meets all the required standards from **Article 5**. There are several standards in this section. Not all apply to every project; however, any that *could* apply should be included in the narrative.
- N/A** Additionally some projects may be required to include detailed explanations regarding conformance with **Article 7**, these include projects in wetlands, floodways and other site specific requirements.
 - A brief explanation of how the project is consistent with the Comprehensive Plan of the City of Millersburg. Usually if the project complies with all of the zoning and code requirements, the project is also consistent with the Comprehensive Plan, however the Plan may have specific requirements regarding the proposal that may need to be discussed.
 - **NOTE:** State Law explains that it is the applicant's responsibility to provide detailed explanations of how the project meets the requirements and criteria of the City Code and Comprehensive Plan.
- Supplemental Information:
 - N/A** Please provide parking calculations pursuant to City Code Section 5.120
 - N/A** Please indicate if a proposed business plans to:
 - store any hazardous materials
 - use hazardous materials
 - generate hazardous materials or hazardous waste
 - N/A** Please indicate if any existing business is currently reporting hazardous substances to the State Fire Marshals Office.
- Other permits, applications, plans, or reports that MAY be required:
 - N/A** Traffic Study- See Code Section 5.122(7)
 - N/A** Staff may request any of the following should they be needed to properly review the site/project:
 - Hydrology Study
 - Geotechnical Study
 - Mitigation plan
 - Illumination Plan

Note: Certain checklist items are marked not applicable (N/A) as no development or ground disturbing activities are proposed with this application.

NARRATIVE

Application premises

This is a partition request for Tax 1400 Map 10S03W16 located in the City of Millersburg. The site address is 6512 NE Old Salem Road, Albany, Oregon 97321.

This application is made in partial fulfillment of the agreement between the City of Millersburg, Linn County, and Samaritan Health Services, Inc. as documented in the attached Memorandum of Understanding (MOU) executed May 2107 pursuant to Linn County resolution and Order No. 2017-117.

This Land Division request does not include nor anticipate and development of the remainder properties. The partition includes street right-of-way dedication upon which Public Infrastructure Improvements will be constructed in the future as anticipated in the MOU.

The property is presently vacant, but in the past included one (1) single family residence.

Article 2, Section 2.328 Decision Criteria Findings

- (1) That the proposed land division, development or use does not conflict with the City's Comprehensive Plan or Statewide Planning Goals.

Finding: The land division complies with the Comprehensive Plan in that no comprehensive plan amendments or zoning district changes are contemplated, and the applicable provisions of the Land Use Development Code (Code) are met as documented by the findings below.

- (2) That the proposed land division complies with the standards of the land use zone and does not conflict with the city codes and ordinances that are applicable to the land division.

Finding: The applicable zoning standards for the Limited Industrial (LI) Zone anticipate flexibility by requiring a discretionary review by the Planning Commission with respect to minimum lot depth and width. The Planning Commission will find that the applicant's conceptual development scenario for this application shows that future development of the resultant lots is feasible and could comply with the LI Zone Development Standards in the future when an actual development application is made.

- (3) That the proposed land division complies with the standards and requirements of ORS Chapter 92 and the recording requirements of the Linn County Surveyor.

Finding: A final plat prepared by an Oregon licensed professional survey; reviewed by the City and Linn County staff; and, filed in the Linn County Surveyors office in accordance with Code Section 2.330 shall be in accordance with ORS Chapter 92.

- (4) That any undeveloped portion of the proposed land division can be developed in accordance with City ordinances.

Finding: The conceptual development scenario submitted by the applicant documents one possible development scenario which meets the Limited Industrial Zoning Standards of Code Section 4.132 and the Development Standards of Code Article 5, thus the undeveloped portions of the property can be developed in the future in accordance with City ordinances.

- (5) That the proposed land division does not preclude development on adjoining properties.

Finding: The proposed land division does not block nor decrease the existing frontage access to public right-of-way of any of the adjoining parcels. This land division actually facilitates that access for adjoining parcels, specifically for Tax Lot 01300 by providing for new public street access to Old Salem Road in right-of-way which meets current city Code width standards.

- (6) That the proposed street plan is in conformance with City standards and provides the most economic, safe and efficient circulation of traffic in relation to the existing City street system and does not have an adverse impact on pedestrian, bicycle and vehicular safety.

Finding: The Land Division along with the dedication of new public street right-of-way is one step in providing City standard street connectivity to Old Salem Road. With this street connectivity and its future construction to City Standards come sidewalks, planter strips, and street widths established by the code to facilitate pedestrian, bicycle, and vehicle safety. At present the majority of the right-of-way for the north-south leg of the existing Morningstar Road from Old Salem Road to the NW corner of Tax Lot 1300 is restricted to 40' in width and as such does not accommodate sidewalks for pedestrians along with sufficient pavement width for bicycles and vehicles to interact safely.

- (7) That water, wastewater disposal and utilities are available and have the capacity to serve the proposed development or use in compliance with the Albany Construction Standards adopted the City of Millersburg.

Finding: As shown on the conceptual development scenario the parcels created by the land division have frontage access to existing public sanitary sewer and existing public water which are both located on the southerly side of Old Salem Road.

- (8) That the proposed utilities do not preclude extension beyond the proposed land division to accommodate future growth.

Finding: This land division does not block or impede the future extension to the east of the existing public sanitary sewer and existing public water, which are located on the southerly side of Old Salem Road. Further, the public street right-of-way to be dedicated with this land division facilitates the potential future extension of public utilities to the northwest to serve the Morningstar Road area.

- (9) That the land division will not cause adverse impacts to existing or proposed drainageways including flow disruptions, flooding, contamination or erosion and that required drainage facilities are provided that have the capacity to support the proposed development or use.

Finding: The existing surface drainageway through the property is protected by an existing 25' drainage easement and is further protected by the setback provisions of Code Section 5.118 (2), and Code Section 5.126. The Development Standards of Code Article 5 and Code Section 7.100 assure that future development will maintain historic flows through the drainageway, control flooding, and minimize any contamination or erosion.

- (10) That the land division will not cause adverse impacts, potential hazards or nuisance characteristics as identified in **Section 2.140, Item 21** of the Application Site Plan and complies with the applicable standards of all regulatory agencies having jurisdiction.

Finding: As there is no development associated with this land division, there are no uses proposed which would cause any adverse impacts. Future development and uses will be subject to all the provisions of the Code thus assuring any potential adverse impacts are prevented or mitigated.

- (11) That the land division will not cause adverse impacts to special site features identified in **Section 2.140, Item 15** of the Application Site Plan.

Finding: One special site feature on the property is wetlands which are not locally protected per Code Section 5.119. As no ground disturbing activities are proposed with this land division a site-specific wetlands delineation was not performed. Any future development will be subject to the provisions Code Section 7.200, which includes the requirement for a wetlands delineation, thus assuring any potential wetland impacts are prevented or mitigated under the applicable state and federal requirements.

The other special site feature is that a portion of the property is mapped by FEMA as an area of special flood hazard. As no ground disturbing or building construction activities are proposed with this land division, the criteria of Code Section 7.100 are not addressed herein. Any future development will be subject to the provisions of Code Section 7.100 thus assuring any potential flood plain impacts are prevented or mitigated.

- (12) That the land division will not cause adverse impacts such as erosion, slide hazards and stormwater runoff due to excessive cut and fill of the property.

Finding: As there is no development associated with this land division, there are no earthwork related activities proposed which would impact runoff or cause erosion. Future development and uses will be subject to all the provisions of Code and specifically Section 5.133 Grading, thus assuring any potential adverse impacts are prevented or mitigated.

- (13) That the land division will not cause impacts to existing trees and plantings identified in **Section 2.140, Item 15** of the Application Site for preservation.

Finding: As there is no development associated with this land division, there are no impacts to existing trees or plantings. Future development and uses will be subject to all the provisions of the Code, thus assuring that existing trees are preserved to the maximum extent practicable under the Code, and that the landscaping provisions of Section 5.134 are met.

- (14) That the Special site features identified in **Section 2.324 (7)** have been given consideration for preservation and utilization in the development.

Finding: The wetlands special site feature per Code Sections 5.119 and 7.200 is subject to state and federal law. Future development applications will be required to comply with those laws. The excavation and filling of wetlands requires applications to and permits from the applicable state and federal agencies. Those permit processes require consideration of preservation and protection of wetlands along with the opportunity for mitigation.

The flood plain special hazard area does not preclude development. Future development applications will be required to address the provisions in Code Section 7.100 thus assuring appropriate flood plain protections.

Article 4, Section 4.132 Limited Industrial Zone – LI

- (1) **Purpose.** The Limited Industrial Zone is applied to area suitable for limited manufacturing and warehousing activities which have minimal emissions or nuisance characteristics potentially detrimental to the public health, safety or general welfare that would impact adjacent non-industrial areas.

Response: This land division supports the LI Zone purpose by providing the opportunity for improved street access to the area. The applicant's conceptual development scenario demonstrates how the remainder parcels could be developed to the LI Zone Development Standards.

- (2) **Permitted Uses.** In an LI Zone, the following uses and their Accessory uses are permitted subject to the Site Plan Review provisions of **Section 2.400** and the standards, provisions and exceptions set forth in this Code.

(a) Interim farm use in accordance with **Section 6.410**

(b) All manufacturing, warehousing, wholesaling, compounding, assembling, processing, storing, researching, or testing uses provided all operations except off-street parking and temporary activities shall be conducted entirely within an enclosed building unless approved by the Planning Commission. There shall be no emission or nuisance characteristics discernible without instruments at the property as identified in the Applicant's application.

(c) Automotive, truck, RV, equipment or other repair shops.

- (3) **Conditional Uses.** In an LI Zone, the following uses and their Accessory uses may be permitted, subject to the provisions of **Section 2.500**.

- (a) Permitted Uses listed above requiring exterior operations or storage of materials or equipment.
- (b) A manufactured dwelling for the owner or caretaker whenever onsite residence is necessitated by such use. The manufactured dwelling shall comply with the Use Standards of **Section 6.164**.
- (c) Truck Dispatch Operations.
- (d) Uses requiring an Emission Discharge Permit from the Oregon Department of Environmental Quality or other county, state, or federal agencies.
- (e) Uses possessing nuisance characteristics or emissions potentially detrimental to Public health, safety and general welfare of the community such as noise, vibrations, smoke, odor, fumes, dust, heat, glare or electromagnetic interference shall not be permitted unless additional safeguards are specified by the Planning Commission. The applicant shall accurately specify the extent of emissions and nuisance characteristics relative to the proposed use.
- (f) Waste processing, storage or disposal.
- (g) All uses permitted in the Community Commercial Zone.
- (h) Special Area Standards of **Article 7**.

Response: **Nothing in this land division precludes or changes the permitted and conditional uses identified above.**

(4) LI Zone Development Standards.

- (a) Minimum lot area – Lot size shall be approved by the Planning Commission as part of the Site Plan Review procedure of **Section 2.400**. Lots are required to be large enough to accommodate the building, required parking, service access and pedestrian circulation including persons with disabilities and landscaping.

Response: **The accompanying conceptual development scenario shows one possible way each proposed parcel could be developed in accordance with the LI Zone Development Standards.**

- (b) Minimum lot depth and width – As approved by the Planning Commission.

Response: **Future actual development proposals for the new parcels will require a discretionary review and decision by the Planning Commission. The applicant at that time will be required to tailor the application to fit the site constraints and applicable Code standards as established and documented by this land division.**

(c) Maximum Impervious Surface coverage – 80%. Unless approved by the Planning Commission.

Response: The accompanying conceptual development scenario complies with the 80% Maximum Impervious Surface coverage requirement.

(d) Yard Setbacks:

1. Exterior yards – 20-foot landscaped in accordance with Section 5.134. See Section 6.310-6.314 for commercial setback standards.

Response: The accompanying conceptual development scenario complies with the 20' exterior yard setback as well as allowing for the additional high volume street setback per Code Section 5.117 (3).

2. Interior yards – 10-foot landscaped in accordance with Section 5.134. where abutting residential property and zero where abutting commercial or industrial property.

Response: The accompanying conceptual development scenario complies with this setback standard.

3. See Section 5.117 for additional setback on identified streets.

Response: The accompanying conceptual development scenario complies with the 20' exterior yard setback as well as allowing for the additional high volume street setback per Code Section 5.117 (3).

(e) Maximum Building Height – As approved by the Planning Commission.

Response: Future actual development proposals for the new parcels will require a discretionary review and decision by the Planning Commission. The applicant at that time will be required to tailor the application to fit the site constraints and applicable Code standards as established and documented by this land division.

(f) Access shall be from an arterial or collector street and shall be designated to cause a minimum interface with traffic and shall be subject to the review and approval of the City or County Engineer. Upon recommendation of the City or County Engineer, the dedication of additional right-of-way and street improvements may be required of the Applicant to facilitate traffic circulation.

Response: Access to each of the new parcels created by the land division would be from the new street right-of-way to be dedicated with the plat. The new street right-of-way is 70' wide which accommodates either a collector street section or an arterial street section per Code section 5.117 (2).

(g) The capacity of city roads and freeway interchanges is a development factor that must be addressed by proposed developments. The City shall require development proposals to

identify the potential traffic impacts on city roads and interchanges. The improvements may be required to accommodate the proposed development traffic.

Response: Future actual development proposals for the new parcels will require a discretionary review and decision by the Planning Commission. The applicant at that time will be required to tailor the application to fit the site constraints and applicable Code standards as established and documented by this land division.

(h) Article 5 Development Standards, Article 6 Use Standards and Article 7 Special Area Standards contain additional conditions and standards that may apply.

Response: Future actual development proposals for the new parcels will require a discretionary review and decision by the Planning Commission. The applicant at that time will be required to tailor the application to fit the site constraints and applicable Code standards as established and documented by this land division.

MEMORANDUM OF UNDERSTANDING
Construction of New Road and Jurisdictional Transfer

This Memorandum of Understanding (MOU) is made and entered into by and between the City of Millersburg, a municipal corporation of the State of Oregon (City), Linn County, a political subdivision of the State of Oregon (County) and Samaritan Health Services, Inc. (Samaritan), together herein referred to collectively as "Parties" and individually as "Party", the promises of each being given in consideration of the promises of the other.

RECITALS

1. WHEREAS, ORS. 190.003 et seq. provides for intergovernmental cooperation in the interest of furthering economy and efficiency of local government; and
2. WHEREAS, ORS. 190.003, for purposes of such intergovernmental cooperation, defines a unit of local government as including a county, city, district, or other public corporation, commission, authority, entity organized and existing under statute or city or county charter; and
3. WHEREAS, Units of local government may cooperate with private organizations where the activities of those organizations impact the public interest; and
4. WHEREAS, Morningstar Road (CR0308) is a County Road, functionally classified as a residential/local road and is located partially inside the incorporated Limits of the City of Millersburg; and
5. WHEREAS, Samaritan desires to develop property abutting Morningstar Road and requires better access to nearby collector roads in order to accommodate future traffic and minimize impacts on the surrounding transportation infrastructure; and
6. WHEREAS, City and County desire to make certain roadway improvements to Morningstar Road including roadway widening/reconstruction, curbs, sidewalks and a stormwater collection system, hereinafter referred to as "Improvements" and construct a new road; and
7. WHEREAS, County desires to forfeit jurisdiction of a portion of Morningstar Road and new road to be constructed, and City desires to obtain jurisdiction of that portion of Morningstar Road and the new road lying within their incorporated limits after completion of Improvements.

NOW THEREFORE, the premises being in general as stated in the forgoing recitals, it is agreed by and between the Parties hereto as follows:

TERMS OF AGREEMENT

The Parties will work cooperatively to carry out their individual responsibilities relating to the tasks and actions required to construct a new road connecting Morningstar Road and Old Salem Road (the "New Road") at a point approximately 1,000 feet northeasterly of its current intersection as shown on the attached Exhibit 1. The existing Morningstar Road right of way from Old Salem Road north to the extended northerly boundary of tax lot 1300 shall remain under public ownership and remain an active transportation facility.

A. CITY OBLIGATIONS

1. City shall enter into negotiations with owners of affected properties to obtain the necessary right-of-way for the New Road. This shall include acquisition of additional property as needed to accommodate the needs of Samaritan pertaining to the right-of-way of New Road. Acquisition of the property may include either a direct purchase or an exchange with other Samaritan owned property. The only property anticipated for acquisition is shown on Exhibit 1.
2. If a purchase of the property is required, City shall provide one third of the amount required to obtain the property shown as "Parcel A" on Exhibit 1, not to exceed one hundred twenty-five thousand dollars (\$125,000). If an exchange of property occurs, City shall pay Samaritan one third of the value of the property Samaritan exchanges with the owner of Parcel A and one third of any amount in addition to the value of the property required to accomplish the exchange not to exceed one hundred twenty-five thousand dollars (\$125,000).
3. City shall review and comment on proposed construction drawings and specifications prior to advertising of any road construction contract by County. City shall provide funding to accommodate the construction of any domestic water or sanitary sewer facilities City desires to include in Improvements.
4. After County opens bids, but before contract is awarded, City shall provide bid award recommendation concurrence to County.
5. City shall provide construction inspection services for any City water and sewer components included in the Improvements.
6. City shall request jurisdiction of all portions of the New Road located within their incorporated limits, including the new alignment and any existing alignments, by appropriate Council action upon completion of the Improvements.

B. COUNTY OBLIGATIONS

1. County shall conduct a survey, prepare plans, specifications, and contracts for the Improvements. County shall also advertise for bids and award the contract for Improvements (upon City concurrence).
2. County shall provide construction management and inspection for the duration of the construction of Improvements.
3. County shall provide funding for the construction of the alignment of the New Road to include roadway, concrete curbs, sidewalk, stormwater collection, conveyance and any required treatment. County will design and construct new alignment section to City standards for urban major collector. Sidewalk construction on the north side of the new alignment will be deferred until adjacent development occurs and will be funded by others.
4. County shall fund the construction of minor roadway widening, curbs, sidewalks and stormwater collection system for the segment of the existing alignment of Morningstar Road to City standard for residential/local or modified as mutually agreed.
5. County shall surrender jurisdiction of all portions of Morningstar Road and the New Road lying within the incorporated limits of City by appropriate Board of Commissioners action after completion of the Improvements.

C. SAMARITAN OBLIGATIONS

1. Samaritan shall participate in negotiations to obtain the necessary right-of-way for the New Road. This shall include acquisition of additional property as needed to accommodate their own needs. The only property anticipated for acquisition is shown on the attached Exhibit 1.
2. In the event of a purchase of "Parcel A" on Exhibit 1, Samaritan shall provide two thirds of the amount required to obtain the property, not to exceed three hundred thousand dollars (\$300,000). In the event of an exchange of property to obtain Parcel A, Samaritan will exchange its own property for Parcel A.
3. Samaritan shall dedicate right-of-way, as needed, for the realignment of the New Road, through property under their control, shown as "Parcel B" on attached Exhibit 1.
4. Samaritan shall reimburse County for twenty-five percent of the cost of constructing the New Road, not to exceed one hundred and twenty-five thousand dollars (\$125,000). Payment will be due upon submittal of a site plan review to City for construction of any type of facilities on

Samaritan's property accessing Morningstar Road or the New Road, or upon transfer of said property to another Party.

D. GENERAL PROVISIONS

1. This Agreement shall become effective upon the date that each Party has signed below and shall terminate upon each Parties' completion of all obligations listed, or by mutual consent of the Parties.
2. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.
3. To the extent allowed by Oregon Constitution and ORS 30.260 through 30.300 each Party agrees to defend, indemnify, and hold harmless the other Parties, its officers, agents, and employees, against any claims for injury or damages and all loss, liability, cost, or expense, including court costs and attorney fees, which may result from that Party's actions or failures to act pursuant to the terms of this Agreement.
4. Upon reasonable written notice and during the normal business day each Party may inspect, audit and copy the financial management records of the other Party pertaining to the services performed under this agreement.
5. At all times each Party shall be responsible for its own costs and attorney fees.
6. This Agreement and attached exhibits constitute the entire agreement between the Parties. Any modification to this Agreement shall be in writing signed by the Parties.
7. All communications between the Parties shall be carried out through the points of contact listed below for each Party.
8. The Parties agree that this agreement is contingent on Samaritan approving the results of the pending groundwater tests on the Samaritan property. No final purchase agreement with the owner of "Parcel A" on Exhibit 1 shall be signed until Samaritan has given such approval.

CITY
Steve Hasson
4222 Old Salem Rd NE
Albany, OR 97321
(541) 928-8945
shasson@cityofmillersburg.org

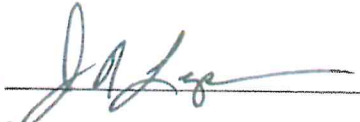
COUNTY
Darrin L. Lane
3010 Ferry ST SW
Albany, OR 97322
(541) 967-3919
dlane@co.linn.or.us

SAMARITAN
Tyler Jacobsen
3600 NW Samaritan Dr.
Corvallis, OR 97330
(541) 768-4478
tjacobsen@samhealth.org

[Signatures on following page]


IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their seals as of the day and year hereinafter written.

CITY OF MILLERSBURG

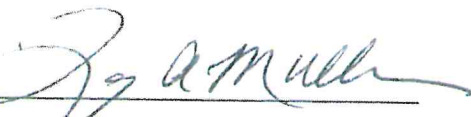
By 
Mayor

Date 5-9-2017

APPROVED AS TO LEGAL SUFFICIENCY


By 
City Attorney

SAMARITAN HEALTH SERVICES INC.

By 
Larry A. Mullins, DHA, FACHE

Date 5/5/17

LINN COUNTY


By 
Roger Nyquist, Chairman

By 
John Lindsey, Commissioner

By 
William C. Tucker, Commissioner

Date 5.9.2017

APPROVED AS TO CONTENT

By 
Darrin L. Lane, Roadmaster

APPROVED AS TO LEGAL SUFFICIENCY

By 
Eugene J. Karandy II, County Attorney

RETURN MOU TO:
Darrin L. Lane, Roadmaster
3010 Ferry St SW
Albany, OR 97322

Morningstar Road MOU - Exhibit 1



RECORDATION REQUESTED BY:

Willamette Community Bank
333 Lyon Street SE
PO Box 927
Albany, OR 97321

WHEN RECORDED MAIL TO:

Willamette Community Bank
333 Lyon Street SE
PO Box 927
Albany, OR 97321

SEND TAX NOTICES TO:

The Headrick Properties, LLC
PO Box ~~1500~~ 572
Albany, OR 97321

LINN COUNTY, OREGON	2017-01884
M-TD	01/31/2017 02:54:03 PM
Stn=0 S. WILSON	
\$50.00 \$11.00 \$10.00 \$20.00 \$19.00	\$110.00
I, Steve Druckenmiller, County Clerk for Linn County, Oregon, certify that the instrument identified herein was recorded in the Clerk records.	
Steve Druckenmiller - County Clerk	

FOR RECORDER'S USE ONLY

DEED OF TRUST

THIS DEED OF TRUST is dated January 30, 2017, among The Headrick Properties, LLC, an Oregon limited liability company, whose address is 6404 Old Salem Rd, Albany, OR 97321 ("Grantor"); Willamette Community Bank, whose address is 333 Lyon Street SE, PO Box 927, Albany, OR 97321 (referred to below sometimes as "Lender" and sometimes as "Beneficiary"); and Ticor Title Company of Oregon, whose address is 220 6th Ave SW, Ste 101, Albany, OR 97321 (referred to below as "Trustee").

CONVEYANCE AND GRANT. For valuable consideration, represented in the Note dated January 30, 2017, in the original principal amount of \$302,250.00, from Grantor to Lender, Grantor conveys to Trustee for the benefit of Lender as Beneficiary all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in Linn County, State of Oregon:

See EXHIBIT "A", which is attached to this Deed of Trust and made a part of this Deed of Trust as if fully set forth herein.

The Real Property or its address is commonly known as 6512 NE Old Salem Road, Albany, OR 97321. The Real Property tax identification number is 42560.

Grantor presently assigns to Lender (also known as Beneficiary in this Deed of Trust) all of Grantor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

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

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Deed of Trust, Grantor shall pay to Lender all amounts secured by this Deed of Trust as they become due, and shall strictly and in a timely manner perform all of Grantor's obligations under the Note, this Deed of Trust, and the Related Documents.

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

Possession and Use. Until the occurrence of an Event of Default, Grantor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property. The following provisions relate to the use of the Property or to other limitations on the Property. **BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.**

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

Compliance With Environmental Laws. Grantor represents and warrants to Lender that: (1) During the period of Grantor's ownership

After recording 471816057524
return to Ticor Title

DEED OF TRUST (Continued)

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

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

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

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

Compliance with Governmental Requirements. Grantor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property, including without limitation, the Americans With Disabilities Act. Grantor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Grantor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

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

DUE ON SALE - CONSENT BY LENDER. Lender may, at Lender's option, declare immediately due and payable all sums secured by this Deed of Trust upon the sale or transfer, without Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest in the Real Property; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of an interest in the Real Property. If any Grantor is a corporation, partnership or limited liability company, transfer also includes any change in ownership of more than twenty-five percent (25%) of the voting stock, partnership interests or limited liability company interests, as the case may be, of such Grantor. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or by Oregon law.

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

Payment. Grantor shall pay when due (and in all events prior to delinquency) all taxes, special taxes, assessments, charges (including water and sewer), fines and impositions levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Grantor shall maintain the Property free of all liens having priority over or equal to the interest of Lender under this Deed of Trust, except for the lien of taxes and assessments not due and except as otherwise provided in this Deed of Trust.

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

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

against the Property.

Notice of Construction. Grantor shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialmen's lien, or other lien could be asserted on account of the work, services, or materials. Grantor will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Grantor can and will pay the cost of such improvements.

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

Maintenance of Insurance. Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a fair value basis for the full insurable value covering all Improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender. Grantor shall also procure and maintain comprehensive general liability insurance in such coverage amounts as Lender may request with Trustee and Lender being named as additional insureds in such liability insurance policies. Additionally, Grantor shall maintain such other insurance, including but not limited to hazard, business interruption, and boiler insurance, as Lender may reasonably require. Policies shall be written in form, amounts, coverages and basis reasonably acceptable to Lender and issued by a company or companies reasonably acceptable to Lender. Grantor, upon request of Lender, will deliver to Lender from time to time the policies or certificates of insurance in form satisfactory to Lender, including stipulations that coverages will not be cancelled or diminished without at least fifteen (15) days prior written notice to Lender. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. Should the Real Property be located in an area designated by the Administrator of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain Federal Flood Insurance, if available, within 45 days after notice is given by Lender that the Property is located in a special flood hazard area, for the full unpaid principal balance of the loan and any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan.

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

Grantor's Report on Insurance. Upon request of Lender, however not more than once a year, Grantor shall furnish to Lender a report on each existing policy of insurance showing: (1) the name of the insurer; (2) the risks insured; (3) the amount of the policy; (4) the property insured, the then current replacement value of such property, and the manner of determining that value; and (5) the expiration date of the policy. Grantor shall, upon request of Lender, have an independent appraiser satisfactory to Lender determine the cash value replacement cost of the Property.

LENDER'S EXPENDITURES. If any action or proceeding is commenced that would materially affect Lender's interest in the Property or if Grantor fails to comply with any provision of this Deed of Trust or any Related Documents, including but not limited to Grantor's failure to discharge or pay when due any amounts Grantor is required to discharge or pay under this Deed of Trust or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Property and paying all costs for insuring, maintaining and preserving the Property. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Deed of Trust also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon Default.

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

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

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

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

Survival of Representations and Warranties. All representations, warranties, and agreements made by Grantor in this Deed of Trust shall survive the execution and delivery of this Deed of Trust, shall be continuing in nature, and shall remain in full force and effect

**DEED OF TRUST
(Continued)**

until such time as Grantor's Indebtedness shall be paid in full.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

FULL PERFORMANCE. If Grantor pays all the Indebtedness when due, and otherwise performs all the obligations imposed upon Grantor under this Deed of Trust, Lender shall execute and deliver to Trustee a request for full reconveyance and shall execute and deliver to Grantor suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Personal Property. Any reconveyance fee required by law shall be paid by Grantor, if permitted by applicable law.

EVENTS OF DEFAULT. Each of the following, at Lender's option, shall constitute an Event of Default under this Deed of Trust:

DEED OF TRUST (Continued)

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

Other Defaults. Grantor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Deed of Trust or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Grantor.

Compliance Default. Failure to comply with any other term, obligation, covenant or condition contained in this Deed of Trust, the Note or in any of the Related Documents.

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

Environmental Default. Failure of any party to comply with or perform when due any term, obligation, covenant or condition contained in any environmental agreement executed in connection with the Property.

Default in Favor of Third Parties. Should Grantor default under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Grantor's property or Grantor's ability to repay the Indebtedness or Grantor's ability to perform Grantor's obligations under this Deed of Trust or any of the Related Documents.

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

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

Death or Insolvency. The dissolution of Grantor's (regardless of whether election to continue is made), any member withdraws from the limited liability company, or any other termination of Grantor's existence as a going business or the death of any member, the insolvency of Grantor, the appointment of a receiver for any part of Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Grantor or by any governmental agency against any property securing the Indebtedness. This includes a garnishment of any of Grantor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Grantor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Grantor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

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

Events Affecting Guarantor. Any of the preceding events occurs with respect to any Guarantor of any of the Indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

Adverse Change. A material adverse change occurs in Grantor's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

Insecurity. Lender in good faith believes itself insecure.

Right to Cure. If any default, other than a default in payment, is curable and if Grantor has not been given a notice of a breach of the same provision of this Deed of Trust within the preceding twelve (12) months, it may be cured if Grantor, after Lender sends written notice to Grantor demanding cure of such default: (1) cures the default within fifteen (15) days; or (2) if the cure requires more than fifteen (15) days, immediately initiates steps which Lender deems in Lender's sole discretion to be sufficient to cure the default and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

RIGHTS AND REMEDIES ON DEFAULT. If an Event of Default occurs under this Deed of Trust, at any time thereafter, Trustee or Lender may exercise any one or more of the following rights and remedies:

Election of Remedies. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Deed of Trust, after Grantor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies.

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

Foreclosure. With respect to all or any part of the Real Property, the Trustee shall have the right to foreclose by notice and sale, and Lender shall have the right to foreclose by judicial foreclosure, in either case in accordance with and to the full extent provided by applicable law. If this Deed of Trust is foreclosed by judicial foreclosure, Lender will be entitled to a judgment which will provide that if the foreclosure sale proceeds are insufficient to satisfy the judgment, execution may issue for the amount of the unpaid balance of the judgment.

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

Collect Rents. Lender shall have the right, without notice to Grantor to take possession of and manage the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the Indebtedness.

**DEED OF TRUST
(Continued)**

In furtherance of this right, Lender may require any tenant or other user of the Property to make payments of rent or use fees directly to Lender. If the Rents are collected by Lender, then Grantor irrevocably designates Lender as Grantor's attorney-in-fact to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

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

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

Other Remedies. Trustee or Lender shall have any other right or remedy provided in this Deed of Trust or the Note or available at law or in equity.

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

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

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

Rights of Trustee. Trustee shall have all of the rights and duties of Lender as set forth in this section.

POWERS AND OBLIGATIONS OF TRUSTEE. The following provisions relating to the powers and obligations of Trustee are part of this Deed of Trust:

Powers of Trustee. In addition to all powers of Trustee arising as a matter of law, Trustee shall have the power to take the following actions with respect to the Property upon the written request of Lender and Grantor: (a) join in preparing and filing a map or plat of the Real Property, including the dedication of streets or other rights to the public; (b) join in granting any easement or creating any restriction on the Real Property; and (c) join in any subordination or other agreement affecting this Deed of Trust or the interest of Lender under this Deed of Trust.

Obligations to Notify. Trustee shall not be obligated to notify any other party of a pending sale under any other trust deed or lien, or of any action or proceeding in which Grantor, Lender, or Trustee shall be a party, unless the action or proceeding is brought by Trustee.

Trustee. Trustee shall meet all qualifications required for Trustee under applicable law. In addition to the rights and remedies set forth above, with respect to all or any part of the Property, the Trustee shall have the right to foreclose by notice and sale, and Lender shall have the right to foreclose by judicial foreclosure, in either case in accordance with and to the full extent provided by applicable law.

Successor Trustee. Lender, at Lender's option, may from time to time appoint a successor Trustee to any Trustee appointed under this Deed of Trust by an instrument executed and acknowledged by Lender and recorded in the office of the recorder of Linn County, State of Oregon. The instrument shall contain, in addition to all other matters required by state law, the names of the original Lender, Trustee, and Grantor, the book and page where this Deed of Trust is recorded, and the name and address of the successor trustee, and the instrument shall be executed and acknowledged by Lender or its successors in interest. The successor trustee, without conveyance of the Property, shall succeed to all the title, power, and duties conferred upon the Trustee in this Deed of Trust and by applicable law. This procedure for substitution of Trustee shall govern to the exclusion of all other provisions for substitution.

NOTICES. Any notice required to be given under this Deed of Trust, including without limitation any notice of default and any notice of sale shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Deed of Trust. All copies of notices of foreclosure from the holder of any lien which has priority over this Deed of Trust shall be sent to Lender's address, as shown near the beginning of this Deed of Trust. Any party may change its address for notices under this Deed of Trust by giving formal

**DEED OF TRUST
(Continued)**

written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors.

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

Amendments. This Deed of Trust, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Deed of Trust. No alteration of or amendment to this Deed of Trust shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Annual Reports. If the Property is used for purposes other than Grantor's residence, Grantor shall furnish to Lender, upon request, a certified statement of net operating income received from the Property during Grantor's previous fiscal year in such form and detail as Lender shall require. "Net operating income" shall mean all cash receipts from the Property less all cash expenditures made in connection with the operation of the Property.

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

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

Governing Law. This Deed of Trust will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Oregon without regard to its conflicts of law provisions. This Deed of Trust has been accepted by Lender in the State of Oregon.

Choice of Venue. If there is a lawsuit, Grantor agrees upon Lender's request to submit to the jurisdiction of the courts of Linn County, State of Oregon.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Deed of Trust unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Deed of Trust shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Deed of Trust. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Deed of Trust, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Severability. If a court of competent jurisdiction finds any provision of this Deed of Trust to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Deed of Trust. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Deed of Trust shall not affect the legality, validity or enforceability of any other provision of this Deed of Trust.

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

Time is of the Essence. Time is of the essence in the performance of this Deed of Trust.

Waive Jury. All parties to this Deed of Trust hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by any party against any other party.

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

Commercial Deed of Trust. Grantor agrees with Lender that this Deed of Trust is a commercial deed of trust and that Grantor will not change the use of the Property without Lender's prior written consent.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Deed of Trust. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Deed of Trust shall have the meanings attributed to such terms in the Uniform Commercial Code:

Beneficiary. The word "Beneficiary" means Willamette Community Bank, and its successors and assigns.

Borrower. The word "Borrower" means The Headrick Properties, LLC and includes all co-signers and co-makers signing the Note and all their successors and assigns.

Deed of Trust. The words "Deed of Trust" mean this Deed of Trust among Grantor, Lender, and Trustee, and includes without limitation all assignment and security interest provisions relating to the Personal Property and Rents.

Default. The word "Default" means the Default set forth in this Deed of Trust in the section titled "Default".

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

**DEED OF TRUST
(Continued)**

federal laws, rules, or regulations adopted pursuant thereto or intended to protect human health or the environment.

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

Grantor. The word "Grantor" means The Headrick Properties, LLC.

Guarantor. The word "Guarantor" means any guarantor, surety, or accommodation party of any or all of the Indebtedness.

Guaranty. The word "Guaranty" means the guaranty from Guarantor to Lender, including without limitation a guaranty of all or part of the Note.

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

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

Indebtedness. The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Trustee or Lender to enforce Grantor's obligations under this Deed of Trust, together with interest on such amounts as provided in this Deed of Trust.

Lender. The word "Lender" means Willamette Community Bank, its successors and assigns.

Note. The word "Note" means any and all Notes executed by The Headrick Properties, LLC, together with all renewals of, extensions of, modifications of, and substitutions for the notes or credit agreements. The maturity date of the Note is February 15, 2027.

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

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

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

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

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

Trustee. The word "Trustee" means Ticor Title Company of Oregon, whose address is 220 6th Ave SW, Ste 101, Albany, OR 97321 and any substitute or successor trustees.

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

GRANTOR:

THE HEADRICK PROPERTIES, LLC

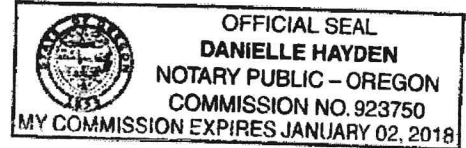
By: 

Donald R. Headrick, Member of The Headrick Properties, LLC

DEED OF TRUST
(Continued)

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Oregon)
) SS
COUNTY OF Linn)



On this 30th day of Jan, 20 17, before me, the undersigned Notary Public, personally appeared **Donald R. Headrick, Member of The Headrick Properties, LLC**, and known to me to be a member or designated agent of the limited liability company that executed the Deed of Trust and acknowledged the Deed of Trust to be the free and voluntary act and deed of the limited liability company, by authority of statute, its articles of organization or its operating agreement, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this Deed of Trust and in fact executed the Deed of Trust on behalf of the limited liability company.

By D. Hayden
Notary Public in and for the State of OR

Residing at Linn Co
My commission expires 1/2/18

REQUEST FOR FULL RECONVEYANCE

(To be used only when obligations have been paid in full)

To: _____, Trustee

The undersigned is the legal owner and holder of all Indebtedness secured by this Deed of Trust. All sums secured by this Deed of Trust have been fully paid and satisfied. You are hereby directed, upon payment to you of any sums owing to you under the terms of this Deed of Trust or pursuant to any applicable statute, to cancel the Note secured by this Deed of Trust (which is delivered to you together with this Deed of Trust), and to reconvey, without warranty, to the parties designated by the terms of this Deed of Trust, the estate now held by you under this Deed of Trust. Please mail the reconveyance and Related Documents to:

Date: _____

Beneficiary: _____

By: _____

Its: _____

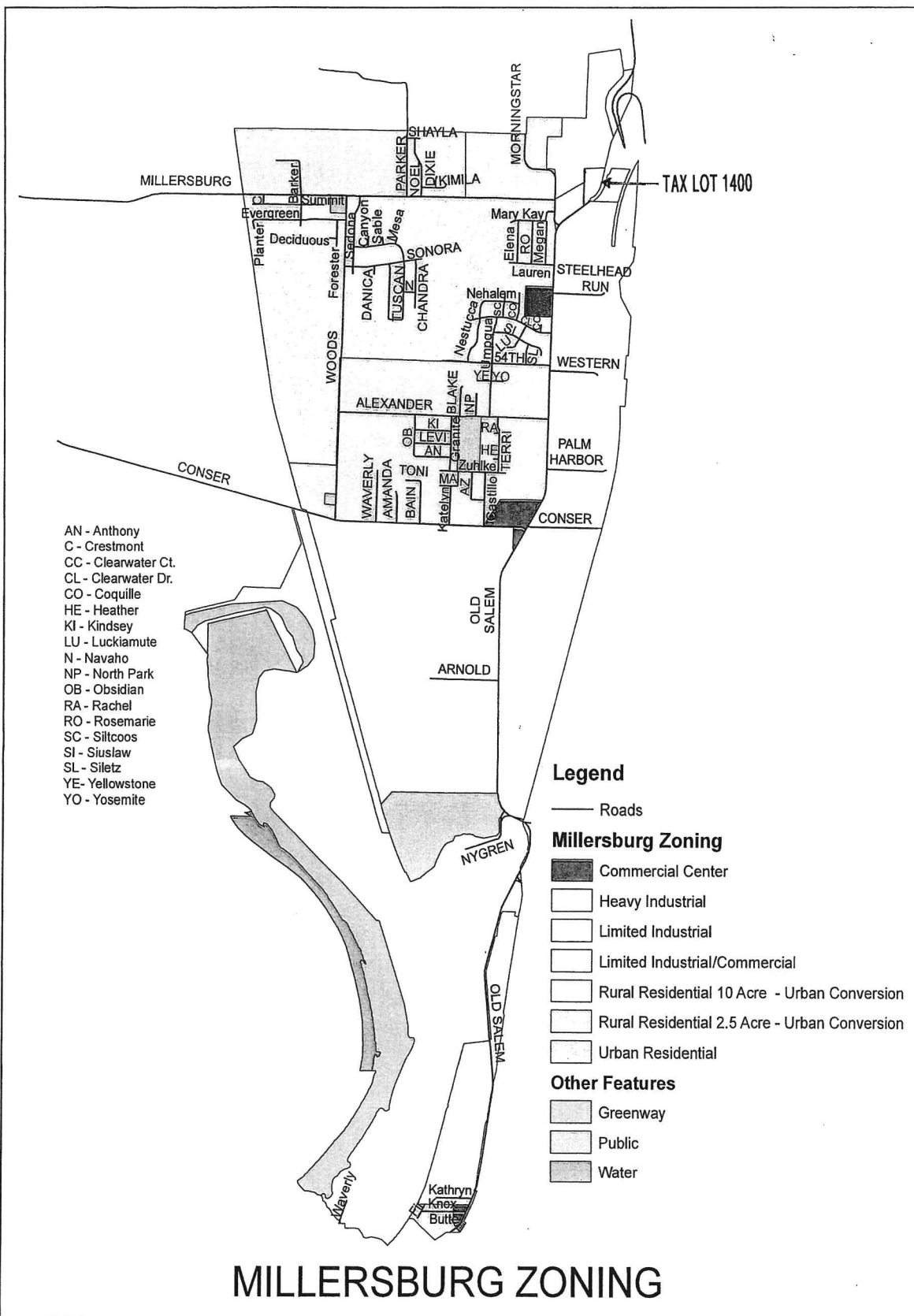
WESTERN TITLE SERVICES

EXHIBIT "A"
Legal Description

Beginning at a point on the North line of the Pacific Highway, which is South 54.56 feet and East 611.52 feet from the Northeast corner of the Sarah Farlow Donation Land Claim No. 59, Township 10 South, Range 3 West of the Willamette Meridian in Linn County, Oregon, said point being also a distance of 1274.46 feet East and 54.56 feet South of the Southwest corner of the West projection of the John Meeker Donation Land Claim No. 60, and running thence North 0°04' East parallel with the West line of the West projection of said John Meeker Claim a distance of 684.5 feet to a 1/2 inch iron pipe; thence North 88°51' East 443.8 feet to the West line of the Pacific Highway; thence South 13°00' West along the West line of said right-of-way 255.9 feet; thence on a 570 foot radius curve to the right (the long chord of which bears South 33°40'-1/2' West 383.4 feet); thence South 54°21' West 214.5 feet to the place of beginning.

EXCEPTING THEREFROM that portion conveyed to Linn County by Bargain and Sale Deed recorded August 2, 2000 in Vol. 1119, Page 870, Microfilm Records of Linn County, Oregon.

AND FURTHER EXCEPTING THEREFROM that portion conveyed to the State of Oregon, by and through its Department of Transportation, by deed recorded October 23, 2003 in Volume 1506, Page 6 and re-recorded October 4, 2004 in Volume 1631, Page 324, Linn County Microfilm Records.



TENTATIVE PLAT

A PARTITION PLAT OF THAT PROPERTY DESCRIBED IN LINN COUNTY DEED RECORD 2017-01883, LOCATED IN THE JOHN WEBER D.L.C., NE 30 3D THE SOUTHWEST 1/4 OF SECTION 10, TOWNSHIP 36 SOUTH, RANGE 3 WEST OF COUNTY OF MILLENNIUM, LINN COUNTY, OREGON

FOR: THE HEADRIK PROPERTIES, LLC.

DATE: FEBRUARY 19, 2018

LEGEND

- SET 5/8" x 30" IRON ROD WITH YELLOW PLASTIC CAP MARKED "COLE SURV LS 61341"
- FOUND 5/8" IR W/ YPC MARKED "K&D ENGR LS 1630"
- PER C.S. 22943, UNLESS OTHERWISE NOTED
- FOUND 5/8" IR W/ YPC MARKED "LINN CO SURVEYOR"
- PER C.S. 22640
- FOUND 5/8" IR W/ YPC MARKED "LINN CO SURVEYOR"
- PER C.S. 23113
- IR IRON ROD
- ▲ CALCULATED POSITION
- LCOR LINN COUNTY DEED RECORD
- FD FOUND
- R/W RIGHT-OF-WAY
- C.S. LINN COUNTY SURVEY
- <> CALCULATED DATA
- [] RECORD INFORMATION AS PER C.S. 22640
- { } RECORD INFORMATION AS PER C.S. 23113
- [] RECORD INFORMATION AS PER C.S. 24809, UNLESS OTHERWISE NOTED
- () UNLESS OTHERWISE NOTED

- ① C.S. 21099
- ② C.S. 17737
- ③ C.S. 14615
- ④ C.S. 24809
- ⑤ LCOR BOOK 343, PAGE 130
- ⑥ LCOR VOL. 373, PAGE 263

FD 3-1/4" ALUMINUM CAP IN MONUMENT BOX AT NE CORNER OF D.L.C. NO. 59 PER RECORD BOOK 77, PAGE 44, SECTION 10, RANGE 3 WEST OF ALSO GPS STATION 93009

SCALE 1"=150'

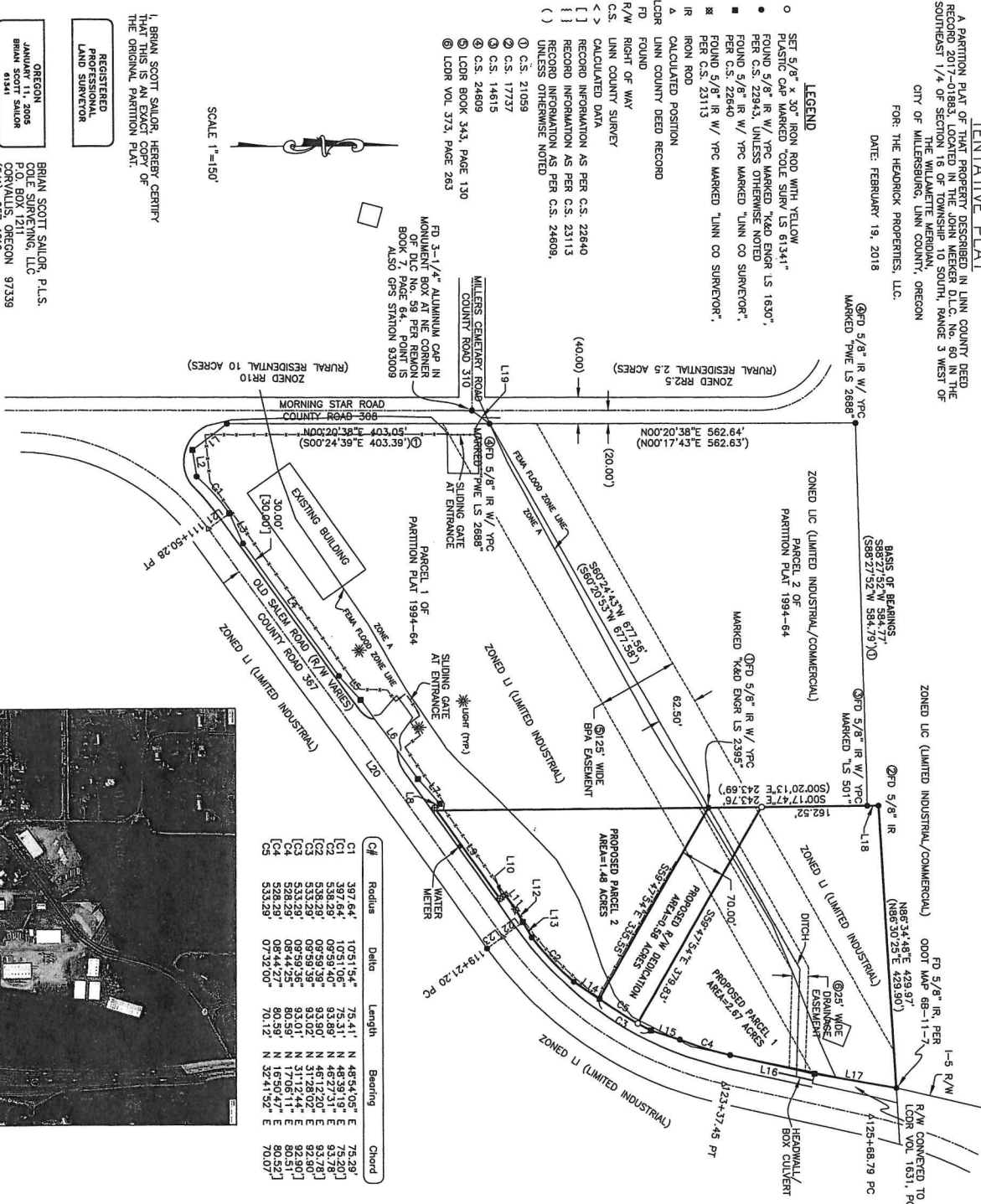
I, BRIAN SCOTT SAILOR, HEREBY CERTIFY THAT THIS IS AN EXACT COPY OF THE ORIGINAL PARTITION PLAT.

REGISTERED PROFESSIONAL LAND SURVEYOR

OREGON
JANUARY 11, 2008
BRIAN SCOTT SAILOR
61341

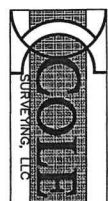
EXPIRES 6/30/18

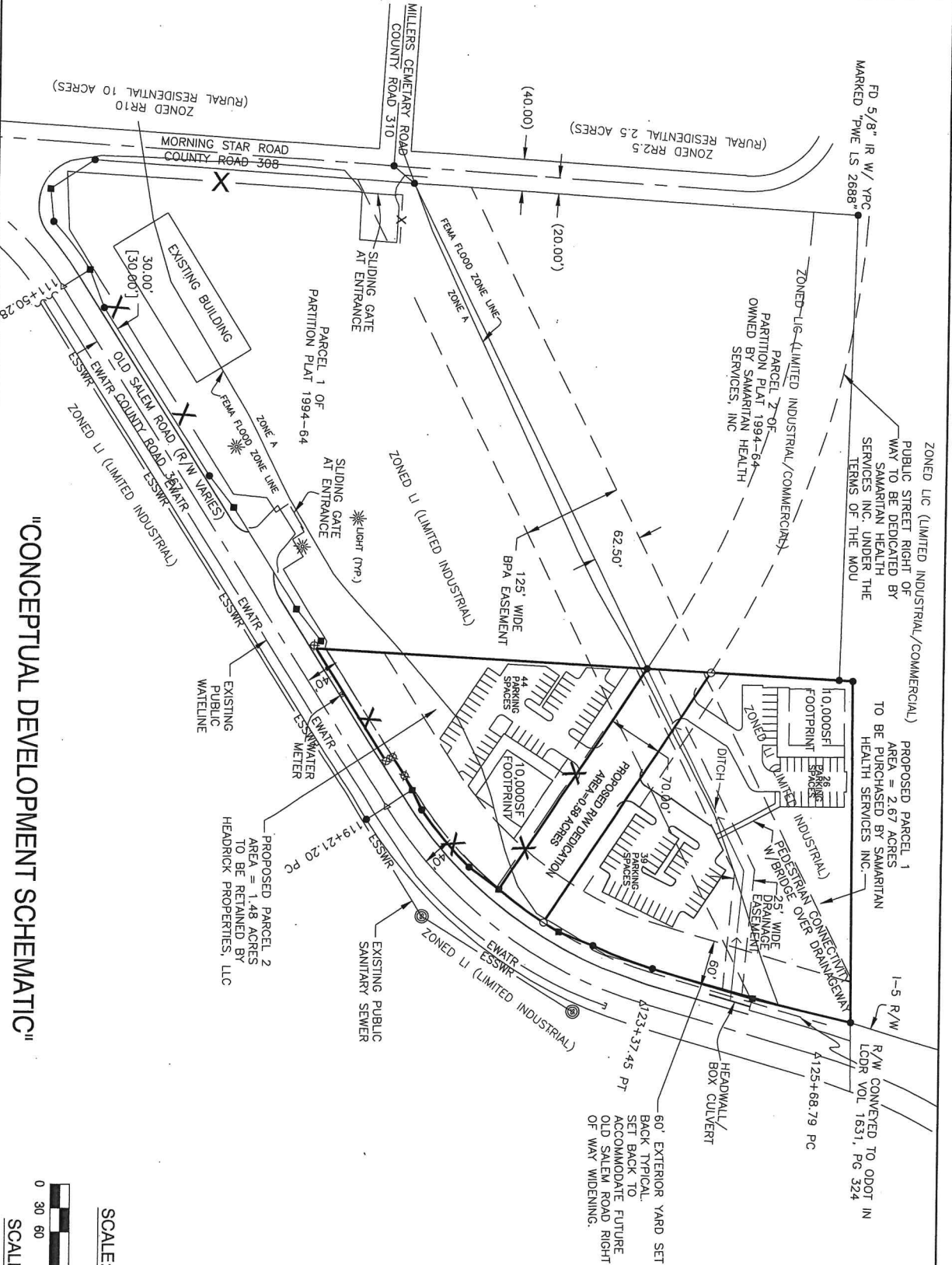
BRIAN SCOTT SAILOR, P.L.S.
COLE SURVEYING, LLC
P.O. BOX 1211
CORVALLIS, OREGON 97339
(541) 257-1019



C#	Radius	Delta	Length	Bearing	Chord
C1	397.64'	10°51'54"	75.41'	N 48°54'05" E	75.29'
C2	538.29'	09°59'40"	83.89'	N 48°27'31" E	83.78'
C3	538.29'	09°59'39"	83.90'	N 48°12'20" E	83.78'
C4	533.29'	08°59'35"	83.01'	N 31°12'44" E	82.80'
C5	528.29'	08°44'25"	80.59'	N 17°06'11" E	80.51'
C6	533.29'	07°32'00"	70.12'	N 32°41'52" E	80.52'

L#	Bearing	Length
L1	S 37°04'43" W	66.19'
L2	S 37°17'59" W	66.16'
L3	S 81°11'50" W	41.29'
L4	S 80°59'51" W	41.29'
L5	N 69°27'29" E	50.71'
L6	N 69°27'29" E	50.71'
L7	N 54°20'03" E	250.05'
L8	N 54°04'52" E	250.05'
L9	N 48°37'25" E	50.25'
L10	N 48°37'25" E	50.25'
L11	N 54°20'03" E	150.00'
L12	N 54°20'03" E	150.00'
L13	N 54°20'03" E	150.00'
L14	N 54°20'03" E	150.00'
L15	N 54°20'03" E	150.00'
L16	N 54°20'03" E	150.00'
L17	N 54°20'03" E	150.00'
L18	N 54°20'03" E	150.00'
L19	N 54°20'03" E	150.00'
L20	N 54°20'03" E	150.00'
L21	N 54°20'03" E	150.00'
L22	N 54°20'03" E	150.00'
L23	N 54°20'03" E	150.00'





"CONCEPTUAL DEVELOPMENT SCHEMATIC"

SCALE: 1" = 120'
 SCALE IN FEET
 0 30 60 120 240



DRAWING STATUS:		DATE:
<input type="checkbox"/>	PRELIMINARY	
<input checked="" type="checkbox"/>	SUBMITTED	03/16/18
<input type="checkbox"/>	BID SET	
<input type="checkbox"/>	PERMIT SET	
<input type="checkbox"/>	CONST. SET	
No.	REVISION:	DATE:

FOR LAND USE PURPOSES ONLY

JOB NO. 16-435
 PROJECT: TL 1400, MAP 10S03W16 PARTITION AND RIGHT OF WAY DEDICATION
 PROJECT LOCATION: 6512 NE OLD SALEM ROAD ALBANY, OREGON 97321
 CLIENT: SAMARITAN HEALTH SERVICES, INC
 SHEET TITLE: CONCEPTUAL DEVELOPMENT SCHEMATIC
 DRAWING: P1.00

devco
 engineering inc. (541) 757-8951
 Corvallis Oregon
 240 NE CONNER, P.O. BOX 1211
 CORVALLIS, OR 97339
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10 April 2018



Mr. Matt Straite
City Planner
City of Millersburg
4222 NE Old Salem Road
Albany, Oregon 973221

SUBJECT: Partition Application (City File No. PA18-02)

Dear Matt:

In response to your request for additional information in support of the subject application, we have prepared this letter and the accompanying documents. The items requesting additional information are annotated below.

Additional Information:

While the application has been deemed complete, additional items are required. Please submit the following items:

1. **15 Full size folded exhibits (24x36)**

The requested exhibits accompany this letter.

2. **Please provide three sets of labels for all neighboring property owners within 100 feet of the proposed map. Please include the applicant and the representative.**

The requested mailing labels accompany this letter.

3. **Please provide digital versions of the application materials and maps.**

A disk copy (.pdf) of all application materials, including this letter, accompanies this correspondence.

4. **Statements complying with code Section 2.326 subsections (1), (2), and (3) through (7).**

Please see statements below.

SECTION 2.326 ACCOMPANYING STATEMENTS

The Tentative Plan shall be accompanied by written statements from the applicant giving essential information regarding the following matters:

(1) Identify the adequacy and source of water supply including:

- (a) Certification that water will be available to the lot line of each and every lot depicted on the Tentative Plan for a subdivision, or**

Statement: Water is available to each proposed lot from the existing public waterline located in the Old Salem Road right-of-way, see Drawing P1.00.

- (b) A bond, contract or other assurance by the applicant that a public water supply system will be installed by or on behalf of the applicant to each and every lot depicted on the Tentative Plan. The amount of such bond, contract or other assurance shall be determined by the City.**

Statement: Such financial security or assurance is not required as an existing public water line fronts all or a portion of the lots proposed to be created under this partition application.

- (c) In lieu of the above conditions, Rural Residential lots without access to a water system may be created if a statement is provided by the applicant that no domestic water supply facility will be provided to the purchaser of any lot depicted on the Tentative Plan. A copy of the statement signed by the applicant and endorsed by the City shall be filed by the applicant with the Real Estate Commissioner when the Plat is recorded. The applicant shall deliver a copy of the statement to each prospective purchaser of a lot prior to signing the first agreement for sale of the lot. The owner/applicant shall obtain a signed receipt for the statement from the purchaser and send a copy of the receipt to the Commissioner and shall keep copies of such receipts on file in this state, subject to inspection by the Commissioner, for a period of three years after the date the receipt is taken.**

Statement: This condition is not applicable to this partition application.

(2) Identify the proposed method of sewage disposal including:

- (a) Certification that a sewage disposal system will be available to the lot line of each and every lot depicted on the Tentative Plan for a subdivision, or**

Statement: Public sanitary sewer collection facilities are available to each proposed lot from the existing public sanitary sewer line located in Old Salem Road right-of-way, see Drawing P1.00.

- (b) A bond, contract or other assurance by the applicant that a sewage disposal system will be installed by or on behalf of the applicant to each and every lot depicted on the Tentative Plan. The amount of such bond, contract or other assurance shall be determined by the City.**

Statement: Such financial security or assurance is not required as an existing public sanitary sewer line fronts all or a portion of the lots proposed to be created under this partition application.

- (c) In lieu of the above conditions, Rural Residential lots without access to a sewage disposal system may be created if a statement is provided by the applicant that no sewage disposal facility will be provided to the purchaser of any lot depicted on the Tentative Plan where the Department of Environmental Quality has approved the proposed method or an alternative method of sewage disposal. A copy of the statement signed by the applicant and endorsed by the City shall be filed by the applicant with the Real Estate Commissioner when the Plat is recorded. The applicant shall deliver a copy of the statement to each prospective purchaser of a lot prior to signing the first agreement for sale of the lot. The owner/applicant shall obtain a signed receipt for the statement from the purchaser and send a copy of the receipt to the Commissioner and shall keep copies of such receipts on file in this state, subject to inspection by the Commissioner, for a period of three years after the date the receipt is taken.**

Statement: This condition is not applicable to this partition application.

- (3) Protective covenants, conditions and deed restrictions (CC & R's to be recorded, if any.**

Statement: There are no CCR's required nor proposed to be recorded against the Applicant's property.

- (4) Identify all proposed public dedications including streets, pedestrian or bike ways, parks or open space areas in conformance with Section 8.300.**

Statement: The proposed public street dedication is identified on the tentative plat included with this application. No dedication of additional land for pedestrian, bikeways, parks or open space areas is proposed or required. Development in the future of the proposed street right-of-way will also provide and bicycle connectivity.

- (5) Identify all public improvements proposed to be installed, the approximate time installation is anticipated and the proposed method of financing. Identify required improvements that are proposed to not be provided and the reason why they are not considered necessary for the proposed land division.**

Statement: No public improvements are proposed to be installed with this application. Each proposed lot has public street frontage on Old Salem Road and access to public utilities

as noted above, no public infrastructure extensions are required to serve these proposed lots.

Under the provisions of the Memorandum of Understanding between the City of Millersburg / Linn County / Samaritan Health Services these proposed lots will also have frontage on and will be served by a future extension of Morningstar Road within the street right-of-way dedicated as part of this partition application.

(6) A statement that the declarations required by ORS 92.075 on the final Plat can be achieved by the fee owner, vendor and/or the mortgage or trust deed holder of the property.

Statement: The property owner will execute the declarations required by ORS 92.075 on the final partition plat document.

(7) Proposed staged subdivisions or serial partitions shall be clearly identified on the application. A time schedule for future Platting shall also be submitted. The Planning Commission may require a specific time schedule for approval. All future Plats shall conform to the adopted ordinances applicable at the time of Platting.

Statement: This partition application is a stand-alone partition and not proposed as a series. No future replatting is anticipated or known at this time.

Condition 7 is a good segue to a City of Millersburg Comprehensive Plan Policy and recommendation from Section 9.590, as brought to light in your in your April 10th email and in our preceding telephone conversation.

SECTION 9.590 LAND USE GOALS & POLICIES

POLICIES & RECOMMENDATIONS

Industrial Land Use

14. Potential industrial sites should remain at their present parcel size until a specific development plan is approved.

As a matter of law and the established process to implement the Comprehensive Plan, the City of Millersburg has adopted the Millersburg Land Development Code which states in Section 1.120, "The purpose of this Code is to establish standards and procedures for the orderly development of land within the City of Millersburg in conformance with the Millersburg Comprehensive Plan, ..." Thus the Code is the implementing document of the Comprehensive Plan. Further, Code Section 1.140, Associated Regulations, states in part – "In addition to the regulations contained herein, the following additional regulations **may** [emphasis added] apply to proposed developments within the City of Millersburg:

- 1) The Millersburg Comprehensive Plan..."

Mr. Matt Straite
City Planner
10 April 2018
Page 5 of 5

Based upon the above language, and the fact that the Land Development Code is silent with respect to requiring a development plan with a land division involving an industrial zoned property, we submit that the City does have the option of whether or not to require a development plan with this application.

As a practical matter, in support of this conclusion, we ask you to note that neither the Land Development Code nor the Comprehensive Plan prohibit the dedication of public right-of-way across any industrial zoned lot nor do they require such right-of-way dedication to be associated with a land division. For Tax Lot 1400, such right-of-way dedication if made independently would bisect the parcel but by law would not create two separate lots of record. However, from a development perspective the lot would be split into two separate parts, divided by the new street right-of-way with each part having its own separate but distinct development potential including additional public street frontage. Thus for Tax Lot 1400 the effect on future development of only a right-of-way dedication as required in the MOU is no different than the combined partitioning and right-of-way dedication proposed in this Application.

We presume the intention of industrial land use policy No. 14 is to help preserve choices in the market place with respect to industrial development. The right-of-way dedication as required in the MOU alters the development choices for the Applicant's property, while at the same time creating new opportunities with high-visibility corner parcels that increase choice in the marketplace. These new parcels could support the technology manufacturing and repair shop uses outright permitted in the limited industrial zone. This partition application does not alter the resulting development opportunities.

If you have any questions or concerns, please do not hesitate to contact me.

Sincerely,



Lyle E. Hutchens
Senior Project Manager

LEH/nrw
16435 mstraite 04.09.2018.docx

cc: Tyler Jacobsen, Samaritan Health Services, Inc.
Scott Cowgill, Weatherford Thompson

Matt Straite

From: LaBelle, Chris <Chris.LaBelle@cityofalbany.net>
Sent: Thursday, April 12, 2018 8:25 AM
To: Matt Straite
Subject: RE: Request to review Millersburg project PA 18-02

Hi Matt,

Lora has reviewed the project and Albany Fire has no comments or concerns at this time.

Thanks

Chris



Chris LaBelle

Safety Division Chief
541-917-7703 office

Albany Fire Department

City of Albany, Oregon
611 Lyon St SE, Albany, Oregon 97321

fire.cityofalbany.net



Get news releases and emergency notifications from the City of Albany by email or text message. Sign up at nixle.com or text 97321 to 888-777.

From: Matt Straite <mstraite@cityofmillersburg.org>
Sent: Wednesday, April 4, 2018 4:49 PM
To: corcutt@linnsheiff.org; dsterling@co.linn.or.us; Billers@nwnatural.com; sflickinger@co.linn.or.us; jseale@co.linn.or.us; Scott.Seaton@pacificorp.com; jeff.r.lehmeyer@usps.gov; scott.shepherd@jeffersonfire.org; LaBelle, Chris <chris.labelle@cityofalbany.net>; Janelle Booth <jbooth@cityofmillersburg.org>; Planning List <PlanningList@cityofalbany.net>
Subject: Request to review Millersburg project PA 18-02

The City of Millersburg is requesting your review of the attached project. Please see project transmittal for more information or contact me.

Matt Straite
City Planner
City of Millersburg
541-928-4523

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Matt Straite

From: Martineau, David <David.Martineau@cityofalbany.net>
Sent: Thursday, April 05, 2018 8:10 AM
To: Matt Straite
Subject: FW: Request to review Millersburg project PA 18-02
Attachments: PA 18-02 Agency Notice.doc.pdf

Matt,

Thank you for the opportunity to review project PA 18-02. The City of Albany has no comments or concerns.

Thanks,

David

David Martineau, AICP, CFM, Lead Current Planner
City of Albany Community Development Department
PO Box 490, Albany, Oregon 97321
Phone: (541) 917-7561; FAX: (541) 917-7598
david.martineau@cityofalbany.net
<http://www.cityofalbany.net/>

From: O'Neil, Edie
Sent: Thursday, April 5, 2018 8:06 AM
To: Planners <Planners@cityofalbany.net>
Subject: FW: Request to review Millersburg project PA 18-02

EDIE O'NEIL
Community Development
Administrative Assistant

From: Matt Straite <mstraite@cityofmillersburg.org>
Sent: Wednesday, April 4, 2018 4:49 PM
To: corcutt@linnsheff.org; dsterling@co.linn.or.us; Billers@nwnatural.com; sflickinger@co.linn.or.us; jseale@co.linn.or.us; Scott.Seaton@pacificcorp.com; jeff.r.lehmeyer@usps.gov; scott.shepherd@jeffersonfire.org; LaBelle, Chris <chris.labelle@cityofalbany.net>; Janelle Booth <jbooth@cityofmillersburg.org>; Planning List <PlanningList@cityofalbany.net>
Subject: Request to review Millersburg project PA 18-02

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Matt Straite

City Planner
City of Millersburg
541-928-4523

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TO: Matt Straite, City Planner

FROM: Janelle Booth, Millersburg City Engineer

DATE: April 25, 2018

SUBJECT: PA 18-02 Samaritan Partition - Engineering Comments

Engineering has reviewed the above project and has the following comments:

1. Proposed Parcels 1 and 2 must connect to city water and sewer when facilities are placed on the parcels. City water and sewer are available in Old Salem Road. Applicant shall be responsible for all costs associated with making utility connections.
2. All public infrastructure, including roads, water, sewer, and storm drainage, must be submitted for review and approval by the City of Millersburg through a Private Construction of Public Infrastructure permit. All work within the public right-of-way shall be designed by a licensed engineer and performed by a licensed contractor in conformance with the Albany Standard Construction Specifications as adopted by the City of Millersburg.
3. The Final Plat shall include any required access or utility easements.
4. All agreements required as conditions of this approval must be signed and recorded.
5. Wetlands and FEMA floodplain are present on the site. Work within wetlands and floodplain is subject to the requirements of the Authority Having Jurisdiction (AHJ).
6. This approval does not negate the need to obtain permits, as appropriate from other local, state or federal agencies, even if not specifically required by this decision.

Matt Straite

From: Seale, Jett <jseale@co.linn.or.us>
Sent: Friday, April 06, 2018 3:34 PM
To: Matt Straite
Subject: RE: Request to review Millersburg project PA 18-02

Hi Matt,

This looks fine from my standpoint. There's a wide range of addresses available for those lots, so that shouldn't be a problem.

Regards,

Jett

Jett Seale
GIS Analyst
Linn County GIS Dept.
P.O. Box 100
Albany, OR 97321
541-812-8762
jseale@co.linn.or.us

From: Matt Straite [<mailto:mstraite@cityofmillersburg.org>]
Sent: Wednesday, April 04, 2018 4:49 PM
To: Orcutt, Cathy (SO); Sterling, Derrick; Billers@nwnatural.com; Flickinger, Sandie; Seale, Jett; Scott.Seaton@pacificcorp.com; jeff.r.lehmeyer@usps.gov; scott.shepherd@jeffersonfire.org; Chris.LaBelle@cityofalbany.net; Janelle Booth; planninglist@cityofalbany.net
Subject: Request to review Millersburg project PA 18-02

The City of Millersburg is requesting your review of the attached project. Please see project transmittal for more information or contact me.

Matt Straite
City Planner
City of Millersburg
541-928-4523

Matt Straite

From: CATHY ORCUTT <corcutt@linnsheiff.org>
Sent: Thursday, April 05, 2018 8:26 AM
To: Matt Straite
Subject: RE: Request to review Millersburg project PA 18-02

Matt,

Its all good with me!
Cathy

From: Matt Straite [<mailto:mstraite@cityofmillersburg.org>]
Sent: Wednesday, April 4, 2018 4:49 PM
To: CATHY ORCUTT <corcutt@linnsheiff.org>; dsterling@co.linn.or.us; Billers@nwnatural.com; sflickinger@co.linn.or.us; jseale@co.linn.or.us; Scott.Seaton@pacificcorp.com; jeff.r.lehmeyer@usps.gov; scott.shepherd@jeffersonfire.org; Chris.LaBelle@cityofalbany.net; Janelle Booth <jbooth@cityofmillersburg.org>; planninglist@cityofalbany.net
Subject: Request to review Millersburg project PA 18-02

The City of Millersburg is requesting your review of the attached project. Please see project transmittal for more information or contact me.

Matt Straite
City Planner
City of Millersburg
541-928-4523

Matt Straite

From: Seaton, Scott <Scott.Seaton@pacificorp.com>
Sent: Wednesday, April 04, 2018 5:17 PM
To: Matt Straite
Subject: RE: Request to review Millersburg project PA 18-02

Looks fine. Scott

From: Matt Straite [<mailto:mstraite@cityofmillersburg.org>]
Sent: Wednesday, April 04, 2018 4:49 PM
To: corcutt@linnsheiff.org; dsterling@co.linn.or.us; Billers@nwnatural.com; sflickinger@co.linn.or.us; jseale@co.linn.or.us; Seaton, Scott <Scott.Seaton@pacificorp.com>; jeff.r.lehmeyer@usps.gov; scott.shepherd@jeffersonfire.org; Chris.LaBelle@cityofalbany.net; Janelle Booth <jbooth@cityofmillersburg.org>; planninglist@cityofalbany.net
Subject: [INTERNET] Request to review Millersburg project PA 18-02

**** STOP. THINK. External Email ****

The City of Millersburg is requesting your review of the attached project. Please see project transmittal for more information or contact me.

Matt Straite
City Planner
City of Millersburg
541-928-4523