

2829 Buckhorn Springs Road

349 Acres in the Cascade-Siskiyou Monument + Youth Retreat Entitlements



Ashland, Jackson County, Oregon

Chris Martin - Ashley Lacer - Alex Larson - Shannon Forrest

541.660.5111

Team@MOPG.com



LANDLEADER

MOPG

by **John L. Scott**

349 Acres in Ashland | A recreational playground with commercial opportunity!

Spanning nearly 350 acres in the hills above Ashland, this property captures the kind of scale and natural character that has become increasingly rare in Southern Oregon. Sloping terrain, mixed forest, and varied elevations create a landscape that feels expansive and immersive — a place where you can walk for hours and continually discover new parts of the property.

Nearly one mile of year-round Baldy Creek flows through the heart of the property, joined by additional frontage along Emigrant Creek. Live water defines the land — drawing wildlife, cooling the air, and adding a steady soundtrack to the forested setting. Whether your vision includes conservation, recreation, or long-term stewardship, dependable creek frontage brings both beauty and substance to the offering.

Timber stands across much of the acreage, offering both privacy and future potential. A timber cruise is recommended to quantify volume, but merchantable timber has been observed, adding another dimension to the property's value. Located within the Rogue Hunting Unit, the land also supports strong wildlife habitat, making it well suited for hunting, hiking, horseback riding, and year-round outdoor exploration. Access throughout the property is supported by a private internal road system, allowing you to navigate the terrain with confidence.

Infrastructure is already in place. A 4,000 square foot metal building, constructed in 2021, is served by substantial 600-amp electrical service — a level of power rarely found on rural forest properties. A 25 GPM domestic well provides water, and fuels reduction work has been completed, improving both resiliency and overall land management.

Fully Entitled Youth Camp | Approved & Ready for Vision

This property carries conditional use approval from Jackson County for operation as a Youth Camp under a Type 2 land use authorization — a meaningful milestone in a region where entitlements of this scale can take years to secure, with no guarantee of success.

The approval allows organized youth programming with an overnight capacity of up to 100 youth participants and 25 staff or volunteers. The use is structured and program-based, designed to support education, leadership development, outdoor skills training,

faith-based retreats, and other organized youth experiences centered around the natural landscape.

The approved site plan thoughtfully distributes improvements across the two tax lots.

On Tax Lot 3600, plans allow for an approximately 8,000 square foot lodge or common-use building designed to serve as the central gathering space for dining, meetings, and indoor programming. Sixteen cabins, each approximately 500 to 600 square feet, provide housing for campers, while a designated caretaker residence supports on-site management and long-term oversight. Forty-nine parking spaces are approved to accommodate staff, volunteers, and visitors.

Tax Lot 6200 expands the experience into a more immersive outdoor setting, with approval for 30 yurt or bell tent sites arranged across designated areas of the property. Open activity areas provide space for recreation, instruction, and group gatherings, supported by 19 additional parking spaces.

The approval framework maintains a clear mission focus. Adult participation is permitted only as an accessory use and is limited to no more than 10 percent of total annual camper nights. Short-term rentals, public lodging, event venue use, and commercial campground operations are not permitted, preserving the intended character of the project and reinforcing its purpose-driven design.

In today's regulatory environment, the entitlement process often represents the greatest hurdle to development. Here, much of that uncertainty has already been addressed. The time, expense, and risk associated with navigating land use approvals have largely been absorbed — allowing the next owner to focus on execution rather than permission.

Private Land Within a National Monument Setting

Few properties can say they share a boundary with a landscape protected at the federal level. The Cascade–Siskiyou National Monument was designated to preserve one of the most biologically diverse regions in the Pacific Northwest — a place where the Cascade Range, Siskiyou Mountains, and Klamath Mountains converge. This meeting of mountain systems creates a rare ecological blend, where plant and wildlife species from multiple regions overlap and thrive within a relatively compact area.

Oak savannas transition into mixed conifer forests. Riparian corridors give way to open grasslands and higher elevation meadows. The variety is not subtle — it is layered and dynamic, shaped by geology, elevation, and water. The Monument is nationally recognized for its biodiversity, scenic integrity, and long-term conservation focus.

For this property, adjacency is more than a line on a map. It means the boundary to the south and east is not another subdivision or future development — it is protected land. It

provides immediate access to thousands of acres for hiking, exploration, wildlife observation, and immersive outdoor programming. It creates a natural buffer that preserves privacy and protects the surrounding viewshed.

This is not simply land near public access. It is private acreage directly bordering a federally protected monument — a setting that offers both recreational depth and long-term confidence in the permanence of the landscape around it.

A truly rare stewardship opportunity!

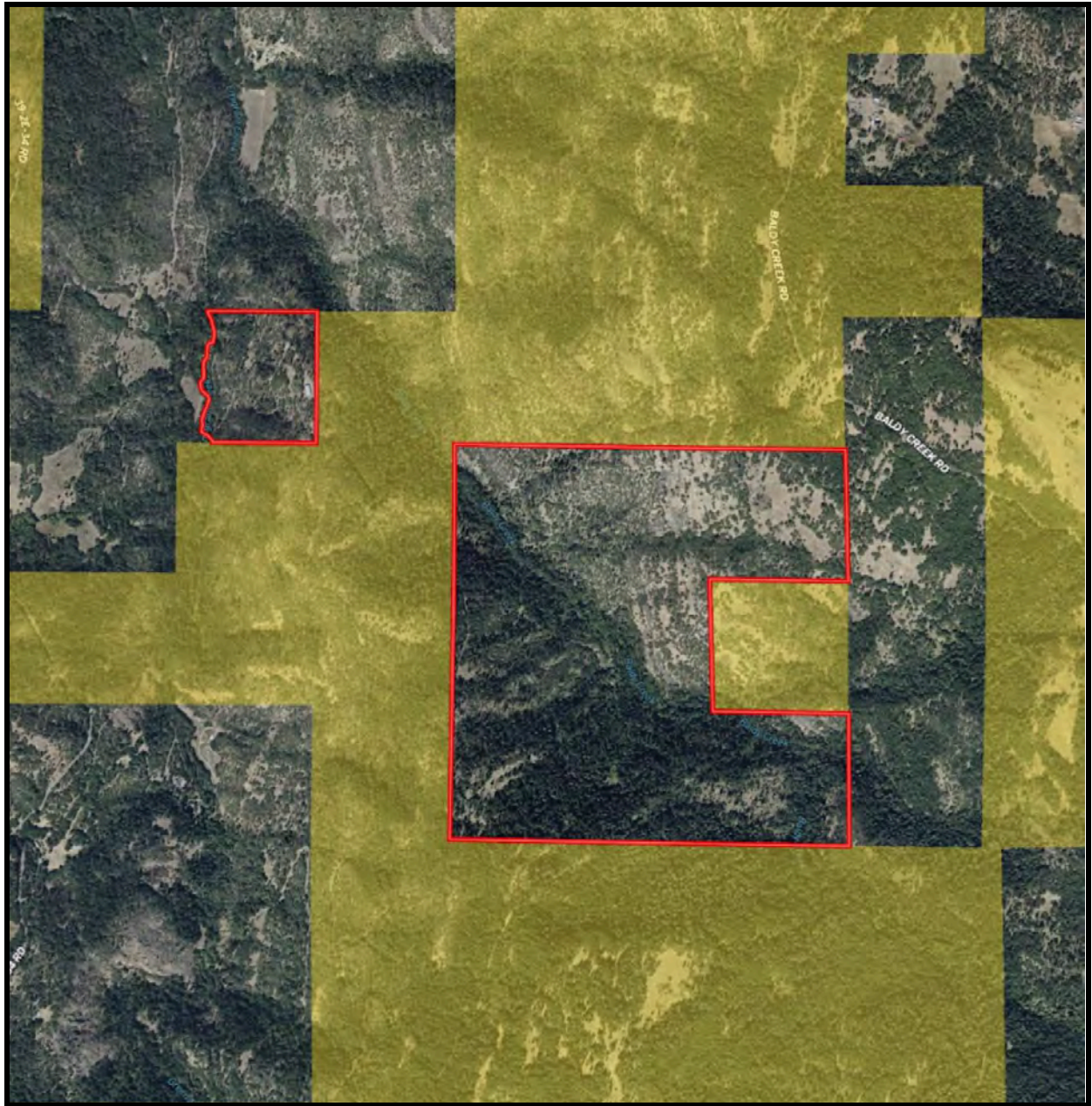
Whether envisioned as a legacy landholding, a mission-driven youth camp, or a private recreational retreat with meaningful commercial upside, 2829 Buckhorn Springs Road offers a combination that is increasingly difficult to assemble — scale, live water, infrastructure, entitlement, and direct monument adjacency. The land stands on its own. The approvals are in place. The surrounding landscape is protected. What remains is the opportunity to carry it forward — to steward it, develop it, and shape its next chapter in one of Southern Oregon's most compelling natural settings.



Aerial Map



Public Lands Map



Property Identification

The property has a physical address of 2829 Buckhorn Springs Road, Ashland, Oregon 97520. It is made up of 2 parcels and 2 tax lots as shown in the table below.

Property Identification						
Township	Range	Section	Tax Lot	Account #	Acres	Zoning
40S	2E	13	3600	10108983	33.05	FR
40S	3E	18	6200	10111282	<u>316.08</u>	FR
				Total	349.13	

Property Details

Access:	Access is via gravel driveway off of Buckhorn Springs Rd
Present Land Use:	Recreational Land with Entitlements
2025 Taxes:	\$3,049.41
Zoning:	FR (Forest Resource)
Elevations:	+/- 2,800' - 4,160' above sea level
Topography:	Sloped
Live Water:	+/-400' of frontage along Emigrant Creek +/- a mile of frontage on Baldy Creek
Domestic Water:	Private Well Well: 25 GPM per well log JACK64971
Sanitation:	System Approved - ATT System with 1000' drainfield
Electric/Power:	600-Amp service with underground delivery
Internet:	Starlink available

Shop Characteristics

Size:	+/- 4,000 square feet (40x100)
Year of Construction:	2021
Construction:	Freespan - 2.5" metal uprights/rafters (5' on center)
Foundation:	Slab floor
Siding/Roofing:	Metal
Electrical:	3 Panels installed



Youth Camp

The property carries conditional approval from Jackson County for a Youth Camp (Type 2 approval), allowing organized programming with overnight capacity for:

- 100 youth participants
- 25 staff and volunteers
- Total overnight population of 125

Approved improvements include:

Tax Lot 3600

- Approximately 8,000 SF lodge / common use buildings
- 16 cabins (500–600 SF each)
- Caretaker residence
- 49 parking spaces

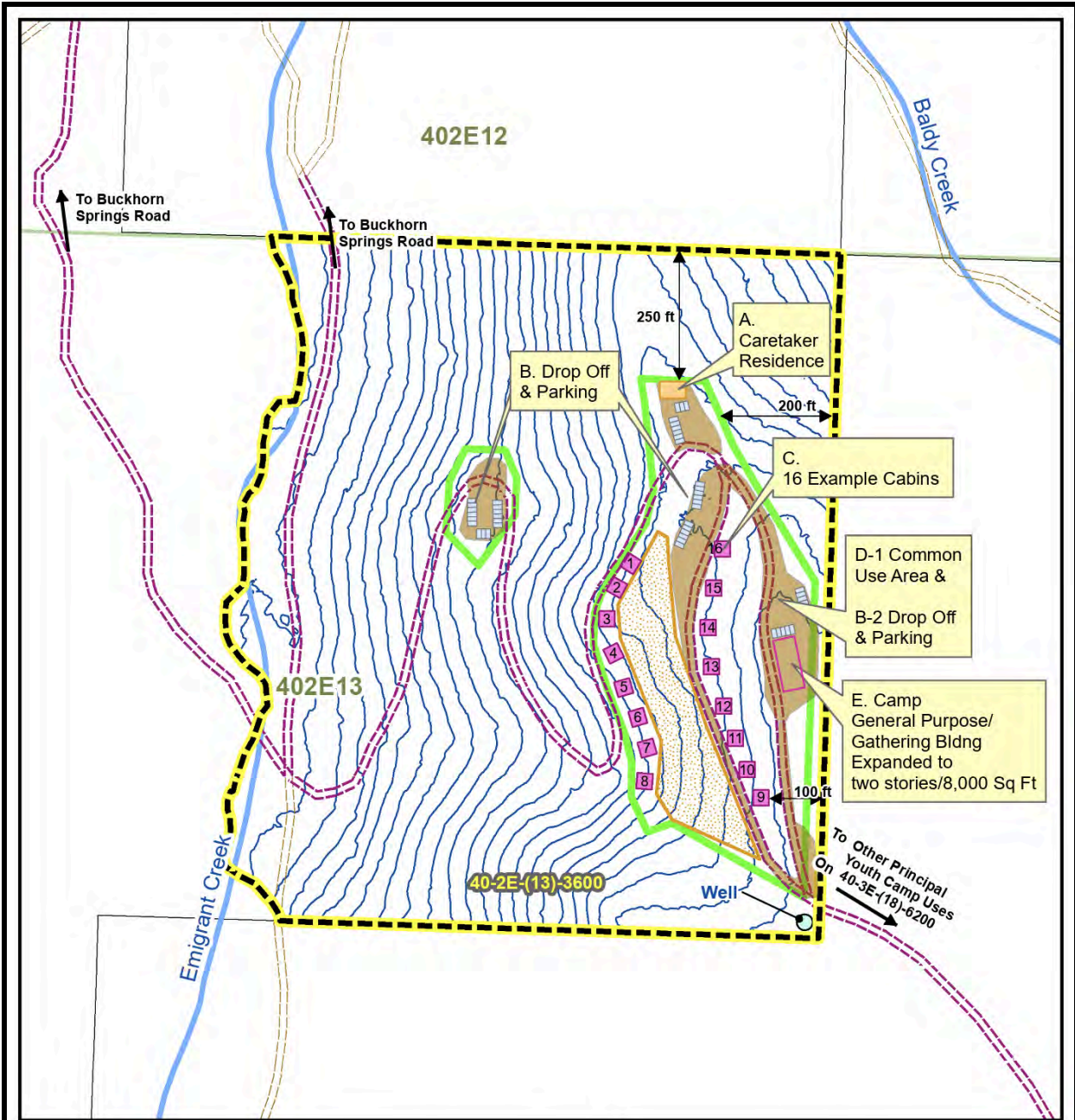
Tax Lot 6200

- 30 yurt or bell tent sites
- Open activity areas
- 19 parking spaces

Permitted uses include education, outdoor skills, leadership development, faith-based programming, and structured youth recreation. Adult participation is allowed only as an accessory use and is capped at no more than 10% of annual camper nights. In a regulatory climate where securing entitlements of this scale can take years without certainty, this approval represents significant time, cost, and risk already absorbed.

Disclaimer: Short-term rentals, public lodging, event venue use, and commercial campground operations are not permitted — preserving the mission-driven nature of the approval.

Site Plan - TL 3600



 9x18_parking	 Roads Serving Youth Camp
 circulation_parking	 Class I or II Streams
 Primary_Use_Areas_2024	 Well
 Subject TL3600	 Prospective Septic
 Example Cabins	
 Example Caretaker *	

All improvement locations are approximate
Contours and Lot Lines are also approximate

Date: 8/2/2024

Site Plan TL 3600

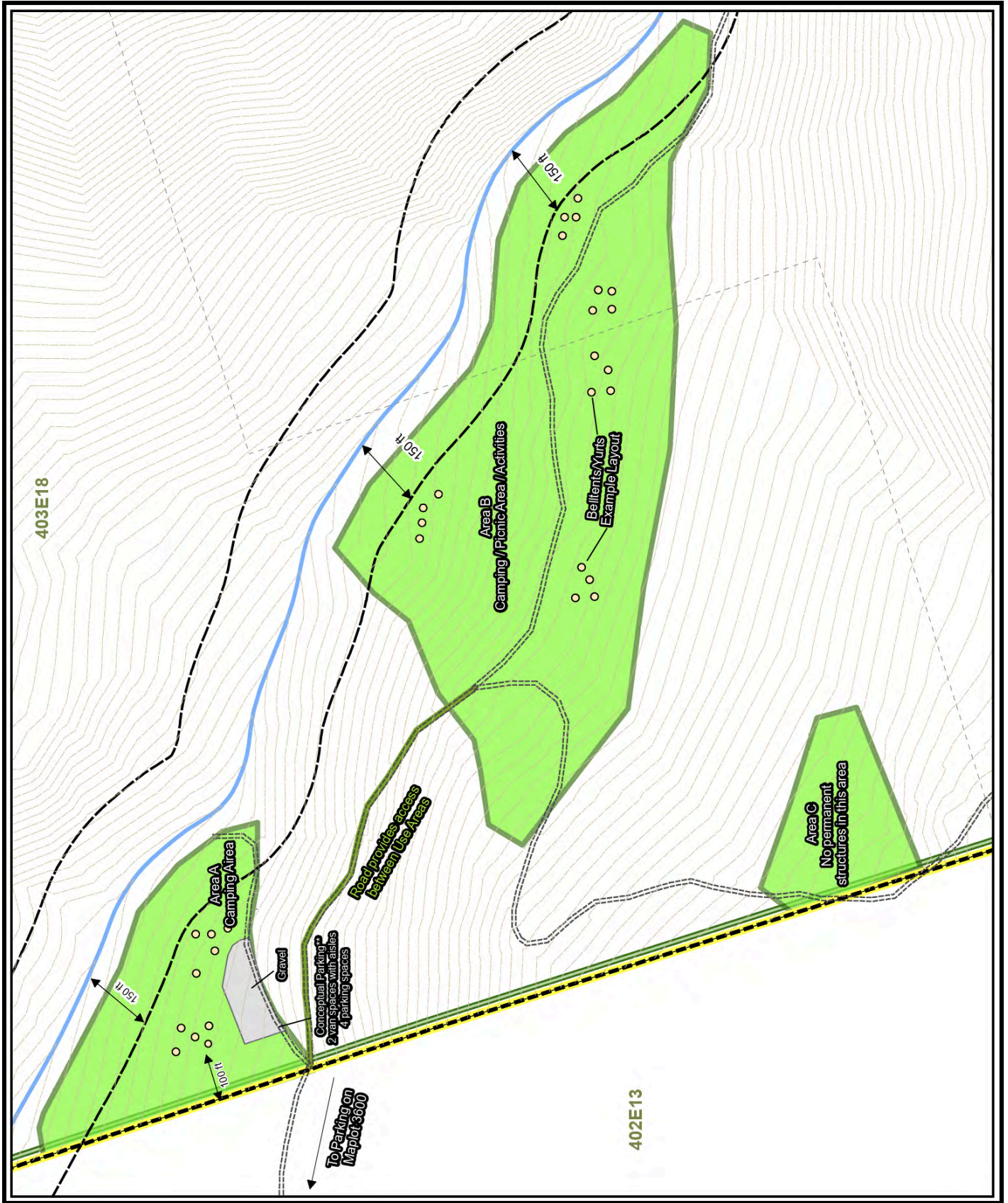
Youth Camp Amendment

Living Lore LLC / Baldy Springs LLC
40-2E-(13)-3600 & 40-3E-(18)-6200
& Part of 40-2E-103

0 125 250 500
Feet



Site Plan - TL 6200



Locational Attributes

Ashland sits at the southern edge of Oregon, just minutes north of the California border along Interstate 5. This corridor connects the region directly to Medford and Grants Pass to the north and to Redding and the greater Sacramento Valley to the south. From Ashland, Highway 66 climbs east toward Klamath Falls and Upper Klamath Lake, while Highway 99 and Interstate 5 provide quick access to the Rogue Valley International–Medford Airport. The Oregon coast is reachable via Highway 199 through Grants Pass, and Crater Lake National Park lies within a scenic drive to the northeast.

This strategic positioning places Ashland at a natural crossroads between Oregon and California — close enough to major West Coast markets for accessibility, yet far enough removed to retain its small-town character and mountain setting.

Ashland and the surrounding border region are known for their outdoor lifestyle and cultural depth. The area is framed by the Siskiyou Mountains to the south and the Cascade Range to the east, creating a dramatic landscape of forested peaks, open meadows, and year-round creeks. Emigrant Lake, Howard Prairie Lake, Hyatt Lake, and Fish Lake provide boating and fishing opportunities, while the Rogue and Applegate Rivers draw anglers and whitewater enthusiasts from across the West Coast. The Pacific Crest Trail crosses the nearby high country, and thousands of acres of public land — including the Cascade–Siskiyou National Monument — offer hiking, horseback riding, hunting, and backcountry exploration.

Ashland itself is widely recognized for the Oregon Shakespeare Festival, Southern Oregon University, and a vibrant downtown filled with local restaurants, galleries, and boutique shops. Lithia Park, with its miles of trails and natural springs, anchors the community's connection to the outdoors. The region enjoys a Mediterranean climate with warm, dry summers, colorful autumns, and generally mild winters at valley elevations, while nearby higher elevations offer snow sports at Mt. Ashland Ski Area.

Historically, timber, cattle, and orchard crops shaped the economy of the Rogue Valley and surrounding Siskiyou region. Pear orchards were once a dominant agricultural driver, and forestry remains an important part of the broader regional identity. Over the past two decades, viticulture has expanded significantly, with the Rogue Valley and Applegate Valley American Viticultural Areas gaining recognition for their ability to produce a wide range of high-quality varietals. Today, vineyards, small farms, and ranches share the landscape with conserved forestland and recreation-based tourism.

The Ashland region offers a rare combination of accessibility, natural beauty, economic diversity, and cultural vibrancy — a place where mountain landscapes, working lands, and community life intersect.

Climate

From a climate perspective, Southern Oregon offers the most diverse growing conditions in Oregon and arguably in the United States. According to Dr. Greg Jones, a local expert climatologist, the maritime air masses that originate over the Pacific are cooled by the ocean currents offshore and moderate the climate of the region. The Rogue Valley has the higher elevations and, along with their general north-south tending valleys, proximity to the ocean, and intervening topographical barriers, creates a climate transect of wetter and cooler conditions in the western parts of the region to the warmer and drier eastern areas.

Winter temperatures below freezing and summer temperatures above 90°F are common. July average maximum temperatures range from the low 80s to the lower 90s and January average minimum temperatures stay around the low 30s. There is an average of 36 inches of rain and an average of 5 inches of snow per year. On average, there are also 194 sunny days per year in Josephine County.

Sources: Greg Jones, <https://www.linfield.edu/wine/greg-jones.html> and Sperling's Best Places.

Notice of Disclosures

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Exhibit A

(Property Information)



First American Title™

Customer Service Department
541.776.4555
cservice@firstam.com
Date: 12/10/2025

OWNERSHIP INFORMATION

Owner: Baldy Springs LLC Et Al
CoOwner:
Site: 2829 Buckhorn Springs Rd Ashland OR 97520
Mail: PO Box 743 Ashland OR 97520

Parcel #: 10108983
Ref Parcel #: 402E000003600
TRS: 40S / 02E / 00
County: Jackson

PROPERTY DESCRIPTION

Map Grid:
Census Tract: 002500 Block: 2283
Neighborhood:
School Dist: 5 Ashland
Impr Type:
Subdiv/Plat:
Land Use: 641 - Forest - Unzoned farm land - Improved
(typical of class)
Std Land Use: 7009 - Timberland, Forest, Trees (Agricultural)
Zoning: County-FR - Forest Resource
Lat/Lon: 42.096667 / -122.529976
Watershed: Bear Creek
Legal:

ASSESSMENT AND TAXATION

Market Land: \$146,090.00
Market Impr: \$165,300.00
Market Total: \$311,390.00 (2025)
% Improved: 0.00%
Assessed Total: \$65,140.00 (2025)
Levy Code: 0502
Tax: \$883.78 (2024)
Millage Rate: 11.3106
Exemption: \$0.00
Exemption Type:

MAIN PROPERTY CHARACTERISTICS

Bedrooms: 0	Total SqFt: 4,000 SqFt	Year Built: 2021
Baths, Total: 0	First Floor: 0 SqFt	Eff Year Built:
Baths, Full: 0	Second Floor: 0 SqFt	Lot Size Ac: 33.05 Acres
Baths, Half: 0	Basement Fin: 0 SqFt	Lot Size SF: 1,439,658 SqFt
Total Units: 0	Basement Unfin: 0 SqFt	Lot Width: 0
# Stories:	Basement Total: 0 SqFt	Lot Depth: 0
# Fireplaces: 0	Attic Fin: 0 SqFt	Roof Material:
Cooling: No	Attic Unfin: 0 SqFt	Roof Shape:
Heating:	Attic Total: 0 SqFt	Ext Walls:
Building Style:	Garage: 0 SqFt	Const Type:

IMPROVEMENT: 153341 - 852 - FARM BLDG

Metal Component Bldg

Year Built: 2021	Total SqFt: 0
Bedrooms: 0	Finished SqFt: 4,000
Bath Total: 0	1st Floor SqFt: 0
Garage SqFt: 0	2nd Floor SqFt: 0
Basement Unfin SqFt: 0	Attic Fin SqFt: 0
Basement Fin SqFt: 0	Attic Unin SqFt: 0
Floor Dsc:	

PARCEL ID: 10108983

Condition:
Unfinished SqFt: 0
Carport SqFt: 0
Heat Type:
Ext. Wall:
Foundation:

SALES AND LOAN INFORMATION

Owner	Date	Doc #	Sale Price	Deed Type	Loan Amt	Loan Type
BALDY SPRINGS LLC	02/09/2021	5939	\$300,000.00	Warranty Deed		Conv/Unk
ACE 31 LLC	12/30/2011	40481	\$200,000.00	Warranty Deed		Conv/Unk
TIMBER PRODUCTS CO	08/04/1998	35784	\$705,000.00	Warranty Deed		Conv/Unk

Sentry Dynamics, Inc. and its customers make no representations, warranties or conditions, express or implied, as to the accuracy or completeness of information contained in this report.

STATEMENT OF TAX ACCOUNT
JACKSON COUNTY TAX COLLECTOR
JACKSON COUNTY COURTHOUSE
MEDFORD, OR 97501
(541) 774-6541

10-Dec-2025

BALDY SPRINGS LLC ET AL
PO BOX 743
ASHLAND OR 97520

Tax Account #	10108983	Lender Name	
Account Status	A	Loan Number	
Roll Type	Real	Property ID	0502
Situs Address	2829 BUCKHORN SPRINGS RD ASHLAND/COUNTY OR	Interest To	Dec 10, 2025

Tax Summary

Tax Year	Tax Type	Total Due	Current Due	Interest Due	Discount Available	Original Due	Due Date
2025	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$926.27	Nov 15, 2025
2024	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$883.78	Nov 15, 2024
2023	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$868.14	Nov 15, 2023
2022	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$814.33	Nov 15, 2022
2021	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$166.73	Nov 15, 2021
2020	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$158.50	Nov 15, 2020
2019	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$147.33	Nov 15, 2019
2018	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$137.39	Nov 15, 2018
2017	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$141.23	Nov 15, 2017
2016	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$135.15	Nov 15, 2016
2015	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$129.64	Nov 15, 2015
2014	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$121.98	Nov 15, 2014
2013	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$110.88	Nov 15, 2013
2012	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$107.14	Nov 15, 2012
2011	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$100.19	Nov 15, 2011
2010	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$105.39	Nov 15, 2010
2009	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$97.84	Nov 15, 2009
2008	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$99.56	Nov 15, 2008
2007	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$84.73	Nov 15, 2007
2006	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$82.90	Nov 15, 2006
2005	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$82.28	Nov 15, 2005
2004	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$71.11	Nov 15, 2004
2003	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$37.51	Nov 15, 2003
2002	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$50.32	Nov 15, 2002
2001	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$35.84	Nov 15, 2001
2000	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$33.51	Nov 15, 2000
1999	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$29.75	Nov 15, 1999
1998	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$29.84	Nov 15, 1998
1997	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$37.69	Dec 15, 1997
1996	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$36.01	Nov 15, 1996
Total		\$0.00	\$0.00	\$0.00	\$0.00		



First American Title™

Customer Service Department
541.776.4555
cservice@firstam.com
Date: 12/10/2025

OWNERSHIP INFORMATION

Owner: Baldy Springs LLC Et Al
CoOwner:

Site: Baldy Cr Rd OR 97520
Mail: PO Box 743 Ashland OR 97520

Parcel #: 10111282
Ref Parcel #: 403E000006200
TRS: 40S / 03E / 00
County: Jackson

PROPERTY DESCRIPTION

Map Grid:
Census Tract: 002500 Block: 2269
Neighborhood:
School Dist: 5 Ashland
Impr Type:
Subdiv/Plat:
Land Use: 600 - Forest - Vacant
Std Land Use: 7009 - Timberland, Forest, Trees (Agricultural)
Zoning: County-FR - Forest Resource
Lat/Lon: 42.089324 / -122.516314
Watershed: Bear Creek
Legal:

ASSESSMENT AND TAXATION

Market Land: \$93,240.00
Market Impr: \$0.00
Market Total: \$93,240.00 (2025)
% Improved: 0.00%
Assessed Total: \$70,207.00 (2025)
Levy Code: 0502
Tax: \$1,927.56 (2024)
Millage Rate: 11.3106
Exemption: \$0.00
Exemption Type:

MAIN PROPERTY CHARACTERISTICS

Bedrooms: 0	Total SqFt: 0 SqFt	Year Built: 0
Baths, Total: 0	First Floor: 0 SqFt	Eff Year Built:
Baths, Full: 0	Second Floor: 0 SqFt	Lot Size Ac: 316.08 Acres
Baths, Half: 0	Basement Fin: 0 SqFt	Lot Size SF: 13,768,444 SqFt
Total Units: 0	Basement Unfin: 0 SqFt	Lot Width: 0
# Stories:	Basement Total: 0 SqFt	Lot Depth: 0
# Fireplaces: 0	Attic Fin: 0 SqFt	Roof Material:
Cooling: No	Attic Unfin: 0 SqFt	Roof Shape:
Heating:	Attic Total: 0 SqFt	Ext Walls:
Building Style:	Garage: 0 SqFt	Const Type:

SALES AND LOAN INFORMATION

Owner	Date	Doc #	Sale Price	Deed Type	Loan Amt	Loan Type
	01/16/2021	2021-5939	\$300,000.00	22		
ACE 31 LLC	12/30/2011	40481	\$200,000.00	Warranty Deed		Conv/Unk

Sentry Dynamics, Inc. and its customers make no representations, warranties or conditions, express or implied, as to the accuracy or completeness of information contained in this report.



After recording return to:
Baldy Springs LLC An Oregon Limited
Liability Company
P.O. Box 743
Ashland, OR 97520

Until a change is requested all tax
statements shall be sent to the
following address:
Baldy Springs LLC An Oregon Limited
Liability Company
P.O. Box 743
Ashland, OR 97520

File No.: 7162-3650299 (JS)
Date: January 05, 2021

THIS SPACE RESERVED

Jackson County Official Records **2021-005939**
R-WD
Stn=16 MORGANSS **02/09/2021 02:01:40 PM**
\$20.00 \$10.00 \$11.00 \$11.00 \$60.00 **\$112.00**

I, Christine Walker, County Clerk for Jackson County, Oregon, certify
that the instrument identified herein was recorded in the Clerk
records.
Christine Walker - County Clerk

STATUTORY WARRANTY DEED

Ace 31, LLC, a Nevada Limited Liability Company, Grantor, conveys and warrants to **Baldy Springs LLC, An Oregon Limited Liability Company, as to Parcel 1 and Lions Mane LLC, An Oregon Limited Liability Company as to Parcel 2**, Grantee, the following described real property free of liens and encumbrances, except as specifically set forth herein:

See Legal Description attached hereto as Exhibit A and by this reference incorporated herein.

Subject to:

1. Covenants, conditions, restrictions and/or easements, if any, affecting title, which may appear in the public record, including those shown on any recorded plat or survey.

The true consideration for this conveyance is **\$300,000.00**. (Here comply with requirements of ORS 93.030)

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

Dated this 16 day of 1/16, 2021.

Ace 31, LLC, a Nevada Limited Liability Company

By: Herbert Singer
Name: Herbert Singer
Title: Member

STATE OF _____)
County of _____)ss.
_____)

This instrument was acknowledged before me on this _____ day of _____, 20____
by Herbert Singer as Member of Ace 31, LLC, a Nevada Limited Liability Company, on behalf of the LLC.

Notary Public for _____
My commission expires:

= See attached =

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of Los Angeles)

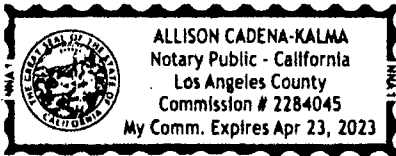
On 1/16/2021 before me, Allison Cadena-Kalma, Notary Public,
Date Here Insert Name and Title of the Officer

personally appeared HERBERT SINGEN
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: REAL ESTATE MORTGAGE DEED Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

EXHIBIT A

LEGAL DESCRIPTION: Real property in the County of Jackson, State of Oregon, described as follows:

PARCEL 1:

TRACT A:

The South Half of the Southwest Quarter, the Northeast Quarter of the Southwest Quarter, the Southwest Quarter of the Southeast Quarter of Section 18, Township 40 South, Range 3 East of the Willamette Meridian in Jackson County, Oregon.

TRACT B:

The South Half of the Northwest Quarter, the Northwest Quarter of the Southwest Quarter, Southwest Quarter of the Northeast of Section 18, Township 40 South, Range 3 East of the Willamette Meridian in Jackson County, Oregon.

PARCEL 2:

The Northwest Quarter of the Northeast Quarter of Section 13, Township 40 South, Range 2 East, Willamette Meridian in Jackson County, Oregon, lying East of Immigrant Creek.

NOTE: This legal description was created prior to January 1, 2008.

A.P.N.: 1-010898-3

STATEMENT OF TAX ACCOUNT
JACKSON COUNTY TAX COLLECTOR
JACKSON COUNTY COURTHOUSE
MEDFORD, OR 97501
(541) 774-6541

10-Dec-2025

BALDY SPRINGS LLC ET AL
PO BOX 743
ASHLAND OR 97520

Tax Account #	10111282	Lender Name	
Account Status	A	Loan Number	
Roll Type	Real	Property ID	0502
Situs Address	BALDY CR RD ASHLAND/COUNTY OR 97520	Interest To	Dec 10, 2025

Tax Summary

Tax Year	Tax Type	Total Due	Current Due	Interest Due	Discount Available	Original Due	Due Date
2025	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$2,123.14	Nov 15, 2025
2024	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$1,927.56	Nov 15, 2024
2023	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$1,983.90	Nov 15, 2023
2022	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$1,665.71	Nov 15, 2022
2021	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$1,558.70	Nov 15, 2021
2020	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$1,481.00	Nov 15, 2020
2019	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$1,374.73	Nov 15, 2019
2018	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$1,282.04	Nov 15, 2018
2017	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$1,318.75	Nov 15, 2017
2016	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$1,261.33	Nov 15, 2016
2015	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$1,209.59	Nov 15, 2015
2014	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$1,137.20	Nov 15, 2014
2013	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$1,033.46	Nov 15, 2013
2012	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$998.24	Nov 15, 2012
2011	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$932.64	Nov 15, 2011
2010	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$898.06	Nov 15, 2010
2009	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$829.88	Nov 15, 2009
2008	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$849.47	Nov 15, 2008
2007	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$721.95	Nov 15, 2007
2006	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$711.22	Nov 15, 2006
2005	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$707.85	Nov 15, 2005
2004	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$603.90	Nov 15, 2004
2003	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$364.24	Nov 15, 2003
2002	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$485.88	Nov 15, 2002
2001	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$350.27	Nov 15, 2001
2000	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$325.11	Nov 15, 2000
1999	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$289.43	Nov 15, 1999
1998	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$289.94	Nov 15, 1998
1997	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$363.21	Dec 15, 1997
1996	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$348.14	Nov 15, 1996
Total		\$0.00	\$0.00	\$0.00	\$0.00		

Improvement Summary

JACKSON County

For Assessment Year 2026

Account ID 10108983

Map 402E00-00-03600

Situs 2829 BUCKHORN SPRINGS RD ASHLAND/COUNTY OR

Mailing BALDY SPRINGS LLC ET AL
PO BOX 743
ASHLAND OR 97520

Bldg	Code Area	Stat Class	Year Built	Comp %	Description	Sqft
1	0502	852	2021	100	852 - Metal Component Bldg	4,000

Rooms:

					Floors			
Description					Class	Comp %	OR %	Sqft
Building Structure					6	100	164	4000

				Improvement Inventory			
Description	Qty/Size	Description	Qty/Size				Qty/Size

Total RMV \$158,380

WHEN RECORDED RETURN TO:
Schwabe Williamson & Wyatt, P.C.
1211 SW Fifth Avenue
Suite 1900
Portland, Oregon 97204
Attention: Dylan Sollfrank

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE ONLY

ACCESS EASEMENT AGREEMENT

This ACCESS EASEMENT AGREEMENT (this "**Agreement**") is made and entered into as of _____, 2025 (the "**Effective Date**") by and between RETURN TO NATURE, LLC, an Oregon limited liability company ("**Grantor**"), and BALDY SPRINGS LLC, an Oregon limited liability company, and LIONS MANE LLC, an Oregon limited liability company (individually, collectively, jointly and severally, "**Grantee**").

RECITALS

A. Grantor is the owner of that certain real property located in Jackson County, Oregon, as more particularly described on the attached Exhibit A (the "**Burdened Property**").

B. Grantee is the owner of that certain real property located in Jackson County, Oregon, as more particularly described on the attached Exhibit B (the "**Benefited Property**").

C. Grantee is developing the Benefited Property as a youth camp for up to 100 youth and 25 employees (including volunteers) (the "**Development**"), as permitted by Jackson County Land Use Permit File No. 439-22-02154-ZON Final Staff Approved (the "**Land Use Permit**").

D. Pursuant to the Land Use Permit, access to the Development is "from an easement road (Established through O.R. 2022-016864, O.R. 2022-16865, O.R. 2022-016866 and O.R. 2022-016867) which connects to Buckhorn Springs Road, a County owned and maintained road."

E. Two of the four easements providing required access to the Benefited Property pursuant to the Land Use Permit — those recorded in the Public Records of Jackson County, Oregon (the "**Records**") as Documents O.R. 2022-016864 and 2022-016867 — were terminated on February 28, 2025, pursuant to easement termination agreements recorded in the Records as Documents Nos. 2025-004764 and 2025-004763.

F. To operate the Development pursuant to the Land Use Permit, Grantee requires use of a gravel access road located within a portion of the Burdened Property (such portion, the "**Easement Area**") for purposes of access to and egress from the Development at its point of intersection with the Easement Area, which Easement Area is legally described on the attached Exhibit C and depicted on the attached Exhibit C-1.

E. Grantor now desires to grant such private access easement over, across and under the Easement Area on the Burdened Property, upon and subject to the terms of this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, and in consideration of the above recitals, the parties hereby agree as follows:

AGREEMENT

1. **Grant of Easement.** Subject to the terms contained in this Agreement, Grantor hereby grants to Grantee a non-exclusive easement over the Easement Area for ingress and egress to and from the Benefitted Property and serving the Development (the **Easement**). Grantee's exercise of the rights granted hereunder with respect to the Easement shall not unreasonably interfere with Grantor's use and enjoyment of the Burdened Property.

2. **Use.** During the term of this Agreement, Grantee shall ensure that the Easement Area includes an New Access Road of at least twelve (12) feet in width (the "**New Access Road**") in accordance with Grantee's construction obligations set forth in Section 3.1 of this Agreement, which New Access Road must remain traversable at all times, and must remain at even grade with Grantor's gravel on the balance of the Burdened Property adjacent to the Easement Area. Grantee shall make all improvements and repairs to the New Access Road as necessary to ensure that the New Access Road remains compliant with the terms of this Agreement at its sole cost and expense. No portion of the Easement Area shall be used for parking by Grantee or any invitee of Grantee and the New Access Road shall remain clear and unobstructed at all times, including during the Construction Activities (defined below) related to the Development, and use by Grantee and such invitees shall also be limited to the Easement Area, such that no vehicle, person or object shall make use of or disrupt any portion of the Burdened Property other than within the Easement Area and as allowed by the Easement and the terms of this Agreement. Grantee and Grantee's invitees may use the Easement only: (i) to the extent necessary to operate the Development as specifically set forth in the "Shuttle Services Plan" required under the Land Use Permit (the "**Shuttle Services Plan**"); (ii) for the Construction Activities (defined below) specified in Section 3.1 of this Agreement; and (iii) as necessary to comply with Grantee's maintenance obligations set forth in Section 3.2 of this Agreement. Grantee shall not expand its frequency, volume, or purpose of use of the Easement Area or the Access Drive beyond what is expressly described in the approved Shuttle Services Plan without the prior written consent of Grantor, whose consent may be withheld in Grantor's sole and absolute discretion.

Notwithstanding the foregoing, Grantee shall be limited to no more than ten (10) total round trips per day and no more than fifty (50) total round trips per calendar week over the Easement for the purpose of transporting participants, staff, or guests to and from the Benefitted Property. These trips may be made using personal vehicles (e.g., cars, SUVs, vans), passenger vans, or small shuttle buses (capacity not to exceed 15 passengers). Use of large buses, RVs, or commercial charter vehicles is prohibited unless expressly authorized in writing by Grantor.

In addition to the above, service vehicles—including but not limited to utility trucks, maintenance vehicles, contractor vehicles, and delivery vans (e.g., FedEx, UPS, or similar)—shall be limited to no more than three (3) round trips per day.

For purposes of this Agreement, a "round trip" is defined as one complete journey of a vehicle entering the Grantor's property via the Easement to access the Benefitted Property, followed by that same vehicle's exit and return over the Easement to a location beyond the Grantor's property.

Any increase in traffic volume, frequency, or use of vehicle types beyond what is expressly permitted herein shall require the prior written consent of the Grantor, which may be granted or withheld at the sole and absolute discretion of the Grantor.

Accordingly, traffic volume allowance will be prorated to the percent of completion of the development as to permit number 439-22-02154-ZON.

Except as expressly set forth in this Agreement, Grantor shall not have any liability to Grantee in connection with Grantee's use of the Easement Area, and in no event shall Grantor be liable for consequential, indirect, punitive, or exemplary damages or for speculative damages such as lost profits.

3. Construction and Maintenance.

3.1 Construction: Within eighteen (18) months of the Effective Date, Grantee shall construct the New Access Road on the designated Easement Area, and, if portions of the New New Access Road on the designated Easement Area already contain a roadway as of the Effective Date, Grantee shall ensure that all such roadways meet the standards of the New Access Road (collectively, the “**Construction Activities**”); provided, however, that upon Grantee’s prior written request to Grantor, Grantor may, in its sole and absolute discretion, extend the time by which Grantee is to complete the Construction Activities. The Construction Activities include only those uses of the Easement Area that are reasonably necessary to construct the New New Access Road in the Easement Area. Grantees will not permit any construction vehicles to utilize the New New Access Road or Easement Area in relation to the Construction Activities without the prior written consent of Grantor, whose consent shall not unreasonably be withheld. Upon providing prior notice to Grantee, Grantor may erect temporary fencing along the New Access Road to restrict use of the same by construction vehicles and other heavy equipment.

3.2 Maintenance: Grantee shall perform all maintenance and repair of the Easement Area at Grantee’s sole cost and expense. Should Grantee fail in its maintenance or reimbursement obligations as described in this Agreement, Grantor shall have the right to complete such work and seek reimbursement for the cost thereof plus interest thereon at the rate of 12% per annum, provided that Grantee shall have been given prior written notice and a reasonable opportunity, not to exceed 30 days following such notice to commence and sixty (60) days following such notice to complete such repair work. Grantee shall obtain an inspection of the New Access Road from Jackson County Fire District No. 5 (or any successor agency thereto) on an annual basis, which inspection shall verify that the New Access Road conforms to the Wildfire Safety Standards of Jackson County Land Development Ordinance (“**JCLDO**”) Section 8.7.1 (as such ordinance may be amended or modified from time to time). Grantee shall provide written proof of such inspection to Grantor prior to June 1 of every year in which this Agreement is in effect. Grantor shall have no responsibility or obligation to repair or replace any portion of the Easement Area or New Access Road if the same is destroyed by natural disaster, casualty, or otherwise, and shall not be obligated to contribute to the cost of any such repair or replacement if undertaken by Grantee.

3.3 Carrying Capacity: Grantee shall ensure that all portions of the New Access Road located within the Easement Area, including bridges, have the capacity to carry a vehicle that has a weight of 50,000 pounds, and the ability to carry an occasional fire vehicle weighing 60,000 pounds, in accordance with the standards set forth under JCLDO 9.5.5(A)(4). Upon the request of Grantor, Grantee shall provide Grantor with written documentation establishing that all portions of the Access New Access Road located within the Easement Area are in accordance with these standards. Within three (3) months following the completion of the Construction Activities, and every five (5) years thereafter, Grantee shall obtain a road inspection and resulting documentation from either the BLM, ODF, Jackson County Fire District No. 5, or a third-party agency that regularly and professionally performs such inspections, that confirms that the New Access Road located within the Easement Area, including all bridges, is in satisfactory condition to support Grantee’s use of the Easement Area as permitted under this Agreement, as well as occasional fire vehicles weighing 60,000 lbs. Grantee shall obtain such documentation at its sole cost and expense, and upon Grantor’s request shall provide the results of such inspections to Grantor.

4. **Indemnification**. Grantee shall indemnify, protect, defend and hold Grantor and the Grantor Parties (as defined below) harmless from and against any and all claims, demands, actions, suits, judgments, losses, liabilities, damages, costs or expenses (including attorneys’ fees and costs) (collectively, “**Claims**”) arising from or in any way related to the use, operation, maintenance, repair or replacement of the Easement Area by Grantee or any of its members, contractors, agents, invitees, tenants, occupants or employees pursuant to this Agreement. The foregoing release and indemnification obligations of Grantee shall not apply to any Claims to the extent arising from or caused by the gross negligence or willful misconduct of Grantor or Grantor’s members, agents, employees, contractors or invitees (collectively, the “**Grantor Parties**”).

5. Insurance.

5.1 Insurance Coverage Requirements: Grantee will procure and maintain throughout the term of this Agreement, at its sole cost and expense, commercial general liability insurance in commercially reasonable amounts (but not less than \$1,000,000.00 per occurrence with a \$2,000,000.00 general aggregate limit), as well as excess liability insurance in commercially reasonable amounts (but not less than \$1,000,000.00 on a per occurrence and annual aggregate basis), and covering all of Grantee's activities relating to the Easement Area and Grantee's use of the Easement Area pursuant to this Agreement. Grantee's policy or policies will name Grantor as an additional insured, will include a waiver of subrogation in favor of Grantor, and will include contractual liability coverage for Grantee's indemnification obligations pursuant to Section 4 of this Agreement. Grantee will provide Grantor with an insurance certificate that evidences the required insurance coverage and will thereafter promptly provide to Grantor copies of all renewals or extensions thereof. At any time throughout the term of this Agreement, Grantee shall provide written evidence of such insurance policy or policies within 15 days of a written request from Grantor of the same.

5.2 Suspension of Insurance Coverage: Grantee shall have the right to suspend insurance coverage as required under Section 5.1 of this Agreement provided that all construction and commercial activities located on or utilizing the Easement Area are wholly and continuously ceased for a period of not less than six (6) consecutive months. All insurance coverage requirements required under Section 5.1 of this Agreement must be reinstated in full prior to the recommencement by Grantee of any construction or commercial activities located on or utilizing the Easement Area.

6. **Termination**. This Agreement shall terminate automatically and without further act of the parties (including, without limitation, without the recording of a termination agreement of any kind), upon the occurrence of one or more of the following events: (i) any transfer of the Benefitted Property made without Grantor's prior written consent specifically stating that the subsequent owner of the Benefitted Property may use the Easement Area pursuant to this Agreement; (ii) Grantee's failure to satisfy its maintenance obligations set forth in Section 3 of this Agreement beyond expiration of applicable notice and cure periods; (iii) Grantee ceases to operate the Development as permitted by the Land Use Permit, including Grantee's failure to modify the Land Use Permit to account for the termination of existing easements providing access to the Benefitted Property recorded in the Records as Documents Nos. O.R. 2022-016864 and 2022-016867, and the execution of this Agreement (and the Easement granted herein). Additionally, Grantor may provide Grantee with written notice of Grantee's noncompliance with or breach of any portion of this Agreement at any time throughout the term of this Agreement, and, if Grantee fails to cure the breach referenced in Grantor's notice, or fails to make a good faith effort to cure the breach, as determined in Grantor's sole and absolute discretion, within 15 days of receipt of said notice marked delivered via certified mail, Grantor shall have the right to unilaterally terminate this Agreement. Provided, however, that any obligations of the parties which remain unperformed as of the date of termination shall survive such termination and remain the obligation of such party or parties until fully performed or discharged.

Notwithstanding any provision to the contrary herein, the parties acknowledge and agree that timely completion of the new access road by the Grantee is a material condition of this Agreement. In the event the Grantee fails to complete construction of the new access road within the timeframe specified in this Agreement (or any extension granted in writing by the Grantor), the Grantor shall have the right to initiate termination of this Easement. Upon such failure, either party may request that the other enter into and execute a written easement termination agreement memorializing the termination of this Agreement. If the non-requesting party fails to execute such termination agreement within thirty (30) days of receiving written notice, the requesting party shall be entitled to unilaterally execute and record a termination of easement agreement, and the non-executing party hereby irrevocably consents to such unilateral termination and recordation.

Upon the termination of this Agreement, the parties shall be relieved of all liability that arises thereafter under this Agreement, but the parties shall not be relieved of liability that arose before such time and which remains unsatisfied by recording a termination hereof.

7. Condition of Easement Area.

7.1 Disclaimer: GRANTEE HEREBY ACKNOWLEDGES, WARRANTS AND AGREES THAT, EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT: (I) GRANTEE IS EXPRESSLY ACCEPTING THE EASEMENT AREA IN ITS EXISTING CONDITION "AS IS, WHERE IS, AND WITH ALL FAULTS AND DEFECTS, LATENT OR PATENT, KNOWN OR UNKNOWN" AND SPECIFICALLY AND EXPRESSLY WITHOUT ANY WARRANTIES, REPRESENTATIONS OR GUARANTEES, EITHER EXPRESS OR IMPLIED, OF ANY KIND, NATURE, OR TYPE WHATSOEVER FROM OR ON BEHALF OF GRANTOR WITH RESPECT TO ALL FACTS, CIRCUMSTANCES, CONDITIONS AND DEFECTS; (II) GRANTOR HAS NO OBLIGATION TO INSPECT FOR, REPAIR OR CORRECT ANY SUCH FACTS, CIRCUMSTANCES, CONDITIONS OR DEFECTS OR TO COMPENSATE GRANTEE FOR THE SAME; (III) GRANTOR HAS SPECIFICALLY BARGAINED FOR THE ASSUMPTION BY GRANTEE OF ALL RESPONSIBILITY TO INSPECT AND INVESTIGATE THE EASEMENT AREA AND OF ALL RISK OF ADVERSE CONDITIONS AND HAS STRUCTURED THIS AGREEMENT IN CONSIDERATION THEREOF; (IV) GRANTEE IS AND WILL BE RELYING STRICTLY AND SOLELY UPON SUCH INSPECTIONS AND EXAMINATIONS AND THE ADVICE AND COUNSEL OF ITS OWN CONSULTANTS, AGENTS, LEGAL COUNSEL AND OFFICERS; (V) GRANTOR IS NOT MAKING AND

HAS NOT MADE ANY WARRANTY OR REPRESENTATION WITH RESPECT TO ANY MATERIALS OR OTHER DATA PROVIDED BY GRANTOR TO GRANTEE (WHETHER PREPARED BY OR FOR GRANTOR OR OTHERS) OR THE EDUCATION, SKILLS, COMPETENCE OR DILIGENCE OF THE PREPARERS THEREOF OR THE PHYSICAL CONDITION OR ANY OTHER ASPECT OF ALL OR ANY PART OF THE EASEMENT AREA AS AN INDUCEMENT TO GRANTEE TO ENTER INTO THIS AGREEMENT; AND (VI) BY REASON OF ALL THE FOREGOING, GRANTEE ASSUMES THE FULL RISK OF ANY LOSS OR DAMAGE OCCASIONED BY ANY FACT, CIRCUMSTANCE, CONDITION OR DEFECT PERTAINING TO THE EASEMENT AREA. WITHOUT LIMITING THE GENERALITY OF ANY OF THE FOREGOING, GRANTEE SPECIFICALLY ACKNOWLEDGES THAT GRANTOR DOES NOT REPRESENT OR IN ANY WAY WARRANT THE ACCURACY OF ANY INFORMATION DESCRIBING THE EASEMENT AREA OR THE INFORMATION, IF ANY, PROVIDED BY GRANTOR TO GRANTEE.

GRANTOR HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND OR NATURE WHATSOEVER (INCLUDING, WITHOUT LIMITATION, WARRANTIES OF CONDITION, MERCHANTABILITY, HABITABILITY AND FITNESS FOR PARTICULAR PURPOSES), WHETHER EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES WITH RESPECT TO THE EASEMENT AREA, AVAILABILITY OF ACCESS OR UTILITIES, INGRESS OR EGRESS, GOVERNMENTAL APPROVALS, OR THE SOIL CONDITIONS OF THE EASEMENT AREA.

FURTHER AND WITHOUT IN ANY WAY LIMITING ANY OTHER PROVISION OF THIS AGREEMENT, GRANTOR MAKES NO WARRANTY WITH RESPECT TO THE PRESENCE ON OR BENEATH THE EASEMENT AREA (OR ANY PARCEL IN PROXIMITY THERETO) OF "HAZARDOUS MATERIALS", WHICH FOR PURPOSES HEREOF MEANS AND REFERS TO ANY HAZARDOUS OR TOXIC SUBSTANCE, MATERIAL OR WASTE WHICH IS REGULATED BY ANY FEDERAL, TRIBAL, STATE OR LOCAL GOVERNMENTAL OR QUASI-GOVERNMENTAL BODIES OR AGENCIES HAVING JURISDICTION OVER THE BURDENED PROPERTY INCLUDING, WITHOUT LIMITATION, SUBSTANCES DEFINED AS "HAZARDOUS SUBSTANCES," "HAZARDOUS MATERIALS," "HAZARDOUS WASTE," "DANGEROUS WASTE," OR "TOXIC SUBSTANCES" IN ENVIRONMENTAL LAWS (AS DEFINED BELOW), OR WHICH CONTAINS GASOLINE, OIL, DIESEL FUEL OR OTHER PETROLEUM PRODUCTS, ASBESTOS, POLYCHLORINATED BIPHENYLS (PCB'S), PER AND POLYFLUOROALKYL SUBSTANCES, ARE RADIOACTIVE, OR WHICH OTHERWISE REQUIRE INVESTIGATION, REPORTING, OR REMEDIATION UNDER ANY LAWS, STATUTES, ORDINANCES, RULES, REQUIREMENTS, RESOLUTIONS, POLICY STATEMENTS AND REGULATIONS BEARING ON THE CONSTRUCTION, MAINTENANCE, USE, OPERATION, MANAGEMENT OR OWNERSHIP OF THE

BURDENED PROPERTY. BY ACCEPTANCE OF THIS AGREEMENT, GRANTEE ACKNOWLEDGES THAT GRANTEE'S OPPORTUNITY FOR INSPECTION AND INVESTIGATION OF THE EASEMENT AREA (AND OTHER PARCELS IN PROXIMITY THERETO) HAS BEEN ADEQUATE TO ENABLE GRANTEE TO MAKE GRANTEE'S OWN DETERMINATION WITH RESPECT TO THE PRESENCE ON OR BENEATH THE EASEMENT AREA (AND OTHER PARCELS IN PROXIMITY THERETO) OF SUCH HAZARDOUS MATERIALS. FURTHERMORE, GRANTEE'S EXECUTION OF THIS AGREEMENT SHALL BE DEEMED TO CONSTITUTE AN EXPRESS WAIVER OF GRANTEE'S AND ITS SUCCESSORS' AND ASSIGNS' RIGHTS TO SUE GRANTOR AND OF GRANTEE'S RIGHT TO CAUSE GRANTOR TO BE JOINED IN AN ACTION BROUGHT UNDER ANY FEDERAL, STATE OR LOCAL LAW, RULE, ACT, OR REGULATION NOW EXISTING OR HEREAFTER ENACTED OR AMENDED THAT PROHIBITS OR REGULATES THE USE, HANDLING, STORAGE, TRANSPORTATION OR DISPOSAL OF HAZARDOUS MATERIALS OR THAT REQUIRES REMOVAL OR REMEDIAL ACTION WITH RESPECT TO SUCH HAZARDOUS MATERIALS, SPECIFICALLY, INCLUDING, WITHOUT LIMITATION, FEDERAL "CERCLA," "RCRA," AND "SARA" ACTS.

7.2 Release of Claims: Grantee releases Grantor from any and all Claims (including, without limitation and for purposes hereof, attorney's fees whether suit is instituted or not), whether known or unknown, liquidated or contingent arising from or related to: (a) any defects, errors or omissions in the design or construction of the Easement Area or New Access Road, whether the same are a result of negligence or otherwise; or (b) other conditions (including environmental conditions) affecting the Easement Area, whether the same are a result of negligence or otherwise. The release set forth in this Section specifically includes any Claims under any Environmental Laws, under the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 et seq., or with respect to any environmental risk. "**Environmental Laws**" includes, but is not limited to, the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act (42 U.S.C. §§6901 et seq.), the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. §§ 9601 et seq.), the Emergency Planning and Community Right to Know Act (42 U.S.C. §§11001 et seq.), the Clean Air Act (42 U.S.C. §§7401 et seq.), the Clean Water Act (33 U.S.C. §§1251 et seq.), the Toxic Substances Control Act (15 U.S.C. §§2601 et seq.), the Hazardous Materials Transportation Act (49 U.S.C. §§1801 et seq.), the Occupational Safety and Health Act (29 U.S.C. §§651 et seq.), the Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. §§136 et seq.), and the Safe Drinking Water Act (42 U.S.C. §§300f et seq.), as any of the same may be amended from time to time, and any state or local law dealing with environmental matters, and any regulations, orders, rules, procedures, guidelines and the like promulgated in connection therewith, regardless of whether the same are in existence on the date of this Agreement.

8. Miscellaneous.

8.1 Severability: Invalidation of any provisions of this Agreement shall in no way affect any of the other provisions of this Agreement.

8.2 Benefits and Burdens Do Not Run With The Land: This Agreement shall not run with the land as to any of the properties burdened or benefited by the Easement or covenants contained herein. Subject to the terms of this Agreement, the rights, covenants, and obligations contained in this Agreement shall bind, burden, and benefit the parties' successors, heirs, or assigns; provided, however, that the Easement granted herein is limited strictly to the specific and intended uses described in Section 2 of this Agreement. If the property is transferred and the new owner will be utilizing the property as per the terms of this agreement and outlined in the Shuttle Services Plan, a new agreement will not unreasonably be withheld. No other use, expansion, or modification of the Easement or use thereof shall be permitted without the prior written consent of Grantor, which consent may be withheld in Grantor's sole and absolute discretion.

8.3 Waiver: No provision of this Agreement shall be deemed to have been waived unless such waiver is in writing signed by the waiving party. No failure by any party to insist upon the strict performance of any provision of this Agreement, or to exercise any right or remedy consequent upon a breach thereof, shall constitute a waiver of any such breach, of such provision, or of any other provision. No waiver of any provision of this Agreement shall be deemed a waiver of any other provision of this Agreement or a waiver of such provision with respect to any subsequent breach, unless expressly provided in writing.

8.4 Entire Agreement: This Agreement and any exhibits hereto, sets forth the entire understanding of the parties and there are no other representations, warranties, statements, or agreements between the parties except as expressly set forth in this Agreement.

8.5 Modification and Amendment: This Agreement may be amended or modified only by written agreement of the Grantor and Grantee and no such amendment or shall be effective until a written instrument setting forth its terms has been executed, acknowledged and recorded by Grantor and Grantee in the real property records of Jackson County, Oregon.

8.6 Attorney's Fees and Costs: If any suit, action, or arbitration arising out of or related to this Agreement is brought by any party, the prevailing party shall be entitled to recover the costs and fees (including without limitation reasonable attorney fees) incurred by such party in such suit, action or arbitration, including without limitation any post-trial or appellate proceeding, or in the collection or enforcement of any judgment or award entered or made in such suit or action, and including any proceedings under bankruptcy law.

8.7 Joint and Several Liability. If there is more than one Grantee or if Grantee is comprised of more than one party or entity, the obligations imposed upon Grantee shall be joint and several obligations of all the parties and entities, and requests or demands from any one person or entity comprising Grantee shall be deemed to have been made by all such persons or entities. Notices to any one person or entity shall be deemed to have been given to all persons and entities.

8.8 Notices. All notices desired or required hereunder must be in writing and may be served by (i) depositing same in the United States mail, addressed to the party to be notified, postage prepaid and registered or certified with return receipt requested, (ii) delivering the same in person to such party, or (iii) delivering the same by FedEx or UPS or similar recognized overnight courier service to such party. Notice given in accordance herewith shall be effective upon delivery to the address, set forth below or to such other address as may be provided by any party by notice to the other parties:

If to Grantor: Return to Nature, LLC
2200 Buckhorn Spring Rd
Ashland, Oregon 97520

If to Grantee: Lions Mane LLC and Baldy Springs LLC
2829 Buckhorn Spring Rd
Ashland, Oregon 97520

8.9 Choice of Law; Venue. This Agreement shall be construed under and governed by the laws of the State of Oregon. Venue and jurisdiction of any action arising out of or related to this Agreement shall exclusively be in Jackson County Circuit Court.

8.10 Time is of the Essence. Time is of the essence in the performance of each obligation under this Agreement.

8.11 Exhibits. All exhibits attached hereto and referenced herein are incorporated herein by this reference.

[Signatures on following page]

GRANTEE

BALDY SPRINGS LLC,
an Oregon limited liability company

By:
Name: Scott Berman
Its: Member

STATE OF OREGON)
) ss.
COUNTY OF JACKSON)

The foregoing instrument was acknowledged before me this ____ day of _____, 2025, by Scott Berman, as member of Baldy Springs LLC, an Oregon limited liability company, on behalf of Baldy Springs LLC.

Notary Public for Oregon _____
My commission expires:

LIONS MANE LLC,
an Oregon limited liability company

By:
Name: Scott Berman
Its: Member

STATE OF OREGON)
) ss.
COUNTY OF JACKSON)

The foregoing instrument was acknowledged before me this ____ day of _____, 2025, by Scott Berman, as member of Lions Mane LLC, an Oregon limited liability company, on behalf of Lions Mane LLC.

Notary Public for Oregon _____
My commission expires:

EXHIBIT A

Burdened Property

(Legal Description)

PARCEL I:

The West Half of the Southwest Quarter of the Northeast Quarter and the West Half of the Southeast Quarter of Section 12 in Township 40 South, Range 2 East of the Willamette Meridian in Jackson County, Oregon.

EXCEPTING THEREFROM the following: Commencing at the east quarter corner of Section 12 in Township 40 South, Range 2 East of the Willamette Meridian in Jackson County, Oregon; thence West 1596.3 feet; thence North 185.4 feet to a 1" iron pipe found for the true point of beginning; thence South 89°33'30" West 558.24 feet to a 1" iron pipe found; thence South 1°34'50" West 234.45 feet to a 1" iron pipe found; thence South 43°35' East 134.12 feet to a 1" iron pipe found; thence South 71°55'40" East 140.15 feet to a 1" iron pipe found; thence continue South 71°55'40" East 38.00 feet to the northerly bank of a creek; thence Easterly along said northerly creek bank to an intersection with the west line of the East Half of the East Half of said Section 12; thence North along said line 375.00 feet more or less to a point which bears North 89°32'25" East from the point of beginning; thence South 89°32'25" West 276.00 feet more or less to the point of beginning. ALSO EXCEPTING THEREFROM the following: Commencing at the East quarter corner of Section 12 in Township 40 South, Range 2 East of the Willamette Meridian in Jackson County, Oregon; thence West 1596.3 feet; thence North 185.4 feet to a 1" iron pipe for the true point of beginning; thence South 89°32'25" West 558.01 feet (Record South 89°33'30" West 558.24 feet) to a 1" iron pipe; thence South 1°34'50" West 234.45 feet to a 1" iron pipe; thence South 43°35'00" East 134.12 feet to a 1" iron pipe; thence South 71°55'40" East 140.15 feet to a 1" iron pipe; thence North 73°16'05" East 115.88 feet to a 5/8" iron pin; thence North 83°41'50" East 52.20 feet to a 5/8" iron pin; thence North 86°19'45" East 74.80 feet to a 5/8" iron pin; thence North 79°55'40" East 132.71 feet to a 5/8" iron pin; thence North 89°42'15" East 104.81 feet to a 5/8" iron pin; thence South 66°56'00" East 100.84 feet to a 5/8" iron pin witness corner; thence continue South 66°56'00" East 54.00 feet more or less to an intersection with the west line of the East Half of the East Half of said Section 12; thence North along said line 375.00 feet more or less to a point which bears North 89°32'25" East from the point of beginning; thence South 89°32'25" West 276.00 feet more or less to the point of beginning.

PARCEL II:

The East Half of the Southwest Quarter of the Northeast Quarter of Section 12 in Township 40 South, Range 2 East of the Willamette Meridian in Jackson County, Oregon

PARCEL III

Commencing at the East one-quarter corner of Section 12 in Township 40 South, Range 2 East, of the Willamette Meridian, in the County of Jackson and State of Oregon; thence West, 1,596.30 feet; thence North 185.40 feet to a 1 inch iron pipe for the true point of beginning; thence South 89° 32' 25" West 558.01 feet (Record South 89°33'30" West, 558.24 feet) to a 1 inch iron pipe; thence South 1°34'50" West 234.45 feet to a 1 inch iron pipe; thence South 43°35'00" East, 134.12 feet to a 1 inch iron pipe; thence South 71°55'40" East, 140.15 feet to a 1 inch iron pipe; thence North 73°16'05" East, 115.88 feet to a 5/8 inch iron pin; thence North 83°41'50" East, 52.20 feet to a 5/8 inch iron pin; thence North 86°19'45" East, 74.80 feet to a 5/8 inch iron pin; thence North 79°55'40" East, 132.71 feet to a 5/8 inch iron pin; thence North 89°42'15" East, 104.81 feet to a 5/8 inch iron pin; thence South 66°56'00" East, 100.84 feet to a 5/8 inch iron pin witness corner; thence continue South 66°56'00" East, 54.00 feet, more or less, to intersect the West line of the East one-half of the East one-half of said Section 12; thence North, along said line, 375.00 feet, more or less, to a point which bears North 89°32'25" East from the point of beginning; thence South 89°32'25" West, 276.00 feet, more or less, to the point of beginning.

EXCEPTING THEREFROM that portion lying within the East one-half of the Southwest one quarter of the Northeast one-quarter of Section 12 in Township 40 South, Range 2 East, of the Willamette Meridian, in the county of Jackson and State of Oregon.

EXHIBIT B

Benefited Property

(Legal Description)

Lions Mane LLC

PARCEL 1:

The Northwest quarter of the Northeast quarter of Section 13, Township 40 South, Range 2 East, Willamette Meridian, Jackson County, Oregon, lying East of Emigrant Creek.

For informational purposes only, the following is included:
(Map No. 402S, Tax Lot 3600, Account No. 1-010830-3, Code 5-02)

Baldy Springs LLC

Tract A:

The South Half of the Southeast Quarter, the Northeast Quarter of the Southeast Quarter, and Southwest Quarter of the Southeast Quarter of Section 18, Township 40 South, Range 2 East of the Willamette Meridian in Jackson County, Oregon.

Tract B:

The South Half of the Northwest Quarter, the Northwest Quarter of the Southwest Quarter, Southwest Quarter of the Northeast of Section 18, Township 40 South, Range 2 East of the Willamette Meridian in Jackson County, Oregon.

For informational purposes only, the following is included:
(Map No. 403E, Tax Lot 6200, Account No. 1-011128-3, Code 5-02)

EXHIBIT C

New Access Road Legal Description

(New Easement Area)

Located with the West half of the East half of Section 12,

Township 40 South, Range 2

East of the Willamette Meridian, in Jackson County Oregon.

The New Access Road will come off the private road approximately 20 yards from the electrical vault, descending approximately 471 feet to adjoin established private road, as per 2025-04-23 Topographic Map provided in Exhibit C-1 and graphic depiction in C-2.

EXHIBIT C-2

Easement Area

(Depiction)

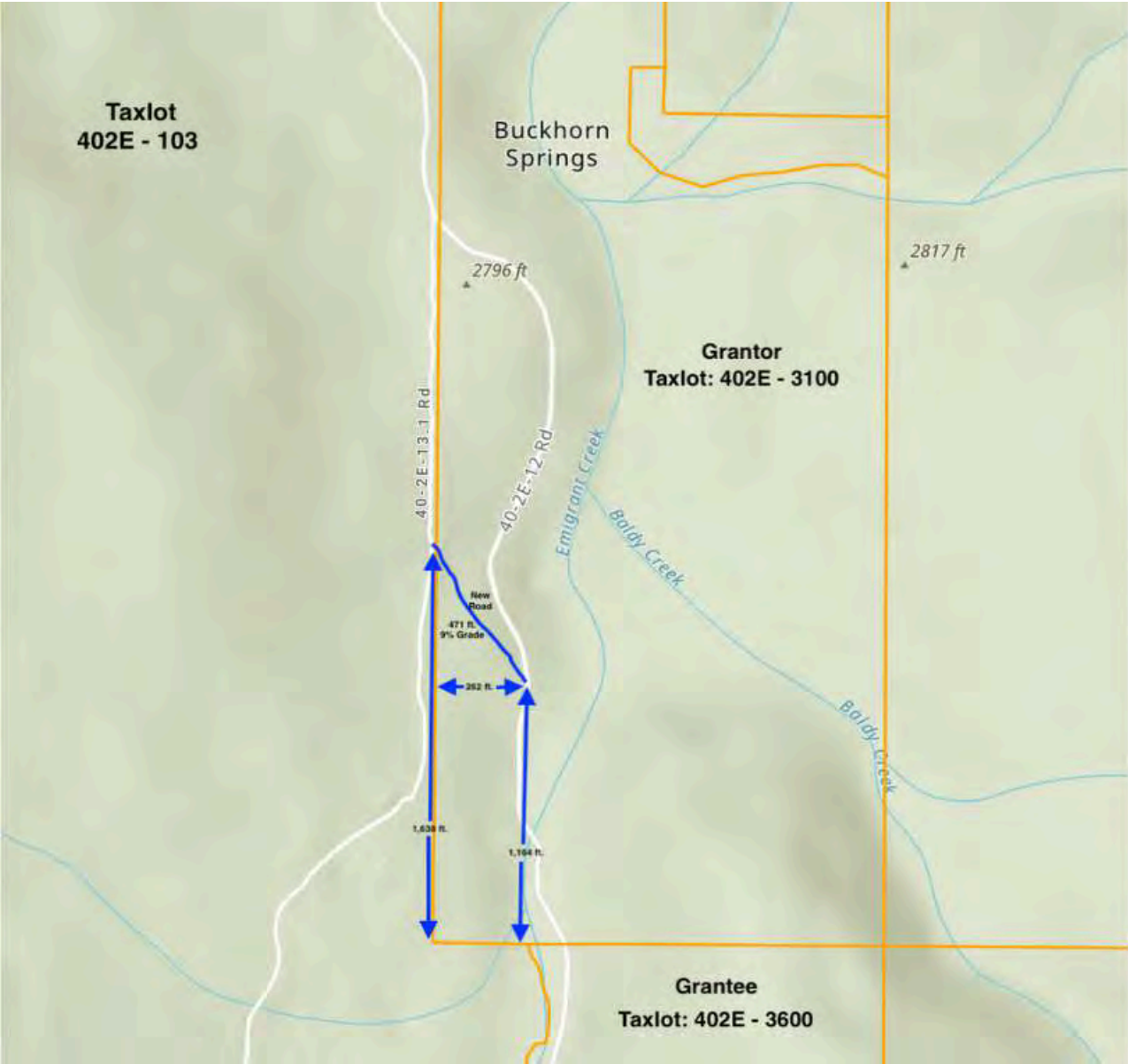


EXHIBIT D

Approved Shuttle Services Plan

SHUTTLE SERVICES PLAN

Camp Location: 2829 Buckhorn Springs Road (approximately 5 miles southeast of Emigrant Lake in unincorporated Jackson County, Oregon)

Camp Capacity: Limited to maximum of 125 participants (100 youth campers; 25 staff/volunteers)

Shuttle Vehicle: 8 to 15 passenger shuttle van(s) to be utilized

Purpose: The shuttle services plan is to minimize camp related traffic over private easement, New Access Road only from Buckhorn Springs Road camp participants to the youth camp lodge site. Camp participants shall be shuttled to and from the site, with only occasional direct drop-off and pick-up of participants by family members. A maximum of 40% of trips to and from the site may be via individual automobiles.

Route: Pickup point at entry gate near the Buckhorn Springs Road (county road) to drop-off point at the youth camp lodge site. Approximately 2 miles (4 miles roundtrip).

Daily Round Trips: Ten round trips per day would suffice to accommodate 125 participants entirely by shuttle vans utilizing 15 passenger vans when camp is at full capacity. Smaller 8-passenger vans could be utilized for up to 80 participants at ten round trips per day. Roughly equivalent to traffic generation for two single family dwellings.

Non-shuttle Traffic: Service vehicles, deliveries, and occasional passenger vehicles capped at 40% of shuttle trips would be four round trips per day.

Exhibit B

(Property Maps)

Baldy Springs - Buckhorn

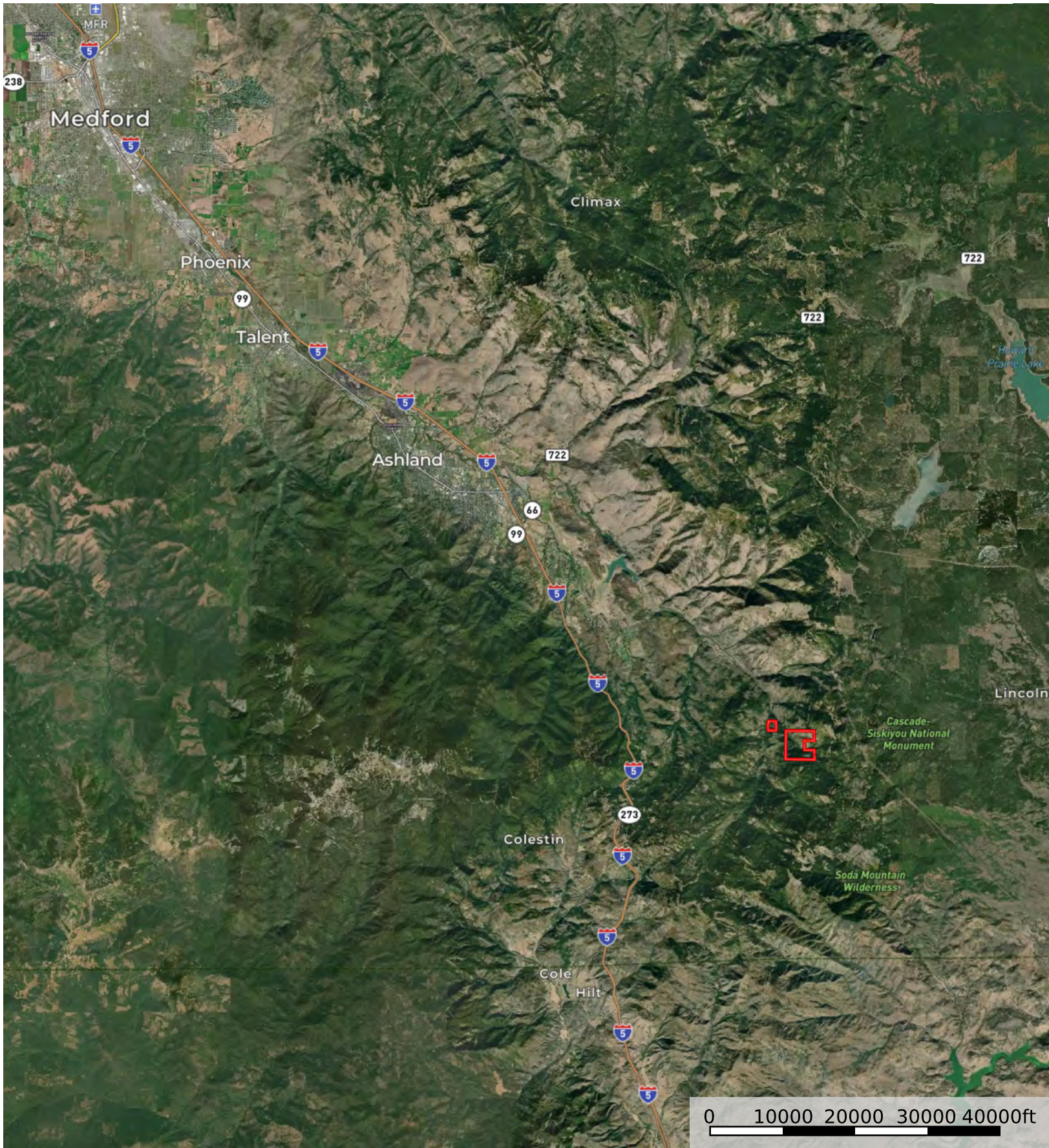
Oregon, AC +/-



 Boundary

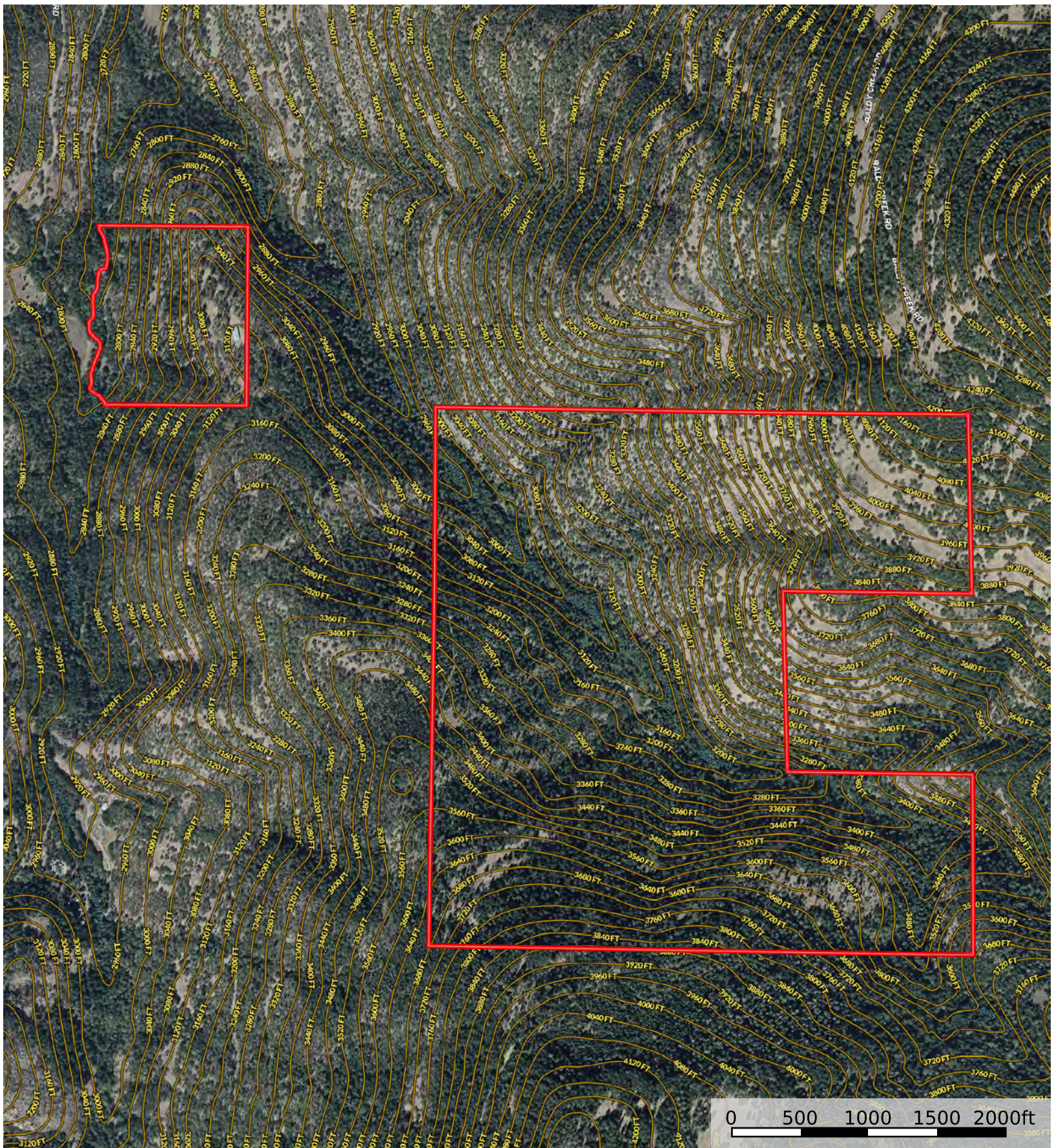
Baldy Springs - Buckhorn

Oregon, AC +/-



 Boundary

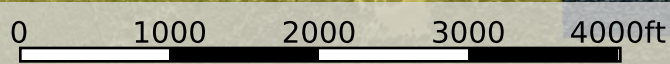
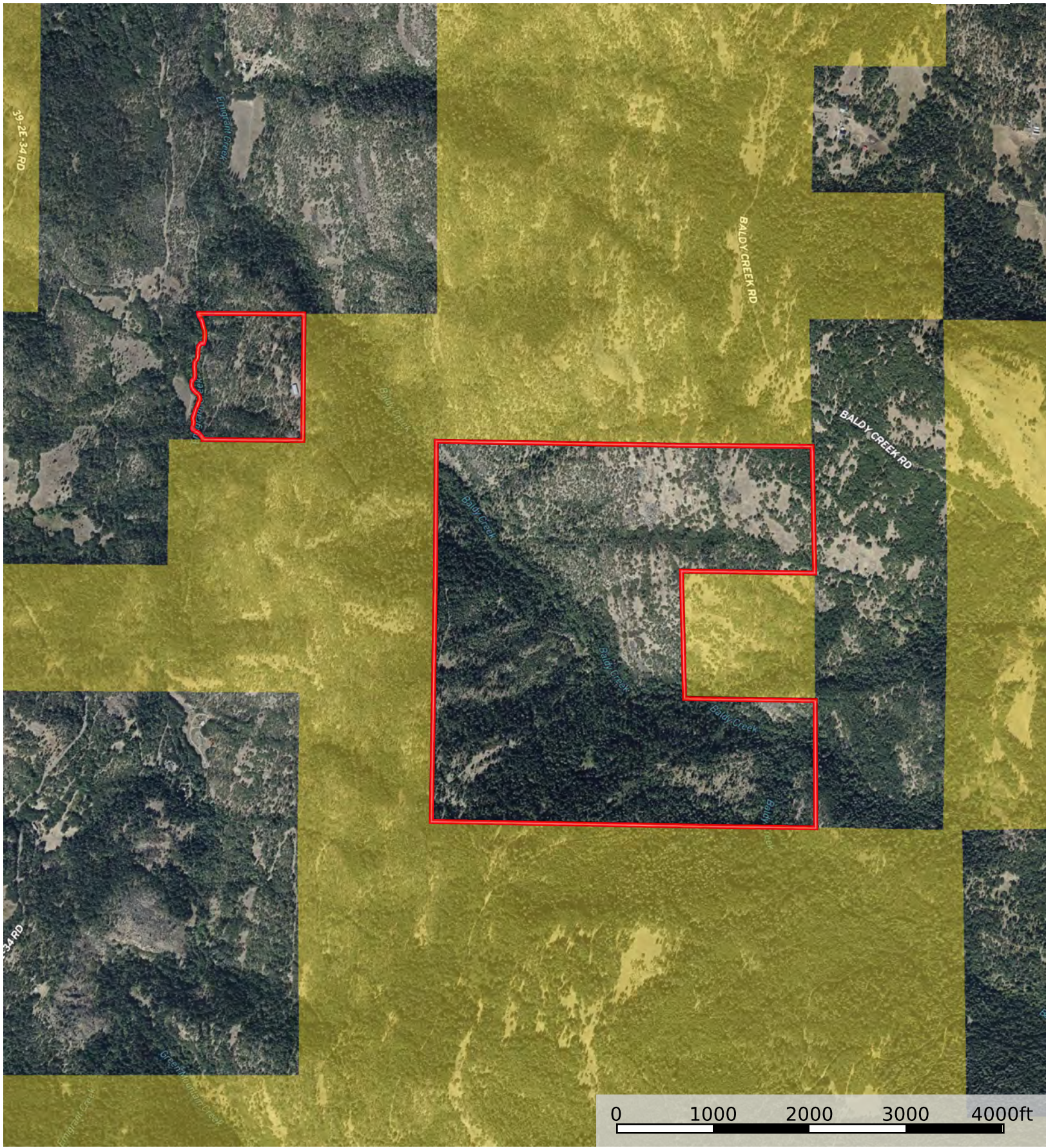
Baldy Springs - Buckhorn Oregon, AC +/-



 Boundary

Baldy Springs - Buckhorn

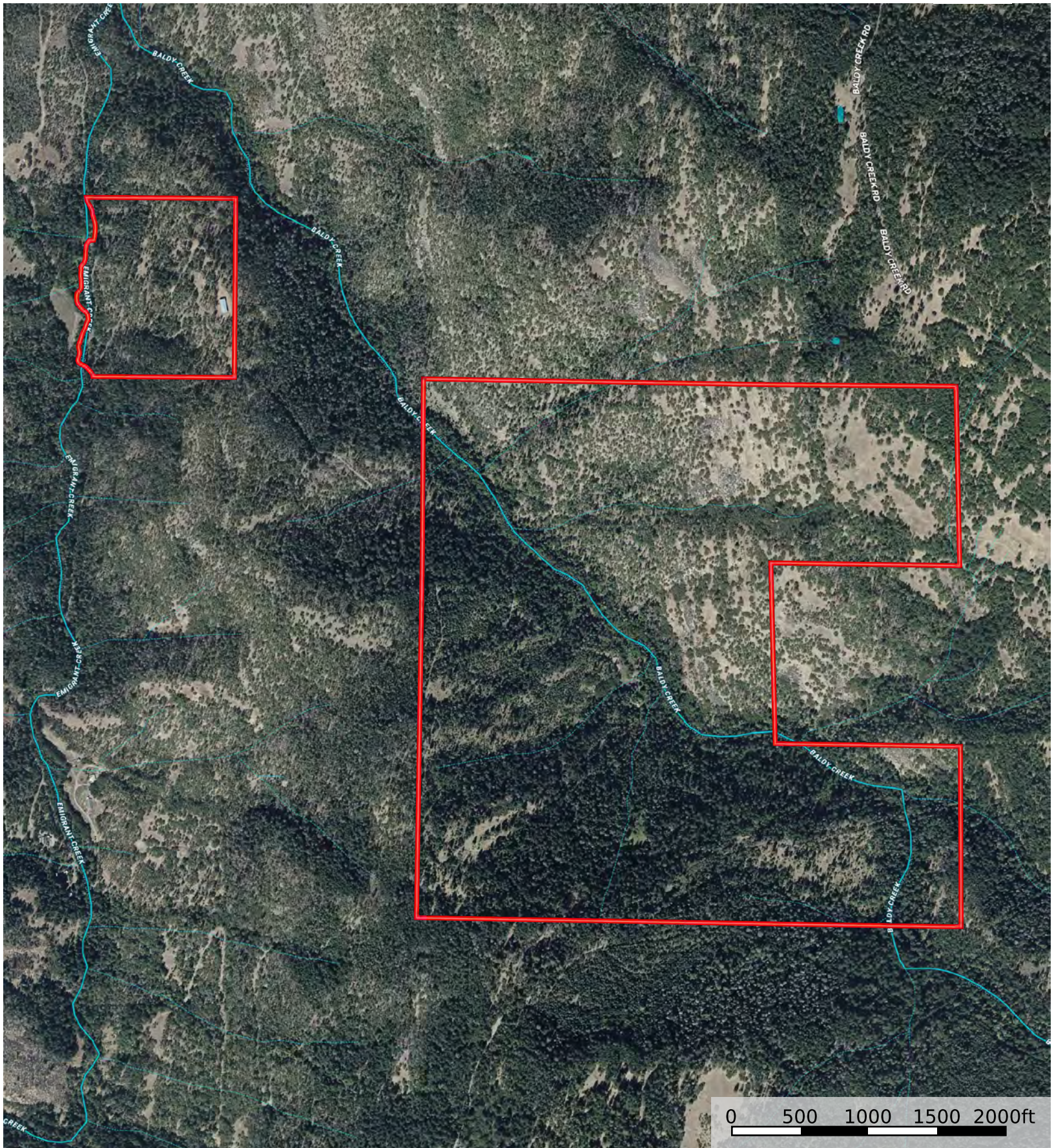
Oregon, AC +/-



- Boundary
- Forest Service
- State Land
- Fish and Wildlife
- National Park
- Other
- BLM
- Local Government

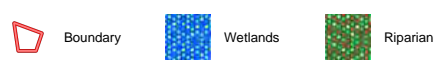
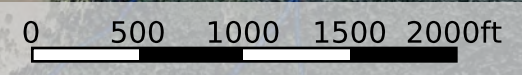
Baldy Springs - Buckhorn

Oregon, AC +/-



Baldy Springs - Buckhorn

Oregon, AC +/-



Baldy Springs - Buckhorn

Oregon, AC +/-



 Boundary



The information contained herein was obtained from sources deemed to be reliable. Land id™ Services makes no warranties or guarantees as to the completeness or accuracy thereof.

 All Polygons 348.28 ac

SOIL CODE	SOIL DESCRIPTION	ACRES	%	CPI	NCCPI	CAP
114G	McNull loam, 35 to 60 percent north slopes	88.99	25.55	0	28	6e
114E	McNull loam, 12 to 35 percent north slopes	52.46	15.06	0	56	6e
125F	Medco-McMullin complex, 12 to 50 percent slopes	46.0	13.21	0	31	6e
113G	McMullin-Rock outcrop complex, 35 to 60 percent slopes	42.69	12.26	0	13	6e
126F	Medco-McNull complex, 12 to 50 percent slopes	25.72	7.39	0	37	6e
113E	McMullin-Rock outcrop complex, 3 to 35 percent slopes	17.85	5.13	0	31	6e
118E	McNull-Medco complex, 12 to 50 percent slopes	17.69	5.08	0	40	6e
19E	Bybee-Tatouche complex, 12 to 35 percent north slopes	16.44	4.72	0	22	6e
123F	Medco clay loam, high precipitation, 12 to 50 percent north slopes	14.09	4.05	0	39	6e
190G	Tatouche gravelly loam, 35 to 65 percent north slopes	12.24	3.51	0	19	6e
119F	McNull-Medco complex, high precipitation, 12 to 50 percent slopes	6.78	1.95	0	44	6e
20E	Bybee-Tatouche complex, 12 to 35 percent south slopes	5.08	1.46	0	22	6e
28E	Carney cobbly clay, 20 to 35 percent slopes	1.33	0.38	0	39	4e
116G	McNull-McMullin gravelly loams, 35 to 60 percent south slopes	0.92	0.26	0	24	6e
TOTALS		348.28(*)	100%	-	32.31	5.99

(*) Total acres may differ in the second decimal compared to the sum of each acreage soil. This is due to a round error because we only show the acres of each soil with two decimal.

 Boundary 315.32 ac

SOIL CODE	SOIL DESCRIPTION	ACRES	%	CPI	NCCPI	CAP
114G	McNull loam, 35 to 60 percent north slopes	87.0	27.59	0	28	6e
114E	McNull loam, 12 to 35 percent north slopes	50.92	16.15	0	56	6e
125F	Medco-McMullin complex, 12 to 50 percent slopes	43.62	13.83	0	31	6e
113G	McMullin-Rock outcrop complex, 35 to 60 percent slopes	42.69	13.54	0	13	6e
113E	McMullin-Rock outcrop complex, 3 to 35 percent slopes	17.85	5.66	0	31	6e
118E	McNull-Medco complex, 12 to 50 percent slopes	17.69	5.61	0	40	6e
19E	Bybee-Tatouche complex, 12 to 35 percent north slopes	16.44	5.21	0	22	6e
123F	Medco clay loam, high precipitation, 12 to 50 percent north slopes	14.09	4.47	0	39	6e
190G	Tatouche gravelly loam, 35 to 65 percent north slopes	12.24	3.88	0	19	6e
119F	McNull-Medco complex, high precipitation, 12 to 50 percent slopes	6.78	2.15	0	44	6e
20E	Bybee-Tatouche complex, 12 to 35 percent south slopes	5.08	1.61	0	22	6e
116G	McNull-McMullin gravelly loams, 35 to 60 percent south slopes	0.92	0.29	0	24	6e
TOTALS		315.32(*)	100%	-	31.82	6.0

(*) Total acres may differ in the second decimal compared to the sum of each acreage soil. This is due to a round error because we only show the acres of each soil with two decimal.

|  Boundary 32.96 ac

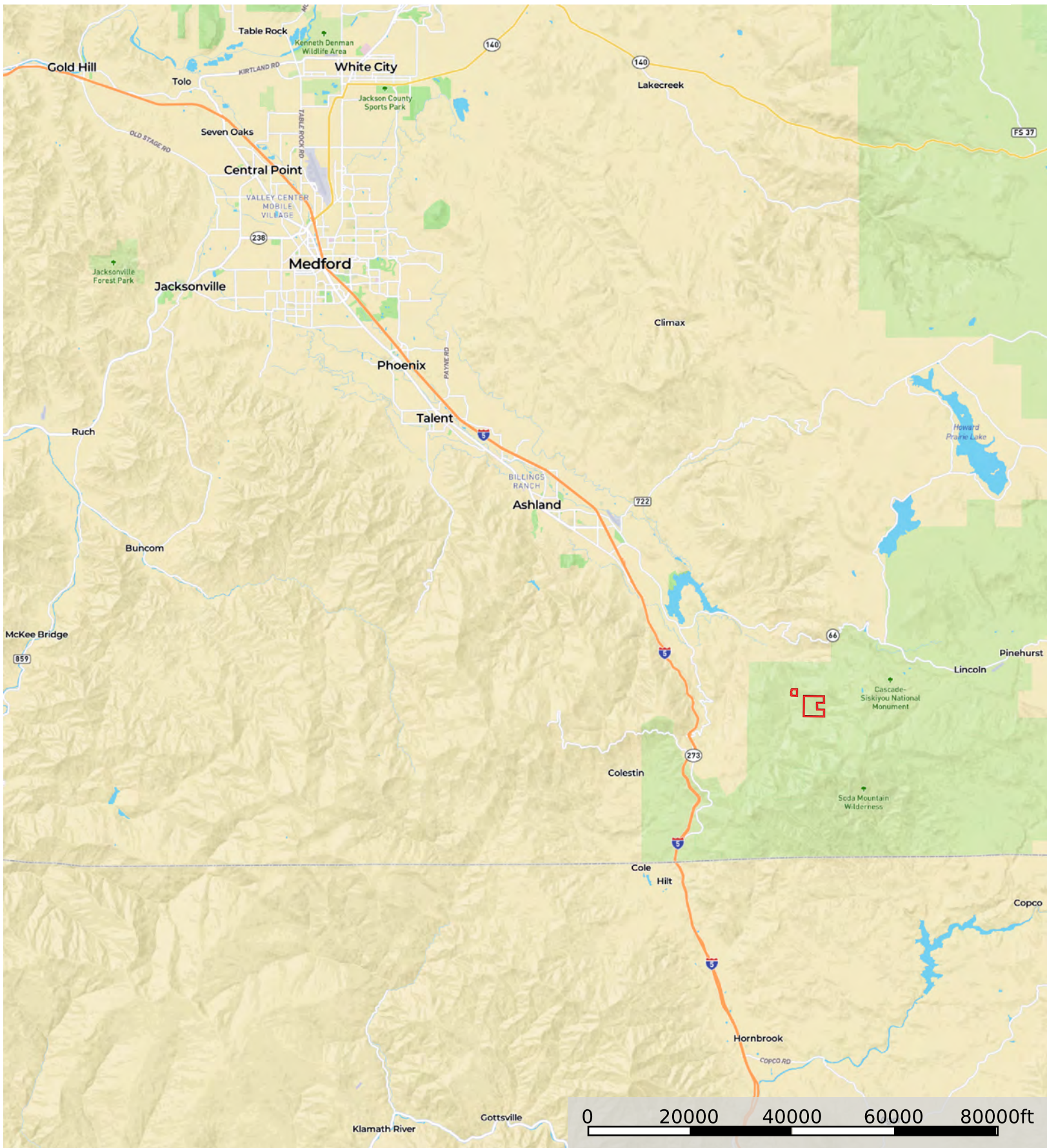
SOIL CODE	SOIL DESCRIPTION	ACRES	%	CPI	NCCPI	CAP
126F	Medco-McNull complex, 12 to 50 percent slopes	25.72	78.03	0	37	6e
125F	Medco-McMullin complex, 12 to 50 percent slopes	2.38	7.22	0	31	6e
114G	McNull loam, 35 to 60 percent north slopes	1.99	6.04	0	28	6e
114E	McNull loam, 12 to 35 percent north slopes	1.54	4.67	0	56	6e
28E	Carney cobbly clay, 20 to 35 percent slopes	1.33	4.04	0	39	4e
TOTALS		32.96(*)	100%	-	36.99	5.92

(*) Total acres may differ in the second decimal compared to the sum of each acreage soil. This is due to a round error because we only show the acres of each soil with two decimal.



Baldy Springs - Buckhorn

Oregon, AC +/-



 Boundary

Exhibit C

(Well Info)

STATE OF OREGON
WATER SUPPLY WELL REPORT
(as required by ORS 537.765 & OAR 690-205-0210)

JACK 64971

8/26/2021

WELL I.D. LABEL# L 143086
START CARD # 1053051
ORIGINAL LOG #

(1) LAND OWNER
Owner Well I.D.
First Name SCOTT Last Name BERMAN
Company BALDY SPRINGS LLC
Address PO BOX 743
City ASHLAND State OR Zip 97520

(2) TYPE OF WORK
New Well [X] Deepening [] Conversion []
Alteration (complete 2a & 10) [] Abandonment(complete 5a) []

(2a) PRE-ALTERATION
Dia + From To Gauge Stl Plstc Wld Thrld
Casing: [] [] [] [] [] [] [] []
Material From To Amt sacks/lbs
Seal: [] [] [] [] [] [] [] []

(3) DRILL METHOD
Rotary Air [X] Rotary Mud [] Cable [] Auger [] Cable Mud []
Reverse Rotary [] Other []

(4) PROPOSED USE
Domestic [X] Irrigation [] Community []
Industrial/ Commercial [] Livestock [] Dewatering []
Thermal [] Injection [] Other []

(5) BORE HOLE CONSTRUCTION
Depth of Completed Well 400.00 ft.
Special Standard [] (Attach copy)
BORE HOLE
Dia From To Material From To Amt sacks/lbs
10 0 38 Bentonite Chips 0 38 30 S
6 38 400 Calculated 17.34

How was seal placed: Method [] A [] B [] C [] D [] E
[X] Other DRY POURED
Backfill placed from [] ft. to [] ft. Material []
Filter pack from [] ft. to [] ft. Material [] Size []
Explosives used: [] Yes Type [] Amount []

(5a) ABANDONMENT USING UNHYDRATED BENTONITE
Proposed Amount Actual Amount

(6) CASING/LINER
Casing Liner Dia + From To Gauge Stl Plstc Wld Thrld
6 [X] 1.5 38.5 .250 [] [] [X] []
4 [] [] 1 400 Sch40 [] [] [] []
Shoe [] Inside [X] Outside [] Other [] Location of shoe(s) 58.5
Temp casing [] Yes Dia [] From [] To []

(7) PERFORATIONS/SCREENS
Perforations Method Lazer/Saw Cut
Screens Type [] Material []
Perf/ Casing/ Screen Dia From To Scrn/slot Slot # of Tele/
Screen Liner Dia From To width length slots pipe size
Perf Liner 4 180 200 .032 1 3116
Perf Liner 4 380 400 .188 4 60

(8) WELL TESTS: Minimum testing time is 1 hour
Pump [] Bailer [] Air [X] Flowing Artesian []
Yield gal/min Drawdown Drill stem/Pump depth Duration (hr)
25 [] 400 1
Temperature 55 °F Lab analysis [] Yes By []
Water quality concerns? [] Yes (describe below) TDS amount 131 ppm
From To Description Amount Units

(9) LOCATION OF WELL (legal description)
County JACKSON Twp 40.00 S N/S Range 2.00 E E/W WM
Sec 13 NW 1/4 of the NE 1/4 Tax Lot 3600
Tax Map Number [] Lot []
Lat [] or 42.09500000 DMS or DD
Long [] or -122.52833000 DMS or DD
Street address of well [X] Nearest address []
0 BUCKHORN RD., ASHLAND TL 3600, OR 97520

(10) STATIC WATER LEVEL
Date SWL(psi) + SWL(ft)
Existing Well / Pre-Alteration [] []
Completed Well 7/22/2021 [] 60
Flowing Artesian? [] Dry Hole? []
WATER BEARING ZONES Depth water was first found 76.00
SWL Date From To Est Flow SWL(psi) + SWL(ft)
7/22/2021 76 90 2.5 [] 60
7/22/2021 134 145 2.5 [] 60
7/22/2021 184 190 20 [] 60

(11) WELL LOG
Ground Elevation []
Material From To
TIGHT BROWN CLAY 0 4
BROWN CLAYSTONE 4 12
CONGLOMERATE & BROWN CLAY 12 33
GREY CLAYSTONE MED 33 54
PURPLE/GRAY SANDSTONE 54 72
GREY SANDSTONE MED/HARD 72 86
GREY SANDSTONE MED/SOFT 86 134
GREY/RED SANDSTONE MED 134 212
RED SANDSTONE MED 212 238
GREY/BROWN SANDSTONE MED 238 271
RED SANDSTONE MED 271 288
GREY/BLUE SANDSTONE MED 288 332
GREY SANDSTONE MED 332 400

Date Started 7/21/2021 Completed 7/22/2021
(unbonded) Water Well Constructor Certification
I certify that the work I performed on the construction, deepening, alteration, or abandonment of this well is in compliance with Oregon water supply well construction standards. Materials used and information reported above are true to the best of my knowledge and belief.
License Number 2063 Date 8/3/2021
Signed RYAN GILL (E-filed)

(bonded) Water Well Constructor Certification
I accept responsibility for the construction, deepening, alteration, or abandonment work performed on this well during the construction dates reported above. All work performed during this time is in compliance with Oregon water supply well construction standards. This report is true to the best of my knowledge and belief.
License Number 1835 Date 8/26/2021
Signed KEVIN GILL (E-filed)
Contact Info (optional) Clouser Drilling Inc.

WATER SUPPLY WELL REPORT - Map with location identified must be attached and shall include an approximate scale and north arrow

JACK 64971

8/26/2021

Map of Hole

STATE OF OREGON WELL LOCATION MAP	Oregon Water Resources Department 725 Summer St NE, Salem OR 97301 (503)986-0900	
This map is supplemental to the WATER SUPPLY WELL REPORT		
LOCATION OF WELL		Well Label: 143086
Latitude: 42.09500000 Datum: WGS84		Printed: August 26, 2021
Longitude: -122.52833000		<small>DISCLAIMER: This map is intended to represent the approximate location of the well. It is not intended to be construed as survey accurate in any manner.</small>
Township/Range/Section/Quarter-Quarter Section: WM40.00S2.00E13NWNE		<small>Provided by well constructor</small>
Address of Well: 3000 BUCKHORN SPRINGS RD., ASHLAND, OR 97520		



Exhibit D

(Septic Info)



Commercial Septic Site Evaluation Approval

248-23-000070-EVAL

DEQ Medford Office
221 Stewart Avenue
Suite 201
Medford, OR 97501
541-776-6010
OnsiteMedford@deq.state.or.us
Website: oregon.gov/deq

Date issued: 07/10/2023
Application status: Site Evaluation Approved
Work description: SITE EVALUATION

Applicant: CSA PLANNING
Address: 4497 BROWNRIDGE TERRACE STE
101
MEDFORD OR 97504
Phone: 5417790569
Email: MIKE@CSAPLANNING.COM

Owner: BALDY SPRINGS LLC **Property address:** 2829 Buckhorn Rd, County, OR

Address: PO BOX 743
ASHLAND OR 97520

Parcel: 402E3600 - Primary **Township:** 40S **Range:** 2E **Section:** 0

Lot size: 33 **Water supply:** Well
Zoning: N/A **City/County/UGB:** N/A
County: Jackson

Directions to Property: HEAD EAST ON GREENSPRINGS HWY 66 0.3 MILES PAST EMIGRANT CREEK BRIDGE: TURN RIGHT (SOUTH) ONTO BUCKHORN SPRINGS RD: CONTINUE FOR 2.0 MILES; TURN RIGHT (SOUTH) TO STAY ON BUCKHORN SPRINGS RD FOR ANOTHER 0.4 MILES: TURN RIGHT (SOUTH) ON ROAD 40-2E-12-RD; CONTINUE FOR 1.3 MILES; TURN LEFT (EAST); FOLLOW SWITCHBACK ROAD 0.5 MILES TO RIDGE TOP CLOSE TO TEST PITS

Proposed use of structure: YOUTH CAMP
Category of construction: Commercial

General Specifications

Max peak design flow: 3000 gpd. **Proposed gallons per day:** 3000 gpd.
Min septic tank volume: 6000 gal. **Min dosing tank volume:** N/A
Comments: This project as proposed will require a WPCF-OS permit

System Specifications

	<i>Initial System</i>	<i>Replacement Area</i>
System type:	Alternative Treatment Technology (ATTs)	Alternative Treatment Technology (ATTs)
ATT description:	TBD	TBD
System distribution type:	Serial	Serial
Distribution method:	Serial	Serial

Trench Specifications

CALL BEFORE YOU DIG...IT'S THE LAW

ATTENTION: Oregon law requires you to follow rules adopted by the Oregon Utility Notification Center. Those rules are set forth by Oregon Administration Rules. You may obtain copies of the rules by calling the center. (Note: The telephone number for the Oregon Utility Notification Center is 1-800-332-2344.)

Date issued: 07/10/2023
Application status: Site Evaluation Approved
Work description: SITE EVALUATION

Trench linear feet:	1000 linear ft.	1000 linear ft.
Max depth:	30 in.	30 in.
Min depth:	24 in.	24 in.
Special Requirements	Initial System	Replacement Area
Stakeout required:	Yes	Yes
Drainfield type:	Standard	Standard
Drainfield sizing:	50 linear ft/150 gal.	50 linear ft/150 gal.

THIS IS NOT YOUR PERMIT. A Construction/Installation permit is required before you construct your system. Please contact this office when you are ready to apply for a construction/installation permit. We cannot sign off on any Building Codes forms until we issue your permit.

This site approval runs with the land and will automatically benefit subsequent owners. This site approval is valid until the approved system is constructed under a DEQ construction permit or unless the site is altered without approval from this office. Alterations/excavations/lot line adjustments made to the site, or placement of wells or utilities, etc., may invalidate this approval

If you disagree with the decision of this report, you may apply for a site evaluation report review. The application for a site evaluation report review must be submitted to DEQ in writing within 60 days after the site evaluation report issue date and must include the site evaluation review fee in OAR 340-071-0140 Table 9A. A senior DEQ staff person will be assigned the site evaluation report review application.

You may apply for a variance to the onsite wastewater treatment system rules. The variance application must include a copy of the site evaluation report, plans and specifications for the proposed system, specify the rule(s) to which a variance is being requested, demonstrate the variance is warranted, and include the variance fee in OAR 340-071-140 Table 9C. A variance may only be granted if the variance officer determines that strict compliance with a rule is inappropriate or special physical conditions render strict compliance unreasonable, burdensome or impractical. A senior DEQ variance officer will be assigned the variance application.

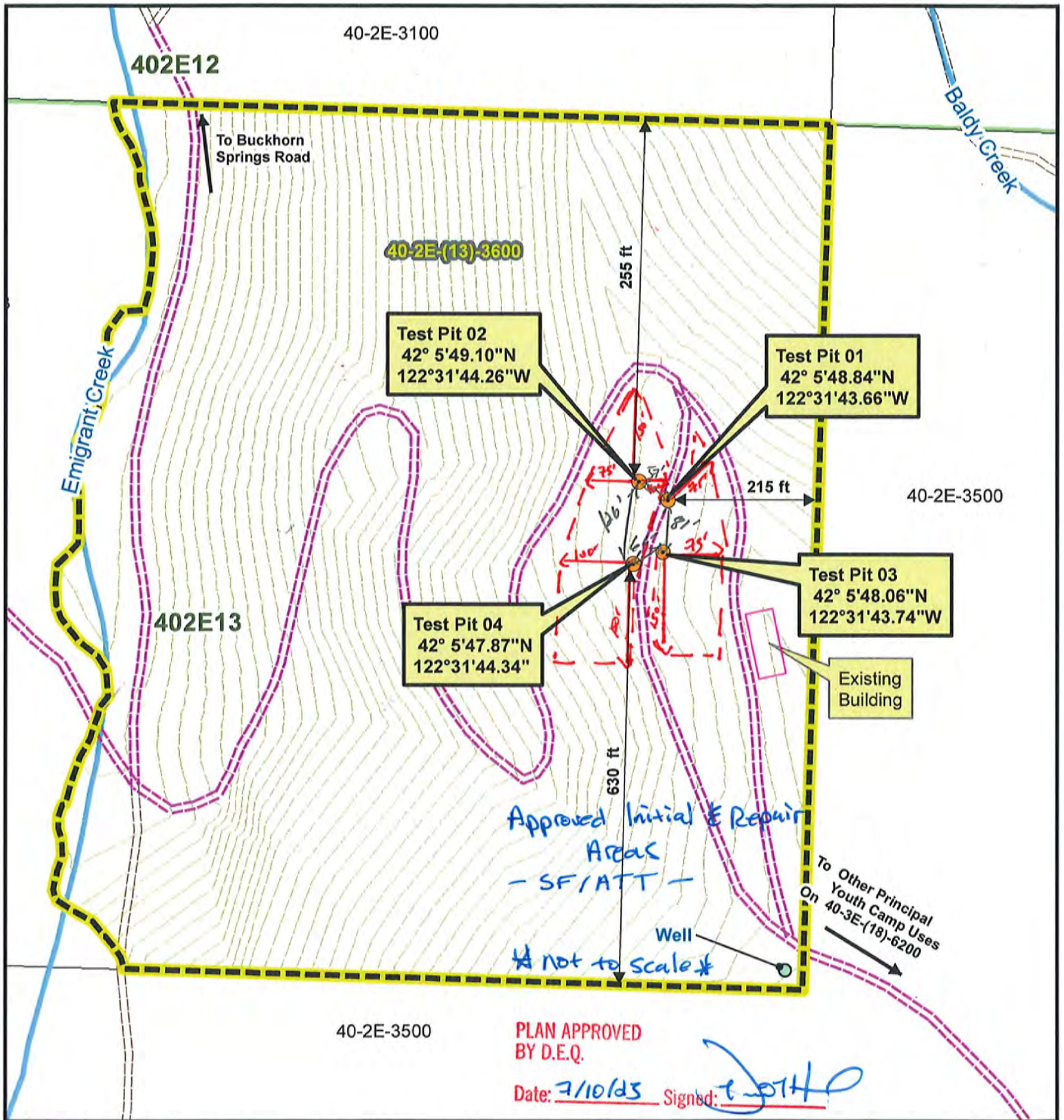
David Hurley

Onsite Wastewater Specialist

7/10/23

CALL BEFORE YOU DIG...IT'S THE LAW

ATTENTION: Oregon law requires you to follow rules adopted by the Oregon Utility Notification Center. Those rules are set forth by Oregon Administration Rules. You may obtain copies of the rules by calling the center. (Note: The telephone number for the Oregon Utility Notification Center is 1-800-332-2344.)



- Subject TL3600
- Test Pits
- Well
- 10 Ft Contours
- Class I or II Streams
- Roads Serving Youth Camp

Test Pit Coordinates are from a Cell Phone and are Approximate
Date: 2/6/2023

Test Pit Site Plan For On-Site Sanitation



Youth Camp Amendment

Living Lore LLC / Baldy Springs LLC
40-2E-(13)-3600

0 100 200 400
Feet



FIELD WORKSHEET

Name: CSA Planning Application No.: 248-23 00070-eval Date: _____
 RE: SITE EVALUATION REPORT for Parcel #: _____

Commercial Facility: Yes No Parcel Size: _____

APPROVED SYSTEM SPECIFICATIONS

Design flow: 3000 gpd Max Number of bedrooms: _____ Max Number of Employees: _____

Initial System	Replacement System
<input type="checkbox"/> Standard <input type="checkbox"/> Capping Fill <input type="checkbox"/> Bottomless Sand Filter <input checked="" type="checkbox"/> Conventional Sand Filter/ATT <input type="checkbox"/> Other _____	<input type="checkbox"/> Standard <input type="checkbox"/> Capping Fill <input type="checkbox"/> Bottomless Sand Filter <input checked="" type="checkbox"/> Conventional Sand Filter/ATT <input type="checkbox"/> Other _____
Tank: <input type="checkbox"/> 1,000 gal. <input type="checkbox"/> 1,500 gal. <input type="checkbox"/> 2 compartment <input checked="" type="checkbox"/> Other <input type="checkbox"/> effluent pump required <input type="checkbox"/> effluent filter required <u>6000 gpd</u>	Tank: <input type="checkbox"/> 1,000 gal. <input type="checkbox"/> 1,500 gal. <input type="checkbox"/> 2 compartment <input checked="" type="checkbox"/> Other <input type="checkbox"/> effluent pump required <input type="checkbox"/> effluent filter required <u>6000 gpd</u>
Distribution Method: <input type="checkbox"/> Equal <input checked="" type="checkbox"/> Serial <input type="checkbox"/> Pressurized	Distribution Method: <input type="checkbox"/> Equal <input checked="" type="checkbox"/> Serial <input type="checkbox"/> Pressurized
Absorption facility: <u>1000</u> total linear feet <u>50</u> linear feet per 150 gallons projected daily sewage flow <u>30</u> " Max Depth <u>24</u> " Min Depth	Absorption facility: <u>1000</u> total linear feet <u>50</u> linear feet per 150 gallons projected daily sewage flow <u>30</u> " Max Depth <u>24</u> " Min Depth

Additional Conditions of Approval

- Any alteration of natural soil conditions (i.e. cutting or filling) in the acceptable area may void this approval.
- Both the initial and replacement disposal areas are to be protected from traffic, cover, development, or other potential disturbance of natural soil conditions.
- The area must not be subjected to excessive saturation due to, but not limited to, artificial drainage of ground surfaces, roads, driveways, and building down spouts.
- This approval is given on the basis that the parcel described above will not be further partitioned or subdivided.
- Placement of a well within 100 feet of the approved areas may invalidate this approval.

- A curtain drain is required, a minimum of _____ feet above the highest disposal trench.
- The curtain drain must be a minimum of _____ inches deep, and installed in accordance with OAR 340-071-0220 (12).
- Rake trench sidewalls.
- The system must be installed during dry soil conditions only.
- System must be installed between June 1 and October 1, unless otherwise approved by DEQ.

7-cabins 200 gpd x 7 = 1400 gpd
8-tents/yurts x 4 campers/stuff 250 gpd = 1600 gpd

Application No.: _____

TID = 53"

PIT No.	DEPTH	TEXTURE	SOIL MATRIX COLOR AND CONDITIONS ASSOCIATED WITH SATURATION, ROOTS, STRUCTURE, EFFECTIVE SOIL DEPTH, ETC.
Test Pit 1	0-7	SLC	10YR 3/2, WSBK, 3uf, 2f, 7m roots, 7% coarse frag
	7-33	SC	10YR 3/4, WSBK, 2uf, 3f, 2m, 7c roots, 15% coarse frag
	33-53	—	weathered parent
			@CAS
Test Pit 2			Similar to TP#1
			TID = 59"
			ESD = 36"
			@CAS
Test Pit 3			Similar to TP#1
			TID = 56"
			ESD = 34"
Test Pit 4			Similar to TP#1
			TID = 55"
			ESD = 35"
Test Pit 5			
Test Pit 6			

Landscape Notes: _____

Slope: 6-7% Aspect: _____ Groundwater Type: Permanent Temporary

Other Site Notes: _____

Application No.: _____

Exhibit E

(Preliminary Title Report)



First American Title™

First American Title Insurance Company

1225 Crater Lake Avenue, Suite 101
Medford, OR 97504
Phn - (541)779-7250
Fax - (866)400-2250

Order No.: 7161-4343434
January 27, 2026

FOR QUESTIONS REGARDING YOUR CLOSING, PLEASE CONTACT:

LISA TATE, Escrow Officer/Closer
Phone: (541)779-7250x5435 - Fax: (866)839-7125- Email:LTate@firstam.com
First American Title Insurance Company
1225 Crater Lake Avenue, Suite 101, Medford, OR 97504

FOR ALL QUESTIONS REGARDING THIS PRELIMINARY REPORT, PLEASE CONTACT:

Lacey King, Title Officer
Phone: (541)779-7250 - Email: lrking@firstam.com

Preliminary Title Report

This report is for the exclusive use of the parties herein shown and is preliminary to the issuance of a title insurance policy and shall become void unless a policy is issued, and the full premium paid.

Please be advised that any provision contained in this document, or in a document that is attached, linked or referenced in this document, that under applicable law illegally discriminates against a class of individuals based upon personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or any other legally protected class, is illegal and unenforceable by law.

Situs Address as disclosed on Jackson County Tax Roll:

2829 Buckhorn Springs Road, Ashland, OR 97520

2021 ALTA Owners Standard Coverage	Liability \$ 1,500,000.00	Premium \$ 2,850.00
2021 ALTA Owners Extended Coverage	Liability \$	Premium \$
2021 ALTA Lenders Standard Coverage	Liability \$	Premium \$
2021 ALTA Lenders Extended Coverage	Liability \$ TBD	Premium \$ TBD
Endorsement 9.10, 22 & 8.1		Premium \$ 100.00
Govt Service Charge		Cost \$
Other		Cost \$

Proposed Insured Lender: Lender To Be Determined

Proposed Borrower: TBD

We are prepared to issue Title Insurance Policy or Policies of First American Title Insurance Company, a Nebraska Corporation in the form and amount shown above, insuring title to the following described land:

The land referred to in this report is described in Exhibit A attached hereto.

and as of January 21, 2026 at 8:00 a.m., [title to the fee simple estate is vested in:](#)

Baldy Springs LLC, An Oregon Limited Liability Company, as to Parcel 1 and Lions Mane LLC, An Oregon Limited Liability Company as to Parcel 2

Subject to the exceptions, exclusions, and stipulations which are ordinarily part of such Policy form and the following:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records; proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the land or by making inquiry of persons in possession thereof.
3. Easements, or claims of easement, not shown by the public records; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
4. Any encroachment (of existing improvements located on the subject land onto adjoining land or of existing improvements located on adjoining land onto the subject land), encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the subject land.
5. Any lien, or right to a lien, for services, labor, material, equipment rental or workers compensation heretofore or hereafter furnished, imposed by law and not shown by the public records.

The exceptions to coverage 1-5 inclusive as set forth above will remain on any subsequently issued Standard Coverage Title Insurance Policy.

In order to remove these exceptions to coverage in the issuance of an Extended Coverage Policy the following items are required to be furnished to the Company; additional exceptions to coverage may be added upon review of such information:

- A. Survey or alternative acceptable to the company
 - B. Affidavit regarding possession
 - C. Proof that there is no new construction or remodeling of any improvement located on the premises. In the event of new construction or remodeling the following is required:
 - i. Satisfactory evidence that no construction liens will be filed; or
 - ii. Adequate security to protect against actual or potential construction liens;
 - iii. Payment of additional premiums as required by the Industry Rate Filing approved by the Insurance Division of the State of Oregon
6. Water rights, claims or title to water, whether or not shown by the public record.
 7. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in the Public Records.
 8. The assessment roll and the tax roll disclose that the premises herein described were specially assessed as Forest Land pursuant to O.R.S. 321.358 to 321.372. If the land becomes disqualified for the special assessment under the statute, an addition tax may be levied for the last five (5) or lesser number of years in which the land was subject to the special land assessment.
 9. Rights of the public and of governmental bodies in and to that portion of the premises herein described lying below the high water mark of Emigrant Creek and Baldy Creek.

10. Any adverse claim based upon the assertion that some portion of said land has been removed from or brought within the boundaries thereof by an avulsive movement of the Emigrant Creek and Baldy Creek or has been formed by the process of accretion or reliction or has been created by artificial means or has accreted to such portion so created.
11. A right of way to construct, erect, build, maintain and use a road for ingress and egress, including terms and provisions thereof.
Recorded: [Volume 237, Page 517](#)

Release of Rights in Right-of-Way recorded September 17, 2012 as Document [2012-031104](#); September 21, 2012 as Document No. [2012-031829](#); October 24, 2012 as Document No. [2012-036524](#); October 24, 2012 as Document No. [2012-036525](#); and October 24, 2012 as Document No. [2012-036526](#).
12. A right of way for road purposes, including terms and provisions thereof.
Recorded: [Volume 357, Page 23](#) and [Volume 357, Page 198](#)
13. Easement, including terms and provisions contained therein:
Recording Information: [Volume 368, Page 382](#)
For: the use of the road system for ingress and egress
14. Easement, including terms and provisions contained therein:
Recording Information: [Volume 368, Page 384](#)
For: a roadway 60 feet in width
15. Easement, including terms and provisions contained therein:
Recording Information: [Volume 379, Page 208](#)
For: the use of the road system for ingress and egress
16. An agreement and easement for road purposes, including terms and provisions thereof.
Recorded: [Volume 528, Page 434](#)
17. A perpetual non-exclusive easement, 40 feet in width, upon an existing road, including terms and provisions contained therein:

Recording Information: Document No. [93-03273](#)
18. Easement, including terms and provisions contained therein:
Recording Information: Document No. [99-19694](#)
In Favor of: Timber Products Co., limited partnership
For: permanent easement over an existing road for the purpose of ingress and egress
19. Easement, including terms and provisions contained therein:
Recording Information: Document No. [00-09937](#)
In Favor of: Douglas County Lumber Company
For: ingress and egress over an existing road
20. Easement, including terms and provisions contained therein:
Recording Information: Document No. [01-49658](#)
For: ingress and egress

21. Memorandum of Agreement, including terms and provisions thereof.
Recorded: December 21, 2004 as Document No. [2004-073668](#)
(Affects Parcel 1)
22. Loss or damage by reason that there appears to exist no insurable right of access to and from the land herein described to a public right-of-way. Unless this matter is solved to the satisfaction of the company, the forthcoming policy/endorsement will contain an exception to coverage for loss or damage by reason of **lack** of right of access to and from the land.
23. Restrictive Covenants, including the terms and provisions thereof, as imposed by Jackson County Department of Planning and Development, through the Jackson County Land Development Ordinance, and recorded June 07, 2021 as Document No. [2021-024480](#), Official Records of Jackson County, Oregon.
(Affects Parcel 2)

Re-recorded August 06, 2021 as Document No. [2021-034204](#)
24. Easement, including terms and provisions contained therein:
Recording Information: April 08, 2022 as Document No. [2022-011927](#)
In Favor of: PacifiCorp, an Oregon corporation, its successors and assigns
For: underground right of way
Affects: A portion of Parcel 2
25. Easement Agreement and the terms and conditions thereof:
Between: Roderick J and Brooks D Newton
And: Baldy Springs LLC
Recording Information: May 24, 2022 as Document No. [2022-016865](#)
(Affects Parcel 1)
26. Easement Agreement and the terms and conditions thereof:
Between: Roderick J and Brooks D Newton
And: Lions Mane LLC
Recording Information: May 24, 2022 as Document No. [2022-016866](#)
(Affects Parcel 2)
27. Easement Agreement and the terms and conditions thereof:
Between: Oregon Retreat Centers LLC
And: Baldy Springs LLC
Recording Information: May 24, 2022 as Document No. [2022-016867](#)
(Affects Parcel 1)
28. Access Easement Agreement and the terms and conditions thereof:
Between: Return to Nature, LLC, an Oregon limited liability company
And: Baldy Springs LLC, an Oregon limited liability company, and Lions Mane LLC, an Oregon limited liability company
Recording Information: August 13, 2025 as Document No. [2025-017436](#)
29. Requirement that the title company be provided with information regarding the difference between the contracted sales price versus the tax assessed real market value of \$418,950.00 as disclosed on the County tax rolls. Otherwise, Section 3.001 of the OTIRO Oregon Rating Manual requires the insured amount in the owner's policy to be based on the current real market valuation of the property (as determined by the County tax rolls or an appraisal).
30. This report has been submitted to our underwriter for review and approval. We will inform you of any further exceptions and/or requirements.

31. Unrecorded leases or periodic tenancies, if any.
32. With respect to Baldy Springs LLC,:
- a. A copy of its operating agreement or similar document and any amendments thereto;
 - b. A official copy of its articles of organization or similar incorporation document and any corrections, amendments or restatements thereto;
 - c. Evidence that the limited liability company is properly formed and is in good standing in the state of its domicile;
 - d. Other requirements which the Company may impose following its review of the material required herein and other information which the Company may require.
33. With respect to Lions Mane LLC:
- a. A copy of its operating agreement or similar document and any amendments thereto;
 - b. A official copy of its articles of organization or similar incorporation document and any corrections, amendments or restatements thereto;
 - c. Evidence that the limited liability company is properly formed and is in good standing in the state of its domicile;
 - d. Other requirements which the Company may impose following its review of the material required herein and other information which the Company may require.

- END OF EXCEPTIONS -

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

NOTE: Taxes for the year 2025-2026 PAID IN FULL

Tax Amount:	\$2,123.14
Map No.:	403E 6200
Property ID:	1-011128-2
Tax Code No.:	5-02

(Affects Parcel 1)

NOTE: Taxes for the year 2025-2026 PAID IN FULL

Tax Amount:	\$926.27
Map No.:	402E 3600
Property ID:	1-010898-3
Tax Code No.:	5-02

(Affects Parcel 2)

NOTE: An easement appurtenant to the herein described property for right of way for ingress & egress, including the terms and provisions thereof, as set forth in instrument recorded Document No. [01-49658](#), Official Records of Jackson County, Oregon.

(Over NE1/4 of NE1/4 and SE1/4 of NE1/4 of 40S-2E TL 3500)

NOTE: This Preliminary Title Report does not include a search for Financing Statements filed in the Office of the Secretary of State, or in a county other than the county wherein the premises are situated, and no liability is assumed if a Financing Statement is filed in the Office of the County Clerk covering Timber on the premises wherein the lands are described other than by metes and bounds or under the rectangular survey system or by recorded lot and block.

NOTE: According to the public records, there has been no conveyance of the land within a period of twenty-four months prior to the date of this report, except as follows:

None

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

THANK YOU FOR CHOOSING FIRST AMERICAN TITLE!
WE KNOW YOU HAVE A CHOICE!

LACEY KING
TITLE OFFICER
lrking@firstam.com

Recording Information

For county recording requirements and fees visit
<https://jacksoncountyor.gov/departments/clerk/recording/index.php>

NOTE: Non-standard Document Fee of \$20.00, if applicable, will be imposed by the county clerk for documents presented for recording that fail to meet the requirements established by ORS 205.27

You can also calculate fees by using our Title Fee Calculator at
<https://facc.firstam.com/>.

cc: Lender To Be Determined

cc: Chris Martin, John L Scott Real Estate
871 Medford Center, Medford, OR 97504

Exhibit "A"

Real property in the County of Jackson, State of Oregon, described as follows:

PARCEL 1:

TRACT A:

THE SOUTH HALF OF THE SOUTHWEST QUARTER, THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER, THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 40 SOUTH, RANGE 3 EAST OF THE WILLAMETTE MERIDIAN IN JACKSON COUNTY, OREGON.

TRACT B:

THE SOUTH HALF OF THE NORTHWEST QUARTER, THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER, SOUTHWEST QUARTER OF THE NORTHEAST OF SECTION 18, TOWNSHIP 40 SOUTH, RANGE 3 EAST OF THE WILLAMETTE MERIDIAN IN JACKSON COUNTY, OREGON.

PARCEL 2:

THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 40 SOUTH, RANGE 2 EAST, WILLAMETTE MERIDIAN IN JACKSON COUNTY, OREGON, LYING EAST OF IMMIGRANT CREEK.

NOTE: THIS LEGAL DESCRIPTION WAS CREATED PRIOR TO JANUARY 1, 2008.



First American Title Insurance Company

SCHEDULE OF EXCLUSIONS FROM COVERAGE

ALTA LOAN POLICY (07/01/21)

The following matters are excluded from the coverage of this policy, and the Company will not pay **loss or damage, costs, attorneys' fees, or expenses** that arise by reason of:

1. a. any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) that restricts, regulates, prohibits, or relates to:
 - i. the occupancy, use, or enjoyment of the Land;
 - ii. the character, dimensions, or location of any improvement erected on the Land;
 - iii. the subdivision of land; or
 - iv. environmental remediation or protection.
- b. any governmental forfeiture, police, regulatory, or national security power.
- c. the effect of a violation or enforcement of any matter excluded under Exclusion 1.a. or 1.b.
Exclusion 1 does not modify or limit the coverage provided under Covered Risk 5 or 6.
2. Any power of eminent domain. Exclusion 2 does not modify or limit the coverage provided under Covered Risk 7.
3. Any defect, lien, encumbrance, adverse claim, or other matter:
 - a. created, suffered, assumed, or agreed to by the Insured Claimant;
 - b. not Known to the Company, not recorded in the Public Records at the Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - c. resulting in no loss or damage to the Insured Claimant;
 - d. attaching or created subsequent to the Date of Policy (Exclusion 3.d. does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or
 - e. resulting in loss or damage that would not have been sustained if consideration sufficient to qualify the Insured named in Schedule A as a bona fide purchaser or encumbrancer had been given for the Insured Mortgage at the Date of Policy.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business law.
5. Invalidity or unenforceability of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury law or Consumer Protection Law.
6. **Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights law, that the transaction creating the lien of the Insured Mortgage is a:**
 - a. fraudulent conveyance or fraudulent transfer;
 - b. voidable transfer under the Uniform Voidable Transactions Act; or
 - c. preferential transfer:
 - i. to the extent the Insured Mortgage is not a transfer made as a contemporaneous exchange for new value; or
 - ii. for any other reason not stated in Covered Risk 13.b.
7. Any claim of a PACA-PSA Trust. Exclusion 7 does not modify or limit the coverage provided under Covered Risk 8.
8. Any lien on the Title for real estate taxes or assessments imposed by a governmental authority and created or attaching between the Date of Policy and the date of recording of the Insured Mortgage in the Public Records. Exclusion 8 does not modify or limit the coverage provided under Covered Risk 2.b. or 11.b.
9. Any discrepancy in the quantity of the area, square footage, or acreage of the Land or of any improvement to the Land.

ALTA OWNER'S POLICY (07/01/21)

The following matters are excluded from the coverage of this policy, and the Company will not pay **loss or damage, costs, attorneys' fees, or expenses** that arise by reason of:

1. a. any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) that restricts, regulates, prohibits, or relates to:
 - i. the occupancy, use, or enjoyment of the Land;
 - ii. the character, dimensions, or location of any improvement on the Land;
 - iii. the subdivision of land; or
 - iv. environmental remediation or protection.
- b. any governmental forfeiture, police, regulatory, or national security power.
- c. the effect of a violation or enforcement of any matter excluded under Exclusion 1.a. or 1.b.
Exclusion 1 does not modify or limit the coverage provided under Covered Risk 5 or 6.
2. Any power of eminent domain. Exclusion 2 does not modify or limit the coverage provided under Covered Risk 7.
3. Any defect, lien, encumbrance, adverse claim, or other matter:
 - a. created, suffered, assumed, or agreed to by the Insured Claimant;
 - b. not Known to the Company, not recorded in the Public Records at the Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - c. resulting in no loss or damage to the Insured Claimant;
 - d. attaching or created subsequent to the Date of Policy (Exclusion 3.d. does not modify or limit the coverage provided under Covered Risk 9 or 10); or
 - e. resulting in loss or damage that would not have been sustained if consideration sufficient to qualify the Insured named in Schedule A as a bona fide purchaser had been given for the Title at the Date of Policy.
4. **Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights law, that the transaction vesting the Title as shown in Schedule A is a:**
 - a. fraudulent conveyance or fraudulent transfer;
 - b. voidable transfer under the Uniform Voidable Transactions Act; or
 - c. preferential transfer:
 - i. to the extent the instrument of transfer vesting the Title as shown in Schedule A is not a transfer made as a contemporaneous exchange for new value; or
 - ii. for any other reason not stated in Covered Risk 9.b.
5. Any claim of a PACA-PSA Trust. Exclusion 5 does not modify or limit the coverage provided under Covered Risk 8.
6. Any lien on the Title for real estate taxes or assessments imposed or collected by a governmental authority that becomes due and payable after the Date of Policy. Exclusion 6 does not modify or limit the coverage provided under Covered Risk 2.b.
7. Any discrepancy in the quantity of the area, square footage, or acreage of the Land or of any improvement to the Land.

SCHEDULE OF STANDARD EXCEPTIONS

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records; proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the land or by making inquiry of persons in possession thereof.
3. Easements, or claims of easement, not shown by the public records; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
4. Any encroachment (of existing improvements located on the subject land onto adjoining land or of existing improvements located on adjoining land onto the subject land), encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the subject land.
5. Any lien" or right to a lien, for services, labor, material, equipment rental or workers compensation heretofore or hereafter furnished, imposed by law and not shown by the public records.

NOTE: A SPECIMEN COPY OF THE POLICY FORM (OR FORMS) WILL BE FURNISHED UPON REQUEST

Rev. 07-01-21



Privacy Notice

Last Updated and Effective Date: December 1, 2024

First American Financial Corporation and its subsidiaries and affiliates (collectively, "First American," "we," "us," or "our") describe in our full privacy notice ("Notice"), which can be found at <https://www.firstam.com/privacy-policy/>, how we collect, use, store, sell or share your personal information when: (1) you access or use our websites, mobile applications, web-based applications, or other digital platforms where the Notice is posted ("Sites"); (2) you use our products and services ("Services"); (3) you communicate with us in any manner, including by e-mail, in-person, telephone, or other communication method ("Communications"); (4) we obtain your information from third parties, including service providers, business partners, and governmental departments and agencies ("Third Parties"); and (5) you interact with us to conduct business dealings, such as the personal information we obtain from business partners and service providers and contractors who provide us certain business services ("B2B"). This shortened form of the Notice describes some of the terms contained in the full Privacy Notice. Personal information is sometimes also referred to as personal data, personally identifiable information or other like terms to mean any information that directly or indirectly identifies you or is reasonably capable of being associated with you or your household. However, certain types of information are not personal information and thus, not within the scope of our Notice, such as: (1) publicly available information; and (2) de-identified and aggregated data that is not capable of identifying you. If we use de-identified or aggregated data, we commit to maintain and use the information in a non-identifiable form and not attempt to reidentify the information, unless required or permitted by law.

This Notice applies wherever it is posted. To the extent a First American subsidiary or affiliate has different privacy practices, such entity shall have their own privacy statement posted as applicable.

Please note that this Notice does not apply to any information we collect from job candidates and employees. Our employee and job candidate privacy notice can be found [here](#).

What Type Of Personal Information Do We Collect About You? We collect a variety of categories of personal information about you. To learn more about the categories of personal information we collect, please visit <https://www.firstam.com/privacy-policy/>.

How Do We Collect Your Personal Information? We collect your personal information: (1) directly from you; (2) automatically when you interact with us; and (3) from other parties, including business parties and affiliates.

How Do We Use Your Personal Information? We may use your personal information in a variety of ways, including but not limited to providing the services you have requested, fulfilling your transactions, complying with relevant laws and our policies, and handling a claim. To learn more about how we may use your personal information, please visit <https://www.firstam.com/privacy-policy/>.

How Do We Disclose Your Personal Information? We may disclose your personal information, including to subsidiaries, affiliates, and to unaffiliated parties, such as service providers and contractors: (1) with your consent; (2) in a business transfer; and (3) for legal process and protection. Although **we do not "sell" your information in the traditional sense, the definition of "sale" is broad under the CCPA that some disclosures of your information to third parties may be considered a "sale" or "sharing" for targeted advertising.** To learn more about how we disclose your personal information, please visit <https://www.firstam.com/privacy-policy/>.

How Do We Store and Protect Your Personal Information? The security of your personal information is important to us. We take all commercially reasonable steps to make sure your personal information is protected. We use our best efforts to maintain commercially reasonable technical, organizational, and physical safeguards, consistent with applicable law, to protect your personal information.

How Long Do We Keep Your Personal Information? We keep your personal information for as long as necessary in accordance with the purpose for which it was collected, our business needs, and our legal and regulatory obligations.



Your Choices We provide you the ability to exercise certain controls and choices regarding our collection, use, storage, and disclosure of your personal information. You can learn more about your choices by visiting <https://www.firstam.com/privacy-policy/>.

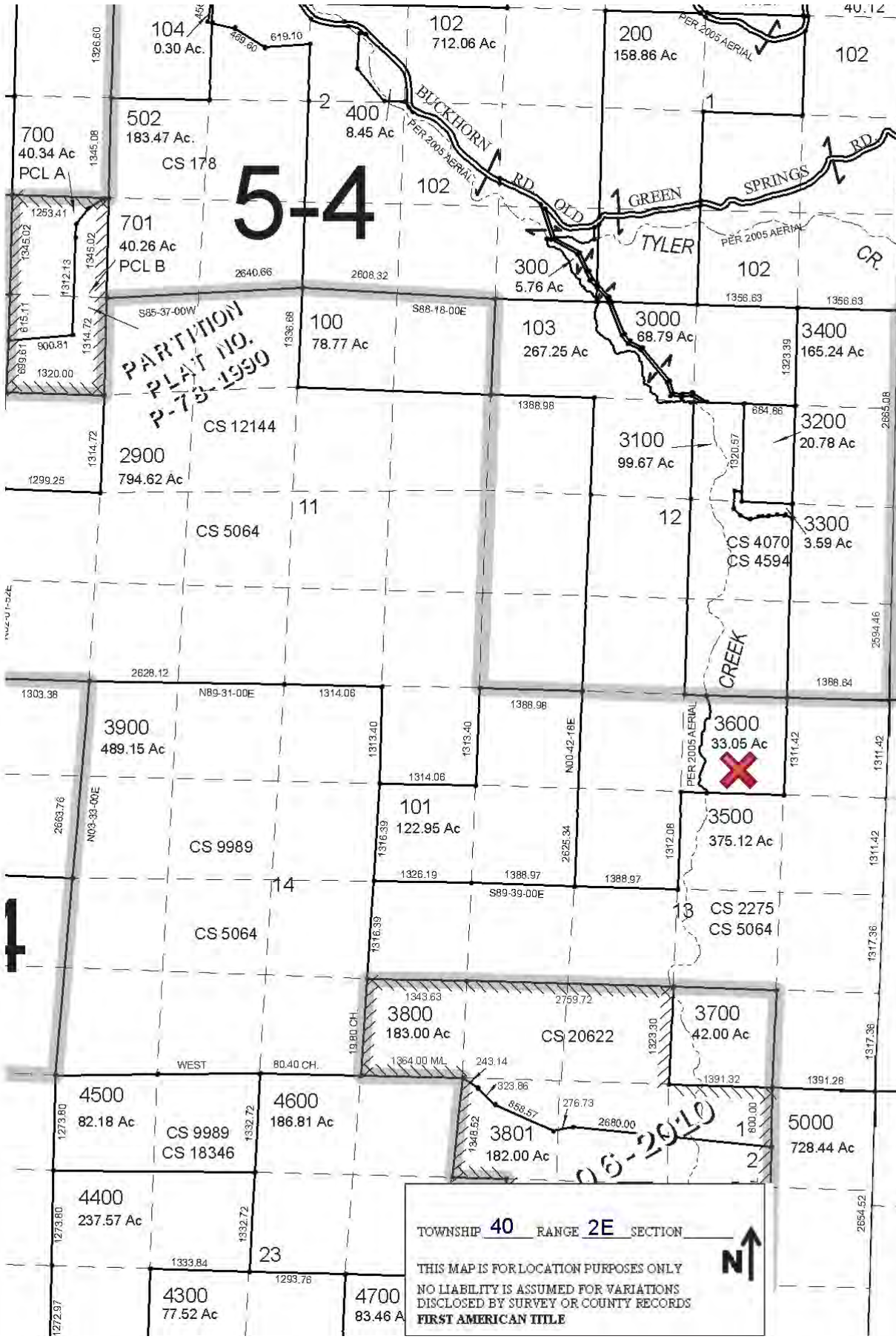
International Jurisdictions: Our Services are offered in the United States of America (US), and are subject to US federal, state, and local law. If you are accessing the Services from another country, please be advised that you may be transferring your information to us in the US, and you consent to that transfer and use of your information in accordance with the Notice. You also agree to abide by the applicable laws of applicable US federal, state, and local laws concerning your use of the Services, and your agreements with us.

Changes to Our Notice: We may change the Notice from time to time. Any and all changes to the Notice will be reflected on this page and in the full Notice, and where appropriate provided in person or by another electronic method.

YOUR CONTINUED USE, ACCESS, OR INTERACTION WITH OUR SERVICES OR YOUR CONTINUED COMMUNICATIONS WITH US AFTER THIS NOTICE HAS BEEN PROVIDED TO YOU WILL REPRESENT THAT YOU HAVE READ AND UNDERSTOOD THE NOTICE.

For California Residents If you are a California resident, you may have certain rights under California law, including but not limited to the California Consumer Privacy Act of 2018, as amended by the California Privacy Rights Act and its implementing regulations. To learn more, please visit <https://www.firstam.com/privacy-policy/>.

Contact Us: dataprivacy@firstam.com or toll free at 1-866-718-0097.



5-4

**PARTITION
PLAT NO.
P-73-1990**

3600
33.05 Ac
X

06-20-10

TOWNSHIP **40** RANGE **2E** SECTION

THIS MAP IS FOR LOCATION PURPOSES ONLY
NO LIABILITY IS ASSUMED FOR VARIATIONS
DISCLOSED BY SURVEY OR COUNTY RECORDS
FIRST AMERICAN TITLE

N

SEE MAP 40 3E

Exhibit F

(Youth Camp Info)



JACKSON COUNTY DEVELOPMENT SERVICES

TYPE 2 LAND USE DECISION

AMENDMENT OF DEPARTMENTAL ADMINISTRATIVE REVIEW

STAFF REPORT

DEVELOPMENT SERVICES

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Planner II

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OWNER: Lions Mane LLC/
Baldy Springs LLC
PO Box 743
Ashland, OR 97520

FILE: 439-24-01641-ZON

APPLICANT: Living Lore, LLC
PO Box 743
Ashland, OR 97520

AGENT: CSA Planning Ltd
4497 Brownridge Terr, Ste 101
Medford, OR 97504

MAP DESCRIPTION:

Township	<u>40</u>	Range	<u>3E</u>	Section	<u>(18)</u>	Tax Lot	<u>6200</u>
Township	<u>40</u>	Range	<u>2E</u>	Section	<u>(13)</u>	Tax Lot	<u>3600</u>

LOCATION: The property is located at 2829 Buckhorn Springs Road, Ashland, OR.

NATURE OF APPLICATION: Amendment of File 439-22-02154-ZON, a request for approval of a Youth Camp, to remove camp areas currently part of Tax Lot 103, add cabins to Tax Lot 3600, revise the parking, relocate the lodge, kitchen, dining hall and bath house from Tax Lot 6200 to Tax Lot 3600, modify the location of yurts/bell tents on Tax Lot 6200, adjust the location of parking on Tax Lot 3600 and reduce the number of spaces, add and adjust parking on Tax Lot 6200, and clarify conditions.

STAFF DECISION: Approval with conditions.

LOT LEGALITY: The subject properties are lawful parcels, as defined by the 2004 Land Development Ordinance Section 10.2.

Map and Tax Lot 40-2E-3600 was created prior to countywide land use regulations on May 11, 1962 through Volume 528, Page 433 of the Official Records of Jackson County.

Map and Tax Lot 40-3E-6200 was created prior to countywide land use regulations in 1908 and 1909 through Land Patents 31177 and 74054.

ZONING: Forest Resource (FR)

I. APPLICABLE CRITERIA

To approve this application, the County must determine that it is in conformance with Section 3.1.3(B), Section 3.2.4, Section 3.2.7(E), Section 4.3.4, Table 4.3-1, Section 4.3.4, Section 4.3.12, Section 7.1.1(C), Section 7.1.1(K), Section 8.2, Section 8.6, Section 8.7, Chapter 9, General Development Regulations of the Jackson County Land Development Ordinance (LDO) LDO Section 10.2 and Oregon Administrative Rules (OAR) 660-006-0031.

II. FINDINGS OF CONFORMANCE WITH THE LAND DEVELOPMENT ORDINANCE

1) **JCLDO Section 3.1.3(B), Approval Criteria**, establishes the following criteria for approval of a Type 2 land use decision:

B) A site development plan may be required pursuant to Section 3.2.4. If a site development plan is required, it shall comply with Section 3.2 and all other applicable provisions of this Ordinance.

FINDING/CONCLUSION: Section 3.1.3 requires site development review for commercial, industrial, public/quasi-public and multi-family proposals. A Youth Camp is classified as a quasi-public use. A site development review was done through File 439-21-02901-ZON and amended through File 439-22-02154-ZON. This application is for an additional amendment of the previous approval. All applicable criteria and development standards relating to site plan review will be applied to the proposal and are addressed in this staff report.

2) **JCLDO Section 3.2.4, Approval Criteria:** *A site development plan reviewed under a Type 2-4 procedure may only be approved if affirmative findings can be made for all the criteria set forth below. The County will require adherence to sound planning principles, while allowing for design flexibility in the administration of these criteria:*

FINDING: The application is for amendment of a Youth Camp approved through File 439-21-02901-ZON and amended through File 439-22-02154-ZON. The criteria of Section 3.2.4 apply to the amendment. The proposal is for a Youth Camp that includes the following, accounting for both previously approved and amended elements:

TL 3600:

- a) Sixteen (16) cabins of approximately 500 square feet each (anticipated to hold a maximum of 2 occupants each). Cabins may include toilet facilities, but no bathing or kitchen facilities;
- b) DEQ approved septic areas (initial and repair areas);
- c) Forty-nine (49) 9'x18 parking spaces;
- c) Replacement of the agricultural/forestry building approved through Cases #439-21-01428-ZON and #439-21-02543-AGE with a 2-story lodge, kitchen/dining hall and bath house building, up to 8,000 square foot. This structure may be split into three closely spaced structures or attached as one;
- d) One (1) caretaker dwelling;
- e) Primary/Common Use Areas (upper area near ag building and cabins, lower area west of the creek;

- f) Drop off/pick up areas;
- h) Well and expanded on-site sanitation facilities.

TL 6200:

- a) Thirty (30) yurt or bell tent spaces, ten (10) in Area A and twenty (20) in Area B, each designed for one to two occupants;
- d) Nine (9) 9'x18 parking spaces and ten (10) parallel spaces, with a turnaround;
- e) Activity/use area (Area C), which will be an open space activity area with no permanent structures.

The applicant previously also indicated that the use will include dispersed trails, picnic tables and sun/rain shelters. They also indicated that they would “start out with 7 cabins and a handful of tents, if necessary”. However, no additional tent areas beyond the individual sites shown have been indicated nor has it been indicated if they intend to keep using tents in addition to the cabin/bell tent sites, so it is assumed that the proposed use will not include either of these. Staff findings will address only what is shown or noted in the applicant’s findings.

The applicant has submitted only a Conceptual Site Plan. No detail for location of fire pits/rings, picnic tables, trails or shelters has been provided on Tax Lot 3600. **Prior to issuance of permits or operation**, the applicant must provide a revised final site plan that shows the location of all proposed facilities, including those noted. Staff anticipates that, in the future, the applicant may wish to add accessory facilities, such as restroom/bathing facilities on Tax Lot 6200, a pavilion or amphitheater. These types of accessory facilities may be added without amendment of the application as long as they comply with all setback, special setback and fuelbreak requirements. An **ongoing** condition will be included that any substantial deviation from the site plan, as shown, except as required through conditions of approval, will require formal amendment of any approval. In addition, the applicant has stipulated to amendment of the application if the number of participants increases to exceed 100 participants, since this would functionally change the nature and intensity of the camp, would potentially exceed the capacity of transportation facilities, and possibly require additional on- or off-site improvements, so would prompt additional review of applicable criteria.

- A) *The site development plan fully complies, or in the case of a lawful nonconformity complies to the maximum extent feasible, with all applicable requirements of this Ordinance, including the general development regulations of Chapters 8 and 9 and the dedications and improvement requirements of Chapter 10.*

FINDING/CONCLUSION: The applicable criteria and standards are addressed in this report. When the criteria and standards are found to be met by this proposal or can feasibly be met with conditions, this criterion will be met.

- B) *On properties that are not zoned for farm or forest use, the site development plan adequately protects other property from the potential adverse effects of nonresidential uses.*

FINDING/CONCLUSION: The property is zoned Forest Resource (FR). Therefore, this

criterion does not apply to this proposal.

- C) *The site design promotes a proper relationship between existing and proposed streets and highways within the vicinity in order to assure the safety and convenience of pedestrian and vehicular traffic; to ensure efficient traffic flow and control; to ensure easy access in cases of fire, catastrophe, and emergency; and so as not to create or contribute to undue traffic congestion on abutting public streets. An assessment of traffic impacts and identification of traffic impact mitigation measures may be required to demonstrate compliance with this criterion.*

FINDING/CONCLUSION: The applicant is proposing to establish a Youth Camp for up to 125 participants, including employees, volunteers and caretakers. The Applicant notes that “The proposed modifications do not include a request to increase the number of camp participants (100) and camp staff/volunteers (25) as previously approved. Accordingly, no additional traffic would be generated by the proposed amendment. The proposed amendment also will not modify the previously approved proposal to transport participants to and from the camp from towns in the area with the possibility of occasional drop-off and pick-up by family members.” The amended proposal includes 30 yurt or bell tent units on Tax Lot 6200, with 16 cabin units on Tax Lot 3600. The findings indicate that cabin units are designed for one or two occupants. Access to the site is via private easements, previously thought to be a BLM road, that connect to Buckhorn Springs Road. Access also includes a short segment of BLM road between Tax Lots 3600 and 6200. The Applicant “proposes no modification that would change the existing road alignments or connections through the property. All internal access roads are existing as shown on the submitted site plan which show that traffic flow will be appropriately accommodated to and around all building sites. Emergency access standards have previously been demonstrated by fire safety inspection as being met...” and can feasibly be met for proposed facilities and structures.

Staff researched trip generation as part of previous reviews, based on ITE Trip Generation figures for a campground. According to the ITE Manual, based on the 46 sites shown by the applicant and the caretaker dwelling, the proposed use could generate 101 trips per day (average of .66 trips per campsite, based on a.m. and p.m. peak generator traffic being 30% of overall trips). Consistent with the previous decision and to help decrease the traffic on a narrow gravel road, the Applicant “stipulates to agree to accept the related conditions of approval as previously imposed to limit drop-offs and pick-up to a maximum of 40% of trips (and that a minimum of 60% of camp participants and staff be shuttled to the property)”, with only a limited amount of drop-off and pick-up by family members. Staff can more easily concur with trip generation levels noted by the applicant based on the stipulation of shuttling participants and staff. As noted in previous reviews, while Staff typically defers to the ITE manual trip generation figures over the applicant’s findings, it is clear that shuttling of participants and staff would reduce the number of trips by half or more. Based on the ITE Trip Generation Manual figures, the trips generated would be equivalent to allowing just over ten additional dwellings on Buckhorn Springs Road and the easement road, but would be reduced to approximately the number noted by the applicant through the shuttle service. Staff reviewed the road development level of Buckhorn Springs and the easement road, but did not examine Highway 66, assuming, at its development level, that it has sufficient capacity to accommodate the use. Development

level noted in previous reviews continues to hold true so are not noted in this review.

Conditions were previously included that required the applicant to obtain easements for portions of the camp located west of Emigrant Creek unless crossing of the stream is proposed. The applicant has eliminated portions of the camp on the west side of the creek, so conditions related to those areas may be removed from the decision.

Staff continues to find that County road segments are adequate to accommodate the additional traffic only with the stipulation and **ongoing** condition that a minimum of 60% of camp participants and staff will be shuttled to the property, with 40% or less of traffic being drop-off and pick-up or parking at the property. While Staff has expressed concerns that the private easement roads and local access road segments are substantially underdeveloped for such a level of potential traffic, previous Roads Division and BLM comments raised no concerns regarding capacity or degradation that would potentially result and no change in traffic volumes is anticipated. Considering the lack of any concerns expressed by the applicable agencies, and that the Applicant is not changing the intensity of the use, Staff finds that this criterion is met.

- D) *The property owner and applicant have agreed to record in the County Clerk's Office a deferred improvement agreement against the property for any future public road improvements that will be required as a result of the proposed development. Deferral of frontage improvements will be required under the following circumstances: (1) the land served by an existing road is zoned for more intensive development; and (2) only a minor part of potential traffic on the road would be generated by the proposed development. In both cases it will be necessary to obtain a binding commitment to make needed road improvements when warranted.*

FINDING/CONCLUSION: The subject property is located on private easement roads which connect to BLM roads. A Deferred Improvement Agreement is not required.

- E) *The site is served by sewer or septic, water, fire protection and access sufficient to meet the needs for the use as determined by local service providers.*

FINDING/CONCLUSION: This criterion is addressed as follows:

Sanitation: No private on-site septic systems are currently present on the subject property, although the site has been approved for septic areas, as documented in the application materials. These areas are shown on the site plan between Areas C and D in the east portion of Tax Lot 3600. **Prior to final inspection/occupancy**, the applicant must provide a copy of the Certificate of Satisfactory Completion from DEQ. As an **ongoing** condition, addition of any future restroom/bathing facilities in any area, include Areas A, B, C, D-1 or D-2 must be reviewed through the Planning Division for compliance with setbacks and special setbacks.

Domestic Water Usage: The proposed development is not eligible for connection to public water facilities, nor is it feasible. Water service is proposed to be via private well. The applicant has provided a well log for a well in the southeast corner of Tax Lot 3600 showing

a yield of 25 gallons per minute. The Applicant also intends to install a holding tank in the east portion of Tax Lot 3600 for general use and fire safety. Staff is aware that there are limitations on groundwater usage. **Prior to issuance of permits or operation**, the applicant must coordinate with the Oregon State Watermaster's Office for all proposed improvements. **Prior to inspection/occupancy or operation**, the applicant must provide written verification from the State Watermaster demonstrating that all their requirements have been met. In addition, because the water will be used for a quasi-public use, the water source must meet Health Department standards. **Prior to issuance of permits or operation**, the applicant must provide evidence that the applicant has obtained all necessary permits and/or authorizations from the Oregon Department of Health for use of the well or other source of water. A 1,000-gallon mobile water supply (truck or buffalo water trailer) will be stationed on Tax Lot 6200 and potable water will be packed in for camp areas.

Access: As previously discussed, access for the subject property is via Buckhorn Springs Road, a County owned and maintained road, private easements O.R. 2022-016864, 2022-016865, 2022-016866 and 2022-016867, and BLM Road 40-2E-13. As noted above, the County road has sufficient capacity and is constructed to a level that adequately provides for the needs of the proposed facility, as long as the number of participants is kept at currently proposed levels. While Staff is concerned that the easement road may be underdeveloped for the potential levels of traffic, no concerns have been raised. Portions of the proposal camp that lie west of Emigrant Creek have been eliminated, so applicable conditions addressing access to that area have been removed from the decision. A condition of approval will also require a Fire Safety Inspection to be completed **prior to issuance of permits or operation** for the common use structures, caretaker dwelling and cabins on Tax Lot 3600.

Fire Protection: Fire protection, largely, remains the same as previously approved. The subject property is not currently served by a fire district, but Tax Lot 3600 is adjacent to Fire District #5 boundaries. Tax Lot 6200, while not adjacent is separated from the boundary only by a Federally-owned property. Properties farther south on the same road are served by Fire District #5. The applicant's findings have stipulated to annexation into or contract with the fire district. **Prior to issuance of permits or operation for the caretaker dwelling**, the applicant must apply for Tax Lots 3600 and 6200 to be annexed into or contract service by Fire District #5. Evidence that the property has been annexed or contracted for must be submitted **prior to issuance of permits or operation**. If Fire District #5 refuses annexation or contract service, the applicant must meet all requirements of the State Fire Marshall. A revised site plan must also be submitted **prior to issuance of permits or operation** that, after consultation with the fire district or State Fire Marshall, shows the nature, location and dimensions of any required fire-fighting facilities. The Applicant has already noted two facilities, a holding tank on Tax Lot 3600 and a mobile water supply on Tax Lot 6200. **Prior to inspection/occupancy or operation**, the applicant must provide evidence that the site complies with all Fire District #5 requirements (or State Fire Marshall, if not annexed). The applicant has also coordinated with Fire District #5 and consulted with Kleinberg Tech to develop a site-specific Fire Safety Protection and Emergency Plan for the camp. This plan will be discussed further under OAR 660-006-0031. Staff can find that fire protection services are sufficient.

It can be found that adequate facilities can feasibly be made available to serve the proposed use, in compliance with this section, including sewerage, water, fire protection and access. This criterion can feasibly be met through conditions of approval.

- F) *The development promotes a design that maintains pre-development flow rates (based on a 10-year, 24-hour rainfall level of 3.0 inches), reducing the impacts on the quality of surface and groundwater. To ensure that pre-development flows are maintained, planters, swales, or other vegetated surfaces or mechanical facilities are required to naturally control the flow at the point of discharge. Stormwater facilities shall be sufficient to maintain peak flow rates at their pre-development levels. An assessment, prepared by an Oregon registered professional Engineer, certifying that the stormwater management system proposed is in compliance with this section shall be submitted as part of the application. A Final design of the stormwater management system prepared by an Oregon registered professional Engineer shall be submitted prior to the authorization of building permits.*

FINDING/CONCLUSION: The proposal consists of a roughly 8,000 square foot lodge/kitchen/dining/bathhouse, caretaker dwelling, 16 cabins and 30 yurt or bell tent camping sites, with up to 68 parking spaces, gravel yard and activity areas. The parking and access are gravel, except for accessible parking spaces. With the exception of buildings and handicap accessible parking spaces, the entire site is permeable or moderately permeable surface. Although an engineer's statement has not been provided, as required by this section, such a statement and stormwater management plan are not justified, considering that the permeable surface is not reduced, except as noted, which could be constructed on the site without addressing stormwater. Therefore, Staff concludes that this criterion does not apply.

- 3) **JCLDO Section 3.2.7(E)** states:

The property owner or applicant shall record a development agreement, agreeing to complete all conditions of approval either prior to issuance of any building permits or within the time period specified in the final land use decision.

FINDING/CONCLUSION: In accordance with this section, a Development Agreement will be required as a condition of approval, to be completed **prior to issuance of permits or operation**. Through this condition, this standard can feasibly be met.

- 4) **JCLDO Section 4.3.3, Table 4.3-1, Table of Permitted Uses** establishes permitted uses in the Woodland Resource zoning district.

FINDING/CONCLUSION: The proposal is for amendment of a Youth Camp approved through File 439-21-02901-ZON and amended through File 439-22-02154-ZON, as allowed by Table 4.3-1: Use Table for Forest Districts through the Type 2 procedure. A Type 2 application has been submitted.

- 5) **JCLDO Section 4.3.4** of the Jackson County Land Development Ordinance states that the use may be approved only where:

- A) *The use will not force a significant change in, or significantly increase the cost of, accepted farming or forest practices on agriculture or forest lands;*
- B) *The proposed use will not significantly increase fire hazard or significantly increase fire suppression costs or significantly increase risks to fire suppression personnel. Further, it must be demonstrated that the use will comply with the fire safety requirements in Section 8.7.*

A written statement must be recorded in the public records with the deed or written contract, or its equivalent must be obtained from the land owner, which recognizes the rights of adjacent and nearby land owners to conduct forest operations consistent with the Forest Practices Act and Rules. [OAR 660-006-0025(5)]

FINDING/CONCLUSION: Amendments proposed as part of this application do not significantly change the findings made through previous approvals. The applicant is continuing to propose a Youth Camp for up to 100 participants (not including employees or caretakers), including a roughly 8,000 square foot lodge, kitchen and dining building, bath house, caretaker dwelling, sixteen (16) cabins, 30 yurt or bell tent sites, parking and activity areas, gravel yard and activity areas. The amendment proposes 68 parking spaces, dispersed over several parking areas throughout the site, rather than in one concentrated area. The previous approval included campsites and a dwelling option on area in the west portion of Tax Lot 103, but those elements would be eliminated through this review.

The applicant previously noted that “The subject property is surrounded by public land under jurisdiction of BLM. These surrounding public lands are within the Cascade Siskiyou National Monument and are primarily used for passive recreation with no identifiable farm practices” and “...are compatible with the youth camp.” They continue, “Small to medium size woodlot management and small farm management occurring on nearby privately held lands will be able to function unimpeded by the proposed youth camp.” Staff concurs that none of the surrounding or nearby parcels appear to include any farming or forestry, with the only exceptions being the subject property, which appears to have had historic timber harvesting and replanting. The main activity centers of the proposed camp are well-removed, 250 feet or more, from any parcels in private ownership. Staff concludes that the proposed use will not force a significant change in, or significantly increase the cost of, accepted farming or forest practices on agriculture or forest lands.

As noted in previous reviews, the proposed use has the potential of being a significant fire risk. However, as noted by the applicant, the criteria for Youth Camps specifically require the applicant, with the assistance of fire safety experts, to establish a Fire Safety Plan that addresses minimization of fire risks. This plan is discussed further under OAR 660-006-0031. All structures proposed can feasibly comply with the fire safety requirements of Section 8.7, except that the proposed lodge/kitchen/bath house structure is located only 45 feet from the east property line. **Prior to issuance of permits for those structures**, a Fuelbreak Reduction application will be required. Additionally, a condition will be applied that requires the applicant to annex into or contract with a fire district, if possible, so will have access to fire protection and emergency services. Staff can find and conclude, based on the requirements for establishment of a Fire Safety Plan and that the fire safety

standards can feasibly be met, that approval of the Youth Camp will not significantly increase fire suppression costs or increase risks to fire suppression personnel.

Section 8.7 also requires compliance with Section 9.5.5, which requires the driveway to comply with minimum access standards. Compliance with Section 9.5.5 is one of the more critical issues the application must address. County GIS data indicates that segments of the switchbacks on BLM Road 40-2E-13, which is the only access to the camp, exceed 18% grade and are as high as 31% on some segments. The applicant has submitted additional road grade information, based on clinometer and rangefinder readings, that show slopes substantially lower than those in the GIS data, none of which exceed 18%. The applicant has acknowledged that some segments of the access “may need additional work” and stipulate to a condition requiring confirmation “that access meets the standards of Section 9.5.5.” **Prior to issuance of permits or operation**, the applicant must consult with the Fire District #5 to determine whether any additional necessary fire safety measures are necessary to allow grades over 15%. All measures required by the Fire District must be completed **prior to issuance of permits or operation**. Staff finds that it is feasible to comply with the standards of this section.

Based on the preceding findings, Staff finds that the proposed use will not significantly increase fire hazard or significantly increase fire suppression costs or significantly increase risks to fire suppression personnel. Further, it has been demonstrated that the use can feasibly comply with the fire safety requirements in Section 8.7.

Staff concludes that the criteria of this section can feasibly be met through conditions of approval.

A written statement must be recorded in the public records with the deed or written contract, or its equivalent must be obtained from the land owner, which recognizes the rights of adjacent and nearby land owners to conduct forest operations consistent with the Forest Practices Act and Rules. [OAR 660-006-0025(5)]

FINDING/CONCLUSION: A Forest Deed Declaration for Youth Camps will be required as a condition of any approval, in compliance with this section and must be signed, notarized and recorded **prior to issuance of permits or operation**. This standard can feasibly be met through this condition.

6) **JCLDO Section 4.3.12** establishes siting standards for all new dwellings and structures as follows:

A) *Dwellings and structures shall be sited on the parcel so that:*

1) *They have the least impact on nearby or adjoining forest or agricultural lands;*

FINDING/CONCLUSION: As noted under the findings for Section 4.3.4, the applicant is proposing a Youth Camp for up to 125 participants including employees, volunteers and caretakers, including a roughly 8,000 square foot lodge, caretaker dwelling, 46 cabin or yurt/bell tent camping sites, with up to 68 parking spaces, gravel yard and activity areas, as well as kitchen, dining hall, and bathing facilities. Staff previously found that the

proposal would meet all of the standards of Section 4.3.12. The amended camp proposal would retain all of the same elements but relocates all cabins and common use buildings (lodge, kitchen/dining, bath house) to Tax Lot 3600, as well as eliminating two caretaker dwelling options, and repositions yurt/bell tent sites on Tax Lot 6200. The amendment also eliminates the campsites west of Emigrant Creek. The majority of parking will occur on Tax Lot 3600. The most intensive elements of the youth camp, namely the cabins, caretaker dwelling, common use buildings, septic system and the bulk of the parking, are being relocated to Tax Lot 3600, so areas affected by potential impacts on forest uses and fire risks are more limited. Camping facilities will still be present on Tax Lot 6200, including 30 yurt or bell tent sites and parking, access and turnaround. However, the camping activities are substantially less intensive than previously proposed. In addition to clustering, the applicant has proposed the most intensive element, the lodge/kitchen/bathhouse in the location of an existing structure. Even though the location is near the east property line of Tax Lot 3600, the adjacent parcel is Federally-owned so is unlikely to have any forestry activities occurring. Other permanent facilities such as fire rings, pavilions/shelters, trails and similar accessory facilities or structures have not been indicated on the site plan. **Prior to issuance of permits or operation**, a detailed site plan must be submitted indicating any permanent facilities such as fire rings, pavilions/shelters, trails and similar accessory facilities or structures. Minor facilities, including, but not limited to fire rings, picnic tables, or trails may be added without amendment of the approval. However, as with previous approvals, if facility locations or sizes change substantially from the Final Site Plan or facilities or structures not shown are added, except as noted in conditions of approval, the changes must be reviewed through a Type 2 Amendment application.

Staff has recognized that the proposed camp is on property that is largely surrounded by BLM federal lands and is located entirely within the boundaries of the Cascade Siskiyou National Monument. No active farm or forest uses appears to exist on the few privately owned lands in the vicinity, except for historic timber harvesting and replanting that appears to have occurred on the subject property. Access to the site is shared with a handful of dwellings and a historic resort, as well as one utility use, but access for farm and forest uses would not be hindered by the use overall since few farm or forest uses exist in the vicinity of the subject property to the north and, since most lands to the south are federally owned and are in the Monument, even fewer farm or forest uses are located to the south. The proposed caretaker dwelling is the closest element of the youth camp to private forest land. It is proposed 250 feet from Tax Lot 100 to the north. Tax Lot 100, while largely heavily forested, is part of the Buckhorn Springs Resort property, as previously noted, and is unlikely to be harvested, so forest operations would likely be limited to maintenance and preservation. All other elements of the youth camp are located 400 feet or more from private forest lands.

Staff is able to find and conclude that the proposed youth camp, with the amendments, will have least impact on adjacent or nearby forest or agricultural lands.

- 2) *Adverse impacts on forest operations and accepted farming practices on the tract will be minimized;*

In relation to farm and forest activities on the subject property, aerial photos show no evidence of active farm use or current timber harvesting on the property. There is a

substantial amount of commercial timber on the subject parcel and aerial photos show a history of timber harvest on Tax Lot 6200 and regrowth of trees is evident. A forest building was constructed in 2021, but will be removed and replaced with the common use buildings for the camp. Youth camps are required by state rules to be sited in a forest setting, so by rule, are acknowledged as an appropriate use in proximity to forest areas. Although timber harvesting is typically the primary use considered under forest use, recreational use, such as a campground or similar recreational uses are also considered to be valid forest uses, according to OAR 660-0025(2), thus it may be concluded that Youth Camps are compatible with forest uses. It is also understood that, because youth camps are a recreational forest use, timber harvesting on the subject parcels is unlikely to occur. As with previous approvals, Staff can find that approval of a Youth Camp properly upholds the use of the forest property. Staff finds that the proposal is consistent with forest use, therefore, has no impact on forest or farm operations on the parcel.

- 3) *The amount of forest lands used to site access roads, service corridors, dwellings and structures is minimized; and,*

The proposed use is scattered over several areas of the subject properties, although the most intensive uses (common use structures, parking area, caretaker dwelling and cabins) are concentrated in the eastern half of Tax Lot 3600. The common use structure (lodge, kitchen, bath house) is proposed in the same footprint as an existing accessory forest structure near the east property line and 17 of the 68 parking spaces are on the same pad as the common use building. The dwelling and the majority of parking are located in areas or lesser trees and vegetation or there is an existing pad, such as at switchbacks. As noted in previous reviews, the applicant is using existing roads for access, with little, if any, necessary improvements that would require fewer trees or other vegetation to be removed. Staff finds that the proposed layout minimizes the amount of forest lands needed to site structures and facilities.

- 4) *The risks associated with wildfire are minimized.*

As noted, the primary improvements, the common use structure is located in the same footprint as an existing forest accessory structure, which is only 45 feet from the property line upslope from the structure, but comply fully with 150-foot fuelbreak on all other sides. **Prior to issuance of permits**, the applicant must apply and be approved for a Fuelbreak Reduction on the east side. The caretaker dwelling is located on the end of a ridgeline, but locations on the property that can accommodate the dwelling are very limited due to slope. This is the only location near the main part of the camp that is sufficient for the caretaker dwelling and complies with fuelbreak distances. Full 150-foot fuelbreak can feasibly be provided for the dwelling. Cabins are proposed along the existing road and can feasibly meet 150-foot fuelbreaks on the sides and downslopes of the structures and 100-foot fuelbreaks upslope of the cabins, which complies with the standards of this section. Conditions will be included that mandate the setbacks as established in this section, or approval of a Fuelbreak Reduction application, to be verified **prior to issuance of structural permits**. A Fire Safety Inspection must also be ordered and passed **prior to issuance of structural permits or operation** to verify adequacy of access and fuelbreak requirements. Requirements of Section 8.7 regarding roofing materials and spark arrestors will apply, to be verified at the time of plans submittal. If cabins, yurts or bell tents will have any wood-sourced heating systems, spark arrestors will be required. Staff can

find that the proposal, as submitted, minimizes the risks associated with wildfire.

The criteria of this section are met, either outright or through conditions of approval.

- B) *Conditions of approval satisfying this Section may include setbacks from adjoining properties, clustering near or among existing structures, siting close to existing roads, and siting on that portion of the parcel least suited for growing trees.*

FINDING/CONCLUSION: No additional conditions of approval, other than those noted in other sections, were found to be necessary. This standard will not apply.

- C) *A dwelling shall not be sited on a slope of greater than 40 percent.*

FINDING/CONCLUSION: County GIS records indicate that the natural slopes in the location of the proposed caretaker dwelling are under 40%. This criterion is met.

- D) *Dwellings and structures shall meet the fire safety requirements and guidelines outlined in Chapter 8.*

FINDING/CONCLUSION: The subject property is not currently within a fire district, but Tax Lot 3600 is adjacent to Fire District #5 and other parcels farther to the south have been annexed. The applicant has stipulated to annexation into or contract with a fire district. The application proposes construction of a common use building with a lodge, kitchen/dining area, bath house, a caretaker dwelling, sixteen (16) cabins, and thirty (30) yurts or bell tents. The location of the common use building, the caretaker dwelling, as well as the sixteen cabins and yurts/bell tents all show slopes of over 20%, according to County GIS data, so fuelbreaks of 150 feet are required to the sides and downslope of structures with a 100-foot fuelbreak upslope from structures. The amended site plan shows the common use building (referred to as "Three Communal Camp Buildings") is shown 45 feet from the east property line of Tax Lot 3600, so is not sufficient to provide fuelbreaks per the requirements of Section 8.7. **Prior to issuance of permits**, the applicant must apply and be approved for the Fuelbreak Reduction. Since the property to the east is Federally owned, a Fuelbreak Easement is not an option. Yurts and/or tents are likely to be less than 400 square feet and are both considered to be tents, so typically would not require compliance with Section 8.7. However, because of the nature of the use and proximity to fuels, it is strongly encouraged that the area surrounding the tents/yurts be in compliance with same standards except where any fuelbreaks would encroach on the riparian corridor. Cabins are proposed at approximately 500 square feet, so would be required to meet fire safety standards. Section 8.7 also requires compliance with Section 9.5.5, which requires the driveway to comply with minimum access standards. A fire safety inspection must be done **prior to issuance of building permits or operation** to determine compliance with the standards of Section 8.7 and 9.5.5.

It is feasible for structures to include roofing materials conducive to fire prone areas and to include spark arrestors on any chimneys or stove pipe outlets, as required by Section 8.7. This will be included as a condition of approval, to be verified **prior to issuance of permits**.

The standards of this section can feasibly be met through conditions of approval.

- E) *The applicant must provide evidence of a domestic water supply. Authorization to appropriate groundwater for domestic use will be in accordance with Oregon Water Resources Department regulatory statutes (ORS 537.515 and 537.525) which allows the use of 15,000 gallons per day for domestic use and the watering of any lawn and/or non-commercial garden totaling one-half acre or less in area. A proposed use of water from a surface water source: stream, creek, river or lake must be evidenced by documentation of a right granted by the Oregon Water Resources department (ORS 537.130). If the domestic water supply is not provided by a public facility or taken from a well on the property or from a spring that meets the Oregon Water Resources Department definition of a water use exempt from the requirement for a water right (ORS 537.800), then the applicant must provide evidence of legal authorization to place domestic water lines across properties of affected owners. For the purposes of this subsection, evidence of a domestic water supply means:*
- 1) *A surface water right granted by the Oregon Water Resources department for the use described in the application; or*
 - 2) *If the proposed water use is from a well and meets the definition of exempt groundwater uses under ORS 537.545, the applicant shall submit a copy of the Water Well Report that describes the construction of the well.*
 - 3) *Verification from a water purveyor that the use described in the application will be served by the purveyor under the purveyor's right to appropriate water.*

FINDING/CONCLUSION: The applicant has agreed to provide evidence of a domestic water supply as a condition of approval. Therefore, Staff can conclude that this standard can feasibly be met through a condition requiring verification of a domestic water source **prior to issuance of permits or operation**. As noted previously, because the water will be used for a quasi-public use, the water source must meet Health Department standards. **Prior to inspection/occupancy or operation**, the applicant must provide evidence that the applicant has obtained all necessary permits and/or authorizations from the Oregon Department of Health for use of the well or other source of water for the Youth Camp. This standard can feasibly be met through conditions of approval.

- F) *As a condition of approval, if the road access to the dwelling is by a road owned and maintained by a private party or by the Oregon Department of Forestry, the U.S. Bureau of Land Management, or the U.S. Forest Service, then the applicant shall provide proof of a long-term road access use permit or agreement. The road use permit may require the applicant to agree to accept responsibility for road maintenance.*

FINDING/CONCLUSION: Access to the subject properties is from an easement road (Established through O.R. 2022-016864, O.R. 2022-16865, O.R. 2022-016866 and O.R.

2022-016867) which connects to Buckhorn Springs Road, a County owned and maintained road. Access between Tax Lot 3600 and 6200 is via BLM Road 40-2E-13. The applicant has provided a copy of all easements and the use permit for an 1,800-foot long segment of 40-2E-13 that crosses BLM property. Previously, it was thought that the easement road was a BLM road, so a condition was included that required the applicant to demonstrate legal access over that BLM road. Since easements have been provided, that condition has been eliminated. This standard is met.

- G) *If the lot or parcel is more than 10 acres, a condition of approval for a dwelling will require the following:*
- 1) *The owner of the tract shall plant a sufficient number of trees on the tract to demonstrate that the tract is reasonably expected to meet Department of Forestry stocking requirements at the time specified in Department of Forestry administrative rules. The Planning Division shall notify the County Assessor of the above condition at the time the dwelling is approved.*
 - 2) *The property owner shall submit a Stocking Survey Report to the County Assessor. The Assessor shall verify that the minimum stocking requirements have been met by the time required by Department of Forestry Rules. The Assessor shall inform the Department of Forestry in cases where the property owner has not submitted a Stocking Survey Report or where the survey report indicates that minimum stocking requirements have not been met.*
 - 3) *Upon notification by the Assessor, the Department of Forestry shall determine whether the tract meets minimum stocking requirements of the Forest Practices Act. If the Department of Forestry determines that the tract does not meet those requirements, they will notify the owner and the Assessor that the land is not being managed as forest land. The Assessor shall then remove the forest land designation pursuant to ORS 321.359 and impose the additional tax pursuant to ORS 321.372.*

FINDING/CONCLUSION: The subject parcel is more than 10 acres. A condition requiring a Stocking Survey was included as part of the decision for File 439-22-02154-ZON. That condition was satisfied and is included in the application materials, so that condition has been eliminated from this decision. The standards of this section are met.

- H) *As a condition of approval for a dwelling, the following declaration shall be recorded in the manner and format provided by the County:*

"Declarant and declarant's heirs, legal representatives, assigns, and lessees, hereby acknowledge and agree to accept by the placement of this deed declaration, or the acceptance and recording of this instrument, that the property herein described is situated on or near farm and or forest land, and as such may be subject to common, customary, and accepted agricultural and forest practices, which ordinarily and necessarily may

produce noise, dust, smoke, and other types of visual, odor, and noise pollution. This deed declaration binds the land owner and the land owner's successors in interest, prohibiting them from pursuing a claim for relief or cause of action alleging injury from farming or forest practices for which no action or claim is allowed under ORS 30.936 or 30.937. Jackson County shall be a party to this declaration which cannot be removed or modified without written consent of the County."

FINDING/CONCLUSION: A Forest Deed Declaration for a Youth Camp will be required as a condition of approval. This standard can feasibly be met.

7) **JCLDO Section 7.1.1(C) - Deer and Elk Habitat:** The property is located in an area that has been designated as "especially sensitive" winter range for deer and elk (ASC 90-1). Section 7.1.1(C)(3) through (6) outlines the criteria for development as follows:

5) *General Development Standards*

The following standards apply to all discretionary land use permits subject to review under this Section, unless a condition of approval when the parcel was created required compliance with prior habitat protection standards. The land use decision will include findings that the proposed use will have minimal adverse impact on winter deer and elk habitat based on:

- a) *Consistency with maintenance of long-term habitat values of browse and forage, cover, sight obstruction;*
- b) *Consideration of the cumulative effects of the proposed action and other development in the area on habitat carrying capacity; and*
- c) *Location of dwellings and other development within 300 feet of an existing public or private road, or driveway that provides access to an existing dwelling as shown on the County 2001 aerials or other competent evidence. When it can be demonstrated that habitat values and carrying capacity are afforded equal or greater protection through a different development pattern an alternative location may be allowed through the discretionary review process described in subsection 6, below.*

FINDING/CONCLUSION: The portions of the proposed improvements on Tax Lot 3600 are within the Grizzly Unit of the Deer and Elk Habitat. The Grizzly Unit is designated as "Especially Sensitive" habitat. No comments were submitted by ODFW. All proposed structures are located entirely within 300 feet of existing roadways serving the proposed development. A condition will be included that requires all structures to be located within 300 feet of the two roads. Through this condition of approval, the standards of this section can feasibly be met.

8) **JCLDO Section 7.1.1(K), ASC 90-10, Ecologically or Scientifically Significant Natural Area** establishes standards for sites located within areas identified in and protected by the 1990 Goal 5 Document.

FINDING/CONCLUSION: Jackson County mapping shows the subject property within a

BLM Southern Oregon Management Area and includes part of a mapped Spotted Owl nesting site. Staff consulted the Goal 5 Document and found no direction as to protection measures for these two areas. In addition, BLM was noticed and no comments were submitted by the agency. No further action or additional conditions will be required.

- 9) **JCLDO Section 8.2, Table of Density and Dimensional Standards** establishes minimum lot size, structural setbacks and maximum height standards for the Woodland Resource (WR) zoning district.

FINDING/CONCLUSION: All structures 200 square feet or more in size must comply with minimum setback standards. Structures in the Forest Resource (FR) zoning district must be a minimum of 30 feet from all property lines, as well as from access easements, per the standards of Section 8.5.1. All structures indicated on the site plan appear to comply with the minimum structural setbacks and special setbacks from streams. The standards of this section are met.

- 10) **JCLDO Section 8.6** establishes requirements for riparian corridor preservation.

FINDING/CONCLUSION: The subject properties, Tax Lots 3600 and 6200 are crossed by two Class 1 streams, Emigrant Creek and Baldy Creek, and four Class 2 minor tributaries streams. Riparian stream protection in Jackson County is provided through JCLDO Section 8.6, which establishes a required setback and retention of riparian habitat from the “top of bank of any Class 1 and 2 streams or other fish-bearing water areas, including lakes, ponds, perennial and intermittent fish-bearing streams.” Class 1 and Class 2 streams are defined in the JCLDO Section 13.3(265). The top of bank, or the “bankful stage”, is also defined in that section. The County currently relies on the Streams Map, adopted by the Jackson County Board of Commissioners as part of the Goal 5 Resources Background Document, for “Class 1 Streams”. The County also relies on GIS data for streams from multiple data sets, consistent with Oregon Administrative Rules 660-023-0090. Because Jackson County does not have a complete inventory of streams established under OAR 660-023-0030 (Goal 5 Inventory process) the County Land Development Ordinance utilizes the safe harbor standards in OAR 660-023-0090(5). This was affirmed both when the Jackson County Board of Commissioners deliberated on the Adoption of Ordinance 2004-3 (Jackson County Land Development Ordinance) and again recently by Jackson County Counsel. Under the “safe harbor” provisions of OAR 660-023-0090(5), the County has established standards for all significant riparian corridors, using National Wetlands Inventory, Oregon Department of Forestry data, USGS contour data and aerial photos as a guide to determining what are significant riparian corridors. The four minor streams noted are identified in the GIS data as Class 2 streams, based on the definitions and the aforementioned data sets. The National Wetlands Inventory includes the four streams on this property. The GIS data for location of streams is based on ODF data. Aerial photos clearly show the riparian corridor, as mapped, including a distinct line of trees and vegetation along the streams that are in line with the stream. Contour data also shows the corridors.

Per the site plan, no Youth Camp improvements are located within 150 feet from the top of bank of any stream, nor are any stream crossings proposed. No proposed improvements such as picnic tables, rain/sun shelters or other structures or grading are shown, but are precluded within 50 feet of any mapped stream. An **ongoing** condition will

require continued protection and maintenance of riparian vegetation within 50 feet of the top of bank of Emigrant Creek, Baldy Creek and the four minor tributaries. The requirements of this section can feasibly be met through this condition.

11) **JCLDO Chapter 9, General Development Standards**

A) **JCLDO Section 9.4, Off-Street Parking and Loading:** County parking standards outlined in this section designate the number of required spaces as a function of the gross floor area of the proposed uses.

1) **JCLDO Section 9.4.2, Off-Street Parking Requirements**

a) **Off-Street Parking Schedule “C”:** Unless otherwise expressly allowed under this Ordinance, off-street parking spaces will be provided in accordance with Table 9.4-1.

TABLE 9.4-1: OFF-STREET PARKING SCHEDULE “A”		
Activity Use	Minimum Required	Maximum Allowed
<i>Parks and Recreation</i>	<i>Type 2-4 review subject to Schedule “C”</i>	
<i>Household Living</i>	<i>2 spaces per each unit</i>	<i>3 spaces each for the first 2 units and 2 spaces for each additional unit thereafter per building lot</i>

C) **Off-Street Parking Schedule “C”**

Uses that reference Schedule “C” have widely varying parking and loading demand characteristics, making it impossible to specify a single off-street parking or loading standard. Any use subject to Schedule “C” parking requirements must be reviewed as a discretionary land use permit (subject to Type 2 through 4 review, as applicable). A use subject to “Schedule C” standards is subject to the off-street parking and loading standard specified for the listed use that is deemed most similar to the proposed use, or minimum off-street parking requirements will be established on the basis of a parking and loading study submitted by the applicant. Such a study will include estimates of parking and off-street loading demand based on recommendations of the Institute of Traffic Engineers (ITE), or other acceptable estimates, and should include other reliable data collected from uses or combinations of uses that are the same as or comparable with the proposed use. Comparability will be determined by density, scale, bulk, area, type of activity, and location. The study will document the source of data used to develop the recommendations.

FINDING/CONCLUSION: The applicant is proposing a Youth Camp, as previously described. Because of the nature of the use, there is no set number of parking spaces that is required, except as determined through a parking study. The applicant previously provided a parking analysis based on the only similar camp in the area and determined that a ratio of 1 space per 3.66 participants, staff and visitors would provide more than

adequate parking for the proposed use. With that reasoning, the applicant has proposed 49 parking spaces on Tax Lot 3600 and 19 spaces on Tax Lot 6200. Staff accepts the ratio of 1 space per 3.66 participants, staff and visitors, as noted in the applicant's findings. To provide sufficient parking for 100 participants and as many as 1 staff member per 4 camp participants (a total of 125) and parking for the caretaker dwelling, a minimum of 36 parking spaces. The applicant has elected to provide substantially more parking than the required 36 spaces, spread throughout the overall camp, as noted previously. The use would include 68 parking spaces, as shown.

The applicant has requested to develop the parking in phases, as the number of participants increases and facilities are constructed. As each portion of the camp is developed, all or in part, **prior to final inspection or operation**, parking will be constructed. The applicant has provided the following schedule for installation, and is acceptable to Staff, except that each of the five parking areas must include at least one (1) handicap accessible parking space as required by the Oregon Structural Specialty Code (per Jackson County Building Official). The schedule has been modified to reflect this requirement. Handicap accessible spaces must be shown on the final site plan, to be submitted **prior to issuance of permits**:

- 1) Two (2) spaces to be provided for Caretaker Dwelling "A" when constructed on Tax Lot 3600;
- 2) Seventeen (17) spaces to be provided in Drop-off and Parking Area "B-1" on Tax Lot 3600 when Cabins 1-8 are constructed (at least one space to be ADA Van Accessible);
- 3) Fifteen (15) spaces to be provided in Overflow & Drop-off Area "B-2" on Tax Lot 3600 when Cabins 9-16 are constructed (at least one space to be ADA Van Accessible);
- 4) Twelve (12) spaces to be provided for Common Use Area "D" on Tax Lot 3600 at time of camp opening (at least one space to be ADA Van Accessible);
- 5) Five (5) spaces to be provided for the Communal Camp Building Area "E" when those are constructed on Tax Lot 3600;
- 6) Nine (9) spaces to be provided for Camping Area "A" on Tax Lot 6200 prior to use of that camp site (at least one space to be ADA Van Accessible);
- 7) Ten (10) parallel spaces to be provided along the access road at the center of Camping/Activity Area "B" on Tax Lot 6200 prior to use of that camp site (at least one space to be ADA Van Accessible). A turn-around and space for parking overflow area will be provided along the road at the eastern extent of Area B.

Handicap accessible spaces must be on a hard, smooth surface. This standard can feasibly be met through these conditions of approval.

- 2) **JCLDO Section 9.4.3 Off-Street Parking Alternatives** allows the County to approve alternatives to providing the number or location of off-street parking spaces, including off-site parking, through a Type 2 application, as follows:

B) Off-Site Parking

The location of required off-street parking spaces on a

separate lot from the one on which the principal use is located may be permitted if the off-site parking complies with all of the following standards.

- 1) *Ineligible Activities*
Off-site parking separated by a road right-of-way may not be used to satisfy the off-street parking standards for residential uses (except for guest parking), eating and drinking establishments, convenience stores, or other convenience-oriented uses. Required parking spaces reserved for persons with disabilities may not be located off-site.
- 2) *Location*
No off-site parking space may be located more than 600 feet from the primary entrance of the use served (measured along the shortest approved pedestrian route) unless remote parking shuttle bus service is provided. Off-site parking spaces may not be separated from the use served by a street right-of-way with a width of more than 80 feet, unless a grade-separated pedestrian walkway is provided, or other traffic control device or remote parking shuttle bus service is provided.
- 3) *Zoning Classification*
Off-site parking areas will have the same or a more intensive zoning classification than required for the use served.
- 4) *Agreement for Off-Site Parking*
In the event that an off-site parking area is not under the same ownership as the principal use served, a written agreement between the record owners will be required. The agreement will guarantee the use of the off-site parking area for at least 10 years. An attested copy of the agreement between the owners of record will be submitted to the Director for recordation in a form established by the County Counsel. Recordation of the agreement will take place before issuance of a building permit for any use to be served by the off-site parking area. An off-site parking agreement may be revoked only if all required off-street parking spaces will be provided on site, in accordance with the Off-Street Parking Requirements (Section 9.4.2). No use will be continued if the off-site parking is removed unless substitute parking facilities are provided.

FINDING/CONCLUSION: The applicant is proposing to site the majority of the off-street parking on Tax Lot 3600, with a lesser number on Tax Lot 6200 in the two camping areas. If the applicant elects to develop more parking than is shown, they may do so without an amendment to the application as long as parking is designed to be in accordance with the standards of Section 9.4. Any such change must be reflected on a revised final site plan, to be submitted **prior to issuance of permits or operation**. Both parcels, where the parking is located and the main part of the camp, are zoned Forest Resource (FR) and are under the same ownership. The applicant previously stipulated to an **ongoing** condition that, if for any reason, the ownership of one of the parcel changes, an off-site parking agreement will be established. This will continue to apply. Most of the parking would be just under ½-mile from the majority of campsite. The applicant previously indicated that, while a shuttle will be provided for those who need it or wish to use it, “the walk between the parking lot and the lodge/camping area is part of the intended experience for campers.” As required through File 439-21-02901-ZON and 439-22-02154-ZON, **prior to issuance of permits or operation**, the applicant must provide a shuttle plan that establishes the details of the shuttle service demonstrating its viability, including type of vehicle to be used, with seating capacity, frequency of trips or, if regular trips are not planned, the means of determining when a shuttle is necessary or desired and any other applicable and necessary information to show how the shuttle service will work.

3) **JCLDO Section 9.4.5(B), Setbacks**

In a Commercial, Industrial, or Resource district, required off-street parking spaces may occupy any part of the property, except within required landscape areas or sight distance triangles.

FINDING/CONCLUSION: The site is located in a resource zoning district and outside of the AQMA. No frontage landscaping is required. This standard will not apply.

4) **JCLDO Section 9.4.10, Accessible Parking Required**

Accessible parking facilities will be provided, constructed, striped, signed, and maintained as required by ORS. For accessible parking requirements, see the most current edition of the State of Oregon Structural Specialty Code.

FINDING/CONCLUSION: The site plan amendment does not indicate any handicap accessible parking spaces on either Tax Lot 3600 or Tax Lot 6200. As noted in the parking scheduled described previously in this section, a minimum of one (1) handicap accessible parking space is required for each of the five parking areas. A condition will require the handicap accessible spaces to be shown on the final site plan, to be submitted **prior to issuance of permits or operation. Prior to inspection/occupancy or occupancy of the use**, the accessible parking spaces must be installed and marked as described in the Section 1106 of the *State of Oregon Structural Specialty Code* and ORS 447.233(2)(e) and (f). The accessible space may be counted in the overall total number of parking spaces. With a condition of approval, this standard can feasibly be met.

5) **JCLDO Section 9.4.11, Parking Design Standards**

A) **Markings:** This section identifies the markings required

within the parking and access for the site, including parking space markings and directional arrows.

FINDING/CONCLUSION: The applicant has not addressed how parking spaces will be marked. The proposed parking will have a gravel surface so it is not feasible to be stripped. All parking is shown in such a manner as to be easily accessible by most vehicles. As a condition of approval all parking spaces must be marked with anchored wheel stops, with the exception of the parking for the dwelling, for which marking is not required. Wheel blocks must be anchored to the ground. Handicap accessible parking must be marked in accordance with Building Code. All parking must be installed and marked **prior to inspection/occupancy or operation** of the proposed structures according to the schedule established under Section 9.4.2. With this condition of approval, these standards can feasibly be met.

B) *Surfacing and Maintenance*

All off-street parking areas will be kept in a dust-free condition at all times. Parking lots and loading areas within the Air Quality Maintenance Area will be paved or otherwise treated on a regular basis with an approved dust preventative.

FINDING/CONCLUSION: The site is not located within the AQMA so the standards of this section will not apply.

C) *Dimensions:* This section lists the general requirement for dimension of parking spaces. Parking spaces are required to be a minimum of 9'x18'. Reductions in parking space length may be granted where parking overhangs a landscape island. Spaces near obstructions, such as walls, are required to be increased in length.

FINDING/CONCLUSION: The applicant has indicated dedicated parking spaces on the site plan. Parking spaces must conform to the requirements of Section 9.4.11(C) in terms of length and width. Accessible spaces must be installed at the dimensions specified in Section 1104 of the *State of Oregon Structural Specialty Code* and ORS 447.233(2)(e) and (f). Staff has determined that it is feasible to provide thirty-six (36) parking spaces, including those for the dwelling, at the required dimensions. **Prior to inspection/occupancy or operation**, the applicant must install all required parking spaces at the dimensions shown on the final site plan, and as required by this section. The standards of this section can feasibly be met through conditions of approval.

D) *Curb Cuts/Driveway Approach*

All driveways accessing a state highway will be improved to the standards required by Oregon Department of Transportation, those located on a County road will be improved to standards required by Roads and Parks Services, and all roads within an urban growth boundary will be improved to applicable City standards.

FINDING/CONCLUSION: The property is accessed via an easement road and 40-2E-13. BLM has not indicated a need for approach permits or additional use permits. Staff concludes that this section is met.

- E) ***Access to Parking Areas:*** This section list requirements for access to parking areas including preclusion of backing or otherwise reentering a public right-of-way and access drives where not adjacent to public rights-of-way.

FINDING/CONCLUSION: Access to parking areas is proposed to be via the existing BLM roads and additional driveways being developed to accommodate two-way traffic. **Prior to inspection/occupancy or operation**, driveway and parking lot access must be installed in accordance with this section. These standards can feasibly be met through this condition of approval.

- F) ***Lighting***
New or expanded parking lots that will provide 25 or more vehicular spaces must provide on-site lighting sufficient to ensure safe movement of pedestrians between buildings and vehicles during non-daylight hours.

FINDING/CONCLUSION: No parking areas have 25 or more spaces. Parking lot lighting is not required.

- G) ***Parking Area Connections***
Parking lots with access to arterial or collector streets in residential and commercial zones will be so designed as to connect with existing or future parking areas on adjacent sites, thereby eliminating the necessity of using the arterial or collector streets for cross movements.

FINDING/CONCLUSION: The site is not located on a collector or arterial street, nor is the subject property in a residential or commercial zoning district. This standard does not apply.

- H) ***Off-Street Parking Area Landscaping, Buffering, and Screening***
Off-street parking areas will be landscaped, buffered, and screened in accordance with the standards of Section 9.2.

FINDING/CONCLUSION: Standards for parking lot landscaping apply only within the Air Quality Management Area. This standard does not apply.

- I) ***Drainage***
Adequate drainage will be provided to dispose of the run-off generated by the impervious surface area of the parking area. Provisions will be made for the on-site collection, detention and retention of drainage waters to eliminate sheet flow of such waters onto sidewalks, public rights-of-

way, and abutting private property. Storm drain grates will be located and oriented in such a way as to avoid creating hazards for bicycles, pedestrians, wheelchairs or motorcycles.

FINDING/CONCLUSION: No impervious surfaces are proposed or will be required, with the exception of the handicap accessible parking spaces. In addition, parking areas are well-removed from public rights-of-way and adjacent private property. A grading and drainage plan for parking areas is, therefore, not justified and will not be required.

- B) **JCLDO Section 9.5.5, *Minimum Access Standards***, establishes standards for emergency vehicle access.

FINDING/CONCLUSION: The access standards of Section 9.5.5 can feasibly be met and will be verified through a Fire Safety Inspection **prior to issuance of permits or operation.**

- C) **JCLDO Section 9.6, *Signs***, establishes standards for signage.

FINDING/CONCLUSION: The applicant has not indicated any signage. The standards of Section 9.6 allow one sign of up to 32 square feet in size in resource zones, (which includes Forest Resource). For any future signage, the applicant must demonstrate that the existing sign complies with the standards of this section and obtain the necessary permits for the signage **prior to issuance of permits** for the signage.

12) **Oregon Administrative Rules (OAR) 660-006-0031, Youth Camps**

FINDING: The applicants findings address Section 4.3.10 of the Jackson County Land Development Ordinance. Because State regulations have modified the standards for Youth Camps, Staff is required to address the standards as listed in Oregon Administrative Rules (OAR) 660-006-0031. Where Section 4.3.10 standards are the same as the OAR, Staff will rely on the applicant's findings. Where they differ, staff will refer to the overall findings provided by the applicant, along with other available information, to determine compliance.

- (1) A youth camp may be established in compliance with the provisions of this rule. The purpose of this rule is to provide for the establishment of a youth camp that is generally self-contained and located on a parcel suitable to limit potential impacts on nearby and adjacent land and to be compatible with the forest environment.

FINDING/CONCLUSION: The applicant's findings describe a self-contained camp, with all necessary facilities included. Conditions will be included to assure all state and local standards will be met in terms of providing such facilities. The findings of Sections 3.2.4, 4.3.4 and 4.3.12 demonstrate that impacts on nearby and adjacent lands will be minimized and that the Youth Camp will be compatible with the forest environment. The applicant notes that Issues related to traffic, impacts on farm and forest uses and fire safety have been addressed. "The modified plan will further minimize impacts to the forest environment by avoiding the need to construct a new crossing over the creek or otherwise

to route access more indirectly to that area by alternate road access through forest zoned lands to the north.” Additionally, by concentrating the most intensive elements of the youth camp on Tax Lot 3600 helps to further minimize impacts. Based on the findings provided, the standards of this section are met or can feasibly be met through conditions of approval.

- (2) Changes to or expansions of youth camps established prior to the effective date of this rule shall be subject to the provisions of ORS 215.130 (Application of ordinances and comprehensive plan).

FINDING/CONCLUSION: The applicant notes that “The youth camp was approved after the effective date of this rule such that the approval was for a “new” youth camp rather than expansion of a pre-existing youth camp.” Additionally, the application is for a new Youth Camp. This standard does not apply.

- (3) A “youth camp” is a facility either owned or leased, and operated by a state or local government, or a nonprofit corporation as defined under ORS 65.001 (Definitions), to provide an outdoor recreational and educational experience primarily for the benefit of persons 21 years of age and younger. Youth camps do not include any manner of juvenile detention center or juvenile detention facility.

FINDING/CONCLUSION: The applicant’s proposal is for a Youth Camp intended to accommodate youths 6 to 17 years of age. The subject property is owned by Lions Mane LLC/Baldy Springs LLC. The Youth Camp will be operated by Wild Roots Community Center, which is a non-profit organization under the Internal Revenue Code Section 501(c)(3). A copy of the non-profit documents showing the non-profit status were submitted as part of the original approval in File 439-21-02901-ZON. This proposal is not for a juvenile detentions center or facility. This standard is met.

- (4) An application for a proposed youth camp shall comply with the following:
 - (a) The number of overnight camp participants that may be accommodated shall be determined by the governing body, or its designate, based on the size, topography, geographic features and any other characteristics of the proposed site for the youth camp. Except as provided by subsection (4)(b) of this rule a youth camp shall not provide overnight accommodations for more than 350 youth camp participants, including staff.
 - (b) The governing body, or its designated may allow up to eight (8) nights during the calendar year when the number of overnight participants may exceed the total number of overnight participants allowed under subsection (4)(a) of this rule.
 - (c) Overnight stays for adult programs primarily for individuals over 21 years of age, not including staff, shall not exceed 10 percent of the total camper nights offered by the youth camp.
 - (d) The provisions of OAR 660-006-0025 (Uses Authorized in Forest Zones)(5)(a).
 - (e) A campground as described in ORS 215.283 (Uses permitted in exclusive farm use zones in nonmarginal lands counties)(2)(c),

215.213 (Uses permitted in exclusive farm use zones in counties that adopted marginal lands system prior to 1993)(2)(e) and OAR 660-006-0025 (Uses Authorized in Forest Zones)(4)(e) shall not be established in conjunction with a youth camp.

- (f) A youth camp shall not be allowed in conjunction with an existing golf course.
- (g) A youth camp shall not interfere with the exercise of legally established water rights on adjacent properties.

FINDING/CONCLUSION: The applicant has described the use for around 100 overnight participants between the ages of 6 and 17, or as many as 125, including staff and volunteers. This number complies with the maximum number of participants. They stipulate that, if adult programs were to be offered overnight stays for individuals over 21, not including staff, will not constitute more than 10% of the camper nights offered. A private campground, as described, is not proposed, nor is the use proposed in conjunction with a golf course. There is no indication that the use will interfere with legally established water rights on adjacent properties. Only two private properties are adjacent to Tax Lot 6200, which contains the camp, and is located more than 2,200 feet from those properties. Two other private parcels abut Tax Lot 3600. The applicant previously noted that they are “unaware of any established water rights on adjacent properties to which access to the subject property is required. Development on the subject property is subject to retention of 50-foot setbacks from Baldy Creek and Emigrant Creek. The application is not reliant on using any waters from Baldy Creek or Emigrant Creek...There is nothing in the application that suggests any level of impact to said potential water rights, let alone one that might rise to the level of potential interference.” These findings remain the same with the proposed modifications. Staff concurs with the applicant’s findings. The applicant has demonstrated compliance with these criteria.

- (5) The youth camp shall be located on a lawful parcel that is:
 - (a) Suitable to provide a forested setting needed to ensure a primarily outdoor experience without depending upon the use or natural characteristics of adjacent and nearby public and private land. This determination shall be based on the size, topography, geographic features and any other characteristics of the proposed site for the youth camp, as well as, the number of overnight participants and type and number of proposed facilities. A youth camp shall be located on a parcel of at least:
 - (A) 80-acres if located in eastern Oregon.
 - (B) 40-acres if located in western Oregon.

FINDING/CONCLUSION: The Youth Camp is proposed over two parcels, Tax Lots 3600 and 6200. Tax Lot 3600 is just over 33.05 acres and Tax Lot 6200 is 316.08 acre, a total of 349.13 acres. Both parcels include elements of the camp and amenities. The overall camp is greater than the required 40 acres. The site is situated in the western part of Oregon in a heavily forested area, near Emigrant Creek and Baldy Creek, both Class 1 streams. At 349.13 acres, the parcel provides substantial areas that will accommodate camping, lodge, trails and additional amenities that will provide a full forest experience for approximately 100 participants, which is well under the allowed number of campers. This

criterion is met.

- (b) Suitable to provide a protective buffer to separate the visual and audible aspects of youth camp activities from other nearby and adjacent lands. The buffers shall consist of forest vegetation, topographic or other natural features as well as structural setbacks from adjacent public and private lands, roads, and riparian areas. The structural setback from roads and adjacent public and private property shall be 250 feet unless the governing body, or its designate sets a different setback based upon the following criteria that may be applied on a case-by-case basis:
 - (A) The proposed setback will prevent conflicts with commercial resource management practices;
 - (B) The proposed setback will prevent a significant increase in safety hazards associated with vehicular traffic; and
 - (C) The proposed setback will provide an appropriate buffer from visual and audible aspects of youth camp activities from other nearby and adjacent resource lands.

FINDING/CONCLUSION: The applicant notes that the site “provides a suitable protective buffer to separate the visual and audible aspects of youth camp activities.” The camp is located more than 250 feet from the nearest private property and is largely surrounded by federally-owned property located within the Cascade-Siskiyou National Monument. It is situated on a BLM road that does not provide access to any other use. While additional facilities are proposed on Tax Lot 3600, the area of the property is heavily forested and is substantially buffered from surrounding properties. This is true of proximity to other surrounding properties, as well. The applicant’s findings demonstrate that this criterion is met.

- (c) Suitable to provide for the establishment of sewage disposal facilities without requiring a sewer system as defined in OAR 660-011-0060 (Sewer Service to Rural Lands)(1)(f). Prior to granting final approval, the governing body or its designate shall verify that a proposed youth camp will not result in the need for a sewer system.

FINDING/CONCLUSION: The applicant has provided documentation of septic approval on Tax Lot 3600. As previously noted in this staff report, no concerns regarding establishing a septic system for the project were expressed by Department of Environmental Quality, nor does soils information for the septic location list any limitations for septic systems. The site is located more than seven miles from the nearest public sewer system, so establishment of sewer lines to the project is not feasible.

- (d) Predominantly forestland if within a mixed agricultural/forest zone as provided for under OAR 660-006-0050 (Uses Authorized in Agriculture/Forest Zones).

FINDING/CONCLUSION: The subject site is heavily wooded forestland with a small

meadow area and five streams (two are Class 1 streams, three are minor Class 2 streams). This criterion is met.

- (6) A youth camp may provide for the following facilities:
 - (a) Recreational facilities limited to passive improvements, such as open areas suitable for ball fields, volleyball courts, soccer fields, archery or shooting ranges, hiking and biking trails, horseback riding or swimming that can be provided in conjunction with the site's natural environment. Intensively developed facilities such as tennis courts, gymnasiums, and golf courses shall not be allowed. One swimming pool may be allowed if no lake or other water feature suitable for aquatic recreation is located on the subject property or immediately available for youth camp use.
 - (b) Primary cooking and eating facilities shall be included in a single building. Except in sleeping quarters, the governing body, or its designate, may allow secondary cooking and eating facilities in one or more buildings designed to accommodate other youth camp activities. Food services shall be limited to the operation of the youth camp and shall be provided only for youth camp participants. The sale of individual meals may be offered only to family members or guardians of youth camp participants.
 - (c) Bathing and laundry facilities except that they shall not be provided in the same building as sleeping quarters.
 - (d) Up to three camp activity buildings, not including primary cooking and eating facilities.
 - (e) Sleeping quarters including cabins, tents or other structures. Sleeping quarters may include toilets, but, except for the caretaker's dwelling, shall not include kitchen facilities. Sleeping quarters shall be provided only for youth camp participants and shall not be offered as overnight accommodations for persons not participating in youth camp activities or as individual rentals.
 - (f) Covered areas that are not fully enclosed.
 - (g) Administrative, maintenance and storage buildings; permanent structure for administrative services, first aid, equipment and supply storage, and for use as an infirmary if necessary or requested by the applicant.
 - (h) An infirmary may provide sleeping quarters for the medical care provider (e.g. Doctor, Registered Nurse, Emergency Medical Technician, etc.).
 - (i) A caretaker's residence may be established in conjunction with a youth camp prior to or after June 14, 2000, if no other dwelling exists on the subject property.

FINDING/CONCLUSION: The applicant's findings and site plan note that the proposed Youth Camp will include:

- 1) Common use building (shown as "Communal Camp Buildings") that includes lodge, bathing and restroom, cooking and eating facilities, storage, gathering space, bathroom and bathing, laundry, administrative offices and other similar

- activities (size is approximately 8,000 square feet). This building may also include quarters for medical staff/infirmary;
- 2) Sixteen (16) cabins of approximately 500-600 square feet each;
 - 3) Thirty (30) bell tents or yurts (approximate locations and sizes indicated);
 - 3) Dispersed picnic tables (no number or locations indicated);
 - 4) Dispersed sun/rain covers (no number, location or size indicated);
 - 5) Nature trails (no locations indicated);
 - 6) Activity/Common Use Areas. Area C includes no permanent improvements;
 - 7) On-site water storage (no location or dimensions indicated);
 - 8) Parking (68 spaces, including handicap accessible spaces, at capacity);
 - 9) Onsite sanitation;
 - 10) Caretaker's residence;
 - 11) Drop off/pick up areas;
 - 12) Private well.

The elements proposed by the applicant are allowed by this section. No intensively developed facilities such as tennis courts, gymnasiums, and golf courses are proposed. The applicant has not proposed a swimming pool, secondary cooking and eating facilities, laundry facilities, camp activity building or buildings specifically for an infirmary/first aid. Toilets have not been proposed within tents or yurts. No pavilion or other covered areas have been proposed other than sun/rain covers.

Prior to issuance of permits or operation of the camp, a detailed revised site plan must be submitted that shows all proposed elements, showing location, number and size of structures and improvements (location only for established trails). Major revisions of the application require amendment of the approval.

The applicant has indicated that Area C will be an open activity area without permanent improvements. No grading or leveling of sites has been indicated in the application materials. Any grading/leveling of these or any other area proposed as part of the application must obtain all applicable permits **prior to issuance of permits or operation**.

The applicant has proposed a caretaker's residence. No other dwelling exists on the subject property. Thus, a caretaker residence is allowed. As an **ongoing** condition, because the dwelling is only allowed where associated with the youth camp, if the youth camp is discontinued for a period of two (2) years, the caretaker's residence must be removed, demolished or downgraded to an allowable use, unless otherwise approved through a homesite approval application.

An **ongoing** condition will be included that limits food services to the operation of the youth camp, to be provided for youth camp participants only, which includes participants in adult programs as well as employees and volunteers. The sale of individual meals may be offered only to family members or guardians of youth camp participants.

An **ongoing** condition will be included that limits use of sleeping quarters to youth camp participants (including employees and volunteers) and shall not be offered as overnight accommodations for persons not participating in youth camp activities or as individual rentals.

Through conditions of approval, the standards of this section can feasibly be met.

- (7) A proposed youth camp shall comply with the following fire safety requirements:
 - (a) The fire siting standards in OAR 660-006-0035 (Fire-Siting Standards for Dwellings and Structures);
 - (b) A fire safety protection plan shall be developed for each youth camp that includes the following:
 - (A) Fire prevention measures;
 - (B) On site pre-suppression and suppression measures; and
 - (C) The establishment and maintenance of fire safe area(s) in which camp participants can gather in the event of a fire.
 - (c) Except as determined under subsection (7)(d) of this rule, a youth camp's on-site fire suppression capability shall at least include:
 - (A) A 1,000-gallon mobile water supply that can access all areas of the camp;
 - (B) A 30 gallon-per-minute water pump and an adequate amount of hose and nozzles;
 - (C) A sufficient number of fire-fighting hand tools; and
 - (D) Trained personnel capable of operating all fire suppression equipment at the camp during designated periods of fire danger.
 - (d) An equivalent level of fire suppression facilities may be determined by the governing body, or its designate. The equivalent capability shall be based on the Oregon Department of Forestry's (ODF) Wildfire Hazard Zone rating system, the response time of the effective wildfire suppression agencies, and consultation with ODF personnel if the camp is within an area protected by ODF and not served by a local structural fire protection provider.
 - (e) The provisions of OAR 660-006-0031 (Youth Camps)(7)(d) may be waived by the governing body, or its designate, if the youth camp is located in an area served by a structural fire protection provider and that provider informs the governing body in writing that on-site fire suppression at the camp is not needed.

FINDING/CONCLUSION: The Fire Safety Standards of Section 8.7 have been addressed and can feasibly be met through conditions of approval. The applicant has provided a Fire Safety Protection Plan that establishes all of the above standards. These standards are met.

- (8) The governing body, or its designate, shall require as a condition of approval of a youth camp, that the land owner of the youth camp sign and record in the deed records for the county a document binding the land owner, or operator of the youth camp if different from the owner, and the land owner's or operator's successors in interest, prohibiting them from pursuing a claim for relief or cause of action alleging injury from farming or forest practices for which no action or claim is allowed under ORS 30.936 (Immunity from private action based on farming or forest practice on certain lands) or 30.937 (Immunity from private action based on farming or forest

practice allowed as preexisting nonconforming use).

FINDING/CONCLUSION: A deed declaration binding the property owner and Youth Camp Operator to this standard will be required as a condition of approval, to be recorded **prior to issuance of permits or operation.**

- (9) Nothing in this rule relieves governing bodies from complying with other requirements contained in the comprehensive plan or implementing land use regulations such as the requirements addressing other resource values (e.g. Goal 5) that exist on forest lands.

FINDING/CONCLUSION: The County has addressed all other applicable criteria and standards of the Jackson County Land Development Ordinance and Oregon Administrative Rules and establishes conditions of approval to ensure compliance with such, where warranted. This standard is met.

- (10) The provisions of this rule shall apply directly to any land use decision pursuant to ORS 197.646 (Implementation of new requirement in goal, rule or statute) and 215.427(3) commencing October 12, 2000. A county may adopt provisions in its comprehensive plan or land use regulations that establish standards and criteria in addition to those set forth in this rule, or to ensure compliance with any standards or criteria.

FINDING/CONCLUSION: The County has addressed all other applicable criteria and standards of the Jackson County Land Development Ordinance and Oregon Administrative Rules and establishes conditions of approval to ensure compliance with such, where warranted. This standard is met.

III. CONCLUSION

Staff has evaluated the proposal and concludes that it is consistent with the Jackson County Comprehensive Plan, Jackson County Land Development Ordinance (JCLDO) and Oregon Administrative Rules (OAR). All of the criteria and standards necessary for approval of a Youth Camp in a Forest Resource zoning district have been met or can be met through conditions of approval.

V. DECISION

File 439-24-01641-ZON, an application to amend File 439-22-02154-ZON, a request for approval of a Youth Camp on property described as Township 40 South, Range 2E, Tax Lot 3600 and Township 40 South, Range 3E, Tax Lot 6200, is hereby approved, subject to the following conditions:

- 1) Use: Use of the property under this approval, is limited to a Youth Camp for up to 100 youth and 25 employees (including volunteers), that includes the following:

TL 3600:

- a) Sixteen (16) 500-600 square foot cabins;
- b) Forty-nine (49) parking spaces;
- c) One (1) caretaker dwelling;
- d) Common use building (shown as "Communal Camp Buildings") that includes

lodge, bathing and restroom, cooking and eating facilities, storage, gathering space, bathroom and bathing, laundry, administrative offices and other similar activities (size is approximately 8,000 square feet). This building may also include quarters for medical staff/infirmary;

- e) Drop off/pick up areas;
- f) Well and on-site sanitation facilities;
- g) On-site water storage;
- h) Dispersed picnic tables (no number or locations indicated);
- i) Dispersed sun/rain covers (no number, location or size indicated);
- j) Nature trails (no locations indicated);

TL 6200:

- a) Thirty (30) yurt or bell tent spaces, ten (10) in Area A and twenty (20) in Area B, each designed for one to two occupants;
- b) Nineteen (19) parking spaces;
- c) Open activity area (Area C);
- d) Automobile/emergency vehicle turnaround;
- e) On-site water storage;
- f) Dispersed picnic tables (no number or locations indicated);
- g) Dispersed sun/rain covers (no number, location or size indicated);
- h) Nature trails (no locations indicated);

Minor accessory improvements, including, but not limited to a pavilion, an amphitheater or additional restroom/bathing facilities may be added without an amendment, as long as such improvements comply with setback, special setback and fire safety standards, as determined through review by the Planning Division. If facility locations or size change substantially from the Site Plan or major facilities/elements not currently approved are added or if the number of youth participants increases to more than 100, the proposal must be reviewed again through a Type 2 Amendment application that includes readdressing the applicable criteria.

- 2) **Final Site Plan: Prior to issuance of permits or operation**, a revised final site plan, drawn to an even, base-10' engineering scale must be submitted that shows all proposed elements, including, but limited to the following:

- a) Show the location and dimensions of all yurt or tent sites;
- b) After consultation with the Fire District #5 (or State Fire Marshall, if not annexed), show all required fire-fighting facilities and improvements;
- c) Show the location and dimensions of all picnic tables, fire rings and other minor facilities;
- d) Show the location and dimensions of all sun/rain shelters;
- e) Show the general location of proposed nature trails.

If the location of minor facilities are still tentative, the approximate location should be shown and updated as it is solidified.

- 3) **Development Agreement: Prior to the issuance of permits or operation**, the property owner or applicant must record a development agreement, agreeing to

complete all conditions of approval.

- 4) Shuttle Service Plan: **Prior to issuance of permits or operation**, the applicant must provide the details of the shuttle service demonstrating its viability, including type of vehicle to be used, with seating capacity, frequency of trips or, if regular trips are not planned, the means of determining when a shuttle is necessary or desired and any other applicable and necessary information to show how the shuttle service will work.
- 5) Youth Camp/Forest Deed Declaration: **Prior to issuance of permits**, a deed declaration which acknowledges and accepts farm and forest activities on adjacent lands shall be recorded. The deed declaration must be signed by the property owner and youth camp operator in the presence of a notary public and taken to the County Clerk's Office for recording. After the deed declaration has been recorded, a copy must be returned to Planning Services.
- 6) Septic: **Prior to issuance of building permits** for the dwelling, camp accessory buildings (lodge/kitchen/bath house), or if cabins include restroom facilities, the applicant must provide written verification from DEQ showing that that permits have been issued for installation of the septic system.
- 7) Domestic Water: **Prior to issuance of permits or operation**, the applicant must coordinate with the Oregon State Watermaster's Office for provision of water for all proposed improvements. Verification of a domestic water source must be submitted **prior to issuance of permits or operation**. In addition, because the water will be used for a quasi-public use, **prior to issuance of permits or operation**, the applicant must provide evidence that the applicant has obtained all necessary permits and/or authorizations from the Oregon Department of Health for use of the well or other source of water for the Youth Camp.
- 8) Fire District Annexation: **Prior to issuance of permits**, the applicant must apply for Tax Lots 3600 to be annexed into or contract service by Fire District #5, as stipulated by the applicant. Evidence that the property has been annexed or contracted for must be submitted **prior to issuance of permits or operation**. If Fire District #5 refuses annexation or contract service, the applicant must meet all requirements of the State Fire Marshall.
- 9) Fire District Consultation: **Prior to issuance of permits or operation**, the applicant must consult with the Fire District #5 to determine whether any additional necessary fire safety measures are necessary to allow grades over 15%.
- 10) Fuelbreak Reduction: **Prior to issuance of permits** for the Common Use Building (shown as "Communal Camp Buildings"), the applicant must apply and be approved for a Fuelbreak Reduction for a 45-foot fuelbreak on the east side.
- 11) Fire Safety Inspection: **Prior to issuance of permits** for the common use building, caretaker dwelling and/or cabins, Fire District #5 (or Oregon Department of Forestry, if not annexed) must inspect the property to verify that the Wildfire Safety Standards of Section 8.7.1 are in place. A Fire Safety Inspection must be

requested and paid for at Development Services when all requirements have been met. An information sheet with a complete checklist of all requirements is available at Development Service or on-line on the Development Services page under "Planning Guides."

The following is a summary of the requirements that must be in place prior to the inspection request:

- a) A plot plan indicating the proposed structure(s) must be on record in the Planning Department.
- b) The proposed structure(s) must be staked out on the site.
- c) Address signs must be installed at the driveway entrance (visible from both directions) and at all forks in the drive, with directional arrows as needed.
- d) Driveway access to within 150' of all exterior first story walls of all buildings must be constructed to support a gross vehicle weight of 50,000 pounds and an occasional 60,000-pound load to accommodate heavy firefighting equipment. The driveway must terminate in an approved turnaround arrangement that meets the same load carrying capacity. A 22' fuelbreak including the driving surface is required along private accessways, driveways, private roads, and private access easements in accordance with Section 8.7.1(B)(1).
- e) A 100-foot fuelbreak, or a 150-foot fuelbreak where slopes to the sides and downslope of structures exceed 20%, must be developed and maintained around all new construction. If the 100-foot fuelbreak extends onto an adjoining parcel(s), then either a fuelbreak easement(s) must be recorded and submitted or a fuelbreak reduction application must be approved by the County.
- f) All measures recommended by Fire District #5 to allow grades over 15%.

If Fire District #5 (or ODF, if not annexed) staff is not able to make the inspection, then the applicant needs to hire an engineer or land surveyor to make a determination that the standards have been met.

- 12) Fire Safety-At Time of Permits: **At the time of application for building permits**, evidence must be provided to Planning demonstrating the proposed improvement will meet the following Fire Safety Standards as required by JCLDO Section 8.7.1:
 - a) **Roof Coverings**: All structures shall have Class A roofing according to Section 1506 of the State of Oregon Structural Specialty Code. This prohibits wood roofing of any type, including pressure treated wood shingle or shakes.
 - b) **Chimneys**: All chimneys for new dwellings, or other significant outbuildings, shall have a spark arrester.
- 13) Site Grading/Grading Permits: **Prior to any site grading** (including any leveling) of roads, Areas A, B and C or cabin/yurt/bell tent sites or other areas proposed as part of the application, the application must obtain all applicable grading permits. Any grading that affects BLM roads must be done in compliance with BLM standards.

- 14) **Parking Installation:** As each portion of the camp listed below is developed, all or in part, parking must be constructed **prior to final inspection or operation**, as follows:
- a) Two (2) spaces to be provided for Caretaker Dwelling “A” when constructed on Tax Lot 3600;
 - b) Seventeen (17) spaces to be provided in Drop-off and Parking Area “B-1” on Tax Lot 3600 when Cabins 1-8 are constructed (at least one space to be ADA Van Accessible);
 - c) Fifteen (15) spaces to be provided in Overflow & Drop-off Area “B-2” on Tax Lot 3600 when Cabins 9-16 are constructed (at least one space to be ADA Van Accessible);
 - d) Twelve (12) spaces to be provided for Common Use Area “D” on Tax Lot 3600 at time of camp opening (at least one space to be ADA Van Accessible);
 - e) Five (5) spaces to be provided for the Communal Camp Building Area “E” when those are constructed on Tax Lot 3600;
 - f) Nine (9) spaces to be provided for Camping Area “A” on Tax Lot 6200 prior to use of that camp site (at least one space to be ADA Van Accessible);
 - g) Ten (10) parallel spaces to be provided along the access road at the center of Camping/Activity Area “B” on Tax Lot 6200 prior to use of that camp site (at least one space to be ADA Van Accessible). A turn-around and space for parking overflow area will be provided along the road at the eastern extent of Area B.

Parking areas must be, at a minimum, graveled and spaces must be marked with anchored wheel stops. Handicap accessible spaces must be constructed and designated as required by Section 1104 of the *State of Oregon Structural Specialty Code* and ORS 447.233(2)(e) and (f). At least one (1) of the handicap parking spaces must be van accessible. Access to parking must be in accordance with Section 9.4.11(E). An on-site inspection must be done **prior to inspection/occupancy or operation** to verify compliance with the condition.

- 15) **Watermaster Requirements:** **Prior to inspection/occupancy or operation**, the applicant must provide written verification from the State Watermaster demonstrating that that all OWRD requirements have been met.
- 16) **Department of Health Permits/Requirements:** **Prior to inspection/occupancy or operation**, the applicant must provide evidence that the applicant has obtained all necessary permits and/or authorizations from the Oregon Department of Health for use of the well or other sources of water.
- 17) **Septic Completion:** **Prior to inspection/occupancy**, the applicant must provide a copy of the Certificate of Satisfactory Completion from DEQ.
- 18) **Fire District Requirements:** **Prior to inspection/occupancy or operation**, the applicant must provide evidence that the site complies with all Fire District #5 requirements (or State Fire Marshall, if not annexed). This condition may be

satisfied through the Fire Safety Inspection if no additional site conditions are required by the Fire District.

- 19) Signage: If signage is installed in the future, the applicant must demonstrate that the proposed sign complies with the standards of Section 9.6 and obtain the necessary permits for the signage **prior to issuance of signage permits**.
- 20) Ongoing Conditions:
 - a) *Deviation from Site Plan*: Substantial deviation from the final site plan, except as required/allowed through conditions of approval, will require formal amendment of any approval.
 - b) *Shuttling*: Participants and staff (including volunteers) shall be shuttled to and from the site, with only occasional drop-off and pick-up of participants by family members. A maximum of 40% of trips to and from the site may be via individual automobiles.
 - c) *Protection of Riparian Vegetation*: The property owner must continuously maintain riparian vegetation within 50 feet of the top of bank of Baldy Creek and the mapped minor tributaries.
 - d) *Parking Agreement*: If, for any reason, the ownership of either Tax Lot 3600 or Tax Lot 6200 changes, an off-site parking agreement must be established unless parking is otherwise moved to Tax Lot 6200.
 - e) *Food Service*: Food services are limited to the operation of the youth camp, to be provided for youth camp participants only, including those who participate in adult programs, as allowed, and employees/volunteers. The sale of individual meals may be offered only to family members or guardians of youth camp participants.
 - f) *Use of Sleeping Quarters*: Sleeping quarters are limited to use by youth camp participants (including participants in adult programs, as allowed, and employees and volunteers) only and shall not be offered as overnight accommodations for persons not participating in youth camp activities or as individual rentals.
 - g) *Discontinuance/Dwelling Removal*: In the event that the Youth Camp is discontinued for a period of two (2) years, the caretaker's residence must be removed, demolished or downgraded to an allowable use, unless otherwise approved through a homesite approval application.
- 21) Permit Revocation: The County may modify, alter, suspend, or revoke an approved application for noncompliance with conditions of approval.
- 22) Amendment Supersedes Previous Decisions: This decision supersedes the decisions issued through File 439-21-02901-ZON and/or 439-22-02154-ZON.

- 23) Expiration: Pursuant to LDO Section 4.1.3 this approval is valid for two (2) years from the date of the final decision and will expire unless development has been initiated, as defined in LDO Section 13.3. An extension of up to 12 months may be granted pursuant to the provisions of Section 2.6.8, provided that the extension request is filed prior to the expiration of the applicable approval period.

VI. SCOPE OF DECISION:

This decision is limited to the County's review of applicable zoning rules and land use law, as outlined in the Jackson County Comprehensive Plan, the Jackson County Land Development Ordinance, and the Oregon Administrative Rules and Oregon Revised Statutes relating to land use. Other County, State and Federal agencies may have regulatory review authority for development projects. The decision rendered herein neither implies nor guarantees compliance with the requirements of any other regulatory agency. It is the property owner's responsibility to ensure that the development complies with the requirements of any other regulatory agency or provisions of law prior to initiating development.

Notice of this decision is being sent to property owners in the vicinity of this property. They or the property owner have the right to appeal the decision within 12 days of the date this decision is mailed. This decision will be final on the 13th day, provided an appeal hearing has not been requested.

JACKSON COUNTY PLANNING DIVISION



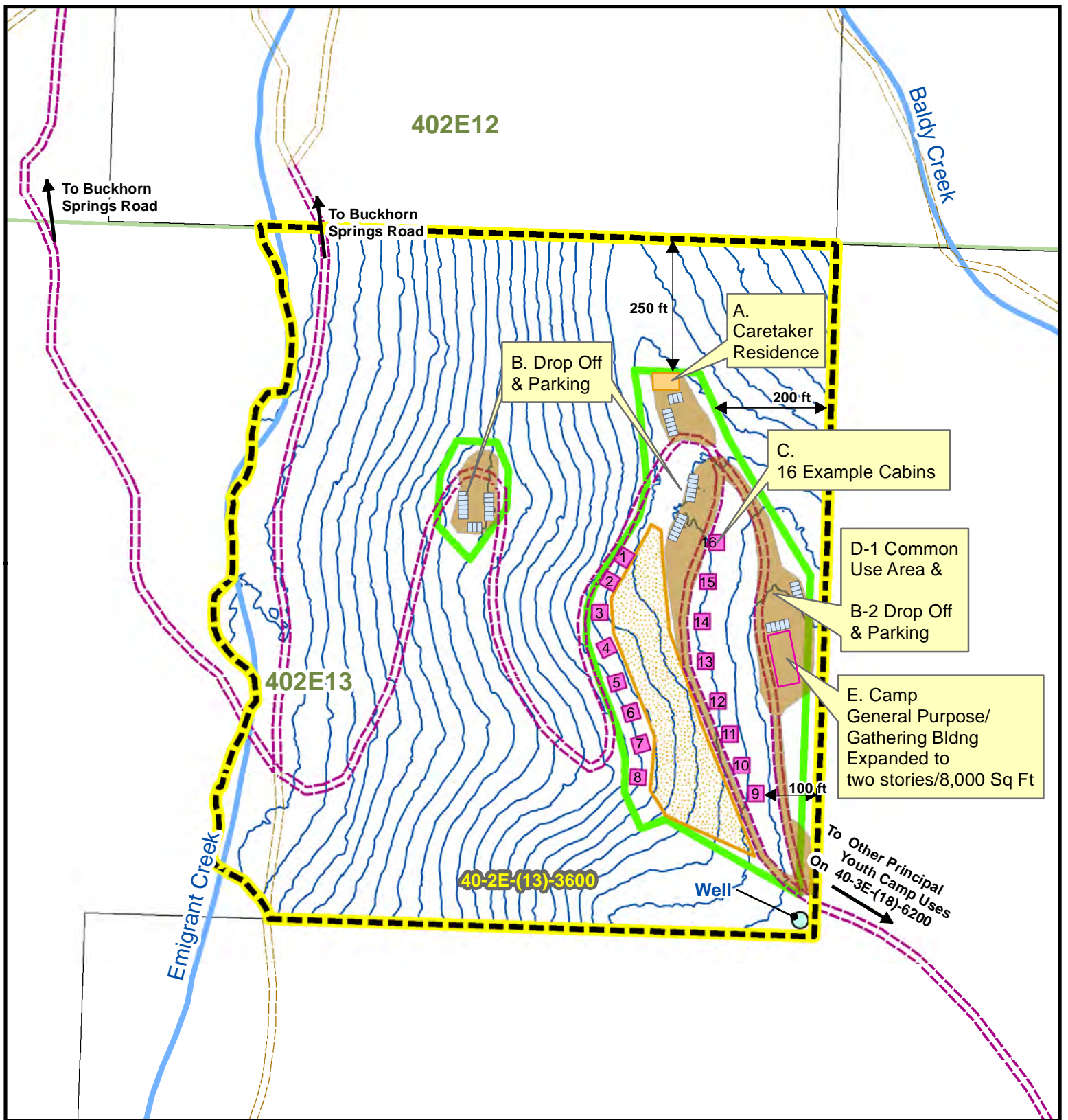
By: Kenneth D. Skyles, Planner II

Date: _____

cc: Owner/Applicant
Assessment

Attachments:

- 1) Zoning Map
- 2) Site Plan Map
- 3) Development Agreement
- 4) Youth Camp/Forest Deed Declaration



- 9x18_parking
- circulation_parking
- Primary_Use_Areas_2024
- Subject TL3600
- Example Cabins
- Example Caretaker *
- Roads Serving Youth Camp
- Class I or II Streams
- Well
- Prospective Septic

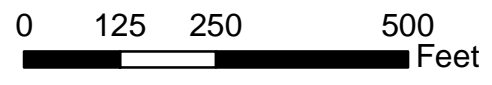
All improvement locations are approximate
Contours and Lot Lines are also approximate

Date: 8/2/2024

Site Plan TL 3600

Youth Camp Amendment



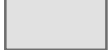




Living Lore LLC / Baldy Springs LLC
40-2E-(13)-3600 & 40-3E-(18)-6200
& Part of 40-2E-103



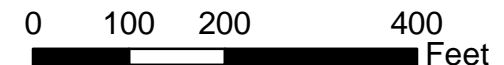
Conceptual Site Plan TL 6200

Youth Camp

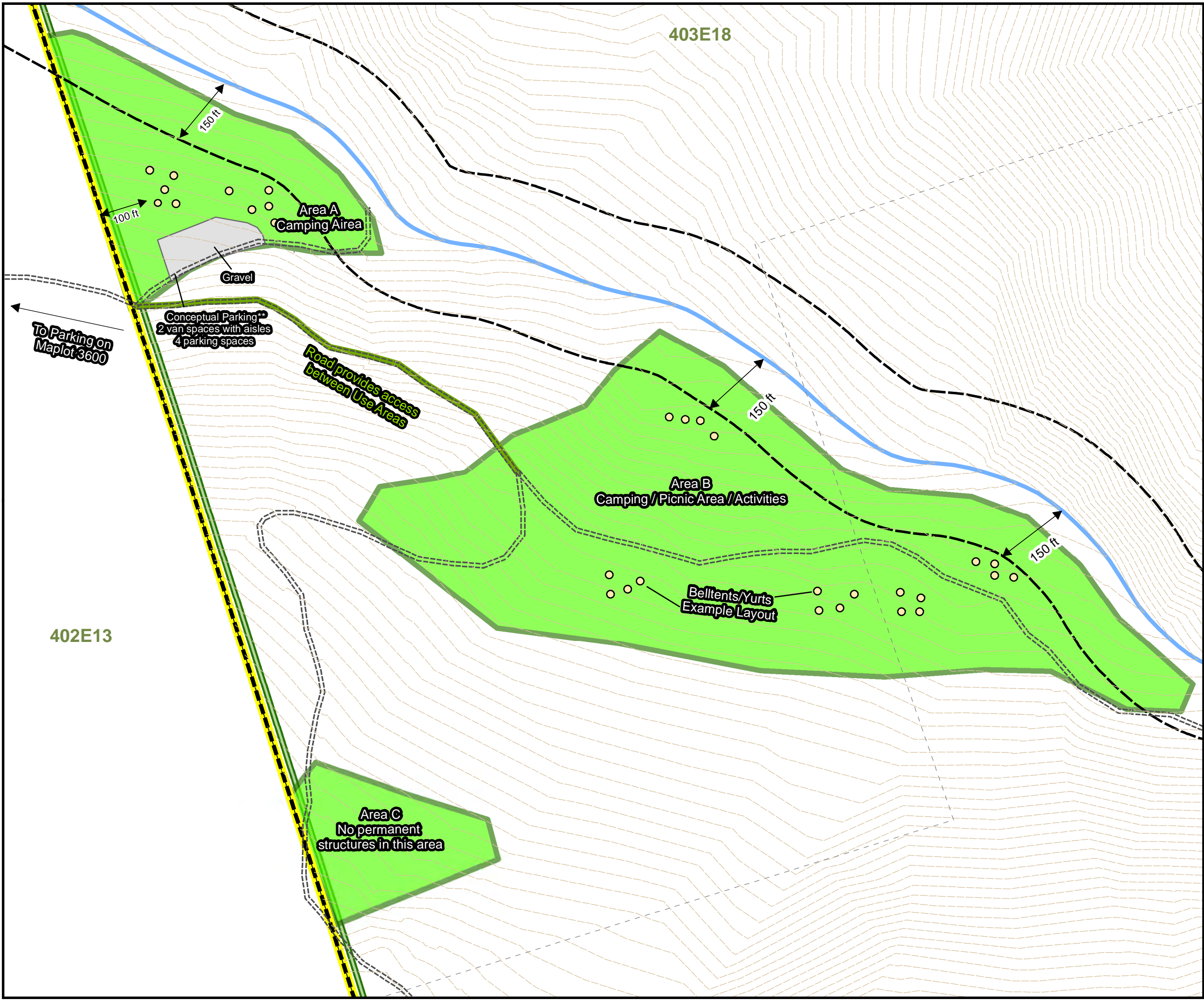
Living Lore LLC / Baldy Springs LLC
40-2E-(13)-3600 & 40-3E-(18)-6200

-  Subject Property
-  Primary Use Areas
-  Gravel
-  Roads
-  Class I and II Streams
-  150 Ft Riparian Setback
-  10 Ft Contours

*Conceptual structures illustrate how required setbacks and other siting requirements can and will be met. Structure locations may be revised to other location in Primary Use Areas A or B meeting siting requirements.



Date: 8/2/2024



403E18

402E13

Area A
Camping Area

Area B
Camping / Picnic Area / Activities

Area C
No permanent
structures in this area

Gravel

Conceptual Parking**
2 van spaces with aisles
4 parking spaces

Road provides access
between Use Areas

Belltents/Yurts
Example Layout

To Parking on
Maplot 3600

100 ft

150 ft

150 ft

150 ft