

Date Received: 12-31-08
Planner: DR

Steve & Sheri Tofflemoyer
P.O. Box 197
Springfield, OR, 97477

December 29, 2008

David Reesor
Senior Planner
City of Springfield
Planning and Community Development

RE: Tax lot 18-02-05-1900

Dear Mr. Reesor,

We received your letter regarding the UGB Review Process. I have included copies of the letter received from Jeff Paschal as well as the agreement signed by Brian Evans, Al Peroutka, and ourselves when the City of Springfield acquired the drainage easement on our property in 2005. You should find the original signed copies in the file with the City of Springfield.

We want assurance that our property is considered in the current UGB expansion areas. Please let us know if there are any specific steps we need to take to be assured of this.

Thank You,

Steve Tofflemoyer
Sheri Tofflemoyer
Steve and Sheri Tofflemoyer
541-726-6752
toffs@clearwire.net

street reference needed

June 21, 2005

Mr. and Mrs. Tofflemoyer
P.O. Box 197
Springfield, Oregon 97477

SUBJECT: Counteroffer for a Drainage Easement on tax lot 18-02-05-1900

Dear Mr. and Mrs. Tofflemoyer:

I am writing in response to your counteroffer dated June 2, 2005. This is to notify you the City is willing to agree to the following terms and conditions, which very closely align with your submitted counteroffer and our subsequent conversations regarding the acquisition:

- Changes to the easement description shall be made based upon the revised design as we discussed on June 14, 2005. The final dollar amount of the offer will be based upon \$21,450 per acre and the acreage total calculated from the revised swale design. The City will pay 75% of the value for the actual easement area and 100% for the area that will be secluded by the easement. The City also agrees to pay \$3,436 for the hazelnut trees and also pay all closing costs associated with the finalization of this agreement.
- The City agrees to pay rent for any property outside the easement area that may be utilized for construction staging. However, it anticipated that all staging shall be contained within the easement area and no rent compensation is required.
- The City agrees to construct a suitable crossing for the future extension of Dixie Drive. The crossing shall include at a minimum, a culvert and fill over the culvert.
- Finally, unless directed otherwise by the City Council, the City will include consideration of the subject property in any general evaluation of urban growth boundary decisions made within the next 5 years. The City may, however, take site-specific actions on urban growth boundary expansions which may not include consideration of this property. Past examples of such site-specific actions include the Council-initiated expansion for the Sports Center development and the Council-initiated expansion which allowed development of Blue Water Boats.

Please let me know if these terms and conditions are acceptable to you, and Lane County will prepare the payment and final documents for your signature.

Sincerely,

Jeff Paschall, P.E.
Project Manager

NAME: Steven/ Sheri Tofflemoyer
PROJECT: 42nd St. Project
PARCEL: 1377-26

OWNER'S COUNTEROFFER

I, the undersigned owner, hereby agrees to sell to the City of Springfield the real property rights described in the County's Offer to Purchase, acting as the agent for the City of Springfield, dated March 29, 2005, subject to the City of Springfield's acceptance of the following listed changes to the terms and conditions set forth in said Offer:

1. The information contained in the letter from Jeff Paschall (Project Manager) to Mr. And Mrs. Tofflemoyer, dated June 21, 2005 is incorporated in this counteroffer.
2. Based on the June 21st, 2005 letter the just compensation for the property rights to be acquired will be a total of \$22,150. This amount includes \$13,352 for the .83-acre drainage easement, \$5,362 for the .25-acre area secluded from the remainder property by the drainage ditch, and \$3,436 for the hazelnut trees.
3. All construction and construction equipment shall be contained within the purchased easement areas.
4. The City agrees to construct a suitable crossing for the future extension of Dixie Drive.
5. The City agrees to the information about the Urban Growth Boundary contained in the above referenced letter of June 21st, 2005.

Based on the above changes, the total compensation acceptable to the owners for the purchase of the aforementioned property rights is **\$22,150.00.**

Dated this _____ day of _____, 2005.

Steven D. Tofflemoyer

Date _____

Sheri K. Tofflemoyer

Date _____

ACCEPTANCE OF COUNTEROFFER

The City Of Springfield accepts the above Counteroffer and agrees to pay the owner(s) of the subject parcel the sum of \$22,150.00 in accordance with the terms and conditions of the Offer to Purchase Real Property dated March 29, 2005 as amended by the changes set forth in the above Counteroffer.

By: _____
Brian Evans- Senior Real Property Officer Date

By: _____
Al Peroutka - City Engineer Date