TILLAMOOK COUNTY PLANNING COMMISSION

LOCATION Port of Tillamook Bay Conference Center 4000 Blimp Boulevard, Tillamook, OR 97141

HEARING DATE May 25, 2023- Beginning at 7:00p.m.

VIRTUAL & TELECONFERENCE MEETING INFORMATION

For teleconference access the evening of the hearing, please call 971-254-3149. Conference ID: 887 242 77#. Virtual Meeting Access: <u>https://www.co.tillamook.or.us/commdev</u>. Click on Virtual Teams Link. *Microsoft Teams Meeting Format.

- I. CALL TO ORDER
- II. ROLL CALL

III. OLD BUSINESS:

#851-23-000009-PLNG: Request for tentative subdivision plat approval of "Riverview Meadows Phase 3", a 36-lot subdivision proposed on a property located within the City of Nehalem Urban Growth Boundary. The subject property is zoned Nehalem Medium-Density Residential (NH_R1) and Nehalem Residential Trailer (NH_Rt). The subject property is accessed via Riverview Meadows Lane, a private road, and designated as Tax Lot 3600 of Section 23B, Township 3 North, Range 10 West of the Willamette Meridian, Tillamook County, Oregon.

- **IV.** NEW BUSINESS:
- V. PLANNING COMMISSION ELECTIONS

VI. AUTHORIZATION FOR CHAIR TO SIGN APPROPRIATE ORDERS, IF NECESSARY

VII. ADMINISTRATIVE DECISIONS: Administrative Decisions are available for public review on the Tillamook County Department of Community Development website: <u>https://www.co.tillamook.or.us/commdev/landuseapps</u>

VIII. HOUSING COMMISSION UPDATE

IX. DEPARTMENT OF COMMUNITY DEVELOPMENT REPORT

X. ADJOURNMENT

The Port of Tillamook Bay Conference Center is accessible to citizens with disabilities. If special accommodations are needed for persons with hearing, visual, or manual impairments that wish to participate in the meeting, please contact 1-800-488-8280x3423 at least 24 hours prior to the meeting in order that appropriate communications assistance can be arranged.

Tillamook County

DEPARTMENT OF COMMUNITY DEVELOPMENT BUILDING, PLANNING & ON-SITE SANITATION SECTIONS



1510 – B Third Street Tillamook, Oregon 97141 www.tillamook.or.us

Land of Cheese, Trees and Ocean Breeze



Date:	May 18, 2023
To:	Tillamook County Planning Commission
From:	Sarah Absher, CFM, Director Saw
Subject:	Riverview Meadows Phase 3 Subdivision Request #851-23-000009-PLNG

Riverview Meadows Phase 3 supplemental and updated materials are attached. Comments from Tillamook County Public Works are also included.

If you have any questions about the information received, please do not hesitate to contact me or Lynn Tone, Office Specialist 2.

Thank You, anahi

Sarah Absher

From: Sent: To: Cc: Subject: Chris Laity Thursday, May 18, 2023 3:00 PM Sarah Absher Ron Newton Riverview Meadows Phase III Review

I recommend that the following specific items be added to conditions of approval for preliminary plat.

1. The easements list Vern Scovell as the Grantor, and Riverview Meadows Development, LLC as the grantee.

Carey Sheldon signs on behalf of Riverview Meadows.

ASSIGNEE: Riverview Meadows Development LLC

Carey Sheldon, President of

Sheldon Development Inc., Member

Please have Riverview Meadows Development LLC provide proof that Sheldon Development Inc has permission to sign on their behalf or that Carey Sheldon as a member of Riverview Meadows Development LLC has permission to sign on behalf of the LLC.

- 2. County Counsel needs to review CC&R's before final platting.
- 3. Linework on Sheet #2, does not reflect the easement recorded at 2023-001909. Modify the design to lie within the easement.

Tillamook County Public Works will provide additional comments to be addressed during construction plan review.



Chris Laity, P.E. | Director TILLAMOOK COUNTY | Public Works 503 Marolf Loop Road Tillamook, OR 97141 Phone (503) 842-3419 claity@co.tillamook.or.us Date: May 8, 2023

a.

Sarah Absher Tillamook County Planning 1510-B Third Street Tillamook, OR. 97141

Re: Riverview Meadows Phase III - Additional Materials

Dear Sarah:

Please find supplemental materials addressing concerns expressed by the Public Works Director, Chris Laity at the April 13, 2023 Planning Commission hearing. These items are provided according to the schedule established by the Commission to allow Mr. Laity time to complete his review prior to the May 22, 2023 continued public hearing.

- 1. **Revised Plan Sheets 1 13 -** Sheets 2, 5, and 7 13 of the plan set have been revised to redesign Riverview Drive (new access road) from North Fork Road. With these changes, no part of this road is now located on tax lot 700 but has been shifted onto a portion of tax lots 502 and 503 currently owner by Vern Scovell. As noted below, new non-exclusive access and utility easements has also been recorded on tax lots 502 and 503 as well as a 20-foot construction easement to accommodate the construction this road. All sheets related to the location, grading and utilities associated with this road have been revised.
- 2. New Easements several new easements have been executed to accommodate the location of the new access road and the drainage needs of the development as detailed below.
 - A new access easement on tax lots 502 and 503 for Riverview Drive.
 - A new construction easement on tax lots 502 and 503 to facilitate the construction of Riverview Drive.
 - The assignment of the existing drainage easement granted with Phase I located on Tract A from Vern Scovell to the new Riverview Meadows, LLC.
 - Transfer of existing drainage easements from Vern Scovell to Riverview Meadows, LLC and granting of a non-exclusive drainage easement across Riverview Drive from tax lot 800 to tax lot 503.
 - The granting of a non-exclusive access easement across Tracts B and C of Riverview Meadows.
- 3. **Modified Preliminary CC&R** the preliminary CC&R have been modified slightly to reflect current ownership entity details. This document is still its preliminary form and may see additional revisions prior to final plat review.

We look forward to reviewing these materials with the Planning Commission at the May 22 hearing. Please do not hesitate contacting me with any questions.

Sincerely,

4

Tracy A. Brown Tracy Brown

Tracy Brown Tracy Brown Planning Consultants, LLC

Attachments:

- Revised Preliminary Plat Sheets 1 13
- Various Easements
- Revised Preliminary Riverview Meadows CC&R

Tillamook County, Oregon 2023-001905 05/08/2023 03:16:13 PM DEED-ASAGR \$10.00 \$11.00 \$61.00 \$10.00 - Total =\$92.00



I hereby certify that the within instrument was received for record and recorded in the County of Tillamook, State of Oregon.

Tassi O'Neil, Tillamook County Clerk

Send Tax Statement to:

AFTER RECORDING RETURN TO:

23765 SE Highway 212

Damascus, OR 97089

Riverview Meadows Development LLC 23765 SE Highway 212

Riverview Meadows Development LLC

Damascus, OR 97089

SPACE ABOVE RESERVED FOR RECORDING LABEL

ASSIGNMENT OF DRAINAGE EASEMENT AGREEMENT

Know by all persons present, that Vern Scovell and Riverview Meadows, LLC, an Oregon Limited Liability Company ("Assignors"), for consideration of the mutual promises exchanged herein and other good and valuable consideration exchanged with Riverview Meadows Development LLC, ("Assignee"), does hereby assign, transfer, and convey all of Assignors' title, right, obligations, and interest in that certain Drainage Easement Agreement, in the County of Tillamook and recorded May 21st, 2009, as Instrument No. 2009-003658 in the Official Records of Tillamook County, Oregon.

[SIGNATURE PAGE FOLLOWS]

The parties above named have hereunto set their hands this $\underline{\mathscr{O}}$ day of May. 2023.

ASSIGNORS:

Scovell. Individually

Vern Scovell, Member **Riverview Meadows, LLC**

ASSIGNEE: **Riverview Meadows Development LLC**

Carey Sheldon, President of Sheldon Development Inc., Member

STATE OF OREGON County of Till Ameo



This instrument was acknowledged before me on ໄຜບ 2023. by Vern Scovell, the above-named Assignee, and Member of Assignee.

Notary Public for Oregon My Commission expires:

STATE OF OREGON County of Clackanas

This instrument was acknowledged before me on 2023. by Carey Sheldon, President of Sheldon Development Inc., Member of the above-named Assignor.

OFFICIAL STAMP MORGAN MCKENZIE HORDICHOK NOTARY PUBLIC - OREGON COMMISSION NO. 1000979 MY COMMISSION EXPIRES JUNE 17, 2024

Notary Public for/Oregon My Commission expires: () 0

2 of 2 – Assignment of Drainage Easement Agreement

Tillamook County, Oregon 05/08/2023 03:17:13 PM DEED-ESMAT



2023-001906

I hereby certify that the within instrument was received for record and recorded in the County of Tillamook, State of Oregon.

Tassi O'Neil, Tillamook County Clerk

AFTER RECORDING RETURN TO:

Riverview Meadows Development LLC 23765 SE Highway 212 Damascus, OR 97089

SEND TAX STATEMENT TO:

NO CHANGE

SPACE ABOVE RESERVED FOR RECORDING LABEL

EASEMENT

Know by all persons present, that Vern Scovell ("Grantor"), for consideration of the mutual promises exchanged herein and other good and valuable consideration exchanged with Riverview Meadows Development LLC, ("Grantee"), does hereby grant a non-exclusive easement for public access over, under and across the real property described herein, for the benefit of the real property as described herein, all being more particularly described herein.

EASEMENT RECITALS

A. Grantor is the owner of the real property ("Parcel 1") being legally described as Tract C, Riverview Meadows Phase 1, in document number 2010-004288.

B. Grantee is the owner of the real property ("Parcel 2") being legally described as follows:

Tract B, RIVERVIEW MEADOWS PHASE I, situated in the Northwest quarter of Section 23, Township 3 North, Range 10 West, Willamette Meridian, County of Tillamook, State of Oregon, recorded July 26, 2010 as Instrument No. 2010-004288, Tillamook County Records.

C. Parcel 1 and Parcel 2 are in close proximity to each other and are, or will be, connected by way of an additional public easement.

D. It is the intent of the parties herein named to create a non-exclusive, public access, and permanent right to enter, re-enter, and use Parcel 1, subject to conditions as set forth herein, for the benefit of Grantee's Parcel 2, and the general public.

E. The non-exclusive easement will be used for public and private ingress and egress purposes, and for public and/or private utilities, by the general public, by Grantee, and by Grantee's successors in ownership of Grantee's Parcel 2.

1 of 4 - Easement

No Consideration

F. Additionally, the non-exclusive easement for public access and public and/or private utilities, shall also include the right to lay, construct, and maintain streets, water mains, sewer mains, storm drainage lines, and all related appurtenances, to be constructed and located on, across, under or over Parcel 1.

G. The parties agree that any unknown defect in the above Easement Area due to inaccuracy will not hinder the intent of the parties.

IT IS FURTHER UNDERSTOOD and AGREED:

- 1. The foregoing Easement Recitals paragraphs are contractual and not merely recitals, and are incorporated by this reference.
- 2. The rights and obligations of all the easements herein shall run with and be appurtenant to those parcels of land as described, and shall not be personal to any person, except that the obligation to pay for the costs and expenses (for costs and expenses incurred while a person was an owner) shall be personal to the owners of the described parcels, as well as run with the described parcels.
- 3. Grantee, and the general public shall have a non-exclusive, public access, and permanent right to enter, re-enter, and use Parcel 1, subject to conditions as set forth herein, for the benefit of Grantee's Parcel 2. The easement shall include the right of the Grantor or Grantee to reasonably improve the surface of the easement area herein described; costs of any improvements to the easement area shall be borne by Grantee, their successors and assigns. Any improvement to the easement area shall be in compliance with all applicable local, state, and federal law.
- 4. Grantee shall have a non-exclusive easement for public access and public and/or private utilities, to include the right to lay, construct, and maintain streets, water mains, sewer mains, storm drainage lines, and all related appurtenances, to be constructed and located on, across, under or over Parcel 1.
- 5. Grantor agrees that the consideration recited herein is just compensation for the property rights herein granted.
- 6. Grantor represents and warrants that Grantor has the authority to grant the easement and that the easement area is free from all liens and encumbrances that would materially affect the easement grant, and that they will defend this easement grant against all lawful claims and demands of all persons whomsoever with respect to any liens or encumbrances that would materially affect the easement grant.

[SIGNATURE PAGE FOLLOWS]

The parties above named have hereunto set their hands this $\underline{0}$ day of May, 2023.

GRANTOR:

GRANTEE: Riverview Meadows Development LLC

Carey Shekdon, President of

Sheldon Development Inc., Member

STATE OF OREGON County of <u>ILLAMOOK</u>

This instrument was acknowledged before me on <u>May 8</u>, 2023, by Vern Scovell, the above-named Grantor, and Member of Grantee.



1	-		
Notary Public for Oregon My Commission expires:	March	7,2025	

STATE OF OREGON County of <u>Clackernos</u>

This instrument was acknowledged before me on _______, 2023, by Carey Sheldon, President of Sheldon Development Inc., Member of the above-named Grantee.

Notal Public for Oregon My Commission expires: () (17. 202

OFFICIAL STAMP MORGAN MCKENZIE HORDICHOK NOTARY PUBLIC - OREGON COMMISSION NO. 1000979 MY COMMISSION EXPIRES JUNE 17, 2024

Tillamook County, Oregon 05/08/2023 03:18:13 PM DEED-ESMAT



I hereby certify that the within instrument was received for record and recorded in the County of Tillamook, State of Oregon.

Tassi O'Neil, Tillamook County Clerk

AFTER RECORDING RETURN TO:

Riverview Meadows Development LLC 23765 SE Highway 212 Damascus, OR 97089

SEND TAX STATEMENT TO:

Riverview Meadows Development LLC 23765 SE Highway 212 Damascus, OR 97089

SPACE ABOVE RESERVED FOR RECORDING LABEL

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DRAINAGE EASEMENT

Know by all persons present, that Vern Scovell, and Vern Ray Scovell, Trustee, his successor in trust, of The Vern Scovell Trust dated November 9, 2021 ("Grantor"), for consideration of the mutual promises exchanged herein and other good and valuable consideration exchanged with Riverview Meadows Development LLC, ("Grantee"), does hereby grant a non-exclusive easement for the runoff of storm drainage over, under and across the real property described herein, for the benefit of the real property as described herein, all being more particularly described herein.

EASEMENT RECITALS

A. Grantor has legal interest in, and may be the owner of, some of the real property ("Parcel 1") being legally described in the attached **Exhibit A**, which shall encompass the property described in the recitals herein.

B. Grantee is the owner of the real property ("Parcel 2") being legally described as follows:

Tract B, RIVERVIEW MEADOWS PHASE I, situated in the Northwest quarter of Section 23, Township 3 North, Range 10 West, Willamette Meridian, County of Tillamook, State of Oregon, recorded July 26, 2010 as Instrument No. 2010-004288, Tillamook County Records.

C. Parcel 1 and Parcel 2 are in close proximity to each other.

D. It is the intent of the parties herein named to create a non-exclusive, permanent right to enter, re-enter, and use Parcel 1, subject to conditions as set forth herein, for the benefit of Grantee's Parcel 2.

E. The non-exclusive easement, under, over and through the Easement Area, will be used for the purpose of providing the runoff of storm drainage, and, if necessary, the maintenance of any appurtenant drainage facilities and all other accommodations, to allow the runoff of such storm drainage. Grantee shall also have the specific rights of

1 of 3 - Drainage Easement

Consideration

ingress and egress, consistent with the easement provided herein to provide for, and facilitate, the runoff of storm drainage.

F. The parties agree that any unknown defect in the above Easement Area due to inaccuracy will not hinder the intent of the parties.

IT IS FURTHER UNDERSTOOD and AGREED:

- 1. The foregoing Easement Recitals paragraphs are contractual and not merely recitals, and are incorporated by this reference.
- 2. The rights and obligations of all the easements herein shall run with and be appurtenant to those parcels of land as described, and shall not be personal to any person, except that the obligation to pay for the costs and expenses (for costs and expenses incurred while a person was an owner) shall be personal to the owners of the described parcels, as well as run with the described parcels.
- 3. Grantee shall have a non-exclusive, and permanent right to enter, re-enter, and use a portion of Parcel 1 being legally described, and pictorially described, in the attached **Exhibit B**, subject to conditions as set forth herein, for the benefit of Grantee's Parcel 2. The easement shall include the right of the Grantor or Grantee to provide for the runoff of storm drainage, and, if necessary, to construct and maintain any appurtenant drainage facilities, and all other accommodations, to allow the runoff of storm drainage. Grantee shall also have the specific rights of ingress and egress, consistent with the easement provided herein. The costs of any improvements to the easement area shall be borne by Grantee, their successors and assigns. Any improvement to the easement area shall be in compliance with all applicable local, state, and federal law.
- 4. Grantor agrees that the consideration recited herein is just compensation for the property rights herein granted.
- 5. Grantor represents and warrants that Grantor has the authority to grant the easement and that the Easement Area is free from all liens and encumbrances that would materially affect the easement grant, and that they will defend this easement grant against all lawful claims and demands of all persons whomsoever with respect to any liens or encumbrances that would materially affect the easement grant.

[SIGNATURE PAGE FOLLOWS]

The parties above named have hereunto set their hands this $\underline{\mathcal{O}}_{\underline{}}$ day of May, 2023.

GRANTOR:

GRANTEE: Riverview Meadows Development LLC

Carey Sheldon, President of

Sheldon Development Inc., Member

Vern Ray

STATE OF OREGON County of _____ 1111

OFFICIAL SEAL KERI RUANE SCOTT NOTARY PUBLIC - OREGON COMMISSION NO. 1009445 MY COMMISSION EXPIRES MARCH 7, 2025

This instrument was acknowledged before me on <u>Voy</u> <u>5</u>^m, 2023, by Vern Scovell, the above-named Grantor, and Vern Ray Scovell, Trustee, his successor in trust, of The Vern Scovell Trust dated November 9, 2021 Grantor.

Notary Public for Oregon and My Commission expires:

STATE OF OREGON County of ______CCCCCCCCC_____

This instrument was acknowledged before me on ______ 2023, by Carey Sheldon, President of Sheldon Development Inc., Member of the above-named Grantee.

Public for Oregori My Commission expires:

OFFICIAL STAMP MORGAN MCKENZIE HORDICHOK NOTARY PUBLIC - OREGON COMMISSION NO. 1000979 MY COMMISSION EXPIRES JUNE 17, 2024

EXHIBIT A Legal Descriptions

PARCEL NO. 1:

Parcel 2 of PARTITION PLATINO. 1994-058, recorded November 3, 1994 in Plat Cabinet B, Side 420-2, Tillamook County Partition Plat Records, and being situated in Section 23, Township 3 North, Range 10 West of the Willamette Meridian, in Tillamook County, Oregon.

TOGETHER WITH access easement as disclosed by said Partition Plat.

PARCEL NO. 2:

A tract of land in Section 23, Township 3 North, Range 10 West of the Willamette Meridian, in Tillamook County, Oregon, described as follows:

Beginning at a point which is East 418.1 feet and South 247.9 feet from the West quarter corner of Section 23, Township 3 North, Range 10 West of the Willamette Meridian; and running thence North 54*16 West 227.2 feet and North 34° 30' West to the intersection with the South line of the Southwest one-quarter of the Northwest one-quarter of said Section 23; and also running from said point of beginning. South 247.9 feet and East 418.1 feet from the West quarter corner of Section 23; thence South 20° 54' East 95.6 feet; thence South 11*23' East 135 feet; thence South 49° 23' East to the Westerly right of way line of the County road, thence following the Westerly right of way line of the county road, Northerly to the South line of the Southwest one-quarter of the Northwest one-quarter of Section 23; and thence Westerly to connection with the terminue of the first line as described above;

EXCEPTING THEREFROM any portion of the above described tractilying within the county road.

PARCEL NO. 3:

All that portion of the following described tract lying South of the Nehalem Market County Road, described as follows:

Beginning at a point marked by a one-half inch iron pipe, located over the center of a 60 inch concrete culvert, 15 feet Southeasterly of the center of the Nehalem Market County Road, which beginning point is North 136,62 feet and East 1534.08 feet from the quarter corner on the West boundary of Section 23, Township 3 North, Ronge 10 West of the Willamette Meridian, County of Tillamook, State of Oregon, thence South 43° 32' East to the ordinary low water line on the Northerly bank of the Nehalem River, thence Easterly and Northerly upstream along said low water line to a point which is South 69° 47' East from a point marked by a 1 inch iron pipe on the Southerly line of said county road which is North 334.93 feet and East 2135.32 feet from said West quarter corner of Section 23; thence North 69° 47' West to said 1 inch iron pipe on the Southerly line of said county road, which is the South 48° 55' West 106.18 feet to a 1 inch iron pipe located in the North line of said county road, which is the South 69° 47' West 40°, page 98, Tillamook County Deed Records; thence North 22° 43' West (which bearing is equivalent to the bearing North 22° 56' West as used in said Churchley Deed) a distance of 172.2 feet to the most Westerly corner of said Churchley track as used in said Churchley Deed) a distance of 172.2 feet to the most Westerly corner of said Churchley track as used in said Churchley Deed) a distance of 172.2 feet to the most Westerly corner of said Churchley track which corner is marked by the iron bar 1 inch x 2 feet originally placed for this corner; thence North 68° 47' West 260.70 feet; thence South 38° 43' 1/2' West 287.57 feet; thence South 60° 04' East 132.96 feet to a point in the North line of the county road; thence Southwesterly to the point of beginning.

EXCEPTING THEREFROM any portion lying within the county road.

PARCEL 4:

A parcel of property being in the Northwest one-quarter of Section 23, Township 3 North, Range 10 West, of the Willamette Meridian, Tillamook County, Oregon, and being all that portion of Parcel 17 as described in that certain deed recorded September 29, 1994 in Book 384, Page 117, Deed Records of Tillamook County, Oregon, lying Southerly and Westerly of the following described line:

Commencing at a point which is South 1004.76 feet and East 591.12 feet from the Section correspondent to

Sections 14, 15, 22, and 23, Township 3 North, Range 10 West, Willamette Meridian, said point being also the Northeasterly corner of Parcel 1 of Partition Plat No. 1994-058; thence South 88° 34' 38° East 32:48 feet along the extension of the North line of said Parcel 1 to a point that is 30 feet distance as measured perpendicular to the

Easterly line of Parcel 1, said point being the true point of beginning; thence South 21° 08:52" East 104.77 feet parallel to the Easterly line of said Parcel 1; thence South 28° 37' 12" East 239.60 feet parallel to the Easterly line. of said Parcel 1; thence South 36° 59' 08" East 177.93 feet parallel to the Easterly line of said Parcel 1 to a point. that is 50 feet distant as measured perpendicular to the Easterly line of Parcel 1; thence South 16* 47' 00" East 313.22 feet parallel to the Easterly line of said Parcel 1; thence South 15" 49' 38" East 263.05 feet parallel to the Easterly line of Parcel 2 of Partition Plat No. 1994-58; thence North 18° 27' 39" East 39:96 feet to a 3/4" iron pipe shown as point #423 on Partition Plat No. 1994-58; thence North 80° 21' 26" East 238.43 feet along the boundary as shown on said Partition Plat to a 1/2" iron pipe; thence North 76° 17' 51" East 116.76 feet along the boundary as shown on said Partition Plat to a 1/2" iron pipe; thence South 71° 23' 00" East 146,59 feet along the boundary as shown on said Partition Plat to a 1/2" Iron pipe, thence North 74° 20' 30" East 93 19 feet along the boundary as shown on said partition plat to a 1/2" iron pipe; thence North 74* 20' 30" East 16.29 feet along the boundary as shown on said Partition Plat to a 5/8" rebar with plastic cap stamped "HLB INC"; thence South 47° 18' 42" East 44.88 feet along the boundary as shown on said Partition Plat to a 1/2" iron pipe; thence South 47° 16' 42" East 51.52 feet along the boundary as shown on said Partition Plat to a 5/8" rebar with plastic cap stamped "HLB INC"; thence North 82° 53' 14" West 41.89 feet along the boundary as shown on said Partition Plat to a 5/8" rebar with plastic cap stamped "HLB INC"; thence South 07" 06' 46" West 110,49 feet along the boundary as shown on said Partition Plat to a 1/2" iron pipe; thence South 68" 41' 48" East 113.05 feet along the boundary as shown on said Partition Plat to a 5/8" rebar with plastic cap stamped "HLB INC"; thence North 21" 31' 10" East 87.78 feet along the boundary as shown on said Partition Plat to a 5/8" rebar with plastic cap stamped "HLB INC"; thence 25:24 feet along the arc of a curve to the left with a central angle of 12" 02' 58" and long chord which bears South 47" 44' 47" East 25.19 feet along the boundary as shown on said Partition Plat to a 5/8" repar with plastic cap stamped 'HLB INC"; thence South 21* 31' 10" West 152.01 feet along the boundary as shown on said Partition Plat to a 5/8" rebar with plastic cap stamped "HLB INC"; thence South 18" 27" 10" East 165.17 feet along the boundary as shown on said Partition Plat to a 5/8" rebar with plastic cap stamped "HLB INC" and the Northeny right-of-way line of North Fork County Road.

EXCEPTING THEREFROM Parcels 1 and 2 of Partition Plat No. 1994-58, Tillamook County, Oregon.

FURTHER EXCEPTING THEREFROM any portion lying within the boundaries of Riverview Meadows Phase I, recorded July 26, 2010 as Instrument No. 2010-004288, Tillamook County Records.

PARCEL NO. 5;

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Lot 13, RIVERVIEW MEADOWS PHASE I, situated in the Northwest guarter of Section 23, Township's North, Range 10 West, Willamette Meridian, County of Tillamook, State of Oregon, recorded Juoy 26, 2010 as Instrument No. 2010-004288, Tillamook County Records.

PARCEL NO. 6:

Tract C, RIVERVIEW MEADOWS PHASE I, situated in the Northwest quarter of Section 23, Township 3 North, Range 10 West, Willamette Meridian, County of Tillamook, State of Oregon, recorded July 26, 2010 as Instrument No. 2010-004288, Tillamook County Records.

PARCEL NO. 7:

Lot 1, Block 25, TOHL'S SECOND ADDITION TO NEHALEM, in the County of Tillamook, State of Oregon.

EXHIBIT B

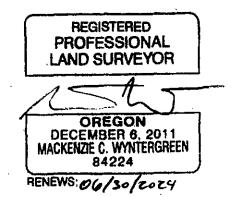
Drainage Easement Description

An easement 25 feet wide (lying 12.50 feet on each side of the following described centerline) over a Portion of a Tract of land described as "Parcel No. 4" in Deed Document Number 2021-10165, Tillamook County Deeds Records, located in the Northwest one-quarter of Section 23, Township 3 North, Range 10 West of the Willamette Meridian, in Tillamook County, Oregon, the center line of which is described as follows:

Commencing at the most Westerly corner of Parcel 2, Partition Plat No. 1993-46, Tillamook County Plat Records, and P-156 Tillamook County Survey Records; thence along the Southwesterly line of that property described in Deed Document Number 2003-427188, Tillamook County Deeds Records, North 60°03'55" West, 36.13 feet to the True Point of Beginning; thence leaving said Southwesterly line, South 30°13'44" West, 153.37 feet to the terminus of center line.

The side lines of said 25 foot easement to be extended or shortened to meet at angle points and to terminate.

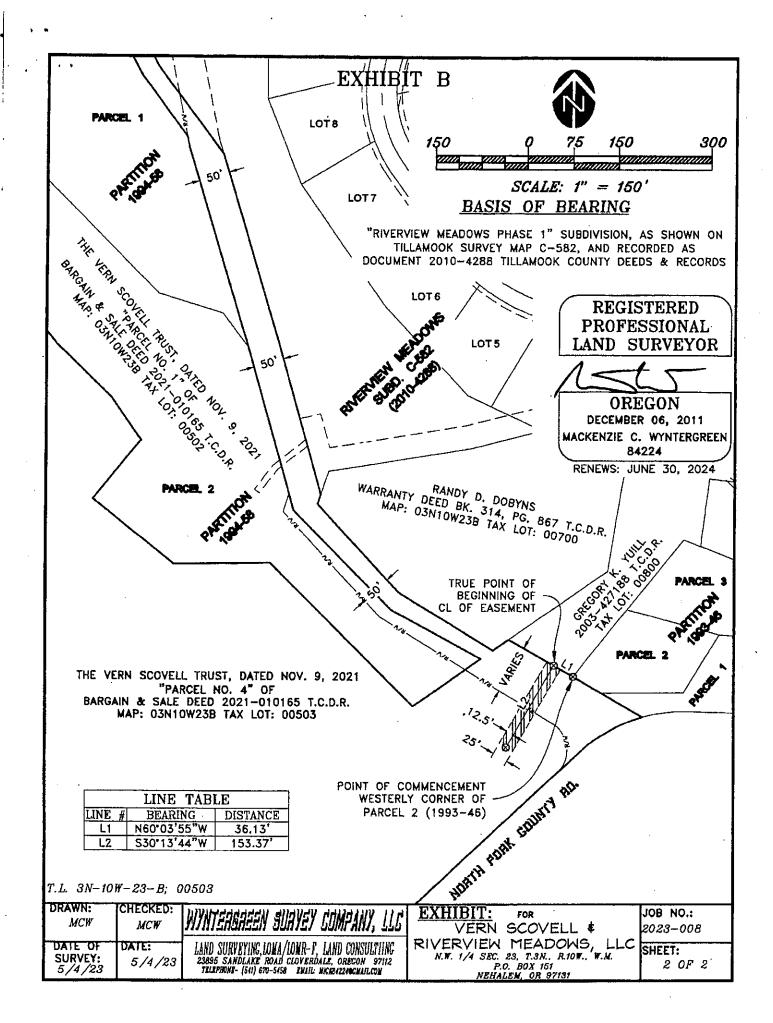
Containing 3,834 Square Feet, more or less.



Mick C. Wyntergreen L.S. 84224 - Oregon Expires 06/30/24 Wyntergreen Survey Company, LLC 23895 Sandlake Rd. Cloverdale, Oregon 97112

(2023-008_TL 503 Storm Easement.docx)

1 of 2 Page



Tillamook County, Oregon 05/08/2023 03:19:13 PM DEED-ESMAT



I hereby certify that the within instrument was received for record and recorded in the County of Tillamook, State of Oregon.

Tassi O'Neil, Tillamook County Clerk

AFTER RECORDING RETURN TO:

Riverview Meadows Development LLC 23765 SE Highway 212 Damascus, OR 97089

SEND TAX STATEMENT TO:

Riverview Meadows Development LLC 23765 SE Highway 212 Damascus, OR 97089

SPACE ABOVE RESERVED FOR RECORDING LABEL

CONSTRUCTION EASEMENT

Know by all persons present, that Vern Scovell, and Vern Ray Scovell, Trustee, his successor in trust, of The Vern Scovell Trust dated November 9, 2021 ("Grantor"), for consideration of the mutual promises exchanged herein and other good and valuable consideration exchanged with Riverview Meadows Development LLC, ("Grantee"), does hereby grant a non-exclusive easement for the construction, grading and maintenance of roads over, under and across the real property described herein, for the benefit of the real property as described herein, all being more particularly described herein.

EASEMENT RECITALS

A. Grantor has legal interest in, and may be the owner of, some of the real property ("Parcel 1") being legally described in the attached **Exhibit A**, which shall encompass the property described in the recitals herein.

B. Grantee is the owner of the real property ("Parcel 2") being legally described as follows:

Tract B, RIVERVIEW MEADOWS PHASE I, situated in the Northwest quarter of Section 23, Township 3 North, Range 10 West, Willamette Meridian, County of Tillamook, State of Oregon, recorded July 26, 2010 as Instrument No. 2010-004288, Tillamook County Records.

C. Parcel 1 and Parcel 2 are in close proximity to each other.

D. It is the intent of the parties herein named to create a non-exclusive, permanent right to enter, re-enter, and use Parcel 1, subject to conditions as set forth herein, for the benefit of Grantee's Parcel 2.

E. The non-exclusive easement, under, over and through the Easement Area, will be used for the purpose of constructing, grading and maintaining roads, and all other accommodations for the construction, grading and maintenance of roads. Grantee shall also have the specific rights of ingress and egress, consistent with the easement provided herein.

1 of 3 - Construction Easement

) Consideration

F. The parties agree that any unknown defect in the above Easement Area due to inaccuracy will not hinder the intent of the parties.

IT IS FURTHER UNDERSTOOD and AGREED:

- 1. The foregoing Easement Recitals paragraphs are contractual and not merely recitals, and are incorporated by this reference.
- 2. The rights and obligations of all the easements herein shall run with and be appurtenant to those parcels of land as described, and shall not be personal to any person, except that the obligation to pay for the costs and expenses (for costs and expenses incurred while a person was an owner) shall be personal to the owners of the described parcels, as well as run with the described parcels.
- 3. Grantee shall have a non-exclusive, and permanent right to enter, re-enter, and use a portion of Parcel 1 being legally described, and pictorially described, in the attached **Exhibit B**, subject to conditions as set forth herein, for the benefit of Grantee's Parcel 2. The easement shall include the right of the Grantor to construct, grade and maintain roads, and all other accommodations for the construction, grading and maintenance of roads within the Easement Area. Grantee shall also have the specific rights of ingress and egress, consistent with the easement provided herein. The costs of any improvements to the easement area shall be borne by Grantee, their successors and assigns. Any improvement to the easement area shall be in compliance with all applicable local, state, and federal law.
- 4. Grantor agrees that the consideration recited herein is just compensation for the property rights herein granted.
- 5. Grantor represents and warrants that Grantor has the authority to grant the easement and that the Easement Area is free from all liens and encumbrances that would materially affect the easement grant, and that they will defend this easement grant against all lawful claims and demands of all persons whomsoever with respect to any liens or encumbrances that would materially affect the easement grant.

[SIGNATURE PAGE FOLLOWS]

The parties above named have hereunto set their hands this ______day of May, 2023.

GRANTOR:

GRANTEE: Riverview Meadows Development LLC

Scovel

Carey Sheldon, President of

Sheldon Development Inc., Member

Vemri av Scove

STATE OF OREGON County of **NLL**



This instrument was acknowledged before me on <u>NAN</u>, <u>51</u>, 2023, by Vern Scovell, the above-named Grantor, and Vern Ray Scovell, Trustee, his successor in trust, of The Vern Scovell Trust dated November 9, 2021 Grantor.

Notary Public for Oregon Marc My Commission expires:

STATE OF OREGON County of \mathbf{A} Lounas

This instrument was acknowledged before me on _______, 2023, by Carey Sheldon, President of Sheldon Development Inc., Member of the above-named Grantee.

Notaty Public for Oregon My Commission expires: Due

OFFICIAL STAMP MORGAN MCKENZIE HORDICHOK NOTARY PUBLIC - OREGON COMMISSION NO. 1000979 MY COMMISSION EXPIRES JUNE 17, 2024

EXHIBIT A Legal Descriptions

PARCEL NO. 1:

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Parcel 2 of PARTITION PLAT NO. 1994-058, recorded November 3, 1994 in Plat Cabinet B, Slide 420-2, Tilamook County Partition Plat Records, and being situated in Section 23, Township 3 North, Range 10 West of the Willamette Meridian, in Tilamook County, Oregon.

TOGETHER WITH access easement as disclosed by said Partition Plat.

PARCEL NO. 2:

A tract of land in Section 23, Township 3 North, Range 10 West of the Willamette Meridian. In Tillamook County, Oregon, described as follows:

Beginning at a point which is East 418.1 feet and South 247.9 feet from the West quarter comer of Section 23, Township 3 North, Range 10 West of the Willamette Meridian; and running thence North 54* 16 West 227.2 feet and North 34° 30' West to the intersection with the South line of the Southwest one-quarter of the Northwest one-quarter of said Section 23; and also running from said point of beginning. South 247.9 feet and East 418.1 feet from the West quarter comer of Section 23; thence South 20* 54* East 95.6 feet; thence South 11* 23' East 135 feet; thence South 49° 23' East to the Westerly right of way line of the county road; thence following the Westerly right of way line of the county road; Northerly to the South line of the Southwest one-quarter of the Northwest one-quarter of Section 23; and thence Westerly to connection with the terminue of the first line as described above.

EXCEPTING THEREFROM any portion of the above described tract lying within the county road

PARCEL NO. 3:

All that portion of the following described tract lying South of the Nehalem Market County Road; described as follows;

Beginning at a point marked by a one-half inch iron pipe; located over the center of a 60 inch concrete culvert, 15 feet Southeasterly of the center of the Nehalem Market County Road, which beginning point is North, 136.62 feet and East 1534.08 feet from the quarter corner on the West boundary of Section 23, Township 3 North, Range 10 West of the Willamette Meridian, County of Tillamook, State of Oregon; thence South 43° 32' East to the ordinary low water line on the Northerly bank of the Nehalem River; thence Easterly and Northerly upstreem along said low water line to a point which is South 69° 47' East from a point marked by a 1' inch iron pipe on the Southerly line of said county road which is North 334.93 feet and East 2135.32 feet from said West quarter corner of Section 23; thence North 69° 47' West to said 1 inch iron pipe on the Southerly line of said county road, which is the South 69° 45' So' West 106.18 feet to a 1 inch iron pipe located in the North line of said county road, which is the South corner of the Churchley tract as described in Deed Book 140, page 98, Trillamook County Deed Records; thence North 22° 43' West (which bearing is equivalent to the bearing North 22° 56' West as used in said Churchley Deed) a distance of 172.2 feet to the most Westerly corner of said Churchley tract, which corner is marked by the iron bar 1 inch x 2 feet originally placed for this corner; thence North 68° 47' West 260.70 feet; thence South 38° 43' 1/2' West 287.57 feet; thence South 60° 04' East 132.96 feet to a point in the North line of the county road; thence Southwesterly to the point of beginning.

EXCEPTING THEREFROM any portion lying within the county road:

PARCEL 4:

A parcel of property being in the Northwest one-quarter of Section 23, Township 3 North, Range 10 West, of the Willamette Meridian, Tillamook County, Oregon, and being all that portion of Parcel 17 as described in that certain deed recorded September 29, 1994 in Book 364, Page 117, Deed Records of Tillamook County, Oregon, lying Southerly and Westerly of the following described line:

Commencing at a point which is South 1004.76 feet and East 591.12 feet from the Section common to

Sections 14, 15, 22, and 23, Township 3 North, Range 10 West, Willamette Meridian, said point being also the Northeasteriy corner of Parcel 1 of Partition Plat No. 1994-058, thence South 88° 34' 38" East 32.48 feet along the extension of the North line of said Parcel 1 to a point that is 30 feet distance as measured perpendicular to the

Easterly line of Parcel 1, said point being the true point of beginning; thence South 21° 06' 52" East 104.77 feet parallel to the Easterly line of said Parcel 1; thence South 28" 37' 12" East 239.60 feet parallel to the Easterly line of said Parcel 1; thence South 36° 59' 08" East 177.93 feet parallel to the Easterly line of said Parcel 1 to a point that is 50 feet distant as measured perpendicular to the Easterly line of Parcel 1; thence South 16* 47' 00" East 313.22 feet parallel to the Easterly line of said Parcel 1; thence South 15" 49" 38" East 263.05 feet parallel to the Easterly line of Parcel 2 of Partition Plat No. 1994-58; thence North 18" 27' 39" East 39:06 feet to a 3/4" iron pipe shown as point #423 on Partition Plat No, 1994-58; thence North 80° 21' 26" East 238.43 feet along the boundary as shown on said Partition Plat to a 1/2" iron pipe; thence North 76° 17' 51" East 116.76 feet along the boundary as shown on said Partition Plat to a 1/2" iron pipe, thence South 71* 23' 00" East 146.59 feet along the boundary as shown on said Partition Plat to a 1/2" iron pipe; thence North 74° 20' 30" East 93:19 feet along the boundary as shown on said partition plat to a 1/2" iron pipe; thence North 74° 20' 30" East 16:29 feet along the boundary as shown on said Partition Plat to a 5/8" rebar with plastic cap stamped "HLB INC"; thence South 47° 16" 42" East 44.88 feet along the boundary as shown on said Partition Plat to a 1/2" iron pipe; thence South 47° 16' 42" East 51.52 feet along the boundary as shown on said Partition Plat to a 5/8" rebar with plastic cap stamped "HLB INC"; thence North 82° 53' 14" West 41.89 feet along the boundary as shown on said Partition Plat to a 5/8" rebar with plastic cap stamped "HLB INC"; thence South 07° 06' 46" West 110.49 feet along the boundary as shown on said Partition Plat to a 1/2" iron pipe; thence South 68" 41' 48" East 113.05 feet along the boundary as shown on said Partition Plat to a 5/8" rebar with plastic cap stamped "HLB INC"; thence North 21" 31' 10" East 87.78 feet along the boundary as shown on said Partition Plat to a 5/8" rebar with plastic cap stamped "HLB INC", thence 25/24 feet along the arc of a curve to the left with a central angle of 12° 02' 58" and long chord which bears South 47° 44' 47" East 25.19 feet along the boundary as shown on said Partition Plat to a 5/8" rebar with plastic cap stamped 'HLB INC"; thence South 21" 31' 10" West 152.01 feet along the boundary as shown on said Partition Plat to a 5/8" rebar with plastic cap stamped "HLB INC"; thence South 18" 27' 10" East 165.17 feet along the boundary as shown on said Partition Plat to a 5/8" rebar with plastic cap stamped "HLB INC" and the Northerty right-of-way line of North Fork County Road,

EXCEPTING THEREFROM Parcels 1 and 2 of Partition Plat No. 1994-58, Tillamook County, Oregon.

FURTHER EXCEPTING THEREFROM any portion lying within the boundaries of Riverview Meadows Phase I, recorded July 26, 2010 as Instrument No. 2010-004288, Tillamook County Records.

PARCEL NO. 5:

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> Lot 13, RIVERVIEW MEADOWS PHASE I, situated in the Northwest quarter of Section 23, Township 3 North, Range 10 West, Willamette Meridian, County of Tillamook, State of Oregon, recorded Jucy 28, 2010 as Instrument No. 2010-004288, Tillamook County Records.

PARCEL NO. 6:

Tract C, RIVERVIEW MEADOWS PHASE I, situated in the Northwest guarter of Section 23, Township 3 North, Range 10 West, Willamette Meridian, County of Tillamook, State of Oregon, recorded July 28, 2010 as Instrument No. 2010-004288, Tillamook County Records.

PARCEL NO. 7:

Lot 1, Block 25, TOHL'S SECOND ADDITION TO NEHALEM, In the County of Tillamook, State of Oregon.

EXHIBIT B

Construction Grading/Access Easement Description

An easement varying in width over a Portion of those Tracts of land described as "Parcel No. 1" and "Parcel No. 4" in Deed Document Number 2021-10165, Tillamook County Deed Records, located in the Northwest one-quarter of Section 23, Township 3 North, Range 10 West of the Willamette Meridian, in Tillamook County, Oregon, more particularly described as follows:

Commencing at the most Easterly Southeast corner of Parcel 2, Partition Plat No. 1994-58, Tillamook County Plat Records, and P-228 of Tillamook County Survey Records;

thence along the Southeast line of said Parcel, South 55°11'02" West, 30.32 feet to the True Point of Beginning.

thence leaving said Southeast line, North 58°40'06" West, 164.69 feet to an angle point;

thence North 42°59'33" West, 232.68 feet to an angle point;

thence North 17°20'37" East, 30.35 feet to the East line of said Parcel 2;

thence along said East line, North 15°49'59" West, 247.44 feet to the Southerly corner of Parcel 1 of said Partition Plat, and Point "AA" of this description;

thence along the South line of said Parcel 1, North 36°48'57" West, 58.32 feet to an angle point;

thence leaving said South line, South 16°45'30" East, 54.62 feet to an angle point;

thence South 15°49'59" East, 241.32 feet to an angle point;

thence South 17°20'37" West, 36.02 feet to an angle point;

thence South 42°59'33" East, 247.05 feet to an angle point;

thence South 58°40'06" East, 158.61 feet to a point on the Southeasterly line of Parcel 2 of said Partition Plat;

thence leaving said Southeasterly line and continuing, South 58°40'06" East, 176.01 feet to an angle point;

thence South 05°40'52" East, 72.96 feet to the Northwest Right-of-Way line of North Fork County Road;

thence along said Northwest Right-of-Way line, North 47°18'23" East, 15.08 feet to the beginning of a 50.00-feet radius non-tangent curve to the left;

then leaving said Northwest Right-of-Way line and along said non-tangent curve to the left, through a central angle of 105°58'29" (the long chord of which bears North 05°40'52" West, 79.85 feet) a length of 92.48 feet to a point of tangency;

thence North 58°40'06" West, 167.16 feet to the True Point of Beginning.

Containing 19,590 Square Feet, more or less.

Together with:

Commencing at the hereinabove described Point "AA at the Southerly corner of Parcel 1 of Partition Plat No. 1994-58, Tillamook County Plat Records, and P-228 of Tillamook County Survey Records;

thence along the East line of said Parcel 1, North 16°45'30" West, 338.59 feet to an angle point;

thence continuing along said East line, North 11°37'10" West, 18.86 feet to the Southerly Northeastern corner of said Parcel 1, and the True Point of Beginning;

thence leaving said East line, North 11°37'10" West, 70.20 feet to the West line of "Riverview Meadows" subdivision recorded as 2010-4288 Tillamook County Deed Records, and C-582 of Tillamook County Survey Records;

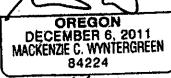
thence along said West line, North 36°55'01" West, 46.80 feet to an angle point;

thence leaving said West line, South 11°37'10" East, 70.20 feet to the East line of Parcel 1 of said Partition Plat;

thence continuing along said East line, South 36°55'01" East, 46.80 feet to the True Point of Beginning.

Containing 1,404 Square Feet, more or less.

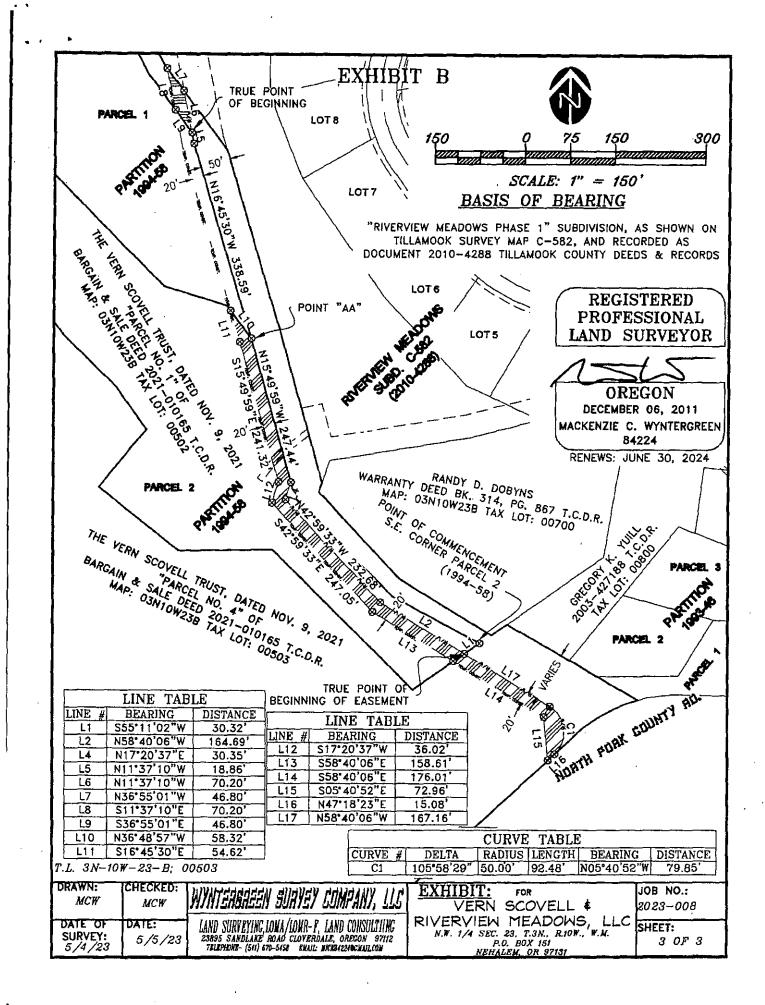




RENEWS: 06/30/00 CH Mick C. Wyntergreen L.S. 84224 - Oregon Expires 06/30/24 Wyntergreen Survey Company, LLC 23895 Sandlake Rd. Cloverdale, Oregon 97112

(2023-008_TL 502 & 503 Const. Easement.docx)

2 of 3 Page



Tillamook County, Oregon 2023-001909 05/08/2023 03:19:19 PM DEED-ESMAT



I hereby certify that the within instrument was received for record and recorded in the County of Tillamook, State of Οreαon.

Tassi O'Neil, Tillamook County Clerk

AFTER RECORDING RETURN TO:

Riverview Meadows Development LLC 23765 SE Highway 212 Damascus, OR 97089

SEND TAX STATEMENT TO:

Riverview Meadows Development LLC 23765 SE Highway 212 Damascus, OR 97089

SPACE ABOVE RESERVED FOR RECORDING LABEL

EASEMENT

Know by all persons present, that Vern Scovell, and Vern Ray Scovell, Trustee, his successor in trust, of The Vern Scovell Trust dated November 9, 2021 ("Grantor"), for consideration of the mutual promises exchanged herein and other good and valuable consideration exchanged with Riverview Meadows Development LLC, ("Grantee"), does hereby grant a non-exclusive easement for public access over, under and across the real property described herein, for the benefit of the real property as described herein, all being more particularly described herein.

EASEMENT RECITALS

A. Grantor has legal interest in, and may be the owner of, some of the real property ("Parcel 1") being legally described in the attached **Exhibit A**, which shall encompass the property described in the recitals herein.

B. Grantee is the owner of the real property ("Parcel 2") being legally described as follows:

Tract B, RIVERVIEW MEADOWS PHASE I, situated in the Northwest quarter of Section 23, Township 3 North, Range 10 West, Willamette Meridian, County of Tillamook, State of Oregon, recorded July 26, 2010 as Instrument No. 2010-004288, Tillamook County Records.

C. Parcel 1 and Parcel 2 are in close proximity to each other.

D. Grantor intends to grant to Grantee a non-exclusive, public access, and permanent right to enter, re-enter, and use Parcel 1, subject to conditions as set forth herein, for the benefit of Grantee's Parcel 2, and the general public.

E. The non-exclusive easement will be used for public and private ingress and egress purposes by the general public, by Grantee, and by Grantee's successors in ownership of Grantee's Parcel 2, particularly for emergency access use. The Easement Area is more particularly described in the attached **Exhibit B**.

No Consideration

F. The non-exclusive easement will be used for public and private ingress and egress purposes by the general public, by Grantee, and by Grantee's successors in ownership of Grantee's Parcel 2.

G. Additionally, the non-exclusive easement for public access and public and/or private utilities, shall also include the right to lay, construct, and maintain streets, water mains, sewer mains, storm drainage lines, and all related appurtenances, to be constructed and located on, across, under or over Parcel 1.

H. The parties agree that any unknown defect in the above Easement Area due to inaccuracy will not hinder the intent of the parties.

IT IS FURTHER UNDERSTOOD and AGREED:

- 1. The foregoing Easement Recitals paragraphs are contractual and not merely recitals, and are incorporated by this reference.
- 2. The rights and obligations of all the easements herein shall run with and be appurtenant to those parcels of land as described, and shall not be personal to any person, except that the obligation to pay for the costs and expenses (for costs and expenses incurred while a person was an owner) shall be personal to the owners of the described parcels, as well as run with the described parcels.
- 3. Grantee, and the general public shall have a non-exclusive, public access, and permanent right to enter, re-enter, and use Parcel 1 being legally described, and pictorially described, in the attached **Exhibit B** subject to conditions as set forth herein, for the benefit of Grantee's Parcel 2, and the general public. The easement shall include the right of the Grantor or Grantee to reasonably improve the surface of the easement area herein described; costs of any improvements to the easement area shall be borne by Grantee, their successors and assigns. Any improvement to the easement area shall be in compliance with all applicable local, state, and federal law.
- 4. Grantee shall have a non-exclusive easement for public access and public and/or private utilities, to include the right to lay, construct, and maintain streets, water mains, sewer mains, storm drainage lines, and all related appurtenances, to be constructed and located on, across, under or over Parcel 1.
- 5. Grantor agrees that the consideration recited herein is just compensation for the property rights herein granted.
- 6. Grantor represents and warrants that Grantor has the authority to grant the easement and that the easement area is free from all liens and encumbrances that would materially affect the easement grant, and that they will defend this easement grant against all lawful claims and demands of all persons whomsoever with

respect to any liens or encumbrances that would materially affect the easement • grant.

The parties above named have hereunto set their hands this $_ \mathscr{\Theta}$ dav of Mav. 2023.

GRANTOR:

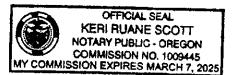
ern Ray Scovéll,

GRANTEE:

Riverview Meadows Development LLC

Carey Shelden, President of Sheldon Development Inc., Member

This instrument was acknowledged before me on 2023. by Vern Scovell, the above-named Grantor, and Vern Ray Scovell, Trustee, his successor in trust, of The Vern Scovell Trust dated November 9, 2021 Grantor.



County of ______ III Amook

STATE OF OREGON

Notary Public for Oregon

STATE OF OBEGON County of ____ CLUCCONVOS

March My Commission expires:

This instrument was acknowledged before me on by Carey Sheldon, President of Sheldon Development Inc., Member of the above-named Grantee.

2023.

OFFICIAL STAMP MORGAN MCKENZIE HORDICHOK NOTARY PUBLIC - OREGON COMMISSION NO. 1000979 MY COMMISSION EXPIRES JUNE 17, 2024

Notar/ Public for Oregon My Commission expires: 61

3 of 3 - Easement

EXHIBIT A Legal Descriptions

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PARCEL NO. 1:

Parcel 2 of PARTITION PLAT NO. 1994-058, recorded November 3, 1994 in Plat Cabinet B, Slide 420-2, Tillamook County Partition Plat Records, and being situated in Section 23, Township 3 North, Range 10 West of the Willamette Meridian, in Tillamook County, Oregon.

TOGETHER WITH access easement as disclosed by said Partition Plat.

PARCEL NO. 2:

A tract of land in Section 23, Township 3 North, Range 10 West of the Willamette Meridian, in Tillamook County, Oregon, described as follows:

Beginning at a point which is East 418.1 feet and South 247.9 feet from the West quarter comer of Section 23, Township 3 North, Range 10 West of the Willamette Meridian; and running thence North 54* 16 West 227.2 feet and North 34* 30' West to the intersection with the South line of the Southwest one-quarter of the Northwest one-quarter of said Section 23; and also running from said point of beginning, South 247.9 feet and East 418.1 feet from the West quarter comer of Section 23; thence South 20* 54' East 95.6 feet, thence South 11*23 East 135 feet; thence South 49* 23' East to the Westerly right of way line of the county road, thence following the Westerly right of way line of the county road, Northerly to the South line of the Southwest one-quarter of the Northwest one-quarter of Section 23; and thence Westerly to connection with the terminus of the first line as described above.

EXCEPTING THEREFROM any portion of the above described tractilying within the county road.

PARCEL NO. 3:

All that portion of the following described tract lying South of the Nehalem Market County Road, described as follows:

Beginning at a point marked by a one-half inch from pipe, located over the center of a 60 inch concrete culvert, 15 feet Southeasterly of the center of the Nehalem Market County Road, which beginning point is North, Range 10 West of the Willamette Meridian, County of Tillamook, State of Oregon; thence South 43° 32' East to the ordinary low water line on the Northerly bank of the Nehalem River; thence Easterly and Northerly upstream along said low water line to a point which is South 69° 47' East from a point marked by a 1' inch from pipe on the Southerly line of said county road which is North 334.93 feet and East 2135.32 feet from said. West quarter corner of Section 23; thence North 69° 47' West to said 1 inch iron pipe on the Southerly line of said county road, which is the South 84° 55' West 106.18 feet to a 1 inch iron pipe located in the North line of said county road, which is the South corner of the Churchley tract as described in Deed Book 140, page 98, Tillamook County Deed Records; thence North 22° 43'' West (which bearing is equivalent to the bearing North 22° 56' West as used in said Churchley Deed) a distance of 172.2 feet to the most Westerly corner of said Churchley tract, which corner is marked by the iron bar 1 inch x 2 feet originally placed for this corner; thence North 68° 47' West 132.96 feet to a point in the North line of the county road; thence South 84° 11'' West 287.57 feet; thence South 60° 04' East 132.96 feet to a point in the North line of the county road; thence Southwesterly to the point of beginning.

EXCEPTING THEREFROM any portion lying within the county road.

PARCEL 4:

A parcel of property being in the Northwest one-quarter of Section 23, Township 3 North, Range 10 West, of the Willamette Meridian, Tillamook County, Oregon, and being all that portion of Parcel 17 as described in that certain deed recorded September 29, 1994 in Book 364, Page 117, Deed Records of Tillamook County, Oregon, lying Southerly and Westerly of the following described line:

Commencing at a point which is South 1004.76 feet and East 591.12 feet from the Section common to

Sections 14, 15, 22, and 23, Township 3 North, Range 10 West, Willamette Meridian, said point being also the Northeasterly corner of Parcel 1 of Partition Plat No. 1994-058, thence South 88° 34' 38' East 32.48 feet along the extension of the North line of said Parcel 1 to a point that is 30 feet distance as measured perpendicular to the

Easterly line of Parcel 1, said point being the true point of beginning; thence South 21* 06:52" East 104.77 feet parallel to the Easterly line of said Parcel 1; thence South 28" 37' 12" East 239:60 feet parallel to the Easterly line of said Parcel 1; thence South 36° 59' 08" East 177,93 feet parallel to the Easterly line of said Parcel 1 to a point that is 50 feet distant as measured perpendicular to the Easterly line of Parcel 1; thence South 16° 47' 00" East 313.22 feet parallel to the Easterly line of said Parcel 1; thence South 15" 49' 38" East 203.05 feet parallel to the Easterly line of Parcel 2 of Partition Plat No. 1994-58; thence North 18° 27' 39" East 39:96 feet to a 3/4" from pipe shown as point #423 on Partition Plat No, 1994-58; thence North 80* 21' 26" East 238.43 feet along the boundary as shown on said Partition Plat to a 1/2" iron pipe; thence North 76° 17' 51" East 116.76 feet along the boundary as shown on said Partition Plat to a 1/2" iron pipe; thence South 71" 23' 00" East 146.59 feet along the boundary as shown on said Partition Plat to a 1/2" iron pipe; thence North 74* 20' 30" East 93.19 feet along the boundary as shown on said partition plat to a 1/2" iron pipe; thence North 74* 20, 30" East 16,29 feet along the boundary as shown on said Partition Plat to a 5/8" rebar with plastic cap stamped "HLB INC"; thence South 47" 16'42" East 44.88 feet along the boundary as shown on said Partition Plat to a 1/2" iron pipe; thence South 47* 16 42" East 51.52 feet along the boundary as shown on said Partition Plat to a 5/8" rebar with plastic cap stamped "HLB INC"; thence North 82* 53' 14" West 41.89 feet along the boundary as shown on said Partition Plat to a 5/8" rebar with plastic cap stamped "HLB INC"; thence South 07" 06' 46" West 110.49 feet along the boundary as shown on said Partition Plat to a 1/2" iron pipe, thence South 68" 41' 48" East 113.05 feet along the boundary as shown on said Partition Plat to a 5/8" rebar with plastic cap stamped "HLB INC"; thence North 21" 31 10" East 87.78 feet along: the boundary as shown on said Partition Plat to a 5/8" rebar with plastic cap stamped "HLBINC", thence 25,24 feet along the arc of a curve to the left with a central angle of 12° 02' 58" and long chord which bears South 47* 44' 47" East 25.19 feet along the boundary as shown on said Partition Plat to a 5/8" rebar with plastic cap stamped "HLB INC"; thence South 21" 31' 10" West 152.01 feet along the boundary as shown on said Partition Plat to a 5/8" rebar with plastic cap stamped "HLB INC"; thence South 18" 27' 10" East 165, 17 feet along the boundary as shown on said Partition Plat to a 5/8" rebar with plastic cap stamped "HLB INC" and the Northerly right-of-way line. of North Fork County Road.

EXCEPTING THEREFROM Parcels 1 and 2 of Partition Plat No. 1994-58, Tillamook County, Oregon.

FURTHER EXCEPTING THEREFROM any portion lying within the boundaries of Riverview Meadows Phase I, recorded July 26, 2010 as Instrument No. 2010-004288, Tillamook County Records.

PARCEL NO. 5:

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Lot 13, RIVERVIEW MEADOWS PHASE I, situated in the Northwest quarter of Section 23, Township'3 North, Range 10 West, Willamette Meridian, County of Tillamook, State of Oregon, recorded Jucy 26, 2010 as Instrument No. 2010-004288, Tillamook County Records.

PARCEL NO. 6;

Tract C, RIVERVIEW MEADOWS PHASE J, situated in the Northwest guarter of Section 23, Township 3 North, Range 10 West, Willamette Meridian, County of Tillamook, State of Oregon, recorded July 28, 2010 as Instrument No. 2010-004288; Tillamook County Records.

PARCEL NO. 7:

Lot 1, Block 25, TOHL'S SECOND ADDITION TO NEHALEM, in the County of Tillamook, State of Oregon.

EXHIBIT B

Access Easement Description

An easement varying in width over a Portion of those Tracts of land described as "Parcel No. 1" and "Parcel No. 4" in Deed Document Number 2021-10165, Tillamook County Deeds Records, located in the Northwest one-quarter of Section 23, Township 3 North, Range 10 West of the Willamette Meridian, in Tillamook County, Oregon, more particularly described as follows:

Commencing at the most Easterly Southeast corner of Parcel 2, Partition Plat No. 1994-58, Tillamook County Plat Records, and P-228 Tillamook County Survey Records;

thence along the Southeast line of said Parcel, South 55°11'02" West, 30.32 feet to the True Point of Beginning.

thence leaving said Southeast line, North 58°40'06" West, 164.69 feet to an angle point;

thence North 42°59'33" West, 232.68 feet to an angle point;

thence North 17°20'37" East, 30.35 feet to the East line of said Parcel 2;

thence along said East line, North 15°49'59" West, 247.44 feet to the Southerly corner of Parcel 1 of said Partition Plat;

thence along the East line of said Parcel 1, North 16°45'30" West, 338.59 feet to an angle point;

thence continuing along a portion of said East line, North 11*37'10" West, 89.06 feet to the West line of "Riverview Meadows" subdivision recorded as 2010-4288 Tillamook County Deeds Records, and C-582 Tillamook County Survey Records;

thence along said West line, South 36°55'01" East, 121.94 feet to an angle point;

thence continuing along said West line, South 16"45'30" East, 313.23 feet to an angle point;

thence continuing along said West line, South 15°49'59" East, 262.73 feet to the Northerly corner of the "Road Tract" as described in Deed Document Book 314, Page 867, Tillamook County Deeds Records;

thence along the West line of said "Road Tract", South 17*20'37" West, 16.19 feet to an angle point;

thence continuing along said West line, South 42°59'33" East, 196.73 feet to an angle point;

thence continuing along said West line, South 58°40'06" East, 179.91 feet to the Southeast line of said "Road Tract";

thence along said Southeast line, North 55°08'51" East, 31.55 feet to the most Westerly corner of that property described in Deed Document Number 2003-427188, Tillamook County Deeds Records;

thence along the Southwesterly line of said Property, South 60°03'55" East, 120.81 feet to the most Westerly corner of Partition Plat No. 1993-46, Tillamook County Plat Records, and P-156 Tillamook County Survey Records;

thence along the Southwesterly line of said Partition, South 59°58'05" East, 130.92 feet to the Northwest Right-of-Way line of North Fork County Road, and the beginning of a 250.37-foot radius non-tangent curve to the left;

then along said Northwest Right-of-Way line and non-tangent curve to the left, through a central angle of 27°10'22" (the long chord of which bears South 60°53'34" West, 117.63 feet) a length of 118.74 feet to a point of tangency;

thence continuing along said Northwest Right-of-Way line, South 47*18'23" West, 48.08 feet to the beginning of a 50.00-foot radius non-tangent curve to the left;

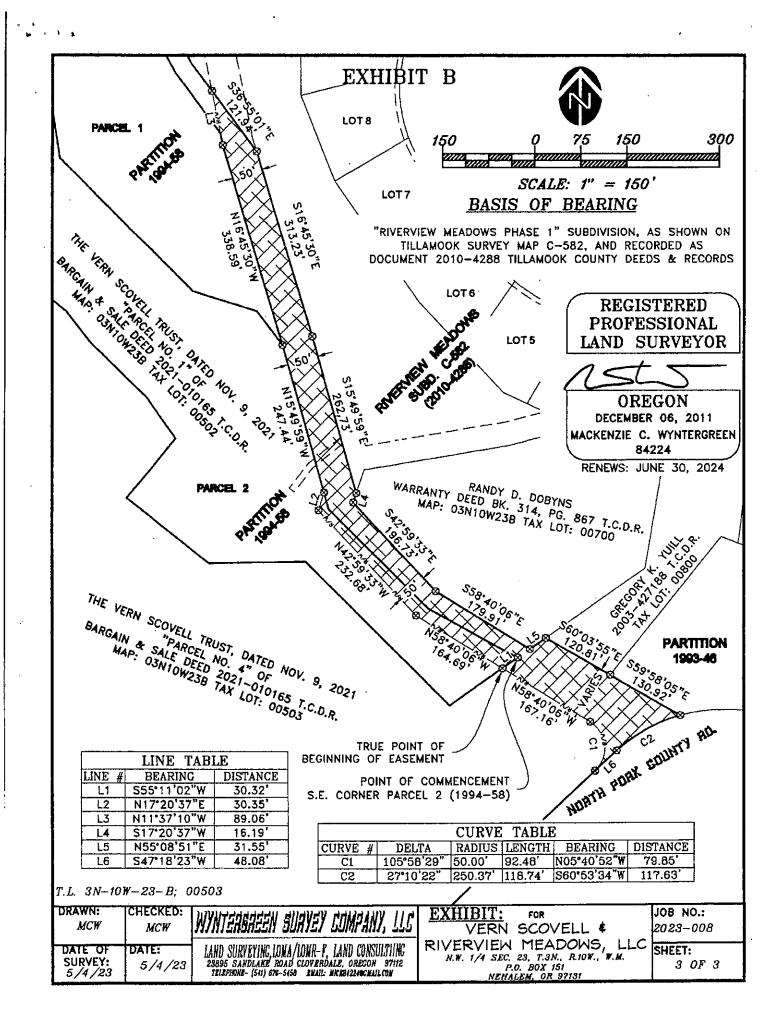
then leaving said Northwest Right-of-Way line and along said non-tangent curve to the left, through a central angle of 105°58'29" (the long chord of which bears North 05°40'52" West, 79.85 feet) a length of 92.48 feet to a point of tangency;

thence North 58°40'06" West, 167.16 feet to the True Point of Beginning;

Containing 72,320 Square Feet, more or less.

REGISTERED PROFESSIONAL LAND SURVEYOR OREGON **DECEMBER 6, 2011** MACKENZIE C. WYNTERGREEN 84224 RENEWS: 06/30/2024

Mick C. Wyntergreen L.S. 84224 - Oregon Expires 06/30/24 Wyntergreen Survey Company, LLC 23895 Sandiake Rd. Cloverdale, Oregon 97112



After Recording Please Return To: Riverview Meadows Development, LLC. 23765 SE Highway 212 Damascus, OR 97089

SPACE ABOVE RESERVED FOR RECORDING LABEL

DECLARATIONS OF CONDITIONS AND RESTRICTIONS AFFECTING LAND LOCATED IN TILLAMOOK COUNTY, OREGON

The undersigned (hereafter "Declarants") being the owners in fee simple of that real property located in Tillamook County, Oregon, described in the attached Exhibit A, Phase 2 and Phase 3 "Tract B" of Phase 1 (hereafter referred to as "Riverview Meadows Development, LLC. Phase 2 and Phase 3") incorporated herein by reference, do hereby make the following declaration of conditions, covenants, and restrictions (hereafter "CCR's") covering the above described property, specifying that this declaration shall constitute covenants to run with all of the land and shall be binding on all persons claiming under and through them and these conditions and restrictions shall be for the benefit of and limitations upon all future owners of said real property;

Where used herein, the term "Declarants" unless specified otherwise, shall mean the undersigned, their successors, heirs and assigns. Where used herein the term "lot" shall mean one of the lots 21 through 94 of Riverview Meadows Development, LLC. Phase 2 and Phase 3. Where used herein the term "owner" shall mean the owner of a lot within Riverview Meadows Development, LLC. Phase 2 and Phase 3 whether that owner be one or more persons, trust(s), corporation(s), limited liability company(ies), similar entity, or group or combination of entities.

1. USE OF LOT. No lot shall be used except for single-family residential purposes, or except for the placement of an accessory storage structure to benefit an adjoining lot in common ownership.

2. HEIGHT RESTRICTIONS. Notwithstanding paragraph 17 below, Declarants expressly reserve solely to themselves the right to impose building height restrictions on any lot within Riverview Meadows Development, LLC. Phase 2 and Phase 3, and or such further property annexed pursuant to paragraph 14 below, for so long as Declarants, or either of them, are an owner of a lot therein. For purposes of the foregoing sentence, Declarants shall not include their heirs, successors, or assigns. Such restrictions shall be imposed by recorded declaration in the Tillamook County Clerk's office in deed records and shall specifically reference these CCR's and the Declarants' right reserved by this paragraph. For purposes of these CCR's," height" shall mean the vertical distance of a building measured from grade to the highest point of the roof; and "grade" shall mean the average elevation of the existing ground at the centers of al walls of a building.

3. SQUARE FOOTAGE. The minimum square footage of any residence on any lot shall be no less than 1200 square feet for a single level residence and no less than 1600 square feet for a multi-level residence. These square footage restrictions shall not apply to accessory structures, nor shall the square footage of any accessory structure be counted in determining the square footage of a residence.

4. TYPES OF STRUCTURES. Mobile homes, trailers, metal sheds, and pole buildings shall not be placed nor constructed on any lot. Pre-built modular and manufactured homes, as those terms are commonly used, shall be permitted. No structure erected on a lot shall possess aluminum or other metal siding. Roofing may be of wood, tile, metal, or composite material.

5. TIME FOR COMPLETION OF CONSTRUCTION. The construction of any residential structure shall, insofar as the exterior thereof is concerned, be completed within one (1) year from the date construction commences. All landscaping shall be completed within six months of substantial completion of any residential structure erected upon a lot.

6. TEMPORARY STRUCTURES. No temporary structure, excepting a recreational vehicle, shall be erected or placed upon the premises, except that a temporary structure shall be permitted on a lot during the period of construction of a single family dwelling, but such temporary structure shall be removed within thirty (30) days of completion of said dwelling house or within eighteen (18) months after the date said temporary structure was erected, whichever period expires first.

7. ANIMALS. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot excepting any dog, cat or household pets may be kept provided that they are not kept, bred or maintained for commercial purposes.

8. BUSINESS ACTIVITY. No business, trade or manufacture of any sort shall be conducted upon any of the above described property save and except for a home businesses wherein no signs, structures or other indicia of the business are apparent from outside any dwelling and such business does not result in any traffic to and from the property in excess of ordinary residential traffic. However, this paragraph shall not prohibit an owner from renting a dwelling to a third party, but under no circumstances shall such rental be for a rental term of less than 30 days. No signs shall be erected or maintained on any lot, save and except that one "for sale" or "for rent" sign not more than 24 inches high and 36 inches wide m ay be placed on a property on a temporary basis. The foregoing sign restrictions shall not apply to Declarants advertising lots for sale.

9. UPKEEP OF LOT. Each lot shall be maintained in a good and clean condition and free of hazards to the adjacent property and to the occupants thereof. Al weeds and brush including but not limited to tansy, ragwort and blackberries shall be cut, poisoned or otherwise controlled and kept down. Al garbage and other waste and

debris shall be kept in appropriate sanitary containers for proper disposal and out of public view. Yard raking and dirt resulting from landscaping work shall not be dumped onto streets, roads, or other owner's lots. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done, grown or placed upon any lot which interferes with or jeopardizes the enjoyment of other lot owners within the property affected by these CCR's.

10. FENCES. No fence or wall shall be erected or placed on any lot in the above described subdivision exceeding four (4) feet in height. However, chain-link fences or similar fencing which does not completely obscure a view may be a maximum of six (6) feet in height.

11. UTILITIES. No outdoor overhead wire or service drop for the distribution of electric energy or for telecommunication purposes, nor any pole, tower or other structure supporting said overhead wire shall be erected within the property affected by these CCR's. All owners shall use underground wires to connect their residences and any accessory structures built upon any lots to power, television, and any other utilities.

12. VEHICLES. No owner shall permit any vehicle which is in a state of visible disrepair to be abandoned or to remain parked upon any lot or parcel or on any street for a period in excess of forty-eight (48) hours. Al boats, trailers, motor homes, motorcycles, trucks, truck campers and like equipment shall be kept in an enclosed garage when not in actual use. Each lot shall contain parking area for at least three vehicles. Garage or accessory structure bays shall be counted for the purposes of meeting this requirement.

13. MAINTENANCE AND IMPROVEMENT OF ACCESS ROAD. Access to the lots affected by these CCR's is served by private paved roads owned by Declarants over which owners have rights of ingress and egress. As a part of these conditions, covenants and restrictions, and notwithstanding the location of individual lots nor the use made by the respective owners of any lots, owners of property affected by these CCR's shall in the cost of routine maintenance and repair of said roadway and paving. Further, upon the unanimous decision of 75% of the owners of lots within the property affected by these CCR's improvements may be made to said roads, and each owner will likewise share an equal responsibility and liability for the costs of such improvement, if applicable, shall be equal to the ratio which the number of lots owned by an owner bears to the total number of lots affected by these CCR's.

14. DRIVEWAYS. All driveways serving a residence on any property subject to this declaration shall be paved with asphalt, concrete, or stone no later than the date of completion of the construction of a residence on a lot, and the owner thereof shall keep any such driveway in good and workmanlike repair. Said driveway shall at a minimum reach from the property line of a lot to the paved edge of the road providing access to a lot and shall be a minimum of thirty (30) feet in width where it connects to

the pavement on the access road, and a minimum of twenty- two (22) feet elsewhere. Al driveways shall incorporate a minimum eighteen (18) inch culvert for drainage

15. ANNEXATION. If, within 20 years of the recording of these CCR's, Declarants, their successors and assigns, shall develop additional land within the vicinity of the real property affected by these CCR's, such additional land may be annexed by Declarant, its successors and

assigns, to the real property by fling a plat of the property(ies) to be annexed and adopting al declarations of the protective restrictions affecting Riverview Meadows Development, LLC. Phase 2 and Phase 3 in effect at the time and thereby making the same applicable to the annexed properties. There is no limitation on the number of additional lots, Phases, tracts, private tracts or common properties which may be created or annexed to the real property under this paragraph by Declarant, its successors or assigns.

16. SEVERABILITY. Invalidation of any of these covenants shall in no way affect any of the other provisions, which shall remain in full force and effect.

17. DURATION/AMENDMENT/REVOCATION. All of the conditions, covenants, restrictions and reservations set forth in this declaration are imposed upon the property covered hereby for the direct benefit thereof and of the owners thereof. Such conditions and restrictions shall run with the land and shall be binding upon any person who shall acquire any interest in the property covered hereby. Said conditions, covenants, restrictions and reservations shall remain in effect for a period of thirty (30) years from the date of this declaration. These conditions, covenants and restrictions may be amended or revoked by written document signed by the owners of seventy-five percent (75%) of the lots within the subdivision, but in no event may they be amended or revoked without the written consent of Declarants so long as Declarants, or either one of them, own a lot or lots affected by these CCR's. For purposes of the foregoing sentence, Declarants shall not include their heirs, successors, or assigns.

18. BREACH AS NUISANCE. The result of every act of omission or commission or the violation hereof, whether such condition, covenant, restriction or reservation is violated in whole or in part, is hereby declared to be and to constitute a nuisance, which may prohibited and enjoined by an injunction. Such remedy shall be deemed cumulative and not exclusive of any and every other remedy allowed by law or equity against such a nuisance, whether public or private.

19. INUREMENT OF BENEFIT. The provisions contained in this declaration shall inure to the benefit of and be enforceable by any owner or the owners of any portion of the property covered hereby, and each of their legal representatives, heirs, successors and assigns. Failure by any property owner or their legal representatives, heirs, successors or assigns to enforce any of said conditions, covenants or restrictions herein contained shall in no event be deemed a waiver or failure of the right to do so thereafter.

20. ENFORCEMENT. Should suit or action be instituted to enforce any of the foregoing restrictions or covenants after written demand for the discontinuance of a violation thereof and failure to comply, then, whether said suit be reduced to judgment or decree or not, the owners seeking to enforce or to restrain any such violation shall be entitled to have and recover from such defendants in addition to the costs and disbursements allowed by law, such sum as the court may adjudge reasonable as attorney fees in such suit or action. In the event of any appeal, such parties shall be entitled to recover from the defendants on such appeal, such further sum as the court shall adjudge reasonable attorney fees.

21. EFFECT OF BREACH. The breach of any of the foregoing shall not defeat or render invalid, the lien of any mortgage or deed of trust made in good faith for value as to any of the said lots, provided, however, that the breach of any of the said conditions or restrictions may be enjoined, abated or redressed by appropriate proceedings against any owner of the premises to which such violation applies, whether such ownership is acquired by purchase, foreclosure, devise, inheritance or in any other manner.

IN WITNESS WHEREOF, Declarants have executed this instrument this 8th day of May, 2023.

RIVERVIEW MEADOWS DEVELOPMENT, LLC. An Oregon Limited Liability Company.

By: Carey Sheldon. President of Sheldon Development Inc., Member DECLARANT

By: Carey Sheldon, Managing Member Riverview Meadows Development, LLC., DECLARANT

STATE OF OREGON Hackamas County of



Carey Sheldon, individually, and acknowledged the foregoing instrument to be his voluntary act and deed

STATE OF OREGON)
County of Clackamas))



Carey Sheldon, individually, and acknowledged the foregoing instrument to be his voluntary act and deed

EXHIBIT A

Riverview Meadows Phase 1 subdivision located in Tillamook County, Oregon, described as follows:

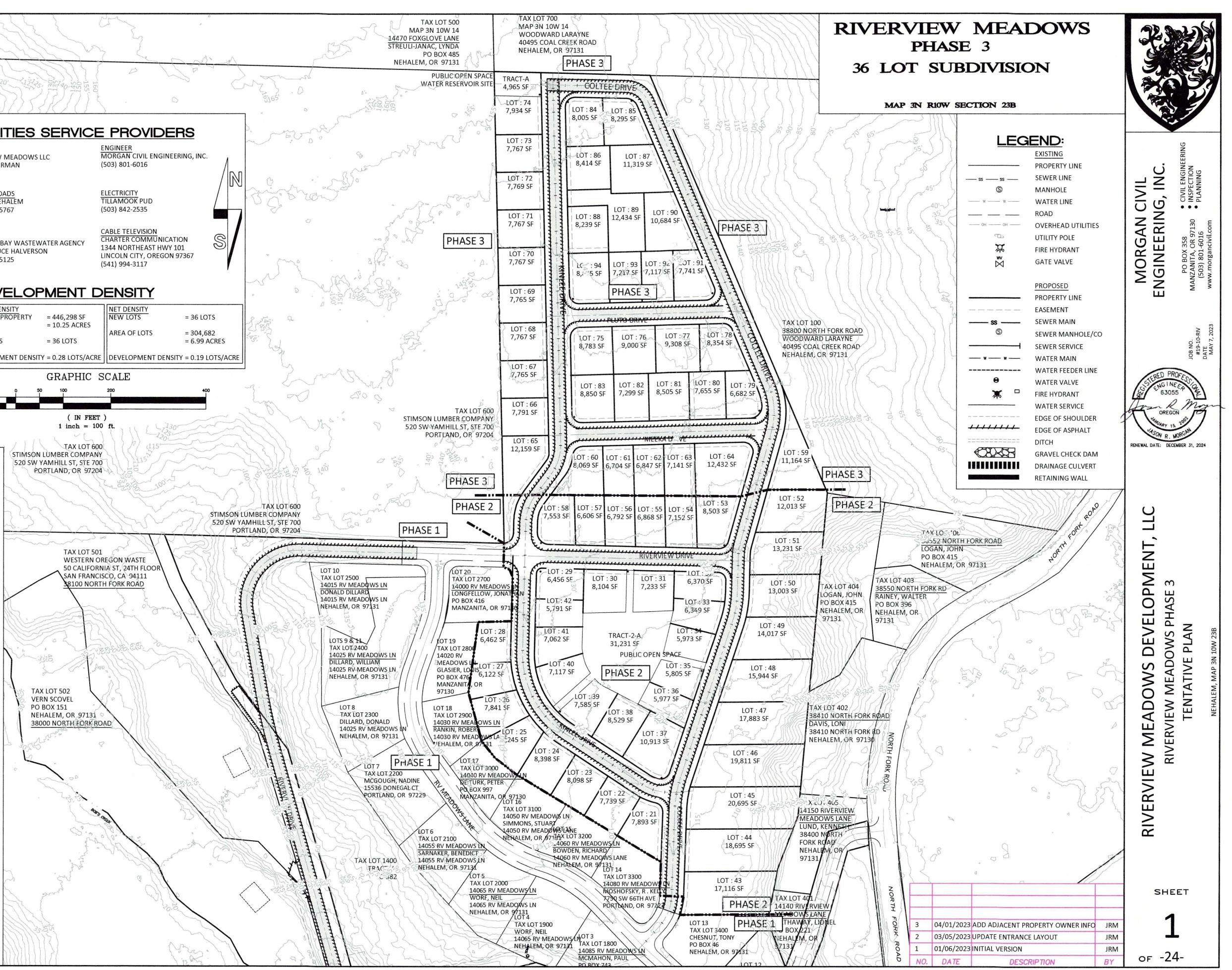
COMMENCING AT A FOUND THREE INCH BRASS DISC COMMON TO SECTIONS 14, 15, 22 AND 23, TOWNSHIP 3 NORTH, RANGE 10 WEST OF THE WILLAMETTE MERIDIAN; THENCE, SOUTH 01°03'16" EAST ALONG THE WEST LINE OF SAID NORTHWEST ONE-QUARTER OF SECTION 23 ALSO THE WEST LINE OF THAT TRACT OF LAND FOUND IN BOOK 203, PAGE 253, TILLAMOOK COUNTY DEED RECORDS, A DISTANCE OF 990.70 FEET TO A FOUND 5/8 INCH IRON ROD AT THE SOUTHWEST CORNER OF SAID TRACT OF LAND FOUND IN BOOK 203, PAGE 253; THENCE, SOUTH 88°34'29" EAST ALONG THE SOUTH LINE OF SAID TRACT OF LAND FOUND IN BOOK 203, PAGE 253, A DISTANCE OF 605.46 FEET TO A FOUND 5/8 INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "PLS 2351", SAID POINT BEING THE INITIAL POINT AND THE POINT OF BEGINNING; THENCE, SOUTH 21°14'48" EAST, A DISTANCE OF 104.78 FEET TO A FOUND 5/8 INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "PLS 2351"; THENCE SOUTH 28°36'50" EAST, A DISTANCE OF 239.81 FEET TO A FOUND 5/8 INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "PLS 2351": THENCE SOUTH 36°55'01" EAST, A DISTANCE OF 177.89 FEET TO A FOUND 5/8 INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "PLS 2351"; THENCE, SOUTH 16º45'30" EAST, A DISTANCE OF 313.23 FEET TO A FOUND 5/8 INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "PLS 2351"; THENCE, SOUTH 15°49'59" EAST, A DISTANCE OF 262.73 FEET TO A FOUND 5/8 INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "PLS 2351" AT THE MOST WESTERLY CORNER OF THAT TRACT OF LAND FOUND IN BOOK 614, PAGE 807, TILLAMOOK COUNTY DEED RECORDS; THENCE, NORTH 19º12'43" EAST ALONG THE NORTH LINE OF SAID BOOK 614, PAGE 807, A DISTANCE OF 39.77 FEET TO A FOUND 3/4 INCH IRON PIPE; THENCE, NORTH 80°3404" EAST ALONG SAID NORTH LINE, A DISTANCE OF 238.43 FEET TO A FOUND 5/8 INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "PLS 2351"; THENCE, NORTH 75°38'04" EAST ALONG SAID NORTH LINE A DISTANCE OF 116.76 FEET TO A FOUND 1/2 INCH IRON PIPE; THENCE, SOUTH 71°12'17" EAST ALONG SAID NORTH LINE, A DISTANCE OF 146.57 FEET TO A FOUND 1/2 INCH IRON PIPE AT THE NORTHEAST CORNER OF SAID BOOK 614, PAGE 807, ALSO THE NORTHWEST CORNER OF A TRACT OF LAND FOUND IN BOOK 356, PAGE 435, TILLAMOOK COUNTY DEED RECORDS; THENCE, NORTH 74°16'15" EAST ALONG THE NORTH LINE OF SAID BOOK 356, PAGE 435, A DISTANCE OF 93.46 FEET TO A FOUND 1/2 INCH IRON PIPE: THENCE, NORTH 74°25'07" EAST ALONG SAID NORTH LINE, A DISTANCE OF 15.95 FEET TO A FOUND 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "HLB INC"; THENCE, SOUTH 47°28'10" EAST ALONG SAID NORTH LINE, A DISTANCE OF 44,90 FEET TO A FOUND 1/2 INCH IRON PIPE; THENCE, SOUTH 47°28'10" EAST ALONG SAID NORTH LINE, A DISTANCE OF 51.70 FEET TO A FOUND

5/8 INCH IRON ROD WITH AN ILLEGIBLE YELLOW PLASTIC CAP; THENCE, NORTH 83°25'29" WEST ALONG SAID NORTH LINE, A DISTANCE OF 41.96 FEET TO A FOUND 5/8 INCH IRON ROD; THENCE, SOUTH 07°04'58" WEST ALONG SAID NORTH LINE, A DISTANCE OF 110.20 FEET TO A FOUND 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "PLS 2351" ON THE NORTH LINE OF PARCEL 3, PARTITION PLAT 1993-46, TILLAMOOK COUNTY PLAT RECORDS; THENCE, SOUTH 68°36'58" EAST ALONG SAID NORTH LINE, A DISTANCE OF 112.89 FEET TO A FOUND 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "HLB INC"; THENCE, NORTH 21°36'13" EAST ALONG SAID NORTH LINE, A DISTANCE OF 88,16 FEET TO A NON-TANGENT 120.00 FOOT RADIUS CURVE TO THE LEFT: THENCE, 25.27 FEET ALONG SAID NON-TANGENT CURVE, THROUGH AN INTERNAL ANGLE OF 12°03'52", THE CHORD OF WHICH BEARS SOUTH 75°24'03" EAST 25.22 FEET; THENCE, SOUTH 21°37'18" WEST ALONG THE EAST LINE OF SAID PARTITION PLAT, A DISTANCE OF 152.44 FEET TO A FOUND 5/8 INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "HLB INC"; THENCE, SOUTH 16°35'20" EAST ALONG SAID EAST LINE, A DISTANCE OF 165.14 FEET TO THE NORTH LINE OF NORTH FORK COUNTY ROAD AND THE SOUTHEAST CORNER OF PARCEL 1 OF SAID PARTITION PLAT; THENCE, ALONG A 328.10 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT, THROUGH AN INTERNAL ANGLE OF 4°52'13", THE LONG CHORD OF WHICH BEARS NORTH 75°40'49" EAST 27.88 FEET, A LENGTH OF 27.89 FEET ALONG THE NORTH LINE OF SAID NORTH FORK COUNTY ROAD; THENCE, NORTH 73°14'42" EAST ALONG SAID NORTH LINE OF NORTH FORK COUNTY ROAD, A DISTANCE OF 98.34 FEET TO A FOUND 5/8 INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "PLS 2351" AT THE SOUTH CORNER OF PARCEL 2 OF PARTITION PLAT 1999-38, TILLAMOOK COUNTY PLAT RECORDS; THENCE, NORTH 18°47'00" WEST ALONG THE WEST LINE OF SAID PARCEL 2, A DISTANCE OF 47.50 FEET TO A FOUND 1/2 INCH IRON PIPE; THENCE, NORTH 23°21'56" WEST ALONG THE WEST LINE OF THAT TRACT OF LAND FOUND IN BOOK 140, PAGE 98, TILLAMOOK COUNTY DEED RECORDS, A DISTANCE OF 110.08 FEET TO A FOUND 5/8 INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "PLS 2351": THENCE, NORTH 21°32'12" EAST ALONG SAID WEST LINE, A DISTANCE OF 262.71 FEET TO A FOUND 3/4 INCH IRON PIPE; THENCE, NORTH 21°22'37" EAST ALONG SAID WEST LINE, A DISTANCE OF 88.69 FEET TO A FOUND 1/2 INCH IRON PIPE AT THE NORTHWEST CORNER OF SAID TRACT OF LAND FOUND IN BOOK 140. PAGE 98, ALSO THE SOUTHWEST CORNER OF THAT TRACT OF LAND FOUND IN BOOK 383. PAGE 513, TILLAMOOK COUNTY DEED RECORDS; THENCE, NORTH 15°53'25" EAST ALONG THE WEST LINE OF SAID BOOK 383, PAGE 513, A DISTANCE OF 185.86 FEET TO A FOUND 5/8 INCH IRON ROD WITH A YELLOW PLASTIC STAMPED "PLS 2351"; THENCE, NORTH 74°50'00" EAST ALONG SAID WEST LINE, A DISTANCE OF 46.37 FEET TO A FOUND 5/8 INCH IRON PIPE WITH A YELLOW PLASTIC CAP STAMPED "PLS 2351" ON THE WEST LINE OF SAID NORTH FORK COUNTY ROAD AND AN 848,51 FOOT RADIUS CURVE: THENCE, 51,28 FEET ALONG SAID CURVE TO THE RIGHT, WITH AN INTERNAL ANGLE OF 3°27'46", THE CHORD OF WHICH BEARS NORTH 02°22'26" WEST 51.27 FEET TO A FOUND 5/8 INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "PLS 2351": THENCE, SOUTH 74°50'00" WEST, A DISTANCE OF 85.98 FEET TO A FOUND 5/8 INCH IRON ROD WITH A YELLOW PLASTIC CAP

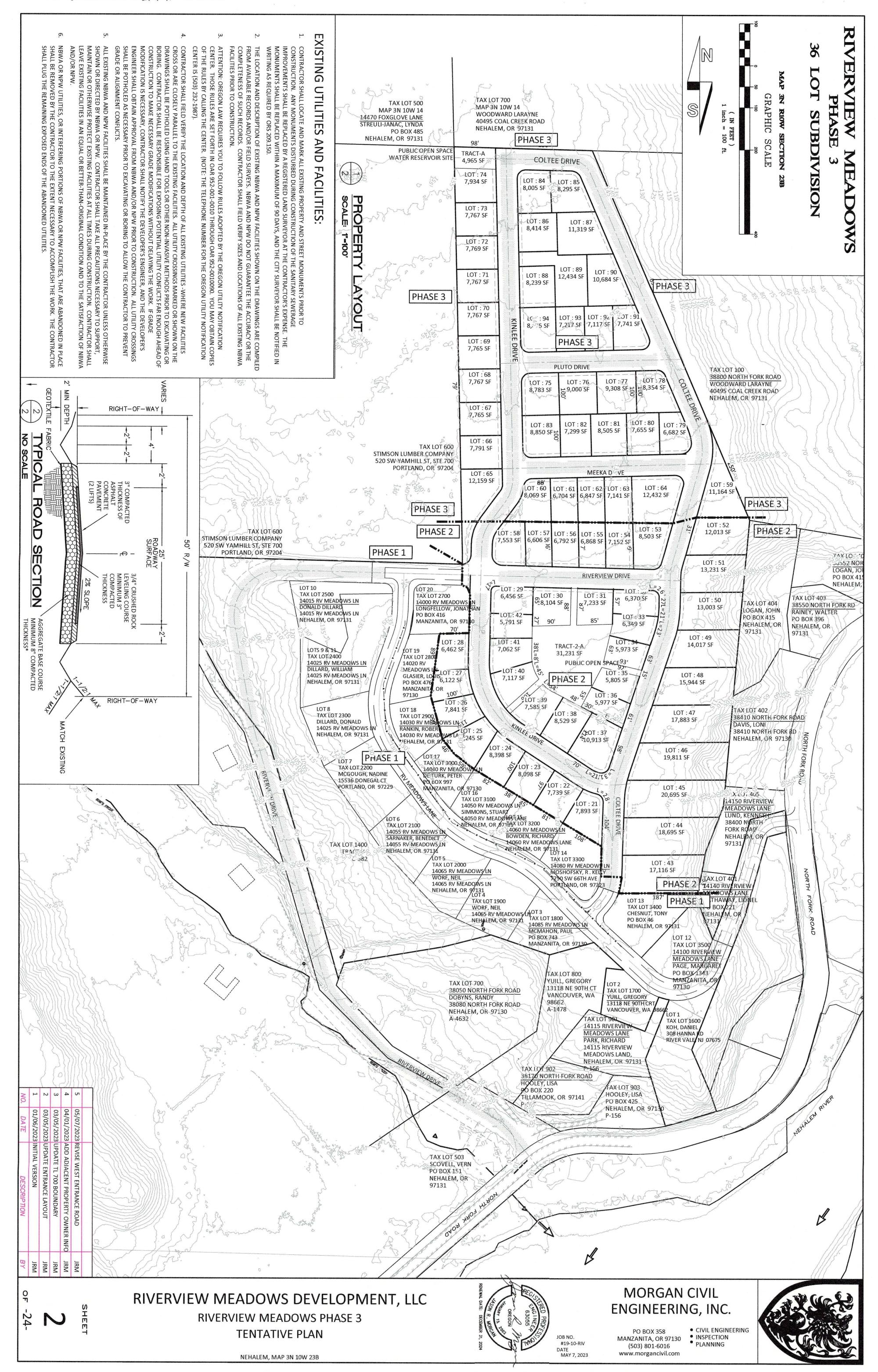
STAMPED "PLS 2351"; THENCE, SOUTH 15°53'25" WEST ALONG THE EAST LINE OF THAT TRACT OF LAND FOUND IN BOOK 345, PAGE 264, TILLAMOOK COUNTY DEED RECORDS, A DISTANCE OF 211.72 FEET TO A FOUND 5/8 INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "PLS 2351"; THENCE, SOUTH 21°22'37" WEST ALONG SAID EAST LINE, A DISTANCE OF 86.45 FEET TO A 5/8 INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "PLS 1205"; THENCE, NORTH 21°54'58" WEST ALONG THE WEST LINE OF SAID TRACT OF LAND FOUND IN BOOK 345, PAGE 264, A DISTANCE OF 103.87 FEET TO A FOUND 5/8 INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "PLS 2351"; THENCE, NORTH 11°34'37" EAST ALONG SAID WEST LINE, A DISTANCE OF 66.30 FEET TO A FOUND 5/8 INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "PLS 1205"; THENCE, NORTH 10°27'18" EAST ALONG SAID WEST LINE, A DISTANCE OF 45.08 FEET TO A FOUND 5/8 INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "PLS 1205"; THENCE, NORTH 21°10'46" EAST ALONG SAID WEST LINE, A DISTANCE OF 118.36 FEET TO A FOUND 5/8 INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "PLS 1205"; THENCE, NORTH 05°06'03" EAST ALONG THE WEST LINE OF THOSE TRACTS OF LAND FOUND IN BOOK 359, PAGE 431, TILLAMOOK COUNTY DEED RECORDS, AND BOOK 369, PAGE 459, TILLAMOOK COUNTY DEED RECORDS, A DISTANCE OF 681.37 FEET TO A FOUND 5/8 INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "PLS 2351"; THENCE, NORTH 23°06'19" WEST ALONG THE WEST LINE OF THAT TRACT OF LAND FOUND IN INSTRUMENT NUMBER 2000-388797, TILLAMOOK COUNTY DEED RECORDS, A DISTANCE OF 953.20 FEET TO A FOUND 5/8" IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "PLS 2351"; THENCE, NORTH 88°34'19" WEST ALONG THE SOUTH LINE OF SAID INSTRUMENT, ALSO BEING THE NORTH LINE OF SAID SECTION 23, A DISTANCE OF 328.04 FEET TO A 5/8 INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "HLB INC"; THENCE SOUTH 01°17'07" EAST ALONG THE EAST LINE OF THAT TRACT OF LAND FOUND IN BOOK 203, PAGE 253, TILLAMOOK COUNTY DEED RECORDS, A DISTANCE OF 990.84 FEET TO A 5/8 INCH IRON ROD WITH AN ILLEGIBLE YELLOW PLASTIC CAP; THENCE, NORTH 88°34'29" WEST ALONG THE SOUTH LINE OF SAID TRACT OF LAND FOUND IN BOOK 203, PAGE 253, A DISTANCE OF 714.57 FEET TO THE INITIAL POINT AND THE POINT OF BEGINNING.

SECTION CORNER 15 14 22 UTILITY LOCATE ONE CALL UTILITIES SERVICE PROVIDERS (1-800-332-2344) or (8-1-1) ENGINEER OWNER MORGAN CIVIL ENGINEERING, INC. ATTENTION: OREGON LAW REQUIRES YOU TO FOLLOW RULES ADOPTED BY **RIVERVIEW MEADOWS LLC** THE OREGON UTILITY NOTIFICATION CENTER. THOSE RULES ARE SET FORTH (503) 801-6016 ALEX REVERMAN IN OAR 952-001-0010 THROUGH OAR 952-001-0090. YOU MAY OBTAIN COPIES OF THE RULES BY CALLING THE CENTER. (NOTE: THE TELEPHONE NUMBER FOR THE OREGON UTILITY NOTIFICATION CENTER IS (503) ELECTRICITY 232-1987). WATER/ROADS CITY OF NEHALEM TILLAMOOK PUD PROJECT IS AT RIVERVIEW MEADOWS, IN NEHALEM. (503) 842-2535 (503) 368-5767 TAX LOT 3600, MAP 2N 10W 23B. SHEET INDEX CABLE TELEVISION SEWER L. COVER SHEET CHARTER COMMUNICATION SCOPE OF WORK NEHALEM BAY WASTEWATER AGENCY 1344 NORTHEAST HWY 101 PROPERTY LAYOUT (PHASES 2 & 3) ATTN: BRUCE HALVERSON LINCOLN CITY, OREGON 97367 NORTH AREA (PHASE 3) (503) 368-5125 (541) 994-3117 SOUTH AREA (PHASE 2) SEWER STORM SYSTEM CONCRETE MANHOLES 14 EA UTILITY LAYOUT 8"Ø PVC SEWER 4,280 LF **RIVERVIEW DRIVE-**DEVELOPMENT DENSITY 8"Ø CLEANOUT 1 EA RIVERVIEW DRIVE-2 SERVICE LATERAL ASSEMBLY 74 EA **RIVERVIEW DRIVE-3 GROSS DENSITY** NET DENSITY 10. RIVERVIEW DRIVE-4 EXISTING PROPERTY = 446,298 SF NEW LOTS = 36 LOTS WATER 11. RIVERVIEW DRIVE-5 = 10.25 ACRES WATER MAIN 7,500 LF 12. RIVERVIEW DRIVE-6 AREA OF LOTS = 304,682 GATE VALVE 25 EA 13. RIVERVIEW DRIVE-PROFILE NEW LOTS = 36 LOTS = 6.99 ACRES TEE 7 EA 14. COLTREE DRIVE-2 WATER SERVICE ASSEMBLY 74 EA 15. COLTREE DRIVE-3 DEVELOPMENT DENSITY = 0.28 LOTS/ACRE DEVELOPMENT DENSITY = 0.19 LOTS/ACRE 16. COLTREE DRIVE-4 STORM DRAINAGE 17. KINLEE DRIVE-3 18" CULVERT (±40 FT) 12 EA 18. KINLEE DRIVE-4 GRAPHIC SCALE 19. MEEKA DRIVE-1 20. MEEKA DRIVE-2 ROAD FABRIC 21,000 SY 21. PLUTO DRIVE BASE ROCK 5,000 CY 22. ROADWAY ALIGNMENTS LEVELING ROCK 1,700 CY 23. SEWER DETAILS (IN FEET) ASPHALT 4,000 TON 24. WATER DETAILS 1 inch = 100 ft. TAX LOT 600 **GENERAL NOTES:** STIMSON LUMBER COMPANY 520 SW YAMHILL ST, STE 700 PORTLAND, OR 97204 ALL WORK AND MATERIALS SHALL CONFORM TO THE REQUIREMENTS OF THE NEHALEM PUBLIC WORKS (NPW), THE NEHALEM BAY WASTEWATER AGENCY (NBWA) AND THE 2021 APWA STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION INCLUDING SUPPLEMENTS. IN THE EVENT OF A CONFLICT BETWEEN NBWA AND/OR NPW POLICIES AND REGULATIONS AND THE APWA STANDARD SPECIFICATIONS, THE MORE STRINGENT SHALL CONTROL UNLESS OTHERWISE DIRECTED BY NBWA OR NPW.

- 2. CONTRACTOR SHALL NOTIFY NBWA, NPW, CITY AND ALL UTILITY COMPANIES A MINIMUM OF 72 BUSINESS HOURS (3 BUSINESS DAYS) PRIOR TO THE START OF CONSTRUCTION OR RESUMING WORK AFTER SHUTDOWNS EXCEPT FOR NORMAL RESUMPTION OF WORK AFTER SUNDAYS OR HOLIDAYS. CONTRACTOR SHALL COMPLY WITH ALL REQUIREMENTS OF ORS 757.541 TO 757.571.
- 3. CONTRACTOR SHALL PERFORM ALL WORK NECESSARY TO COMPLETE THE PROJECT IN ACCORDANCE WITH THE APPROVED CONSTRUCTION DRAWINGS INCLUDING SUCH INCIDENTALS AS MAY BE NECESSARY TO MEET APPLICABLE AGENCY REQUIREMENTS AND PROVIDE A COMPLETED PROJECT
- 4. CONTRACTOR SHALL PROCURE A RIGHT-OF-WAY PERMIT FROM THE CITY OF NEHALEM FOR ALL WORK WITHIN THE CITY RIGHT-OF-WAY AND CONFORM TO ALL CONDITIONS OF THE PERMIT.
- 5. CONTRACTOR SHALL OBTAIN ALL REQUIRED PERMITS AND LICENSES PRIOR TO THE START OF CONSTRUCTION.
- 6. CONTRACTOR SHALL PROVIDE ALL BONDS AND INSURANCE REQUIRED BY PUBLIC OR PRIVATE AGENCIES HAVING JURISDICTION, INCLUDING NBWA AND NEHALEM.
- 7. UNLESS OTHERWISE APPROVED BY NBWA, CONSTRUCTION OF SANITARY SEWER IMPROVEMENTS SHALL BE DONE BETWEEN 7:00 A.M. AND 6:00 P.M., MONDAY THROUGH SATURDAY. WORK OUTSIDE THESE HOURS SHALL BE APPROVED IN WRITING BY NBWA PRIOR TO THE START OF CONSTRUCTION OUTSIDE NORMAL WORK HOURS.
- 8. ANY INSPECTION BY NBWA OR NPW SHALL NOT, IN ANY WAY, RELIEVE THE CONTRACTOR FROM ANY OBLIGATION TO PERFORM THE WORK IN STRICT COMPLIANCE WITH THE APPLICABLE CODES AND AGENCY REQUIREMENTS.
- 9. CONTRACTOR SHALL ERECT AND MAINTAIN BARRICADES, WARNING SIGNS, TRAFFIC CONES (AND ALL OTHER TRAFFIC CONTROL DEVICES REQUIRED) PER DISTRICT AND CITY REQUIREMENTS IN ACCORDANCE WITH THE CURRENT MUTCD (INCLUDING OREGON AMENDMENTS). ACCESS TO DRIVEWAYS SHALL BE MAINTAINED AT ALL TIMES. ALL TRAFFIC CONTROL MEASURES SHALL BE APPROVED AND IN PLACE PRIOR TO ANY CONSTRUCTION ACTIVITY.
- 10. THE CONTRACTOR SHALL MAINTAIN ONE COMPLETE SET OF APPROVED DRAWINGS ON THE CONSTRUCTION SITE AT ALL TIMES WHEREON HE WILL RECORD ANY APPROVED DEVIATIONS IN CONSTRUCTION FROM THE APPROVED DRAWINGS, AS WELL AS THE STATION LOCATIONS AND DEPTHS OF ALL EXISTING UTILITIES ENCOUNTERED. THESE FIELD RECORD DRAWINGS SHALL BE KEPT UP TO DATE AT ALL TIMES AND SHALL BE AVAILABLE FOR INSPECTION BY THE UTILITY DISTRICTS UPON REQUEST
- 11. SUBMITTALS SHALL BE PROVIDED BY THE CONTRACTOR TO NBWA AND NPW FOR REVIEW AND APPROVAL PRIOR TO CONSTRUCTION IN ACCORDANCE WITH NBWA AND NPW REQUIREMENTS.
- 12. THE CONTRACTOR SHALL SUBMIT A SUITABLE MAINTENANCE BOND PRIOR TO FINAL PAYMENT WHERE REQUIRED BY PUBLIC AND/OR PRIVATE AGENCIES HAVING JURISDICTION.



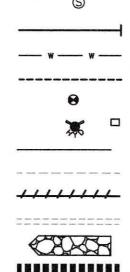
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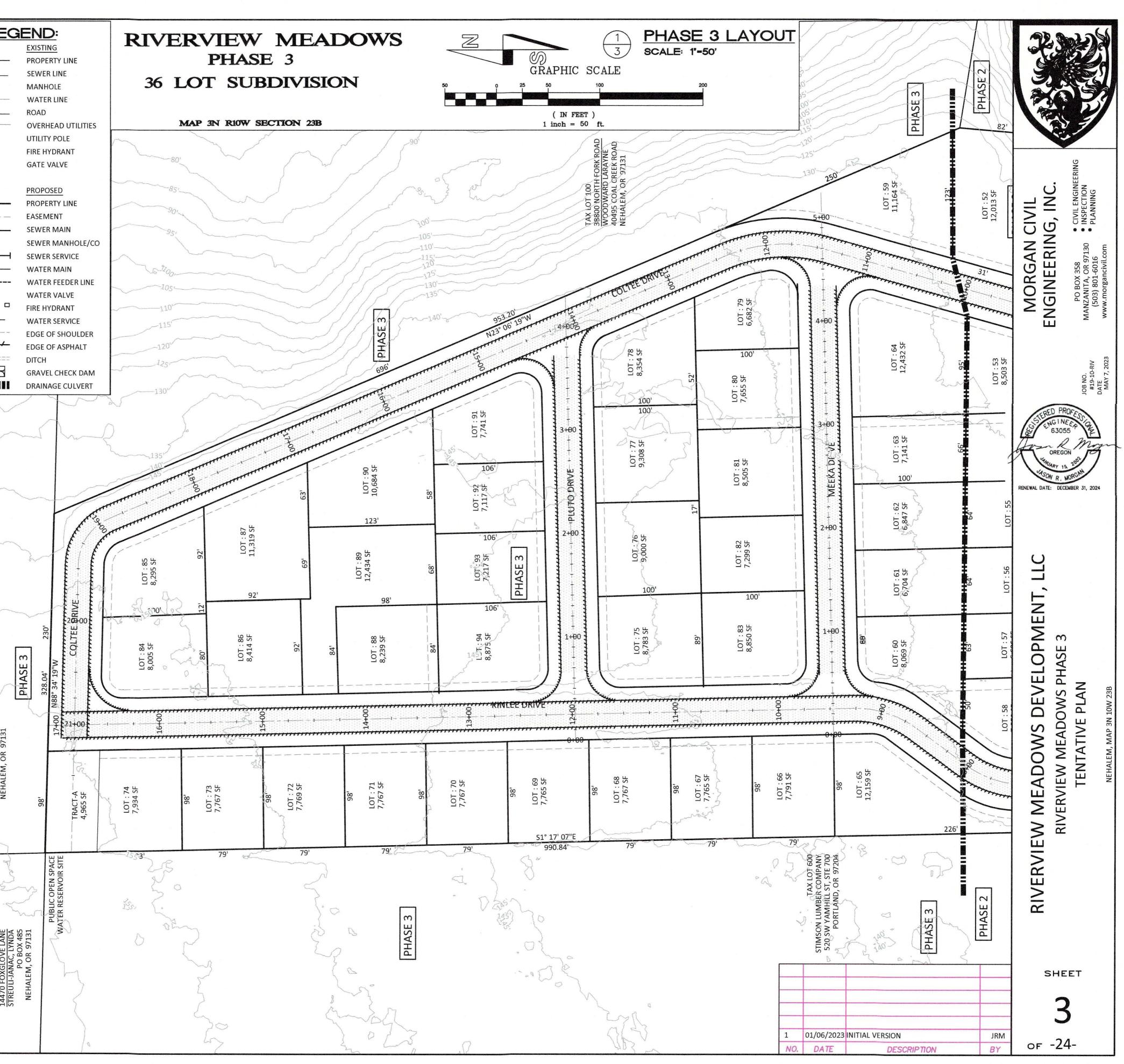


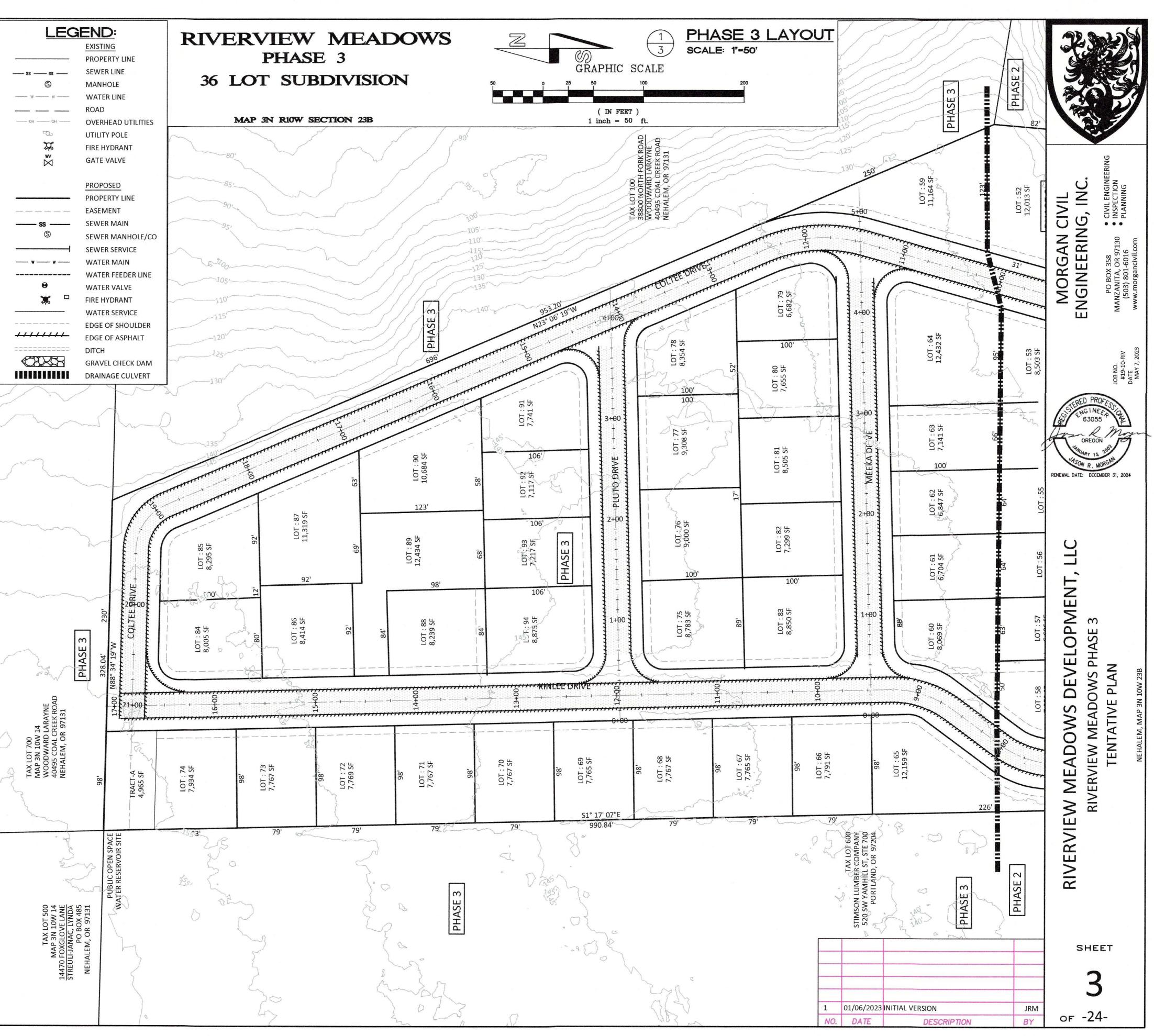
SANITARY SEWAGE FACILITIES:

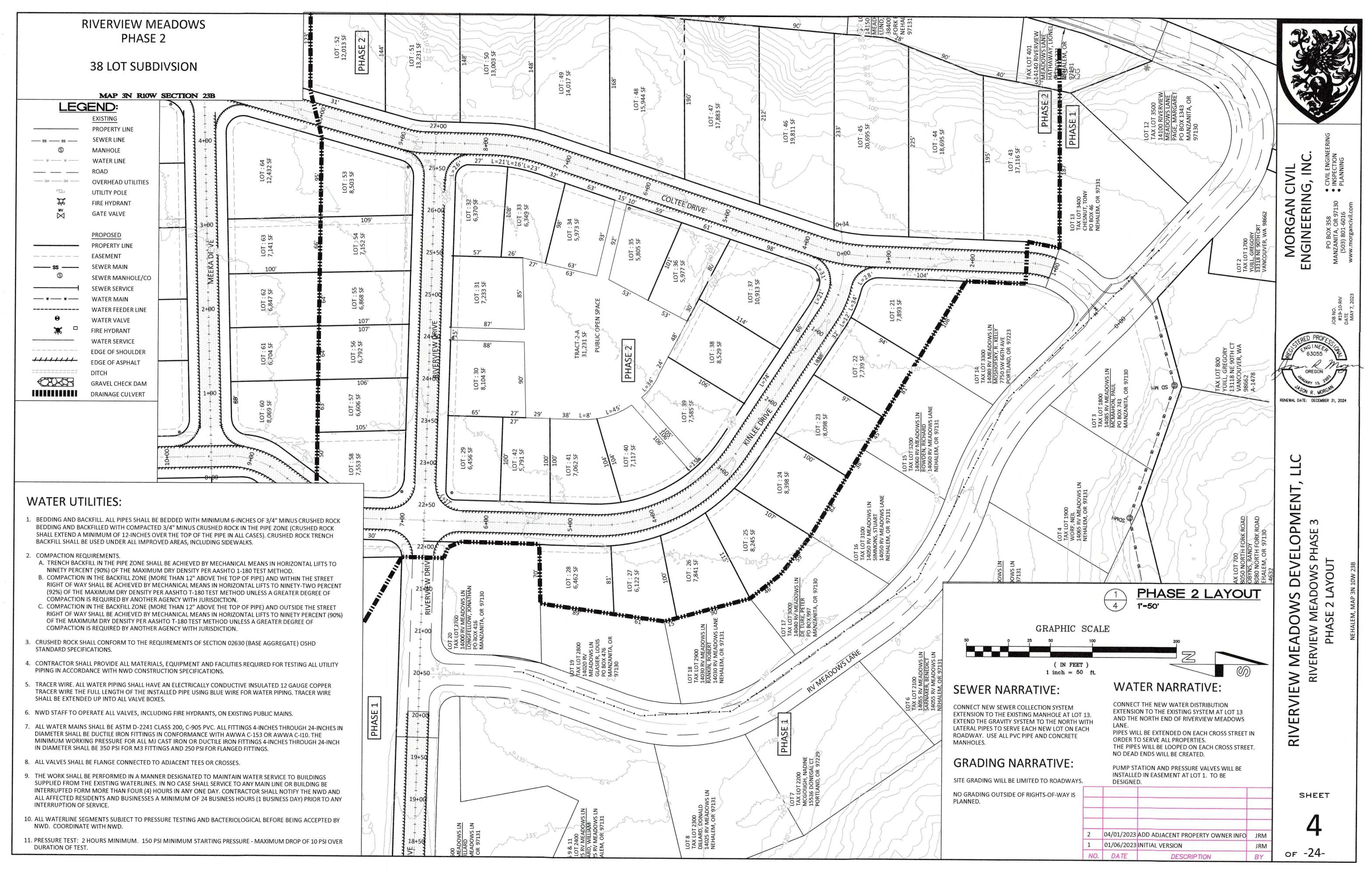
- UNLESS OTHERWISE NOTED, MATERIALS AND WORKMANSHIP FOR SANITARY SEWER SHALL CONFORM TO OSSC (ODOT/APWA) SPECIFICATIONS, 2021 EDITION.
- THE CONTRACTOR SHALL HAVE APPROPRIATE EQUIPMENT ON SITE TO PRODUCE A FIRM, SMOOTH, UNDISTURBED SUBGRADE AT THE TRENCH BOTTOM, TRUE TO GRADE. THE BOTTOM OF THE TRENCH EXCAVATION SHALL BE SHALL BE SMOOTH, FREE OF LOOSE MATERIALS OR TOOTH GROOVES FOR THE ENTIRE WIDTH OF THE TRENCH PRIOR TO PLACING THE GRANULAR BEDDING MATERIAL
- BEDDING AND BACKFILL. ALL SANITARY SEWER PIPES SHALL BE BEDDED WITH A MINIMUM OF 4-INCHES OF 3/4" MINUS CRUSHED ROCK BEDDING AND BACKFILLED WITH COMPACTED 3/4" MINUS CRUSHED ROCK IN THE PIPE ZONE (CRUSHED ROCK SHALL EXTEND A MINIMUM OF 12-INCHES OVER THE TOP OF THE PIPE IN ALL CASES). CRUSHED ROCK TRENCH BACKFILL SHALL BE USED UNDER ALL IMPROVED AREAS, INCLUDING SIDEWALKS.
- TRENCH BACKFILL IN THE PIPE ZONE SHALL BE ACHIEVED BY MECHANICAL MEANS IN HORIZONTAL LIFTS TO NINETY PERCENT (90%) OF THE MAXIMUM DRY DENSITY PER AASHTO T-180 TEST METHOD.
- COMPACTION IN THE BACKFILL ZONE (MORE THAN 12" ABOVE THE TOP OF PIPE) AND WITHIN THE STREET RIGHT OF WAY SHALL BE ACHIEVED BY MECHANICAL MEANS IN HORIZONTAL LIFTS TO NINETY-TWO PERCENT (92%) OF THE MAXIMUM DRY DENSITY PER AASHTO T-180 TEST METHOD UNLESS A GREATER DEGREE OF COMPACTION IS REQUIRED BY ANOTHER AGENCY WITH JURISDICTION.
- COMPACTION IN THE BACKFILL ZONE (MORE THAN 12" ABOVE THE TOP OF PIPE) AND OUTSIDE THE STREET RIGHT OF WAY SHALL BE ACHIEVED BY MECHANICAL MEANS IN HORIZONTAL LIFTS TO NINETY PERCENT (90%) OF THE MAXIMUM DRY DENSITY PER AASHTO T-180 TEST METHOD UNLESS A GREATER DEGREE OF COMPACTION IS REQUIRED BY ANOTHER AGENCY WITH JURISDICTION.
- CRUSHED ROCK SHALL CONFORM TO THE REQUIREMENTS OF OSSC (2021 ODOT/APWA) 02630.10 (DENSE GRADED BASE AGGREGATE).
- 8. ALL CITY OF NEHALEM PIPED FACILITIES ABANDONED IN PLACE SHALL HAVE ALL OPENINGS CLOSED WITH CONCRETE PLUGS WITH A MINIMUM LENGTH EQUAL TO TWO (2) TIMES THE DIAMETER OF THE ABANDONED PIPE.
- 9. THE END OF ALL UTILITY STUBS SHALL BE MARKED WITH A PAINTED 2x4, EXTENDING 2 FEET MINIMUM ABOVE FINISH GRADE, AND WIRED TO PIPE STUB (PAINTED WHITE FOR SANITARY SEWER). TYPE OF UTILITY (IE. SEWER) AND DEPTH BELOW GRADE TO PIPE INVERT SHALL BE CLEARLY & PERMANENTLY LABELED ON THE MARKER POST.
- 10. NO TRENCHES IN ROADS OR DRIVEWAYS SHALL BE LEFT IN AN OPEN CONDITION OVERNIGHT. ALL SUCH TRENCHES SHALL BE CLOSED BEFORE THE END OF EACH WORK DAY AND NORMAL TRAFFIC FLOWS RESTORED.
- 11. SANITARY SEWER & WATERLINE CROSSINGS. WHERE SANITARY SEWER LINES CROSS ABOVE OR WITHIN 18-INCHES OF VERTICAL SEPARATION BELOW A WATERLINE, SEWER MAINS AND/OR LATERALS SHALL BE REPLACED WITH DUCTILE IRON PIPE AT THE CROSSING. CENTER ONE FULL LENGTH OF CLASS 50 DUCTILE IRON PIPE CONFORMING TO AWWA C-151 AND C-104 AT POINT OF CROSSING. CONNECT TO EXISTING SEWER LINES WITH APPROVED RUBBER COUPLINGS.
- 12. PER DEQ REQUIREMENTS, DEVELOPER/CONTRACTOR SHALL HAVE SANITARY SEWERAGE FACILITIES INSPECTED, TESTED PER APWA PROCEDURES AND CERTIFIED BY A LICENSED ENGINEER.
- 13. UNLESS OTHERWISE SPECIFIED, SANITARY SEWER PIPE SHALL BE PVC IN CONFORMANCE WITH ASTM D3034, SDR 35. MINIMUM STIFFNESS SHALL BE 46 PSI PER ASTM D-2412 AND JOINT TYPE SHALL BE ELASTOMERIC GASKET CONFORMING TO ASTM D-3212. ALL OTHER APPURTENANCES AND INSTALLATION SHALL CONFORM TO CITY OF NEHALEM REQUIREMENTS.
- 14. SANITARY SEWER MANHOLES SHALL HAVE PRECAST BASE SECTIONS OF MONOLITHIC CONSTRUCTION AND SHALL BE MANUFACTURED SUCH THAT THE BASE SECTION IS INTEGRAL WITH THE BASE SLAB. THE MINIMUM BASE THICKNESS SHALL BE 6-INCHES. MANHOLE BASES SHALL HAVE CORE DRILLED OPENINGS AND FLEXIBLE MANHOLE TO PIPE CONNECTORS FOR THE CONNECTIONS TO PIPE STUB OUTS. FLEXIBLE JOINTS FOR PIPE OPENINGS SHALL BE "RES-SEAL" AS MANUFACTURED BY PRICE BROTHERS CO., "KOR-N-SEAL" AS MANUFACTURED BY NATIONAL POLLUTION CONTROL SYSTEMS, INC. OR CITY OF NEHALEM APPROVED EQUAL.
- 15. MANHOLE PRECAST SECTIONS SHALL MEET OR EXCEED ASTM C-478 AND SHALL HAVE WATERTIGHT 0-RING OR MASTIC KEYLOCK JOINT.
- 16. MANHOLES SHALL BE INSTALLED WITH STEPS. STEPS TO BE FACTORY INSTALLED POLYPROPYLENE PLASTIC WITH GRADE 60 REINFORCING ROD.
- 17. FLAT TOP MANHOLES SHALL BE USED FOR ALL MANHOLES LESS THAN 6 FEET RIM TO INVERT.
- 18. OPENINGS FOR CONNECTIONS TO EXISTING MANHOLES SHALL BE MADE BY CORE-DRILLING THE EXISTING MANHOLE STRUCTURE AND INSTALLING A RUBBER BOOT. CONNECTIONS TO BE WATERTIGHT AND SHALL PROVIDE A SMOOTH FLOW INTO AND THROUGH THE MANHOLE. SMALL CHIPPING HAMMERS OR SIMILAR LIGHT TOOLS WHICH WILL NOT DAMAGE OR CRACK THE MANHOLE BASE MAY BE USED TO SHAPE CHANNELS. USE OF LARGE PNEUMATIC JACKHAMMERS SHALL BE PROHIBITED. UNLESS OTHERWISE APPROVED IN WRITING BY THE DISTRICT ENGINEER, MANHOLE STEPS SHALL BE INSTALLED IN ANY MANHOLE TAPPED WHICH DOES NOT HAVE EXISTING STEPS.
- SANITARY SEWER TESTING. SANITARY SEWERS AND RELATED APPURTENANCES SHALL BE TESTED IN ACCORDANCE WITH THE OSSC (ODOT/APWA) SPECIFICATIONS, 2021 EDITION UNLESS OTHERWISE REQUIRED BY CITY OF NEHALEM. THE COST OF ALL TESTING AND ANY CORRECTIVE WORK ARE THE RESPONSIBILITY OF THE DEVELOPER.
- 20. SANITARY PIPE CLEANING. PRIOR TO MANDREL OR AIR TESTING, FLUSH AND CLEAN ALL SEWERS TO REMOVE ALL FOREIGN MATERIALS FROM MAINLINES AND MANHOLES. FAILURE TO CLEAN ALL DIRT AND DEBRIS FROM PIPELINES PRIOR TO TV INSPECTION WILL RESULT IN THE NEED TO RE-CLEAN AND RE-TV THE LINES.
- 21. SEWER PIPE AIR TESTING. CONFORM TO OSSC (ODOT/APWA) 00455.72.C AND THE PROCEDURE LISTED ON THE TEST FORM IN PWDS APPENDIX A, ALL SANITARY SEWER MAINS, SERVICES AND APPURTENANCES SHALL BE TESTED FOR LEAKAGE. LEAKAGE TESTS SHALL INCLUDE AN AIR TEST OF ALL SEWER MAINS AND LATERALS PRIOR TO PAVING, AND A SEPARATE AIR TEST OF ALL SEWER MAINS AND LATERALS FOLLOWING EXCAVATION AND BACKFILLING OF ANY FRANCHISE UTILITY TRENCHES OR OTHER UTILITY WORK THAT CROSSES SANITARY SEWER LATERALS.
- 22. SEWER PIPE DEFLECTION TESTING. CONFORM TO OSSC (ODOT/APWA) 00445.73. CONTRACTOR SHALL CONDUCT DEFLECTION TEST OF FLEXIBLE SANITARY SEWER PIPES BY PULLING AN APPROVED MANDREL THROUGH ALL COMPLETED SEWER MAINS FOLLOWING TRENCH COMPACTION. THE DIAMETER OF THE MANDREL SHALL BE 95% OF THE INITIAL PIPE DIAMETER.
- 23. TV INSPECTION OF SANITARY SEWERS. UPON COMPLETION OF ALL SEWER CONSTRUCTION, TESTING AND REPAIR, THE CONTRACTOR SHALL CONDUCT A COLOR TV ACCEPTANCE INSPECTION OF ALL MAINLINES IN ACCORDANCE WITH OSSC (ODOT/APWA) 445.74 TO DETERMINE COMPLIANCE WITH GRADE REQUIREMENTS OF OSSC (ODOT/APWA) 445.40.B. THE TV INSPECTION SHALL BE CONDUCTED BY AN APPROVED TECHNICAL SERVICE WHICH IS EQUIPPED TO MAKE AUDIO-VISUAL RECORDINGS OF THE TV INSPECTIONS ON DVD (VHS VIDEO TAPE ACCEPTABLE ONLY UPON PRIOR WRITTEN APPROVAL BY CITY OF NEHALEM). UNLESS OTHERWISE APPROVED IN WRITING BY THE DISTRICT ENGINEER, A STANDARD 1-INCH DIAMETER BALL SHALL BE SUSPENDED IN FRONT OF THE CAMERA DURING THE INSPECTION TO DETERMINE THE DEPTH OF ANY STANDING WATER. SUFFICIENT WATER TO REVEAL LOW AREAS OR REVERSE GRADES SHALL BE DISCHARGED INTO THE PIPE IMMEDIATELY PRIOR TO INITIATION OF THE TV INSPECTION. THE DVD AND WRITTEN REPORT SHALL BE DELIVERED TO THE DISTRICT ENGINEER.
- 24. MANHOLE TESTING. CONFORM TO SECTION OSSC (ODOT/APWA) 00471.B OR CITY OF NEHALEM APPROVED VACUUM TEST PROCEDURE. ALL MANHOLES SHALL BE VACUUM TESTED FOLLOWING COMPLETION OF PAVING OR FINAL SURFACE RESTORATION.
- 25. RE-INSPECTION OF THE SANITARY SEWER SYSTEM USING TV INSPECTION PLUS ANY OR ALL OF THE ABOVE TEST METHODS SHALL BE PERFORMED AS REQUIRED BY CITY OF NEHALEM NEAR THE COMPLETION OF THE 18 MONTH WARRANTY PERIOD. THE RESULTS OF THESE TEST(S) WILL BE USED BY CITY OF NEHALEM TO DETERMINE IF FINAL ACCEPTANCE OF THE SYSTEM IS WARRANTED AND WHAT CORRECTIVE WORK IS REQUIRED PRIOR TO FINAL ACCEPTANCE. THE COST OF THESE RE-INSPECTIONS AND ANY CORRECTIVE WORK ARE THE RESPONSIBILITY OF THE DEVELOPER.
- 26. PRIOR TO OR CONCURRENT WITH CONNECTION TO A SANITARY SEWER LATERAL, IT SHALL BE DEMONSTRATED TO THE DISTRICT THAT THE SEWER LATERAL IS NOT OBSTRUCTED. THIS SHALL BE ACCOMPLISHED BY "SNAKING" THE SERVICE LATERAL DOWNSTREAM OF THE CONNECTION POINT TO THE MAINLINE, OR SIMILAR METHOD ACCEPTABLE TO THE DISTRICT. DISTRICT PERSONNEL OR AUTHORIZED AGENT SHALL BE PRESENT DURING THE "SNAKING" OR OTHER DEMONSTRATION METHOD.
- 27. THE CONTRACTOR SHALL BE RESPONSIBLE TO ENSURE THAT ALL REQUIRED OR NECESSARY INSPECTIONS ARE COMPLETED BY AUTHORIZED INSPECTORS PRIOR TO PROCEEDING WITH SUBSEQUENT WORK WHICH COVERS OR THAT IS DEPENDENT ON THE WORK TO BE INSPECTED. FAILURE TO OBTAIN NECESSARY INSPECTION(S) AND APPROVAL(S) SHALL RESULT IN THE CONTRACTOR BEING FULLY RESPONSIBLE FOR ALL PROBLEMS AND/OR CORRECTIVE MEASURES ARISING FROM UNINSPECTED WORK.



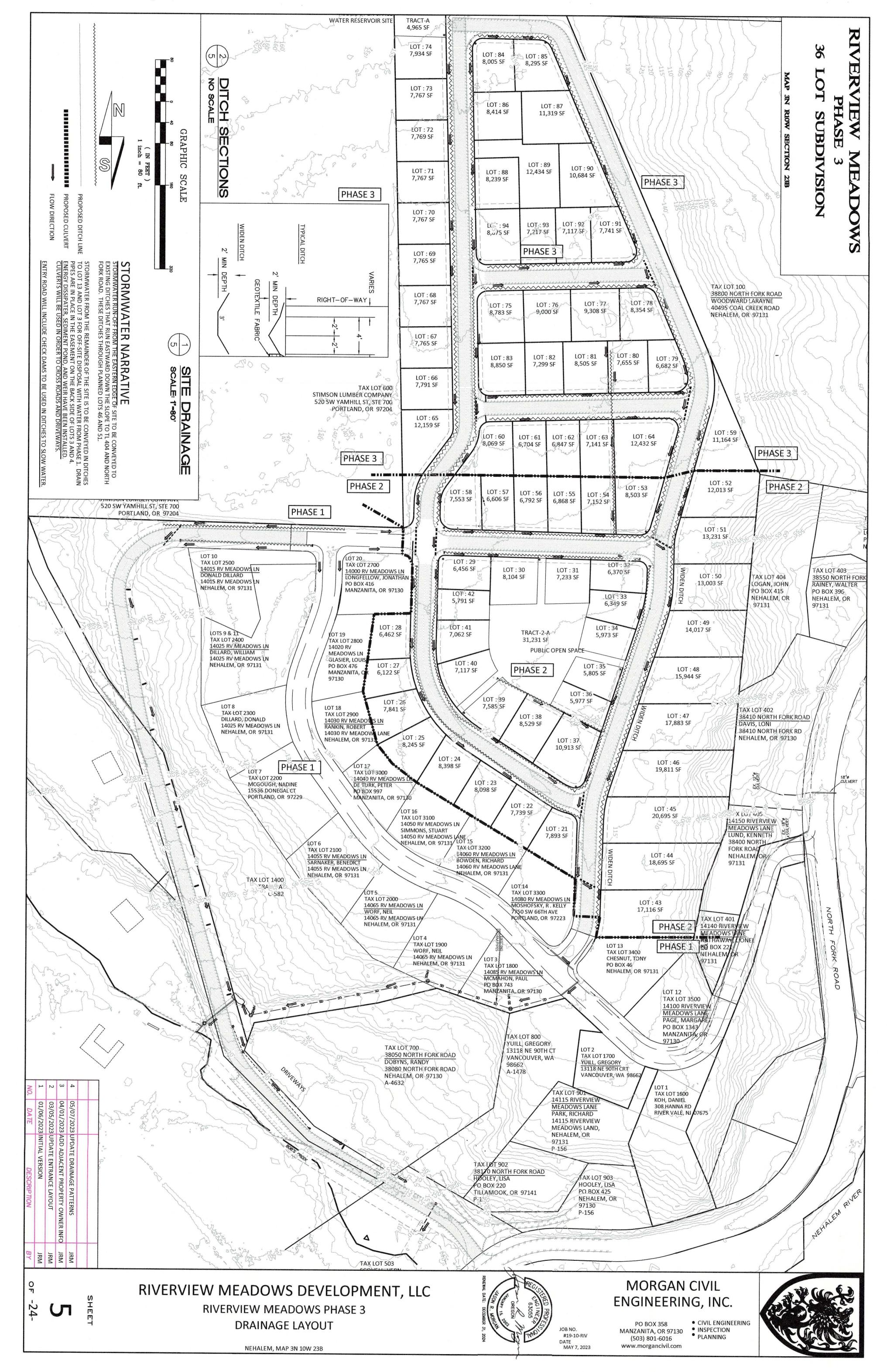




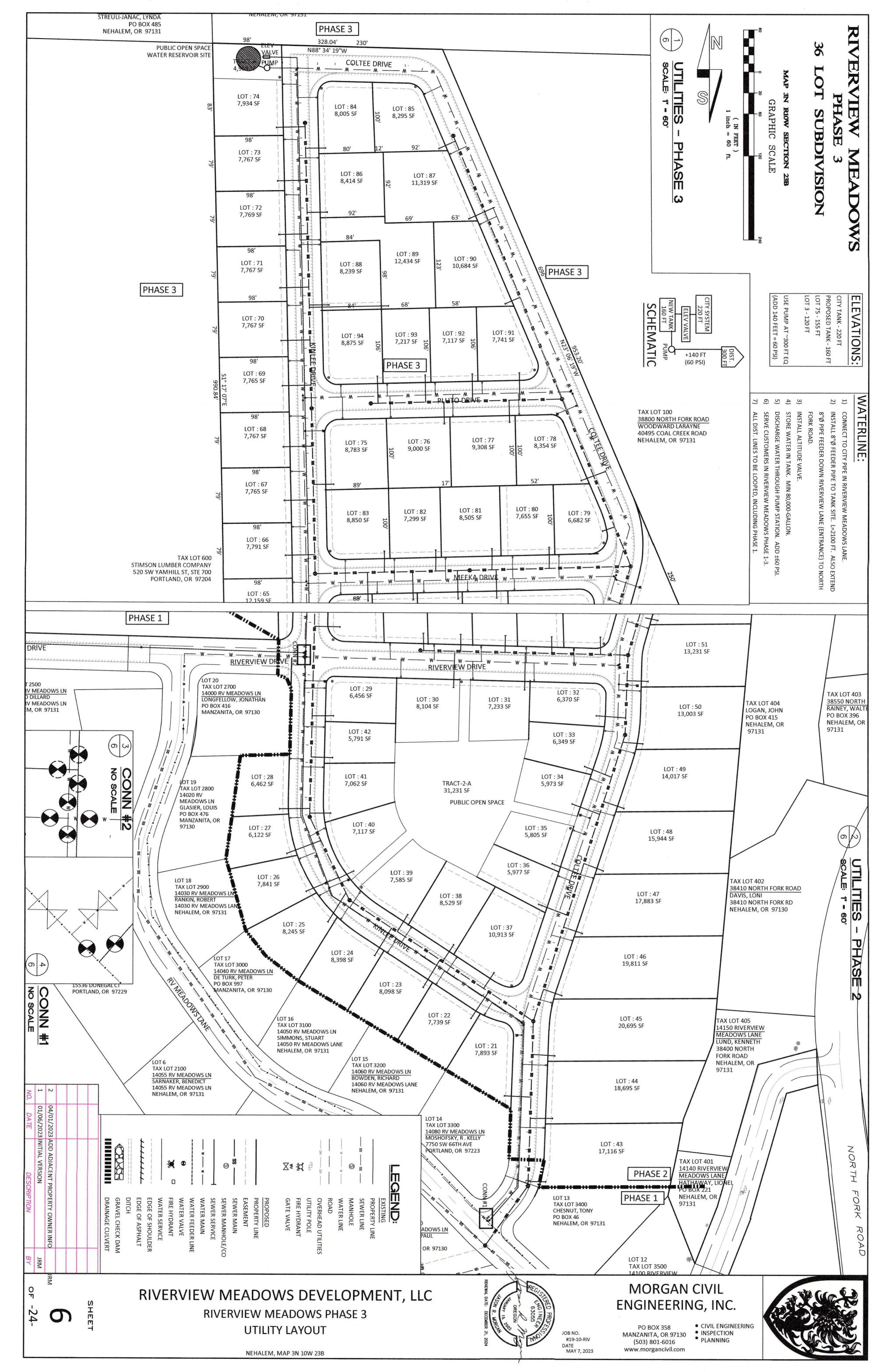


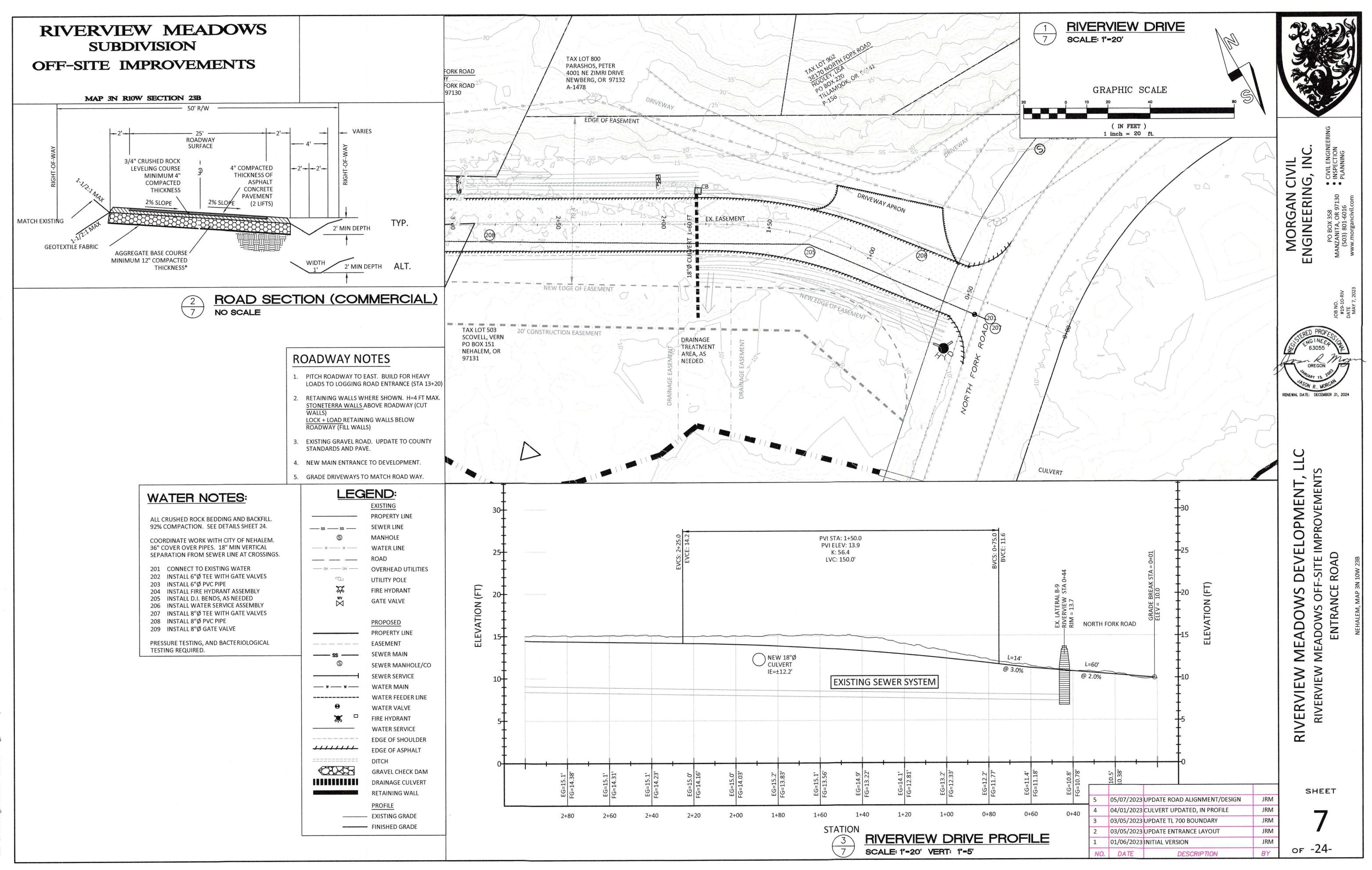


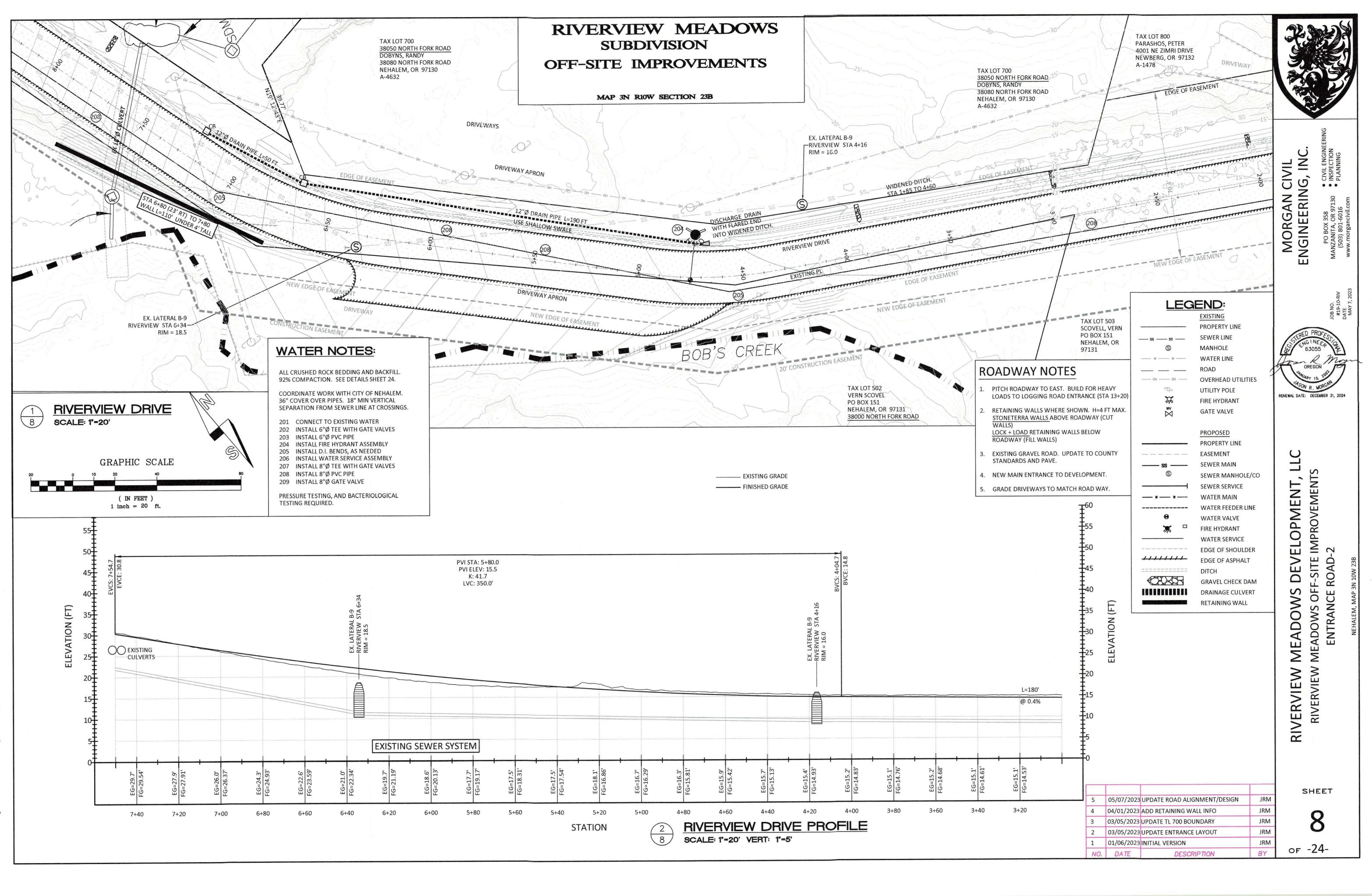
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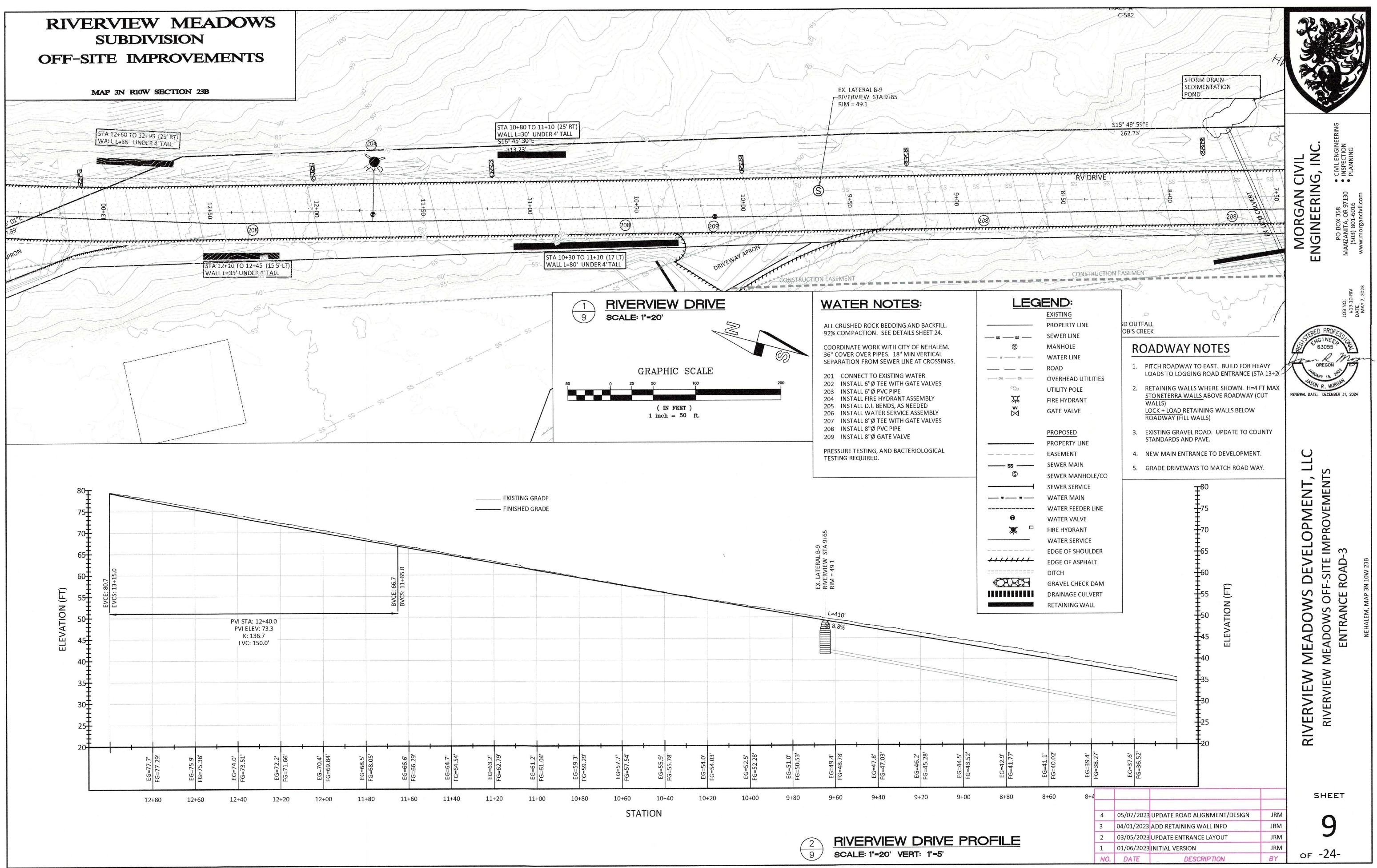


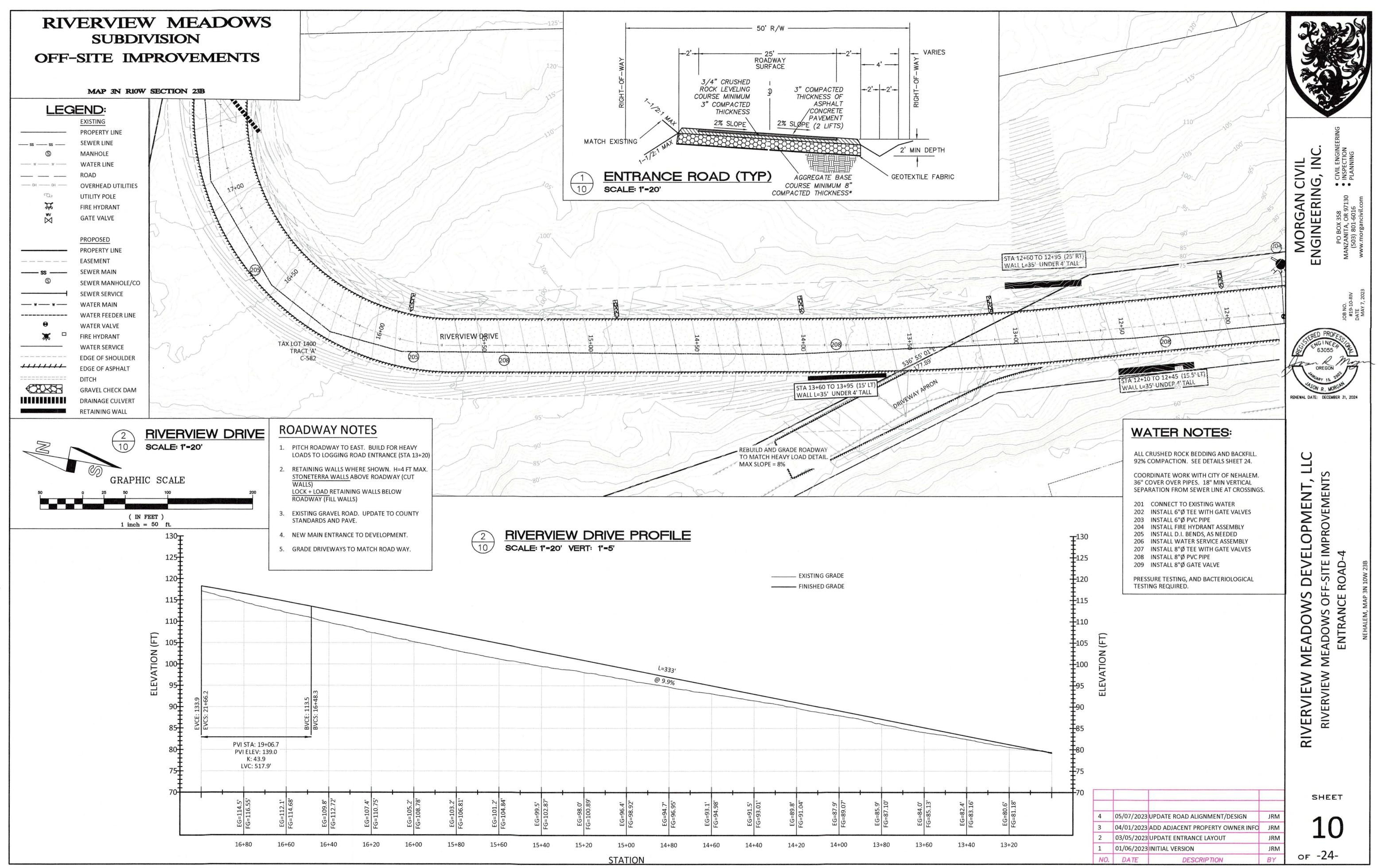


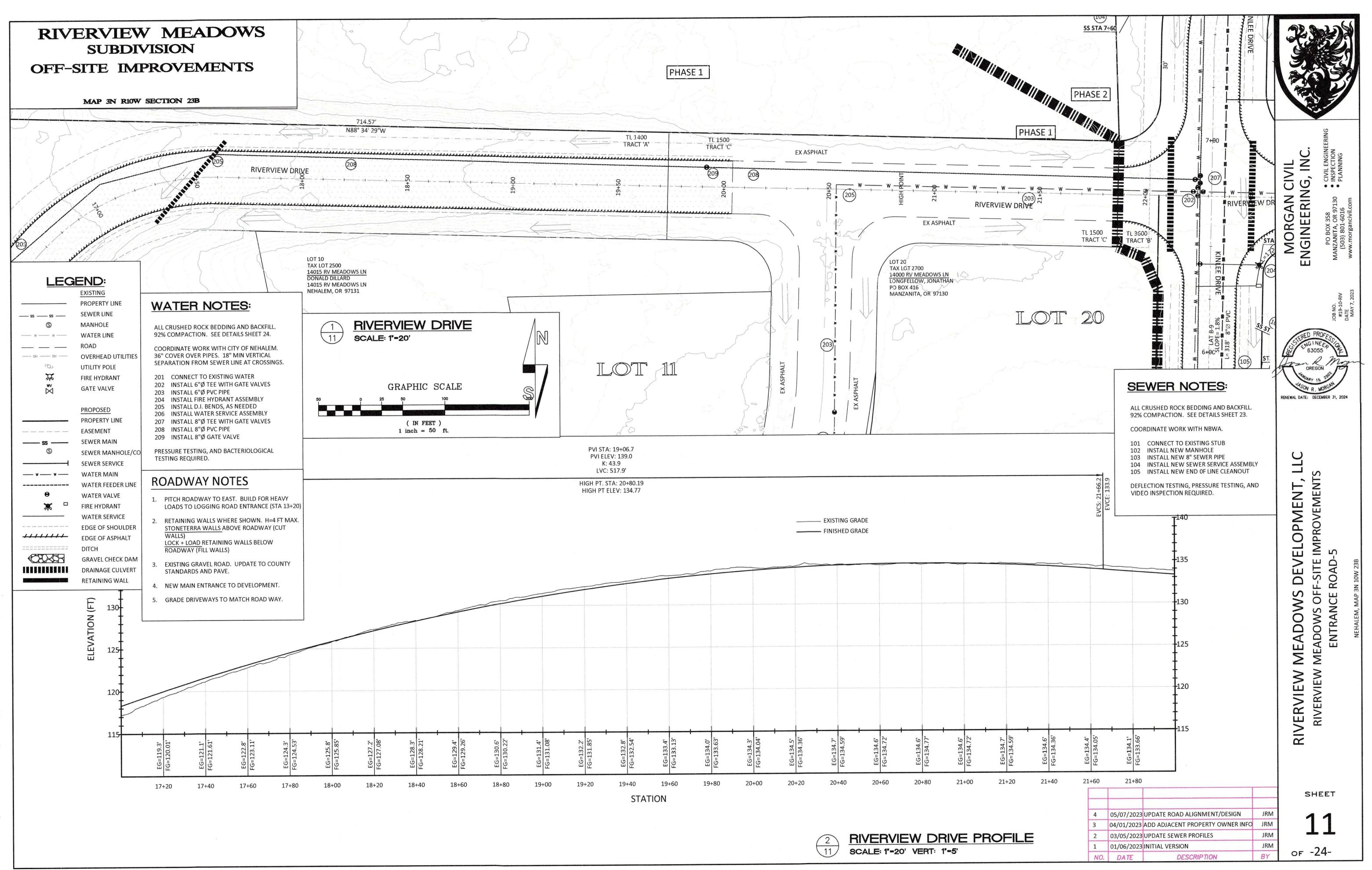




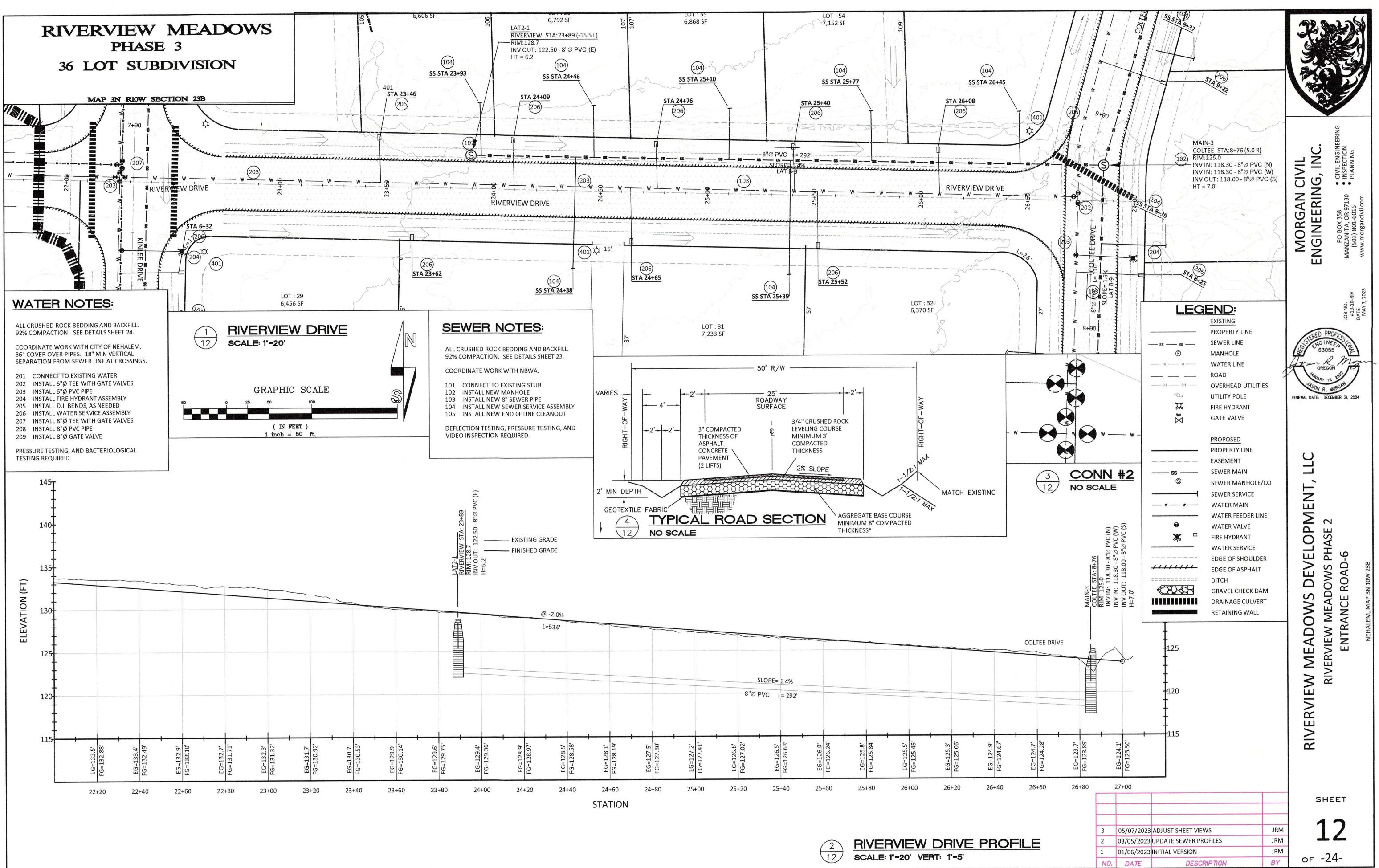




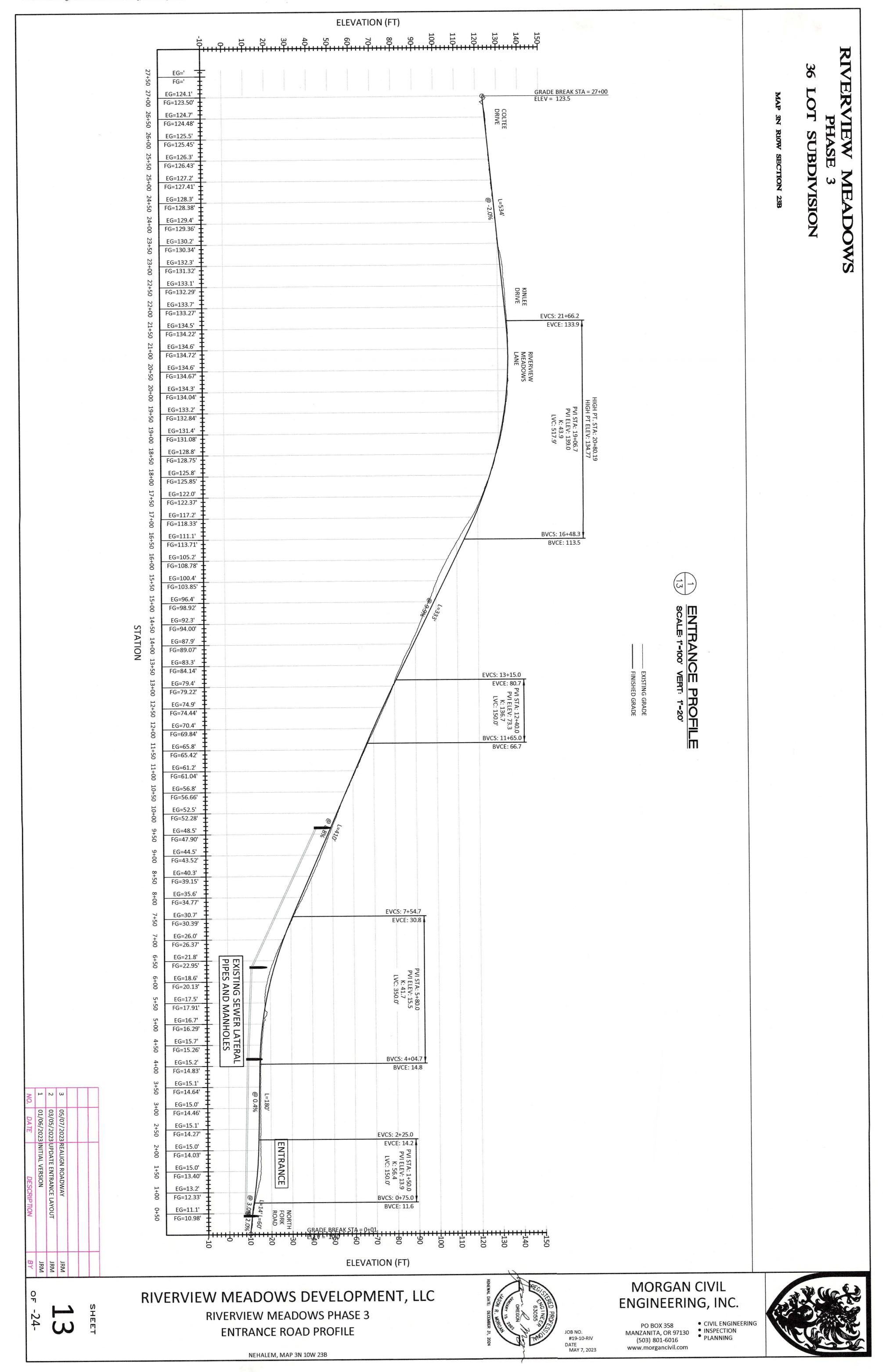




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