

Sarah Sameh & Jay Reeck
230 Strawberry Lane
Ashland, Oregon, 97520

March 25, 2025

Ashland Planning Commission
Ashland Community Development Department
51 Winburn Way
Ashland, OR 97520

Subject: Rebuttal Regarding Planning Action PA-T2-2024-00053: 231 Granite St.

Dear Ashland Planning Commission,

We are writing during the rebuttal period to respond to comments submitted between March 11 and March 18, 2025 regarding the proposed land use application PA-T2-2024-00053 for the construction of a new single-family residence at 231 Granite Street. The rebuttals below are in sequence as encountered in the online submittal presentation, "Public Comments from Parties-of-Record Received Between 3/11/25 - 3/18/25 (PDF)."

First, we would like to extend our gratitude to the Ashland Planning Commission, having responsibility to the City Council for citizen involvement. Specifically, Ashland Municipal Code 2.17.070 assigns the Planning Commission the power and duty to promote and enhance citizen involvement in land use planning and assist the implementation of citizen involvement in land use planning.

Amy Gunter Letter

#1

The memo notes that the applicant has modified the design of the house to include required 6-foot setbacks. The note states that the house square footage is thereby reduced by 44 square feet. We note that the plans showed a pre-existing square footage of 6,046. This decrease to 6,002 square feet represents a reduction of 0.7% in square footage. The attached revised plans indicate the square footage has decreased to 5,945 square feet. Either the plans or the calculations continue to be inaccurate.

#2

The downhill vertical wall height has not been adjusted to be less than 20 feet. The design has not been altered and is still out of compliance with ALUO 18.3.10.090 E. 2. c. per the Planning Department's notice at the March 11 public hearing. The plans clearly show that the vertical surface on the downhill above grade wall is 21.33 feet. Whether the vertical surface is wall or fascia is immaterial.

#3

The applicant addresses the requested variance for the driveway. For reasons previously articulated due largely to driveway access issues, we contend and maintain that the lot is not buildable. Also, as previously articulated, we dispute the claim that the driveway is under 200 feet on the property. The applicant's stated length of driveway is unclear: 153 feet in the engineering report in the initial application, 197 feet in the graphic representation in the initial application, 183 feet in the March 17 document, 192 feet in the site plan in their new packet additions, and 223 feet in the new engineering information. As the applicant makes clear in the March 17 submittal, they are asking for a Type II variance for a slope steeper than 15% – and indeed steeper than 18% – and for a driveway length greater than 200 feet with excessive slope. The applicant states that the proposed grade and length are the sole options and the minimum necessary to comply with the criteria of the ALUO. The proposed grade and length of the driveway actually **do not** comply with the criteria. The applicant's statement is misleading.

The applicant refers to included correspondence from 1992 when the City of Ashland recognized the property as a legal lot and provided an access easement. They also refer to correspondence in 1993 from City of Ashland staff recognizing that driveway development would require a variance. We note that the 1992 and 1993 correspondence did not imply or guarantee that a variance would be granted. The letters do not in any way suggest that the lot has guaranteed access in perpetuity.

The letter to Ms. Rapp in 1992 from Acting Planning Director of the City of Ashland, John McLaughlin, did not guarantee or imply access ON the subject property. His letter to Ms. Rapp indicates that the EASEMENT from Granite Street to the property could be used to access the landlocked lot, and only if an easement agreement was created. The excessive slope he refers to is on the easement access road. In no way does his letter indicate that a driveway on the subject property was approved. In fact, TL 1800 did not legally exist at the time of the letter because a minor land partition survey and approval was still needed to remedy an illegal lot boundary line adjustment.

Acting Planning Director John McLaughlin's 1992 letter to Ms. Rapp also notes that the parcel is still subject to development requirements regarding driveway surfacing and hydrant/sprinkler requirements. This letter from 32 ½ years ago didn't have the proverbial crystal ball to know about the ordinances in force in 2025 or about the extreme wildfire conditions we now face in the Ashland wildland-urban interface.

Furthermore, the Planning Commission should note that the 1993 letter from John McLaughlin to Mr. Stout (in the packet) noted that at that time, no variance request had withstood appeal to the Land Use Board of Appeals. The letter to Mr. Stout also indicates that opinion from neighbors on Granite Street and Strawberry Lane will carry significant weight regarding the outcome of variance requests for this property. We hope the Planning Commission rightly and genuinely weighs opinions from such neighbors.

Ms. Gunter posited that the need for the variance for the driveway is not self-imposed. As she noted, the current owner purchased the property with information that has been on file with the City for over three decades, which clearly explains that access to the lot is non-compliant with city ordinances. The same instructive document indicates that a variance would be needed in order to obtain permission to construct a driveway up the flag portion of the lot. Furthermore, current Ashland Municipal Codes are publicly available and were available at the time of the owner's purchase. The owner did not create the lot. The owner has created the need for the variance by purchasing the lot and submitting non-compliant plans, knowing that the conditions and ordinances were pre-existing. The Planning Commission is not required to grant a variance. As the Planning Director for the City of Ashland wrote in 1993, "Variances are the most difficult land use process for which to obtain approval."

#4

There have been several critical errors in the tree maps provided. Of particular note is the specimen 36" DBH Pacific Madrone that was not disclosed on the initial plan. This is one of the trees that has been of great concern to neighbors on adjacent properties. The tree now appears in the revised tree map provided by the applicant on March 17 and is slated to be removed. It is difficult to fathom how this enormous and stately tree – in the path of the driveway – was not disclosed or included in the initial tree map. In addition to this significant tree, the applicant states that the removal of four other significant trees won't affect or create negative impact within 200 feet of the subject property. On the contrary, the applicant's plan to remove tree #68, tree #71, and the 36" DBH Pacific Madrone does, in fact, cause significant adverse impact within 200 feet of the subject property because all of these trees are partially on a neighboring tax lot (ALUO 18.5.7.040 B. 2. c.). As a side note, the initial survey for the project misplaced the eastern border of Tax Lot 700 by six feet too far westerly. The revised map lists the address for Tax Lot 700 as 234 Granite Street when it is actually 234 Strawberry Lane.

At the hearing, Ms. Gunter said that the applicant would move the driveway to allow more room for protection of yet another 36" DBH Pacific Madrone, located just north of the property line adjacent to the retaining wall and parking portion of the driveway. No revised plans were submitted. The plans in the initial packet show the tree protection fence 10 feet from this tree and an excavated area with a retaining wall 12 feet from this tree. Best practices for fencing to protect a critical root zone (CRZ) use a *radius* of 12 x DBH. In this case, that would be a 36-foot radius around this 36" Pacific Madrone. Ten to twelve feet from a 36" DBH tree is *well below* the general standards of protection for a CRZ and will likely lead to damage of this significant tree. ALUO 18.4.5.030 C. 1. states that "Chain link fencing...shall be installed at the edge of the tree protection zone or dripline, whichever is greater..." Furthermore, ALUO 18.4.5.030 C. 6. states that "No excavation, trenching, grading, root pruning, or other activity shall occur within the tree protection zone unless approved by the Staff Advisor." The applicant's tree protection plan and map, as explained above, do not adhere to these standards or best practices, putting tree health at risk.

The applicant should revise the tree protection plan to comply with these ALUOs and protect critical root zones.

Other

The applicant acknowledged that the lot was created before hillside standards were adopted, illustrating that it is not an inherently buildable lot. They note that "flexibility" is a necessity for their plan. Flexibility here appears to be the luxury of non-compliance, which is being requested of the Planning Commission. Again, ordinances exist for a reason – for the safety and preservation of our community and citizens, all worthy of our communal respect.

Ms. Gunter stated repeatedly that the proposed lot coverage is only 10%, while 20% is allowed. This is a misleading statement, implying that the applicant is only using half of the land that could potentially be developed on the subject property. Twenty percent coverage is not possible on this lot, given the constraints. The suggestion that the applicant has minimized the footprint of the project is a false narrative, likely written to create the impression that the proposed plans are less impactful on the land and environment. The presented narrative does not demonstrate that all measures have been taken to reduce the impact. Such measures previously suggested by parties-of-record include a plan with a smaller structural footprint, less outdoor hardscape, less terracing, and no pool.

Brandon Goldman Letter

Driveway

Mr. Goldman notes that the City, nearly three decades before the owner acquired the property, made clear that: 1. Development of the driveway would need to meet Ashland Fire Department's requirements regrading fire hydrants and sprinklers, and 2. A pump station and fire hydrant may need to be installed to comply with Uniform Fire Code. The applicant has not shown compliance with these requirements in the documents. Fire hydrant #2192, which the applicant references on a neighboring property, is greater than 600 feet from the proposed house (per the application diagram in the March 17, 2025 documents, it measures 640 feet from the closest edge of the house) and is more than 12 feet from the fire department access road (it appears to be about 200 feet from the fire department access road on the same diagram). The distance of greater than 600 feet from the house does not comply with the Planning Department's suggested condition of a fire hydrant within 600 feet of the proposed house. The distance of greater than 600 feet from the house and the distance of significantly greater than 12 feet from a fire department access road are each out of compliance with National Fire Protection Association regulations. (See addendum for more information on Uniform Fire Code regulations NFPA 1 and NFPA 13.)

Mr. Goldman's letter points out that the current Physical and Environmental Constraints Review Ordinance was implemented after the 1992-1993 correspondence. He shows that the pre-existing

correspondence is therefore not instructive on compliance with current ordinances, as it could not have possibly addressed barriers to permitting and construction that did not exist at that time.

Mr. Goldman implies that the driveway design ensures compliance with safety and accessibility requirements, but no such safety and accessibility requirements are cited. Intuitively, a driveway exceeding allowed variances is unsafe and impedes accessibility due to the nature of slope up to 25% (see applicant's engineering documents in the March 17, 2025 submission) and length well over 200 feet. Ordinances exist for safety and accessibility. Therefore, non-compliance with ordinances, by definition, does **not** comply with safety and accessibility requirements. Unmentioned in this section is the fact that safety and accessibility are further compromised by the lack of a required emergency vehicle turnaround (see our correspondence dated March 18, 2025 for detailed references).

Home Size

Complete plans were not initially included in the publicly available materials before the March 11 hearing. Plans shared at the March 11 hearing showed a home size of 6,046 square feet. The revised plans as of March 18 are 5,945 square feet. This and the extensive outdoor living area including a pool do not meet the spirit of ALUO 18.3.10.090 D. 3. b. (location and size of the building envelopes to preserve the maximum number of trees on site) or ALUO 18.3.10.050 C. (take all reasonable steps to reduce adverse impact on the environment...irreversible actions shall be considered more seriously than reversible actions).

Design Exceptions

The staff does not point out that decreasing the size and footprint of the house and decreasing the ceiling height on each story could bring the home into compliance with the requested exceptions under 18.3.10.090 H. The exceptions should not be granted under 18.3.10.090 H. Criterion 1 is not met: there is no difficulty in changing the plans to achieve less square footage and less height on the downhill vertical wall due to an unusual aspect of the site or proposed use of the site. Criterion 2 is not met: the exception of vertical height will not result in equal or greater protection of resources. Criterion 3 is not met: the difficulty is the design's size, not the constraints of the property. The exception doesn't address any development difficulty. Criterion 4 is not met: the intention is not consistent with the intent and purpose of said ordinance. The exception is only needed because of the submitted design.

Staff Evaluation

The staff writes that the design, including the building size, patio area, and pool, minimize site disturbance. This statement is misleading. Site disturbance and tree removal, in accordance with ALUO 18.3.10.090 D. 3. b. and ALUO 18.3.10.050 C., could be and should be minimized with a design that includes a smaller building, less hardscaping and patio, and no pool.

Planning Manager Derek Severson Memo Regarding Select Public Comments

Needed Housing

The Planning Commission should determine that the housing – a nearly 6,000 square foot single-family home on this subject property is not "needed housing." That notion is absurd and disingenuous. Needed housing, as demonstrated by City of Ashland publications and initiatives, is affordable housing: apartments, multifamily units, ADUs, and some reasonably affordable single-family homes. The proposed project does not meet the definition of needed housing in our community.

This lot has never been built on because of its physical constraints and lack of access. The Planning Commission should determine that benefits of building a non-compliant steep and long driveway to reach a very large single-family home with extensive hardscaping and a pool is **not greater** than the **negative impacts** of building an extremely steep and long driveway (requiring significant tree removal and skirting requirements for an emergency turnaround) that demands a Type II variance.

City of Ashland Prior Agreement Regarding Subject Property

Our previous correspondence stated, "the City of Ashland *had* entered an agreement to purchase the subject property to preserve its natural state..." The Planning Manager responds that, "The City has not entered into an agreement to purchase the property to preserve it in its natural state." We did not mean to assert that the City is currently in an agreement to purchase the property. Rather, we attempted to illustrate the value of the natural state of the property, just as the City did with its prior orchestration of an agreement to purchase the property. Obviously, the agreement did not come to fruition.

ALUO 18.5.5.050 A. 4. Self-Imposed Condition

The memo response does not refute the self-imposed nature of the requested variance. It simply refers to statements in the 1992 and 1993 correspondence about the lot without making any particular point. The memo erroneously suggests that the correspondence noted that the access driveway on the lot would exceed grade requirements. As we explained above, the correspondence actually indicates that the excessive grade already existed on the shared access road which would be used to reach the subject lot. For more information about this correspondence, see rebuttal remarks regarding this correspondence above in the Amy Gunter Letter section.

As previously articulated, the new owners made a conscious choice to knowingly purchase the subject property with challenging conditions which would require a variance. The conditions were self-imposed with the elective purchase. The purchase was not willfully forced upon the new owners. At the time of purchase, and currently, there are many other property options available in and near the City of Ashland to build the house and yard of their preferred design.

Emergency Turnaround ALUO 18.5.3.060 J.

The application does not include the ordinance-required emergency turnaround. The memo implies that an email from Fire Marshal Mark Shay, in which he writes, "...for an alternate to the fire department turnaround I'll consider a turnout designed to Jackson County Development standards..." fulfills this requirement. It does not, as explained in our March 18, 2025 letter.

Pool as a Water Source for Firefighting

The memo indicates that the pool is cited as a water source for fighting fire. A dry hydrant or fire department connection should be present near the pool to ensure easy use of the water source. These features aren't in the applicant's plans. If the firefighters need to set up a submersible or floating pump in the pool, it will add time to their response to the fire. In addition, there should be easy access to the pool for the firefighters. In the current plan, the pool is positioned at the far end of the house, away from the driveway. Presumably the metal fence in the plans would have a lock to prevent children and animals from easy entry into the pool area. Both of these features impede use of the pool as a plausible and accessible water source. If these modifications aren't addressed and/or if the Fire Marshal has concerns about it, the pool may not be a legitimate or reliable water source for fire suppression.

Rebuttal Summary and Conclusion

It is worth noting that there have been multiple inaccuracies and missing documentation in the applicant's supplied information. The publicly available documents before the March 11 public hearing did not include architectural floorplans for the house, which disclosed its dimensions, square footage, and design. The publicly available documents before the March 11 public hearing did not include a schematic of the fire hydrant location. Non-compliant tree protection zones appear in the plan without requests for exceptions. Important distances and measurements relevant to municipal codes have been difficult or impossible to ascertain from the applicant's supplied information. The driveway length, for instance, has been stated or diagrammed in multiple places with different values, making a reasonable assessment by the public or Commission very difficult. Some information was not provided until its absence and importance was pointed out by the public or Commission, such as the distance to the fire hydrant; the presence of an additional tree, and the need for said existing tree to be removed; a neighboring significant tree impinged upon by the driveway and excavation plan; an out-of-compliance retaining wall due to vertical height and lack of setback; and excessive vertical downhill wall height. Furthermore, misleading statements and misleading attributions have been identified throughout the application process: suggesting the 1992-1993 correspondence conferred driveway access on the subject property; using verbiage to suggest that the driveway slope and length comply with ordinances; implying that the proposed development is only disturbing half of the land arguably available for a building envelope; and suggesting that the design, including the building size, patio area, and pool, minimize site disturbance.

The applicants and staff may argue that the misattributions and missing documentation occurred because of the complexity of the project and the challenges the subject property presents. They would be partially correct in their assertions: this is a challenging, steep, landlocked property, and it is one with hillside ordinance and wildfire ordinance constraints. We appreciate the inherent complexities. However, the pre-existing conditions don't excuse the non-compliant, confusing, or misleading information. The applicant carries the burden and responsibility of demonstrating compliance and beneficial intent to the public, Planning Department, and Planning Commission.

Responses from Ms. Gunter, Mr. Goldman, and Mr. Severson do not show that the application complies with the ordinances in letter or in spirit and intent. In addition to the rebuttal above, please consider our previous written testimony as well as that of our neighbors and fellow citizens of Ashland. We have learned of and heard from many Ashland residents who are very concerned about this development and were either unaware of the hearing or are loath to speak up due to the influential nature and/or funding apparatus of the applicants. One of our intentions in this process is to help represent other voices in our community.

The Planning Commission is endowed with the power and duty to assist the implementation of citizen involvement in land use planning, hence this thorough and powerful process with public engagement and discourse. Remember the words of John McLaughlin, that variances are the most difficult land use process for which to obtain approval. As citizens of Ashland, we entrust you, the members of the Planning Commission, to follow the guiding principles and intent of the established Land Use Ordinances. We hope you read, hear, feel, and respect the input of concerned and interested neighbors and members of your community.

With appreciation and respect,

Jay Reeck and Sarah Sameh

Addendum: Uniform Fire Code and PA-T2-2024-00053

The National Fire Protection Association Code 1 (NFPA 1) 2024 is a fire code providing a minimum set of requirements for a reasonable level of fire and life safety.

Hydrant Distance

NFPA 1 recommends a location within 600 feet of a single-family home. This requirement is not met with the applicant's current plan, referencing Hydrant #2192, located on a different tax lot (237 Granite Street) on the access road from Granite Street. It is shown to be 640 feet from the proposed house on the applicant's diagram provided in the March 17 packet.

Hydrant Access

NFPA 1 states that hydrants must be within 12 feet of the fire department access road. This requirement is not met with the applicant's current plan, referencing Hydrant #2192. According to the applicant's diagram provided in the March 17 packet, the hydrant location appears to be over 200 feet from the easement driveway from Granite Street to the subject parcel, which serves as the fire department access road.

Hydrant Fire Flow

NFPA 1 outlines the fire flow (appropriate gallons per minute for distance from the structure for typically a 2-hour duration, appropriate to the type of structure). NFPA 13 indicates that additional flow is needed to support the sprinkler system in addition to the fire departments hose requirements. While it may be outside the Planning Commission's purview, the lack of information about adequate fire flow for the proposed development is highly concerning.

Michael Sullivan

From: Michael Sullivan
Sent: Tuesday, March 25, 2025 3:55 PM
To: Michael Sullivan
Subject: FW: 231 Granite St. application comments

From: Leonard Eisenberg <evogeneao@gmail.com>
Sent: Tuesday, March 25, 2025 3:25 PM
To: City Managers Office <citymanageroffice@ashlandoregon.gov>
Subject: 231 Granite St. application comments

[EXTERNAL SENDER]

Greetings,

Regarding the memo submitted March 18, 2025 by Derek Severson, Planning Manager, in reply to comments submitted about 231 Granite St. PA-T2-2024-0005

We note that no mention is made of our comments, both written and in March 11, 2025 Planning Commission testimony, that:

Applicant's statement in their PA-T2-2024-0005 proposal "There are no slopes greater than 35 percent within the areas of proposed development" is false.

This is proved by the Site Slope Analysis Map 1 (pg 33 of PA-T2-2024-0005 proposal pdf) which shows four significant areas of slope greater than 35% within the proposed development envelope. Measurement of the areas of slope >35% within applicant's development envelope using applicant's Site Slope Analysis Map 1 (pg 33 of the pdf), determined a total of about 3327 square feet. This represents about 18% of the 18,738 square foot proposed development area.

Development Standards for Hillside Lands 18.3.10.090 clearly states that 'Slopes >35% are unbuildable', and a variance must be requested and granted to build. No request for such a variance was submitted by the applicant.

Development Standards for Hillside Lands 18.3.10.090 makes no mention of a minimum area of slope >35% which would trigger a variance requirement. It also makes no mention of 'the average slope' of a property. The meaning and intent of Development Standards for Hillside Lands 18.3.10.090 is clear; if any portion of a proposed development has a slope >35% a variance must be requested and granted before approval.

Even though the parcel TL 1800 was established prior to the Hillside Ordinance, the driveway variance requested by the applicant confirms their understanding that the Hillside Ordinance applies to the driveway for their proposed development. The slope requirement of Development Standards for Hillside Lands 18.3.10.090 therefore must also be applied.

If the City of Ashland will follow its own Code requirement as stated in Development Standards for Hillside Lands 18.3.10.090, a variance to the 35% slope standard must be submitted by applicant.

We also noted in our written and oral comments that:

Development Standards for Hillside Lands 18.3.10.090 requires satisfaction of all four conditions from 18.3.10.090 H to grant a variance to develop hillside lands >35% slope, and that applicant's proposal could not meet criterion #2 because the exception will NOT result in equal or greater protection of the resources protected under this chapter
or
criterion #3 because the exception is NOT the minimum necessary to alleviate the difficulty.

There is ample room to build on applicant's TL 1800 on slopes less than 35%.

We would appreciate it if the Ashland planning department included, and responded to, our current, and any future comments regarding PA-T2-2024-0005.

Sincerely
Len and Karen Eisenberg
223 Granite Street
Ashland, Oregon. 97520

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MARCH 25, 2025

TO: Ashland Planning Commission (planning@ashland.or.us)

FROM: Chris Hearn (chearn@davishearn.com)

RE: Applicants' Additional Evidence Responsive to "New Evidence"
Submitted During First Open Record Period
Planning Action: PA-T2-2024-00053
Applicants/Clients: Bryan & Stephanie DeBoer
Subject Property: 231 Granite Street (39-1E-08DA, Tax Lot 1800)

Dear Ashland Planning Commission,

Our firm represents applicants Bryan & Stephanie DeBoer ("Applicants") in connection with Planning Action PA-T2-2024-00053.

This is Applicants' second open record period submission. In response to "new evidence" submitted by neighbor-opponents during the Commission's first open record period (March 12-18), we attach the documents listed in the table below. Please include this memo the attachments in the record.

In compliance with the "7+7+7" open record schedule established by the Commission at the conclusion of its March 11 public hearing, we will submit Applicants' final written argument on April 1.

Respectfully submitted,
DAVIS HEARN ANDERSON & SELVIG, PC



Christian E. Hearn (OSB #911829)
chearn@davishearn.com

Attachments: listed below.

Attorneys for Applicants Bryan & Stephanie DeBoer

ATTACHMENTS

1.	Rebuttal Memo from Applicants’ consulting planner -- Amy Gunter of Rogue Planning & Development Services LLC (Addressing “new evidence” submitted by Opponent’s during Planning Commission’s first open record period).
2.	Applicants’ Proposed Condition of Approval for PA-T2-2024-00053 (Public Trail Easement for Ditch Trail Segment Crossing TL 1800)
3.	Public Trail Easement – Offered by Applicant as Condition of Approval in PA-T2-2024-00053.
4.	Applicant’s Driveway Easement – Providing Access from Granite Street to Applicant’s Tax Lot 1800 (Recorded on February 2, 1994, as Jackson County Doc. #94-04302)
5.	Screenshots of Applicant’s Driveway Easement Area from various survey maps.

(25 PAGES - INCLUDING THIS COVER MEMO)

cc: Michael Sullivan (michael.sullivan@ashland.or.us) (City of Ashland Planning Staff)
Bryan & Stephanie DeBoer (Applicants-Property Owners)
Amy Gunter, Rogue Development Services LLC (Applicants’ consulting planner)
Carlos Delgado (Applicants’ Architect)



March 25, 2025

RE: Applicant's Rebuttal
PA-T2-2024-00053

Dear Planning Commissioners and Planning Division Staff,

Please accept this letter as a rebuttal to the public comments received during the open record period before the Planning Commission's April 8, 2025, Public Hearing.

The proposed development complies with the standards for the development of a single-family residence on a legal, buildable lot with a private vehicle and utility access easement.

The property was created before the adoption of the Physical and Environmental Constraints Ordinance, Hillside Development Overlay and Design Standards criteria, and before the Severe Constraints Ordinance, which regulates the development of slopes that exceed 35 percent.

Development of land that exceeds 35 percent is not prohibited by ordinance, especially when the property pre-dates the current requirements. A geotechnical evaluation that determines whether the property is safe and stable for the proposed construction is required, and one has been provided.

The driveway grade and length of the proposed driveway exceed the standards; this necessitates a variance to the criteria from the Ashland Municipal Code to access the buildable lot. This need for a variance was acknowledged by the City of Ashland before the property was platted. There is no other option for access to this property.

Specific Rebuttals:

Tree Removal of Shared Trees:

As noted in the information provided during the new information period, a site survey performed by Phil Drossos of Terra Survey verified the location of the access and utility easement and the trees within and near the easement. A large-stature madrone (36-inch DBH Madrone) will be required to be removed as it is entirely within the legal access and utility easement (pg. 49 of 73; PA-T2-2024-00053_Public Comments Received before 03.18.25.pdf), this tree also straddles the property line of the adjacent property to the north, the McLaughlin Parcel 391E08DA TL700; 234 Strawberry Lane.

Three additional trees, a 10-inch DBH and 12-inch DBH, dual stemmed Madrone tree and a 16-inch DBH



Oak tree (Tree numbers 68 and 71, Sheet L0.3 (Tree Removal Plan), Applicant's original submittal) are shared between the subject property and the adjacent property to the north (McLaughlin Parcel TL700; 234 Strawberry Lane).

The impacts from the construction of the driveway within the access easement may have a substantial impact on the root zone of the Madrone trees and less impact on the Oak tree. The applicant will take all necessary steps, including excavation under the guidance of the project arborist, to reduce impacts to these trees by shifting the driveway to the southeast additional space will be provided between the trunk of the trees and the driveway in an attempt to preserve these trees that are shared between the two properties.

Horizontal Building Plane:

As noted in the new information provided by the applicant and submitted on March 18, 2025, an Exception to Hillside Design Standard AMC 18.3.10.090.E.2.d. was requested. *18.3.10.090.E.2.d. Continuous horizontal building planes shall not exceed a maximum length of 36 feet. Planes longer than 36 feet shall include a minimum offset of six feet.*

This exception has been eliminated from the east and south sides of the proposed structure through footprint and façade alterations that increase the offsets to six feet. This also reduces the floor area of the home by 44 square feet. (pg. 30 of 73; PA-T2-2024-0053_Public Comments Received before 03.18.25.pdf)

Building Height:

The proposed residence is cut into the hillside, greatly reducing the massing of the structure. At 15 feet above natural grade is substantially less than the maximum building height of 35 feet from natural grade allowed on hillside lands. The proposed building's downhill wall height also complies with the maximum downhill wall height of 20 feet from the natural grade. (Addressing Mr. Oursler's comments from pg. 23 of 73; PA-T2-2024-00053_Public Comments Received before 03.18.25.pdf)

Retaining Wall Height

The plans (Sheet L2.0) do not show a 22-foot-tall retaining wall as referenced in Sarah Sameh and Jay Reeck's comments (pg. 29 of 73; PA-T2-2024-0053_Public Comments Received before 03.18.25.pdf).

The wall height callouts (+14 TOW, +15 TOW, +22 TOW) on the driveway retaining wall to the north refer to heights relative to a benchmark for the drawing. The ACTUAL heights of the walls shown on the drawings are relative to adjacent surfaces (the driveway and planters). The actual heights: +14 TOW = 1-foot wall height above the driveway, +15 TOW = 2-foot wall height above the driveway, +22 TOW = 5-foot wall height above the planter (Sheet L2.0, Applicant's original submittal).

All retaining walls at the time of building permit submittal will demonstrate compliance with the standards of 18.3.10.090 B.4.b.



Grading:

The grading standard in 18.3.10.090.B.8.c. note that “Building pads should be of minimum size to accommodate the structure and a reasonable amount of yard space. Pads for tennis courts, swimming pools, and large lawns are discouraged. As much of the remaining lot area as possible should be kept in the natural state of the original slope.”

Based on the standards for development of hillside lands which require preservation of a certain percentage of the property to be retained in a natural state and that the applicant has taken all measures to reduce impacts to the subject property, the adjacent properties and the environment the development of the property substantially complies through the preservation of the property in a natural state (18.7 percent disturbance where 48 percent disturbance permitted (18.3.10.090.B.3)). The proposed lot coverage is substantially less than the 20 percent allowed in the rural residential zone. The number of trees proposed for removal is the minimum necessary to all for adequate wildfire hazards reduction and to allow for the development of a residential home and a functional outdoor patio area. The patio area which does include a pool is the area of disturbance for construction of the driveway and residence and does not increase the impact area of the development and the building pads is of minimum size to accommodate the structure and a reasonable amount of yard space with much of the remaining lot area as possible should be kept in the natural state of the original slope.

Thank you,

Amy

Amy Gunter

Rogue Planning & Development Services, LLC

Amygunter.planning@gmail.com

TO: Ashland Planning Commission

FROM: Bryan & Stephanie DeBoer (Applicants/Property Owners)

DATE: March 25, 2025

RE: Condition of Approval Proposed by Applicant/Property Owner
Granting a Public Trail Easement to the City of Ashland
Planning Action: PA-T2-2024-00053 (231 Granite Street)

1. **Background.** As you know, we are the owners of the property at 231 Granite Street (County Assessor's Map: 39-1E-08DA, Tax Lot 1800), which we purchased in December of 2023 ("Tax Lot 1800").
2. **Our Planning Application.** During 2024, through our agents, we submitted to the City's Planning Division our application requesting approval to construct a single-family home for our daughter and her family on Tax Lot 1800. Our application is currently pending as City of Ashland Planning Action PA-T2-2024-00053 (the "Application").
3. **The Ditch Trail.** Our Tax Lot 1800 is bisected by Talent Irrigation District's "Ashland Canal" – commonly known in the neighborhood as the "TID Ditch". Running along side the TID Ditch is the popular "Ditch Trail". Consistent with testimony provided at the Planning Commission's March 11 public hearing, like so many other members of the community, our family enjoys hiking on Ashland's trail system, which provides a treasured amenity to the public. We understand that, while the City of Ashland has secured and recorded public trail easements for other segments of the popular Ditch Trail, the City lacks a recorded easement securing perpetual public access for the segment of the Ditch Trail crossing our Tax Lot 1800.
4. **No Intention to Close the Trail.** We reiterate that it has never been our intention to close the portion of the Ditch Trail crossing our Tax Lot 1800. In fact, since purchasing the property in December of 2023, we repeatedly offered a trail easement to the City during April of 2024 (specifically, in communications with APRC's Rick Landt on or around 04/03/2024; and again during a meeting with APRC's Interim Director, Leslie Eldridge, on 04/16/2024). But the City never provided us with any easement documents.
4. **Additional Evidence Submitted During First Open Record Period.** In the Planning Commission's record is Planning Director Brandon Goldman's email dated March 14, 2025, sent in reply to Dr. Oursler's email of March 14, concerning the Ditch Trail easement issue. You will recall this trail easement was a topic of much public concern during the Commission's March 11 hearing, and the easement issue was repeatedly raised by many community members who commented on our application.

Planning Director Goldman's March 14 email to Dr. Oursler explains, in relevant part:

"...[T]he applicant/property owner has voluntarily proposed to dedicate a pedestrian access easement along the Talent Irrigation Ditch (TID) and is working with the Parks Department to facilitate this. Since the dedication is being made voluntarily, concerns about a potential violation of the Takings Clause of the Fifth Amendment and the Dolan v. Tigard case are not applicable in this case."

- 5. Applicant's Proposed Condition of Approval.** While a matter of legitimate public concern, we understand this trail easement issue to be unrelated to the City's land use standards and criteria applicable to the Planning Commission's review of our Application. We are requesting approval to build a home on an existing residential lot that was legally created with the City's approval in 1994. We are not seeking to partition or otherwise develop Tax Lot 1800, in any manner that might trigger a nexus/proportionality analysis under the so-called "Nollan/Dolan Test". As good neighbors, we hereby again confirm in writing our voluntary offer to provide the City with a perpetual public easement preserving this popular hiking trail for generations to come. To that end, we again formally offer the following proposed condition of approval in connection with our pending Planning Action PA-T2-2024-00053:

Proposed Condition of Approval re: Public Trail Easement: *"Prior to issuance of building permits for the proposed residence, applicants/property owners shall execute and deliver to the City a perpetual public trail easement in favor of the City of Ashland along the existing "Ditch Trail", which generally follows the Talent Irrigation District's (TID) "Ashland Canal" as it traverses the subject property (Tax Lot 1800). The public trail easement shall be in substantial conformance with the proposed draft "Public Trail Easement" submitted by Applicant during the Planning Commission's public hearing process, subject to approval and any final revisions required by City's Legal Department. Applicant shall also provide a centerline legal description of the Easement Area to be appended to the easement document, and reflectjng an easement area 10-feet in width and shall include the traveled portion of the existing Ditch Trail crossing the property. The public trail easement shall be signed by applicants/property owners and delivered to the City prior to issuance of a certificate of occupancy for the new dwelling. This condition was voluntarily offered by the applicants/property owners during the public hearing process in PA-T2-2024-00053,*

and is accepted by the Planning Commission as such; accordingly, said public trail easement is not an exaction required by the City, and is not subject to constitutional takings concerns or nexus/proportionality analysis.”

6. **Draft Public Trail Easement Attached.** Since the City’s APRC never provided one, **we attach Applicant’s proposed Public Trail Easement for the Planning Commission’s review.**

DocuSigned by:

12FAA43A57A5435...

Bryan DeBoer

Dated: 3/25/2025

DocuSigned by:

D8369E7E862743A...

Stephanie DeBoer

Dated: 3/25/2025

Record and Return to:
City Recorder, City of Ashland
20 East Main Street
Ashland, OR 97520

PROPOSED PUBLIC TRAIL EASEMENT
OFFERED BY APPLICANT AS A
CONDITION OF APPROVAL IN
PLANNING ACTION: PA-T2-2024-00053

Grantors:
Bryan & Stephanie DeBoer
85 Winburn Way
Ashland, OR 97520

Grantee:
City of Ashland
20 East Main Street
Ashland, OR 97520

(Space above for Jackson County Recorder's Use)

Actual Consideration Paid:
No monetary consideration

Send Tax Statements to:
No Change

PUBLIC TRAIL EASEMENT

THIS EASEMENT AGREEMENT ("Public Trail Easement") is made and entered into this _____ day of _____, 202____, by and between Bryan DeBoer and Stephanie DeBoer ("Grantors"); and the City of Ashland, Oregon, a municipal corporation ("Grantee" or "City").

RECITALS

- A. **WHEREAS**, Grantors are the owners of the real property commonly known as 231 Granite Street, Ashland, Oregon (Jackson County Assessor's Map ID: 39-1E-08DA, Tax Lot 1800)("Grantors' Property"), and more specifically described as:

Parcel 3 of Partition Plat recorded April 12, 1996, as Partition Plat No. P-43-1996 of Records of Partition Plats in Jackson County, Oregon, and filed as Survey No. 14932, in the Office of the County Surveyor.
("Grantors' Property"); and

- B. **WHEREAS**, Grantors submitted a planning application in City of Ashland Planning Action PA-T2-2024-00053 ("Grantors' Application"), seeking approval for the construction of a single-family residence, driveway access, and associated improvements on Grantors' Property, including a variance for driveway grade exceeding Ashland Municipal Code standards; and

- C. **WHEREAS**, Ashland Municipal Code 18.5.5.050.A.3 (Variance Approval Criteria) requires the City of Ashland to balance the overall benefits of the Application's proposal against any potential negative impacts to the community, thereby evaluating the "public benefit" resulting from granting such a variance in connection with approval of the Application, and whether it will further the purpose and intent of the ordinance and the Comprehensive Plan of the City; and
- D. **WHEREAS**, public testimony received by the Ashland Planning Commission in connection with Grantors' Applicant underscored widespread community interest in preserving and securing perpetual public trail access along the Talent Irrigation District's ("TID") "Ashland Canal" irrigation ditch corridor traversing Grantors' Property, which provides a crucial connection between Grantee's existing easements collectively known as the "Ditch Trail", as identified in the City of Ashland Trails Master Plan, and which functions as a component of the City's Open Space Plan, and as such is incorporated as a part of the City of Ashland's Comprehensive Plan; and
- E. **WHEREAS**, during the City of Ashland's Planning Commission public hearing on March 11, 2025, a number of community members testified concerning the importance of the City obtaining a recorded public trail easement across Grantors' Property to secure the public's right to continued recreational use of that segment of the popular Ditch Trail in perpetuity; and
- F. **WHEREAS**, at the Planning Commission's public hearing on March 11, 2025, Grantors verbally confirmed their willingness to dedicate to Grantee a perpetual public trail easement for the segment of the existing Ditch Trail traversing Grantors' Property, as was previously communicate to City's Ashland Parks & Recreation Commissioners during April of 2024; and
- G. **WHEREAS**, Grantors thereafter formally confirmed in writing their intent to offer dedication of a Public Trail Easement to the City as a binding condition of approval of Grantors' Application, thereby satisfying in substantial measure the public benefit criterion under AMC 18.5.5.050.A.3, and demonstrating that the public benefits of approving the variances requested in Grantors' Application substantially outweigh any potential negative impacts, and directly further the intent of City's Comprehensive Plan by permanently securing a crucial public trail connection identified on City's Trails Master Plan, which is incorporated into City's Comprehensive Plan;

NOW, THEREFORE, for valuable consideration in the form of City's conditional approval of Grantors' Application, and for the public benefit described above, the parties agree as follows.

AGREEMENT

- 1. Grant of Easement.** Grantors hereby grant to Grantee (the City of Ashland), its successors and assigns, a perpetual, non-exclusive easement in gross for public pedestrian recreational trail use (the “Trail Easement”), across and upon the Easement Area described herein. The Trail Easement shall be recorded against and shall run with title to the servient estate (Grantors' Property), and shall be binding on Grantors, and Grantors' successors, assigns, heirs, and all subsequent owners of Grantors' Property (the "Trail Easement"). Said Trail Easement shall be 10 feet in width, and shall run upon, over, and across Grantor's Property generally parallel to the existing Talent Irrigation District canal which traverses Grantors' Property in the location of the existing “Ditch Trail”. The legal description of the Easement Area setting forth the specific location and boundaries of the Trail Easement granted herein is attached hereto as **EXHIBIT A** (the “Easement Area”).
- 2. Purpose and Use.** The Trail Easement is granted solely for purposes of public pedestrian access, walking, hiking, running and similar recreational use and enjoyment by the general public. The Trail Easement expressly does not grant any rights for vehicular or motorized use or uses other than public pedestrian use of the Trail Easement within the Easement Area described in attached EXHIBIT A.
- 3. Grantee's Rights.** Grantee shall have the right to construct, reconstruct, install, use, operate, inspect, maintain, repair, remove and replace a hiking trail for use by the public within the Easement Area. Grantee shall have the right to install any reasonable trail signage or fencing within the Easement Area.
- 4. Grantors' Rights.** Grantors retain the right to use and enjoy the Easement Area in any manner that does not unreasonably interfere with or impair the public's right to use and enjoy the Trail Easement established herein. Grantors shall not build or erect any structure within the Easement Area without the prior written consent of Grantee.
- 5. Maintenance and Repair.** Grantee shall be solely responsible for the reasonable maintenance and repair of the Easement Area, including maintenance necessary to ensure safe public use.
- 6. Liability and Indemnification.** To the maximum extent permitted by the Oregon Constitution and the City of Ashland's Charter, Grantee shall, within the limits of the Oregon Tort Claims Act, indemnify and defend Grantors against any liability or damage to persons or property arising from the public's use of the Trail Easement under this agreement. Grantee shall not be required to indemnify

Grantors for any liability arising from the wrongful acts of Grantors or the employees or agents of Grantors.

7. Perpetual Easement. This agreement shall be perpetual in duration and shall run with the land. It shall be binding upon Grantee and Grantors and their successors, assigns; including any heirs, and personal representatives in title to Grantors' Property.

8. Prior Encumbrances. This Easement is granted subject to all prior existing easements and other encumbrances of record affecting title to Grantors' Property.

IN WITNESS WHEREOF, Grantors and Grantee have executed this agreement as of the date first set forth above.

GRANTORS:

Bryan DeBoer

Stephanie DeBoer

GRANTEE (City of Ashland):

By: _____

Title: _____

Approved as to Form:

Christian E. Hearn
Davis Hearn Anderson & Selvig, PC
Of Attorneys for Grantors

Douglas M. McGeary
City of Ashland Legal Department
Of Attorneys for Grantee

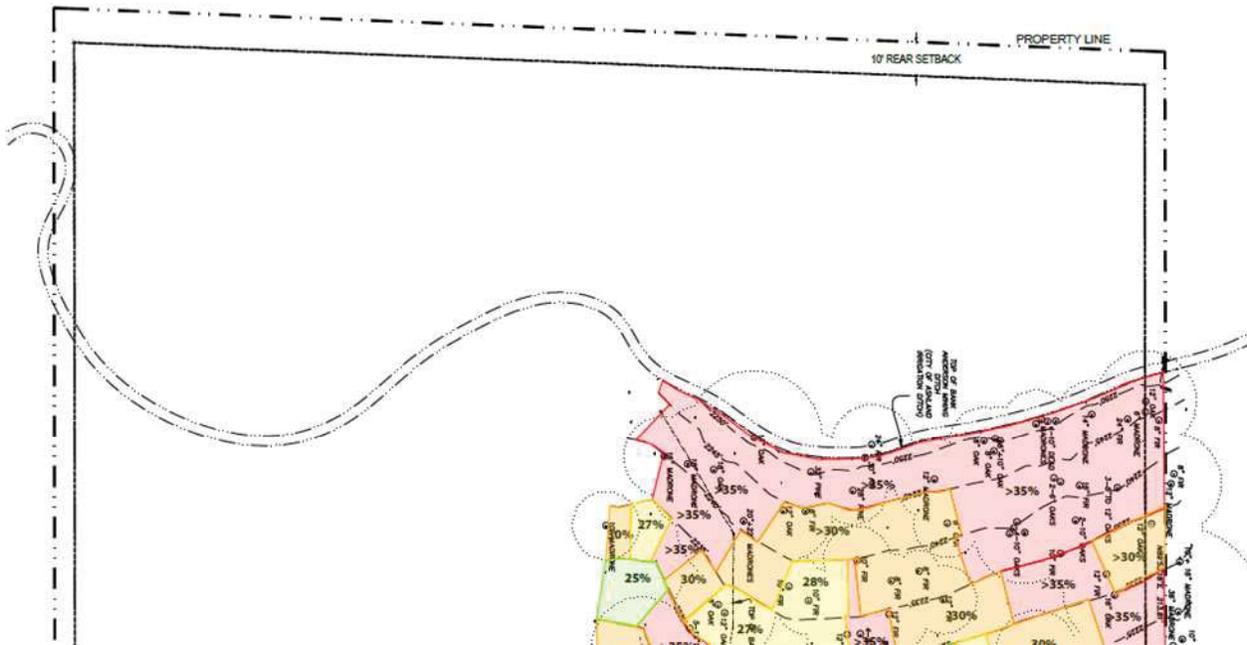
[NOTARY ACKNOWLEDGEMENTS ON FOLLOWING PAGE]

EXHIBIT A

("EASEMENT AREA")

[PROVISIONAL PLACEHOLDER]

[Note: Prior to recording, this provisional placeholder exhibit will be replaced with a final Exhibit A providing a legal description of the centerline of the 10-foot-wide "Easement Area" traversing Grantors' Tax Lot 1800. Said centerline legal description will be prepared by a licensed professional land surveyor, and will include the traveled surface of the existing hiking trail along the TID canal, which generally traverses Grantor's Property from East-West, as provisionally depicted in the diagram provided below.]



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AFTER RECORDING RETURN TO:

Carlyle F. Stout III
Attorney at Law
215 Laurel Street
Medford, OR 97501

THIS INSTRUMENT BEING RE-RECORDED TO CORRECT SCRIVENER'S
ERROR IN LEGAL DESCRIPTION

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT is made by and between **JAMES WARREN STRAUS** and **SHEILA STRAUS**, husband and wife, of Ashland, Jackson County, Oregon, hereinafter "Grantor", and **ADELAIDE BROWN** and **SANDRA L. RAPP**, of Ashland, Jackson County, Oregon, hereinafter "Grantee". The effective date of this agreement is the last date of the signature placed hereon of either Grantor or Grantee.

RECITALS:

WHEREAS, Grantor is the owner of certain real property located in Jackson County, Oregon, more particularly described on Exhibit "A" attached hereto and by this reference incorporated herein, commonly known as Jackson County Assessor's Map No. 39 1E 08DA, Tax Lot 700, Tax Lot 702 and Tax Lot 1200;

WHEREAS, Grantee is the owner of certain real property located in Jackson County, Oregon, more particularly described on Exhibit "B" attached hereto and by this reference incorporated herein, commonly known as Jackson County Assessor's Map No. 39 1E 08DA, Tax Lot 1800;

WHEREAS, Grantee does not have legal access to Tax Lot 1800 and WHEREAS Tax Lot 1800 was previously partitioned by Grantee's predecessor in interest without obtaining the approval of the City of Ashland;

WHEREAS, there is an existing road which runs off of Granite Street to Tax Lot 1800 which was historically used as access to Grantee's property; WHEREAS, there used to be a dwelling unit on Tax Lot 1800 which was accessed by said existing road; WHEREAS, Grantee believes that Grantee has an easement for ingress and egress to Tax Lot 1800 by means of prescription and/or by necessity; WHEREAS, Grantor disputes Grantee's claim of easement;

WHEREAS, the parties would like to resolve all disputes and differences concerning said easement and to provide access to Grantee's property;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereby agree as follows:

1. Grantor hereby grants to Grantee, their heirs, successors and assigns, a perpetual non-exclusive easement over and across a strip of land 15 feet in width, being 7.5 feet on either side of the following described center line:

Commencing at the intersection of the south line of the North Half of the ^{Northeast} Northwest Quarter of the Southeast Quarter of Section 8, Township 39 South, Range 1 East of the Willamette Meridian in Jackson County, Oregon and the westerly right of way line of Granite Street, thence South 89°54'24" West, along said south line, 321.50 feet to the southwest corner of that tract described in instrument recorded as No. 70-00870, Official Records of said County and State, thence North 0°01'21" East, along the west line of said tract, 23.31 feet to a point on the center line of that road

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easement described in instrument recorded in Volume 346 Page 378 Deed Records of said County and State, being also the true point of beginning; thence North 89°57'30" West 360.53 feet to a point on the west line of that tract described in instrument recorded as No. 88-07671 said Official Records; thence South 89°54'24" West 10.00 feet; thence South 42°17'38" West 32.71 feet to a point on the south line of that tract described in instrument recorded in Volume 129 Page 479 Deed Records for said County and State and the point of terminus of the center line described herein.

A diagram of said easement is depicted on Exhibit "C" attached hereto and by this reference incorporated herein. If any subsequent surveys of Grantor or Grantee's property indicating a discrepancy, the parties agree to execute whatever documents are necessary to effect the intent of this agreement which is to provide a 15 foot wide easement for access and utilities to Grantee's property. By signing this agreement, the Grantee does not agree that the property line between their respective properties is the survey line as disclosed on Exhibit "C" prepared by Edwards Surveying of Medford, Oregon.

2. The purpose of said easement is for ingress and egress and for the installation and maintenance of utilities. Said easement includes the right of ingress and egress for public or private emergency vehicles and for construction of an improvement upon Grantee's property. Grantee shall be responsible for restoring the road to the same condition which existed prior to the installation of the utilities.

3. Grantee shall pay Grantor, as consideration for this easement, the sum of Five Thousand Dollars (\$5,000) upon execution of this agreement, receipt of which is hereby acknowledged.

4. Grantor shall pave the easement area described above in Paragraph 1 to the specifications of the City of Ashland, Oregon, within 90 days of written notice of request to do the same by Grantee. Grantee shall be responsible for the completion of construction of the road from its present terminus to the end of the easement where it accesses Grantee's property and this construction must be done before Grantor has the obligation to pave the easement area as set forth in this paragraph.

5. If Grantor installs a water line on their property, then Grantor shall give written notice to Grantee prior to said installation and Grantee shall have the option to increase the size of the water line so that it will also serve Grantee's property and improvements thereon; however, Grantee shall be responsible and pay for any price increase concerning the same. Grantee shall notify Grantor of election of said option by giving Grantor written notice within twenty (20) days after receipt of Grantor's notice otherwise this option is waived.

6. Except as set forth herein, the maintenance and repair of the easement shall be pursuant to ORS 105.170 through 105.185 as said statute existed on the date of recording of this easement.

7. This easement is appurtenant to Grantee's property described on Exhibit "B" hereto, which is the dominant estate. This easement burdens Grantor's property described on Exhibit "A" hereto, which is the servient estate.

8. Any notice, whether required or not to be given under this agreement, shall be deemed given when actually delivered or when mailed to either party at their respective addresses given below if deposited in the U. S. Mails, Certified Mail, Return Receipt Requested or at any other address given by either party pursuant to this section.

Grantor: James Warren Straus and Sheila Straus
223 Granite
Ashland, OR 97520

Grantee: Adelaide Brown and Sandra L. Rapp
P. O. Box 131
Ashland, OR 97520

-2- EASEMENT AGREEMENT

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9. In the event either party takes any action, judicial or otherwise, concerning this agreement or any of its terms, the prevailing party shall be entitled to recover from the other party all expenses which it may reasonably incur in taking such action, including but not limited to costs incurred in searching records and taking and transcription of depositions, the cost of title reports, surveyors reports and foreclosure reports and attorney fees, whether incurred in a suit or action or appeal from a judgment or decree or in connection with non-judicial action.

10. No waiver of a breach of any covenant, term or condition of this agreement shall be a waiver of any other or subsequent breach of the same, or any other term, covenant, or condition, or as a waiver of the term, covenant or condition itself; nor shall such waiver require any notice of any kind to be given to reinstate the defaulted term, covenant or condition, or to make time and strict performance again of the essence.

11. The paragraph headings herein are intended only as a reference index and shall not control the interpretation or limit or enlarge the meaning of any term of this agreement. In construing this agreement it is understood that Seller and/or Buyer may be more than one person or entity and if the context so requires, the singular shall mean and include the plural, the masculine shall mean and include the feminine and neuter and all grammatical changes shall be made, implied and construed to apply equally to corporations, partnerships and individuals.

12. This easement applies to, inures to the benefit of and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, personal representatives, successors and assigns.

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year indicated below.

DATED: 1/21/94 James Warren Straus
James Warren Straus

DATED: 1-21-94 Sheila Straus
Sheila Straus

"Grantor"

DATED: 1-21-94 Adelaide Brown
Adelaide Brown

DATED: 1-21-94 Sandra L. Rapp
Sandra L. Rapp

"Grantee"

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STATE OF OREGON)
)ss.
County of Jackson)



Personally appeared the within named James Warren Straus and Sheila Straus and acknowledged the foregoing instrument to be their voluntary act and deed. Before me this 21 day of January, 1994.

Cynthia Skinner
Notary Public for Oregon
My Commission Expires: 9-23-97

STATE OF OREGON)
)ss.
County of Jackson)



Personally appeared the within named Adelaide Brown and Sandra L. Rapp and acknowledged the foregoing instrument to be their voluntary act and deed. Before me this 21 day of January, 1994.

Cynthia Skinner
Notary Public for Oregon
My Commission Expires: 9-23-97

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~~94-03366~~

Commencing at the east quarter corner of Section 8, Township 39 South, Range 1 East, Willamette Meridian, Jackson County, Oregon; thence South 660 feet; thence West 370.9 feet, more or less, to a point on the westerly line of Granite Street; thence North 05°30' West, along said westerly line, 120.0 feet, more or less, to the southeast corner of that tract described in instrument recorded in Volume 95, page 238, of the Deed Records of Jackson County, Oregon; thence West, along the south line of said tract, 361 feet, more or less, to the southwest corner thereof; thence North, along the west line of said tract, 209 feet, more or less, to the most northerly northeast corner of tract described in instrument recorded in Volume 129, page 479, said Deed Records; thence West, along said north line, 311.1 feet, to a 5/8" steel pin at the northwest corner of tract described in instrument recorded as No. 88-07671 of the Official Records of Jackson County, Oregon and the true point of beginning; thence North 89°54'24" West (Record West), along the north line of said tract described in Volume 129, page 479, said Deed Records, 220.0 feet; to a 5/8" steel pin at the northwest corner thereof; thence South 0°01'21" West 328.61 feet (Record South 327 feet) along the westerly line of said tract, to a 5/8" steel pin at the southwest corner thereof; thence East along the south line of said tract, 339.51 feet, more or less, to a 5/8" steel pin at the most southwesterly corner of that tract described in instrument recorded as No. 88-07671 of said Official Records, being a point on the westerly line of that easement road described in instrument recorded in Volume 346 page 378 of said Deed Records; thence North 19°30'00" East, along said westerly line, 21.23 feet, to a 5/8" steel pin; thence South 89°54'24" West, along the southerly line of said tract described in instrument recorded as No. 88-07671 said Official Records, 126.59 feet to a 5/8" steel pin at the west southwest corner thereof; thence North 0°01'21" East along the west line of said tract 308.61 feet to the true point of beginning.

(Code 5-1, Account #1-06068-1, Map #391E08DA, Tax Lot #700)

~~Commencing~~ at the east quarter corner of Section 8, Township 39 South, Range 1 East, of the Willamette Meridian in Jackson County, Oregon, thence South 660 feet, thence West 370.9 feet, more or less, to a point on the westerly line of Granite Street, thence North 05°30' West, along said westerly line, 120.0 feet, more or less, to the southeast corner of that tract described in instrument recorded in Volume 95 page 238, of the Deed Records of Jackson County, Oregon, thence West, along the south line of said tract, 361 feet, more or less, to the southwest corner thereof, thence North, along the west line of said tract, 209 feet, more or less, to the most northerly northeast corner of tract described in instrument recorded in Volume 129 page 479, said Deed Records, thence West, along said north line, 311.1 feet to a 5/8" steel pin, thence South 0°01'21" West 308.61 feet (Record South 307 feet, more or less) to a 5/8" steel pin, thence North 89°54'24" East 126.59 feet (Record easterly 130 feet, more or less) to a 5/8" steel pin on the westerly line of that easement road described in instrument recorded in Volume 346 page 378 said Deed Records, thence South 19°30'00" West, along said westerly line 21.23 feet to a 5/8" steel pin on the south line of said tract described in Volume 129 page 479, said Deed Records; thence East, along said south line, to the southwest corner of that tract described in instrument recorded as No. 70-00870 of the Official Records of Jackson County, Oregon, thence North, along the west line of said tract 79.54 feet to the northwest corner thereof, thence East, along the north line of said tract and the north line of that tract described in instrument recorded as No. 78-09163 said Official Records, 311.91 feet, more or less, to the westerly line of Granite Street, thence North 05°30' West, along said westerly line, to the true point of beginning.

~~1-06070-2~~

(Code 5-1, Account #1-~~06068-1~~, Map #391E08DA, Tax Lot #~~700~~)
(Code 5-1, Account #1-06074-5, Map #391E08DA, Tax Lot #1200)

EXHIBIT A

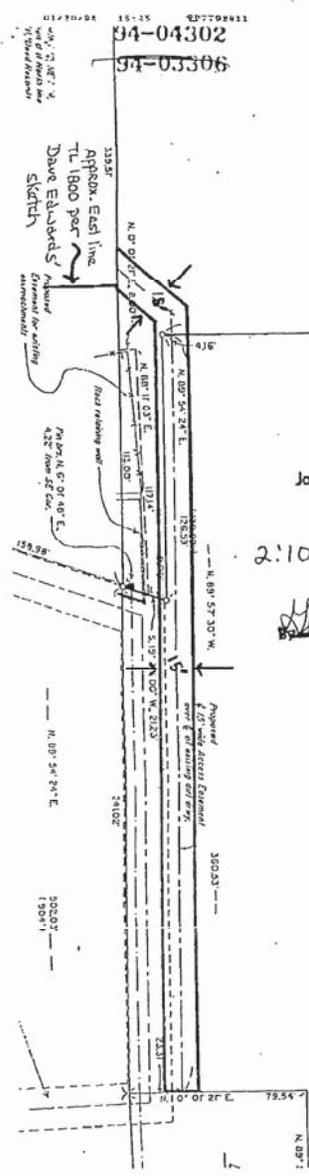
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Beginning at a point on the west line of the Northeast Quarter of the Southeast Quarter of Section 8, Township 39 South, Range 1 East, of the Willamette Meridian in Jackson County, Oregon, which point is 10 chains South and 20.15 chains West of the east quarter corner of said Section, thence East 297 feet, thence South 25 feet, thence West 163 feet, thence South 301.04 feet, thence West 135 feet, thence North 326.04 feet to the point of beginning.

(Code 5-1, Account #1-006081-8, Map #391ESDA, Tax Lot #1800)

6
EXHIBIT 6



JACK CO TITLE

1 of 161,229, Pt. 479
172 Acres

700

(307.00')
308.61

5.0' OF 21' W.

702.

Jackson County, Oregon
Recorded
OFFICIAL RECORDS
2:10 JAN 26 1994 P.M.
KATHLEEN S. BECKETT
CLERK and RECORDER
Kathleen Beckett Deputy

Doc. No. 88-07671

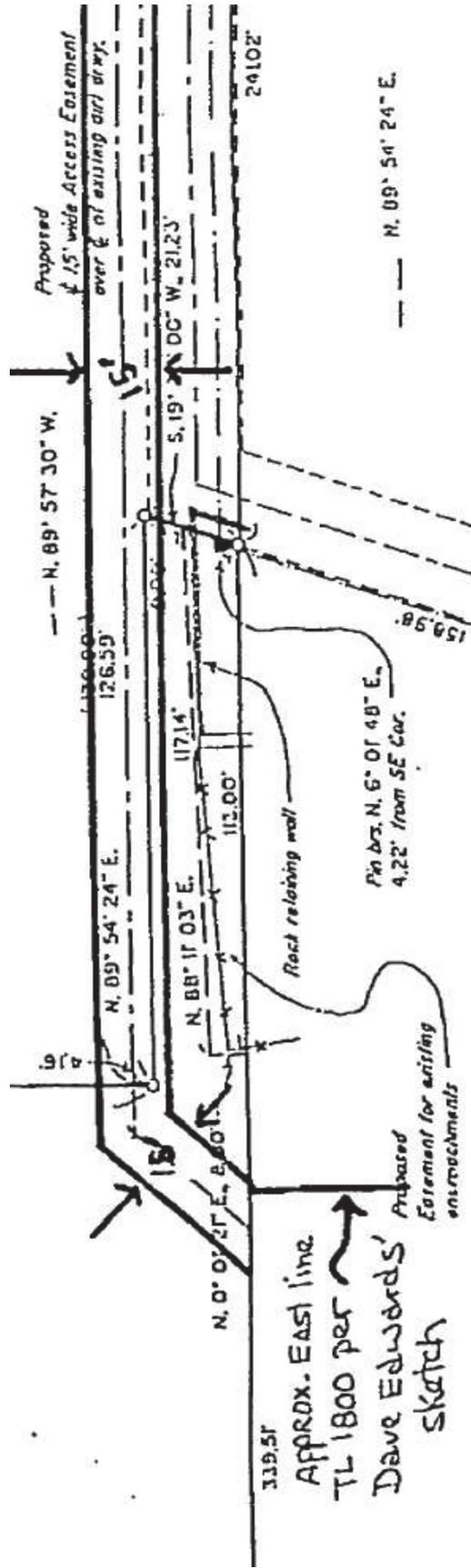
Jackson County, Oregon
Recorded
OFFICIAL RECORDS
2:10 FEB 02 1994 P.M.
KATHLEEN S. BECKETT
CLERK and RECORDER
Kathleen Beckett Deputy

PL 1147 - 100' x 150'
Area N. 12° 52' 32\"/>

EXHIBIT C

Submitted by Applicant in Response to New Evidence Submitted by Opponents on March 13, 2025 (Eisenberg); and March 18, 2025 (McLaughlin)

Screenshot of 15' wide Driveway Easement Area Depicted in Exhibit "C" to 01/21/1994 Easement Agreement between James & Shiela Straus (Grantors), and Adelaide Brown & Sandra Rapp (Grantees):



Screenshot of Surveyor Dave Edwards' Map of Survey for Grantee Sandra Rapp Dated 02/04/1994
(Survey No. 13901):

