Agenda

Shady Cove Planning Commission Public Hearings
Thursday, January 27, 2022
6:00 PM

https://us02web.zoom.us/j/85397331433?pwd=N0tnOWpSV0xZd3lieHhtcDJuOHdvUT09

Meeting ID: 853 9733 1433
Passcode: 212981
One tap mobile
+16699006833,,85397331433#,,,,*212981# US (San Jose)
+12532158782,,85397331433#,,,,*212981# US (Tacoma)

I. Call to Order

A. Roll call.
B. Announcements by Presiding Officer.

1. This meeting is being digitally recorded.
2. The next regularly scheduled meeting of the Planning Commission will be held on February 27 at 6:00 PM both in Council Chambers and via Zoom.
3. The meeting date is subject to change

II. Public Hearings

A) Public Hearing to Consider a Site Design Review located at 21907 Hwy 62

Open Public Hearing.

A Public Hearing to accept public testimony and consider approval of a Site Design Review Application to allow a retail smoke shop. The property is located at 21907 Hwy 62, Shady Cove, Oregon. Assessor's Map and Tax Lot: 34-1W-15BC, 1801. Zoning is General Commercial, GC). Owner: Eryk Hanson Applicant: Mukesh Sharma. File Number: SD 21-03.

1. Read Public Hearing Opening Statement.
2. If you would like to speak before the Commission, please email ahead of time djermain@shadycove.org, sign sheet on the table or via Zoom raise your hand.
3. Jurisdiction Question.
4. Conflict of Interest.
5. Ex Parté Contact.
6. Site Visit.
7. Staff Comments. (Nolan)
8. Applicants' Testimony/Proponents Testimony/Commission Questions

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the Planning Department at (541) 878-2225. Notification 72 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to the meeting (28 CFR 35.102-35.104 ADA Title II).

9. Opponents' Testimony/Commission Questions.
10. Rebuttal.
11. Final Staff Comments.
12. Close/Continue Hearing.
13. Deliberations/Discussion/Decision.

B) Public Hearing to consider a 17-lot subdivision modification on three parcels totaling 5.71 acres.

Open Public Hearing.

A Public Hearing to accept public testimony and consider approval to modify a recently approved Subdivision creating a two phase 17-lot subdivision on three parcels totaling 5.71 acres located on Cleveland Street right-of-way. The tentative subdivision proposes extensions of Cleveland Street and Chevney Way as well as a new private street off of Chevney Way. Said parcels are legally described as 34-1W-09DA Tax Lot 1200 & 34-1W-10CB Tax Lots 2900 & 2901. Zoning is R-1-10, Low Density Residential.
Owners: Mike, Bonnie, Casey, and Mary Malepsy. Applicant: Mike Malepsy
File Number: SUB 21-01

1. Read Public Hearing Open Statement.
2. If you would like to speak before the Commission, please email ahead of time djermain@shadycove.org, sign sheet on the table or via Zoom raise your hand.
3. Jurisdiction Question.
4. Conflict of Interest.
5. Ex Parté Contact.
6. Site Visit.
7. Staff Comments. (Nolan)
8. Applicants' Testimony/Proponents Testimony/Commission Questions
9. Opponents' Testimony/Commission Questions.
10. Rebuttal.
11. Final Staff Comments.
12. Close/Continue Hearing.
13. Deliberations/Discussion/Decision

III. New Business

A. Discussion Item – Conditional Use Permit Follow-up

IV. Old Business

A. Discussion Item – Street Evaluation

V. Department Reports

A. Planning Technician Report

VI. Public Comment

VII. Commissioner Comments

VIII. Adjournment

CITY OF SHADY COVE PLANNING COMMISSION PACKET
PLANNING FILE NO. SD 21-03
REQUEST FOR A SITE DESIGN REVIEW
21907 HWY 62, SHADY COVE OREGON

PUBLIC HEARING: THURSDAY JANUARY 27, 2022, 6:00 P.M.

CITY OF SHADY COVE
SITE DESIGN REVIEW STAFF REPORT
FILE: SD 21-03

OWNER: **Eryk Hanson**
3250 Balsum Way
Medford, OR 97504

APPLICANT: **Mukesh Sharma**
1024 Court St. Ste B
Medford, OR 97501

PROPERTY DESCRIPTION: T 34 S, RANGE 1 W, SECTION 15BC, TAX LOT 1801

ADDRESS: 21907 Highway 62

APPLICATION: Site Design Review to authorize a change of use at an existing developed commercial site. Previous uses included a bar and associated parking. The building is currently vacant. The proposed use is a retail smoke shop (not a marijuana business).

I. PROPERTY CHARACTERISTICS

A. **Access**: Highway 62
B. **Zoning**: Commercial (GC)
C. **Acres**: .24 acres
D. **Current Land Use:** The property contains a commercial 2,718 square foot building built in 1950 and used historically as a bar.
E. **Surrounding Land Uses:**
North: Developed Commercial lots (Laundromat, Nail Salon, former car wash)
West: Developed Commercial lot (Security equipment company)
South: Developed Commercial lot (Vacant, former hotdog restaurant)
East: Hwy 62, Developed Commercial lot (Riverfront Lodgings)

II. APPLICABLE CRITERIA § 154.315

The review authority shall make written findings with respect to all of the following criteria when approving, approving with conditions or denying an application:

(A) The application is complete, as determined in accordance with §§ 154.314 and 154.375 through 154.382;

(B) The application complies with all of the applicable provisions of the underlying land use district, including building and yard setbacks, lot area and dimensions, density and floor area, lot coverage, building height, building orientation, architecture and other special standards as may be required for certain land uses;

(C) The applicant shall be required to upgrade any existing development that does not comply with the applicable land use district standards, in conformance with §§ 154.270 through 154.276;

(D) The application complies with the design standards contained in Chapter 95;

(E) Conditions required as part of a land division, conditional use permit, master planned development, specific area plan or other approval shall be met; and

(F) Exceptions to criteria above may be granted only when approved as a variance.

III. FINDINGS

(A) **The application is complete, as determined in accordance with §§ 154.314 and 154.375 through 154.382;**

The application includes the required elements to be deemed complete.

(B) **The application complies with all of the applicable provisions of the underlying land use district, including building and yard setbacks, lot area and dimensions, density and floor area, lot coverage, building height, building orientation, architecture and other special standards as may be required for certain land uses;**

The property is zoned GC. All base zone standards are met with the current development.

The proposed use of retail store use is allowed in the General Commercial zone. Any repainting or residing of the structure should comply with the City of Shady Cove approved commercial paint pallet. The applicant shall also comply with all RVSS requirements.

(C) **The applicant shall be required to upgrade any existing development that does not comply with the applicable land use district standards, in conformance with §§ 154.270 through 154.276;**

The existing developed property is in compliance. No nonconforming uses or structures exist on site.

(D) **The application complies with the design standards contained in Chapter 95.**

The subject site fronts Highway 62 a State Highway, any alterations to the access or frontage improvements will be approved and administered by ODOT.

(E) **Conditions required as part of a land division, conditional use permit, master planned development, specific area plan or other approval shall be met; and**

No land division, conditional use permit, master planned development, or specific area plan affects the subject site.

(F) **Exceptions to criteria, above may be granted only when approved as a variance.**

No variances are proposed.

III. Conclusion:

The proposed retail store complies with the criteria and standards in the Shady Cove Code of Ordinances Chapter 154.

IV. Recommendation:

Based on the criteria and findings the City Planner recommends the Planning Commission approve the application with the following conditions:

V. Conditions of Approval:

The application to allow the new use of retail store is approved, subject to the following conditions:

A. The following shall be accomplished before the retail store is opened for business.

1. Applicant to comply with City of Shady Cove Business License requirements.

2. Applicant to comply with Jackson County Change of Occupancy Permit. Applicant to provide a statement from Jackson County Development Services that proposed use complies with all building department requirements.

B. The following shall be accomplished within four months of opening.

1. Landscaping along the Highway 62 frontage shall be installed in compliance with the landscape Ordinance of the City of Shady Cove.

2. Re-siding of the store front shall be completed and shall utilize an approved color from the approved color palette of the City of Shady Cove.

C. The following shall be maintained throughout the operation of the business.

1. At least 8 parking spaces shall be maintained in accordance with Section 154.337.

2. Development shall be consistent with the site plan or as modified by conditions of approval. Changes to the building; plumbing, electrical or mechanical equipment may require permits; call the City before you start work to inquire about permitting requirements.

3. All uses must comply with all applicable state and federal environmental, health and safety regulations.

4. Signs require a permit; apply to City if any signs are to be erected, or altered.

City of Shady Cove

By this 28th day of December, 2021
Ryan Nolan, Planner

CITY OF SHADY COVE
SITE DESIGN REVIEW
APPLICATION

OFFICE USE:

Application No. SD 21-03 Received By D. Jermain Date 12/27/21

Amount Paid $450.00 Receipt No 27230 Hearing Date 1-27-22

TO BE COMPLETED BY APPLICANT:

Name of Property Owner(s): ERYK L HANSON

Property Street Address: 21907 HIGHWAY 62

Between CHAPARRAL DRIVE and ROGUE RIVER DRIVE streets.

County Assessor's Map & Tax Lot Number: 341W15BC & 1801

Current Zoning: COMMERCIAL Adjacent Zoning: COMMERCIAL

MATERIALS REQUIRED **(Application must include all required supplemental materials and application form at the time of filing.)**

1) **Attach 2 copies of property plat map.**
2) **Attach 2 copies of a plot plan indicating the existing property lines and the proposed use.**
3) **Attach a metes and bounds description of the property.**

Any person(s) or developer who proposes any dedication to the City shall enter into a bonding agreement with the City of Shady Cove prior to site plan review by the Planning Commission, or recordation of plat with Jackson County.

CERTIFICATION

I hereby certify that the information given above and attached hereto is true and correct, that the property owner is aware of and agrees with this application, and that falsification of fact will result in invalidation of the application. I understand that any approval given is valid for the specific project only, and is subject to all applicable laws, regulations and conditions. Further, I understand that the fee paid at the time of submitting this application does not cover any professional, legal, or consulting fees incurred by City and that I am responsible for all costs incurred by the City of Shady Cove in connection with processing this application.

APPLICANT'S NAME MUKESH SHARMA Shady Cove Smoke Shop

APPLICANT'S SIGNATURE [signature]

MAILING ADDRESS: 1024 COURT ST. STE. B, MEDFORD, OR 97501

PHONE NUMBER _____ CELL NUMBER (541) 292-1180

APPLICANT'S EMAIL ADDRESS mukeshinmedford@gmail.com

PURSUANT TO ORS 227, THIS APPLICATION IS CONSIDERED COMPLETE WHEN REVIEWED, DATED AND SIGNED BY THE CITY PLANNER OR HIS/HER DESIGNATE

Complete ✓ **Incomplete** _____

Signature Ryan Nolan **Date** 12/28/21

SITE DESIGN REVIEW APPLICATION
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Describe your proposal

To convert the commercial property previously resided by the Eagles Tavern into a retail smoke shop. Updates and improvements to the property include repainting the parking lot lines and designated handicap markings, residing the front of the building, and planting flowers in the front to increase curb appeal.

Size of Structure: 2718 sq. ft.

Number of employees on maximum shift: 2 employees

Hours and days of operation: 8AM to 8 PM Monday thru Sunday

Parking spaces proposed: 9 spaces total, 1 hadicap (existing)

Section 154.379(B)(d) requires applicants to include an impact study for all Site Design Review applications. The impact study shall assess the effect of the development on public facilities and services including, at a minimum, the transportation system, including pedestrian ways and bikeways, the drainage system, the parks system, the water system, the sewer system and the noise impacts of the development. The study shall propose improvements necessary to meet city standards and to minimize the impact of the development on the public at large, public facilities systems and affected private property users.

Explain how your proposal complies with Section 154.379(B)(D).

N/A. Comparable to the previous commercial use.

Attach additional sheets as necessary

Other comments you feel are pertinent to your application

THIS LEASE, entered into on December 20, 2021 between

Eryk L. Hanson (LESSOR'S LEGAL TITLE), hereinafter called lessor,

and Mukesh Kumar Sharma (LESSEE'S LEGAL TITLE), hereinafter called lessee.

In consideration of the promises herein, lessor leases to lessee those certain premises, situated in the City of SHADY COVE, JACKSON County, State of Oregon, described as follows:

21907 Hwy 62, Shady Cove, OR 97539
Parcel No Two (2) of Partition Plat P-19-2005, Recorded May 3, 2005, in Record of Partition Plats in Jackson County, Oregon and Filed as Survey No 18717, in the Office of the County Surveyor

The lease term begins at _____ o'clock _____ M. on January 1, 2022, and ends at midnight on December 31, 2025.

1. Base Rent. 1.a. Lessee shall pay to lessor, at lessor's address as set forth herein, a base rent of $ 1,200 w for ☐ the ~~first year~~ Half year of the term ☐ each year of the term (indicate which), to be paid in the monthly amount of $ 2,000 w on or before the 1st day of each month, commencing July 1, 2022.

1.b. EA *(Each party initial if applicable.)* The base rent shall be adjusted annually on the one year anniversary date of the commencement of this lease by the percentage increase, if any, in the Consumer Price Index for the last full month prior to the date on which rental adjustment is being computed, compared to the last full month prior to the same date during the previous year. The term "Consumer Price Index" shall, for the purposes of this lease, be the "Consumer Price Index for All Urban Consumers, Table 1" specified for "All Items" (U. S. City Average, 1982-84 = 100), and issued by the United States Department of Labor, Bureau of Labor Statistics.

1.c. _____ _____ ~~*(Each party initial if applicable.)* If the base rent set forth in paragraph 1.a. is for the first year of the term, then with each succeeding year lessee shall pay to lessor base rents to be paid at the following times and in the following amounts:~~

1.d. _____ _____ *(Each party initial if 1.d. and 1.e. apply)* As ☐ an additional rent ☐ its rent (indicate which), lessee shall each month pay to lessor _____ percent (_____ %) of lessee's prior month's gross sales, as defined in paragraph 1.e. In no case shall lessee pay less than the base rent stated in paragraph 1.a. above.

1.e. Statement of Gross Sales. On or before the tenth (10th) day of each month, lessee shall deliver to lessor a complete and correct statement showing in reasonable detail all gross sales for the immediately preceding calendar month, which statement shall be signed by an officer or authorized agent of lessee certifying it to be true and accurate. The term "gross sales" shall include all money and things of value received by, or paid to, lessee or to others for lessee's use and benefit, and all credit extended by lessee in connection with the business conducted by it on the premises, and less the amount of any actual refunds or credits made by lessee on returnable merchandise. Lessor may accept the statement without admission as to its accuracy, and may, upon reasonable notice, inspect and audit all of lessee's books and records relating to gross sales. Lessor shall bear all inspection and audit expenses, but lessee shall reimburse lessor for all such reasonable costs incurred in the event such audit reveals an understatement of gross sales by more than ten percent (10%). Audits may be conducted by any professional or agent selected by lessor, but lessee may require

N/A

that individual to sign a reasonable confidentiality agreement. Within fifteen (15) days after lessee's income tax returns are filed, lessee shall furnish lessor with a signed statement certifying the amount of gross sales reported in lessee's income tax returns attributable to the premises. When lessee's certified statement of gross sales indicates that lessee has underreported its monthly statements of gross sales, lessee shall promptly pay to lessor the full amount of rent due to lessor pursuant to paragraph 1.d.

2. Lessee's Proportionate Share. Lessee's premises ☐ are ☒ are not (indicate which) part of a larger building or property ("the building"). At the commencement of this lease, lessee's premises consist of _____ percent (_____ %) of the total area of the building, calculated by dividing lessee's premises by the total area of the building. All area measurements of lessee's premises and of the building are determined by lessor. Any reference to "lessee's proportionate share" in this lease refers to this proportion.

3. Taxes, Insurance, Maintenance and Utilities Expenses. At the beginning of each calendar year, lessor shall provide lessee with its calculation of lessee's monthly liability for lessee's real property taxes, insurance, maintenance and utilities expenses for the coming year.

3.a. Each month lessee shall pay, in addition to the base rent, one-twelfth (1/12) of its proportionate share of the annual real property taxes, including any applicable improvement district assessments, and lessor's insurance (as set forth in paragraph 9) for the premises, or for the building of which the premises are a part.

3.b. In addition, each month lessee shall pay one-twelfth (1/12) of its proportionate share of lessor's annual expense for cleaning and maintaining the premises or the building (including interior and exterior common areas and landscaping) of which the premises are a part. Lessor reserves the right to charge an administrative fee equal to ten percent (10%) of the total costs paid or incurred by lessor under this section.

3.c. Lessee shall pay for all utilities services to lessee's premises, including but not limited to heat, light, water, power, garbage and other services or utilities used in the premises during the term of this lease. In addition, each month lessee shall pay one-twelfth (1/12) of lessee's proportionate share of lessor's utilities costs for utilities services to common areas of the building, including but not limited to weekly or more frequent garbage service and services to parking or outdoor areas maintained by lessor for the benefit of lessee, other tenants of the building or visitors to the building.

4. Lessee's Acceptance of Lease. Lessee accepts this lease and agrees to pay to lessor the rental payments set forth herein for the full term of this lease, in advance, at the times and in the manner stated in this lease.

5. Late Charge. If lessee does not make any payment of rent or additional charges within 15 days (15) days after its due date, lessee shall pay to lessor a late charge equal to ten percent (10%) of the total amount overdue. All unpaid rent or additional charges shall bear interest at the rate of eighteen percent (18%) per annum from the date such charges became due until paid.

6. Insufficient Funds. Lessor reserves the right to charge lessee a reasonable amount, but not less than its actual cost, if any payment by lessee is returned to lessor by lessee's bank because of insufficient funds. Lessor may from time to time establish a flat charge for insufficient funds. Lessor may further, if lessee attempts to pay with insufficient funds more than once during the term of this lease and any extensions thereof, require payment of all rents and charges in cash or in cash equivalents.

7. Security Deposit; Last Month's Rent. 7.a. Lessor acknowledges receipt from lessee of the first month's rent and of the additional amount of $ 2,000 as a security deposit. Lessor may apply the security deposit to pay the costs of performing any obligation which lessee may fail to perform during the term of the lease, or to make any repairs, except for repairs due to ordinary wear and tear, that may be required after termination of this lease. If lessor is required to use any portion of this security deposit during the term of this lease, lessee shall on demand pay the sum necessary to replenish the deposit to its original amount; and if lessee fails to replenish the deposit, lessee shall be in default of this lease. The security deposit ☐ shall ☐ shall not (indicate which) be refundable. If refundable, lessor shall give written account to lessee within sixty (60) days after termination of this lease for all expenses paid from the security deposit, and lessor shall refund the balance of the deposit which has not been applied to lessee's performance under the lease at the time of the written account.

7.b. _____ _____ *(Each party initial if applicable)* Lessor further acknowledges receipt of the additional amount of $_____, as last month's rent; this payment shall be applied to the last month's rent for this lease term or for the last month of any additional term under paragraph 25, if applicable. However, lessee acknowledges that this amount is an estimate only, that lessee may be liable for further rent under the provisions of this lease, and that this last month's rent does not include any of the additional charges that may apply under the provisions of this lease.

8. Use of Premises. 8.a. Lessee shall use the premises during the term of this lease for the conduct of the following business: Retails - Smoke Shop. NO marijuana sales (If permitted Rent shall Be adjusted Per mutual agreement), and for no other purpose without lessor's prior written consent. Lessee shall not sell or permit to be sold any product, substance or service upon or about the premises, excepting such as lessee may be licensed by law to sell and as may be expressly permitted herein. Lessee shall not make any unlawful, improper or offensive use of the premises, and shall not create or allow any objectionable noise, vibrations or odor to be emitted from the premises.

8.b. Lessee shall conduct its business at and occupy the premises regularly, and shall not abandon or vacate the premises for more than seven (7) days without lessor's prior written consent.

8.c. Lessee shall at all times and at its own expense comply with all applicable laws, ordinances, rules and regulations of any public authority. These include, without limitation, all laws, regulations and ordinances pertaining to air and water quality, hazardous materials as defined herein, waste disposal, air emissions and other environmental matters. The term "hazardous materials" means any hazardous or toxic substance, material or waste, including but not limited to those substances, materials and waste listed in the U.S. Department of Transportation Hazardous Materials Table or by the U.S. Environmental Protection Agency as hazardous substances and amendments thereto, petroleum products, or such other substances, materials and waste that are or become regulated under applicable local, state or federal law.

8.d. If lessee's business requires the use of any hazardous materials upon the premises for any reason or by anyone, lessee shall obtain the prior written consent of lessor. Lessor agrees not to withhold consent so long as lessee demonstrates to lessor's reasonable satisfaction that such hazardous materials are necessary or useful to lessee's business and will be used, maintained and stored in a manner that complies at all times with all laws regulating any such hazardous materials to be brought upon, used or kept on or about the premises.

8.e. Lessee shall not conduct any activities, nor permit the premises to fall into a state of disrepair or disorder, that will increase hazards on the premises or cause an increase in lessor's insurance rates for any portion of the premises, or that prevent lessor from taking advantage of any rulings of any agency of the state in which the premises are situated, or which would allow lessor to obtain reduced premiums for long term fire insurance policies. Nor shall lessee conduct any activities that will in any manner degrade or damage the premises or their reputation. Lessee shall not store gasoline or other highly combustible materials on the premises at any time, except as may be permitted under paragraph 8.d.

8.f. Lessee shall not overload the floors of the premises in such a way as to cause any undue or serious stress or strain upon any part of the building in which the premises are located. Lessor shall have the right at any time to hire any competent engineer or architect whom lessor may choose to determine whether or not any of the floors of the premises are being overloaded; and the decision of such engineer or architect shall be final and binding upon lessee; and if the engineer or architect does determine that any overloading of any of the floors of the building is caused by lessee, then lessee, at its sole expense, shall immediately relieve the overloading, either by reinforcing the building or by removing the overload, in a manner satisfactory to lessor.

9. Lessor's Insurance. At all times during the term of this lease, lessor shall maintain in full force a policy or policies of fire insurance with standard extended coverage endorsements covering the premises or the building and other improvements (exclusive of lessee's fixtures, tenant improvements or other property of lessee). Lessor shall also maintain in full force a comprehensive liability insurance policy insuring lessor against liability for bodily injury and property damage occurring in, on or about the premises or the building. Lessor shall use its reasonable efforts to secure this policy or these policies at competitive rates.

10. Lessee's Insurance. At all times during the term of this lease, lessee shall, at lessee's sole expense, maintain in full force a liability insurance policy insuring lessee in the minimum amount of $ 1,000,000 per occurrence, and in the minimum amount of $ 500,000 in the aggregate, against any and all liability of lessee with respect to the premises and under this lease, or arising out of the maintenance, use or occupancy of the premises by lessee, for damage to persons or property in, upon or about the premises. Lessee shall, at its own expense, insure all of lessee's property upon the premises, of whatsoever nature, against loss of any sort; and lessee shall provide an insurance policy or policies to fully cover repair and replacement of broken windows in the premises. Lessee shall cause lessor to be named as an "additional insured" on any liability or property loss insurance policy purchased under this paragraph; each such policy shall provide that the policy may not be cancelled or modified without at least ten (10) days' prior written notice to lessor. Each such policy shall be primary and noncontributing with other insurance available to or provided by lessor. Lessee shall provide lessor with the declaration sheet or sheets for any insurance policy or policies at time of commencement of such policy or policies and upon renewal of such policy or policies with each term of insurance. If at any time lessor requests lessee to provide lessor with a copy of any insurance policy, lessee shall promptly provide that copy.

11. Indemnity; Waiver of Subrogation. 11.a. Lessee shall indemnify and hold lessor harmless from any and all liability, damage, expense, attorney fees, causes of action, suits, claims or judgments that arise out of or are in any way connected with lessee's use, occupancy, management or control of the premises, any failure by lessee to comply with the terms of this lease, and the acts or omissions of lessee, its agents, officers, directors, employees or invitees. Lessee shall, at its own expense, defend any and all such suits or claims which may be brought against lessor either alone or in conjunction with others upon any such cause of action or claim, including but not limited to the negotiation and settlement of such causes of action or claims before suit is filed, and shall satisfy, pay and discharge any and all judgments that may be obtained by any claimant against lessor in any such claim or action where lessor may be a defendant. However, lessee shall not be liable to the extent that any such claim, loss or liability is caused in whole or in part by lessor's negligence or failure to effect any repair or maintenance required by this lease.

11.b. Neither lessor, its agents, nor lessee shall be liable to each other or to each other's insurance companies for any loss or damage in relation to the premises, including interruption of business, that would ordinarily be covered by a standard insurance policy for fire and theft with extended coverage, or for losses under workers compensation laws or employer liability laws, even if such loss or damage occurs as a result of the negligence of one party; provided, however, that this waiver shall not apply if it prevents either party from obtaining or maintaining insurance coverage.

12. ADA Compliance. Each party acknowledges that the provisions of the Americans with Disabilities Act (hereinafter "ADA") permit the parties to this lease to allocate responsibility for compliance with the terms and conditions of the ADA. Lessee shall be required to comply with the applicable provisions of the ADA as to all improvements lessee makes to the premises. However, lessor represents that any improvements designed and installed by lessor or its contractors or employees will conform to the requirements of the ADA Compliance Guidelines in effect at the time of issuance of any building permit for such work. Lessor shall be responsible for compliance with the ADA with respect to the exterior of the premises and all common areas, including but not limited to parking areas, sidewalks and walkways. Neither party shall be obligated to supervise, monitor or otherwise review the compliance activities of the other. Lessee acknowledges lessor's expense in complying with the ADA may be subject to reimbursement as an expense of lessor for maintaining common areas of the premises; however, ADA expense for capital improvements shall be amortized over the life of such improvements for purposes of reimbursement for lessor's expenses.

13. Light and Air. This lease does not grant or create any rights of access to light, air or views over the premises or any other property.

14. Structural Repairs and Improvements by Lessor. Lessor shall make all structural repairs and shall perform any maintenance or repairs required by structural defects. Lessor shall maintain the exterior walls, roof, gutters, downspouts and the foundation of the building. However, lessor shall not be responsible for repair or maintenance of lessee's storefront, windows, doors or the operation of lessee's windows and doors. Lessor shall make interior repairs only when such repairs or maintenance are necessitated by lessor's need to keep the structure in repair as required herein. Lessor reserves the right to alter, repair or improve the building,

or to add to the building, and for that purpose at any time may erect scaffolding and any other necessary structures about or upon the premises; and for that purpose lessor and lessor's representatives, contractors and workers may enter in or about the premises with such materials as lessor may deem necessary to effect that purpose, and lessee hereby waives any claim against lessor for damages, including loss of business resulting from such alterations, repairs or improvements.

15. Repairs and Improvements by Lessee. By taking possession of the premises, lessee accepts the premises as being in the condition in which lessor is obligated to deliver them and otherwise in good order, condition and repair. Lessor has made no representations to lessee with respect to the condition of the premises, except as set forth in this lease. During the term of this lease, at its own expense lessee shall repair and maintain the premises, except as set forth in this lease, including but not limited to the storefront, all interior and exterior doors and windows, interior walls, heating, ventilating and cooling systems, interior wiring, plumbing and drain pipes to sewers or septic tank; and lessee shall at its own expense obtain all required permits for such repairs or maintenance. Lessee specifically agrees to replace all glass that may be broken or damaged during the term of this lease with glass of as good or better quality as that now in use.

16. Fixtures. Lessee shall make no alterations, additions or improvements to or upon the premises, including exterior color, without the prior written consent of lessor; lessor retains the right to approve plans for any and all such alterations, additions or improvements; and at the end of this lease lessor retains the right to require lessee to remove at lessee's own expense any alterations, additions or improvements made by lessee during the lease term, and to repair any damage to the premises resulting from such removal. Any and all alterations, additions or improvements, exterior awnings or projections, or any other addition to or improvement to the premises, whether installed by lessor or by lessee, shall be at the sole expense of lessee, shall at the time of installation become a part of the premises, and shall be the property of lessor, unless otherwise agreed between the parties in writing, and subject to any limitations set forth herein.

17. Ice, Snow, Debris. At all times lessee shall keep the sidewalks in front of the premises free and clear of ice, snow, rubbish, debris and obstructions of any nature. If lessee occupies the entire building, lessee will not permit ice, snow, rubbish, debris and obstructions of any nature to accumulate on the roof of the building so as to stop up or obstruct the gutters or the downspouts or cause any damage to the roof. Lessee will at its own expense fully reimburse and indemnify lessor against any injury, whether to lessor or lessor's property, or to any other person or property caused by any failure of lessee under this paragraph.

18. Lessor's Right of Entry. Lessor, its employees, agents or representatives may at any time enter into lessee's premises for the purpose of examining the condition of lessee's premises, to perform necessary services, maintenance and repairs or alterations to the building or the premises, to show the premises to any prospective tenant or purchasers, or for any other lawful purpose. Except in case of emergency such entry shall be at such times and in such a manner as to minimize interference with the business use of the premises by lessee.

19. Lessee's Right of Access. During times other than normal building hours, if the premises have no outside entry, lessee's officers and employees, or those having business with lessee, may be required to identify themselves or to show passes in order to gain access to the building. Lessor shall have no liability for permitting or refusing to permit access by anyone.

20. Awnings and Window Treatments; Signage and Advertising. 20.a. Lessee shall attach no awnings or other projections to the outside walls of the premises or of the building of which the premises are a part without the prior written consent of lessor. Lessee may place curtains or other window treatments in exterior windows of the premises only if those window treatments are in keeping with the standards adopted by lessor for the building. Lessee acknowledges that any permitted awnings or projections, as well as complying window treatments, may become property of lessor as fixtures placed upon the premises by lessee.

20.b. Lessee may not place signs or other advertising on the outside walls of the premises or in exterior windows without the prior written consent of lessor. If lessee does so, lessor may, without liability, remove such signage or other advertising at lessee's expense. Upon termination of this lease lessee shall remove all of its signage or other advertising from the premises, and shall at its own expense repair any damage caused by such signage or other advertising.

21. Nonassignment. Lessee shall not assign, transfer, pledge, hypothecate, surrender or dispose of this lease, or of any interest herein, sublet, or permit any other person or persons whomsoever to occupy the premises without the prior written consent of lessor; and lessor may withhold its consent if, in lessor's discretion, the proposed assignee or sublessee does not have sufficient net worth or a sufficiently established record of successful business operations, or proposes a use which is different from the use for which lessee has entered into this lease, pursuant to paragraph 8 hereof. The benefit of this lease is personal to lessee, and if lessee's interests under this lease are transferred to any other person or entity, in whole or in part, in any manner, including by operation of law, without the prior written consent of lessor, such transfer shall be an act of default whether or not rents or other liabilities are paid, and from the time of such transfer lessor shall have all rights to possession of the premises. In addition, lessee shall reimburse lessor for all of the professional and legal fees, as well as any other expenses incurred by lessor in evaluating any proposed assignee, regardless of whether lessor approves such assignee; and unless lessor specifically releases lessee therefrom, lessee shall after assignment or sublease remain primarily liable for payment of all base rent and other charges, as well as for the performance of all of lessee's duties under this lease.

22. Liens. Lessee shall not permit any lien of any kind to be placed upon any portion of the premises or the building in which the premises are situated, or upon the land on which it stands.

23. Damage to Premises; Lessor's Duty to Repair; Abatement of Rent During Repair. If the leased premises suffer major damage by fire or other casualty, lessor may terminate this lease as of the date of the loss. If damage to the premises exceeds fifty percent (50 %) of the value of the premises, but the premises are not totally destroyed, lessor may elect to repair the premises, and shall exercise that election by giving to lessee written notice of its election within thirty (30) days after the date of loss; if lessor fails to give that written notice, lessor shall be deemed to have elected not to repair the premises, and the lease shall terminate as of the date of the loss. If lessor elects to repair the premises, lessee shall comply with lessor's reasonable request to vacate all or any part of the premises during reconstruction, and lessor shall repair the premises promptly. For the period of time after the date of the loss and until necessary repairs have been substantially completed, there shall be an abatement of rent in proportion to lessee's loss of use of the premises. However, if the damage to the premises is minor, and no material disruption of lessee's business occurs as a result of such damage, there shall be no abatement of rent and lessor shall repair the damage promptly.

24. Eminent Domain. If all or part of the leased premises is condemned or purchased by any public entity (or private entity with condemnation powers), this lease may terminate as to the condemned part, effective as of the date of closing of the condemnation or purchase transaction, by written notice provided by either party to the other. In case of termination under this paragraph, lessee shall not be liable for rent for any condemned or purchased part of the premises after the termination date; but where the condemnation takes only part of the premises, and lessee remains in possession of the remainder of the property under this lease, lessor shall determine the amount of reduction in rent and other charges in relation to the condemned part of the premises. Lessee shall not be entitled to and hereby expressly waives any right to any part of the condemnation award or purchase price.

25. Option to Renew. ____EW____ *(Each party initial if applicable)* Provided that lessee has not been in default, lessee shall have the option to renew this lease for an additional ___three___ (__3__) year term commencing on the day following expiration of this lease. Lessee may exercise this option by providing written notice to lessor not less than one hundred eighty (180) days prior to the expiration date of this lease. Timely written notice shall be sufficient to bind the parties to the renewal term without further action by either party upon terms and conditions identical to the terms and conditions of this lease, except for the rent and that there shall be no further right to renew. The rent for the renewal period shall be the greater of: the rent paid by lessee for the last month of the expiring term, and the fair market rent for the ensuing renewal term.

26. Lessor's *For Sale* and *For Rent* Signs. During the sixty (60) days prior to the date of termination of this lease, lessor may display on the premises or in the windows of the premises signs of reasonable size notifying the public that the premises are available for sale or for rent.

27. Vacating the Premises upon Termination. At the time of termination of the lease for any reason, including expiration of the lease term, lessee shall vacate the premises and deliver them to lessor in a peaceful manner, vacuumed, swept and free of debris, and in as good order and condition, reasonable use, wear and tear, damage by fire and unavoidable casualty excepted, as the premises are now in or may hereafter be put in during the term of this lease.

28. Lessee's Default. The following shall each constitute default by lessee under this lease:

a. Lessee's failure to pay rent or any other charge under this lease within _____ (_____) days after such rent or charge is due;

b. Lessee's failure to comply with any term or condition of this lease, other than payment of rent or other charges, within ten (10) days after lessor has notified lessee in writing specifying lessee's noncompliance; but this provision shall be satisfied if compliance requires a longer period than ten (10) days, and lessee commences corrective action within the ten (10)-day period and thereafter promptly corrects the noncompliance;

c. Lessee's insolvency, business failure or assignment for the benefit of lessee's creditors, including lessee's commencement of proceedings under any provision of bankruptcy or insolvency law, or its failure to obtain dismissal of any involuntary petition for bankruptcy or insolvency within the time required for an answer to such petition; or the appointment of a receiver for lessee's properties;

d. Assignment or subletting by lessee in violation of paragraph 21;

e. Lessee's vacation or abandonment of the premises without lessor's prior written consent, or, in lessor's sole discretion, failure to occupy the premises within ten (10) days after notice from lessor tendering possession; or

f. Lessee's failure or refusal to surrender possession upon termination of this lease.

29. Lessor's Remedies for Default. Upon any default by lessee, lessor shall have all rights provided by law, and in addition may exercise the following remedies:

a. If lessee's default is failure to pay rent when due, including any grace period provided by this lease, lessor may without further notice enter peaceably onto the premises and retake possession; in all other cases of default, upon expiration of the stated notice period lessor may retake possession.

b. Upon retaking possession, lessor may exercise its landlord's lien over any and all personal property left upon the premises by lessee, and may sell such property after foreclosure of its lien as permitted and required by statute.

c. After retaking possession, lessor shall promptly attempt to relet the premises, in whole or in part, to any tenant or tenants who may be satisfactory to lessor; however, lessor's efforts to relet the premises shall be sufficient if lessor follows its usual procedures for locating tenants for the space at rental rates not less than the current rates for other comparable space. If lessor has other available space, lessor may rent such space to prospective tenants without prejudice to any claims lessor may have against lessee for damages or loss of rent. Further, lessor shall apply payments or deposits received from lessee first to the cost of retaking and reletting the premises, including any remodeling required to obtain any such tenant, and then to any arrears of rent payable under this lease, together with any other damages which lessor may be entitled to claim from lessee.

30. Holding Over. If lessee holds over after termination of this lease, such holding over shall not be deemed to operate as a renewal or extension of this lease, and shall create only a tenancy at will, which may be terminated at will at any time and without notice by lessor.

31. Nonwaiver. Neither the termination of this lease by forfeiture nor the taking or recovery of possession of the premises by lessor shall deprive lessor of any other action, right or remedy against lessee for possession, rent or damages; nor shall any omission by lessor to enforce any forfeiture, right or remedy to which lessor may be entitled be deemed a waiver by lessor of the right to enforce lessee's performance of the terms and conditions of this lease. Time is of the essence of this lease. Unless otherwise provided in writing, any waiver by lessor of any breach of this lease by lessee (including a failure to enforce any provision of this lease) shall not be a continuing waiver, and shall not operate to prevent lessor from seeking its remedies for any subsequent breach by lessee, whether or not lessee's subsequent breach is of the same provision earlier waived or not enforced by lessor.

32. Attorney Fees and Court Costs. Lessee hereby agrees to pay all of lessor's expenses, including lessor's reasonable attorney fees, incurred as a result of lessor's enforcement of any provisions of this lease, even if no arbitration, lawsuit or other action is instituted. If any arbitration, lawsuit or action is instituted in order to enforce any provision of this lease, or for collection of rents due or damages claimed under this lease, the losing party shall pay to the prevailing party its reasonable attorney fees and all expenses incurred throughout such proceeding, including at trial, on appeal, and for post-judgment collection.

33. Lessor's Address. Lessor's address for giving of notices and payment of rent is: Eryk Hanson 3250 Balsum Way, Medford, OR 97504

From time to time during the term of the lease, lessor may designate another address or addresses in writing for giving of notices and payment of rent.

34. Lessee's Address. Lessee's address for giving of notices is: Mukesh Kumar Sharma 1836 W. 8th St #8, Medford OR 975

From time to time during the term of the lease, lessee may designate another address or addresses in writing for giving of notices.

35. Notices. Any notice given by one party to the other shall be sufficient if it is in writing, contained in a sealed envelope, and either personally delivered or sent by United States Postal Service first class mail, with postage fully prepaid. Notice sent by first class mail shall be deemed to have been delivered to the addressee seventy-two (72) hours after the notice is deposited in the U.S. Mail.

36. Subordination; Estoppel. This lease shall be subordinate to any ground lease, mortgage, trust deed or other security interest that may now be or that lessor may in the future place upon the real property of which the premises are a part, unless the holder of such interest notifies lessee in writing that this lease shall be prior to the holder's interest. Lessee hereby agrees to execute any documents required by any of lessor's lenders to effectuate subordination. Further, lessee shall, upon request of lessor, execute a statement certifying the current terms of this lease, reflecting all payments lessee has made to the date of the statement under this lease, specifying lessor's defaults or lack thereof, and certifying such other matters as lessor may reasonably request. Lessor's purchasers or lenders may conclusively rely upon any such statement executed by lessee, and if lessee fails or refuses to execute such statement within fourteen (14) days of lessor's written notice thereof to lessee, lessor's purchasers or lenders may conclusively accept lessor's representations as to all terms, payments and defaults of lessee or of lessor hereunder.

37. Entire Agreement; Integration Clause. This lease, including any exhibits, contains the entire agreement between the parties and, except as otherwise provided, can be changed, modified, amended or terminated only by written agreement of the parties hereto. Lessor and lessee acknowledge and agree that there are no verbal agreements, representations, warranties or other understandings affecting this lease.

38. Heirs and Assigns. All of the rights, remedies and obligations given to, imposed upon, or undertaken by the parties to this lease shall extend to, inure to the benefit of and bind, as the circumstances may require, the heirs, successors, officers, agents, insurers (except as set forth herein), executors or personal representatives, and assigns (except as set forth herein) of each party.

39. Construction. In construing this lease, where the context so requires, the singular includes the plural, and all grammatical changes shall be made so that this lease shall apply equally to businesses, other entities and to individuals.

40. Additional Provisions. The parties further agree as follows (if no further provisions are needed, state "none"):

This lease is void if permit to operate Business can't be approved!

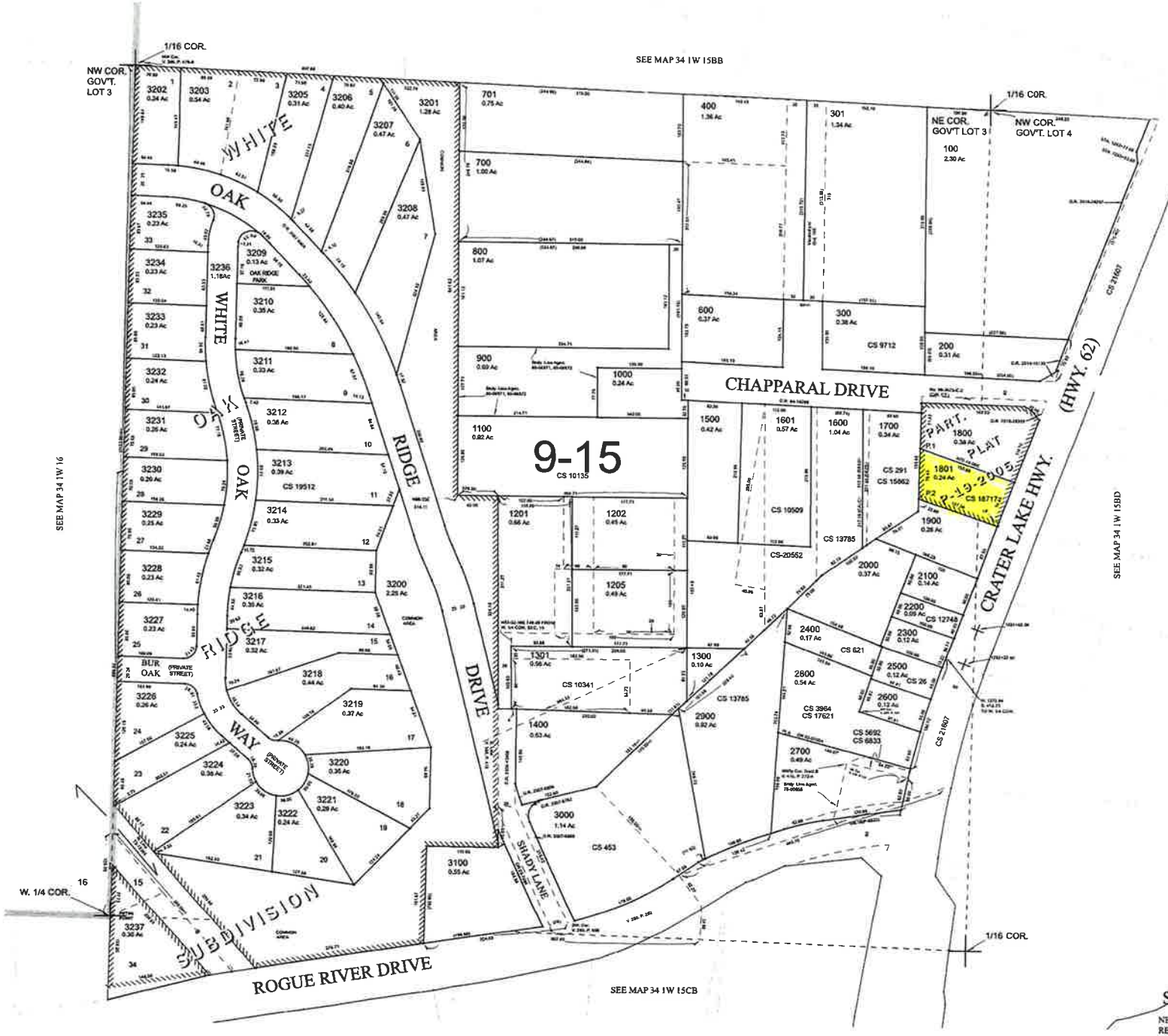
IN WITNESS WHEREOF, the parties have executed this lease on the date stated above; any signature on behalf of a business or other entity is made with the authority of the Board of Directors of that entity.

Lessor	Lessee
By	By
Title	Title
By	By
Title	Title

FOR ASSESSMENT AND TAXATION ONLY

S.W.1/4, N.W.1/4, SEC.15, T.34S., R.1W., W.M.
JACKSON COUNTY
1" = 100'

34 1W 15BC
SHADY COVE



CANCELLED TAX LOT NUMBERS:

1200 ADDED TO 1201
1203 ADDED TO 1202
1204 ADDED TO 1201
1302 ADDED TO 1301
1501 ADDED TO 1300
3204 ADDED TO 3203

34 1W 15BC
SHADY COVE

NEW MAP OCTOBER 15, 1997
REV AUGUST 01, 2017

GIS DATA
08/24/2017 1:07:28 PM : lifeckat

PARTITION PLAT No. P-19-2005

Located in the N.W. 1/4 of Section 15, T34S.,R.1W., W.M.,
City of Shady Cove, Jackson County Oregon

SURVEY FOR:
Kenneth Edwards
P.O. BOX 501
Shady Cove, OR. 97539

DATE:
April 5, 2005

SURVEY BY:
Koiser Surveying
19754 Highway 62
Eagle Point, OR. 97524

N

SCALE: 1" = 30'

*** SURVEYORS CERTIFICATE ***

I, Gary D. Koiser a duly registered professional land surveyor of the State of Oregon, do hereby certify that I have correctly surveyed and marked with proper monuments, the land represented on the Attached Partition Plat, the boundaries being described as follows:

Commencing at the quarter corner common to Sections 15 and 16, Township 34 South, Range 1 west of the Willamette Meridian in Jackson County, Oregon; thence North, 452.30 feet; thence East, 1272.94 feet to a point of curve on the Westerly right-of-way line of the Crater Lake Highway (State Highway No. 62); thence run along said highway line, North 19°21'20" East, 224.01 feet to a 5/8" rebar with plastic cap found set for the Southeasterly corner of tract described in Instrument No. 89-06456 of the Official Records of said county for THE INITIAL POINT OF BEGINNING; thence continue along said highway line, North 19°21'20" East, 189.14 feet to a lead plug with tack and copper rivet found set in a concrete curb; thence along the Southerly right-of-way line of Chapparal Drive as follows: North 67°52'36" West, 28.56 feet (record = North 67°49'27" West, 28.54 feet) to a found 5/8" rebar with plastic cap; thence West (record = North 89°58'00" West), 160.00 feet to a found 5/8" rebar with plastic cap; thence leaving said Chapparal Drive line and running along the West boundary of said tract described in Instrument No. 89-06456, South, 149.845 feet to a 3/4" iron pipe found set for the Southwesterly corner thereof; thence South 72°21'36" East, 129.88 feet (record = South 72°18'40" East, 129.93 feet) to THE INITIAL POINT OF BEGINNING.

G.D.K
SURVEYOR

*** DECLARATION ***

Known all men by these presents, that KENNETH ROBERT EDWARDS is the owner of the land represented on this partition plat and more particularly described in Surveyor's Certificate, and has caused the same to be partitioned into parcels as shown on the Partition Plat.

IN WITNESS WHEREOF, I HAVE SET MY HAND AND SEAL THIS 14th DAY, OF April, 2005.

Kenneth R. Edwards
KENNETH ROBERT EDWARDS

STATE OF OREGON }
COUNTY OF JACKSON } ss

Personally appeared the above named KENNETH ROBERT EDWARDS, and acknowledge the foregoing instrument to be his voluntary act and deed.

Subscribed and sworn to before me this 14th day of April, 2005.

(SIGN) Statler Melotte
Statler Melotte NOTARY PUBLIC - OREGON
(PRINT)
COMMISSION NO. 353650
MY COMMISSION EXPIRES 1/16/06

*** APPROVALS ***

I certify that, pursuant to authority granted to us by the City of Shady Cove that this Partition Plat is hereby approved by Administrative Review.

Dated this 14th day of April, 2005.

Attest: Statler Melotte
SECRETARY

Examined and approved this 3rd day of May, 2005.

COUNTY SURVEYOR

All taxes, fees, assessments or other charges as required by O.R.S. 92.095 have been paid as of the 3rd day of MAY, 2005.

ASSESSOR — DEPUTY — DATE 5/3/05
TAX COLLECTOR — Carol A. Swanson, Deputy — DATE 5-3-05

*** RECORDERS CERTIFICATE ***

Filed for Record this 03 day of May, 2005 at 3:45 O'clock, P M. and Recorded as Partition Plat No. P-19-2005 of the Records of Jackson County, Oregon.
Index Volume 16, Page 19.

COUNTY CLERK — DEPUTY

COUNTY SURVEYOR FILE NO. 18717

T.L. No. 341W 15BC - 1800

EASEMENTS

1. Existing Power lines are shown. Power line easements recorded in the following documents and indicated on a current title are as follows: Vol. 188, Page 606 D.R., Vol. 267, Page 468 D.R., INST. No. 93-17599 O.R. It is not known which, if any of the existing power lines correspond to the recorded easements.
2. A Current title report indicates subject property being within the Sams Valley Irrigation District, see INST. No. 80-10053 O.R.

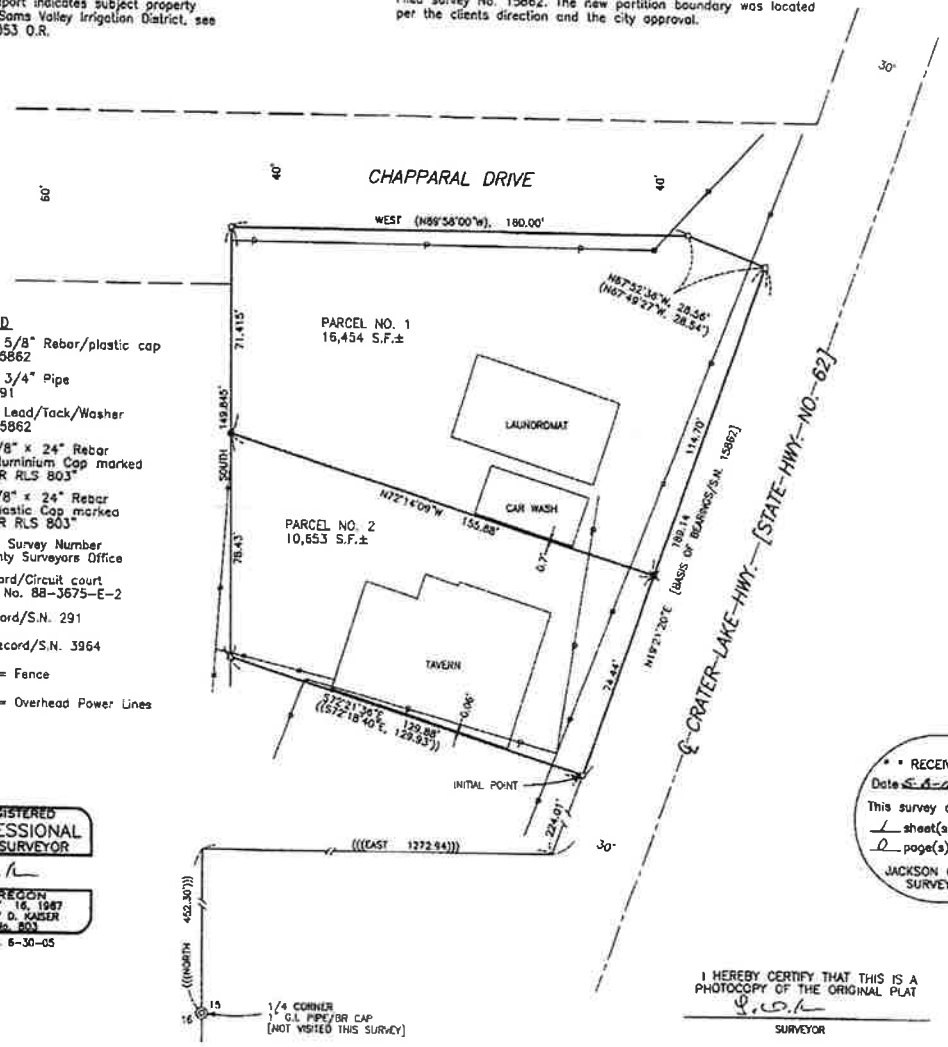
SURVEY NARRATIVE TO COMPLY WITH O.R.S. 209.250

PURPOSE: Partition Survey of Tract Descibed in INST. NO. 89-06456 O.R.

PROCEDURE: The outside Boundary was located from information on Filed survey No. 15862. The new partition boundary was located per the clients direction and the city approval.

LEGEND

- ○ = Found 5/8" Rebar/plastic cap S.N. 15862
- △ = Found 3/4" Pipe S.N. 291
- □ = Found Lead/Tack/Washer S.N. 15862
- ✖ = Set 5/8" x 24" Rebar with Aluminium Cap marked "KAISER RLS 803"
- ● = Set 5/8" x 24" Rebar with Plastic Cap marked "KAISER RLS 803"
- S.N. = Filed Survey Number County Surveyors Office
- ( ) = Record/Circuit court File No. 88-3675-E-2
- (( )) = Record/S.N. 291
- ((( ))) = Record/S.N. 3964
- —x—x— = Fence
- —P— = Overhead Power Lines



REGISTERED PROFESSIONAL LAND SURVEYOR
G.D.K
OREGON JULY 16, 1987 GARY D. KAISER No. 803
EXP. 6-30-05

• • RECEIVED • •
Date 5-6-05 By
This survey consists of:
1 sheet(s) Map
2 page(s) Narrative
JACKSON COUNTY SURVEYOR

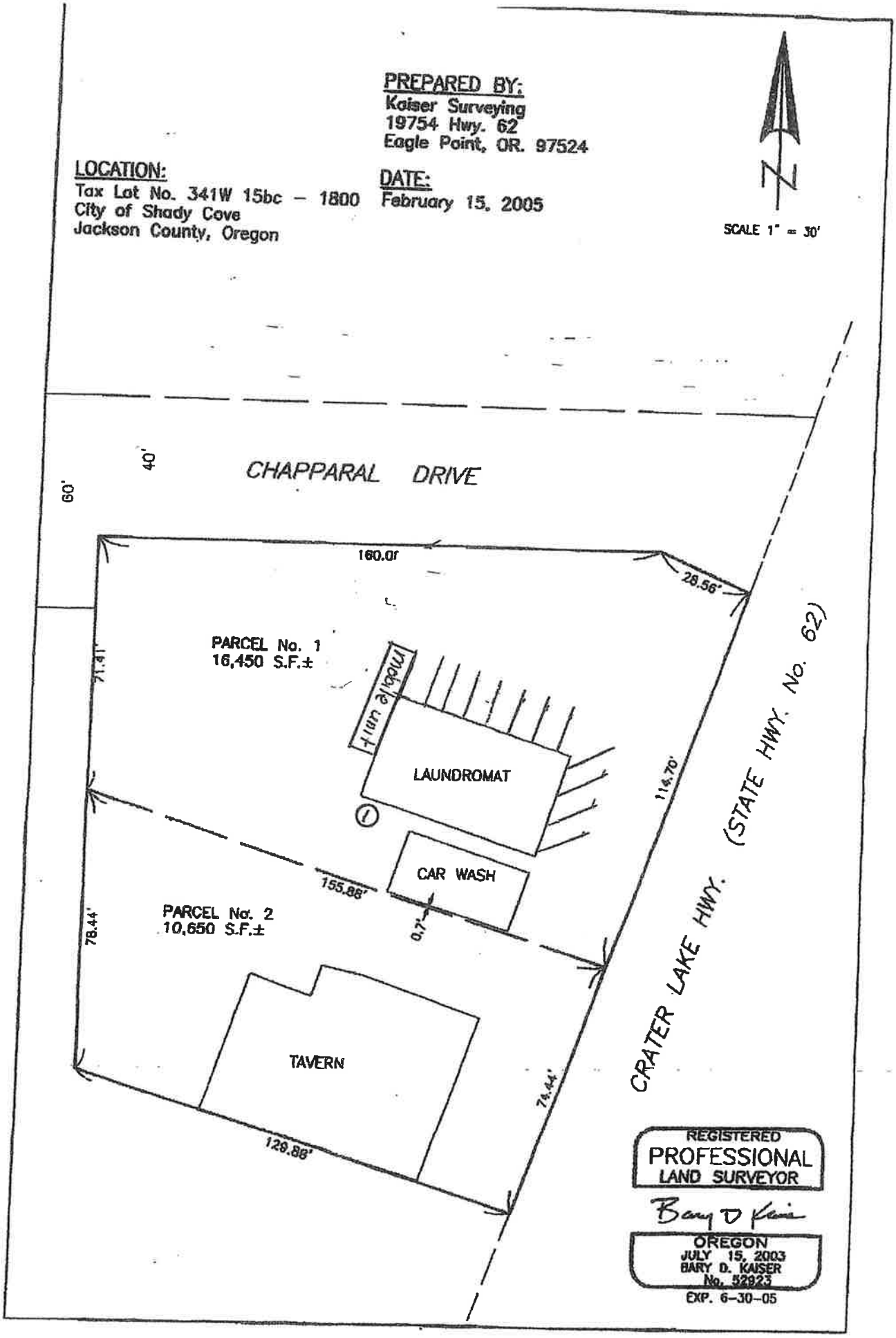
I HEREBY CERTIFY THAT THIS IS A PHOTOCOPY OF THE ORIGINAL PLAT
G.D.K
SURVEYOR

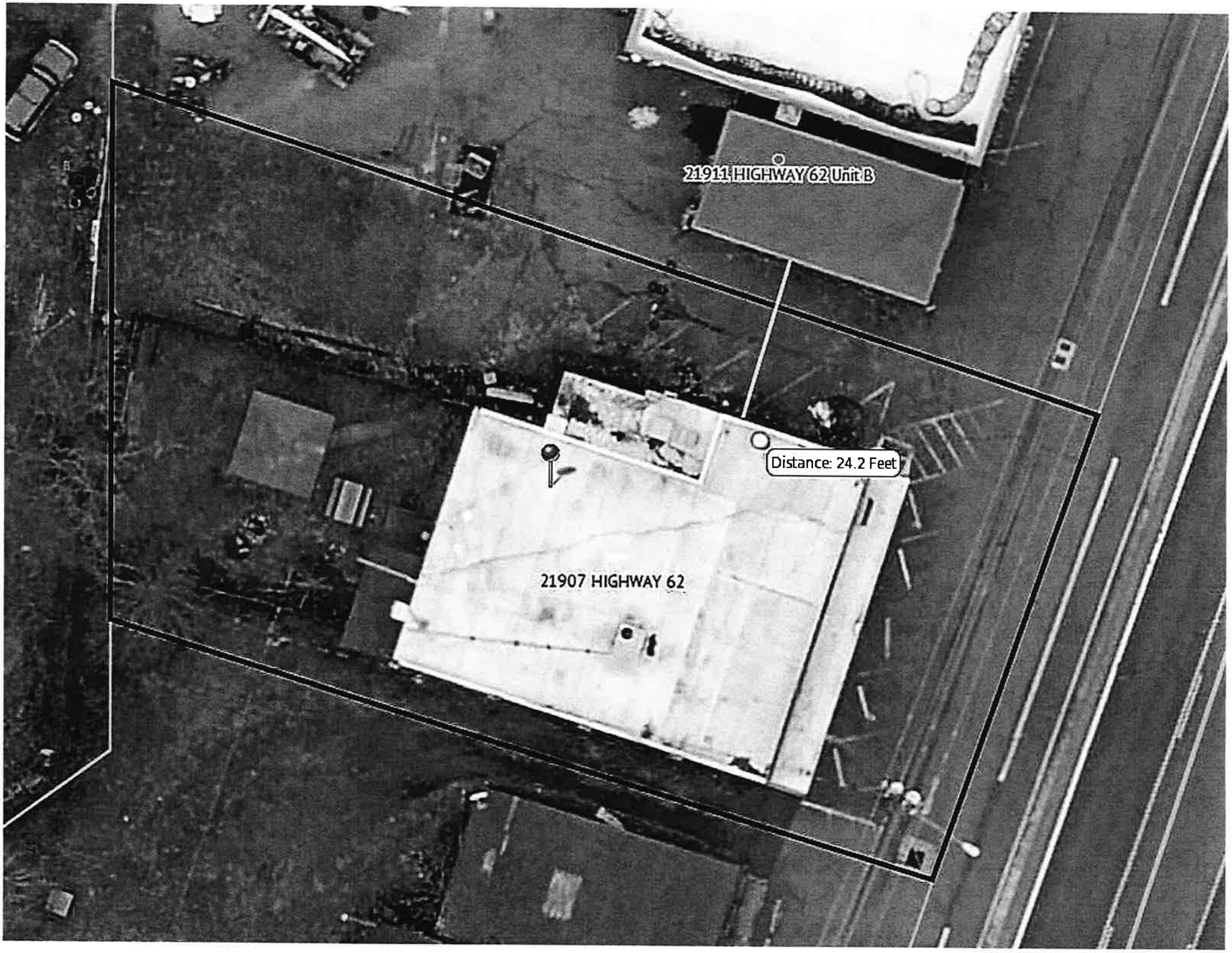
PREPARED BY:
Kaiser Surveying
19754 Hwy. 62
Eagle Point, OR. 97524

LOCATION:
Tax Lot No. 341W 15bc – 1800
City of Shady Cove
Jackson County, Oregon

DATE:
February 15, 2005

SCALE 1" = 30'




21911 HIGHWAY 62 Unit B
Distance: 24.2 Feet
21907 HIGHWAY 62

CERTIFICATE OF MAILING

I hereby certify that on January 6, 2022, I provided a copy of the NOTICE OF PUBLIC HEARING REQUEST FOR AGENCY COMMENT, APPLICATION NO. SD 21-03 by first class mail to the following (list attached):

Debby Jermain

Debby Jermain, Planning Technician

Ted Zuk
Jackson County
10 S Oakdale, Room 100
Medford, OR 97501

Micah Horowitz,
ODOT Region 3
100 Antelope Road
White City, OR 97503

Carl Tappert, PE
District Manager, RVSS
PO Box 3130
Central Point, OR 97502

Thomas Corrigan
City Administrator
Email

PUBLIC HEARING NOTICE
REQUEST FOR AGENCY COMMENT

Public Hearing January 27, 2022 at 6:00 P. M.

Date: January 6, 2022
File No: SD 21-03
To:

An application has been submitted to The City of Shady Cove Planning Department for review of the proposal described below. Please return this form with your comments to this office by January 18, 2022 so that your comments may be included in the Planning Commission agenda material. Contact Ryan Nolan at 541-878-8202 or 541-423-1382 if you have any questions.

Applicant: Mukesh Sharma Owner: Eryk L Hanson

Address: 21907 Highway 62, Shady Cove, OR 97539 34-1W-15 BC, TL 1801

Zoning: General Commercial GC

Proposal: **Site Design Review application to operate a retail smoke shop**

( ) We have no comment.
( ) We recommend approval with no special conditions.
( ) This property is not within our jurisdiction.
( ) Please address the following concerns:

( ) We encourage denial of this proposal because:

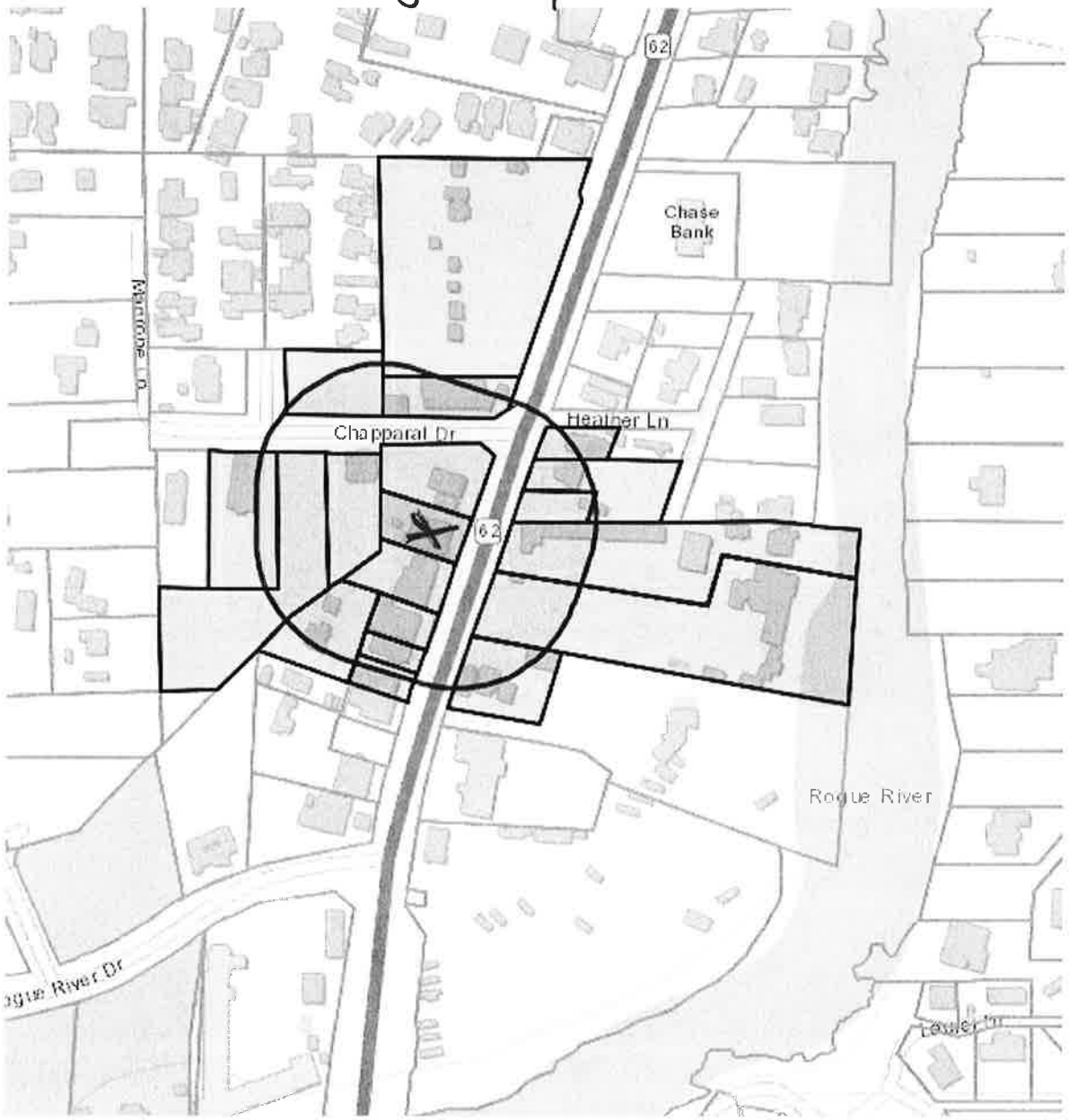
Agency/Prop. Owner (print) Phone #

Signature of Agency Rep./Prop. Owner Date

Note to Agencies: If your proposed conditions of approval include the dedication of land for public use or the provision of public improvements, please submit written findings with supporting data or information that justify the requirements. **Specifically, the findings must show that there is an essential connection between your requirements and a legitimate government purpose and that there is a rough proportionality between the burden of the requirement of the developer and the impacts of the proposed development on public facilities and services.**

22451 Highway 62 ◆ PO Box 1210 ◆ Shady Cove OR 97539 ◆ (541) 878-2225 ◆ FAX: (541) 878-2226
E-Mail: djermain@shadycove.org ◆ Web Site: www.shadycove.org

21907 Highway 62



2/9/21

CERTIFICATE OF MAILING

I hereby certify that on January 6, 2021, I provided a copy of the NOTICE OF ADJACENT PROPERTY USE PROPOSAL, APPLICATION NO. SD 21-03 by first class mail to the following (list attached):

Debby Jermain

Debby Jermain, Planning Technician

MVP RENTAL PROPERTIES LLC
PEARSON MARK & DEBBIE
821 E JACKSON ST
MEDFORD, OR 97504

BARMORE JIMMY N/MARGUERITE E
PO BOX 675
SHADY COVE, OR 97539

ERLINGER GERALD D
PO BOX 722
SHADY COVE, OR 97539

BENNETT ROBERT R TRUSTEE ET A
3922 WINDGATE ST
MEDFORD, OR 97504

HERNLEIN WILLIAM J
PO BOX 134
SHADY COVE, OR 97539

JERMAIN JACK D
PO BOX 1314
SHADY COVE, OR 97539

ENRIQUEZ CAROLEE ET AL
7474 CROWFOOT RD
TRAIL, OR 97541

FLYING HORSE LLC
PO BOX 790
PHOENIX, OR 97535

ENRIQUEZ CAROLEE ET AL
7474 CROWFOOT RD
TRAIL, OR 97541

10477 HOLDINGS LLC
JOHN D MORRISON
16458 BOLSA CHICA ST 17
HUNTINGTON BEACH, CA 92649

MYERS AARON ET AL
489 GRAND AVE
CENTRAL POINT, OR 97502

RIVERFRONT LODGINGS LLC
PO BOX 3130
ASHLAND, OR 97520

SU JIMMY TSAN TRUSTEE ET AL
21911 HWY 62 A
SHADY COVE, OR 97539

DANSONS LLC
20717 HWY 62
SHADY COVE, OR 97539

HANSON ERYK L
3250 BELSUM WAY
MEDFORD, OR 97504

DANSONS LLC
20717 HWY 62
SHADY COVE, OR 97539

21901 OR-62 LLC
7318 N OLIN AVE
PORTLAND, OR 97203

RICHMOND ROBERT R/VICKI
PO BOX 617
SHADY COVE, OR 97539

BARMORE JIMMY N/MARGUERITE
PO BOX 675
SHADY COVE, OR 97539

CITY OF SHADY COVE
PLANNING COMMISSION

NOTIFICATION OF ADJACENT PROPERTY USE PROPOSAL

DESCRIPTION OF PROPERTY: 34-1W-15BC, Tax Lot 1801, located at 21907 Highway 62.

PROPOSED CHANGE: Site Design Review application to operate a retail smoke shop

ZONING: General Commercial (GC). PLANNING FILE #: SD 21-03

DATE AND TIME OF MEETING: Thursday, January 27, 2022 at 6:00 p.m.

LOCATION: Shady Cove City Hall Council Chamber, 22451 Highway 62 or via Zoom

RESPONSE DATE: January 18, 2022 OWNER: Eryk Hanson APPLICANT: Mukesh Sharma

The applicable criteria and standards to be considered at the public hearing are found in the Shady Cove Code of Ordinance §§ Site Design Review 154.313-154.315; 154.318; Procedures 154.379

A copy of the application, all documents and evidence submitted by or for the applicant, and the applicable criteria and standards can be reviewed at City Hall at no cost, and copies will be provided at a reasonable cost. Staff report will be available for public review 7 days prior to the hearing at 22451 Highway 62, Shady Cove during regular office hours (Monday-Friday 8:00am - 5:00pm). Public attendance is welcome. For more information please contact the Planning Department at City Hall, (541) 878-8204. The public is invited to attend via zoom and comment at this public hearing.

> Failure to raise an issue at a hearing, in person or in writing, accompanied by statements or evidence sufficient to afford the decision maker and the applicant an opportunity to respond to the issue, shall preclude appeal to the Oregon State Land Use Board of Appeals based on that issue. All testimony and evidence must be directed towards specific criteria.

"Notice to mortgagee, lien holder, vendor, or seller: The Shady Cove Zoning Ordinance requires that if you receive this notice it shall be promptly forwarded to the purchaser."

* * REVIEW AND COMMENT * *

- ☐ No adverse effect.
- ☐ No comment.
- ☐ It has adverse effects as stated below.

REMARKS: _____

_____

_____

SIGNATURE: _____

PRINTED NAME(S): _____

STREET AND MAILING ADDRESS: _____

Please submit your response to: City of Shady Cove Planning Dept, PO Box 1210, Shady Cove, OR 97539

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the Planning Department at (541) 878-2225. Notification 72 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to the meeting (28 CFR 35.102-35.104 ADA Title II).

CITY OF SHADY COVE
PLANNING COMMISSION

RECEIVED
JAN 12 2022
By DMJ

NOTIFICATION OF ADJACENT PROPERTY USE PROPOSAL

DESCRIPTION OF PROPERTY: 34-1W-15BC, Tax Lot 1801, located at 21907 Highway 62.

PROPOSED CHANGE: Site Design Review application to operate a retail smoke shop

ZONING: General Commercial (GC). PLANNING FILE #: SD 21-03

DATE AND TIME OF MEETING: Thursday, January 27, 2022 at 6:00 p.m.

LOCATION: Shady Cove City Hall Council Chamber, 22451 Highway 62 or via Zoom

RESPONSE DATE: January 18, 2022 OWNER: Eryk Hanson APPLICANT: Mukesh Sharma

The applicable criteria and standards to be considered at the public hearing are found in the Shady Cove Code of Ordinance §§ Site Design Review 154.313-154.315; 154.318; Procedures 154.379

A copy of the application, all documents and evidence submitted by or for the applicant, and the applicable criteria and standards can be reviewed at City Hall at no cost, and copies will be provided at a reasonable cost. Staff report will be available for public review 7 days prior to the hearing at 22451 Highway 62, Shady Cove during regular office hours (Monday-Friday 8:00am - 5:00pm). Public attendance is welcome. For more information please contact the Planning Department at City Hall, (541) 878-8204. The public is invited to attend via zoom and comment at this public hearing.

> Failure to raise an issue at a hearing, in person or in writing, accompanied by statements or evidence sufficient to afford the decision maker and the applicant an opportunity to respond to the issue, shall preclude appeal to the Oregon State Land Use Board of Appeals based on that issue. All testimony and evidence must be directed towards specific criteria.

"Notice to mortgagee, lien holder, vendor, or seller: The Shady Cove Zoning Ordinance requires that if you receive this notice it shall be promptly forwarded to the purchaser."

* * REVIEW AND COMMENT * *

- ☒ No adverse effect.
- ☐ No comment.
- ☐ It has adverse effects as stated below.

REMARKS: _____

SIGNATURE: _____

PRINTED NAME(S): _____

STREET AND MAILING ADDRESS: _____

Gerold Erlinger
P.O. Box 722
Shady Cove, OR 97539-0722

Please submit your response to: City of Shady Cove Planning Dept, PO Box 1210, Shady Cove, OR 97539

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the Planning Department at (541) 878-2225. Notification 72 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to the meeting (28 CFR 35.102-35.104 ADA Title II).

Upper Rogue Independent, Eagle Point, Ore. Wednesday, Jan. 12, 2022

PUBLIC NOTICE

City of Shady Cove Oregon

NOTICE OF PUBLIC HEARING

The City of Shady Cove Planning Commission will hold a Public Hearing at 6:00 p.m. on **Thursday, January 27, 2022**, at the Shady Cove City Hall Council Chamber, 22451 Highway 62, Shady Cove, Oregon or via Zoom for the following purpose:

To consider an application for a **Site Design Review** to operate a retail smoke shop located at **21907 Hwy 62, Shady Cove, Oregon.** Said parcel is legally described as 34-1W-15BC, Tax Lot 1801 and currently zoned General Commercial (GC).

Owner: Eryk Hanson Applicant: Mukesh Sharma File Number: SD 21-03

Individuals may submit written comments relating to this planning action **at any time up to, and during, the public hearing**, although it is preferred that such comments be submitted to the City at least one week prior to the above scheduled hearing date so that they may be included in the agenda packet. Please mail comments to City of Shady Cove, PO Box 1210, Shady Cove, OR 97539.

The applicable criteria and standards to be considered at the public hearing are found in the Shady Cove Code of Ordinance §§ Site Design Review 154.313-154.315; 154.318;Procedures 154.379

A copy of the application, all documents and evidence submitted by or for the applicant, and the applicable criteria and standards can be reviewed at City Hall at no cost, and copies will be provided at a reasonable cost. The staff report will be available for public review seven days before the public hearing at 22451 Highway 62, Shady Cove from 8:00 a.m. to 5:00 p.m. Additional information is available by contacting the Planning Department at 541-878-8204

The public is invited to attend via zoom and comment at this public hearing.

Posted: 01/06/22
Published: 01/12/22
Remove from Posting: 01/28/22

22451 Highway 62 ◆ PO Box 1210 ◆ Shady Cove OR 97539 ◆ (541) 878-2225 ◆ FAX: (541) 878-2226
E-Mail: djermain@shadycove.org ◆ Web Site: www.shadycove.org

CITY OF SHADY COVE PLANNING COMMISSION PACKET
PLANNING FILE NO. SUB 21-01
CONSIDER MODIFY APPROVAL OF RECENTLY APPROVED SUBDIVISION CREATING A 17-LOT SUBDIVISION LOCATED ON CLEVELAND STREET RIGHT-OF-WAY, SHADY COVE, OREGON

PUBLIC HEARING: THURSDAY JANUARY 27, 2022, 6:00 P.M.

Type III Staff Report
Modification of Subdivision Tentative Plan

Date: January 11, 2022 **Modification of Subdivision Application No: SUB 21-01**

Owners: Mike, Bonnie, Casey, and Mary Malepsy

Applicant: Mike Malepsy

Proposal: Modify approval of recently approved Subdivision creating a two phase 17-lot subdivision on three parcels totaling 5.71 acres located on Cleveland Street right-of-way. The tentative subdivision proposes extensions of Cleveland Street and Chevney Way as well as a new private street off of Chevney Way. The modification related to the street design of Cleveland Street and Chevney Way

Address: Not yet assigned specific addresses

Legal Description of Property: 34-1W-09DA Tax Lot 1200 &
34-1W-10CB Tax Lot's 2900 & 2901

Zoning: R1-10, Low Density Residential

Approval Criteria and findings: (§ 153.08(G))

(A) The proposed subdivision is consistent with the density, setback and dimensional standards of the base zoning district, unless modified by a planned development approval.

FINDING: Proposed lot sizes range from 10,001 square feet on Lot 3 to 51,850 square feet on Lot 17.

- The R1-10 zone requires a minimum parcel size of 10,000 square feet, a minimum lot depth of 80 feet and a minimum street frontage of 60 feet.
- While there are areas of slope within the proposed development, none are identified as greater than 20%.
- Lot 17 is a flag lot, which require a minimum width of 20 feet; the tentative plan shows a width of 20 feet.
- All lots comply with the 80-foot depth requirement, and 60 foot street frontage requirement, and none exceed the 3:1 depth to width ratio.

(B) The proposed subdivision is consistent with the design standards set forth in this chapter.

FINDING: The proposed subdivision uses a shared private drive for access to lots 11

and 12, which is subject to Section 153.14. This form of access is limited to six dwelling units, but street standards also limit the number of parcels that can be served by a cul-de-sac. Section 153.12 requires utility easements, which are shown on both sides of the access. The shared private drive is at a 90 degree angle to Chevney Way, consistent with ordinance requirements. The private drive shall be built to City standards to include a minimum of 20 feet of paving and curbs on both sides.

(C) The proposed street pattern is connected and consistent with the comprehensive plan or official street plan for the city.

FINDING: The property is divided by Cleveland Street, which is identified as a collector in the Local Street Network Plan (LSNP). The LSNP anticipates that Cleveland Street (right-of-way exists) will be extended to the north to connect with Hudspeth Lane. Similarly the future planned extension of Chevney Way (a local street) is planned to bisect the property and connect Chevney Way to Cleveland Street. The proposed subdivision does not impede implementation of the proposed street network, but provides that two planned street extensions be built, and one street connection be built.

MODIFICATION PROPOSED: The applicant has proposed parking on one side for both Cleveland Street and Chevney Way. The section for Cleveland Street would be a 50' right-of-way, 25' of asphalt, curb and gutter with 5' sidewalks. The cross section of Chevney Way would be a 47' right-of-way, 22' of asphalt, curb and gutter with 5' sidewalks. The applicant also requests that the planter strips on all street frontages be waived. In addition the applicant requests that sidewalks and driveways be required at time of individual home construction.

(D) Adequate public facilities are available or can be provided to serve the proposed subdivision.

FINDING: The property will be served by Hiland Water Company. Rogue Valley Sewer Service will approve all sewer main extensions within the public right-of-way.

Storm Drainage Calculations shall be submitted for review by the City's Engineer to determine that all storm run off created by the development will be adequately mitigated on site or is capable of being accommodated in functional downstream storm drain capacity.

(E) All proposed improvements meet city standards.

FINDING: City street extensions shall be built to full City street standards unless alternate designs are approved by the Planning Commission.

Section 95.61 Table 6.B.1 identifies that the 50 foot existing right-of-way for Cleveland Street (a Collector) can accommodate a street with no parking on either side to include; 22 feet of pavement curb to curb, two 11 foot motor vehicle travel lanes, 6 inch curb on each side, an 8 foot planter strip on each side, and 5 foot sidewalk on each side. The existing right-of-way could also accommodate a street with parking along one side to include; 25 feet of pavement curb to curb, two motor

vehicle travel lanes of 9 feet, one parking lane of 7 feet, 6 inch curbs on both sides, 7 foot planter strips on both sides, and 5 foot sidewalks on both sides. Any design other than these two would need special approval from the Planning Commission.

The extension of Chevney Way shall meet adopted City Standards for street design, or be approved by the Planning Commission with alternate street standards. The existing Chevney Way is currently built within a 40 foot right of way. The narrowest acceptable right of way for a local residential street is currently 47 feet. The minimum street standard that could meet requirements for Chevney would be a street design to include; 47 feet of right of way (met in the tentative plan), 22 of pavement curb to curb, a 15 foot vehicle travel lane, a 7 foot parking lane, 6 inch curbs on each side, 7 foot planter strips on each side, and 5 foot sidewalks on each side. Any design other than this would need special approval from the Planning Commission.

The proposed private drive serving Lots 11 and 12 is proposed with adequate easement width and radius to meet fire access standards and Private Drive standards of the City. The private drive shall be built to include 20 feet of pavement width curb to curb and six inch curbs on each side unless an alternate street design is approved by the Planning Commission.

(F) The phasing plan, if requested, can be carried out in a manner that meets the objectives of the above criteria and provides necessary public improvements for each phase as it develops.

FINDING: Phasing as proposed can be carried out in an acceptable timeframe.

Recommendation:

The proposed subdivision appears to substantially comply with the land division provisions of the Shady Cove Municipal Code standards. If the Planning Commission determines it has enough information to approve the request, staff recommends the following conditions of approval.

Subdivision Conditions of Approval:

A. Phase 1 – The following must occur within one year (one year extension can be requested in writing for good reason) and prior to Final Plat approval:

1. Submit storm drain calculations to City for City Engineer review and approval.
2. Extension of Cleveland Street shall be completed ~~in conformance with City Street Standards~~ as submitted in applicant's request to modify. The section for Cleveland Street would be a 50' right-of-way, 25' of asphalt, curb and gutter with 5' sidewalks. The requirement planter strips is waived. In addition the sidewalks and driveways may be installed at time of individual home construction.
3. Extension of Chevney Way shall be completed ~~in conformance with City Street Standards~~ as submitted in applicant's request to modify. The cross section of Chevney Way would be a 47' right-of-way, 22' of asphalt, curb and

gutter with 5' sidewalks. The requirement planter strips is waived. In addition the sidewalks and driveways may be installed at time of individual home construction.

4. The private drive shall be constructed in conformance with City Street Standards. A maintenance agreement shall be recorded clarifying maintenance responsibilities of the private street.
5. All utilities, except the private drive, shall have separate connections to the public system, or if shared utilities are allowed; an access agreement shall be secured to allow public access on the drive for operation and maintenance of the utilities.
6. Any utilities or facilities shared by two or more property owners shall meet established city standards.
7. All utilities shall be located underground.
8. Applicant shall coordinate plan designs and improvements with the City of Shady Cove Public Works Director, City of Shady Cove Engineer, City of Shady Cove Planner, the Fire Chief, and other affected agencies.

B. Phase 1 – The following shall be accomplished at the time of development of individual lots in the subdivision:

Note: The following conditions are not all-inclusive and are provided for the information of the applicant.

1. Future Development of lots shall comply with adopted City standards at time a future submittal is deemed complete. Standards at time of a future submittals deeming of condition shall override any of the below conditions.
2. Comply with the Uniform Fire and Building Codes.
3. Submit building plans prior to construction for site development approval.
4. Developed or undeveloped lots will need to be maintained for weed and grass control throughout the year.
5. Provide addresses visible from the public right of way.

C. Phase 2 – The following must occur within three years (one year extension can be requested in writing for good reason) and prior to Final Plat approval:

1. Submit storm drain calculations to City for City Engineer review and approval.
2. Extension of Cleveland Street shall be completed ~~in conformance with City Street Standards~~ as submitted in applicant's request to modify. The section for Cleveland Street would be a 50' right-of-way, 25' of asphalt, curb and gutter with 5' sidewalks. The requirement planter strips is waived. In addition the sidewalks and driveways may be installed at time of individual home construction.
3. The private drive shall be constructed in conformance with City Street Standards. A maintenance agreement shall be recorded clarifying maintenance responsibilities of the private street.
4. All utilities, except the private drive, shall have separate connections to the

public system, or if shared utilities are allowed; an access agreement shall be secured to allow public access on the drive for operation and maintenance of the utilities.

5. Any utilities or facilities shared by two or more property owners shall meet established city standards.
6. All utilities shall be located underground.
7. Applicant shall coordinate plan designs and improvements with the City of Shady Cove Public Works Director, City of Shady Cove Engineer, City of Shady Cove Planner, the Fire Chief, and other affected agencies.

D. Phase 2 – The following shall be accomplished at the time of development of individual lots in the subdivision:

Note: The following conditions are not all-inclusive and are provided for the information of the applicant.

1. Future Development of lots shall comply with adopted City standards at time a future submittal is deemed complete. Standards at time of a future submittals deeming of condition shall override any of the below conditions.
2. Comply with the Uniform Fire and Building Codes.
3. Submit building plans prior to construction for site development approval.
4. Developed or undeveloped lots will need to be maintained for weed and grass control throughout the year.
5. Provide addresses visible from the public right of way.

E. Throughout approval of subdivision:

1. Comply with all local, state and federal requirements.
2. Comply with any and all Jackson County Fire District No. 4 requirements for access and fire protection,including but not limited to, access standards, finished grade standards and minimum height clearance standards.

The decision of the Planning Commission is the final decision of the City unless appealed to the Shady Cove City Council.

SUBDIVISION APPROVAL MODIFICATION

Shady Cove Planning Commission
Re: Residential Planning File 21-01

Dear Commissioners,

I am making this application to modify the final decision of the "Deer Run" Subdivision approval. I was on a Zoom meeting with a severe case of COVID during the meeting. I thought I could communicate but I had problems hearing and interacting with you. I would have discussed the final decision with you but could not communicate that before it was finalized.

I should have delayed the meeting to be there in person with Exhibits in hand. I apologize. I am requesting to modify the final approval to allow parking on only one side of the street. The additional parking is not necessary and adds a lot of expense to the project.

The 17-lots are all 10,000-sq. ft. or larger and we intend on building them out with double car or triple car garages with RV parking. There is ample parking for each lot on site. There will be parking for 5-6 cars potentially for most family events per lot. The proposal of one side of street parking adds an additional 16-parking spaces to be used throughout the neighborhood. I think this adequately allows for the additional parking the neighborhood lots would need. If approved, this will be the most parking available for any subdivision in Shady Cove.

I am also requesting to build the sidewalks at the time of the construction of the homes. I will, as part of the building of the streets, build curb and gutter with driveway approaches. The actual sidewalks are normally built as part of the home construction in Eagle Point, Central Point, White City and Medford. The main reason is that during the construction, cement trucks and supply trucks damage the sidewalk and then they need to be replaced. We also build to suit for homeowners and sometimes have to redesign the driveway access. Altering the curb cuts is reasonably cost effective, but pulling out sidewalks is not.

So, below is the modification proposal we hope you will approve for the subdivision. (See Exhibits)

We propose to utilize the City Street Standards in Table 6.B.1 with parking on one side for both Cleveland Street and Chevney Way. The cross section of Cleveland Street would be 50' right-of-way, 25' of asphalt, curb and gutter with 5' sidewalks. The cross section of Chevney Way would be 47' right-of-way, 22' of asphalt (this matches the existing width of Chevney Way where the streets will connect), curb and gutter with 5' sidewalks. We request to not install the planting strips on either road due to potential maintenance issues and wasting water. In addition, we request that the sidewalk and driveway installation be allowed to be completed at the time of home construction rather than when the streets are installed.

Thank you for your reconsideration of this important modification. This subdivision will be one the community can be proud of.

Sincerely,

Mike Malepsy

Mike Malepsy

Exhibit "A"

95.61(F)

TABLE 6.B.1 – Right-of-Way and Street Design Standards

Type of Street	Ave. Daily Trips (ADT)	Right of Way Width	Curb-to-Curb Pavement Width	Within Curb-to-Curb Area			Curb on both sides	Planting Strip on both sides	Sidewalks on both sides
				Motor Vehicle Travel Lanes	Bike Lane on both sides	On Street Parking			
Arterial Streets Boulevards: 2-Lane Boulevard	8,000 to 30,000 ADT	61'-87'	34'	11'	2 at 6' each	8' bays	6"	7'-8'[1]	6'-10'[2]
Avenue: 2-Lane Avenue	3,000 to 10,000 ADT	59'-86'	32-33'	10'-10.5'	2 at 6' each	8' bays	6"	7'-8'	6'- 10'
Collector Streets Residential	1,500 to 5,000 ADT								
No Parking		49'-51'	22'	11'	NA[3]	None	6"	8'	5'-6'
Cleveland Street									
Parking One Side		50'-56'	25'-27'	9'-10'		7' lane	6"	7'-8'	5'-6'
Parking Both Sides		57'-63'	32'-34'	9'-10'		7' lanes	6"	7'-8'	5'-6'
Commercial:									
Parallel Parking One Side		55'-65'	28'	10'				7'-8'	6'-10'
Parallel Parking Both Sides		63'-73'	36'	10'		8' lanes	6"	7'-8'	6'-10'
Diagonal Parking One Side		65'-74'	37'	10'		Varies	6"	7'-8'	6'-10'
Diagonal Parking Both Sides		81'-91'	54'	10'		Varies	6"	7'-8'	6'-10'
Local Residential Streets[4]	Less than				NA				
Chevney Way									
Parking One Side	1,500 ADT	47'-51'	22'	15'		One 7'	6"	7'-8'	5'-6'
Parking Both Sides		50'-57'	25'-8'	11'-14' Queuing		Two 7' lanes	6"	7'-8'	5'-6'
Alleys	NA	16'-20'	12'-16' paved width, 1'-2' strips on both sides	NA	NA	none	none	none	none
Accessways & Multi-Use Paths	NA	10'-18'	6'-10' paved width, 2'-4' strips on both sides				ne	none	none
Private Drives serving 2-6 lots	NA	NA	20'	NA	NA	NA	6"	None	None

Proposing to utilize this standard but remove the planter strip

Proposing to utilize this standard but remove the planter strip

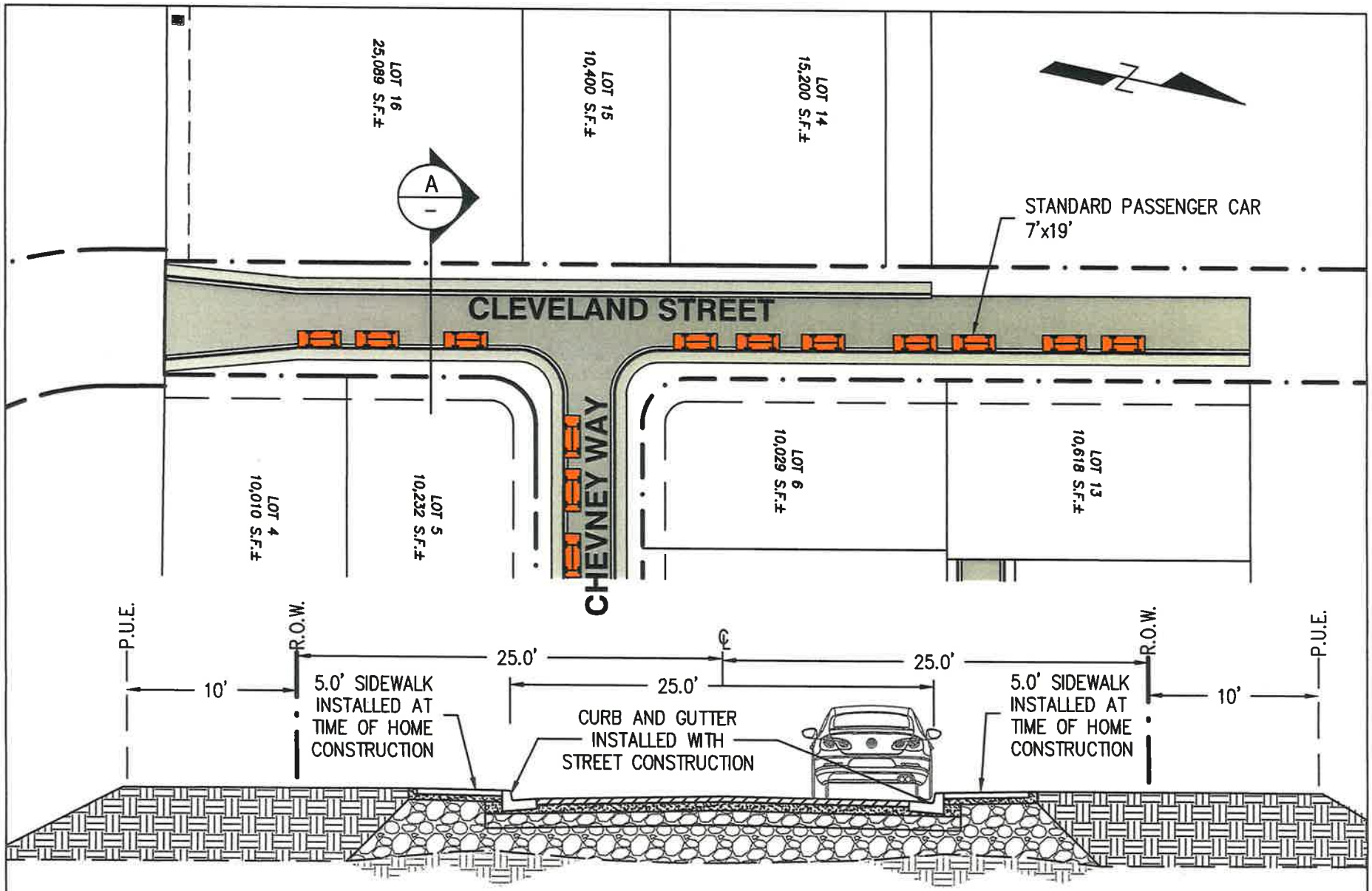
[1] Hardscape planting strip with tree wells shall be used in commercial and mixed-use development areas (where on-street parking is provided;

[2] 5'-6- Sidewalk shall be installed in residential areas, 8'-10' sidewalk shall be installed in commercial areas;

[3] Bike lanes are generally not needed on low volume (less than 3,000 ADT) and/or low travel speed (less than 25 mph) streets;

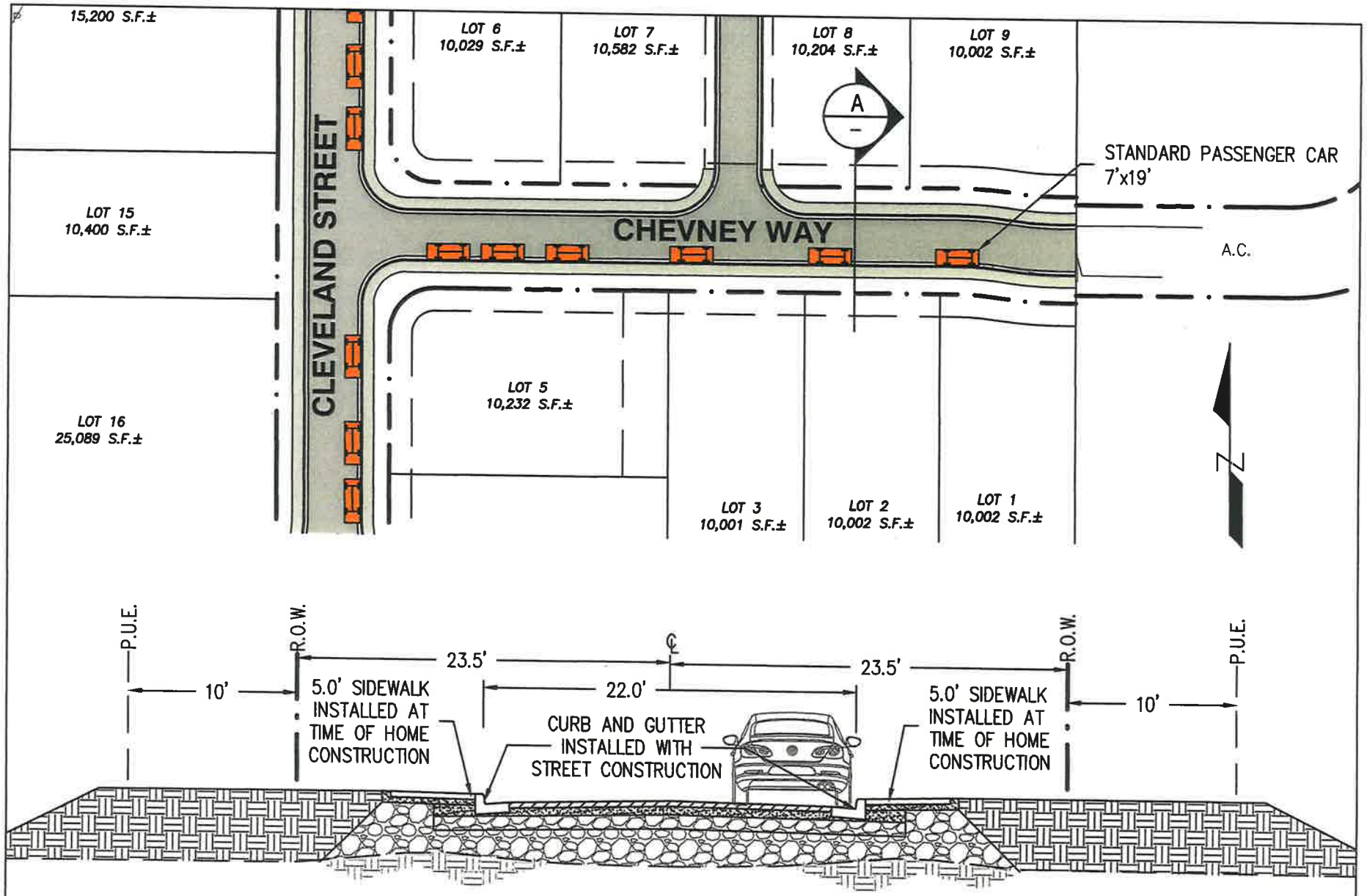
[4] *Option for residential street with 22-feet of pavement width, and 4-foot wide sidewalks or pathways, separated from roadway by drainage swale (no curb).*

[Sidewalks may not be required on some existing local streets when existing and future traffic volumes are low; e.g. less than 500 ADT, or 10 dwellings].



A

PROPOSED CLEVELAND STREET CROSS SECTION



A

PROPOSED CHEVNEY WAY CROSS SECTION

CERTIFICATE OF MAILING

I hereby certify that on January 6, 2022, I provided a copy of the REQUEST FOR AGENCY COMMENT, PLANNING FILE NO. SUB 21-01 by first class mail to the following (list attached):

Debby Jermain

Debby Jermain, Planning Technician

Scott D Pingle, PE, SE
KAS & Associates, Inc
304 S Holly Street
Medford, OR 97501

Greg Winfrey
Fire District #4
PO Box 1400
Shady Cove, OR 97539

Christina Kruger
Pacific Power
925 S Grape St
Medford, OR 97501

Candace Baker
Avista Utilities
580 Business Park Drive
Medford, OR 97504

Bill Meyers
DEQ
221 Stewart Ave Ste. 201
Medford, OR 97501

Sam Lashley
Deputy State Fire Marshal
5375 Monument Drive
Grants Pass OR 97526

Todd Brooks
JC Development Services
10 S Oakdale Ave Rm 100
Medford, OR 97501

JJ
Hiland Water
PO Box 699
Newburg, OR 97132

Carl Tappert, PE
District Manager, RVSS
PO Box 3130
Central Point, OR 97502

Thomas Corrigan
City Administrator
Email

Juliana Van Sickle
Centurylink
2980 Crosby Ave
Klamath Falls, OR 97603

CITY OF SHADY COVE
PLANNING COMMISSION

NOTIFICATION OF REQUEST FOR AGENCY COMMENT

DESCRIPTION OF PROPERTY: **34-1W-09DA Tax Lot 1200 and 34-1W- 10CB, Tax Lots 2900 & 2901 ,**

PROPOSED USE: **Modify a two phase 17-lot subdivision on three parcels totaling 5.71 acres located on Cleveland Street right-of-way. The tentative subdivision proposes extensions of Cleveland Street and Chevney Way as well as a new private street off of Chevney Way in Low Density Residential Zones (R-1-10).**

DATE AND TIME OF MEETING: **THURSDAY, January 27, 2022 at 6:00pm.**

LOCATION: **COUNCIL CHAMBERS, CITY HALL 22451 Highway 62 or Via Zoom**

RESPONSE DATE: **January 18, 2022** APPLICANT: **Mike Malepsy**

OWNERS: **Mike, Bonnie, Casey, and Mary Malepsy** PLANNING FILE NO: **SUB 21-01**

Criteria of Approval for a Subdivision:

All subdivision plats and all partitioning of land shall be approved by the Planning Commission in accordance with the regulations of Shady Cove Code of Ordinance Chapter 153 enacted in order to implement the goals and policies set forth in the Comprehensive Plan of the City of Shady Cove. The purpose of the subdivision ordinance is to:

Promote orderly development of property • Provide necessary streets, utilities and public areas as property is developed • Maintain and enhance property values in the subdivision and adjacent land • Simplify land descriptions • Create better environmental conditions within the City.

Issues which may provide the basis for an appeal to the Land Use Board of Appeals shall be raised in writing or in person at the public hearing. Issues shall be raised with sufficient specificity to enable the decision maker to respond to the issue.

A copy of all documents and evidence relied upon by the applicant are available for review and copies may be obtained at cost. For more information, or to view the application and accompanying documents, please contact Debby Jermain at City Hall: (541) 878-8204.

* * REVIEW AND COMMENT * *

- ☐ No adverse effect.
- ☐ No comment.
- ☐ It has adverse effects as stated below.

REMARKS: _____

_____

_____

SIGNATURE: _____ PRINTED NAME(S): _____ _____

MAILING ADDRESS: _____

PROPERTY ADDRESS: _____

Please send your responses to: City of Shady Cove Planning Department, P.O. Box 1210, Shady Cove, OR 97539

DEER RUN SUBDIVISION
(TENTATIVE)

OWNER AND APPLICANT:
Michael & Bonnie Malepsy and
Casey & Mary Malepsy
36 Meadow Lane
Shady Cove, OR. 97539

LOCATION:
341W 10CB Tax Lots – 2900 & 2901
and 341W 09DA Tax Lot – 1200
City of Shady Cove
Jackson County, Oregon

USE:
Single Family Residence

PREPARED BY:
Kaiser Surveying
2178 Butte Falls Hwy.
Eagle Point, OR. 97524

DATE:
July 8, 2021

ZONE:
R1–10

BASIS OF BEARINGS
Recorded Survey No. 21759

ELEVATION DATUM
CITY OF SHADY COVE FEMA RM No. 2
RAILROAD SPIKE IN POWER POLE No. A3368
ELEVATION = 1408.40

SCALE 1" = 40'

LEGEND
- Fence
- Edge Pavement
- Edge Gravel
- City Sewer Main
- Overhead Lines
- Water Line (Hiland Water)

REGISTERED PROFESSIONAL LAND SURVEYOR
OREGON
JULY 15, 2003
BARY D. KAISER
No. 52823
EXP. 6-30-23

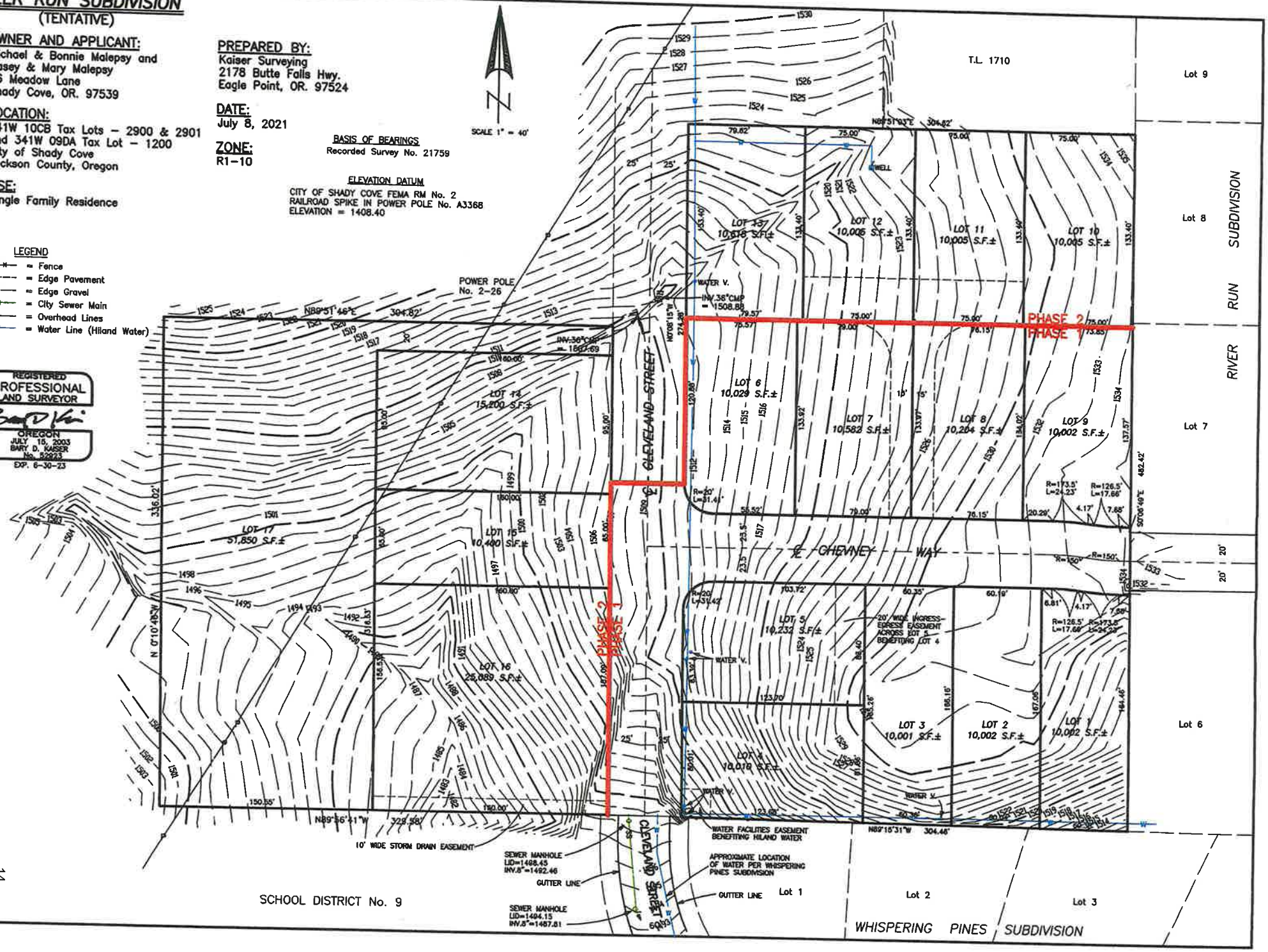


Exhibit "A"

95.61(F)

TABLE 6.B.1 – Right-of-Way and Street Design Standards

Type of Street	Ave. Daily Trips (ADT)	Right of Way Width	Curb-to-Curb Pavement Width	Within Curb-to-Curb Area			Curb on both sides	Planting Strip on both sides	Sidewalks on both sides
				Motor Vehicle Travel Lanes	Bike Lane on both sides	On Street Parking			
Arterial Streets Boulevards: 2-Lane Boulevard	8,000 to 30,000 ADT	61'-87'	34'	11'	2 at 6' each	8' bays	6"	7'-8'[1]	6'-10'[2]
Avenue: 2-Lane Avenue	3,000 to 10,000 ADT	59'-86'	32-33'	10'-10.5'	2 at 6' each	8' bays	6"	7'-8'	6'- 10'
Collector Streets Residential	1,500 to 5,000 ADT								
No Parking		49'-51'	22'	11'	NA[3]	None	6"	8'	5'-6'
Cleveland Street									
Parking One Side		50'-56'	25'-27'	9'-10'		7' lane	6"	7'-8'	5'-6'
Parking Both Sides		57'-63'	32'-34'	9'-10'		7' lanes	6"	7'-8'	5'-6'
Commercial:									
Parallel Parking One Side		55'-65'	28'	10'				7'-8'	6'-10'
Parallel Parking Both Sides		63'-73'	36'	10'		8' lanes	6"	7'-8'	6'-10'
Diagonal Parking One Side		65'-74'	37'	10'		Varies	6"	7'-8'	6'-10'
Diagonal Parking Both Sides		81'-91'	54'	10'		Varies	6"	7'-8'	6'-10'
Local Residential Streets[4]	Less than		Chevney Way		NA				
Parking One Side	1,500 ADT	47'-51'	22'	15'		One 7'	6"	7'-8'	5'-6'
Parking Both Sides		50'-57'	25'-8'	11'-14' Queuing		Two 7' lanes	6"	7'-8'	5'-6'
Alleys	NA	16'-20'	12'-16' paved width, 1'-2' strips on both sides	NA	NA	none	none	none	none
Accessways & Multi-Use Paths	NA	10'-18'	6'-10' paved width, 2'-4' strips on both sides				ne	none	none
Private Drives serving 2-6 lots	NA	NA	20'	NA	NA	NA	6"	None	None

Proposing to utilize this standard but remove the planter strip

Proposing to utilize this standard but remove the planter strip

[1] Hardscape planting strip with tree wells shall be used in commercial and mixed-use development areas (where on-street parking is provided;

[2] 5'-6- Sidewalk shall be installed in residential areas, 8'-10' sidewalk shall be installed in commercial areas;

[3] Bike lanes are generally not needed on low volume (less than 3,000 ADT) and/or low travel speed (less than 25 mph) streets;

[4] *Option for residential street with 22-feet of pavement width, and 4-foot wide sidewalks or pathways, separated from roadway by drainage swale (no curb).*

[Sidewalks may not be required on some existing local streets when existing and future traffic volumes are low; e.g. less than 500 ADT, or 10 dwellings].

CERTIFICATE OF MAILING

I hereby certify that on January 6, 2022, I provided a copy of the NOTIFICATION OF ADJACENT PROPERTY USE PROPOSAL, PLANNING FILE NO. SUB 21-01 by first class mail to the following (list attached):

Debby Jermain

Debby Jermain, Planning Technician

HONE MICHAEL J/AMANDA K
547 HUDSPETH LN
SHADY COVE, OR 97539

VOIN LEO A/ANDREA R
14N480 COOMBS RD
ELGIN, IL 60124

CAMPBELL JONATHAN MICHAEL LEE
455 HUDSPETH LN
SHADY COVE, OR 97539

RICHTER MICHAEL
PO BOX 1126
SHADY COVE, OR 97539

MALEPSY MICHAEL ET AL
36 MEADOW LN
SHADY COVE, OR 97539

MELARA FAUSTO ALFREDO
457 HUDSPETH LN
SHADY COVE, OR 97539

RICHTER MICHAEL
PO BOX 1126
SHADY COVE, OR 97539

SCHOOL DISTRICT # 9
, 0

CROWL JEREMY L/KRISTIN S
1027 CHEVNEY WAY
SHADY COVE, OR 97539

RIVAS LUIS
7244 PONCE AVE
WEST HILLS, CA 91307

VAN GORDON DOUGLAS BOYD TRUST
PO BOX 1006
SHADY COVE, OR 97539

JACKSON COUNTY
PO BOX 1569
MEDFORD, OR 97501

KILLINGER ERNEST JOHN JR/MARI
PO BOX 1239
SHADY COVE, OR 97539

O'BRIEN MICHAEL P/JULIA D
1017 CHEVNEY WAY
SHADY COVE, OR 97539

HUGHES GARY LYNN TRUSTEE ET A
PO BOX 192
SHADY COVE, OR 97539

MCBETH KEVIN ET AL
485 HUDSPETH LN
SHADY COVE, OR 97539

GABLE STEVEN P/VICKI D
1025 CHEVNEY WAY
SHADY COVE, OR 97539

GROS EUGENE W/DEBORAH D
PO BOX 533
EAGLE POINT, OR 97524

RIVAS LUIS
7244 PONCE AVE
WEST HILLS, CA 91307

LEWIS DONNA S ET AL
PO BOX 673
SHADY COVE, OR 97539

GRUVER SHEILA A
1024 CHEVNEY WAY
SHADY COVE, OR 97539

LEWIS DONNA S ET AL
PO BOX 673
SHADY COVE, OR 97539

KIMMEL CHRISTOPHER
459 HUDSPETH LN
SHADY COVE, OR 97539

NIEMELA TOM A/DONNA J
1020 CHEVNEY WAY
SHADY COVE, OR 97539

LEWIS DONNA S
465 HUDSPETH LN
SHADY COVE, OR 97539

MALEPSY CASEY/MARY
1501 NE ROCKY RIDGE DR
ROSEBURG, OR 97470

STRATTON STEVEN M
1018 CHEVNEY WAY
SHADY COVE, OR 97539

CROWL BRANDON S/MANDY S
PO BOX 1163
SHADY COVE, OR 97539

MALEPSY MICHAEL T/BONNIE L
36 MEADOW LN
SHADY COVE, OR 97539

HOWE JEANETTE D
PO BOX 1398
SHADY COVE, OR 97539

KESNER LANCE D TRUSTEE ET AL
444 CLEVELAND ST
SHADY COVE, OR 97539

WILSON GORDON M
PO BOX 1155
SHADY COVE, OR 97539

MCCULLOUGH MICHELLE SUZANNE
PO BOX 322
SHADY COVE, OR 97539

ALLEN LINDA J
PO BOX 1447
SHADY COVE, OR 97539

DAVIS LEWIS P/CLARA JOANN
PO BOX 103
SHADY COVE, OR 97539

YARYAN DOUGLAS R TRUSTEE ET A
PO BOX 815
SHADY COVE, OR 97539

CITY OF SHADY COVE
PLANNING COMMISSION

NOTIFICATION OF ADJACENT PROPERTY USE PROPOSAL

DESCRIPTION OF PROPERTY: **34-1W-09DA Tax Lot 1200 and 34-1W- 10CB, Tax Lots 2900 & 2901 ,**

PROPOSED USE: **Modify a two phase 17-lot subdivision on three parcels totaling 5.71 acres located on Cleveland Street right-of-way. The tentative subdivision proposes extensions of Cleveland Street and Chevney Way as well as a new private street off of Chevney Way in Low Density Residential Zones (R-1-10).**

DATE AND TIME OF MEETING: **THURSDAY, January 27, 2022 at 6:00pm.**

LOCATION: **COUNCIL CHAMBERS, CITY HALL 22451 Highway 62 or via Zoom**

RESPONSE DATE: **January 18, 2022** APPLICANT: **Mike Malepsy**

OWNERS: **Mike, Bonnie, Casey, and Mary Malepsy** PLANNING FILE NO: **SUB 21-01**

Criteria of Approval for a Subdivision:

All subdivision plats and all partitioning of land shall be approved by the Planning Commission in accordance with the regulations of Shady Cove Code of Ordinance Chapter 153 enacted in order to implement the goals and policies set forth in the Comprehensive Plan of the City of Shady Cove. The purpose of the subdivision ordinance is to:

Promote orderly development of property • Provide necessary streets, utilities and public areas as property is developed • Maintain and enhance property values in the subdivision and adjacent land • Simplify land descriptions • Create better environmental conditions within the City.

Issues which may provide the basis for an appeal to the Land Use Board of Appeals shall be raised in writing or in person at the public hearing. Issues shall be raised with sufficient specificity to enable the decision maker to respond to the issue.

A copy of all documents and evidence relied upon by the applicant are available for review and copies may be obtained at cost. For more information, or to view the application and accompanying documents, please contact Debby Jermain at City Hall: (541) 878-8204.

* * REVIEW AND COMMENT * *

- ☐ No adverse effect.
- ☐ No comment.
- ☐ It has adverse effects as stated below.

REMARKS: _____

_____

_____

SIGNATURE: _____ PRINTED NAME(S): _____ _____

MAILING ADDRESS: _____

PROPERTY ADDRESS: _____

Please send your responses to: City of Shady Cove Planning Department, P.O. Box 1210, Shady Cove, OR 97539

CITY OF SHADY COVE
PLANNING COMMISSION

RECEIVED
JAN 12 2022
By DMJ

NOTIFICATION OF ADJACENT PROPERTY USE PROPOSAL

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* * REVIEW AND COMMENT * *

- [x] No adverse effect.
- [ ] No comment.
- [ ] It has adverse effects as stated below.

REMARKS:

SIGNATURE: E. Killinger PRINTED NAME(S): Marilyn & Ernie Killinger

MAILING ADDRESS: P.O. Box 1239 Shady Cove OR 97539

PROPERTY ADDRESS: 559 Hurspeth Ln. Shady Cove OR 97539

Please send your responses to: City of Shady Cove Planning Department, P.O. Box 1210, Shady Cove, OR 97539

CITY OF SHADY COVE
PLANNING COMMISSION

RECEIVED
JAN 14 2022
By DMJ

NOTIFICATION OF REQUEST FOR AGENCY COMMENT

DESCRIPTION OF PROPERTY: **34-1W-09DA Tax Lot 1200 and 34-1W- 10CB, Tax Lots 2900 & 2901 ,**

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OWNERS: **Mike, Bonnie, Casey, and Mary Malepsy** PLANNING FILE NO: **SUB 21-01**

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* * REVIEW AND COMMENT * *

- [x] No adverse effect.
- [ ] No comment.
- [ ] It has adverse effects as stated below.

REMARKS: _____

SIGNATURE: Silas Olson PRINTED NAME(S): Silas Olson, Shady Cove Waterworks

MAILING ADDRESS: PO Box 699, Newberg, OR 97132

PROPERTY ADDRESS: _____

Please send your responses to: City of Shady Cove Planning Department, P.O. Box 1210, Shady Cove, OR 97539

Debby Jermain

From: scott kasinc.com <scott@kasinc.com>
Sent: Monday, January 17, 2022 4:32 PM
To: Debby Jermain
Subject: SUB 21-01 17-Lot Deer Run Subdivision

Debby:
I definitely question the widths of the proposed street. Emergency vehicles need 20' clear between obstacles to navigate safely down the street. Any section narrower than 27' or 28' should NOT allow parking on either side. I agree with 5' sidewalks on both sides adjacent to the curb (without planting strips). There will need to be an appropriate transition length between the existing sections on Chevney Way and Cleveland Streets to the new proposed sections. There should also be 10' PUE parallel to all right-of-way lines for underground utility installation. Cleveland Street seems like it should remain the same section as the existing street because it will be a main connector to Highway 62 but this is certainly a planning decision.

Chevney Way has a public storm drain stubbed out into the planned subdivision that will need to be revised and incorporated into the new storm drain design for the streets.

I have no other comments at this time. I will need to review proposed Construction Drawings of all Public Improvements.

Scott D. Pingle, P.E., S.E.
KAS ENGINEERING SERVICES
304 S. Holly St.
Medford OR 97501
541-772-5807

RECEIVED
JAN 18 2022
By DMJ

CITY OF SHADY COVE
PLANNING COMMISSION

NOTIFICATION OF ADJACENT PROPERTY USE PROPOSAL

DESCRIPTION OF PROPERTY: **34-1W-09DA Tax Lot 1200 and 34-1W- 10CB, Tax Lots 2900 & 2901 ,**

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OWNERS: **Mike, Bonnie, Casey, and Mary Malepsy** PLANNING FILE NO: **SUB 21-01**

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* * REVIEW AND COMMENT * *

- ☐ No adverse effect.
- ☐ No comment.
- ☒ It has adverse effects as stated below.

REMARKS: (1) Reduced our property values (2) We are against to have less privacy (3) more noise (4) More traffic & danger for the kids (5) more possible crimes

SIGNATURE: Julie O'Brien PRINTED NAME(S): (and children)

MAILING ADDRESS: 1017 Chevney Way Shady Cove OR 97539

PROPERTY ADDRESS: " "

Please send your responses to: City of Shady Cove Planning Department, P.O. Box 1210, Shady Cove, OR 97539

RECEIVED
JAN 18 2022
By DMJ

CITY OF SHADY COVE
PLANNING COMMISSION

NOTIFICATION OF ADJACENT PROPERTY USE PROPOSAL

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RESPONSE DATE: **January 18, 2022** APPLICANT: **Mike Malepsy**

OWNERS: **Mike, Bonnie, Casey, and Mary Malepsy** PLANNING FILE NO: **SUB 21-01**

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* * REVIEW AND COMMENT * *

- ☐ No adverse effect.
- ☐ No comment.
- ☒ It has adverse effects as stated below.

REMARKS: Q1) Will utilities be underground? Q2) Will Natural Gas be made available? Q3) Impact of additional Traffic on Chevney Way? Only idea how many additional vehicles w/ use Chevney

SIGNATURE: Steven M. Stratton PRINTED NAME(S): Steven M. Stratton

MAILING ADDRESS: 1018 Chevney Way, Shady Cove 97539

PROPERTY ADDRESS: Same 408-391-0782

Please send your responses to: City of Shady Cove Planning Department, P.O. Box 1210, Shady Cove, OR 97539

(over)

will this be an HOA?
What are plans to improve the street on Chauncey Way to support additonal traffic?

Please email Zoom Link
Steven@SMSTRATTON.com
408-391-0782

PUBLIC NOTICE

CITY OF SHADY COVE
PUBLIC NOTICE

NOTICE IS HEREBY GIVEN, that a public hearing will be held before the Shady Cove Planning Commission on Thursday, January 27, 2022, at 6:00 PM, in the Council Chambers at City Hall, 22451 Highway 62, Shady Cove, OR and via Zoom, to consider the following:

Modification of Subdivision SUB 21-01, for property located on Cleveland Street right-of-way, Assessor's Map Number 34-1W-09DA, Tax Lot 1200 & 34-1W-10CB Tax Lots 2900 & 2901. Zoning is Low Density Residential (R-1-10). Owner: Mike, Bonnie, Casey and Mary Malepsy. Applicant: Mike Malepsy. The proposal is to modify a two phase 17-lot subdivision on three parcels totaling 5.71 acres. The tentative subdivision proposes extensions of Cleveland Street and Chevney Way as well as a new private street off of Chevney Way.

Public comment is welcomed. Failure to raise an issue at a meeting, in person or in writing, accompanied by statements or evidence sufficient to afford the decision maker and the applicant an opportunity to respond to the issue, shall preclude appeal to the Oregon State Land Use Board of Appeals based on that issue. All testimony and evidence must be directed toward specific criteria, copies of which are available at City Hall.

For information or to view this application and related documents, contact Debby Jermain at City Hall, 541-878-8204.

June 8, 2021

Jason Asbill,
Southern Oregon Wilderness Adventures LLC
PO Box 301
Trail, OR 97541

Re: Outdoor storage at 20811, 20795, 20783, and 20771 Hwy 62

The purpose of this letter is to inform you of a complaint the City received regarding ongoing outdoor storage without a permit. Your property is identified as 20811, 20795, 20783, and 20771 Hwy 62, or more accurately as Map Number 34-1W-21AD Tax Lots 3300, 3100, 3000, and 2900.

Concerned citizens have noted that there are vehicles parked in the Braughton Way right of way as well as on your property.

I am attaching an application for a Conditional Use Permit. Similar to the approved use across the street, any new use, including outdoor storage of vehicles requires approval from the Planning Commission. An application will require a site plan showing access points, fencing/screening, landscaping, and signage. The fee for a Conditional Use Permit is $600.

I am regularly visiting City Hall on Tuesday mornings if an in person discussion would be helpful.

Sincerely,

Ryan Nolan
City Planner
541-423-1382, rnolan@rvcog.org

December 7, 2021

Jason Asbill,

Re: Outdoor storage at 20811, 20795, 20783, and 20771 Hwy 62

The purpose of this letter is to remind you that the City received complaints regarding ongoing outdoor storage without a permit. Your property is identified as 20811, 20795, 20783, and 20771 Hwy, or more accurately as Map Number 34-1W-21 AD Tax Lots 3300, 3100, 3000, and 2900.

Concerned citizens have noted that there are vehicles and equipment parked on your property. Following a similar notice in June you expressed that you would be working towards approval/compliance related to the Outdoor Storage. The City will expect that an application for approval be submitted within the next month, or the Outdoor Storage cease until a Conditional use Permit is approved.

I am attaching an application for a Conditional Use Permit. Similar to the approved use across the street, any new use, including outdoor storage of vehicles requires approval from the Planning Commission. An application will require a site plan showing access points, fencing/screening, landscaping, and signage. The fee for a Conditional Use Permit is $600.

I am regularly visiting City Hall on Tuesday mornings if an in person discussion would be helpful.

Sincerely,

Ryan Nolan
City Planner
541-423-1382, rnolan@rvcog.org

Debby Jermain

From: jason asbill <southernoregonwildernessadventures@outlook.com>
Sent: Wednesday, January 12, 2022 11:00 AM
To: Ryan Nolan
Cc: Debby Jermain
Subject: RE: e-mail address

To whom it may concern,

In regards to the 4 commercial lots across the street from my business. Id like it to be known that I have every intention of developing the lots into a very nice parking lot with eventually another store front or something similar.

As of right now I am tapped on money to be able to do such a task. I put a lot of money into my equipment and remodel down here at SOWA. On top of that I just purchased on an owner carry situation 440 acres to build a Adventure Park to help expand the business to help create more jobs and bring more revenue to our little town. This park would affect everyone's businesses. From food, to gas, to the stores, to the other parks.

I am asking for you to please look into your heart and give me some time to develop those lots. If you give me 2 years I will have them developed by then. Part of the issue is the cost to develop such a large piece of land. Between filling it in, base rock, then gravel or pavement, then fencing and landscaping I am looking at to probably close to $80k. I don't have anywhere near those type of funds right now.

I am currently parking my equipment over there temporarily because it is our off season. Once the sun comes back out they equipment will move. All of the equipment is my equipment. The boats, the trailers, the vans and truck and the motorhome. They are all associated with the business. As you can see it would be almost impossible to park everything at SOWA. I know I have approval for storage over hereat SOWA but it makes the place of business look really bad. I tried that and it was horrible. There was no where for customers to park for the Mug n deli.

When it comes down to it the empty lots are just an extension of my current business. The property is in the business name and everything. I'm hoping you will recognize this and treat it as such when it comes to the conditional use permit.

Im sure most of you can see I am doing nothing but trying to better this community that I was born and raised in. I have lived here my entire life and will never leave. I want nothing more than this to be the most beautiful place in town. Its just going to take some time. Please give me some grace and be patient with me.

Thank you for your time and consideration in this matter. Have a blessed day.

Sincerely,
Jason Asbill
SOWA

Sent from Mail for Windows

From: Ryan Nolan
Sent: Tuesday, January 11, 2022 9:39 AM
To: 'jason asbill'
Cc: 'Debby Jermain'
Subject: e-mail address

Jason,

Here's our e-mail addresses, so you don't have to search for them.