WALDPORT PLANNING COMMISSION
JULY 28, 2025
MEETING NOTICE AND AGENDA

THE WALDPORT PLANNING COMMISSION WILL MEET ON MONDAY, JULY 28, 2025 AT 2:00 P.M. AT WALDPORT CITY HALL, 355 NW ALDER STREET TO TAKE UP THE FOLLOWING AGENDA:

1. CALL TO ORDER AND ROLL CALL
2. REVIEW OF MINUTES FROM JUNE 2, 2025
3. CITIZENS' OPENING COMMENTS
4. ACTION ITEMS AND NEW BUSINESS
   A. Public Hearing – Case File #1 -SUB-PC-25
      Applicant: Chad Berry (The Kitchen Helpers)
      Application: **Request for creation of 5-Lot Subdivision in the Downtown District Zone (DD) – Bay's Edge Townhomes**
      Taxlot #13-11-19-AB-08301, 280 NW Huckleberry Street
   B. Public Hearing – Case File #1 -SUB-PC-23
      Applicant: Michael Schlosser
      Application: **Request for Tentative Approval of Phase 2 of the Spruce Ridge Subdivision & Property Line Adj. in a Residential Zone (R-1)**
      Taxlot #13-11-19-CD-00200, NW Dolores Drive
   C. Other Business

5. PLANNER UPDATES
   A. Violations
   B. Permits
   C. City News
6. CITIZENS' CLOSING COMMENTS
7. COMMISSION COMMENTS AND RECOMMENDATIONS
8. ADJOURNMENT

Attachments:

- June 2, 2025 Minutes
- Staff Report – Bay's Edge Townhomes
- Staff Report – Spruce Ridge Phase 2
- Planner's Log

Notice given on this 23rd day of July 2025

NOTE: The City Council Meeting Room is accessible to all individuals. Comments prior to the meeting may be emailed to: recorder@waldport.org. The public is also encouraged, if they see fit, to mail written testimony to the City. Comments may be mailed to PO Box 1120, Waldport, OR, 97394. Comments must be received no later than 1:30 pm on the day of the meeting to be considered.

WALDPORT PLANNING COMMISSION

JUNE 2ND, 2025

MEETING MINUTES

1. **CALL TO ORDER:** Chair Steve Barham called the meeting to order at 2:00 p.m.

2. **ROLL CALL:** Commissioners Steve Barham, Michael Schlosser, Joan Crall, Christine Campbell, Jay Morris, and April Swift answered the roll. Commissioner Jayme Buck was absent. A quorum was present.

3. **MINUTES:** The Commission considered the minutes from March 24th, 2025, Planning Commission meeting. **Commissioner Crall moved to approve the minutes. Commissioner Swift seconded the motion. The motion passed unanimously.**

4. **CITIZENS' OPENING COMMENTS:** None.

5. **ACTION ITEMS/ NEW BUSINESS:**

a. Review of the City's Comprehensive Plans: City Planner Jaime White discussed the State's requirement that every municipality have a comprehensive plan. Mr. White's discussion included the history of State Bill 100 and the origin of the Statewide Planning Goals. There are 19 Statewide Planning Goals, all but one apply to the City of Waldport. The Statewide Planning Goals, in combination with state laws, help shape the City's development codes. The City's Comprehensive Plan was first adopted in 1982 with the last update in 2013. The plan should be updated as the city grows and changes. The City anticipates that grants from DLCD will be available in the near future for plan updates. The Comprehensive Plan identifies the Statewide Planning Goals one by one. Each section includes a statement of Goals followed by Policies that will help City staff achieve the Goals. The Plan is accompanied by an Inventory of the City's resources, natural and built, that are identified relative to their corresponding Statewide Planning Goal. If the grant application is successful, the City will likely form an advisory committee and hire a consultant to help update the plan. The plan update will include a robust public outreach/comment/input effort prior to adoption.

6. **PLANNER UPDATES:**

a. Violations: City Planner Jaime White stated that the code violation associated with the storage yard in the Industrial Park (code violation - fence taller than 6') is ongoing. The City has been contacted by several parties claiming to be involved with the property but has not heard from the property owner. This is an issue since the City does not have any documentation tying any of these other parties to the property. Mr. White has already rejected a land use application and will not communicate further with these parties unless the property owner has provided the City with documentation that he has assigned them as his agent. Next steps may include issuing citations to the property owner.

b. Permits: City Planner Jaime White noted a couple of permits for single-family homes have been issued, tentative approval for a 3-lot partition, and a building permit for repairs to the Flounder from a vehicle collision.

c. City News: City Planner Jaime White noted that the Mayor has been reinstated by the Lincoln County Circuit Court, the case is ongoing. The Wednesday Market has had several successful week under the management of City staff. The City budget for the upcoming year was approved at the May 22 City Council meeting. The Crestline sidewalk project is underway. The UV project at the Wastewater Plant is underway. The Animal Shelter is progressing and will hopefully be complete by the Fall. However, the County just submitted for DEQ design review which usually takes several months. The City hopes this doesn't delay the sewer project and ultimately the opening of the Animal Shelter. The dog park in Southworth Park is almost fully fenced in, and the playground should be surfaced in the next few weeks depending on the weather. The Next Planning Commission Meeting is set for June 23rd.

7. CITIZENS' CLOSING COMMENTS: None.

8. COMMISSION COMMENTS AND RECOMMENDATIONS:

Schlosser: Noticed an increase in graffiti around town, specifically the words "OLIVE JUICE". Speeding on HWY 101 is an increasing issue. Can the City have the Sheriff increase enforcement? Are there other solutions to speeding such as flashing speed limit signs?

Swift: The Woodland Trail is being being vandalized by someone carving figures and faces on trees and stumps. The Sheriff is aware but needs to witness the activity before they will do enforcement.

9. ADJOURNMENT: With no further business before the Commission, Chair Barham adjourned the meeting.

Respectfully Submitted,

Megan Torres, Municipal Clerk

APPROVED by the Planning Commission this _____ day of _____, 2025.

SIGNED by the Chair this _____ day of _____, 2025.

X _____

Steve Barham, Chair

CITY OF WALDPORT
2024 LAND USE & BUILDING PERMIT ACTIVITY
5/26/25 – 7/21/25

Date	Applicant	Type of Activity	Zoning	Location	Description	Status/Comments
6/25/25	At. Anthony's Church	Building Permit	C-2	685 NE Broadway 13-11-19-AA-01800	Replace Doorway - ADA	Approved
6/27/25	Phillip Leavell	Code Violation	R-3	1580 SE Jefferson 13-11-29-AB-02100	Debris, Garbage	Letter sent. Voluntary cleanup
7/1/25	Lincoln County School District	Building Permit	PF	3000 S Crestline Drive 13-11-30-00-00901	Restrooms at Ball Fields (2)	Approved
7/2/25	Bernadino	Building Permit	R-3	1825 SE Merten 13-11-29-00-00101	Single Family Home, Septic	Approved
7/8/25	Vandehey	Property Line Adjustment	R-1	SE Bird Ave. 13-11-19-DD-00500 & 00800	Property Line Adjustment	Approved
7/9/25	Pritcher	Building Permit	DD	520 NW Spring 13-11-19-BD-00800	Repairs to ½ of Duplex	Approved
7/15/2025	Barss	Building Permit	R-3	2040 SE Lucy Lane 13-11-29-AB-01324	Mfg. Hm., Garage, Septic	Approved
7/21/2025	Edwards/Pollett	Building Permit	R-1	Waldport Heights 13-11-20-BC-03600	Single Family Residence, Septic	Pending SDC

News

- The playground is open!
- Dog Park is open!
- Crestline Sidewalks – earthwork & rock complete. Asphalt and concrete are next.
- Industrial Park Sewer (Animal Shelter) has been awarded. Waiting for signed agreements from the School District.
- Juneteenth (June 19) is now a City holiday
- Major updates to City website in near future

Schedule

- Planning Commission Meeting Monday August 25, 2025
- Labor Day Monday September 1, 2025

CASE FILE: #1-SUB-25
DATE FILED: July 2, 2025
DATE APPLICATION COMPLETE: July 2. 2025
120-DAY COMPLETION DATE: November 2, 2025
HEARING DATE: July 28, 2025

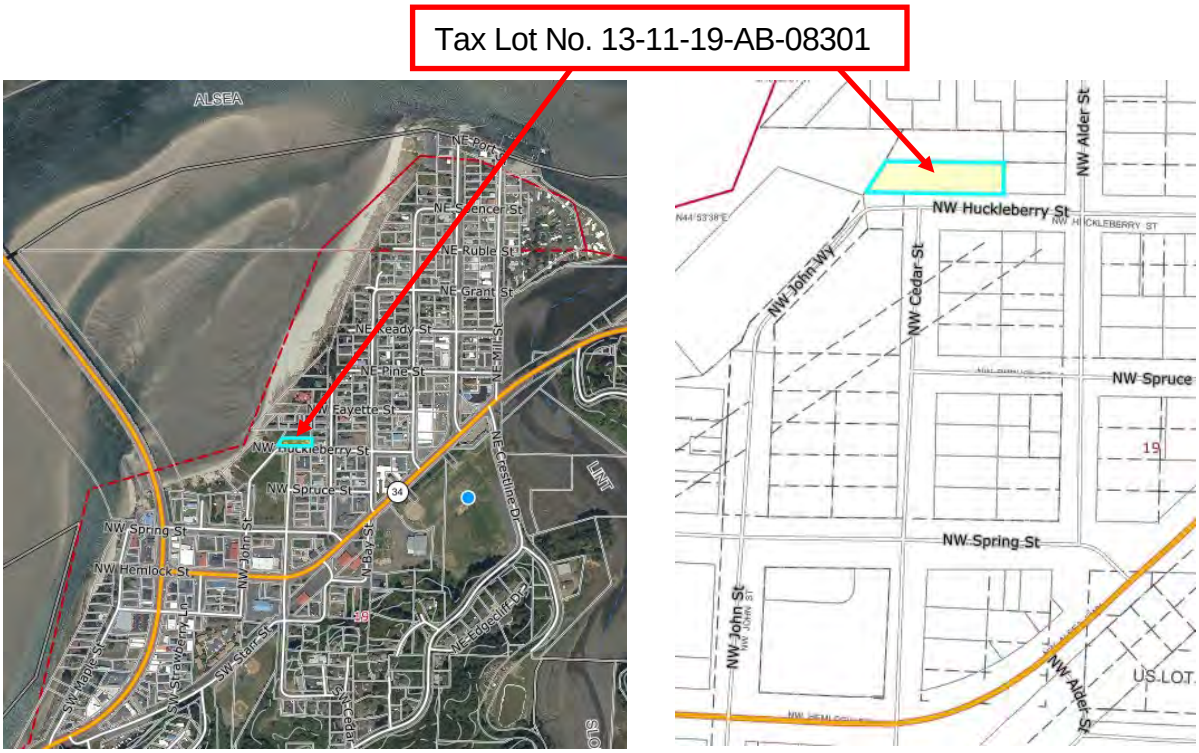
STAFF REPORT

5-Lot Subdivision – BAYS EDGE TOWNHOMES

APPLICANT: Chad Berry (The Kitchen Helpers)

A. REPORT OF FACTS

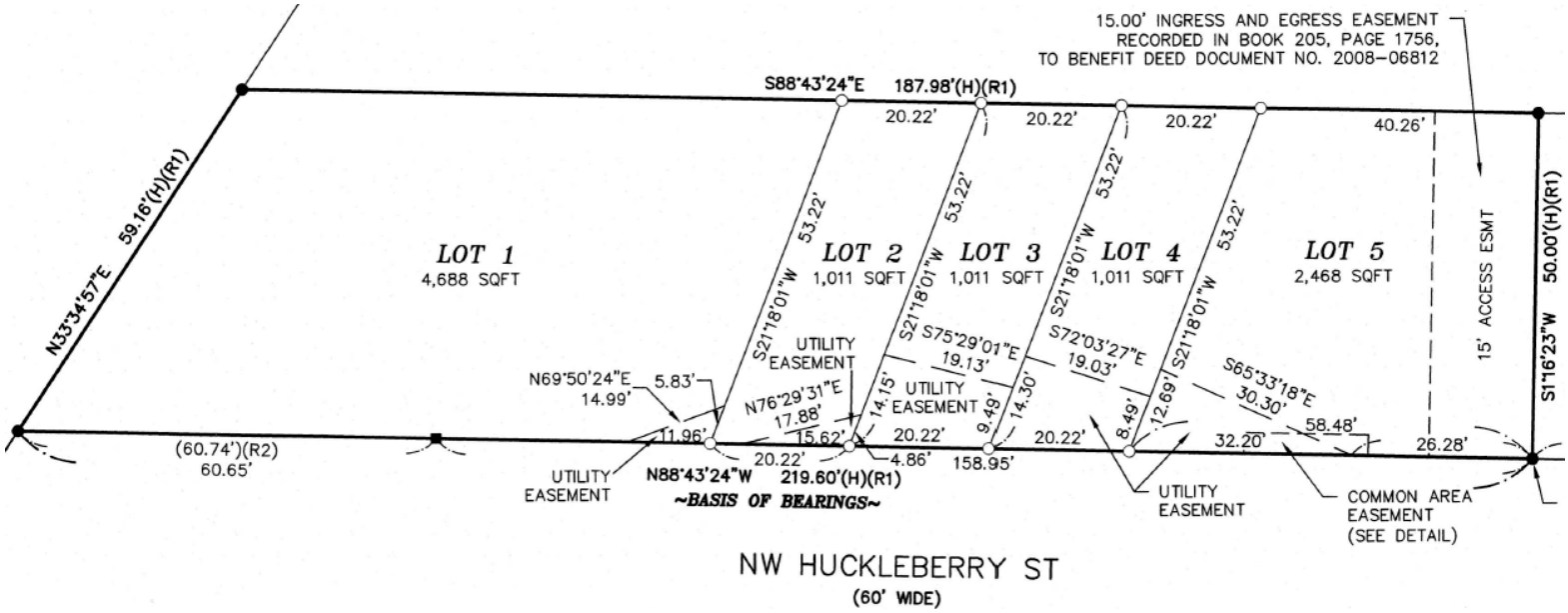
1. Property Location: The subject property is located at 280 NW Huckleberry Street, at the intersection of NW Cedar Street, and is further identified on the Lincoln County Assessor's Map 13-11-19-AB as Tax Lot 08301.



2. Applicant's Request: The applicant proposes to subdivide tax lot 08301 into five (5) parcels. The existing tax lot totals approximately 0.23 acres (10,189 sq. ft.). The proposed subdivision would create five tax lots as per **Table 1** below. **The property is currently developed with eight townhouse style residential units (Bays Edge Townhomes).** Proposed Lot 1 will consist of Units 1 through 4. The remaining units will each be their own tax lot.

Table 1 – Proposed Parcel Sizes

Lot	Square Feet	Acres
1 (Units 1-4)	4,688	0.11
2 (Unit 5)	1,011	0.02
3 (Unit 6)	1,011	0.02
4 (Unit 7)	1,011	0.02
5 (Unit 8)	2,468	0.06
Total	10,189	0.23



3. Zoning: Downtown District - DD
4. Plan Designation: Commercial
5. Lot Size: 0.23 acres.
6. Existing Structures: 8-Unit Townhouses with access directly to NW Huckleberry Street.
7. Surrounding Land Use: Nearby land uses include vacant property, single and multi-family residential, commercial, and the Alsea Bay.

8. Utilities: The following utilities serve the subject property:
   a. Sewer: City of Waldport
   b. Water: City of Waldport
   c. Electricity: Central Lincoln PUD
9. Development Constraints: Flood Plain.

B. EVALUATION OF REQUEST

1. Public Comment: No comments were received at the time of this Staff Report.
2. Relevant Waldport Development Code (WDC) Criteria and Analysis.

WDC Definitions:

"Subdivided land" means an area or tract of land divided into four or more lots within a calendar year when such an area or tract of land exists as a unit of contiguous units of land under a single ownership at the beginning of a year.

"Subdivision" means an area or tract of land divided into four or more lots within a calendar year. A preliminary diagram, drawing, or other writing showing the general design of the proposed subdivision together with such additional information regarding the proposed division as may be required.

"Subdivision plat" includes a final map and other writing containing all the descriptions, locations, specifications, dedications, provisions and information concerning a subdivision.

Chapter 16.30 Downtown District Zone DD

16.30.010 Uses Permitted Outright

In a DD zone, the following uses and their accessory uses are permitted outright, subject to the applicable provisions of Chapters 16.72, 16.76, 16.80, 16.84 and 16.96 of this title:

A. Retail store or shop, such as food store, drug store, apparel store, hardware store, furniture store or similar establishment;
B. Mixed commercial and residential use;
C. Residential uses in accordance with Section 16.30.090;
D. Repair shop for the type of goods offered for sale in retail trade establishments permitted in a C-1 zone, provided all repair and storage shall occur entirely within an enclosed building;
E. Personal or business service establishments such as barber or beauty shop, tailor shop, laundry or dry cleaning establishment, or similar establishment;
F. Clinic;
G. Club, lodge or fraternal organization;
H. Financial institution;
I. Hotel, motel or resort;
J. Indoor commercial amusement or recreation establishment such as bowling alley, theater or pool hall;
K. Newspaper office, print shop;
L. Office;

M. Private museum, art gallery or similar facility;
N. Restaurant, bar or tavern;
O. Laundromat;
P. Mobile vending. (Ord. 768 § 3, 2019)

16.30.090 Special Standards For Certain Uses

This section supplements the standards contained in Sections 16.30.030 through 16.30.070 providing standards for the following land uses in order to control the scale and compatibility of those uses within the Downtown District:

A. Residential Uses. Higher density residential uses, such as multi-family buildings and attached townhomes, are permitted to encourage housing near employment, shopping and services. All residential developments shall comply with the standards in items 1-6, below, which are intended to require mixed use development; conserve the community's supply of commercial land for commercial uses; provide for designs which are compatible with a storefront character; avoid or minimize impacts associated with traffic and parking; and ensure proper management and maintenance of common areas. Residential uses which existed prior to the effective date of this code are exempt from this Section.
   1. Mixed Use Development Required. Residential uses shall be permitted on properties fronting Highway 101 or Highway 34 when part of mixed use development (residential with commercial or public/institutional use), though multi-family commercial properties are prohibited (i.e. large > 4 unit apartments which are considered commercial). Both "vertical" mixed use (housing above the ground floor), and "horizontal" mixed use (housing on the ground floor) developments are allowed, subject to the standards in items 2-6 below. Properties fronting streets other than Highway 101 or Highway 34 are permitted to have multi-family residential-only uses, commercial uses, or mixed uses.
   2. Limitation on street-level housing. Residential uses are not permitted at street-level on Highway 101 and Highway 34. This standard is intended to preserve storefront space for commercial uses and public/institutional uses. It does not limit residential uses above the street level on upper stories, or behind street-level storefronts.
   3. Density. There is no residential density standard on Highway 101 and Highway 34. "Residential Only" development permitted on interior streets may be duplexes (2 units) or greater. An ADU is not considered to meet the density standard.
   4. Parking, Garages, and Driveways. All off-street vehicle parking, including surface lots, garages, and parking structures, shall be oriented to alleys, or in parking areas located behind or to the side of the building; except that side yards facing a street (i.e., corner yards) shall not be used for surface parking. All garage entrances facing a street shall be recessed behind the front building elevation by a minimum of 4 feet. On corner lots, garage entrances shall be oriented to a side-street (i.e. away from Highway 101 or Highway 34) when access cannot be provided from an alley.
   5. Creation of Alleys. When a subdivision (e.g., four or more townhome lots) is proposed, a public or private alley shall be created for the purpose of vehicle access. Alleys are not required when existing development patterns make

construction of an alley impracticable. As part of a subdivision, the City may require dedication of right-of- way or easements, and construction of pathways between townhome lots (e.g., between building breaks) to provide pedestrian connections through a development site.

6. Common Areas. All common areas (e.g., walkways, drives, courtyards, private alleys, parking courts, etc.) and building exteriors shall be maintained by a homeowners association or other legal entity. Copies of any applicable covenants, restrictions and conditions shall be recorded and provided to the City prior to building permit approval.

Staff Analysis*: Section 16.30.010.C allows residential use in the Downtown District Zone as an outright use. Therefore, all land use and permitting was handled by the City Planner.*

The 8-unit townhouses received building permits in the Spring of 2024. The units were completed and Occupancy Certificates issued in May of 2025. All residential standards identified in Section 16.30.090 were met, or did not apply, at the time of the building permit applications. The building permits also included Fire District review and approval. A Homeowner's Association and CC&Rs were not required at the time of approval since the property was under single ownership.

Roadway, sidewalk, sewer, water, storm drain, and power improvements were all required as part of the construction of the townhouses. All units front and have access from NW Huckleberry Street. All units have their own water and sewer accounts. A traffic impact analysis was not required since anticipated traffic generated was below the mandated study threshold.

All the required improvements have been completed.

Chapter 16.100 Land Division
16.100.030 Approval Of Subdivisions

1. No plat or replat of a subdivision of land shall be recorded or have any validity unless and until it has the approval of the City, as provided for in this article.
2. No person shall negotiate to sell any lot in any subdivision until a tentative plan of that subdivision has been approved.
3. No person shall dispose of, transfer, or sell any lot in any subdivision until final approval is obtained and the plat of that subdivision is recorded.

16.100.040 General Requirements And Minimum Standards Of Design Development

A. The following are the minimum requirements and standards to which subdivisions and partitions must conform:
    1. Conformity to the comprehensive plan. All subdivisions and partitions shall conform with all applicable portions of the comprehensive plan and development regulations for the City.
    2. Performance agreement. If all improvements required by the City and this code are not completed according to specifications as required herein prior to the time the plat or map is duly submitted for consideration and approval, the

City may accept in lieu of said completion of improvements a performance agreement bond, or other assurance equal to the value of the cost of the improvements, plus administrative costs and inflation amounts not to exceed the amount of twenty (20) percent of the value of the cost of the improvements, executed by the subdivider/partitioner and any surety company, conditioned upon faithful performance and completion of all such improvements within a period of time stated in such performance agreement, pursuant to Section 16.100.010 of this chapter.

3. Relation to adjoining street system. A subdivision or partition shall provide for the continuation of existing and projected streets. If physical conditions make such continuation impractical, exceptions may be made. All new subdivisions will be required to construct public streets to City standards.
4. Access.
    a. A subdivision or partition shall provide each lot or parcel, by means of a public street or private road, satisfactory vehicular access to an existing street.
    b. A subdivision or partition shall consider vehicular access to the parcel off existing or proposed streets that addresses traffic congestion, speed, stop signs and turn lanes for the orderly development of traffic accessing the area.
    c. The subdivider/partitioner shall be solely responsible for constructing all necessary or required street(s) or road(s), whether public or private, to City requirements as stated herein to serve each and every lot or parcel created by the subdivision or partition.
    d. All public or private streets or roads established for the purpose of subdividing, partitioning or replatting land shall be surveyed and monumented.
    e. All plans and specifications for street and road improvements, whether public or private, shall be prepared by a civil engineer licensed in the State of Oregon. Street improvements, including grades, paving, drainage and centerline radii on curves, shall at a minimum meet the applicable requirements of this title and standards set forth in the American Association of State Highway and Transportation Officials (AASHTO) manual or other design principles and construction specifications consistent with generally accepted engineering practices which are acceptable to the Planning Commission.
5. Private Roads.
    a. Private roads shall provide access only to abutting lots. No road providing access to other roads or to areas not abutting such streets shall be approved as a private road.
    b. The establishment of a private road shall not be allowed if it will deny the public access to public areas such as beaches or parks.
    c. No private road shall be approved unless the Planning Commission is satisfied that such road is not presently needed as a public street nor will it ever be extended through to adjacent property or is necessary for public street purposes in the normal growth of the area.

d. Yard setbacks shall be determined from the road right-of-way or access easement line in instances where private roads are considered.
e. Private road rights-of-way may be approved of less than fifty (50) feet in width but in no instance shall the road right-of-way be less than thirty (30) feet except that a private road to two lots may be twenty (20) feet in width. In instances where the road access to more than three lots is less than fifty (50) feet in width utility/slope easements may be required.
f. Private road improvement standards shall be the same as those for public streets. In residential zones, roads providing access to no more than three lots shall be exempt from standards for improvements and shall be regarded as private driveways.
g. An approved turn-a-round shall be provided on all dead-end streets as required by the fire department.

6. Public Street Standards.
   a. Street Widths: The right-of-way and surface widths shall conform to the widths as specified in Section 16.100.100 of this chapter unless a modification is granted pursuant to Section 16.100.090 of this chapter.
   b. Street Design and Improvements.
      1. The layout of streets shall give suitable recognition to surrounding topographical conditions in accordance with the purpose of this code.
      2. Street improvements, street grades, paving, drainage and centerline radii on curves shall meet the minimum requirements as specified in Section 16.100.100 of this chapter.
   c. Street Intersections.
      1. Streets shall intersect one another at an angle as near to a right angle as is practical considering the topography of the area and previous adjacent layout.
      2. Intersections shall be designed so that no danger to the traveling public is created as a result of staggered intersections and in no case shall intersections be offset less than one hundred (100) feet.
      3. Any intersection that accesses an arterial street shall provide an additional turn lane access.
   d. Cul-de-Sacs and Turn-a-Rounds.
      1. In general, dead end (cul-de-sac) streets in partitions or subdivisions should not exceed four hundred (400) feet in length and must terminate in a turn-a-round with a minimum property line radius of forty-five (45) feet or other type of turn-a-round approved by the Planning Commission.
      2. Approved turn-a-rounds shall be provided on all dead end streets.
7. Public Access Ways: When necessary for public convenience and safety, the City may require a subdivider to dedicate to the public access ways ten (10) to twenty (20) feet in width to connect cul-de-sacs, to pass through oddly shaped

or unusually long blocks, to provide for networks of public paths according to adopted plans or to provide access to schools, parks, beaches or other public areas, and be of such design and location as reasonably required to facilitate public use.

8. Traffic Impact Analysis. See Section 16.72.140.
9. Lots and Parcels.
    a. Every lot/parcel shall abut a public street or private road. A flag lot with the staff that does not comply with the required minimum lot widths for the zone it is located in is permitted but shall not be less than twenty-five (25) feet minimum frontage.
    b. Each side line shall be as close to perpendicular to the adjacent street/road or radial to a curved street/road as possible.
    c. Lots/parcels with double frontage shall not be permitted unless, in the opinion of the City, it is unavoidable.
    d. The staff portion of a flag lot shall not be used in computing lot size for zoning and building purposes.
10. Utility Easements: Where alleys are not provided, easements of not less than ten (10) feet in width may be required on side or rear lines if determined to be necessary for utility lines, wires, conduits, storm and sanitary sewers, gas and water.

    Easements of the same or greater widths may be required along boundary lines or across lots where necessary for the extension of utility lines, waterways, and walkways, and to provide necessary drainage ways or channels.
11. Water Service: All lots/parcels shall be served by water service provided by the City or others unless the City has received and accepted:
    a. Certification that water service has been provided to the boundary line of each lot/parcel, and utility location maps are furnished to the City; or
    b. Certification by the owner or superintendent of a State certified public or privately owned domestic water supply system that water service has been installed to the boundary line of each lot/parcel; or
    c. A performance agreement, bond, contract or other assurance that water service will be provided to the boundary line of each lot/parcel.
12. Sewer: No plat of a subdivision or parcel in a partition shall be approved unless the City has received and accepted:
    a. Certification that City sewer service has been provided to the boundary line of each lot/parcel and utility location maps are furnished to the City; or
    b. Certification by the County sanitarian for septic approval of each lot/parcel; or
    c. A performance agreement, bond, or contract or other assurance that sewer service will be provided to the boundary line of each lot/parcel.

When septic approval has been obtained, the property owner will be required to waive objection to the formation of an LID for the purpose of providing sewer to the property. In the event that sewer becomes available to the lot/parcel, replacement of a septic system will not be allowed. Parcels with adequate septic systems will not be required to hook up to sewer until such time as replacement of the septic system is necessary.

13. Drainage: No plat of a subdivision or parcel in a partition shall be approved unless the City has received and accepted:
    a. Width, depth and direction of flow of all drainage channels on the property;
    b. Names, depth and direction of flow of all drainage and approximate grade of all streets within and abutting the subdivision;
    c. Location, size and type of conduit used in drainage channels and driveway accesses;
    d. Inspection and approval of dry-wells installed on the property by the Public Works Director.
    e. Inspection and approval of drainage disposal by the Public Works Director.

B. The following shall apply to subdivisions only:
    1. Parks and Open Space. In subdivisions or planned developments the City shall require the subdivider to pay a park assessment fee based on the size of the subdivision. The City Council shall determine by resolution, from time to time, the amount of the park assessment fee to be charged to the subdivider under this section.
    2. Block Length. Blocks shall be no longer than one thousand two hundred (1,200) feet in length between street lines.
    3. Partial Development. If a proposed subdivision area includes only part of the tract owned by the subdivider, the City may require a sketch of the tentative layout of streets in the remainder of that tract.
    4. Phase Development. A developer of a subdivision may file a plat on a portion or phase of the approved tentative plan. If the subdivision is submitted for plat approval in phases, each phase must be able to qualify in all respects to the applicable requirements of approval of the tentative plan as well as any changes or additions to the code which may have occurred subsequent to the approval of the tentative plan. If the subdivision is a planned unit subdivision, each phase must be able to qualify for approval independently from the balance of the approved tentative plan.
    5. Duplication of names: The name of a tentative plan of a proposed subdivision must not duplicate the name used in any other legally recorded subdivision in Lincoln County, except for the words "town", "city", "place", "court", "addition", or similar words, unless the land platted is contiguous to and platted by the same party that platted the subdivision bearing that name or unless the party files and records the consent of the party that platted the subdivision bearing that name. All plats must continue the block numbers of the plat of the same name last filed.

6. Planned unit subdivisions. The tentative plan and plat application procedures for planned unit subdivisions are the same as for other subdivisions. A planned unit subdivision is subject to all applicable provisions contained in the Planned Development (P-D) overlay zone section of this title (Chapter 16.60).
7. Underground utilities. In any subdivision which includes the construction of new public or private streets, underground utilities shall be provided to City standards. Where a subdivision is proposed to front on existing streets which contain existing utility construction, underground utilities shall not be required unless the affected utility companies have adopted a schedule for the construction of underground utilities for the area.
8. Other street improvements.
    a. In any subdivision which includes the construction of new private or public streets, concrete curbs, gutters, and sidewalks shall be provided. These improvements shall be of a design and location acceptable to the City for the purpose of pedestrian use and drainage control.
    b. Residential and service driveways shall conform to standards established under City code or any amendments or other standards as established by the City Council.
9. Time Extensions. If all phases are not completed within the required two year time period for tentative approval, a time extension must be applied for subject to provisions contained in Section 16.100.050(F) of this chapter.
10. Fire Protection. All proposals for a partition or subdivision shall be sent to the Central Oregon Coast Fire and Rescue District ("COCFRD" or "fire district") for review and comment. If, in the opinion of the fire district, a fire hydrant(s) is necessary for the protection of life and property on the new parcel(s) or lot(s) created by a subdivision or partition, the subdivider/partitioner shall provide the same together with the required water line at its sole expense to the location requested on the subject property by the fire district.

Staff Analysis*: Section 16.30.010.C allows residential use in the Downtown District Zone as an outright use. Therefore, all land use and permitting were handled by the City Planner.*

The townhouses received building permits in Spring of 2024. The units were completed and Occupancy Certificates issued in May of 2025. All residential standards identified in Section 16.30.090 were met, or did not apply, at the time of the building permit applications. The building permits also included Fire District review and approval.

Roadway, sidewalk, sewer, water, storm drain, and power improvements were all required as part of the construction of the townhouses. All units front and have access from NW Huckleberry Street. All units have their own water and sewer accounts. A traffic impact analysis was not required since anticipated traffic generated was below the mandated study threshold. All the required improvements have been completed as per the standards identified in Section 16.100.040.

The proposed subdivision conforms to the Waldport Comprehensive Plan and development regulations of the City. The property is in the Downtown District Zone. The DD zone does not have required setbacks or lot size minimums. Therefore, the partitioned lots meet the lot size and setback requirements.

A park assessment fee based on the size of the subdivision is required. The current park assessment fee to be charged to the developer, per Resolution No. 875, sets the fee at $1 per square foot of 5% of the total acreage.

Specifically stated: "The park assessment fee shall be assessed based upon gross acreage of the parcel to be subdivided, without deductions for rights of way or other easements, and the formula for calculating the fee is as follows: Gross parcel size (in sq. ft.) x .05 x rate per sq. ft. ($1.00)."

Five percent of the gross parcel size (10,189 square feet) equals 509.45 square feet. ***Therefore, the park assessment fee for the proposed subdivision totals $509.45****.*

All required improvements have been completed to City standards.

16.100.50 Procedure For Subdividing, Partitioning Or Replatting Land

A. Pre-Application Conference. Prior to submitting a tentative plan of a subdivision, partition, or replat, the applicant shall confer with the City Planner regarding the requisites of the tentative plan application and the applicable standards and criteria of this chapter.

B. Tentative plan requirements. The submitted tentative plan for a subdivision, partition, or replat shall contain all of the information listed in the applicable City of Waldport application form. If the proposal includes new access from a State highway, the applicant shall submit documentation that the Oregon Department of Transportation is willing to issue the requested road approach permits.

C. Tentative plan application and review for subdivisions and partitions. The procedure for application and review of the tentative plan of a subdivision shall be as set forth in Section 16.108.020(C) of this title. The procedure for application and review of the tentative plan for a partition shall be as set forth in Section 16.108.020(B) of this title.

D. Tentative plan application and review for replats.
   1. If the proposed replat involves three (3) lots or less and is for the purpose of lot boundary changes only, procedure for review and approval of the tentative plan shall be as set forth in Section 16.108.020(B) of this title.
   2. If the proposed replat involves four (4) lots or more or includes changes to street right-of-ways, utilities, or any other features besides boundary lines, procedure for review and approval of the tentative plan shall be as set forth in Section 16.108.020(C) of this title.
   3. For replats of previously recorded partition plats, procedure for review and approval of the tentative plan shall be as set forth in Section 16.108.020(B) of this title.

E. Time Limit on tentative approval. Approval of a tentative plan of a partition, subdivision or replat is valid for a period of three (3) years per phase from the effective date of the approval. Phases are allowed to run consecutively, e.g. Phase 1:

Years 1-3, Phase 2: Years 4-6. If no request for final approval or time extension has been received within the approved period, the tentative plan approval shall expire.

F. Time extension on preliminary plan approval. Approval of a preliminary plan may be extended upon written request. Requests for time extensions shall be considered and acted upon in accordance with Section 16.108.020(A) of this title or may be submitted to the planning commission for their decision. In considering a request for time extension, the city planner or the commission may consider to what extent any required improvements have been constructed or completed, whether there have been any changes in circumstances or applicable code or statutory requirements which could have affected the original approval, and whether additional conditions or requirements could be imposed on the preliminary plan approval which would satisfactorily address any deficiencies resulting from changed circumstances or code or statutory requirements. In granting a request for a time extension, the city planner or the planning commission may impose such additional conditions or requirements as are considered appropriate. A time extension shall be for a period of three (3) years. Not more than one (1) time extension of a preliminary plan approval may be granted. (Ord. 768 § 7, 2019)

In considering a request for time extension, the City Planner or Commission may consider the following:

1. To what extent any required improvements have been constructed or completed;
2. Whether there have been any changes in circumstances or in applicable code or statutory requirements which would render the original approval inappropriate or non-conforming;
3. Whether additional conditions or requirements could be imposed on the tentative plan approval which would satisfactorily address any deficiencies resulting from changed circumstances or code or statutory requirements. In granting a request for a time extension, the City Planner or the Commission may impose such additional conditions or requirements as are considered appropriate.

G. Revision of tentative plan. If an approved tentative plan of a partition or administrative replat is to be substantially revised, such revision shall be filed as a new application for tentative plan approval. If an approved tentative plan for a subdivision or replat described in subsection (D)(2) of this section is revised in any way, the Planning Commission shall review the proposed revision to determine if a new application for tentative approval will be required.

H. Certifications required for final approval. Requests for final approval of a subdivision, partition or replat shall be accompanied by the following:

1. A copy of all covenants and restrictions;
2. Copies of legal documents required for dedication of public facilities or for the creation of a homeowner's association;
3. The certification, performance agreement or statement regarding the installation of water and sewerage services;
4. As-built certifications for all required roads and/or utilities unless otherwise guaranteed by a performance agreement;
5. A plat and one exact copy meeting the requirements of Section 16.100.060 of this chapter and ORS 92.050-92.100.

6. When access from a State highway or County road is proposed, a copy of the approach road permit issued by the Oregon Department of Transportation or the Lincoln County Road Department.
7. A preliminary title report, lot book report, subdivision guaranty report or equivalent documentation of the ownership of the subject property, issued not more than thirty (30) days prior to the date the final plat is submitted for final approval. Such a report shall also identify all easements of record.
8. Such other information as is deemed necessary by the City Planner or Commission to verify conformance with the conditions of tentative approval.

I. Procedure for final approval of partitions. *Does Not Apply.*

J. Procedure for final approval of replats. *Does Not Apply.*

K. Procedure for final approval of subdivisions.

1. When the City Planner determines that all of the certifications set forth in subsection H of this section have been met and that the plat conforms in all respects to the tentative plan as approved, consideration of the plat will be placed on the next scheduled meeting of the Planning Commission for determination that all requirements have been met. The Commission shall then approve, disapprove for cause, or, when further information is required, postpone a decision on the plat.
2. Unless appealed in accordance with Section 16.108.020(H) of this title, the decision of the Planning Commission shall become effective fifteen (15) days after the decision is rendered, in accordance with Section 16.108.020(F) of this title. When the approval becomes effective, the Planning Commission chairperson shall sign the plat and its exact copy.
3. Following the Planning Commission chairperson's signature, the City shall deliver the plat and its exact copy to the Lincoln County Surveyor. The County Surveyor shall review the plat for conformance with the requirements of subsection H of this section and the provisions of ORS 92.050-92.080.
4. Upon approval of the County Surveyor, subdivision plats shall be circulated for signing to the following officials:
    a. The County Treasurer, whose signature shall certify that all taxes on the property have been paid;
    b. The County Assessor, whose signature shall certify that the plat is signed by the owner or owners of record.
5. Upon signing by the County Treasurer and County Assessor, subdivision plats shall be delivered to the County Clerk for recording.
6. The signature of the chairperson on a final subdivision plat shall be valid for a period of one (1) year. If a plat has not been recorded within one (1) year of the date of the signature, the final approval of the plat by the director, in accordance with subsection J of this section shall expire, and a new request for final approval shall be required.

Staff Analysis*: Section 16.30.010.C allows residential use in the Downtown District Zone as an outright use. Therefore, all land use and permitting were handled by the City Planner.*

The townhouses received building permits in Spring of 2024. The units were completed and Occupancy Certificates issued in May of 2025. All residential standards identified in Section 16.30.090 were met, or did not apply, at the time of the building permit applications. The building permits also included Fire District review and approval.

Roadway, sidewalk, sewer, water, storm drain, and power improvements were all required as part of the construction of the townhouses. All units front and have access from NW Huckleberry Street. All units have their own water and sewer accounts. A traffic impact analysis was not required since anticipated traffic generated was below the mandated study threshold. All the required improvements have been completed as per the standards identified in Section 16.100.040.

The proposed subdivision conforms to the Waldport Comprehensive Plan and development regulations of the City. The property is in the Downtown District Zone. The DD zone does not have required setbacks or lot size minimums. Therefore, the partitioned lots meet the lot size and setback requirements.

The applicant has provided the following documents as part of their application:

- *Bylaws of Bay's Edge Townhomes Homeowners Association*
- *Declaration of Covenants, Conditions, Restrictions and Reservations For Bay's Edge Townhomes Homeowners Association*
- *Shared Wall Agreement And Garbage Easement*
- *Bays Edge Townhomes Subdivision Plat*
- *Public Record Report For New Subdivision Or Land Partition*
- *Certificate of Roadway Improvement Compliance.*

All required improvements have been completed to City standards.

Since the townhouses have been built including roadways, sidewalks, and utility improvements, the applicant's request is for Final Approval of the Subdivision. The documents submitted meet the requirements of Section 16.100.050.H.

Staff Recommendation: Based upon staff review and evaluation of the applicant's proposal, staff finds that the submitted Subdivision Plan is in conformance with the Waldport Municipal Code requirements for subdividing land.

C. CONCLUSIONS

In evaluating the request, the Planning Commission bases its decision on compliance with the applicable code standards.

If the request is denied, the Planning Commission should state the general reasons and facts relied on, and direct staff to prepare findings for adoption at the next meeting. If the request is denied, the action must be based on reasons related to orderly development and the best interests of the surrounding area or the city as a whole.

If the request is approved, staff offers recommended conditions, which may be added to or amended at the Commission's discretion:

1. **Conformance with DD Uses and Standards.** Parcels shall continue to adhere to Downtown District standards.
2. **Park Assessment Fee.** Prior to final approval, the applicant shall be required to pay a park assessment fee of $509.45 to the City of Waldport.
3. **Recorded Plat and Documents.** A plat of the Subdivision, and related documents (HOA, CCRs, etc.) meeting the requirements of Section 16.100.050(H) and ORS 92.050-92.100 shall be submitted to the city planner for a determination of substantial conformity with the final plan. The City shall deliver the plat, its exact copy, and the related documents to the Lincoln County Surveyor. The County Surveyor shall review the plat for conformance with the provisions of ORS 92.050-92.080.
4. **Timing.** The final subdivision plat shall be valid for a period of one (1) year. If a plat has not been recorded within one (1) year of the date of the Planning Commission Chairperson's signature, the final approval of the plat shall expire, and a new request for final approval shall be required.
5. **Appeal.** Unless appealed in accordance with Section 16.108.020(H) of this title, the decision of the Planning Commission shall become effective fifteen (15) days after the decision is rendered, in accordance with Section 16.108.020(F) of this title. When the approval becomes effective, the Planning Commission chairperson shall sign the plat and its exact copy.

Submitted by:

Jaime White
City Planner

Enclosure: Application Documents
Subdivision Plat
HOA, CC&R, and Shared Wall Documents
Waldport Development Code Chapter 16.100 Land Division

Sweet Homes
280

NATIONAL
NATIONAL

NATIONAL
RENT-A-FENCE
800-352-5675
Sweet Homes
vacation getaways
(800) 519-0437

Fee $1,050

Receipt # 850279

CITY OF WALDPORT

Land Use Application

TO BE COMPLETED BY OFFICE:

1. Date Received 7/2/2025
2. Case File Number #1-SUB-PC-25 Staff Initials JW
3. Action Requested C.U. _____ N.C.U. _____ Variance _____ Action: Administrative _____ Planning Commission ✓ Zone Change _____ Other SUBDIVISION
4. Current Zoning DD Current Plan Designation DD Lot Size 0.15
5. Previous Planning Actions on Property Building Permit
6. Existing Code Violation(s) NONE

TO BE COMPLETED BY APPLICANT:

Purpose of Application Subdividing to sell 4 of the 8 Units To Create housing for the community and pay off my builders Loan

Property Description T 18 S, R 12 W, W.M., Section 14 Tax Lot(s) 2100/200

Applicant's Name Chad Berry

Address 280 NW Huckleberry City Waldport State OR

Zip Code _____ Daytime Phone Number 360-791-3431 E-Mail Chad@Thekitchenm

Relationship to Property owner / contractor

(Owner, Contract Purchaser, etc.)

Agent (if any) _____

Existing Structures yes

Current/Proposed Utilities: Sewage City Water city Electrical Lincoln PUD

Anticipated Date of Development completed

INFORMATION REQUIRED

for

LAND USE APPLICATION

For all land use permit applications, the following minimum information must be submitted for the application to be considered complete:

1. Plot plan, drawn to scale, of the subject property showing:
   A. all property lines
   B. all existing and proposed buildings and setbacks from all property lines
   C. the location of water and sewer lines, septic system, and all existing and proposed easements
   D. access to the property, and whether it is a state highway, county road, public road or private easement. Note: Applicant should check to determine if an access permit is required.
   E. all wetland areas, areas of geological hazard, streams and waterways, and areas subject to flood hazard
   F. general description of the topography and vegetation
   G. plans for fencing
   H. the date, north point and scale of drawing

2. Total floor area, height and use of all existing and proposed structures.

3. Operating characteristics of all proposed commercial and industrial uses (what, where, when & how).

4. Location of all required off-street parking and loading facilities, if any.

5. Size, location and tentative design of proposed signs, if any.

6. Other information as determined by staff, i.e geotechnical, wetland, structural reports, etc.

NOTE: ALL APPLICATIONS MUST BE COMPLETE. FAILURE TO SUBMIT A COMPLETE APPLICATION WILL DELAY THE ACCEPTANCE AND PROCESSING OF YOUR APPLICATION.

Signature of Property Owner — Date: 6/24/2025

Signature of Applicant (if other than property owner) — Date

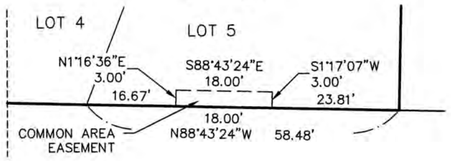
BAYS EDGE TOWNHOMES

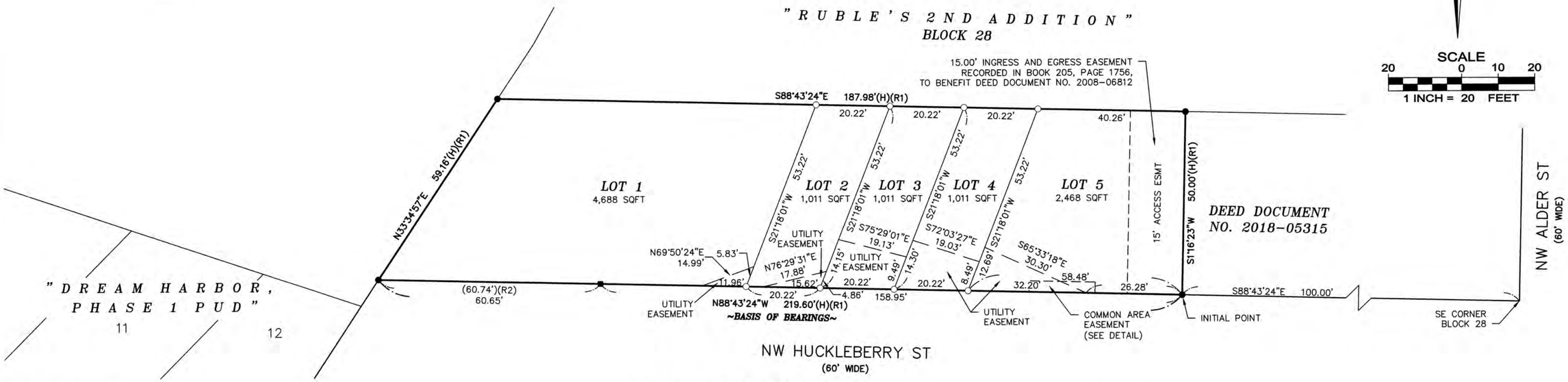
A PORTION OF BLOCK 28, "RUBLE'S SECOND ADDITION TO WALDPORT",
LOCATED IN THE NORTHEAST ONE-QUARTER OF SECTION 19,
TOWNSHIP 13 SOUTH, RANGE 11 WEST, OF THE WILLAMETTE MERIDIAN,
CITY OF WALDPORT, LINCOLN COUNTY, OREGON

DATE: JULY 1, 2025

SURVEYED FOR: THE KITCHEN HELPERS, INC.

DETAIL
1" = 20'





SCALE
20 0 10 20
1 INCH = 20 FEET

NARRATIVE

THE BASIS OF BEARING AND LOCATION OF THE BOUNDARY PER CS #21610, LINCOLN COUNTY RECORDS.

THE PURPOSE OF THIS SURVEY IS TO SUBDIVIDE THE PROPERTY DESCRIBED IN DEED DOCUMENT NO. 2023-00584 INTO EIGHT LOTS FOR A FUTURE SUBDIVISION.

SURVEYOR'S CERTIFICATE

I, SHAUN P. FIDLER, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF OREGON, CERTIFY THAT I HAVE CORRECTLY SURVEYED AND MARKED WITH PROPER MONUMENTS THE LAND REPRESENTED ON THE ATTACHED SUBDIVISION PLAT, BEING A PORTION OF BLOCK 28, "RUBLES SECOND ADDITION TO WALDPORT",, LOCATED IN THE NORTHEAST ONE-QUARTER OF SECTION 19, TOWNSHIP 13 SOUTH, RANGE 11 WEST, OF THE WILLAMETTE MERIDIAN, IN THE CITY OF WALDPORT, LINCOLN COUNTY, OREGON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INITIAL POINT, BEING A POINT ON THE NORTH RIGHT-OF-WAY LINE OF NW HUCKLEBERRY STREET, WHICH BEARS SOUTH 88°43'24" EAST, 100.00' FROM THE SOUTHEAST CORNER OF BLOCK 28;

THENCE ALONG SAID NORTH RIGHT-OF-WAY LINE, NORTH 88°43'24" WEST, 219.60 FEET TO THE SOUTHWEST CORNER OF SAID DEED DOCUMENT NO. 2023-00584 PROPERTY;

THENCE NORTH 33°34'57" EAST, 59.16 FEET TO THE NORTHWEST CORNER OF SAID DEED DOCUMENT NO. 2023-00584 PROPERTY;

THENCE SOUTH 88°43'24" EAST, 187.98 FEET TO THE NORTHEAST CORNER OF SAID DEED DOCUMENT NO. 2023-00584 PROPERTY;

THENCE SOUTH 01°16'23" WEST, 50.00 FEET TO THE INITIAL POINT.

CONTAINING 10,189 SQUARE FEET, MORE OR LESS.

DECLARATION

KNOW ALL PERSONS BY THESE PRESENTS: THAT THE KITCHEN HELPERS, INC., IS THE OWNER OF THE LAND REPRESENTED ON THE ANNEXED MAP, AND MORE PARTICULARLY DESCRIBED IN THE ACCOMPANYING SURVEYOR'S CERTIFICATE, AND HAVE CAUSED THE TO BE DIVIDED INTO LOTS AS SHOWN ON THE ACCOMPANYING PLAT ACCORDANCE WITH THE PROVISIONS OF O.R.S. CHAPTER 92.

_____
CHAD BERRY PRESIDENT

ACKNOWLEDGMENT

STATE OF OREGON)
) S.S.
COUNTY OF LINCOLN)

KNOW ALL MEN BY THESE PRESENTS: THAT ON THIS _____ DAY OF _____, 20____, BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID STATE AND COUNTY, PERSONALLY APPEARED CHAD BERRY, PRESIDENT OF THE KITCHEN HELPERS, INC., AN OREGON LIMITED LIABILITY COMPANY.

_____
NOTARY SIGNATURE

_____
NOTARY PUBLIC - OREGON

COMMISSION NO. _____

MY COMMISION EXPIRES _____

APPROVALS

_____ WALPORT CITY PLANNER DATE

_____ LINCOLN COUNTY SURVEYOR DATE

_____ LINCOLN COUNTY ASSESSOR DATE

_____ LINCOLN COUNTY TAX COLLECTOR DATE

_____ LINCOLN COUNTY COMMISSIONER DATE

_____ LINCOLN COUNTY COMMISSIONER DATE

_____ LINCOLN COUNTY COMMISSIONER DATE

STATE OF OREGON)
) S.S.
COUNTY OF LINCOLN)

I DO HEREBY CERTIFY THAT THE SUBDIVISION PLAT WAS RECEIVED FOR RECORD AND RECORDED ON THIS _____ DAY OF _____, 2024 AT _____ O'CLOCK __.M., AND RECORDED AS SUBDIVISION PLAT NUMBER _____ LINCOLN COUNTY RECORDS.

REFERENCE SURVEYS

(R1) CS #21610
(R2) CS #17992

LEGEND

○ 5/8" X 30" IRON ROD WITH YPC INSCRIBED "CMT 50333" SET ON _____.
● FOUND 5/8" IRON ROD WITH YPC INSCRIBED "CMT PLS 50333" (H)(R1)
■ FOUND 5/8" IRON ROD W/ PC INSCRIBED "LOOMIS PLS 1908" (H)(R2)
CS = COUNTY SURVEY #
(H) = HELD
SQFT = SQUARE FEET
R1 = SURVEY REFERENCE

REGISTERED PROFESSIONAL LAND SURVEYOR
OREGON
JULY 12, 2005
SHAUN P. FIDLER
50333

EXPIRES DECEMBER 31, 2025

I HEREBY CERTIFY THIS TO BE A TRUE AND EXACT COPY OF THE ORIGINAL PLAT

SHEET 1 OF 1

CMT SURVEYING AND CONSULTING
20330 SE HIGHWAY 212
DAMASCUS, OR 97089
PHONE (503) 850-4672 FAX (503) 850-4590
Y:\500-1379\dwg\5001379PLAT.dwg

BYLAWS

OF

BAY'S EDGE TOWNHOMES HOMEOWERS ASSOCIATION

Effective: September ___, 2024

ARTICLE 1

Definitions

1.1 "Association" means and refers to the Bay's Edge Townhomes Homeowners Association.

1.2 "Association Property" means and refers to the real property described in Exhibits A to the Declaration of Covenants, Conditions and Restrictions for Bay's Edge Townhomes Homeowners Association.

1.3 "Common Elements" means any property owned, or otherwise maintained, repaired or administered by the Association that are not owned individually by one of the Owners.

1.4 "Common expense" means expenditures made by or financial liabilities of the Association, together with any allocations to reserves.

1.5 "Declarant" shall mean The Kitchen Helpers, LLC, the original owner and developer of the Planned Unit Development.

1.6 "Governing documents" means these Bylaws, the plat, survey map and plans, the Declarations, as each may be amended from time to time, rules and regulations of the Association, or other written instruments by which the Association has the authority to exercise any of the powers provided for by law or to manage, maintain, or otherwise affect the Property under the jurisdiction and control of the Association.

1.7 "Owners" or "members" mean the owners of the parcels and may be individuals, corporations, partnerships, associations, trusts and other legal entities.

1.8 Additional definitions applicable to the Association are set forth in the Declaration and hereby fully incorporated into these Bylaws by reference.

ARTICLE 2

Membership

2.1 Members. The members of the Association shall each owner. The Board shall prepare a register of the names of all owners, their addresses, phone numbers, e-mail addresses and details of any voting designation.

2.2 Membership Meetings.

2.2.1 Turnover Meeting. Declarant shall call a turnover meeting within sixty (60) days after conveyance to persons other than the Declarant of fifty percent (50%) of the total number of Units which may be constructed under the approval for the Planned Unit Development. Notice of this meeting shall be given to all Unit owners as provided in Section 3.3. Provided that a quorum of members is present, the Board of Directors shall be elected as provided in Section 4.3. Nothing in this Section shall be construed as preventing the Declarant from calling the turnover meeting prior to the date specified above, or from called informal, informational meetings of the Unit owners.

2.2.2 Initial and Annual Meetings. The first meeting shall be held on such date and time noticed by the initial Board of Directors in the manner set forth in Section 2.3. Each subsequent annual meeting of the members of the Association shall be held during the same month of each subsequent year. At such meetings, the members of the Association shall elect a Board of Directors. The members may also transact such other business as may properly come before the meetings.

2.2.3 Regular Meetings. The Board of Directors by resolution may set a schedule for regular meetings of the Association members for the ensuing year. Notice of regular meetings shall be provided as set forth in Section 2.3.

2.2.4 Special Meetings. Special meetings of the Association members may be called by the President or a two-thirds majority of the Board of Directors. Notice of special meetings shall be provided as set forth in Section 2.3.

2.2.5 Open Meetings. All meetings of the Board shall be open to Owners. Upon the affirmative vote in open meeting to assemble in closed session, the Board of Directors may convene in closed executive session to consider personnel matters; consult with legal counsel or consider communications with legal counsel; and discuss likely or pending litigation matters

involving possible violations of the governing documents of the Association and matters involving the possible liability of an Owner to the Association. Notice of each Board meeting shall be posted at a place or places on the Property at least three (3) days prior to the meeting or notice shall be provided by method otherwise reasonably calculated to inform the Owners of such meeting. Only emergency meetings of the Board may be conducted by telephonic communication, and Owners will not be entitled to notice of or to be present at emergency meetings of the Board.

2.3 Notice of Member Meetings. For any meeting of the members, the Secretary or other officer of the Association specified in these Bylaws shall cause notice of meetings to be hand-delivered or sent prepaid by first class United States mail to the mailing address of each member or to any other mailing address designated in writing by the members. The notice shall be given not less than 10 days or more than 30 days in advance of any meeting.

2.4 Quorum. A quorum is present if Owners holding 50% of the Total Voting Power of the Association are present in person or by proxy at the beginning of the meeting.

2.6 Voting.

2.6.1 Total Voting Power. The Total Voting Power equals the number of parcels in the association. At each meeting of the members, each parcel may be represented by one member, by proxy executed in writing by the member or by the member's duly authorized attorney-in-fact (the "voting member"). There shall be one vote per unit.

2.6.2 Voting by Members. When a quorum is present at any meeting, the vote of a majority of the Total Voting Power represented in person or by written proxy at the meeting shall decide any question brought before such meeting. Such vote shall be binding upon all members of the Association, unless the question is one upon which, by express provision of the Acts, the Declaration, or these Bylaws, a different vote is required, in which case such express provisions shall govern and control the decision of such question.

2.7 Proxies. All proxies shall be in writing and filed with the Secretary of the Association before the meeting at which the proxies are to be used. Every proxy shall be valid for a period of eleven months, or until it is earlier revoked by written notice delivered to the person presiding over a meeting of the Association and shall automatically cease upon conveyance of the members' interest in any Units in the Association's jurisdiction.

2.8 Waiver of Notice. Any member may, in writing, waive notice of any meeting before, at, or after the meeting, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a member whether in person or by proxy at any membership meeting shall be a waiver of notice of the time and place of the meeting, except where a member attends the

meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

2.9 Consent to Actions Without Meeting. Whenever the vote of the members is required, the meeting and vote of the members may be dispensed with if all members who would have been entitled to vote upon the action shall consent in writing to such action being taken, and, unless otherwise provided in the consent, such action shall be effective when the last member signs the same.

2.10 Assents. All present and future Owners, tenants, occupants, or any other persons occupying and/or using in any manner the facilities or any part of the Planned Unit Development are subject to and shall comply with the terms, conditions and provisions set forth in these Bylaws and in the Declaration. The mere acquisition of a Unit or the mere act of occupancy of any Unit shall constitute ratification of these Bylaws.

ARTICLE 3

Directors

3.1 Number of Directors. A Board of Directors consisting of three directors shall manage the affairs of the Association.

3.2 Qualification. All directors shall be Owners of the Association.

3.3 Term. The Board of Directors shall serve for a three-year term or until replaced or reelected.

3.4 Powers and Duties. The Association acting by and through the Board, or a Manager appointed by the Board, shall have all of the powers and duties necessary for the administration of the affairs of the Association, and all powers and authority permitted to the Association under Oregon statute including without limitation, the power to:

3.4.1 Adopt and amend Bylaws, rules and regulations;

3.4.2 Adopt and amend budgets for revenues, expenditures and reserves, and impose and collect Assessments for Common Expenses from Unit Owners;

3.4.3 Hire and discharge contracts with managing agents, and other employees, agents and independent contractors;

3.4.4 Make contracts and incur liabilities;

3.4.5 Regulate the use, maintenance, repair, replacement and modification of Common Areas;

3.4.6 Cause additional improvements to be made a part of the Common Areas;

3.4.7 Acquire, hold, encumber and convey in its own name any right, title, or interest to real or personal property;

3.4.8 Grant easements, leases, licenses and concessions through or over the Common Areas and petition for or consent to the vacation of streets and alleys;

3.4.9 Impose and collect any payments, fees or charges for the use, rental, or operation of the Common Areas;

3.4.10 Collect all common and special assessments levied in accordance with the Declaration of Covenants, Conditions, and Restrictions for Meridian Townhomes Homeowners Association;

3.4.11 Impose and collect charges for late payment of Assessments and, after notice and an opportunity to be heard by the Board or such representatives designed by the Board and in accordance with such procedures as provided in the Declaration or Bylaws or Rules and Regulations adopted by the Board levy reasonable fines in accordance with a previously established schedule thereof adopted by the Board and furnished to the Owners for violations of the Declaration, Bylaws, and Rules and Regulations of the Association;

3.4.12 Provide for the indemnification of its officers and Board of Directors and maintain Directors' and officers' liability insurance;

3.4.13 Assign its right to future income, including the right to receive Common Expense Assessments, but only to the extent the Declaration provides;

3.4.14 Exercise any other powers conferred by the Declaration or Bylaws;

3.4.15 Exercise all other powers that may be exercised in this state by a nonprofit corporation; and

3.4.16 Exercise any other powers necessary and proper for the governance and operation of the Association.

3.4.17 Designate one or more committees which, to the extent provided in the resolution designating the committee, shall have the powers of the Board in the management of

the affairs of the Association. At least one (1) member of each committee shall be a member of the Board.

3.4.18 Enforce by any legal means the provisions of the Oregon Homeowners Association Act, the Declaration, these Bylaws and any rules and regulations adopted hereunder.

3.5 Duties of Board of Directors. It shall be the duty of the Board of Directors to:

3.5.1 Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members' annual meeting;

3.5.3 Establish, levy, assess, and collect Assessments or charges referred to in the Declaration and these Bylaws as applicable to the Association;

3.5.4 Procure and maintain adequate liability insurance in the amount of $1 million per incident and keep a reserve fund maintained in an amount of one year's insurance premiums, and to procure adequate hazard insurance on Association Property and other assets owned by the Association;

3.6 Election of Directors and Term.

3.6.1 Initial Directors. The initial Board of Directors named in the Articles of Incorporation shall serve until the new Board of Directors is elected at the first meeting of the members.

3.6.2 Subsequent Directors. At the first meeting of the members the members shall elect three directors. Thereafter, elections shall be held each year at the annual general membership meeting unless a vacancy occurs prior to the normal expiration of that director's term. The directors shall each serve three-year terms.

3.7 Removal of Directors. The Unit Owners, by a two-thirds vote of the Total Voting Power of the Association represented and entitled to vote at any meeting of the Owners at which a quorum is present, may remove any member of the Board of Directors with or without cause.

3.8 Vacancies. Whenever any vacancy occurs in the Board of Directors by death, resignation, or otherwise, it shall be filled without undue delay by a majority vote of the remaining directors of the Board at a regular or special meeting of the Board.

3.9 Remuneration. No stated salary shall be paid to directors, as such, for their services, but by resolution of the Board of Directors, directors may be reimbursed for expenses incurred in carrying out their duties on behalf of the Association.

ARTICLE 4

Officers

4.1 Designation. The principal officers of the Association shall be the President, Vice-President and Secretary/Treasurer, all of whom shall be elected by the Board.

4.2 Election of Officers. The officers of the Association shall be elected annually by the Board at the organizational meeting of each new Board and shall hold office at the pleasure of the Board. Any person may hold concurrently any two offices, except that the same person may not concurrently hold the offices of President and Secretary. The offices of Vice President, Assistant Treasurer and Assistant Secretary need not be filled.

4.3 Removal of Officers. Upon the affirmative vote of a majority of the Directors, any officer may be removed either with or without cause, and a successor may be elected at any regular meeting of the Board, or at any special meeting of the Board called for such purpose.

4.4 President. The President shall be the chief executive officer of the Association. He or she shall preside at all meetings of the members of the Association and of the Board. The President shall have all the general powers and duties which are usually vested in a chief executive officer of a corporation. including but not limited to the power to appoint committees from among the Unit Owners from time to time as the President may in his or her discretion decide is appropriate to assist in the conduct of the affairs of the Association. The President shall have the right to exclusively park in the northern most parking space located within the common area.

4.5 Secretary. The Secretary shall keep the minutes of all meetings of the Board and the minutes of all meetings of the members of the Association. He or she shall attend to the giving and serving of all notices to the Unit Owners and Directors and other notices required by law. The Secretary shall keep the records of the Association, except for those to be kept by the Treasurer and shall perform all other duties incident to the office of Secretary of a corporation and as may be required by the Directors or the President. The Secretary shall compile and keep up to date at the corporate office of the Association a complete list of the members and their registered mailing address. This list shall also show opposite each member's name the Identifying Number, address or other appropriate designation of the Unit owned by such member. Such list shall be open to inspection by members and other persons lawfully entitled to inspect the same at reasonable times during regular business hours. In addition, the Secretary shall act as Vice President, taking the place of the President and performing the President's duties whenever the President is absent or unable to act, unless the Directors have appointed another Vice President.

4.6 Treasurer. The Treasurer shall have the responsibility for Association funds and securities and shall be responsible for keeping full and accurate financial records and books of accounts showing all receipts and disbursements, and for the preparation of required financial statements. He or she shall be responsible for the deposit of all monies and other valuable effects in such depositories as may from time to time be designated by the Board and shall disburse funds of the Association upon properly authorized vouchers. The Treasurer shall perform all other duties incident to the office of Treasurer of a corporation and such other duties as may be assigned to him or her by the Board or the President.

4.7 Execution of Instruments. All agreements, contracts, deeds, leases, and other instruments of the Association, except checks, shall be executed by such person or persons as may be designated by general or special resolution of the Board and, in the absence of any general or special resolution applicable to any such instrument, then such instrument shall be signed by the President. All checks shall be signed by the Treasurer and another duly elected officer.

4.8 Compensation of Officers. No officer who is a member of the Board shall receive any compensation from the Association for acting as an officer, unless such compensation is authorized by a resolution duly adopted by the Unit Owners. The Board may affix any reasonable compensation to be paid to any officers who are not also Directors.

ARTICLE 5

Fiscal Policy

5.1 Record-Keeping. The Association through its Treasurer or managing agent shall keep financial and other records sufficiently detailed to enable the Association to declare to each Owner the true statement of its financial status.

5.2 Examination of Records. All records of the Association, including the names and addresses of Owners, shall be available for examination by all Owners. The Association shall have a reasonable time to produce said records. The Association may impose and collect a reasonable charge for copies and any reasonable costs incurred by the Association in providing access to records.

5.3 Deposit of Funds. The funds of the Association shall be kept in accounts in the name of the Association. Cash reserves may be maintained for any other purpose with approval of 70% of directors and 70% of owners.

5.5 Withdrawal of Funds. The Treasurer or any other agent of the Association duly appointed by the Board of Directors shall sign all checks and drafts against the Association. All financial commitments made by the Board dealing with the current year shall be honored by the new Board and reflected in the new budget statement for the ensuing year.

5.6 Funding. The Board of Directors shall prepare for discussion and adoption by a majority of Owners a yearly budget.

5.7 Fiscal Year. The fiscal year shall be from January 1st to December 31st.

ARTICLE 6

Amendments to Governing Documents

These Bylaws shall be amended only with approval of sixty-seven percent (67%) of the Owners.

ARTICLE 7

Arbitration

Any and all disputes that may arise between the association and owners or regarding these Bylaws in any way will be settled by binding arbitration in Lincoln County, Oregon according to the laws of the State of Oregon. The prevailing party shall be awarded their attorney fees and costs.

Bay's Edge Townhomes Homeowners Association

_____

Chad Berry
for Bay's Edge Townhomes Homeowners Association

DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND RESERVATIONS FOR BAY'S EDGE TOWNHOMES HOMEOWNERS ASSOCIATION

THIS DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND RESERVATIONS FOR BAY'S EDGE TOWNHOMES HOMEOWNES ASSOCIATION is made and executed this _____day of _____, 2025 by The Kitchen Helpers, Inc. ("Declarant").

RECITALS

Declarant is the owner of real property legally described on Exhibit "A" which is attached hereto and incorporated herein by this reference. The entire property described on Exhibit "A" is referred to herein as the "Property" located in Lincoln County, Oregon. The number of lots created is depicted in the recorded Plat Map.

Declarant desires to create a general plan of development of the Property for the mutual benefit of all future owners. This Declaration further establishes certain restrictions on the various uses and activities that may be permitted on the Property.

NOW, THEREFORE, Declarant hereby declares that all of the Property shall be held, sold, and conveyed subject to the following covenants, conditions, restrictions and easements, which shall run with the Property and shall be binding upon all parties having or acquiring any right, title or interest in the Property or any part thereof, and shall inure to the benefit of each owner thereof.

Now, therefore, the Declarant hereby file this Declaration as follows:

Article 1
INTERPRETATION

1.1 Covenant Running with Land. It is intended that this Declaration shall be operative as a set of covenants running with the land, or equitable servitudes, binding on Declarant, its successors and assigns, all subsequent owners of the Property, together with their grantees, successors, heirs, executors, administrators, devises or assigns.

1.2 Captions and Exhibits. Captions given to the various Articles and Sections herein are for convenience only and are not intended to modify or affect the meaning of any of the substantive provisions hereof. The various Exhibits referred to herein and attached hereto shall be deemed incorporated herein by reference as though fully set forth herein where such reference is made.

Article 2
DEFINITIONS

When used in this Declaration, the following terms shall have the following meanings:

2.1 "Assessment" means all sums chargeable by the Association against a Unit, including, without limitation:

2.1.1 regular and special Assessments for Common Expenses, charges, and fines imposed by the Association;

2.1.2 interest and late charges on any delinquent account; and

2.1.3 costs of collection, including reasonable attorney fees, incurred by the Association in connection with the collection of a delinquent Unit Owner's account.

2.2 "Association" means the association of Unit Owners established pursuant to Article 4 hereof.

2.3 "Board of Directors" or "Board" means the board of directors of the Association established pursuant to the Bylaws and Article 4 hereof.

2.4 "Bylaws" means the Bylaws of the Association as provided for in Article 4 hereof.

2.5 “Common Areas” means those areas, if any, the maintenance, repair or replacement of which is the responsibility of the Association including but not limited to certain landscaping areas, wetland buffers, perimeter fencing, entry gate and private roads as set forth on the face of the Plat, owned or otherwise maintained, repaired or administered by the Association.

2.6 “Common Expenses” means expenditures made by or financial liabilities of the Association, together with any allocations to reserves.

2.7 “Common Expense Liability” means the liability for Common Expenses allocated to each Unit.

2.8 “Conveyance,” “Convey,” or “Conveyed” means any transfer of the ownership of a Unit, including a transfer by deed, foreclosure or by real estate contract but shall not include a transfer solely for security.

2.9 “Declarant” means The Kitchen Helpers, LLC, its successors and assigns.

2.10 “Declaration” means this Declaration and any amendments thereto.

2.11 “Dispose” or “Disposition” means a voluntary transfer or Conveyance to a purchaser of any legal or equitable interest in a Unit, but does not include the transfer or release of a security interest.

2.12 “Eligible Mortgagee” means the holder of a Mortgage on a Unit that has filed with the Secretary of the Association a written request that he/she/it be given copies of notices of any action by the Association that requires the consent of Mortgagees.

2.13 “Foreclosure” means a forfeiture or judicial or nonjudicial foreclosure of a Mortgage, or a deed given in lieu thereof.

2.14 “Lot” means and refers to any legally segmented and alienable portion of the Property created through subdivision or any other legal process for dividing land and subjected to the Declaration by an appropriate recording.

2.15 “Manager” means the person or persons retained by the Board to perform such management and administrative functions and duties with respect to the Common Areas as are delegated to such Person and as are provided in a written agreement between such person or persons and the Association.

2.16 “Mortgage” means a mortgage or deed of trust that creates a lien against a Unit, and also means a real estate contract for the sale of a Unit.

2.17 “Mortgagee” means the beneficial owner, or the designee of the beneficial owner, of an encumbrance on a Unit created by Mortgage, and shall also mean the vendor, or the designee of a vendor, of a real estate contract for the sale of a Unit.

2.18 “Mortgagee of a Unit” means the holder of a Mortgage on a Unit, which Mortgage was recorded simultaneous with or after the recordation of this Declaration.

2.19 “Owner” means and refers to the records Owner of a fee in any Lot, including Declarant but excluding mortgagees or other persons or entities having such interest merely as security for the performance of any obligation. When one or more persons or entities own a Lot, all sub individuals or entities owning the Lot will be considered together as one Owner, jointly and severally liable and responsible for all purposes under this Declaration. Purchasers or assignees under recorded real estate contracts shall be deemed Owners as against their respective sellers or assignors.

2.20 “Party Wall” means and refers to any of the walls built on the Lot lines separating any of the Lots. When used in reference to particular Lots, it refers to the Party Wall on the Unit Lot line separating those Lots. The term “Party Wall” includes all components of and within that wall including, but not limited to, framing, joists, insulation, soundproofing, pipes, lines, wires, conduits, other utility infrastructure, and other components as originally constructed; all components as originally constructed and the supporting ground; all components above that wall including, but not limited to, the rafters, the roof, the parapet cap, and other components as originally constructed; and other components as originally constructed and the supporting ground; all components above that wall including, but not limited to, siding, trim, and other components as originally constructed.

2.21 “Party Wall Adjoining Lots” means and refers to each pair of Lots that share a Party Wall. When used in reference to a particular Owner, it refers to the Party Wall Adjoining Lot owned by that Owner. If a Lot has two or more Party Walls, the term “Party Wall Adjoining Lots” refers to the Lots that share a particular Party Wall.

2.22 “Person” means a natural person, corporation, partnership, limited partnership, trust, limited liability company, governmental subdivision or agency, or other legally recognized entities.

2.23 “Property” or “Real Property” means the real property described in Exhibit A.

2.24 “Plat” means the plat of Bay’s Edge Townhomes Homeowners Association filed with the Recorder of Lincoln County, Oregon.

2.25 “Purchaser” means any person, other than Declarant, who by means of a Disposition acquires a legal or equitable interest in a Unit other than as security for an obligation.

2.26 “Residential Purposes” means use for dwelling or recreational purposes, or both.

2.27 “Special Declarant Rights” means rights of Declarant, if expressly reserved in this Declaration for the benefit of Declarant, to:

2.27.1 complete improvements indicated on the Plat;

2.27.2 exercise any Development Right;

2.27.3 maintain sales offices, management offices, signs advertising the units, and model units;

2.27.4 use easements through the Common Areas for the purpose of making improvements within Real Property; or

2.28 “Unit” means a portion of the Property, whether developed or undeveloped, intended for development, use, and occupancy as a single-family residence. In the case of a parcel of vacant land or land on which improvements are under construction, the parcel shall be deemed to contain the number of units designated for residential use for such parcel on the site plan approved by Declarant until such time as a Certificate of Occupancy is issued on all or a portion thereof by King County. After issuance of a Certificate of Occupancy on any portion thereof, the portion designated in the Certificate of Occupancy shall constitute a separate Unit or units as determined above, and the number of units on the remaining land, if any, shall continue to be determined in accordance with this section.

2.29 “Unit Owner” or “Owner” means Declarant or such other Person who owns a Unit. “Unit Owner” or “Owner” means the vendee, not the vendor, of a Unit under a real estate contract.

Article 3
NAME OF ASSOCIATION

The name of this association is Bay’s Edge Townhomes Homeowners Association.

Article 4

This article is intentionally left blank.

Article 5
LOT BOUNDARIES

5.1 The Lot Boundaries are as shown on the Subdivision.

5.2 Any shared wall or roofs shall be deemed Party Walls as defined herein.

5.3 Where walls are designated as boundaries of a Lot, all lath, furring, wallboard, plasterboard, plaster, panelling, tiles, wallpaper, paint, and any other materials constituting any part of the finished surfaces thereof are a part of the Lot into which they face. All other portions of walls, floors, and roofs are party wall elements allocated proportionately to the Lot they serve.

5.4 If any chute, flue, duct, wire, conduit, bearing wall, bearing column, or any other fixture lies partially within and partially outside the designated boundaries of a Lot, any portion thereof serving only that Lot is allocated solely to that Lot, and any portion thereof serving more than one Lot is allocated proportionately to the Lots it serves.

5.5 Any fireplaces, shutters, awnings, window boxes, doorsteps, stoops, porches, balconies, decks, patios, and all exterior doors and windows or other fixtures designed to serve a single Lot, but located outside the Lot's boundaries, are allocated exclusively to that Lot.

Article 6
PARTY WALLS

6.1 The Party Wall as built as part of the original construction of the Community (which may be referred to as "common walls" or a similar phrase in some documents) are intended to serve as Party Walls for the Lots.

6.2 Nothing may be done that will lessen or impair the structural support and integrity of any of the Party Walls.

6.3 Each Owner of a Party Wall Adjoining Lot shall have the right to joint use, with the Owner of the Party Wall Adjoining Lot, of the Party Wall. Except as otherwise

expressly permitted in this Declaration, no windows, chimney flues, or other openings may be made in a Party Wall, and no Owner may undertake or permit any act that impairs the use of the Party Wall by the home on the other Party Wall Adjoining Lot.

6.4 Except as otherwise provided in this Declaration, the Owners of Party Wall Adjoining Lots shall equally share the cost of all reasonably necessary maintenance and repair of a Party Wall. If a Party Wall is damaged or destroyed by fire or other casualty or other cause, the Owners of the Party Wall Adjoining Lots shall, except as otherwise provided in this Declaration, equally share the cost to repair or reconstruct the Party wall to essentially the same condition as it was prior to such damage or destruction. The Owner of each Party Wall Adjoining Lots shall maintain the home of that Lot and take all other steps reasonably necessary to protect the Party Wall form damage deterioration from any cause, whether sudden or cumulative, including, but not limited to, water, or moisture intrusion, damage from weather conditions, dry rot, and infestation by vermin or insect.

6.5 The Owner of each Party Wall Adjoining Lot shall have the right to expose and gain access to the interior of the Party Wall for the purpose of maintaining, repairing, restoring, reconstructing, rebuilding, and altering any component of that Party Wall (collectively "Work"), subject to the following provisions, conditions, and requirements, in addition to the requirements of Section 6.6:

6.5.1 Except as otherwise established in this Declaration, all Work shall be done at the sole cost and responsibility of that Owner.

6.5.2. No Work may in any way negatively affect the other Party Wall Adjoining Lot or the home thereon by removing soundproofing or insulation, altering its utility service, or otherwise.

6.5.3 No Work may in any way impair the structural integrity or functioning of the Party Wall.

6.5.4 That Owner shall be responsible for any damage in any way arising out of an/or related to the Work.

6.6 The Owner of a Party Wall Adjoining Lot (the "Indemnifying Owner") shall hold harmless, indemnify, and defend the Owner of the other Party Wall Adjoining Lot from and against any and all claims, suits, injuries, liabilities, damages, and liens asserted and/or related to any repair, maintenance, reconstruction, alteration, or restoration for which the indemnifying Owner is responsible under this Declaration, or otherwise.

6.7 Notwithstanding any other provision of tis Declaration (except subject to

section 6.8 as applicable), if the need for maintenance, repair, replacement, restoration, and/or reconstruction of a Party Wall results from the intentional acts or negligence or other fault of an Owner or an occupant of that Owner's Lot, or the licensee, and/or reconstruct the Party Wall and is solely responsible for all costs and damages related to and/or arising out of that intentional act or negligence or other fault.

6.8 Nothing in this Declaration is intended to impair, diminish, or defeat any claim upon any policy of insurance.

Article 7
PROPERTY RIGHTS

7.1 Owners Easement of Enjoyment. Each Unit owner shall have the right and non-exclusive easement of ingress and egress, use and enjoyment in and to the Common Area subject to:

7.1.1 This Declaration as it may be amended from time to time;

7.1.2 The right of the Association to suspend a Unit owner's voting rights and the right to use any of the recreational facilities within the Common Area for any period during which any assessment of the Association against the owners' Unit remains unpaid;

7.1.3 The right of the Association to borrow money for the purpose of improving the Common Area, or any portion thereof or for constructing, repairing, or improving any facilities located or to be located thereon, and to give as security for the payment of any such loan a mortgage conveying all or any portion of the Common Area, provided that two-thirds (2/3) of the membership present at a meeting called for such purpose shall approve; provided, however, the lien and encumbrance of any such mortgage given by the Association shall be subject and subordinate to any all rights, interests, options, easements, and privileges reserved or established in this Declaration for the benefit of the Declarant or any Unit Owner, or the holder of any mortgage, irrespective of when executed, given by Declarant or any Unit Owner encumbering any Unit; and

7.1.4 The right of the Association to dedicate or transfer all or any portion of the Common Area to any public agency, authority or utility for such purposes and subject to said conditions as may be agreed to by the members of the Association. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer has been approved by at least two-thirds (2/3) of the votes which those members of the Association which are present or represented by proxy are entitled to cast at a meeting duly called for such purpose.

7.2 Easement for Use, Maintenance, and Inadvertent Encroachments. Declarant hereby declares and grants easements over, under, upon, and through each Lot to the Owners of each of the other Lots to maintain any encroachment on any Lot resulting from and/or arising as a result of the original construction of the buildings, staircases, walkways, or other improvements within the Community; engineering or survey errors; settlement or shifting of any building or other improvements on any Lot; building projections or overhangs; or any similar cause. This easement shall last so long as the encroachment lasts including any reconstruction or repair of any such encroaching improvement. The encroachments for which easements are granted in this Section shall not be constructed as constituting encumbrances affecting the marketability of title to any Lot. In addition, encroachments of building footprints, upper story projections, and other building components into access or other easements which results from design elements, engineering or surveying errors, errors in the original construction of the buildings, settlement or shifting of any building, or other causes do not constitute a violation of the rights of any Owner or impair the marketability of title to any Lot and do not give rise to a cause of action for removal of those encroachments or for other relief. Those encroachments may remain, and the buildings may be reconstructed and repaired to include those encroachments.

Article 8
COVENANTS

8.1 The lots may be used for residential purposes only, but including home occupation or business uses permitted by applicable law. The home on each Lot may not be subdivided in any manner. All rentals must be by written lease or rental agreement and include essentially the following language: **"Tenant understands that the premises are subject to a Declaration of Covenants, Conditions, and Restriction, which is attached hereto. Tenant agrees to, in all respects, abide by and conform to all requirements of such Declaration and any applicable supplements, addenda, or amendments to such Declaration."** A complete copy of the Declaration (and any supplements, addenda, and amendments that may be pertinent to the tenancy) must be included as an exhibit to the lease or rental agreement. Each Owner renting or leasing a Lot shall be responsible and liable hereunder for all actions of the Tenants of said Lot. Any enforcement of the Covenants based on the actions of a Tenant shall run against the Owner of said Lot. All tenants must be required to procure and maintain renters' insurance with property and liability coverage.

8.2 An Owner may not engage in nor permit any activity on a Lot that is unlawful or that would constitute a nuisance or unreasonably interfere with the right of any Owner and/or occupant of another Lot.

8.3 Except as otherwise provided herein, each Owner shall maintain that Owner's Lot and the home, landscaping, fencing, and other improvements and features on that Owner's Lot in a clean and sanitary condition, free of rodents and pests, and in good order, condition, and repair at all times. In addition, except as otherwise provided herein, each Owner shall timely perform all painting/staining, caulking, landscaping, maintenance, and other work reasonably necessary from time to time to maintain the attractive and orderly appearance of the exterior of the home, landscaping, and improvements and features of that Owners' Lot.

8.4 Each Owner shall maintain the roof on the home that Owner's Lot. In the event that the Owner intends to repair or replace the roof, that Owner shall use materials similar in type, quality, and color to the original roof, except as agreed by the Owners of all the Lots. In the events of a total replacement of the roof on the homes on the Party Wall Adjoining Lots, the cost of that roof replacement shall be shared by the Owners of such Lots in Proportion to each Owner's roof area. Unless another mechanism is agreed to by the Owners of the Party Wall Adjoining Lots, at least 3 itemized bids for such work shall be obtained from reputable, qualified, licensed contractors doing business in Lincoln County, Oregon, and those Owners shall select the lowest responsive bidder and jointly contract with the selected contractor.

8.5 Each Owner shall maintain the exterior siding, trim, caulking, windows, and doors on the home on that Owner's Lot. In the event that the Owner intends to repaint/re-stain, repair, or replace the exterior siding trim, caulking, windows, or doors, that Owner shall use materials similar in type, quality, and color to the original exterior siding trim, windows, and doors except as agreed to by the Owners of all of the Lots. In the event of a total replacement of the exterior siding and/or total repainting/restraining of the exterior siding, trim, caulking, windows, or doors of the homes on the Party Wall Adjoining Lots, the cost of that replacement or repainting/re-staining shall be shared by the Owners of such Lots in proportion to each Owner's exterior wall area. Unless another mechanism is agreed to by the Owners of the Party Wall Adjoining Lots, at least 3 itemized bids for such work shall be obtained from reputable, qualified, licensed contractors doing business in King County, Washington, and those Owners shall select the lowest responsive bidder and jointly contract with the selected contractor.

8.6 Each Owner shall coordinate with an appropriately licensed and qualified professional to conduct formal testing and inspection of the fire sprinkler system interior to that Owner's Lot, if any, as may be required by the City of Waldport or other authority. All such testing and inspection shall be at that Owner's expense.

8.7 No Lot or any portion thereof shall be used as a dumping ground for trash or rubbish of any kind. All garbage, trash, yard and food waste, household recyclables, and other similar debris and discardables shall be placed in appropriate sanitary containers and stored

inside of each unit's garage. Owners may not store any garbage or recycling containers in view of the street. Owners are responsible for moving their respective garbage, recycling, and trash containers to an appropriate pickup location at the curb during a 24-hour period around the pickup date.

8.8 There is an easement for a private driveway and utilities as depicted on the Binding Site Plan. The private common driveway shall be available for ingress and egress use, and maintenance and repair of utilities, and no other use, by Owners and their invitees including tenants and guests, owners shall not cause of allow blocking, storage, parking (other than brief, necessary parking for loading and unloading), or other activity that interferes with such permitted ingress, egress, and utility use.

8.9 Each Owner shall share equally in the cost of use, maintenance, repair, replacement, reconstruction, and restoration of the irrigation system serving the Community, including all invoices for water use. The Owner of Lot 3 shall pay for the electric power needed to service the irrigation system, since the cost of installing an additional separate power service is disproportional to the minimal amount of power used by the irrigation system. The Owner of Lot 3 shall be entitled to an equitable credit against such Owner's share of costs of the irrigation system to compensate for such electric power. The amount of such credit shall be presumed to be $1.00 per month unless a different amount is demonstrated to be more appropriate.

8.10 Each Owner shall share equally in the cost of maintenance, repair, replacement, reconstruction, and restoration of the common appurtenances to the share mailbox facility in the facility, but shall be solely responsible for the cost of maintenance, repair, and replacement of that Owner's individual portion of the mailbox facility. Each Owner shall cooperate in the maintenance, repair, or replacement of the mailbox facility.

8.11 Each Owner shall share equally in the cost of maintenance, repair, replacement, reconstruction, and restoration of the private pedestrian access easement/walkway shown in the Binding Site Plan.

8.12 In addition to the cost sharing requirements state elsewhere in this document, each Owner shall share equally in the cost of maintenance, repair, reconstruction, or restoration of: any retaining walls within the Property; any shoring within the Property; any drainage system that may benefit all Owners; and any other improvements, amenity, landscaping, or other feature within the Property that is commonly owned by the Owners.

8.13 The only animals that may be kept on any Lot are dogs, cats and other similar domestic household pets; any other animals that qualify as service or support animals under fair housing laws (collectively "Permitted Animals"). Under no circumstances may Permitted

Animals be kept, bred, or used on any Lot for any commercial purpose, nor in any number that creates a nuisance. Permitted Animals may not be continuously kept outside on any Lot, and Permitted Animals must be continuously controlled and kept in an manner that does not, through noise, odor, aggressive conduct, or otherwise, interfere with the rights of other Owners or those Owners' family members, guests, tenants, invitees, or licensees.

8.14 No item may be placed or stored in any way that would limit or block access for the respective uses and purposes to, or through, the easements for ingress, egress, pedestrian access, mailboxes, addresses signs, emergency access, or utilities. These easements are described and graphically illustrated on the Subdivision and in other documents recorded in the public records of Lincoln County, Oregon. No action shall be taken that will materially interfere with the right of any benefitted Owners to use these easements for their intended purposes. The Owners shall equally share in all maintenance and repair of these easement areas to the extent they benefit therefrom.

8.15 Declarant hereby grants, conveys, and declares easements appurtenant over, under, upon, and through each Lot to the Owner of each other Lot to use, maintain, repair, and reconstruct wires, pipes, vaults, line, drains, tanks, catch basins, cleanouts, conduits, and telecommunication, water, stormwater, sewer, and other utilities and communication facilities and constructed as part of the Community. Each Owner shall have reasonable access to each other Lot in order to effect the maintenance, repair, and reconstruction rights granted herein, and each such Owner shall be responsible for repairing any damage or disruption done to the other Lot and improvements thereon resulting from such maintenance, repair, or reconstruction and/or access to effect the same. Each Owner utilizing these easements and entering another Lot shall leave other Lot in as good or better condition than it was in prior to said entry.

8.16 Each Owner shall continuously maintain property insurance, liability insurance, and such other insurance as that Owner deems advisable. All insurance shall be obtained from insurance carriers that are generally acceptable for similar residential properties and authorized to do business in the State of Washington. All such insurance policies shall provide that coverage may not be cancelled or substantially modified (including cancellation for nonpayment of premium) without at least 30 days prior written notice.

8.16.1 The Property insurance maintained by each Owner shall, at minimum, provide all-risk or special cause of loss coverage in an amount equal to the full replacement cost of all fixtures and improvements located on that Owner's Lot, including all portions of any structure located thereon.

8.16.2 The liability insurance coverage maintained by Owner shall cover liability of the insureds for property damage and bodily injury and death of persons arising out of operation, maintenance, and use of the Lot and/or improvements located on the Lot, and such

other risks as are customarily covered for similar residential properties with a limit of liability of at least replacement value of the improvements located on the Lot, including all portions of any structure located thereon.

8.16.3 No Owner shall cause or allow any motor vehicle onto the Property that does not carry vehicle insurance in at least the minimum policy limits required by law.

8.16.4 All Owners are encouraged, but not required, to maintain umbrella policy of insurance.

8.17 Any portion of the Lot for which insurance is required which is damaged or destroyed shall be repaired or replaces promptly by the Owner unless repair or replacement would be illegal.

Article 9
ASSOCIATION OF UNIT OWNERS

9.1 Organization. Upon the recording of this Declaration, an association of Unit Owners shall be organized and established to serve as a means through which the Unit Owners may take action with regard to the administration, management and operation of the Association

9.2 Membership.

9.2.1 Qualification. Each Unit Owner (including Declarant) shall be a member of the Association. No Unit Owner, whether one (1) or more persons, shall have more than one membership per Unit owned. If a Unit is sold on contract, the contract purchaser/vendee shall exercise the rights of the Unit Owner for purposes of the Association, this Declaration, and the Bylaws of the Association, except as expressly limited herein, and shall be the voting representative unless otherwise specified. Membership in the Association shall at all times consist exclusively of Unit Owners (including Declarant and contract purchasers/vendees). Each membership shall be entitled to one vote on all matters submitted to a vote of the members of the Association.

9.2.2 Transfer of Membership. The Association membership of each Unit Owner (including Declarant) shall be appurtenant to the Unit giving rise to such membership, and shall not be assigned, transferred, pledged, hypothecated, conveyed or alienated in any way except upon the transfer of title to said Unit, and then only to the transferee of title to such Unit. Any attempt to make a prohibited transfer shall be void. Any transfer of title to a Unit shall operate automatically to transfer the membership in the Association appurtenant thereto to the new Unit Owner thereof.

Article 10
MANAGEMENT OF ASSOCIATION

10.1 Administration. The administration of the Association shall be in accordance with the provisions of this Declaration, the Articles of Incorporation, and the Bylaws of the Association which are incorporated herein by this reference.

10.2 Board of Directors. Upon recording of this Declaration, Declarant will appoint an interim Board of Directors and officers of the Association, which Directors and officers shall serve until their successors have been elected as provided in the Bylaws.

10.3 Limitation on Authority of Board of Directors.

10.3.1 In General. The Association, acting by and through the Board of Directors, or a Manager appointed by the Board, shall have the powers and authority granted to the Association by Oregon Statute, and the Bylaws, except as limited by this Declaration.

10.3.2 Capital Improvements. The Board of Directors shall have no authority to make capital additions or improvements, or to pay for the same out of Association funds (except for purposes of restoring, repairing or replacing portions of, the Common Areas) having a total cost in excess of Five Thousand Dollars ($5,000), unless the Unit Owners have authorized the expenditures by a vote of sixty-seven percent (67%) of the majority of the voting rights present, in person or by proxy, at a meeting of the members of the Association called for such purpose.

10.3.3 Employment of Legal Counsel. The Board of Directors shall have no authority to employ legal counsel, institute, defend or intervene in litigation or administrative proceedings in its own name in behalf of itself or Unit Owners on matters affecting the Planned Unit Development except upon unanimous vote of the Board. The Board may not incur or commit the Association to incur legal fees in excess of Five Thousand Dollars ($5,000) for any specific matter unless the Unit Owners have authorized the expenditure by a vote of sixty-seven percent (67%) of the majority of the voting rights present, in person or by proxy, at a meeting of the members of the Association called for such purpose.

10.3.4 Borrowing. In the discharge of its duties, and subject to the limitations set forth in the Bylaws, the Board of Directors may borrow funds on behalf of the Association and to secure the payment of such funds, assess each Unit (and the Owner thereof) for said Unit's pro rata share of said borrowed funds, and the obligation to pay said pro rata share shall be a lien against said Unit.

Article 11
RESTRICTIONS ON USE

11.1 Residential Purposes. Each Unit is to be used only in the following manner:

11.1.1 for Residential Purposes, including occupying, sleeping, eating, food preparation for on-site consumption by occupants and guests of occupants, entertaining by occupants of personal guests, and similar activities commonly conducted within a residential dwelling;

11.1.2 for such other reasonable ancillary purposes commonly associated with residential dwellings and otherwise in compliance with this Declaration (as amended), the Bylaws, and applicable law; and

11.1.3 no commercial trade or business may be conducted in or from any Unit except that the short-term or long-term renting of any Unit is allowed.

11.2 Use of Common Areas. The Common Areas shall be used for the purposes for which the same are reasonably intended, for the benefit and enjoyment of all Units. The use, operation and maintenance of the Common Areas shall not be obstructed, damaged or unreasonably interfered with, except by express written consent of the Board.

11.3 Animals. No animals of any sort shall be raised, kept or permitted within the Property or any part thereof, except dogs, cats, or other domestic household pets not to exceed a total of two. No such dogs, cats or other domestic household pets shall be permitted to run at large nor shall be kept, bred or raised for commercial purposes. Any inconvenience, damage or unpleasantness caused by such pets shall be the responsibility of the respective owners thereof, and owners shall be responsible for removal of all pet debris of their animals. All dogs shall be kept on a leash while outside a Unit. No pet shall be permitted to cause or create a nuisance or unreasonable disturbance or noise. The Board may require the removal of any animal which the Board in the exercise of reasonable discretion finds disturbing other Unit Owners unreasonably and may exercise this authority for specific animals even though other animals are permitted to remain.

11.4 Offensive or Unlawful Activities. No noxious or offensive activities shall be carried on in any Unit or Common Area, nor shall anything be done or placed therein or thereupon which may be or become an interference with, or jeopardize the enjoyment of, other Units or the Common Area, or which is a source of annoyance or nuisance to residents. No excessively loud noises including but not limited to, radios, TVs, mechanical tools and vehicles between the hours of 10:00 p.m. and 8:00 a.m.

11.5 Antennas and Satellite Dishes. Antennas and satellite dishes shall be prohibited within the Property, except (a) antennas or satellite dishes designed to receive direct broadcast satellite service which are one meter or less in diameter; (b) antennas or satellite dishes designed to receive video programming services via multi-point distribution services which are one meter or less in diameter or diagonal measurement; or (c) antennas or satellite dishes designed to receive television broadcast signals ("Permitted Devices") shall be permitted, provided that any such Permitted Device is mounted below a five foot fence, screened by fencing or tasteful landscaping so as to be concealed from the view of neighbouring units, streets and property located adjacent to the Unit. Notwithstanding the foregoing, should an Owner determine that a Permitted Device cannot be located in compliance with the above guidelines without precluding reception of an acceptable quality signal, then the Owner may install the device in the least conspicuous alternative location within the Unit where an acceptable quality signal can be obtained. The Board may adopt rules establishing a preferred hierarchy of alternative locations and requiring screening of all Permitted Devices, so long as such rules do not unreasonably increase the cost of installation, maintenance, or use of the Permitted Device."

11.6 Signs. Unless written approval is first obtained from the Board, no sign of any kind, including, but not limited to political signs, shall be displayed or otherwise be made visible to the public on or from any Unit or the Common Areas: provided, that the Board shall, by and subject to appropriate rules and regulations, permit a Unit Owner to temporarily place a sign on or about the Unit, at a space designated by the Board, indicating that a Unit is for sale; and provided, that this Section 7.6 shall not apply to Declarant in placing signs on or about the Property to advertise Units for sale.

11.7 House Numbers. At all times, house numbers are to be placed at the south end of the house on the side that facts the street.

11.8 Lawn Care. Homeowners must keep their lawns mowed, flower beds weeded, and their yards debris free.

11.9 Home Maintenance. Unit Owners must properly maintain their homes and yards including the upkeep of siding and paint.

11.10 Fireworks. No airborne fireworks are allowed.

11.11 No Solicitation. No solicitation, peddling or sales are permitted with the exception of our residents' children selling candy or taking orders for school, sports, etc.

11.12 No Waste. No resident or resident guest shall litter or leave waste materials on common areas, streets or private properties.

11.13 Motorized Vehicles. No motorized vehicles such as ATVs, motorized scooters, or dirt bikes are to be used on the streets of Bay's Edge Townhomes.

11.14 Parking. Each Unit Owner is limited to a maximum of two vehicles. Both vehicles must be operable. All vehicles shall be parked in the Unit Owner's garage or driveway. No vehicle shall be parked in the fire lanes by order of the Fire Department. Vehicles parked in the fire lane will be towed at the owner's expense without notice. No vehicle shall be parked on a Unit or the HOA premises that leaks fluids or is environmentally unsafe. Any vehicle that leaks fluids or is environmentally unsafe shall be towed at the owner's expense after a twenty-four (24) hour notice posed on the vehicle.

11.15 Speed Limit. The speed limit is 15 mph while driving in the neighbourhood.

11.16 Children. Unit Owners are responsible for the activity of their children. Children need to be supervised at all times. Children are not allowed on individual lots without the permission of the Unit Owner.

11.17 Skateboarding. Skateboarding, rollerblading, scooter-riding are allowed on the sidewalks within the unit premises.

11.18 Guests. Unit Owners are responsible for their guests and must insure that said guests act in conformance to these rules and regulations.

11.19 Rentals. Each Unit may be rented out for any period of time. This includes short term rentals such as Airbnb and VRBO.

11.20 Retaining Walls. Each Unit Owner shall be responsible for the maintenance of the retaining wall that is below their lot. If the Unit Owner does not properly maintain said retaining wall, the Association, after written notice, may repair the retaining wall and assess the Unit Owner.

11.21 Boats and RVs. A Unit Owner may not park or store a boat, RV, camper, trailer, motorcycle, or ATV on their lot.

11.22 Interior Unit Maintenance. Each Unit Owner shall, at his or her sole expense, have the right and the duty to keep the interior of his or her unit and its equipment, appliances, and appurtenances in good order, condition, and repair, and shall do all redecorating and painting at any time necessary to maintain the good appearance and condition of his or her unit. Each owner shall be responsible for the maintenance, repair, or replacement of any plumbing fixtures, water heaters, fans, heating or other equipment, electrical fixtures or appliances which may be in or connected with his or her unit.

11.23 Exterior Appearance. The Board may require and provide for the painting and other decorative finish of the building, or patio/yard areas, or other common or limited common elements, and prescribe the type and colour of such decorative finishes, and may prohibit, require or regulate any modification or decoration of the building, patio/yard areas or other common or limited common elements undertaken or proposed by any owner. This power of the Board extends to screens, doors, awnings, rails, or other visible portions of each unit and unit building. Unit owners are required to install draperies, under draperies or drapery lining, or blinds for all units. Unit owners shall keep areas outside each premises neat and clean at all times.

11.24 Offensive Activity. No noxious or offensive activity which shall become a nuisance under Washington law shall be carried on in any unit or common area. Garbage cans and garden hoses shall be kept inside the unit's garage. Compliance with any and all King County or State of Washington noise ordinances, statutes, or other restrictions is required.

11.25 Association Rules and Regulations. The Board may, from time to time, adopt, amend, or revoke rules and regulations governing the conduct of Persons and the operation and use of the Common Areas, as it may deem necessary or appropriate in order to insure compliance with the general guidelines of this Article 7 and to assure the peaceful and orderly use and enjoyment of the Real Property. Such action may be modified or revoked by vote of not less than seventy-five percent (75%) of the voting rights present, in person or by proxy, at any meeting of Association members, the notice for which shall have stated that such modification or revocation of rules and regulations will be under consideration. A copy of the rules and regulations, upon adoption, and a copy of each amendment, modification or revocation thereof, shall be promptly delivered by the Secretary of the Association to each Unit Owner and shall be binding upon all Unit Owners and occupants of all Units from the date of delivery.

11.26 Assessments for Violations. If a Unit Owner violates any provision of this Article 7 and does not cure the violation after ten (10) days of receiving written notice, the HOA may assess a $25.00 fee. If violation is still not cured, the HOA may assess an additional $25.00 a day fee until the violation is cured and the Unit Owner submits an "Assurance of Voluntary Compliance" to the Secretary of the Board. Once assessed fees are $100.00 or more, the HOA may file a lien against the property pursuant to Article 12.

Article 12
ASSESSMENTS

12.1 Assessments. The Board of Directors shall create annual Assessments to fund Common Expenses for the benefit of all members of the Association. Each Owner, by acceptance of a deed or recorded contract of sale, shall be obligated to pay these Assessments. Assessments shall be levied equally on all Units, provided, until the first day of the first month following the month in which a Unit is either issued a Certificate of Occupancy by Clark County, or is actually occupied, whichever is earlier, the Assessments levied on such Unit shall be 50% of the Assessments levied on all Units subject to full Assessments. No Unit Owner may exempt himself/herself for liability for payment of Assessments for any reason, including waiver of use or enjoyment of any of the Common Areas, or abandonment of the owner's Unit. Assessments shall be payable in equal monthly installments on or before the first day of each month during the Association's fiscal year, or in such other reasonable manner as the Board shall designate. The initial monthly assessment is $150.00 and may be changed by the Board of Directors pursuant to this paragraph without the need to revise these CC&Rs.

12.2 Budget. Within sixty (60) days prior to the beginning of each fiscal year of the Association, the Board shall prepare a budget covering the estimated Common Expenses of the Association for such year. The budget shall also contain a capital contribution for creating, funding, and maintaining reasonable reserves for contingencies and operations, as well as the maintenance, repair and replacement of replaceable assets. The Board shall take into account all expected income and any surplus available from the prior year's operating funds. The Board shall calculate the contributions to the reserve funds so that there are sufficient funds therein to replace, or perform major repairs to each asset covered by the fund at the end of the estimated useful life of each such asset. If the sum estimated and budgeted at any time proves inadequate for any reason (including nonpayment for any reason of any Owner's Assessment), the Board may at any time levy a further Assessment, which shall be assessed equally to all Unit owners. The Board shall cause a copy of the common expense budget and notice of the amount of the Assessment to be levied against each Unit for the following year to be delivered to each Unit owner at least thirty (30) days prior to the beginning of the fiscal year. Such budget and Assessment shall become effective unless disapproved at a meeting of the members by members representing at least a majority of the votes in the Association. There shall be no obligation to call a meeting for the purpose of considering the budget except on petition of the members as provided for special meetings in the Bylaws, which petition must be presented to the Board within ten (10) days of the delivery of the notice of Assessments. In the event the proposed budget is rejected, the periodic budget last ratified by the Unit Owners shall be continued until such time as the Owners ratify a subsequent budget proposed by the Board.

12.3 Commencement of Assessments. The obligation to pay the Assessments provided for herein shall commence as to each Unit on the first day of the month following the conveyance of the Unit to a person other than Declarant. Any person who purchases a Unit shall only be obligated to pay one-half of the regular Assessment levied on such Unit until the first day of the month following the issuance of a Certificate of Occupancy on such Unit by Lincoln

County. The first annual Assessment levied on each Unit shall be adjusted according to the number of months remaining in the fiscal year at the time Assessments commence on the Unit.

12.4 Owner Misconduct. To the extent that any Common Expense is caused by the misconduct of any Unit Owner, the Association shall assess that expense against the Owner's Unit.

12.5 Lien for Assessments.

12.5.1 Lien. The Association has a lien on a Unit for any unpaid Assessments levied against such Unit from the time the Assessment is due.

12.5.2 Priority. A lien under Section 8.5.1 shall be prior to all other liens or encumbrances on a Unit except:

12.5.2.1 liens for real property taxes and other governmental assessments or charges against the Unit;

12.5.2.2 a Mortgage on the Unit recorded before the date on which the Assessment sought to be enforced became delinquent; and

12.5.2.3 liens and encumbrances recorded before the recording of the Declaration.

12.5.3 Priority Over Mortgage. Notwithstanding Section 12.5.2 the unpaid Assessment lien provided for under Section 12.5.1 shall be prior to the lien of the Mortgages described in Section 12.5.2.2 if:

12.5.3.1 the Association has given the Mortgagee ninety (90) days prior written notice that the Owner of the Unit is in default in payment of an Assessment; and

12.5.3.2 The Mortgagee has not initiated judicial action to foreclose the Mortgage or accepted a deed in lieu of foreclosure prior to the expiration of the ninety (90) days following the notice given by the Association pursuant to Section 12.5.3.1; and

12.5.3.3 The Association has provided the Mortgagee, upon request, with copies of any liens filed on the Unit, a statement of the Assessments and interest remaining unpaid on the Unit and other documents which the Mortgagee may reasonably request; and

12.5.3.4 The Unit Owner is in default under the terms of the Mortgage as to principal and interest; and

12.5.3.5 The Association has prepared, verified, and recorded a claim of lien in Lincoln County, Oregon.

12.5.4 Limitation on Action. A lien for unpaid Assessments and the personal liability for payment of Assessments is extinguished unless proceedings to enforce the lien or collect the debt are instituted within three (3) years after the unpaid Assessments sought to be recovered becomes due.

12.5.5 Foreclosure. The lien arising under Section 8.5.1 may be enforced judicially by the Association or its authorized representative in the manner set forth in RCW Chapter 61.12. The Association or its authorized representative shall have the power to purchase the Unit at the foreclosure sale and to acquire, hold, lease, mortgage, or convey the same. Upon an express waiver in the complaint of any right to a deficiency judgment in a judicial foreclosure action, the period of redemption shall be eight (8) months. Nothing in this Section shall prohibit the Association from taking a deed in lieu of foreclosure.

12.5.6 Mortgagee Liability. Except as provided in Section 12.5.3, the holder of a Mortgage or other Purchaser of a Unit who obtains the right of possession of the Unit through foreclosure shall not be liable for Assessments or installments thereof that become due prior to such right of possession. Such unpaid Assessments shall be deemed to be Common Expenses collectible from all the Unit Owners, including such Mortgagee or other purchaser of the Unit. Foreclosure of a Mortgage does not relieve the prior Owner of personal liability for Assessments accruing against the Unit prior to the date of such sale as provided in this Section 12.5.

12.5.7 Lien Survives Sale. The lien arising under Section 12.5.1 shall not be affected by the sale or transfer of the subject Unit in the event of sale through foreclosure, as provided in Section 12.5.5.

12.5.8 Owner Liability. In addition to constituting a lien on the Unit, each Assessment shall be the joint and several obligation of the Owner or Owners of the Unit to which the same are assessed as of the time the Assessment is due. In a voluntary Conveyance, the grantee of a Unit shall be jointly and severally liable with the grantor for all unpaid Assessments against the latter up to the time of the grantor's conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefor. Suit to recover a personal judgment for any delinquent Assessment shall be maintainable in any court of competent jurisdiction without foreclosing or waiving the lien securing such sums.

12.5.9 Late Charges. The Association may from time to time establish reasonable late charges and a rate of interest to be charged on all delinquent Assessments or instalments thereof. In the absence of another established non-usurious rate, delinquent

Assessments shall bear interest from the date of delinquency at the maximum rate permitted under Oregon Statute on the date on which the Assessment becomes delinquent.

12.5.10 Attorney Fees. The prevailing party shall be entitled to recover any costs and reasonable attorney fees incurred in connection with the collection of delinquent Assessments, whether or not such collection activities result in suit being commenced or prosecuted to judgment. In addition, the prevailing party shall be entitled to recover costs and reasonable attorney fees if it prevails on appeal and in the enforcement of a judgment.

12.5.11 Assessment Certificate. The Association, upon written request, shall furnish to a Unit Owner or a Mortgagee a statement signed by an officer or authorized agent of the Association setting forth the amount of unpaid Assessments against that Unit. The statement shall be furnished within fifteen (15) days after receipt of the request and is binding on the Association, the Board, and every Unit Owner, unless and to the extent known by the recipient to be false.

12.6 Acceleration of Assessments. In the event any monthly Assessment or special charge attributable to a particular Unit remains delinquent for more than sixty (60) days, the Board may, upon fifteen (15) days' written notice to the Owner of such Unit, accelerate and demand immediate payment of all, or such portion as the Board determines of the monthly Assessments and special charges which the Board reasonably determines will become due during the next succeeding twelve (12) months with respect to such Unit.

Article 13
MAINTENANCE AND REPAIR OF COMMON AREAS

13.1 Responsibility for Maintenance. The Association shall maintain and repair the Common Area, all improvements and landscaping thereon, and all property owned by the Association, including but not limited to private streets, utility, sewer or drainage systems not maintained by a public entity, utility company or improvement district. The expense of maintenance, repairs, and improvements of the Common Areas shall be charged to all Unit Owners as a common expense.

13.2 Damage or Destruction of a Common Area. In the case of damage or destruction which affects a material portion of the Common Areas, the association shall give timely written notice to the Unit Owners and the Mortgagees and any eligible mortgage insurer or guarantor, and the following provisions shall apply:

13.2.1 The Association shall be responsible for repairing, reconstructing or rebuilding all such damage or destruction to the Common Areas.

13.2.2 If due to the act or neglect of a Unit Owner, or of a member of such Owner's family or household pet, or of a guest or other authorized occupant or visitor of such unit Owner, damage shall be caused to the Common Areas, or maintenance, repairs or replacements shall be required which would otherwise be a Common Expense, then such Unit Owner shall pay for such damage and such maintenance, repairs and replacements as may be determined by the Association, to the extent for fully covered by the Association's Insurance.

13.2.3 In the event any portion of the insurance proceeds paid to the Association is not used to repair, reconstruct or rebuild the damaged or destroyed improvements, the Association shall redistribute the proceeds among the Unit Owners and their Mortgagees (as their interests may appear) in the same proportion as Common Expenses are shared.

Article 14
EASEMENTS

14.1 Utilities. There are hereby reserved onto Declarant, so long as the Declarant owns any Property, the Association, and the designees of each, blanket easements upon, across, over, and under all of the Property for ingress, egress, installation, replacing, repairing, maintaining cable television systems, master television antenna systems, security, and similar systems, roads, walkways, bicycle pathways, drainage systems, street lights, signage, entry features, and all other portions of the Common Areas, and all utilities, including, but not limited to, water, sewers, meter boxes, telephones, gas and electricity; provided, the exercise of this easement shall not unreasonably interfere with the use of any Unit, and, except in an emergency, entry into any Unit shall be made only after reasonable notice to the owner or occupant thereof.

14.2 Encroachments. There shall be reciprocal appurtenant easements of encroachment, and for maintenance and use of any permitted encroachment, between each Unit and such portion or portions of the Common Area as are adjacent thereto and between adjacent Units for the purpose of accommodating any present or future encroachment as a result of engineering errors, errors in original construction, reconstruction, and repairs, settling, shifting or movement of any portion of a Unit to a distance of not more than three feet, as measured from any point on the common boundary between each Unit and the adjacent portion of the common area or as between said adjacent Units, as the case may be along a line perpendicular to such boundary at such point. In no event shall an easement for encroachment exist if such encroachment occurred due to wilful and knowing conduct on the part of, or with the knowledge and consent of, Unit Owner, occupant, or the Association.

14.3 Party Walls. There shall be reciprocal appurtenant easements between adjoining Units:

14.3.1 For ingress and egress into the crawlspace of the Units for the purpose of repair and/or service of the foundation wall of the common wall of adjoining Units; and

14.3.2 For the purpose of maintenance and/or repair of those portions of the brick veneer and the eve of any Unit which may encroach on the vertical extension of the property line between adjoining Units.

14.4 Right of Entry. The Association shall have the right but not the obligation to immediately enter any Unit in the case of an emergency originating in or threatening such Unit, whether or not the Unit Owner is present at the time. The Association shall also have the right to enter a Unit for the purpose of inspection to verify that the Unit Owner is complying with the restrictions and requirements described in this Declaration and the Bylaws, provided that requests for entry are made (except in the case of all emergency) in advance and that such entry is at a time convenient to the Unit Owner.

14.5 Easements for Declarant. Declarant and Declarant's agents, successors and assigns shall have an easement in, through, over, under, across and upon the Common Areas as may be reasonably necessary for the purpose of development of the, completing or making repairs to existing structures, for the purpose of carrying out sales activities necessary or convenient for the sale of Units, including, without limitation the right to use the Units owned by Declarant as model units and the right to use a Unit as a sales office, and for the purpose of discharging any other obligation of Declarant or exercising any Special Declarant Rights.

Article 15
MORTGAGEE PROTECTION

15.1 Change in Manager. In the event that professional management is employed by the Association, at least thirty (30) days' notice of any contemplated change in the professional Manager shall be given to any Eligible Mortgagee. The Association shall not elect to terminate professional management and assume self-management without the prior written approval of sixty- seven percent (67%) of the Unit Owners and fifty-one percent (51%) of all Eligible Mortgagees; provided that such prior consent shall not be required to change from one professional Manager to another professional Manager.

15.2 Copies of Notices. A Mortgagee of a Unit (and any insurer or guarantor of such Mortgage) shall be entitled to receive timely written notice:

15.2.1 that the Unit Owner/Mortgagor of the Unit has for more than sixty (60) days failed to meet any obligation under this Declaration, the Bylaws, and the rules and regulations promulgated by the Board, as all of the same may be amended from time to time;

15.2.2 of all meetings of the Association and be permitted to designate a representative to attend all such meetings;

15.2.3 of any condemnation loss or casualty loss affecting a material portion of the Property or the Unit on which it holds a Mortgage;

15.2.4 of any lapse, cancellation or material modification of insurance policies or fidelity bonds maintained by the Association; and

15.2.5 of any proposed action that requires the consent of a specific percentage of Mortgagees.

To be entitled to receive notices under this Section 13.4, the Mortgagee (or Mortgage insurer or guarantor) must send a written request to the Association stating both its name and address or address of the Unit on which it has (or insures or guarantees) the Mortgage.

15.3 Effect of Declaration Amendments. No amendment of this Declaration shall be effective to modify, change, limit or alter the rights expressly conferred upon Mortgagees in this instrument with respect to any unsatisfied Mortgage duly recorded unless the amendment shall be consented to in writing by the holder of such Mortgage. Any provision of this Declaration conferring rights upon Mortgagees which is inconsistent with any other provision of this Declaration or the Bylaws shall control over such other inconsistent provisions.

15.4 Inspection of Books. Unit Owners, Mortgagees, insurers and guarantors of any Mortgage on any Unit shall be entitled: to inspect at all reasonable hours of weekdays (or under other reasonable circumstances) all of the books and records of the Association including current copies of the Declaration, Bylaws and other rules and regulations governing the Property, and other books, records and financial statements of the Association (within a reasonable time following request).

Article 16
SPECIAL DECLARANT RIGHTS

16.1 Special Declarant Rights. As more particularly provided in this Article, Declarant, for itself and its successors and assigns, reserves the following Special Declarant Rights:

16.1.1 Completion of Improvements. Declarant, its agents, employees and contractors shall have the right to complete improvements and otherwise perform work: authorized or directed by this Declaration and any amendments thereto; authorized or directed by the Bylaws; indicated on the Plat and any amendments thereto; authorized or directed by any building permits; provided for under any purchase and sale agreement between Declarant and a Purchaser of a Unit: necessary to satisfy any express or implied warranty under which Declarant is obligated; or otherwise authorized or required by law.

16.1.2 Sales and Management Offices. Declarant, its agents, employees and contractors shall be permitted to establish and maintain in any one (1) or more Units still owned by Declarant, such facilities as in the sole opinion of Declarant may be required, convenient or incidental to the construction, sale of Units and appurtenant interests, including but not limited to: business offices; management offices; sales offices; construction offices; storage areas; signs; model units. The number, size, location, and relocation of all such facilities shall be determined from time to time by and in the sole discretion of Declarant; provided, that the maintenance and use of such facilities shall not unreasonably interfere with a Unit Owner's use and enjoyment of his/her Unit, and those portions of the Common Areas reasonably necessary for the use and enjoyment of such Unit. Declarant may maintain signs on the Common Areas advertising the sale of Units owned by Declarant.

16.1.3 Use of Easements. Declarant, its agents, employees and contractors shall have the right to make use of the easements through the Common Areas as provided for in Article 11 of this Declaration for the purpose of making improvements within the Property.

16.2 Termination of Special Declarant Rights. Except as otherwise provided in this Declaration or any amendments thereto, the Special Declarant Rights reserved herein shall continue in effect so long as: Declarant is completing improvements which are within or may be added to the Planned Unit Development; Declarant owns one (1) or more Units; any of Declarant's Development Rights remain in effect. Notwithstanding the foregoing, Declarant may voluntarily terminate any or all Special Declarant Rights at any time by recording an amendment to this Declaration specifying which Special Declarant Rights are thereby terminated.

Article 17
COMPLIANCE WITH DECLARATION

Each Unit Owner shall strictly comply with all of the provisions of this Declaration, the Bylaws, and the rules and regulations promulgated by the Board, as all of the same may be amended from time to time. Failure to so comply shall be grounds for an action, brought by the Board (acting through its officers on behalf of the Unit Owners) or by the aggrieved Unit Owner(s) on his/her/their own behalf against the Person (including a Unit Owner or the Association) failing to comply, to recover sums due for damages, or for injunctive relief, or both.

Article 18
AMENDMENT OF DECLARATION

18.1 Required Vote. The Declaration may be amended only by vote or agreement of Owners of Units to which at least sixty-seven percent (67%) of the votes in the Association are allocated.

18.2 Challenge to Validity. No action to challenge the validity of an amendment adopted by the Association pursuant to this Section may be brought more than one (1) year after the amendment is recorded.

18.3 Recording. Every amendment to the Declaration must be recorded in every county in which any portion of the Property is located and is effective only upon recording. An amendment shall be indexed in the name of the Planned Unit Development and shall contain a cross-reference by recording number to the Declaration and each previously recorded amendment thereto.

18.4 Execution. Amendments to the Declaration shall be prepared, executed, recorded, and certified on behalf of the Association by any officer of the Association designated for that purpose or by the president of the Association,

18.5 Special Declarant Rights. No amendment may restrict, eliminate, or otherwise modify any Special Declarant Rights provided in the Declaration without the consent of Declarant and any Mortgagee of record with a security interest in the Special Declarant Right or in any Real Property subject thereto, excluding Mortgagees of Units owned by persons other than Declarant.

Article 19
SEVERABILITY

Each provision of this Declaration and the Bylaws shall be deemed independent and severable, and the validity or partial invalidity of any provision shall not affect the validity or enforceability of the remaining part of that or any other provision of this Declaration or the Bylaws.

Article 20
MISCELLANEOUS

20.1 Notices for All Purposes.

20.1.1 Delivery of Notice. Any notice permitted or required to be delivered under the provisions of this Declaration or the Bylaws may be delivered either personally or by mail. If delivery is made by mail, any such notice shall be deemed to have been delivered seventy-two (72) hours after a copy has been deposited in the United States mail, postage prepaid, for first class mail addressed to the person entitled to such notice at the most recent address given by such person to the Board, in writing, for the purpose of service of such notice, or to the most recent address known to the Board. Notice to the Unit Owner(s) of any Unit shall be sufficient if mailed to the Unit of such person or persons if no other mailing address has been given to the Board by any of the persons so entitled. Mailing addresses may be changed from time to time by notice in writing to the Board. Notice to be given to the Board may be given to Declarant until the Board has been constituted and thereafter shall be given to the President or Secretary of the Association.

20.1.2 Mortgagee Notice. Upon written request thereof, and for a period specified in such notice, the Mortgagee of any Unit shall be entitled to be sent a copy of any notice respecting the Unit covered by the security instrument until the request is withdrawn or the security instrument discharged. Such written request may be renewed all unlimited number of times.

20.2 Transfer of Declarant's Powers. It is understood that Declarant, at any time in the exercise of its sole discretion, may sell, assign, transfer, encumber, or otherwise convey to any person, upon such terms and conditions as Declarant may determine, all of Declarant's rights, powers, privileges and authorities arising hereunder by virtue of Declarant's capacity as Declarant (which rights, powers, privileges and authority are in addition to those arising from Declarant's ownership of any one (1) or more Units and include Special Declarant Rights reserved to Declarant herein).

20.3 Effective Date. This Declaration shall be effective immediately upon recordation of this Declaration.

IN WITNESS WHEREOF, Declarant has caused this Declaration to be executed as of the date first above written.

The Kitchen Helpers, Inc., an Oregon corporation

By: _____
Chad Berry
for The Kitchen Helpers, Inc.

STATE OF OREGON)
: ss.
COUNTY OF LINCOLN)

On this day personally appeared before me Chad Berry to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged to me that he/she/they signed the same as his/her/their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this _____ day of _____, 2025.

_____
Printed Name: _____
NOTARY PUBLIC in and for the State of
Oregon, residing at _____
My Commission expires: _____

Recording Requested By And
When Recorded Mail To:

Jesse D. Conway
Conway Law, PLLC
1014 Franklin St., Ste. 106
Vancouver, WA 98660

Grantor: The Kitchen Helpers, Inc.

Grantee: The Kitchen Helpers, Inc.

Tax Assessor's Parcel Number:

Abbreviated Legal Description:

SHARED WALL AGREEMENT AND GARBAGE EASEMENT

THIS SHARED WALL AGREEMENT AND GARBAGE EASEMENT (hereinafter "the Agreement") is made by and between The Kitchen Helpers, Inc. as Grantor and The Kitchen Helpers, as Grantee.

RECITALS

A. Grantor is the owner of real property located in Lincoln County, Oregon with tax parcel number ____ and bearing the abbreviated legal description: _____

B. Grantee is the owner of real property located in Lincoln County, Oregon with tax parcel number ____ and bearing the abbreviated legal description: _____

C. The Parties wish to create a shared wall agreement and a garbage easement for the benefit of Grantee's parcels.

NOW THEREFRE, in consideration of the mutual agreements herein, the parties covenant and agree for themselves and their heirs, successors and assigns as follows:

AGREEMENT

Article 1
COVENANT RUNNING WITH THE LAND

It is intended that this Agreement shall be operative as a set of covenants running with the land, or equitable servitudes, binding on the Grantor, its successors and assigns, all subsequent owners of the Property, together with their grantees, successors, heirs, executors, administrators, devises or assigns.

Article 2
DEFINITIONS

When used in this Agreement, the following terms shall have the following meanings:

2.1 "Party Wall" means and refers to any of the walls built on the Lot lines separating any of the Lots. When used in reference to particular Lots, it refers to the Party Wall on the Lot line separating those Lots. The term "Party Wall" includes all components of and within that wall including, but not limited to, framing, joists, insulation, soundproofing, pipes, lines, wires, conduits, other utility infrastructure, and other components as originally constructed; all components as originally constructed and the supporting ground; all components above that wall including, but not limited to, the rafters, the roof, the parapet cap, and other components as originally constructed; and other components as originally constructed and the supporting ground; all components above that wall including, but not limited to, siding, trim, and other components as originally constructed.

2.2 "Garbage Enclosure" shall be the area of Lot 8 that is depicted on Exhibit A that currently contains a fenced-in area with a gate that houses the garbage and recycling bins of all the Lots.

Article 3
LOT BOUNDARIES

3.1 The Lot Boundaries are as shown on the Subdivision Plat.

3.2 Any shared wall or roofs shall be deemed Party Walls as defined herein.

3.3 Where walls are designated as boundaries of a Lot, all lath, furring, wallboard,

plasterboard, plaster, panelling, tiles, wallpaper, paint, and any other materials constituting any part of the finished surfaces thereof are a part of the Lot into which they face. All other portions of walls, floors, and roofs are party wall elements allocated proportionately to the Lot they serve.

3.4 If any chute, flue, duct, wire, conduit, bearing wall, bearing column, or any other fixture lies partially within and partially outside the designated boundaries of a Lot, any portion thereof serving only that Lot is allocated solely to that Lot, and any portion thereof serving more than one Lot is allocated proportionately to the Lots it serves.

3.5 Any fireplaces, shutters, awnings, window boxes, doorsteps, stoops, porches, balconies, decks, patios, and all exterior doors and windows or other fixtures designed to serve a single Lot, but located outside the Lot's boundaries, are allocated exclusively to that Lot.

Article 5
PARTY WALLS

5.1 The Party Wall as built as part of the original construction of the Lots (which may be referred to as "common walls" or a similar phrase in some documents) are intended to serve as Party Walls for the Lots.

5.2 Nothing may be done that will lessen or impair the structural support and integrity of any of the Party Walls.

5.3 Each Owner of a Party Wall Adjoining Lot shall have the right to joint use, with the Owner of the Party Wall Adjoining Lot, of the Party Wall. Except as otherwise expressly permitted in this Agreement, no windows, chimney flues, or other openings may be made in a Party Wall, and no Owner may undertake or permit any act that impairs the use of the Party Wall by the home on the other Party Wall Adjoining Lot.

5.4 Except as otherwise provided in this Agreement, the Owners of Party Wall Adjoining Lots shall equally share the cost of all reasonably necessary maintenance and repair of a Party Wall. If a Party Wall is damaged or destroyed by fire or other casualty or other cause, the Owners of the Party Wall Adjoining Lots shall, except as otherwise provided in this Agreement, equally share the cost to repair or reconstruct the Party wall to essentially the same condition as it was prior to such damage or destruction. The Owner of each Party Wall Adjoining Lots shall maintain the home of that Lot and take all other steps reasonably necessary to protect the Party Wall form damage deterioration from any cause, whether sudden or cumulative, including, but not limited to, water, or moisture intrusion, damage from

weather conditions, dry rot, and infestation by vermin or insect.

5.5 The Owner of each Party Wall Adjoining Lot shall have the right to expose and gain access to the interior of the Party Wall for the purpose of maintaining, repairing, restoring, reconstructing, rebuilding, and altering any component of that Party Wall (collectively "Work"), subject to the following provisions, conditions, and requirements:

5.5.1 Except as otherwise established in this Agreement, all Work shall be done at the sole cost and responsibility of that Owner.

5.5.2. No Work may in any way negatively affect the other Party Wall Adjoining Lot or the home thereon by removing soundproofing or insulation, altering its utility service, or otherwise.

5.5.3 No Work may in any way impair the structural integrity or functioning of the Party Wall.

5.5.4 That Owner shall be responsible for any damage in any way arising out of an/or related to the Work.

5.6 The Owner of a Party Wall Adjoining Lot (the "Indemnifying Owner") shall hold harmless, indemnify, and defend the Owner of the other Party Wall Adjoining Lot from and against any and all claims, suits, injuries, liabilities, damages, and liens asserted and/or related to any repair, maintenance, reconstruction, alteration, or restoration for which the indemnifying Owner is responsible under this Agreement, or otherwise.

5.7 Notwithstanding any other provision of this Declaration (except subject to section 6.8 as applicable), if the need for maintenance, repair, replacement, restoration, and/or reconstruction of a Party Wall results from the intentional acts or negligence or other fault of an Owner or an occupant of that Owner's Lot, or the licensee, and/or reconstruct the Party Wall and is solely responsible for all costs and damages related to and/or arising out of that intentional act or negligence or other fault.

5.8 Nothing in this Agreement is intended to impair, diminish, or defeat any claim upon any policy of insurance.

5.9 <u>Party Walls</u>. There shall be reciprocal appurtenant easements between adjoining Units:

5.9.1 For ingress and egress into the crawlspace of the Units for the purpose of repair and/or service of the foundation wall of the common wall of adjoining Units; and

5.9.2 For the purpose of maintenance and/or repair of those portions of the brick veneer and the eve of any Unit which may encroach on the vertical extension of the property line between adjoining Units.

Article 6
GARBARGE EASEMENT

6.1 Grantor hereby grants Grantee a non-exclusive easement for the purposes of storing all garbage and recycling receptables (that are approved by the governing utility) in the Garbage Enclosure area as described above. To clarify, the Garbage Enclosure area is on Lot 8 so Lot 8 is granting this Garbage Easement to Lots 1-6 and Lot 7. All Owners agree to not over fill any of the receptables and to jointly work to keep the area as cleanly as reasonably possible. All Owners agree to keep any gate to the Garbage Enclosure area closed at all times. If it is desired to lock this area a combination lock will be used and all Owners will be given the code. For clarity, Lots 1-6 has a second Garbage Enclosure on Lots 1-6 but that Garbage Enclosure is only for use by Lots 1-6 and Lot 7 and Lot 8 do not have rights to use the Garbage Enclosure on Lots 1-6 and, even thought Lots 1-6 has its own Garbage Enclosure, it can still use the Garbage Enclosure on Lot 8 as described above.

Article 7
COVENANTS

7.3 Except as otherwise provided herein, each Owner shall maintain that Owner's Lot and the home, landscaping, fencing, and other improvements and features on that Owner's Lot in a clean and sanitary condition, free of rodents and pests, and in good order, condition, and repair at all times. In addition, except as otherwise provided herein, each Owner shall timely perform all painting/staining, caulking, landscaping, maintenance, and other work reasonably necessary from time to time to maintain the attractive and orderly appearance of the exterior of the home, landscaping, and improvements and features of that Owners' Lot.

7.4 Each Owner shall maintain the roof on the home that Owner's Lot. In the event that the Owner intends to repair or replace the roof, that Owner shall use materials similar in type, quality, and color to the original roof, except as agreed by the Owners of all the Lots. In the events of a total replacement of the roof on the homes on the Party Wall Adjoining Lots, the cost of that roof replacement shall be shared by the Owners of such Lots in Proportion to

each Owner's roof area. Unless another mechanism is agreed to by the Owners of the Party Wall Adjoining Lots, at least 3 itemized bids for such work shall be obtained from reputable, qualified, licensed contractors doing business in Lincoln County, Oregon, and those Owners shall select the lowest responsive bidder and jointly contract with the selected contractor.

7.5 Each Owner shall maintain the exterior siding, trim, caulking, windows, and doors on the home on that Owner's Lot. In the event that the Owner intends to repaint/re-stain, repair, or replace the exterior siding trim, caulking, windows, or doors, that Owner shall use materials similar in type, quality, and color to the original exterior siding trim, windows, and doors except as agreed to by the Owners of all of the Lots. In the event of a total replacement of the exterior siding and/or total repainting/restraining of the exterior siding, trim, caulking, windows, or doors of the homes on the Party Wall Adjoining Lots, the cost of that replacement or repainting/re-staining shall be shared by the Owners of such Lots in proportion to each Owner's exterior wall area. Unless another mechanism is agreed to by the Owners of the Party Wall Adjoining Lots, at least 3 itemized bids for such work shall be obtained from reputable, qualified, licensed contractors doing business in Lincoln County, Oregon, and those Owners shall select the lowest responsive bidder and jointly contract with the selected contractor.

7.6 Each Owner shall coordinate with an appropriately licensed and qualified professional to conduct formal testing and inspection of the fire sprinkler system interior to that Owner's Lot, if any, as may be required by the City of Waldport or other authority. All such testing and inspection shall be at that Owner's expense.

7.7 No Lot or any portion thereof shall be used as a dumping ground for trash or rubbish of any kind. All garbage, trash, yard and food waste, household recyclables, and other similar debris and discardables shall be placed in appropriate sanitary containers and stored inside of each unit's garage. Owners may not store any garbage or recycling containers in view of the street. Owners are responsible for moving their respective garbage, recycling, and trash containers to an appropriate pickup location at the curb during a 24-hour period around the pickup date.

7.8 Each Owner shall continuously maintain property insurance, liability insurance, and such other insurance as that Owner deems advisable. All insurance shall be obtained from insurance carriers that are generally acceptable for similar residential properties and authorized to do business in the State of Oregon. All such insurance policies shall provide that coverage may not be cancelled or substantially modified (including cancellation for nonpayment of premium) without at least 30 days prior written notice.

7.8.1 The Property insurance maintained by each Owner shall, at minimum, provide all-risk or special cause of loss coverage in an amount equal to the full replacement cost of all

fixtures and improvements located on that Owner's Lot, including all portions of any structure located thereon.

7.8.2 The liability insurance coverage maintained by Owner shall cover liability of the insureds for property damage and bodily injury and death of persons arising out of operation, maintenance, and use of the Lot and/or improvements located on the Lot, and such other risks as are customarily covered for similar residential properties with a limit of liability of at least replacement value of the improvements located on the Lot, including all portions of any structure located thereon.

7.9 Any portion of the Lot for which insurance is required which is damaged or destroyed shall be repaired or replaces promptly by the Owner unless repair or replacement would be illegal.

Article 8
RESTRICTIONS ON USE

8.1 Residential Purposes. Each Unit is to be used only in the following manner:

8.1.1 for Residential Purposes, including occupying, sleeping, eating, food preparation for on-site consumption by occupants and guests of occupants, entertaining by occupants of personal guests, and similar activities commonly conducted within a residential dwelling;

8.1.2 for such other reasonable ancillary purposes commonly associated with residential dwellings and otherwise in compliance with this Agreement; and

8.1.3 no commercial trade or business may be conducted in or from any Unit including the renting of any Unit or part of a Unit for any period of time.

8.2 Animals. No animals of any sort shall be raised, kept or permitted within the Property or any part thereof, except dogs, cats, or other domestic household pets not to exceed a total of two. No such dogs, cats or other domestic household pets shall be permitted to run at large nor shall be kept, bred or raised for commercial purposes. Any inconvenience, damage or unpleasantness caused by such pets shall be the responsibility of the respective owners thereof, and owners shall be responsible for removal of all pet debris of their animals. All dogs shall be kept on a leash while outside a Unit. No pet shall be permitted to cause or create a nuisance or unreasonable disturbance or noise.

8.3 Offensive or Unlawful Activities. No noxious or offensive activities shall be carried on in any Unit nor shall anything be done or placed therein or thereupon which may be

or become an interference with, or jeopardize the enjoyment of, other Units, or which is a source of annoyance or nuisance to residents. No excessively loud noises including but not limited to, radios, TVs, mechanical tools and vehicles between the hours of 10:00 p.m. and 8:00 a.m.

8.4 Antennas and Satellite Dishes. Antennas and satellite dishes shall be prohibited within the Property, except (a) antennas or satellite dishes designed to receive direct broadcast satellite service which are one meter or less in diameter; (b) antennas or satellite dishes designed to receive video programming services via multi-point distribution services which are one meter or less in diameter or diagonal measurement; or (c) antennas or satellite dishes designed to receive television broadcast signals ("Permitted Devices") shall be permitted, provided that any such Permitted Device is mounted below a five foot fence, screened by fencing or tasteful landscaping so as to be concealed from the view of neighbouring units, streets and property located adjacent to the Unit. Notwithstanding the foregoing, should an Owner determine that a Permitted Device cannot be located in compliance with the above guidelines without precluding reception of an acceptable quality signal, then the Owner may install the device in the least conspicuous alternative location within the Unit where an acceptable quality signal can be obtained. The Board may adopt rules establishing a preferred hierarchy of alternative locations and requiring screening of all Permitted Devices, so long as such rules do not unreasonably increase the cost of installation, maintenance, or use of the Permitted Device."

8.5 Signs. No sign of any kind, including, but not limited to political signs, shall be displayed or otherwise be made visible to the public on or from any Unit except a sign indicating that the Lot is for sale.

8.6 Parking. Each Unit Owner is limited to a maximum of two vehicles. Both vehicles must be operable. All vehicles shall be parked in the Unit Owner's garage or driveway. No vehicle shall be parked in the fire lanes by order of the Fire Department. Vehicles parked in the fire lane will be towed at the owner's expense without notice. No vehicle shall be parked on a Unit or the HOA premises that leaks fluids or is environmentally unsafe. Any vehicle that leaks fluids or is environmentally unsafe shall be towed at the owner's expense after a twenty-four (24) hour notice posed on the vehicle.

8.7 Boats and RVs. A Unit Owner may not park or store a boat, RV, camper, trailer, motorcycle, or ATV on their lot.

IN WITNESS WHEREOF, the parties have executed this Utility Easement on this ___ day of _____, 2025.

_____
Chad Berry for The Kitchen Helpers, Inc.

STATE OF WASHINGTON)
: ss.
COUNTY OF CLARK)

On this day personally appeared before me, a notary public, Chad Berry for The Kitchen Helpers, Inc. to me known to be the individuals described herein and who executed the within and foregoing instrument, and acknowledged to me that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this ___ day of _____ 2025.

_____
NOTARY PUBLIC in and for the State of
Washington, residing at Vancouver.
My Commission expires: _____.

Certificate of Roadway Improvement Compliance

City of Waldport, Oregon

Property Address:
280 NW Huckleberry Street
Waldport, Oregon 97394

Parcel #: R486252

Certification Statement:

This certificate verifies that the roadway improvements completed in front of the above-referenced property have been constructed in accordance with the applicable standards and requirements of the City of Waldport, Oregon.

The improvements were performed as part of the development preparation work and included, but were not limited to:
• Grading and leveling of the road frontage
• Installation of any required drainage components
• Curb and gutter work (if applicable)
• Surface paving/repaving

All work was completed by The Kitchen Helpers (contractor/preparation team) and inspected by the owner Chad Berry and confirmed to comply with City of Waldport codes and development guidelines in effect at the time of construction.

Prepared by:
The Kitchen Helpers #56536
7640 NE Airport Way
Portland, Oregon 97238
Date: _____

Optional: Notary or City Acknowledgment Section (if needed)
(This section can be completed if an official notarized copy is required by a buyer, title company, or city file.)

Chapter 16.100 Land Division

16.100.010 Purposes
16.100.020 Approval Of Partitions
16.100.030 Approval Of Subdivisions
16.100.040 General Requirements And Minimum Standards Of Design Development
16.100.050 Procedure For Subdividing, Partitioning Or Replatting Land
16.100.060 Plat Requirements
16.100.070 Standards And Procedures For Property Line Adjustments
16.100.080 Property Line Adjustments In Subdivisions And Partitions
16.100.090 Modifications
16.100.100 Street Width And Improvement Standards
16.100.110 Dedication Of Public Streets
16.100.120 Procedure For Insuring Completion Of Streets And Utilities

16.100.010 Purposes

As authorized by law, including ORS Chapter 92 and Chapter 215, the following requirements and standards relating to the division of land apply to all land within the City of Waldport. These regulations have the following objectives:

A. To provide for the proper location of utilities;

B. To specify the width, location and improvement standards for streets;

C. To provide for adequate sewage disposal facilities;

D. To provide for adequate water supplies;

E. To provide for adequate stormwater drainage facilities.

16.100.020 Approval Of Partitions

A. A person may offer or negotiate to sell any parcel in a partition prior to the approval of the tentative plan for such partition, but no person may dispose of, transfer, sell or agree to sell any parcel in a partition prior to final approval.

B. No building permits shall be issued for any parcel in a partition until the partition has been granted final approval.

C. If it is determined that continuous partitioning of a tract of land may occur in subsequent years which may result in the need for a new road(s), utilities, or stormwater drainage facilities to be constructed, thereby impacting City services and surrounding property, the application shall be referred to the Planning Commission for a determination as to whether the development should be subject to the subdivision requirements of this article.

16.100.030 Approval Of Subdivisions

A. No plat or replat of a subdivision of land shall be recorded or have any validity unless and until it has the approval of the City, as provided for in this article.

B. No person shall negotiate to sell any lot in any subdivision until a tentative plan of that subdivision has been approved.

C. No person shall dispose of, transfer, or sell any lot in any subdivision until final approval is obtained and the plat of that subdivision is recorded.

16.100.040 General Requirements And Minimum Standards Of Design Development

A. The following are the minimum requirements and standards to which subdivisions and partitions must conform:

1. Conformity to the comprehensive plan. All subdivisions and partitions shall conform with all applicable portions of the comprehensive plan and development regulations for the City.

2. Performance agreement. If all improvements required by the City and this code are not completed according to specifications as required herein prior to the time the plat or map is duly submitted for consideration and approval, the City may accept in lieu of said completion of improvements a performance agreement bond, or other assurance equal to the value of the cost of the improvements, plus administrative costs and inflation amounts not to exceed the amount of twenty (20) percent of the value of the cost of the improvements, executed by the subdivider/partitioner and any surety company, conditioned upon faithful performance and completion of all such improvements within a period of time stated in such performance agreement, pursuant to Section 16.100.010 of this chapter.

3. Relation to adjoining street system. A subdivision or partition shall provide for the continuation of existing and projected streets. If physical conditions make such continuation impractical, exceptions may be made. All new subdivisions will be required to construct public streets to City standards.

4. Access.

    a. A subdivision or partition shall provide each lot or parcel, by means of a public street or private road, satisfactory vehicular access to an existing street.

    b. A subdivision or partition shall consider vehicular access to the parcel off existing or proposed streets that addresses traffic congestion, speed, stop signs and turn lanes for the orderly development of traffic accessing the area.

    c. The subdivider/partitioner shall be solely responsible for constructing all necessary or required street(s) or road(s), whether public or private, to City requirements as stated herein to serve each and every lot or parcel created by the subdivision or partition.

    d. All public or private streets or roads established for the purpose of subdividing, partitioning or replatting land shall be surveyed and monumented.

    e. All plans and specifications for street and road improvements, whether public or private, shall be prepared by a civil engineer licensed in the State of Oregon. Street improvements, including grades, paving, drainage and centerline radii on curves, shall at a minimum meet the applicable requirements of this title and standards set forth in the American Association of State Highway and Transportation Officials (AASHTO) manual or other design principles and construction specifications consistent with generally accepted engineering practices which are acceptable to the Planning Commission.

5. Private Roads.

    a. Private roads shall provide access only to abutting lots. No road providing access to other roads or to areas not abutting such streets shall be approved as a private road.

    b. The establishment of a private road shall not be allowed if it will deny the public access to public areas such as beaches or parks.

    c. No private road shall be approved unless the Planning Commission is satisfied that such road is not presently needed as a public street nor will it ever be extended through to adjacent property or is necessary for public street purposes in the normal growth of the area.

    d. Yard setbacks shall be determined from the road right-of-way or access easement line in instances where private roads are considered.

    e. Private road rights-of-way may be approved of less than fifty (50) feet in width but in no instance shall the road right-of-way be less than thirty (30) feet except that a private road to two lots may be twenty (20) feet in width. In instances where the road access to more than three lots is less than fifty (50) feet in width utility/slope easements may be required.

    f. Private road improvement standards shall be the same as those for public streets. In residential zones, roads providing access to no more than three lots shall be exempt from standards for improvements and shall be regarded as private driveways.

    g. An approved turn-a-round shall be provided on all dead-end streets as required by the fire department.

6. Public Street Standards.

    a. Street Widths: The right-of-way and surface widths shall conform to the widths as specified in Section 16.100.100 of this chapter unless a modification is granted pursuant to Section 16.100.090 of this chapter.

    b. Street Design and Improvements.

        (1) The layout of streets shall give suitable recognition to surrounding topographical conditions in accordance with the purpose of this code.

        (2) Street improvements, street grades, paving, drainage and centerline radii on curves shall meet the minimum requirements as specified in Section 16.100.100 of this chapter.

    c. Street Intersections.

        (1) Streets shall intersect one another at an angle as near to a right angle as is practical considering the topography of the area and previous adjacent layout.

        (2) Intersections shall be designed so that no danger to the traveling public is created as a result of staggered intersections and in no case shall intersections be offset less than one hundred (100) feet.

        (3) Any intersection that accesses an arterial street shall provide an additional turn lane access.

    d. Cul-de-Sacs and Turn-a-Rounds.

        (1) In general, dead end (cul-de-sac) streets in partitions or subdivisions should not exceed four hundred (400) feet in length and must terminate in a turn-a-round with a minimum property line radius of forty-

five (45) feet or other type of turn-a-round approved by the Planning Commission.

(2) Approved turn-a-rounds shall be provided on all dead end streets.

7. Public Access Ways: When necessary for public convenience and safety, the City may require a subdivider to dedicate to the public access ways ten (10) to twenty (20) feet in width to connect cul-de-sacs, to pass through oddly shaped or unusually long blocks, to provide for networks of public paths according to adopted plans or to provide access to schools, parks, beaches or other public areas, and be of such design and location as reasonably required to facilitate public use.
8. Traffic Impact Analysis. See Section 16.72.140.
9. Lots and Parcels.
    a. Every lot/parcel shall abut a public street or private road. A flag lot with the staff that does not comply with the required minimum lot widths for the zone it is located in is permitted but shall not be less than twenty-five (25) feet minimum frontage.
    b. Each side line shall be as close to perpendicular to the adjacent street/road or radial to a curved street/road as possible.
    c. Lots/parcels with double frontage shall not be permitted unless, in the opinion of the City, it is unavoidable.
    d. The staff portion of a flag lot shall not be used in computing lot size for zoning and building purposes.
10. Utility Easements: Where alleys are not provided, easements of not less than ten (10) feet in width may be required on side or rear lines if determined to be necessary for utility lines, wires, conduits, storm and sanitary sewers, gas and water.

    Easements of the same or greater widths may be required along boundary lines or across lots where necessary for the extension of utility lines, waterways, and walkways, and to provide necessary drainage ways or channels.
11. Water Service: All lots/parcels shall be served by water service provided by the City or others unless the City has received and accepted:
    a. Certification that water service has been provided to the boundary line of each lot/parcel, and utility location maps are furnished to the City; or
    b. Certification by the owner or superintendent of a State certified public or privately owned domestic water supply system that water service has been installed to the boundary line of each lot/parcel; or
    c. A performance agreement, bond, contract or other assurance that water service will be provided to the boundary line of each lot/parcel.
12. Sewer: No plat of a subdivision or parcel in a partition shall be approved unless the City has received and accepted:
    a. Certification that City sewer service has been provided to the boundary line of each lot/parcel and utility location maps are furnished to the City; or
    b. Certification by the County sanitarian for septic approval of each lot/parcel; or
    c. A performance agreement, bond, or contract or other assurance that sewer service will be provided to the boundary line of each lot/parcel.

    When septic approval has been obtained, the property owner will be required to waive objection to the formation of an LID for the purpose of providing sewer to the property. In the event that sewer becomes available to the lot/parcel, replacement of a septic system will not be allowed. Parcels with adequate septic systems will not be required to hook up to sewer until such time as replacement of the septic system is necessary.
13. Drainage: No plat of a subdivision or parcel in a partition shall be approved unless the City has received and accepted:
    a. Width, depth and direction of flow of all drainage channels on the property;
    b. Names, depth and direction of flow of all drainage and approximate grade of all streets within and abutting the subdivision;
    c. Location, size and type of conduit used in drainage channels and driveway accesses;
    d. Inspection and approval of dry-wells installed on the property by the Public Works Director.
    e. Inspection and approval of drainage disposal by the Public Works Director.

B. The following shall apply to subdivisions only:

1. Parks and Open Space. In subdivisions or planned developments the City shall require the subdivider to pay a park assessment fee based on the size of the subdivision. The City Council shall determine by resolution, from time to time, the amount of the park assessment fee to be charged to the subdivider under this section.
2. Block Length. Blocks shall be no longer than one thousand two hundred (1,200) feet in length between street lines.
3. Partial Development. If a proposed subdivision area includes only part of the tract owned by the subdivider, the City may require a sketch of the tentative layout of streets in the remainder of that tract.
4. Phase Development. A developer of a subdivision may file a plat on a portion or phase of the approved tentative plan. If the subdivision is submitted for plat approval in phases, each phase must be able to qualify in all respects to the applicable requirements of approval of the tentative plan as well as any changes or additions to the code which may have occurred subsequent to the approval of the tentative plan. If the subdivision is a planned unit subdivision, each phase must be able to qualify for approval independently from the balance of the approved tentative plan.
5. Duplication of names: The name of a tentative plan of a proposed subdivision must not duplicate the name used in any other legally recorded subdivision in Lincoln County, except for the words "town", "city", "place", "court", "addition", or similar words, unless the land platted is contiguous to and platted by the same party that platted the subdivision bearing that name or unless the party files and records the consent of the party that platted the subdivision bearing that name. All plats must continue the block numbers of the plat of the same name last filed.
6. Planned unit subdivisions. The tentative plan and plat application procedures for planned unit subdivisions are the same as for other subdivisions. A planned unit subdivision is subject to all applicable provisions contained in the Planned Development (P-D) overlay zone section of this title (Chapter 16.60).
7. Underground utilities. In any subdivision which includes the construction of new public or private streets, underground utilities shall be provided to City standards. Where a subdivision is proposed to front on existing streets which contain existing utility construction, underground utilities shall not be required unless the affected utility companies have adopted a schedule for the construction of underground utilities for the area.
8. Other street improvements.
    a. In any subdivision which includes the construction of new private or public streets, concrete curbs, gutters, and sidewalks shall be provided. These improvements shall be of a design and location acceptable to the City for the purpose of pedestrian use and drainage control.
    b. Residential and service driveways shall conform to standards established under City code or any amendments or other standards as established by the City Council.
9. Time Extensions. If all phases are not completed within the required two year time period for tentative approval, a time extension must be applied for subject to provisions contained in Section 16.100.050(F) of this chapter.
10. Fire Protection. All proposals for a partition or subdivision shall be sent to the Central Oregon Coast Fire and Rescue District ("COCFRD" or "fire district") for review and comment. If, in the opinion of the fire district, a fire hydrant(s) is necessary for the protection of life and property on the new parcel(s) or lot(s) created by a subdivision or partition, the subdivider/partitioner shall provide the same together with the required water line at its sole expense to the location requested on the subject property by the fire district.

16.100.050 Procedure For Subdividing, Partitioning Or Replatting Land

A. Pre-Application Conference. Prior to submitting a tentative plan of a subdivision, partition, or replat, the applicant shall confer with the City Planner regarding the requisites of the tentative plan application and the applicable standards and criteria of this chapter.

B. Tentative plan requirements. The submitted tentative plan for a subdivision, partition, or replat shall contain all of the information listed in the applicable City of Waldport application form. If the proposal includes new access from a State highway, the applicant shall submit documentation that the Oregon Department of Transportation is willing to issue the requested road approach permits.

C. Tentative plan application and review for subdivisions and partitions. The procedure for application and review of the tentative plan of a subdivision shall be as set forth in Section 16.108.020(C) of this title. The procedure for application and review of the tentative plan for a partition shall be as set forth in Section 16.108.020(B) of this title.

D. Tentative plan application and review for replats.

1. If the proposed replat involves three (3) lots or less and is for the purpose of lot boundary changes only, procedure for review and approval of the tentative plan shall be as set forth in Section 16.108.020(B) of this title.
2. If the proposed replat involves four (4) lots or more or includes changes to street right-of-ways, utilities, or any other features besides boundary lines, procedure for review and approval of the tentative plan shall be as set forth in Section 16.108.020(C) of this title.

3. For replats of previously recorded partition plats, procedure for review and approval of the tentative plan shall be as set forth in Section 16.108.020(B) of this title.

E. Time Limit on tentative approval. Approval of a tentative plan of a partition, subdivision or replat is valid for a period of three (3) years per phase from the effective date of the approval. Phases are allowed to run consecutively,
e.g. Phase 1: Years 1-3, Phase 2: Years 4-6. If no request for final approval or time extension has been received within the approved period, the tentative plan approval shall expire.

F. Time extension on preliminary plan approval. Approval of a preliminary plan may be extended upon written request. Requests for time extensions shall be considered and acted upon in accordance with Section 16.108.020(A) of this title or may be submitted to the planning commission for their decision. In considering a request for time extension, the city planner or the commission may consider to what extent any required improvements have been constructed or completed, whether there have been any changes in circumstances or applicable code or statutory requirements which could have affected the original approval, and whether additional conditions or requirements could be imposed on the preliminary plan approval which would satisfactorily address any deficiencies resulting from changed circumstances or code or statutory requirements. In granting a request for a time extension, the city planner or the planning commission may impose such additional conditions or requirements as are considered appropriate. A time extension shall be for a period of three (3) years. Not more than one (1) time extension of a preliminary plan approval may be granted. (Ord. 768 § 7, 2019)

In considering a request for time extension, the City Planner or Commission may consider the following:

1. To what extent any required improvements have been constructed or completed;
2. Whether there have been any changes in circumstances or in applicable code or statutory requirements which would render the original approval inappropriate or non-conforming;
3. Whether additional conditions or requirements could be imposed on the tentative plan approval which would satisfactorily address any deficiencies resulting from changed circumstances or code or statutory requirements. In granting a request for a time extension, the City Planner or the Commission may impose such additional conditions or requirements as are considered appropriate.

G. Revision of tentative plan. If an approved tentative plan of a partition or administrative replat is to be substantially revised, such revision shall be filed as a new application for tentative plan approval. If an approved tentative plan for a subdivision or replat described in subsection (D)(2) of this section is revised in any way, the Planning Commission shall review the proposed revision to determine if a new application for tentative approval will be required.

H. Certifications required for final approval. Requests for final approval of a subdivision, partition or replat shall be accompanied by the following:

1. A copy of all covenants and restrictions;
2. Copies of legal documents required for dedication of public facilities or for the creation of a homeowner's association;
3. The certification, performance agreement or statement regarding the installation of water and sewerage services;
4. As-built certifications for all required roads and/or utilities unless otherwise guaranteed by a performance agreement;
5. A plat and one exact copy meeting the requirements of Section 16.100.060 of this chapter and ORS 92.050-92.100.
6. When access from a State highway or County road is proposed, a copy of the approach road permit issued by the Oregon Department of Transportation or the Lincoln County Road Department.
7. A preliminary title report, lot book report, subdivision guaranty report or equivalent documentation of the ownership of the subject property, issued not more than thirty (30) days prior to the date the final plat is submitted for final approval. Such a report shall also identify all easements of record.
8. Such other information as is deemed necessary by the City Planner or Commission to verify conformance with the conditions of tentative approval.

I. Procedure for final approval of partitions.

1. The procedure for application and review of a request for final approval of a partition or replat of a partition shall be as set forth in Section 16.108.020(A) of this title. All such applications shall be accompanied by the certifications set forth in subsection G of this section.
2. Upon the granting of final approval, the City Planner shall sign the plat and its exact copy.
3. Upon signing, the City Planner shall deliver the plat and its exact copy to Lincoln County. The County Surveyor shall review the plat for conformance with the requirements of Section 16.100.060 of this chapter and the provisions of ORS 92.050-92.100.
4. Upon approval of the County Surveyor, partition plats shall be delivered to the County Clerk for recording.

5. The signature of the City Planner on a final partition plat shall be valid for a period of one (1) year. If a plat has not been recorded within one (1) year of the date of the City Planner's signature, the final approval of the plat by the City Planner, in accordance with subsection H of this section shall expire, and a new request for final approval shall be required.

J. Procedure for final approval of replats.

1. If the proposed replat involves three (3) lots or less and is for the purpose of lot boundary changes only, the procedure for review of final approval shall be as set forth in Section 16.108.020(A) of this title.
2. If the proposed replat involves four (4) lots or more or includes changes to street right-of-ways, utilities, or any other features besides boundary lines, procedures for review of the final approval shall be as set forth in subsection K of this section.
3. Following the signature of the City Planner or Planning Commission chairperson, the City shall deliver the replat and its exact copy to the Lincoln County Surveyor. The County Surveyor shall review the plat for conformance with the requirements of subsection H of this section and the provisions of ORS 92.050-92.080.
4. Upon approval of the County Surveyor, subdivision replats shall be circulated for signing to the required officials and delivered for recording as required in subsections (K)(4) through (6) of this section.

K. Procedure for final approval of subdivisions.

1. When the City Planner determines that all of the certifications set forth in subsection H of this section have been met and that the plat conforms in all respects to the tentative plan as approved, consideration of the plat will be placed on the next scheduled meeting of the Planning Commission for determination that all requirements have been met. The Commission shall then approve, disapprove for cause, or, when further information is required, postpone a decision on the plat.
2. Unless appealed in accordance with Section 16.108.020(H) of this title, the decision of the Planning Commission shall become effective fifteen (15) days after the decision is rendered, in accordance with Section 16.108.020(F) of this title. When the approval becomes effective, the Planning Commission chairperson shall sign the plat and its exact copy.
3. Following the Planning Commission chairperson's signature, the City shall deliver the plat and its exact copy to the Lincoln County Surveyor. The County Surveyor shall review the plat for conformance with the requirements of subsection H of this section and the provisions of ORS 92.050-92.080.
4. Upon approval of the County Surveyor, subdivision plats shall be circulated for signing to the following officials:
    a. The County Treasurer, whose signature shall certify that all taxes on the property have been paid;
    b. The County Assessor, whose signature shall certify that the plat is signed by the owner or owners of record.
5. Upon signing by the County Treasurer and County Assessor, subdivision plats shall be delivered to the County Clerk for recording.
6. The signature of the chairperson on a final subdivision plat shall be valid for a period of one (1) year. If a plat has not been recorded within one (1) year of the date of the signature, the final approval of the plat by the director, in accordance with subsection J of this section shall expire, and a new request for final approval shall be required.

16.100.060 Plat Requirements

A. Requirements of survey plat. The surveys and plats of all subdivisions, partitions, and replats shall be made by a registered professional land surveyor and shall conform to the requirements of ORS 92.050-92.100 and ORS 209.250.

B. Exceptions.

1. Parcels created in excess of eighty (80) acres need not be shown on a partition plat; and
2. Parcels in excess of ten (10) acres created by partition plat need not be surveyed or monumented.

16.100.070 Standards And Procedures For Property Line Adjustments

A. Tentative approval.

1. The procedure for application, review and tentative approval of property line adjustments shall be as set forth in Section 16.108.020(A) of this title.
2. A property line adjustment shall be tentatively approved by the City Planner, if:
    a. No additional lots or parcels will be created;

b. The subject lots, parcels, or tracts of land will not be reduced in size to below the minimum area required by the applicable use zone;

c. The proposed lots, parcels or other tracts of land as adjusted will comply with any required minimum width requirement as set forth in the applicable use zone;

d. The proposed property line adjustment will not reduce any yard or other setback below that required under applicable zoning;

e. The proposed property line adjustment will not reduce the street or road frontage of the subject lots or parcels to below that required by this title;

f. The proposed property line adjustment will not reduce any setback for an existing on-site sewage disposal system or approved replacement area below the required minimum; and

g. The proposed property line adjustment shall not increase the degree of non-conformity on vacant lots, parcels, or tracts that do not conform to lot size, width, or depth requirements, or on developed lots if the increase in non-conformity results in adjacent property becoming further dividable. A proposed property line adjustment shall not increase the degree of non-conformity for required yards.

3. Notwithstanding the above, an existing lot or parcel may be reduced in area or building setbacks through a property line adjustment provided that:

a. The lot or parcel to be reduced in area is developed with residential, commercial or industrial structural improvements; or

b. The reduction in area is necessary to resolve a boundary discrepancy, hiatus or encroachment; or,

c. The reduction in area is necessary to comply with an applicable setback or other dimensional standard established by this chapter or other applicable law; or,

d. The reduction in area results from acquisition or condemnation for right-of-way or other public purpose.

4. Tentative approval of a property line adjustment is valid for a period of one (1) year. If no request for a time extension is received by the City within one year of the date of tentative approval, the tentative approval shall expire. A tentative approval may be extended by the City Planner for a period of one (1) year upon request of the applicant.

B. Final Approval.

1. The procedure for application, review and final approval of property line adjustments shall be as set forth in Section 16.108.020(A) of this title.

2. Final approval of a property line adjustment shall be granted upon submittal of the following:

a. A copy of a filed survey of the property line adjustment in accordance with ORS 92.060(7) which is in substantial conformance with the tentative approval, except that property line adjustments where all lots, tracts or parcels affected are greater than ten (10) acres need not be surveyed or monumented;

b. Copies of recorded conveyances conforming to the tentatively approved property line adjustment and containing the names of the parties together with proper acknowledgment.

c. Such other documentation as may be required by the City Planner to verify conformance with any requirements or conditions of the tentative approval.

16.100.080 Property Line Adjustments In Subdivisions And Partitions

A. Except as provided for herein, all property line adjustments within recorded plats shall be accomplished by replatting in accordance with Section 16.100.050 of this chapter.

B. Property lines within a recorded plat may be adjusted in accordance with the procedure for property line adjustments set forth in Section 16.100.070 of this chapter rather than by replatting, when the City Planner determines that:

1. The property line or lines to be adjusted will not result in a substantial reconfiguration of the affected lots or parcels; and

2. The property line or lines to be adjusted will not result in an increase in lots.

3. All of the other requirements for property line adjustments set forth in Section 16.100.070(B) of this chapter will be met.

16.100.090 Modifications

A. If the Council finds that a hardship to the developer will result from strict compliance with these regulations, it may modify them provided that the following exists:

1. The City's purposes of this code and comprehensive plan will be fulfilled without a strict application of these regulations; and
2. The modification will not be detrimental to property in the surrounding area.

B. No modifications may be granted to the procedural requirements of this article.

C. In granting modifications, the Planning Commission may recommend such conditions as will, in its judgement, secure substantially the objectives of the standards or requirements so modified.

D. Requests for modifications shall be made in writing at the time of application for tentative approval.

16.100.100 Street Width And Improvement Standards

A. Street Widths.

Type of Street	Min. Right-of-Way Width	Min. Surface Width
1. Collector streets and all business streets other than arterials:	60' - 80' +	36' – 48' +
2. Local streets in residential areas:	56' ++	28' ++
3. Circular ends of cul-de-sacs:	90' +++	70' +++
4. Hammerheads:	++++	++++

Notes:
+ The City may require a width within the limits shown based upon adjacent physical conditions, safety of the public and the traffic needs of the community. The standard street section for collector and business streets is two 16-22' travel lanes, 2' curb and gutter, 5' sidewalk and 7' utility strip. This may be altered upon approval by the Waldport Public Works Department, utility companies, and the Planning Commission.
++ The standard street section for local streets is two 14' travel lanes, 2' curb and gutter, 5' sidewalk and 7' utility strip. This may be altered upon approval by the Waldport Public Works Department, utility companies, and the Planning Commission.
+++ Measured by diameter of circle constituting circular end.
++++ Hammerheads will be of such width and length as to allow for adequate turn-a-round of all emergency vehicles as determined by the Public Works Director and the Central Oregon Coast Fire and Rescue District.

B. Improvements. Improvements shall have the following minimum standards unless increased at the request of the City Engineer:

1. Street lighting. Adequate street lighting shall be provided and arranged in cooperation with the Central Lincoln P.U.D.; and
2. Streets, sidewalks and service driveways shall conform to standards established under City code or resolution adopted by the City Council.

16.100.110 Dedication Of Public Streets

A. Any person wishing to create a public street shall make written application to the City Council. The application shall consist of a letter addressed to the Council requesting acceptance of the dedication, a deed with exact description of the proposed dedication signed by all owners of the property being dedicated, and a map showing the proposed street and property intended to be served by the street. The City Council may refer the application to the following:

1. The City Engineer and Public Works Director, who shall check the proposal for grade and conformance to acceptable street standards;
2. The County or other surveyor, who shall check the description for accuracy;
3. The County assessor's office, which shall determine that the taxes are paid on the property being dedicated; and
4. The City Planning Commission which shall determine that the street is not in conflict with the City comprehensive plan nor any adjacent approved tentative plans, plats or maps.

B. These reports shall be forwarded to the Waldport City Council. If the Council approves the dedication, the executed dedication document shall then be recorded. A public street will not be maintained by the City unless that street is accepted by the City for maintenance.

16.100.120 Procedure For Insuring Completion Of Streets And Utilities

A. The developer's engineer shall prepare cost estimates on completion of streets and/or utilities. Street cost estimates shall be based on street standards as designated in Section 16.100.100 of this chapter. Sewer and water estimates shall be based upon designs approved by the State Board of Health or other authorized State agency. All cost estimates shall be stamped or sealed by the engineer who prepared them.

B. All estimates shall be submitted to the Waldport CAO. Copies of street and sewer and/or water service estimates shall be reviewed by the City Engineer and approved or modified.

C. Following City Engineer review, the CAO shall notify the developer as to the amount of the bond or other performance agreement required and as to any changes necessary for bond acceptance.

D. The developer shall submit the bond or performance agreement to the City Council for approval.

E. Upon completion of construction of streets and utilities, the applicant's engineer shall certify that such improvements are built to the standards approved. This certification of completion shall be submitted prior to the release of any bond performance agreement.

CASE FILE: 1-SUB-PC-23
DATE FILED: 7-2-25
DATE APPLICATION DEEMED COMPLETE: 7-2-25
120-DAY COMPLETION DATE: 11-2-25
HEARING DATE: 11-28-25

STAFF REPORT

Subdivision Application – Spruce Ridge Subdivision – PHASE 2

APPLICANT/OWNER: Michael Schlosser Contracting, Inc. (doing business as Spruce Ridge)
AGENTS: Michael Schlosser

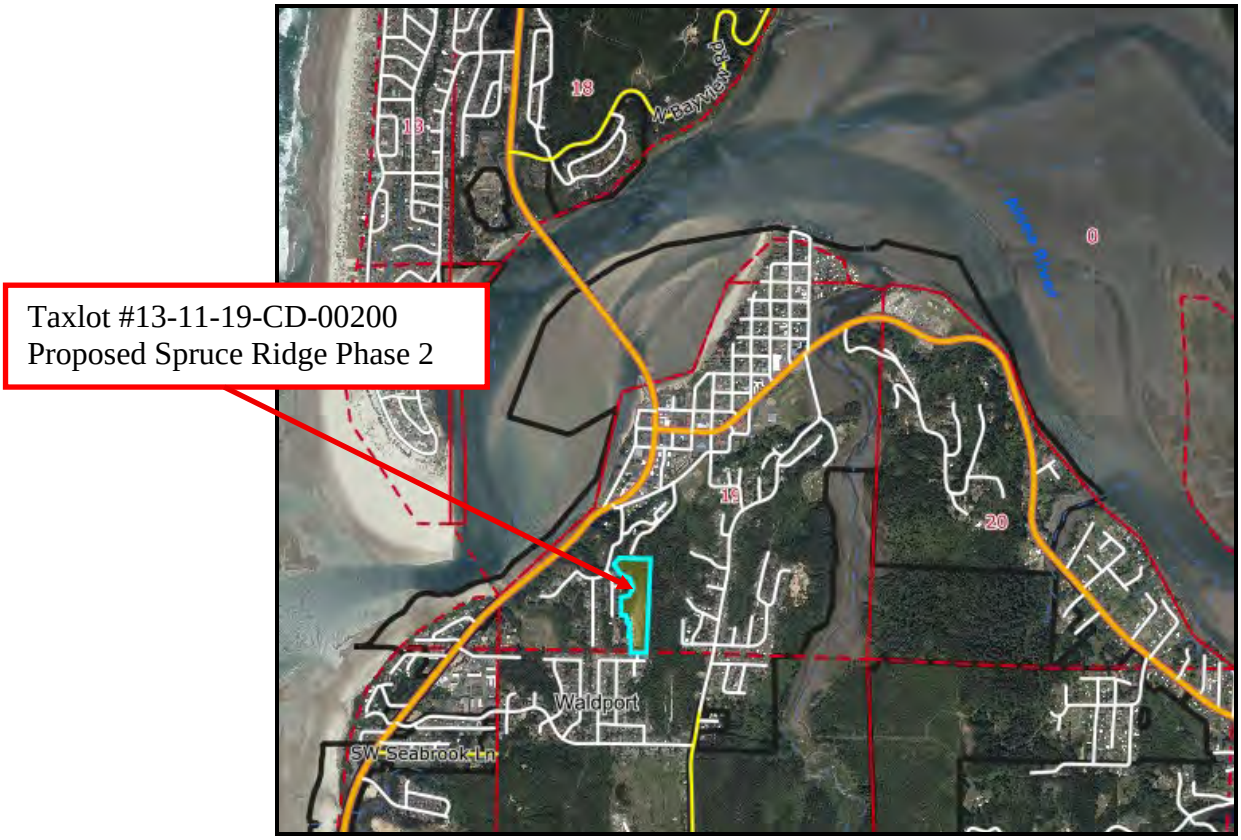
A. REPORT OF FACTS

1. Applicant's Request:

The applicant is seeking Tentative Approval for Phase 2 of the previously permitted (Masterplan and Phase 1) Spruce Ridge Subdivision.

The request also includes a 3-Lot Property Line Adjustment of Spruce Ridge Phase 1 Lot 9 (Taxlot 13-11-19-CD-03100), Phase 2 (Taxlot 13-11-19-CD-00200), and an adjoining property (945 SW Dolores Drive, Taxlot 13-11-19-CD-00201).

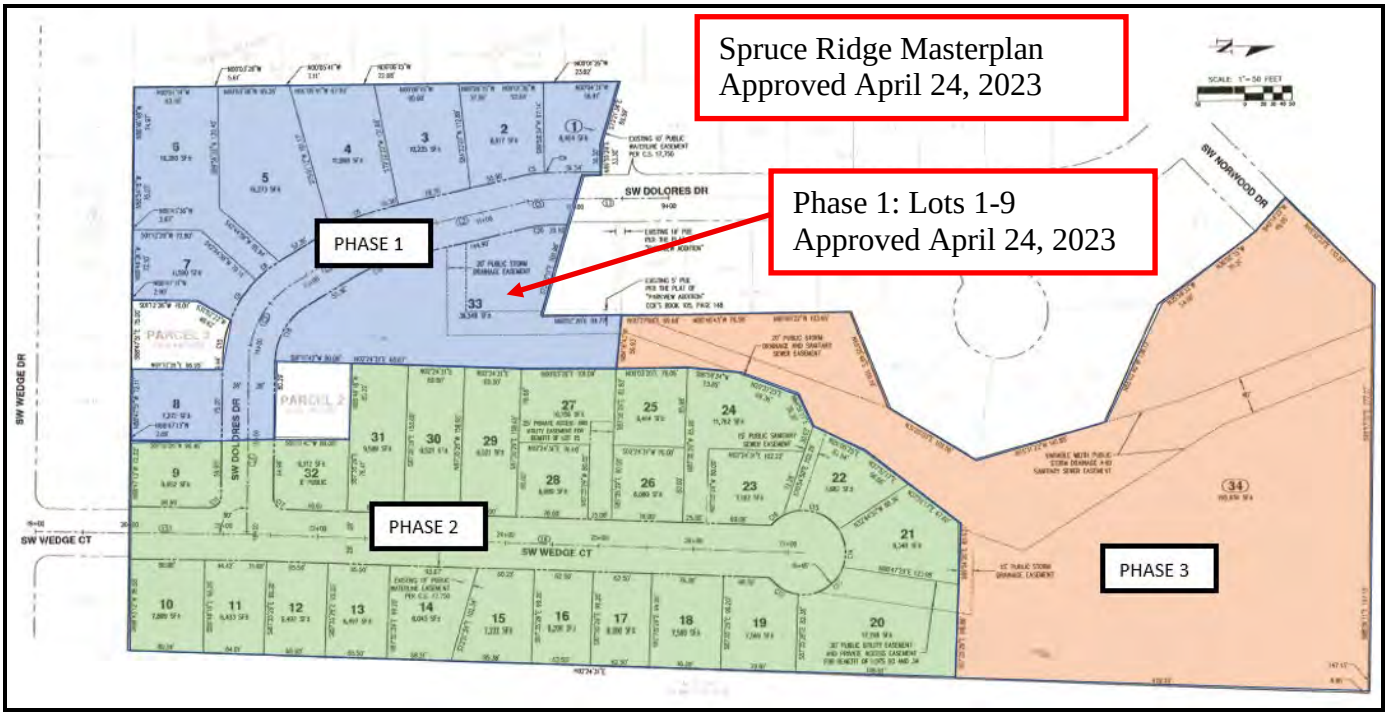
Spruce Ridge Subdivision Masterplan, previously approved on April 24, 2023, created a 34-lot subdivision on 13.4 acres of undeveloped land. Phase 1 (Lots 1-9) was also approved on April 24, 2023.

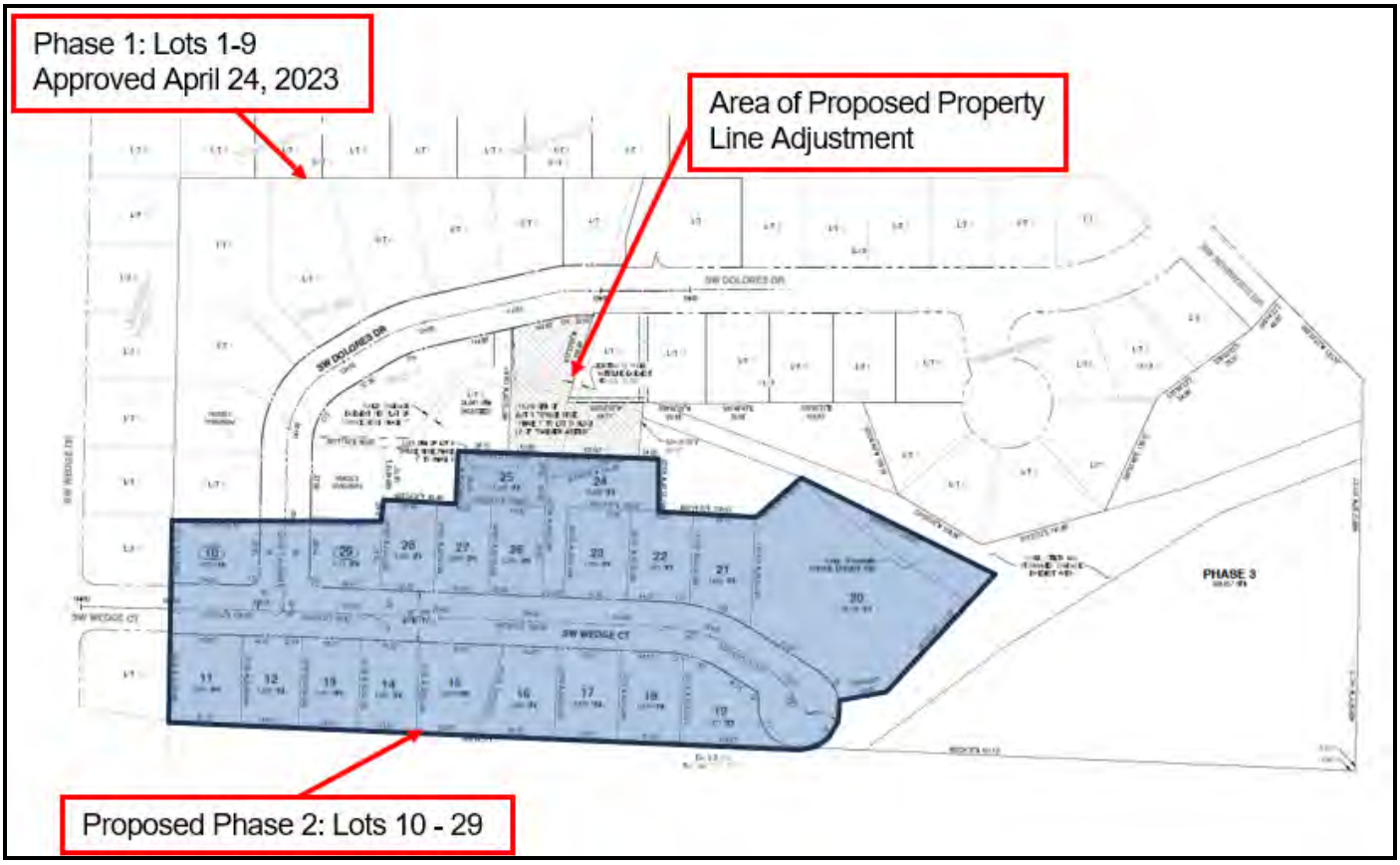


Phase 2

Phase 2 includes Lots 10-29. In keeping with the style of the existing neighborhood, there will be no sign for the subdivision. Each lot will have its own driveway and utilities. The subdivision will look like a traditional neighborhood to best fit in with the existing development in the surrounding area.

Total area for Phase 2, prior to the property line adjustment, is approximately 213,764 square feet (4.91 acres). The remaining 208,857 square feet (4.79 acres) are reserved for the future Phase 3.


Spruce Ridge Masterplan
Approved April 24, 2023
Phase 1: Lots 1-9
Approved April 24, 2023
PHASE 1
PHASE 2
PHASE 3
SW DOLORES DR
SW WEDGE DR
SW WEDGE CT
SW NORWOOD DR


Phase 1: Lots 1-9
Approved April 24, 2023
Area of Proposed Property
Line Adjustment
Proposed Phase 2: Lots 10 - 29
SW DOLORES DR
SW WEDGE CT
PHASE 3

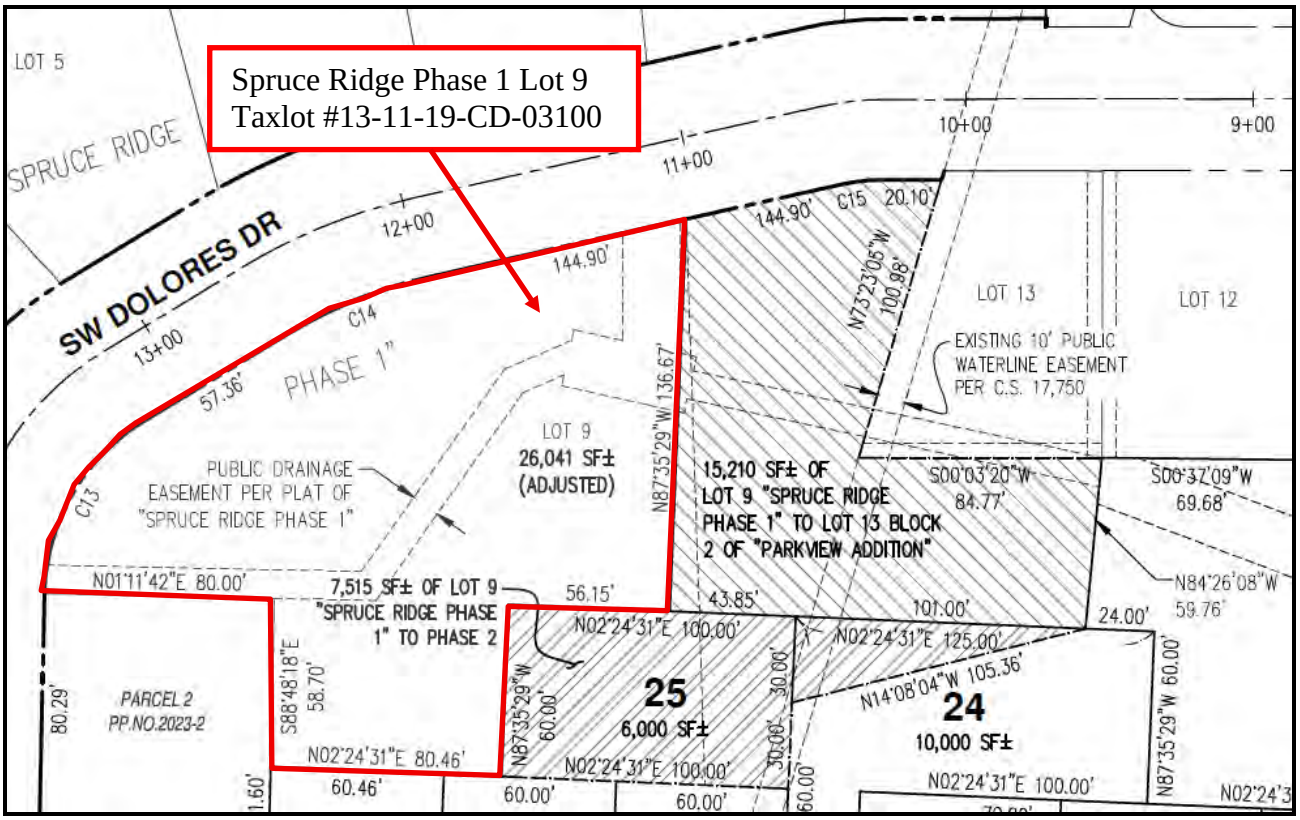
Property Line Adjustment

The Property Line Adjustment will result in a reduction of 22,725 square feet to Phase 1 Lot 9. 945 SW Dolores Drive will receive 15,210 square feet from Lot 9. Phase 2, specifically proposed Lots 24 & 25, will receive 7,515 square feet. Before and after square footages are shown in Table 1 below.

Table 1

PARCEL NUMBER AND ADDRESS	BEFORE PROPERTY LINE ADJUSTMENT	AFTER PROPERTY LINE ADJUSTMENT
Spruce Ridge Phase 1, Lot 9 Taxlot #13-11-19-CD-03100 955 SW Dolores Drive	48,772 Square Feet (1.12 acres)	26,041 ± Square Feet (0.60 ± acres)
Taxlot #13-11-19-CD-00201 945 SW Dolores Drive	6,970 Square Feet (0.16 acres)	22,180 ± Square Feet (0.51 ± acres)
Spruce Ridge Phases 2 & 3 Taxlot #13-11-19-CD-00200 825 SW Dolores Drive	422,621 Square Feet (9.70 acres) Phase 2 – 213,764 Square Feet (4.91 acres) Phase 3 – 208,857 Square Feet (4.79 acres)	430,136 ± Square Feet (9.87 ± acres) Phase 2 – 221,279 ± Square Feet (5.08 ± acres) Phase 3 – 208,857 ± Square Feet (4.79 ± acres)

Before Property Line Adjustment



After Property Line Adjustment

2. Property Location: The Spruce Ridge Subdivision is located east of the Norwood Heights Subdivision No. 2 & 3, east and south of the Parkview Addition Subdivision, and north of the Land and Sea Addition Subdivision Phase 1.

   The proposed Phase 2 is identified on Lincoln County Tax Assessor's Map 13-11-19-CD as tax lot 00200.

3. Zoning: Residential Zone R-1

4. Plan Designation: Residential

5. Lot Size: 9.70 acres. Total area for Phase 2, prior to the property line adjustment, is approximately 213,764 square feet (4.91 acres). The remaining 208,857 square feet (4.79 acres) are reserved for the future Phase 3.

6. Existing Structure: Several new homes in Phase 1.

7. Topography and Vegetation: The majority of the site is relatively flat or gently sloped with severe slopes to the north and along the eastern edge and a ravine along the west/northwest edge.

8. Surrounding Land Use: Surrounding land uses include single family development to the north, south and west. An undeveloped 15-acre parcel is adjacent to the east and owned by the City of Waldport.

9. Utilities: The following utilities currently serve the subject property:
   a. Water: City of Waldport Water
   b. Sewer: City of Waldport Sewer
   c. Electricity: Central Lincoln P.U.D.

10. Development Constraints: Steep slopes on the property and wetlands at the north end of the property.

11. History of Property:
    - #2-S-94: The subject property had been approved for a 48-lot subdivision called Whispering Woods in 1995. Time extensions were granted in 1996, 1998, 2000, 2002, 2005.
    - #1-SUB-PC-08: Approval of Whispering Woods Subdivision June 24, 2008. Time extensions granted 2011, 2012, and 2014.
    - #1-SUB-PC-23: Spruce Ridge Masterplan and Phase 1 approval.

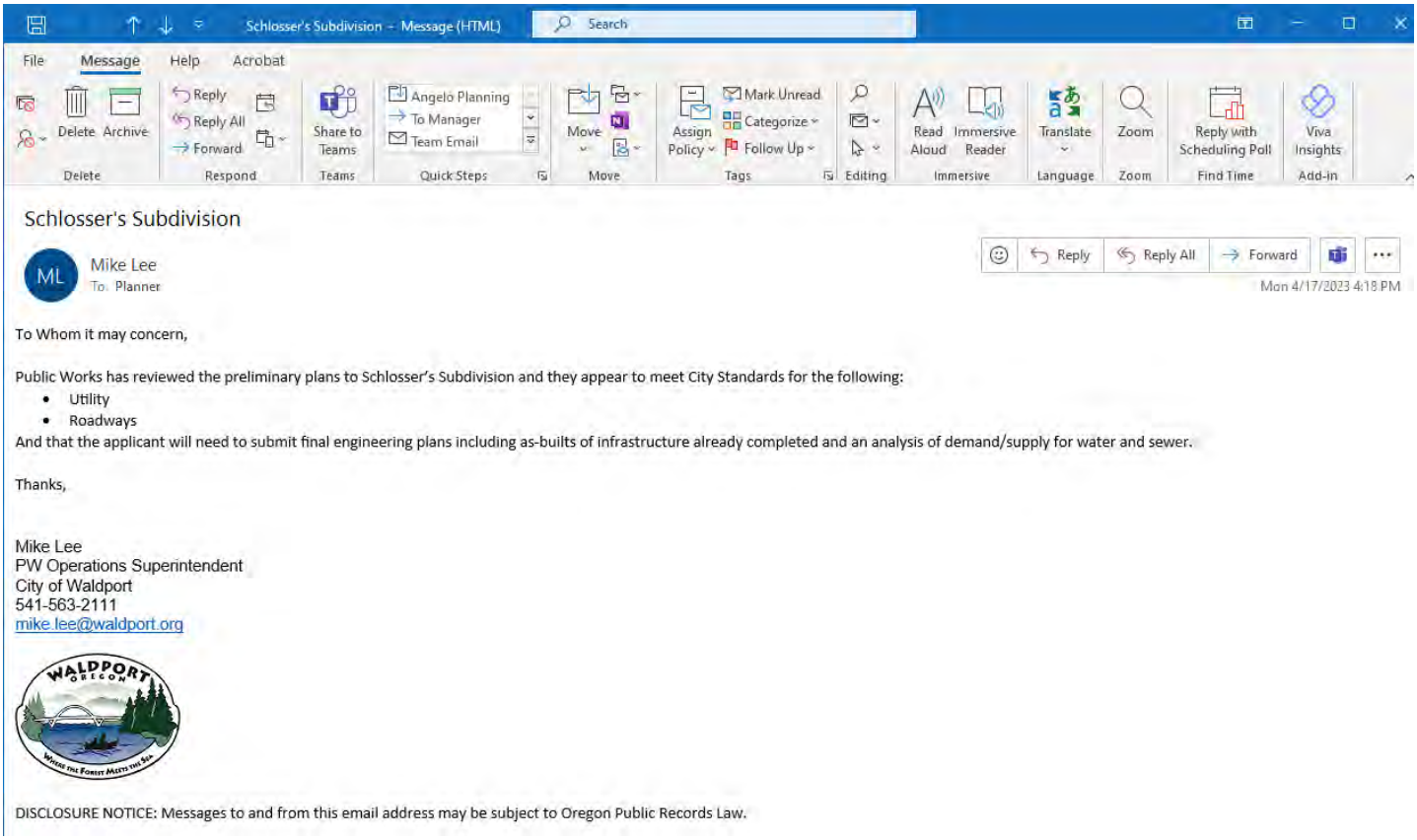
B. EVALUATION OF REQUEST

1. Public Testimony:

No comments were received from the public at the time of this Staff Report.

2. Public Agency Comment:

City of Waldport Public Works. As per the below email dated 4/17/2023, the City's Public Works Department approved the Masterplan of the proposed subdivision pending final review and approval of construction plans by the City. This is ongoing and has not changed.



Schlosser's Subdivision - Message (HTML)

Mike Lee
To: Planner

Mon 4/17/2023 4:18 PM

To Whom it may concern,

Public Works has reviewed the preliminary plans to Schlosser's Subdivision and they appear to meet City Standards for the following:

- Utility
- Roadways

And that the applicant will need to submit final engineering plans including as-builts of infrastructure already completed and an analysis of demand/supply for water and sewer.

Thanks,

Mike Lee
PW Operations Superintendent
City of Waldport
541-563-2111
mike.lee@waldport.org

DISCLOSURE NOTICE: Messages to and from this email address may be subject to Oregon Public Records Law.

Central Oregon Coast Fire and Rescue District (COCFRD). Comments were solicited from the Central Coast Fire & Rescue District, but none received as of the time of the writing of this staff report.

3. **Applicant's Proposal:**
The applicant submitted the application form and fee, and a plan set with the following information:
- General project information
- Phase 2 Plan
- Street and Utilities Plans & Profiles
- Design Details

Additional relevant information submitted in a prior subdivision application for the subject property includes a geologic hazards study (2000) and wetlands study (1997) including a map and related correspondence.

4. **Relevant Waldport Development Code (WDC) Criteria and Analysis:**

Below are the relevant chapters of Title 16 Development Code of the Waldport Municipal Code. Complete descriptions of the relevant criteria are attached to this Staff report.
- **Chapter 16.12 Residential Zone R-1**
- **Chapter 16.70 Significant Natural Resources Overlay Zone**
- **Chapter 16.72 Supplementary Regulations**
- **Chapter 16.96 Development Guidelines**
- **Chapter 16.100 Land Division**

WDC Definitions
"Subdivided land" means an area or tract of land divided into four or more lots within a calendar year when such an area or tract of land exists as a unit of contiguous units of land under a single ownership at the beginning of a year.

"Subdivision" means an area or tract of land divided into four or more lots within a calendar year. A preliminary diagram, drawing, or other writing showing the general design of the proposed subdivision together with such additional information regarding the proposed division as may be required.

"Subdivision plat" includes a final map and other writing containing all the descriptions, locations, specifications, dedications, provisions and information concerning a subdivision.

Chapter 16.12 Residential Zone R-1
16.12.010 Uses Permitted Outright
In an R-1 zone, the following uses and their accessory uses are permitted outright subject to the applicable provisions of Chapters 16.72, 16.76, 16.80 and 16.96 of this title:
A. A one-family dwelling built on site;
B. A factory built dwelling;
C. A manufactured home, subject to the siting standards of Section 16.72.140 of this title;
D. Agricultural use of land provided that no livestock shall be raised or kept on the premises and provided further that no commercial structure shall be constructed or maintained on the premises. For purposes of this Section 16.12.010, chickens and ducks are not considered to be livestock. The keeping of chickens and ducks are subject to provisions of Chapter 16.72, Supplementary Regulations;
E. A travel trailer or recreation vehicle stored unoccupied on a lot in combination with an approved dwelling (see Chapter 10.12 of this code);
F. Residential Homes; and
G. Family Day Care.

H. One Accessory Dwelling Unit (see Section 16.72.040(E)).

16.12.030 R-1 Standards

A. Lot Size and Dimensions. The following minimum lot size and dimensions will apply in the R-1 zone:
    1. The minimum lot area shall be six thousand (6,000) square feet for a one-family dwelling with public water and sewer; fifteen thousand (15,000) square feet with public water only.
    2. The minimum lot width shall be sixty (60) feet for an interior lot and sixty-five (65) feet for a corner lot, except flag lots, which require a minimum of twenty-five (25) feet of frontage.
    3. The minimum lot depth shall be eighty (80) feet.

Additional standards identified in section 16.12.030 are applicable at the time building permit applications are submitted.

Staff Analysis:
The tentative plan for the Spruce Ridge Subdivision Phase 2 shows that all lots meet or exceed the minimum lot area (6,000 sq. ft.), lot width (60' and 65' for corner lots), and lot depth (80'). Lot 24 is a flag lot with a minimum 25' width at the street. Lot 25 has an access easement on Lot 24. Minimum lot coverage, yards, building height, and other R-1 standards will need to be met at the time building permit applications are submitted.

It is staff's opinion that the Phase 2 meets the R-1 lot size and dimension standards.

Chapter 16.70 Significant Natural Resources Overlay Zone

The Significant Natural Resources Overlay Zone is intended to provide protection for identified significant natural resources within the City of Waldport as designated under Statewide Planning Goal 5 and Goal 17. For the purpose of this overlay zone, significant natural resources are designated as Significant Wetlands and Riparian Corridors under Goal 5, and Major Marshes and Riparian Vegetation under Goal 17. These resources have been inventoried within the City of Waldport according to procedures, standards and definitions established under Goal 5 and Goal 17 and are identified on the Significant Natural Resources Map as adopted in the Comprehensive Plan.

Staff Analysis:
The City's Significant Resources Map identifies wetlands in the northeast corner of the subject site. Phase 3 at the north end of the subdivision extends into this identified wetland/riparian area. No part of Phase 2 extends into the wetland/riparian area. Preliminary plans do not identify intrusion of infrastructure improvements, i.e., sewer and storm drainage facilities into the wetland/riparian or buffer area.

It is staff's opinion that identified significant resources will not be impacted by approval of Phase 2 of the proposed subdivision.

Chapter 16.72 Supplementary Regulations
16.72.140 Transportation Impact Analysis

A. The following provisions establish when a proposal must be reviewed for potential transportation impacts:

1. When a Transportation Impact Analysis (TIA) must be submitted with a development application in order to determine whether conditions are needed to minimize impacts to and protect transportation facilities;
2. The required contents of a TIA; and
3. Who is qualified to prepare the analysis.

B. When Required. The City or other road authority with jurisdiction may require a TIA as part of an application for development, a change in use, or a change in access. A TIA shall be required where a change in use or a development would involve one or more of the following:
1. A change in zoning or a plan amendment designation;
2. Operational or safety concerns documented in writing by a road authority;
3. An increase in site traffic volume generation by 300 Average Daily Trips (ADT) or more;
4. An increase in peak hour volume of a particular movement to and from a street or highway by 20 percent or more;
5. The development is expected to impact intersections that are currently operating at the upper limits of the acceptable range of service during the PM peak operating hour;
6. The development is expected to significantly impact adjacent roadways and intersections that have previously been identified as high crash locations or areas that contain a high concentration of pedestrians or bicyclists such as school zones;
7. An increase in the regular use of adjacent streets by vehicles exceeding the 20,000-pound gross vehicle weights by 10 vehicles or more per day;
8. Existing or proposed approaches or access connections that do not meet minimum spacing or sight distance requirements or are located where vehicles entering or leaving the property are restricted, or such vehicles are likely to queue or hesitate at an approach or access connection, creating a safety hazard; or
9. A TIA required by ODOT pursuant to OAR 734.051.

C. TIA Preparation. The TIA shall be prepared by a professional engineer with competence in traffic engineering, licensed in the State of Oregon. If the TIA identifies level of service conditions less than the minimum standard established in the Waldport Transportation System Plan (TSP), improvements and funding strategies mitigating the problem shall be considered concurrent with the development proposal.

D. Approval Criteria. The TIA shall be reviewed according to the following criteria:
1. The analysis complies with the content requirements set forth by the City and/or other road authorities as appropriate;
2. The study demonstrates that adequate transportation facilities exist to serve the proposed land use action or identifies mitigation measures that resolve identified traffic safety problems in a manner that is satisfactory to the road authority;
3. For affected City facilities, the study demonstrates that the project meets mobility and other applicable performance standards established in the Waldport Development Code (WDC) and TSP, and includes identification of multi-modal solutions used to meet these standards, as needed; and
4. Proposed design and construction of transportation improvements are in accordance with the design standards and the access spacing standards specified in the WDC and TSP.

E. Conditions of Approval.

1. The City may deny, approve, or modify a proposal with conditions necessary to meet operational and safety standards; provide the necessary right-of-way for planned improvements; and require construction of improvements to ensure consistency with the future planned transportation system.
2. Construction of off-site improvements, including those related to bicycle and pedestrian facilities, may be required to mitigate impacts resulting from development that relate to capacity deficiencies and public safety; and/or to upgrade or construct public facilities to City standards.
3. Where the existing transportation system is shown to be impacted by the proposed use, improvements such as paving; curbing; installation of or contribution to traffic signals; and/or construction of sidewalks, bikeways, accessways, paths, or streets that serve the proposed use may be required.
4. Improvements required as a condition of development approval, when not voluntarily provided by the applicant, shall be roughly proportional to the impact of the development on transportation facilities. Findings in the development approval shall indicate how the required improvements directly relate to and are roughly proportional to the impact of development.

Staff Analysis:
The applicant provided a traffic analysis in the form of a technical memo titled Spruce Ridge Development Traffic dated February 25, 2022. The applicant was proposing a 37-lot subdivision when the memo was produced and has since reduced the subdivision to 34 lots. The traffic analysis was for the full development of the subdivision.

The TIA memo states:
The Spruce Ridge development traffic should not be expected to impact the local street functional classification or character, based on types or levels of traffic that will be generated after the Spruce Ridge development is built-out and occupied.

and

The addition of the traffic…for the Spruce Ridge site with the peak hour trip origins and destinations to the TSP studied intersections…would not be expected to impact the performance standards/conditions to cause a City of Waldport or ODOT performance mobility standard to not continue to be met during peak hour conditions.

The memo concludes:

It was determined that the proposed build-out will not generate a significant adverse impact to the existing transportation system, that would generally be identified as causing a facility to fail to meet the City's codified level of service (LOS) standards for motor vehicle traffic. The Spruce Ridge development plan will generally improve the local street connectivity in the area that could benefit emergency vehicle response times and provide relief local street circulation to the existing neighborhoods to the south.

Staff agrees with the TIA that the proposed subdivision will not generate a significant adverse impact on the existing transportation system.

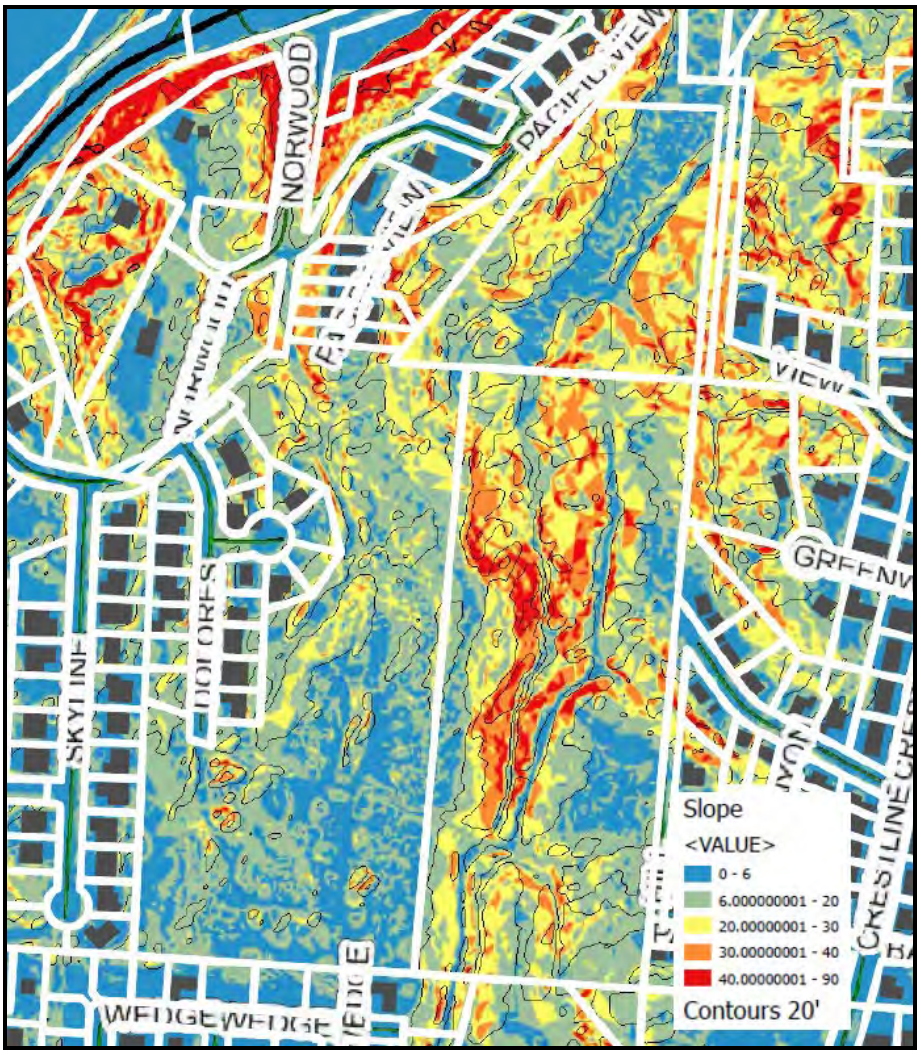
<u>Chapter 16.96 Development Guidelines</u>
<u>16.96.020 Scope</u>
Development guidelines shall apply to those areas of concern delineated on the City of Waldport zoning map and in its comprehensive plan and plan inventories or any area determined potentially hazardous by the Planning Commission and shall also apply to any property that has a 20% slope or greater.

A. A property has a 20% slope or greater if:
   1. The average slope from the highest to lowest point of the property has a slope of 20% or greater or;
   2. The average slope of the building footprint or area to be disturbed is 20% or greater.
B. Development guidelines shall also apply to those properties where a 30% or greater slope is within 100 feet of the property.
C. Development guidelines shall not apply to a building footprint that is over 100 feet from a 20% slope.

<u>16.96.030 Natural Hazard Areas</u>

The following development guidelines are applicable to hazards identified above and in the State Department of Geology and Mineral Industries, Bulletin 81, Environmental Hazard Inventory, Coastal Lincoln County, Oregon, RNKR Associates, 1978…

D. Standards. The following shall be required in identified hazard areas:
   4. Slopes greater than twenty (20) percent. A site specified geotechnical analysis by an Oregon certified engineering geologist is required. The analysis, which shall be stamped by the Oregon certified engineering geologist, shall determine the suitability of the site for development and shall recommend specific measures which may be required to safeguard life and property.



Staff Analysis:
The Waldport Slope Map shows Phase 2 having a majority of slopes of 20% or less with small areas greater than 20%. Steeper slopes are present in Phase 3 to the north and west sides of the property.

Lots identified as having slopes greater than 20% shall have site-specific studies performed and approved by the City Planner prior to development.

Chapter 16.100 Land Division
16.100.30 Approval Of Subdivisions

B. No plat or replat of a subdivision of land shall be recorded or have any validity unless and until it has the approval of the City, as provided for in this article.
C. No person shall negotiate to sell any lot in any subdivision until a tentative plan of that subdivision has been approved.
D. No person shall dispose of, transfer, or sell any lot in any subdivision until final approval is obtained and the plat of that subdivision is recorded.

16.100.040 General Requirements And Minimum Standards Of Design Development

A. The following are the minimum requirements and standards to which subdivisions and partitions must conform:
    1. Conformity to the comprehensive plan. All subdivisions and partitions shall conform with all applicable portions of the comprehensive plan and development regulations for the City.
    2. Performance agreement. If all improvements required by the City and this code are not completed according to specifications as required herein prior to the time the plat or map is duly submitted for consideration and approval, the City may accept in lieu of said completion of improvements a performance agreement bond, or other assurance equal to the value of the cost of the improvements, plus administrative costs and inflation amounts not to exceed the amount of twenty (20) percent of the value of the cost of the improvements, executed by the subdivider/partitioner and any surety company, conditioned upon faithful performance and completion of all such improvements within a period of time stated in such performance agreement, pursuant to Section 16.100.010 of this chapter.
    3. Relation to adjoining street system. A subdivision or partition shall provide for the continuation of existing and projected streets. If physical conditions make such continuation impractical, exceptions may be made. All new subdivisions will be required to construct public streets to City standards.
    4. Access.
        a. A subdivision or partition shall provide each lot or parcel, by means of a public street or private road, satisfactory vehicular access to an existing street.
        b. A subdivision or partition shall consider vehicular access to the parcel off existing or proposed streets that addresses traffic congestion, speed, stop signs and turn lanes for the orderly development of traffic accessing the area.
        c. The subdivider/partitioner shall be solely responsible for constructing all necessary or required street(s) or road(s), whether public or private, to City requirements as stated herein to serve each and every lot or parcel created by the subdivision or partition.
        d. All public or private streets or roads established for the purpose of subdividing, partitioning or replatting land shall be surveyed and monumented.

e. All plans and specifications for street and road improvements, whether public or private, shall be prepared by a civil engineer licensed in the State of Oregon. Street improvements, including grades, paving, drainage and centerline radii on curves, shall at a minimum meet the applicable requirements of this title and standards set forth in the American Association of State Highway and Transportation Officials (AASHTO) manual or other design principles and construction specifications consistent with generally accepted engineering practices which are acceptable to the Planning Commission.

5. Private Roads.
6. Public Street Standards.
   a. Street Widths: The right-of-way and surface widths shall conform to the widths as specified in Section 16.100.100 of this chapter unless a modification is granted pursuant to Section 16.100.090 of this chapter.
   b. Street Design and Improvements.
      1) The layout of streets shall give suitable recognition to surrounding topographical conditions in accordance with the purpose of this code.
      2) Street improvements, street grades, paving, drainage and centerline radii on curves shall meet the minimum requirements as specified in Section 16.100.100 of this chapter.
   c. Street Intersections.
      1) Streets shall intersect one another at an angle as near to a right angle as is practical considering the topography of the area and previous adjacent layout.
      2) Intersections shall be designed so that no danger to the traveling public is created as a result of staggered intersections and in no case shall intersections be offset less than one hundred (100) feet.
      3) Any intersection that accesses an arterial street shall provide an additional turn lane access.
   d. Cul-de-Sacs and Turn-a-Rounds.
      1) In general, dead end (cul-de-sac) streets in partitions or subdivisions should not exceed four hundred (400) feet in length and must terminate in a turn-a-round with a minimum property line radius of forty-five (45) feet or other type of turn-a-round approved by the Planning Commission.
      2) Approved turn-a-rounds shall be provided on all dead end streets.
7. Public Access Ways: When necessary for public convenience and safety, the City may require a subdivider to dedicate to the public access ways ten (10) to twenty (20) feet in width to connect cul-de-sacs, to pass through oddly shaped or unusually long blocks, to provide for networks of public paths according to adopted plans or to provide access to schools, parks, beaches or other public areas, and be of such design and location as reasonably required to facilitate public use.
8. Traffic Impact Analysis. See Section 16.72.140.
9. Lots and Parcels.
   a. Every lot/parcel shall abut a public street or private road. A flag lot with the staff that does not comply with the required minimum lot widths for the zone it is located in is permitted but shall not be less than twenty-five (25) feet minimum frontage.
   b. Each side line shall be as close to perpendicular to the adjacent street/road or radial to a curved street/road as possible.
   c. Lots/parcels with double frontage shall not be permitted unless, in the opinion of the City, it is unavoidable.

d. The staff portion of a flag lot shall not be used in computing lot size for zoning and building purposes.

10. Utility Easements: Where alleys are not provided, easements of not less than ten (10) feet in width may be required on side or rear lines if determined to be necessary for utility lines, wires, conduits, storm and sanitary sewers, gas and water.
    Easements of the same or greater widths may be required along boundary lines or across lots where necessary for the extension of utility lines, waterways, and walkways, and to provide necessary drainage ways or channels.
11. Water Service: All lots/parcels shall be served by water service provided by the City or others unless the City has received and accepted:
    a. Certification that water service has been provided to the boundary line of each lot/parcel, and utility location maps are furnished to the City; or
    b. Certification by the owner or superintendent of a State certified public or privately owned domestic water supply system that water service has been installed to the boundary line of each lot/parcel; or
    c. A performance agreement, bond, contract or other assurance that water service will be provided to the boundary line of each lot/parcel.
12. Sewer: No plat of a subdivision or parcel in a partition shall be approved unless the City has received and accepted:
    a. Certification that City sewer service has been provided to the boundary line of each lot/parcel and utility location maps are furnished to the City; or
    b. Certification by the County sanitarian for septic approval of each lot/parcel; or
    c. A performance agreement, bond, or contract or other assurance that sewer service will be provided to the boundary line of each lot/parcel.
    When septic approval has been obtained, the property owner will be required to waive objection to the formation of an LID for the purpose of providing sewer to the property. In the event that sewer becomes available to the lot/parcel, replacement of a septic system will not be allowed. Parcels with adequate septic systems will not be required to hook up to sewer until such time as replacement of the septic system is necessary.
13. Drainage: No plat of a subdivision or parcel in a partition shall be approved unless the City has received and accepted:
    a. Width, depth and direction of flow of all drainage channels on the property;
    b. Names, depth and direction of flow of all drainage and approximate grade of all streets within and abutting the subdivision;
    c. Location, size and type of conduit used in drainage channels and driveway accesses;
    d. Inspection and approval of dry-wells installed on the property by the Public Works Director.
    e. Inspection and approval of drainage disposal by the Public Works Director.

B. The following shall apply to subdivisions only:
    1. Parks and Open Space. In subdivisions or planned developments the City shall require the subdivider to pay a park assessment fee based on the size of the subdivision. The City Council shall determine by resolution, from time to time, the amount of the park assessment fee to be charged to the subdivider under this section.
    2. Block Length. Blocks shall be no longer than one thousand two hundred (1,200) feet in length between street lines.

3. Partial Development. If a proposed subdivision area includes only part of the tract owned by the subdivider, the City may require a sketch of the tentative layout of streets in the remainder of that tract.
4. Phase Development. A developer of a subdivision may file a plat on a portion or phase of the approved tentative plan. If the subdivision is submitted for plat approval in phases, each phase must be able to qualify in all respects to the applicable requirements of approval of the tentative plan as well as any changes or additions to the code which may have occurred subsequent to the approval of the tentative plan. If the subdivision is a planned unit subdivision, each phase must be able to qualify for approval independently from the balance of the approved tentative plan.
5. Duplication of names: The name of a tentative plan of a proposed subdivision must not duplicate the name used in any other legally recorded subdivision in Lincoln County, except for the words "town", "city", "place", "court", "addition", or similar words, unless the land platted is contiguous to and platted by the same party that platted the subdivision bearing that name or unless the party files and records the consent of the party that platted the subdivision bearing that name. All plats must continue the block numbers of the plat of the same name last filed.
6. Planned unit subdivisions. The tentative plan and plat application procedures for planned unit subdivisions are the same as for other subdivisions. A planned unit subdivision is subject to all applicable provisions contained in the Planned Development (P-D) overlay zone section of this title (Chapter 16.60).
7. Underground utilities. In any subdivision which includes the construction of new public or private streets, underground utilities shall be provided to City standards. Where a subdivision is proposed to front on existing streets which contain existing utility construction, underground utilities shall not be required unless the affected utility companies have adopted a schedule for the construction of underground utilities for the area.
8. Other street improvements.
   a. In any subdivision which includes the construction of new private or public streets, concrete curbs, gutters, and sidewalks shall be provided. These improvements shall be of a design and location acceptable to the City for the purpose of pedestrian use and drainage control.
   b. Residential and service driveways shall conform to standards established under City code or any amendments or other standards as established by the City Council.
9. Time Extensions. If all phases are not completed within the required two year time period for tentative approval, a time extension must be applied for subject to provisions contained in Section 16.100.050(F) of this chapter.
10. Fire Protection. All proposals for a partition or subdivision shall be sent to the Central Oregon Coast Fire and Rescue District ("COCFRD" or "fire district") for review and comment. If, in the opinion of the fire district, a fire hydrant(s) is necessary for the protection of life and property on the new parcel(s) or lot(s) created by a subdivision or partition, the subdivider/partitioner shall provide the same together with the required water line at its sole expense to the location requested on the subject property by the fire district.

<u>16.100.50</u> <u>Procedure For Subdividing, Partitioning Or Replatting Land</u>

A. Pre-Application Conference. Prior to submitting a tentative plan of a subdivision, partition, or replat, the applicant shall confer with the City Planner regarding the

requisites of the tentative plan application and the applicable standards and criteria of this chapter.

B. Tentative plan requirements. The submitted tentative plan for a subdivision, partition, or replat shall contain all of the information listed in the applicable City of Waldport application form. If the proposal includes new access from a State highway, the applicant shall submit documentation that the Oregon Department of Transportation is willing to issue the requested road approach permits.

C. Tentative plan application and review for subdivisions and partitions. The procedure for application and review of the tentative plan of a subdivision shall be as set forth in Section 16.108.020(C) of this title. The procedure for application and review of the tentative plan for a partition shall be as set forth in Section 16.108.020(B) of this title.

D. Tentative plan application and review for replats.
   2. If the proposed replat involves four (4) lots or more or includes changes to street right-of-ways, utilities, or any other features besides boundary lines, procedure for review and approval of the tentative plan shall be as set forth in Section 16.108.020(C) of this title.

E. Time Limit on tentative approval. Approval of a tentative plan of a partition, subdivision or replat is valid for a period of three (3) years per phase from the effective date of the approval. Phases are allowed to run consecutively, e.g. Phase 1: Years 1-3, Phase 2: Years 4-6. If no request for final approval or time extension has been received within the approved period, the tentative plan approval shall expire.

F. Time extension on preliminary plan approval. Approval of a preliminary plan may be extended upon written request. Requests for time extensions shall be considered and acted upon in accordance with Section 16.108.020(A) of this title or may be submitted to the planning commission for their decision. In considering a request for time extension, the city planner or the commission may consider to what extent any required improvements have been constructed or completed, whether there have been any changes in circumstances or applicable code or statutory requirements which could have affected the original approval, and whether additional conditions or requirements could be imposed on the preliminary plan approval which would satisfactorily address any deficiencies resulting from changed circumstances or code or statutory requirements. In granting a request for a time extension, the city planner or the planning commission may impose such additional conditions or requirements as are considered appropriate. A time extension shall be for a period of three (3) years. Not more than one (1) time extension of a preliminary plan approval may be granted.
   In considering a request for time extension, the City Planner or Commission may consider the following:
   1. To what extent any required improvements have been constructed or completed;
   2. Whether there have been any changes in circumstances or in applicable code or statutory requirements which would render the original approval inappropriate or non-conforming;
   3. Whether additional conditions or requirements could be imposed on the tentative plan approval which would satisfactorily address any deficiencies resulting from changed circumstances or code or statutory requirements. In granting a request for a time extension, the City Planner or the Commission may impose such additional conditions or requirements as are considered appropriate.

G. Revision of tentative plan. If an approved tentative plan of a partition or administrative replat is to be substantially revised, such revision shall be filed as a new application for tentative plan approval. If an approved tentative plan for a subdivision or replat described in subsection (D)(2) of this section is revised in any way, the Planning

Commission shall review the proposed revision to determine if a new application for tentative approval will be required.

H. Certifications required for final approval. Requests for final approval of a subdivision, partition or replat shall be accompanied by the following:
   1. A copy of all covenants and restrictions;
   2. Copies of legal documents required for dedication of public facilities or for the creation of a homeowner's association;
   3. The certification, performance agreement or statement regarding the installation of water and sewerage services;
   4. As-built certifications for all required roads and/or utilities unless otherwise guaranteed by a performance agreement;
   5. A plat and one exact copy meeting the requirements of Section 16.100.060 of this chapter and ORS 92.050-92.100.
   6. When access from a State highway or County road is proposed, a copy of the approach road permit issued by the Oregon Department of Transportation or the Lincoln County Road Department.
   7. A preliminary title report, lot book report, subdivision guaranty report or equivalent documentation of the ownership of the subject property, issued not more than thirty (30) days prior to the date the final plat is submitted for final approval. Such a report shall also identify all easements of record.
   8. Such other information as is deemed necessary by the City Planner or Commission to verify conformance with the conditions of tentative approval.

K. Procedure for final approval of subdivisions.
   1. When the City Planner determines that all of the certifications set forth in subsection H of this section have been met and that the plat conforms in all respects to the tentative plan as approved, consideration of the plat will be placed on the next scheduled meeting of the Planning Commission for determination that all requirements have been met. The Commission shall then approve, disapprove for cause, or, when further information is required, postpone a decision on the plat.
   2. Unless appealed in accordance with Section 16.108.020(H) of this title, the decision of the Planning Commission shall become effective fifteen (15) days after the decision is rendered, in accordance with Section 16.108.020(F) of this title. When the approval becomes effective, the Planning Commission chairperson shall sign the plat and its exact copy.
   3. Following the Planning Commission chairperson's signature, the City shall deliver the plat and its exact copy to the Lincoln County Surveyor. The County Surveyor shall review the plat for conformance with the requirements of subsection H of this section and the provisions of ORS 92.050-92.080.
   4. Upon approval of the County Surveyor, subdivision plats shall be circulated for signing to the following officials:
      a. The County Treasurer, whose signature shall certify that all taxes on the property have been paid;
      b. The County Assessor, whose signature shall certify that the plat is signed by the owner or owners of record.
   5. Upon signing by the County Treasurer and County Assessor, subdivision plats shall be delivered to the County Clerk for recording.
   6. The signature of the chairperson on a final subdivision plat shall be valid for a period of one (1) year. If a plat has not been recorded within one (1) year of the date of the signature, the final approval of the plat by the director, in accordance with subsection J of this section shall expire, and a new request for final approval shall be required.

16.100.070 Standards And Procedures For Property Line Adjustments

A. Tentative approval.

1. The procedure for application, review and tentative approval of property line adjustments shall be as set forth in Section 16.108.020(A) of this title.
2. A property line adjustment shall be tentatively approved by the City Planner, if:
   a. No additional lots or parcels will be created;
   b. The subject lots, parcels, or tracts of land will not be reduced in size to below the minimum area required by the applicable use zone;
   c. The proposed lots, parcels or other tracts of land as adjusted will comply with any required minimum width requirement as set forth in the applicable use zone;
   d. The proposed property line adjustment will not reduce any yard or other setback below that required under applicable zoning;
   e. The proposed property line adjustment will not reduce the street or road frontage of the subject lots or parcels to below that required by this title;
   f. The proposed property line adjustment will not reduce any setback for an existing on-site sewage disposal system or approved replacement area below the required minimum; and
   g. The proposed property line adjustment shall not increase the degree of non-conformity on vacant lots, parcels, or tracts that do not conform to lot size, width, or depth requirements, or on developed lots if the increase in non-conformity results in adjacent property becoming further dividable. A proposed property line adjustment shall not increase the degree of non-conformity for required yards.
3. Notwithstanding the above, an existing lot or parcel may be reduced in area or building setbacks through a property line adjustment provided that:
   a. The lot or parcel to be reduced in area is developed with residential, commercial or industrial structural improvements; or
   b. The reduction in area is necessary to resolve a boundary discrepancy, hiatus or encroachment; or,
   c. The reduction in area is necessary to comply with an applicable setback or other dimensional standard established by this chapter or other applicable law; or,
   d. The reduction in area results from acquisition or condemnation for right-of-way or other public purpose.
4. Tentative approval of a property line adjustment is valid for a period of one (1) year. If no request for a time extension is received by the City within one year of the date of tentative approval, the tentative approval shall expire. A tentative approval may be extended by the City Planner for a period of one (1) year upon request of the applicant.

B. Final Approval.

1. The procedure for application, review and final approval of property line adjustments shall be as set forth in Section 16.108.020(A) of this title.
2. Final approval of a property line adjustment shall be granted upon submittal of the following:
   a. A copy of a filed survey of the property line adjustment in accordance with ORS 92.060(7) which is in substantial conformance with the tentative approval, except that property line adjustments where all lots, tracts or parcels affected are greater than ten (10) acres need not be surveyed or monumented;
   b. Copies of recorded conveyances conforming to the tentatively approved property line adjustment and containing the names of the parties together with

proper acknowledgment.

c. Such other documentation as may be required by the City Planner to verify conformance with any requirements or conditions of the tentative approval.

16.100.100 Street Width And Improvement Standards

A. Street Widths.

Type of Street	Min. Right-of-Way Width	Min. Surface Width
1. Collector streets and all business streets other than arterials:	60' - 80' +	36' – 48' +
2. Local streets in residential areas:	56' ++	28' ++
3. Circular ends of cul-de-sacs:	90' +++	70' +++
4. Hammerheads:	++++	++++

Notes:
+ The City may require a width within the limits shown based upon adjacent physical conditions, safety of the public and the traffic needs of the community. The standard street section for collector and business streets is two 16-22' travel lanes, 2' curb and gutter, 5' sidewalk and 7' utility strip. This may be altered upon approval by the Waldport Public Works Department, utility companies, and the Planning Commission.
++ The standard street section for local streets is two 14' travel lanes, 2' curb and gutter, 5' sidewalk and 7' utility strip. This may be altered upon approval by the Waldport Public Works Department, utility companies, and the Planning Commission.
+++ Measured by diameter of circle constituting circular end.
++++ Hammerheads will be of such width and length as to allow for adequate turn-a-round of all emergency vehicles as determined by the Public Works Director and the Central Oregon Coast Fire and Rescue District.

B. Improvements. Improvements shall have the following minimum standards unless increased at the request of the City Engineer:
   1. Street lighting. Adequate street lighting shall be provided and arranged in cooperation with the Central Lincoln P.U.D.; and
   2. Streets, sidewalks and service driveways shall conform to standards established under City code or resolution adopted by the City Council.

16.100.110 Dedication Of Public Streets

A. Any person wishing to create a public street shall make written application to the City Council. The application shall consist of a letter addressed to the Council requesting acceptance of the dedication, a deed with exact description of the proposed dedication signed by all owners of the property being dedicated, and a map showing the proposed street and property intended to be served by the street. The City Council may refer the application to the following:
   1. The City Engineer and Public Works Director, who shall check the proposal for grade and conformance to acceptable street standards;
   2. The County or other surveyor, who shall check the description for accuracy;
   3. The County assessor's office, which shall determine that the taxes are paid on the property being dedicated; and
   4. The City Planning Commission which shall determine that the street is not in conflict with the City comprehensive plan nor any adjacent approved tentative plans, plats or maps.

B. These reports shall be forwarded to the Waldport City Council. If the Council approves the dedication, the executed dedication document shall then be recorded. A public street will not be maintained by the City unless that street is accepted by the City for maintenance.

16.100.120 Procedure For Insuring Completion Of Streets And Utilities

A. The developer's engineer shall prepare cost estimates on completion of streets and/or utilities. Street cost estimates shall be based on street standards as designated in Section 16.100.100 of this chapter. Sewer and water estimates shall be based upon designs approved by the State Board of Health or other authorized State agency. All cost estimates shall be stamped or sealed by the engineer who prepared them.
B. All estimates shall be submitted to the Waldport CAO. Copies of street and sewer and/or water service estimates shall be reviewed by the City Engineer and approved or modified.
C. Following City Engineer review, the CAO shall notify the developer as to the amount of the bond or other performance agreement required and as to any changes necessary for bond acceptance.
D. The developer shall submit the bond or performance agreement to the City Council for approval.
E. Upon completion of construction of streets and utilities, the applicant's engineer shall certify that such improvements are built to the standards approved. This certification of completion shall be submitted prior to the release of any bond performance agreement.

Staff Analysis:

- ***Relationship to Adjoining Street System.*** *The proposed Phase 2 is providing public streets to connect to the south at Wedge Court thus providing access to Forest Parkway, Ironwood Drive, and Masters Drive. These all connect to Range Drive. Phase 1 provided a connection to the north at Dolores Drive providing access to Norwood Drive, Starr Street, and US HWY 101. Both of these connections/extensions were identified in the 2019 Waldport Transportation System Plan Update.*

  A one-foot reserve strip exists between the proposed Phase 2 and Wedge Court. After the proposed Phase 2 has been approved by the Planning Commission to City Standards, the City will petition the owner of the one-foot reserve strip for release per their attorney's stipulation.

  It is staff's opinion that street connectivity will improve after the proposed connection to Wedge Court has been completed.

- ***Public Access Ways.*** *Waldport's Transportation System Plan identified a multi-use path accessing the property from the east and traversing westward towards Dolores Drive and Norwood Drive.*

  In the Masterplan, the applicant had proposed a 10-foot-wide public path dedication between lots #14 and 15 to access the existing Woodland Trail to the east which connects to Kendall Field and Crestline Park. Users of this path would then continue through the subdivision on 5' sidewalks adjacent to the streets.

  Phase 2 replaces the proposed public path with a direct connection to the north terminus of SW Wedge Ct.

It is staff's opinion that the public path connection, in combination with sidewalks, meets the TSP's identified pedestrian connectivity and multi-use path needs for the city.

- ***Public Street Standards.*** *All streets are proposed to be public streets and meet the public street standards. The right-of-way width for the streets will be 56' with the following cross section: two 14' travel lanes, 2' curb and gutter, 5' sidewalks, and 7' utility strips. Final engineering plans for streets will need to be reviewed and approved by the City.*

  Waldport Municipal Code Section 16.100.040 states that in general, dead end (cul-de-sac) streets should not exceed 400 feet in length and must terminate in a turn-around with a minimum property line radius of 45 feet. The easterly street is a cul-de-sac street that is approximately 600± feet in length from Dolores Drive to its north terminus. The cul-de-sac is proposed to have a 45-foot radius. Typically, dead end streets are limited in length for fire safety reasons, i.e., firetruck turn around and available water source (hydrants).

  It is staff's opinion that these design criteria have been met.

- ***Water, Sewer and Storm Drainage Improvements.*** *The application includes water, sewer, and storm drain improvement plans for Phase 2. Final engineering plans must be reviewed and approved by the City Public Works Director and City Engineer. The developer shall be responsible for any costs incurred by the City to have a professional registered engineer review and approve development plans.*

  The Waldport Public Works Operations Superintendent has reviewed the Spruce Ridge preliminary plans and has tentatively approved the proposed infrastructure pending review of the final engineering plans.

  It is staff's opinion that these design criteria have been met.

- ***Utility Easements.*** *As explained above, the required roadway cross sections include 7-foot-wide utility strips along all front property lines. Most utilities will be placed in the roadways with a few exceptions such as storm drain outfalls and existing City utility easements.*

  The applicant proposes to reroute a City water line so it runs in the roadway instead of across proposed lots. The applicant will request this section of the waterline and associated 10' public waterline easement be abandoned.

  At the time final engineering plans are reviewed by the City Engineer, any additional utility easements should be identified and established that may be required alongside or rear property lines.

  It is staff's opinion that this design criterion has been met.

- ***Underground Utilities.*** *Utilities shall be placed underground in accordance with Waldport Municipal Code Section 16.100.040.*

  It is staff's opinion that this design criterion has been met.

- ***Fire Protection and Emergency Vehicle Access***
  Final engineering plans will require review and approval by the Central Oregon Coast Fire and Rescue District (COCFRD).

  City Planner has requested review of the preliminary plans but to date has not received comments.

- ***Park Assessment Fee.*** *Fee was calculated for the Masterplan and not revisited here.*

C. CONCLUSIONS

In evaluating the request, the Planning Commission bases its decision on compliance with the applicable code standards.

If the request is denied, the Planning Commission should state the general reasons and facts relied on, and direct staff to prepare findings for adoption at the next meeting. If the request is denied, the action must be based on reasons related to orderly development and the best interests of the surrounding area or the city as a whole.

If the request is approved, staff offers recommended conditions, which may be added to or amended at the Commission's discretion:

1. Development shall occur in accordance with the approved Phase 2 preliminary plan. Any substantial change in the plan shall require a new application to be reviewed and approved by the Planning Commission.
2. All lots shall meet the R-1 Residential zone minimum lot area, width, and depth requirements.
3. Lots identified as having significant natural resources (wetlands/riparian) and slopes greater than 20% shall have site-specific studies performed and approved by the City Planner prior to development.
4. Prior to construction, the applicant shall submit an erosion control plan to the City of Waldport Public Works Department for review and approval.
5. Final engineering plans for street, water, sewer, storm drainage improvements, and potential future easements shall be reviewed and approved by the City of Waldport Public Works Department. The developer shall be responsible for any costs incurred by the City to have a professional registered engineer review and approve development plans.
6. Final engineering plans for street and water improvements shall be reviewed and approved by the Central Oregon Coast Fire & Rescue District. The developer shall be responsible for any costs incurred by the City to have a professional registered engineer review and approve development plans.
7. All utilities shall be located underground.
8. Public access ways shall be constructed as identified on the approved Phase 2 preliminary plan. This includes the trail connection to the Woodland Trail, the roadway connection to Dolores Drive, and the roadway connection to Wedge Court. All connections shall be completed with Phase 2.
9. As per the Masterplan/Phase 1 approval, the developer shall be required to pay a park assessment fee of $29,288.20 to the City of Waldport. The City and developer have entered into discussions to waive the fee in exchange for extended sidewalks and /or improved connections to City trails.
10. Approval of the Phase 2 preliminary plan is valid for a period of three (3) years from Planning Commission approval of Findings and Conclusion.
11. Final plan review procedure. When the city planner determines that all of the certifications set forth below have been met and that the plat conforms in all respects to the preliminary plan as approved, consideration of the plat will be placed on the next practical scheduled meeting of the planning commission for determination that all requirements have been met. The commission shall then approve, disapprove or, when further information is required,

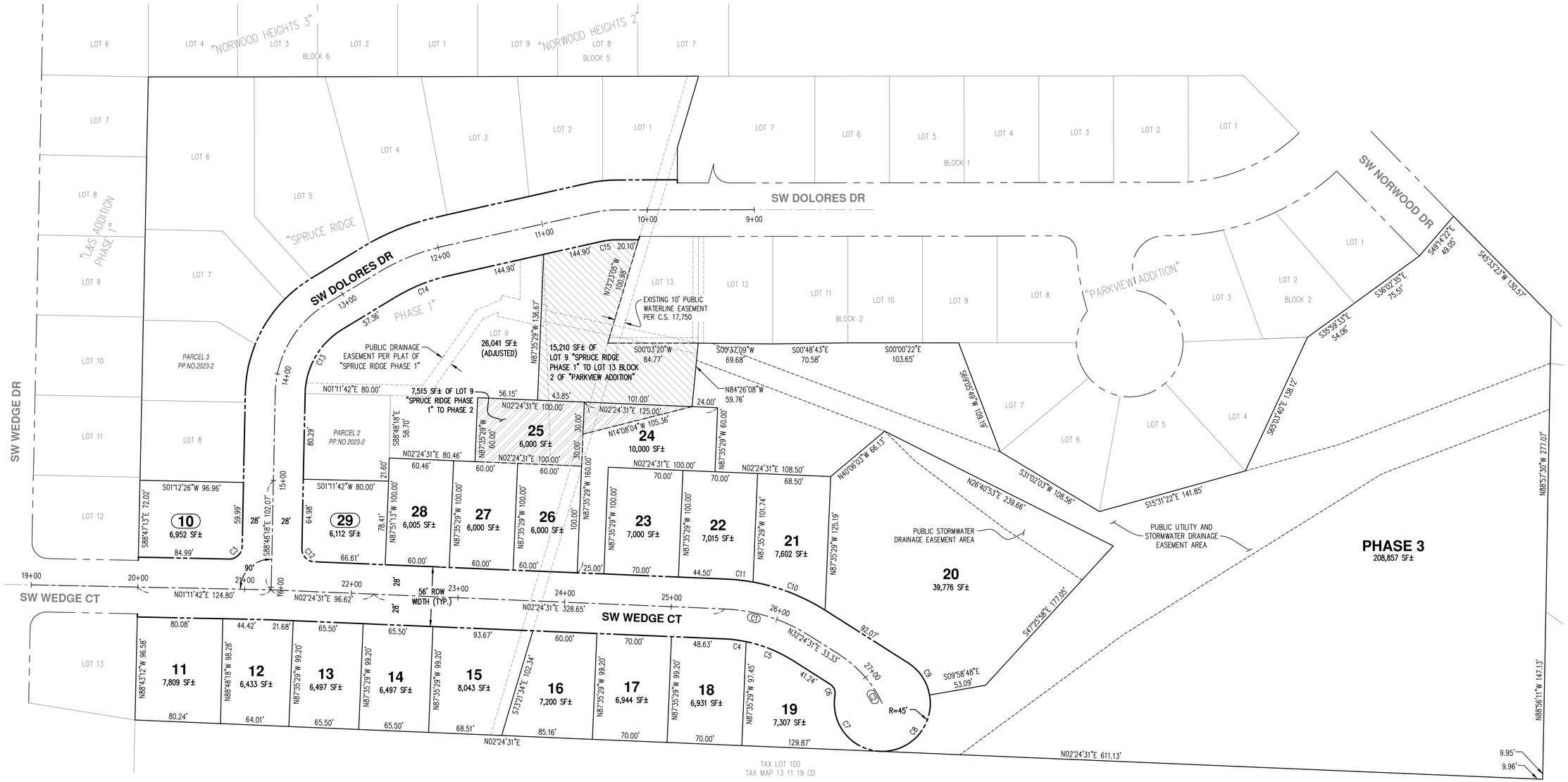
postpone a decision on the plat. Requests for final plan approval of a subdivision shall be accompanied by the following certifications:

a. Certified copies of legal documents required for dedication of public facilities;
b. The certification, performance agreement or statement regarding the availability of water and sewerage services;
c. As-built certifications for all required roads and utilities unless otherwise guaranteed by a performance agreement;
d. A plat and one exact copy meeting the requirements of Section 16.100.060 of this chapter and ORS 92.050-92.100 and ORS 209.250.
e. A preliminary title report, lot book report, subdivision guaranty report or equivalent documentation of the ownership of the subject property, issued not more than thirty (30) days prior to the date the final plat is submitted for final approval. Such a report shall also identify all easements of record.

Submitted by:

Jaime White
City Planner

Enclosures:
- Vicinity Maps
- Site Plan
- Wetland/Riparian Map
- Slope Map
- Email correspondence from agencies (Public Works, Fire)
- Relevant Development Code



CURVE TABLE				
CURVE	RADIUS	DELTA	LENGTH	CHORD
C3	12.00'	90°00'00"	18.85'	N43°48'18"W 16.97'
C4	132.00'	9°19'00"	21.46'	N7°04'00"E 21.44'
C5	132.00'	20°41'00"	47.65'	N22°04'00"E 47.39'
C6	10.00'	67°33'13"	11.79'	N66°11'07"E 11.12'
C7	45.00'	97°33'13"	76.62'	N51°11'07"E 67.69'
C8	45.00'	102°23'19"	80.42'	N48°47'09"W 70.13'
C9	45.00'	47°36'41"	37.39'	S56°12'51"W 36.33'
C10	188.00'	22°12'18"	72.86'	S21°18'22"W 72.40'
C11	188.00'	7°47'42"	25.58'	S6°18'22"W 25.56'
C12	12.00'	88°47'11"	18.60'	S46°48'06"W 16.79'
C13	72.00'	57°33'29"	72.33'	N60°01'34"W 69.33'
C14	172.00'	18°35'40"	55.82'	N21°56'59"W 55.58'
C15	72.00'	12°34'56"	15.81'	N6°21'41"W 15.78'

SW WEDGE CT						
NUMBER	STATION	RADIUS	LENGTH	DELTA	CHORD	LINE/CHORD DIRECTION
C1	25+50.07	160.00	83.78	30°00'00"	82.82	N17° 24' 30.72"E
C2	26+67.17	110.00	61.97	32°16'46"	61.16	N48° 32' 53.52"E

ZONE: R-1
GROSS AREA
(PHASES 2 & 3): 430,150 SF (9.87 AC)

R-1 DIMENSION REQUIREMENTS
MIN LOT AREA 6,000 SF
MIN LOT WIDTH: 60 FEET
MIN CORNER LOT WIDTH: 65 FEET
MIN LOT DEPTH: 80 FEET

SETBACKS
FRONT: 20 FEET
SIDE: 5 FEET
CORNER SIDE: 20 FEET
REAR: 10 FEET

PHASING
PHASE 1: 1-9 (PRIOR APPLICATION)
PHASE 2: LOTS 10-29
PHASE 3: TBD

SCALE: 1"= 50 FEET
50 0 20 30 40 50

IRONMARK
SURVEYING & ENGINEERING
IRONMARK, LLC
23500 SW HOLLY HILL RD
SAINT PAUL, OR 97123
P: 503.765.8755
ironmarkllc.com

SPRUCE RIDGE SUBDIVISION PHASE 2

WALDPORT OREGON

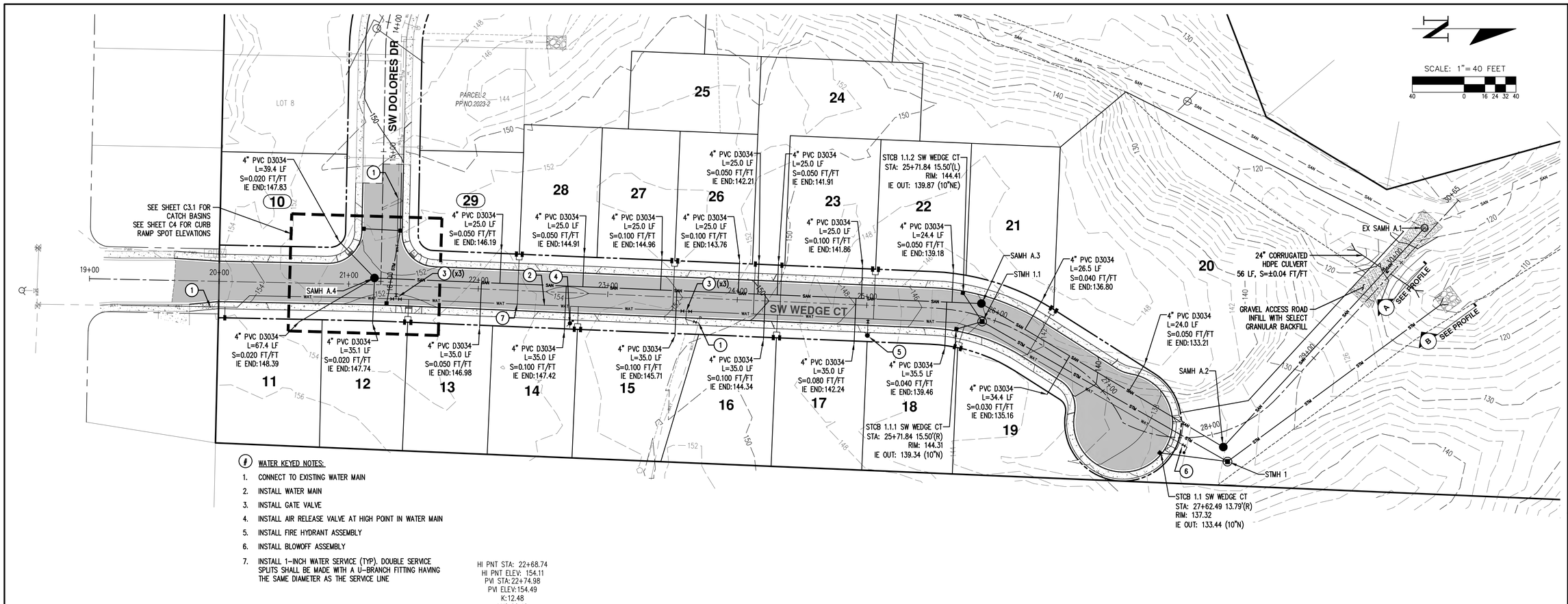
SUBDIVISION PLAN

DESIGNED BY: BDT/JDS
DRAWN BY: JDS
CHECKED BY:
SCALE: AS NOTED
DATE: 07/02/2025

REVISIONS

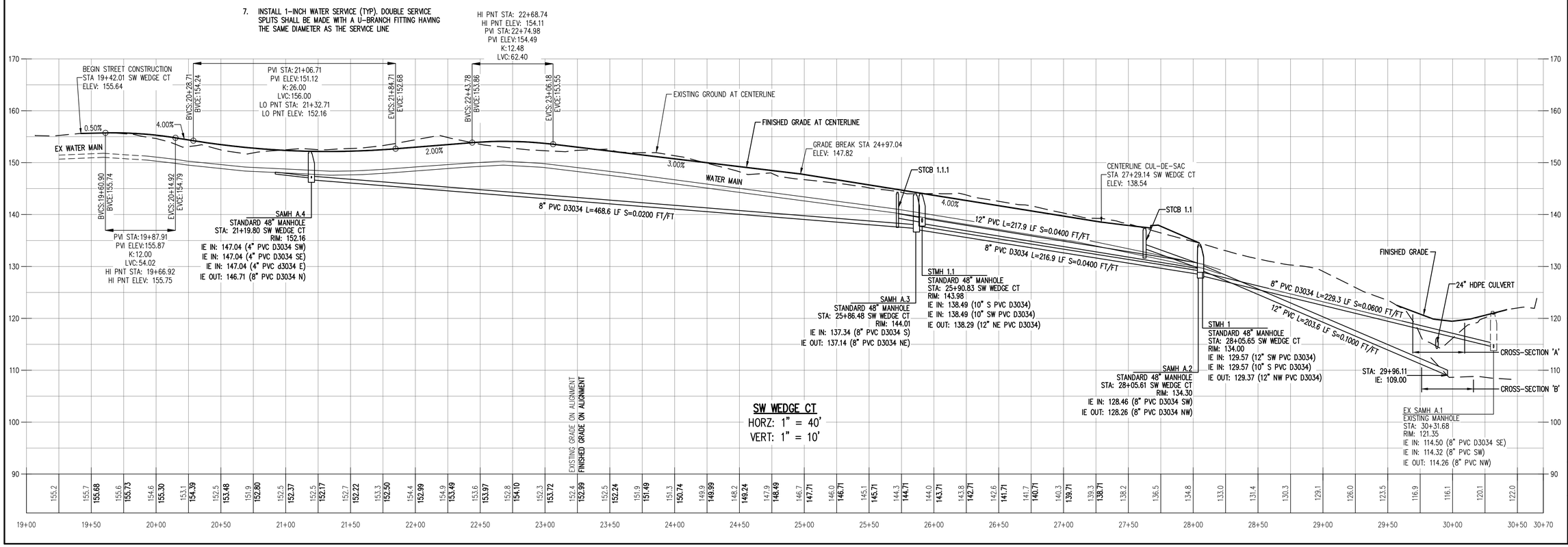
JOB NUMBER
1083

SHEET
C2



(#) WATER KEYED NOTES:

1. CONNECT TO EXISTING WATER MAIN
2. INSTALL WATER MAIN
3. INSTALL GATE VALVE
4. INSTALL AIR RELEASE VALVE AT HIGH POINT IN WATER MAIN
5. INSTALL FIRE HYDRANT ASSEMBLY
6. INSTALL BLOWOFF ASSEMBLY
7. INSTALL 1-INCH WATER SERVICE (TYP). DOUBLE SERVICE SPLITS SHALL BE MADE WITH A U-BRANCH FITTING HAVING THE SAME DIAMETER AS THE SERVICE LINE



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SPRUCE RIDGE SUBDIVISION PHASE 2

WALDPORT OREGON

SW WEDGE CT PLAN AND PROFILE

DESIGNED BY: BDT/JDS
DRAWN BY: JDS
CHECKED BY:
SCALE: AS NOTED
DATE: 07/02/2025

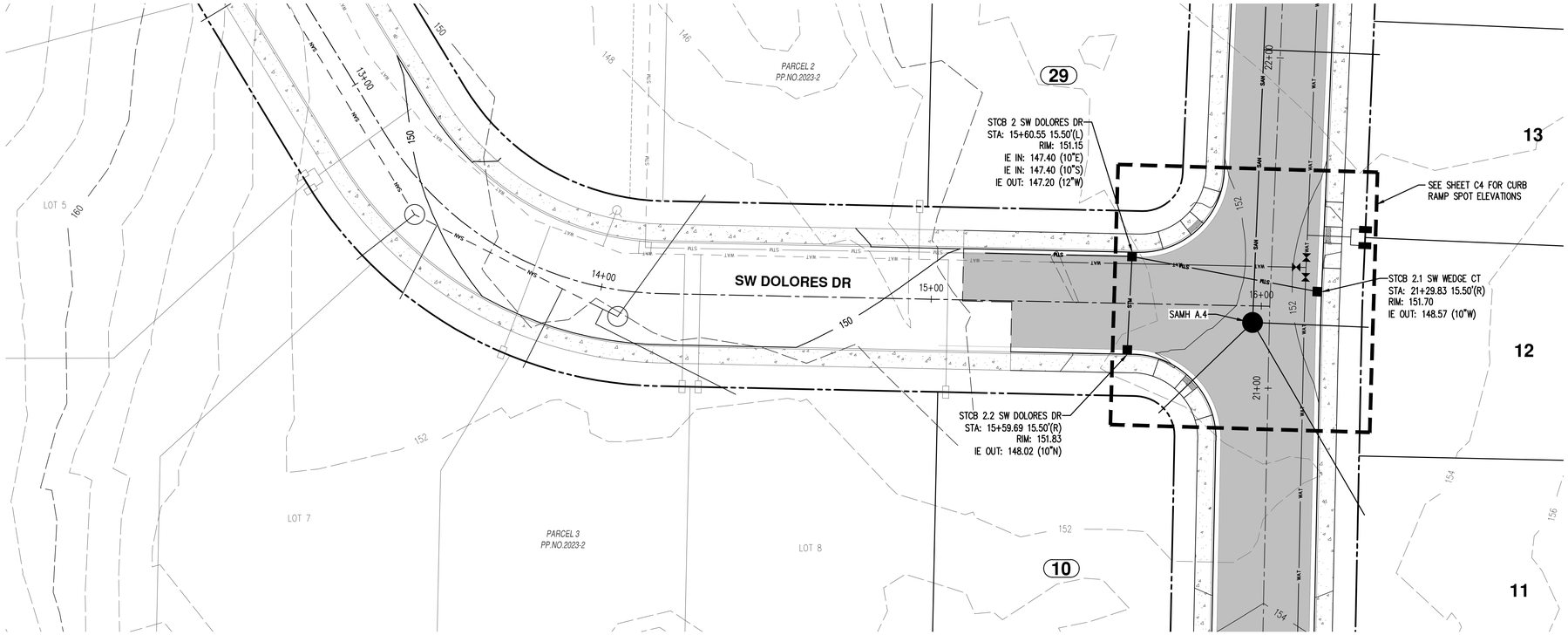
REGISTERED PROFESSIONAL ENGINEER 84843PE OREGON MAY 22, 2018 BRANDT D. THISSELL

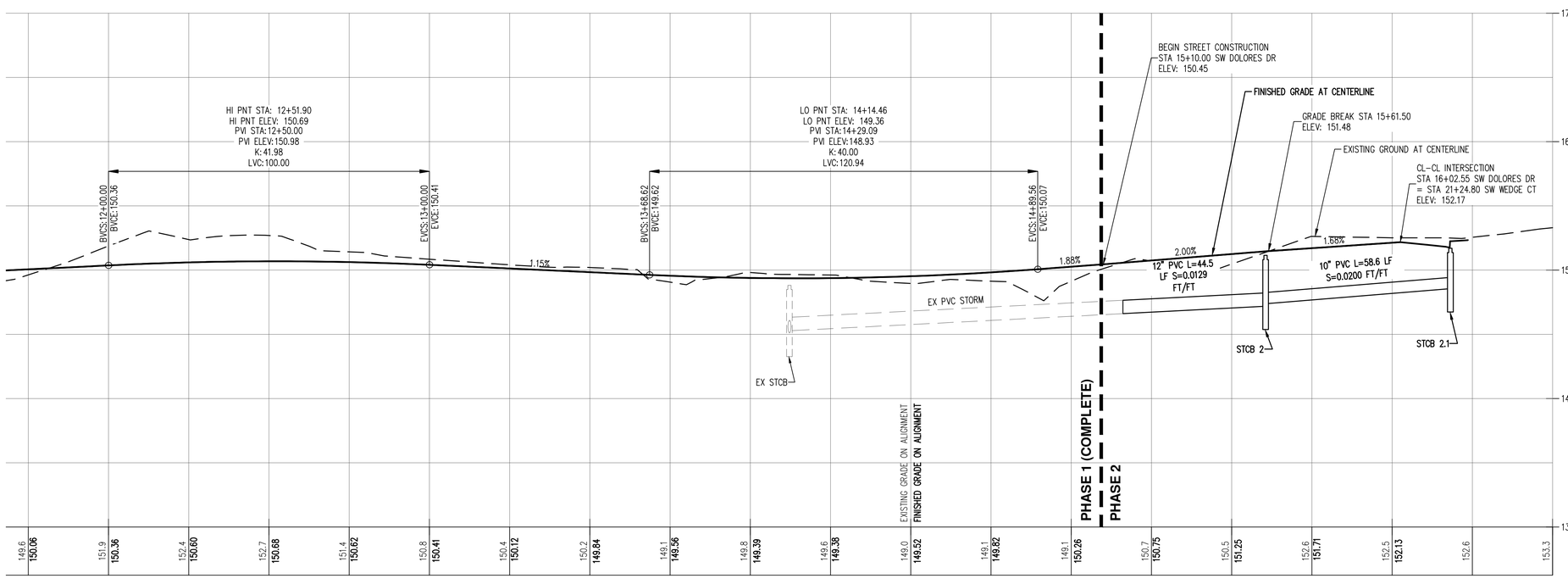
RENEWAL DATE: 06/30/26

REVISIONS

JOB NUMBER 1083

SHEET C3





SW DOLORES DR
HORZ: 1"= 20'
VERT: 1"= 5'

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ironmarkllc.com

SPRUCE RIDGE SUBDIVISION PHASE 2

WALDPORT OREGON

SW DOLORES DR PLAN AND PROFILE

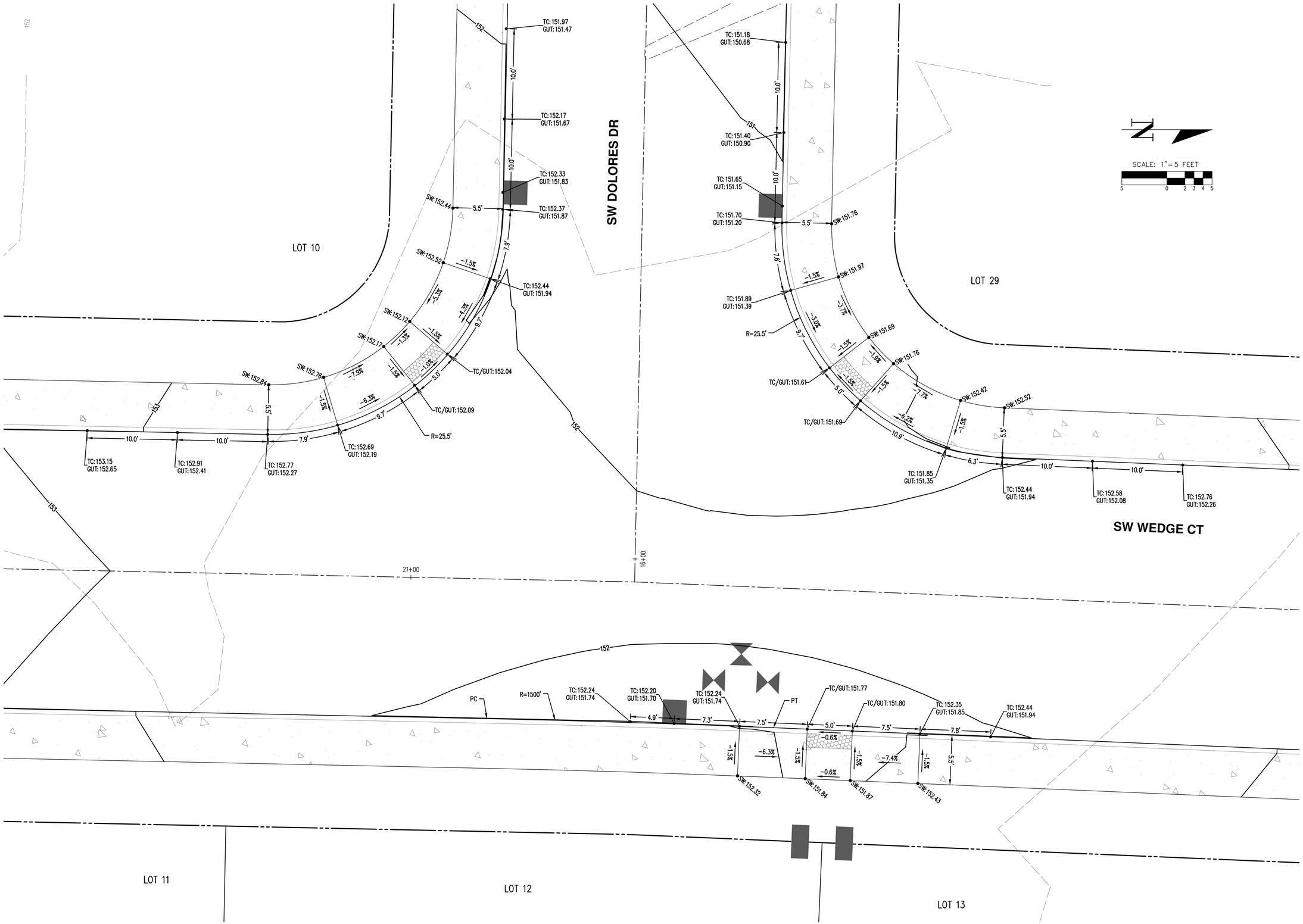
DESIGNED BY: BDT/JDS
DRAWN BY: JDS
CHECKED BY:
SCALE: AS NOTED
DATE: 07/02/2025

REGISTERED PROFESSIONAL ENGINEER 84843PE OREGON MAY 22, 2018 BRANDT D. THISSELL
RENEWAL DATE: 06/30/26

REVISIONS

JOB NUMBER
1083

SHEET
C3.1



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P: 503.765.8755
ironmarkllc.com

SPRUCE RIDGE SUBDIVISION PHASE 2

WALDPORT OREGON

CURB RAMP SPOT ELEVATION DETAIL

DESIGNED BY: BDT/JDS
DRAWN BY: JDS
CHECKED BY:
SCALE: AS NOTED
DATE: 07/02/2025

REGISTERED PROFESSIONAL ENGINEER 84843PE OREGON MAY 22, 2018 BRANDT D. THISSELL

RENEWAL DATE: 06/30/26

REVISIONS

JOB NUMBER 1083

SHEET C4

IRONMARK
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SPRUCE RIDGE SUBDIVISION PHASE 2

WALDPORT OREGON

SW WEDGE CT CUL-DE-SAC SPOT ELEVATION DETAIL

DESIGNED BY: BDT/JDS
DRAWN BY: JDS
CHECKED BY:
SCALE: AS NOTED
DATE: 07/02/2025

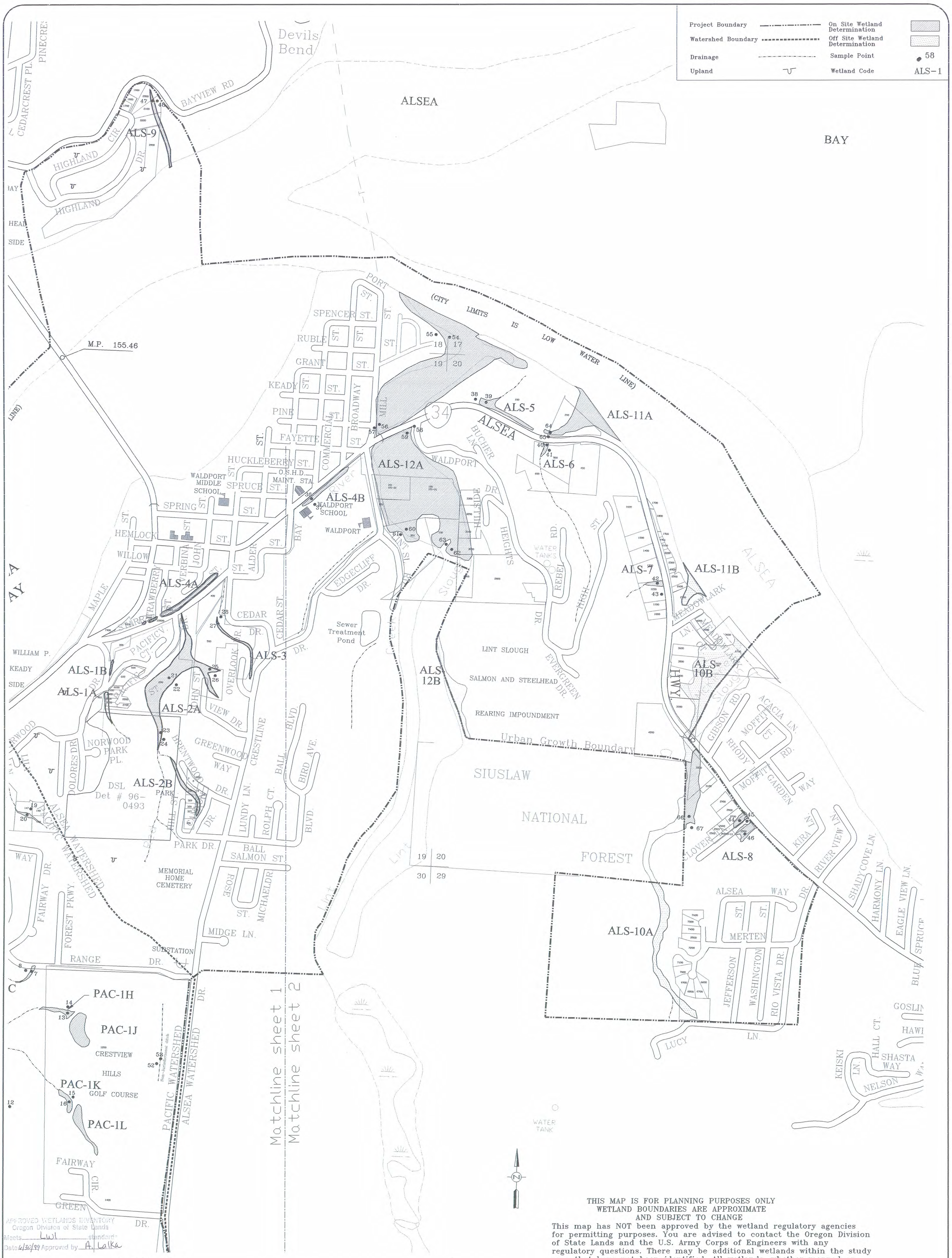
REGISTERED PROFESSIONAL ENGINEER
84843PE
OREGON
MAY 22, 2018
BRANDT D. THISSELL

RENEWAL DATE: 06/30/26

REVISIONS

JOB NUMBER
1083

SHEET
C4.1



APPROVED WETLANDS INVENTORY
Oregon Division of State Lands
Meets LWI standards
Date 6/30/99 Approved by A. Lalka

THIS MAP IS FOR PLANNING PURPOSES ONLY
WETLAND BOUNDARIES ARE APPROXIMATE
AND SUBJECT TO CHANGE

This map has NOT been approved by the wetland regulatory agencies for permitting purposes. You are advised to contact the Oregon Division of State Lands and the U.S. Army Corps of Engineers with any regulatory questions. There may be additional wetlands within the study area that have not been identified. All wetlands, whether mapped or not, are subject to Federal and State permit requirements. There may also be areas of non-wetland within areas identified as wetlands on this map. In all cases, Federal and State agencies will use actual field conditions, rather than this map, to determine wetland boundaries.

Funding for this project was provided by a grant from the Oregon Division of State Lands, Wetlands Planning Assistance grant program. This grant program is supported by a grant from the U.S. Environmental Protection Agency under authority of the Clean Water Act.

DATE: June 30, 1999

BASE MAP INFO: SOURCE by ODOT, City of Waldport

JOB NO.: 8-1664

Waldport
Local Wetlands Inventory

Pacific Habitat Services,Inc.
9450 SW Commerce Circle, Suite 180
Wilsonville, Oregon 97070
Phone: (503) 570-0800

Sheet: 2
of: 2

Fee $1,050
Receipt # 850280
CK # 2147

CITY OF WALDPORT

Land Use Application

TO BE COMPLETED BY OFFICE:

1. Date Received July 2, 2025 Staff Initials JW
2. Case File Number _____ Action: Administrative _____ Planning Commission _____
3. Action Requested C.U. _____ N.C.U. _____ Variance _____ Zone Change _____ Other Phase 2 Subdivision
4. Current Zoning R-1 Current Plan Designation Residential Lot Size _____
5. Previous Planning Actions on Property Subdivision Phase 1
6. Existing Code Violation(s) NONE

TO BE COMPLETED BY APPLICANT:

Purpose of Application Spruceridge Subdivision Phase #2

Property Description T 13 S, R 11 W, W.M., Section 19CD Tax Lot(s) 00200

Applicant's Name Michael Schlosser

Address P.O. Box 2317 City Waldport State OR

Zip Code 97394 Daytime Phone Number 5412720776 E-Mail Spruceridge@Peak.org

Relationship to Property Owner

(Owner, Contract Purchaser, etc.)

Agent (if any) None

Existing Structures none

Current/Proposed Utilities: Sewage x Water x Electrical x

Anticipated Date of Development 7/3/25

INFORMATION REQUIRED

for

LAND USE APPLICATION

For all land use permit applications, the following minimum information must be submitted for the application to be considered complete:

1. Plot plan, drawn to scale, of the subject property showing:
   A. all property lines
   B. all existing and proposed buildings and setbacks from all property lines
   C. the location of water and sewer lines, septic system, and all existing and proposed easements
   D. access to the property, and whether it is a state highway, county road, public road or private easement. Note: Applicant should check to determine if an access permit is required.
   E. all wetland areas, areas of geological hazard, streams and waterways, and areas subject to flood hazard
   F. general description of the topography and vegetation
   G. plans for fencing
   H. the date, north point and scale of drawing

2. Total floor area, height and use of all existing and proposed structures.

3. Operating characteristics of all proposed commercial and industrial uses (what, where, when & how).

4. Location of all required off-street parking and loading facilities, if any.

5. Size, location and tentative design of proposed signs, if any.

6. Other information as determined by staff, i.e geotechnical, wetland, structural reports, etc.

NOTE: ALL APPLICATIONS MUST BE COMPLETE. FAILURE TO SUBMIT A COMPLETE APPLICATION WILL DELAY THE ACCEPTANCE AND PROCESSING OF YOUR APPLICATION.

Signature of Property Owner — Date: 7/2/25

N/A — Signature of Applicant (if other than property owner) — Date: N/A

Chapter 16.12 Residential Zone R-1
16.12.010 Uses Permitted Outright
16.12.020 Conditional Uses Permitted
16.12.030 Standards

16.12.010 Uses Permitted Outright

In an R-1 zone, the following uses and their accessory uses are permitted outright subject to the applicable provisions of Chapters 16.72, 16.76, 16.80 and 16.96 of this title:

A. A one-family dwelling built on site;

B. A factory built dwelling;

C. A manufactured home, subject to the siting standards of Section 16.72.140 of this title;

D. Agricultural use of land provided that no livestock shall be raised or kept on the premises and provided further that no commercial structure shall be constructed or maintained on the premises. For purposes of this Section 16.12.010, chickens and ducks are not considered to be livestock. The keeping of chickens and ducks are subject to provisions of Chapter 16.72, Supplementary Regulations;

E. A travel trailer or recreation vehicle stored unoccupied on a lot in combination with an approved dwelling (see Chapter 10.12 of this code);

F. Residential Homes; and

G. Family Day Care.

H. One Accessory Dwelling Unit (see Section 16.72.040(E)).

16.12.020 Conditional Uses Permitted

In an R-1 zone, the following uses and their accessory uses may be conditionally permitted subject to the applicable provisions of Chapters 16.72, 16.76, 16.80, 16.84 and 16.96 of this title:

A. Cemetery;

B. Church, non-profit religious or philanthropic institution;

C. Community Center;

D. Nursery school, Kindergarten or similar facility;

E. Governmental structure or use of land for necessary public utility facilities;

F. Home Occupation, subject to meeting all applicable standards listed in Section 16.84.070 of this title;

G. Golf course or country club, but not a miniature golf course or similar type of amusement facility;

H. Private, non-commercial recreation club such as tennis, swimming or archery club, but not commercial amusement or recreation enterprises;

I. Public park, playground, golf course, swimming pool or similar recreation use;

J. Public school or private school offering curriculum similar to public school;

K. Temporary real estate offices offering residential property within a specific subdivision or development for sale, rent or lease;

L. Residential Day Care Facility as defined in ORS 197.680;

M. Towers

N. Two or more Accessory Dwelling Units (see Section 16.72.040(E)).

16.12.030 Standards

In addition to standards provided in Chapters 16.72, 16.76, 16.80, 16.84 and 16.96 of this title, in an R-1 zone, the following standards shall apply:

A. Lot Size and Dimensions. The following minimum lot size and dimensions will apply in the R-1 zone:

1. The minimum lot area shall be six thousand (6,000) square feet for a one-family dwelling with public water and sewer; fifteen thousand (15,000) square feet with public water only.
2. The minimum lot width shall be sixty (60) feet for an interior lot and sixty-five (65) feet for a corner lot, except flag lots, which require a minimum of twenty-five (25) feet of frontage.
3. The minimum lot depth shall be eighty (80) feet.
4. No lot area, yard, off-street parking or loading area, or other required open space for one use shall be used as the required lot area, yard, off street parking or loading area, or other required open space for another use.
5. Lot area, for ocean and bay front lots or lots with intervening ownership which does not prevent coastal erosion from progressive deterioration of the property shall be determined by the amount of area from the landward boundary of the riparian vegetation zone to the landward extent of the property.

B. Yards. The minimum yard requirements in the R-1 zone shall be as follows:

1. The front yard shall be a minimum of twenty (20) feet.
2. Each side yard shall be a minimum of five (5) feet, but any part of a building exceeding fifteen (15) feet in height must have a setback from a side property line equal to or greater than one-third the height of that part. (Height is measured from grade level adjacent to the wall which is closest to the side property line.)
3. The street side yard shall be a minimum of twenty (20) feet, except on lots fifty (50) feet wide or less the street side yard shall be ten (10) feet.
4. The rear yard shall be a minimum of ten (10) feet except;
    a. An accessory structure not used for human habitation, not higher than fifteen (15) feet, and separated from the main building may be located no closer than five (5) feet from a rear property line, and
    b. On a corner lot, the set back required from the rear property line shall be the same as required for side yards.
5. No structure shall be located closer than sixty (60) feet from the centerline of any arterial street nor forty (40) feet from the centerline of any collector street.

C. Special Set-Back Requirements.

1. Clubs, lodges, fraternal organizations, community swimming pools, and buildings housing recreational facilities in residential zones shall be located no closer than thirty feet (30) from any other lot in a residential zone.
2. General provisions regarding accessory uses, Section 16.72.050 of this title and exceptions to the building code, Section 16.80.010 should be reviewed.

D. Decks: Unenclosed decks, unroofed landings, porches and stairs may project into any required yard, providing the following conditions are met:

1. No portion except the guard rails shall extend above the floor level of a habitable room;
2. No such projection shall obstruct a stairway; and
3. No such projection shall extend into the required yard more than one-third the distance of the setback required.

E. Drainage. A plan shall be submitted showing width, depth, and direction of flow of all drainage channels on property. In addition, the location, size and type of conduit used in drainage channels and drive way accesses shall be clearly delineated. Water from roof drains and other nonimpervious surfaces shall not be concentrated and directed so as to cause damage to other properties, and shall be directed towards the street or to an on-site dry well. Pipes draining water from roof drains and other nonimpervious surfaces shall not be allowed to connect to any sanitary sewer facilities.

F. Excavation/Fill. A plan shall be submitted showing cubic yards removed or filled and a final elevation certified by a registered professional engineer for the removal of more than fifty (50) cubic yards.

G. Building Height. No building in the R-1 zone shall exceed a height of thirty (30) feet.

H. Lot Coverage. Buildings including accessory structures and garages shall not occupy more than forty-five (45) percent of the total lot area.

I. Distance Between Buildings. A minimum distance of six (6) feet shall be maintained between a building designed for dwelling purposes and other buildings on the same lot.

J. Any property identified as a geological natural hazard area as listed in Section 16.96.020 of this title or any property that has a twelve (12) percent slope or greater, as defined by a 3:1 ratio; 3 horizontal, 1 vertical, shall require a geotechnical analysis of the property in accordance with Section 16.96.030(D)(4) of this title.

Chapter 16.96 Development Guidelines

16.96.010 Intent
16.96.020 Scope
16.96.030 Natural Hazard Areas

16.96.010 Intent

The intent of development guidelines is to provide procedures necessary to secure the desirable attributes of the City from depletion, and to protect against hazardous or otherwise undesirable development activities.

16.96.020 Scope

Development guidelines shall apply to those areas of concern delineated on the City of Waldport zoning map and in its comprehensive plan and plan inventories or any area determined potentially hazardous by the Planning Commission and shall also apply to any property that has a 20% slope or greater.

A. A property has a 20% slope or greater if:
    1. The average slope from the highest to lowest point of the property has a slope of 20% or greater or;
    2. The average slope of the building footprint or area to be disturbed is 20% or greater.

B. Development guidelines shall also apply to those properties where a 30% or greater slope is within 100 feet of the property.

C. Development guidelines shall not apply to a building footprint that is over 100 feet from a 20% slope.

16.96.030 Natural Hazard Areas

The following development guidelines are applicable to hazards identified above and in the State Department of Geology and Mineral Industries, Bulletin 81, Environmental Hazard Inventory, Coastal Lincoln County, Oregon, RNKR Associates, 1978. The above documents and mapping are referenced and adopted as a part of the comprehensive plan and available in the office of the CAO.

A. Purpose. Various geological formations in the City have different characteristics with respect to suitability for development because of landslide potential, high groundwater and other characteristics. The following development guidelines have been prepared in order that geological hazards will be recognized and the losses resulting therefrom will be lessened.

B. Areas of Concern. The primary areas of concern are those with active and potential landslides, high groundwater, weak foundation soils, coastal recession, and steep slopes.

C. Considerations. The most important consideration with respect to natural hazard factors are:
    1. That development approved is not hazardous to buildings, structures or the inhabitants thereof;
    2. That notice to unsuspecting purchasers of property having natural hazards is provided; and
    3. That unjustified expenditure of public funds or losses incurred due to natural hazards resulting in damage to development is prevented.

D. Standards. The following shall be required in identified hazard areas:

1. Oceanfront/Bayfront lots. A site specific geotechnical analysis by an Oregon certified engineering geologist except when:

    a. The only known or suspected hazard is coastal recession and minor slope sloughing which can be compensated for by using the established minimum setbacks as set forth in the Environmental Hazard Inventory; RNKR (page 35);

    b. No development is proposed within 50 feet landward (measured on the horizontal) from the line of mean higher high water; and

    c. No development is proposed within 25 feet from the top of bank.

    Rates of coastal erosion are identified on the comprehensive plan hazard maps. Deviations from required shore front setbacks may be permitted upon submission of a site specific geotechnical analysis prepared and stamped by an Oregon certified engineering geologist which specifies adequate safeguards to compensate for the reduced setback.

2. Geologically recent landslide areas. A site specified geotechnical analysis by an Oregon certified engineering geologist including all property outside of the known or suspected hazard that is within one hundred (100) feet. The geotechnical analysis, which shall be stamped by the Oregon certified engineering geologist, shall identify the nature and extent of the hazard or hazards present and shall provide specific recommendations for measures adequate to safeguard the proposed development from the identified hazard or hazards.

3. Weak foundation soils. In areas known to have weak foundation soils for construction of buildings and roads, a detailed soils analysis shall be made by a qualified soils expert. The analysis shall include recommendations to overcome identified limitations prior to development approval.

4. Slopes greater than twenty (20) percent. A site specified geotechnical analysis by an Oregon certified engineering geologist is required. The analysis, which shall be stamped by the Oregon certified engineering geologist, shall determine the suitability of the site for development and shall recommend specific measures which may be required to safeguard life and property.

Table 16.96.030

ESTABLISHED MINIMUM STANDARDS TO COMPENSATE FOR COASTAL EROSION

Severe	20	2.75' to 1' of Bank Height
Bank Height/TAN	20	
Bank Height/	.36397	

Moderate	25	2.15' to 1' of Bank Height
Bank Height/TAN	25	
Bank Height/	.46631	

Slight	45	1' to 1' of Bank Height
Bank Height/TAN	45	
Bank Height	1	

Chapter 16.100 Land Division

16.100.010 Purposes
16.100.020 Approval Of Partitions
16.100.030 Approval Of Subdivisions
16.100.040 General Requirements And Minimum Standards Of Design Development
16.100.050 Procedure For Subdividing, Partitioning Or Replatting Land
16.100.060 Plat Requirements
16.100.070 Standards And Procedures For Property Line Adjustments
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16.100.010 Purposes

As authorized by law, including ORS Chapter 92 and Chapter 215, the following requirements and standards relating to the division of land apply to all land within the City of Waldport. These regulations have the following objectives:

A. To provide for the proper location of utilities;

B. To specify the width, location and improvement standards for streets;

C. To provide for adequate sewage disposal facilities;

D. To provide for adequate water supplies;

E. To provide for adequate stormwater drainage facilities.

16.100.020 Approval Of Partitions

A. A person may offer or negotiate to sell any parcel in a partition prior to the approval of the tentative plan for such partition, but no person may dispose of, transfer, sell or agree to sell any parcel in a partition prior to final approval.

B. No building permits shall be issued for any parcel in a partition until the partition has been granted final approval.

C. If it is determined that continuous partitioning of a tract of land may occur in subsequent years which may result in the need for a new road(s), utilities, or stormwater drainage facilities to be constructed, thereby impacting City services and surrounding property, the application shall be referred to the Planning Commission for a determination as to whether the development should be subject to the subdivision requirements of this article.

16.100.030 Approval Of Subdivisions

A. No plat or replat of a subdivision of land shall be recorded or have any validity unless and until it has the approval of the City, as provided for in this article.

B. No person shall negotiate to sell any lot in any subdivision until a tentative plan of that subdivision has been approved.

C. No person shall dispose of, transfer, or sell any lot in any subdivision until final approval is obtained and the plat of that subdivision is recorded.

16.100.040 General Requirements And Minimum Standards Of Design Development

A. The following are the minimum requirements and standards to which subdivisions and partitions must conform:

1. Conformity to the comprehensive plan. All subdivisions and partitions shall conform with all applicable portions of the comprehensive plan and development regulations for the City.

2. Performance agreement. If all improvements required by the City and this code are not completed according to specifications as required herein prior to the time the plat or map is duly submitted for consideration and approval, the City may accept in lieu of said completion of improvements a performance agreement bond, or other assurance equal to the value of the cost of the improvements, plus administrative costs and inflation amounts not to exceed the amount of twenty (20) percent of the value of the cost of the improvements, executed by the subdivider/partitioner and any surety company, conditioned upon faithful performance and completion of all such improvements within a period of time stated in such performance agreement, pursuant to Section 16.100.010 of this chapter.

3. Relation to adjoining street system. A subdivision or partition shall provide for the continuation of existing and projected streets. If physical conditions make such continuation impractical, exceptions may be made. All new subdivisions will be required to construct public streets to City standards.

4. Access.

    a. A subdivision or partition shall provide each lot or parcel, by means of a public street or private road, satisfactory vehicular access to an existing street.

    b. A subdivision or partition shall consider vehicular access to the parcel off existing or proposed streets that addresses traffic congestion, speed, stop signs and turn lanes for the orderly development of traffic accessing the area.

    c. The subdivider/partitioner shall be solely responsible for constructing all necessary or required street(s) or road(s), whether public or private, to City requirements as stated herein to serve each and every lot or parcel created by the subdivision or partition.

    d. All public or private streets or roads established for the purpose of subdividing, partitioning or replatting land shall be surveyed and monumented.

    e. All plans and specifications for street and road improvements, whether public or private, shall be prepared by a civil engineer licensed in the State of Oregon. Street improvements, including grades, paving, drainage and centerline radii on curves, shall at a minimum meet the applicable requirements of this title and standards set forth in the American Association of State Highway and Transportation Officials (AASHTO) manual or other design principles and construction specifications consistent with generally accepted engineering practices which are acceptable to the Planning Commission.

5. Private Roads.

    a. Private roads shall provide access only to abutting lots. No road providing access to other roads or to areas not abutting such streets shall be approved as a private road.

    b. The establishment of a private road shall not be allowed if it will deny the public access to public areas such as beaches or parks.

    c. No private road shall be approved unless the Planning Commission is satisfied that such road is not presently needed as a public street nor will it ever be extended through to adjacent property or is necessary for public street purposes in the normal growth of the area.

    d. Yard setbacks shall be determined from the road right-of-way or access easement line in instances where private roads are considered.

    e. Private road rights-of-way may be approved of less than fifty (50) feet in width but in no instance shall the road right-of-way be less than thirty (30) feet except that a private road to two lots may be twenty (20) feet in width. In instances where the road access to more than three lots is less than fifty (50) feet in width utility/slope easements may be required.

    f. Private road improvement standards shall be the same as those for public streets. In residential zones, roads providing access to no more than three lots shall be exempt from standards for improvements and shall be regarded as private driveways.

    g. An approved turn-a-round shall be provided on all dead-end streets as required by the fire department.

6. Public Street Standards.

    a. Street Widths: The right-of-way and surface widths shall conform to the widths as specified in Section 16.100.100 of this chapter unless a modification is granted pursuant to Section 16.100.090 of this chapter.

    b. Street Design and Improvements.

        (1) The layout of streets shall give suitable recognition to surrounding topographical conditions in accordance with the purpose of this code.

        (2) Street improvements, street grades, paving, drainage and centerline radii on curves shall meet the minimum requirements as specified in Section 16.100.100 of this chapter.

    c. Street Intersections.

        (1) Streets shall intersect one another at an angle as near to a right angle as is practical considering the topography of the area and previous adjacent layout.

        (2) Intersections shall be designed so that no danger to the traveling public is created as a result of staggered intersections and in no case shall intersections be offset less than one hundred (100) feet.

        (3) Any intersection that accesses an arterial street shall provide an additional turn lane access.

    d. Cul-de-Sacs and Turn-a-Rounds.

        (1) In general, dead end (cul-de-sac) streets in partitions or subdivisions should not exceed four hundred (400) feet in length and must terminate in a turn-a-round with a minimum property line radius of forty-

five (45) feet or other type of turn-a-round approved by the Planning Commission.

(2) Approved turn-a-rounds shall be provided on all dead end streets.

7. Public Access Ways: When necessary for public convenience and safety, the City may require a subdivider to dedicate to the public access ways ten (10) to twenty (20) feet in width to connect cul-de-sacs, to pass through oddly shaped or unusually long blocks, to provide for networks of public paths according to adopted plans or to provide access to schools, parks, beaches or other public areas, and be of such design and location as reasonably required to facilitate public use.
8. Traffic Impact Analysis. See Section 16.72.140.
9. Lots and Parcels.
    a. Every lot/parcel shall abut a public street or private road. A flag lot with the staff that does not comply with the required minimum lot widths for the zone it is located in is permitted but shall not be less than twenty-five (25) feet minimum frontage.
    b. Each side line shall be as close to perpendicular to the adjacent street/road or radial to a curved street/road as possible.
    c. Lots/parcels with double frontage shall not be permitted unless, in the opinion of the City, it is unavoidable.
    d. The staff portion of a flag lot shall not be used in computing lot size for zoning and building purposes.
10. Utility Easements: Where alleys are not provided, easements of not less than ten (10) feet in width may be required on side or rear lines if determined to be necessary for utility lines, wires, conduits, storm and sanitary sewers, gas and water.

    Easements of the same or greater widths may be required along boundary lines or across lots where necessary for the extension of utility lines, waterways, and walkways, and to provide necessary drainage ways or channels.
11. Water Service: All lots/parcels shall be served by water service provided by the City or others unless the City has received and accepted:
    a. Certification that water service has been provided to the boundary line of each lot/parcel, and utility location maps are furnished to the City; or
    b. Certification by the owner or superintendent of a State certified public or privately owned domestic water supply system that water service has been installed to the boundary line of each lot/parcel; or
    c. A performance agreement, bond, contract or other assurance that water service will be provided to the boundary line of each lot/parcel.
12. Sewer: No plat of a subdivision or parcel in a partition shall be approved unless the City has received and accepted:
    a. Certification that City sewer service has been provided to the boundary line of each lot/parcel and utility location maps are furnished to the City; or
    b. Certification by the County sanitarian for septic approval of each lot/parcel; or
    c. A performance agreement, bond, or contract or other assurance that sewer service will be provided to the boundary line of each lot/parcel.

    When septic approval has been obtained, the property owner will be required to waive objection to the formation of an LID for the purpose of providing sewer to the property. In the event that sewer becomes available to the lot/parcel, replacement of a septic system will not be allowed. Parcels with adequate septic systems will not be required to hook up to sewer until such time as replacement of the septic system is necessary.
13. Drainage: No plat of a subdivision or parcel in a partition shall be approved unless the City has received and accepted:
    a. Width, depth and direction of flow of all drainage channels on the property;
    b. Names, depth and direction of flow of all drainage and approximate grade of all streets within and abutting the subdivision;
    c. Location, size and type of conduit used in drainage channels and driveway accesses;
    d. Inspection and approval of dry-wells installed on the property by the Public Works Director.
    e. Inspection and approval of drainage disposal by the Public Works Director.

B. The following shall apply to subdivisions only:

1. Parks and Open Space. In subdivisions or planned developments the City shall require the subdivider to pay a park assessment fee based on the size of the subdivision. The City Council shall determine by resolution, from time to time, the amount of the park assessment fee to be charged to the subdivider under this section.

2. Block Length. Blocks shall be no longer than one thousand two hundred (1,200) feet in length between street lines.

3. Partial Development. If a proposed subdivision area includes only part of the tract owned by the subdivider, the City may require a sketch of the tentative layout of streets in the remainder of that tract.

4. Phase Development. A developer of a subdivision may file a plat on a portion or phase of the approved tentative plan. If the subdivision is submitted for plat approval in phases, each phase must be able to qualify in all respects to the applicable requirements of approval of the tentative plan as well as any changes or additions to the code which may have occurred subsequent to the approval of the tentative plan. If the subdivision is a planned unit subdivision, each phase must be able to qualify for approval independently from the balance of the approved tentative plan.

5. Duplication of names: The name of a tentative plan of a proposed subdivision must not duplicate the name used in any other legally recorded subdivision in Lincoln County, except for the words "town", "city", "place", "court", "addition", or similar words, unless the land platted is contiguous to and platted by the same party that platted the subdivision bearing that name or unless the party files and records the consent of the party that platted the subdivision bearing that name. All plats must continue the block numbers of the plat of the same name last filed.

6. Planned unit subdivisions. The tentative plan and plat application procedures for planned unit subdivisions are the same as for other subdivisions. A planned unit subdivision is subject to all applicable provisions contained in the Planned Development (P-D) overlay zone section of this title (Chapter 16.60).

7. Underground utilities. In any subdivision which includes the construction of new public or private streets, underground utilities shall be provided to City standards. Where a subdivision is proposed to front on existing streets which contain existing utility construction, underground utilities shall not be required unless the affected utility companies have adopted a schedule for the construction of underground utilities for the area.

8. Other street improvements.

    a. In any subdivision which includes the construction of new private or public streets, concrete curbs, gutters, and sidewalks shall be provided. These improvements shall be of a design and location acceptable to the City for the purpose of pedestrian use and drainage control.

    b. Residential and service driveways shall conform to standards established under City code or any amendments or other standards as established by the City Council.

9. Time Extensions. If all phases are not completed within the required two year time period for tentative approval, a time extension must be applied for subject to provisions contained in Section 16.100.050(F) of this chapter.

10. Fire Protection. All proposals for a partition or subdivision shall be sent to the Central Oregon Coast Fire and Rescue District ("COCFRD" or "fire district") for review and comment. If, in the opinion of the fire district, a fire hydrant(s) is necessary for the protection of life and property on the new parcel(s) or lot(s) created by a subdivision or partition, the subdivider/partitioner shall provide the same together with the required water line at its sole expense to the location requested on the subject property by the fire district.

16.100.050 Procedure For Subdividing, Partitioning Or Replatting Land

A. Pre-Application Conference. Prior to submitting a tentative plan of a subdivision, partition, or replat, the applicant shall confer with the City Planner regarding the requisites of the tentative plan application and the applicable standards and criteria of this chapter.

B. Tentative plan requirements. The submitted tentative plan for a subdivision, partition, or replat shall contain all of the information listed in the applicable City of Waldport application form. If the proposal includes new access from a State highway, the applicant shall submit documentation that the Oregon Department of Transportation is willing to issue the requested road approach permits.

C. Tentative plan application and review for subdivisions and partitions. The procedure for application and review of the tentative plan of a subdivision shall be as set forth in Section 16.108.020(C) of this title. The procedure for application and review of the tentative plan for a partition shall be as set forth in Section 16.108.020(B) of this title.

D. Tentative plan application and review for replats.

1. If the proposed replat involves three (3) lots or less and is for the purpose of lot boundary changes only, procedure for review and approval of the tentative plan shall be as set forth in Section 16.108.020(B) of this title.

2. If the proposed replat involves four (4) lots or more or includes changes to street right-of-ways, utilities, or any other features besides boundary lines, procedure for review and approval of the tentative plan shall be as set forth in Section 16.108.020(C) of this title.

3. For replats of previously recorded partition plats, procedure for review and approval of the tentative plan shall be as set forth in Section 16.108.020(B) of this title.

E. Time Limit on tentative approval. Approval of a tentative plan of a partition, subdivision or replat is valid for a period of three (3) years per phase from the effective date of the approval. Phases are allowed to run consecutively, e.g. Phase 1: Years 1-3, Phase 2: Years 4-6. If no request for final approval or time extension has been received within the approved period, the tentative plan approval shall expire.

F. Time extension on preliminary plan approval. Approval of a preliminary plan may be extended upon written request. Requests for time extensions shall be considered and acted upon in accordance with Section 16.108.020(A) of this title or may be submitted to the planning commission for their decision. In considering a request for time extension, the city planner or the commission may consider to what extent any required improvements have been constructed or completed, whether there have been any changes in circumstances or applicable code or statutory requirements which could have affected the original approval, and whether additional conditions or requirements could be imposed on the preliminary plan approval which would satisfactorily address any deficiencies resulting from changed circumstances or code or statutory requirements. In granting a request for a time extension, the city planner or the planning commission may impose such additional conditions or requirements as are considered appropriate. A time extension shall be for a period of three (3) years. Not more than one (1) time extension of a preliminary plan approval may be granted. (Ord. 768 § 7, 2019)

In considering a request for time extension, the City Planner or Commission may consider the following:

1. To what extent any required improvements have been constructed or completed;
2. Whether there have been any changes in circumstances or in applicable code or statutory requirements which would render the original approval inappropriate or non-conforming;
3. Whether additional conditions or requirements could be imposed on the tentative plan approval which would satisfactorily address any deficiencies resulting from changed circumstances or code or statutory requirements. In granting a request for a time extension, the City Planner or the Commission may impose such additional conditions or requirements as are considered appropriate.

G. Revision of tentative plan. If an approved tentative plan of a partition or administrative replat is to be substantially revised, such revision shall be filed as a new application for tentative plan approval. If an approved tentative plan for a subdivision or replat described in subsection (D)(2) of this section is revised in any way, the Planning Commission shall review the proposed revision to determine if a new application for tentative approval will be required.

H. Certifications required for final approval. Requests for final approval of a subdivision, partition or replat shall be accompanied by the following:

1. A copy of all covenants and restrictions;
2. Copies of legal documents required for dedication of public facilities or for the creation of a homeowner's association;
3. The certification, performance agreement or statement regarding the installation of water and sewerage services;
4. As-built certifications for all required roads and/or utilities unless otherwise guaranteed by a performance agreement;
5. A plat and one exact copy meeting the requirements of Section 16.100.060 of this chapter and ORS 92.050-92.100.
6. When access from a State highway or County road is proposed, a copy of the approach road permit issued by the Oregon Department of Transportation or the Lincoln County Road Department.
7. A preliminary title report, lot book report, subdivision guaranty report or equivalent documentation of the ownership of the subject property, issued not more than thirty (30) days prior to the date the final plat is submitted for final approval. Such a report shall also identify all easements of record.
8. Such other information as is deemed necessary by the City Planner or Commission to verify conformance with the conditions of tentative approval.

I. Procedure for final approval of partitions.

1. The procedure for application and review of a request for final approval of a partition or replat of a partition shall be as set forth in Section 16.108.020(A) of this title. All such applications shall be accompanied by the certifications set forth in subsection G of this section.
2. Upon the granting of final approval, the City Planner shall sign the plat and its exact copy.
3. Upon signing, the City Planner shall deliver the plat and its exact copy to Lincoln County. The County Surveyor shall review the plat for conformance with the requirements of Section 16.100.060 of this chapter and the provisions of ORS 92.050-92.100.
4. Upon approval of the County Surveyor, partition plats shall be delivered to the County Clerk for recording.

5. The signature of the City Planner on a final partition plat shall be valid for a period of one (1) year. If a plat has not been recorded within one (1) year of the date of the City Planner's signature, the final approval of the plat by the City Planner, in accordance with subsection H of this section shall expire, and a new request for final approval shall be required.

J. Procedure for final approval of replats.

1. If the proposed replat involves three (3) lots or less and is for the purpose of lot boundary changes only, the procedure for review of final approval shall be as set forth in Section 16.108.020(A) of this title.
2. If the proposed replat involves four (4) lots or more or includes changes to street right-of-ways, utilities, or any other features besides boundary lines, procedures for review of the final approval shall be as set forth in subsection K of this section.
3. Following the signature of the City Planner or Planning Commission chairperson, the City shall deliver the replat and its exact copy to the Lincoln County Surveyor. The County Surveyor shall review the plat for conformance with the requirements of subsection H of this section and the provisions of ORS 92.050-92.080.
4. Upon approval of the County Surveyor, subdivision replats shall be circulated for signing to the required officials and delivered for recording as required in subsections (K)(4) through (6) of this section.

K. Procedure for final approval of subdivisions.

1. When the City Planner determines that all of the certifications set forth in subsection H of this section have been met and that the plat conforms in all respects to the tentative plan as approved, consideration of the plat will be placed on the next scheduled meeting of the Planning Commission for determination that all requirements have been met. The Commission shall then approve, disapprove for cause, or, when further information is required, postpone a decision on the plat.
2. Unless appealed in accordance with Section 16.108.020(H) of this title, the decision of the Planning Commission shall become effective fifteen (15) days after the decision is rendered, in accordance with Section 16.108.020(F) of this title. When the approval becomes effective, the Planning Commission chairperson shall sign the plat and its exact copy.
3. Following the Planning Commission chairperson's signature, the City shall deliver the plat and its exact copy to the Lincoln County Surveyor. The County Surveyor shall review the plat for conformance with the requirements of subsection H of this section and the provisions of ORS 92.050-92.080.
4. Upon approval of the County Surveyor, subdivision plats shall be circulated for signing to the following officials:
    a. The County Treasurer, whose signature shall certify that all taxes on the property have been paid;
    b. The County Assessor, whose signature shall certify that the plat is signed by the owner or owners of record.
5. Upon signing by the County Treasurer and County Assessor, subdivision plats shall be delivered to the County Clerk for recording.
6. The signature of the chairperson on a final subdivision plat shall be valid for a period of one (1) year. If a plat has not been recorded within one (1) year of the date of the signature, the final approval of the plat by the director, in accordance with subsection J of this section shall expire, and a new request for final approval shall be required.

16.100.060 Plat Requirements

A. Requirements of survey plat. The surveys and plats of all subdivisions, partitions, and replats shall be made by a registered professional land surveyor and shall conform to the requirements of ORS 92.050-92.100 and ORS 209.250.

B. Exceptions.

1. Parcels created in excess of eighty (80) acres need not be shown on a partition plat; and
2. Parcels in excess of ten (10) acres created by partition plat need not be surveyed or monumented.

16.100.070 Standards And Procedures For Property Line Adjustments

A. Tentative approval.

1. The procedure for application, review and tentative approval of property line adjustments shall be as set forth in Section 16.108.020(A) of this title.
2. A property line adjustment shall be tentatively approved by the City Planner, if:
    a. No additional lots or parcels will be created;

b. The subject lots, parcels, or tracts of land will not be reduced in size to below the minimum area required by the applicable use zone;

c. The proposed lots, parcels or other tracts of land as adjusted will comply with any required minimum width requirement as set forth in the applicable use zone;

d. The proposed property line adjustment will not reduce any yard or other setback below that required under applicable zoning;

e. The proposed property line adjustment will not reduce the street or road frontage of the subject lots or parcels to below that required by this title;

f. The proposed property line adjustment will not reduce any setback for an existing on-site sewage disposal system or approved replacement area below the required minimum; and

g. The proposed property line adjustment shall not increase the degree of non-conformity on vacant lots, parcels, or tracts that do not conform to lot size, width, or depth requirements, or on developed lots if the increase in non-conformity results in adjacent property becoming further dividable. A proposed property line adjustment shall not increase the degree of non-conformity for required yards.

3. Notwithstanding the above, an existing lot or parcel may be reduced in area or building setbacks through a property line adjustment provided that:

a. The lot or parcel to be reduced in area is developed with residential, commercial or industrial structural improvements; or

b. The reduction in area is necessary to resolve a boundary discrepancy, hiatus or encroachment; or,

c. The reduction in area is necessary to comply with an applicable setback or other dimensional standard established by this chapter or other applicable law; or,

d. The reduction in area results from acquisition or condemnation for right-of-way or other public purpose.

4. Tentative approval of a property line adjustment is valid for a period of one (1) year. If no request for a time extension is received by the City within one year of the date of tentative approval, the tentative approval shall expire. A tentative approval may be extended by the City Planner for a period of one (1) year upon request of the applicant.

B. Final Approval.

1. The procedure for application, review and final approval of property line adjustments shall be as set forth in Section 16.108.020(A) of this title.

2. Final approval of a property line adjustment shall be granted upon submittal of the following:

a. A copy of a filed survey of the property line adjustment in accordance with ORS 92.060(7) which is in substantial conformance with the tentative approval, except that property line adjustments where all lots, tracts or parcels affected are greater than ten (10) acres need not be surveyed or monumented;

b. Copies of recorded conveyances conforming to the tentatively approved property line adjustment and containing the names of the parties together with proper acknowledgment.

c. Such other documentation as may be required by the City Planner to verify conformance with any requirements or conditions of the tentative approval.

16.100.080 Property Line Adjustments In Subdivisions And Partitions

A. Except as provided for herein, all property line adjustments within recorded plats shall be accomplished by replatting in accordance with Section 16.100.050 of this chapter.

B. Property lines within a recorded plat may be adjusted in accordance with the procedure for property line adjustments set forth in Section 16.100.070 of this chapter rather than by replatting, when the City Planner determines that:

1. The property line or lines to be adjusted will not result in a substantial reconfiguration of the affected lots or parcels; and

2. The property line or lines to be adjusted will not result in an increase in lots.

3. All of the other requirements for property line adjustments set forth in Section 16.100.070(B) of this chapter will be met.

16.100.090 Modifications

A. If the Council finds that a hardship to the developer will result from strict compliance with these regulations, it may modify them provided that the following exists:

1. The City's purposes of this code and comprehensive plan will be fulfilled without a strict application of these regulations; and
2. The modification will not be detrimental to property in the surrounding area.

B. No modifications may be granted to the procedural requirements of this article.

C. In granting modifications, the Planning Commission may recommend such conditions as will, in its judgement, secure substantially the objectives of the standards or requirements so modified.

D. Requests for modifications shall be made in writing at the time of application for tentative approval.

16.100.100 Street Width And Improvement Standards

A. Street Widths.

Type of Street	Min. Right-of-Way Width	Min. Surface Width
1. Collector streets and all business streets other than arterials:	60' - 80' +	36' – 48' +
2. Local streets in residential areas:	56' ++	28' ++
3. Circular ends of cul-de-sacs:	90' +++	70' +++
4. Hammerheads:	++++	++++

Notes:
+ The City may require a width within the limits shown based upon adjacent physical conditions, safety of the public and the traffic needs of the community. The standard street section for collector and business streets is two 16-22' travel lanes, 2' curb and gutter, 5' sidewalk and 7' utility strip. This may be altered upon approval by the Waldport Public Works Department, utility companies, and the Planning Commission.
++ The standard street section for local streets is two 14' travel lanes, 2' curb and gutter, 5' sidewalk and 7' utility strip. This may be altered upon approval by the Waldport Public Works Department, utility companies, and the Planning Commission.
+++ Measured by diameter of circle constituting circular end.
++++ Hammerheads will be of such width and length as to allow for adequate turn-a-round of all emergency vehicles as determined by the Public Works Director and the Central Oregon Coast Fire and Rescue District.

B. Improvements. Improvements shall have the following minimum standards unless increased at the request of the City Engineer:

1. Street lighting. Adequate street lighting shall be provided and arranged in cooperation with the Central Lincoln P.U.D.; and
2. Streets, sidewalks and service driveways shall conform to standards established under City code or resolution adopted by the City Council.

16.100.110 Dedication Of Public Streets

A. Any person wishing to create a public street shall make written application to the City Council. The application shall consist of a letter addressed to the Council requesting acceptance of the dedication, a deed with exact description of the proposed dedication signed by all owners of the property being dedicated, and a map showing the proposed street and property intended to be served by the street. The City Council may refer the application to the following:

1. The City Engineer and Public Works Director, who shall check the proposal for grade and conformance to acceptable street standards;
2. The County or other surveyor, who shall check the description for accuracy;
3. The County assessor's office, which shall determine that the taxes are paid on the property being dedicated; and
4. The City Planning Commission which shall determine that the street is not in conflict with the City comprehensive plan nor any adjacent approved tentative plans, plats or maps.

B. These reports shall be forwarded to the Waldport City Council. If the Council approves the dedication, the executed dedication document shall then be recorded. A public street will not be maintained by the City unless that street is accepted by the City for maintenance.

16.100.120 Procedure For Insuring Completion Of Streets And Utilities

A. The developer's engineer shall prepare cost estimates on completion of streets and/or utilities. Street cost estimates shall be based on street standards as designated in Section 16.100.100 of this chapter. Sewer and water estimates shall be based upon designs approved by the State Board of Health or other authorized State agency. All cost estimates shall be stamped or sealed by the engineer who prepared them.

B. All estimates shall be submitted to the Waldport CAO. Copies of street and sewer and/or water service estimates shall be reviewed by the City Engineer and approved or modified.

C. Following City Engineer review, the CAO shall notify the developer as to the amount of the bond or other performance agreement required and as to any changes necessary for bond acceptance.

D. The developer shall submit the bond or performance agreement to the City Council for approval.

E. Upon completion of construction of streets and utilities, the applicant's engineer shall certify that such improvements are built to the standards approved. This certification of completion shall be submitted prior to the release of any bond performance agreement.