

H. This Agreement addresses the property owner’s concerns and furthers the stated purposes of the S-C Chambers Special Area Zone (EC 9.3050). Adding a compatible house in the existing 50 foot wide gap will specifically serve the following purposes stated in EC 9.3050:

- (1) Protect and maintain healthy existing neighborhoods by ensuring compatible design for infill development in terms of the structure’s mass, scale, orientation and setback to complement patterns in the existing neighborhood.
- (2) Promote a general increase in density with a mix of multi-family and single family residential development that contributes positively to the neighborhood pattern of single-family detached dwellings.
- (5) Establish, strengthen, and maintain a high quality urban environment with compatible commercial, residential and industrial use.
- (6) Create a pedestrian friendly environment.

I. By filling the existing gap on West 10th Avenue with residential development that advances the desired characteristics in Paragraph H, the streetscape will be more compatible with the neighborhood, and problems with illegal use of the vacant area (e.g., for camping and fires) will be eliminated. The additional “eyes on the street” and comings-and-goings by occupants of a street-oriented, single-family home will contribute to the safety of the surrounding area and to the pedestrian appeal of the section of the sidewalk that currently passes the vacant area.

AGREEMENT

Now, therefore, in consideration of the foregoing Recitals, which by this reference are incorporated herein as if set forth in full, and of the mutual covenants, conditions and obligations on the part of each party to be kept and performed, it is hereby agreed as follows:

1. The parties will jointly recommend to the Eugene City Council that it waive and/or modify the following provisions of EC 9.3065 S-C Chambers Special Area Zone Development Standards Applicable in the S-C/R-2 Subarea:

1.1 EC 9.3065(3)(a)1.c., which specifies the maximum density standards for lots with street access as:

“Three dwelling units if the lot area is greater than 9,200 square feet.”

be modified for Claimant’s property to allow the existing four dwelling units and one additional, detached dwelling unit, which must be located entirely within 60 feet of the front lot line.

1.2 EC 9.3065(3)(j), Vehicle Use Area, which specifies that:

“The total vehicle use area shall not exceed 20 percent of the lot size.”

be modified for Claimant's property to allow the existing 1,820 square feet of vehicle use area that provides access and parking for the existing four dwelling units, and one additional driveway to serve the additional detached dwelling unit permitted herein. The additional driveway shall comply with EC 9.3065(3)(f) Driveway Standards, and the total vehicle use area on Claimant's property shall not exceed a total of 2,435 square feet.

2. Except as otherwise provided in this Agreement, all development within 60 feet of the front lot line of Claimant's property should comply with all other Chambers Special Area Zone development standards for the S-C/R-2 subarea, including those in EC 9.3065(3)(b) through (j). (An approved adjustment to a standard constitutes compliance with the standard.)

3. Development that occurs on Claimant's property entirely within 60 feet of the front lot line of the property should not be subject to the EC 9.5500 Multi-Family Standards, and other standards referenced in EC 9.5500.

4. Nothing contained in this Agreement should be construed in any way to limit Claimant's ability to replace the existing two structures (four dwelling units) if they are destroyed by fire or some other event, providing the replacement structure(s) are constrained to the same footprint (lot area) and envelope (3-dimensional volume) as the structure(s) being replaced, or meets all applicable S-C/R-2 development standards EC 9.3065(3)(b) through (e), and the replacement structures do not exceed 4 dwelling units in addition to the single-family home.

5. By execution of this Agreement, Claimant agrees that if the Eugene City Council approves a waiver/modification of applicable code provisions consistent with Sections 1, 2, and 3 of this Agreement for Claimant's Measure 37 claim number M37 06-1 regarding Claimant's property at 1333 West 10th Avenue, such waiver/modification will fully satisfy all of Claimant's rights under Measure 37 applicable to the said property with respect to the provisions of the Eugene Code, 1971, as of the date of Claimant's signature below.

6. By execution of this Agreement, the JWN affirms the determination of its elected officers that this Agreement contributes positively to the neighborhood pattern, helps protect the health of the neighborhood, and in no way lessens or circumvents the intended application of the standards applicable to the S-C/R-2 subarea, and agrees that if the Eugene City Council approves a waiver/modification consistent with Sections 1, 2, and 3 of this Agreement for Claimant's Measure 37 claim number M37 06-1 regarding Claimant's property at 1333 West 10th Avenue, it will not challengee or appeal the waiver/modification in any administrative proceeding or in the courts of the State of Oregon, and that the person signing this Agreement on its behalf is fully authorized to do so.

7. By execution of this Agreement, the individual owners of the properties abutting and neighboring Claimant's property at 1333 West 10th Avenue agree that if the Eugene City Council approves a waiver/modification consistent with Sections 1, 2, and 3 of this Agreement for Claimant's Measure 37 claim number M37 06-1 regarding Claimant's property at 1333 West

10th Avenue, they will not challenge or appeal the waiver/modification in any administrative proceeding or in the courts of the State of Oregon.

The foregoing Agreement is effective as of the date of the latest signature of the parties as indicated below.

CLAIMANT

Date: _____

OWNERS:

Date: _____

Date: _____

Date: _____

JEFFERSON WESTSIDE NEIGHBORS

By: _____

Title: _____

Date: _____

Date: _____

Date: _____

Date: _____

STATE OF OREGON)
 : ss
County of Lane)

This instrument was acknowledged before me by Judith M. Bush on this ____ day of _____, 2006.

Notary Public for Oregon
My Commission Expires: