RESOLUTION NO. 1405

A RESOLUTION ADOPTING AN AGREEMENT BETWEEN TWIN CREEKS DEVELOPMENT CO., LLC AND THE CITY OF CENTRAL POINT

WHEREAS, the City approved the Twin Creeks Transit-Oriented Development as an amendment to its Comprehensive Plan in 2001; and

WHEREAS, a Pre-Annexation Development Agreement was also adopted in 2001 in support of the Comprehensive Plan amendments to ensure the construction of various infrastructure projects in the development including the Twin Creeks/Highway 99 at-grade railroad crossing; and

WHEREAS, the Pre-Annexation Development Agreement has expired and a subsequent agreement is necessary to ensure the construction of transportation and utility improvements; and

WHEREAS, the Twin Creeks/Highway 99 at-grade railroad crossing is identified in the City's 2008 Transportation System Plan (TSP) as a high priority Tier 1, Short-term project (Project No. 202); and

WHEREAS, the completion of the Twin Creeks/Highway 99 at-grade railroad crossing is critical to subsequent commercial development in Twin Creeks and economic development in the City of Central Point; and

WHEREAS, the City Council of the City of Central Point deems that the necessity, convenience and the general welfare of the public will benefit by this agreement;

NOW, THEREFORE, THE CITY OF CENTRAL POINT RESOLVES AS FOLLOWS, to enter into an agreement with Twin Creeks Development Co. LLC in the manner stated in said agreement which is Exhibit "A".

BE IT FURTHER RESOLVED that the City Council directs the City Manager to consummate the agreement (Exhibit "A") following the adoption of this resolution.

PASSED by the City Council and signed by me in authentication of its passage this 24th day of July, 2014.

Hank Williams

Mayor Hank Williams

ATTEST:

Deanna Casey

City Recorder

TWIN CREEKS TRANSIT ORIENTED DEVELOPMENT AGREEMENT

Effective Date:

Parties:

City of Central Point ("City")
140 South Third Street
Central Point, OR 97502

Twin Creek Development Co., LLC ("Developer")
P.O. Box 3577
Central Point, OR 97502

Recitals:

A. Developer is the owner of real property located in Jackson County, Oregon more particularly described in Exhibit "A" attached hereto and incorporated herein by reference, located within the Twin Creeks TOD Master Plan. A copy of the Twin Creeks TOD Master Plan Map is attached hereto as Exhibit "B" (the "Subject Property").

B. In 2001, Developer applied for, and City approved, a Pre-Annexation Development Agreement and Master Plan for the Central Point Transit-Oriented District ("TOD"). As part of that agreement, Developer agreed to make a number of transportation and utility improvements to provide service to the Subject Property. Those improvements were incorporated into the Master Plan as conditions of approval. The improvements include, without limitation, railroad crossing and intersection improvements for a new TOD Crossing and upgrades at Twin Creeks Crossing (extended) and Highway 99 per Oregon Public Utilities Commission and ODOT requirements (the "Railroad Crossing").

C. Throughout the course of development of the Subject Property, City contributed substantial improvements to the transportation infrastructure improvements required of Developer under the Master Plan. Further, City has applied for a grant to aid Developer with the costs of the Railroad Crossing. Such grant will not cover the full cost of the Railroad Crossing and Developer will be required to contribute a share of the costs of the crossing in lieu of making the full improvements itself.

D. As City is relying upon Developer's contribution to the Railroad Crossing in applying for the grant, and Developer no longer owns all of the land within the

Master Plan area, the parties desire to clarify and assure the performance of Developer's obligations related to the Railroad Crossing.

Agreement:

1. The recitals are incorporated into this Agreement and made a part hereof.

2. As Developer's share of the cost of improving the Railroad Crossing, Developer shall:
   a. Prior to October 1, 2014 obtain the necessary permits from federal, state and local agencies for construction of the extension of utilities and the pavement of Twin Creeks Crossing from the current terminus easterly to the railroad right-of-way improvements as identified in the drawings entitled "Griffin Creek Overflow Flood Mitigation Plan" dated March 11, 2013, which is attached hereto as Exhibit "C", and complete construction of same no later than October 1, 2015. To secure such obligation, a personal guaranty shall be required, in substantially the form attached hereto as Exhibit "D". If Developer fails to complete construction within the time provided herein, the City may, at its option, make such improvements on Developer's behalf and seek reimbursement for such improvements from Developer, and/or its Guarantor as provided in the personal guaranty attached hereto as Exhibit "D"; and

   b. Pay to the City into the Railroad Crossing Account the following amounts: No later than December 1, 2014 cash in the amount of $125,000.00. No later than December 1, 2015 cash in the additional amount of $125,000.00. No later than December 1, 2016 cash in the additional amount of $125,000.00. No later than July 1, 2017 cash in the additional amount of $125,000.00. To secure such obligation, a personal guaranty shall be required, in substantially the form attached hereto as Exhibit "D".

      i. In the event any payment required of Developer pursuant to this agreement becomes past due for a period of 10 days or more, the principal balance owing pursuant to this Agreement shall, automatically and without further notice to Developer, accrue interest at the rate of twelve percent (12%) per annum until such time as the delinquent payment is paid ("Default Interest"). City may treat the failure to pay such additional interest as a default hereunder. The acceptance of payments or performance by City shall not be deemed a waiver of City's right to collect Default Interest. Interest shall be calculated on the basis of a 30-day month and a 360-day year.

      ii. In the event construction of the railroad crossing is abandoned by the City and said abandonment is replaced by an alternative route;

which actions shall be acknowledged in the City's Transportation System Plan ("TSP), then the City shall have the authority to use the payments for the designated alternative route. If the City abandons construction of the railroad crossing and does not designate an alternative route; which action shall be acknowledged in the City's TSP, then the City shall refund the payments made by Developer under Section 6 herein, without interest.

3. In consideration for the City's contribution to the transportation improvements identified in the Master Plan approval, Developer agrees to waive all rights to reimbursement from the City for any current or future qualifying Street SDC fees for streets already built or proposed to be built within the Subject Property.

4. As additional consideration for the City's contribution to the transportation improvements identified in the Master Plan approval, Developer agrees to waive all rights to reimbursement from the City for any qualifying Parks SDC fees for parks already built or required to be built in the future within the Subject Property.

5. Nothing herein is intended to alter or modify the requirements to improve the streets, utilities and parks identified in the Master Plan, except as expressly modified herein.

6. This Agreement has been prepared on behalf of the City of Central Point. Developer has been advised that it should seek independent legal counsel as to the effect of this Agreement on its rights.

OFFICIAL SEAL
ELAINE S FROST
NOTARY PUBLIC-OREGON
COMMISSION NO. 459162
MY COMMISSION EXPIRES JUNE 26, 2015

Dated: 7/3/2014

TWIN CREEKS DEVELOPMENT CO., LLC

By: Bret Moore, Manager

"Developer"

CITY OF CENTRAL POINT

Dated: _____

By:
Its:

EXHIBIT "A"

PROPERTY OWNED BY TWIN CREEKS DEVELOPMENT CO., LLC as of 12-20-2013

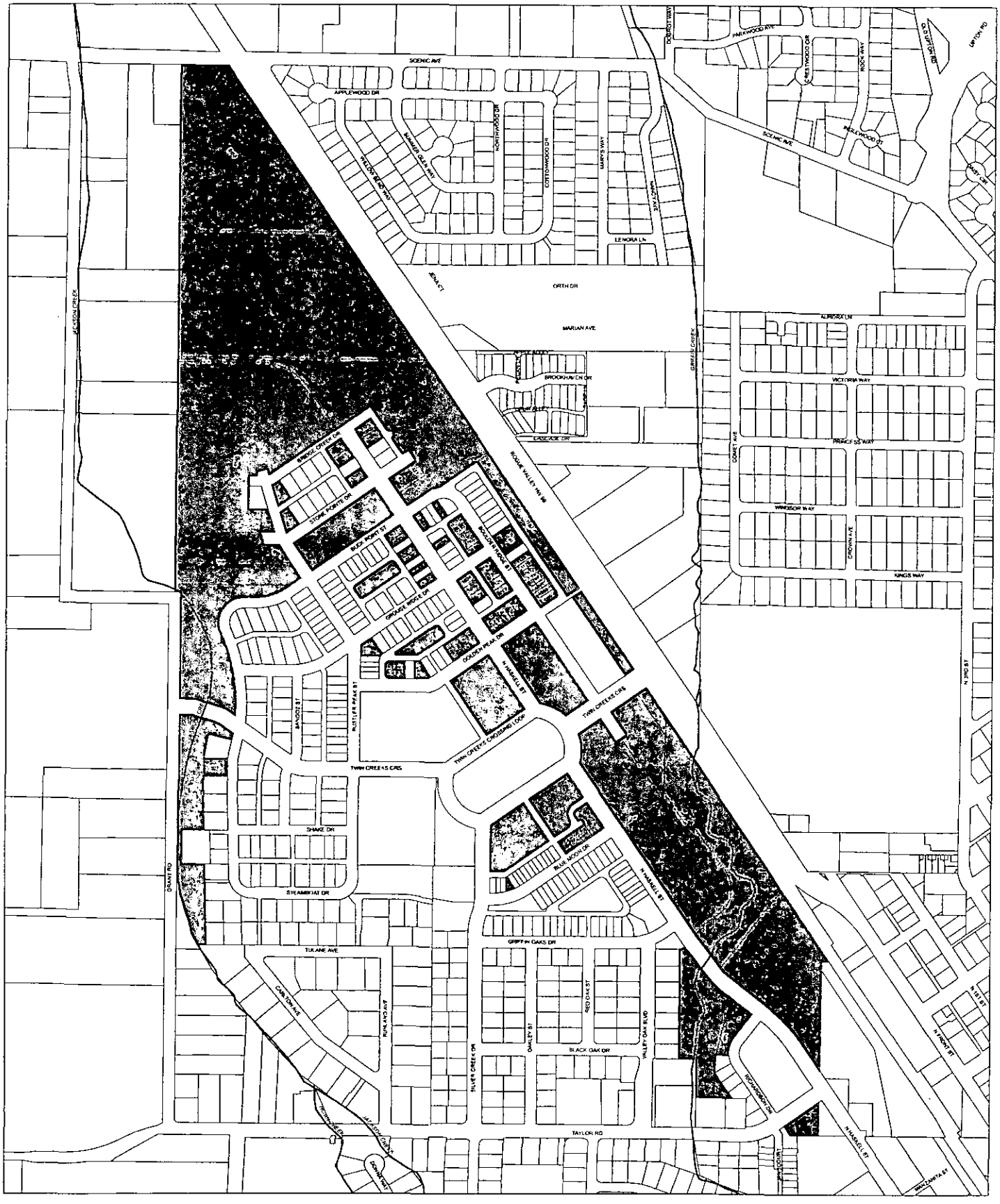
No.	ASSESSORS TAX LOT NO.	ASSESSORS ACCOUNT NO.	FEE OWNER
1	372W03DC3400	10140165	TWIN CREEKS DEVELOPMENT COMPANY, LLC
2	372W03CA900	10985724	TWIN CREEKS DEVELOPMENT COMPANY, LLC
3	372W03CA1500	10985726	TWIN CREEKS DEVELOPMENT COMPANY, LLC
4	372W03CA1600	10985725	TWIN CREEKS DEVELOPMENT COMPANY, LLC
5	372W03DB900	10985507	TWIN CREEKS DEVELOPMENT COMPANY, LLC
6	372W03CA126	10985748	TWIN CREEKS DEVELOPMENT COMPANY, LLC
7	372W03DC3402	10980147	TWIN CREEKS DEVELOPMENT COMPANY, LLC
8	372W03DC3409	10980154	TWIN CREEKS DEVELOPMENT COMPANY, LLC
9	372W03DC3411	10985594	TWIN CREEKS DEVELOPMENT COMPANY, LLC
10	372W03B1601	10631951	TWIN CREEKS DEVELOPMENT COMPANY, LLC
11	372W03CB7101	10986679	TWIN CREEKS DEVELOPMENT COMPANY, LLC
12	372W03BD4000	10986373	TWIN CREEKS DEVELOPMENT COMPANY, LLC
13	372W03BD4100	10986372	TWIN CREEKS DEVELOPMENT COMPANY, LLC
14	372W03CA704	10986692	TWIN CREEKS DEVELOPMENT COMPANY, LLC
15	372W03BD2900	10986398	TWIN CREEKS DEVELOPMENT COMPANY, LLC
16	372W03BC2700	10986415	TWIN CREEKS DEVELOPMENT COMPANY, LLC
17	372W03CA111	10985733	TWIN CREEKS DEVELOPMENT COMPANY, LLC
18	372W03CA130	10985752	TWIN CREEKS DEVELOPMENT COMPANY, LLC
19	372W03BD3800	10986375	TWIN CREEKS DEVELOPMENT COMPANY, LLC
20	372W03CA801	10986694	TWIN CREEKS DEVELOPMENT COMPANY, LLC
21	372W03BD2000	10986395	TWIN CREEKS DEVELOPMENT COMPANY, LLC
22	372W03BD2100	10986405	TWIN CREEKS DEVELOPMENT COMPANY, LLC
23	372W03BC2500	10986413	TWIN CREEKS DEVELOPMENT COMPANY, LLC
24	372W03BD3203	10986685	TWIN CREEKS DEVELOPMENT COMPANY, LLC
25	372W03CA702	10986690	TWIN CREEKS DEVELOPMENT COMPANY, LLC
26	372W03BC800	10986407	TWIN CREEKS DEVELOPMENT COMPANY, LLC
27	372W03BD4200	10986369	TWIN CREEKS DEVELOPMENT COMPANY, LLC
28	372W03CB7200	10986421	TWIN CREEKS DEVELOPMENT COMPANY, LLC
29	372W03BC2000	10986429	TWIN CREEKS DEVELOPMENT COMPANY, LLC
30	372W03B1800	10196422	TWIN CREEKS DEVELOPMENT COMPANY, LLC
31	372W03BC900	10986408	TWIN CREEKS DEVELOPMENT COMPANY, LLC
32	372W03CA703	10986691	TWIN CREEKS DEVELOPMENT COMPANY, LLC
33	372W03CA802	10986695	TWIN CREEKS DEVELOPMENT COMPANY, LLC
34	372W03CA803	10986696	TWIN CREEKS DEVELOPMENT COMPANY, LLC
35	372W03BD3201	10986683	TWIN CREEKS DEVELOPMENT COMPANY, LLC
36	372W03CA114	10985736	TWIN CREEKS DEVELOPMENT COMPANY, LLC
37	372W03BD3200	10986399	TWIN CREEKS DEVELOPMENT COMPANY, LLC
38	372W03BD2300	10986396	TWIN CREEKS DEVELOPMENT COMPANY, LLC
39	372W03BD3500	10986378	TWIN CREEKS DEVELOPMENT COMPANY, LLC
40	372W03BD3600	10986377	TWIN CREEKS DEVELOPMENT COMPANY, LLC

EXHIBIT "A"

No.	ASSESSORS TAX LOT NO.	ASSESSORS ACCOUNT NO.	FEE OWNER
41	372W03BD3300	10986401	TWIN CREEKS DEVELOPMENT COMPANY, LLC
42	372W03CA800	10986400	TWIN CREEKS DEVELOPMENT COMPANY, LLC
43	372W03CA1100	10985722	TWIN CREEKS DEVELOPMENT COMPANY, LLC
44	372W03CA1200	10985721	TWIN CREEKS DEVELOPMENT COMPANY, LLC
45	372W03BC700	10986393	TWIN CREEKS DEVELOPMENT COMPANY, LLC
46	372W03BD3202	10986684	TWIN CREEKS DEVELOPMENT COMPANY, LLC
47	372W03CA804	10986697	TWIN CREEKS DEVELOPMENT COMPANY, LLC
48	372W03CB7100	10986420	TWIN CREEKS DEVELOPMENT COMPANY, LLC
49	372W03C101	10633028	TWIN CREEKS DEVELOPMENT COMPANY, LLC
50	372W03CA108	10985730	TWIN CREEKS DEVELOPMENT COMPANY, LLC
51	372W03CA113	10985735	TWIN CREEKS DEVELOPMENT COMPANY, LLC
52	372W03BC2200	10986410	TWIN CREEKS DEVELOPMENT COMPANY, LLC
53	372W03BC2300	10986411	TWIN CREEKS DEVELOPMENT COMPANY, LLC
54	372W03CA109	10985731	TWIN CREEKS DEVELOPMENT COMPANY, LLC
55	372W03C138	10985727	TWIN CREEKS DEVELOPMENT COMPANY, LLC
56	372W03CB7103	10986681	TWIN CREEKS DEVELOPMENT COMPANY, LLC
57	372W03CA1400	10985728	TWIN CREEKS DEVELOPMENT COMPANY, LLC
58	372W03BD1700	10986394	TWIN CREEKS DEVELOPMENT COMPANY, LLC
59	372W03BD2600	10986397	TWIN CREEKS DEVELOPMENT COMPANY, LLC
60	372W03CA110	10985732	TWIN CREEKS DEVELOPMENT COMPANY, LLC
61	372W03CA112	10985734	TWIN CREEKS DEVELOPMENT COMPANY, LLC
62	372W03CA705	10986693	TWIN CREEKS DEVELOPMENT COMPANY, LLC
63	372W03BD1300	10986390	TWIN CREEKS DEVELOPMENT COMPANY, LLC
64	372W03BD3302	10986687	TWIN CREEKS DEVELOPMENT COMPANY, LLC
65	372W03BD3900	10986374	TWIN CREEKS DEVELOPMENT COMPANY, LLC
66	372W03BD3301	10986686	TWIN CREEKS DEVELOPMENT COMPANY, LLC
67	372W03BD3100	10986380	TWIN CREEKS DEVELOPMENT COMPANY, LLC
68	372W03BC201	10991725	TWIN CREEKS DEVELOPMENT COMPANY, LLC
69	372W03CA107	10985595	TWIN CREEKS DEVELOPMENT COMPANY, LLC
70	372W03BD3700	10986376	TWIN CREEKS DEVELOPMENT COMPANY, LLC
71	372W03CB6600	10986445	TWIN CREEKS DEVELOPMENT COMPANY, LLC
72	372W03BC354	10998395	TWIN CREEKS DEVELOPMENT COMPANY, LLC
73	372W03BC316	10998387	TWIN CREEKS DEVELOPMENT COMPANY, LLC
74	372W03BC318	10998389	TWIN CREEKS DEVELOPMENT COMPANY, LLC
75	372W03BC319	10998390	TWIN CREEKS DEVELOPMENT COMPANY, LLC
76	372W03BC303	10998373	TWIN CREEKS DEVELOPMENT COMPANY, LLC
77	372W03BC300	10633036	TWIN CREEKS DEVELOPMENT COMPANY, LLC
78	372W03BC310	10998381	TWIN CREEKS DEVELOPMENT COMPANY, LLC
79	372W03BC308	10998379	TWIN CREEKS DEVELOPMENT COMPANY, LLC
80	372W03BC309	10998380	TWIN CREEKS DEVELOPMENT COMPANY, LLC
81	372W03BC306	10998377	TWIN CREEKS DEVELOPMENT COMPANY, LLC
82	372W03BC305	10998376	TWIN CREEKS DEVELOPMENT COMPANY, LLC
83	372W03BC307	10998378	TWIN CREEKS DEVELOPMENT COMPANY, LLC
84	372W03BC100	10883813	TWIN CREEKS DEVELOPMENT COMPANY, LLC

EXHIBIT "A"

No.	ASSESSORS TAX LOT NO.	ASSESSORS ACCOUNT NO.	FEE OWNER
85	372W03BC200	10196414	TWIN CREEKS DEVELOPMENT COMPANY, LLC
86	372W03DC3303	10985506	TWIN CREEKS DEVELOPMENT COMPANY, LLC
87	372W03C208	10782603	TWIN CREEKS DEVELOPMENT COMPANY, LLC
88	372W03CB5700	10984649	TWIN CREEKS DEVELOPMENT COMPANY, LLC



Legend

TWIN CREEK DEVELOP CO LLC

Date: 12/20/2013

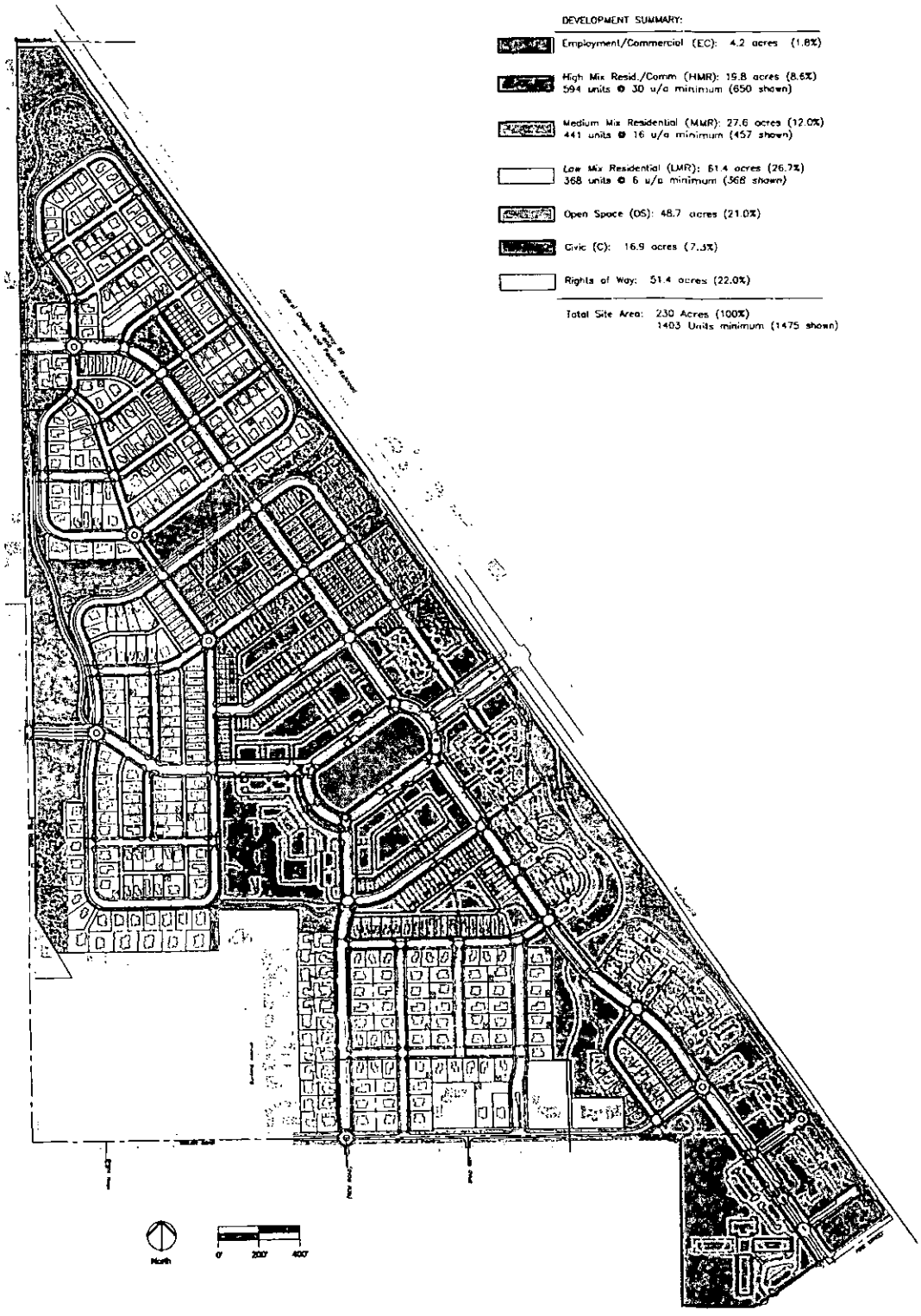
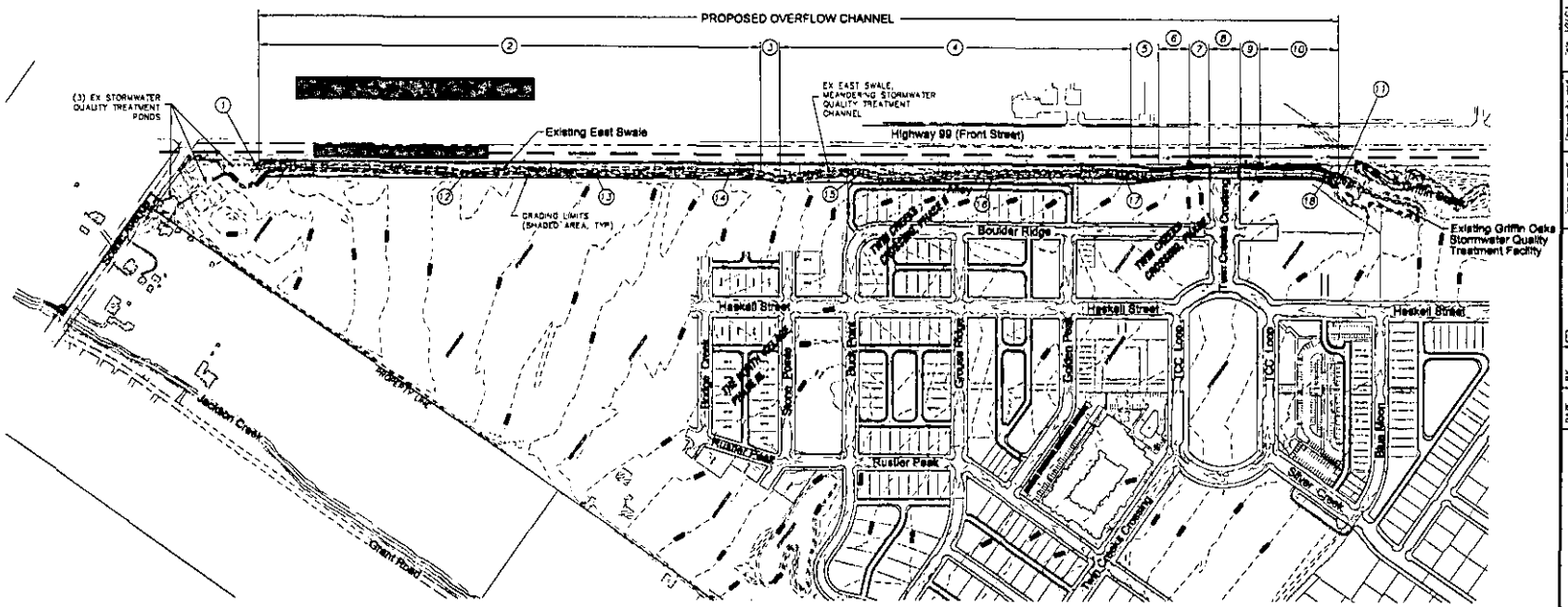


Exhibit 18, Land Use Plan

EXHIBIT "B"



PROPOSED OVERFLOW CHANNEL

Construction Notes:

1. Station 0+00
   Begin Channel Grading on Both Sides of Ex East Swale Stormwater Channel
   (64-ft top width, 1212.00 beginning bench elev)
   See Sheet 4 for Additional Details
2. Station 0+00 to Station 16+08.40
   Construct 64-ft top width Channel on Both Sides of Ex East Swale Stormwater Channel
   See Sheet 4 for Additional Details
3. Station 16+09.40 to Station 18+80.88
   Construct Tapered Channel Section on Both Sides of Ex East Swale Stormwater Channel
   (64-ft top width to 75-ft top width)
   See Sheet 4 for Additional Details
4. Station 18+80.88 to Station 21+50.00
   Construct 75-ft top width Channel on Both Sides of Ex East Swale Stormwater Channel
   See Sheet 4 for Additional Details
5. Station 21+50.00 to Station 23+50.00
   Construct Tapered Channel Section
   (75-ft top width with benches to 22-ft bottom width with sloped sides)
   See Sheet 4 for Additional Details
6. Station 23+50.00 to Station 33+61.85
   Construct 22-ft bottom width
   Channel at 0.36% Ave Slope
   See Sheets 2, 3, & 4 for Additional Details
7. Station 33+61.85 to Station 34+33.00
   Construct Tapered Channel Section
   (22-ft bottom width to 40-ft bottom width)
   Channel at 0.36% Ave Slope
   See Sheets 2, 3, & 4 for Additional Details
8. Station 34+33.00 to Station 35+44.20
   Install Culvert Crossing for Future Roadway
   See Sheets 2, 3, & 4 for Additional Details
9. Station 35+44.20 to Station 36+14.21
   Construct Tapered Channel Section
   (40-ft bottom width to 22-ft bottom width)
   Channel at 0.06% Ave Slope
   See Sheets 2, 3, & 4 for Additional Details
10. Station 36+14.25 to Station 38+04.61
    Construct 22-ft bottom width
    Channel at 0.06% Ave Slope
    See Sheets 2, & 4 for Additional Details
11. Station 38+04.61
    End Channel Grading
    (22-ft bottom width)
    See Sheets 2, & 4 for Additional Details
12. Station 7+38.13
    Ex East Swale Stormwater Control Weir #1
    Ex Top of Weir Elev = 1234.44
    New Bench Elev = 1234.00
13. Station 13+12.13
    Ex East Swale Stormwater Control Weir #2
    Ex Top of Weir Elev = 1238.84
    New Bench Elev = 1238.00
14. Station 15+82.23
    Ex East Swale Stormwater Control Weir #3
    Ex Top of Weir Elev = 1238.14
    New Bench Elev = 1238.50
15. Station 21+73.92
    Ex East Swale Stormwater Control Weir #4
    Ex Top of Weir Elev = 1242.24
    New Bench Elev = 1242.50
16. Station 28+51.54
    Ex East Swale Stormwater Control Weir #5
    Ex Top of Weir Elev = 1245.24
    New Bench Elev = 1245.00
17. Station 31+37.02
    Ex East Swale Stormwater Control Weir #6
    Ex Top of Weir Elev = 1247.69
    New Bench Elev = 1247.00
18. Station 38+37.08
    Proposed Griffin Oaks Stormwater Control Weir
    Proposed Top of Weir Elev = 1248.30

INDEX OF SHEETS

SHEET NO	DESCRIPTION
1	Overview – Proposed Overflow Channel
2	Upper Channel Plan and Profile
3	Culvert Plan and Profile
4	Channel Typical Sections/Culvert Headwall Elevation
E1	Erosion Control Plan – Lower Channel
E2	Erosion Control Plan – Upper Channel
E3	Erosion Control Notes and Details

CONTACTS

HYDRAULIC ENGINEER
PETER BROOKS, PE
NORTHWEST HYDRAULIC CONSULTANTS
16300 CHRISTENSEN ROAD, SUITE 330
SEATTLE, WA 98188-3422
(206) 241-0050

CIVIL ENGINEER
MATT SUBPRALIRY, PE
WHETSTONE ENGINEERING, INC.
8081 DORFIOT WAY
CENTRAL POINT, OR 97502
(541) 664-9664

CENTRAL POINT
STEPHANIE WOOLSEY, CPM
140 S. THIRD STREET
CENTRAL POINT, OREGON 97502
(541) 664-7482 EXT. 344

SURVEYOR
HERB FARBER, PLS
FARBER SURVEYING
631 OAK STREET
CENTRAL POINT, OR 97502
(541) 664-8495

DEVELOPER
BRET HOOPS
TWIN CREEKS DEVELOPMENT CO., LLC
PO BOX 3977
CENTRAL POINT, OR 97502
(541) 665-8407

Conceptual Plans Not for Construction

DATUM
North American Vertical Datum of 1988 (NAVD 88)

GRAPHIC SCALE
0 200' 400'
SCALE: 1"=200'

WHETSTONE ENGINEERING, INC.
OFFICE: (541) 664-9664
FAX: (541) 664-9665
1005 E. PINE STREET, SUITE 107
CENTRAL POINT, OREGON 97502

REGISTERED PROFESSIONAL ENGINEER
OREGON
JULY 29, 2003
MATTHEW C. DUSTHEIMER

RENEWAL DATE 12/31/13

NO.	REVISION	DATE	BY

APPROVED BY:
APPROVED BY:

CALL 48 HOURS BEFORE YOU DIG

IF THIS LINE IS NOT 1 INCH SCALE IS NOT AS SHOWN

CITY OF CENTRAL POINT

GRIFFIN CREEK OVERFLOW FLOOD MITIGATION PLAN

Conditional Letter of Map Revision

Overview - Proposed Overflow Channel

SHEET NO. 1

EXHIBIT "C"

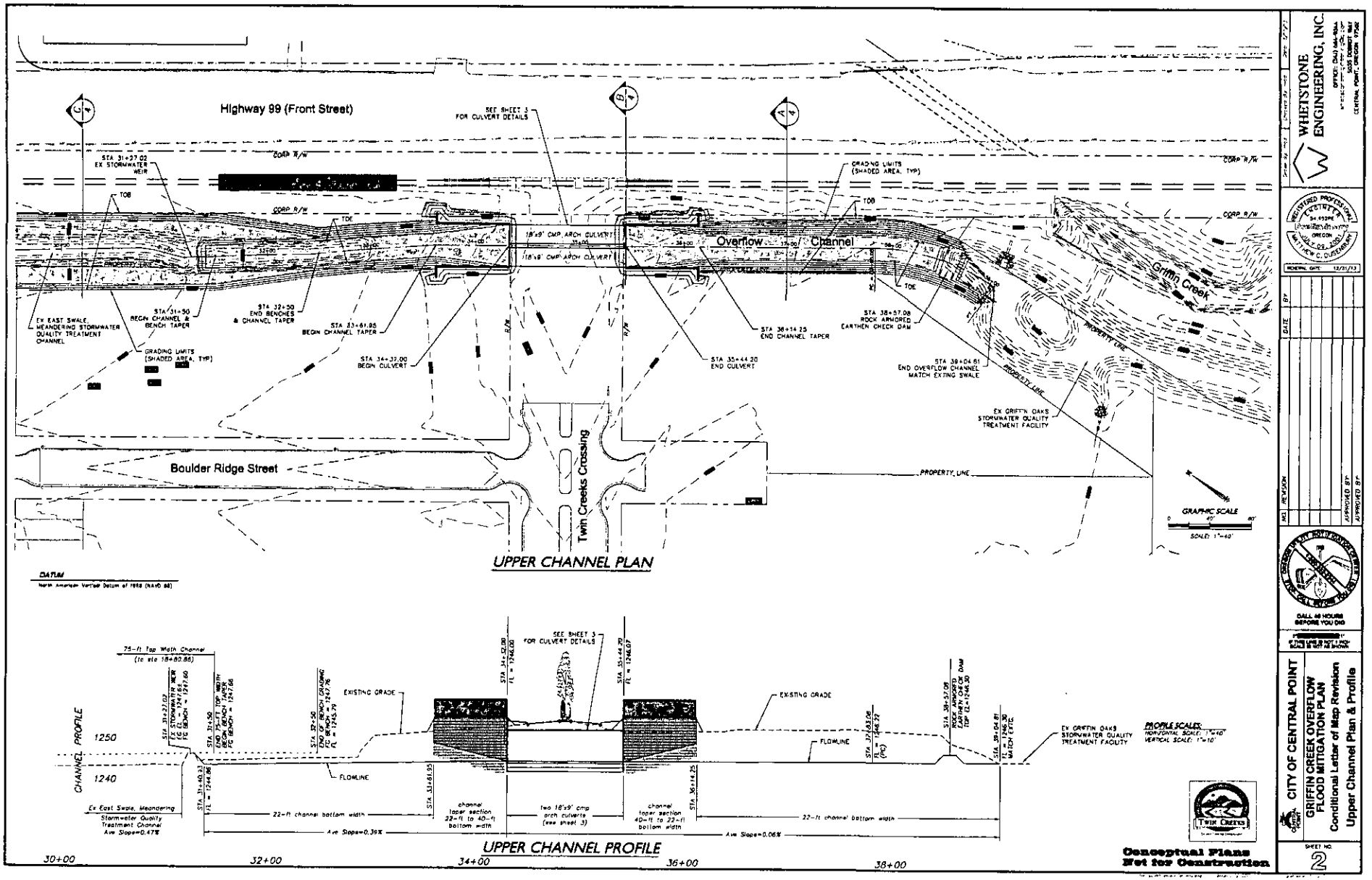

Highway 99 (Front Street)
Boulder Ridge Street
Twin Creeks Crossing
Overflow Channel
Griffin Creek
UPPER CHANNEL PLAN
UPPER CHANNEL PROFILE
DATUM
North American Vertical Datum of 1988 (NAVD 88)
GRAPHIC SCALE
SCALE: 1"=40'
PROFILE SCALE:
HORIZONTAL SCALE: 1"=40'
VERTICAL SCALE: 1"=10'
Conceptual Plans
Not for Construction
WHETSTONE ENGINEERING, INC.
CITY OF CENTRAL POINT
GRIFFIN CREEK OVERFLOW FLOOD MITIGATION PLAN
Conditional Letter of Map Revision
Upper Channel Plan & Profile
SHEET NO.
2

EXHIBIT "C"

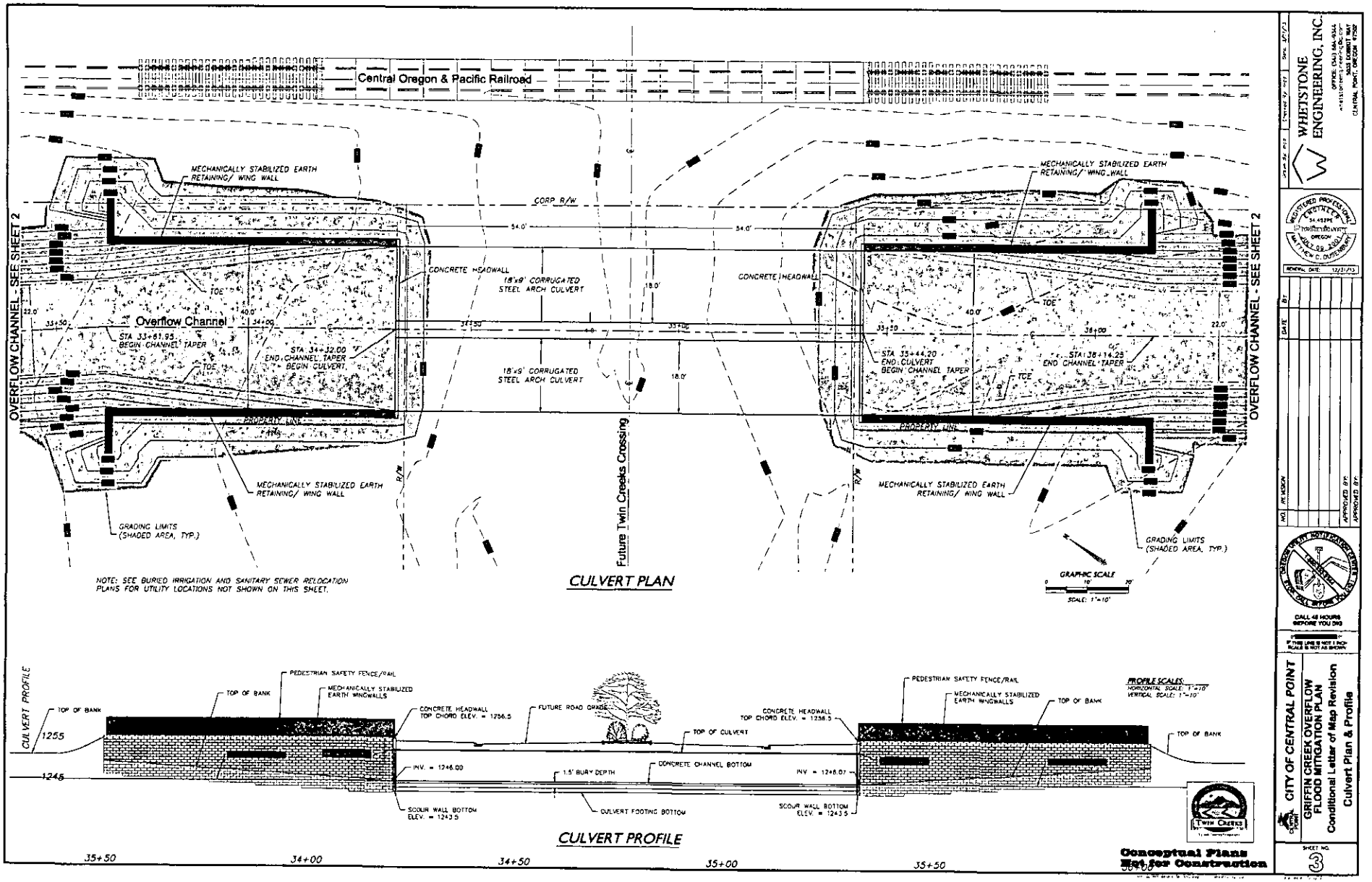
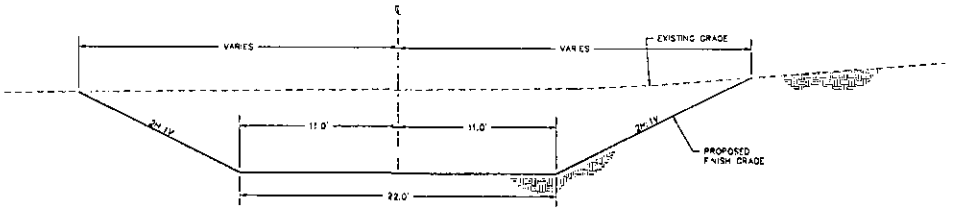
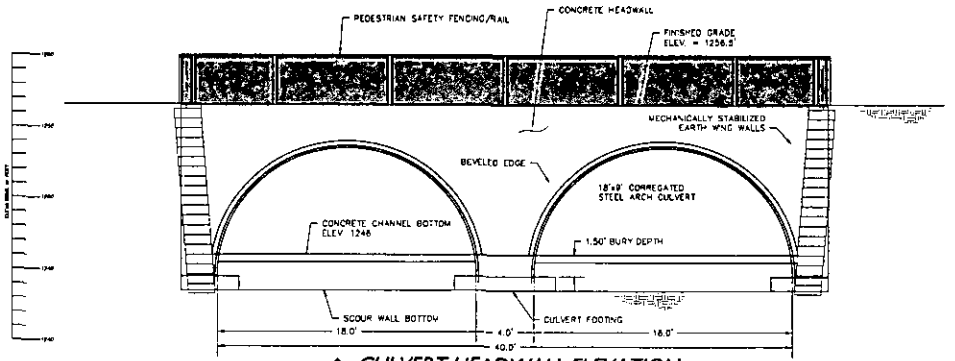

Central Oregon & Pacific Railroad
MECHANICALLY STABILIZED EARTH RETAINING/ WING WALL
CORP. R/W
54.0'
CONCRETE HEADWALL
18'x9' CORRUGATED STEEL ARCH CULVERT
18.0'
22.0'
40.0'
35+50
34+00
Overflow Channel
STA 33+61.95 BEGIN CHANNEL TAPER
STA 34+32.00 END CHANNEL TAPER BEGIN CULVERT
TOE
PROPERTY LINE
R/W
GRADING LIMITS (SHADED AREA, TYP.)
OVERFLOW CHANNEL - SEE SHEET 2
Future Twin Creeks Crossing
STA 35+44.20 END CULVERT BEGIN CHANNEL TAPER
STA 38+14.25 END CHANNEL TAPER
38+00
NOTE: SEE BURIED IRRIGATION AND SANITARY SEWER RELOCATION PLANS FOR UTILITY LOCATIONS NOT SHOWN ON THIS SHEET.
CULVERT PLAN
GRAPHIC SCALE
SCALE: 1"=10'
CULVERT PROFILE
1255
1245
TOP OF BANK
PEDESTRIAN SAFETY FENCE/RAIL
MECHANICALLY STABILIZED EARTH WINGWALLS
CONCRETE HEADWALL TOP CHORD ELEV. = 1256.5
FUTURE ROAD GRADE
TOP OF CULVERT
INV. = 1246.00
1.5' BURY DEPTH
CONCRETE CHANNEL BOTTOM
INV. = 1246.07
SCOUR WALL BOTTOM ELEV. = 1243.5
CULVERT FOOTING BOTTOM
PROFILE SCALES:
HORIZONTAL SCALE: 1"=10'
VERTICAL SCALE: 1"=10'
CULVERT PROFILE
Conceptual Plans Not for Construction
WHETSTONE ENGINEERING, INC.
CALL 48 HOURS BEFORE YOU DIG
CITY OF CENTRAL POINT
GRIFFIN CREEK OVERFLOW FLOOD MITIGATION PLAN
Conditional Letter of Map Revision
Culvert Plan & Profile
SHEET NO.
3

EXHIBIT "C"



TYPICAL CHANNEL SECTION - STATION 32+50 TO CROSSING & ABOVE

Scale: 1/4"=1'

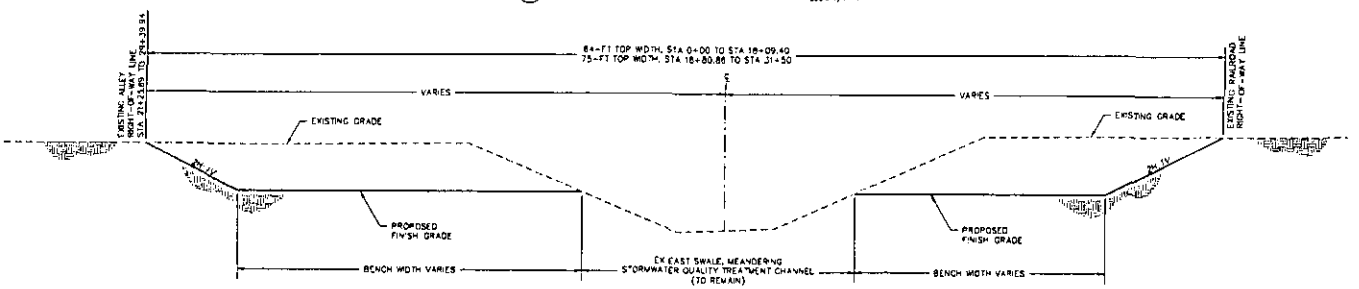


CULVERT HEADWALL ELEVATION

Scale: 1/4"=1'

GRAPHIC SCALE

SCALE: 1"=4'



TYPICAL CHANNEL SECTION - STATION 0+00 TO 31+50

Scale: 1/4"=1'

Conceptual Plans Not for Construction

WHETSTONE ENGINEERING, INC.

OFFICE: (541) 664-9344
WHETSTONEENGINEERING@GMAIL.COM
2033 DOBBIN WAY
CENTRAL POINT, OREGON 97502

REGISTERED PROFESSIONAL ENGINEER
OREGON
MATTHEW C. DUSCHENSKY

GENERAL DATE: 12/31/13

NO.	REVISION	DATE	BY	APPROVED BY

CALL 48 HOURS BEFORE YOU DIG

IF THIS LINE IS NOT 1 INCH SCALE IS NOT AS SHOWN

CITY OF CENTRAL POINT

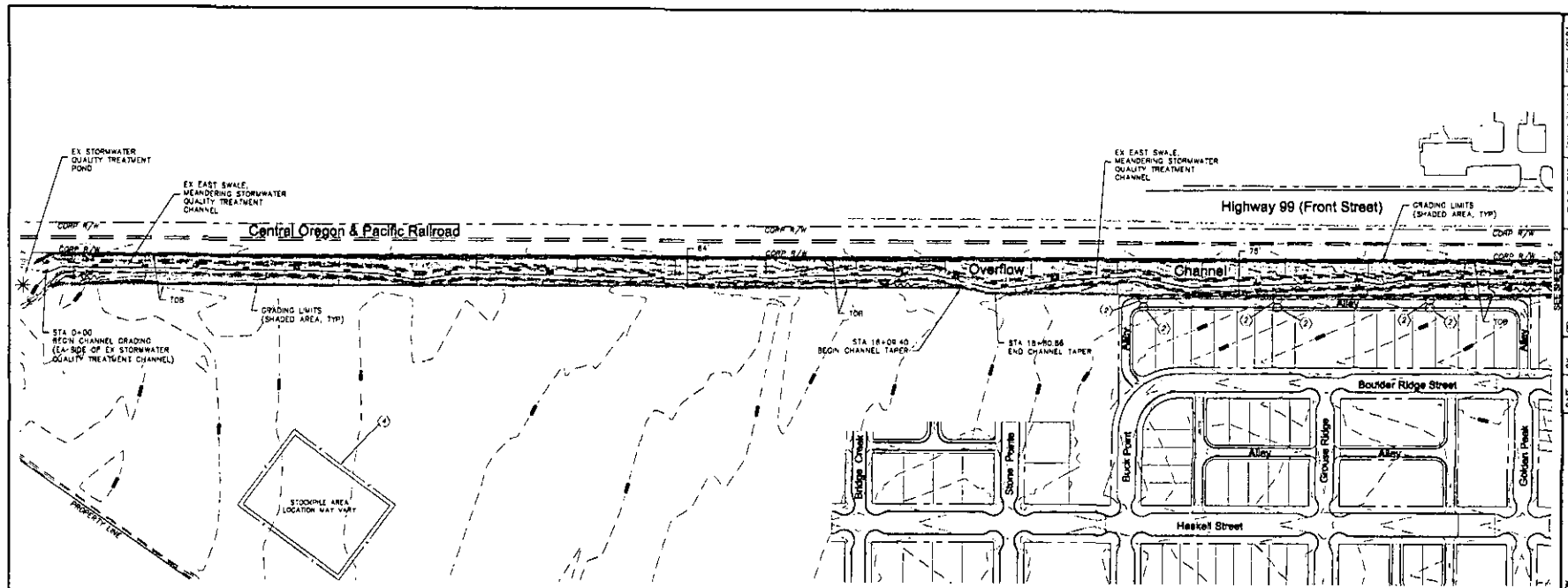
GRIFFIN CREEK OVERFLOW FLOOD MITIGATION PLAN

Conditional Letter of Map Revision

Typ Channel Sec/Culvert Headwall Elev

SHEET NO 4

EXHIBIT "C"



EROSION AND SEDIMENT CONTROL PLAN - LOWER CHANNEL

GRAPHIC SCALE
0 100' 200'
SCALE: 1"=100'

SEEDING NOTES:

ALL DISTURBED AREAS SHALL BE HYDROSEEDED WITH THE FOLLOWING SEED MIX:

- 35% HARD FESCUE, 35% SHEEP FESCUE, 20% ANNUAL RYE, AND 10% CANADA BLUEGRASS.

SEED SHALL BE APPLIED AT A MINIMUM RATE OF 75 LBS/ACRE.

THE CONTRACTOR SHALL APPLY A COMMERCIALLY PREPARED FERTILIZER WITH THE ANALYSIS OF 16-20-0-14, APPLIED AT A RATE OF 250 LBS/ACRE.

MULCH SHALL BE APPLIED AT A RATE OF 2000 LBS/ACRE. MULCH SHALL BE VIRGIN WOOD CELLULOSE FIBER SPECIFICALLY PROCESSED AS A HYDROSEEDING MULCH AND CONTAIN NO GROWTH OR GERMINATION INHIBITING FACTORS

TACKIFIER SHALL BE APPLIED AT THE RATE OF 40 POUNDS PER ACRE.

EROSION CONTROL NOTES

(1) ROCKED CONSTRUCTION ENTRANCE FOR 100' MINIMUM TO PREVENT TRACKING OF SOIL ONTO ROADWAY, 8" MIN. THICKNESS OF SHALE ON FILTER FABRIC. LINE AND GRADE SHALL CONFORM TO FUTURE ROAD IMPROVEMENTS. SEE SHEET ODOT STD. DWG RD1000.

(2) STORM DRAIN INLETS SHALL BE PROTECTED BY CURB SOCK INLET PROTECTION (TYPE 4). SEE SHEET ODOT STD. DWG. 1015. ALTERNATE: GRATE INLETS SHALL BE PROTECTED BY TYPE 2-4. SEE ODOT STD. DWG. RD1010

(3) INSTALL CHECK DAM SEE ODOT STD. DWG. RD 1005

(4) INSTALL SEDIMENT FENCE. SEE ODOT STD. DWG. RD1040

LEGEND

- STORM DRAIN INLET PROTECTION
- DIRECTION OF FLOW
- DISCHARGE POINT
- STAGING AREA OR MATERIAL STORAGE
- CONCRETE WASHOUT
- CHECK DAM
- SEDIMENT FENCE

CONTOURS

CONTOUR INTERVAL = 1'
INDEX INTERVAL = 5'
EXISTING GROUND — — ELEV — —
FINISHED GROUND ——— ELEV ———

SEE SHEET E3 FOR ESPC NOTES

Conceptual Plans Not for Construction

WHETSTONE ENGINEERING, INC.
OFFICE: (541) 944-9064
WWW.WHETSTONEENGINEERING.COM
1455 DOWNEY WAY
CENTRAL POINT, OREGON 97502

REGISTERED PROFESSIONAL ENGINEER
OREGON
JULY 29, 2003
MATTHEW C. DUSENBERY

REVISED DATE 12/31/13

NO.	REVISION	DATE	BY

APPROVED BY:
APPROVED BY:

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CITY OF CENTRAL POINT

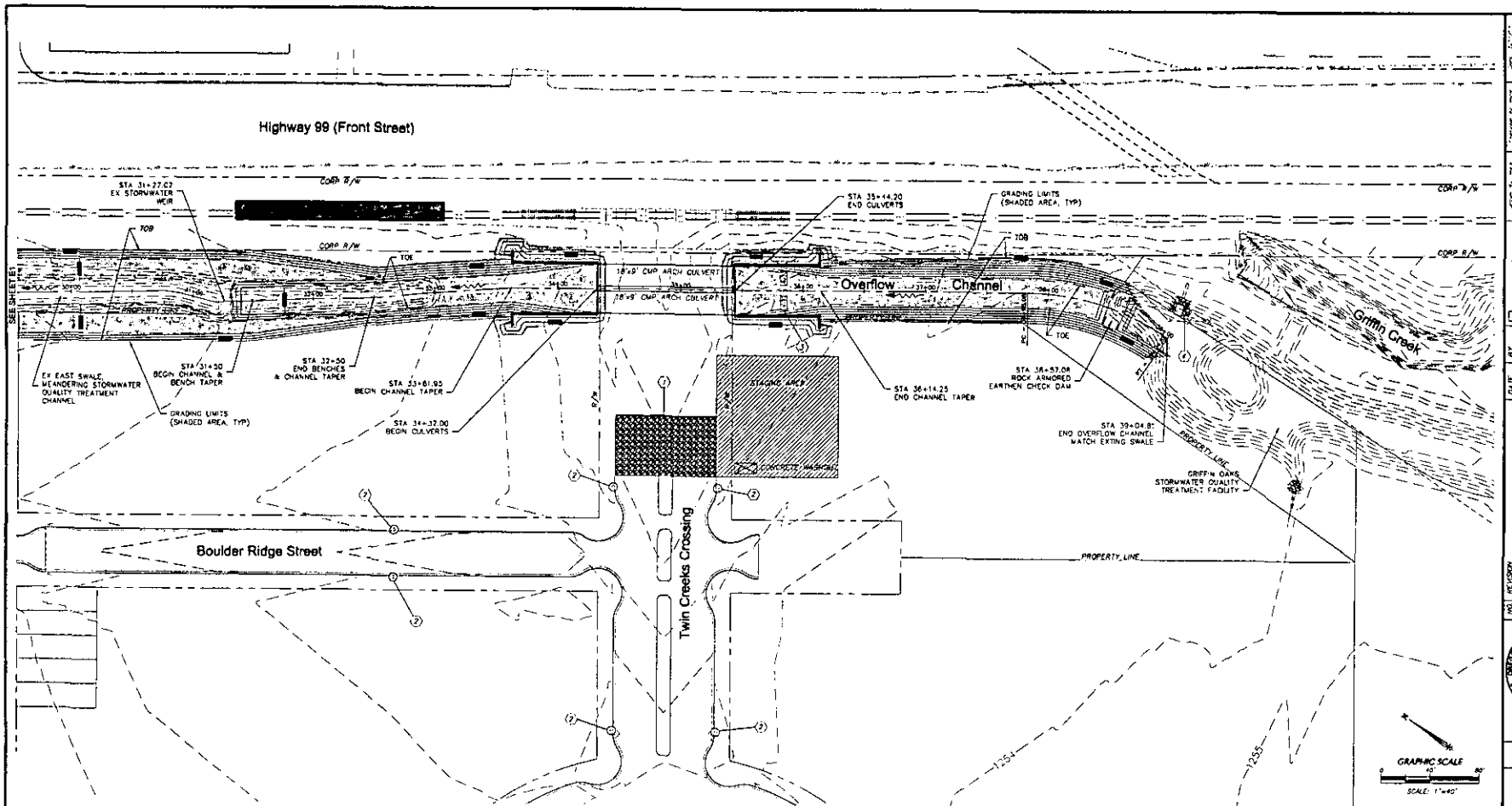
GRIFFIN CREEK OVERFLOW FLOOD MITIGATION PLAN

Conditional Letter of Map Revision

Erosion & Sediment Control Plan - Lower Channel

SHEET NO. C1

EXHIBIT "C"



EROSION AND SEDIMENT CONTROL PLAN - UPPER CHANNEL

SEEDING NOTES:

ALL DISTURBED AREAS SHALL BE HYDROSEEDED WITH THE FOLLOWING SEED MIX:

- 35% HARD FESCUE, 35% SHEEP FESCUE, 20% ANNUAL RYE, AND 10% CANADA BLUEGRASS.

SEED SHALL BE APPLIED AT A MINIMUM RATE OF 75 LBS/ACRE.

THE CONTRACTOR SHALL APPLY A COMMERCIALLY PREPARED FERTILIZER WITH THE ANALYSIS OF 18-20-0-14, APPLIED AT A RATE OF 250 LBS/ACRE.

MULCH SHALL BE APPLIED AT A RATE OF 2000 LBS/ACRE. MULCH SHALL BE VIRGIN WOOD CELLULOSE FIBER SPECIFICALLY PROCESSED AS A HYDROSEEDING MULCH AND CONTAIN NO GROWTH OR GERMINATION INHIBITING FACTORS

TACKIFIER SHALL BE APPLIED AT THE RATE OF 40 POUNDS PER ACRE.

EROSION CONTROL NOTES

1. ROCKED CONSTRUCTION ENTRANCE FOR 100' MINIMUM TO PREVENT TRACKING OF SOIL ONTO ROADWAY. 8" MIN. THICKNESS OF SHALE ON FILTER FABRIC LINE AND GRADE SHALL CONFORM TO FUTURE ROAD IMPROVEMENTS. SEE SHEET ODOT STD. DWG. R01000
2. STORM DRAIN INLETS SHALL BE PROTECTED BY CURB SOCK INLET PROTECTION (TYPE 4). SEE SHEET ODOT STD. DWG. 1015 ALTERNATE: GRATE INLETS SHALL BE PROTECTED BY TYPE 2-4. SEE ODOT STD. DWG. R01010
3. INSTALL CHECK DAM SEE ODOT STD. DWG. RD 1005
4. INSTALL SEDIMENT FENCE. SEE ODOT STD. DWG. R01040

LEGEND

- STORM DRAIN INLET PROTECTION
- DIRECTION OF FLOW
- DISCHARGE POINT
- STAGING AREA OR MATERIAL STORAGE
- CONCRETE WASHOUT
- CHECK DAM
- SEDIMENT FENCE

CONTOURS

CONTOUR INTERVAL = 1'
INDEX INTERVAL = 5'
EXISTING GROUND — — ELEV — —
FINISHED GROUND ——— ELEV ———

SEE SHEET E3 FOR ESPC NOTES

Conceptual Plans Not for Construction

WHETSTONE ENGINEERING, INC.

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APPROVED BY:

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CITY OF CENTRAL POINT

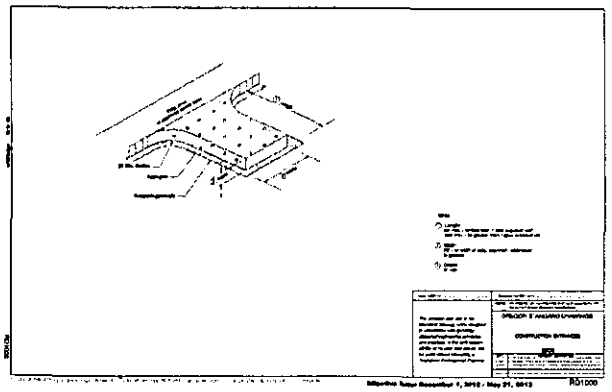
GRIFFIN CREEK OVERFLOW FLOOD MITIGATION PLAN

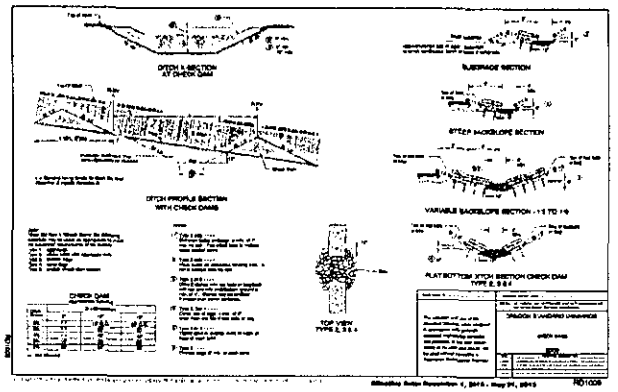
Conditional Letter of Map Revision

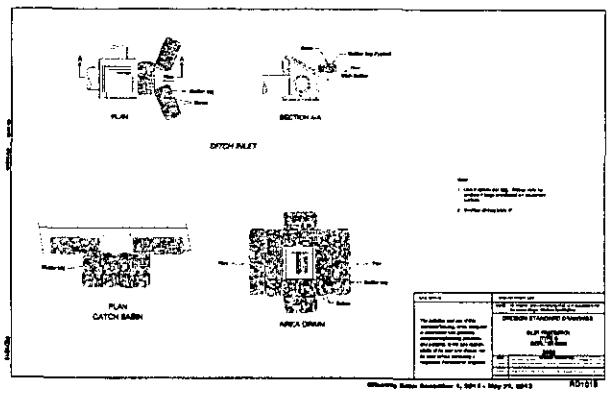
Erosion & Sediment Control Plan - Upper Channel

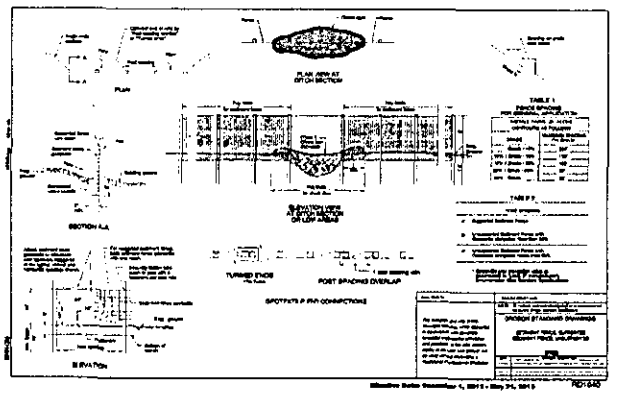
SHEET NO. E2

EXHIBIT "C"









STANDARD NOTES FOR EROSION CONTROL PLANS

1. APPROVAL OF THIS EROSION/SEDIMENTATION CONTROL (ESC) PLAN DOES NOT CONSTITUTE AN APPROVAL OF PERMANENT ROAD OR DRAINAGE DESIGN (E.G. SIZE AND LOCATION OF ROADS, PIPES, RESTRICTORS, CHANNELS, RETENTION FACILITIES, UTILITIES, ETC.).

2. THE IMPLEMENTATION OF THESE ESC PLANS AND THE CONSTRUCTION, MAINTENANCE, REPLACEMENT, AND UPGRADING OF THESE ESC FACILITIES IS THE RESPONSIBILITY OF THE APPLICANT/CONTRACTOR UNTIL ALL CONSTRUCTION IS COMPLETED AND APPROVED AND VEGETATION/LANDSCAPING IS ESTABLISHED.

3. THE BOUNDARIES OF THE CLEARING LIMITS SHOWN ON THIS PLAN SHALL BE CLEARLY FLAGGED IN THE FIELD PRIOR TO CONSTRUCTION. DURING THE CONSTRUCTION PERIOD, NO DISTURBANCE BEYOND THE FLAGGED CLEARING LIMITS SHALL BE PERMITTED. THE FLAGGING SHALL BE MAINTAINED BY THE APPLICANT/CONTRACTOR FOR THE DURATION OF CONSTRUCTION.

4. THE ESC FACILITIES SHOWN ON THIS PLAN ARE THE MINIMUM REQUIREMENTS FOR ANTICIPATED SITE CONDITIONS. DURING THE CONSTRUCTION PERIOD, THESE ESC FACILITIES SHALL BE UPGRADED AS NEEDED FOR UNEXPECTED STORM EVENTS AND TO ENSURE THAT SEDIMENT AND SEDIMENT-LADEN WATER DO NOT LEAVE THE SITE.

5. THE ESC FACILITIES SHALL BE INSPECTED DAILY BY THE APPLICANT/CONTRACTOR AND MAINTAINED AS NECESSARY TO ENSURE THEIR CONTINUED FUNCTIONING.

6. THE ESC FACILITIES ON INACTIVE SITES SHALL BE INSPECTED AND MAINTAINED A MINIMUM OF ONCE A MONTH OR WITHIN THE 48 HOURS FOLLOWING A STORM EVENT.

7. AT NO TIME SHALL MORE THAN ONE FOOT OF SEDIMENT BE ALLOWED TO ACCUMULATE WITHIN A TRAPPED CATCH BASIN. ALL CATCH BASINS AND CONVEYANCE LINES SHALL BE CLEANED PRIOR TO PAVING. THE CLEANING OPERATION SHALL NOT FLUSH SEDIMENT LADEN WATER INTO THE DOWNSTREAM SYSTEM.

8. STABILIZED CONSTRUCTION ENTRANCES SHALL BE INSTALLED AT THE BEGINNING OF CONSTRUCTION AND MAINTAINED FOR THE DURATION OF THE PROJECT. ADDITIONAL MEASURES MAY BE REQUIRED TO INSURE THAT ALL PAVED AREAS ARE KEPT CLEAN FOR THE DURATION OF THE PROJECT.

STANDARD NOTES FOR SEDIMENT FENCES

1. THE FILTER FABRIC SHALL BE PURCHASED IN A CONTINUOUS ROLL CUT TO THE LENGTH OF THE BARRIER TO AVOID THE USE OF JOINTS. WHEN THE JOINTS ARE NECESSARY, FILTER CLOTH SHALL BE SPLICED TOGETHER ONLY AT A SUPPORT POST, WITH A MINIMUM 6 INCH OVERLAP, AND BOTH ENDS SECURELY FASTENED TO THE POST.

2. THE FILTER FABRIC SHALL BE INSTALLED TO FOLLOW THE CONTOURS WHERE FEASIBLE. THE FENCE POSTS SHALL BE SPACED A MAXIMUM OF 8 FEET APART AND DRIVEN SECURELY INTO THE GROUND A MINIMUM OF 24 INCHES.

3. WHEN STANDARD STRENGTH FILTER FABRIC IS USED, A WIRE SUPPORT FENCE SHALL BE FASTENED SECURELY TO THE UPSLOPE SIDE OF THE POSTS USING HEAVY-DUTY WIRE STAPLES AT LEAST 1 INCH LONG, TIE WIRE OR HOG RINGS. THE WIRE SHALL EXTEND INTO THE TRENCH A MINIMUM OF 4 INCHES AND SHALL NOT EXTEND MORE THAN 36 INCHES ABOVE THE ORIGINAL GROUND SURFACE.

4. THE STANDARD STRENGTH FILTER FABRIC SHALL BE STAPLED OR WIRED TO THE FENCE, AND 12 INCHES OF THE FABRIC SHALL BE EXTENDED INTO THE TRENCH. THE FABRIC SHALL NOT EXTEND MORE THAN THE 36 INCHES ABOVE THE ORIGINAL GROUND SURFACE. FILTER FABRIC SHALL NOT BE STAPLED TO EXISTING TREES.

5. WHEN EXTRA-STRENGTH FILTER FABRIC AND CLOSER POST SPACING ARE USED, THE WIRE MESH SUPPORT FENCE MAY BE ELIMINATED. IN SUCH A CASE, THE FILTER FABRIC IS STAPLED OR WIRED DIRECTLY TO THE POSTS WITH ALL OTHER PROVISIONS OF THE ABOVE STANDARD NOTE FOR STANDARD STRENGTH FILTER FABRIC APPLYING.

6. SEDIMENT FENCES SHALL BE REMOVED WHEN THEY HAVE SERVED THEIR USEFUL PURPOSE, BUT NOT BEFORE THE UPSLOPE AREA HAS BEEN PERMANENTLY STABILIZED.

7. SEDIMENT FENCES SHALL BE INSPECTED BY APPLICANT/CONTRACTOR IMMEDIATELY AFTER EACH RAINFALL AND AT LEAST DAILY DURING PROLONGED RAINFALL. ANY REQUIRED REPAIRS SHALL BE MADE IMMEDIATELY.

8. AT NO TIME SHALL MORE THAN ONE FOOT DEPTH OF SEDIMENT BE ALLOWED TO ACCUMULATE BEHIND A SEDIMENT FENCE. SEDIMENT SHOULD BE REMOVED OR REGRADED INTO SLOPES, AND THE SEDIMENT FENCES REPAIRED AND RE-ESTABLISHED AS NEEDED.

GENERAL NOTES

1. EROSION CONTROL MEASURES ARE TO BE IN PLACE PRIOR TO CONSTRUCTION ACTIVITIES OCCURRING, OR THAT THEY WILL BE INSTALLED AS SOON AS A STRUCTURE WHICH SHOULD BE PROTECTED IS COMPLETE.

2. NO AREAS OF SOIL STORAGE AND/OR WASTE IS ANTICIPATED ON-SITE.

3. THE CONTRACTOR SHALL BE RESPONSIBLE TO MAINTAIN AND/OR IMPROVE EROSION CONTROL MEASURES TO PREVENT VISIBLE OR MEASURABLE EROSION FROM LEAVING THE CONSTRUCTION SITE DEFINED AS:
   A. DEPOSITS OF MUD, DIRT, SEDIMENT OR SIMILAR MATERIAL EXCEEDING 1/2 C.F. IN VOLUME IN ANY AREA OF 100 S.F. OR LESS ON PUBLIC OR PRIVATE STREETS, ADJACENT PROPERTY, OR INTO THE STORM & SURFACE WATER SYSTEM, EITHER BY DIRECT DEPOSIT, DROPPING, DISCHARGE, OR AS A RESULT OF THE ACTION OF EROSION; OR
   B. EVIDENCE OF CONCENTRATED FLOWS OF WATER OVER BARE SOILS, TURBID OR SEDIMENT LADEN FLOWS, OR EVIDENCE OF ON-SITE EROSION SUCH AS RIVULETS ON BARE SOIL SLOPES, WHERE THE FLOW OF WATER IS NOT FILTERED OR CAPTURED ON THE SITE USING THE TECHNIQUES IN THE APPROVED EROSION CONTROL PLAN, OR EARTH SLIDES, MUD FLOWS, EARTH SLOUCHING, OR
   C. OTHER EARTH MOVEMENT WHICH LEAVES THE PROPERTY. IF YOU HAVE ANY QUESTIONS ABOUT THE PERMIT REQUIREMENTS, PLEASE CONTACT THE DEQ AT (503) 229-5256 OR TOLL FREE INSIDE OREGON AT 1-800-452-4011.

4. WHEN TRUCKING SATURATED SOILS FROM THE SITE, EITHER TIGHT TRUCKS MUST BE USED OR LOADS SHALL BE REQUIRED TO DRAIN UNTIL DRIPPING HAS BEEN REDUCED TO LESS THAN 1 GALLON PER HOUR BEFORE LEAVING THE SITE.

5. NATURE OF CONSTRUCTION ACTIVITY IS FOR CONSTRUCTION OF A STORMWATER OVERFLOW CHANNEL FOR FUTURE RESIDENTIAL CONSTRUCTION.

6. TOTAL AREA TO BE DISTURBED IS < 4.5 ACRE.

7. THE CONTRACTOR SHALL PROVIDE A PROJECT SCHEDULE AND PROPOSED SCHEDULE FOR IMPLEMENTATION OF THE EROSION CONTROL TO THE ENGINEER FOR APPROVAL PRIOR TO STARTING CONSTRUCTION. THE PERMIT CONTROLLING THE EROSION CONTROL MEASURES SHALL BE IN THE OWNERS NAME AND THEREBY BECOMES HIS RESPONSIBILITY.

8. IF THERE WILL BE MORE THAN 25 CONSTRUCTION VEHICLE TRIPS PER DAY ON ANY OF THE INTERIOR ROADS, THEY SHOULD BE GRAVELED.

9. ALL UNSURFACED AREAS ARE TO RECEIVE SEED, MULCH, & IRRIGATION UNTIL A HEALTHY STAND OF GRASS IS OBTAINED.

10. ALL AREAS IN THE DEVELOPMENT ARE SUBJECT TO GRADING. GRADING OF THE SITE WILL NOT CHANGE THE NATURAL DRAINAGE PATTERN OF THE SITE.

EROSION CONTROL NOTES AND DETAILS

Conceptual Plans Not for Construction

WHETSTONE ENGINEERING, INC.
OFFICE: (541) 664-5344
FAX: (541) 664-5347
E-MAIL: WHETSTONE@MAIL.MAP.NET
CENTRAL POINT, OREGON 97502

REGISTERED PROFESSIONAL ENGINEER
OREGON
MATTHEW C. DUSEK

GENERAL DATE: 12/31/12

NO.	REVISION	DATE	BY

APPROVED BY:
APPROVED BY:

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CITY OF CENTRAL POINT
GRIFFIN CREEK OVERFLOW FLOOD MITIGATION PLAN
Conditional Letter of Map Revision
Erosion Control Notes & Details

SHEET NO. E3

EXHIBIT "C"

Memorandum

Northwest Hydraulic Consultants
16300 Christensen Road, Suite 350
Seattle, WA 98188
206.241.6000
206.439.2420 (fax)

DATE:	August 5, 2013	NHC PROJECT: 200044
TO:	Bret Moore	
COMPANY/AGENCY:	Twin Creeks Development Company, LLC	
FROM:	Peter Brooks, P.E.	
SUBJECT:	FEMA Conditional Letter of Map Revision Application for the Twin Creeks Development Project	

Introduction

Northwest Hydraulic Consultants Inc. (NHC) has been retained by the Twin Creeks Development Company LLC (TCDC) to prepare a Conditional Letter of Map Revision (CLOMR) application package for the Twin Creeks Development in the City of Central Point, Jackson County, Oregon (FEMA Community Number 410092). The Twin Creeks Development is located along a recently designated FEMA 100-year floodplain (Zone AE), with regulatory floodway, which became effective with the adoption of the Jackson County Flood Insurance Study (FIS) in May, 2011 (FEMA, 2011). The floodplain within the development is an overflow path that connects the left overbank of Griffin Creek to the right overbank of Jackson Creek.

A conceptual-level flood improvement design has been developed to more efficiently convey Griffin Creek overflow through the site. The primary improvement consists of excavating a continuous overflow channel along the eastern edge of the project site to improve overall flood conveyance through the development. The flood improvement design also includes a proposed double-barreled culvert structure routing flows below the Twin Creeks Crossing. The Twin Creeks Crossing will serve as a main arterial connecting the development with Pacific Highway (State Highway 99) located to the east (see Figure 1). Anticipated flood improvements associated with these features include lowered Base Flood Elevations (BFEs) and reduced 100-year floodplain and floodway extents, relative to effective conditions. This memorandum summarizes the approach and results of the technical analysis conducted by NHC for the Twin Creeks Development CLOMR.

Background

The Twin Creeks Development is located within a recently designated Special Flood Hazard Area (SFHA) between two separate flooding sources, Jackson and Griffin Creeks (see Figure 1). The SFHA, including regulatory floodway, were determined through detailed studies of Jackson and Griffin Creeks conducted by NHC for the City of Central Point (City) and FEMA as part of the Jackson County FIS (FEMA, 2011). Findings from these studies indicated that flooding in the area originates from overflow of Griffin Creek, immediately upstream of Pacific Highway, and continues to the northwest to merge with Jackson Creek.

The reach connecting Griffin and Jackson Creeks within the development is referred to as the 'Jackson Creek Overbank'.

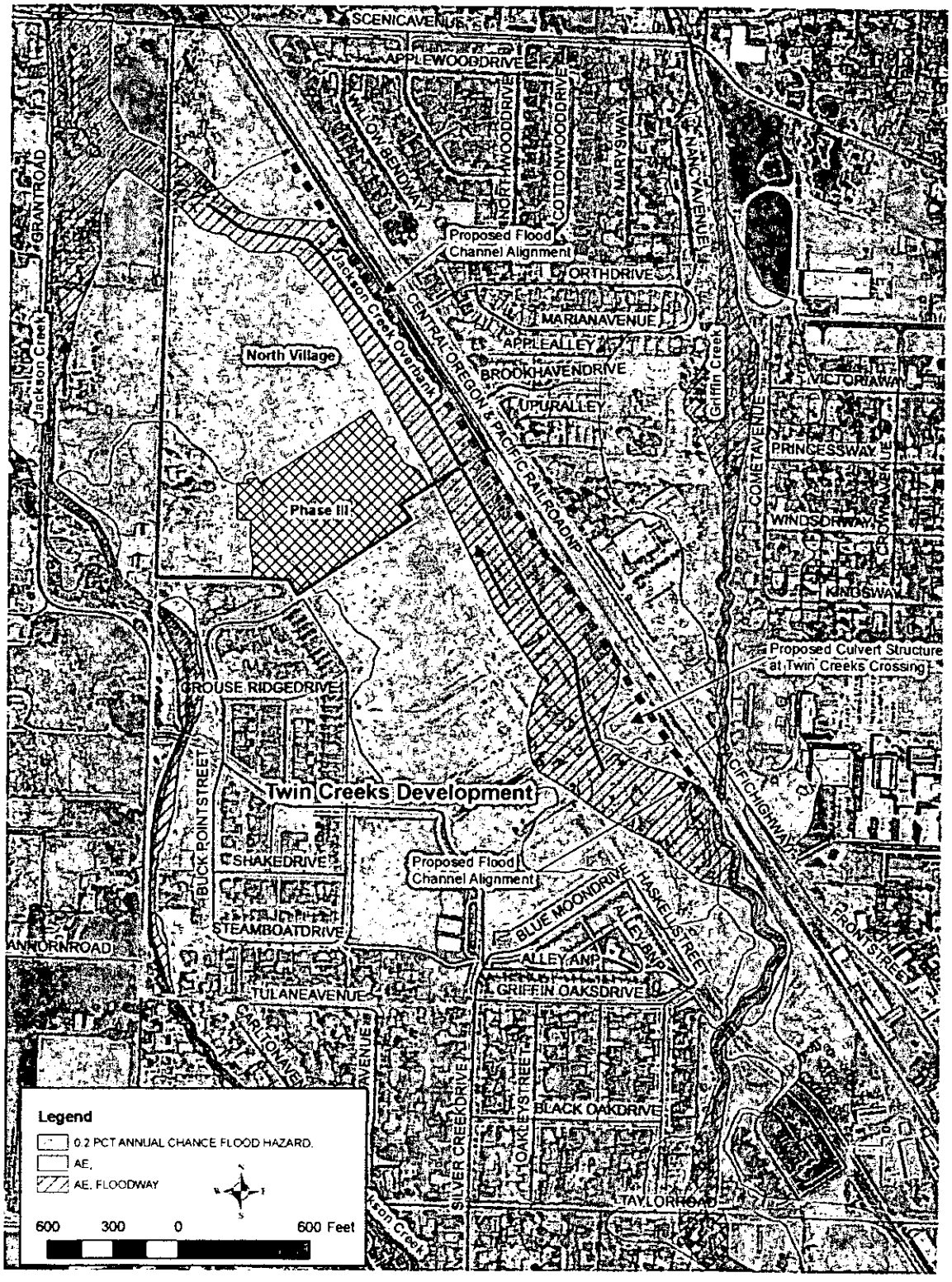

Figure 1 Location Map of Twin Creeks Development showing Effective FEMA Flood Hazard Mapping (FEMA, 011).

EXHIBIT "C"

The effective floodplain mapping between the two study reaches, through the Twin Creeks Development, is broad and unconfined, resulting in a relatively wide floodway delineation. It should be noted that this reach does not receive perennial flow and would function as an overflow channel during infrequent, high magnitude flood events (there has been no observed flooding from Griffin Creek at the project site). Draft mapping for Griffin and Jackson Creeks was provided to FEMA in 2008, and the restudies of both creeks became effective when the Jackson County FIS was adopted by FEMA and Jackson County on May 3, 2011.

The Twin Creeks Development is a master plan community that precedes the most recent FEMA studies within the City of Central Point. When construction of the Twin Creeks Development began, prior to initiation of NHC's detailed studies of Jackson and Griffin Creeks, the area was not mapped as a SFHA. Development continued while the technical analysis for the updated FIS was being conducted (2006 to 2009). In 2009, the City began using preliminary flood hazard mapping, provided by NHC, to regulate development. Thereafter, construction within the Twin Creeks Development was limited to areas outside what is now the effective floodway. To date, development within the Twin Creeks project site is compliant with both FEMA and City floodplain management regulations.

CLOMR Submittal Information

This memo contains appropriate supporting information for the CLOMR submittal. A narrative on the technical analysis is provided in the following text. Other supporting information prepared by NHC is provided in the appendices as follows:

Appendix A. Certified Topographic Floodplain and Floodway Map

Appendix B. Annotated FIRM

Appendix C. Completed MT-2 Application Forms

Appendix D. NFIP Regulatory Requirements, including a proposed example public announcement and notification letter for floodway revision

Additional supporting information to be attached to this submittal includes:

Conceptual-Level Flood Improvement Design Plans (provided by Whetstone Engineering)

Endangered Species Act (ESA) Compliance Documentation (provided by the TCDC)

Technical Analysis

NHC completed several technical tasks for this CLOMR following FEMA MT-2 instructions. Model scenarios presented include a Duplicate Effective Model that replicates the water surface elevations in the effective Jackson County FIS, and a Revised Conditions Model simulating the proposed construction of the flood channel. Elevations specified in this memo are referenced to the NAVD 1988 vertical datum.

Data Description

Duplicate Effective Conditions

NHC completed the most recent detailed flood studies of Griffin and Jackson Creeks for the City of Central Point and FEMA as part of the recently adopted Jackson County FIS (FEMA, 2011). As such, NHC already has possession of the duplicate effective hydraulic models for both Jackson and Griffin Creeks,

EXHIBIT "C"

as well as the 2006 City of Central Point LiDAR topographic data used for the floodplain mapping. These data were located in the Technical Support Data Notebook (TSDN) submitted to FEMA at the conclusion of the Jackson County FIS.

Revised Conditions

Revised condition topographic data in the form of a master grading plan were provided to NHC by Whetstone Engineering on December 18, 2012. The grading plan consisted of 1-foot interval contours, in AutoCAD format, and included areas developed after the 2006 LiDAR were collected and while the effective FIS was being conducted from 2006 to 2009, as well as the proposed development of the Phase III area of the North Village (see Figure 1). This submitted technical assessment assumes there is no development of the North Village outside of the 'Phase III' portion (see Figure 1). NHC used the grading plan data provided by Whetstone Engineering to construct a digital elevation model (DEM) in ArcGIS of the Revised Conditions.

The grading plan includes construction of a continuous flood (or overflow) channel and culvert structure at the Twin Creeks Crossing. The flood channel would connect with the existing detention pond adjacent to Griffin Creek and proceed northward toward Jackson Creek. Physically, the flood channel terminates at a proposed detention pond at the northern limit of the Twin Creeks development, but during a 100-year event this area will be inundated and drain overland toward the Scenic Avenue Bridge crossing to the west on Jackson Creek. The proposed flood channel would consist of a compound channel (see Figure 2). The top width of the proposed flood channel would range from 65 to 75 feet with approximately 20-foot wide flood benches located on either side of an existing 20-foot wide drainage swale. This swale was constructed between 2006 and 2009 and includes six approximately 2-foot high check dam structures located within the channel for stormwater treatment purposes. The project also proposes to construct a culvert crossing consisting of two 18-foot wide, 9-foot tall arch structures at Twin Creeks Crossing, a primary access point between the Twin Creeks Development and Pacific Highway. Conceptual-level flood improvement plans for the proposed channel and culvert structure, prepared by Whetstone Engineering, are attached to this submittal.

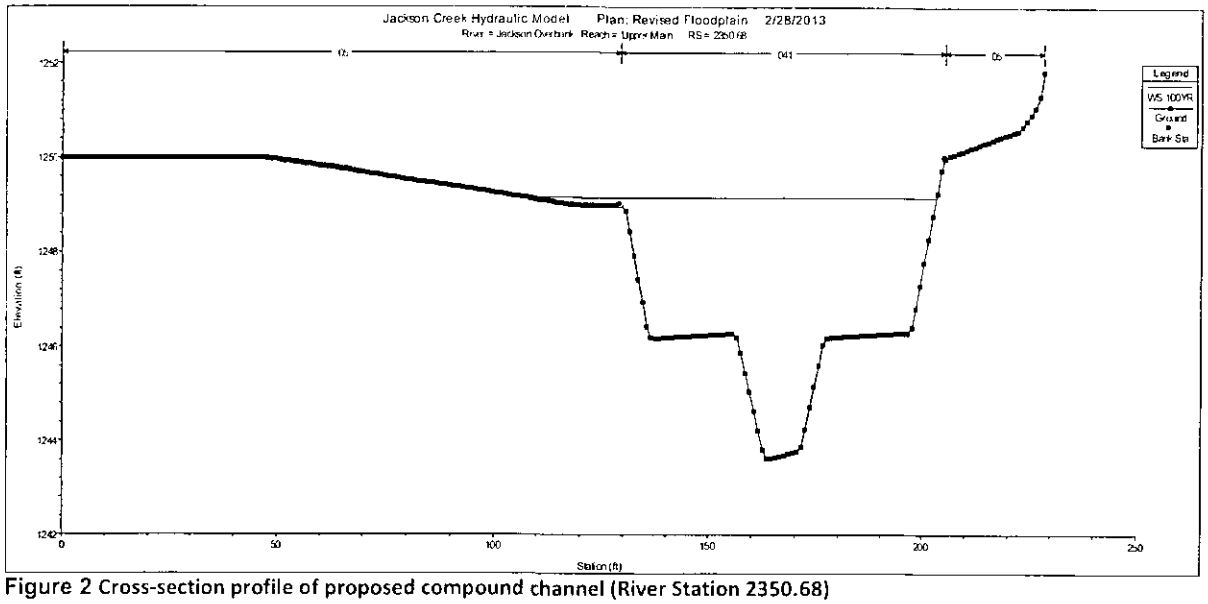

Figure 2 Cross-section profile of proposed compound channel (River Station 2350.68)

EXHIBIT "C"

Engineering Methods – Hydraulic Modeling

General Model Description

The Jackson Creek HEC-RAS hydraulic model includes the main stem of Jackson Creek located to the west of the Twin Creeks Development (see Figure 1), but also includes Jackson Creek Overbank reach which was used to compute flood levels within the Twin Creeks Development. As previously mentioned, flood waters enter the Jackson Overbank reach from Griffin Creek where overtopping of the left bank occurs upstream of Pacific Highway. Discharges escaping the Griffin Creek system and entering the Jackson Overbank reach were computed through a series of "lateral structures" within the HEC-RAS model for the 10-, 50-, 100-, and 500-year return periods. These discharges from the effective FIS were used for this CLOMR analysis and are provided in Table 1.

Table 1. Computed Flood Discharges Entering the Jackson Creek Overbank Reach from Griffin Creek (FEMA, 2011).

Return Period	10-year	50-year	100-year	500-year
Discharge (cfs)	326	922	1220	1850

Duplicate Effective and Revised Condition HEC-RAS models are being submitted as part of this CLOMR analysis. Two HEC-RAS 'plans' are associated with each modeled condition: a Floodplain and Floodway plan. Separate Floodplain and Floodway plans were developed because changes to the geometry files were necessary to perform the encroachment analysis (e.g. turning off optimization of lateral weirs).

Duplicate Effective Model

The effective model is available, as previously discussed; however, it was developed using HEC-RAS Version 3.1.3. The effective model was re-run in HEC-RAS Version 4.1.0 for the CLOMR analysis and the 100-year and Floodway simulations have been reproduced within 0.01 feet at FEMA lettered cross-sections C through N (Table 2). Differences at cross-section A and B are a maximum of 0.23 feet and are the result of late modifications made to the Jackson Creek model that did not get incorporated into the adopted Jackson County FIS (FEMA, 2011).

The Duplicate Effective Model consists of the entire Jackson Creek HEC-RAS model, including the Jackson Creek Overbank reach, which spans the area proposed to be physically modified by the project. The effective Jackson Creek Overbank reach contains a total of 16 cross-sections, 14 of which are lettered (A to N) as shown in Appendix B. The upstream and downstream limits of the Jackson Creek Overbank reach are delineated by study break lines. Therefore, any changes on the Overbank Reach do not propagate upstream and impact conditions in Griffin Creek as long as the submergence of the lateral structures does not change. The model includes downstream to Jackson Creek in order to tie into the effective model.

Revised Condition Model

The Revised Condition Model was created by adding the proposed flood channel and twin barrel culvert structure combined with the revised condition grading plan mentioned in the Data Description section. A total of 31 new cross-sections were inserted into the Jackson Overbank reach in the Revised Conditions Model to augment the 16 cross-sections in the Duplicate Effective Model (see Appendix A). The new cross-sections were added to represent the geometries of the six existing check-dam structures

EXHIBIT "C"

and the Twin Creeks Crossing culvert structure as well as an additional proposed check-dam structure to be located at the outlet of the upstream detention pond.

An additional modification made to the Revised Condition Model included splitting the Jackson Creek Overbank reach into parallel reaches between effective cross-sections I and N, to separately compute flood levels between the proposed flood channel and the left overbank. Only 5% of the total 100-year discharge (Table 1) is computed as entering the left overbank split reach. Computed flooding in the overbank split reach is predominantly shallow (less than 1-foot) sheet flow, but deepens to over 1-foot in a small area in the vicinity of cross-section J. Considering the ponding nature of computed flooding in this area, i.e. constant elevation and low velocity, it was delineated Zone AH with an elevation of 1246 feet. Downstream of this area, shallow (less than 1-foot) sheet flow flooding resumes.

Table 2. Comparison of Effective FIS to Duplicate Effective Water Surface Elevations for the 100-year and Floodway Simulations.

Effective FIS Cross-Section	100-year Floodplain			Floodway		
(HEC-RAS Station in Parenthesis)	Effective FIS	Duplicate Effective	Difference (feet)	Effective FIS	Duplicate Effective	Difference (feet)
A (793.2)	**1238.36**	1238.49	-0.13	**1239.18**	1239.18	0.00
B (951.8)	**1238.61**	1238.84	-0.23	**1239.60**	1239.60	0.00
C (1188.3)	**1239.72**	1239.72	0.00	**1240.56**	1240.56	0.00
D (1554.8)	**1240.75**	1240.75	0.00	**1241.33**	1241.33	0.00
E (1689.0)	**1241.82**	1241.81	0.01	**1242.55**	1242.55	0.00
F (1966.3)	**1242.82**	1242.82	0.00	**1243.76**	1243.76	0.00
G (2113.1)	**1243.65**	1243.65	0.00	**1244.54**	1244.54	0.00
H (2270.1)	**1244.36**	1244.37	-0.01	**1245.29**	1245.29	0.00
I (2422.0)	**1245.25**	1245.25	0.00	**1245.97**	1245.97	0.00
J (2548.0)	-	1245.86	-	**1246.71**	1246.71	0.00
K (3071.0)	**1248.35**	1248.34	0.01	**1249.25**	1249.25	0.00
L (3454.7)	**1250.99**	1250.99	0.00	**1251.94**	1251.94	0.00
M (3722.3)	**1252.21**	1252.21	0.00	**1253.18**	1253.18	0.00
N (3956.5)	**1254.01**	1254.01	0.00	**1254.05**	1254.05	0.00

Overall, the Revised Condition Model shows reductions in flood levels along the entire Jackson Creek Overbank reach compared to the effective conditions (Table 3). The upstream and downstream limits of the Jackson Creek Overbank reach are delineated by study reach breaklines, between Griffin Creek and the mainstem of Jackson Creek, respectively. Downstream, the Revised Condition Model simulates effective conditions to within 0.20 feet, which is within the 0.5 foot threshold specified by FEMA. Upstream, the proposed work within the Twin Creek Development will not impact the quantity of overflow entering the project (Table 1), thus changes to BFEs will not propagate upstream into Griffin Creek and the flood hazard boundaries are effectively tied-in at the study breakline between the two reaches. Table 4 tabulates the FEMA Floodway Data Table information from the Revised Model.

EXHIBIT "C"

Table 3. Comparison of Duplicate Effective and Revised Conditions.

River Station		100-Year Floodplain			Floodway		
Effective (FEMA Cross-section Letter in parenthesis, where appropriate)	**Revised**	Duplicate Effective Elevation (feet)	Revised Elevation (feet)	Difference (feet)	Duplicate Effective Elevation (feet)	Revised Elevation (feet)	Difference (feet)
793.2 (A)	**0.28**	1238.49	1238.29	-0.20	1239.18	1239.17	-0.01
951.8 (B)	**160.54**	1238.84	1238.39	-0.45	1239.60	1239.31	-0.29
-	**232.77**	-	1238.42	-	-	1239.38	-
-	**247.95**	-	1238.49	-	-	1239.39	-
-	**265.49**	-	1238.57	-	-	1239.46	-
1188.3 (C)	**401.53**	1239.72	1238.84	-0.88	1240.56	1239.73	-0.83
-	**579.14**	-	1239.41	-	-	1240.12	-
-	**706.95**	-	1239.94	-	-	1240.52	-
-	**718.52**	-	1239.98	-	-	1240.49	-
-	**731.28**	-	1240.27	-	-	1240.71	-
1554.8 (D)	**783.83**	1240.75	1240.45	-0.30	1241.33	1240.92	-0.41
1689.0 (E)	**1002.15**	1241.81	1241.15	-0.66	1242.55	1241.76	-0.79
-	**1117.80**	-	1242.03	-	-	1242.28	-
-	**1187.03**	-	1242.18	-	-	1242.64	-
-	**1200.04**	-	1242.35	-	-	1242.59	-
-	**1211.98**	-	1242.57	-	-	1243.01	-
1966.3 (F)	**1249.04**	1242.82	1242.71	-0.11	1243.76	1243.26	-0.50
2113.1 (G)	**1358.70**	1243.65	1243.11	-0.54	1244.54	1243.72	-0.82
2270.1 (H)	**1495.18**	1244.37	1243.85	-0.52	1245.29	1244.27	-1.02
2422.0 (I)	**1646.26**	1245.25	1244.82	-0.43	1245.97	1244.94	-1.03
-	**1664.09**	-	1244.96	-	-	1245.01	-
-	**1677.51**	-	1244.96	-	-	1245.00	-
-	**1691.00**	-	1245.38	-	-	1245.43	-
2548.0 (J)	**1757.49**	1245.86	1245.70	-0.16	1246.71	1245.80	-0.91
-	**1866.28**	-	1246.13	-	-	1246.27	-
-	**2019.16**	-	1246.93	-	-	1247.08	-
-	**2138.75**	-	1247.67	-	-	1247.78	-
-	**2153.71**	-	1247.57	-	-	1247.70	-
3071.0 (K)	**2178.49**	1248.34	1248.33	-0.01	1249.25	1248.43	-0.82
-	**2350.68**	-	1249.15	-	-	1249.28	-
3454.7 (L)	**2564.28**	1250.99	1250.11	-0.88	1251.94	1250.23	-1.71
-	**2611.46**	-	1250.37	-	-	1250.49	-
-	**2626.62**	-	1250.38	-	-	1250.50	-
-	**2642.96**	-	1250.76	-	-	1250.89	-
-	**2673.75**	-	1250.81	-	-	1250.94	-
-	**2732.76**	-	1250.86	-	-	1250.98	-
3722.3 (M)	**2832.34**	1252.21	1251.22	-0.99	1253.18	1251.35	-1.83
-	**2865.01**	-	1251.36	-	-	1251.49	-
-	**2927.39**	-	1251.79	-	-	1251.94	-
-	**3048.78**	-	1252.80	-	-	1253.13	-
3956.5 (N)	**3067.82**	1254.01	1252.83	-1.18	1254.05	1253.16	-0.89
-	**3110.56**	-	1252.85	-	-	1253.18	-
-	**3143.45**	-	1252.97	-	-	1253.31	-
-	**3341.92**	-	1253.41	-	-	1253.71	-
-	**3355.18**	-	1253.30	-	-	1253.61	-
-	**3370.57**	-	1253.65	-	-	1253.90	-
-	**3639.01**	-	1254.33	-	-	1254.56	-

EXHIBIT "C"

Table 4. Revised Floodway Information.

Effective RAS River Station (FEMA Cross-section Letter in parenthesis, where appropriate)	Revised RAS River Station	Width (feet)	Area (sq ft)	Mean Velocity (ft/sec)	Without Floodway (feet)	With Floodway (feet)	Increase (feet)
793.2 (A)	**0.28**	82	379	3.2	1238.3	1239.0	0.7
951.8 (B)	**160.54**	65	335	3.6	1238.4	1239.2	0.8
-	**232.77**	65	313	3.9	1238.4	1239.3	0.8
-	**247.95**	66	289	4.2	1238.5	1239.3	0.8
-	**265.49**	66	307	4.0	1238.6	1239.3	0.8
1188.3 (C)	**401.53**	64	279	4.4	1238.8	1239.6	0.8
-	**579.14**	63	245	5.0	1239.4	1240.0	0.6
-	**706.95**	63	242	5.1	1239.9	1240.5	0.5
-	**718.52**	63	208	5.9	1240.0	1240.4	0.5
-	**731.28**	63	240	5.1	1240.3	1240.7	0.4
1554.8 (D)	**783.83**	63	235	5.2	1240.5	1240.9	0.4
1689.0 (E)	**1002.15**	63	223	5.5	1241.2	1241.8	0.6
-	**1117.80**	64	211	5.8	1242.0	1242.3	0.2
-	**1187.03**	63	210	5.8	1242.2	1242.6	0.5
-	**1200.04**	65	176	6.9	1242.4	1242.6	0.2
-	**1211.98**	64	222	5.5	1242.6	1243.0	0.4
1966.3 (F)	**1249.04**	69	237	5.2	1242.7	1243.3	0.5
2113.1 (G)	**1358.70**	72	244	5.0	1243.1	1243.7	0.6
2270.1 (H)	**1495.18**	78	244	5.0	1243.9	1244.3	0.4
2422.0 (I)	**1646.26**	73	220	5.5	1244.8	1244.9	0.1
-	**1664.09**	77	219	5.6	1245.0	1245.0	0.1
-	**1677.51**	76	186	6.6	1245.0	1245.0	0.1
-	**1691.00**	76	239	5.1	1245.4	1245.4	0.1
2548.0 (J)	**1757.49**	76	242	5.0	1245.7	1245.8	0.1
-	**1866.28**	77	230	5.3	1246.1	1246.3	0.1
-	**2019.16**	79	218	5.6	1246.9	1247.1	0.1
-	**2138.75**	75	218	5.6	1247.7	1247.8	0.1
-	**2153.71**	80	168	7.3	1247.6	1247.7	0.1
3071.0 (K)	**2178.49**	75	244	5.0	1248.3	1248.4	0.1
-	**2350.68**	76	241	5.1	1249.2	1249.3	0.1
3454.7 (L)	**2564.28**	74	226	5.4	1250.1	1250.2	0.1
-	**2611.46**	73	236	5.2	1250.4	1250.5	0.1
-	**2626.62**	77	206	5.9	1250.4	1250.5	0.1
-	**2642.96**	75	294	4.2	1250.8	1250.9	0.1
-	**2673.75**	68	270	4.5	1250.8	1250.9	0.1
-	**2732.76**	52	209	5.8	1250.9	1251.0	0.1
3722.3 (M)	**2832.34**	49	193	6.3	1251.2	1251.4	0.1
-	**2865.01**	42	191	6.4	1251.4	1251.5	0.1
-	**2927.39**	42	236	5.2	1251.8	1251.9	0.2
-	**3048.78**	42	281	4.4	1252.8	1253.1	0.3
-	**3067.82**	43	275	4.4	1252.8	1253.2	0.3
3956.5 (N)	**3110.56**	43	245	5.0	1252.9	1253.2	0.3
-	**3143.45**	49	262	4.7	1253.0	1253.3	0.3
-	**3341.92**	52	278	4.4	1253.4	1253.7	0.3
-	**3355.18**	49	216	5.7	1253.3	1253.6	0.3
-	**3370.57**	54	284	4.3	1253.7	1253.9	0.3
-	**3639.01**	66	267	4.6	1254.3	1254.6	0.2

EXHIBIT "C"

Notification

This CLOMR lowers BFEs, reduces the extent of the 100-year floodplain, and proposes to narrow the floodway. In order to comply with NFIP and FEMA standards and policy for a proposed floodway revision, the FEMA MT-2 instructing state that the community can either be alerted through a published public announcement or individual letters sent to affected landowners. Examples of the proposed public announcement and notification letter for floodway revision are provided in Appendix D. Following acceptance of the language in these documents one or the other will be used to alert the community of the proposed project.

Compliance with Endangered Species Act

The TCDC has completed environmental permitting that documents that the project does not "take" or harm endangered species and is therefore in compliance with the Endangered Species Act. The relevant ESA compliance documentation, provided by the TCDC, is attached to this submittal.

References

Federal Emergency Management Agency (FEMA). 2011. Flood Insurance Study, Jackson County, Oregon and Incorporated Areas. Flood Insurance Study Number 41029V000A. May 3.

Northwest Hydraulic Consultants (NHC). 2008. Hydraulic Summary, City of Central Point, Jackson County, Oregon. Document prepared for Michael Baker Jr. Corp. July 10.

EXHIBIT "C"

Appendix A. Certified Topographic Floodplain and Floodway Maps

EXHIBIT "C"

Appendix B. Annotated FIRM

EXHIBIT "C"

Appendix C. Completed MT-2 Application Forms

EXHIBIT "C"

Appendix D. NFIP Regulatory Requirements

EXHIBIT "C"

EXHIBIT "D"

GUARANTY

Date: July 3, 2014

OBLIGOR: TWIN CREEKS DEVELOPMENT CO., LLC

GUARANTOR: NOEL MOORE
JOHN DUKE
BRET MOORE

CREDITOR: CITY OF CENTRAL POINT, a municipal corporation

OBLIGATIONS GUARANTEED: The payment and performance of all liabilities and obligations owing by Obligor to Creditor pursuant to the Twin Creeks Transit Oriented Development Agreement dated July 3, 2014 ("Agreement") for the extension of Twin Creeks Crossing, including contribution to the costs of a railroad crossing within Twin Creeks TOD Master Plan in the original amount of **Five Hundred Thousand and 00/100 Dollars ($500,000.00)** and the costs for construction of the extension of utilities and the pavement of Twin Creeks Crossing from the current terminus easterly to the railroad right-of-way improvements as identified in the drawings entitled "Griffin Creek Overflow Flood Mitigation Plan" dated March 11, 2013, as identified in Section 2a and 2b of the Agreement.

For a valuable consideration the undersigned Guarantor, and each of them, jointly and severally and unconditionally guarantees and promises to pay, on demand, in lawful money of the United States of America, any and all indebtedness of the above named Obligor to Creditor, and Creditor's successors and assigns, as follows:

1. MAXIMUM LIABILITY: The liability of Guarantor hereunder shall not exceed at any one time the sum of:

(a) The liabilities and obligations guaranteed described above including the principal amount thereof, if any;

(b) An amount equal to all interest owed by Obligor at any time hereafter upon the principal indebtedness of Obligor, or owing with respect to the guaranteed liabilities and obligations; provided, that if such indebtedness shall exceed the dollar amount specified in item (a) above, if any, interest to be included in this item shall

be on such indebtedness not exceeding the amount specified in item (a) as shall be designated by Creditor; and

(c) All costs, expenses and attorneys' fees, including any on appeals, incurred by Creditor in connection with the collection of the indebtedness of Obligor, with the guaranteed liabilities and obligations, or with the repossession, foreclosure and sale of any collateral.

Such limitation on liability shall not be a restriction on the amount of the indebtedness of Obligor to Creditor either in the aggregate or at one time.

2. "INDEBTEDNESS" DEFINED: The word "indebtedness" is used herein in its most comprehensive sense and includes, but is not limited to, any and all advances, debts, obligations, and liabilities of Obligor, or any one or more of them, including judgments against Obligor, heretofore, now, or hereafter made, incurred or created, whether voluntarily or involuntarily and however arising, whether due or not due, absolute or contingent, liquidated or unliquidated; determined or undetermined, and whether Obligor may be liable individually or jointly with others or primarily or secondarily, or as guarantor, and whether recovery upon such indebtedness may be or hereafter may become barred by any statute of limitations, and whether such indebtedness may be or hereafter may become otherwise unenforceable and whether such indebtedness arises from transactions which may be voidable on account of infancy, insanity, ultra vires or otherwise.

3. NATURE OF GUARANTOR'S UNDERTAKING: The liability of Guarantor hereunder shall be open and continuous for as long as this guaranty shall be in force. Guarantor intends to guarantee at all times the performance of all obligations of Obligor to Creditor within the limits set forth above. Thus, no payments made upon Obligor's indebtedness shall be held to discharge or diminish the liability of Guarantor for any and all remaining and succeeding indebtedness of Obligor to Creditor. The liability of Guarantor hereunder shall be enforceable against both the separate and community property of Guarantor existing at the date of execution hereof or hereafter acquired.

4. CREDITOR'S RIGHTS AND OBLIGATIONS IN DEALING WITH OBLIGOR: Guarantor authorizes Creditor to deal with Obligor and Obligor's sureties, endorsers and other guarantors in any manner in which Creditor sees fit in connection with any indebtedness of Obligor to Creditor, now or hereafter created, without any further consent or authorization from Guarantor being necessary. Specifically, but without limiting the powers of Creditor, Creditor may extend the time for payment of any indebtedness of Obligor, Creditor may release or agree not to sue Obligor's sureties, endorsers, or other guarantors on any terms it chooses; Creditor may sue or fail to sue Obligor upon any overdue indebtedness; all of the foregoing without the necessity of any notice to or consent from Guarantor and all without affecting Guarantor's liability hereunder.

5. DURATION OF GUARANTY: This guaranty shall take effect when received by Creditor, without the necessity of any acceptance by Creditor, and shall continue in full force until the obligations guaranteed have been fully paid and/or performed. This guaranty shall bind the estate of Guarantor as to indebtedness created both before and after the death or incapacity of Guarantor.

6. CREDITOR'S RIGHTS AGAINST AND OBLIGATIONS TO GUARANTOR: Guarantor hereby expressly waives presentment, protest, demand, or notice of any kind, including notice of nonpayment of any of Obligor's indebtedness or of any collateral thereto and notice of any action or non-action on the part of Obligor, the Creditor, or any surety, endorser, or other guarantor. Upon any default of Obligor on any obligation to Creditor, Creditor may, at its option, then and there demand and be entitled to payment from Guarantor of the full amount or any part of the amount of Obligor's indebtedness to Creditor, within the limitations set forth above, and if Guarantor shall not pay the sum demanded to Creditor, Creditor may proceed directly and at once against Guarantor to collect such sum without first proceeding against Obligor, or any surety, endorser, or other guarantor and without foreclosing upon or selling or otherwise disposing of any collateral it may have as security for any of Obligor's indebtedness. Failure of Creditor to make such demand at such time or to proceed shall not relieve Guarantor of its obligations hereunder or in any sense constitute a waiver. Creditor shall have the right to demand and collect from Guarantor all or any portion of Obligor's indebtedness and failure of Creditor at any time to demand from Guarantor or to proceed to collect from Guarantor the full amount of Obligor's indebtedness from Guarantor shall not preclude Creditor from later demanding or proceeding to collect from Guarantor any remaining indebtedness of Obligor to Creditor covered by this guaranty. In any action or suit against Guarantor to enforce this guaranty, Creditor shall be entitled to recover from Guarantor, in addition to costs and disbursements allowed by law, a reasonable amount for Creditor's attorneys' fees in such action or suit or appeal therefrom. In any action or suit brought by Creditor against Guarantor, Guarantor will not assert as a defense any statute of limitations if at the time the action or suit is commenced there is outstanding any indebtedness of Obligor to Creditor which is not barred by the statute of limitations of the State of Oregon. If payment is made by Obligor on a debt guaranteed hereby and thereafter the Creditor is forced to remit the amount of that payment to the Obligor's trustee in bankruptcy or similar person under any federal or state bankruptcy law or law for the relief of debtors, the Obligor's debt shall be considered unpaid for the purpose of enforcement of this guaranty.

7. SUBORDINATION OF GUARANTOR'S RIGHTS AGAINST OBLIGOR: Guarantor agrees that the indebtedness of Obligor to Creditor, whether now existing or hereafter created, shall be, and the same hereby is, declared to be prior to any claim that Guarantor may now have or hereafter acquire against Obligor, whether or not Obligor becomes insolvent, and Guarantor shall and does expressly subordinate any such claim Guarantor may have against Obligor, upon any account whatsoever, to any claim that Creditor may now or hereafter have against Obligor. In the event of insolvency and consequent liquidation of the assets of Obligor, through bankruptcy, by an assignment for the benefit of creditors, by voluntary liquidation, or otherwise, the assets of Obligor

applicable to the payment of the claims of both Creditor and Guarantor shall be paid to Creditor and shall be first applied by Creditor to the indebtedness of Obligor to Creditor, Guarantor does hereby assign to Creditor all claims which it may have or acquire against Obligor or any assignee or trustee in bankruptcy of Obligor; provided, that such assignment shall be effective only for the purpose of assuring to Creditor full payment of all indebtedness of Obligor to Creditor.

8. ASSIGNMENT OF GUARANTY: Assignment by Creditor of all or part of the indebtedness shall transfer to the assignee all benefits of this guaranty as to the portion of the indebtedness assigned. This guaranty shall remain in effect in favor of the Creditor as to the portion of the indebtedness not assigned.

9. GOVERNING LAW: This guaranty has been executed and delivered in the State of Oregon and the laws of such state shall govern the validity, construction, enforcement and interpretation of this guaranty.

10. VENUE AND JURISDICTION: If any suit or action is filed by any party to enforce this guaranty or otherwise with respect to the subject matter of this guaranty, exclusive venue and jurisdiction shall be in the state courts in Jackson County, Oregon.

11. REPRESENTATION: This Guaranty has been prepared on behalf of the City of Central Point. Guarantor is hereby advised that it should seek independent legal counsel as to the effect of this Guaranty on their individual rights.

IN WITNESS WHEREOF, Guarantor has executed this Guaranty on the date set forth above.

Noel Moore
Signature

NOEL MOORE
(Print Name Here)

Signature

JOHN DUKE
(Print Name Here)

BRET MOORE

Signature

(Print Name Here)

"Guarantor"

OFFICIAL SEAL
ELAINE S FROST
NOTARY PUBLIC-OREGON
COMMISSION NO. 459162
MY COMMISSION EXPIRES JUNE 26, 2015

I, Elaine Frost, do hereby certify that Noel Moore, Bret Moore and John Duke. personally appeared before me this day & acknowledged the due execution of this instrument.

July 17, 2014

Elaine Frost

Oregon
Jackson County