



Home of the Tualatin River National Wildlife Refuge

PUP 14-02  
SP 14-01  
Case No. CUP 14-04  
Fee 12215  
Receipt # 981682  
Date 4-23-14  
TYPE V

## City of Sherwood Application for Land Use Action

### Type of Land Use Action Requested: (check all that apply)

- |  |  |
|--|--|
| <input type="checkbox"/> Annexation  | <input type="checkbox"/> Conditional Use               |
| <input type="checkbox"/> Plan Amendment (Proposed Zone _____)                    | <input type="checkbox"/> Partition (# of lots _____)   |
| <input type="checkbox"/> Variance (list standard(s) to be varied in description) | <input type="checkbox"/> Subdivision (# of lots _____) |
| <input type="checkbox"/> Site Plan (Sq. footage of building and parking area)    | <input type="checkbox"/> Other: _____                  |
| <input checked="" type="checkbox"/> Planned Unit Development                     |  |

By submitting this form the Owner, or Owner's authorized agent/ representative, acknowledges and agrees that City of Sherwood employees, and appointed or elected City Officials, have authority to enter the project site at all reasonable times for the purpose of inspecting project site conditions and gathering information related specifically to the project site.

Note: See City of Sherwood current Fee Schedule, which includes the "Publication/Distribution of Notice" fee, at [www.sherwoodoregon.gov](http://www.sherwoodoregon.gov). Click on Departments/Planning/Fee Schedule.

### Owner/Applicant Information:

Applicant: The Springs Living 2<sup>o</sup> L.L.C. Phone: (603) 435-2323  
Applicant Address: 640 NE 3<sup>rd</sup> St. McMinnville Email: cardner@TheSpringsLiving.com  
Owner: The Springs Living 2<sup>o</sup> L.L.C. Phone: \_\_\_\_\_  
Owner Address: 640 NE 3<sup>rd</sup> St. McMinnville Or 97128 Email: jwilliamson@LRSarchitects.com  
Contact for Additional Information: John Williamson - 503-885-2655 265-1575

### Property Information:

Street Location: 15667 SW OREGON ST  
Tax Lot and Map No: 0400, 0401, 0402, 0600, 4300, 4400 25132 BA  
Existing Structures/Use: ASSISTED LIVING / MEMORY CARE  
Existing Plan/Zone Designation: HDR, MDRH  
Size of Property(ies) 5.11 ACRES

### Proposed Action:

Purpose and Description of Proposed Action: (2) ADDITIONS TO EXISTING FACILITY  
(1) 2 STORY ASSISTED LIVING ADDITION, (1) 3 STORY INDEPENDANT  
LIVING (RESIDENTIAL) PUP / CONDITIONAL USE

Proposed Use: SPECIAL CARE FACILITY / MULTI-FAMILY

Proposed No. of Phases (one year each): 1 PHASE

**LAND USE APPLICATION FORM**

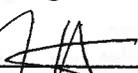
**Authorizing Signatures:**

I am the owner/authorized agent of the owner empowered to submit this application and affirm that the information submitted with this application is correct to the best of my knowledge.

I further acknowledge that I have read the applicable standards for review of the land use action I am requesting and understand that I must demonstrate to the City review authorities compliance with these standards prior to approval of my request.

  
\_\_\_\_\_  
Applicant's Signature

4/15/2014  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Owner's Signature

4/15/2014  
\_\_\_\_\_  
Date

**The following materials must be submitted with your application or it will not be accepted at the counter. Once taken at the counter, the City has up to 30 days to review the materials submitted to determine if we have everything we need to complete the review.**

- 3 \* copies of Application Form** completely filled out and signed by the property owner (or person with authority to make decisions on the property).
- Copy of Deed** to verify ownership, easements, etc.
- At least 3 \* folded sets of plans**
- At least 3 \* sets of narrative** addressing application criteria
- Fee** (along with calculations utilized to determine fee if applicable)
- Neighborhood Meeting Verification** including affidavit, sign-in sheet and meeting summary (required for Type III, IV and V projects)
- Signed checklist** verifying submittal includes specific materials necessary for the application process

**\* Note that the required numbers of copies identified on the checklist are required for completeness; however, upon initial submittal applicants are encouraged to submit only 3 copies for completeness review. Prior to completeness, the required number of copies identified on the checklist and one full electronic copy will be required to be submitted.**

## LIMITED DURABLE POWER OF ATTORNEY

I, Karen K. Ransom, of Sherwood OR, in my individual capacity and as Trustee of the Karen K. Ransom Revocable Living Trust, and I Robert Ransom, appoint Fee Stubblefield as my Agent and attorney-in-fact ("my Agent"), with power and authority to:

1. Managing and Developing Real Property. Sign on any terms my Agent considers to be in my best interests any document or application related to the future development of the real property located at 15704 SW 1<sup>st</sup>, Sherwood OR, (the Property) which is owned by any one of us in any capacity in any manner.
2. Custody of Documents. Take custody of important documents or permits related to the development application.
3. Perform Other Acts to Carry Out the Powers Granted. Execute and deliver any written instrument and perform any other act necessary or desirable to carry out any of the powers granted to my Agent under this power of attorney, as fully as I might do personally. I ratify and confirm all acts performed by my Agent or my Special Agent pursuant to this power of attorney.
4. Third Party Reliance. Third parties who rely in good faith on the authority of my Agent under this power of attorney shall not be liable to me, to my estate, or to my heirs, successors, or assigns. Third parties without actual notice of revocation may conclusively rely on the continued validity of this power of attorney. If requested, my Agent shall furnish, and a third party may conclusively rely on, an affidavit or certificate stating that (1) I was competent at the time this power of attorney was executed, (2) the power of attorney has not been revoked, (3) my Agent continues to serve as attorney-in-fact under the power of attorney, and (4) my Agent is acting within the scope of

authority granted under the power of attorney. My Agent may sue or pursue other action against any third party who refuses to honor this power of attorney after such an affidavit or certificate has been provided.

5. Durability. The powers granted to my Agent under this power of attorney shall continue to be exercisable even though I have become disabled or incompetent.

6. Governing Law. The validity and construction of this power of attorney shall be determined under Oregon law.

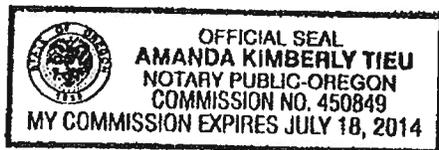
I have signed this power of attorney this 19<sup>th</sup> day of February 2014

Karen K. Ransom  
Karen K. Ransom, Individually and  
as Trustee

Robert Ransom  
Robert Ransom,

STATE OF OREGON            )  
  )  
County of Washington    )            ss.

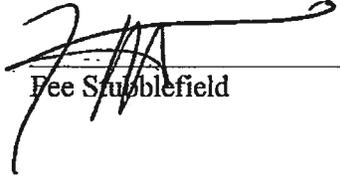
Subscribed and sworn to before me this 19<sup>th</sup> day of February, 2014 by Karen K. Ransom and Robert Ransom



Amanda Tieu  
Notary Public for Oregon  
My commission expires: July 18, 2014

SIGNATURE OF AGENT

Agent acknowledges that the following is Agent's signature:

  
\_\_\_\_\_  
Fee Stubblefield

STATE OF OREGON        )  
                                  )        ss.  
County of Yamhill        )

Subscribed and sworn to before me this 25<sup>th</sup> day of February, 2014



Kathleen D. Williams  
Notary Public for Oregon  
My commission expires: 4/1/17

**ASSIGNMENT AND CONVEYANCE BY OWNER  
OF REDEMPTION RIGHTS**

DATE: 02/19/2014

PARTIES: Karen K. Ransom, ASSIGNOR  
Robert Ransom  
Karen K. Ransom, Trustee  
Of the Karen K. Ransom  
Rev. Living Trust

Fee Stubblefield ASSIGNEE

**RECITALS:**

A. Assignor is the owner of 15704 SW 1<sup>st</sup>, Sherwood OR (the "Property"), and described as follows:

See Exhibit 1

The Property is subject to a pending judgment of foreclosure. Upon sale of the Property at a Sheriff's Sale, Assignor will obtain the statutory right to redeem the Property (the Redemption Rights).

B. Assignor desires to assign and convey all their present and future right and interest in the Redemption Rights to the Property to Assignee and Assignee desires to acquire such interests on the terms and conditions set forth below.

**AGREEMENT:**

1. Assignment and Conveyance. Assignor hereby assigns all its rights and interest in the Redemption Rights and conveys its interest in the Redemption Rights to Assignee.

2. Covenants. Assignor covenants as follows:

2.1 They are the owner of the fee title to the Property that is subject to the pending judgment of foreclosure and Sheriff's Sale;

2.2 They will take no action to prevent or delay the execution on the Property of the foreclosure judgment or the Sheriff's Sale;

2.3 They will cooperate with Assignee's application for development of the Property (Application), at no cost to Assignor. To facilitate their cooperation, Assignor will sign the attached Limited Durable Power of Attorney authorizing Assignee to sign any Application on their behalf.

3. **Consideration.** The consideration paid for this assignment is \$500.00 to be paid at the time of the signing of this Assignment and the attached Limited Durable Power of Attorney. As additional consideration, Assignee shall allow Assignor to continue occupying the Property without payment of rent from the time Assignee obtains legal title to the Property until a date no earlier than February 1, 2015. Assignor will be responsible for paying for the utilities and garbage service. Assignor will remain responsible for routine maintenance of the Property and its yard. Assignee may terminate Assignor's right of occupation of the Property upon at least 30 days' written Notice and payment in advance of an early termination fee equal to \$1000.00 for every month eliminated.

4. **Further Action.** The parties hereto shall execute and deliver all documents, provide all information and take or forbear from all such action as may be necessary or appropriate to achieve the purpose of this Agreement.

5. **Preparation of Agreement.** This Agreement was prepared by Michael Redden, P.C., Attorney at Law, acting for the benefit of Assignee. Assignor has been advised to seek independent counsel.

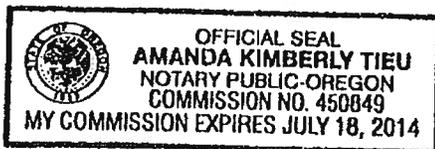
ASSIGNOR:

ASSIGNEE:

*Karen Ransom*  
*Robert Ransom*

STATE OF OREGON            )  
  ) ss  
County of *Washington*    )

Personally appeared Karen K. Ransom, individually and as Trustee of the Karen K. Ransom Revocable living Trust, and Robert Ransom who acknowledged the foregoing instrument to be her/his voluntary act and deed. Before me:



*Amanda Tieu*

Notary Public for Oregon

My commission expires: *July 18, 2014*