

# Land Use Permit Application

Site Plan Review     Lot Line Adjustment     Partition     Subdivision  
 Conditional Use     Variance     Map Amendment     Text Amendment  
 Annexation     Vacation     Other, specify Zone change from public lands to general commercial

Please complete the following application. If any pertinent required information or material is missing or incomplete, the application will not be considered complete for further processing. If you have any questions about filling out this application, please contact staff at Lowell City Hall, phone (541) 937-2157, 107 East Third, Lowell.

**List all Assessor's Map and Tax Lot numbers of the property included in the request.**

Map# 19-01-11-33-06502 Lot # 06502  
 Map# \_\_\_\_\_ Lot # \_\_\_\_\_  
 Map# \_\_\_\_\_ Lot # \_\_\_\_\_

Street Address (if applicable): 484/570 N Moss St. Lowell, OR. 97452

Area of Request (square feet/acres): Lot A 1.14 Acres Commercial / Lot B .38 Acres R-3 Four Plex

Existing Zoning: Public Lands

Existing Use of the Property: Vacant Public Lands

Proposed Use of the Property GENERAL COMMERCIAL Lot A    Lot B Multi-Family

Pre-application Conference Held: No \_\_\_\_\_ Yes  \_\_\_\_\_ If so, Date 3-4-22

**Submittal Requirements:**

- 1. Copy of deed showing ownership or purchase contract with property legal description.
- 2. Site Plan/Tentative Plan with, as a minimum, all required information. Submit one copy of all plans 11x17 or smaller; 12 copies of all plans larger than 11x17. (See attached checklist for required information)
- 3. Applicant's Statement: Explain the request in as much detail as possible. Provide all information that will help the decision makers evaluate the application, including addressing each of the decision criteria for the requested land use action.
- \_\_\_\_\_ 4. Other submittals required by the City or provided by the applicant. Please List.
  - a. \_\_\_\_\_
  - b. \_\_\_\_\_
  - c. \_\_\_\_\_
  - d. \_\_\_\_\_
  - e. \_\_\_\_\_
  - f. \_\_\_\_\_
- 5. Filing Fee: Amount Due: 3,590

*(290 pre-app + 3,300 zoning map change)*

By signing, the undersigned certifies that he/she has read and understood the submittal requirements outlined, and that he/she understands that incomplete applications may cause delay in processing the application. I (We), the undersigned, acknowledge that the information supplied in this application is complete and accurate to the best of my (our) knowledge. I (We) also acknowledge that if the total cost to the City to process this application exceeds 125% of the application fee, we will be required to reimburse the City for those additional costs in accordance with Ordinance 228.

**PROPERTY OWNER**

Name (print): H&H Dixie Dr. LLC. Phone: 503-984-1889  
Address: 13215 SE MILL PLAIN BLVD. STE. C-8 #529  
City/State/Zip: Vancouver WA, 98684  
Signature: *Bruce V. Hoffman*

**APPLICANT, If Different**

Name (print): Oregon Architecture Inc. Mark Mckechnie, AIA, DAVID SOMMER Phone: 541-772-4372 Cell 541-778-9989  
Company/Organization: Oregon Architecture Inc.  
Address: 132 West Main St. ste 101  
City/State/Zip: Medford OR. 97501  
Signature: *Mark Mckechnie*  
E-mail (if applicable): Mark@oregonarchitecture.biz

**APPLICANTS REPRESENTATIVE, if applicable**

Name (print): David Sommer Phone: 541-778-9989  
Company/Organization: Oregon Architecture Inc.  
Address: 132 West Main St. SUITE 101  
City/State/Zip: Medford OR. 97501  
E-mail (if applicable): David@oregonarchitecture.biz

For City Use. Application Number LU2021-14 pd/4/21  
Date Submitted: 4/14/22 Received by: *J. Middle* Fee Receipt # 119259311  
Date Application Complete: \_\_\_\_\_ Reviewed by: \_\_\_\_\_  
Date of Hearing: \_\_\_\_\_ Date of Decision \_\_\_\_\_ Date of Notice of Decision \_\_\_\_\_



City of Lowell  
 PO Box 490 | 107 East 3rd St.  
 Lowell, OR 97452  
 (541) 937-2157  
 www.ci.lowell.or.us

XBP Confirmation Number: 119259311

▶ Transaction detail for payment to City of Lowell.		Date: 04/21/2022 - 11:24:41 AM MT	
Transaction Number: 171241222PT MastercardXXXX-XXXX-XXXX-5217 Status: Successful			
Account #	Item	Quantity	Item Amount
	Land Use Permit	1	\$3590.00
Notes: 290. pre app 3300.00 zoning change			

**TOTAL: \$3590.00**

**Billing Information**  
 Brabley Hoffman  
 13215 S E Mill Plain Blvd  
 Vancouver, wa 98684  
 bradh@hhcompanies.com

**Transaction taken by: Admin sdragt**

**APPLICATION SITE PLAN REQUIREMENTS CHECKLIST**  
**Lowell Land Development Code, Section 2.140**

Applications for land divisions or land use requests that require a site plan shall submit the site plan on 8 1/2 x 11 inch or 11 x 17 inch black/white reproducible sheets for copying and distribution. Larger drawings may be required for presentation and City review. Drawings shall be drawn to scale. The scale to be used shall be in any multiple of 1 inch equals 10 feet (1" = 20', 1" = 30", 1" = 100', etc.) and may be increased or decreased as necessary to fit the sheet size. The Application and site plan shall show clearly and with full dimensioning the following information, as applicable, for all existing and proposed development. It is understood that some of the requested information may not apply to every application.

- \_\_\_\_\_ The names of the owner(s) and applicant, if different.
- \_\_\_\_\_ The property address or geographic location and the Assessor Map number and Tax Lot number.
- \_\_\_\_\_ The date, scale and northpoint.
- \_\_\_\_\_ A vicinity map showing properties within the notification area and roads. An Assessor Map, with all adjacent properties, is adequate.
- \_\_\_\_\_ Lot dimensions.
- \_\_\_\_\_ The location, size, height and uses for all existing and proposed buildings.
- \_\_\_\_\_ Yards, open space and landscaping.
- \_\_\_\_\_ Walls and fences: location, height and materials.
- \_\_\_\_\_ Off-street parking: location, number of spaces, dimensions of parking area and internal circulation patterns.
- \_\_\_\_\_ Access: pedestrian, vehicular, service, points of ingress and egress.
- \_\_\_\_\_ Signs: location, size, height and means of illumination.
- \_\_\_\_\_ Loading: location, dimension, number of spaces, internal circulation.
- \_\_\_\_\_ Lighting: location and general nature, hooding devices.
- \_\_\_\_\_ Street dedication and improvements.
- \_\_\_\_\_ Special site features including existing and proposed grades and trees, and plantings to be preserved and removed.

- \_\_\_\_\_ Water systems, drainage systems, sewage disposal systems and utilities.
  - \_\_\_\_\_ Drainage ways, water courses, flood plain and wetlands.
  - \_\_\_\_\_ The number of people that will occupy the site including family members, employees or customers.
  - \_\_\_\_\_ The number of generated trips per day from each mode of travel by type: employees, customers, shipping, receiving, etc.
  - \_\_\_\_\_ Time of operation, where appropriate. Including hours of operation, days of the week and number of work shifts.
  - \_\_\_\_\_ Specifications of the type and extent of emissions, potential hazards or nuisance characteristics generated by the proposed use. The applicant shall accurately specify the extent of emissions and nuisance characteristics relative to the proposed use. Misrepresentation or omission of required data shall be grounds for denial or termination of a Certificate of Occupancy.
- Uses which possess nuisance characteristics or those potentially detrimental to the public health, safety and general welfare of the community including, but not limited to; noise, water quality, vibration, smoke, odor, fumes, dust, heat, glare or electromagnetic interference, may require additional safeguards or conditions of use as required by the Planning Commission or City Council.
- All uses shall meet all applicable standards and regulations of the Oregon State Board of Health, the Oregon Department of Environmental Quality, and any other public agency having appropriate regulatory jurisdiction. City approval of a land use application shall be conditional upon evidence being submitted to the City indicating that the proposed activity has been approved by all appropriate regulatory agencies.
- \_\_\_\_\_ Such other data as may be necessary to permit the deciding authority to make the required findings.

**NOTE: Additional information may be required after further review in order to adequately address the required criteria of approval.**



(541) 772-4372

132 WEST MAIN STREET, SUITE 101

MEDFORD, OREGON 97501

[www.oregonarchitecture.biz](http://www.oregonarchitecture.biz)

**Location: Area of 484/570 N Moss St. Lowell, OR. 97452**

**Proposed Zone Change / Lot Partition / Construction**

**Acreage: 1.52**

**Building GSF: Building Lot A: 12,480 GSF; Lot B: 4-Plex**

**Tax lot: 1901113306502, to be partitioned into 2 separate tax lots**

**Lot A 1.14 Acres Commercial / Lot B .38 Acres R-3 Four-Plex.**

**Current Zoning: PL Public Lands**

## **APPLICANT STATEMENT FOR PRE-APP MEETING**

April 16, 2022

### **Summary of Proposal:**

The proposed project is to complete a zone change from PL Public lands to Commercial development that includes a partition. The proposed Commercial (Dollar General) Lot A will have two access points off of N Moss St. The proposed R-3 (Four-Plex) Lot B will utilize the existing access easement off of N Moss St. The proposed project will utilize public utilities.

We are requesting concurrent zone change (Map change) Lot Partition, Planning review and Building review.

### **Operation Hours**

The Dollar General Retail store will be operating between 8:00AM-10:00PM Monday thru Sunday.

### **Frequency of Deliveries**

The frequency of deliveries will include 1 truck per week.

### **Construction Schedule**

There is anticipated phasing for this proposed project Lot A Commercial (Dollar General) is phase 1 and Lot B R-3 (Four-Plex) is Phase 2. The anticipated construction of phase A to begin July 2022, and to conclude by January 2022.



# Memorandum

**TO:** Lowell City Administrator  
**FROM:** Lane Council of Governments  
**DATE:** March 4, 2022  
**SUBJECT:** Dollar General Development Pre-Application Comments from Planning

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This memo is to provide the City Administrator of Lowell with Planning Staff's comments on the Dollar General Pre-Application conference. The comments are intended to aid in the pre-application conference discussion, as necessary.

Failure of Planning Staff or City of Lowell Staff (including contracted Staff) to provide any information as required by the Lowell Development Code during the pre-application conference shall not constitute a waiver of any of the standards, criteria, or requirements for the requested land use actions. The burden of proof is on the applicant to provide factual evidence that the requested land use actions are in conformance with the Lowell Development Code and the Comprehensive Plan.

## **Community Open House**

While not a requirement of the Lowell Development Code. The City strongly encourages the applicant hold a community open house with the public to present the proposal and garner feedback from the community before submittal of an application. The City is willing to provide physical space for an open house and can assist in the advertising and planning of such an event.

## **Subject Property & Lot Characteristics**

The subject property is located on a 1.53-acre parcel of land on Assessor's Map and Tax Lot 19-01-11-33-06502. The subject property is located adjacent to North Moss Street and is in the vicinity of existing residential developments to the south and east. The subject property is zoned and planned Public Lands (PL). The subject property is within the city limits and Urban Growth Boundary (UGB).

## **Requested Land Use Actions**

The applicant is proposing to build a 12,480 square foot Dollar General commercial business and a four plex multiple family residential development to the north of the proposed commercial business. The applicant has requested concurrent land review for

zone change, partition and site review; building code review will occur as part of the building permit process by the contracted building official.

Zone Change – Per Section 9.253 Amendments, a zone change is a quasi- judicial decision by the City Council with recommendation by the Planning Commission in conformance with the quasi-judicial public hearing procedures of Section 9.306.

Site Review – A site plan review requires a public hearing with review and decision by the Planning Commission. Site review applies to the proposed commercial business and multiple-family residential development.

Tentative Partition Plat – Approval of a tentative partition plat requires a public hearing with review and decision by the Planning Commission.

### **Section 9.513 Parking**

#### Comments on the proposed parking plan:

*(8) All off-street parking areas within or abutting residential districts or uses shall be provided with a sight-obscuring fence, wall or hedge as approved by the City to minimize disturbances to adjacent residents.*

The parking plan layout shall include a sight-obscuring fence, wall or hedge at all areas adjacent to residential uses.

Applicant will meet or exceed the above conditions.

*(i) Parking lots shall be provided with landscaping as provided in Section 9.528(d) and other suitable devices in order to divide the parking lot into sub-units to provide for pedestrian safety, traffic control, and to improve the appearance of the parking lot.*

The proposed parking plan layout can be improved by adding parking lot landscaped island at regular intervals between parking stalls.

Applicant will meet or exceed the above conditions.

### **Section 9.528 Landscaping**

*(1) Landscaping shall primarily consist of ground cover, trees, shrubs or other living plants with sufficient irrigation to property maintenance all vegetation. Decorative design elements such as fountains, pools, benches, sculptures, planters, fences and similar elements may be placed within the area.*

*(2) Landscape plans for new industrial, commercial or residential developments shall be included with the site plans submitted to the City for approval. Trees exceeding 10 inches in diameter, plantings and special site features shall be shown on all submitted plans and shall clearly indicate items proposed to be removed and those intended to be preserved.*

A complete landscape plan will be required with application submittal.

#### *Yard Setbacks and Open Space*

*(3) Commercial and industrial developments abutting residential properties shall have their yard setbacks landscaped and/or fenced to protect abutting residential properties.*

Applicant will meet or exceed the above conditions.

**(b) Fences**

*(1) Commercial or industrial properties may have an 8-foot-high fence except in a street facing front yard setback.*

*(2) Sight-obscuring fences, walls or landscaping may be required to screen objectionable activities as part of the City's review and approval process. Sight-obscuring means 75% opaque when viewed from any angle at a point 25 feet away. Vegetative materials must be evergreen species that meet this standard year-round within 3 years of planting.*

Applicant will meet or exceed the above conditions.

**(c) Parking Areas:**

*(1) Parking lots shall be screened from abutting residential districts by a combination of fences, walls, and landscaping adequate to screen lights, provide privacy and separation for the abutting residential districts.*

*(2) Parking lots shall have curbed landscaped islands and trees at the ends of parking rows to facilitate movement of traffic and to break large areas of parking surface. The minimum dimension of the landscaped area excluding the curbs shall be 3 feet and the landscaping shall be protected from vehicular damage by wheel guards.*

*(3) Parking lots containing more than 20 parking spaces shall have a minimum of 5 percent of the area devoted to vehicular circulation and parking areas in landscaping and trees. Landscaping shall be evenly distributed throughout the parking lot and long rows of parking spaces shall be interrupted by landscape islands. The 5 percent landscaping shall be within or abutting the parking area and shall be in addition to the required landscaped yard setbacks.*

Applicant will meet or exceed the above conditions.

**(d) Service Facilities:**

*Garbage collection areas and service facilities located outside of the building shall be screened from public view and landscaped.*

This will apply to the concrete dumpster pad and delivery pad. Screening features of the service facilities and garbage collection areas shall be shown on the landscape plan.

Applicant will meet or exceed the above conditions.

**Section 9.529 Exterior Lighting**

Exterior lighting should be provided in parking lots and may be provided elsewhere. All exterior lighting shall be designed and installed to the standards of Section 9.529. An exterior lighting plan shall be included in the application submittal. See Section 9.529 for lighting standards.

Section 9.530 Signs. Please refer to Section 9.530 for sign standards. Please include a mock-up of all signs proposed in the application submittal.

Applicant will meet or exceed the above conditions.

### **Comprehensive Plan Policies**

Relevant comprehensive plan policies that may apply and should be addressed in the application narrative. Where applicable, evidence-based analysis shall be completed to show why the City should take away Public Lands for Commercial Land

Residential Land Use Policy 6. Commercial

Land Use Policy 12 and 13.

Open Space Policy 24 (requires landscaping be integral to site and street developments).

Open Space Policy 25 (existing trees shall be preserved where feasible relative to development requirement of the property).

Applicant will meet or exceed the above conditions.

### **Public Infrastructure Improvements**

#### **Streets –**

Lane County Public Works own North Moss Street. Therefore, street improvements must comply with county standards. Comments regarding street improvements have been sent to the applicant. A traffic Impact Analysis is required per Lane Code 15.697(1)(a).

Applicant will meet or exceed the above conditions.

#### **Stormwater Drainage –**

Section 9.520 will apply. In general, it is the obligation of the property owner to provide proper drainage and protect all run-off and drainage ways from disruption or contamination. On-site and off-site drainage improvements may be required. The City may require a detailed stormwater drainage study.

Other public improvements may be required as necessary at the direction of Public Works and the City Engineer (sewer/water)

Applicant will meet or exceed the above conditions.

#### **Fire Rescue and Safety –**

The Lowell Fire Chief will be present at the pre-application meeting to discuss fire and safety issues.

Applicant will meet or exceed the above conditions.

**PRELIMINARY SITE PLAN**

CITY, STATE - STREET:  
**484/570 N MOSS ST, LOWELL, OR-97452**

PROTOTYPE: 'C'	DEVELOPER	DESIGNER
BLDG/SALES SF: 12,480SF/ 10,387SF	COMPANY: H & H NORTHWEST COMPANIES	COMPANY: OREGON ARCHITECTURE INC.
ACREAGE: 1.14 A (49,456.2 SF)	NAME: KEVIN HEPNER	NAME: NIRU
PARKING SPACES: 50 (INCLUDING 2 ACC.)	PHONE #: (503) 810-8108	PHONE #: (541) 772-4372

DATE:  
 01/10/22

**PROJECT DATA**

**SITE AREA:**

PARCEL A : 49,456.2 SF (1.14 AC)  
 (111951W-6502)  
 APN: 6502

**PARKING:**

PER GENERAL RETAIL USES -  
 ONE (1) OFF-STREET PARKING SPACE PER  
 300 SF OF SALE AREA,

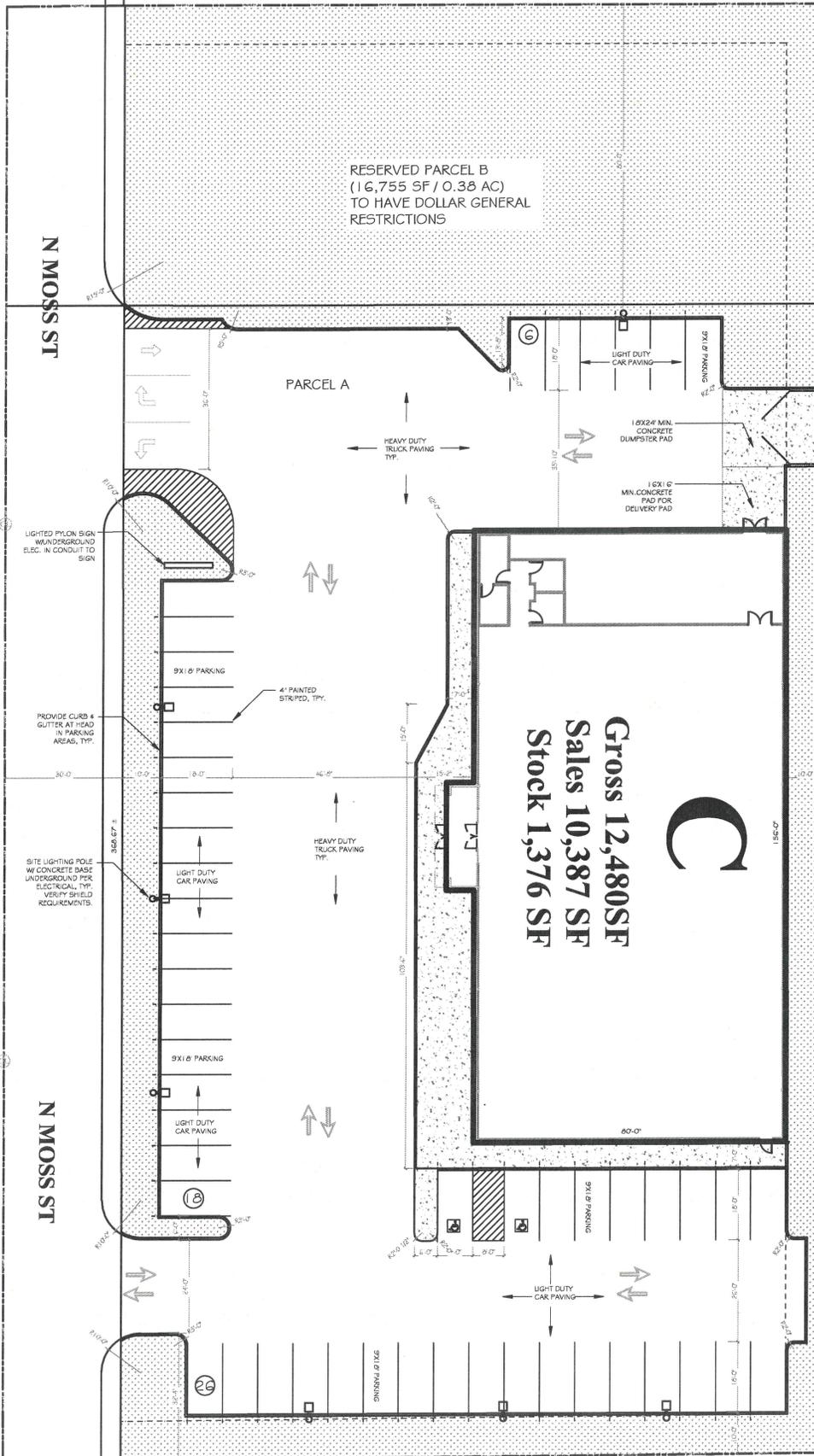
REQUIRED: 35 INCL. 2 ACC.

PROVIDED: 50 INCL. 2 ACC.

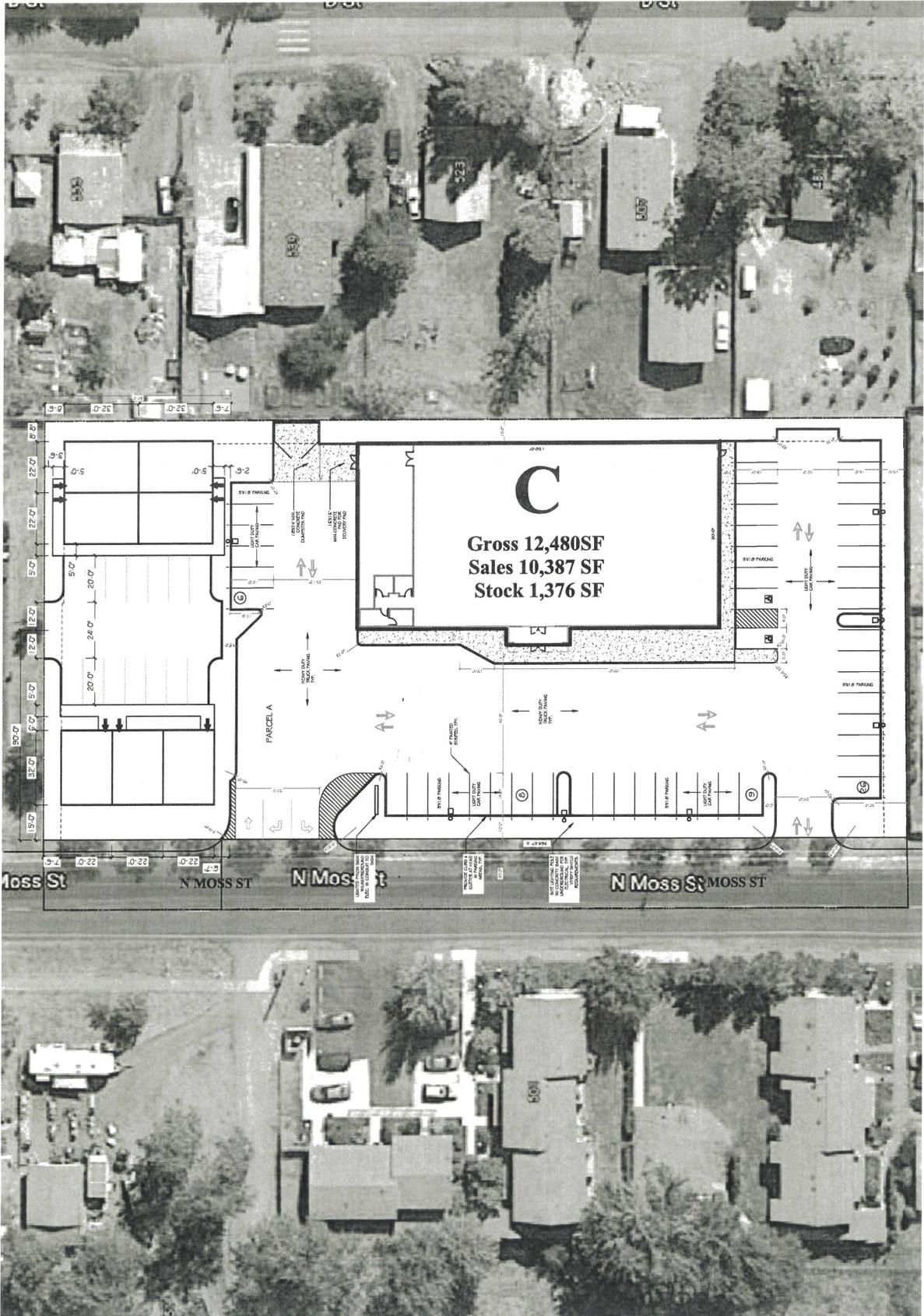
ZONING COMMERCIAL C-1

**SETBACK:**

PER CITY OF LOWELL ORDINANCE,  
 FRONT: 0 FEET  
 SIDE: 10 FEET ABUTTING RESIDENTIAL  
 REAR: 10 FEET ABUTTING RESIDENTIAL

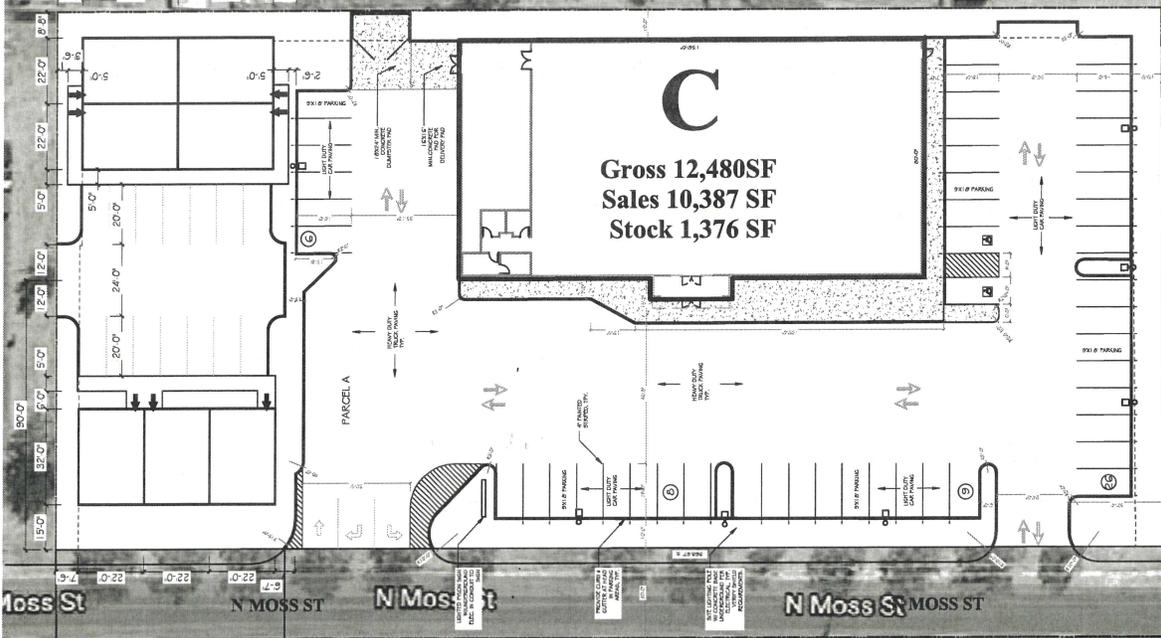


SCALE: 1"=40'-0"



SCALE: 1"=40'-0"

**C**  
**Gross 12,480SF**  
**Sales 10,387 SF**  
**Stock 1,376 SF**





*First American*

# Commitment

ALTA Commitment for Title Insurance

ISSUED BY

**First American Title Insurance Company**

## COMMITMENT FOR TITLE INSURANCE

Issued By

**FIRST AMERICAN TITLE INSURANCE COMPANY**

### NOTICE

**IMPORTANT-READ CAREFULLY:** THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

### COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and the Commitment Conditions, **First American Title Insurance Company**, a Nebraska Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I-Requirements have not been met within 90 days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

**First American Title Insurance Company**

Dennis J. Gilmore, President

Greg L. Smith, Secretary

**If this jacket was created electronically, it constitutes an original document.**

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions.*

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## COMMITMENT CONDITIONS

### 1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I—Requirements; and
- (f) Schedule B, Part II—Exceptions.

### 4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

### 5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
  - (i) comply with the Schedule B, Part I—Requirements;
  - (ii) eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
  - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions.*

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**6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT**

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

**7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT**

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

**8. PRO-FORMA POLICY**

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

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**First American**

# Schedule A

## ALTA Commitment for Title Insurance

ISSUED BY

**First American Title Insurance Company**

**Transaction Identification Data for reference only:**

Issuing Agent: First American Title Insurance Company National Commercial Services	Issuing Office: 200 SW Market Street, Suite 250, Portland, OR 97201
Issuing Office's ALTA® Registry ID:	Loan ID No.:
Commitment No.: NCS-1101519-OR1	Issuing Office File No.: NCS-1101519-OR1
Property Address: Vacant Land/APN 6502, Lowell, OR	
Revision No.:	

### SCHEDULE A

1. Commitment Date: November 22, 2021 at 8:00 a.m.
2. Policy to be issued:
  - (a)  ALTA® Standard Owners Policy  
Proposed Insured: To Be Determined  
Proposed Policy Amount: \$500,000.00 \$1,350.00
  - (b)  ALTA® Policy  
Proposed Insured:  
Proposed Policy Amount: \$ \$
  - (c)  ALTA® Policy  
Proposed Insured:  
Proposed Policy Amount: \$
3. The estate or interest in the Land described or referred to in this Commitment is

**Fee Simple**

4. The Title is, at the Commitment Date, vested in:  
BJ Real Properties, L.L.C., an Oregon Limited Liability Company
5. The Land is described as follows:

**See Exhibit "A" attached hereto and made a part hereof**

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions.*

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**FIRST AMERICAN TITLE INSURANCE COMPANY**

**By:**  
**Authorized Signatory**

If there are any questions concerning this Commitment, please contact:

Connie Haan at chaan@firstam.com

First American Title Insurance Company National Commercial Services  
200 SW Market Street, Suite 250  
Portland, OR 97201  
(503)795-7600 phone

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*First American*

# Schedule BI & BII

ALTA Commitment for Title Insurance

ISSUED BY

**First American Title Insurance Company**

Commitment No.: NCS-1101519-OR1

## SCHEDULE B, PART I

### Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.

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*First American*

**Schedule BI & BII (Cont.)**

**ALTA Commitment for Title Insurance**

ISSUED BY

**First American Title Insurance Company**

Commitment No.: NCS-1101519-OR1

**SCHEDULE B, PART II**

**Exceptions**

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Facts, rights, interests or claims which are not shown by the Public Records but which could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof.
3. Easements, or claims of easement, not shown by the Public Records; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
4. Any encroachment (of existing improvements located on the Land onto adjoining land or of existing improvements located on adjoining land onto the Land), encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
5. Any lien or right to a lien for services, labor, material or equipment, unless such lien is shown by the Public Records at Date of Policy and not otherwise excepted from coverage herein.
6. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I-Requirements are met.
7. Water rights, claims to water or title to water, whether or not such rights are a matter of public record.
8. City liens, if any, of the City of Lowell.  
Note: An inquiry has been directed to the City Clerk and subsequent advice will follow concerning the actual status of such liens.

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9. The rights of the public in and to that portion of the premises herein described lying within the limits of streets, roads and highways.
10. Any and all offers of dedication, conditions, restrictions, easements, boundary discrepancies or encroachments, notes and/or provisions shown or disclosed by Short Plat or Plat Land Partition No. 2009-P2377 recorded under recording number 2009-041672.
11. An easement reserved in a deed, including the terms and conditions thereof:  
 For: ingress and egress  
 Recording Information: March 09, 2011 as Instrument No. 2011-011645  
 Affects: see document for details
12. Covenants, Conditions and/or Restrictions contained in the following instrument:  
 Quitclaim Deed  
  
 Executed by: United States of America, acting through the Forest Service, Department of Agriculture  
 Recorded: August 18, 2011  
 Recording No.: Instrument No. 2011-037361
13. Any conveyance or encumbrance by BJ Real Properties, LLC should be executed pursuant to their Operating Agreement, a copy of which should be submitted to this office for inspection.

-END OF EXCEPTIONS-

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**INFORMATIONAL NOTES**

NOTE: We find no matters of public record against H&H Northwest Companies, LLC that will take priority over any trust deed, mortgage or other security instrument given to purchase the subject real property as established by ORS 18.165.

NOTE: Taxes for the year 2021-2022 PAID IN FULL

Tax Amount:                 \$1,255.35  
Map No.:                     19-01-11-33-06502  
Property ID:                 1835931  
Tax Code No.:               07107

NOTE: According to the public record, the following deed(s) affecting the property herein described have been recorded within 24 months of the effective date of this report: NONE

NOTE: We find no outstanding voluntary liens of record affecting subject property. An inquiry should be made concerning the existence of any unrecorded lien or other indebtedness which could give rise to any security interest in the subject property.

Situs Address as disclosed on Lane County Tax Roll:

Not Yet Assigned, OR

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*First American*

Exhibit A

ISSUED BY

**First American Title Insurance Company**

File No: NCS-1101519-OR1

File No.: NCS-1101519-OR1

The Land referred to herein below is situated in the County of Lane, State of Oregon, and is described as follows:

PARCEL 2 OF PARTITION PLAT 2009-P2377 FILED JULY 20, 2009 RECEPTION NO. 2009-41672, LANE COUNTY DEEDS, AND RECORDS, IN LANE COUNTY, OREGON.

1

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(541) 772-4372

132 WEST MAIN STREET, SUITE 101

MEDFORD, OREGON 97501

[www.oregonarchitecture.biz](http://www.oregonarchitecture.biz)

**June 16, 2022**

**NARRATIVE:**

The Contract owners of Tax Lot 1901113306502 are seeking to change the town of Lowell's General Use Plan for this site from public lands to commercial and residential use, and a zone change from PL (Public Lands) to C-1 (General Commercial) and R-3 (Multi-Family Residential) through the amendment process of the Comprehensive Plan.

Several years ago the Forest Service decided this parcel was excess property and no longer needed for the mission of the Service, and so sold it through a duly authorized procedure. The Contract Purchasers are seeking to subdivide this parcel into three separate lots, to rezone each lot appropriate to its use and to develop a tri-plex on each residential lot and a 12,480 square foot Dollar General on the commercial lot.

**SECTION 9.253 AMENDMENT OF THE COMPREHENSIVE PLAN**

**DECISION CRITERIA**

***1. The proposed amendment does not conflict with the intent of the Comprehensive Plan.***

RESPONSE: The Comprehensive Plan is meant to be a living document that reflects the goals and aspirations of the citizens of Lowell. One of the City's Goals is to maintain its viability as an attractive residential community with a local employment base. This particular parcel had been owned by the Forest Service and was once intended to be a location for an office for the Service. Times change, the US federal government's plans changed and the Forest Service found it no longer needed this parcel to accomplish their mission.

The Developer that plans to develop the parcel will meet the City's Goal as an attractive residential community with a local employment base. The Developer is proposing to construct 6 new dwelling units and a 12,500 square foot retail store. The store will employ 16 local residents through a combination of shifts.

***2. There is a need for the proposed amendment to comply with changing conditions, new laws or to correct deficiencies.***

RESPONSE: The Forest Service has greatly reduced its presence in Lowell in recent years, making this particular site surplus and no longer necessary for its ongoing operations. The proposed amendment seeks to modify the Comprehensive Plan to address this change in conditions. As this site is within the town proper, repurposing this site will help address statewide planning goals 3 and 4, which seek to preserve agricultural and forest lands.

This particular site was not needed by any other governmental agency, so it was put up for sale by the Forest Service for redevelopment by private developers.

**3. *The amendment will not have a significant adverse impact on adjacent properties.***

RESPONSE: The properties on all sides of this parcel are developed, so adding low density development within the town proper will have no negative impact on adjacent properties. The parcel is located on the main north/south roadway through the town, which has a mix of residential and commercial uses. The mix of proposed development on this parcel will mirror surrounding development.

Further, this development will provide additional retail opportunities in the town for everyday necessities. That will reduce the need to drive to Eugene or Springfield to shop for those necessities.

**4. *The amendment will not have a significant adverse impact on the air, water and land resources of the City.***

RESPONSE: The amendment will have no significant adverse impact on the air, water and land resources of the City. This particular site is not impacted by wetlands or flood plains. It has a gentle slope, so it will not impact any areas with steep slopes. Delivery truck traffic is regulated to a few trips per week, and drivers are instructed to shut down their engines while the trucks are stationary.

**5. *The amendment will not have a significant adverse impact on public facilities, transportation, the economy, and the housing needs of the City.***

RESPONSE: This parcel was declared surplus by the federal government and not needed for its mission to service the public within the town of Lowell and Lane County. The land was also not needed either by the Town of Lowell or Lane County, so it was put up for sale and purchased by a private individual. It was subsequently put under contract to the Developers who are seeking a zone change and a lot partition.

This change will not have a significant adverse impact on public facilities or transportation within the town of Lowell or Lane County. It will, however, have a positive impact on both the economy of Lowell, where it will be providing additional employment opportunities, additional retail opportunities, 6 additional housing units in a very tight market, and additional property tax revenues which flow directly into the City coffers.

**6. The amendment does not conflict with the intent of Statewide Planning Goals.**

RESPONSE

## LETTER OF AUTHORIZATION

I, Bradley V. Hoffman, of H&H Northwest Companies, LLC  
being under contract to purchase the property located at  
484/570 N Moss St. Lowell, OR. 97452 this 30 day of  
June, 20 22 grant unto  
Oregon Architecture LLC full and absolute authorization to  
execute and deliver (on my behalf) any and all documents necessary to apply for and secure  
permits in Medford, Oregon.

Email Address bradh@hhcompanies.com

Bradley V.  
Hoffman,  
Manager

A digital signature verification stamp with a red curved line. The text inside the stamp reads: "Digitally signed by Bradley V. Hoffman, Manager Date: 2022.04.08 11:23:30 -07'00"

Signature \_\_\_\_\_

July 15, 2022

H & H Dixie Dr. LLC.  
13215 SE Mill Plain Blvd. Ste. C-8 #529  
Vancouver, WA 98684

Oregon Architecture Inc.  
132 West Main St. Ste 101  
Medford, OR 97501

RE: Application for Zone Change (Amendment to Zoning Map - LU 2022-01)

Dear Mr. Mehta:

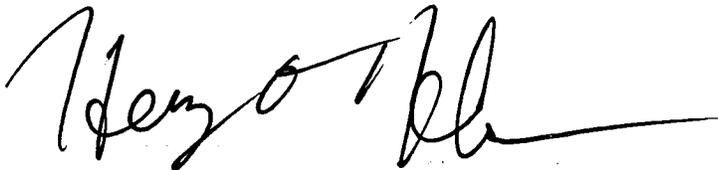
Thank you for submitting the supplemental application materials requested for completeness for LU 2022 01 on June 16. Your application for a requested zone change is **complete**.

As indicated to you on June 30 via email, there are three total land use requests being sought for the proposed development. You have asked the City to combine them into one application and process them concurrently. The City will accommodate your request. All three applications will follow the same timeline and land use approval process. Below staff will provide a quick update on each application and its status:

- (1) LU 2022 01 – Request for Zone Change. This application is complete, but since all applications are being processed together, the City will wait until all three applications are complete to begin the noticing and scheduling of the required public hearings. Staff will be issuing a formal letter of completeness for this application.
- (2) LU 2022 06 – Request for Site Review. Deemed incomplete on July 15, 2022.
- (3) LU 2022 04 – Request for Tentative Partition. Deemed incomplete on July 15, 2022.

Sincerely,

Henry O Hearley  
Associate Planner  
Lane Council of Governments



CC  
City of Lowell (via mail and email)  
Civil West Engineering (via email)  
Lowell Fire Department (via email)  
Lane County Transportation Planning (via email)