

From: Jim Claus

CLAs

RECEIVED
10/31/2013
4:27 PM - By Brand Kilby
Regarding Pacific Family
DENTAL

To: Joe Gall

Re: This Application of Doyel's 22065 SW Pacific

Permit # SP 13-01, for Hearing Examiner's Files

Frankly, Mr. Gall, the more I learn about you, the more I become distressed at your behavior. Even being forced to write memoriam like this is very indicative of the problem between citizens that you caused. In other word you are developing animosity and hardship of proper enforcement of the law would insure not need to happen. First, let me make a point that I am appalled beyond words to comment. Doyel has torn up half an acre of land, parked construction equipment in front of the single family residence and I am told by your staff in public works that you are charging him less storm water fees more than 2500 sq ft, when nearly an acre is causing storm water and/or gravel runoff. You are making no effort on any of this in restoration or collection of revenues owned the city. Let me compare this to our situation where you are charging five to six times more and refusing to allow us to put in a storm water facility and committing destructive waste with the illegal discharge of water on a storm water facility on our property? Simply put, what is wrong with you that you cannot collect the storm water fees and collect the \$2000-\$3000 that Knop LLC owes the city, but you can harass us and not allow us access to variance or exception proceeds?

Corey Platt and Sons are licensed contractors and are alleging to the State Contractors Board that they operate out of Division Street. Yet, they have torn up the front yard of the single family residence, store large amounts of equipment and have received no notice of non confirming although after months of delay you have stopped Doyel and his employees from parking on an illegal lot was contracted illegal without any interference, but your Enforcement Officer can go up 99w and see the "illegally" parked vehicles. Again if Susan and I did the same as Doyel, you would do everything possible to shut us down and harass us and I will point out to you that we ran a construction yard faculty and ODOT used it as a staging area and licensed it and multiple activities and you still went out of your way to harass us. Of course this started with Pessimier but has gone on during your tenure. Let me add that Nancy and Al Williams lived at 22065 and have never parked construction equipment and/or run a contraction company out of that location. They certainly did not tear up their front yard and use it for construction purposes and yes Bill Collins is not shutting that operation down.

The entire problem with your actions is that they are a form of inverse condemnation and are far more sinister and vile than the use of eminent domain. You tell a property owner they have certain right, then a series of incidents are established and you find out that that you can't get a permit. You ruin the person's health and put their business in danger and you destroy their life saving. This time you are caught with your hand in the cookie jar. Put in Cedar Creek or buy our property. Our are in the millions and much more in other damages and the cost is running up. I would try to make a final simple observation. From your phony sign code which is unreadable and unenforceable to your our outrageous attempts to make our property undevelopable, here are talking points that Mr. Doyel came in to finalize May's attempt to halt the development of out 99w Highway properties. You have no place to hide now. Either you shut Doyel's operation down while we appeal this to the proper authorities and discontinue Mr. Doyel's attempts to get this permit or you (Joe Gall) are forcing direct legal action.



Exhibit P

**R. James Claus
22211 SW Pacific Highway
Sherwood, Oregon 97140
503-625-5265 Tel
503-625-6051 Fax**

October 31, 2013

Mr. Joe Turner
Hearings Officer
City of Sherwood
Pine Street
Sherwood, Oregon 97140

RE: Knob Properties, LLC
Handle Properties, LLC
SP 13-01
Application for Parking Lot

Dear Hearings Officer Turner--

First, thank you for providing seven days as a comment period. Even though I have still been sick I have spent a lot of time to get materials submitted to the record. I apologize up front that some of the materials are comments are in rough form.

I am responding to the above referenced land use application for the Knob and Handle properties. The representative of those different ownerships is Nathan Doyel. The applicant is requesting a 35 space parking lot to be built on the Knob property for the benefit of the Handle property. The Handle property is 0.84 acres and is built out with a 14,454 sf dental building and has 38 on site parking spaces and 10 on street parking spaces along Handley Drive. When Tax Lot #1600 obtained its site plan approval in 2007, 48 spaces was the minimum spaces allowed. The maximum spaces allowed was 72 per the 2007 approval.

The Knob property, consisting of 2 acres was purchased on October 10, 2011 for \$785,000 with a \$471,000 conventional loan as noted in the public records. The sellers lived in the 1550 sq.ft single family house with a three plus car detached garage and some additional storage. Mrs. Williams also operated a hair salon business out of some converted salon space adjoining the garage. County records show the house is 62' x 25' for a total of 1,550 sq.ft. and the garage is 42' x 23' with an 8' x 31' extension for a total of 1,214 sq.ft. (See Washington County Tax Records) They had one RV and a couple of cars typically parked on the property. The north yard was naturally landscaped in grass. The south part of the compound was also in grass with an old abandoned driveway extension that was used to enter and exit the highway before ODOT purchased the southern access point. There were also several trees on the lot. They did not park heavy construction equipment in the driveway or in either of the grassy areas. Here is a photo of the "before" condition of tax lot #2100:



Figure 1: View of Tax Lot #2100 BEFORE Illegal Parking Pads and Cutting of Trees

TIMELINE

A timeline of activities surrounding this application is important before addressing several problems within the Sherwood Development code. Staff is misrepresenting several facts of this development.

Pertinent background for the city code requirements, Doyel application, and staff comments on the parking lot proposal include excerpts from a letter Susan Claus sent to the city's municipal court judge, Jack Morris in July of 2011. This is significant to the Doyel application because it shows that the city pursued an unprecedented alleged code enforcement action against her including setting up a trial in Sherwood's Municipal Court. In contrast, Mr. Doyel's blatant illegal code actions in late 2011, resulted in a code enforcement letter being generated only under threat of the state police coming in to Sherwood to enforce the code. The Clauses did not support the prior Mayor and city manager, while Mr. Doyel was a direct contributor to the former mayor and actively endorsed his attempt to win reelection in 2012.

Shortly after the October 2011 purchase, during the reign of the now-ousted mayor Keith Mays, the applicant

changed the north and south yards from their natural landscaped grass. Several trees were cut down. Heavy equipment was brought in to create two large parking lot areas. Approximately six feet of dirt and top soil was removed from the site, then graded, and gravel was brought in to complete the change from natural landscaping to graveled parking lots over almost 3/4 of an acre. No land use application was made, no grading permits were asked for or granted, no tree cutting permit was applied for, and no permit applied for to add and grade a driveway for code standards for parking of heavy construction equipment. No enforcement was initiated even though complaints were received. See Photo below:



Figure 2 View of TL #2100 AFTER Illegal Parking Pads Installed and Trees Cut Down

As soon as the gravel was in place, the adjoining property business tenants and their employees began accessing that parking area from the highway. They used tax lot #2100 for employee parking for tax lot #1600. All of the cars accessed these illegal parking areas from the highway. An informal walkway was also created so the business owners/employees could access tax lot #1600 from the graveled parking area on the adjoining lot.



Figure 3 Street View of North part of TL #2100 AFTER Illegal Parking and Tree Removal

A tenant was set up in the existing house on tax lot #2100. The tenant happens to be a licensed contractor in the State of Oregon who had another property in Sherwood listed as the business address. That property was a 1900 sf residential house and garage located on an approximately 6,000 sf lot. It is still listed as his place of business, however, a sale transacted on the property in October of 2012 and that property could never accommodate his various heavy pieces of construction equipment. That equipment is parked on Tax Lot #2100. Below is a photo of some of his equipment currently being stored on site in the front south yard area: a commercial dump truck and a large trackhoe.



Figure 4 Example of Construction Equipment being used and stored on TL #2100

In the staff report, it states on page 7:

The portion of Lot 2100 not associated with this request will continue to include the single-family residence. The use is a pre-existing non-conforming condition since single-family residences are not permitted unless for a security person or for a different form of residence normally associated with a conditional use. That property is not to be used for any type of commercial use without prior authorization and proper permits from the City of Sherwood. Both, the property owner and the renter have been made aware of these requirements. If it is subsequently found that a commercial use is operating on that lot, then the property owner will be subject to code enforcement and face violations of up to \$500 a day pursuant to section 16.02.040 of the Sherwood Zoning and Community Development Code.

The applicant is violating Sherwood code Section 16.94.010 (E) (3) which states :

*Vehicle parking is allowed only on improved parking shoulders that meet City standards for public streets, within garages, carports and other structures, **or on driveways or parking lots that have been developed in conformance with this code.** Specific locations and types of spaces (car pool, compact, etc.) for parking shall be indicated on submitted plans and located to the side or rear of buildings where feasible.*

The single space that the applicant has planned to accommodate the existing non-conforming single family house is part of the proposed north side parking lot. The Pacific Family Dental building can have a maximum of 72 parking spaces.

The applicant also has stated that the ten parking spaces located on Handley Drive which are counted toward his 48 spaces have been taken by the neighboring apartment complex. Normal apartment parking activity is such that many of the tenants work during the day, so cars are gone from the complex or area parking during daylight hours. At nighttime is when one would expect the apartment dwellers to be home-- which is precisely when the dental offices are closed. Below is a photo of Handley Street taken on Monday night, October 28, 2013 at approximately 9:30 pm. There was only one car parked at the end of the street. Handley Street has more than the 10 parking spaces noted on the approved 2006 Preliminary Street, Utility, and Parking Lot Plan (Working copy plan dated 9-26-06). There are other spaces located to the west of Cedar Brook Way on Handley Drive.

Other than the statement made by the applicant, there appears to be no evidence that the parking allocation and availability along Cedar Brook Way is compromised. With that available parking along Handley Street, and the proposal to add additional accessory use parking puts the dental office in excess of the maximum parking spaces allowed for the size of the dental office building. The application violates the maximum parking standard allowed of 72 spaces. With the proposal, the applicant has 73 off street parking spaces in addition to the 10 parking spaces along Handley Drive for a total of 83 parking spaces.



One simple reason the applicant could be having trouble with the parking in the area is that there are four separate dental businesses leasing that building. Not only is Pacific Family Dental there, but also, Bittner Dentistry For Kids, Wilson Orthodontics, and Sherwood Oral Surgery. Each business comes with its own staff as well as patients. All of the business tenants has similar office hours. No other commercial uses are in the immediate area surrounding TL #1600. The property to the north is vacant office space and has its own chained off parking area. It is not causing any burden on the area parking. In observing TL #1600 for a few days as part of this application, several staff cars come in the morning to take care of the four businesses. Some of these staff vehicles park in the public parking areas-- in spaces that are not part of the ten designated in the original site plan. There are at least an 10 additional public parking spaces along Handley Drive and along Cedar Brook Way. Here are a couple photos showing some additional public parking space areas that are utilized by the Cedar Brook Professional Building.



Figure 5 View of Handley Drive looking east toward Pacific Family Dental office building



Figure 6 Additional parking on Cedar Brook Way from Pacific Family Dental, et.al. patients or staff

Cannot Discount the Political Side to these Problems

In early 2012, complaints were made to the city staff for the changes of use as well as the fact that no grading permit had ever been obtained. The then acting interim city manager, Tom Pessimier refused to stop the usage or issue any code violations to the owner. The Sherwood police department did not pursue any enforcement measures. In late April 2012, Joe Gall was selected to take over as city manager. The Doyel problem fell in his lap. The then Mayor of Sherwood, Keith Mays, was running for re-election at the time-- it was a struggle he would eventually lose, but not before endorsements. Mr. Doyel was prominently featured in the mayor's re-election campaign. Not only did Mr. Doyel contribute toward the mayor's campaign, but he endorsed the mayor in all the mayor's ads and on the Mayor's re-election campaign web site. (See attached ads, website info, campaign finance history for Friends of Keith Mays). As the campaign heated up, there was concern from the incumbent's side. On October 14, 2012, just three weeks before the mayoral election, a year after the purchase of the property, and several months after the unauthorized improvements and removal of

trees from the site, the applicant went in for a pre-application meeting with the city staff. Still, no cease and desist warning or letter was issued by the staff regarding the newly developed gravel parking lot. On November 6, 2012 the sitting mayor, Keith Mays was defeated in his attempt to win re-election.

In late April 2012, the city issued a letter to all the impacted property owners along Cedar Brook Way. In the letter it states in part: "... your property located at 22211 SW Pacific Highway have [sp] been identified as potentially having this extension through your property as a requirement when your property develops/re-develops. The city is aware that uncertainty about where and how this road will extend through properties and connect to Highway 99W and to Meinecke and Elwert Road has been a concern to the property owners in the area." Ultimately the city held hearings, made some changes to the Transportation System Plan (TSP) and stated that they would be further studying the road. About one month after the TSP hearing, the staff asked the City Council to withdraw from further studying Cedar Brook Way.

On May 7, 2013 seven months after the pre-application hearing, Wal-Mart announced plans to build in Sherwood. The community responded negatively to the surprise. Hundreds of towns people showed up at the City Council meetings demanding accountability of the elected officials. It was a stressful time. One city councilor and his wife had an off duty Washington County officer visit the Claus property to deliver a warning and accusation. Unfortunately, that officer was out of line and wrong in his accusations. After calls to the Washington County sheriff's department, the matter was investigated. The sheriff's department assured Mr. Claus that he had every right to attend public meetings and not be harassed. The department wanted to be apprised of any further problems.

A case in point for unequal treatment, of course is the parking lot conversion problem. The sheriff's department suggested to Claus to approach the Sherwood Police Department one more time regarding the code violations on the Doyel property and let them know that if they did not feel like they could enforce their own code that the division of the state police could. After speaking directly with Chief Jeff Groth, and relaying the message, a letter was issued by the police department stating that a \$500 a day fine would be issued if they continued to park in the unauthorized area.

It was only after that letter was issued that Doyel put together an application-- some 10 months after the pre-application, and approximately 18 months after the purchase and illegal conversion of the property. To say that Mr. Doyel was not brought here kicking and screaming would be a misstatement-- he resisted any formal process regarding his and his business tenants' parking lot activities.

ATTEMPT TO CIRCUMVENT PUBLIC IMPROVEMENT RESPONSIBILITY

Mr. Doyel purchased TL #2100 knowing there were associated responsibilities regarding public infrastructure such as the Cedar Brook Way extension, the visual corridor and sidewalk along Pacific Highway as two examples. He is bitterly complaining about those responsibilities now. It is not a new complaint with him however. When he built the dental building, he actively argued against extending Cedar Brook Way in front of TL #1600.

An excerpt from Tom Pessemier, City Engineer, dated December 5, 2006 addresses Mr. Doyel's request at the time of the first site plan to defer any Cedar Brook Way improvements:

Staff agrees design information is limited regarding the future extension of this street. It was for this reason that the Design Engineer's request not to require full half street improvements up to the neighboring property line was granted, thus the issue has been addressed.

Staff also notes the extension of this public street is certain. The neighboring property at 22065 SW

Pacific Highway is currently for sale. Upon redevelopment of this commercially zoned site, ODOT has a policy to restrict access to Highway 99W and they will very likely require their Highway access to be removed. At this time the City will require a new access coming off of Cedar Brook Way. Dedication and construction of this extension will be a condition of development. This will occur regardless of whether a land bridge or the extension of Cedar Brook Way beyond the subject property takes place.

Our comment here is that TL#2100 was available for sale at the time of the original site plan. The 2 acre property was on the market for more than FIVE YEARS. Several potential buyers looked at the property but turned away from it because of the Cedar Brook Way extension requirements and the limited usable acreage. The obligation of those improvements on a site that only had approximately one acre usable, given the pricing of the owners was not attractive enough for interested parties to buy. Finally, however, the neighbor, Mr. Doyel purchased TL #2100 on October 10, 2011. He had very specific purposes for the purchase and memorialized them with the sellers. In the recorded Addendum to Trust Deed at the time, Mr. Doyel and the Williams state the terms of sale including:

The consent by Beneficiary to one transfer shall not constitute consent to other transfers. (Section 18, 2nd paragraph, 2-3 lines.)

The transfer by Nathan and/or Elizabeth Doyel of a majority ownership interest in Grantor to a person or persons other than Nathan and/or Elizabeth Doyel shall be deemed a conveyance for the purposes of Section 18. (Section 18, 3rd paragraph, lines 2-4.)

Notwithstanding anything in the Trust Deed or this Addendum to Trust Deed to the contrary, ***Beneficiary's consent shall not be required for any of the following:*** (a) renting all or any parts of the Property, from time to time, provided that any such leasing shall not relieve Grantor of its obligations to Beneficiary under this Trust Deed or the promissory note of even date herewith, ... (c) ***obtaining development approvals, zoning changes or any other land use approval affecting the Property;*** or (d) transferring the property to any entity controlled by Nathan and/or Elizabeth Doyel; providing that Nathan and Elizabeth Doyel have signed a personal guaranty for the obligations secured by this Trust Deed. (Section 18, 4th paragraph, lines 1-9)

Other site specific language was inserted into the Addendum to the Trust Deed at the time of the October 2011 sale: "... any substantial redevelopment of the Property **other than construction of a parking area** shall be subject to Beneficiary's approval which shall not be unreasonably withheld." (Section 19, 1st Paragraph, lines 5-7)

Doyel set the terms of the sale with the Williams for TL #2100 that acknowledges he needs no Beneficiary approval for a parking area, a change of the entity ownership of the parcel, or when he goes to obtain any land use approvals for the property. It is premeditation and sets the stage to accomplish what Mr. Doyel is now trying to accomplish: parking areas for the adjoining dental building, later changing the LLC, and even the ability to later do a lot line adjustment to expand TL #1600 and contract TL #2100.

Doyel was well aware of the obligations associated with the public improvements for TL #2100 from the December 5, 2006 Pessemier memo. Doyel's illegal conversion of the grass areas on TL #2100 with graveled parking areas as well as the tree removals show a blatant disregard for the rules or a knowledge that he was above the law.

I have submitted more comments and materials for the file and am also including a set of comments from the staff report. My **Comments are in RED throughout the document.**

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**CITY OF SHERWOOD
Staff Report**

**October 17, 2013
File No: SP 13-01
Pacific Family Dental
Parking Lot**

To: Hearing Officer

Pre-App. Meeting: October 15, 2012
App. Submitted: July 19, 2013
App. Complete: August 19, 2013
120-Day Deadline: December 17, 2013
Hearing Date: October 24, 2013

FROM: _____
 Brad Kilby, AICP, Planning Manager

Proposal: The applicant is proposing to expand an existing parking lot onto an adjacent parcel of land. The existing parking lot includes 38 onsite parking spaces. With the proposed expansion, 73 total parking spaces will be provided. The property is zoned General Commercial (GC). The applicant's materials are attached to this report as **Exhibit A**.

I. BACKGROUND

A. Applicant/Owner:

Handle Properties, LLC & Knob Properties LLC
Attn: Dr. Nathan Doyel
17680 SW Handley Street #101
Sherwood, OR 97140

Applicant's Representative
AKS Engineering
13910 SW Galbreath
Sherwood OR 97140

NO UNITY OF OWNERSHIP: The title of this application is Pacific Family Dental Parking Lot expansion. Pacific Family Dental is an LLC owned by Nathan Doyel and his business partner, Ben Aanderud. Handle Properties, LLC is owned by Elizabeth P. Doyel and Nathan Doyel. This LLC owns the 0.84 acre parcel and building that the Pacific Family Dental uses and leases from Handle Properties. The third LLC, Knob Properties, LLC has Nathan Doyel as its sole member. Knob Properties owns the recently acquired 2 acre parcel immediately south of the Dental office building. This application is flawed of the different ownerships and the treatment of the proposed "parking lot" as it relates to the three entities.

B. Location: The properties are located at 17680 SW Handley Street and 22065 SW Pacific Highway, on the west side of Pacific Highway. The properties are identified as tax lot 1600 on Washington County Assessor Map 2S130CD and tax lot 2100 on Washington County Assessor Map 2S131BA.

C. Parcel Size:

Parcel	Size
TL 1600	0.8 acre
TL 2100	2.0 acres

Combined the subject properties are approximately 2.8 acres in size.

D. Existing Development and Site Characteristics:

The owner of the Pacific Family Dental office building owns two lots adjacent to each other. The 14,504 square foot office building is on one lot, and there is currently a single- family home and several outbuildings on the second lot. The site slopes gently downward to the west and northwest. To the west and southwest the site slopes steeply downward toward a ravine. The site is located directly adjacent to Pacific Highway. The properties are surrounded by existing residential and commercial uses.

Comment: The minute that you read this application, several key questions come into existence. Why would the City of Sherwood allow Nathan Doyel to illegally attempt to construct a parking lot on 22065 SW Pacific Hwy? Then not issue a seize and desist order and then also not fine him \$500 a day for the 17 months that it has been happening? Those questions have never been answered and they have taken a low level planning process that, if he accomplished building his half an acre parking lot, he will have it done by paying no fees. All he has to do to lie and do a lot line adjustment hearing and he can block Cedar Creek Way and Eastern District from being developed which has been Keith Mays goal for years. Simply put, this appears to be a conspiracy to stop properties for developing in competition with the Urban Renewal District and/or the blatant hostility Mays, the City Staff and Doyel has for the Claus family. The owner of the Pacific Family Dental, LLC has two partners, Nathan Doyel and Ben Aanderud. Why does this document misrepresent this fact? Who is involved? is Beery, Elsner and Hammond (BEH) involved in this misrepresentation?

- E. Site History: The existing office building on tax lot 1600 was approved by File No. SP 06-07 on January 5, 2007 and was constructed in 2008. The 1,550 square foot existing dwelling on tax lot 2100 was built in 1962. The only approved access to the dwelling on tax lot 2100 is from Pacific Highway. Access to the office building on tax lot 1600 is from Handley Street.

COMMENT: The existing office building and site plan including parking was approved on January 5, 2007 and was constructed in 2008.

At that same time, Tax Lot 2100 was owned by Al and Nancy Williams who lived in the house that has a three car oversized garage. Nancy ran a commercial hair salon from a room attached to the three car garage that was detached from the house. She had her business on site for several years. The site is serviced by well and septic. The Williams never owned/parked heavy construction equipment on their property. They had their cars, their client's cars and an occasional RV in the driveway. The yard in front of the house and in front of the buildings was in grass with a play structure.

After the Knob Properties, LLC was purchased, both front yard areas were illegally converted to parking areas. The actual approved access for this property yon 22065 SW Pacific HWY is Cedar Brook Way. it has both water and sewer and is stubbed out to the property and this is exactly what Doyel is avoiding trying to connect to.

- F. Zoning Classification and Comprehensive Plan Designation: The property is zoned General Commercial (GC). Public or commercial parking is an outright permitted use in this zone. This proposal is a request for site plan approval to construct a paved parking lot on the northeast corner of 22065 SW Pacific Highway and maintain the existing home.

COMMENT: According to the Sherwood Zoning Map, public or commercial parking is not an outright permitted use unless it falls under the heading of PERSONAL SERVICES. A parking lot for Medical and Dental Professional Offices would be required to be enclosed. The additional problem with this is that the applicant in reality is attempting to build a commercial parking lot on 22065 and has presented no evidence what so ever that he is and will not rent it to his tenants. A commercial parking lot is not allowed in general commercial as an accessory use. This is actually a key feature and key problem. By alleging that they are adjoining two parcels and keeping them in two names, he is trying to not do the required actions by law. He is a bad faith actor, and he has illegally parked on the property, all of which the police have been forced to stop and he had removed lots of dirt and trees and he should be forced to fix the property.

- G. Adjacent Zoning and Land Use: Properties surrounding the site are zoned GC, Low Density Residential, PUD and Medium Density Residential High. The site is bordered on the east side by Pacific Highway. Properties surrounding the site are developed with residential and commercial uses including residential developments to the north, west and south with a mix of housing and light commercial to the east.
- H. Review Type: According to section 16.72.010.3.c, site plans for developments between 15,001 and 40,000 square feet of parking require a Type III review with a decision made by a Hearings Officer. The proposed parking lot expansion area would be approximately 20,079 square feet. An appeal would be heard by the City of Sherwood Planning Commission so long as the person(s) filing the appeal had provided comments prior to the close of public testimony at the public hearing and has filed an appeal within fourteen 14 days after the decision has been mailed.

- I. Neighborhood Meeting: The applicant held a neighborhood meeting on June 20, 2013 at Laurel Ridge Middle School. The applicant discussed the proposed development. The applicant provided notes, a sign-in sheet, and an affidavit of mailing with the application materials. Two people from the public attended the meeting and discussed the proposed project, development on their properties, and a Wal-Mart development in the City of Sherwood.
- J. Public Notice and Hearing: Notice of the application was mailed to property owners within 1000 feet on October 1, 2013 and was posted on the property on October 2, 2013 and in five locations throughout the City on October 1, 2013 in accordance with the notice provisions of Section 16.72.020 of the SZCDC. Notice of the hearing was also provided in the October version of the Sherwood Gazette, and again in the Tigard Times on October 3, 2013.
- K. Review Criteria: Sherwood Zoning and Community Development Code, 16.22 (Commercial Land Use Districts); 16.58.010 (Clear Vision), 16.90 (Site Planning), 16.92 (Landscaping), 16.94 (Off-street Parking and Loading); 16.96 (On-Site Circulation); 16.98 (On-Site Storage); Division VI. Public Infrastructure; 16.142 (Parks, Trees and Open Spaces; 16.144 Wetland, Habitat and Natural Areas; 16.146 (Noise), 16.48 (Vibrations), 16.150 (Air Quality), 16.52 (Odors), 16.154 (Heat and Glare).

II. PUBLIC COMMENTS

Public notice was mailed and posted in five locations throughout the City on October 1, 2013. Public notice was posted on site on October 2, 2013, and placed in both the Sherwood Gazette and the Tigard Times. Staff received written comments from two citizens. The following is a summary of the comments received. Copies of full comments are included in the record unless otherwise noted.

Robert James Claus: Mr. Claus sent an e-mail on August 9, 2013 regarding this specific application. His e-mail is attached to this report as **Exhibit B**. Mr. Claus lives on the property directly west of the subject site. Within his e-mail, Mr. Claus makes many allegations that staff cannot, and will not respond. This response is limited to the two items that staff believes are relevant to the Code.

First, Mr. Claus has explained to staff on the telephone and in the August 9, 2013 e-mail that a storm drain that was set too low on Hanley Street and that because of that circumstance caused significant headward erosion on his property and has materially damaged their property. He adds that the proposed development will exacerbate this condition. Mr. Claus explained that he has discussed this problem with the City, Clean Water Services, and ODOT in the past.

Staff did view the area in question from the Pacific Highway right-of-way, and reviewed the aerial photo from Google. Mr. Claus is correct, in that I did observe erosion of the drainage way, and it is no doubt caused by heavy flows during storm events that are channeled across Pacific Highway. However, there is absolutely no evidence to suggest that this proposal has caused the damage in question, or that the qualified professionals are wrong in their assessment of the proposed handling of stormwater from the proposed development. The proposed development intends to capture and treat the stormwater on-site, and convey that stormwater into an approved public system that, according to both the City and the applicant's consulting engineers maintain has the capacity necessary to accept and convey that water consistent with the City's adopted stormwater management plan, and Clean Water Services adopted rules and regulations.

The second issue that staff can respond to is the future extension of SW Cedar Brook Way. Mr. Claus believes that this proposal should be required to provide the right-of-way necessary to ensure that his property and several other properties west of his property have a means develop that right-of-way so that their property can be provided with the access necessary to develop. Their land is also zoned General Commercial, and is underdeveloped. Staff has been informed by Mr. Claus on multiple occasions that he would like to develop his property, but that he cannot without that street extension. Staff agrees that construction of that street is necessary to develop Mr. Claus' property and those properties further west. The future extension of that right-of-way is shown in the City's TSP as a necessary connection.

The street has been deemed a collector that makes the right-of-way dedication and construction of the street creditable towards the property owner's transportation systems development charges. That said, the applicant is not proposing any new access to that right-of-way, or enlarging the building in a manner that is expected to generate any additional trips. Staff has consulted with the City Attorney on this matter, and it was determined that neither the dedication nor the construction of that street was roughly proportionate to the impacts created by the parking lot expansion. That being said, Engineering and Planning staff have shared the incentives of SDC credits in this report, and have indicated to the applicant's consultant that the right-of-way is desirable for future connectivity in the area. Staff will continue to encourage the applicant to work with adjacent property owners to address this issue, but that decision ultimately lies with the property owner until such time that the City determines that it is in the best interest of the community to purchase and/or condemn the right-of-way. The City is not at that point.

Michelle Barrera Staff received a letter from Mrs. Barrera that is dated October 9, 2013 in which she supports the project as proposed. Mrs. Herrera claims that the project will improve on-street parking in and around her neighborhood. Her letter is attached as **Exhibit C**.

III. AGENCY COMMENTS

Staff sent e-notice to affected agencies on September 19, 2013. The following is a summary of the comments received. Copies of full comments are included in the record unless otherwise noted.

Clean Water Services: The CWS Pre-screen letter is attached to this report. CWS provides conditions and special conditions through the Service Provider letter attached as **Exhibit K**. Specifically, 18,199 square feet of degraded vegetated corridor must be enhanced to good condition. A minimum of 182 trees and 910 shrubs shall be planted in the vegetated corridor identified in the attached report. These comments are attached as **Exhibit D**.

Oregon Department of Transportation: Seth Brumley stated that it does not appear that the proposal would affect approach permits, but inquired whether the City would be requiring frontage improvements. These comments are attached as **Exhibit E**.

Pride Disposal Company: Kristen Leichner stated that the enclosure is described as a 20' x 10' area. There are some additional requirements that need to be met that cannot be determined from the site plan:

- The enclosure needs to have inside measurements of 20' wide and 10' deep.
- There should be no center post at the access point in the center of the enclosure.
- The gates will need to allow for the full 20' needed to access the enclosure. They should

be hinged in front of the enclosure walls to allow for the full 20' width. This will also allow for the 120 degree opening angle that is required.

- The gates need cane bolts and holes put in place for the gates to be locked in the open and closed position. The holes for the gates to be held open need to be at the full 120 degree opening angle.
- No roof on the enclosure
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These comments are included as **Exhibit F**.

Tualatin Valley Fire and Rescue (TVFR): John Wolff, Deputy Fire Marshal for TVFR submitted a comment sheet stating that they encourage the approval of the request and have no comments. These comments are attached as **Exhibit G**.

Sherwood Engineering Division: Craig Christensen, P.E., provided comments regarding this application that are attached to this report, and are incorporated into this report. Mr. Christensen's comments respond to public utility and design issues. These comments are included as **Exhibit H**.

IV. SITE PLAN REVIEW REQUIRED FINDINGS (SECTION 16.90)

Chapter 16.90 – Site Planning

16.90.030 – Site Plan Modifications and Revocation

D. Required Findings

No site plan approval shall be granted unless each of the following is found:

- 1. The proposed development meets applicable zoning district standards and design standards in Division II, and all provisions of Divisions V, VI and VIII.**

FINDING: This standard can be met as discussed and conditioned in this report.

- 2. The proposed development can be adequately served by services conforming to the Community Development Plan, including but not limited to water, sanitary facilities, storm water, solid waste, parks and open space, public safety, electric power, and communications.**

FINDING: The office building is already served by existing water, sanitary, storm water, solid waste, public safety, electrical power, and communications providers. The applicant is not proposing any new utility improvements for the proposed parking lot extension. If it is subsequently determined that water service is necessary for the purposes of providing irrigation, improvements related to water service will be required. The specifics related to this determination are discussed in greater detail later in this report. As discussed and conditioned later in this report, it is feasible for the applicant to satisfy this standard.

Comment: First of all, in spite of the non confirming code preventing the action on the house, namely tearing out buildings , square footage and bathrooms, the applicant admitting he doesn't know the location of the septic tank means that he doesn't know if it has failed. This is simply not allowed in a non confirming use and since there is water and sewer stubbed out to this property, there no reason that Mr. Doyel doesn't go out Cedar Brook way and use those ingress and

egress as well as the public utilities.

- 3. Covenants, agreements, and other specific documents are adequate, in the City's determination, to assure an acceptable method of ownership, management, and maintenance of structures, landscaping, and other on-site features.**

FINDING: The site is owned by Handle Properties, LLC & Knob Properties LLC and already developed. The maintenance of structures, landscaping, and other on-site features have been on-going, and do not appear to be neglected. This standard is satisfied.

- 4. The proposed development preserves significant natural features to the maximum extent feasible, including but not limited to natural drainage ways, wetlands, trees, vegetation (including but not limited to environmentally sensitive lands), scenic views, and topographical features, and conforms to the applicable provisions of Division VIII of this Code and Chapter 5 of the Community Development Code.**

FINDING: According to the Natural Resource Assessment written by SWCA Consultants and corroborated by Clean Water Services, there are on-site wetlands on the western portion of tax lot 2100, which requires a 50-foot-wide vegetated corridor. No vegetated corridor impacts are proposed by the applicant. Clean Water Services has identified the vegetated corridor as being degraded and is requiring restoration efforts by the applicant. Included in the Natural Resource Assessment is a plan for enhancing the vegetated corridor to the specifications required by Clean Water Services. The plan includes a list of native trees, shrubs and groundcovers that would be planted upon approval. Specifically, the plan states that prior to the ground disturbance an erosion control permit is required through the City. Additionally, a maintenance plan describing a two-year maintenance period is included with the vegetated corridor planting plan. The site does not contain any additional significant natural features. The Natural Resource Assessment is included in this report as **Exhibit J**.

RECOMMENDED CONDITION: Prior to final site plan approval, the applicant shall submit evidence-indicating compliance with the required conditions provided by Clean Water Services File Number 13-001610, **Exhibit K**. This includes obtaining City of Sherwood Building Department approval for any grading or erosion control plans.

- 5. For a proposed site plan in the Neighborhood Commercial (NC), Office Commercial (OC), Office Retail (OR), Retail Commercial (RC), General Commercial (GC), Light Industrial (LI), and General Industrial (GI) zones, except in the Old Town Overlay Zone, the proposed use shall satisfy the requirements of Section 16.108.080 Highway 99W Capacity Allocation Program, unless excluded herein.**

FINDING: The proposed parking lot extension would not increase vehicular traffic to the site. No changes are proposed for the existing office building that would cause an increase in vehicular traffic to the site. Therefore, this standard is not applicable to the proposed development.

Comment: In spite of the fact that the two members of the Pacific Family dental have said opposite items in that they are losing customers because of lack of parking, this is one of the most fabricated logic in the report. It is known that when you run out of parking spaces, that customers will not wait to look for parking. Simply put, what Doyel is trying to do is offset his mistake is to have 2.5 parking spaces per thousand feet and add separate space with illegal parking and wait till he has gone through this land use process so he can later do a lot line adjustment would be avoiding the improvement on Pacific Hwy, dedication of Cedar Brook Way and all of the associated requirements.

6. For developments that are likely to generate more than 400 average daily trips (ADTs), or at the discretion of the City Engineer, the applicant shall provide adequate information, such as a traffic impact analysis or traffic counts, to demonstrate the level of impact to the surrounding street system. The developer shall be required to mitigate for impacts attributable to the project. The determination of impact or effect and the scope of the impact study shall be coordinated with the provider of the affected transportation facility.

FINDING: The proposed parking lot extension would not increase vehicular traffic to the site. No changes are proposed for the existing office building that would cause an increase in vehicular traffic to the site. Therefore, this standard is not applicable to the proposed development.

Comment: Again the same comment, does Doyel expect us to believe that his private statements about his needing parking to be competitive need to be ignored because he doesn't have to pay the fees. This standards are applicable and he doesn't meet them.

7. The proposed office, retail, multi-family, institutional or mixed-use development is oriented to the pedestrian and bicycle, and to existing and planned transit facilities. Urban design standards shall include the following:
 - a. Primary, front entrances shall be located and oriented to the street, and have significant articulation and treatment, via facades, porticos, arcades, porches, portal, forecourt, or stoop to identify the entrance for pedestrians. Additional entrance/exit points for buildings, such as a postern, are allowed from secondary streets or parking areas.
 - b. Buildings shall be located adjacent to and flush to the street, subject to landscape corridor and setback standards of the underlying zone.
 - c. The architecture of buildings shall be oriented to the pedestrian and designed for the long term and be adaptable to other uses. Aluminum, vinyl, and T-11 siding shall be prohibited. Street facing elevations shall have windows, transparent fenestration, and divisions to break up the mass of any window. Roll up and sliding doors are acceptable. Awnings that provide a minimum 3 feet of shelter from rain shall be installed unless other architectural elements are provided for similar protection, such as an arcade.

FINDING: No changes are proposed for the existing building, which is already oriented to Handley Street. The proposed parking lot extension would be located behind or to the side of the existing building depending on the frontage, but the parking is not proposed between the building and existing right-of-way. Therefore, this standard is not applicable to the proposed development.

Comment: The location of the 22065 property is totally off of the existing Cedar Brook Way, but it is part of the TSP plan for it to be connected and utilize Cedar Brook Way for its legal access. The sewer and water extensions are there and the parking remains as a sole separate use and although it is a standalone. Unless Mr. Doyel want to do a lot line adjustment now and pay all of the fees, the dedications required, etc. he does not meet this condition.

V. APPLICABLE CODE STANDARDS

Division II – Land Use and Development

The applicable provisions of Chapter 2 include: 16.22 (Commercial Land Use Districts)

and 16.58 (Clear Vision and Fence Standards)

Chapter 16.22 – Commercial Land Use Districts

16.22.020 – Uses

The table (16.22.020 in the Development Code) identifies the land uses that are permitted outright (P), permitted conditionally (C), and not permitted (N) in the Commercial Districts. The specific land use categories are described and defined in Chapter 16.88 Use Classifications and Interpretations. In this instance, the properties are zoned General Commercial (GC)

FINDING: The applicant is proposing to pave the northeast corner of tax lot 2100 to better provide parking for Pacific Family Dental and bring the gravel parking lot up-to-date with paving and landscape improvements in accordance with City of Sherwood standards. The gravel parking lot was constructed without permits, and the City has been working with the property owner over the course of the last year and several months to bring the property into compliance. The current use of tax lot 1600 as a professional dental office was identified in the SP 06-07 approval as a “medical and dental office” use, which is a permitted use within the GC zoning district. The proposed parking lot extension would be an accessory use to the existing office and would, therefore, be an outright permitted use subject to site plan approval.

The portion of Lot 2100 not associated with this request will continue to include the single-family residence. The use is a pre-existing non-conforming condition since single-family residences are not permitted unless for a security person or for a different form of residence normally associated with a conditional use. That property is not to be used for any type of commercial use without prior authorization and proper permits from the City of Sherwood. Both, the property owner and the renter have been made aware of these requirements. If it is subsequently found that a commercial use is operating on that lot, then the property owner will be subject to code enforcement and face violations of up to \$500 a day pursuant to section 16.02.040 of the Sherwood Zoning and Community Development Code. This standard is satisfied.

Comment: First of all this is not a gravel parking lot, it is simply an illegal excavation. The first principal in land use planning is that for something to be labeled it must be conforming to the land use zoning, engineered and contracted per the Oregon State Building Code. this is simply an illegal activity that the police had to stop.

This is absolutely a commercial use. He is parking vehicles on it for a commercial propose. That is servicing his office building that he owns under Handle LLC, which he owns with his wife. No one has asked anyone if there is going to be rent adjacent for the tenets so therefore these stamens may most likely be fraudulent per say and he does not meet these standards. Further it is beyond belief that the City of Sherwood is working in a building doing the various activates for the dental building are not using it for a commercial use and it is almost offensive to find someone to do this.

16.22.30 – Dimensional Standards

No lot area, setback, yard, landscaped area, open space, off-street parking or loading area, or other site dimension or requirement, existing on, or after, the effective date of this Code shall be reduced below the minimum required by this Code. Nor shall the conveyance of any portion of a lot for other than a public use or right-of-way, leave a lot or structure on the remainder of said lot with less than minimum Code dimensions, area, setbacks or other requirements, except as permitted by Chapter 16.84. (Variance and Adjustments).

A. Lot Dimensions

Except as otherwise provided, required minimum lot areas and dimensions shall be:

1. Lot area: 10,000 square feet
2. Lot width at front property line: 70 feet
3. Lot width at building line: 70 feet

FINDING: The existing lot area, lot width and width at the building line exceed the minimum requirements prescribed above. The applicant is not proposing to modify the dimensions of the existing lots. Since this request does not include a land division or reconfiguration of the lots involved, these standards are not applicable to the proposed development.

Comment: This is a case that under no circumstances should Doyel be allowed to do a lot line adjustment. There should be documents present that do not allow him to do a lot line adjustment on this property.

B. Setbacks

Except as otherwise provided, required minimum setbacks shall be:

1. Front yard:	None, except when abutting a residential zone, then there shall be the same as the abutting residential zone.
2. Side yard:	None, except when abutting a residential zone, then there shall be a minimum of twenty (20) feet.
3. Rear yard:	None, except when abutting a residential zone, then there shall be a minimum of twenty (20) feet.
4. Height:	Fifty (50) feet.

STAFF ANALYSIS: The northwest corner of tax lot 2100 is adjacent to a residential zone. No new structures are being proposed as part of this project. The proposed parking lot would be located in the northeast corner of tax lot 2100 and would, therefore, not be adjacent to a residentially zoned lot and not subject to setbacks. In fact, as part of this proposal, the applicant intends to remove one of the large shop buildings on site.

FINDING: As proposed, the setbacks are not affected by the proposed development. This standard is not applicable.

16.22.060 – Community Design

For standards relating to off-street parking and loading, energy conservation, historic resources, environmental resources, landscaping, access and egress, signs, parks and open space, on-site storage, and site design, see Divisions V, VIII and IX.

STAFF ANALYSIS: The applicable standards that are listed in the Community Design section are addressed elsewhere in this report. As proposed, the development will meet these standards: off – street parking, energy conservation, environmental resources, landscaping, access and egress, signs, parks and open space, on-site storage, and site design. There are not any historic resources on site therefore that standard is not applicable.

Chapter 16.58 – Clear Vision and Fence Standards

16.58.10 – Clear Vision Areas

- A. A clear vision area shall be maintained on the corners of all property at the intersection of two (2) streets, intersection of a street with a railroad, or intersection of a street with an alley or private driveway.
- B. A clear vision area shall consist of a triangular area, two (2) sides of which are lot lines measured from the corner intersection of the street lot lines for a distance specified in this regulation; or, where the lot lines have rounded corners, the lot lines extended in a straight line to a point of intersection, and so measured, and the third side of which is a line across the corner of the lot joining the non-intersecting ends of the other two (2) sides.
- C. A clear vision area shall contain no planting, sight obscuring fence, wall, structure, or temporary or permanent obstruction exceeding two and one-half (2 1/2) feet in height, measured from the top of the curb, or where no curb exists, from the established street center line grade, except that trees exceeding this height may be located in this area, provided all branches and foliage are removed to the height of seven (7) feet above the ground on the sidewalk side and ten (10) feet on the street side.

The following requirements shall govern clear vision areas:

- 1. In all zones, the minimum distance shall be twenty (20) feet.
- 2. In all zones, the minimum distance from corner curb to any driveway shall be twenty-five (25) feet.
- 3. Where no setbacks are required, buildings may be constructed within the clear vision area.

FINDING: The site is located in the GC zoning district, and would be subject to setbacks when adjacent to residential zones, however, the applicant is not proposing to construct any new improvements within the clear vision area, so this standard is not applicable to the proposed development.

Comment: There is just the continued results that a standalone parking lot that, as proposed, is illegal in this zone and therefore it is going to except the clear vision area because of the landscape.

Division V – Community Design

The applicable provisions of Chapter 5 include: 16.92 (Landscaping), 16.94 (Off-street parking and Loading), 16.96 (On-site Circulation), and 16.98 (On-site Storage)

Compliance with the standards in these sections is discussed below:

16.92 – Landscaping

16.92.010 – Landscape Plan

All proposed developments for which a site plan is required pursuant to Section 16.90.020 shall submit a landscaping plan which meets the standards of this chapter. All areas not occupied by structures, paved roadways, walkways, or patios shall be landscaped or maintained according to an approved site plan. Maintenance of existing not-invasive native

vegetation is encouraged within a development and required for portions of the property not being developed.

FINDING: The proposed landscape plan illustrates that the applicant is adding perimeter landscape plantings and six new landscape islands within the parking lot. The landscape plan shows planting areas on the site in all areas which are not paved. All existing landscaping is proposed to be retained on site. Some nuisance vegetation will be removed from the vegetated corridor, and that corridor will be enhanced consistent with the standards and conditions imposed by Clean Water Services. This standard is satisfied.

16.92.20 – Landscaping Materials

A. Type of Landscaping

Required landscaped areas shall include an appropriate combination of native evergreen or deciduous trees and shrubs, evergreen ground cover, and perennial plantings. Trees to be planted in or adjacent to public rights-of-way shall meet the requirements of this Chapter. Plants may be selected from the City's "Suggested Plant Lists for Required Landscaping Manual" or suitable for the Pacific Northwest climate and verified by a landscape architect or certified landscape professional.

STAFF ANALYSIS: The proposed development includes the addition of perimeter landscaping and six landscape islands, and the applicant is proposing to maintain all existing on-site landscaping. The proposed plants include a combination of evergreen and deciduous species including trees, shrubs and groundcover. However, it is not clear that the proposed plants are "native to the Pacific Northwest." This standard could be easily met if the landscape architect submits a letter certifying that the plants are native or are the most appropriate plants given the location and soils or if they modify the plant list to provide the required native plants.

FINDING: Staff cannot confirm that the plants proposed are native. However, staff is confident that this standard can be met if the applicant submits a letter certifying that the plants are native and/or most appropriate for the site or if they modify the plant list to provide the required native plants.

RECOMMENDED CONDITION: Prior to final site plan approval, the applicant shall submit a letter from the landscape architect certifying that the plants are native and/or are the most appropriate for the site or if they modify the plant list to provide the required native plants.

B. Plant Materials Selection and Preparation

- 1. Required landscaping materials shall be established and maintained in a healthy condition and of a size sufficient to meet the intent of the approved landscaping plan. Specifications shall be submitted showing that adequate preparation of the topsoil and subsoil will be undertaken.**
- 2. Landscape materials should be selected and sited to produce a hardy and drought-resistant landscape area. Selection of the plants should include consideration of soil type, and depth, the amount of maintenance required, spacing, exposure to sun and wind, the slope and contours of the site, and compatibility with existing native vegetation preserved on the site.**

FINDING: The proposed landscaping plan states how the new landscape materials will be established and maintained in a healthy condition and sufficient size. The landscaping plans do not indicate how the topsoil or subsoil preparation will be undertaken. This standard is not met, but can be met as conditioned below.

RECOMMENDED CONDITION: Prior to final site plan approval, the applicant shall submit additional information on how the topsoil or subsoil preparation will be undertaken to ensure that the new landscape plants will receive the appropriate nutrients and soil conditions to survive.

Comment: This is one of the most ironic statements in the report. This parking lot was torn out by Doyel and it appears that he had specific contractors and engineers involved and they should have to have explain what they have done. The construction of the equipment and other impacts must be set in the record by Doyel.

C. Existing Vegetation - All developments subject to site plan review as per Section 16.90.020 and required to submit landscaping plans as per Section 16.92.020 shall preserve existing trees, woodlands and vegetation on the site to the maximum extent possible, as determined by the Commission, in addition to complying with the provisions of Section 16.142.060.

FINDING: The applicant has noted that they are proposing to maintain all existing landscaping. The landscape plan preserves vegetation to the maximum extent possible. Therefore, this standard is satisfied.

Comment: That is the biggest single statement in this area. Doyel had the entire lot cleared and what few plants are left need to be noted and perhaps a count of the trees two years ago may be needed.

D. Non-Vegetative Features - Landscaped areas as required by this Chapter may include architectural features interspersed with planted areas, such as sculptures, benches, masonry or stone walls, fences, rock groupings, bark dust, semi-pervious decorative paving, and graveled areas. Impervious paving shall not be counted as landscaping. Artificial plants are prohibited in any required landscaped area.

FINDING: The proposed plans show a mixture of existing trees, shrubs and low growing ground cover. It does not appear that there are any hardscapes being proposed to be counted towards the landscape requirement, therefore this standard is satisfied.

Comment: this is a clear acknowledgement that is this treated as a separate lot and development from the 17680 Handley lot.

16.92.30 - Site Area Landscaping and Perimeter Screening Standards

A. Perimeter Screening and Buffering

- 1. Perimeter Screening Separating Residential Zones – A minimum six-foot high sight-obscuring wooden fence, decorative masonry wall, or evergreen screen, shall be required along property lines separating single and two-family uses from multi- family uses, and along property lines separating residential zones from commercial, institutional/public or industrial zones subject to the provisions of Chapter 16.48.020 (Fences, Walls and Hedges).**

FINDING: The proposed parking lot perimeter landscaping includes a hedge comprised of trees, evergreen shrubs, and groundcovers. The proposed evergreen shrub that would form a substantial

portion of the hedge is identified as the Pacific Wax Myrtle, which has the potential to grow up to 30 feet in height without pruning, which would exceed the six (6) foot height requirement. This standard is satisfied.

Comment: It is almost hard to believe that they are saying this after the amount of work done on this site and failure to inspect it that he is breaking the law. Doyel simply went in and cleaned out this lot. He has already built an area to park on and compacted it. He has permanently impacted this area and harmed it and should pay fines for what he has done starting at \$500 a day. If Doyel were fined \$500 a day with interest he would have to pay a quarter million dollars he would help pay of the cedar creek way or maybe sell off his interest in cedar creek in event of this happening.

2. Perimeter Landscape Buffer

a. A minimum ten (10) foot wide landscaped strip comprised of trees, shrubs and ground cover shall be provided between off-street parking, loading, or vehicular use areas on separate, abutting, or adjacent properties.

b. The access drives to a rear lots in the residential zone (i.e. flag lot) shall be separated from abutting property(ies) by a minimum of forty-two-inch sight-obscuring fence or a forty-two-inch to an eight (8) feet high landscape hedge within a four-foot wide landscape buffer. Alternatively, where existing mature trees and vegetation are suitable, Review Authority may waive the fence/buffer in order to preserve the mature vegetation.

FINDING: The landscape plan identifies a ten (10) foot wide hedge comprised of trees, evergreen shrubs, and groundcovers between the proposed parking lot and the existing dwelling on tax lot 2100. The proposed evergreen shrub that would form a substantial portion of the hedge is identified on the landscape plan as the Pacific Wax Myrtle, which has the potential to grow up to 30 feet in height without pruning, which would exceed the eight (8) foot height requirement. This standard is satisfied.

B. Parking Area Landscaping

Purpose The standard is a landscape treatment that uses a combination of trees, shrubs, and ground cover to provide shade, storm water management, aesthetic benefits, and screening to soften the impacts of large expanses of pavement and vehicle movement. It is applied to landscaped areas within and around the parking lot and loading areas.

2. Definitions

a. Parking Area Landscaping: Any landscaped area on the site that is not required as perimeter landscaping § 16.92.030 (Site Landscaping and Screening).

b. Canopy Factor

(1) Landscape trees are assigned a canopy factor to determine the specific number of required trees to be planted. The canopy factor is calculated based on the following formula:

Canopy Factor = Mature Height (in feet) × Canopy Spread (in feet) × Growth Rate Factor × .01

(2) Growth Rate Factor: The growth rate factor is three (3) for fast-growing trees, two

(2) for medium growing trees, and one (1) for slow growing trees. The growth rate of a tree is identified in the "Suggested Plant Lists for Required Landscaping Manual."

3. Required Landscaping

There shall be at least forty-five (45) square feet parking area landscaping for each parking space located on the site. The amount of required plant materials are based on the number of spaces as identified below.

FINDING: According to the applicant's landscape plan and statement, the parking lot expansion site area would remove two parking stalls and add 37 new parking stalls. This would require a minimum of 1,665 square feet (45 sq ft x 37 = 1,665 sq ft) of parking area landscaping. The applicant is proposing 2,025 square feet of landscaping, which exceeds the requirement. This standard is satisfied

4. Amount and Type of Required Parking Area Landscaping

a. Number of Trees required based on Canopy Factor

Small trees have a canopy factor of less than forty (40), medium trees have a canopy factor from forty (40) to ninety (90), and large trees have a canopy factor greater than ninety (90);

(1) Any combination of the following is required:

- (i) One (1) large tree is required per four (4) parking spaces;
- (ii) One (1) medium tree is required per three (3) parking spaces; or
- (iii) One (1) small tree is required per two (2) parking spaces.
- (iv) At least five (5) percent of the required trees must be evergreen.

(2) Street trees may be included in the calculation for the number of required trees in the parking area.

The applicant proposes the following parking lot landscape trees:

Type of Tree	Number of Trees	Canopy Factor	Category of Tree	Parking space #
Incense Cedar	4	90	Medium	12 (4 x3)
Imperial Honey Locust	10	32	Small	20 (10 x 2)
Shore Pine	2	12	Small	4 (2 x 2)

Total Combination of Trees = 36 parking spaces

The applicant provided a combination of small and medium trees to account for 36 parking spaces. The applicant has proposed 37 parking spaces with their application and thus the landscape plan will need to be revised to include one (1) additional tree to address this deficiency in the number of required landscape trees within the parking lot.

FINDING: Based on the above discussion, the applicant has not met this standard but

can do so with the following condition.

RECOMMENDED CONDITION: Prior to final site plan approval, provide a landscape plan that shows the appropriate combination of trees to satisfy the parking lot landscaping standard.

Comment: The City of Sherwood had better think about the conditions they had put on Mr. Doyel if he loses this application. He has committed destructive waste, he tried to put in an illegal parking lot, and it is an illegal activity in that zone. If the same is contended we recommend that Doyel is told that he must produce aerial photo graphs and topographical data and replace the place that he damaged. The rest is fictional.

b. Shrubs:

(1) Two (2) shrubs are required per each space.

(2) or spaces where the front two (2) feet of parking spaces have been landscaped instead of paved, the standard requires one (1) shrub per space. Shrubs may be evergreen or deciduous.

FINDING: The applicant has provided a landscape plan that shows 74 shrubs and therefore meets this criterion.

c. Ground cover plants:

(1) Any remainder in the parking area must be planted with ground cover plants.

(2) The plants selected must be spaced to cover the area within three (3) years. Mulch does not count as ground cover.

FINDING: The applicant has provided a landscape plan that shows ground cover plants throughout the remainder of the landscaped area and therefore meets this criterion.

5. Individual Landscape Islands Requirements

a. Individual landscaped areas (islands) shall be at least ninety (90) square feet in area and a minimum width of five (5) feet and shall be curbed to protect the landscaping.

b. Each landscape island shall be planted with at least one (1) tree.

c. Landscape islands shall be evenly spaced throughout the parking area.

d. Landscape islands shall be distributed according to the following:

(1) Residential uses in a residential zone: one (1) island for every eight (8) contiguous parking spaces.

(2) Multi or mixed-uses, institutional and commercial uses: one (1) island for every ten (10) contiguous parking spaces.

(3) Industrial uses: one (1) island for every twelve (12) contiguous parking spaces.

- e. **Storm water bio-swales may be used in lieu of the parking landscape areas and may be included in the calculation of the required landscaping amount.**

FINDING: According to the applicant's landscape plan, each landscape island would be a minimum of five feet wide and at least ninety (90) square feet in area. Additionally, each island contains one tree and is spaced evenly throughout the parking area. One landscape island is proposed for at least every ten (10) continuous parking spaces. All landscape islands are proposed as having curbs to protect the landscaping. This standard is satisfied.

6. Landscaping at Points of Access

When a private access-way intersects a public right-of-way or when a property abuts the intersection of two (2) or more public rights-of-way, landscaping shall be planted and maintained so that minimum sight distances shall be preserved pursuant to Section 16.58.010.

FINDING: The proposed application does not propose any changes to the existing site access or sight distances where the private access-ways abut SW Handley Street. This standard is satisfied.

7. Exceptions

- a. **For properties with an environmentally sensitive area and/or trees or woodlands that merit protection per Chapters 16.142 (Parks, Trees and Open Space) and 16.144 (Wetland, Habitat and Natural Areas) the landscaping standards may be reduced, modified or "shifted" on-site where necessary in order to retain existing vegetation that would otherwise be removed to meet the above referenced landscaping requirements.**

FINDING: There are no environmentally sensitive areas and/or trees or woodlands located on the disturbed portion of the subject site. The stream and associated vegetated corridor running along the west edge of the property will be protected and remediated as required by Clean Water Services. This standard is satisfied.

Comment: While the staff failed to admit or produce for the hearing examiner a stop work order by the CWS of Washington County, and did not explain the aggressive nature of the encroachment into the protected area, Doyel and his contractor did enter into this and caused massive damage. At the time Clean Water Services inspected the site, they did not look at the gravel because they expected that there were correct permits for the job.

- b. **The maximum reduction in required landscaping buffer permitted through this exception process shall be no more than fifty (50) percent. The resulting landscaping buffer after reduction may not be less than five (5) feet in width unless otherwise permitted by the underlying zone. Exceptions to the required landscaping may only be permitted when reviewed as part of a land use action application and do not require a separate variance permit.**

FINDING: This application does not propose a reduction in the required landscaping buffer. This standard is satisfied.

C. Screening of Mechanical Equipment, Outdoor Storage, Service and Delivery Areas

All mechanical equipment, outdoor storage and manufacturing, and service and delivery areas, shall be screened from view from all public streets and any adjacent

residential zones. If unfeasible to fully screen due to policies and standards, the applicant shall make efforts to minimize the visual impact of the mechanical equipment.

FINDING: According to the applicant's statement and landscape plan, a transformer and garbage/recycling area would be relocated within the parking lot expansion area. Based on the landscape plan it appears that the transformer would be screened using landscape planting while the garbage/recycle area would be screened using fencing or a wall. This criterion is satisfied.

Comment: They cannot put on a sole and separate property from an existing property that is owned by other persons. Using #2100 for the garbage and recycling center would require an exception to the standard landscaping code rules. This violates the original approved site plan from 2007. There is nothing that grants an exception on their existing property to Handley street.

D. Visual Corridors

Except as allowed by subsection 6. above, new developments shall be required to establish landscaped visual corridors along Highway 99W and other arterial and collector streets, consistent with the Natural Resources and Recreation Plan Map, Appendix C of the Community Development Plan, Part II, and the provisions of Chapter 16.142(Parks, Trees, and Open Space). Properties within the Old Town Overlay are exempt from this standard.

FINDING: The applicant has proposed a visual corridor along Highway 99W adjacent to the new parking lot area, but not the entirety of the site. Therefore, this standard has not been met.

Comment: Again this is a material condition and it is not being met. We have attached photographs showing Doyel has gone in and cut mature pine trees in his visual corridor in order to make a visual clearance for his existing sign. How can anyone trust him when he has committed waste on the visual corridor to increase his business. This is an outlaw act and he cannot be trusted. No bond or bond, Mr. Doyel thinks he can do what he wants.



RECOMMENDED CONDITION: Prior to final site plan approval, submit landscape plans that show a visual corridor along Highway 99W that is consistent with the standard.

A. Installation

All required landscaping must be in-ground, except when in raised planters that are used to meet minimum Clean Water Services storm water management requirements. Plant materials must be installed to current nursery industry standards. Plant materials must be properly supported to ensure survival. Support devices such as guy wires or stakes must not interfere with vehicular or pedestrian movement.

FINDING: According to the applicant's statement and landscape plan, all plants and plantings shall conform to the City of Sherwood's design standards and to American Nursery Standards ASN 1260.1. Additionally, plants shall be installed in ground in a sound workman-like manner in accordance with standards adopted by the Oregon Landscape Contractors Board (OLCB), and properly maintained to ensure survival according to industry standards. This standard is satisfied.

B. Maintenance and Mitigation of Landscaped Areas

1. Maintenance of existing non-invasive native vegetation is encouraged within a development and required for portions of the property not being developed.
2. All landscaping shall be maintained in a manner consistent with the intent of the approved landscaping plan.
3. Any required landscaping trees removed must be replanted consistent with the approved landscaping plan and comply with § 16.142, (Parks, Trees and Open Space).

Comment: It is quite an amazing something that has occurred rarely in Sherwood where someone has gone in after strict instruction of a visual corridor by destroying it by aggressive pruning the trees that were required by the staff. Doyel could have corrected the issue with the sign by moving it, but it would have cost \$15,000 and he did not want to spend the money. How can you trust any other that has committed waste, dug up areas until stopped by police, graveled the area then used it as heavily parking to have his distraction to keep that clean. For that reason alone, this application should be turned down .

FINDING: According to the applicant's statement and landscape plan, all landscaping will be maintained in a manner consistent with the intent of the approved landscaping plan and in accordance to industry standards. The applicant indicated that care would be taken to not disturb existing plantings that are to remain and if disturbance occurs, the area would be restored and repaired to existing conditions. No landscaping trees are proposed for removal. This standard is satisfied.

C. Irrigation

The intent of this standard is to ensure that plants will survive the critical establishment period when they are most vulnerable due to lack of watering. All landscaped areas must provide an irrigation system, as stated in Option 1, 2, or 3.

1. Option 1: A permanent built-in irrigation system with an automatic controller installed.
2. Option 2: An irrigation system designed and certified by a licensed landscape architect or other qualified professional as part of the landscape plan, which

provides sufficient water to ensure that the plants become established. The system does not have to be permanent if the plants chosen can survive independently once established.

3. **Option 3: Irrigation by hand.** If the applicant chooses this option, an inspection will be required one (1) year after final inspection to ensure that the landscaping has become established.

FINDING: According to the applicant's statement and landscape plan, all new landscape areas are to be irrigated with water-efficient automatic irrigation. This standard is satisfied.

D. Deferral of Improvements

Landscaping shall be installed prior to issuance of occupancy permits, unless security equal to one hundred twenty-five (125) percent of the cost of the landscaping is filed with the City. "Security" may consist of a performance bond payable to the City, cash, certified check, or other assurance of completion approved by the City. If the installation of the landscaping is not completed within one (1) year, the security may be used by the City to complete the installation.

FINDING: According to the applicant's statement the required landscaping shall be installed prior to issuance of permits or a security equal to 125% of the cost of the landscaping will be filed with the City. Staff is confident this standard could be met with the recommended condition below.

RECOMMENDED CONDITION: Prior to final approval, the required landscaping shall be installed or a security equal to 125% of the cost of the landscaping will be filed with the City.

16.94. Off-Street Parking and Loading (relevant sections)

16.94.10 - Generally

A. Off-Street Parking Required.

No site shall be used for the parking of vehicles until plans are approved providing for off-street parking and loading space as required by this Code. Any change in uses or structures that reduces the current off-street parking and loading spaces provided on site, or that increases the need for off-street parking or loading requirements shall be unlawful and a violation of this Code, unless additional off-street parking or loading areas are provided in accordance with Section 16.94.020, or unless a variance from the minimum or maximum parking standards is approved in accordance with Chapter 16.84 Variances.

STAFF ANALYSIS: The applicant is proposing to pave a gravel parking area that was illegally constructed in the northeast corner of tax lot 2100 and increase the number of parking stalls serving Pacific Family Dental from 38 parking stalls to 73 parking stalls. The existing building currently used by Pacific Family Dental is approximately 14,504 square feet. The development code requires at least 4.1 parking spaces per 1,000 square feet for "general retail or personal service" uses resulting in a minimum of 60 required parking stalls and a maximum of 90 parking stalls.

FINDING: In this instance, the applicant is proposing to provide 73 parking stalls which exceed the minimum required but does not exceed the maximum allowed. This standard is satisfied.

Comment: Over and over the staff is making the same mistake. Parking cannot be a standalone

activity in this zone and it must be accessory to an activity that requires parking. It is an accessory use to a property with a parking lot. He could have gone to another activity and could have rented parking spots if they had the chance to. Instead he is going to a property with a non-confirming use on it and trying to build a non confirming parking lot on it. That is not the same as his trying to extend his parking lot.

Deferral of Improvements

Off-street parking and loading spaces shall be completed prior to the issuance of occupancy permits, unless the City determines that weather conditions, lack of available surfacing materials, or other circumstances beyond the control of the applicant make completion impossible. In such circumstances, security equal to one hundred twenty five (125) percent of the cost of the parking and loading area is provided the City. "Security" may consist of a performance bond payable to the City, cash, certified check, or other assurance of completion approved by the City. If the installation of the parking or loading area is not completed within one (1) year, the security may be used by the City to complete the installation.

FINDING: According to the applicant's statement there are no new or altered buildings involved in this application, and deferral of the proposed improvements is not proposed or relevant to this situation. This criterion is satisfied.

Comment: Again this is one of those unbelievable statements of where it is convenient, Doyel mixes the uses on his dental office property and the property formally owned by the Williams as if they are the same- they are not. Even today, they are separated owners, with different loans, and are not joined together other than they have one owner in both groups. Let's look at 22065 SW Pacific HWY, where Doyel is proposing to tear down a beauty shop and other parts of the house to create more room. You must remember that this is valuable real estate they are demolishing. His statement is flat wrong that he is altering buildings and the second problem is this- it doesn't matter what he does on 17680 SE Handley because that is a separate property that he could sell when ever, with or without 22065 SW Pacific Hwy. Please see enclosed title report.

B. Options for Reducing the Required Parking Spaces

FINDING: According to the applicant's statement, no reduction in required parking spaces is requested. Therefore, this standard is satisfied.

C. Prohibited Uses.

Required parking, loading and maneuvering areas shall not be used for long-term storage or sale of vehicles or other materials, and shall not be rented, leased or assigned to any person or organization not using or occupying the building or use served.

FINDING: The applicant does not propose any required parking, loading, or maneuvering areas to be used for storage or rented, leased, or assigned to any person or organization not using or occupying the building or use served. This standard is satisfied.

Comment: This is complete nonsense. What he is proposing to do is to tear up an area that was not used as anything but a half acre field by the Williams and he is proposing to assign that to a separate property, namely 17680 Handley. There is no possible way that he can make the statement in his application.

D. Location.

4. Residential off-street parking spaces.

a. Shall be located on the same lot or development as the residential use.

b. Shall not include garages or enclosed buildings with the exception of a parking structure in multifamily developments where three (3) or more spaces are not individually enclosed. (Example: Underground or multi-level parking

- structures).
5. For other uses, required off-street parking spaces may include adjacent on-street parking spaces, nearby public parking and shared parking located within five hundred (500) feet of the use. The distance from the parking, area to the use shall be measured from the nearest parking space to a building entrance, following a sidewalk or other pedestrian route. The right to use private off-site parking must be evidenced by a recorded deed, lease, easement, or similar written notarized letter or instrument.
 6. Vehicle parking is allowed only on improved parking shoulders that meet City standards for public streets, within garages, carports and other structures, or on driveways or parking lots that have been developed in conformance with this code. Specific locations and types of spaces (car pool, compact, etc.) for parking shall be indicated on submitted plans and located to the side or rear of buildings where feasible.
 - a. All new development with twenty (20) employees or more shall include preferential spaces for either car pool and vanpool designation.
 - b. Existing development may redevelop portions of designated parking areas for multi-modal facilities (transit shelters, park and ride, and bicycle parking), subject to meeting all other applicable standards, including minimum space standards.

FINDING: The site contains existing parking directly adjacent to the existing office building. The proposed parking extension would also be located directly adjacent to the existing office building on property owned by the applicant. This standard is satisfied.

Comment: Again and again, word games are played in this application and it is a little disturbing to comment on the word games over and over, because you are dealing with professional planners. In order to have a use in the urban environment or in what is called the planning process- accepted site plan, engineering, pay for your fees and then proceed to pay for the structure. If you ignore these steps as Doyel did, you do not have a parking lot. You simply have an area that you have committed illegal activities in and have made no real attempt to get the needed permits, engineering, inspections and comply with the codes. That's not what happened here, this isn't a parking lot or area adjacent to his parking building. It is a half acre of parking that he sees fit to encroach upon to satisfy his self imposed hardship.

E. Marking

All parking, loading or maneuvering areas shall be clearly marked and painted. All interior drives and access aisles shall be clearly marked and signed to show the direction of flow and maintain vehicular and pedestrian safety.

FINDING: The applicant's statement indicates that all parking lot markings required by the City of Sherwood would be implemented. However, the site plans do not clearly identify where all parking, loading or maneuvering areas would be marked or painted.

RECOMMENDED CONDITION: Prior to final site plan approval, applicant shall submit additional information clearly identifying where all parking, loading or maneuvering areas would be marked or painted.

F. Surface and Drainage

1. All parking and loading areas shall be improved with a permanent hard surface such as asphalt, concrete or a durable pervious surface. Use of pervious paving material is encouraged and preferred where appropriate considering soils,

location, anticipated vehicle usage and other pertinent factors.

2. **Parking and loading areas shall include storm water drainage facilities approved by the City Engineer or Building Official.**

FINDING: According to the applicant's statement, the proposed parking lot would be paved in asphalt. Additionally, as shown on the landscape plan, the existing private stormwater facility located on tax lot 1600 would be relocated to tax lot 2100 on the western edge of the proposed parking lot extension. A Stormwater Report submitted by the applicant has been included with this staff report as Exhibit J. Since there are proposed amendments to the stormwater facilities, the City Engineer has recommended some conditions later in this report to ensure that this standard is satisfied.

G. Repairs

Parking and loading areas shall be kept clean and in good repair. Breaks in paved surfaces shall be repaired. Broken or splintered wheel stops shall be replaced. Painted parking space boundaries and directional symbols shall be maintained in a readable condition.

FINDING: According to the applicant's statement, the applicant agrees to maintain the parking and loading areas clean and in good repair. This standard is satisfied.

16.94.20 - Off-street parking standards

A. Generally

Where square feet are specified, the area measured shall be the gross building floor area primary to the functioning of the proposed use. Where employees are specified, persons counted shall be those working on the premises, including proprietors, during the largest shift at peak season. Fractional space requirements shall be counted as a whole space. The Review Authority may determine alternate off - street parking and loading requirements for a use not specifically listed in this Section based upon the requirements of comparable uses.

FINDING: As discussed above, the minimum parking requirements have been satisfied by the proposed development.

B. Dimensional and General Configuration Standards

1. **Dimensions For the purpose of this Chapter, a "parking space" means a stall nine (9) feet in width and twenty (20) feet in length. Up to twenty five (25) percent of required parking spaces may have a minimum dimension of eight (8) feet in width and eighteen (18) feet in length so long as they are signed as compact car stalls.**

FINDING: Based on the applicant's site plan and statement, each of the proposed parking spaces is nine (9) feet wide by twenty (20) feet deep. This standard is satisfied.

2. **Layout**

Parking space configuration, stall and access aisle size shall be of sufficient width for all vehicle turning and maneuvering. Groups of more than four (4) parking spaces shall be served by a driveway so as to minimize backing movements or other maneuvering within a street, other than an alley. All parking areas shall meet the minimum standards shown in the following table and diagram.

FINDING: Based on the applicant's site plan and statement, the proposed parking space

configuration and maneuvering aisle size (24 feet minimum) is sufficient to allow for backing movements and other maneuvering on site. This standard is satisfied.

3. Wheel Stops

Parking spaces along the boundaries of a parking lot or adjacent to interior landscaped areas or sidewalks shall be provided with a wheel stop at least four (4) inches high, located three (3) feet back from the front of the parking stall as shown in Appendix G. Wheel stops adjacent to landscaping, bio-swales or water quality facilities shall be designed to allow storm water run-off.

FINDING: Based on the applicant's site plan and statement, the proposed parking stalls are twenty (20) feet in length and provide wheel stops in order to prevent vehicles from not overhanging onto sidewalks or damaging interior landscaped areas. The wheel stops are shown on the site plan as having spaces in between each one to provide the passage of water. This standard is satisfied.

4. Service Drives

Service drives shall be clearly and permanently marked and defined through use of rails, fences, walls, or other barriers or markers, and shall have minimum vision clearance area formed by the intersection of the driveway center line, the street right-of-way line, and a straight line joining said lines through points fifteen (15) feet from their intersection.

FINDING: Based on the applicant's site plan and statement, no changes are proposed for the existing access points onto Handley Street from the site. The new parking area will obtain access through lot 1600. This standard is satisfied.

C. Bicycle Parking Facilities

1. Location and Design

a. Bicycle parking shall be conveniently located with respect to both the street right-of-way and at least one (1) building entrance (e.g., no farther away than the closest parking space). Bike parking may be located inside the main building or near the main entrance.

b. Bicycle parking in the Old Town Overlay District can be located on the sidewalk within the right-of-way. A standard inverted "U shaped" design is appropriate. Alternative, creative designs are strongly encouraged.

2. Visibility and Security. Bicycle parking shall be visible to cyclists from street sidewalks or building entrances, so that it provides sufficient security from theft and damage.

3. Options for Storage. Bicycle parking requirements for long-term and employee parking can be met by providing a bicycle storage room, bicycle lockers, racks, or other secure storage space inside or outside of the building.

4. Lighting. Bicycle parking shall be at least as well lit as vehicle parking for security.

5. Reserved Areas. Areas set aside for bicycle parking shall be clearly marked and reserved for bicycle parking only.

6. **Hazards. Bicycle parking shall not impede or create a hazard to pedestrians. Parking areas shall be located so as to not conflict with vision clearance standards.**

FINDING: According to the applicant's statement, the required number of bicycle parking spaces is already provided with the existing building and no additional bicycle parking spaces are proposed. The building and site have undergone a prior site plan and final site plan approval that verified the location and number of bicycle parking spaces provided with the medical/dental office building. This criterion is satisfied.

Comment: Assuming that a standalone parking lot to the tenants next door, what he has done on the adjacent parking lot under separate ownership has no impact on this property. It is as ridiculous as saying because McDonalds has parking spaces, so Kohl's doesn't need parking spaces. It is that kind of logic that you are dealing with.

16.96 On-Site Circulation

16.96.10 – On-site pedestrian and bicycle circulation

- A. Purpose** On-site facilities shall be provided that accommodate safe and convenient pedestrian access within new subdivisions, multi-family developments, planned unit developments, shopping centers and commercial districts, and connecting to adjacent residential areas and neighborhood activity centers within one half mile of the development. Neighborhood activity centers include but are not limited to existing or planned schools, parks, shopping areas, transit stops or employment centers. All new development, (except single family detached housing), shall provide a continuous system of private pathways/sidewalks at least 6 feet wide.

STAFF ANALYSIS: All proposed pedestrian and bicycle access into and along the perimeter of the site is existing. As proposed, the site provides safe, marked, and to the extent practical, convenient pedestrian access.

FINDING: The use of the site and the office building are existing and are proposed to remain unchanged after the proposed parking lot expansion, therefore, the above standard is not applicable.

Comment: Over and over the same comment has been made, 22065 SW Pacific HWY is a separate parcel with separate lenders and owners form 17680 SW Handley. There is no sidewalk or cur improvement for the property in the highway and none of the features required as part of the dental offices are required by the code.

B. Maintenance

No building permit or other City permit shall be issued until plans for ingress, egress and circulation have been approved by the City. Any change increasing any ingress, egress or circulation requirements, shall be a violation of this Code unless additional facilities are provided in accordance with this Chapter.

FINDING: According to the applicant's statement and as shown on the site plan an existing pedestrian connection was provided with the original construction of the dental office and existing site ingress and egress is unchanged by the proposed parking lot. Therefore, this standard is satisfied.

Comment: How many times does it have to be said that Doyel is doing nothing on this site to make it a part of the other properties development requirements. He is illegally trying to create a

parking lot that he can assign to Pacific Family Dental use. What he has done on the other site cannot count for this site. He must improve the ingress and egress and even if this site is found to be legal, which we doubt, then he has to supply fill services to his site which he isn't doing.

C. Joint Access

Two (2) or more uses, structures, or parcels of land may utilize the same ingress and egress when the combined ingress and egress of all uses, structures, or parcels of land satisfied the other requirements of this Code, provided that satisfactory legal evidence is presented to the City in the form of deeds, easements, leases, or contracts to clearly establish the joint use.

FINDING: The applicant is proposing to access the parking lot on lot 2100 through lot 1600. While the accessory parking is not necessarily required to satisfy the minimum parking requirements for the medical/dental office, the parking is proposed as accessory to the use, and it will be necessary to maintain legal access between the two parcels for this specific use, so the applicant should be conditioned to provide and record a joint access agreement over the portion of tax lot 2100 and 1600 in support of the parking area. Therefore, the following condition is warranted.

Comment: They are attempting to take a sole and separate parcel to 22065 SW Pacific HWY, which has one acre developable, and are proposing to give the bulk of the development to a neighbor and call it accessory to their site. He can rent parking spaces and use space, if it is within 500 feet, but he can't call it accessory. Even if he didn't use the lot line adjustment, and all other proper steps to get the permit, he has to do all of the dedications on this sight and pay all fees.

Doyel is trying to avoid that dedication and fees and he is hoping to go in for a type one application and do a lot line adjustment and close off the whole area to development.

RECOMMENDED CONDITION: Prior to final approval, the applicant shall provide City staff with proof that an joint access and maintenance easement is provided between lots 1600 and 2100 for the purposes of providing legal access to the accessory parking area as well as maintaining the water quality facility and trash enclosure.

Comment: What clearly troubles anyone that would look at this is, it that the city has not been able to curtail Doyel's multiuse illegal activities, all of which they admit were true and the staff reported as much. He has managed one way or other another to halt all enforcement activities in the Sherwood staff. This condition should be rejected and Doyle should have to present to the hearing examiner as to what he is doing. The City of Sherwood doesn't have the willingness to enforce this.

D. Connection to Streets

1. **Except for joint access as per 16.96.010, all ingress and egress to a use or parcel shall connect directly to a public street, excepting alleyways.**
2. **Required private sidewalks shall extend from the ground floor entrances or the ground floor landing of stairs, ramps or elevators to the public sidewalk or curb of the public street which provides required ingress and egress.**

FINDING: The proposed parking lot extension would be connected to an existing parking lot on tax lot 1600 which has existing frontage along and access points to Handley Street. This standard is satisfied. Sidewalks and pedestrian access to Handley Street were required as a condition of approval for the original approval (File No. SP06-07) of the existing building on tax lot 1600. Staff has confirmed the existence of sidewalks along the frontage of Handley Street on the northern border of tax lot 1600.

Comment: This is almost an utterly shameful comment; this property fronts on Pacific HWY and until the Williams sold their deeded egress and ingress the owners could enter and exit on to the high way. If they propose any building such as the parking lot, it was to get through Cedar Brook Way. You cannot take a sole and separate lot and not deal the front to another lot that can be sold through Cedar Brook Way.

E. Maintenance of Required Improvements

Required ingress, egress and circulation improvements shall be kept clean and in good repair.

FINDING: According to the applicant’s statement, ingress and egress for all types of circulation shall remain in good repair and would be maintained over time. This standard is satisfied.

F. Access to Major Roadways

FINDING: This application does not propose ingress or egress to or from an arterial. Therefore, these standards are not applicable.

Comment: The city transportation specific plans labels this property as required since it develops to go through Cedar Brook Way and admits that in numerous places. There is an attempt to change the transportation specific plan while developing this and that cannot be done.

G. Service Drives

Service drives shall be provides pursuant to Section 16.94.030.

FINDING: Based on the applicant’s site plan and statement, an existing paved access provides vehicular access onto SW Handley Street. This standard is satisfied.

16.96.30 - Minimum Non-Residential Standards

Minimum standards for private, on-site circulation improvements in non-residential developments:

A. Driveways

1. Commercial: Improved hard surface driveways are required as follows:

Required Parking Spaces	# Driveways	Minimum Width	
		One-Way Pair	Two-Way
1 - 49	1	15 feet	24 feet
50 & above	2	15 feet	24 feet

3. Surface materials are encouraged to be pervious when appropriate considering soils, anticipated vehicle usage and other pertinent factors.

FINDING: Based on the applicant’s site plan and statement, a 24 foot wide and two-way paved parking area drive aisle is proposed to serve the extended parking area. This standard is satisfied.

Comment: This property is part of the East Cedar Brook Commercial District. It is not part of Handley or that traffic scheme. That street was not designed to take the traffic and it is a local feeder street and there is nothing in this code that allows it to be changed.

B. Sidewalks and Curbs

- 1. A private pathway/sidewalk system extending throughout the development site shall be required to connect to existing development, to public rights-of-way with or without improvements, to parking and storage areas, and to connect all building entrances to one another. The system shall also connect to transit facilities within 500 feet of the site, future phases of development, and whenever possible to parks and open spaces.**
- 2. Curbs shall also be required at a standard approved by the Hearing Authority. Private pathways/sidewalks shall be connected to public rights-of-way along driveways but may be allowed other than along driveways if approved by the Hearing Authority.**
- 3. Private Pathway/Sidewalk Design. Private pathway surfaces shall be concrete, asphalt, brick/masonry pavers, or other pervious durable surface. Primary pathways connecting front entrances to the right of way shall be at least 6 feet wide and conform to ADA standards. Secondary pathways between buildings and within parking areas shall be a minimum of four (4) feet wide and/or conform to ADA standards. Where the system crosses a parking area, driveway or street, it shall be clearly marked with contrasting paving materials or raised crosswalk (hump). At a minimum all crosswalks shall include painted striping.**
- 4. Exceptions. Private pathways/sidewalks shall not be required where physical or topographic conditions make a connection impracticable, where buildings or other existing development on adjacent lands physically preclude a connection now or in the future considering the potential for redevelopment; or pathways would violate provisions of leases, restrictions or other agreements.**

FINDING: Based on the applicant's site plan and statement, there is an existing pedestrian connection that connects the building entrance and parking lot and the public right-of-way. There are no adjacent public parks and open spaces and/or future phases of development identified with this proposal. This standard is satisfied.

16.96.40 – On-Site Vehicle Circulation

A. Maintenance

No building permit or other City permit shall be issued until plans for ingress, egress and circulation have been approved by the City. Any change increasing any ingress, egress or circulation requirements, shall be a violation of this Code unless additional facilities are provided in accordance with this Chapter.

FINDING: Based on the applicant's site plan and statement, an existing pedestrian connection was provided with the original construction of the dental office, and existing site ingress and egress would be unchanged by the proposed parking lot. This standard is satisfied.

Comment: This a blanket admission that Doyel, the sole member of Knob LLC is intending to develop a parking lot and assign it to another non related group, namely the Pacific Family Dental LLC, which he is one of two members. This is the first open omission that this could feasibly be met by them, but they do not tell us how. Although they have managed to fit the conditional situation above, they have how a property with no entrance and exit and a property that is about to go on Cedar Brook Way. There is no way they can make this document and not be in violation of the transportation specific plan.

B. Joint Access [See also Chapter 16.108]

Two (2) or more uses, structures, or parcels of land are strongly encouraged to

utilize jointly the same ingress and egress when the combined ingress and egress of all uses, structures, or parcels of land satisfy the other requirements of this Code, provided that satisfactory legal evidence is presented to the City in the form of deeds, easements, leases, or contracts to clearly establish the joint use. In some cases, the City may require a joint access to improve safety, vision clearance, site distance, and comply with access spacing standards for the applicable street classification.

FINDING: According to the applicant's statement, the proposed parking lot extension area is to be utilized only by the employees and patrons of the existing Pacific Family Dental. There are two existing uses on the site, residential and commercial, and both uses have separate existing access points for ingress and egress. The commercial use has access onto Handley Street while the residential use has access onto Pacific Highway. In order to ensure that the access from tax lot 1600 to tax lot 2100 is legally provided, a condition has been recommended above. This standard can feasibly be satisfied by meeting the conditions of approval.

C. Connection to Streets

- 1. Except for joint access per this Section, all ingress and egress to a use or parcel shall connect directly to a public street, excepting alleyways.**
- 2. Required private sidewalks shall extend from the ground floor entrances or the ground floor landing of stairs, ramps or elevators to the public sidewalk or curb of the public street which provides required ingress and egress.**

FINDING: Based on the applicant's site plan and statement, the existing Pacific Family Dental building has adequate sidewalks that extend from the ground floor entrance to the public sidewalk and ingress and egress to SW Handley Street. The proposed parking area will connect to the public street through the same ingress as the existing office building. This standard is satisfied.

D. Maintenance of Required Improvements

Required ingress, egress and circulation improvements shall be kept clean and in good repair.

FINDING: The applicant has indicated that ingress and egress for all types of circulation on the site shall remain in good repair. The applicant intends to meet this standard over time. This standard is satisfied.

Comment: This condition cannot be met. Doyel for the multiple time can sell 22065 as a separate property to another group and it will be no longer required to be allowed to serve the dental offices on another lot. Unless he puts in a maintenance agreement for the commercial parking lot and some form of bond that I don't think can be met, cannot be meet because he has to sell the property.

E. Service Drives

Service drives shall be provided pursuant to Section 16.94.030.

FINDING: Based on the applicant's site plan and statement, an existing paved access provides access on SW Handley Street is unchanged by the proposed parking lot. This standard is satisfied.

Chapter 16.98 – ON-SITE STORAGE

16.98.010 – Recreational Vehicles and Equipment

Recreational vehicles and equipment may be stored only within designated and improved off-street parking areas. Such areas shall meet the screening and landscaping requirements of Section 16.92.030.

FINDING: According to the applicant, on-site storage of recreational vehicles and equipment is not proposed as part of the parking lot extension. Therefore, this standard is not applicable.

16.98.20 – Solid Waste Storage

All uses shall provide solid waste storage receptacles which are adequately sized to accommodate all solid waste generated on site. All solid waste storage areas and receptacles shall be located out of public view. Solid waste receptacles for multi-family, commercial and industrial uses shall be screened by six (6) foot high sight-obscuring fence or masonry wall and shall be easily accessible to collection vehicles.

FINDING: Based on the applicant's site plan and statement, the existing solid waste and recycling receptacle enclosure would be relocated. All solid waste and recycling receptacles would be screened from view and would be easily accessible to collection vehicles. Comments submitted by Pride Disposal Company on October 1, 2013, stated that several additional requirements would need to be met prior to the approval of the site plan. Staff recommends these requirements be added as conditions of approval.

RECOMMENDED CONDITION: Prior to final site plan approval, the applicant shall submit evidence of the following information:

- The enclosure needs to have inside measurements of 20' wide and 10' deep.
- There should be no center post at the access point in the center of the enclosure.
- The gates will need to allow for the full 20' needed to access the enclosure. They should be hinged in front of the enclosure walls to allow for the full 20' width. This will also allow for the 120 degree opening angle that is required.
- The gates need cane bolts and holes put in place for the gates to be locked in the open and closed position. The holes for the gates to be held open need to be at the full 120 degree opening angle.
- No roof on the enclosure.

Comment: There is nothing in the code that allows you to go to the adjacent property. These properties do not have unity of ownership and they can be sold separately and in fact it is impossible that he could do a parceling here and land lock properties which would be contrary to the law and he is trying to put his garbage on a parking lot next door, which is illegal.

16.98.030 – Material Storage

FINDING: According to the applicant, no materials, hazardous or otherwise, are proposed to be stored. Therefore, this standard is not applicable.

16.98.040 – Outdoor Sales and Merchandise Display

FINDING: According to the applicant, outdoor sales and/or merchandise displays are not proposed with this development. Therefore, this standard is not applicable.

Division VI. Public Infrastructure

The applicable provisions of Chapter 6 include: 16.106 (Transportation Facilities), 16.110 (Sanitary Sewers), 16.112 (Water Supply), 16.114 (Storm Water), 16.116 (Fire Protection),

and 16.118 (Public and Private Utilities)

Compliance with the standards in these sections is discussed below:

16.106– Transportation Facilities

16.106.20 – Required Improvements

A. Generally

Except as otherwise provided, all developments containing or abutting an existing or proposed street, that is either unimproved or substandard in right-of-way width or improvement, shall dedicate the necessary right-of-way prior to the issuance of building permits and/or complete acceptable improvements prior to issuance of occupancy permits.

FINDING: The site takes access from SW Handley Street. According to the City Engineer, no additional improvements or right-of-way is needed with this development. Currently, SW Cedar Brook Way (half street improvements and right-of-way) exists adjacent to the west side of Tax Lot 1600 and dead ends at the north end of Tax Lot 2100 toward the western end of the property. The City of Sherwood's TSP has established SW Cedar Brook Way as a Collector status street that will extend southward from SW Handley Street to its eventual connection to Hwy 99 (SW Pacific Highway). The extension of SW Cedar Brook Way through Tax Lot 2100 would occur in the northwest corner of the site through property in which the majority exists within wetlands and vegetated corridor. This collector street will provide access to the properties to the southwest and thereby allowing future development of the property to the southwest. In consultation with the City Attorney and consistent with prior discussions with the applicant, the City could not justify dedication or improvement of the right-of-way since no new access is proposed to serve the accessory parking area. The existing single-family home has access onto SW Pacific Highway. It could be in the interest of the applicant to consider making the dedication if there is any interest in developing the property in the near future.

Should the applicant decide to provide dedication for the extension of SW Cedar Brook Way, credits against Transportation System Development Charges (SDC) and the Washington County Transportation Development Tax (TDT) are available for the future development of Tax Lot 1600. These credits are available for 7 years from the date of dedication to the city at which time the credits will expire. If the applicant decides to provide dedications, it should consist of the following to be consistent with the TSP:

- Dedication of public right-of-way (58-foot width) from the end of SW Cedar Brook Way at the north property line of Tax Lot 2100 to the southwest property line of Tax Lot 2100.
- Dedication of 20-foot wide slope easement to the City of Sherwood along the northwest side of the dedicated right-of-way and a 12-foot wide slope easement along the southeast side of the dedicated right-of-way.
- Dedication of 8-foot wide PUE along each side of the dedicated right-of-way.

This standard is satisfied.

Comment: The city is simply violating their own code because they are sponsoring development on Cedar Brook Way and it was developed to the property edge for the city on a large ODOT

grant. The reason his parking lot doesn't extend to Cedar Brook is because he is proposing, in violation of the non conforming use, to do substantial demolition on the single family use rather than the City grade down so that it would front on Cedar Brook Way and would relieve the problems. In short, his illegal grading did not cut this parking lot down to the proposed grade level established by the City. If the city allowed him to build the parking lot which is an illegal use, the city cannot let him alter the non conforming use without taking it out. If he takes it out, he cannot let it be graded into Cedar Brook Way.

In effect the city is approving an illegal act, taking large amount of dirty output and dumping gravel and then proceed to alter a non conforming use and not comply with the collector streets that the city has already designed.

The entire problem with this presentation with the staff and applicant is that they act as if the property at 17680 Handley Street and 22065 SW Pacific Hwy are the same properties. They are not. More than that, the Handley street property was designed and laid out for Handley to be its entrance and exit. In fact Doyel squawked that he had to put on both sides of Handley. The other property entered and exited the highway. It did not abut Handley , but it abuts to 99w and SW Cedar Brook Way. Clearly any simple reading of this code mandates that any development on the old Williams property, now owned by Knop properties LLC, abut and has to go out of Cedar Brook Way.

There is a much more serious problem and that problem is the applicant when in an illegally dug out a great deal of dirt in attempting to build this parking lot so that he could alter the topography difference between his existing building on Cedar Brook Way. He actually made it the design of the parking lot and will make it nearly impossible to build out Cedar Brook Way with his parking lot, if he ever gets one through. In other words, Cedar Brook way is some ten plus feet in some way that he lowered some proposed parking lot. It is a situation where he is making it nearly impossible to reconstruct Cedar Brook way without expenses. This, in fact, has never had the staff allow any one putting in any kind of improvement along the proposed Cedar Brook Way that did not comply with strict standards could only be considered temporary improvements that had to be moved at their expense of the city required development. This is the first time that for whatever reason the city deviated from those standards, they allowed illegal use, construction, parking and now they are in effect allowing someone to obstruct a transportation specific plan knowing that it will block property from developing.

B. Existing Streets

Except as otherwise provided, when a development abuts an existing street, the improvements requirement shall apply to that portion of the street right-of-way located between the centerline of the right-of-way and the property line of the lotproposed for development. In no event shall a required street improvement for an existing street exceed a pavement width of thirty (30) feet.

FINDING: The site takes access from SW Handley Street. As discussed above, it would be difficult to justify additional improvements or right-of-way dedication with this development. This standard is satisfied.

Comment: This site doesn't take access from Handley. An illegally constructed parking lot that is attempting to exit Handley. If you assume this parking lot can be built legally, all he needs to do is to make sure that it goes out to Cedar Brook Way and this is a minor grading problem. Since the city will buy the land for Cedar Brook Way and will pay for the road constriction in credits and the only way that they would not do this is because they are seeking to block the development of the adjacent properties.

16.106.30 - Location

A. Generally

The location, width and grade of streets shall be considered in their relation to existing and planned streets, topographical conditions, and proposed land uses. The proposed street system shall provide adequate, convenient and safe traffic and pedestrian circulation, and intersection angles, grades, tangents, and curves shall be adequate for expected traffic volumes. Street alignments shall be consistent with solar access requirements as per Chapter 16.156, and topographical considerations.

B. Street Connectivity and Future Street Systems

1. **Future Street Systems.** The arrangement of public streets shall provide for the continuation and establishment of future street systems as shown on the Local Street Connectivity Map contained in the adopted Transportation System Plan (Figure 8-8).

STAFF ANALYSIS: As previously discussed in this report, no changes are proposed to alter the existing access to the site from Handley Street. The proposed parking lot extension is not in a location that would physically hinder the continuation or establishment of SW Handley Street as shown in the TSP.

FINDING: As discussed above, future extensions of the street system is not physically precluded by the proposal; therefore this standard is not applicable.

Comment: That is simply a false statement on its face. There are a number of ways that Doyel, working with the city staff, if this plan goes through and is not blocked by LUBA or ligation cannot obstruct any further construction.

16.106.040 – Design

J. Transit Facilities

Development along an existing or proposed transit route, as illustrated in Figure 7-2 in the TSP, is required to provide areas and facilities for bus turnouts, shelters, and other transit-related facilities to Tri-Met specifications. Transit facilities shall also meet the following requirements:

1. **Locate buildings within 20 feet of or provide a pedestrian plaza at major transit stops.**
2. **Provide reasonably direct pedestrian connections between the transit stop and building entrances on the site.**
3. **Provide a transit passenger landing pad accessible to disabled persons (if not already existing to transit agency standards).**
4. **Provide an easement or dedication for a passenger shelter and underground utility connection from the new development to the transit amenity if requested by the public transit provider.**
5. **Provide lighting at a transit stop (if not already existing to transit agency standards).**

FINDING: There are no existing or proposed transit routes adjacent to or near this site. Transit facilities are not currently available to the site, and do not appear to be necessary for this development. This standard is not applicable.

16.110 – Sanitary Sewers

16.110.010 – Required Improvements

Sanitary sewers shall be installed to serve all new developments and shall connect to existing sanitary sewer mains. Sanitary Sewers shall be constructed, located, sized and installed at standards consistent 16.110.

FINDING: The site is already provided with public sanitary sewer service. Sanitary sewer exists within SW Cedar Brook Way and SW Handley Street and no new connections are proposed. This criterion is not applicable to the proposed development.

16.112 – Water Supply

16.112.010 – Required Improvements

Water lines and fire hydrants conforming to City and Fire District standards shall be installed to serve all building sites in a proposed development in compliance with 16.112.

FINDING: Water lines exist within SW Cedar Brook Way and SW Handley Street which connect to an existing water line within Hwy 99 through an existing public utility easement within Tax Lot 1600.

The water line within SW Cedar Brook Way south of SW Handley Street stops short of the north property line of Tax Lot 2100 by approximately 30 feet. Therefore, if water service from the water main within SW Cedar Brook Way is necessary for Tax Lot 2100, then the water main within SW Cedar Brook Way will be required to be extended to the north property line of Tax Lot 2100.

Sherwood Municipal Code does not allow water connections between separate tax lots unless approved by the City Engineer.

Tax Lot 1600 has existing domestic service from the main in SW Handley Street. If Tax Lot 2100 connects to the existing ground water well for irrigation, then a reduced pressure backflow assembly would be required behind the existing water meter of Tax Lot 1600. This is required to protect the water main within SW Handley Street from potential cross connection contamination.

Sherwood Municipal Code Section 13.10.075 states “In general, all water line extensions shall extend the entire distance between opposite boundaries of the property to be served and shall be located within public right-of-way unless the city determines it necessary to construct water lines on public easements across private property. The city may elect to have installed a larger main than needed for the applicant’s service requirements. When it does, the city will bear the additional cost of all piping, fittings, valves and other materials and equipment used.” This indicates that if public water service is being installed for Tax Lot 2100, then the water main within Hwy 99 shall be extended to the southwest corner of Tax Lot 2100.

If a water main is extended throughout the frontage of the property, the existing home will be required to be connected to public water and the well shall either be abandoned or backflow prevention shall be installed behind the new water meter to protect the water main from potential cross connection contamination. City policy requires a plumbing permit to be obtained through the Building Department for all private water line construction (irrigation is exempt).

Engineering staff has identified some deficient easements for existing water services that need to be remedied by the proposed development. The following conditions are warranted to ensure that public lines and services are preserved. Near Hwy 99 the existing water main within Tax Lot 2100 is less than 7.5 feet from the existing public utility easement line. A portion of the existing water vault within Tax Lot 2100 is located outside of the existing public utility easement.

RECOMMENDED CONDITION: Prior to final approval, a public water line easement shall be dedicated to the City on the outside of the existing public utility easement to give a minimum easement width of 7.5 feet from the existing water main.

RECOMMENDED CONDITION: Prior to final approval, a new water vault easement shall be dedicated to the City on the outside of the existing public utility easement to give a minimum easement width of 5 feet around the outside of the existing water vault.

16.114 – Storm Water

16.114.010 – Required Improvements

Storm water facilities, including appropriate source control and conveyance facilities, shall be installed in new developments and shall connect to the existing downstream drainage system consistent with the Comprehensive Plan, the requirements of the Clean Water Services water quality regulations and section 16.114.

16.114.20 – Design Standards

A. Capacity

Storm water drainage systems shall be sized, constructed, located, and installed at standards consistent with this Code, the Storm Drainage Master Plan Map, Chapter 7 of the Community Development Plan, other applicable City standards, the Clean Water Services Design and Construction standards R&O 04-9 or its replacement, and hydrologic data and improvement plans submitted by the developer.

Water quality treatment is required for all existing and newly constructed impervious area on both tax lots. The proposed parking lot expansion would increase the amount of impervious surface on the site. There is an existing water quality facility on the site that is proposed for relocation from its current location to the western edge of the proposed parking lot extension area. The applicant has stated that the relocated stormwater conveyance and disposal system would be prepared in accordance with the above listed standards. The Stormwater Report prepared by AKS Engineering & Forestry, LLC has been included with this staff report as Exhibit Compliance with Clean Water Service standards has been conditioned previously in this report.

Per Clean Water Services and City of Sherwood standards, a 45% credit of storm SDC is available for the construction of storm water treatment facilities and a 55% credit of storm SDC is available for the construction of storm detention facilities.

City policy requires a plumbing permit to be obtained through the Building Department for all private storm sewer construction. The existing storm pipe outlet discharging into the east end of the existing water quality is buried below the flow line of the water quality swale. There are

some unknowns related to the reconfiguration of the system, therefore the following conditions are recommended to ensure that the development is compliant with the design and construction standards.

FINDING: Storm sewer exists within SW Handley Street and no new connections are proposed. Therefore, no new public storm improvements are required. There are some unknowns related to the reconfiguration of the system, therefore the following conditions are recommended to ensure that the development is compliant with the design and construction standards.

RECOMMENDED CONDITION: Prior to final approval, either the existing water quality swale shall be re-graded or the storm pipe will be relayed to allow the pipe to discharge into the flow line of the swale.

RECOMMENDED CONDITION: Prior to final approval, a private stormwater facility access and maintenance covenant between the owner and the City shall be implemented and recorded with Washington County with a copy being provided to the City.

Comment: The problem with this analysis is that Corey Platt and sons has been and is parking heavy equipment on 22065. There appears to be gravel where the Williams had large grass areas and all of the surface areas have been taken out of this and none of the storm water calculations done to bring that in.

B. On-Site Source Control

Storm water detention and groundwater recharge improvements, including but not limited to such facilities as dry wells, detention ponds, and roof top ponds shall be constructed according to Clean Water Services Design and Construction Standards.

FINDING: The proposed storm drainage improvements do not include dry wells, detention ponds, or roof top ponds. Therefore, these standards are not applicable.

C. Conveyance System

The size, capacity and location of storm water sewers and other storm water conveyance improvements shall be adequate to serve the development and accommodate upstream and downstream flow. If an upstream area discharges through the property proposed for development, the drainage system shall provide capacity to the receive storm water discharge from the upstream area. If downstream drainage systems are not sufficient to receive an increase in storm water caused by new development, provisions shall be made by the developer to increase the downstream capacity or to provide detention such that the new development will not increase the storm water caused by the new development.

FINDING: Per the stormwater report provided by AKS Engineering, the preliminary storm drainage improvements are adequate to serve the proposed development and accommodate upstream and downstream flow. This standard is satisfied.

16.114.030 – Service Availability

Approval of construction plans for new storm water drainage facilities pursuant to Chapter 16.106, and the issuance of building permits for new development to be served by existing storm water drainage systems shall include certification by the City that existing or proposed drainage facilities are adequate to serve the development.

FINDING: The attached stormwater report includes the necessary documentation demonstrating that the stormwater drainage facilities are adequate to serve the site. The

applicant met with City Engineering staff at the pre-application conference and discussed utilizing the existing stormwater facility located on the Pacific Family Dental site. The required calculations and design are included in the Stormwater Report included with this staff report as Exhibit J. The preliminary storm drainage improvements are adequate to serve the proposed development and accommodate upstream and downstream flow provided the conditions recommended above are met.

16.116– Fire Protection

16.116.20 – Standards

A. Capacity

All fire protection facilities shall be approved by and meet the specifications of the Fire District, and shall be sized, constructed, located, and installed consistent with this Code, Chapter 7 of the Community Development Plan, and other applicable City standards, in order to adequately protect life and property in the proposed development.

B. Fire Flow

Standards published by the Insurance Services Office, entitled "Guide for Determination of Required Fire Flows" shall determine the capacity of facilities required to furnish an adequate fire flow. Fire protection facilities shall be adequate to convey quantities of water, as determined by ISO standards, to any outlet in the system, at no less than twenty (20) pounds per square inch residual pressure. Water supply for fire protection purposes shall be restricted to that available from the City water system. The location of hydrants shall be taken into account in determining whether an adequate water supply exists.

C. Access to Facilities

Whenever any hydrant or other appurtenance for use by the Fire District is required by this Chapter, adequate ingress and egress shall be provided. Access shall be in the form of an improved, permanently maintained roadway or open paved area, or any combination thereof, designed, constructed, and at all times maintained, to be clear and unobstructed. Widths, height clearances, ingress and egress shall be adequate for District firefighting equipment. The Fire District may further prohibit vehicular parking along private accessways in order to keep them clear and unobstructed, and cause notice to that effect to be posted.

D. Hydrants

Hydrants located along private, accessways shall either have curbs painted yellow or otherwise marked prohibiting parking for a distance of at least fifteen (15) feet in either direction, or where curbs do not exist, markings shall be painted on the pavement, or signs erected, or both, given notice that parking is prohibited for at least fifteen (15) feet in either direction.

(Ord. No. 2010-015, § 2, 10-5-2010; Ord. 91-922, § 3; Ord. 86-851, § 3)

FINDING: The proposal would not impact the existing access to the office building or the existing hydrants constructed as part of the original building approval (SP 06-07). The TVFR Deputy Fire Marshal has reviewed the plans and indicated that he is not concerned with the proposed expansion. Therefore, this standard is not applicable.

Comment: The fire marshals comments cannot be used here and cannot be considered here

because this is entire matter has been represented as if it is parking extension, not the development of a whole and separated parking lot. If this become the sole access, he has asked the wrong question of how he can service the building.

16.118– Public and Private Utilities

16.118.20 – Standards

- A. Installation of utilities shall be provided in public utility easements and shall be sized, constructed, located and installed consistent with this Code, Chapter 7 of the Community Development Code, and applicable utility company and City standards.**
- B. Public utility easements shall be a minimum of eight feet in width unless a reduced width is specifically exempted by the City Engineer.**
- C. Where necessary, in the judgment of the City Manager or his designee, to provide for orderly development of adjacent properties, public and franchise utilities shall be extended through the site to the edge of adjacent property (ies).**
- D. Franchise utility conduits shall be installed per the utility design and specification standards of the utility agency.**
- E. Public Telecommunication conduits and appurtenances shall be installed per the City of Sherwood telecommunication design standards.**
- F. Exceptions: Installation shall not be required if the development does not require any other street improvements. In those instances, the developer shall pay a fee in lieu that will finance installation when street or utility improvements in that location occur.**

STAFF ANALYSIS: The site is served by existing utilities.

FINDING: Utilities are available to the property and, as demonstrated within the plans and narrative an existing electric transformer vault is being relocated. The applicant state's that all proposed utilities shall meet 16.118.030 and 16.118.040. These standards are satisfied.

Division VIII. Environmental Resources

The applicable provisions of Chapter 6 include: 16.142 (Parks, Trees and Open Spaces), 16.144 (Wetland, Habitat and Natural Areas), 16.146 (Noise), 16.148 (Vibrations), 16.150 (Air Quality), 16.152 (Odors), and 16.154 (Heat and Glare)

Compliance with the standards in these sections is discussed below:

16.142 – Parks, Trees and Open Spaces

16.142.040 - Visual Corridors

A. Corridors Required

New developments located outside of the Old Town Overlay with frontage on Highway 99W, or arterial or collector streets designated on Figure 8-1 of the Transportation System Plan shall be required to establish a landscaped visual corridor according to the following standards:

Category	Width
1. Highway 99W	25 ft.

In residential developments where fences are typically desired adjoining the above described major street the corridor may be placed in the road right-of-way between the property line and the sidewalk. In all other developments, the visual corridor shall be on private property adjacent to the right-of-way.

B. Landscape Materials

The required visual corridor areas shall be planted as specified by the review authority to provide a continuous visual and/or acoustical buffer between major streets and developed uses. Except as provided for above, fences and walls shall not be substituted for landscaping within the visual corridor. Uniformly planted, drought resistant street trees and ground cover, as specified in Section 16.142.060, shall be planted in the corridor by the developer. The improvements shall be included in the compliance agreement. In no case shall trees be removed from the required visual corridor.

C. Establishment and Maintenance

Designated visual corridors shall be established as a portion of landscaping requirements pursuant to Chapter 16.92. To assure continuous maintenance of the visual corridors, the review authority may require that the development rights to the corridor areas be dedicated to the City or that restrictive covenants be recorded prior to the issuance of a building permit.

D. Required Yard

Visual corridors may be established in required yards, except that where the required visual corridor width exceeds the required yard width, the visual corridor requirement shall take precedence. In no case shall buildings be sited within the required visual corridor, with the exception of front porches on townhomes, as permitted in Section 16.44.010(E)(4)(c).

E. Pacific Highway 99W Visual Corridor

1. Provide a landscape plan for the highway median paralleling the subject frontage. In order to assure continuity, appropriate plant materials and spacing, the plan shall be coordinated with the City Planning Department and ODOT.

2. Provide a visual corridor landscape plan with a variety of trees and shrubs. Fifty percent (50%) of the visual corridor plant materials shall consist of groupings of at least five (5) native evergreen trees a minimum of ten (10) feet in height each, spaced no less than fifty (50) feet apart, if feasible. Deciduous trees shall be a minimum of four (4) inches DBH and twelve (12) feet high, spaced no less than twenty-five (25) feet apart, if feasible.

The applicant has provided a 25 ft. visual corridor along a portion of the site where it abuts the new parking area. The applicant has not shown the appropriate type of landscaping groupings as indicated in this provision.

FINDING: Based on the above discussion the applicant has not met this provision, but can do so with the following condition.

Comment: this is a condition that once this lot is paved, you have no concept or idea of the visual corridor and all they are proposing to do is build a visual corridor here along the distance of their proposed parking area although they are demolishing part of a use that should be torn down, they are not completing the visual corridor, as is so typical of this is acting as if this parking lot is proposed like it already is part of Handle LLC ownership. It is simply in this entire staff report acting as if they are dealing with multiple parcel of properties that can be combined without any ownership agreement or unity and it is obvious this has been done because they can't enforce anything against Doyel such as his illegal activities.

There is a more serious problem that they are not addressing and that is the conditions of the paragraph in the code. Clearly the applicant Doyel must provide improvements to the highway median corridor in the highway frontage. As with so many times, Doyel is not required to play by the rules, he has no median and there for he doesn't play the visual corridor and you should lead to a rejection of the entire plan.

RECOMMENDED CONDITION: Prior to final site plan approval, provide a landscape plan that shows the appropriate visual corridor for the site that meets this standard.

16.142.60 – Street Trees

A. Installation of Street Trees on New or Redeveloped Property.

Trees are required to be planted to the following specifications along public streets abutting or within any new development or re-development. Planting of such trees shall be a condition of development approval. The City shall be subject to the same standards for any developments involving City-owned property, or when constructing or reconstructing City streets. After installing street trees, the property owner shall be responsible for maintaining the street trees on the owner's property or within the right-of-way adjacent to the owner's property.

1. **Location:** Trees shall be planted within the planter strip along a newly created or improved street. In the event that a planter strip is not required or available, the trees shall be planted on private property within the front yard setback area or within public street right-of-way between front property lines and street curb lines or as required by the City.
2. **Size:** Trees shall have a minimum trunk diameter of two (2) inches DBH and minimum height of six (6) feet. Diameter at breast height (DBH) shall be measured as defined by the International Society of Arboriculture.
3. **Types:** Developments shall include a variety of street trees. The trees planted shall be chosen from those listed in 16.142.080 of this Code.
4. **Required Street Trees and Spacing:**
 - a. The minimum spacing is based on the maximum canopy spread identified in the recommended street tree list in section 16.142.080 with the intent of providing a continuous canopy without openings between the trees. For example, if a tree has a canopy of forty (40) feet, the spacing between trees is forty (40) feet. If the tree is not on the list, the mature canopy width must be provided to the planning department by a certified arborist.

- b. All new developments shall provide adequate tree planting along all public streets. The number and spacing of trees shall be determined based on the type of tree and the spacing standards described in a. above and considering driveways, street light locations and utility connections. Unless exempt per c. below, trees shall not be spaced more than forty (40) feet apart in any development.
- c. A new development may exceed the forty-foot spacing requirement under section b. above, under the following circumstances:
 - (1) Installing the tree would interfere with existing utility lines and no substitute tree is appropriate for the site; or
 - (2) There is not adequate space in which to plant a street tree due to driveway or street light locations, vision clearance or utility connections, provided the driveways, street light or utilities could not be reasonably located elsewhere so as to accommodate adequate room for street trees; and
 - (3) The street trees are spaced as close as possible given the site limitations in (1) and (2) above.
 - (4) The location of street trees in an ODOT or Washington County right-of-way may require approval, respectively, by ODOT or Washington County and are subject to the relevant state or county standards.
 - (5) For arterial and collector streets, the City may require planted medians in lieu of paved twelve-foot wide center turning lanes, planted with trees to the specifications of this subsection.

FINDING: No new street trees are required for this proposal. Street trees were provided along the sites frontage with the original development. These standards are not applicable to the proposed development since there are existing street trees along the site's frontage of SW Handley Street.

Comment: How many times does it need to be said to this staff that 22065 SW Pacific HWY is not located on Handley and it is a different parcel of land that is to go on Cedar Brook Way and on this standard all of the answers have not been met.

16.142.060 – Trees on Property Subject to Certain Land Use Applications

All site developments subject to Section 16.92.020 shall be required to preserve trees or woodlands to the maximum extent feasible within the context of the proposed land use plan and relative to other policies and standards of the City Comprehensive Plan, as determined by the City. Review and mitigation shall be consistent with 16.142.060 A, B, C and D.

FINDING: The applicant is not proposing to remove any of the existing on-site landscaping; therefore, this standard is not applicable to the proposed development.

Comment: Of course the applicant is not intending to remover trees. He already moved them through illegal activates, but are we are now giving him credit because he has already done it and no compensation, fines or anything is being offered for this?

D. Retention requirements

1. Trees may be considered for removal to accommodate the development including buildings, parking, walkways, grading etc., provided the development satisfies of D.2 or D.3, below.

2. Required Tree Canopy - Residential Developments (Single Family Attached, Single Family Detached and Two - Family)

Each net development site shall provide a variety of trees to achieve a minimum total tree canopy of 40 percent. The canopy percentage is based on the expected mature canopy of each tree by using the equation πr^2 to calculate the expected square footage of canopy for each tree. The expected mature canopy is counted for each tree regardless of an overlap of multiple tree canopies.

The canopy requirement can be achieved by retaining existing trees or planting new trees. Required street trees can be used toward the total on site canopy required to meet this standard. The expected mature canopy spread of the new trees will be counted toward the needed canopy cover. A certified arborist or other qualified professional shall provide the estimated tree canopy of the proposed trees to the planning department for review.

3. Required Tree Canopy - Non-Residential and Multi-family Developments

Each net development site shall provide a variety of trees to achieve a minimum total tree canopy of 30 percent. The canopy percentage is based on the expected mature canopy of each tree by using the equation πr^2 to calculate the expected square footage of each tree. The expected mature canopy is counted for each tree even if there is an overlap of multiple tree canopies.

The canopy requirement can be achieved by retaining existing trees or planting new trees. Required landscaping trees can be used toward the total on site canopy required to meet this standard. The expected mature canopy spread of the new trees will be counted toward the required canopy cover. A certified arborist or other qualified professional shall provide an estimated tree canopy for all proposed trees to the planning department for review as a part of the land use review process.

	Residential	Old Town	Commercial
Canopy Requirement	40%	N/A	30%
Counted Toward the Canopy Requirement			
Street trees included in canopy requirement	Yes	N/A	<u>No</u>
Landscaping requirements included in canopy requirement	N/A	N/A	<u>Yes</u>
Existing trees onsite	Yes x2	N/A	<u>Yes</u> <u>x2</u>
Planting new trees onsite	Yes	N/A	Yes

FINDING: The applicant has not provided details as to compliance with this criterion; however it appears likely with the amount of proposed landscaping and existing trees on site that this criterion could be satisfied with the following condition.'

Comment: A comment that is not true in the absolute. 17 months ago the applicant began his

activates on the site including removing landscaping and large amounts of dirt and illegally parking vehicles. So the statement to being with that he is not for onsite landscaping and because he already has taken the landscaping off. Secondary the entire planting plan will inhibit the devolvement of Cedar Brook Way because they are replanting trees in the Right of Way.

RECOMMENDED CONDITION: Prior to final site plan approval, provide landscape plans that show that the site meets the tree canopy requirement of 30 % of the entire site area.

Comment: This is one of the more amusing part of this report. Now it is convenient for the staff to say that 22065 is one property and they they are going to require him to plant it after they said the tree requirements in Handley is met. This is an admission that they are treating the places differently and should be reason enough to throw out the entire plan.

16.144– Wetland, Habitat and Natural Areas

16.144.20 – Standards

A. The applicant shall identify and describe the significance and functional value of development. A facility complies with this standard if it complies with the criteria of subsections A.1.a and A.1.b, below:

- 1. The facility will not reduce the area of wetlands on the site, and development will be separated from such wetlands by an area determined by the Clean Water Services Design and Construction Standards R&O 00-7 or its replacement provided Section 16.140.090 does not require more than the requested setback.**
 - a. A natural condition such as topography, soil, vegetation or other feature isolates the area of development from the wetland.**
 - b. Impact mitigation measures will be designed, implemented, and monitored to provide effective protection against harm to the wetland from sedimentation, erosion, loss of surface or ground water supply, or physical trespass.**
 - c. A lesser setback complies with federal and state permits, or standards that will apply to state and federal permits, if required.**

FINDING: The applicant is not proposing to remove any of the existing on-site landscaping. According to the Natural Resource Assessment (**Exhibit i**) written by SWCA Consultants and corroborated by Clean Water Services(**Exhibit K**), there are on-site wetlands on the western portion of tax lot 2100, which requires a 50-foot-wide vegetated corridor. No vegetated corridor impacts are proposed by the applicant. Included in the Natural Resource Assessment is a plan for enhancing the vegetated corridor to the specifications required by Clean Water Services. The plan includes a list of native trees, shrubs and groundcovers that would be planted upon approval. Additionally, a maintenance plan describing a two-year maintenance period is included with the vegetated corridor planting plan. The site would not reduce the area of wetlands on the site. Therefore, this standard is satisfied.

16.146 – Noise

16.146.010 – Generally

All otherwise permitted commercial, industrial, and institutional uses in the City shall comply with the noise standards contained in OAR 340-35-035. The City may require proof of compliance with OAR 340-35-035 in the form of copies of all applicable State permits or certification by a professional acoustical engineer that the proposed uses will not cause noise in excess of State standards.

FINDING: The only increase in noise due to the proposed parking lot extension would occur during construction and be of temporary duration. It is not anticipated that this development would create high levels of noise beyond what is expected in an urban area. There are not any expected adverse impacts therefore this standard is satisfied.

Comment: There is contraction activity for commercial purposes going on those properties even though they claim it is not and that is avoidable by going to see the construction equipment parked and this is definitely increasing the noise level.

16.148 – Vibrations

16.148.010 – Generally

All otherwise permitted commercial, industrial, and institutional uses shall not cause discernible vibrations that exceed a peak of 0.002 gravity at the property line of the originating use, except for vibrations that last five (5) minutes or less per day, based on a certification by a professional engineer.

FINDING: It is not anticipated that this development would create high levels of vibration beyond what is expected in an urban area. There are not any expected adverse impacts therefore this standard is satisfied.

16.150– Air Quality

16.150.10 – Generally

All otherwise permitted commercial, industrial, and institutional uses shall comply with applicable State air quality rules and statutes:

- A. All such uses shall comply with standards for dust emissions as per OAR 340-21-060.**
- B. Incinerators, if otherwise permitted by Section 16.140.020, shall comply with the standards set forth in OAR 340-25-850 through 340-25-905.**
- C. Uses for which a State Air Contaminant Discharge Permit is required as per OAR 340-20-140 through 340-20-160 shall comply with the standards of OAR 340-220 through 340-20-276.**

FINDING: It is not anticipated that there will be high levels of air pollution beyond what is expected in an urban area. There are not any expected adverse impacts therefore this standard is satisfied.

16.152 – Odors

16.152.010 – Generally

All otherwise permitted commercial, industrial, and institutional uses shall incorporate the best practicable design and operating measures so that odors produced by the use are not discernible at any point beyond the boundaries of the development site.

FINDING: It is not anticipated that there will be high levels of odor or unusual beyond what is expected in an urban area. There are not any expected adverse impacts, therefore this standard

is satisfied.

16.152 – Heat and Glare

16.154.10 – Generally

Except for exterior lighting, all otherwise permitted commercial, industrial, and institutional uses shall conduct any operations producing excessive heat or glare entirely within enclosed buildings. Exterior lighting shall be directed away from adjoining properties, and the use shall not cause such glare or lights to shine off site in excess of one-half (0.5) foot candle when adjoining properties are zoned for residential uses.

STAFF ANALYSIS: The applicant's lighting plan identified eight (8) new exterior lights to illuminate the proposed parking lot extension. All exterior lighting is shown to be directed toward the interior of the proposed parking lot and away from adjacent residential uses and the existing building.

FINDING: The proposed lighting plan only shows the anticipated foot candle levels within the parking lot. It is unclear what amount of illumination, if any, would spill over onto adjacent properties. The applicant did not respond, and it is not clear from the proposed plans whether or not lighting would be added or required in these areas. Therefore, the following condition is warranted.

RECOMMENDED CONDITION: Prior to final site plan approval, the applicant shall submit a revised lighting plan showing that the lighting will not shine more than 0.5 foot candle from the property onto adjacent properties.

RECOMMENDATION

Based upon review of the applicant's submittal information, review of the code, agency comments and consideration of the applicant's revised submittal, staff finds that the proposed site plan (SP 13-01) does not fully comply with the standards but can be conditioned to comply, and recommends **approval** of the request subject to compliance with the following conditions of approval.

VI. CONDITIONS OF APPROVAL

1. Compliance with the Conditions of Approval is the responsibility of the developer or its successor in interest.
2. This land use approval shall substantially comply with the submitted site plans dated July 15, 2013 prepared by AKS Engineering and Forestry except as indicated in the following conditions of the Notice of Decision. Additional development or change of use may require a new development application and approval.
3. The developer/owner/applicant is responsible for all costs associated with private/public facility improvements.
4. This approval is valid for a period of two (2) years from the date of the decision notice. Extensions may be granted by the City as afforded by the Sherwood Zoning and Community Development Code.

5. An on-going condition of the approval is that the site be maintained in accordance with the approved site plan.
6. The continual operation of the property shall comply with the applicable requirements of the Sherwood Zoning and Community Development Code and Municipal Code.
7. A temporary use permit must be obtained from the Planning Department prior to placing a construction trailer on-site.
8. This approval does not negate the need to obtain permits, as appropriate from other local, state or federal agencies even if not specifically required by this decision
9. Prior to issuance site, grading, or erosion control permits from the Building Department:
 1. Obtain City of Sherwood Building Department approval for any grading or erosion control plans.

Prior to Final Site Plan Approval:

1. Submit evidence-indicating compliance with the required conditions provided by Clean Water Services File Number 13-001610, Exhibit K. This includes obtaining City of Sherwood Building Department approval for any grading or erosion control plans.
2. Provide additional information on how the topsoil or subsoil preparation will be undertaken to ensure that the new landscape plants will receive the appropriate nutrients and soil conditions to survive.
3. Submit a letter from the landscape architect certifying that the plants are native and/or are the most appropriate for the site or if they modify the plant list to provide the required native plants.
4. Provide a landscape plan that shows the appropriate combination of trees to satisfy the parking lot landscaping standard.
5. Submit landscape plans that show a visual corridor along Highway 99W that is consistent with the visual corridor standard.
6. Submit additional information identifying how the garbage/recycle area would be screened from Handley Street.
7. Submit additional information clearly identifying where all parking, loading or maneuvering areas would be marked or painted.
8. Submit a revised lighting plan showing that the lighting will not be more than 0.5 foot candle from the property onto adjacent properties.
9. Submit evidence of the following information as requested by Pride Disposal Company:

- a. The enclosure needs to have inside measurements of 20' wide and 10' deep.
 - b. There should be no center post at the access point in the center of the enclosure.
 - c. The gates will need to allow for the full 20' needed to access the enclosure. They should be hinged in front of the enclosure walls to allow for the full 20' width. This will also allow for the 120 degree opening angle that is required.
 - d. The gates need cane bolts and holes put in place for the gates to be locked in the open and closed position. The holes for the gates to be held open need to be at the full 120 degree opening angle.
 - e. No roof on the enclosure
10. Provide landscape plans that show that the site meets the tree canopy requirement of 30 % of the entire site area.

Prior to Final Approval:

1. Receive Sherwood Engineering Department approval of engineering plans for all public improvements and/or connections to public utilities (water, sewer, storm water, and streets) including compliance with all conditions specified in "Prior to approval of public improvement plans.
2. Provide staff with proof that a joint access and maintenance easement between lots 1600 and 2100 for the purposes of providing legal access to the accessory parking area as well as maintaining the water quality facility and trash enclosure.
3. Obtain final site plan approval from the Planning Department.
4. Re-grade existing water quality swale or the storm pipe will be relayed to allow the pipe to discharge into the flow line of the swale.
5. Provide a private stormwater facility access and maintenance covenant between the owner and the City shall be implemented and recorded with Washington County with a copy being provided to the City.
6. Dedicate a public water line easement to the City on the outside of the existing public utility easement to give a minimum easement width of 7.5 feet from the existing water main within Tax Lot 2100.
7. Dedicate a new water vault easement to the City on the outside of the existing public utility easement to give a minimum easement width of 5 feet around the outside of the existing water vault within Tax Lot 2100.
8. Install the required landscaping or pay a security equal to 125% of the cost of the landscaping will be filed with the City.
9. All site improvements including but not limited to landscaping, parking and site lighting shall be installed per the approved final site plan and inspected and approved by the Planning Department.

- A. Applicant's Materials
- B. Email from Robert James Claus dated August 9, 2013
- C. Letter from Michelle Barrera dated October 9, 2013 Clean Water Services comments from Jackie Sue Humphreys dated October 2, 2013
- D. E-mail from Seth Brumley, Associate Planner with ODOT, dated September 23, 2013
- E. Comments from Kristin Leichner – Pride Disposal Company dated October 1, 2013
- F. Comments from John Wolff, TVFR Deputy Fire Marshal dated October 3, 2013
- G. Copy of Engineering Comments from Craig Christensen dated October 11, 2013
- H. Copy of Natural Resource Assessment dated May 13, 2013
- I. Copy of Stormwater Report prepared by AKS Engineering
- J. Clean Water Service Provider Letter dated July 1, 2013

END OF REPORT



Police Department

20495 SW Borchers Drive
Sherwood, OR 97140
Ph: 503-625-5523
Fax: 503-625-9553
Dispatch: 503-629-0111

Knob Properties LLC
15425 SW Pleasant Hill
Sherwood, OR 97140
Re: Taxlot ID# 2S131BA02100

July 17, 2013

Ref: Unapproved gravel parking area

Dr. Doyel,

I am contacting you to provide you with additional information regarding the complaint filed against your property located at 22065 SW Pacific Highway Sherwood, Oregon 97140. During my inspection of the property on July 10, 2013, I observed numerous vehicles parked in a newly constructed, unapproved gravel parking area. I understand that you have been actively working with the Planning Department to work towards a resolution.

On July 11, 2013, I spoke with you regarding the violations on the property. During that conversation, I spoke of the possible fines if the property was not brought into compliance. On July 16, 2013, I was able to re-inspect the property and found that no vehicles were being parked on the site.

First and foremost, thank you working with us to bring the property into compliance with the Sherwood Municipal Code. I am aware that you are in the process of submitting an application to the City of Sherwood for review in using this property as a parking lot for your adjoining property.

Until the application has been approved for the designated use by the City of Sherwood, there can be no vehicles parked on the gravel parking area.

If vehicles are parked in this unapproved gravel parking area, you would, at a minimum, be in violation of the following ordinances of the Sherwood Municipal Code:

- 16.90.020 Site Plan Review to ensure that the improvements meet the use and dimensional requirements of the Code;
- 16.92.030(A) and (B) Site area landscaping/Parking area landscaping;
- 16.94.010(F) and (G) paving and marking. General Requirements for Off-Street Parking in the City of Sherwood;



Home of the Tualatin River National Wildlife Refuge

Police Department

20495 SW Borchers Drive
Sherwood, OR 97140
Ph: 503-625-5523
Fax: 503-625-9553
Dispatch: 503-629-0111

- 16.114 – Storm Water, and
- Any ancillary provisions associated with those chapters as they relate to the physical development of the property.

As previously stated, this property is currently not compliant with the Sherwood Municipal Code, but because of your forthcoming application to bring the property into compliance, no citations are warranted. Failure to comply with the Sherwood Municipal Code may result in citations being issued for each violation. Each violation may be issued up to a \$500.00 fine per day.

If you have any questions please feel free to contact me.

For Sherwood Municipal Code information, go to the following website:
<http://municipalcodes.lexisnexis.com/codes/sherwood/>

Thank you,


Bill Collins
Code Compliance Officer
Sherwood Police Department
503-925-7106
collinsb@sherwoodoregon.gov

bing Maps

22065 SW Pacific Highway, Sherwood, Oregon 97140

On the go? Use m.bing.com to find maps, directions, businesses, and more



 Bird's eye view maps can't be printed, so another map view has been substituted.

22065 SW PACIFIC HIGHWAY



22065 SW Pacific Hwy

railing bent

DRAINAGE FROM TL #2100 TOWARD SOUTH

TL# 2100
22065

99W
Railing

CULVERT

LOOKING SE VIEW FROM Handley Drive Looking At Culvert + TL# 2100



KEITH MAYS FOR MAYOR

YOUR FRIENDS & NEIGHBORS SUPPORT MAYS FOR MAYOR

Dr. Ben Aanderud
Dr. Naiban Doyel
Dr. Mike & Cathy Cary
Dr. Kevin & Amanda Bates
Dr. Todd Wilson
Drs. Eric & Nina Bergquann
Todd Bownan
Dr. Mary Beth Rowman
Pat & Joan Allen
Gary & Susan Rychlik
Dennis & Liz Durrell
Mark Rowlands
Thad Metzger
David & Deanna Luman
Larry & Shellie Lazo
Dave Sweeney
Ross & Stacy Schultz
Dan & Tammy Stefena
Katelyn Skinner
Brian Stevens
Krisi Kizziar
Haidar Fakh
Mike Lechner
Phil McGuigan
Doug Pederson
Ken & Linda Shannon
Perry Francis
Steve Munsterman
Brian & Carly Kinney
Robert & Angie Angus
Jeffrey Wren

Mark Christie, Sherwood
School Board (1997-2012).
Kate & Kevin Noreen
Joe & Sue Hekker
Jeanee & Dan Jamison
Kathi & Greg Lawrence
Bill & Tracie Bomerfield
Monique Beikman
Tim Carlin
Adrian & Amy Emery
Jeff & Kelly Sinclair
Jim & Lynn Haynes
Glarence & Pam Langer
Andrew & Val Rice
Dave & Teri Emmons
Jeff & Joan Roberts
Rob Bronse
Curt & Martha Born
Doug Muller
Jim & Brittany Copfer
John & Heather Kinney
David Zimel
Marlo Grubbe
Todd McCabe
George Pitts
Tess Kies
Norman Penner, Lt. Col. USAF
MSC (Ret.)
James Davenport, Lt. Col.
USMC
Jim Mays, US Army

Jim & Val Patterson
John & Jennifer Kuiper
Tim & Jen Vranizan
Mike & Lisa Black
Jim & Christine Nappe
Dave Grant
Julie Bailey
Scott Haynes
Katie Born
Matt & Nikki Langer
Larry Morrison
Mark Federspiel

Sherwood Chamber of Commerce Past Presi- dents

Dr. Ben Aanderud
Jim Haynes
Susan Rychlik
Dr. Scott Johnson
Tim Heine
David Luman
Ron Kachergius

Washington County Sheriffs

Pat Garrett
Rob Gordon (2003-11).

Tualatin Valley Fire &
Rescue Board
Clark Balfour - President
Robert C. Wyffels
Brian J. Clopton
Randy J. Lauer

Washington County Commissioners

Andy Duyck, Chair
Tom Brian, former Chair
Roy Rogers
Dick Schouten
Bob Terry

Metro Council

Tom Hughes, President
Kathryn Harrington
Craig Dirksen

30+ Oregon Mayors including mayors of:

Beaverton; Hillsboro; Tigard;
Tualatin; Newberg; Forest
Grove; Cornelius; King City;
Durham; Wilsonville; McMinnville; Keizer; Pendleton.

Keith Mays works with the Sherwood School District (SSD) Board to regularly expand our partnership and save community resources for use in the classroom, arts, sports, and public safety.

- City Improved, Maintained and Managed SSD Fields
- City Provided Data, Video and Phone to Sherwood School District
- Sidewalks to School Program

Keith works to lower your taxes.

- Industrial Development increases our general tax base to pay for parks and public safety but it also lowers homeowner's taxes on school bond debt.

Mays keeps Sherwood "Open for Business."

- Removing Government Red Tape and Barriers to Business
- Opening More Industrial Employment Opportunities Through New Roads and Improved Infrastructure
- Added 150+ New Family Wage Industrial Jobs in 2012
- Supports the Expansion of Local & Regional Economic Development

Keith's role in transportation

planning and funding is critical to Sherwood's future.

- Securing Further Funding for Transportation (now at \$50+ million)
- Doubling Trails/Sidewalks with \$5.1 Million in Fed Funds (2013-2014)

Public Safety is a top priority for Keith.

- State Accredited Police Department in 2012
- School Resource Office program
- Emergency Response Plan created, adopted and being regularly tested
- Built strong relationships with TVF&R, WA County Sheriff and neighboring police agencies.

Keith improved Community Outreach & Transparency.

- From minimum required public meetings by law to more than most cities.
- Monthly Sherwood Archer for news and information
- Cable TV broadcast of Council, Planning Commission, Budget meetings
- Regular community open houses to get direct citizen input
- Requires neighborhood meetings for proposed large projects

Keith is a Strong Advocate for Sherwood

- Helped prevent Legislature from giving Metro additional taxing authority
- Approved lowest residential density requirements within Metro region
- Helped secure funding for the Visitor's Center at our Refuge

Keith is involved in our community

Working shoulder to shoulder with community groups and volunteers to "Keep Sherwood Great" for the past 16 years, including Chamber of Commerce, Sherwood Main Street, Rotary Club, Elks Lodge, YMCA, School District, our area faith organizations, non-profits, Robin Hood Festival, Refuge, youth sports and cultural arts groups and events.

Through his leadership, Keith saves us money and encourages growth while preserving our small town feel.

He puts our kids first and helps bring jobs and prosperity to our community. Keith Mays makes Sherwood a prime example of "How to Do Things Right."



★ LET'S KEEP SHERWOOD GREAT ★
Together We Can Make It Happen!

Elections Division
 255 Capitol St NE, Ste 501, Salem, OR 97310
 503.986.1518 or 1.866.673.VOTE

October 23, 2013 (Version: v3.7)

Public Search

Committees by Name
 Committees by Election

Transaction Search Results

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Search Criteria : Filer/Committee ID = 10167,

**out-of-state contributor

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1054557	06/27/2011	Original	Keith Mays for Mayor of Sherwood	Miscellaneous Personal Expenditures \$100 and under	Personal Expenditure for Reimbursement	\$49.35
1009935	03/15/2011	Original	Keith Mays for Mayor of Sherwood	Benjamin Aanderud	Cash Contribution	\$250.00
1001857	01/21/2011	Original	Keith Mays for Mayor of Sherwood	Miscellaneous Cash Contributions \$100 and under	Cash Contribution	\$600.00
972146	12/16/2010	Original	Keith Mays for Mayor of Sherwood	Keith S. Mays	Cash Expenditure	\$325.16
985127	11/15/2010	Original	Keith Mays for Mayor of Sherwood	Nathan Doyel	Cash Contribution	\$250.00
985128	11/15/2010	Original	Keith Mays for Mayor of Sherwood	Conkling Fiskum & McCormick, Inc.	Cash Contribution	\$250.00
965133	11/15/2010	Original	Keith Mays for Mayor of Sherwood	Keith S. Mays	Cash Expenditure	\$897.00
956599	11/05/2010	Original	Keith Mays for Mayor of Sherwood	Enserv, LLC	Cash Contribution	\$600.00
969121	11/05/2010	Original	Keith Mays for Mayor of Sherwood	Miscellaneous Cash Contributions \$100 and under	Cash Contribution	\$100.00
959250	10/31/2010	Original	Keith Mays for Mayor of Sherwood	Miscellaneous Personal Expenditures \$100 and under	Personal Expenditure for Reimbursement	\$15.14
952498	10/23/2010	Original	Keith Mays for Mayor of Sherwood	Miscellaneous Personal Expenditures \$100 and under	Personal Expenditure for Reimbursement	\$100.00
941088	10/16/2010	Original	Keith Mays for Mayor of Sherwood	Miscellaneous Personal Expenditures \$100 and under	Personal Expenditure for Reimbursement	\$75.00
931916	10/15/2010	Original	Keith Mays for Mayor of Sherwood	Tim Heine	Cash Contribution	\$200.00
931953	10/15/2010	Original	Keith Mays for Mayor of Sherwood	Adams Screenprint, LLC	Cash Expenditure	\$177.50
937235	10/15/2010	Original	Keith Mays for Mayor of Sherwood	Miscellaneous Cash Contributions \$100 and under	Cash Contribution	\$100.00
937236	10/15/2010	Original	Keith Mays for Mayor of Sherwood	Miscellaneous Personal Expenditures \$100 and under	Personal Expenditure for Reimbursement	\$52.02
932023	10/14/2010	Original	Keith Mays for Mayor of Sherwood	D.Pedersen LLC	Cash Expenditure	\$3,045.00

[Export To Excel Format](#)

Susan Claus
22211 SW Pacific Highway
Sherwood, Oregon 97140

October 30, 2013

Mr. Joe Turner
Hearings Officer
City of Sherwood

RE: SP 13-01

Dear Hearings Officer Turner-

I have not slept well the past two weeks since this staff report was issued on the Pacific Family Dental site plan. I find myself saying, "How has our town come to this point?" "Is there no sense of the simple right and wrong of the matter?"

Nathan Doyel has not only been my dentist, I consider him a friend. Same with his business partner. How is it that we are embroiled in this land use debacle? It's not right. We have lost the rule of law in this town. Staff is choosing winners and losers.

We bought our property almost 30 years ago. Ronald Reagan was President. Hatfield and Packwood were Oregon's dynamic senate duo. IBM came up with its first lap top computer. Intel's introduced its 386 series microchip processor. Sherwood had a static population of about 2,500 people. The town was not in the development business. And the town definitely did not have an "urban renewal district." Our property was on the edge of town-- off in the "boonies."

A lot has changed since that time. Sherwood experienced its rapid growth and is now a population of 18,000 people and counting. Our town's governmental structure has changed. City staff in many ways has changed. A truly disappointing change in the staff is how it views itself. Instead of being civil servants, several key staffers have an attitude that they own the town-- we just live here. For several reasons, their attitude can be summarized as "the ends justify the means." I am not trying to be harsh or denigrating-- this observation comes after witnessing first hand many sad and disappointing decisions and dynamics with staff over the past few years. Some of our elected officials are also to blame for the situational ethics that has governed our town.

This site plan application is a case in point.

How is it that a supposedly decent man like Nathan Doyel could so aggressively break the law? He purchased TL #2100 in 2011 knowing he was going to put a parking lot on that site for the benefit of the dental clinic. His premeditation is evident in the recorded Amendment to the Trust Deed he signed with

Al and Nancy Williams. He specifically spells out his intention for a parking area, he purchases the property in a different LLC, and he obtains agreement from the Williams that he doesn't need their permission before he does any land use action on the property. He also tips his hand that he will be changing the ownership entity for that property, and as long as the Williams get a personal guarantee from he and his wife he can change the ownership entity. It paves the way for a later Type 1 lot line adjustment approval from city staff that then lets him change ownership entities

Nathan knows now and knew then that the Williams property carries with it, responsibilities for public infrastructure including a visual corridor along the highway, and the Cedar Brook Way road extension on the west side of the Williams property. Al and Nancy Williams had been trying to sell their property since before he put in his original application back in 2006/2007. Several potential buyers looked at the property but said "no" due to the Cedar Brook Way extension obligation and the limited oneacre building area.

Cedar Brook Way itself was a contrived set of improvements in response to an earlier staff zoning manipulation with the Langer family, their business associates and Home Depot in which the staff involved ODOT in an authorization for a traffic signal along 99W-- a signal that was never to be part of the Sherwood/99W plan. Our City Council took the Home Depot application to Washington County Circuit Court to try to undo the staff's manipulations. The City Council lost based on the 120 day rule. Attached is a brief email from one of Sherwood's former mayors, Walt Hitchcock, that briefly explains the initial problem that started a sad chain of events that leads us to the Doyel application.

As part of that outfall, in 2000, ODOT agreed to give Sherwood a grant to realign the Meinecke Road intersection which at the time was not signalized. They used "Access Oregon" monies and were supposed to build the Cedar Brook Way extension all the way past the Chicken Creek gully which would have gone through the Williams property and terminated at the Claus property. The city and ODOT ran out of project money during the building process however. Several attempts by the city officials to get more ODOT money were unsuccessful. ODOT funds only carried Cedar Brook Way to the Handley Drive intersection. A very expensive part of the project of bridging the Chicken Creek gully now was unfunded. Staff and elected officials devised an addition to the Transportation System Plan (TSP) that left many questions unanswered-- especially for the seven land owners who owned property between the Meinecke Road and Sunset Blvd intersections along the west side of 99W.

In 2006 when Nathan Doyel brought forward his Cedar Brook Professional Building site plan review, he formally petitioned to not have to extend Cedar Brook Way through his property. He asked "to enter into a binding agreement with the city to defer construction of improvements for SW Cedar Brook Way." He gave two reasons for his request. First, he asserted constraints "on the neighboring property render design of street unfeasible" at the time. He also suggested that the road "leads nowhere." His second reason was that "the future street extension is currently under private ownership and the Applicant believes until the property is purchased by the City, a street extension seems unlikely." (See Memorandum to Julia Hajduk from City Engineer Tom Pessemier, dated December 5, 2006.)

The city staff had already agreed to let Nathan not put in the full half street improvements up to the neighboring property line. They noted that when the property at 22065 SW Pacific Highway (TL #2100) was developed that "dedication and construction of this extension will be a condition of development. This will occur regardless of whether a land bridge or the extension of Cedar Brook Way beyond the subject property takes place." The city denied Nathan's request to defer the improvements. (See Memorandum to Julia Hajduk from City Engineer Tom Pessemier, dated December 5, 2006.) He had to put some improvements in to extend Cedar Brook Way in front of his Cedar Brook Professional Building.

Another fall out to the Home Depot debacle was the city initiating the Capacity Allocation Program ordinance that "capped" the number of trips at 43 trips per acre along the highway. In Nathan's original site plan, his 0.782 acre site was capped out at 33.63 trips per acre. After they did their trip generation analysis and came up with 2.39 trips per 1,000 ft of building, they applied the formula, they found out the maximum building size they could build for his dental clinic. The calculation went like this:

$$\begin{aligned} 0.782 \text{ acres} \times 43 \text{ trips per acre} &= 33.63 \text{ trips} \\ 33.63 \text{ trips} / 2.39 \text{ trips} \times 1,000 \text{ sf} &= 14,071 \text{ Gross Building Square Footage} \end{aligned}$$

They then modified the building square footage to a Gross Leasable Building Area of 12,270 sq.ft.

The city's minimum parking requirements of 3.9 spaces per 1,000 feet of Gross Leasable Building Area was then calculated:

$$12,270 \text{ sq.ft.} / 1,000 \text{ sf.} \times 3.9 \text{ spaces} = 47.85 \text{ spaces (rounded to 48 spaces)}$$

From the code standards, Nathan was allowed 34 standard parking spaces, 12 compact, and 2 ADA spaces. The code also allowed that on a one to one ratio he could count some street parking toward his minimum required spaces. They settled on 10 spaces on the street and 38 spaces on his site to allow the minimum parking. The maximum allowed by the code was 72 spaces. Because of the size of his site however, he had no room to add parking-- he was barely making the requirement by using the 10 on street parking spaces.

The CAP ordinance in part is driving the current parking issues. Because the building size was constrained in 2006 and the site was less than an acre, at 0.782 acres, the parking maximized out at the minimum levels plus what other public parking spaces (in addition to the 10 counted for the site plan) were available around in walking distance of the clinic. They knew it at the time and they built the building and other improvements. There are at least by my count another 10-15 spaces within easy walking distance. The Williams property was available for purchase at the time that Nathan built (See Memorandum to Julia Hajduk from City Engineer Tom Pessemier, dated December 5, 2006), yet for whatever reasons (financial, no doubt) it was not purchased and not incorporated into the original site plan.

The parking constraints, the Cedar Brook Way extension, the CAP ordinance restrictions, were all known by the applicant at the time of the original application.

There are four separate dental businesses operating out of the Cedar Brook Professional Building: Bittner Dentistry For Kids, Sherwood Oral Surgery, Wilson Orthodontics, and Pacific Family Dental. Each of these businesses have their own support staff that stay on site for the majority of the hours of operation. Just those simple logistics of staff parking overwhelm and severely reduce the available parking for patients and other customers.

When the neighboring office buildings were built a few years ago, their parking lot was open and not chained off. Although the neighboring office building has never been occupied, for awhile, the Cedar Brook Professional Building benefitted from the neighbor's parking lot. It has since been chained off. No other commercial offices exist in the area. Handley is a dead end cul-du-sac. The parking usage along Handley is from the Cedar Brook Professional Building activity.

The applicant has asserted without documentation that tenants from a condominium project on the north side of Meinecke Road are utilizing the Handley Drive parking spaces. While that may be true for a few of the street parking spaces, the nature of the apartment uses and the professional office uses are complementary in parking-- not competitive. Many of the apartment dwellers work during the daytime hours-- so their vehicles are not around the project. The daytime is when the dental clinics need the parking. I randomly travel by the dental offices several times a week because we live close by. The other night I dropped by to see if Handley was jammed up with vehicles at night from the condo project. This is what I found at 9:30 pm on Tuesday, October 29th :



Figure 1: View of Handley Drive Looking West from Hammerhead Terminus toward Cedar Brook Way

The street had one car parked and it was at the end of the hammerhead. If the condo project tenants were massively using the street parking, it should have been filled up. My point is, a few cars maybe in

asked one of the long time court staffers if she had ever seen a "case" like this in our municipal court. She said she had not. The city set a trial date for me a couple of days before I was to have double mastectomy surgery. By that time I and my family was so exhausted, and my doctors worried so about my ongoing health issues, that we settled with the city staff-- not however before they cost us over \$15,000 in attorney fees. Truly, if I hadn't been there and saw what I saw I would find it hard to believe a city staff and political elite could sink so low. I thought surviving breast cancer was hard enough.

My point is, the city staff knows how to generate their own complaints against and use their court system against citizens who they want to make an example out of. On the other hand, they have the ability to make a separate standard for "favored" people.

Nathan illegally converted the Williams property and then for over a year made use of that parking area for the dental businesses staffers to enter on/off 99W. He was allowed to do that during the reign of the now ousted mayor. I am also including information that shows he financially backed the old mayor and actively endorsed him politically and in newspaper and website ads.

So here we are, at this "apples and oranges" site plan application. This application was accepted by the staff in August of 2013. They have deliberately held on to the application, running out the 120 days. We only received the staff report seven days before the hearing-- the bare minimum required by law. That in and of itself is disingenuous on the staff's part. This is not a simple application -- it has many twists and turns to it. There is additional pertinent information that the city has which is relevant to this application-- however, not knowing what the staff report was going to say-- no one could know what information would additionally be needed from city records. They have a records request process that exceeds the seven day timing on material submittals for this application. The period for public comments on this application was only allowed at the bare minimum because staff ran out 120 day clock. Even the applicant will have to extend the 120 days in order to answer any of the materials being submitted.

I am encouraged that you said your background is in planning as well as the law. I find several reasons that the conditions of approval either need to be modified, or this application needs to be rejected on its face. In no particular order:

Future Type 1 Lot Line Adjustment Issue

Given the staff politics in this town, an approval of this current application in its current state can result in a later administrative Type 1 lot line adjustment that has no public notice or hearing. There are public infrastructure issues that materially negatively impact adjoining property owners like the Claus family, Ken and Linda Shannon, Joe and Mara Broadhurst, and the Elks. From a public hearing stand point, there is no more mandatory public process left that prevents Mr. Doyel from materially impacting the ability of TL #2100 to pay for its obligation for the Cedar Brook Way. With a lot line adjustment he can subsume the TL#2100 parking area into TL #1600-- again without dealing with the Cedar Brook Way extension. There is only about one usable acre on that tax lot. If he takes away half of it to give to TL #1600 then TL #210 is even further constrained. Public improvements are supposed to be extended to

the next properties when development occurs. This section of the code is being violated with this site plan application. The town's TSP and provisions for orderly development is being violated. He has already shown in the past that he does not want to be responsible for anything along Cedar Brook Way, 99W, or the drainage ways. An administrative loop hole is being used to circumvent the TSP and the responsibilities for Cedar Brook Way.

Even though the legal access for TL #2100 is Cedar Brook Way, Mr. Doyel was told by his advisors that he can alter TL #2100 access via an easement across the parking area to Handley Drive thereby circumventing the need to have Cedar Brook Way as the public street access for TL #2100. Again, another avenue for circumvention of the TSP and municipal code requirements for public improvements.

There is no legal provision being offered by the applicant or the staff that protects property owners to the south of TL #2100 regarding associated Cedar Brook Way road extension. This is resulting in a constructive moratorium on the build out of Cedar Brook Way and a possible inverse condemnation. Staff has required of other property owners in the Cedar Brook Way road extension "district" that "cross easements" be obtained from adjoining property owners before any development could occur. I specifically have been in pre-application meetings with the staff where they were adamant about such "cross easements" being obtained between owners for that road extension. There was also stipulation that any "interim" development would be subject to removal at the owner's expense if the city ever decided they wanted Cedar Brook Way to be extended. The staff has asked none of this of this applicant. Why?

An Accessory/Incidental Use is not outright Permitted in the GC Zone

This application is proposing an accessory parking lot on TL #2100 for the exclusive benefit of TL #1600. The applicant states with no documentation or generally accepted research to support it that no trips are being generated from the parking lot or non permitted use in this zone or district. It is not classified as a non-accessory commercial parking lot. According to the General Commercial code Section 16.22.010 - 16.22.060, and Chapter 16.88, according to the land use table it has to be a non-accessory commercial parking lot located with Personal Services in the GC code. This application is not proposing any Personal Services with this application. Dental and medical offices are associated under Office and Professional Services part of the GC code. As such, "any incidental business, service, processing, storage or display, not otherwise permitted, that is essential to and customarily associated with a use permitted outright, provided said incidental use is conducted entirely within an enclosed building." A look at the definitions section of the code does not allow this proposal as it is being characterized.

The Applicant has Exceeded the Maximum Allowable Parking Spaces

Without going into the earlier analysis from the approved site plan in 2007, the maximum number of allowable parking spaces is 72. The applicant is proposing to add 35 spaces to the approved 48 spaces for a total of 83 spaces. There are roughly an additional 10-15 on street parking spaces along Cedar Brook Way and the part of Handley Drive to the west of Cedar Brook Way.

Given that the Cedar Brook Professional Building is the only active commercial enterprise in the area and conducts most of its business between 7 am and 7 pm, the four businesses that occupy that building are the cause of the current parking shortages. A current traffic and parking analysis should be required as part of this file to even entertain a site plan proposal like this. If the CAP ordinance is being violated, the building has to be brought into conformance.

Signage not Installed per original site plan

There are also some simple violations like signage has not been installed. The original application requires signage along Cedar Brook Way noting future extension. On page 23 of the staff report dated 11-20-2006 it states "A durable sign shall be installed at the applicant's expense. These signs shall notify the public of the intent to construct future streets. The sign shall read as follows: "This road will be extended with future development. For more information contact the City of Sherwood at 503-625-4202." " The photo below shows this requirement of the original application is not in compliance.



Figure 2: View of barrier at Cedar Brook Way extension with no Posted Signage for Future Roadway Extension

Applicant is crippling TL #2100 by attempting to take half of the usable site for TL #1600.

Applicant was aware that Cedar Brook Way extension would have to be dealt with when TL #2100 was developed. Applicant received a partial waiver on full half street improvements during the initial site plan approval. Applicant is now asking for another set of waivers from Cedar Brook Way extension obligations and making an inverse condemnation action nearly mandatory.

Clean Water Services Service Provider Letter

Clean Water Services has mandated 182 trees to be planted as mitigation. It calls for trees to be planted within the Cedar Brook Way Right of Way road extension. This makes no sense if we already know a road is supposed to go in that area. And they are willing to reconsider their requirements in light of Cedar Brook Way.

Visual Corridor

Staff is trying to approve a half measure on an illegal use. There is a full visual corridor that should be improved if this flawed application is approved.

Approving an Illegal Use

Our code does not allow for the proposed parking area. Staff has reinterpreted several areas in the code to give the application the appearance of legality. This was a grassy area before Mr. Doyel changed it without permission or permits and/or proper charges on the storm water fees. Not only did he make a graveled parking area on the north end of TL #2100, he also expanded a small existing driveway into a parking area while allowing parking of illegal types of construction equipment. He also removed some trees without permits.

Here are a before and after photo for comparison purposes. Staff should have shown these.



Figure 2 Aerial view of TL #2100 Before Doyel Purchase



Figure 3 Aerial View of TL #2100 after Illegal Conversion to Parking areas and removal of trees

Expanding Non-Conformity

The applicant has expanded the non-conformity of the single family residence. They are removing a triple car garage/storage, a beauty shop commercial use and replacing it with storage of heavy equipment, no garage, expanded parking area, and allowing it to continue to access from 99W when that access has been earlier purchased from the Williams by ODOT. Sherwood municipal code does not allow expansions and alterations of existing non- conforming uses and structures. Here is a photo of some of the heavy equipment that is being stored on site:



Figure 4 TL #2100 Commercial Dump Truck and Trackhoe on South parking area 99W access

There are other problems and issues with this application that are addressed within the materials being submitted as part of the record being left open for seven days.

For the outlined and other reasons, this application should be denied, or in the alternative modified to address the concerns brought up in the materials submitted to this land use file. This could be the last time TL #2100 is presented in a land use application in its current state. The responsibilities associated with the public improvements must be addressed not only for the clarity of this property, but also for the subsequent property owners who have been identified as being negatively impacted directly from the future extension of Cedar Brook Way. Additionally, illegal actions should not be rewarded with permits-- even if he was a firm supporter of the former mayor.

I find this distasteful that the staff would pit neighbors against neighbors in this district because of deliberate, discretionary interpretations of the codes and systems plans. Staff behavior on the varying levels of "enforcement" has sunk to an even lower point than I thought could happen. Any logical view of their enforcement activities with Doyel juxtapositioned with their treatment me speaks for itself. The intent in part by the staff is to now let Mr. Doyel proceed while at the same time tying up the other properties in the Cedar Brook Road extension "district." This is more of their pattern to harm our property and keep the district from development in order to favor the city's urban renewal district and to hurt our family. Mismanagement of such funds is bad enough, but the staff has coupled that with naked aggression toward specific properties and people.

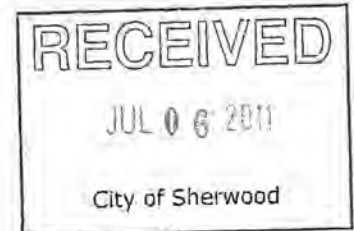
There is no rule when there is selective enforcement and varying interpretations of process and codes. This application is proof that we have lost our rule of law in this town.

Thank you for your time.



Susan Claus

Susan Claus
22211 SW Pacific Highway
Sherwood, Oregon 97140
503-625-5265



July 7, 2011

Judge Jack Morris
City of Sherwood
22560 Pine Street
Sherwood, Oregon 97140
503-625-4225

RE: Citation #70030

Less than two months ago, my family received the shocking news that I have invasive breast cancer. This is less than a year before when the doctor's exam found no cancer. We have three children at home.

We hired a local attorney to handle the attached complaint, Citation #70030. We asked him to notify the court that we would need a continuance. We are a small family business. I handle a lot of our administrative functions. With the cancer, surgery, treatments and recovery, I am unable to adequately prepare for the hearing. We asked the attorney to notify the court, but he apparently never told the court what the problem was. One surgery was completed on June 28th, and it looks like another one is needed. We will not know that for a few more days. After that recovery period, the doctor will be scheduling daily radiation for approximately 6-8 weeks.

We are in process now of trying to obtain different legal counsel but that is secondary around the medical problems. In addition to this we believe this threatened zoning violation is threatening the uses of our property and can, if not handled properly in this hearing, lead to irreparable damage and permanent diminution of value. We also need to obtain the city of Sherwood records that have been generated on this citation. We are not in control of their records.

I am also attaching a letter from one of my doctors. We would like to request a minimum of a two and a half month extension on the court date so that my medical treatments can be completed and we can prepare for the hearing.

Sincerely,

A handwritten signature in cursive script that reads "Susan Claus".

Susan Claus

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THE OREGON CLINIC P.C.

Surgeons

Kim R. Swartz, MD, FACS
David W. Cook, MD, FACS
Ronald F. Wolf, MD, FACS
Laurel C. Soot, MD, FACS
Jason C. Gilster, MD, FACS

St. Vincent

9155 SW Barnes Rd., Suite 740
Portland, OR 97225
503.297.1351
Fax 503.297.2851

Meridian Park

19250 SW 65th Ave., Suite 240
Tualatin, OR 97062
503.691.9895
Fax 503.692.6932

Business Office

975 SE Sandy Blvd., Suite 201
Portland, OR 97214
503.963.2801
Fax 503.963.2825

www.oregonclinic.com

July 5, 2011

To whom it may concern:

Susan Claus has been under my medical care. She had surgery on 6/28/11 and is recovering at this time. She will be having daily treatments for approximately 6-8 weeks and it would be beneficial to her that the upcoming court date be postponed.

Sincerely,



Laurel C. Soot, MD/ch

TO: Judge Jack Morris
City Of Sherwood Municipal Judge
FAX 541-386-2412

FR: Susan Claus
resident of Sherwood
22211 SW Pacific Hwy
Sherwood, OR 97140
Fax 503-625-6051



RE: Citation #70030
Request for extension for medical reasons

DT: 11 July 2011

=====

Dear Judge Morris-

I am faxing this request that was hand delivered to the city on July 6, 2011. Since writing that letter, we have found out that I will have another operation. Before that operation I have to have some tests done to prepare for the operation. Those tests are scheduled for July 18th. The surgery will be after that when they have reviewed the results and can schedule for the surgery. I don't know the timing yet for that. After the recovery from the second surgery, I will have radiation treatments. This second surgery timing has added at least three to five weeks to our initial estimate.



Beery Elsner
& Hammond LLP

July 11, 2011

SENT VIA ELECTRONIC AND FIRST CLASS MAIL

Lisa Layne
Municipal Court Administrator
Sherwood Municipal Court
22560 SW Pine St.
Sherwood OR 97140

Re: City of Sherwood v. Susan Claus
Citation #70030

Dear Lisa:

We have received Ms. Claus' letter dated July 7, 2011. As we discussed, the City of Sherwood agrees to a thirty (30) day set over of the trial date to August 18, 2011.

Sincerely,

Christopher D. Crean

CDC/yh

cc: ✓ Susan Claus
Jim Patterson, City Manager, City of Sherwood, via email

TO: Judge Jack Morris
City Of Sherwood Municipal Judge
FAX 541-386-2412

FR: Susan Claus
resident of Sherwood
22211 SW Pacific Hwy
Sherwood, OR 97140
Fax 503-625-6051

RE: Citation #70030
Request for extension for medical reasons

DT: 13 July 2011

=====

5 pages plus cover sheet

Subj: **Re: Citation #70030**
Date: 7/14/2011 4:34:42 A.M. Pacific Daylight Time
From: ClausSL@aol.com
To: laynel@ci.sherwood.or.us
CC: citycouncil@sherwoodoregon.gov

TO: Lisa Layne
Sherwood Municipal Court Administrator
City of Sherwood, Oregon 97140
LayneL@Sherwoodoregon.gov

FROM: Susan Claus
22211 SW Pacific Hwy
Sherwood, OR 97140
Fax 503-625-6051

RE: Citation #70030
Follow up to request for extension for medical reasons

DT: 13 July 2011

=====

Dear Lisa:

I picked up your voice message yesterday. As you saw from the letter our daughter delivered to the city on July 6th, I have breast cancer. I am in the midst of the cancer treatment which includes surgeries, tests, recuperation, and radiation. Additionally I have had some complications during the treatment.

As a long time resident of this town, I have seen how great our town's residents and representatives are and how we treat each other. Unfortunately, you, me, and many others have also seen the dark side of this town's politics. I have to say though that I am surprised and dismayed at the current level of viciousness.

I do not know how far the orders from the city manager/mayor/contract attorneys have traveled through the staff, but it appears they have reached your door. I am attaching the "gag order" letter from the BEH attorneys hired by Jim Patterson and Keith Mays. It is written to my husband *after* they knew I had cancer and apparently bans him from calling any city staff. Apparently that applies to you too even though we have an "on-going matter" with the Municipal Court and you are the Municipal Court Administrator. Jim has left you several messages, trying to find out about this alleged zoning citation against me and trying to find out how to get a continuance because of my medical situations. You never returned any call from him or communicated via email. I am truly shocked by that, especially because we have known you for a long time. I never expected silence. You are the court administrator, Lisa and I am being charged with a citation that was generated from another city employee and vetted through staff. Where you instructed to erase Jim's voice mails to you and not to respond to his requests to find out the status of the hearing that was slated for this week?

It is difficult not to believe that this "citation" is a response ginned up because of the Cannery LUBA case and personal animosities. No one is supposed to challenge anything in town or they will have consequences. It is well known that Keith Mays does not like me or my husband. It is also well known that I supported the relatively unknown candidate who ran against and almost beat Keith in the last election. It is also well known that I have asked for BEH's removal as contract "city" attorneys for our town for various reasons.

My surgery was June 28th. Jim found out the day before that surgery that the attorney had not informed the court of my condition and asked for a continuance. That was his first call to you. Since then he has called several other times and left messages about my health condition and trying to get guidance as to the city's requirements to ask for a continuance. How is this citation not an "on-going matter" with the City and why did it take an extraordinary step of Jim having to call Judge Morris to find out the status of the continuance? Not only am I baffled, I am deeply troubled by the city's behavior. I am in no condition right now to defend this so-called zoning violation.

Our daughter hand delivered my request letter specifically addressed to Judge Morris last week. When I called Monday and talked to your assistant Deborah, she didn't know anything about the letter. She said she would ask you about it. In your voice mail you stated that my letter to Judge Morris remained at the front desk until you asked about it, apparently because someone other than the regular receptionist, received it. Is this also part of staff carrying out the "gag order?"

Jim had also contacted Jim Patterson as well as Jim's Patterson's assistant to try to find out how to proceed given my cancer. Patterson never returned his calls. His assistant listened when my husband explained my condition. She said that she would pass on his concerns and couldn't see why the city wouldn't be able to accommodate a medical condition. Given Patterson's wife's high profile mammogram from last year and the intensity with which he advertised her dilemma, it would seem that he of all people would understand the chaos and uncertainty that a cancer diagnosis introduces into a family situation. Everyone knows we still have three kids at home. Unfortunately, from my view, Patterson is uncaring, heartless and I believe now trying to and accomplishing adding pressure and stress to my situation.

I also wanted to clarify about the timing for the continuance. In your message you said you have tentatively rescheduled the hearing to August 18th. I don't know if you read the information, but August 18th will still be during my treatments. I have had some complications since the first surgery, including as late as Monday needing to go back to the surgeon to have some fluid build up aspirated. I have another appointment with the surgeon on Friday. My next MRI is scheduled for the following Monday. After those results are reviewed, a surgery plan will be made and the second surgery scheduled-- hopefully within the following few weeks. Then after the second surgery there will be recuperation time needed before the daily radiation treatments can begin. Those are supposed to last five to six weeks. I don't know how much recuperation time from the radiation will be needed. I don't see the oncologist for a couple more weeks. Looking at the calendar, it looks like the treatments won't be finished until the mid part of September. That's if everything stays roughly on this latest outline of a schedule.

We believe the citation is void if not illegal; however, the city staff has forced us to fight their

citation. I need time to get records together and to find out exactly what the staff is alleging as well as whatever records the staff is using to "make their case." The staff knows that Jim travels extensively and does not handle the administrative / paperwork / record matters; I do. Jim will go to City Council to see if there is anything else you need to extend this. I will attempt to attend-- I am not so sure I can. This letter itself has exhausted me-- here I am up in the middle of the night, upset-- I can't sleep because of this. If we cannot get some relief of an adequate continuance, the hearing cannot have any resemblance of being fair. I refuse to believe our town's administration and contract attorneys have sunk this low, but we all will soon know.

Sincerely,

Susan

cc: City Council members

Attachment: June 30, 2011 letter from Berry Elsner and Hammond



Beery Elsner
& Hammond LLP

June 30, 2011

SENT VIA U.S. MAIL

Robert James Claus
22211 S.W. Pacific Highway
Sherwood Oregon 97140

Re: Communication with City of Sherwood

Dear Mr. Claus:

This firm represents the City of Sherwood. It has been brought to my attention that you have left repeated voicemails on the telephones of the City Manager and members of the City Council that are fairly characterized as vituperative personal attacks having nothing to do with city business. Due to the number and tone of such calls, in addition to the fact they do not relate to city business, they have become disruptive to the orderly conduct of legitimate city business.

Accordingly, and except as provided below, you are directed not to contact the Mayor, the members of the City Council, the City Manager or other city staff in person or by telephone at any time. The Mayor, City Council, City Manager and City staff have been directed to delete any voicemail left after hours. Any communication from you to the Mayor, City Council City Manager or City staff must be in writing.

Because you have an on-going matter with the Community Development Department, you may contact the Community Development Director (Tom Pessemier) in person or by telephone. In addition, in the event of an actual emergency, you may also contact City of Sherwood emergency services personnel. Finally, you may participate in any public meeting of the City of Sherwood in the same manner as any other member of the public.

Failure to comply with this letter may result in the City taking appropriate legal action.

June 30, 2011
Page 2

It is unfortunate the City is compelled to take this step. However, the Mayor, City Council and City staff are dedicated to serving the residents of the City of Sherwood and your personal and vitriolic attacks will not be allowed to disrupt the efficient delivery of city services.

Sincerely,



Christopher Crean

CDC/kkb

cc: Mayor Keith Mays
City Council
Jim Patterson, City Manager
Tom Pessemier, Community Development Director



City of
Sherwood
Oregon

Home of the Tualatin River National Wildlife Refuge

TO: Susan Claus FAX 503 625 6051
FROM: Jack Morris, Municipal Ct RE: City v Claus
DATE: 7/18/11 Judge

Number of pages including cover: 3

FURTHER INSTRUCTIONS FOR HANDLING:

THIS MESSAGE IS INTENDED ONLY FOR THE USE OF THE INDIVIDUAL OR ENTITY TO WHICH IT IS ADDRESSED, AND MAY CONTAIN INFORMATION THAT IS PRIVILEGED, CONFIDENTIAL, AND EXEMPT FROM DISCLOSURE UNDER APPLICABLE LAW. IF THE READER OF THIS MESSAGE IS NOT THE INTENDED RECIPIENT, OR THE EMPLOYEE OR AGENT RESPONSIBLE FOR DELIVERING THE MESSAGE TO THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY DISSEMINATION, DISTRIBUTION, OR COPYING OF THE COMMUNICATION IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE NOTIFY US IMMEDIATELY BY TELEPHONE, AND RETURN THE ORIGINAL MESSAGE TO US AT THE ABOVE ADDRESS VIA THE U.S. POSTAL SERVICE. THANK YOU.



Susan Claus
22211 SW Pacific Hwy
Sherwood, OR 97140
Fax 503-625-6051

July 18, 2011

Re: City v. Claus

Dear Ms. Claus,

Early in the week of July 10th I received a communication from you requesting that your trial date of July 14th be postponed due to your surgery of June 28th and subsequent medical issues. Based upon the information that I had at that time, and after getting the city attorney's position, I granted that request and your trial was tentatively rescheduled for August 18th. Given the information I had before me at that point it was my belief that the August 18th trial setting would give you sufficient time to hopefully recuperate from the medical issues that you were having.

Shortly thereafter I received a lengthy fax from you dated July 13th which touched upon a number of topics tangentially related to your citation. You also included a letter dated June 30, 2001 from the law firm of Beery, Elsner & Hammond. Among other things your letter included additional information regarding your medical situation and it in essence stated that the August 18th date would not give you sufficient time to recover from anticipated medical procedures.


It appears from your letter and the city's attorney's that there is a fair amount of history related to this citation, which I was unaware of prior to receiving the letter. It also appears that you are undergoing some serious health-related issues which warrant consideration on my part without being distracted and confused with the many other things that you mentioned in your letter.



Claus, page 2

So that I may fairly consider your request for additional time, please file a motion with the court asking for a setover from the tentative August 18th date and please provide the most up to date and accurate information that you can concerning your medical condition and how it affects your ability to deal with this matter. Please do not include any of the extraneous information regarding your history with the city, your dealings with other persons or anything else not germane to the issue at hand. Please serve a copy upon the city attorney's office and after considering their response to your request for additional time I will make a decision.

Sincerely yours,



Jack L. Morris
Sherwood Municipal Court Judge

cc: Lisa Layne, Sherwood Municipal Court Administrator, Fax 503-625-0629
cc: Christopher Crean, Atty at Law, 1750 SW Harbor Way, Suite 380, Portland, OR 97201
Fax 503-226-2348

TO: Judge Jack Morris
City Of Sherwood Municipal Judge
FAX 541-386-2412

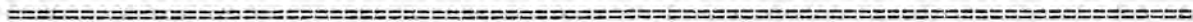
Sent 4:45 AM 7/29/2011

CC: Lisa Layne
Municipal Court Administrator
Sherwood Municipal Court
22560 SW Pine Street
Sherwood, OR 97140
503-625-0629 (fax)

FR: Susan Claus
resident of Sherwood
22211 SW Pacific Hwy
Sherwood, OR 97140
Fax 503-625-6051

RE: Citation #70030
City of Sherwood

DT: 28 July 2011



The Honorable Jack Morris
City of Sherwood Municipal Judge
Sherwood, Oregon 97140

July 28, 2011

Dear Judge Morris:

Thank you for your reply. I found it on Tuesday when I stopped in the office. I am still deeply troubled at the city's behavior in this matter. As a contract employee with the city and working in the city's court, it does not appear that you can be independent. That's not an indictment. Logistically, if you don't decide cases roughly in their direction, they will get rid of you. It is their court. It is not surprising to me that Crean told you nothing of the history. His firm recommended and vetted you to be the judge in Sherwood. You also don't know that it has just been in the last year that the city staff was able to push through changes to the local code that allows them to generate citations without being driven by complaints. You also don't know that Paul Elsner has said that the city will enforce the code as it sees fit. I believe the city would never have generated their citation if they didn't "know" they would win.

Sherwood is in the midst of one of its darkest periods politically. Much of the senior staff have been promoted beyond their job qualifications or specifications. As just a few examples, our Chief Financial Officer position was supposed to be a CPA with an accounting degree and years of experience in municipal accounting. With an employer's market, our city manager looked for over a year for "the right fit" and hired a person with a history degree and no CPA. Our second in command on the books has a high school degree with a few classes in accounting. The head of our Public Works Department is a good man, but he only has a high school degree. The city manager has a communications degree and no municipal government experience outside "on the job training" in Sherwood. He was promoted to city manager a couple years ago without any open competition. In my opinion, based on many experiences watching, observing, and being an active citizen voice of our town, the politics are overwhelming much of our city's affairs. It now appears to have reached the local court.

Here I am in the city's court, against city staff who in my opinion are retaliating with malice against me because I dared to speak up against many of their antics. They have no "reverse." Not even breast cancer gives them pause as they try to go in for a political kill. I am just sorry you are a player in this drama they are creating because I do not believe you would be a part of it if you knew "the history" and their determination. They have beaten down most everyone else in town. Very few people show up at public hearings. One of our recent City Councilors told me that he didn't think it was a good idea to be seen in public talking with my husband and me because the city manager had approached him after an earlier chance meeting with us on the street and said to him "Why were you talking to the Clauses?" The councilor was rattled not only by the question, but also as to why the city manager would try to demand an answer from him. Chris Crean himself followed my husband to Metro recently and tried to convince Metro that my husband has "no credibility whatsoever" in any matters. Bizarre, but not unusual in a politically charged administration. To borrow a phrase "what goes on in Sherwood" is apparently suppose to "stay in Sherwood."

For many years, my husband and I have lived in Sherwood and been active donors to the town. It was my husband that had the idea and the energy to get the Tualatin River National Wildlife Refuge started

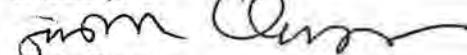
in town-- after winning a protracted environmental battle with the U.S. Bureau of Reclamation over destruction of wildlife in the Central Valley of California at the Kesterson National Wildlife Refuge. (see attached Reader's Digest article and San Francisco Chronicle Image magazine article). We donated the Robin Hood Theater for the town's arts community. We donated some acreage to the city's main park. We have made other various donations throughout the community and are now in the midst of donating another 8+ acres of high density zoned property to the town's open space and trail system. Our commitment to our community has been voluntary and part of our personal ethos. When we believe our community is in danger we also speak up. This so-called citation is in my opinion a retaliatory response to our active community voices asking basic questions about issues such as the viability of city projects, the taking of funds from the school children for urban renewal projects, staff administration, and our town's budget.

I am now realizing that the mayor and the staff are still attacking our property and its uses and trying to devalue the property and hurt us economically. It's not enough that they mandated a frontage road through the middle of our property a few years ago. I don't know where this latest attack will go. I do know that Crean will try to structure "the record" to benefit the city and protect their actions. In my opinion they operate more like a twisted "band of brothers" marauding around unchecked. I also realize that this won't be their last assault. They will circle around, try to set traps, and attack us and our property again. They believe our property competes with their urban renewal properties. They have already stopped redevelopment of our property with a major shopping center developer and a motel operator.

This citation charge is not a simple and straightforward. The city is trying to carve out a sure win for themselves in a forum that they control. They will then tout that "win" as they try to further cripple us. I was heartened though to read that you fight "for the rights of the accused and advocate for fairness in the system." Maybe our system isn't totally broken.

I cannot handle their antics while I am addressing my breast cancer treatments. They still think they are playing a game. This pressure and stress is exactly opposite of what my doctors are counseling for my recovery-- to say nothing of how it is impacting our kids. We are in the midst of finding legal counsel-- another tactic by the staff designed to cost our family money. When we have our counsel we will have them file a motion about the court date. In the meantime, I am attaching a letter from my primary care provider that addresses my known medical issues at this time. I have also included a letter from my surgeon. This afternoon was my first meeting with my oncologist. I only found out **today** that they will be doing additional testing over the next three weeks, which if the results warrant may require chemotherapy. If I need the chemotherapy treatments, those would be inserted between the second surgery before the radiation treatments. **Chemotherapy would add another three or four months to the current estimated treatment schedule.** I am exhausted and am going to try to get some sleep.

Sincerely,



Susan Claus

22211 SW Pacific Highway
Sherwood, Oregon 97140
Fax 503-625-6051



Though the government called it harmless, Jim Claus knew the toxic waste water was causing an ecological disaster. His lonely battle against the bureaucrats dramatizes a national dilemma

The Case of the Poisoned Wildlife Refuge

BY RANDY FITZGERALD

ONE MORNING in late 1981, 15 cattle belonging to Jim and Karen Claus drank from an irrigated pasture on their ranch in California's San Joaquin Valley. And one by one, the cows lay down and died. A foul odor began to permeate the ranch. To Jim, it seemed to originate in the Kesterson National Wildlife Refuge next door. As months passed, fish disappeared from streams, frogs from irrigation ditches, rabbits from fields. Birds fell dead. The environment was degenerating before their eyes.

For Jim and Karen Claus and

ILLUSTRATION: JAMES E. DYERMAN

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their three children, their 1400-acre ranch and duck-hunting club represented their savings and a lifelong dream. Both held Ph.D.s—Jim in land-use economics, Karen in psychology—and they had been trained to ask questions. But when they tried to raise an alarm, people ignored them. No one wanted to believe that the marshy 5900-acre refuge for migratory birds could be dying.

Investigating further, Jim began to suspect something was wrong with the irrigation water, the valley's lifeblood. He decided to notify officials at the U.S. Fish and Wildlife Service, which ran the Kesterson refuge. Jim had been introduced to FWS in 1979 when he entered into an easement agreement with them. In return for a pledge to keep their property as it was—native pasture and a duck habitat—landowners were promised the government would protect the area, called "Grasslands," as permanent wetlands.

In late 1981, Jim flew to Portland, Ore., to warn FWS regional officials: "Your refuge is killing the very life it is supposed to protect." He says that they tried to assure him nothing was wrong with the water and perhaps predators were depleting the wildlife. But once back home, he received the first of a series of packages, apparently mailed anonymously by sympathetic employees of the FWS and the Bureau of Reclamation.

Inside, Claus found reams of federal documents relating to Kes-

terson and the surrounding 50,000 acres of the mostly private Grasslands. He was shocked. Kesterson was being transformed into a toxic waste dump. "I can't believe our government is doing this to us," he raged. "This water is dangerous!"

"Then we must close Kesterson," Karen replied, "no matter what it costs."

Jim first had to find the source of the pollution and who was responsible. His search would uncover a problem with national implications.

Corporate Muscle. Jim found that water flowed into Kesterson along an 83-mile-long drain from the Westlands Water District, a group of several hundred farming operations southwest of Fresno. An impermeable clay layer underlies much of Westlands' 603,000 acres, creating serious drainage problems. High salinity levels tended to combine here in the irrigation water with naturally occurring trace elements such as selenium—toxic at high levels—in Westlands' soil. This water had to be removed after use or it would poison crops. So farmers hooked up subsurface tile drains to pipe used irrigation water away, via the Bureau of Reclamation's master drain, to Kesterson.

Kesterson, with its 12 evaporation ponds, was originally planned as part of a drainage system through which the agricultural waste water would flow, eventually to reach the San Francisco Bay delta. But in 1975 a shortage of funds and environmental concerns over high salinity

and pesticides in the water prevented the system's completion, and the drain stopped at Kesterson.

Tile-drain water had begun flowing into Kesterson in 1978, and by 1981, the year that Jim noticed animal deaths and deformities, the waste water was all from tile drains. Sources say that for several years Reclamation continued to deny there was a problem.

Claus also began to understand the political muscle he was up against. These were not ordinary farmers. Westlands' membership was dominated by large corporations, which, with other landowners, exercised considerable influence over the Bureau of Reclamation. Westlands was America's biggest irrigation district and the largest re-

ipient of federally subsidized water in the reclamation program.

To favor family farms, the law had limited those that could receive subsidized water to 160 acres. (It has since been raised to 960 acres.) This acreage limitation was circumvented by elaborate leasing arrangements. Further, as a Natural Resources Defense Council report notes, over half of Westlands acreage was permitted to be devoted to growing surplus government crops, especially cotton. Thus Westlands

received subsidies for both its water and its crops.

Unanswered Complaints. Because Westlands is semi-arid, its soil can only be made highly profitable with enormous floods of cheap irrigation water. A 40-year contract, which went into effect in 1968 between Westlands and Reclamation, made



Jim Claus kneels on the ravaged soil of Kesterson

this possible: it called for water deliveries from federal dams at \$7.50 an acre foot. (A study by the Natural Resources Defense Council shows the true delivery cost is \$97 an acre foot, with American taxpayers making up the difference.) And Reclamation charged Westlands only 50 cents an acre foot to divert the waste water away.

For months, Claus tried to warn his Grasslands neighbors about the danger in re-using Westlands' waste water, but to no avail. The

PHOTO: WAZZEL MOYSE

cattlemen feared that if word got out their water was toxic, their herds would become worthless and property values would plummet.

As Claus persisted in his campaign, his family was harassed. Vandals ransacked their home, and an anonymous caller threatened to harm his family. But before long, other landowners adjoining Kesterson began experiencing problems. On Frank and Janette Freitas's 5500-acre ranch, sheep and cattle started dying, and gardens refused to grow as Kesterson water began seeping into their properties.

Jim still clung to his faith that, given the facts, officials would take corrective action. On March 14, 1984, he and Karen met with a ranking Reclamation official in Sacramento. They expressed their belief that toxic seepage from Kesterson was destroying their land. The meeting produced no results but the couple determined to continue to fight.

They filed a formal complaint with the California Regional Water Quality Control Board, Central Valley Region, requesting immediate enforcement of the water-quality law. Months of research went into Jim's presentation. But the board denied his request.

Genetic Nightmare. Jim returned home defeated. Then another package arrived. "Karen, we've got them!" he exclaimed.

New memos laid out the full story. Reclamation *knew* about scientific studies showing that seleni-

um levels at Kesterson were high enough to kill the fish population. In June 1983, environmental specialist Felix Smith of the FWS and two other scientists had been sent there to check on how agricultural waste water was working. Apparently, Reclamation and the FWS had been using western wildlife refuges as waste-water dumps for several decades—without rigorous studies to determine possible toxic effects. Now the scientists found deformed chicks without eyes or legs. The marsh had degenerated into a genetic nightmare. Although Reclamation claims it acted as quickly as it could, critics charge that these findings were not acted on for quite some time.

Jim and Karen Claus now appealed the regional board's decision to the state board. With new testimony from government officials and others belatedly rallying to the Clauses' side, a case emerged that the board could not ignore. On February 5, 1985, the board concluded that drainage of waste water into Kesterson Reservoir posed a hazard to the environment, that the site must be cleaned up and that state water discharge standards should be enforced.

On March 15, 1985, Interior Secretary Donald Hodel ordered Kesterson closed. But Westlands launched a fierce lobbying counter-attack and two weeks later Secretary Hodel backed off, announcing a phased shutdown, which would allow Westlands use of Kesterson

as a water dump until July 1986, when it would be closed.

Jim Claus had sued the United States in U.S. District Court for damages relating to Kesterson seepage. The Justice Department asked the court to dismiss the suit, calling it "a patently unmerited effort to open the federal treasury to their gain." The suit did not proceed. Claus then sued the government in U.S. Claims Court. Supporting his case were the findings of Herbert Skibitzke, former senior research hydrologist for the U.S. Geological Survey: The land surrounding Kesterson "will not be redeemable in a reasonable time or at a manageable cost. The water pouring onto the land is inconceivably bad, and the damage is essentially permanent."


Ecological Disaster. When Claus requested government documents bearing on his case, he was told he must pay over \$170,000 for search and photocopy costs. "The government's intent is to bankrupt the Claus family or force them to withdraw the lawsuit," contends Bruce Nahin, a Los Angeles attorney representing them. The squabbling over blame continues, while the Clauses, Freitases and another family involved have been reduced to financial ruin, pain and despair.

Observers believe Justice and Interior are fighting so hard because they want to avoid a precedent that might encourage similar suits. Last year, a survey by the FWS found that 85 wildlife refuges were suffering from documented, suspected or

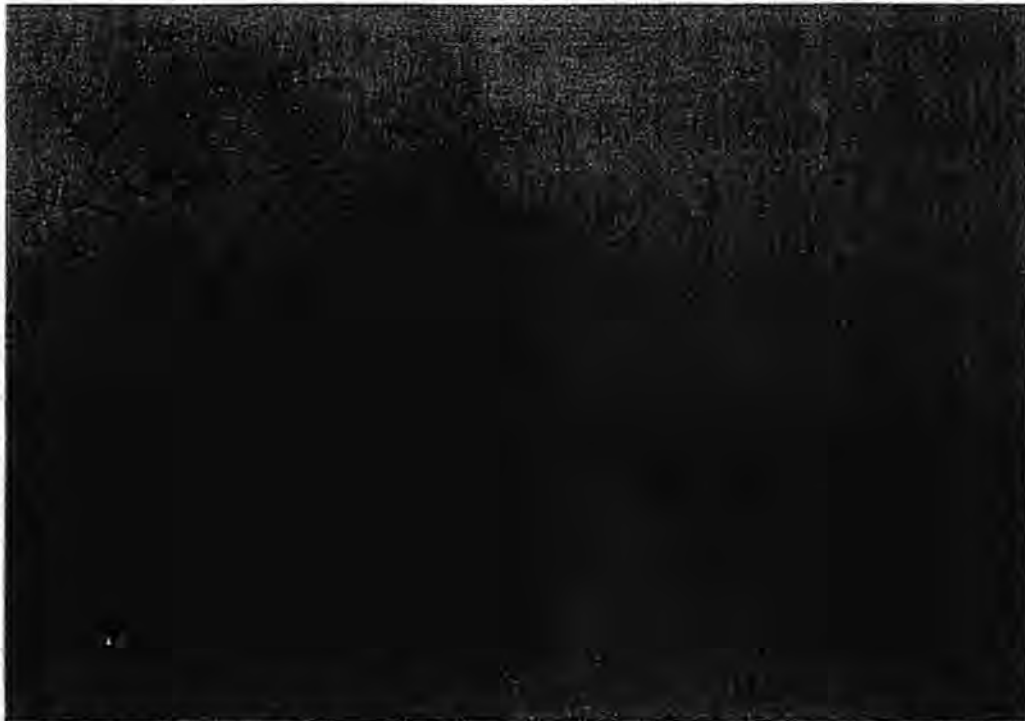
potential problems—most caused by agricultural irrigation wastes that Interior has allowed to be dumped in them for years. The Stillwater National Wildlife Refuge in Nevada, for instance, has selenium levels comparable to Kesterson's. Early this year millions of fish and scores of birds were found dead there.

In 1985 Jim Claus and his family moved to Portland, Ore., where they are now struggling to establish new careers. He takes small consolation from events that have transpired since he first spoke out. Although Kesterson was closed to drainage dumping after June 30, 1986, Westlands still receives taxpayer-subsidized federal irrigation water for its toxin-producing soils.

Donald Anthrop, environmental professor at San Jose University, calls the episode "an ecological disaster brought about by subsidized irrigation of marginal land that should never have been irrigated in the first place." And the Natural Resources Defense Council asks, "Does the profit of a relatively small number of farmers justify water subsidies that may create an insoluble threat to the environment?"

The Interior Department should settle damage claims with landowners around Kesterson. More important, the FWS and Bureau of Reclamation should put an end to the ecological disaster at all wildlife refuges in the West. We must not let our nation's wildlife refuges become toxic dumps. 

Down the drain



He's been reviled as a crank and a crackpot, but Jim Claus took on the government and agribusiness over one of the worst toxic dumps in the West — and won.



all Jim Claus the swamp fox.

The man who took on everyone from the Secretary of the Interior to California's most powerful farmers to force them to admit that the way we irrigate farms is poisoning the West has suffered the fate of most whistle blowers. He was driven from his home, had his livelihood destroyed,

was vilified as a crank and troublemaker and rarely received credit for his single biggest victory: a 1985 state order to shut down the farm waste water evaporation ponds at the Kesterson National Wildlife Refuge, an order that forced the federal government to reexamine its irrigation practices throughout the American West.

But after spending the 1980s fighting in the courts, pleading his case before local, regional and state water boards and lobbying the media and agri-

inate not only western valley farmland but the drinking supplies sent over the Tehachapi Mountains to Southern California," Claus wrote in his latest federal lawsuit.

The problem at Kesterson was selenium, a normally harmless trace element that is toxic in concentrated doses and causes a variety of ailments, including birth defects and death. Selenium from the western San Joaquin Valley soil was contaminating the irrigation water, which in the late 1970s was discharged into the Kesterson Reservoir, where it quickly polluted the food chain. By 1983, the bird sanctuary 80 miles southeast of San Francisco was dying. Dead birds floated everywhere in the stinking evaporation ponds.

But if selenium was the immediate culprit at Kesterson, Claus believes the real killers were members of the so-called Hydraulic Brotherhood, a powerful network of politicians, reclamation officials, engineers, scientists and rich farmers who be-

cultural scientists, Claus is making it clear to all but the most obstinate that wetlands for protected bird species are not good places to dump farm drainage water laden with deadly poisons.

Five years after he won his historic Kesterson cleanup order, Claus is back in federal court to force a solution to the drainage crisis in the western San Joaquin Valley. He wants to make sure that the type of toxic farm drainage water that ravaged Kesterson doesn't destroy other rivers and wetlands that have become disposal areas for irrigation projects all over the West. "Much of the agricultural effluent in the San Joaquin River is being sucked up at the federal pumps in Tracy and sent back down the Delta-Mendota Canal and the state Aqueduct to contaminate not only western valley farmland but the drinking supplies sent over the Tehachapi Mountains to Southern California," Claus wrote in his latest federal lawsuit.

By Lloyd Carter

Photographs by Elizabeth Mangelsdorf



The Kesterson Reservoir, 80 miles southeast of San Francisco (see map, opposite), is a refuge for migrating geese, ducks and other water fowl. Inset, right, the now unused San Luis Drain, was "temporarily" dumping farm drainage at Kesterson while the government studied its controversial plan to eventually flush the water into the sea via the San Francisco Bay. But in 1983, dead birds and deformed embryos started turning up at Kesterson in large numbers. The culprit was selenium, a trace element in the soil, toxic in concentrated doses, that had dissolved in the irrigation water. Opposite top (l. to r.) embryo with curled lower beak and missing eyes, wings and legs; embryo with missing eyes, curled lower beak, only one toe on each foot, upper legs shortened and twisted; embryo with missing eyes, legs and lower beak, elongated upper beak, eroded nostrils, only one small wing; and normal embryo. From the lab of Dr. Henry M. Ohlendorf of the U.S. Fish and Wildlife Service.



lieved without question that California's rivers should be rerouted to develop the western valley desert. It seemed like a good idea 30 years ago, and a lot of those factory farmers in the western valley will argue fiercely that it's still a good idea.

The problem in the western valley is that all the irrigation over the last half century has waterlogged the land, and unless it is periodically drained to lower the groundwater table, salts and toxins just below the root zone kill the crops. And there are a lot of toxins in western valley soils just as nasty as selenium, things like arsenic and boron, heavy metals, uranium, cadmium, mercury, chromium and sodium sulfate. Because of the drainage problem, plans were made in the 1960s to build a massive canal — the San Luis Drain — to carry the waste water to the Sacramento-San Joaquin Delta, where it could be "safely" flushed through the San Francisco Bay to the Pacific Ocean, the ultimate salt sink.

But, unsurprisingly, Delta and Bay Area residents were suspicious of the scheme and demanded scientific studies to prove that it was safe. So in the 1970s, with studies underway, the Hydraulic Brotherhood decided to use Kesterson as a "temporary" dumping ground for drainage from the Westlands, the nation's biggest federal irrigation district — legendary for its political muscle. That's when Jim Claus came onto the scene and muddied the waters.

A successful Bay Area real estate investor with a Stanford Ph.D. in urban geography, Claus started going duck hunting in the Merced County wetlands around Kesterson in the early 1970s and fell in love with the area. By the late 1970s he'd bought several combination cattle ranch/duck clubs there, including 950 acres right next to Kesterson.

Claus did not notice anything unusual until 1981, when his forage grasses wouldn't grow and his cattle started losing weight, getting sick and dying. The Freitases next door were having similar problems; their cattle were dropping dead every time they drank the foul smelling water that was starting to bubble up on their property. Local hunters reported nabbing ducks that were sickly and underweight, some with damaged feather patterns. Another neighbor, Frank Schwab, found a goose with a

stunted leg. Claus began speaking out and things got weird. "We had death threats, we couldn't eat in restaurants, we weren't welcome in town anymore. When we were at the hearings we had to keep moving our vehicle," Claus said. "We were attacked in every possible way you can imagine, including having our house burglarized. We had people trespass on our property, destroy items, give us (threatening) messages, call us on the phone, threaten to maim and kill our children and kidnap our youngest child."

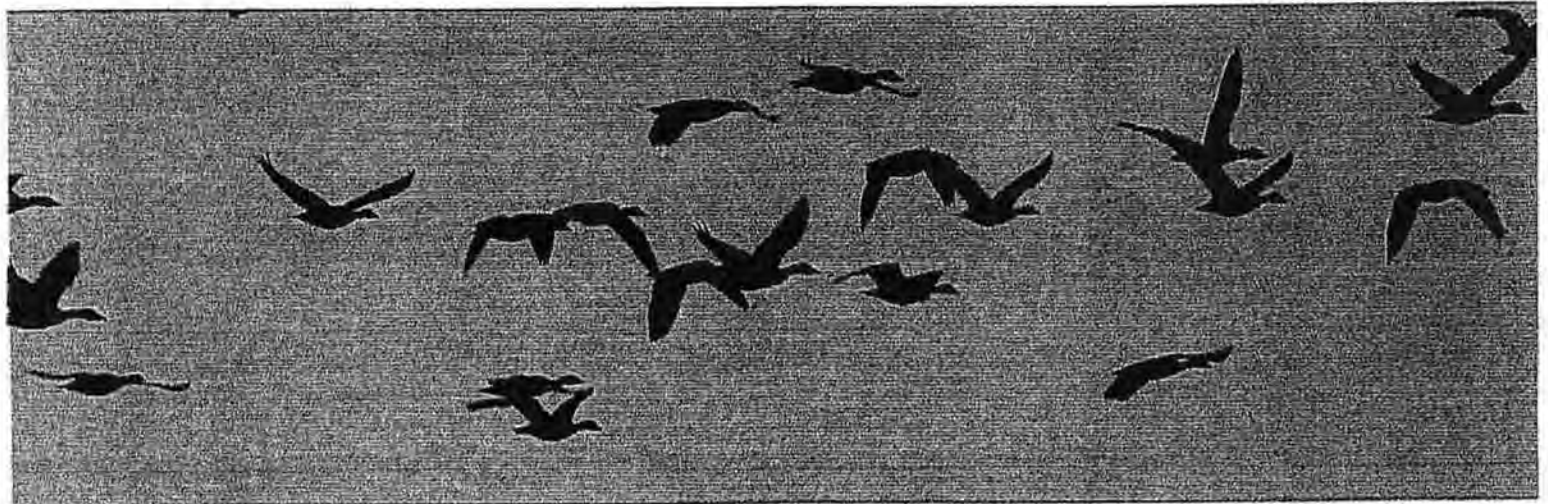
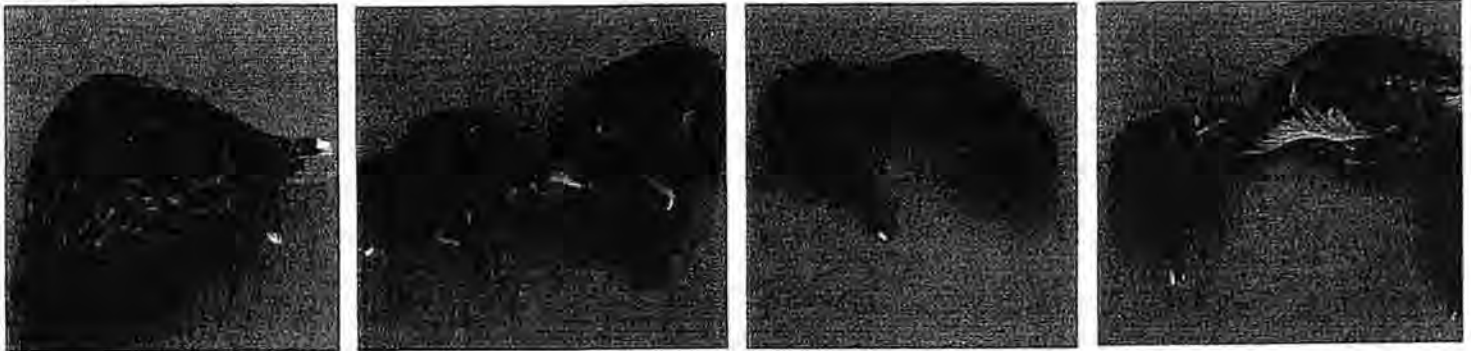


The pressure from the federal government was more subtle. The Bureau of Reclamation, which operated the Kesterson evaporation ponds, said there was no leakage from Kesterson to adjacent ranches. The water was fine, they insisted, cleaner than local groundwater.

Scientists later found that selenium in the drain water had quickly infected Kesterson plant life, then become more concentrated as it moved up the food chain to the migratory ducks, which started showing bizarre embryo abnormalities like missing eyes, wings and feet and corkscrewed beaks. But the bird deformities did not become public knowledge until the fall of 1983, five months after they were discovered.

By 1984, Kesterson was at full virulence. Birds were dying by the thousands. As many as 2,600 were picked up in a single day, 15,000 in a month. Bureau officials called it avian cholera, but 12 of the 14 birds that were actually tested had died of selenium toxicosis.

In late April of that year, Claus and his wife, Karen, appeared before the Central Valley Regional Water Quality Control Board to demand that Kesterson be cleaned up or closed. The regional



board, dominated by farming interests, refused to acknowledge that there was even a problem. So the Clauses appealed to the State Water Resources Control Board with a massive stack of paperwork they had accumulated to document their claims, including proof that scientific warnings had been issued all through the 1960s and 1970s about the dangers of the kind of drainage water being dumped at Kesterson.

As early as 1949, David Love of the U.S. Geological Survey had proposed a thorough study of selenium in the West, warning that it could save the country tens of millions of dollars and much future grief by keeping bad land out of production. Love says politics killed his proposal. Agriculture Department officials admitted in 1961 that they feared a selenium survey could hurt property values all over the West.

Reclamation officials and agriculture interests, who wanted to continue dumping drainage at Kesterson, rushed busloads of farmers to the December water board hearing — but to no avail. On Feb. 5, 1985, Jim and Karen Claus won the order to clean up the reservoir.

Six weeks later, just a few days after Claus could be heard thundering righ-

teously about government stupidity on "60 Minutes," former Interior Secretary Donald Hodel ordered the reservoir closed. It was a stunning move. Twenty-five years after it had been authorized by Congress and narrowly approved by a majority of California voters, the still unfinished state-federal plumbing job to irrigate the western valley had dead-ended in the sulfurous Kesterson swamp. Since the closure, the Bureau of Reclamation has spent nearly \$50 million to study and undo the mess, and will spend \$3.5 million a year, every year for the foreseeable future, just to keep an eye on it.

The shutdown sent shock waves through California's \$17 billion-a-year agriculture industry that would eventually reverberate around the globe. Kestersons were springing up everywhere, including the Soviet Union, where a scheme to grow cotton in the desert killed the Aral Sea, once the world's fourth largest fresh water lake.

Jim Claus shook the temple of the Hydraulic Brotherhood to its foundations. It may never recover. Whether the Clauses will recover is another matter.

When the death threats grew serious and their Kesterson area home was bur-



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BRANNAN ST. ♀♂
at Third St.)
N FRANCISCO
15) 882-4929

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(at Powell)
N FRANCISCO
15) 986-1965

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glarized, they took their children and fled, first to Beverly Hills, then to Ventura and finally to a country home near Portland, Ore. Claus briefly considered moving to Australia but decided to stay and fight. "At that point, if I had stayed any length of time in Australia, I simply would not have come back to the United States. But I felt that I had a responsibility to stand up for what was right. I realized that I could not simply walk away from the situation," he said.

The family's bitter battle to recover damages to their ranch lasted two years and ended in July 1987 with the government agreeing to buy 90 acres. It was an expensive war, fought in a Washington, D.C., courtroom with no coverage by the TV cameras and reporters who had flocked to the earlier Kesterson hearings in Sacramento and Los Banos.

Claus served as his own attorney and was almost jailed for contempt when he accused the judge of being in cahoots with the government lawyers. At one point, the government tried to charge the Clauses \$170,000 for copying documents the Interior Department was providing free to the news media. After a sympathetic *Reader's Digest* reporter had his magazine's lawyers question the Justice Department's attorneys about their tactics, the department settled, though without admitting that the government had done anything wrong. In the end, Claus had to concede that the fight had cost him more than his ranch was worth.

Except for an occasional foray into water board hearings on the Kesterson cleanup, Claus dropped from sight for a while, keeping a low profile in Oregon. But in mid 1989 the swamp fox emerged with a new lawsuit.

This time Claus is fighting the Interior Department over its failure to protect migratory birds in the Tulare Basin, a factory farm area in the southwest corner of the San Joaquin Valley where there are more than 7,000 acres of drainage water evaporation ponds, many far deadlier than Kesterson. National wildlife refuges established there to shelter migratory ducks and geese are woefully inadequate and lack secure water supplies. One wetlands "refuge" known as Pixley has no water at all. Presumably the ducks bathe in the alkali dust.

The southern valley is the domain of some of the state's most powerful landholders, including J. G. Boswell, who owns 140,000 acres, and the Chandler family, owners of the *Los Angeles Times*. Perhaps coincidentally, *Times* coverage of the Tulare Basin dispute has been vir-

tually non-existent. Republican Congressman Charles "Chip" Pashayan, who represents the Basin, has ignored the problem. Boswell is one of his largest contributors.

U.S. District Judge Lawrence Karlton, who has had many thorny California water issues before him over the years, is faced in the Claus suit with one of the most difficult decisions of his career. Acting again as his own attorney, Claus has amassed a mountain of persuasive evidence. U.S. Fish and Wildlife officials have said publicly that there are Migratory Bird Treaty Act violations occurring in the Tulare Basin, where bird deformity rates are higher than they ever were at Kesterson. But Justice attorneys insist that the law against killing migratory birds is being enforced.

Claus says he finds himself once again defending public resources because government agencies entrusted to do so have failed so miserably. "If one has to find the individuals with the least conscience and the most fight, one must look at the lawyers. Every time a public servant lies, there is a government lawyer not far behind him telling him that he doesn't have to tell the truth. The lawyers manage to remove any personal sense of responsibility."

The dozens of professional papers and doctoral theses written about Kesterson over the last five years always credit the state water board or Donald Hodel with closing Kesterson. As if either would have taken action without the screaming and relentless Jim and Karen Claus. It's a slight that still rankles the Clauses, but there are signs that they are at last receiving recognition for their efforts. This year they spoke at the annual selenium conference at UC-Berkeley where Jim was prevented from speaking seven years ago by Interior officials who labeled him a crackpot.

Claus still owns the Kesterson Gun Club — which he renamed the Blue Goose. He says he will sell it to the government if the government wants to buy it. Claus still likes to prowl his swamp, making improvements in the marsh, watching ducks fly overhead. The duck population is at an all-time low and he doesn't hunt anymore. He talks instead of turning all 50,000 acres of privately owned duck clubs in the area into public wetlands for future generations to enjoy.

There's been enough killing, he says. ■

Lloyd Carter is a reporter for United Press International in Fresno who won the San Francisco Press Club's Best Environmental Coverage award in 1985 for his reporting on Kesterson.

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calling 1-800-2-SAL
Grand Prize valued
Sweepstakes ends 9/



Municipal Court Offices
Court Business Counter
Sherwood City Hall
22650 SW Pine Street
Sherwood, OR 97140
Phone: 503-625-4225

Susan Claus
By Fax: 503-625-6051

July 29, 2011

Dear Ms. Claus,

In response to your fax of July 28th, I am again asking you to provide copies to the city attorney's office of any pleadings or correspondence you address to me. I am asking you also once again not to include extraneous information or materials in your communications to me unless they are directly related to the citation at issue. I do not want copies of Reader's Digest articles, I do not want information about the personal lives or educational levels of city employees and I do not want anything else that is not directly related to this citation.

Based upon Dr. Soot's letter of July 28th I am inclined to direct court staff to schedule your trial for sometime around the end of October. This is based upon your doctor's statement that you will be having surgery on August 12th, that you will be starting radiation therapy 3 to 6 weeks following the surgery and that it will last for approximately 5 weeks. Because you did not copy the city attorney's office on your correspondence as I had asked I will have to wait for a response from them prior to making that decision. In the meantime if you continue to send me lengthy correspondence not related to your citation after I have specifically directed you not to do so I may take that as an indication that you do in fact have the ability to participate and will schedule the trial at an earlier date accordingly.

Should you retain counsel please direct them to send the court a notice of representation with a copy to the city attorney's office immediately.

Sincerely,

Jack L. Morris
Municipal Court Judge

cc: Lisa Layne, Sherwood Municipal Court, By Fax: 503-625-5524
cc: Chris Crean, Sherwood City Attorney, By Fax: 503-226-2348

Subj: **Re: Question**
Date: 8/11/2011 7:21:43 A.M. Pacific Daylight Time
From: ClausSL@aol.com
To: laynel@ci.sherwood.or.us

Lisa-

Are there local rules/procedures for this court that you could send over?

Subj: **RE: Additional question**
Date: 8/11/2011 3:41:10 P.M. Pacific Daylight Time
From: LayneL@SherwoodOregon.gov
To: ClausSL@aol.com

Hi Susan,

From memory I can't recall any in the past couple years. I would have to run reports to confirm that. You are welcome to submit a records request and I would be happy to take a look for you.

Have a good day.

Lisa

Lisa Layne

Municipal Court Administrator
Sherwood Municipal Court
22560 SW Pine Street
Sherwood, OR 97140
503-625-4225 (direct line)
503-625-0629 (fax)

From: ClausSL@aol.com [mailto:ClausSL@aol.com]
Sent: Thursday, August 11, 2011 7:37 AM
To: Lisa Layne
Subject: Re: Additional question

Lisa--

I also wanted to ask you, how do I find out about other zoning violation cases that have gone before the municipal court in the last two or three years? Do you have a listing of the Sherwood court cases that you could sort?

I am sorry to bother you, but there is nothing on the city's web site in the municipal court area that addresses alleged zoning violations.

Thank you

This email may contain confidential information or privileged material and is intended for use solely by the above referenced recipient. Any review, copying, printing, disclosure, distribution, or other use by any other person or entity is strictly prohibited and may be illegal. If you are not the named recipient, or believe you have received this email in error, please immediately notify the City of Sherwood at (503) 625-5522 and delete the copy you received.

1 5. Without question, my clients could be described as a “thorn in the side” to the
2 public officials running the city of Sherwood. I would include the outside attorneys hired by the
3 city of Sherwood - primarily the attorneys at Beery, Elsner and Hammond LLP - as public
4 officials who have been challenged by the Clauses. Nevertheless, although my clients may
5 challenge the authority of the city of Sherwood from time-to-time, and question the motivations
6 of the city’s public officials, at the end of the day the Clauses have always tried to abide by the
7 law, no matter how unjust the Clauses feel the law may be.

8 6. There is one person in particular whom the Clauses especially do not get along
9 with. That person is Mr. Chris Crean, an attorney at Beery, Elsner and Hammond LLP. Mr.
10 Claus is especially suspect of Mr. Crean, and has made his feelings about Mr. Crean known in a
11 number of ways including but not limited to filing a bar complaint against Mr. Crean and openly
12 challenging the integrity of Mr. Crean at city council meetings.

13 7. I happen to know that Mr. Crean has equally negative feelings about my clients.
14 What makes this especially difficult for me as both a lawyer and a person is the fact that I
15 consider myself a friend of Mr. Creans, as well as a friend and advocate of the Clauses.

16 8. However, there was one particular event that occurred last year that may have
17 crossed the line in this “war of words” between the Clauses and Mr. Crean. Last year, at the
18 annual meeting of the Real Estate and Land Use Section of the Oregon State Bar Association in
19 August of 2011, I had a chance to visit with Mr. Crean. On at least three occasions Mr. Crean
20 described Mr. Claus as being “bat shit crazy”.

21 9. Mr. Crean made these comments in my presence and in front of several
22 practitioners, some of whom are attorneys for regulatory bodies that my clients may someday
23 appear before. In particular, Mr. Crean made these comments to Mr. Dan Cooper, who is the
24 attorney for Metro. My clients are understandably concerned that Mr. Crean’s comments could
25 prejudice them in the event they ever have matters before Metro.
26

DAY LAW GROUP, P.C.
12755 SW 69TH AVE., SUITE 200
PORTLAND, OR 97223
(503) 747-2705 PHONE
(503) 747-2951 FAX

1 10. In addition, Mr. Crean made additional comments in my presence and in a
2 separate conversation to Mr. Jeff Litwak, attorney for the Columbia River Gorge Commission.
3 My clients own property either in or around the jurisdiction of the Columbia River Gorge
4 Commission. My clients are understandably concerned that Mr. Crean's comments could
5 prejudice them in the event they ever appear before the Columbia River Gorge Commission.

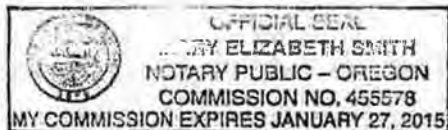
6 11. This has been something I have wrestled with for many months because of my
7 relationship with Mr. Crean, as well as my relationship with the Clauses. However, after further
8 discussing the events with my clients and colleagues, I believe that Mr. Crean's comments may
9 prejudice other practitioners against my clients. My concern is that if Mr. Crean was willing and
10 able to be so brazenly open about his conclusions about the mental health of my clients with me
11 in front of others, what is he saying about the Clauses when I am not around, and how is what he
12 is saying further prejudicing my clients.

13 12. I make this affidavit in good faith and with full knowledge of the facts stated
14 herein.

15
16 DATED this 14th day of February, 2012

17
18 
ROSS DAY

19
20 SUBSCRIBED AND SWORN to before me this 14th day of February, 2012.



27
28 
NOTARY PUBLIC FOR OREGON

**THE
OREGON
CLINIC**

Specialty Medicine
with Commitment,
Care & Compassion

Westside Surgical Specialists Division

THE OREGON CLINIC P.C.

Surgeons

Kim R. Swartz, MD, FACS
David W. Cook, MD, FACS
Ronald F. Wolf, MD, FACS
Laurel C. Soot, MD, FACS
Jason C. Gilster, MD, FACS

St. Vincent

9155 SW Barnes Rd., Suite 740
Portland, OR 97225
503.297.1351
Fax 503.297.2851

Meridian Park

19250 SW 65th Ave., Suite 240
Tualatin, OR 97062
503.691.9895
Fax 503.692.6932

Business Office

975 SE Sandy Blvd., Suite 201
Portland, OR 97214
503.963.2801
Fax 503.963.2825

www.oregonclinic.com

Judge Jack Morris
Sherwood City Hall
22560 SW Pine Street
Sherwood, Oregon 97140
503-625-4225

RE: Susan Claus

September 9, 2011

Dear Judge Morris,

Susan Claus is under my care in her treatment for breast cancer. She has already had two operations this summer and is now having a third operation today, September 9, 2011. She is also in the care of Drs. Alison Conlin and Jeannie Louie, who are her medical oncologist and radiation oncologist.

At this point, I am estimating Susan will have a 4-6 week recovery from her September 9th surgery. Based on her other two surgeries and because of some complications, I estimate that six weeks recovery is more likely. She is working with Dr. Conlin as to whether chemotherapy will be part of her treatment regime. If it is determined that she is to have chemotherapy, that regime will last for approximately 3-4 months. After she recovers from the surgeries and chemotherapy, Dr. Louie will be working with Susan for approximately 6-7 weeks of radiation treatments. After her radiation treatments, she will need at least 4-6 weeks recovery before she can really begin to address her preparation for the zoning citation.

The average treatment time for breast cancer with surgery, radiation therapy, and chemotherapy is 6 months. I would recommend delaying her court date until after her treatment is completed based on her overall health and multiple physician and radiation appointments. This timeline would put her treatment completion to be approximately March 2012. Please feel free to contact me with questions.

Sincerely,



Laurel Soot, MD
ch



LMG SURGICAL ONCOLOGY
1130 NW 22nd
Mob 3 Suite 600
Portland OR 97210
503-413-5525

November 14, 2011

To Whom It May Concern

Susan L Claus
[REDACTED]


Susan is under my current care and will be unable to participate in any future court dates due to her diagnosis and required surgery for six weeks following her surgery which is scheduled for 11/16/11.

While Susan is under my care she will need any court dates delayed until the end of January 2012 and following this date her care will be under Dr. Shane Kim. Dr Kim will be assuming care for Susan.

Please direct any questions or concerns to me at 503-413-5525.

If you have any questions or concerns, please don't hesitate to call.

Sincerely,


Nathalie Johnson, MD

LMG SURGICAL ONCOLOGY

Susan L Claus | [REDACTED] | [REDACTED]

LEGACY HEALTH | www.legacyhealth.org



Providence Medical Group/Newberg
1003 Providence Drive Ste 110/210
Newberg, OR 97132
503-537-5900 Fax: 503-537-5959

01/05/2012

Re: SUSAN CLAUS
DOB: [REDACTED]

To Whom It May Concern:

This is to certify that Ms. Claus has breast cancer since March 2011, that she has had surgical treatment with mastectomy, and that she is awaiting further reconstructive breast surgery. Her treatment will continue for several more months.

Thank you for your attention.

Sincerely,

A handwritten signature in black ink, appearing to read "David Silvestre MD". The signature is fluid and cursive, with a large initial "D" and "S".

David Silvestre MD

Subj: **99W**
Date: 1/5/2010 1:35:15 P.M. Pacific Daylight Time
From: walt30665@msn.com
To: clausssl@aol.com
Jim and Susan,

This e-mail is in response to your request for my recollection of events surrounding City of Sherwood policies and understandings relative to Hwy.99 land use and development. I was Mayor of Sherwood for 3 two year terms ending in Jan. 2001 but with a break in service from Jan 1997 to Jan 1999. I was on the City Council for 5 years including 4 years as Council President and 2 years on the Planning Commission prior to the Council.

There was an understanding between the City, ODOT and Washington County that it was in our collective interest to keep Hwy. 99 flowing freely thru Sherwood. This would be accomplished by controlling the number of signaled intersections and limiting them to Tualatin Sherwood Road, Meinecke Road and Sunset Blvd. In addition, large traffic generators including those on Tualatin Sherwood Road would be limited to areas currently zoned for this purpose and served by one of these signals.

In 2000 the City challenged the construction of Home Depot and its related signal in an area we didn't believe the zoning allowed and was in clear violation of our Hwy. 99 agreement. ODOT had approved the Home Depot light. The court ruled that Home Depot did in fact have the right to build. I believed that ODOT had not kept their part of the agreement and met with the Regional Manager. She agreed that their action was inconsistent with our agreement and offered to use her discretionary money to improve Hwy. 99. The agreed upon project was the construction of the Meinecke Road intersection. In addition, we agreed that the Claus, Shannon and Broadherst properties would be allowed to develop using a right in/right out access. This entrance was to be located at the boundary of the Claus and Shannon property but either property was to be allowed to develop alone as long as a provision was included for the ultimate shared entrance. Access to the Broadherst property would be accomplished by a parking lot connection.

The City completed its planning while I was Mayor however actual implementation occurred in Mayor Cottle's term.

=



Home of the Tualatin River National Wildlife Refuge

MEMORANDUM

DATE: December 5, 2006

TO: Julia Hajduk, Interim Planning Manager

FROM: Tom Pessemier, City Engineer

SUBJECT: Cedar Brook Professional Building Street Deferral

This memo is in response to the Applicant's request to revise condition C1 in the Staff Report for Cedar Brook Professional Building. Specifically the Applicant requests to enter into a binding agreement with the City to defer construction of public improvements for SW Cedar Brook Way.

The Applicant offers two reasons for this request. First the Applicant asserts constraints on the neighboring property render design of street unfeasible at this time. Along with this argument the Applicant also suggests the road "leads nowhere". A second reason is the future street extension is currently under private ownership and the Applicant believes until the property is purchased by the City, a street extension seems unlikely.

Engineering Staff notes that the extension of Cedar Brook Way is clearly shown on Figure 8-8 of the Transportation System Plan, (TSP). Extension of this street is a critical part of the future frontage road as shown in this figure and endorsed by ODOT.

Staff agrees design information is limited regarding the future extension of this street. It was for this reason that the Design Engineer's request not to require full half street improvements up to the neighboring property line was granted, thus this issue has been addressed

Staff also notes the extension of this public street is certain. The neighboring property at 22065 SW Pacific Highway is currently for sale. Upon redevelopment of this commercially zoned site, ODOT has a policy to restrict access to Highway 99W and they will very likely require their Highway access to be removed. At this time the City will require a new access coming off of Cedar Brook Way. Dedication and construction of this extension will be a condition of development. This will occur regardless of whether a land bridge or the extension of Cedar Brook Way beyond the subject property takes place.

Given the above circumstances the Engineering Department recommends denial of the Applicant's request to defer construction of improvements for SW Cedar Brook Way.

However, if Condition C1 is modified to defer construction it should include provisions for the applicant to pay to the City costs equal to construct this road along their entire frontage to prevailing wage rates for public construction including costs for design and construction administration since it is likely that the City will have to construct this road in the future.

November 29, 2006

Julia Hajduk
City of Sherwood
Senior Planner
22560 SW Pine St
Sherwood OR 97140

RE: File No: SP 06-07 Cedar Brook Professional Building

Dear Julia,

As you are aware, we asked for the Record to be kept open at the Public Hearing so that the City Engineer could review our request to defer improvements to Cedar Brook Way. At your request we are sending this letter for your use in discussions with the City Engineer.

As discussed at the Public Hearing on November 27, the property owner, Nathan Doyel, is requesting a revision to Condition C1 - c of the Cedar Brook Professional Building Staff Report. This condition requires the owner to provide half street improvements at the extension of Cedar Brook Way. We seek to defer construction of the half street improvements with provisions for a binding agreement between the owner of the property and the City of Sherwood. We have two reasons for seeking this deferment.

First, the alignment and elevations for the future extension of Cedar Brook Way are unknown due to the constraints created by the existence of a creek to the south of the property. Due to the topography and environmentally sensitive areas around the creek, as determined by the City of Sherwood, a bridge will be necessary to extend Cedar Brook Way further. Until this bridge is located, alignments are finalized, and funding is provided by the City, it seems premature to invest in a half street improvement that leads nowhere. For this reason, the owner would like to defer construction until finalized information is provided by the City.

Second, the alignment of the future street extension occurs on private property. Until this property is purchased by the City, a street extension seems unlikely. In the TSP, Chapter 2, Goal 3, Policy 2 states: *"The City of Sherwood shall require dedication of land for future streets when development is approved. The property developer shall be required to make street improvements for their portion of the street commensurate with the proportional benefit that the improvement provides the development."* The improvements to Cedar Brook Way will not benefit this property unless the street extension occurs. Until this extension is certain, the owner would like to defer construction.

If you have any questions, or need further information, please do not hesitate to call.

Thank You,
Waterleaf Architecture

Kathy Aulwes

ADDENDUM TO TRUST DEED

22065 SW Pacific Highway, Sherwood, Oregon 97140
(Additional Terms and Conditions of Trust Deed)

This Addendum is to that certain Trust Deed dated October 7, 2011, between Knob Properties, LLC, an Oregon limited liability company, as Grantor, Ticor Title Insurance Co., as Trustee, and Allen W. Williams and Nancy J. Williams, as Beneficiary.

18. Transfer of Interests in the Property; Successor Interests.

Should Grantor either agree to, attempt to, or actually sell, convey, or assign, or transfer, voluntarily or involuntarily, all (or any part) of the property, or all (or any part) of Grantor's interest in it without first obtaining the written consent or approval of the Beneficiary, then at Beneficiary's option, all obligations secured by this instrument, irrespective of the maturity dates expressed therein, or herein, shall become immediately due and payable.

Such consent or approval of the Beneficiary may be granted or withheld in Beneficiary's sole and unfettered discretion. The consent by Beneficiary to one transfer shall not constitute consent to other transfers or waiver of such requirement.

The execution by Grantor of an earnest money agreement does not constitute a sale, conveyance or assignment. The transfer by Nathan and/or Elizabeth Doyel of a majority ownership interest in Grantor to a person or persons other than Nathan and/or Elizabeth Doyel shall be deemed a conveyance for purposes of this Section 18.

Notwithstanding anything in the Trust Deed or this Addendum to Trust Deed to the contrary, Beneficiary's consent shall not be required for any of the following: (a) renting all or any parts of the Property, from time to time, provided that any such leasing shall not relieve Grantor of its obligations to Beneficiary under this Trust Deed or the promissory note of even date herewith, (b) granting licenses, easements and/or rights of way affecting the Property for utilities, communications, or other services, (c) obtaining development approvals, zoning changes, or any other land use approval affecting the Property; or (d) transferring the property to any entity controlled by Nathan and/or Elizabeth Doyel; provided that Nathan Doyel and Elizabeth Doyel have signed a personal guaranty for the obligations secured by this Trust Deed.

This Trust Deed shall be binding on and inure to the benefit of the parties, their successors, and permitted assigns; provided, however, any attempted assignment in violation of this Section 18 shall be void and of no effect with respect to Beneficiary. Grantor and any other person at any time obligated for the performance of the terms of this Trust Deed hereby waive notice of and consent to any and all extensions and modifications of this Trust Deed or the release of any person or persons from liability under the Trust Deed granted by Beneficiary. Any such extensions or modifications or releases will not in any way release, discharge, or otherwise affect the liability of any person at any time obligated under this Trust Deed.

ADDENDUM TO TRUST DEED

DCAPDX_#676763_v122

19. **Alterations; Reconstruction and Restoration.**

Notwithstanding anything in the Trust Deed to the contrary, so long as there is a trust deed on the Property that is superior to this Trust Deed, Grantor shall have the right, in Grantor's discretion, to remove any existing improvements on the Property and construct any new improvements on the Property. If at any time this Trust Deed is the first-position trust deed on the Property, then any substantial redevelopment of the Property other than construction of a parking area shall be subject to Beneficiary's approval which shall not be unreasonably withheld. Notwithstanding anything in the Trust Deed to the contrary, if the property is damaged by fire or other perils, Grantor may elect to repair such damaged property or improvements, rebuild or replace such improvements, demolish and remove such improvements, or any combination of the foregoing. Grantor shall have the right to use any insurance proceeds received on account of such damage for such repair, rebuilding, replacement, or demolition, and any insurance proceeds in excess of such cost of repair, rebuilding, or replacement shall be the sole property of Grantor.

20. **Consents.**

Except as otherwise expressly provided in the Trust Deed or this addendum to the contrary, if any consent of the Trustee or Beneficiary is required under the Trust Deed, such consent shall not be unreasonably withheld.

21. **Prepayments.**

All prepayments shall be applied first to accrued but unpaid interest to date, then to amounts due Beneficiary under this Trust Deed other than principal or interest, then to the last installment of principal scheduled under this Trust Deed, and shall not excuse Grantor from making the regular monthly payments when due under this Trust Deed until the remaining balance has been paid in full.

22. **Tax Statements.**

Upon written request by Beneficiary, Grantor shall provide Beneficiary with written evidence reasonably satisfactory to Beneficiary that all taxes and assessments have been paid when due.

23. **Hazardous Substances.**

With respect to the Property, Grantor shall comply fully with all laws pertaining to the protection of human health and the environment, including but not limited to employee and community right-to-know laws and all laws regarding the use, generation, storage, transportation, treatment, disposal, or other handling of hazardous substances. Grantor shall promptly advise Beneficiary in writing of any hazardous substances regulated by such laws that are used, generated, manufactured, stored, transported, or otherwise handled on the Property other than in the ordinary course of constructing and operating a parking area and related landscaping and drainage facilities.

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ADDENDUM TO TRUST DEED

DCAPDX_n676763_v122

24. **Liability Insurance.**

During the term of this Trust Deed, Grantor shall maintain public liability and property damage insurance with limits of not less than \$300,000.00 for injury to one person and \$1,000,000.00 for injury to two or more persons in one occurrence, and \$300,000.00 for damage to property. Such insurance shall be written on an occurrence basis and shall be primary with respect to all other insurance covering any of the insured risks; shall contain coverage for liability assumed under contract, and Beneficiary shall be an additional insured under such policy. Grantor shall deliver to Beneficiary certificates of coverage from each insurer upon execution of this Trust Deed and upon request by Beneficiary from time to time. Grantor shall not cancel or reduce such insurance or allow such insurance to be cancelled or reduced without giving prior written notice to Beneficiary.

25. **Grantor's Indemnification of Beneficiary.**

Grantor shall forever indemnify, defend, reimburse, and hold Beneficiary harmless and, at Beneficiary's election, defend Beneficiary for, from, and against any and all claims, costs, expenses (including attorney fees), losses, damages, fines, charges, actions, or other liabilities to the extent arising out of (1) Grantor's possession or use of the Property, (2) Grantor's conduct with respect to the Property, (3) any condition of the Property to the extent the same arises from or after the Closing Date and is not caused or contributed to by Beneficiary, or (4) Grantor's breach of any warranty or representation made by Grantor in this Trust Deed. In the event of any litigation or proceeding brought against Beneficiary and arising out of or in any way connected with any of the above events or claims, against which Grantor agrees to defend Beneficiary, Grantor shall, on notice from Beneficiary, vigorously resist and defend such actions or proceedings in consultation with Beneficiary through legal counsel reasonably satisfactory to Beneficiary.

26. **No Warranties: As Is Condition of Property.**

Grantor accepts the land, buildings, improvements, and all other aspects of the Property in their present condition or state of repair thereof, and any personal property sold under this Trust Deed, AS IS, WHERE IS, including latent defects, without any representations or warranties from Beneficiary or any agent or representative of Beneficiary, expressed or implied, except to the extent expressly set forth in this Trust Deed. Grantor agrees that Grantor has ascertained, from sources other than Beneficiary or any agent or representative of Beneficiary, the condition of the Property and its suitability for Grantor's purposes, the applicable zoning, building, housing, and other regulatory ordinances and laws, and that Grantor accepts the Property with full awareness of these ordinances and laws as they may affect the present use or any intended future use of the Property, and Beneficiary has made no representations with respect to such condition or suitability of the Property or such laws or ordinances.

27. **Remedies Not Exclusive.**

The remedies provided in the Trust Deed and this Addendum shall be nonexclusive and in addition to any other remedies provided by law.

ADDENDUM TO TRUST DEED

DCAPDX_n676763_v122

28. **Waiver.**

Failure of either party at any time to require performance of any provision of this Trust Deed shall not limit the party's right to enforce the provision, nor shall any waiver of any breach of any provision constitute a waiver of any succeeding breach of that provision or a waiver of that provision itself.

29. **Forbearance of Enforcement.**

Should the Beneficiary not be permitted to enforce the Trust Deed and this Addendum pursuant to any subordination agreement that would require Beneficiary to stand still until a senior lender is paid and satisfied in full, then any statute of limitations that may affect the Trust Deed and this Addendum shall be automatically tolled without any action by Beneficiary and any statute of limitations so tolled shall not be reinstated or continue to run until Beneficiary receives actual notice from the Grantor or senior lender that senior lender is paid and satisfied in full.

31. **Prior Agreements.**

This Trust Deed and Addendum to Trust Deed contain the entire agreement of the parties with respect to the Property. No prior agreement, statement, or promise made by any party to this Trust Deed that is not contained in this Trust Deed will be binding or valid, with the exception of the Grantor's responsibilities for the removal or decommission of the underground storage tanks, the removal or decommission of the wood stove, and the agreement to occupy after closing.

32. **Applicable Law.**

This Trust Deed has been entered into in Oregon and the Property is located in Oregon. The parties agree that the laws of the state of Oregon shall be used in construing the Trust Deed and enforcing the rights and remedies of the parties.

33. **Effect of Addendum.**

In the event of any conflict between this Addendum and the Trust Deed, the terms of this Addendum shall be controlling.

[signature on next page]

ADDENDUM TO TRUST DEED

DCAPDX_#676763_v122

IN WITNESS WHEREOF, the Grantor has executed this instrument on the 7th day of October, 2011.

KNOB PROPERTIES, LLC
an Oregon limited liability company

By: _____
Name: Nathan S. Dovel
Title: Manager

STATE OF OREGON)
 :ss.
County of Multnomah)

I, Kim H. Smith, a Notary Public in and for the County and State aforesaid, do hereby certify that Nathan S. Dovel to me known, who declared and acknowledged that he is the Manager of Knob Properties, LLC, an Oregon limited liability company organized under the laws of the State of Oregon, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that he, being thereunto duly authorized, signed and delivered the said instrument as the free and voluntary act of said company and as his/her own free and voluntary act, for the uses and purposes therein set forth.

Given under by hand and notarial seal this 7th day of October, 2011.



NOTARY PUBLIC FOR OREGON
My Commission Expires: 9-19-12



ADDENDUM TO TRUST DEED

DCAPDX_a676761_v122



Home of the Tualatin River National Wildlife Refuge

Police Department

20495 SW Borchers Drive
Sherwood, OR 97140
Ph: 503-625-5523
Fax: 503-625-9553
Dispatch: 503-629-0111

Knob Properties LLC
15425 SW Pleasant Hill
Sherwood, OR 97140
Re: Taxlot ID# 2S131BA02100

July 17, 2013

Ref: Unapproved gravel parking area

Dr. Doyel,

I am contacting you to provide you with additional information regarding the complaint filed against your property located at 22065 SW Pacific Highway Sherwood, Oregon 97140. During my inspection of the property on July 10, 2013, I observed numerous vehicles parked in a newly constructed, unapproved gravel parking area. I understand that you have been actively working with the Planning Department to work towards a resolution.

On July 11, 2013, I spoke with you regarding the violations on the property. During that conversation, I spoke of the possible fines if the property was not brought into compliance. On July 16, 2013, I was able to re-inspect the property and found that no vehicles were being parked on the site.

First and foremost, thank you working with us to bring the property into compliance with the Sherwood Municipal Code. I am aware that you are in the process of submitting an application to the City of Sherwood for review in using this property as a parking lot for your adjoining property.

Until the application has been approved for the designated use by the City of Sherwood, there can be no vehicles parked on the gravel parking area.

If vehicles are parked in this unapproved gravel parking area, you would, at a minimum, be in violation of the following ordinances of the Sherwood Municipal Code:

- 16.90.020 Site Plan Review to ensure that the improvements meet the use and dimensional requirements of the Code;
- 16.92.030(A) and (B) Site area landscaping/Parking area landscaping;
- 16.94.010(F) and (G) paving and marking. General Requirements for Off-Street Parking in the City of Sherwood;



Home of the Tualatin River National Wildlife Refuge

Police Department

20495 SW Borchers Drive
Sherwood, OR 97140
Ph: 503-625-5523
Fax: 503-625-9553
Dispatch: 503-629-0111

- 16.114 – Storm Water, and
- Any ancillary provisions associated with those chapters as they relate to the physical development of the property.

As previously stated, this property is currently not compliant with the Sherwood Municipal Code, but because of your forthcoming application to bring the property into compliance, no citations are warranted. Failure to comply with the Sherwood Municipal Code may result in citations being issued for each violation. Each violation may be issued up to a \$500.00 fine per day.

If you have any questions please feel free to contact me.

For Sherwood Municipal Code information, go to the following website:

<http://municipalcodes.lexisnexis.com/codes/sherwood/>

Thank you,

Bill Collins
Code Compliance Officer
Sherwood Police Department
503-925-7106
collinsb@sherwoodoregon.gov

CEDARBROOK PROFESSIONAL BUILDING SITE PLAN REVIEW

AUGUST 21, 2006



Working Copy

621 SW Morrison
Suite 125
Portland, OR 97205
Ph: 503-228-7571
F: 503-273-8691

Cedar Brook Professional Building Site Plan Review Sherwood, Oregon

TEAM DIRECTORY

OWNER:
HANDLE PROPERTIES, LLC
18160 SW LANGER DRIVE
SHERWOOD, OREGON 97140
PH: 503-925-9595 FAX: 503-925-9626
CONTACT: NATHAN DOYEL

ARCHITECT:
WATERLEAF ARCHITECTURE & INTERIORS
621 SW MORRISON ST. SUITE 125
PORTLAND, OR 97205
PH: 503-228-7571 FAX: 503-273-8691
CONTACT: KATHY AULWES

CIVIL ENGINEERS
AKS ENGINEERING AND FORESTRY
13810 SW GALBREATH DR., SUITE 100
SHERWOOD, OR 97140
PH: 503-925-8799 FAX: 503-925-8969
CONTACT: HAYES MCCOY

LANDSCAPE ARCHITECTURE
SIMPL
3527 SW DOSCH ROAD
PORTLAND, OR 97239
PH: 503-294-0012 FAX: 503-294-0013
CONTACT: MATHEW KRUEGER

PLANNING AND ZONING CODE ANALYSIS SUMMARY

LEGAL DESCRIPTION: TAX LOT 1800, WASHINGTON COUNTY TAX MAP NUMBER 2S 130 CD, LOCATED IN THE SOUTH-WEST 1/4 OF SECTION 30, TOWNSHIP 2 SOUTH, RANGE 1 WEST, WILLAMETTE MERIDIAN, CITY OF SHERWOOD, WASHINGTON COUNTY, OREGON

ZONE: G-C GENERAL COMMERCIAL

SITE ACREAGE: 34,053 S.F. GROSS AREA (.782 ACRES)

NET BUILDABLE AREA: 34,053 S.F. GROSS AREA (.782 ACRES)

MIN. LOT AREA: 10,000 S.F.

SITE DISTRIBUTION:	AREA	PERCENTAGE
BUILDING FOOTPRINT:	7,970 S.F.	23 %
PAVED AREA:	13,997 S.F.	41 %
PARKING	12,843 S.F.	
SIDEWALKS	1,154 S.F.	
LANDSCAPE:	12,086 S.F.	35 %

MAX. GROSS BLDG AREA: 14,071 SF
BASED ON CAPACITY ALLOCATION PROGRAM (CAP) VEHICLE TRIPS ARE LIMITED TO 43/ ACRE.
BASED ON APPROVED TRIP GENERATION ANALYSIS FROM 12/ 12/ 05, THIS SITE WILL PRODUCE 2.39 TRIPS PER 1,000 S.F.
.782 ACRES X 43 TRIPS PER ACRE = 33.63 TRIPS
33.63 TRIPS / 2.39 TRIPS X 1,000 S.F. = 14,071 GSF

BUILDING USE BY AREA: 14,050 SF OF DENTAL CLINIC

BUILDING AREA:	GROSS BLDG AREA	LEASABLE BLDG AREA
FIRST FLOOR:	7,970 S.F.	6,805 S.F.
SECOND FLOOR:	6,080 S.F.	5,465 S.F.

BUILDING HEIGHT: ALLOWED: 3 STORIES AND 50'-0"
PROVIDED: 2 STORIES AND 30'-0"

REQUIRED YARD SETBACKS:
FRONT YARD: NONE UNLESS THE LOT ABUTS A RESIDENTIAL ZONE, THEN THE FRONT YARD SHALL BE THAT REQUIRED IN THE RESIDENTIAL ZONE. MIN. 3' SETBACK REQUIRED BECAUSE BUILDING IS NOT LOCATED ON THE PROPERTY LINE.
SIDE YARD: NONE UNLESS THE LOT ABUTS A RESIDENTIAL ZONE, THEN THE SIDE YARD SHALL BE MIN. OF 20 FT. MIN. 3' SETBACK REQUIRED BECAUSE BUILDING IS NOT LOCATED ON THE PROPERTY LINE.
REAR YARD: NONE UNLESS THE LOT ABUTS A RESIDENTIAL ZONE, THEN THE SIDE YARD SHALL BE MIN. OF 20 FT. MIN. 3' SETBACK REQUIRED BECAUSE BUILDING IS NOT LOCATED ON THE PROPERTY LINE.
EXTENSIONS INTO YARD: MAY PROJECT 2.5' INTO REQUIRED YARDS
PARKING SETBACKS: 10' MIN

PROVIDED YARD SETBACKS:
FRONT YARD/ WEST: 84'-0" TO EXTERIOR FACE OF BLDG.
SIDE YARD/ NORTH: 8'-0" TO EXTERIOR FACE OF BLDG.
SIDE YARD/ SOUTH: 9'-6" TO EXTERIOR FACE OF BLDG.
BACK YARD/ EAST: VARIES- MIN 100'-6" TO EXTERIOR FACE OF BLDG.

PARKING REQUIREMENTS:
MINIMUM: 3.9 SPACES PER 1,000 GROSS LEASABLE S.F.
STANDARD STALL SIZE: 9' X 20'
COMPACT STALL SIZE: 8' X 18'; MAY MAKE UP 25%
WHEEL STOPS ARE REQUIRED AT ALL SPACES ALONG THE BOUNDARY OF A PARKING LOT OR ADJACENT TO INTERIOR LANDSCAPED AREAS.
ON-STREET PARKING MAY REPLACE OFF-STREET PARKING WITH ON STREET PARKING AT A RATIO OF 1:1
ADA PARKING: 26-50 PARKING SPACES REQUIRES 2 ADA SPACES

REQUIRED PARKING SPACES:
12.70 S.F. / 1,000 S.F. X 3.9 = 47.85
TOTAL PROVIDED = 48 (34 STANDARD, 12 COMPACT, 2 ADA)

PARKING PROVIDED:
WEST PARKING LOT: 13 STANDARD STALLS
2 ADA STALLS
EAST PARKING LOT: 12 COMPACT STALLS
11 STANDARD STALLS
10 PARKING STALLS
48 PARKING STALLS

ON STREET PARKING: 10 PARKING STALLS

TOTAL PARKING: 48 PARKING STALLS

STANDARD PARKING STALLS HAVE BEEN PROVIDED WITH 3'-0" LANDSCAPING AT THE FRONT OF THE STALL TYP. SEE NARRATIVE FOR DESCRIPTION.

BIKE PARKING PROVIDED:
3 COVERED BIKE SPACES LOCATED OFF OF HANDLEY STREET

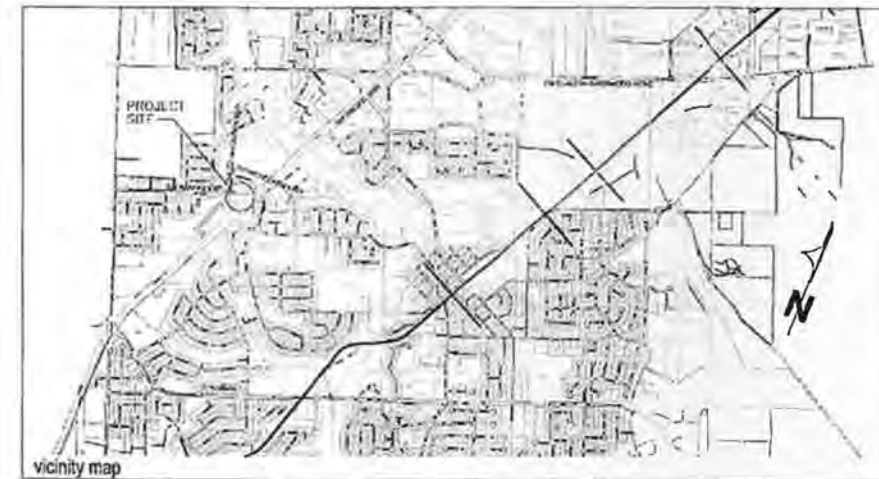
LANDSCAPING @ PARKING: (SEE LANDSCAPE PLAN)
PUBLIC ROW: PROVIDE SCREENING SHRUBS @ 3'-0"
PROVIDE TREES @ 25'-0" O.C.
ADJACENT PROPERTY: PROVIDE SCREENING SHRUBS @ 6'-0"
PROVIDE TREES @ 25'-0" O.C.
INTERIOR: LANDSCAPED AREAS NO LESS THAN 64 S.F.
PROVIDED AFTER 15 PARKING STALLS IN A ROW.

DRAWING SHEET INDEX

GENERAL	GENERAL INFORMATION
G1.0	
CIVIL	CIVIL COVER SHEET
C1.0	EXISTING CONDITIONS PLAN
C2.0	PRELIMINARY GRADING, TREE REMOVAL
C3.0	AND EROSION CONTROL PLAN
C4.0	PRELIMINARY STREET, UTILITY AND PARKING LOT PLAN
LANDSCAPE	PLANTING PLAN
L1	
ARCHITECTURAL	ARCHITECTURAL SITE PLAN
A1.1	ELEVATIONS
A2.1	
ELECTRICAL	ELECTRICAL PLAN
E1.1	PHOTOMETRICS PLAN
E1.2	

VICINITY MAP

NO SCALE



Project #: 0536
File #: 0536-G1.0
Date: 8/21/2006

Revisions:

General_Info

G1.0



421 SW Almonson
 Suite 225
 Portland, OR 97204
 PH 503.228.7571
 FX 503.223.8891

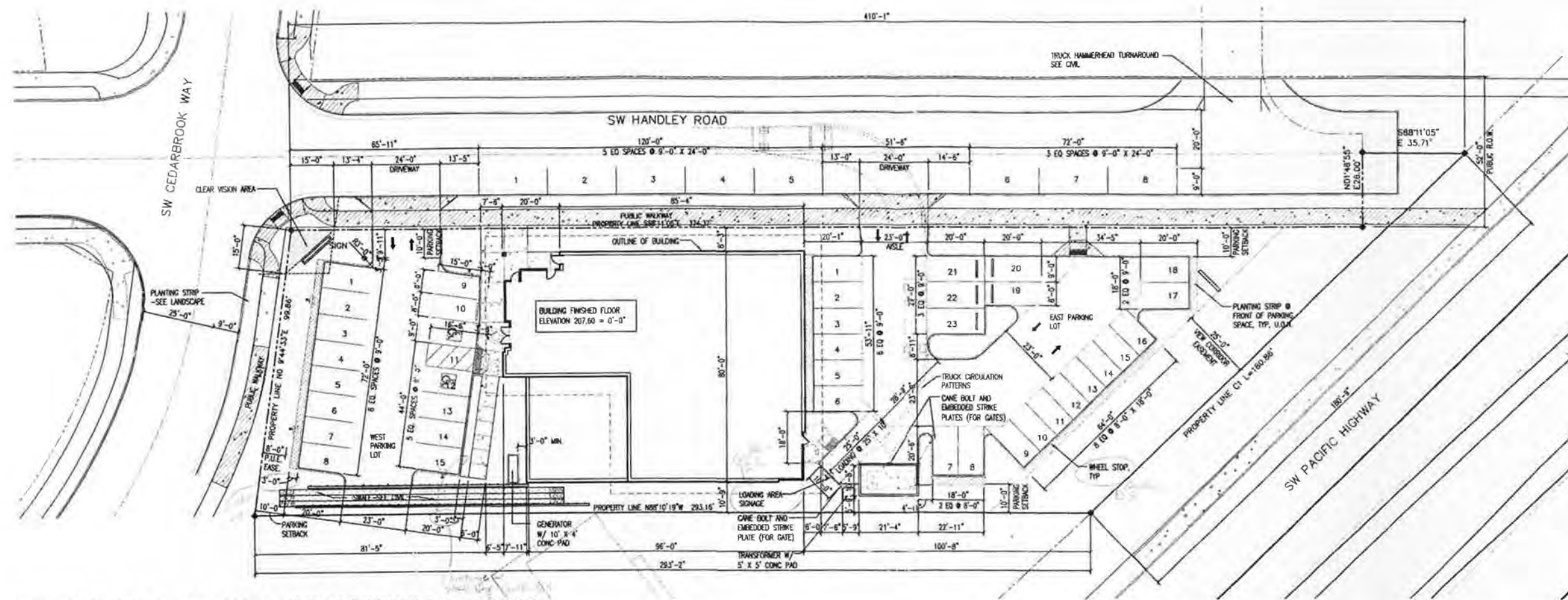
Cedar Brook Professional waterleaf
 Building
 Permit Set
 Sherwood, Oregon



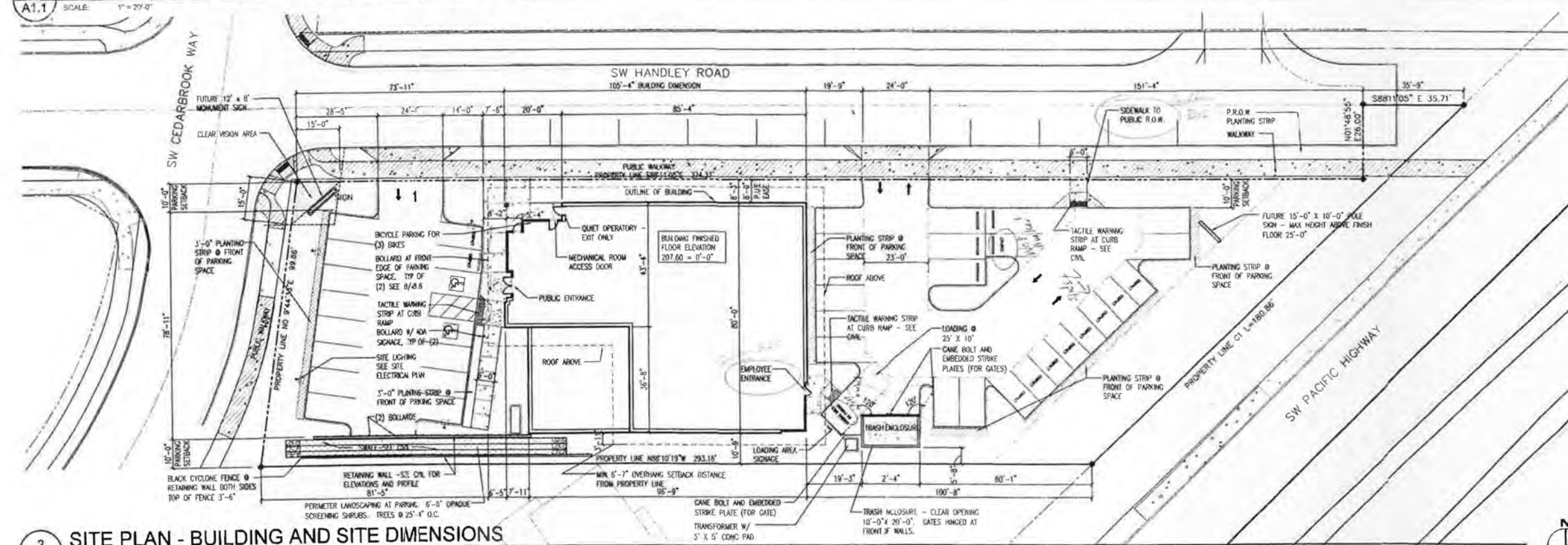
Project #: 0301
 File #: 0301-A1.1
 Date: 3.23.2007

Revisions:

Site Plan
A1.1

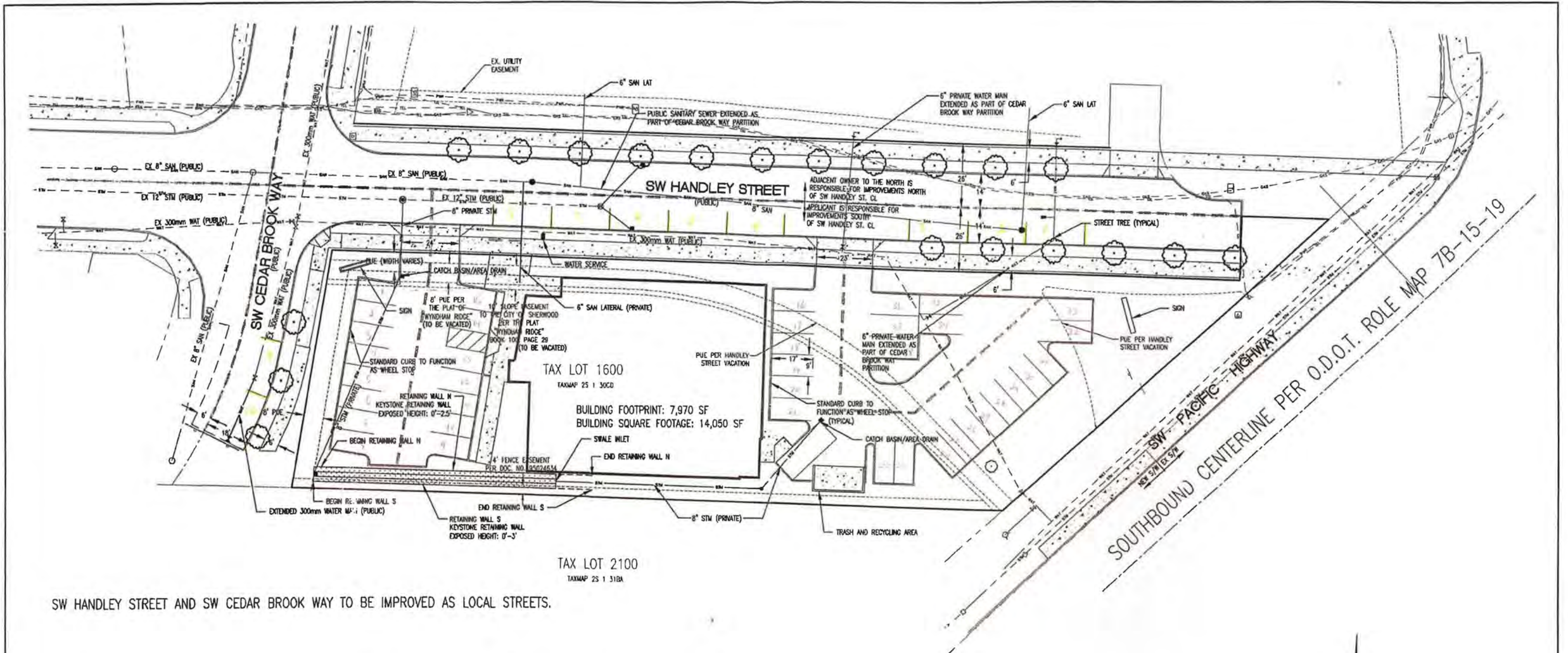


1 SITE PLAN - PARKING LOT & VEHICULAR ACCESS
 A1.1 SCALE: 1" = 20'-0"

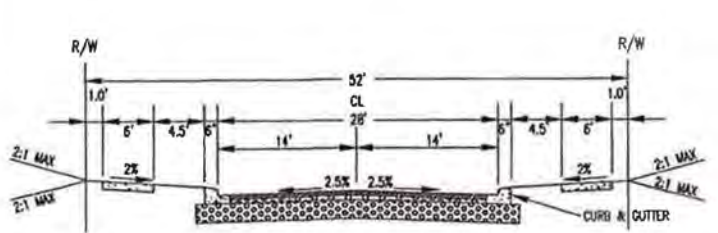


2 SITE PLAN - BUILDING AND SITE DIMENSIONS
 A1.1 SCALE: 1" = 20'-0"

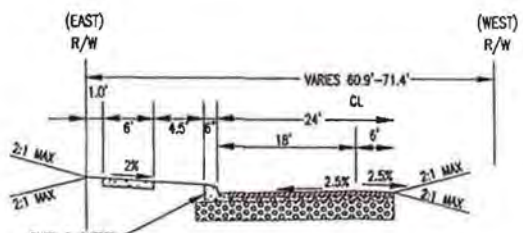




SW HANDLEY STREET AND SW CEDAR BROOK WAY TO BE IMPROVED AS LOCAL STREETS.



SW HANDLEY STREET (LOCAL STREET)
NOT TO SCALE



SW CEDAR BROOK WAY (LOCAL STREET)
NOT TO SCALE



REVISIONS:

PRELIMINARY STREET, UTILITY, AND PARKING LOT PLAN

AKS ENGINEERING & FORESTRY
 ENGINEERING • PLANNING • SURVEYING • FORESTRY
 LICENSED IN OR, WA & AK
 13910 SW GALBREATH DRIVE SUITE 100
 SHERWOOD, OR 97140
 PHONE: (503) 925-8799 FAX: (503) 925-8959

DESIGNED BY:	HAM	DRAWING NO.:	CI-04
DRAWN BY:	ATL	SCALE:	AS NOTED
CHECKED BY:	HAM		
PREPARED FOR:	NATHAN DOYEL 15426 PLEASANT HILL RD. SHERWOOD, OR (503) 349-6656 FAX: (503)		

CEDAR BROOK PROFESSIONAL BUILDING
SHERWOOD OREGON
 WASHINGTON COUNTY TAXMAP 25 1 300D

DATE: 9-26-06

REGISTERED PROFESSIONAL ENGINEER
 65686PE
PRELIMINARY
 HAYES A. MCCOY
 JUL 11, 2006
 RENEWAL DATE: 12/31/09

JOB NUMBER 1213
 SHEET C4 OF 4



MEMORANDUM

April 27, 2012

Robert James and Susan L Claus
22211 SW Pacific Hwy
Sherwood, OR 97140-9466

Dear Mr. and Mrs. Claus,

As you may be aware, the Sherwood Transportation System Plan calls for an extension of Cedar Brook Way to run generally parallel to Highway 99W. Your property identified as tax lot 2S131BA01700 and your property located addressed as 22211 SW Pacific Hwy have been identified as potentially having this extension through your property as a requirement when your property develops/re-develops. The City is aware that uncertainty about where and how this road will extend through properties and connect to Highway 99W and to Meinecke and Elwert Road has been a concern to the property owners in the area.



2009 Top Ten Selection



2007 18th Best Place to Live



The City has authorized DKS and Associates to study the transportation system connectivity in this area in preparation for a potential amendment to the City's Transportation System Plan (TSP). The scope of this study includes:

- Consider general access constraints for adjacent properties;
- Consider access requirements for connections to City, County and State facilities;
- Analyze impacts to the adjacent transportation system with new connection options; perform sensitivity analysis for potential future needs/impacts if adjacent properties redevelop;
- Configuration of potential connection to Highway 99W between SW Elwert Road and SW Cedar Brook Way; and
- Functional class of future connections

In accordance with this scope, it is anticipated that the consultant will have a draft report for review by mid-May. We anticipate hosting an open house with you and any other interested residents to discuss the initial findings in the draft report. After receiving input from you and other stakeholders, the consultant will finalize their report at which time, it is anticipated that an amendment to the TSP will be prepared to implement the recommendations in the report. If a



MEMORANDUM

TSP amendment is proposed, there will be subsequent public hearings with the Planning Commission and City Council.

You will receive additional notice prior to the open house but we wanted to make sure you were aware about this project, the scope and upcoming opportunity for input. If you have any comments or questions, please feel free to contact us. Julia can be reached at hajdukj@sherwoodoregon.gov or 503-625-4204 and Bob can be reached at galatib@sherwoodoregon.gov or 503-925-2303.

Sincerely,

Julia Hajduk
Planning Manager

Robert Galati, PE
City Engineer



2009 Top Ten Selection



2007 18th Best Place to Live

Sherwood

2006

All-America City Finalist

December 22, 2006

CITY OF SHERWOOD
Report and Decision of the Hearings Officer

File No: SP 06-07

(Cedar Brook Professional Building)

I. PROPOSAL/BACKGROUND

The applicant has requested site plan approval to construct a 14,050 square foot, two-story office building with associated parking and landscaping. The applicant's submittal packet is attached as Exhibit A.

- A. Applicant
Kathy Aulwes
Waterleaf Architects
621 SW Morrison street, Suite 125
Portland, OR 97205
- Property Owner
Nathan and Elizabeth Doyle
16160 SW Langer Drive
Sherwood, OR 97140
- B. Location: The property is located south of Handley Street, east of a small section of Cedar Brook Way and west of Pacific Highway (OR 99W). The property does not currently have an address, but is identified as tax lot 1600 on Washington County Assessor Map 2S1 30CD.
- C. Parcel Size: The subject property is 0.79 acres. See property history discussion for information of the parcel size prior to street vacation.
- D. Site Characteristics and Property History: The property is currently vacant. The property slopes gently downward to the west to northwest. To the west/southwest the land slopes steeply downward toward a ravine. This off-site topography influences the extension of Cedar Brook Way. Site work for the Cedar Brook minor land partition (MLP 05-05) revealed that the utilities are not in the locations originally believed. The subject site obtained additional square footage after completion of the right of way vacation for a portion of Handley Street. Previously, Handley Street provided direct access to Pacific Highway. The Meinecke Road roundabout resulted in the closure of access from Handley Street to the highway. Because the original amount of right of way was no longer necessary, the City processed and approved the vacation of 12,630 square feet (Ord. 2006-011) while maintaining 52 feet of right of way to meet the local street standard with parking on one side. The street vacation did not include retaining land for a proper termination as it was determined the appropriate termination would be evaluated when an application was submitted for land development (this is discussed in more detail under Section V.C). As part of the street vacation, easements were maintained to cover the existing utilities in the former right-of-way. In

lieu of re-defining the easement to include only the area necessary to cover the utilities, the applicant provided a blanket easement over the entirety of the former right of way. As a result, the proposed building is located in the easement. In addition, recent site work in the area related to another project revealed that several of the utilities were either unidentified or identified in the wrong location. The attached as-builts (Exhibit B) document the actual location of the utilities in question. While it is not anticipated that the easement is needed in the location of the proposed building, permanent structures are not permitted to be placed in easements. The applicant will need to either modify the building locations or verify the exact location of utilities and submit a modified easement document covering the public utilities. A condition to this effect is recommended at the end of this report.

- E. Zoning Classification and Comprehensive Plan Designation: The existing zone is General Commercial (GC). Per section 2.110.01, the purpose of the GC zone is to provide for commercial uses which require larger parcels of land and/or uses which involve products or activities which require special attention.
- F. Adjacent Zoning and Land Use: The subject site is bordered to the south by property zoned General Commercial and developed with a single family residence. To the west is Cedar Brook Way. Across the street is property zoned low density residential with a PUD overlay and developed with an open space tract and a pump station. To the east, across Pacific Highway, is property zoned general commercial and developed with a drive-thru coffee stand. To the north, across Handley Street, is a vacant parcel zoned GC. An application has been submitted on that property for a dental office building as well (SP 06-11).
- G. Review Type: Because the total square footage of building and parking area is between 15,001 and 40,000 square feet, the site plan requires a Type III review with a public hearing and decision made by the Hearings Officer. An appeal would be heard by the Planning Commission.
- H. Public Notice and Hearing: Notice of the November 27, 2006 public hearing was published in the Tigard/Tualatin Times on November 16th and 23rd and posted on-site and mailed to property owners within 100 feet of the site on November 7, 2006 in accordance with Section 3.202 and 3.203 of the SZCDC.
- I. Review Criteria: Sherwood Comprehensive Plan Part 3, Zoning and Community Development Code, 2.110 (General Commercial - GC), 2.301 (Clear Vision), 2.303 (Fences, Walls and Hedges), 5.100 (Site Plan Review), 5.200 (Landscaping), 5.300 (Off-Street Parking), 5.400 (On-Site Circulation), 5.500 (On-Site Storage), Chapter 6 (Public Improvements), 8.304 (Parks and Open Space) and 8.310 (Heat and Glare).

II. PUBLIC COMMENTS AND HEARING TESTIMONY

Public notice was mailed and posted on the property on November 16, 2006. No testimony was presented by anyone other than the applicant and staff either in writing or at the public hearing. The applicant was represented at the public hearing by Dick Anderood of waterleaf Architects and the property owner Nathan Doyle. The applicant accepted the materials presented in the Staff report, and the recommended conditions of approval, except for recommended conditions of approval C.1.c. and C.3. At the hearing the applicant submitted the applicant's preferred language for condition C.3. Staff agreed to the applicant's revised language.

The applicant requested that the Record be kept open to allow the applicant to submit additional information relating to conditions C.1.c. and C.3. The record was kept open, and within the time allowed the applicant submitted a letter dated November 29, 2006, With the time allowed, Staff responded with a memo dated December 5, 2006, from Tom Pessemier, City Engineer. The applicant had until December 15, 2006, to submit a final argument but did not do so.

The applicant's letter of November 29, 2006, and the staff response of December 5, 2006, are included in the Record. The Record includes the following Exhibits:

- A. Applicant's submittal package dated August 8, 2006 and revised October 5, 2006
- B. As-builts prepared showing the actual water line and electric line location
- C. ODOT comments dated 10/25/06
- D. TVF&R comments dated 11/9/06
- E. Engineering comments with Attachments dated 11/8/06
- F. Preliminary CAP trip certificate dated 10/16/06
- G. Memo from Kittleson and Associates dated 10/11/06
- H. Applicant's letter of 11/29/06
- I. City Engineer's memo of 12/5/06

With regard to recommended condition C.1., the Hearings Officer finds that compliance with Section 6.300 can only occur, for the reasons set out in the Staff Report and in Exhibit I, if the public improvements requested by the City Engineer, and set out in proposed condition C.1., are implemented. Therefore, condition C.1. is adopted as recommended in the Staff Report.

III. AGENCY COMMENTS

Staff sent e-notice to affected agencies on October 19, 2006. The following is a summary of the comments received. Copies of full comments are included in the record unless otherwise noted.

Sherwood Broadband, the City's public communications utility reviewed the proposal and asked that the applicant provide a conduit to the Sherwood Broadband network located at the south end of the property.

ODOT provided comments dated October 25, 2006, which are discussed within this report and attached in their entirety as Exhibit C.

Pride Disposal has reviewed the proposal and offered the following comments:

"According to the plans, Pride Disposal's trucks will have straight on access to the enclosure. The plans show the measurements for the enclosure at 10'8" deep and 21'4" wide. These measurements appear to be the outside measurements of the enclosure and we would like to reiterate that the inside measurements of the enclosure will need to be 10' deep and 20' wide.

Also, because some details are not apparent on the plans, we would like to point out the following stipulations that should also be met to ensure Pride Disposal's access to the enclosure:

- The gates need to be hinged in front of, not inside the walls. This will allow for the extra 120-150 degrees in opening angle needed.
- Gates must be able to be pinned in the open and closed positions (lock backs) – to keep the gates from potentially swinging into vehicles.
- There should be no center post at access point."

PGE has reviewed the proposal and indicated that PGE has underground electric facilities on the north side of SW Handley Street. They indicate that future power to this new building will need to be looked at with the owner's engineers and contractor to provide conduit across Handley Street to the south.

Tualatin Valley Fire and Rescue reviewed the proposal and provided a detailed letter dated November 9, 2006 (Exhibit D). Concerns that potentially affect the site design are discussed in this report.

The Sherwood Engineering Department provided comments which have been incorporated into this decision and are also attached as Exhibit E. The Engineering Department also provided some general comments, which are provided below:

Grading and Erosion Control:

Retaining walls within public easements or the public right-of-way shall require engineering approval. Retaining walls with a height of 4 feet or higher located on private property will require a permit from the building department.

City policy requires that prior to grading, a permit is obtained from the Building Department for all grading on the private portion of the site.

The Engineering Department requires a grading permit for all areas graded as part of the public improvements. The Engineering permit for grading of the public improvements is reviewed, approved and released as part of the public improvement plans.

Other Engineering Issues:

Public easements are required over all public utilities outside the public right-of-way. Easements dedicated to the City of Sherwood are exclusive easements unless otherwise authorized by the City Engineer.

An eight-foot wide public utility easement is required adjacent to the right-of-way of all street frontages.

All existing and proposed utilities shall be placed underground.

Sheet C4 of the Applicant's plans calls for slope and public utility easements from the original Wyndham Ridge plat to be vacated. It is the Engineering Department's recommendation that the Applicant be responsible for creating, processing and recording these vacations.

Staff response: The building may not be located within an easement, therefore either the building location must be moved or the easement must be removed. Provided there are no utilities within the easement and the slope easement is no longer needed, it is likely the city would support said vacation if it is proposed. A condition has been recommended at the end of this report to ensure this is addressed.

Washington County indicated that they had no comments.

Clean Water Services has provided comments indicating that the applicant does not have a valid Service Provider Letter (SPL). They indicate that SPL #2052 is from 2002 and has expired.

Staff response: The applicant's submittal includes a letter from Chuck Buckallew at CWS dated April 26, 2006 indicating that the original service provider letter continues to comply with the current standards.

Tualatin Valley Water District (TVWD), NW Natural Gas, Bonneville Power Administration (BPA), and Raindrops2Refuge were also given the opportunity to comment on the proposal, but provided no written comments.

IV. SITE PLAN REVIEW – REQUIRED FINDINGS (SECTION 5.102.04)

A. The proposed development meets applicable zoning district standards and all provisions of Chapters 5, 6, 8 and 9.

The relevant criteria are found in Chapters 2, 5, 6 and 8. Compliance with these criteria is discussed in Section V – Applicable Code Provisions, below. Chapter 9 is not applicable to this site plan application as there are no Historic Resources on the site and it is not located in the Old Town Overlay. Compliance with the relevant criteria in Chapters 2, 5, 6 and 8 are discussed and conditioned as necessary throughout this report, therefore, this standard is satisfied.

B. The proposed development can be adequately served by services conforming to the Community Development Plan, including but not limited to water, sanitary facilities, storm water, solid waste, parks and open space, public safety, electric power and communications.

All public and private utilities, including water, storm and sanitary sewer, electricity and natural gas are available to serve this site with the possible exception of Sherwood Broadband, the public communication utility. Section C.C.6.800 discusses the public utility provisions in more detail and recommends a condition to ensure compliance. Pride Disposal has provided comments which are discussed and conditioned further in this report. Tualatin Valley Fire and Rescue (TVF&R) has reviewed the plans and provided detailed comments, which are included as Exhibit D. Necessary requirements are discussed in detail and conditioned further in this report, ensuring this standard will be met.

C. Covenants, agreements, and other specific documents are adequate, in the City's determination, to assure an acceptable method of ownership, management and maintenance of structures, landscaping and other on-site features.

The site will be developed and owned under single ownership and the property owner is responsible for maintenance of the site consistent with the approved site plan. No other covenants, agreements or documents have been identified as part of this review by the City or utility providers as necessary to insure proper maintenance of this site. This standard has been satisfied.

D. The proposed development preserves significant natural features to the maximum feasible extent, including but not limited to natural drainageways, wetlands, trees, vegetation, scenic views and topographical features, and conforms to the applicable provisions of Chapters 5 and 8 of this Code.

There are no known significant natural features on this property. There is a creek and associated vegetation located west of the subject site. Clean Water Services (CWS) has provided comments indicating that the service provider letter needs to be updated as it was originally issued in 2002. The applicant's submittal, however, provides a letter from CWS dated 4/26/06 indicating that the original service provider letter is still in compliance with the current CWS standards and therefore, no sensitive area exists on or within 50 feet of the subject property. The plan complies or is conditioned to comply with all standards in Chapters 5 and 8 as discussed in detail further in this report. This standard has been addressed.

- E. For a proposed site plan in the Neighborhood Commercial (NC), Office Commercial (OC), Office Retail (OR), Retail Commercial (RC), General Commercial (GC), Light Industrial (LI), and General Industrial (GI) zones, except in the Old Town Overlay Zone, the proposed use shall satisfy the requirements of Section 6.307 Highway 99W Capacity Allocation Program, unless excluded herein.**

The proposed use has received a preliminary Capacity Allocation Program (CAP) trip allocation certificate based on the size of the building, the size of the property, and the use. It should be noted that the applicant submitted five studies from similar uses to establish the PM peak trip rates as the ITE manual does not provide rates for dental only office buildings. Based on the preliminary trip certificate, no mitigation is necessary above and beyond the road improvements proposed as part of this application. The trip certificate is preliminary and a final trip certificate will be necessary prior to final site plan approval. The preliminary trip certificate is attached as Exhibit F and indicates that information supporting the actual site acreage will be required prior to the final trip certificate being issued. The CAP appears to be satisfied; however a final trip certificate is necessary to ensure that any changes necessitated by this approval are reflected.

STAFF'S RECOMMENDED CONDITION: Prior to final site plan approval, submit necessary documentation to the engineering department reflecting changes resulting from conditions contained in this report and verifying site acreage and obtain a Final Trip Certificate to comply with the Capacity Allocation Program.

- F. For developments that are likely to generate more than 400 average daily trips (ADTs), or at the discretion of the City Engineer, the applicant shall provide adequate information, such as a traffic impact analysis or traffic counts, to demonstrate the level of impact to the surrounding street system. The developer shall be required to mitigate for impacts attributable to the project. The determination of impact or effect and the scope of the impact study shall be coordinated with the provider of the affected transportation facility.**

The applicant has submitted an analysis prepared by Kittelson and Associates dated December 12, 2005 to comply with the CAP. The City Engineer and the Oregon Department of Transportation (ODOT) have reviewed this document and have not indicated the need for additional studies or mitigation. This standard is not applicable as the City Engineer and ODOT have not indicated the need for a traffic impact analysis (beyond what is contained in the trip generation study) to comply with the CAP.

- G. The proposed commercial, multi-family development, and mixed-use development is oriented to the pedestrian and bicycle, and to existing and planned transit facilities. Urban design standards shall include the following:**

- 1. Primary, front entrances shall be located and oriented to the street, and have significant articulation and treatment, via facades, porticos, arcades, porches, portal, forecourt, or stoop to identify the entrance for pedestrians. Additional entrance/exit points for buildings, such as a postern, are allowed from secondary streets or parking areas.**
- 2. Buildings shall be located adjacent to and flush to the street, subject to landscape corridor and setback standards of the underlying zone.**
- 3. The architecture of buildings shall be oriented to the pedestrian and designed for the long term and be adaptable to other uses. Aluminum, vinyl, and T-111 siding, metal roofs, and artificial stucco material shall be prohibited. Street facing elevations shall have windows, transparent fenestration, and divisions to break up the mass of any window. Roll up and sliding doors are acceptable. Awnings that provide a minimum 3 feet of shelter from rain shall be installed unless other architectural elements are provided for similar protection, such as an arcade.**
- 4. As an alternative to the above standards G.1-3, the Old Town Design Standards (Section 9.202) may be applied to achieve this performance measure.**

The primary entrance is designed to angle towards Handley Street so that vehicles and pedestrians turning onto Handley from Cedar Brook Way will see the main entrance. In addition, the applicant has provided a small concrete "plaza" with entry doors on Handley. The elevations (Sheet A2.1 of Exhibit A) do not show significant articulation at the north entrance and it is recommended that an awning or some other distinctive architectural feature be provided at this entrance similar to, but perhaps smaller in scale to that of the entrance facing the parking lot.

The building is located as close to the property line as possible while staying outside the 8 foot PUE that is shown on the plans. It should be noted that a condition has been recommended previously to either vacate some existing slope and utility easements that currently run through the proposed building or relocate the building so that it is not within the easements. Even if the applicant is unable to vacate the easements in question or chooses to relocate the building, the building would meet the location standards if it is as close to the property line as possible.

The building elevations indicate the exterior of the building will be a combination of glass, concrete masonry and wood materials. It does not appear that any of the prohibited materials are proposed. This standard has not been fully met; however, the standards can be met by revising the north elevation so that it provides an awning or equal articulation at the north entrance to the building.

STAFF'S RECOMMENDED CONDITION: Prior to final site plan approval, submit revised plans that demonstrate the north elevation will have significant articulation via an awning or similar architectural detail to more clearly identify the northern entrance.

V. APPLICABLE CODE PROVISIONS

The applicable zoning district standards are identified in Chapter 2. The relevant criteria in Chapters 2, 5, 6 and 8 are discussed below. Chapter 9 is not applicable to this site plan application, as there are no Historic Resources on the site.

A. Chapter 2 - Land Use and Development

The applicable zoning district standards for this site are identified in Chapter 2.110 (General Commercial). In addition, 2.301 (Clear Vision Areas) is also applicable.

2.110 - General Commercial (GC) Zoning District

The applicable standards in Section 2.110 include: 2.110.02, 2.110.03, 2.110.04 and 2.110.05. Compliance with these standards is discussed below:

Permitted Uses (2.110.02, 2.110.03 and 2.110.04)

The GC zoning district provides for commercial uses which require larger parcels of land, and/or uses which involve products or activities which require special attention to environmental impacts. Sections 2.110.02, .03 and .04 list the permitted, conditional and prohibited uses in the GC zone.

Medical and dental offices are listed as permitted uses in 2.110.02.A, therefore the proposed use, a professional dental office building, complies.

Dimensional Standards (2.110.05)

Section 2.110.05 has the following dimensional standards in GC zones:

Lot area	10,000 sq ft
Lot width at front property line	70 feet
Lot width at building line	70 feet
Front yard setback	None, except when abutting a residential zone in which case, the front yard setback of that zone shall apply.
Side yard setback	None, except when abutting a residential zone or public park property, then there shall be a minimum of twenty (20) feet.
Rear yard setback	None, except when abutting a residential zone, then there shall be a minimum of twenty (20) feet
Height	Except as otherwise provided, the maximum height shall be fifty (50) feet, except that structures within one-hundred (100) feet of a residential zone shall be limited to the height requirements of that residential zone

The lot is 34,053 square feet and is approximately 100 x 74 feet. As the site is not adjacent to a residential zone other than across Cedar Brook Way, there are no setback requirements. The building is generally in the middle of the property, eight feet from the property line abutting Handley and ten feet from the rear property line (directly opposite and parallel to Handley Street). The proposal complies with the dimensional standards.

2.301 - Clear Vision Areas

Section 2.301 provides requirements for maintaining clear vision areas at intersections of 2 streets, a street and a railroad or a street and an alley or private driveway. In commercial zones, the minimum clear vision distance is fifteen (15) feet for streets and ten (10) feet at the intersection of a street and an alley, except that when the angle of intersection between streets, other than an alley, is less than thirty (30) degrees, the distance shall be twenty-five (25) feet. Where no yards are required, buildings may be constructed within the clear vision area.

The property has frontage on three streets, however Handley no longer connects to Pacific Highway and no vision clearance area is required in that location. The intersection of Cedar Brook Way and Handley shows a 15 foot vision clearance area. All the plans indicate a potential sign, however some plans indicate the sign is within the 15 foot vision clearance area and some indicate it is outside of the vision clearance area. Regardless, any sign will require separate approval and will be reviewed for compliance with vision clearance at that time. There are also two driveways requiring 10 foot triangles which are properly shown on the plans. The clear vision standards have been addressed.

B. Chapter 5 - Community Design

The applicable provisions of Chapter 5 include: 5.100 (Site Planning), 5.200 (Landscaping), 5.3 (Off-street parking and Loading), and 5.4 (On-site Circulation). Compliance with the standards in these sections is discussed below:

5.201 Landscape Plan

All proposed developments for which a site plan is required pursuant to Section 5.102 shall submit a landscaping plan which meets the standards of Section 5.200. All areas not occupied by structures, paved roadways, walkways, or patios shall be landscaped or maintained according to an approved site plan.

The landscape plans, sheet L1.0 show that all areas not covered with structures, walkways, paved roadways and parking on the site will be landscaped. The plans are silent in regards to the portion of ODOT right of way fronting SW Pacific Highway. Unless ODOT prohibits it, this area must also be landscaped with a variety of trees, lawn and shrubs and maintained by the property owner. This standard is not fully met because the applicant has not indicated proposed landscaping between the property line and the pavement. If the applicant submits either a revised landscape plan that includes this area or documentation from ODOT that they will not permit landscaping in this area, this standard will be met.

STAFF'S RECOMMENDED CONDITION: Prior to final site plan approval, submit either a revised landscape plan that includes the area along SW Pacific Highway between the property line and the pavement or submit documentation from ODOT that they will not permit landscaping in this area, and this standard will be met.

5.202 Landscaping Materials

5.202.01 Varieties - Required landscaped areas shall include an appropriate combination of evergreen or deciduous trees and shrubs, evergreen ground cover, and perennial plantings. Trees to be planted in or adjacent to public rights-of-way shall meet the requirements of Section 5.200.

The landscape plan provides a combination of trees, large and small shrubs, ground cover and lawn; therefore, this standard is satisfied.

5.202.02 Establishment of Healthy Growth and Size - Required landscaping materials shall be established and maintained in a healthy condition and of a size sufficient to meet the intent of the approved landscaping plan. Specifications shall be submitted showing that adequate preparation of the topsoil and subsoil will be undertaken.

The landscape plans do not provide information demonstrating how the landscape areas will be maintained and the preliminary utility plans do not show a proposed irrigation

system. It is possible for the applicant to meet this standard if they provide staff with sufficient information documenting how they intend to maintain the required landscaping.

Staff can not confirm that this standard will be met. If the applicant provides more information on the proposed planting and maintenance plan to ensure that the landscaping will be appropriately maintained, this standard will be met.

STAFF'S RECOMMENDED CONDITION: Prior to final site plan approval provide more information on the proposed planting and maintenance plan to ensure that the landscaping will be appropriately maintained.

5.202.04 Existing Vegetation - All developments subject to site plan review as per Section 5.102.01 and required to submit landscaping plans as per Section 5.202 shall preserve existing trees, woodlands and vegetation on the site to the maximum extent possible, as determined by the Commission, in addition to complying with the provisions of Section 8.304.07.

The majority of the property is vegetated with overgrown grass and weeds. Because a portion of the property includes vacated right of way, there are four street trees on the property. The applicant has indicated that three of the trees will be removed and one will be incorporated into the new landscaping. The landscape plans preserve vegetation that warrants preservation to the maximum extent possible. Therefore, this standard is satisfied.

5.203 Landscaping Standards

5.203.01 Perimeter Screening and Buffering - A minimum six (6) foot high sight-obscuring wooden fence, decorative masonry wall, or evergreen screen shall be required along property lines separating single and two-family uses from multi-family uses, and along property lines separating residential zones from commercial or industrial uses. In addition, plants and other landscaping features may be required by the Commission in locations and sizes necessary to protect the privacy of residences and buffer any adverse effects of adjoining uses.

The property does not abut a residential zone; therefore this standard does not apply.

5.203.02 – Parking and Loading Areas:

Total Landscaped Area (5.203.02.A) - All areas not covered by buildings, required parking, and/or circulation drives shall be landscaped with plants native to the Pacific Northwest in accordance with Section 5.200.

The plans show landscaping will be provided in all areas not covered by buildings, parking or circulation areas. However, it is not clear that the proposed plants are "native to the Pacific Northwest". This standard could easily be met if the landscape architect submits a letter certifying that the plants are native or are the most appropriate plants given the location and soils or if they modify the plant list to provide the required native plants.

Staff can not confirm that the plants proposed are native. However, staff is confident that this standard can be met if the applicant submits a letter certifying that the plants are native and/or most appropriate for the site or if they modify the plant list to provide the required native plants.

STAFF'S RECOMMENDED CONDITION: Submit a letter from the landscape architect certifying that the plants are native and/or are the most appropriate plants given the location and soils or modify the plant list to provide the required native plants.

Adjacent to Public Rights-of-Way (5.203.02.B) - A landscaped strip at least ten (10) feet in width shall be provided between rights-of-way and any abutting off street parking, loading, or vehicle use areas. Landscaping shall include any combination of evergreen hedges, dense vegetation, earth berm, grade, change in grade, wall or fence, forming a permanent year-round screen, excepting clear vision areas as per Section 2.303.

The landscape plan shows a minimum ten foot wide landscape strip around the perimeter of the parking lot adjacent to the public streets. The landscaping provided includes a combination of trees, shrubs and ground cover. The plans provide for evergreen shrubs (Otto Luyken and Glossy Abelia) as well as a grade differentiation along Cedar Brook Way which will provide a year round screening effect of the parking area. This standard is satisfied.

Perimeter Landscaping (5.203.02.C) - A ten (10) foot wide landscaped strip shall be provided between off-street parking, loading, or vehicular use areas on separate abutting properties or developments. A minimum six (6) foot high sight-obscuring fence or plantings shall also be provided, except where equivalent screening is provided by intervening buildings or structures.

The applicant's plans show a ten foot wide landscape strip between the parking areas and the adjacent property to the west. At the northern parking lot, the parking is separated between the adjacent property by a vegetated swale and retaining walls. In addition to landscaping, the southern parking area is separated from the adjacent property by the screened trash enclosure. No fencing is proposed. This standard has been met.

Interior Landscaping (5.203.02.D) - A minimum of fifty percent (50%) of required parking area landscaping shall be placed in the interior of the parking area. Landscaped areas shall be distributed so as to divide large expanses of pavement, improve site appearance, improve safety, and delineate pedestrian walkways and traffic lanes. Individual landscaped areas shall be no less than sixty-four (64) square feet in area and shall be provided after every fifteen (15) parking stalls in a row.

The Code does not currently specify the required amount of parking lot landscaping, however 10 percent is the number that has been used in the past. With that in mind, the applicant has approximately 18,265 square feet of parking and private circulation areas. Assuming 10% of that is required to be landscaped, the applicant must have 1,826 square feet of parking lot landscaping with 913 square feet in the interior. The applicant's narrative/plans indicate there is 5,373 square feet of landscaping within and around the parking areas and 1,016 within the interior of the parking lot. All of the landscape islands exceed 64 square feet and the longest distance between landscape islands is eight spaces. This standard is met.

Landscaping at Points of Access (5.203.02.E) - When a private access way intersects a public right-of-way or when a property abuts the intersection of two (2) or more public

rights-of-way, landscaping shall be planted and maintained so that minimum sight distances shall be preserved pursuant to Section 2.301.

This standard was addressed with Staff's recommended conditioned previously in this report under the clear vision area section.

5.203.03 - Visual Corridors

New developments shall be required to establish landscaped visual corridors along Highway 99W and other arterial and collector streets, consistent with the Natural Resources and Recreation Plan Map, Appendix C of the Community Development Plan, Part II, and the provisions of Section 8.304.

The TSP indicates SW Cedar Brook Way and the subject section of Handley are both local streets. Therefore, the visual corridor standards do not apply to those frontages. The property has frontage on Highway 99W, which requires a 25 foot visual corridor per Section 8.304.04 of the SZCDC. The applicant has submitted a landscape plan that shows a 25 foot visual corridor will be planted. Section 8.304.04.E requires that at least 50% of the visual corridor area include groupings of at least five (5) native evergreen trees. The plans show groupings of native evergreen trees exceeding 50% of the frontage; therefore this standard has been met. This standard has been met.

5.301 – General Off-street parking and loading

5.301.05 Prohibited Uses - Required parking, loading and maneuvering areas shall not be used for long-term storage or sale of vehicles or other materials, and shall not be rented, leased or assigned to any person or organization not using or occupying the building or use served.

Long-term storage of vehicles has not been proposed and is not anticipated.

5.301.06 Location - Residential off-street parking spaces shall be located on the same lot as the residential use. For other uses, required off-street parking spaces may include adjacent on-street parking spaces, nearby public parking and shared parking located within 500 feet of the use.

The proposed parking is located on the subject property and on the street adjacent to the subject property. More discussion and potential concerns about the amount of on-street parking relied upon is provided below in Section 5.302.

5.301.07 Marking - All parking, loading or maneuvering areas shall be clearly marked and painted. All interior drives and access aisles shall be clearly marked and signed to show the direction of flow and maintain vehicular and pedestrian safety.

The plans, specifically sheet A1.1-Figure 2, show parking spaces will be striped and compact spaces and ADA spaces will be clearly marked. The plans do not clearly indicate the loading area will be marked and a condition is needed to ensure this is shown on the plans. Verification of adequate markings and signage will occur during site inspections prior to occupancy permits.

Because the plans do not clearly indicate the loading area will be signed, staff can not confirm that this is met. If the applicant submits revised plans that clearly show the loading space will be identified as such, this standard will be met.

STAFF'S RECOMMENDED CONDITION: Prior to final site plan approval, submit a revised plan that clearly shows the loading space will be signed identifying it as loading.

5.301.08 - Drainage

Parking and loading areas shall include storm water drainage facilities approved by the City Engineer.

The plans show that catch basins will be located throughout the parking and circulation areas. The eastern parking lot will drain to a catch basin that will be piped to the water quality swale along the southern portion of the property. It appears that the water from the swale will then be collected and piped to SW Handley and that the run-off from the western parking lot will drain directly to a catch basin and be piped to the system in Handley without being treated. The Engineering Department provides discussion of this concept further in the report under V.C below. Because this is discussed and conditioned if needed further in this report, this standard is satisfied.

5.302 Off-street parking standards

5.302.02 – Minimum parking spaces

5.302.02 provides the required minimum and maximum parking spaces for uses permitted by the SZCDC. The required parking for medical or dental offices is 3.9 spaces per 1000 square feet of gross leasable area. The maximum parking is 5.9 parking spaces per 1000 square feet of gross leasable area.

The applicant's plans indicate the gross building area is 14,050 square feet and the gross leasable building area is 12,270 square feet. The applicant has indicated that the entire building will be dedicated for medical or dental offices. Based on the information presented, the minimum parking requirement is 48 parking spaces and the maximum is 72 parking spaces. The applicant has proposed to provide 38 parking spaces on-site and is proposing to utilize on-street parking for the remaining 10 parking spaces per Section 5.302.03.F.

Section 5.302.03.F allows a reduction of one off-street parking space for every on-street parking space adjacent to the development. For parallel spaces, the space must be adjacent to the development and must have 24 feet of uninterrupted curb. The curb space must be connected to the lot which contains the use. The applicant's plans show eight on-street parking spaces along Handley and two along Cedar Brook Way. Staff is concerned about the amount of on-street parking proposed for several reasons. Due to the width of Handley Street, parking will be limited to one side only. It is likely that the adjacent property owner to the north will seek to stagger the on-street parking so that some on-street parking is available for that development as well. As discussed below, Cedar Brook Way is anticipated to have no on-street parking near the intersection with Handley unless additional right of way is dedicated. Thus, the two proposed parking spaces along Cedar Brook Way must be removed from the calculation, leaving the applicant two spaces short of the minimum required.

Staff has identified three potential options to ensure the parking space requirement can comply with the elimination of the two on-street parking spaces along Cedar Brook Way:

1. Because the parking requirement for general office is 2.7 per 1000 square feet versus 3.9 per 1000 square feet for a medical/dental office, the first option is for a deed restriction which would limit 1,227 square foot or ten (10) percent of the building to general office uses which has a lower parking requirement. Staff believes that if this option were chosen areas distinctly used for billing or filing archives or storage could be counted as general office uses. Office space directly related to the daily operation of a medical or dental office could not be considered general office.
2. The second option is to reduce the size of the building (or gross leasable area) by 494 square feet for a total of 11,776 square feet of gross leasable area.
3. The third option is to utilize off-site parking as permitted by 5.302.03.G.1.b with a documented and binding parking agreement on property within 500 feet of the subject property. If the third option is chosen, the parking utilized from the off-site source may require further land use review for site development and approval of shared parking.

The applicant has not demonstrated adequate parking, however it is feasible for the applicant to do so by reducing the overall size of the medical-only office building, or by permanently reserving some of the leasable square footage for non-medical professional offices, or by providing other off-street, off-site parking. If the applicant demonstrates adequate parking, this standard will be satisfied.

STAFF'S RECOMMENDED CONDITION: Prior to final site plan approval provide demonstration of compliance with the minimum parking requirements. Three options have been identified within the staff report which will ensure this condition is met.

5.302.03.A – Dimensional Standards

For the purpose of Section 5.300, a "parking space" generally means a minimum stall nine (9) feet in width and twenty (20) feet in length. Up to twenty five percent (25%) of required parking spaces may have a minimum dimension of eight (8) feet in width and eighteen (18) feet in length so long as they are signed as compact car stalls.

Of the 38 on-site and eight on-street (see above discussion under section 5.302.02) parking spaces provided, twelve are proposed to be compact. Of the required 48 parking spaces for the 12,270 square feet of leasable building square footage the proposed compact spaces would meet the 25% requirement. If Option 1 or 2 in Section 5.302.02 above is chosen, a reduction of leasable square footage and required parking would mean that the twelve compact spaces would represent 26%. The applicant will need to convert one compact space to standard. It appears feasible to remove square footage from the parking lot landscape islands adjacent to spaces 7 or 8 shown in Figure 1 on sheet A1.1

All standard parking spaces are at least nine (9) feet wide and twenty (20) feet in length and the compact parking spaces are all at least eight (8) feet wide and eighteen (18) feet in length. The applicant has proposed to provide three foot wide planting strips beyond 17 foot stalls for many of the standard parking spaces in order to provide greater vegetation and less impervious surface area. The code does not specifically state that the entire

parking space must be paved and the intent is to provide the required 20 foot length with the curb serving as the wheel stop and landscaping within the vehicle overhang portion of the stall. While staff is supportive of the concept because it reduces run-off there is concern that the landscape plan shows shrubs that tend to grow 2-3 feet in height within this 3 foot parking landscape area. If the applicant revises the landscape plan to show very low growing ground cover in this area, the cars will be able to pull forward without harming the vegetation or the vehicles.

The dimensional standards for standard and compact spaces have not been fully met. If the applicant submits revised plans that show the reduction of one compact space and addition of one standard space and provides revised landscaping plans that shows low growing vegetation in the 3 foot portion of the parking spaces that will be landscaped, this standard will be fully met.

STAFF'S RECOMMENDED CONDITION: Prior to final site plan approval submit revised plans that show the reduction of one compact space and addition of one standard space and revised landscaping plans that shows low growing vegetation in the 3 foot portion of the parking spaces that will be landscaped.

5.302.03.B – Parking layout

Parking space configuration, stall and access aisle size shall be of sufficient width for all vehicle turning and maneuvering. Groups of more than four (4) parking spaces shall be served by a driveway so that no backing movements or other maneuvering within a street, other than an alley, will be required. All parking areas shall meet the minimum standards shown in Appendix G.

Appendix G indicates that aisle width for a compact or standard space parked at a 90 degree angle is 23 feet. The plans indicate that the aisle widths within the parking lot will be 23 feet. The standard parking spaces are 9 feet wide and twenty feet long after counting the 17 feet of pavement and the 3 foot parking lot landscape. The compact parking spaces are 8 feet wide and 18 feet long after counting 15 feet of pavement and the 3 foot parking lot landscaping. This standard is met.

5.302.03.C. – Wheel stops

Parking spaces along the boundaries of a parking lot or adjacent to interior landscaped areas or sidewalks shall be provided with a wheel stop at least four (4) inches high, located three (3) feet back from the front of the parking stall as shown in Appendix G.

The applicant has proposed wheel stops in some locations where the parking abuts parking (spaces 19-21 shown on figure 1 of sheet A1.1 of the applicant's submittal). In lieu of wheel stops adjacent to parking and sidewalks, the applicant has proposed curbs and a 3 foot landscape strip. This provides the same result while increasing pervious surface. Staff does not believe this request is contrary to existing code standards because essentially, the curb is acting as a wheel stop and the low growing landscaping (conditioned previously) acts to buffer and separate the vehicles from pedestrians and more formal required landscaping. The plans do not show wheel stops will be installed along the visual corridor area abutting Pacific Highway. The applicant can easily meet this standard by submitting revised plans that show wheel stops will be installed where the parking spaces abut the landscaped visual corridor.

This standard has not been satisfied but can easily be met with the submittal of revised plans that show wheel stops will be installed for the parking spaces abutting the landscaped visual corridor.

STAFF'S RECOMMENDED CONDITION: Prior to final site plan approval, submit a revised site plan that shows wheel stops will be provided for all parking spaces abutting the landscaped visual corridor.

5.302.03.E. - Bicycle Parking Facilities

This section provides standards for bicycle parking facilities. The following standards must be addressed/met:

- 1. Bicycle parking shall be conveniently located with respect to both the street right-of-way and at least one building entrance (e.g., no farther away than the closest parking space). Bike parking may be located inside the main building or protected or otherwise covered near the main entrance. If the first two options are unavailable, a separate shelter provided on-site is appropriate as long as it is coordinated with other street furniture.**
- 2. Visibility and Security. Bicycle parking shall be visible to cyclists from street sidewalks or building entrances, so that it provides sufficient security from theft and damage; Bicycle parking requirements for long-term and employee parking can be met by providing a bicycle storage room, bicycle lockers, racks, or other secure storage space inside or outside of the building;**
- 3. Bicycle parking shall be least as well lit as vehicle parking for security.**
- 4. Areas set aside for bicycle parking shall be clearly marked and reserved for bicycle parking only.**
- 5. Bicycle parking shall not impede or create a hazard to pedestrians. Parking areas shall be located so as to not conflict with vision clearance standards.**

Based on the elevations provided it does not appear that the bicycle parking will be covered via the awning at the front entrance. However, as discussed previously in this report, it is recommended that greater articulation be provided at this entrance to comply with 5.102.04.G. Assuming this recommended condition is imposed; item #1 above will be addressed. In addition, the applicant's plans show bicycle racks will be provided near the northwest front entrance of the building adjacent to Handley Street. While the location is convenient to the front entrance and clearly visible from the street, the location appears that it could impede pedestrian traffic into the building via this entrance. It is recommended that the bicycle rack be moved closer to the building so as to allow ample room for pedestrian access to the building. This will also help to minimize the amount of cover that is needed to shelter the bicycle parking spaces.

The Code requires one bicycle parking space for every 20 auto spaces in an office development. With more than 40 spaces required (48 based on the size of the building but 46 with the reduced building square footage), 3 bicycle parking spaces are required. The applicant has indicated that three will be provided, therefore this standard is met.

the location of the proposed bicycle rack will not comply with the standards. If the applicant complies with the condition below, this standard will be fully met.

STAFF'S RECOMMENDED CONDITION: Prior to final site plan approval, submit revised plans that show the bicycle rack will be moved closer to the building so as to allow ample room for pedestrian access to the building.

5.302.03.F. – Credit for On-Street Parking

1. On-Street Parking Credit. The amount of off-street parking required shall be reduced by one off-street parking space for every on-street parking space adjacent to the development. On-street parking shall follow the established configuration of existing on-street parking, except that angled parking may be allowed for some streets, where permitted by City standards. The following constitutes an on-street parking space: a. Parallel parking, each 24 feet of uninterrupted curb; b. 45/60 degree diagonal, each with 10 feet of curb; c. 90 degree (perpendicular) parking, each with 8 feet of curb; d. Curb space must be connected to the lot which contains the use; e. Parking spaces that would not obstruct a required clear vision area, nor any other parking that violates any law or street standard; and f. On-street parking spaces credited for a specific use may not be used exclusively by that use, but shall be available for general public use at all times. No signs or actions limiting general public use of on-street spaces is permitted.

Compliance with this standard has been discussed previously under Section V.B.5.302 above.

5.303 Off-Street Loading Standard

5.303.01.B indicates that the minimum standards for a loading area for non-residential uses shall not be less than ten (10) feet in width by twenty-five (25) feet in length and shall have an unobstructed height of fourteen (14) feet.

5.303.02 states that any area to be used for the maneuvering of delivery vehicles and the unloading or loading of materials shall be separated from designated off-street parking areas and designed to prevent the encroachment of delivery vehicles onto off-street parking areas or public streets. Off-street parking areas used to fulfill the requirements of Section 5.302 shall not be used for loading and unloading operations.

The applicant has proposed a 10 x 25 foot loading space near the rear of the building consistent with this standard. The loading space does not result in the obstruction of the drive aisle or required parking and does not block the trash and recycling receptacle located next to the loading space. As discussed and conditioned previously, this loading area will be clearly marked. This standard has been satisfied.

5.400 On-Site Circulation

5.401 – On-site pedestrian and bicycle circulation

On-site facilities shall be provided that accommodate safe and convenient pedestrian access within new subdivisions, multi-family developments, planned unit developments, shopping centers and commercial districts, and connecting to adjacent residential areas and neighborhood activity centers within one half mile of the development. Neighborhood activity centers include but are not limited to existing or planned schools, parks, shopping areas, transit stops or employment centers. All new development, (except single family detached housing), shall provide a continuous system of private pathways/sidewalks at least 6 feet wide.

The plans provide sidewalks along the Cedar Brook Way, Handley and Pacific Highway frontage as well as a six foot wide pedestrian connection to the primary entrance to the building. This standard is met.

5.401.02 – Joint Access

Two (2) or more uses, structures, or parcels of land may utilize jointly the same ingress and egress when the combined ingress and egress of all uses, structures, or parcels of land satisfied the other requirements of this Code, provided that satisfactory legal evidence is presented to the City in the form of deeds, easements, leases, or contracts to clearly establish the joint use.

This standard is not applicable as the grade of adjacent property and location of the subject property essentially preclude joint access and none is proposed.

5.401.03 Connection to Streets

A. Except for joint access as per Section 5.401.02, all ingress and egress to a use or parcel shall connect directly to a public street, excepting alleyways.

B. Required private sidewalks shall extend from the ground floor entrances or the ground floor landing of stairs, ramps or elevators to the public sidewalk or curb of the public street which provides required ingress and egress.

The plans indicate the entrances facing Handley and the entrance facing the western parking lot will be connected via private walkway to the public sidewalk. The southernmost entrance facing the eastern parking lot does not connect via a walkway. The Building Department indicates that because the entrance connects to the parking lot appropriate access appears to be provided (although formal plan review when building plans are submitted is necessary to fully confirm). It is not clear if this entrance is intended to be public or for staff access and emergency exit only. If the entrance is public, a clearly marked pedestrian walkway would be necessary; therefore it is recommended that the entrance be restricted.

Staff can not confirm that this standard has been fully met. If the applicant submits confirmation that the entrance facing the eastern parking lot will be restricted to employees only, this standard will be met.

STAFF'S RECOMMENDED CONDITION: Prior to final site plan approval, submit confirmation that the entrance facing the eastern parking lot will be restricted to employees only or provide revised plans showing a walkway connecting the entrance to the public walkway.

5.401.05 Access to Major Roadways

Points of ingress or egress to and from Highway 99W and arterials designated on the Transportation Plan Map, attached as Appendix C of the Community Development Plan, Part II, shall be limited as follows: C. all site plans for new development submitted to the City for approval after the effective date of this Code shall show ingress and egress from existing or planned local or collector streets, consistent with the Transportation Plan Map and Section VI of the Community Development Plan.

The proposal has frontage on Pacific Highway (an arterial) and Cedar Brook Way and Handley (both local streets). The applicant has provided all access (via two driveways) from Handley which has the lowest anticipated volume. Access spacing along Handley in relations to SW Cedar Brook Way is discussed later in this report in Section C. This standard is satisfied.

5.403 Minimum Non-Residential Standards

5.403.01.A Driveways states that commercial developments with 1-49 required parking spaces shall have 1 driveway that is a minimum of 24 feet in width.

While the required parking is between 1 and 49, the applicant has proposed two separate parking lots. Each parking lot must have driveway access that is accessible therefore each driveway must be 24 feet for a two-way driveway. The plans generally indicate the driveways will both be 24 feet; however, there are some discrepancies on the plans. In some instances, the driveways are shown as 23 feet. It should also be noted that the driveway dimensions appear to differ from the aisle width dimensions which allow 23 feet for 90 degree parking spaces. There are discrepancies in the plans, therefore staff can not confirm compliance. If the applicant submits revised plans that all show the minimum driveway width will be 24 feet, this standard will be met.

STAFF'S RECOMMENDED CONDITION: Prior to final site plan approval and on the public improvement plans, submit revised plans that clearly and consistently show the minimum driveway width will be 24 feet.

5.403.02. Sidewalks and Curbs

- A. Industrial and Commercial: A system of private pedestrian sidewalks/pathways extending throughout the development site shall connect to existing development, to public rights-of-way with or without improvements, to parking and storage areas, and to connect all building entrances to one another. The system shall also connect to transit facilities within 500 feet of the site, and future phases of development and whenever possible to parks and open spaces.**
- B. Curbs shall also be required at a standard approved by the Hearing Authority. Private pathways/sidewalks shall be connected to public rights-of-way along driveways but may be allowed other than along driveways if approved by the Hearing Authority.**
- C. Private Pathway/Sidewalk Design. Private pathway surfaces shall be concrete, brick/masonry pavers, or other durable surface, at least 6 feet wide and conform to ADA standards. Where the system crosses a parking area, driveway or street, it shall be clearly marked with contrasting paving materials or raised crosswalk (hump). At a minimum all crosswalks shall include paint striping.**
- D. Exceptions. Private pathways/sidewalks shall not be required where physical or topographic conditions make a connection impracticable, where buildings or other existing development on adjacent lands physically preclude a connection**

now or in the future considering the potential for redevelopment; or pathways would violate provisions of leases, restrictions or other agreements.

As discussed above, the southernmost entrance which faces the eastern parking lot does not connect to the public way via clearly marked walkways. Provided the entrance is not a public entrance, this appears to be acceptable. The eastern parking lot does not provide an access other than via the proposed driveway to the public sidewalk. It is recommended that a walkway be provided at the end of the parking lot out to the sidewalk along Handley to comply with these criteria. This standard has not been fully met. If the applicant complies with the condition below, this standard will be met.

STAFF'S RECOMMENDED CONDITION: Submit a revised plan that shows a pedestrian connection from the eastern parking lot to the sidewalk along Handley. One identified option is a connection at the end of the parking lot.

5.502 - Solid Waste Storage

All uses shall provide solid waste storage receptacles which are adequately sized to accommodate all solid waste generated on site. All solid waste storage areas and receptacles shall be located out of public view. Solid waste receptacles for multi-family, commercial and industrial uses shall be screened by six (6) foot high sight-obscuring fence or masonry wall and shall be easily accessible to collection vehicles.

The plans show the trash enclosure will be located on the southern portion of the property on the east side of the building. Pride Disposal has reviewed the proposal and indicated that trucks will have straight on access to the enclosure. However, the measurements shown appear to be the outside measurements of the enclosure and the inside measurements of the enclosure will need to be 10' deep and 20' wide. They also point out specific details that must be met in order to ensure the trucks can easily access the enclosure. Prior to final site plan approval, the applicant must submit verification that the plans have been accepted by Pride Disposal as accessible. The trash enclosures are designed to blend in with the overall development and are adequately screened.

Staff can not determine if this standard has been met. If the applicant obtains verification from Pride Disposal that the location of the trash and recycling receptacles and design can be easily accessed, this standard will be met.

STAFF'S RECOMMENDED CONDITION: Submit verification from Pride Disposal that the location of the trash and recycling receptacles and design can be serviced by their trucks.

C. Chapter 6 - Public Improvements

6.300-- Streets

6.302.01 – Required Improvements

Except as otherwise provided, all developments containing or abutting an existing or proposed street, that is either unimproved or substandard in right-of-way width or improvement, shall dedicate the necessary right-of-way prior to the issuance of building permits and/or complete acceptable improvements prior to issuance of occupancy permits.

6.302.04 Extent of Improvements

Streets required pursuant to Section 6.300 shall be dedicated and improved consistent with Chapter 6 of the Community Development Plan, the Transportation System Plan and applicable City standards and specifications included in the Standard Transportation Drawings, and shall include curbs, sidewalks, catch basins, street lights, and street trees. Improvements shall also include any bikeways designated on the Transportation System Plan map.

Catch basins shall be installed and connected to storm sewers and drainage ways. Upon completion of the improvements, monuments shall be re-established and protected in monument boxes at every public street intersection and all points of curvature and points of tangency of their center lines. Street signs shall be installed at all street intersections and street lights shall be installed and served from an underground source of supply unless other electrical lines in the development are not underground.

SW Handley Street: According to Figure 8-1 of the Transportation System Plan, (TSP), the section of Handley fronting this property is classified as a Local Street. An existing street served this site prior to improvement of the Meinecke Road/Hwy 99W intersection and portions of this street right of way still exist on the north side of this site.

The applicant proposes to replace the original street with a realigned half street section that includes parking on the south side of the street. Sheet C.4 of the Applicant's proposal notes that northern half street improvements would be completed by the neighbor to the north, although it seems likely that this would not occur until development of the property to the north. While this proposal seems feasible, it does not address the issue of temporary emergency and/or regular vehicular access, nor does it entirely address issues of long term vehicular ingress and egress. Additionally the issue of temporary access is somewhat exacerbated by including parking on the south side of an area proposed to receive only a half street improvement.

To address the issue of long term vehicular ingress and egress for dead end streets, the City typically requires the construction of cul-de-sacs. Cul-de-sacs should meet design criteria set forth by Tualatin Valley Fire & Rescue and at least include a drivable surface radius of 45 feet and a curb-tight 6-foot wide sidewalk for pedestrian connectivity. Street trees and lighting could be located behind the sidewalk. If necessary, the public area outside of the drivable surface and curb can be located within a public easement.

A less desirable alternate to a cul-de-sac is a "hammerhead" style turnaround. Design criteria for hammerheads can be seen on attachment C1 of the Engineering land use comments (Exhibit E) available from Tualatin Valley Fire and Rescue. The final design for hammerheads must also receive approval from the Engineering Department. Conceivably, portions of the hammerhead could be located on private property provided a public access easement was in place over the area in question.

To address the issue of temporary vehicle access, the applicant must build a street section wide enough to encompass two lanes of traffic for ingress and egress as well as the proposed parking lane. According to Figure 8-5a of the TSP the required width for two lanes of traffic and one lane of parking would be 28 feet of driving/parking surface. An

additional requirement of this land use action should be the construction of the cul-de-sac or "hammerhead" at the same time as the above street improvements.

As a side note, street details on Sheet C4 of the Applicant's design shows 4½-foot wide planter strips between the street and the sidewalk. A full 5-foot wide planter strip is required throughout the City.

SW Cedar Brook Way:

According to Figure 8-1 of the TSP, Cedar Brook Way is classified as a local street. Additionally, Figure 8-7 identifies Cedar Brook Way as a future *three* lane street. The purpose of this street is to provide local access to properties with frontage on Pacific Highway, where access is limited.

Given this information it seems likely that Cedar Brook Way could be designed as a modified neighborhood route with no parking on either side, thus accommodating a third lane in lieu of parking. In this scenario, the two on-street parking spaces proposed in the Applicant's design would be eliminated. Given the limited access and lack of maneuverability to these spaces, the Engineering Department recommends elimination of these spaces in the interest of public safety. Considering parking requirements of the code, eliminating these spaces will likely affect the parking calculations and possibly the size of the building. An acceptable alternate to eliminating the spaces would be increasing the width of right-of-way along the front of the applicant's property to include an 8-foot parking lane.

Another typical City requirement is for roads to extend to the farthest property boundary. This requirement affects the southern end of Cedar Brook Way. Given the future extension of Cedar Brook Way will require a bridge and/or large culvert, and determining the ultimate grade of the future road would be difficult without proper off-site engineering, the applicant's proposal to end the road about twenty feet shy of the property line is acceptable, provided sufficient right of way exists or is dedicated to the edge of the property.

Hwy 99W:

This is a state highway. Therefore, the applicant will need to meet the requirements of BOTH the state and the City for improvements and access to this road. When contradictions between the codes exist, the more stringent requirement shall prevail.

Design criteria from both the City of Sherwood and ODOT can be viewed on Attachment C2 of the Engineering land use comments (Exhibit E) submitted via email by Marah Danielson of ODOT. As can be seen, the ODOT requirements are more stringent, thus these are the conditions that the applicant must meet for improvements to Highway 99W. Please note that this detail depicts 3 lanes on Highway 99W as well as a bike lane, curb and gutter, a 5' landscape strip and 6' sidewalk.

Additional required items not shown in the ODOT diagram are the treatment and discharge of storm run-off from the existing frontage area and/or future frontage improvements as well as street trees required by Section 8.304.06 of the Code. As ODOT typically discourages street trees within their right-of-way, if necessary, the required trees can be planted just outside of the right-of-way or in other alternate locations pending approval from the Sherwood Planning Department. Please note: treatment of storm water from a public

source must occur in a public facility. Should the applicant desire, a storm treatment facility could be located within the required landscaped visual corridor, provided such facility is located within a public easement.

In viewing sheet C4 of the Applicant's proposal, it appears only a short section of new curb-tight sidewalk is proposed for the Highway 99W improvements. It is the recommendation of the Engineering Department that the above noted improvements for Highway 99W be required as conditions of the land use approval for this project. The street designs proposed do not fully comply with City and/or ODOT requirements. In order to fully comply, the conditions specified below must be satisfied.

STAFF'S RECOMMENDED CONDITIONS:

1. Prior to final site plan approval, obtain approval from ODOT for the public improvements along Pacific Highway, specifically:
 - a. Curb, sidewalk, bikeways and road widening shall be constructed as necessary to be consistent with the TSP and ODOT/ADA standards, whichever is more stringent
 - b. Right of way dedication as determined necessary to accommodate the planned cross section identified in the TSP.
 - c. ODOT Miscellaneous Permit for the work in the highway right of way
 - d. ODOT drainage permits for connection to the State highway drainage facilities.
2. Prior to approval of the public improvement plans along Handley and Cedar Brook Way, submit revised plans that show:
 - a. A cul-de-sac or hammerhead turnaround at the end of Handley consistent with TVF&R dimensional standards.
 - b. Handley street improvements that include two travel lanes in addition to the eight foot wide on-street parking proposed.
 - c. Cedar Brook Way improvements that include provisions for three lanes and removal of the two proposed on-street parking spaces.
3. Prior to final site plan approval, obtain approval from the Engineering Department for the public improvement plans along SW Handley and SW Cedar Brook Way and submit revised plans to the Planning Department that reflect the revised public improvements plans including easements.

6.303.01 Location and Design (Generally) - The location, width and grade of streets shall be considered in their relation to existing and planned streets, topographical conditions, and proposed land uses. The proposed street system shall provide adequate, convenient and safe traffic and pedestrian circulation, and intersection angles, grades, tangents, and curves shall be adequate for expected traffic volumes. Street alignments shall be consistent with solar access requirements as per Section 8.311, and topographical considerations.

As discussed above, the planned width of Handley is acceptable but will only allow parking on one side of the street. The planned width of Cedar Brook Way, as described above, will ensure safe traffic circulation with the extension of the street and at the intersection of Cedar Brook Way and Handley. This standard has been satisfied for Handley as proposed and has been conditioned previously to satisfy the standard for Cedar Brook Way.

6.303.02 Street Connectivity and Future Street Systems

- A. Future Street Systems.** The arrangement of public streets shall provide for the continuation and establishment of future street systems as shown on the Local Street Connectivity Map contained in the adopted Transportation System Plan (Figure 8-8).
- B. Connectivity Map Required.** New residential, commercial, and mixed use development involving the construction of new streets shall be submitted with a site plan that responds to and expands on the Local Street Connectivity map contained in the TSP.
- C. Block Length.** For new streets except arterials and principal arterials, block length shall not exceed 530 feet. The length of blocks adjacent to principal arterials shall not exceed 1,800 feet.
- D. Where streets must cross water features identified in Title 3 of the Urban Growth Management Functional Plan (UGMFP),** provide crossings at an average spacing of 800 to 1,200 feet, unless habitat quality or length of crossing prevents a full street connection.
- E. Where full street connections over water features identified in Title 3 of the UGMFP cannot be constructed in centers, main streets and station communities (including direct connections from adjacent neighborhoods), or spacing of full street crossings exceeds 1,200 feet,** provide bicycle and pedestrian crossings at an average spacing of 530 feet, unless exceptional habitat quality or length of crossing prevents a connection.
- F. Pedestrian and Bicycle Connectivity.** Paved bike and pedestrian accessways at least 8 feet wide, or consistent with cross section standards in Figure 8-6 of the TSP, shall be provided on public easements or right-of-way when full street connections are not possible, with spacing between connections of no more than 300 feet. Multi-use paths shall be built according to the Pedestrian and Bike Master Plans in the adopted Transportation System Plan.

The distance between SW Pacific Highway and SW Cedar Brook Way along SW Handley is approximately 374 feet and the lot width along SW Cedar Brook Way is less than 100 feet; thereby satisfying the block length standards. The site plan provides for the continuation of Cedar Brook Way. While Cedar Brook Way is not extended to the property line, it is extended to a point where, due to the off-site topography it can be designed and extended in the future. The subject site does not have any Title 3 resources, therefore standards "D" and "E" do not apply. The extension of Cedar Brook Way will ultimately cross a Title 3 resource but was determined to be a necessary impact when the Transportation System Plan was developed. Impacts associated with the extension will be reviewed and minimized when a future road extension is proposed.

Pedestrian and bicycle connections are provided on public streets consistent with the TSP design criteria with the exception of a walkway extending from Handley Street to the proposed sidewalk along Pacific Highway. The applicant's plans show this walkway extension, however it crosses private property and no easement is proposed. An easement is necessary to ensure the walkway is accessible to the public.

The applicant has not met the street connectivity standards. It is possible for the proposal to comply with this standard if the applicant complies with the condition listed below.

STAFF'S RECOMMENDED CONDITION: Prior to final site plan approval, submit a revised plan that shows a public access easement covering the walkway existing from Handley to the sidewalk along Pacific Highway.

6.303.03 Underground Utilities

All public and private underground utilities, including sanitary sewers and storm water drains, shall be constructed prior to the surfacing of streets. Stubs for service connections shall be long enough to avoid disturbing the street improvements when service connections are made.

The applicant has shown all improvements to serve their development will be located underground. Overhead utility lines are discussed further in this report under section 6.803. This standard has been met.

6.304.04 Future Extension - Where necessary to access or permit future subdivision of adjoining land, streets shall extend to the boundary of the development. Dead-end streets less than 100' in length shall either comply with City cul-de-sac standards of Section 6.305.06, or shall provide an interim hammerhead turnaround at a location that is aligned with the future street system as shown on the local street connectivity map.

A durable sign shall be installed at the applicant's expense. These signs shall notify the public of the intent to construct future streets. The sign shall read as follows: "This road will be extended with future development. For more information contact the City of Sherwood at 503-625-4202.

There will be approximately 90 feet of street constructed on Cedar Brook Way as part of this application. This dimension meets the hammerhead dimensional standards for emergency vehicle turnaround. The applicant has not proposed, but will be conditioned to show in their public improvement plans, the installation of a barricade with signage per this standard.

this standard has not been met. If the applicant includes the barricade location, design and signage in their public improvement plans for Engineering review and approval, this standard will be met.

STAFF'S PROPOSED CONDITION: Include the proposed barricade location, design and signage in the public improvements plans for Engineering review and approval.

6.304.15.B.1 – Roadway Access (Local streets) - Minimum right-of-way radius is fifteen (15) feet. Access will not be permitted within ten (10) feet of Point "B," if no radius exists, access will not be permitted within twenty-five (25) feet of Point "A." Access points near an intersection with a Neighborhood Route, Collector or Arterial shall be located beyond the influence of standing queues of the intersection in accordance with AASHTO standards.

The applicant was asked to provide additional documentation verifying that the westernmost access into the site was located beyond the influence of standing queues at the intersection of Handley and Cedar Brook Way. The applicant provided a memo prepared by Tom Schwab and Dan Seeman of Kittleson and Associates dated October 11, 2006 concluding that the intersection was safe. This memo is included as Exhibit G.

6.400 - Sanitary Sewers

Sanitary sewers shall be installed to serve all new developments and shall connect to existing sanitary sewer mains. Sanitary Sewers shall be constructed, located, sized and installed at standards consistent 6.402.01.

The applicant proposes to extend a new 6" sanitary lateral from the existing main line located in SW Handley Street.

This approach is acceptable to the City of Sherwood's Engineering Department, provided specifications and requirements set forth in the Clean Water Services Design and Construction Standards are met. The applicant's plans appear feasible, but will require review and approval of the public improvement plans before this can be confirmed.

STAFF'S RECOMMENDED CONDITION: Obtain approval from the Engineering Department for the required sanitary sewer connection prior to issuance of building permits.

6.500 – Water Supply

Water lines and fire hydrants conforming to City and Fire District standards shall be installed to serve all building sites in a proposed development in compliance with 6.500.

The applicant proposes to extend a new lateral and water meter from the existing main line located in SW Handley Street. As was discussed at the beginning of this report under Section I – Background, the actual location of the water line has been field verified in a different location than that shown on the plans. The line must be accurately reflected on the public improvement plans.

The City contracts with Tualatin Valley Water District (TVWD) for review and approval of engineering plans related to the water system. The City has no objections to the applicant's design but ultimately Tualatin Valley Water District will approve designs related to the water system. TVWD was asked to review the proposal and has provided no comments.

Tualatin Valley Fire and Rescue has reviewed the proposal and indicated in their comments that the applicant will need to confirm the fire flow and hydrant location.

The applicant's plans appear feasible but will require review and approval of the public improvement plans and confirmation from TVF&R that the hydrant location and flow is acceptable before this can be confirmed.

STAFF'S RECOMMENDED CONDITIONS:

1. Obtain approval from the Tualatin Valley Water District as verified in approved public improvement plans for the water system proposed.
2. Prior to final site plan approval, submit confirmation from TVF&R that the hydrant location and design shown in the public improvement plans is acceptable.

6.600 Storm Water

Storm water facilities, including appropriate source control and conveyance facilities, shall be installed in new developments and shall connect to the existing downstream drainage system consistent with the Comprehensive Plan.

The applicant proposes to treat storm water from the building and the east parking lot within an onsite swale prior to storm water discharge into the existing public system located in Handley Street. The applicant proposes to discharge *untreated* storm water from the west parking lot directly into the same public system.

The Engineering Department recommends that storm water from the west parking lot also be treated in the onsite swale prior to discharge into the public system. This could be accomplished with an alternate grade to the west parking lot and piping to the water quality facility. Other opportunities for storm treatment may also exist including piping to the existing public water quality facility provided it is adequately sized and designed to accommodate the additional discharge. Discharge to an existing public facility would require calculations showing capacity exists and a \$15,000 fee-in-lieu of payment for storm water treatment. Regardless of the storm design chosen, the applicant is required to meet specifications and requirements set forth by CWS for the public portion of the storm sewer as well as for the private water quality swale.

The applicant has not adequately shown how the storm water facilities will be addressed. However, it appears feasible to provide the necessary storm water facilities via two identified alternatives. If the applicant obtains approval from the Engineering Department showing the storm water facilities treating all of the site discharge in compliance with the CWS standards, this standard will be met.

STAFF'S RECOMMENDED CONDITION: Prior to approval of the public improvement plans, submit storm drainage plans that show how all of the water run-off will be treated in accordance with CWS standards. Two potential options identified include:

- 1.) directing all on-site runoff to the proposed water quality facility after verifying it is sized appropriately to accommodate all of the site runoff or up-grading as necessary or
- 2.) directing the western parking lot storm drainage to the existing water quality facility as proposed after verifying that it is adequately sized and paying the fee-in-lieu of \$15,000.

6.700 Fire Protection

When land is developed so that any commercial or industrial structure is further than 250 feet or any residential structure is further than 500 feet from an adequate water supply for fire protection, as determined by the Fire District, the developer shall provide fire protection facilities necessary to provide adequate water supply and fire safety.

Tualatin Valley Fire and Rescue (TVF&R) was given the opportunity to provide comments on the proposal. In their detailed letter (Exhibit D) they indicated that the hammerhead turnaround at the end of SW Handley is not acceptable as proposed and that the width of Handley Street would only allow parking on one side of the street. As this was already discussed and conditioned, no further condition is needed to ensure compliance with these issues. TVF&R also asked that the applicant provide the required turning radius at the

parking lot entrance and the end of the street turnaround and that the applicant provide fire flow calculations for the nearest hydrant.

Because TVF&R has indicated that the proposed turning radii for the driveway access and the hammerhead turnaround do not meet TVF&R standards, staff can not verify that fire protection facilities can be adequately provided to the site. If the applicant submits revised plans in compliance with TVF&R turning radius standards for the driveway and the hammerhead, this standard will be met.

STAFF'S RECOMMENDED CONDITION: Prior to final site plan approval submit revised plans that show compliance with TVF&R turning radius standards for the driveway and the hammerhead.

6.800 Public and Private Utilities

6.802 Standard

- A. Installation of utilities shall be provided in public utility easements and shall be sized, constructed, located and installed consistent with this Code, Chapter 7 of the Community Development Code, and applicable utility company and City standards.**
- B. Public utility easements shall be a minimum of eight feet in width unless a reduced width is specifically exempted by the City Engineer.**
- C. Where necessary, in the judgment of the City Manager or his designee, to provide for orderly development of adjacent properties, public and franchise utilities shall be extended through the site to the edge of adjacent property(ies).**
- D. Franchise utility conduits shall be installed per the utility design and specification standards of the utility agency.**
- E. Public Telecommunication conduits and appurtenances shall be installed per the City of Sherwood telecommunication design standards.**
- F. Exceptions: Installation shall not be required if the development does not require any other street improvements. In those instances, the developer shall pay a fee in lieu that will finance installation when street or utility improvements in that location occur.**

On-site utilities will be private. The plans show a standard eight foot PUE along all street frontages. In addition, easements exist over the portion of Handley that has been vacated. As discussed previously in this report, the applicant may seek to modify the easements; however the City would oppose the elimination of any easements that are needed for public utility purposes. In addition, Sherwood Broadband has requested that the applicant provide a conduit to the Sherwood Broadband network located at the south end of the property.

The public and private utility standards have not been fully addressed because public improvement plans have not been submitted showing all utilities including Sherwood Broadband. If the applicant submits public improvement plans for review and approval which shows all public utilities including Sherwood Broadband, this standard will be addressed.

STAFF'S RECOMMENDED CONDITION: Submit public improvement plans for review and approval which shows all public utilities including Sherwood Broadband.

6.803 – Underground facilities - Except as otherwise provided, all utility facilities, including but not limited to, electric power, telephone, natural gas, lighting, and

cable television, shall be placed underground, unless specifically authorized for above ground installation, because the points of connection to existing utilities make underground installation impractical, or for other reasons deemed acceptable by the Commission.

The Engineering Department noted that while the Code requires all existing overhead utilities be placed underground, an exception is noted where utility transmission lines operating at fifty thousand (50,000) volts or more are allowed to be overhead. There is an existing overhead line that is not shown on the plans and it is not clear if this is over 50,000 volts. The applicant must provide verification from PGE on the voltage or underground the line as part of their public improvements.

Staff can not confirm this standard is met. If the applicant submits a plan (as part of their public improvement plans) to underground the overhead utility lines along SW Pacific Highway or submits verification from PGE that the voltage exceed the exception criteria, this standard will be met.

STAFF'S CONDITION: Include in the public improvement plans a proposal to underground the overhead utility lines along SW Pacific Highway or submit verification from PGE that the voltage exceeds the exception criteria.

E. Chapter 8 - Environmental Resources

8.304.04 Visual Corridors

This standard was discussed under Section V.B.5.203 and found to be in compliance.

FINDING: This standard was discussed and conditioned to comply under Section 5.203.03

8.304.06 Trees Along Public Streets or on Other Public Property

Trees are required to be planted by the land use applicant a minimum of one (1) tree for every twenty-five (25) feet of public street frontage within any new development. Planting of such trees shall be a condition of development approval. The trees must be a minimum of two (2) inches DBH and minimum height of six (6) feet.

There are existing street trees along SW Handley that will need to be removed to accommodate this development and the re-alignment of Handley as a result of the street vacation. Sheet L1.0 shows new street trees along Handley will be planted approximately 30 feet on center and street trees along Cedar Brook will be planted approximately 25 feet on center. However, the Code specifically requires one for every 25 feet of frontage. The frontage along Handley is approximately 374 feet therefore 15 trees are required; eleven (11) are proposed. The frontage along Cedar Brook Way is approximately 100 feet, therefore four (4) trees are required and four (4) are proposed. The visual corridor along SW Pacific Highway includes trees, however, ODOT has indicated previously that they do not want additional street trees located along this arterial for safety and maintenance reasons

This standard is not met. If the applicant submits revised plans that clearly show a minimum of 15 street trees on Handley and 4 on Cedar Brook Way this standard will be satisfied.

STAFF'S RECOMMENDED CONDITION: Submit public improvement plans to the Engineering Department for review and approval which include no less than 15 street trees along Handley Street and four street trees along SW Cedar Brook Way.

8.304.07 - Trees on Property Subject to Certain Land Use Applications

All site developments subject to Section 5.202 shall be required to preserve trees or woodlands to the maximum extent feasible within the context of the proposed land use plan and relative to other policies and standards of the City Comprehensive Plan, as determined by the City.

The only existing trees on the site are street trees that were associated with the portion of Handley Street that has been vacated. There are four Cherry trees in the location of former right of way, two sweetgum trees that remain in the right of way along Handley and two crabapple trees along Cedar Brook Way. The arborist indicates that all four of the Cherry trees are in poor condition and are recommended for removal to accommodate the development. The arborist also recommends removal of the two sweetgum trees. While they are in fair condition, the goal is to create a consistent tree row along the Handley Street frontage. The arborist indicates that one of the crab apple trees along Cedar Brook is dead while the other is in good condition. The arborist recommends replacing the dead tree, maintaining the existing tree in good condition and providing two more to comply with the street tree requirement. Of the trees proposed to be removed, the only in fair condition or better are the two trees along the existing Handley Street right of way. These trees are each 8 inches in diameter at breast height (DBH) and would required 16 mitigation inches. The landscape plan demonstrates a significant number of trees to be planted. It appears feasible for the applicant to demonstrate that there are greater than 16 inches of trees proposed to be planted on the site that are not required by the landscaping standards in Chapter 5.

The applicant must indicate how 16 inches of trees will be mitigated before this standard will be fully met.

STAFF'S RECOMMENDED CONDITION: Prior to final site plan approval, submit documentation of how the 16 inches DBH of tree mitigation will be accomplished.

VII. DECISION

Based on a review of the application materials, the applicable code provisions, agency comments, Staff Report and staff testimony, it is the decision of the Hearings Officer to **APPROVE with conditions** SP 06-07 (Cedar Brook professional Building).

VII. CONDITIONS OF APPROVAL

- A. General Conditions - The following applies throughout development and occupancy of the site:
1. Compliance with the Conditions of Approval is the responsibility of the developer or its successor in interest.

2. This land use approval shall be limited to the preliminary plans submitted by the applicant and identified in Attachment 1 (list of exhibits), except as indicated in the following conditions of the Notice of Decision. Additional development or change of use may require a new development application and approval.
3. The developer is responsible for all costs associated with public facility improvements.
4. **This approval is valid for a period of two (2) years from the date of the decision notice.** Extensions may be granted by the City as afforded by the Sherwood Zoning and Community Development Code.
5. Unless specifically exempted in writing by the final decision, the development shall comply with all applicable City of Sherwood and other applicable agency codes and standards except as modified below:

B. Prior to grading the site:

1. Obtain City of Sherwood Building Department approval of grading plans and erosion control.
2. Any existing wells, septic systems and underground storage tanks shall be abandoned in accordance with Oregon state law, and verification of such shall be provided to the City Engineer.
3. A demolition permit shall be obtained from the Sherwood Building Department prior to demolishing any structures.
4. A temporary use permit must be obtained from the Planning Department prior to placing a construction trailer on-site.

C. Prior to approval of the public improvement plans, the plans shall be consistent with the Engineering design standards, submittal requirements and conditions contained in this decision and shall include:

1. Revised plans along Handley and Cedar Brook Way, submit revised plans that show:
 - a. A cul-de-sac or hammerhead turnaround at the end of Handley consistent with TVF&R dimensional standards.
 - b. Handley street improvements that include two travel lanes in addition to the eight foot wide on-street parking proposed.
 - c. Cedarbrook Way improvements that include provisions for three lanes and removal of the two proposed on-street parking spaces.
2. The proposed barricade location, design and signage in the public improvements plans for Engineering review and approval at the terminus of Cedar Brook Way.
3. Storm drainage plans that show how all of the water run-off will be treated in accordance with CWS standards. Two potential options identified include:
 - a. directing all on-site runoff to the proposed water quality facility after verifying it is sized appropriately to accommodate all of the site runoff or up-grading as necessary or
 - b. directing the western parking lot runoff to the existing storm water facility in Wyndham Ridge and directing the remainder of the site runoff to the proposed water quality

facility. The storm drainage plans must verify that both the existing storm water facility in Wyndham Ridge and the proposed water quality swale are adequately sized to treat storm water runoff from the site. If either of the facilities are not adequately sized for storm water runoff, an appropriate fee in lieu of storm water quality treatment may be assessed or the facility upgraded.

4. All public utilities including Sherwood Broadband.
5. Include in a proposal to underground the overhead utility lines along SW Pacific Highway or submit verification from PGE that the voltage exceed the exception criteria.
6. The plans shall include no less than 15 street trees along Handley Street and four street trees along SW Cedar Brook Way.

D. Prior to Final Site Plan approval, submit the following to the Planning Department.

1. Submit necessary documentation to the engineering department reflecting changes resulting from conditions contained in this report and verifying site acreage to obtain a Final Trip Certificate to comply with the Capacity Allocation Program.
2. Submit revised plans that demonstrate the north elevation will have significant articulation via an awning or similar architectural detail to more clearly identify the northern entrance.
3. Submit either a revised landscape plan that includes the area along SW Pacific Highway between the property line and the pavement or submit documentation from ODOT that they will not permit landscaping in this area, this standard will be met.
4. Provide more information on the proposed planting and maintenance plan to ensure that the landscaping will be appropriately maintained.
5. Submit a letter from the landscape architect certifying that the plants are native and/or are the most appropriate plants given the location and soils or modify the plant list to provide the required native plants.
6. Submit a revised plan that clearly shows the loading space will be signed identifying it as loading.
7. Provide demonstration of compliance with the minimum parking requirements. Three options have been identified within the staff report which will ensure this condition is met.
8. Submit revised plans that show the reduction of one compact space and addition of one standard space and revised landscaping plans that shows low growing vegetation in the 3 foot portion of the parking spaces that will be landscaped.
9. Submit a revised site plan that shows wheel stops will be provided for all parking spaces abutting the landscaped visual corridor.
10. Submit revised plans that show the bicycle rack will be moved closer to the building so as to allow ample room for pedestrian access to the building.
11. Submit revised plans that clearly and consistently show the minimum driveway width will be 24 feet.

12. Submit a revised plan that shows a pedestrian connection from the eastern parking lot to the sidewalk along Handley. One identified option is a connection at the end of the parking lot.
 13. Submit verification from Pride Disposal that the location of the trash and recycling receptacle and design can be serviced by their trucks.
 14. Prior to final site plan approval, obtain approval from ODOT for the public improvements along Pacific Highway, specifically:
 - a. Curb, sidewalk, bikeways and road widening shall be constructed as necessary to be consistent with the TSP and ODOT/ADA standards, whichever is more stringent
 - b. Right of way dedication as determined necessary to accommodate the planned cross section identified in the TSP.
 - c. ODOT Miscellaneous Permit for the work in the highway right of way
 - d. ODOT drainage permits for connection to the State highway drainage facilities.
 15. obtain approval from the Engineering Department for the public improvement plans along SW Handley and Cedar Brook Way and submit revised plans to the Planning Department that reflect the revised public improvements plans including easements.
 16. Submit a revised plan that shows a public access easement covering the walkway existing from Handley to the sidewalk along Pacific Highway.
 17. Obtain approval from the Engineering Department for the required sanitary sewer connection prior to issuance of building permits
 18. Obtain approval from the Tualatin Valley Water District as verified in approved public improvements plans for the water system proposed.
 19. Submit confirmation from TVF&R that the hydrant location and design shown in the public improvement plans is acceptable.
 20. Submit revised plans that show compliance with TVF&R turning radius standards for the driveway and the hammerhead.
 21. Submit documentation of how the 16 inches dbh of tree mitigation will be accomplished.
 22. The applicant will need to either modify the building locations or verify the exact location of utilities and submit a modified easement document covering the public utilities.
 23. Submit confirmation that the entrance facing the eastern parking lot will be restricted to employees only or provide revised plans showing a walkway connecting the entrance to the public walkway.
- E. Prior to issuance of building permits (other than grading):
1. Obtain approval from the Building Department, Engineering Department and Clean Water Services for the proposed storm drainage system on-site.
 2. Obtain final site plan approval from the Planning Department.

- F. Prior to receiving an occupancy permit for any unit:
1. The public improvements must be completed and accepted by the City and ODOT.
 2. The site improvements including but not limited to parking lot striping, landscaping, screening and walkways must be installed, inspected and approved by the Planning Department.
- G. On-going Conditions
1. The continual operation of the property shall comply with the applicable requirements of the Sherwood Zoning and Community Development Code.
 2. The site shall be maintained in accordance with the approved site plan. In the event that landscaping is not maintained, in spite of the assurances provided, this would become a code compliance issue.

DATED: December 22, 2006.



Paul Norr,
Hearings Officer

NOTICE OF APPEAL RIGHTS

The decision of the Hearings Officer detailed above will become final unless a petition for review (an appeal) is filed with the City Recorder not more than 14 calendar days after the date on which the Hearing Authority took final action on the land use application, or 14 calendar days after written notice of the action was mailed, whichever date applies, pursuant to the City of Sherwood Zoning & Community Development Code, Chapter 3.4. If the 14th day falls on a Saturday, Sunday or legal holiday, then the appeal period ends on the next business day. To file a petition for review (an appeal) contact the City of Sherwood Planning Department located at 22560 SW Pine Street, Sherwood, OR 97140, or telephone (503) 625-5522.

155 N. First Ave #130 Hillsboro, OR 97124-3-72
Phone: 503-846-8801 Fax: 503-846-3909

**Washington County
Assessment & Taxation**



To:	Susan & Jim	From:	Lisa Argyle
Fax:	503-625-6051		Accounting Assistant
Phone:		Pages:	3
Re:		Date:	10/28/13

- Urgent
 For Review
 Please Comment
 Please Reply
 Please Recycle

◆ **Comments**

2003-082221

Screen Print from AbleTerm session(TAX2-OAA)

11:51 AM 10/28/2013

* - - Property Data Selection Menu - -

Prop ID : R551209 (Real Estate) (619945) 15425 SW PLEASANT HILL
 Map Tax Lot: 2S131BA-02100 SHERWOOD, OR 97140
 Legal : ACRES 2.00

Situs : 22065 SW PACIFIC HWY, Year Built : 1962
 SHERWOOD, OR Living Area: 1550

Name(s) :
 Area : 088.10

Sale Info : 10/10/11 \$785,000

Deed Type : DW

Instrument: 2011071218

2013 Tax Status * Unpaid Taxes *

Current Levied Taxes : 4,568.80

Special Assessments :

2013 Roll Values

RMV Land	\$	574,770	(+)
RMV Improvements	\$	60,440	(+)
RMV Total	\$	635,210	(=)
Total Exemptions	\$	0	
M5 Net Value	\$	635,210	
M50 Assd Value	\$	239,860	

(1) Alt Disp (AD)

(4) Land/Impr (L)

(2) Primary (Y)

(5) Gen Appr (G)

(3) Secondary (SE)

(.) More

Enter Option from Above or <RET> to Exit: _

* - - Property Data Selection Menu - -
 Owner: KNOB PROPERTIES LLC
 Prop ID : R551209 (Real Estate) (619945) 15425 SW PLEASANT HILL
 Map Tax Lot: 2S131BA-02100 SHERWOOD, OR 97140
 Legal : ACRES 2.00

Situs : 22065 SW PACIFIC HWY, Year Built : 1962
 SHERWOOD, OR Living Area: 1550

Name(s) :
 Area : 088.10
 Sale Info : 10/10/11 \$785,000

2013 Roll Values

Deed Type : DW	RMV Land	\$	574,770	(+)
Instrument: 2011071218	RMV Improvements	\$	60,440	(+)
2013 Tax Status * Unpaid Taxes *	RMV Total	\$	635,210	(=)
Current Levied Taxes : 4,568.80	Total Exemptions	\$	0	
Special Assessments :	M5 Net Value	\$	635,210	
	M50 Assd Value	\$	239,860	

- | | | |
|-------------------|-------------------|------------------|
| (1) Alt Disp (AD) | (4) Land/Impr (L) | (5) Gen Appr (G) |
| (6) Ownership (O) | (7) History (H) | (.) More |

Enter Option from Above or <RET> to Exit:

- - Ownership, Sales and Deed History Screen - -

Property ID : R551209 2S131BA-02100
Legal Description: ACRES 2.00

Mort Code: Exemptions:
Mort Acct:

ID.	Buyer.....	Seller.....	Sales Info	Deed Info.....
1.	KNOB PROPERTIES LLC 15425 SW PLEASANT HILL SHERWOOD, OR 97140	WILLIAMS, ALLEN W AND PO BOX 1405 SHERWOOD, OR 97140	10/10/2011 \$785,000 20	Num.: 2011071218 Type: DW Date: 10/13/2011

PLOTTAGE

2.	WILLIAMS, ALLEN W AND PO BOX 1405 SHERWOOD, OR 97140	BRADY, WELBY D NADINE % WILLIAMS, ALLEN W/NAN RT 3 BOX 314D SHERWOOD, OR 97140	09/08/1989 \$96,000 Q	Num.: 89043394 Type: Date: 09/12/1989
----	--	---	-----------------------------	---

- - Enter 'C' to Continue Display - -

Enter 'A' for Alternate Display, D# for Display, 'INS' to Insert, ID# of a Deed Record, or <RET> to Exit: _____

- - Property Account Summary (R551209) - -

Property: R551209 2S131BA-02100 088.10 KNOB PROPERTIES LLC (619945)
 ACRES 2.00 15425 SW PLEASANT HILL
 SHERWOOD, OR 97140

	All	Batch: Inq -			Eff Date Paid: 10/28/2013
7.	2009.299474 0	4,091.82	3,969.07	<122.75>	3,969.07 10/29/09
8.	2010.299481 0	4,193.28	4,067.48	<125.80>	4,067.48 10/27/10
9.	2011.299928 0	4,284.71	4,156.17	<128.54>	4,156.17 10/14/11
10.	2012.301170 0	4,404.41	4,404.41	39.15	4,443.56 01/05/13

	Third Date Due	Levied Tax	Tax Due	Interest	Third Due	Balance Due
11.	Current Taxes for bill 2013.301540, Levied tax of 4,568.80					
	1/3 due Nov 15	1,522.94	1,522.94		1,522.94	1,522.94
	2/3	1,522.93	1,522.93	<60.92>	1,462.01	2,984.95
	3/3	1,522.93	1,522.93	<76.14>	1,446.79	4,431.74
		Total Due:	4,568.80	<137.06>	4,431.74	

*** End of Display ***

(P)revious	(U#) Up	(T)op	(.) More
------------	---------	-------	----------

Enter Option From Above, or <RET> or 'X' to Exit: _

- - Improvement Maintenance - -

Property ID: R551209 2S131BA-02100

Imp 1 Of 1

Owners Name: KNOB PROPERTIES LLC

Nbhd: ZSHW

Living Area/Value : 1,550 / \$86,230

- | | |
|--------------------------------|-------------------------------|
| 1. Type Imp : C | 7. Appr Method : C Cost Value |
| 2. Description : COMMERCIAL | 8. Cost Value : \$106,030 |
| 3. Bldg Type : CR1 (RESIDENCE) | 9. Income Value: \$0 |
| 4. Cmplx/Bldg : | 10. Trend Adj% : 57.00% |
| 5. M/S Zip Code: 97140 | RMV Imprv: \$60,440 |
| 6. Comment : OUTBLDGS NO VALUE | |

- - Improvement Segments - -

Seg ID	Type - Description.....	Class	Area	Mthd	RMV Total
S1	MA - MAIN AREA		1550	M/S	\$86,230
S2	GAR - GARAGE/APTS/COM		1214	M/S	\$19,800
Totals:			0		\$106,030

T-Trend	CM-Comment	SK-Sketch	N-NextPg	(.) More
---------	------------	-----------	----------	----------

Enter Seg ID or <RET> to Exit:

bing Maps

My Notes



On the go? Use m.bing.com to find maps, directions, businesses, and more



Bird's eye view maps can't be printed, so another map view has been substituted.

- - Improvement Maintenance - -

Property ID: R551209 2S131BA-02100

Imp 1 Of 1

Owners Name: KNOB PROPERTIES LLC

Nbhd: ZSHW

Living Area/Value : 1,550 / \$86,230

- | | |
|--------------------------------|-------------------------------|
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| 6. Comment : OUTBLDGS NO VALUE | |

- - Improvement Segments - -

Seg ID	Type - Description.....	Class	Area	Mthd	RMV Total
S1	MA - MAIN AREA		<u>1550</u>	M/S	\$86,230
S2	GAR - GARAGE/APTS/COM		<u>1214</u>	M/S	\$19,800
	Totals:		0		\$106,030

T-Trend	CM-Comment	S*-Add Seg	SK-Sketch	(.) More
---------	------------	------------	-----------	----------

Enter Field #, Seg ID, or <RET> to Exit:

R551209
 2S131BA-02100
 ACRES 2.00
 22065 SW PACIFIC HWY,
 SHERWOOD, OR
 088.10 2.00

KNOB PROPERTIES LLC
 15425 SW PLEASANT HILL
 SHERWOOD, OR 97140
 (619945)

10/28/13 2010 60,440
 12/01/10 ZSHW 574,770
 AF 635,210

	2013	574770	60440	635210	2010
IMP I1	2012	878170	49590	927760	2010
	2011	1411340	34820	1446160	2010
	2010	1411340	96820	1508160	2010
	2009	1411340	141580	1552920	2010

OUTBLDGS NO VALUE

I1.1: DR62,DU25,DL62,DD25
 I1.2: MR75,DR42,DU23,DL3,DU8,DL31,DD8
 DL8,DD23

```

      -----62-----:      ---31---:
      :                  :      8      8
      :                  :      --:    -:
      :                  :      :      :
      25      MA      25 :      GAR      :
      :                  :      23      23
      :                  :      :      :
      X-----62-----:      -----42-----:
  
```

10/10/11 785000 2011071218 DW
 09/08/89 96000 89043394
 09/01/79 96000 79037714 CT

58664 CVA AF 08/03/10 100
 58665 CVQ SH 07/31/04 100

0 1550 R0.5

I1	C COMMERCIAL	CR1				60,440
1.1	MA MAIN AREA	M/S	1550	0	100	86,230
1.2	GAR GARAGE/APTS/COM	M/S	1214	0	100	19,800

GEN COMM

25 ZSHW.2 FTL

2A

14.5 CRIC 70%;RCS 65%

45

574,770

Total

2.00A

Screen Print from AbleTerm session(TAX2-OAA)

11:51 AM 10/28/2013

* - - Property Data Selection Menu - - *

Prop ID : R2054289 (Real Estate) (556644) Owner: HANDLE PROPERTIES LLC
 Map Tax Lot: 2S130CD-01600 15425 SW PLEASANT HILL RD
 Legal : WYNDHAM RIDGE, LOT 13 & TRACT PT D, SHERWOOD, OR 97140
 ACRES .84

Situs : 17680 SW HANDLEY ST, Year Built : 2008
 SHERWOOD, OR Living Area: 14504

Name(s) :
 Area : 088.10

Sale Info :	2013 Roll Values
Deed Type : DW	RMV Land \$ 256,500 (+)
Instrument: 2007083189	RMV Improvements \$ 2,661,070 (+)
2013 Tax Status * Unpaid Taxes *	RMV Total \$ 2,917,570 (=)
Current Levied Taxes : 41,492.21	Total Exemptions \$ 0
Special Assessments :	M5 Net Value \$ 2,917,570
	M50 Assd Value \$ 2,178,320

(1) Alt Disp (AD)	(2) Primary (Y)	(3) Secondary (SE)
(4) Land/Impr (L)	(5) Gen Appr (G)	(.) More

Enter Option from Above or <RET> to Exit: _____



**First American
Title Company of Oregon**

Customer Service Department
121 SW Morrison Street Suite 300 - Portland, OR 97204
Phone: 503.219.TRIO (8746) Fax: 503.790.7872
Email: cs.portland@firstam.com
Today's Date : 10/28/2013

OWNERSHIP INFORMATION

Owner : **Knob Properties LLC**
CoOwner :
Site Address : 22065 SW Pacific Hwy Sherwood 97140
Mail Address : 15425 SW Pleasant Hill Rd Sherwood Or 97140
Telephone :

Bldg # 1 Of 1
Ref Parcel Number : 2S131BA 02100
Parcel Number : R0551209
T: 02S R: 01W S: 31 Q: NW QQ: NE
County : Washington (OR)

PROPERTY DESCRIPTION

Map Page Grid : 684 F6
Census Tract : 322.00 Block: 1
Neighborhood : ZSHW
Subdivision/Plat :
School District : Sherwood
Building Use : Residence
Land Use : 2010 Com,Improved
Legal : ACRES 2.00
:
:
:

ASSESSMENT AND TAX INFORMATION

Mkt Land : \$878,170
Mkt Structure : \$49,590
Mkt Total : \$927,760
%Improved : 5
M50AssdTotal : \$232,880
Levy Code : 08810
12-13 Taxes : \$4,404.41
Millage Rate : 18.9129
Zoning : LDR_PUD

PROPERTY CHARACTERISTICS

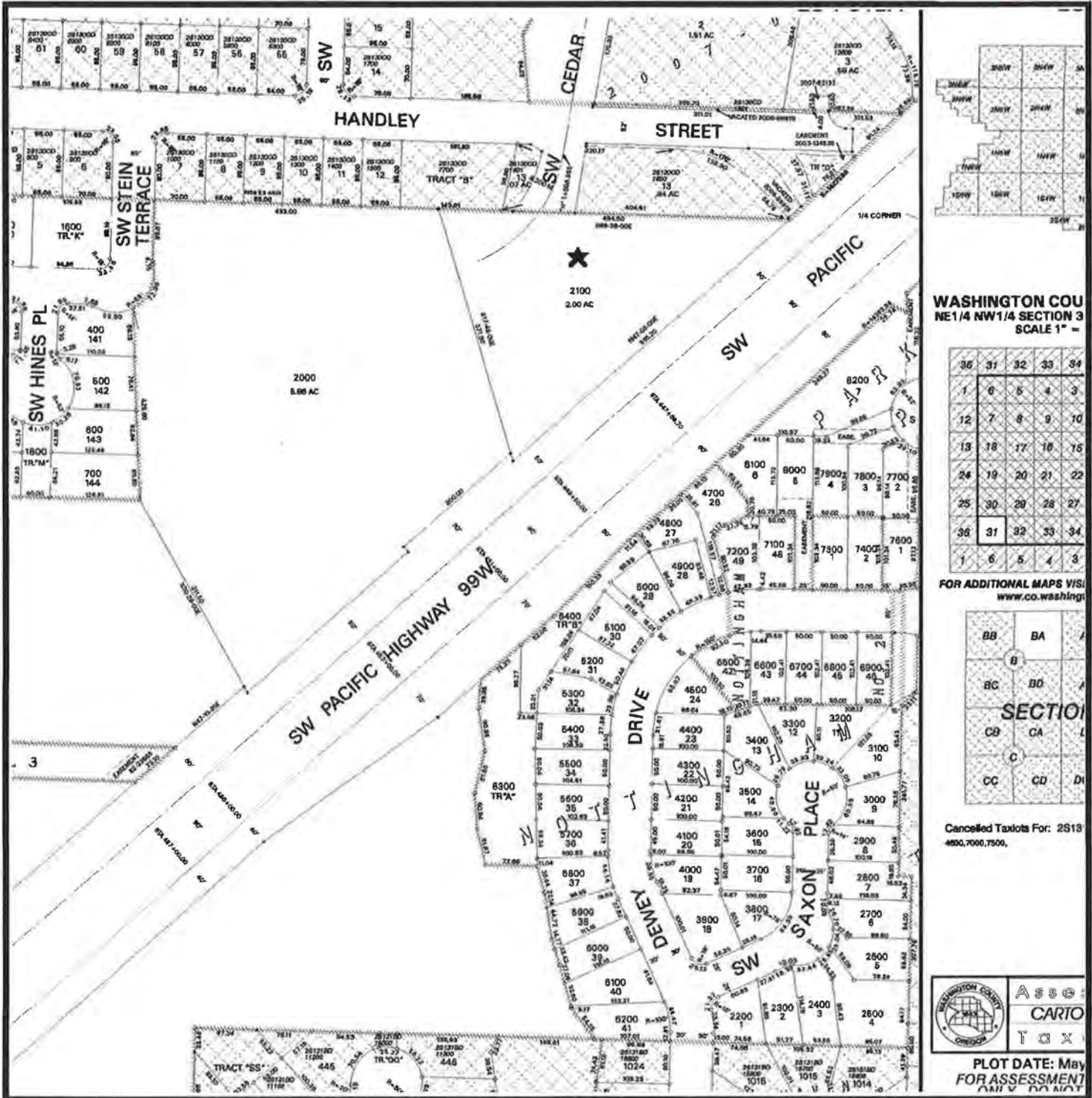
Bedrooms :	Year Built :	Patio SqFt :
Bathrooms :	EffYearBlt :	Deck SqFt :
Heat Method :	BsmFin SF :	ExtFinish :
Foundation :	BsmUnfinSF :	Const Type :
Lot Acres : 2.00	BldgSqFt : 1,550	Roof Shape :
Lot SqFt : 87,120	1stFirSF : 1,550	Roof Matl :
Garage Type : Garage	UpperFISF :	Porch SqFt :
Garage SF : 1,214	Attic SqFt :	Paving Matl :

TRANSFER INFORMATION

Owner Name(s)	Sale Date	Doc#	Sale Price	Deed Type	Loan Amount	Loan Type
:Knob Properties LLC	:10/13/2011	71218	:\$785,000 Full	:Warranty	:\$471,000	:Conven
:Williams Allen W & Nancy J	:09/12/1989	89043394	:\$96,000	:	:	:
:	:	:	:	:	:	:
:	:	:	:	:	:	:
:	:	:	:	:	:	:
:	:	:	:	:	:	:

This title information has been furnished, without charge, in conformance with the guidelines approved by the State of Oregon Insurance Commissioner. The Insurance Division cautions intermediaries that this service is designed to benefit the ultimate insureds. Indiscriminate use only benefiting intermediaries will not be permitted. Said services may be discontinued. No liability is assumed for any errors in this report.

Reference Parcel #: 2S131BA 02100



WASHINGTON COU
NE1/4 NW1/4 SECTION 3
SCALE 1" =

36	31	32	33	34
1	0	5	4	3
12	7	8	9	10
13	18	17	16	15
24	19	20	21	22
25	30	28	28	27
36	31	32	33	34
1	6	5	4	3

FOR ADDITIONAL MAPS VISIT
www.co.washington.or.us

BB	BA	AA
B		
BC	BD	AD
CB	CA	LD
C		
CC	CD	DD

SECTION

Cancelled Taxlots For: 2S13
4000,7000,7500.



PLOT DATE: May
FOR ASSESSMENT ONLY DO NOT



First American
Title Company of Oregon

Customer Service Department
121 SW Morrison Street Suite 300 Portland, OR 97204
Phone: 503.219.TRIO (8746) Fax: 503.790.7872
Email: cs.portland@firstam.com

THIS MAP IS PROVIDED AS A CONVENIENCE IN LOCATING PROPERTY. FIRST AMERICAN TITLE COMPANY OF OREGON ASSUMES NO LIABILITY FOR ANY VARIATIONS AS MAY BE DISCLOSED BY AN ACTUAL SURVEY

Recorded by TICOR TITLE

3626039367

15
31
785

Washington County, Oregon 2011-071218
10/13/2011 10:55:02 AM
D-DW Cit=1 56n=7 K GRUNEWALD
\$15.00 \$5.00 \$11.00 \$15.00 \$785.00 - Total = \$831.00



01638804201100712180030037

I, Richard Heberich, Director of Assessment and Taxation and Ex-Officio County Clerk for Washington County, Oregon, do hereby certify that the within instrument of writing was received and recorded in the books of records of said County.
Richard Heberich
Richard Heberich, Director of Assessment and Taxation, Ex-Officio County Clerk



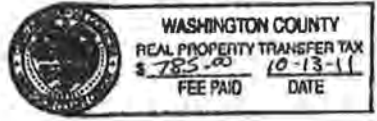
RECORDING REQUESTED BY:
GRANTOR'S NAME:
Allen W. Williams and Nancy J. Williams

GRANTEE'S NAME:
Knob Properties, LLC

SEND TAX STATEMENTS TO:
Knob Properties, LLC
15425 SW Pleasant Hill
Sherwood, OR 97140

AFTER RECORDING RETURN TO:
Knob Properties, LLC
15425 SW Pleasant Hill
Sherwood, OR 97140

Escrow No: 3626039367LWF-TTPOR55
R551209, 2S131BA-02100
22065 SW Pacific Highway
Sherwood, OR



SPACE ABOVE THIS LINE FOR RECORDER'S USE

STATUTORY WARRANTY DEED

Allen W. Williams and Nancy J. Williams, as tenants by the entirety Grantor, conveys and warrants to

Knob Properties, LLC, a Oregon limited liability company, Grantee, the following described real property, free and clear of encumbrances except as set forth in Exhibit A attached hereto, situated in the County of Washington, State of Oregon:

Beginning at a point on the North line of Section 31, Township 2 South, Range 1 West of the Willamette Meridian, in the City of Sherwood, County of Washington and State of Oregon, which point is South 89°38' East 433 feet from the Northwest corner of that certain tract of land deeded by Harry H. Unger to Frank I. Zell and Mary J. Zell, husband and wife, on April 28, 1943, recorded May 3, 1943 in Deed Book 217, Page 343; running thence South 17°48' East 371.9 feet to the Northerly boundary line of the Westside Pacific (State) Highway; thence Northeasterly along the Northerly boundary line of said Highway 516.2 feet to the point where said Northerly boundary line intersects the North line of said Section 31; thence North 89°38' West 494.5 feet along the North line of said Section 31 to the point of beginning.

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, AND SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009. 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, AND SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009.

THE TRUE AND ACTUAL CONSIDERATION FOR THIS CONVEYANCE IS \$785,000.00. (See ORS 93.030)

DATED: October 7, 2011 *19 (PW)*

3626039367LWF-TTPOR55
Deed (Warranty-Statutory)

Allen W. Williams
Allen W. Williams
Nancy J. Williams
Nancy J. Williams

State of OREGON
COUNTY of Clackamas

This instrument was acknowledged before me on 10-10, 2011
by Allen W. Williams and Nancy J. Williams

Laura W. Flynn Notary Public - State of OREGON
My commission expires: 10-23-2011



3826039387LWF-TTPOR55
Deed (Warranty-Statutory)

EXHIBIT A

ENCUMBRANCES:

1. Property taxes in an undetermined amount, which are a lien but not yet payable, including any assessments collected with taxes to be levied for the fiscal year 2011-2012.
2. Rights of the public to any portion of the Land lying within the area commonly known as
S.W Pacific Highway.
3. The herein described Land has no rights of ingress and egress to the thoroughfare named below, except across that portion of the boundary line herein after set forth, such rights having been:

Relinquished by a deed to the State of Oregon
Recording Date: November 20, 1954
Recording No: Book 362, Page 685
Street name: SW Pacific Highway

Amended by Instrument

Recording Date: March 12, 1955
Recording No.: Book 366, Page 567
4. The herein described Land has no rights of Ingress and egress to the thoroughfare named below, except across that portion of the boundary line herein after set forth, such rights having been:

Relinquished by a deed to the State of Oregon
Recording Date: May 22, 2003
Recording No: 2003-082221
Street name: SW Pacific Highway

Recorded by TICOR TITLE

3026299367

NO PART OF ANY STEVENS-NESS FORM MAY BE REPRODUCED IN ANY MANNER WITHOUT THE WRITTEN PERMISSION OF TITLE INSURANCE COMPANY OF OREGON

D-M Cnt=1 \$m=7 K GRUENEWALD \$40.00 \$5.00 \$11.00 \$15.00 - Total = \$71.00

TRUST DEED

Knob Properties, LLC
 15425 SW Pleasant Hill
 Sherwood, OR 97140
 Grantor's Name and Address
 Allen and Nancy Williams

Beneficiary's Name and Address
 Don Richards
 8995 SW Miley Rd Ste 201
 PO Box 1488
 Wilsonville, OR 97070

ST. 0163860720100712210080082
 Richard Hobermicht, Director of Assessment and Taxation and Ex-Officio County Clerk for Washington County, Oregon, do hereby certify that the within instrument of writing was received and registered in the book of records of said county.

Richard Hobermicht, Director of Assessment and Taxation, Ex-Officio County Clerk

NO. _____, Records of this County.



SPACE RESERVED FOR RECORDERS USE

Witness my hand and seal of County affixed.

By _____ Deputy.

THIS TRUST DEED, made on October 7, 2011, between Knob Properties, LLC, an Oregon limited liability company, as Grantor, Ticor Title Company, as Trustee, and Allen W. Williams and Nancy J. Williams, as Beneficiary,

WITNESSETH:

Grantor irrevocably grants, bargains, sells and conveys to trustee, in trust, with power of sale, the property in Washington County, Oregon, described as:

SEE EXHIBIT "A"

together with all and singular the tenements, hereditaments and appurtenances and all other rights thereto belonging or in any way now or hereafter appertaining, and the rents, issues and profits thereof, and all fixtures now or hereafter attached to or used in connection with the property.

FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the sum of Two Hundred Thirty Five Thousand and no/100 (\$235,000.00)

Dollars, with interest thereon according to the terms of a promissory note of even date herewith, payable to beneficiary or order and made by grantor, the final payment of principal and interest, if not sooner paid, to be due and payable on October 12, 2011

The date of maturity of the debt secured by this instrument is the date, stated above, on which the final installment of the note becomes due and payable. Should the grantor either agree to, attempt to, or actually sell, convey, or assign all (or any part) of the property, or all (or any part) of grantor's interest in it without first obtaining the written consent or approval of the beneficiary, then, at the beneficiary's option, all obligations secured by this instrument, irrespective of the maturity date expressed therein, or herein, shall become immediately due and payable. The execution by grantor of an earnest money agreement does not constitute a sale, conveyance or assignment.

- To protect the security of this trust deed, grantor agrees:
- To protect, preserve and maintain the property in good condition and repair; not to remove or demolish any building or improvement thereon; and not to commit or permit any waste of the property.
 - To complete or restore promptly and in good and habitable condition any building or improvement which may be constructed, damaged or destroyed thereon, and pay when due all costs incurred therefor.
 - To comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting the property; if the beneficiary so requests, to join in executing such financing statements pursuant to the Uniform Commercial Code as the beneficiary may require, and to pay for filing the same in the proper public office or offices, as well as the cost of all lien searches made by filing officers or searching agencies as may be deemed desirable by the beneficiary.
 - To provide and continuously maintain insurance on the buildings now or hereafter erected on the property against loss or damage by fire and other hazards, as the beneficiary may from time to time require, in an amount not less than \$ 1,000,000.00, written by one or more companies acceptable to the beneficiary, with loss payable to the trustee. All policies of insurance shall be delivered to the beneficiary as soon as issued. If the grantor shall fail for any reason to procure any such insurance and to deliver the policies to the beneficiary at least fifteen days prior to the expiration of any policy of insurance now or hereafter placed on the buildings, the beneficiary may procure the same at grantor's expense. The amount collected under any fire or other insurance policy may be applied by beneficiary upon any indebtedness secured hereby and in such order as beneficiary may determine, or at option of beneficiary the entire amount so collected, or any part thereof, may be released to grantor. Such application or release shall not cure or waive any default or non-compliance of grantor or invalidate any act done pursuant to such notice.
 - To keep the property free from construction liens and to pay all taxes, assessments and other charges that may be levied or assessed upon or against the property before any part of such taxes, assessments and other charges becomes past due or delinquent and promptly deliver receipts therefor to beneficiary. Should the grantor fail to make payment of any taxes, assessments, insurance premiums, liens or other charges payable by grantor, either by direct payment or by providing beneficiary with funds with which to make such payment, beneficiary may, at its option, make payment thereof, and the amount so paid, with interest at the rate set forth in the note secured hereby, together with the obligations described in paragraphs 6 and 7 of this trust deed, shall be added to and become a part of the debt secured by this trust deed, without waiver of any rights arising from breach of any of the covenants hereof. For such payments, with interest as aforesaid, the property hereinbefore described, as well as the grantor, shall be bound to the same extent that they are bound for the payment of the obligation herein described. All such payments shall be immediately due and payable without notice, and the nonpayment thereof shall, at the option of the beneficiary, render all sums secured by this trust deed immediately due and payable and shall constitute a breach of this trust deed.
 - To pay all costs, fees and expenses of this trust, including the cost of title search, as well as the other costs and expenses of the trustee incurred in connection with or in enforcing this obligation, and trustee and attorney fees actually incurred.
 - To appear in and defend any action or proceeding purporting to affect the security rights or powers of beneficiary or trustee; and in any suit, action or proceeding in which the beneficiary or trustee may appear, including any suit for the foreclosure of this deed or any suit or action related to this instrument, including but not limited to its validity and/or enforceability, to pay all costs and expenses, including evidence of title and the beneficiary's or trustee's attorney fees. The amount of attorney fees mentioned in this paragraph in all cases shall be fixed by the trial court, and in the event of an appeal from any judgment or decree of the trial court, grantor further agrees to pay such sum as the appellate court shall adjudge reasonable as the beneficiary's or trustee's attorney fees on such appeal.
 - It is mutually agreed that:
 - In the event that any portion or all of the property shall be taken under the right of eminent domain or condemnation, beneficiary shall have the right, if it so elects, to require that all or any portion of the monies payable as compensation for such taking which are in excess of the amount required to pay all reasonable costs, expenses and attorney fees necessarily paid or incurred by grantor in such proceedings, shall be paid to beneficiary and applied by it first upon any reasonable costs and expenses and attorney fees, both in the trial and appellate courts, necessarily paid or incurred by beneficiary in such proceedings, and the balance applied upon the indebtedness secured hereby. Grantor agrees, at its own expense, to take such actions and execute such instruments as shall be necessary in obtaining such compensation promptly upon beneficiary's request.

NOTE: The Trust Deed Act provides that the trustee hereunder must be either an attorney who is an active member of the Oregon State Bar, a bank, trust company or savings and loan association authorized to do business under the laws of Oregon or the United States, a title insurance company authorized to insure title to real property of this state, its subsidiaries, affiliates, agents or branches, the United States or any agency thereof, or an escrow agent licensed under ORS 606.506 to 606.508.

*WARNING: 12 USC 1701j-3 requires and may prohibit disclosure of this opinion.

**The publisher suggests that such an agreement address the issue of obtaining beneficiary's consent in complete detail.

9. At any time, and from time to time upon written request of beneficiary, payment of its fees and presentation of this deed and the note for endorsement (in case of full reconveyance, for cancellation), without affecting the liability of any person for the payment of the indebtedness, trustee may (a) consent to the making of any map or plat of the property; (b) join in granting any easement or creating any restriction thereon; (c) join in any subdivision or other agreement affecting this deed or the lien or charge thereon; or (d) reconvey, without warranty, all or any part of the property. The grantor in any reconveyance may be described as the "person or persons legally entitled thereto," and the recitals therein of any matters or facts shall be conclusive proof of the truthfulness thereof. Trustee fees for any of the services mentioned in this paragraph shall be not less than \$5.

10. Upon any default by grantor hereunder, beneficiary may, at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of the property or any part thereof, in its own name and or otherwise collect the rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney fees, upon any indebtedness secured hereby, and in such order as beneficiary may determine.

11. The entering upon and taking possession of the property, the collection of such rents, issues and profits, or the proceeds of fire and other insurance policies or compensation or awards for any taking or damage of the property, and the application or release thereof as aforesaid, shall not cure or waive any default or notice of default hereunder, or invalidate any act done pursuant to such notice.

12. Upon default by grantor in payment of any indebtedness secured hereby or in grantor's performance of any agreement hereunder, time being of the essence with respect to such payment and/or performance, the beneficiary may declare all sums secured hereby immediately due and payable. In such event, the beneficiary may elect to proceed to foreclose this trust deed in equity as a mortgage or direct the trustee to foreclose this trust deed by advertisement and sale, or may direct the trustee to pursue any other right or remedy, either at law or in equity, which the beneficiary may have. In the event the beneficiary elects to foreclose by advertisement and sale, the beneficiary or the trustee shall execute and cause to be recorded a written notice of default and election to sell the property to satisfy the obligation secured hereby whereupon the trustee shall fix the time and place of sale, give notice thereof as then required by law and proceed to foreclose this trust deed in the manner provided in ORS 86.735 to 86.795.

13. After the trustee has commenced foreclosure by advertisement and sale, and at any time prior to 5 days before the date the trustee conducts the sale, the grantor or any other person so privileged by ORS 86.753 may cure the default or defaults. If the default consists of a failure to pay, when due, sums secured by the trust deed, the default may be cured by paying the entire amount due at the time of the cure other than such portion as would not then be due had no default occurred. Any other default that is capable of being cured may be cured by tendering the performance required under the obligation or trust deed. In any case, in addition to curing the default or defaults, the person effecting the cure shall pay to the beneficiary all costs and expenses actually incurred in enforcing the obligation of the trust deed, together with trustee and attorney fees not exceeding the amounts provided by law.

14. Otherwise, the sale shall be held on the date and at the time and place designated in the notice of sale or the time to which the sale may be postponed as provided by law. The trustee may sell the property either in one parcel or in separate parcels and shall sell the parcel or parcels at auction to the highest bidder for cash, payable at the time of sale. Trustee shall deliver to the purchaser its deed in form as required by law conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in the deed of any matters of fact shall be conclusive proof of the truthfulness thereof. Any person, including the trustee, but including the grantor and beneficiary, may purchase at the sale.

15. When trustee sells pursuant to the powers provided herein, trustee shall apply the proceeds of sale to payment of: (1) the expenses of sale, including the compensation of the trustee and a reasonable charge by trustee's attorney; (2) to the obligation secured by the trust deed; (3) to all persons having recorded liens subsequent to the interest of the trustee in the trust deed as their interests may appear in the order of their priority; and (4) the surplus, if any, to the grantor, or to any successor in interest entitled to such surplus.

16. Beneficiary may, from time to time, appoint a successor or successors to any trustee named herein or to any successor trustee appointed hereunder. Upon such appointment, and without conveyance to the successor trustee, the latter shall be vested with all title, powers and duties conferred upon any trustee herein named or appointed hereunder. Each such appointment and substitution shall be made by written instrument executed by beneficiary, which, when recorded in the mortgage records of the county or counties in which the property is situated, shall be conclusive proof of proper appointment of the successor trustee.

17. Trustee accepts this trust when this deed, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other deed of trust or of any action or proceeding in which grantor, beneficiary or trustee shall be a party unless such action or proceeding is brought by trustee.

The grantor covenants to and agrees with the beneficiary and the beneficiary's successors in interest that the grantor is lawfully seized in fee simple of the real property and has a valid, unencumbered title thereto, except as may be set forth in any addendum or exhibit attached hereto, and that the grantor will warrant and forever defend the same against all persons whomsoever.

WARNING: Unless grantor provides beneficiary with evidence of insurance coverage as required by the contract or loan agreement between them, beneficiary may purchase insurance at grantor's expense to protect beneficiary's interest. This insurance may, but need not, also protect grantor's interest. If the collateral becomes damaged, the coverage purchased by beneficiary may not pay any claim made by or against grantor. Grantor may later cancel the coverage by providing evidence that grantor has obtained property coverage elsewhere. Grantor is responsible for the cost of any insurance coverage purchased by beneficiary, which cost may be added to grantor's contract or loan balance. If it is so added, the interest rate on the underlying contract or loan will apply to it. The effective date of coverage may be the date grantor's prior coverage lapsed or the date grantor failed to provide proof of coverage. The coverage beneficiary purchases may be considerably more expensive than insurance grantor might otherwise obtain alone and may not satisfy any need for property damage coverage or any mandatory liability insurance requirements imposed by applicable law.

The grantor warrants that the proceeds of the loan represented by the above described note and this trust deed are (choose one):*

(a) primarily for grantor's personal, family or household purposes (see Important Notice below);

(b) for an organization, or (even if grantor is a natural person) are for business or commercial purposes.

This deed applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, administrators, executors, personal representatives, successors and assigns. The term beneficiary shall mean the holder and owner, including pledgee, of the contract secured hereby, whether or not named as a beneficiary herein.

In construing this trust deed, it is understood that the grantor, trustee and/or beneficiary may each be more than one person; that if the context so requires, the singular shall be taken to mean and include the plural, and that generally all grammatical changes shall be made, assumed and implied to make the provisions hereof apply equally to corporations and to individuals.

IN WITNESS WHEREOF, the grantor has executed this instrument the day and year first written above.

*IMPORTANT NOTICE: Delete, by lining out, whichever warranty (a) or (b) is inapplicable. If warranty (a) is applicable and the beneficiary is a creditor as such word is defined in the Truth-in-Lending Act and Regulation Z, the beneficiary MUST comply with the Act and Regulation by making required disclosures. If compliance with the Act is not required, disregard this notice.

Knob Properties, LLC

By:

Nathan S. Doyel, Manager

STATE OF OREGON, County of Washington) ss.

This instrument was acknowledged before me on

by

This instrument was acknowledged before me on October 7, 2011

by

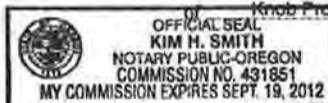
Nathan S. Doyel

as

Manager

of

Knob Properties, LLC



Knob Properties, LLC

Notary Public for Oregon

My commission expires

9-19-12

* This Trust Deed includes the attached "Addendum to Trust Deed."

REQUEST FOR FULL RECONVEYANCE (To be used only when obligations have been paid.)

TO: _____ Trustee

The undersigned is the legal owner and holder of all indebtedness secured by the foregoing trust deed. All sums secured by the trust deed have been fully paid and satisfied. You hereby are directed, on payment to you of any sums owing to you under the terms of the trust deed or pursuant to statute, to cancel all evidences of indebtedness secured by the trust deed (which are delivered to you herewith together with the trust deed) and so reconvey, without warranty, to the parties designated by the terms of the trust deed, the estate now held by you under the same. Mail the reconveyance and documents to _____

DATED _____

Do not lose or destroy this Trust Deed OR THE NOTE which it secures. Both should be delivered to the trustee for cancellation before reconveyance is made.

Beneficiary

EXHIBIT "A"

Beginning at a point on the North line of Section 31, Township 2 South, Range 1 West of the Willamette Meridian, in the City of Sherwood, County of Washington and State of Oregon, which point is South 89°38' East 433 feet from the Northwest corner of that certain tract of land deeded by Harry H. Unger to Frank I. Zell and Mary J. Zell, husband and wife, on April 28, 1943, recorded May 3, 1943 in Deed Book 217, Page 343; running thence South 17°48' East 371.9 feet to the Northerly boundary line of the Westside Pacific (State) Highway; thence Northeasterly along the Northerly boundary line of said Highway 516.2 feet to the point where said Northerly boundary line intersects the North line of said Section 31; thence North 89°38' West 494.5 feet along the North line of said Section 31 to the point of beginning.

FDOR0553.rdw

Recorded by TICOR TITLE

3626039367

15
31
785

RECORDING REQUESTED BY:
GRANTOR'S NAME:
Allen W. Williams and Nancy J. Williams

GRANTEE'S NAME:
Knob Properties, LLC

SEND TAX STATEMENTS TO:
Knob Properties, LLC
15425 SW Pleasant Hill
Sherwood, OR 97140

AFTER RECORDING RETURN TO:
Knob Properties, LLC
15425 SW Pleasant Hill
Sherwood, OR 97140

Escrow No: 3626039367LWF-TTPOR55
R551209, 2S131BA-02100
22065 SW Pacific Highway
Sherwood, OR

Washington County, Oregon 2011-071218

10/13/2011 10:55:02 AM
D-DW Cnt=1 Snt=7 K GRUENEWALD
\$15.00 \$5.00 \$11.00 \$15.00 \$785.00 - Total = \$831.00

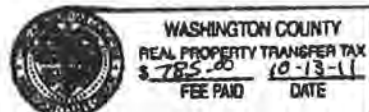


01626004201100712180030037

I, Richard Hobaricht, Director of Assessment and Taxation and Ex-Officio County Clerk for Washington County, Oregon, do hereby certify that the within instrument of writing was received and reported in the book of records of said county.



Richard Hobaricht, Director of Assessment and Taxation, Ex-Officio County Clerk



SPACE ABOVE THIS LINE FOR RECORDER'S USE

STATUTORY WARRANTY DEED

Allen W. Williams and Nancy J. Williams, as tenants by the entirety Grantor, conveys and warrants to

Knob Properties, LLC, a Oregon limited liability company, Grantee, the following described real property, free and clear of encumbrances except as set forth in Exhibit A attached hereto, situated in the County of Washington, State of Oregon:

Beginning at a point on the North line of Section 31, Township 2 South, Range 1 West of the Willamette Meridian, in the City of Sherwood, County of Washington and State of Oregon, which point is South 89°38' East 433 feet from the Northwest corner of that certain tract of land deeded by Harry H. Unger to Frank I. Zell and Mary J. Zell, husband and wife, on April 26, 1943, recorded May 3, 1943 in Deed Book 217, Page 343; running thence South 17°48' East 371.9 feet to the Northerly boundary line of the Westside Pacific (State) Highway; thence Northeasterly along the Northerly boundary line of said Highway 516.2 feet to the point where said Northerly boundary line intersects the North line of said Section 31; thence North 89°38' West 494.5 feet along the North line of said Section 31 to the point of beginning.

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, AND SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009. 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, AND SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009.

THE TRUE AND ACTUAL CONSIDERATION FOR THIS CONVEYANCE IS \$785,000.00. (See ORS 93.030)

DATED: October 7, 2011

3626039367LWF-TTPOR55
Deed (Warranty-Statutory)

Allen W. Williams
Allen W. Williams
Nancy J. Williams
Nancy J. Williams

State of OREGON
COUNTY of Clackamas

This instrument was acknowledged before me on 10-10, 2011
by Allen W. Williams and Nancy J. Williams

Laura W. Flynn Notary Public - State of OREGON
My commission expires: 10.23.2011



3626039367LWF-TTPOR55
Deed (Warranty-Statutory)

EXHIBIT A

ENCUMBRANCES:

1. Property taxes in an undetermined amount, which are a lien but not yet payable, including any assessments collected with taxes to be levied for the fiscal year 2011-2012.
2. Rights of the public to any portion of the Land lying within the area commonly known as
S.W. Pacific Highway.
3. The herein described Land has no rights of ingress and egress to the thoroughfare named below, except across that portion of the boundary line herein after set forth, such rights having been:

Relinquished by a deed to the State of Oregon
Recording Date: November 20, 1954
Recording No: Book 362, Page 885
Street name: SW Pacific Highway

Amended by instrument

Recording Date: March 12, 1955
Recording No.: Book 366, Page 567

4. The herein described Land has no rights of ingress and egress to the thoroughfare named below, except across that portion of the boundary line herein after set forth, such rights having been:
Relinquished by a deed to the State of Oregon
Recording Date: May 22, 2003
Recording No: 2003-082221
Street name: SW Pacific Highway

Washington County, Oregon

2003-082221

05/22/2003 03:49:27 PM

D-DBS Crg#1 Str#3

\$20.00 \$11.00 \$8.00 - Total = \$37.00



00342355200300822210040048

I, Jerry Hanson, Director of Assessment and Taxation and Ex-Officio County Clerk for Washington County, Oregon, do hereby certify that the within instrument of writing was received and recorded in the book of records of said county.

Jerry Hanson

Jerry R. Hanson, Director of Assessment and Taxation,
Ex-Officio County Clerk



#20
6:
11
A



ODOT
File 6962-027
1A-23-7

FATCO. NO. 958584 0007

CONVEYANCE OF ACCESS RIGHTS

For the true and actual consideration of \$7,000.00, **ALLEN W. WILLIAMS and NANCY J. WILLIAMS, husband and wife**, Grantor, as the owner of the following described property:

A parcel of land lying in the NE $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 31, Township 2 South, Range 1 West, W.M., Washington County, Oregon and being that property described in that deed to Allen W. Williams and Nancy J. Williams, recorded as Microfilm Document No. 89-043394 of Washington County Record of Deeds.

The parcel of land to which this description applies contains 8181 square meters, more or less.

does convey and relinquish unto the **STATE OF OREGON, by and through its DEPARTMENT OF TRANSPORTATION**, Grantee, all abutter's rights of access between the hereinabove described property and Pacific Highway West and Grantor's remaining real property, **EXCEPT**, however,

Reserving access rights for the service of Grantor's remaining property, to and from said remaining property to the abutting highway at the following place(s), in the following width(s):

Hwy. Engr's Sta.	Side of Hwy.	Width
13+624.560	Westerly	7.62 M (25 feet)

The access rights reserved herein are subject to, and may only be exercised in accordance with, the statutes and administrative rules applicable to access control and road approaches. Such access is contingent upon issuance of an approach road permit, and no access rights may be exercised or construction of an approach road begun unless, and until, a standard Approach Road Permit application is submitted and a permit issued by the Oregon Department of Transportation. The approach road may only be constructed or maintained upon issuance of such permit and in accordance with such permit. If the State constructs the approach road during a highway project, Grantor is required to sign a standard Approach Road Permit to ensure proper operation and maintenance of the approach road.

**RETURN TO AND TAX STATEMENT TO
OREGON DEPARTMENT OF TRANSPORTATION
RIGHT OF WAY SECTION
355 CAPITOL STREET NE, ROOM 420
SALEM OR 97301-3871**

Account No.: R551209, 25131BA-02100

Property Address: 22065 SW Pacific Highway
Sherwood, OR 97140

7/11/02
Page 1 of 3 - CAR
gmh



ODOT
File 6962-027
1A-23-7

ALTERNATE ACCESS: PROVIDED HOWEVER, that if at any time in the future, alternate access to Grantor's remaining property becomes available by virtue of the public or private construction of a frontage road or any other access road or way, either public or private, thereupon all rights of access to the state highway from and to said property, whether reserved hereinabove or otherwise obtained, shall automatically terminate and all approaches, driveways and connections shall be subject to closure by Grantee, all without further compensation to Grantor, who shall upon request execute a recordable document evidencing such termination. It is agreed that the consideration specified above takes into account the temporary nature of this access right. Any alternate access road or way constructed by or dedicated to a governmental entity, or constructed by private entities, must comply with the procedures and regulations of the applicable jurisdictional authority, and the state statutes and administrative rules applicable to access control and road approaches, but once constructed such alternate access road or way shall be considered available for purposes of termination of access rights whether or not compliance has been attained. Any and all alternate access roads or ways shall be connected to the main highway or to other public ways only at such places as the Grantee may select. These provisions shall take effect only if and when Grantors', or their heirs, successors, or assigns use of the above-described remaining property changes from the existing use, single-family residential/home occupation, to any other use.

Grantor represents and warrants that no one, other than Grantor, is using or entitled to use the access rights herein conveyed and does covenant to and with Grantee, its successors and assigns, that Grantor is the legal owner of the above-mentioned property.

Grantor agrees that the consideration recited herein is just compensation for the property or property rights conveyed, including any and all damages to Grantor's remaining property, if any, which may result from the acquisition or use of said property or property rights. However, the consideration does not include damages resulting from any use or activity by Grantee beyond or outside of those uses expressed herein, if any, or damages arising from any negligence.

In construing this document, where the context so requires, the singular includes the plural and all grammatical changes shall be made so that this document shall apply equally to corporations and to individuals.

It is understood and agreed that the delivery of this document is hereby tendered and that terms and obligations

7/11/02
Page 2 of 3 - CAR
gmh



ODOT
File 6962-027
1A-23-7

hereof shall not become binding upon the State of Oregon Department of Transportation, unless and until accepted and approved by the recording of this document.

Dated this 12th day of May, 2003

Allen W. Williams
Allen W. Williams

Nancy J. Williams
Nancy J. Williams

STATE OF OREGON, County of Washington

Dated May 12th, 2003. Personally appeared the above named Allen W. Williams and Nancy J.

Williams, husband and wife, who acknowledged the foregoing instrument to be their voluntary act. Before me:



Christy Perkins
Notary Public for Oregon

My Commission expires Nov. 4, 2006

Accepted on behalf of the Oregon Department of Transportation

[Signature] 5/15/03

ADDENDUM TO TRUST DEED

22065 SW Pacific Highway, Sherwood, Oregon 97140
(Additional Terms and Conditions of Trust Deed)

This Addendum is to that certain Trust Deed dated October 7, 2011, between Knob Properties, LLC, an Oregon limited liability company, as Grantor, Ticor Title Insurance Co., as Trustee, and Allen W. Williams and Nancy J. Williams, as Beneficiary.

18. Transfer of Interests in the Property; Successor Interests.

Should Grantor either agree to, attempt to, or actually sell, convey, or assign, or transfer, voluntarily or involuntarily, all (or any part) of the property, or all (or any part) of Grantor's interest in it without first obtaining the written consent or approval of the Beneficiary, then at Beneficiary's option, all obligations secured by this instrument, irrespective of the maturity dates expressed therein, or herein, shall be come immediately due and payable.

Such consent or approval of the Beneficiary may be granted or withheld in Beneficiary's sole and unfettered discretion. The consent by Beneficiary to one transfer shall not constitute consent to other transfers or waiver of such requirement.

The execution by Grantor of an earnest money agreement does not constitute a sale, conveyance or assignment. The transfer by Nathan and/or Elizabeth Doyel of a majority ownership interest in Grantor to a person or persons other than Nathan and/or Elizabeth Doyel shall be deemed a conveyance for purposes of this Section 18.

Notwithstanding anything in the Trust Deed or this Addendum to Trust Deed to the contrary, Beneficiary's consent shall not be required for any of the following: (a) renting all or any parts of the Property, from time to time, provided that any such leasing shall not relieve Grantor of its obligations to Beneficiary under this Trust Deed or the promissory note of even date herewith, (b) granting licenses, easements and/or rights of way affecting the Property for utilities, communications, or other services, (c) obtaining development approvals, zoning changes, or any other land use approval affecting the Property; or (d) transferring the property to any entity controlled by Nathan and/or Elizabeth Doyel; provided that Nathan Doyel and Elizabeth Doyel have signed a personal guaranty for the obligations secured by this Trust Deed.

This Trust Deed shall be binding on and inure to the benefit of the parties, their successors, and permitted assigns; provided, however, any attempted assignment in violation of this Section 18 shall be void and of no effect with respect to Beneficiary. Grantor and any other person at any time obligated for the performance of the terms of this Trust Deed hereby waive notice of and consent to any and all extensions and modifications of this Trust Deed or the release of any person or persons from liability under the Trust Deed granted by Beneficiary. Any such extensions or modifications or releases will not in any way release, discharge, or otherwise affect the liability of any person at any time obligated under this Trust Deed.

ADDENDUM TO TRUST DEED

DC/APDX_0476763_v1.22

19. **Alterations; Reconstruction and Restoration.**

Notwithstanding anything in the Trust Deed to the contrary, so long as there is a trust deed on the Property that is superior to this Trust Deed, Grantor shall have the right, in Grantor's discretion, to remove any existing improvements on the Property and construct any new improvements on the Property. If at any time this Trust Deed is the first-position trust deed on the Property, then any substantial redevelopment of the Property other than construction of a parking area shall be subject to Beneficiary's approval which shall not be unreasonably withheld. Notwithstanding anything in the Trust Deed to the contrary, if the property is damaged by fire or other perils, Grantor may elect to repair such damaged property or improvements, rebuild or replace such improvements, demolish and remove such improvements, or any combination of the foregoing. Grantor shall have the right to use any insurance proceeds received on account of such damage for such repair, rebuilding, replacement, or demolition, and any insurance proceeds in excess of such cost of repair, rebuilding, or replacement shall be the sole property of Grantor.

20. **Consents.**

Except as otherwise expressly provided in the Trust Deed or this addendum to the contrary, if any consent of the Trustee or Beneficiary is required under the Trust Deed, such consent shall not be unreasonably withheld.

21. **Prepayments.**

All prepayments shall be applied first to accrued but unpaid interest to date, then to amounts due Beneficiary under this Trust Deed other than principal or interest, then to the last installment of principal scheduled under this Trust Deed, and shall not excuse Grantor from making the regular monthly payments when due under this Trust Deed until the remaining balance has been paid in full.

22. **Tax Statements.**

Upon written request by Beneficiary, Grantor shall provide Beneficiary with written evidence reasonably satisfactory to Beneficiary that all taxes and assessments have been paid when due.

23. **Hazardous Substances.**

With respect to the Property, Grantor shall comply fully with all laws pertaining to the protection of human health and the environment, including but not limited to employee and community right-to-know laws and all laws regarding the use, generation, storage, transportation, treatment, disposal, or other handling of hazardous substances. Grantor shall promptly advise Beneficiary in writing of any hazardous substances regulated by such laws that are used, generated, manufactured, stored, transported, or otherwise handled on the Property other than in the ordinary course of constructing and operating a parking area and related landscaping and drainage facilities.

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ADDENDUM TO TRUST DEED

DCAPDX_n676763_v122

24. **Liability Insurance.**

During the term of this Trust Deed, Grantor shall maintain public liability and property damage insurance with limits of not less than \$300,000.00 for injury to one person and \$1,000,000.00 for injury to two or more persons in one occurrence, and \$300,000.00 for damage to property. Such insurance shall be written on an occurrence basis and shall be primary with respect to all other insurance covering any of the insured risks; shall contain coverage for liability assumed under contract, and Beneficiary shall be an additional insured under such policy. Grantor shall deliver to Beneficiary certificates of coverage from each insurer upon execution of this Trust Deed and upon request by Beneficiary from time to time. Grantor shall not cancel or reduce such insurance or allow such insurance to be cancelled or reduced without giving prior written notice to Beneficiary.

25. **Grantor's Indemnification of Beneficiary.**

Grantor shall forever indemnify, defend, reimburse, and hold Beneficiary harmless and, at Beneficiary's election, defend Beneficiary for, from, and against any and all claims, costs, expenses (including attorney fees), losses, damages, fines, charges, actions, or other liabilities to the extent arising out of (1) Grantor's possession or use of the Property, (2) Grantor's conduct with respect to the Property, (3) any condition of the Property to the extent the same arises from or after the Closing Date and is not caused or contributed to by Beneficiary, or (4) Grantor's breach of any warranty or representation made by Grantor in this Trust Deed. In the event of any litigation or proceeding brought against Beneficiary and arising out of or in any way connected with any of the above events or claims, against which Grantor agrees to defend Beneficiary, Grantor shall, on notice from Beneficiary, vigorously resist and defend such actions or proceedings in consultation with Beneficiary through legal counsel reasonably satisfactory to Beneficiary.

26. **No Warranties; As Is Condition of Property.**

Grantor accepts the land, buildings, improvements, and all other aspects of the Property in their present condition or state of repair thereof, and any personal property sold under this Trust Deed, AS IS, WHERE IS, including latent defects, without any representations or warranties from Beneficiary or any agent or representative of Beneficiary, expressed or implied, except to the extent expressly set forth in this Trust Deed. Grantor agrees that Grantor has ascertained, from sources other than Beneficiary or any agent or representative of Beneficiary, the condition of the Property and its suitability for Grantor's purposes, the applicable zoning, building, housing, and other regulatory ordinances and laws, and that Grantor accepts the Property with full awareness of these ordinances and laws as they may affect the present use or any intended future use of the Property, and Beneficiary has made no representations with respect to such condition or suitability of the Property or such laws or ordinances.

27. **Remedies Not Exclusive.**

The remedies provided in the Trust Deed and this Addendum shall be nonexclusive and in addition to any other remedies provided by law.

ADDENDUM TO TRUST DEED

DCAPDX_n676763_v1.22

28. **Waiver.**

Failure of either party at any time to require performance of any provision of this Trust Deed shall not limit the party's right to enforce the provision, nor shall any waiver of any breach of any provision constitute a waiver of any succeeding breach of that provision or a waiver of that provision itself.

29. **Forbearance of Enforcement.**

Should the Beneficiary not be permitted to enforce the Trust Deed and this Addendum pursuant to any subordination agreement that would require Beneficiary to stand still until a senior lender is paid and satisfied in full, then any statute of limitations that may affect the Trust Deed and this Addendum shall be automatically tolled without any action by Beneficiary and any statute of limitations so tolled shall not be reinstated or continue to run until Beneficiary receives actual notice from the Grantor or senior lender that senior lender is paid and satisfied in full.

31. **Prior Agreements.**

This Trust Deed and Addendum to Trust Deed contain the entire agreement of the parties with respect to the Property. No prior agreement, statement, or promise made by any party to this Trust Deed that is not contained in this Trust Deed will be binding or valid, with the exception of the Grantor's responsibilities for the removal or decommission of the underground storage tanks, the removal or decommission of the wood stove, and the agreement to occupy after closing.

32. **Applicable Law.**

This Trust Deed has been entered into in Oregon and the Property is located in Oregon. The parties agree that the laws of the state of Oregon shall be used in construing the Trust Deed and enforcing the rights and remedies of the parties.

33. **Effect of Addendum.**

In the event of any conflict between this Addendum and the Trust Deed, the terms of this Addendum shall be controlling.

[signature on next page]

ADDENDUM TO TRUST DEED

DCAPDX_a676763_v1.22

IN WITNESS WHEREOF, the Grantor has executed this instrument on the 7th day of October, 2011.

KNOB PROPERTIES, LLC
an Oregon limited liability company

By: [Signature]
Name: Nathan S. Doyel
Title: Manager

STATE OF OREGON)
 :ss.
County of Multnomah)

I, Kim H. Smith, a Notary Public in and for the County and State aforesaid, do hereby certify that Nathan S. Doyel to me known, who declared and acknowledged that he is the Manager of Knob Properties, LLC, an Oregon limited liability company organized under the laws of the State of Oregon, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that he, being thereunto duly authorized, signed and delivered the said instrument as the free and voluntary act of said company and as his/her own free and voluntary act, for the uses and purposes therein set forth.

Given under by hand and notarial seal this 7th day of October, 2011.

[Signature]

NOTARY PUBLIC FOR OREGON
My Commission Expires: 9-19-12



ADDENDUM TO TRUST DEED

DCAPDX_u676763_v123

Recorded by TICOR TITLE
3626299367

EA

NO PART OF ANY STEVENS-NESS FORM MAY BE REPRODUCED IN F

TRUST DEED

Knob Properties, LLC
15425 SW Pleasant Hill
Sherwood, OR 97140
Grantor's Name and Address
Allen and Nancy Williams
Beneficiary's Name and Address
Don Richards
8995 SW Mile Rd Ste 201
PO Box 1486
Wilsonville, OR 97070

ST.



016380720110071210080082

REC

ST

DOC

AND

NO.

Richard Hobericht, Director of Assessment and Taxation and Ex-Officio County Clerk for Washington County, Oregon, do hereby certify that the within instrument of writing was received and registered in the book of records of said county.
Richard Hobericht, Director of Assessment and Taxation, Ex-Officio County Clerk



SPACE RESERVED FOR RECORDERS USE

Records of this County.

Witness my hand and seal of County affixed.

NAME TITLE

By _____, Deputy.

THIS TRUST DEED, made on October 7, 2011, between Knob Properties, LLC, an Oregon limited liability company, as Grantor, Ticor Title Company, as Trustee, and Allen W. Williams and Nancy J. Williams, as Beneficiary,

WITNESSETH:

Grantor irrevocably grants, bargains, sells and conveys to trustee, in trust, with power of sale, the property in Washington County, Oregon, described as:

SEE EXHIBIT "A"

together with all and singular the tenements, hereditaments and appurtenances and all other rights thereto belonging or in any way now or hereafter appertaining, and the rents, issues and profits thereof, and all fixtures now or hereafter attached to or used in connection with the property.

FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the sum of Two Hundred Thirty Five Thousand and no/100 (\$235,000.00)

Dollars, with interest thereon according to the terms of a promissory note of even date herewith, payable to beneficiary or order and made by grantor, the final payment of principal and interest, if not sooner paid, to be due and payable on October 12, 2021

The date of maturity of the debt secured by this instrument is the date, stated above, on which the final installment of the note becomes due and payable. Should the grantor either agree to, attempt to, or actually sell, convey, or assign all (or any part) of the property, or all (or any part) of grantor's interest in it without first obtaining the written consent or approval of the beneficiary, then, at the beneficiary's option, all obligations secured by this instrument, irrespective of the state any debt expressed therein, or herein, shall become immediately due and payable. The execution by grantor of an earnest money agreement does not constitute a sale, conveyance or assignment.

- To protect the security of this trust deed, grantor agrees:
1. To protect, preserve and maintain the property in good condition and repair; not to remove or demolish any building or improvement thereon; and not to commit or permit any waste of the property.
2. To complete or restore promptly and in good and habitable condition any building or improvement which may be constructed, damaged or destroyed thereon, and pay when due all costs incurred therefor.
3. To comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting the property; if the beneficiary so requests, to join in executing such financing statements pursuant to the Uniform Commercial Code as the beneficiary may require, and to pay for filing the same in the proper public office or offices, as well as the cost of all lien searches made by filing officers or searching agencies as may be deemed desirable by the beneficiary.
4. To provide and continuously maintain insurance on the buildings now or hereafter erected on the property against loss or damage by fire and other hazards, as the beneficiary may from time to time require, in an amount not less than \$1,000,000.00, written by one or more companies acceptable to the beneficiary, with loss payable to the trustee. All policies of insurance shall be delivered to the beneficiary as soon as issued. If the grantor shall fail for any reason to procure any such insurance and to deliver the policies to the beneficiary at least fifteen days prior to the expiration of any policy of insurance now or hereafter placed on the buildings, the beneficiary may procure the same at grantor's expense. The amount collected under any fire or other insurance policy may be applied by beneficiary upon any indebtedness secured hereby and in such order as beneficiary may determine, or at option of beneficiary the entire amount so collected, or any part thereof, may be released to grantor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.
5. To keep the property free from construction liens and to pay all taxes, assessments and other charges that may be levied or assessed upon or against the property before any part of such taxes, assessments and other charges becomes past due or delinquent and promptly deliver receipts therefor to beneficiary. Should the grantor fail to make payment of any taxes, assessments, insurance premiums, liens or other charges payable by grantor, either by direct payment or by providing beneficiary with funds with which to make such payment, beneficiary may, at its option, make payment thereof, and the amount so paid, with interest at the rate set forth in the note secured hereby, together with the obligations described in paragraphs 6 and 7 of this trust deed, shall be added to and become a part of the debt secured by this trust deed, without waiver of any rights arising from breach of any of the covenants hereof. For such payments, with interest as aforesaid, the property hereinbefore described, as well as the grantor, shall be bound to the same extent that they are bound for the payment of the obligation herein described. All such payments shall be immediately due and payable without notice, and the nonpayment thereof shall, at the option of the beneficiary, render all sums secured by this trust deed immediately due and payable and shall constitute a breach of this trust deed.
6. To pay all costs, fees and expenses of this trust, including the cost of title search, as well as the other costs and expenses of the trustee incurred in connection with or in enforcing this obligation, and trustee and attorney fees actually incurred.
7. To appear in and defend any action or proceeding purporting to affect the security rights or powers of beneficiary or trustee; and in any suit, action or proceeding in which the beneficiary or trustee may appear, including any suit for the foreclosure of this deed or any suit or action related to this instrument, including but not limited to its validity and/or enforceability, to pay all costs and expenses, including evidence of title and the beneficiary's or trustee's attorney fees. The amount of attorney fees mentioned in this paragraph in all cases shall be fixed by the trial court, and in the event of an appeal from any judgment or decree of the trial court, grantor further agrees to pay such sum as the appellate court shall adjudge reasonable as the beneficiary's or trustee's attorney fees on such appeal. It is mutually agreed that:
8. In the event that any portion or all of the property shall be taken under the right of eminent domain or condemnation, beneficiary shall have the right, if it so elects, to require that all or any portion of the monies payable as compensation for such taking which are in excess of the amount required to pay all reasonable costs, expenses and attorney fees necessarily paid or incurred by grantor in such proceedings, shall be paid to beneficiary and applied by it first upon any reasonable costs and expenses and attorney fees, both in the trial and appellate courts, necessarily paid or incurred by beneficiary in such proceedings, and the balance applied upon the indebtedness secured hereby. Grantor agrees, at its own expense, to take such actions and execute such instruments as shall be necessary in obtaining such compensation promptly upon beneficiary's request.

NOTE: The Trust Deed Act provides that the trustee hereunder must be either an attorney who is an active member of the Oregon State Bar, a bank, trust company or savings and loan association authorized to do business under the laws of Oregon or the United States, a title insurance company authorized to insure title to real property of this state, its subsidiaries, affiliates, agents or branches, the United States or any agency thereof, or an escrow agent licensed under ORS 605.605 to 605.608.
WARNING: It is the grantor's responsibility to verify the accuracy of this information.
**The publisher suggests that such an agreement address the issue of obtaining beneficiary's consent in complete detail.

9. At any time, and from time to time upon written request of beneficiary, payment of its fees and presentation of this deed and the note for endorsement (in case of full reconveyance, for cancellation), without affecting the liability of any person for the payment of the indebtedness, trustee may (a) consent to the making of any map or plat of the property; (b) join in granting any easement or creating any restriction thereon; (c) join in any subordination or other agreement affecting this deed or the lien or charge thereon; or (d) reconvey, without warranty, all or any part of the property. The trustee in any reconveyance may be described as the "person or persons legally entitled thereto," and the recitals therein of any matters or facts shall be conclusive proof of the truthfulness thereof. Trustee fees for any of the services mentioned in this paragraph shall be not less than \$5.

10. Upon any default by grantor hereunder, beneficiary may, at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of the property or any part thereof, in its own name sue or otherwise collect the rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney fees, upon any indebtedness secured hereby, and in such order as beneficiary may determine.

11. The entering upon and taking possession of the property, the collection of such rents, issues and profits, or the proceeds of fire and other insurance policies or compensation or awards for any taking or damage of the property, and the application or release thereof as aforesaid, shall not cure or waive any default or notice of default hereunder, or invalidate any act done pursuant to such notice.

12. Upon default by grantor in payment of any indebtedness secured hereby or in grantor's performance of any agreement hereunder, time being of the essence with respect to such payment and/or performance, the beneficiary may declare all sums secured hereby immediately due and payable. In such event, the beneficiary may elect to proceed to foreclose this trust deed in equity as a mortgage or direct the trustee to foreclose this trust deed by advertisement and sale, or may direct the trustee to pursue any other right or remedy, either at law or in equity, which the beneficiary may have. In the event the beneficiary elects to foreclose by advertisement and sale, the beneficiary or the trustee shall execute and cause to be recorded a written notice of default and election to sell the property to satisfy the obligation secured hereby whereupon the trustee shall fix the time and place of sale, give notice thereof as then required by law and proceed to foreclose this trust deed in the manner provided in ORS 86.735 to 86.795.

13. After the trustee has commenced foreclosure by advertisement and sale, and at any time prior to 5 days before the date the trustee conducts the sale, the grantor or any other person so privileged by ORS 86.753 may cure the default or defaults. If the default consists of a failure to pay, when due, sums secured by the trust deed, the default may be cured by paying the entire amount due at the time of the cure other than such portion as would not then be due had no default occurred. Any other default that is capable of being cured may be cured by tendering the performance required under the obligation or trust deed. In any case, in addition to curing the default or defaults, the person effecting the cure shall pay to the beneficiary all costs and expenses actually incurred in enforcing the obligation of the trust deed, together with trustee and attorney fees not exceeding the amounts provided by law.

14. Otherwise, the sale shall be held on the date and at the time and place designated in the notice of sale or the time to which the sale may be postponed as provided by law. The trustee may sell the property either in one parcel or in separate parcels and shall sell the parcel or parcels at auction to the highest bidder for cash, payable at the time of sale. Trustee shall deliver to the purchaser its deed in form as required by law conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in the deed of any matters of fact shall be conclusive proof of the truthfulness thereof. Any person, including the trustee, but including the grantor and beneficiary, may purchase at the sale.

15. When trustee sells pursuant to the powers provided herein, trustee shall apply the proceeds of sale to payment of: (1) the expenses of sale, including the compensation of the trustee and a reasonable charge by trustee's attorney; (2) to the obligation secured by the trust deed; (3) to all persons having recorded liens subsequent to the interest of the trustee in the trust deed as their interests may appear in the order of their priority; and (4) the surplus, if any, to the grantor, or to any successor in interest entitled to such surplus.

16. Beneficiary may, from time to time, appoint a successor or successors to any trustee named herein or to any successor trustee appointed hereunder. Upon such appointment, and without conveyance to the successor trustee, the latter shall be vested with all title, powers and duties conferred upon any trustee herein named or appointed hereunder. Each such appointment and substitution shall be made by written instrument executed by beneficiary, which, when recorded in the mortgage records of the county or counties in which the property is situated, shall be conclusive proof of proper appointment of the successor trustee.

17. Trustee accepts this trust when this deed, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to actify any party hereto of pending sale under any other deed of trust or of any action or proceeding in which grantor, beneficiary or trustee shall be a party unless such action or proceeding is brought by trustee.

The grantor covenants to and agrees with the beneficiary and the beneficiary's successors in interest that the grantor is lawfully seized in fee simple of the real property and has a valid, unencumbered title thereto, except as may be set forth in any addendum or exhibit attached hereto, and that the grantor will warrant and forever defend the same against all persons whomsoever.

WARNING: Unless grantor provides beneficiary with evidence of insurance coverage as required by the contract or loan agreement between them, beneficiary may purchase insurance at grantor's expense to protect beneficiary's interest. This insurance may, but need not, also protect grantor's interest. If the collateral becomes damaged, the coverage purchased by beneficiary may not pay any claim made by or against grantor. Grantor may later cancel the coverage by providing evidence that grantor has obtained property coverage elsewhere. Grantor is responsible for the cost of any insurance coverage purchased by beneficiary, which cost may be added to grantor's contract or loan balance. If it is so added, the interest rate on the underlying contract or loan will apply to it. The effective date of coverage may be the date grantor's prior coverage lapsed or the date grantor failed to provide proof of coverage. The coverage beneficiary purchases may be considerably more expensive than insurance grantor might otherwise obtain alone and may not satisfy any need for property damage coverage or any mandatory liability insurance requirements imposed by applicable law.

The grantor warrants that the proceeds of the loan represented by the above described note and this trust deed are (choose one):

(a) primarily for grantor's personal, family or household purposes (see Important Notice below);

(b) for an organization, or (even if grantor is a natural person) are for business or commercial purposes.

This deed applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, personal representatives, successors and assigns. The term beneficiary shall mean the holder and owner, including pledgee, of the contract secured hereby, whether or not named as a beneficiary herein.

In construing this trust deed, it is understood that the grantor, trustee and/or beneficiary may each be more than one person; that if the context so requires, the singular shall be taken to mean and include the plural, and that generally all grammatical changes shall be made, assumed and implied to make the provisions hereof apply equally to corporations and to individuals.

IN WITNESS WHEREOF, the grantor has executed this instrument the day and year first written above.

***IMPORTANT NOTICE:** Delete, by lining out, whichever warranty (a) or (b) is inapplicable. If warranty (a) is applicable and the beneficiary is a creditor as such word is defined in the Truth-in-Lending Act and Regulation Z, the beneficiary **MUST** comply with the Act and Regulation by making required disclosures. If compliance with the Act is not required, disregard this notice.

Knob Properties, LLC

By:

Nathan S. Doyel, Manager

STATE OF OREGON, County of Washington) ss.

This instrument was acknowledged before me on _____

by _____

This instrument was acknowledged before me on October 7, 2011

by Nathan S. Doyel

as Manager

of Knob Properties, LLC



Knob Properties, LLC

Notary Public for Oregon

My commission expires 9-19-12

* This Trust Deed includes the attached "Addendum to Trust Deed."

REQUEST FOR FULL REDONVEYANCE (To be used only when obligations have been paid.)

TO: _____, Trustee

The undersigned is the legal owner and holder of all indebtedness secured by the foregoing trust deed. All sums secured by the trust deed have been fully paid and satisfied. You hereby are directed, on payment to you of any sums owing to you under the terms of the trust deed or pursuant to statute, to cancel all evidences of indebtedness secured by the trust deed (which are delivered to you herewith together with the trust deed) and to reconvey, without warranty, to the parties designated by the terms of the trust deed, the estate now held by you under the same. Mail the reconveyance and documents to _____

DATED _____

Do not lose or destroy this Trust Deed OR THE NOTE which it secures. Both should be delivered to the trustee for cancellation before reconveyance is made.

Beneficiary

EXHIBIT "A"

Beginning at a point on the North line of Section 31, Township 2 South, Range 1 West of the Willamette Meridian. In the City of Sherwood, County of Washington and State of Oregon, which point is South 89°38' East 433 feet from the Northwest corner of that certain tract of land deeded by Harry H. Unger to Frank I. Zell and Mary J. Zell, husband and wife, on April 28, 1943, recorded May 3, 1943 in Deed Book 217, Page 343; running thence South 17°48' East 371.9 feet to the Northerly boundary line of the Westside Pacific (State) Highway; thence Northeasterly along the Northerly boundary line of said Highway 516.2 feet to the point where said Northerly boundary line intersects the North line of said Section 31; thence North 89°38' West 494.5 feet along the North line of said Section 31 to the point of beginning.

FDOR0553.rdw

ADDENDUM TO TRUST DEED

22065 SW Pacific Highway, Sherwood, Oregon 97140
(Additional Terms and Conditions of Trust Deed)

This Addendum is to that certain Trust Deed dated October 7, 2011, between Knob Properties, LLC, an Oregon limited liability company, as Grantor, Ticor Title Insurance Co., as Trustee, and Allen W. Williams and Nancy J. Williams, as Beneficiary.

18. Transfer of Interests in the Property; Successor Interests.

Should Grantor either agree to, attempt to, or actually sell, convey, or assign, or transfer, voluntarily or involuntarily, all (or any part) of the property, or all (or any part) of Grantor's interest in it without first obtaining the written consent or approval of the Beneficiary, then at Beneficiary's option, all obligations secured by this instrument, irrespective of the maturity dates expressed therein, or herein, shall be come immediately due and payable.

Such consent or approval of the Beneficiary may be granted or withheld in Beneficiary's sole and unfettered discretion. The consent by Beneficiary to one transfer shall not constitute consent to other transfers or waiver of such requirement.

The execution by Grantor of an earnest money agreement does not constitute a sale, conveyance or assignment. The transfer by Nathan and/or Elizabeth Doyel of a majority ownership interest in Grantor to a person or persons other than Nathan and/or Elizabeth Doyel shall be deemed a conveyance for purposes of this Section 18.

Notwithstanding anything in the Trust Deed or this Addendum to Trust Deed to the contrary, Beneficiary's consent shall not be required for any of the following: (a) renting all or any parts of the Property, from time to time, provided that any such leasing shall not relieve Grantor of its obligations to Beneficiary under this Trust Deed or the promissory note of even date herewith, (b) granting licenses, easements and/or rights of way affecting the Property for utilities, communications, or other services, (c) obtaining development approvals, zoning changes, or any other land use approval affecting the Property; or (d) transferring the property to any entity controlled by Nathan and/or Elizabeth Doyel; provided that Nathan Doyel and Elizabeth Doyel have signed a personal guaranty for the obligations secured by this Trust Deed.

This Trust Deed shall be binding on and inure to the benefit of the parties, their successors, and permitted assigns; provided, however, any attempted assignment in violation of this Section 18 shall be void and of no effect with respect to Beneficiary. Grantor and any other person at any time obligated for the performance of the terms of this Trust Deed hereby waive notice of and consent to any and all extensions and modifications of this Trust Deed or the release of any person or persons from liability under the Trust Deed granted by Beneficiary. Any such extensions or modifications or releases will not in any way release, discharge, or otherwise affect the liability of any person at any time obligated under this Trust Deed.

ADDENDUM TO TRUST DEED

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19. **Alterations; Reconstruction and Restoration.**

Notwithstanding anything in the Trust Deed to the contrary, so long as there is a trust deed on the Property that is superior to this Trust Deed, Grantor shall have the right, in Grantor's discretion, to remove any existing improvements on the Property and construct any new improvements on the Property. If at any time this Trust Deed is the first-position trust deed on the Property, then any substantial redevelopment of the Property other than construction of a parking area shall be subject to Beneficiary's approval which shall not be unreasonably withheld. Notwithstanding anything in the Trust Deed to the contrary, if the property is damaged by fire or other perils, Grantor may elect to repair such damaged property or improvements, rebuild or replace such improvements, demolish and remove such improvements, or any combination of the foregoing. Grantor shall have the right to use any insurance proceeds received on account of such damage for such repair, rebuilding, replacement, or demolition, and any insurance proceeds in excess of such cost of repair, rebuilding, or replacement shall be the sole property of Grantor.

20. **Consents.**

Except as otherwise expressly provided in the Trust Deed or this addendum to the contrary, if any consent of the Trustee or Beneficiary is required under the Trust Deed, such consent shall not be unreasonably withheld.

21. **Prepayments.**

All prepayments shall be applied first to accrued but unpaid interest to date, then to amounts due Beneficiary under this Trust Deed other than principal or interest, then to the last installment of principal scheduled under this Trust Deed, and shall not excuse Grantor from making the regular monthly payments when due under this Trust Deed until the remaining balance has been paid in full.

22. **Tax Statements.**

Upon written request by Beneficiary, Grantor shall provide Beneficiary with written evidence reasonably satisfactory to Beneficiary that all taxes and assessments have been paid when due.

23. **Hazardous Substances.**

With respect to the Property, Grantor shall comply fully with all laws pertaining to the protection of human health and the environment, including but not limited to employee and community right-to-know laws and all laws regarding the use, generation, storage, transportation, treatment, disposal, or other handling of hazardous substances. Grantor shall promptly advise Beneficiary in writing of any hazardous substances regulated by such laws that are used, generated, manufactured, stored, transported, or otherwise handled on the Property other than in the ordinary course of constructing and operating a parking area and related landscaping and drainage facilities.

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ADDENDUM TO TRUST DEED

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24. **Liability Insurance.**

During the term of this Trust Deed, Grantor shall maintain public liability and property damage insurance with limits of not less than \$300,000.00 for injury to one person and \$1,000,000.00 for injury to two or more persons in one occurrence, and \$300,000.00 for damage to property. Such insurance shall be written on an occurrence basis and shall be primary with respect to all other insurance covering any of the insured risks; shall contain coverage for liability assumed under contract, and Beneficiary shall be an additional insured under such policy. Grantor shall deliver to Beneficiary certificates of coverage from each insurer upon execution of this Trust Deed and upon request by Beneficiary from time to time. Grantor shall not cancel or reduce such insurance or allow such insurance to be cancelled or reduced without giving prior written notice to Beneficiary.

25. **Grantor's Indemnification of Beneficiary.**

Grantor shall forever indemnify, defend, reimburse, and hold Beneficiary harmless and, at Beneficiary's election, defend Beneficiary for, from, and against any and all claims, costs, expenses (including attorney fees), losses, damages, fines, charges, actions, or other liabilities to the extent arising out of (1) Grantor's possession or use of the Property, (2) Grantor's conduct with respect to the Property, (3) any condition of the Property to the extent the same arises from or after the Closing Date and is not caused or contributed to by Beneficiary, or (4) Grantor's breach of any warranty or representation made by Grantor in this Trust Deed. In the event of any litigation or proceeding brought against Beneficiary and arising out of or in any way connected with any of the above events or claims, against which Grantor agrees to defend Beneficiary, Grantor shall, on notice from Beneficiary, vigorously resist and defend such actions or proceedings in consultation with Beneficiary through legal counsel reasonably satisfactory to Beneficiary.

26. **No Warranties: As Is Condition of Property.**

Grantor accepts the land, buildings, improvements, and all other aspects of the Property in their present condition or state of repair thereof, and any personal property sold under this Trust Deed, AS IS, WHERE IS, including latent defects, without any representations or warranties from Beneficiary or any agent or representative of Beneficiary, expressed or implied, except to the extent expressly set forth in this Trust Deed. Grantor agrees that Grantor has ascertained, from sources other than Beneficiary or any agent or representative of Beneficiary, the condition of the Property and its suitability for Grantor's purposes, the applicable zoning, building, housing, and other regulatory ordinances and laws, and that Grantor accepts the Property with full awareness of these ordinances and laws as they may affect the present use or any intended future use of the Property, and Beneficiary has made no representations with respect to such condition or suitability of the Property or such laws or ordinances.

27. **Remedies Not Exclusive.**

The remedies provided in the Trust Deed and this Addendum shall be nonexclusive and in addition to any other remedies provided by law.

ADDENDUM TO TRUST DEED

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28. **Waiver.**

Failure of either party at any time to require performance of any provision of this Trust Deed shall not limit the party's right to enforce the provision, nor shall any waiver of any breach of any provision constitute a waiver of any succeeding breach of that provision or a waiver of that provision itself.

29. **Forbearance of Enforcement.**

Should the Beneficiary not be permitted to enforce the Trust Deed and this Addendum pursuant to any subordination agreement that would require Beneficiary to stand still until a senior lender is paid and satisfied in full, then any statute of limitations that may affect the Trust Deed and this Addendum shall be automatically tolled without any action by Beneficiary and any statute of limitations so tolled shall not be reinstated or continue to run until Beneficiary receives actual notice from the Grantor or senior lender that senior lender is paid and satisfied in full.

31. **Prior Agreements.**

This Trust Deed and Addendum to Trust Deed contain the entire agreement of the parties with respect to the Property. No prior agreement, statement, or promise made by any party to this Trust Deed that is not contained in this Trust Deed will be binding or valid, with the exception of the Grantor's responsibilities for the removal or decommission of the underground storage tanks, the removal or decommission of the wood stove, and the agreement to occupy after closing.

32. **Applicable Law.**

This Trust Deed has been entered into in Oregon and the Property is located in Oregon. The parties agree that the laws of the state of Oregon shall be used in construing the Trust Deed and enforcing the rights and remedies of the parties.

33. **Effect of Addendum.**

In the event of any conflict between this Addendum and the Trust Deed, the terms of this Addendum shall be controlling.

[signature on next page]

ADDENDUM TO TRUST DEED

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IN WITNESS WHEREOF, the Grantor has executed this instrument on the 7th day of October, 2011.

KNOB PROPERTIES, LLC
an Oregon limited liability company

By: [Signature]
Name: Nathan S. Dovel
Title: Manager

STATE OF OREGON)
 :ss.
County of Multnomah)

I, Kim H. Smith, a Notary Public in and for the County and State aforesaid, do hereby certify that Nathan S. Dovel to me known, who declared and acknowledged that he is the Manager of Knob Properties, LLC, an Oregon limited liability company organized under the laws of the State of Oregon, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that he, being thereunto duly authorized, signed and delivered the said instrument as the free and voluntary act of said company and as his/her own free and voluntary act, for the uses and purposes therein set forth.

Given under by hand and notarial seal this 7th day of October, 2011.

[Signature]

NOTARY PUBLIC FOR OREGON
My Commission Expires: 9-19-12



ADDENDUM TO TRUST DEED

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**First American
Title Company of Oregon**

Customer Service Department
121 SW Morrison Street Suite 300 - Portland, OR 97204
Phone: 503.219.TRIO (8746) Fax: 503.790.7872
Email: cs.portland@firstam.com
Today's Date : 10/28/2013

OWNERSHIP INFORMATION

Owner : **Handle Properties LLC**
CoOwner :
Site Address : 17680 SW Handley St Sherwood 97140
Mail Address : 15425 SW Pleasant Hill Rd Sherwood Or 97140
Telephone :

Bldg # 1 Of 1
Ref Parcel Number : 2S130CD 01600
Parcel Number : R2054289
T: 02S R: 01W S: 30 Q: SW QQ: SE
County : Washington (OR)

PROPERTY DESCRIPTION

Map Page Grid : 684 F6
Census Tract : 322.00 Block: 1
Neighborhood : ZSHW
Subdivision/Plat :
School District : Sherwood
Building Use : Office-Medical
Land Use : 2010 Com,Improved
Legal : WYNDHAM RIDGE, LOT 13 & TRACT PT D,
: ACRES .84
:

ASSESSMENT AND TAX INFORMATION

Mkt Land : \$271,600
Mkt Structure : \$2,673,920
Mkt Total : \$2,945,520
%Improved : 91
M50AssdTotal : \$2,114,880
Levy Code : 08810
12-13 Taxes : \$39,998.51
Millage Rate : 18.9129
Zoning : LDR_PUD

PROPERTY CHARACTERISTICS

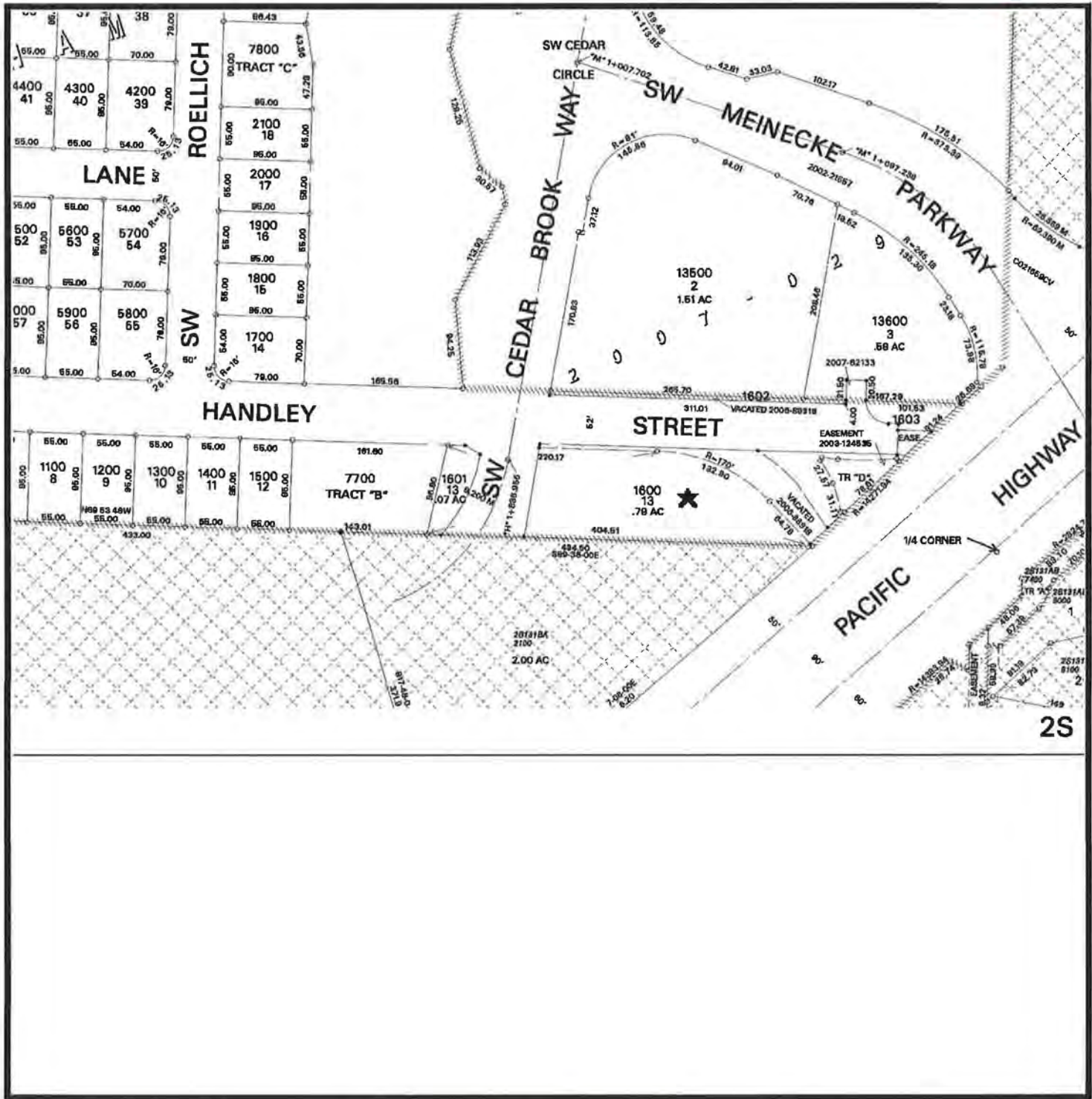
Bedrooms :	Year Built :	Patio SqFt :
Bathrooms :	EffYearBlt :	Deck SqFt :
Heat Method :	BsmFin SF :	ExtFinish :
Foundation :	BsmUnfinSF :	Const Type :
Lot Acres : .84	BldgSqFt : 22,404	Roof Shape :
Lot SqFt : 36,590	1stFlrSF : 14,504	Roof Matl :
Garage Type :	UpperFISF : 7,900	Porch SqFt :
Garage SF :	Attic SqFt :	Paving Matl :

TRANSFER INFORMATION

Owner Name(s)	Sale Date	Doc#	Sale Price	Deed Type	Loan Amount	Loan Type
:Handle Properties LLC	:07/30/2007	83187	:	:Warranty	:	:
:Doyel Nathan S/Elizabeth P	:07/30/2007	83186	:	:Warranty	:	:
:State of Oregon	:12/06/2002	148476	:\$110,000	:Deed	:	:
:Doyel Nathan/Elizabeth Trust	:05/31/2002	62303	:	:Warranty	:	:
:Doyel Nathan S	:03/19/2001	22273	:\$249,000	:Warranty	:\$174,000	:Seller
:Shah Shantu N/Vasanti S	:09/30/1996	87751	:\$155,250	:Warranty	:\$27,821	:Seller

This title information has been furnished, without charge, in conformance with the guidelines approved by the State of Oregon Insurance Commissioner. The Insurance Division cautions intermediaries that this service is designed to benefit the ultimate insureds. Indiscriminate use only benefiting intermediaries will not be permitted. Said services may be discontinued. No liability is assumed for any errors in this report.

Reference Parcel #: 2S130CD 01600

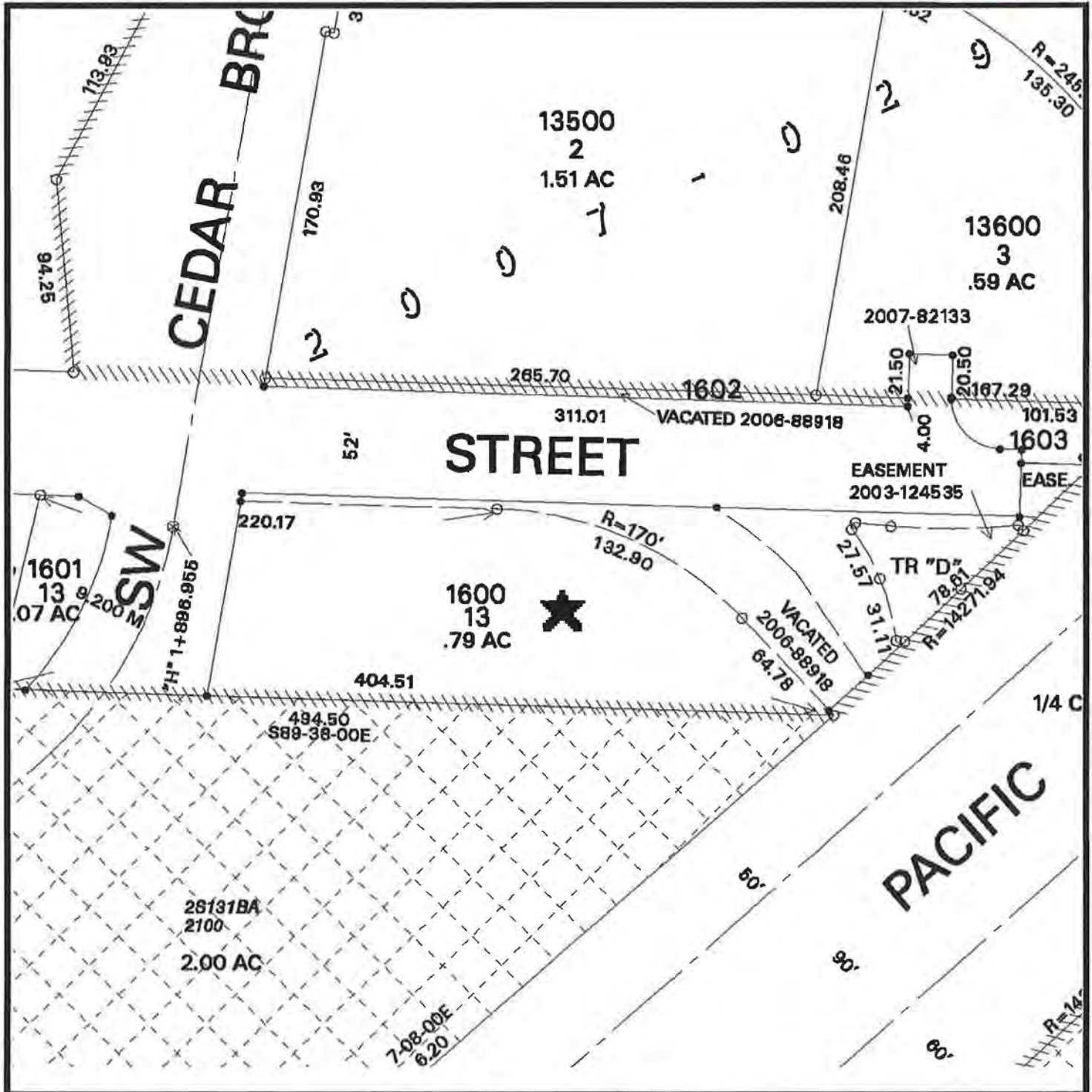


First American
Title Company of Oregon

Customer Service Department
 121 SW Morrison Street Suite 300 Portland, OR 97204
 Phone: 503.219.TRIO (8746) Fax: 503.790.7872
 Email: cs.portland@firstam.com

THIS MAP IS PROVIDED AS A CONVENIENCE IN LOCATING PROPERTY. FIRST AMERICAN TITLE COMPANY OF OREGON ASSUMES NO LIABILITY FOR ANY VARIATIONS AS MAY BE DISCLOSED BY AN ACTUAL SURVEY

Reference Parcel #: 2S130CD 01600



First American
Title Company of Oregon

Customer Service Department
121 SW Morrison Street Suite 300 Portland, OR 97204
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01147005200700831870040042

I, Richard Hobemicht, Director of Assessment and Taxation and Ex-Officio County Clerk for Washington County, Oregon, do hereby certify that the within instrument of writing was received and recorded in the book of records of said county.

Richard Hobemicht, Director of Assessment and Taxation, Ex-Officio County Clerk



305-
LAND AMERICA / COMMTEL 07-804561w

After recording return to:

Susan C. Glen
851 SW Sixth Avenue, Suite 1500
Portland, OR 97204

Until a change is requested, all tax statements shall be sent to the following address:

Nathan S. Doyel
16160 SW Langer Drive
Sherwood, OR 97140

WARRANTY DEED

Nathan S. Doyel and Elizabeth P. Doyel ("Grantor"), convey and warrant to Handle Properties, LLC, an Oregon limited liability company ("Grantee"), the following described real property free of encumbrances except as specifically set forth on the attached Exhibit A:

Lot 13, Wyndham Ridge, in the City of Sherwood, County of Washington and State of Oregon;

TOGETHER WITH that portion of vacated Handley Street which inured thereto by Ordinance No. 2006-11, recorded July 26, 2006 as Recorder's Fee No. 2006-088918, Washington County Deed Records;

EXCEPTING THEREFROM that portion conveyed to the State of Oregon, by and through its Department of Transportation, by deed recorded December 6, 2002 as Recorder's Fee No. 2002-0148476.

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 197.352. 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 APPROVED USES, 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 197.352.

Other property or value was either part or the whole consideration for this conveyance.

Dated: June 20, 2007

Grantor:

Nathan S. Doyel

Elizabeth P. Doyel

[Notarial acknowledgment follows on separate page]

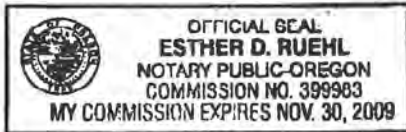
1 - WARRANTY DEED

DCAPDX_#425023_v1_v1_reccord_warranty_deed_gzrod_ll_-_doyl-2.doc

State of Oregon)
County of WASHINGTON) ss.

This instrument was acknowledged before me on June 20, 2007 by Nathan S. Doyel and Elizabeth P. Doyel.

Esther D. Ruehl
Notary Public for Oregon
Commission No.: 399983
My Commission Expires: Nov. 30, 2009



2 - WARRANTY DEED

DCAPDX_426623_v1_v1_second_warranty_deed_parcel_11_-_09y1-2.doc

EXHIBIT A

Encumbrances

1. Limited access in deed to State of Oregon, by and through its Department of Transportation, Highway Department which provides that no right or easement of right of access to, from or across the State Highway other than expressly provided therein shall attach to the abutting property,

Recorded: August 17, 1954
As: B 0359 P 320

2. Easements, subject to the terms and provisions thereof, as delineated and set forth on the recorded plat or Partition Plat 1995-29,

For: Slopes

3. Restrictive covenants to waive future rights of remonstrance against the formation of a local improvement district and any assessment thereof,

Recorded: April 10, 1995
As: 95024635
For: Public street and utilities

4. Conditions, restrictions and/or setbacks, as shown on the recorded plat of Wyndham Ridge.

5. Easements, subject to the terms and provisions thereof, as delineated and set forth on the recorded plat,

For: Slopes

6. Limited access in deed to State of Oregon, by and through its Department of Transportation, Highway Department which provides that no right or easement of right of access to, from or across the State Highway other than expressly provided therein shall attach to the abutting property,

Recorded: December 6, 2002
As: 2002-148476

7. An easement disclosed by instrument,

Recorded: December 6, 2002
As: 2002-148476
In favor of: The State of Oregon, by and through its Department of Transportation
For: Slopes, water, gas, electric and communication service lines, fixtures and facilities

1 - EXHIBIT A: ENCUMBRANCES

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8. **Easements for existing public utilities in vacated street area reserved by Ordinance No. 20006-011 and the conditions imposed thereby.**

Recorded: July 26, 2006
As: 2006-088918

9. **An easement disclosed by instrument.**

Recorded: July 26, 2006
As: 2006-088918
In favor of: The City of Sherwood
For: Public utilities

2 -- EXHIBIT A: ENCUMBRANCES

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48
11

Washington County, Oregon 2008-025471

03/24/2008 11:10:49 AM
D-M Cref# STR# C PFS#
\$40.00 \$5.00 \$11.00 - Total = \$56.00



0123047320080024710080084

I, Richard Hobernick, Director of Assessment and Taxation and Ex-Officio County Clerk for Washington County, Oregon, do hereby certify that the within instrument of writing was received and recorded in the book of records of said county.



Richard Hobernick, Director of Assessment and Taxation, Ex-Officio County Clerk

RECORDATION REQUESTED BY:

FIRST INDEPENDENT BANK
Commercial Banking - Portland
222 SW Columbia Street, Suite 1500, Portland, OR 97201
P.O. Box 8904
Vancouver, WA 98668

WHEN RECORDED MAIL TO:

FIRST INDEPENDENT BANK
Commercial Banking - Portland
222 SW Columbia Street, Suite 1500, Portland, OR 97201
P.O. Box 8904
Vancouver, WA 98668

SEND TAX NOTICES TO:

FIRST INDEPENDENT BANK
Commercial Banking - Portland
222 SW Columbia Street, Suite 1500, Portland, OR 97201
P.O. Box 8904
Vancouver, WA 98668

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

LINE OF CREDIT INSTRUMENT

LINE OF CREDIT DEED OF TRUST. (A) This Deed of Trust is a LINE OF CREDIT INSTRUMENT. (B) The maximum principal amount to be advanced pursuant to the Note is \$1,250,000. (C) The term of the Note commences on the date of this Deed of Trust and ends on April 1, 2009.

THIS DEED OF TRUST is dated March 18, 2008, among HANDLE PROPERTIES, LLC, an Oregon limited liability company, whose address is 15426 SW Pleasant Hill, Sherwood, OR 97140 ("Grantor"); FIRST INDEPENDENT BANK, whose address is Commercial Banking - Portland, 222 SW Columbia Street, Suite 1500, Portland, OR 97201, P.O. Box 8904, Vancouver, WA 98668 (referred to below sometimes as "Lender" and sometimes as "Beneficiary"); and UPF Incorporated, a Washington corporation, whose address is 910 W. Boone Avenue, Spokane, WA 99201 (referred to below as "Trustee").

Conveyance and Grant. For valuable consideration, represented in the Note dated March 18, 2008, in the original principal amount of \$1,250,000.00, from Borrower to Lender, Grantor conveys to Trustee for the benefit of Lender as Beneficiary all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in Washington County, State of Oregon:

PARCEL I:

Lot 13, Wyndham Ridge, in the City of Sherwood, County of Washington and State of Oregon;

TOGETHER WITH that portion of vacated Handley Street which inured thereto by Ordinance No. 2006-11, recorded July 26, 2006 as Recorder's Fee No. 2006-088918, Washington County Deed Records;

EXCEPTING THEREFROM that portion conveyed to the State of Oregon, by and through its Department of Transportation, by deed recorded December 6, 2002 as Recorder's Fee No. 2002-0148478.

PARCEL II:

Tract "D", Wyndham Ridge, in the City of Sherwood, County of Washington and State of Oregon;

TOGETHER WITH that portion of vacated Handley Street which inured thereto by Ordinance No. 2006-11, recorded July 26, 2006 as Recorder's Fee No. 2006-088918, Washington County Deed Records

The Real Property or its address is commonly known as 17680 SW Handley Street, Sherwood, OR 97140. The Real Property tax identification number is R2064289.

Cross-Collateralization. In addition to the Note, this Deed of Trust secures all obligations, debts and liabilities, plus interest thereon, of either Grantor or Borrower to Lender, or any one or more of them, as well as all claims by Lender against Borrower and Grantor or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated, whether Borrower or Grantor may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable.

Grantor presently assigns to Lender (also known as Beneficiary in this Deed of Trust) all of Grantor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

THIS DEED OF TRUST, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (1) PAYMENT OF THE INDEBTEDNESS AND (2) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THE NOTE, THE RELATED DOCUMENTS, AND THIS DEED OF TRUST. THIS DEED OF TRUST IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

Grantor's Representations and Warranties. Grantor warrants that: (a) this Deed of Trust is executed at Borrower's request and not at the request of Lender; (b) Grantor has the full power, right, and authority to enter into this Deed of Trust and to hypothecate the Property; (c) the provisions of this Deed of Trust do not conflict with, or result in a default under any agreement or other instrument binding upon Grantor and do not result in a violation of any law, regulation, court decree or order applicable to Grantor; (d) Grantor has established adequate means of obtaining from Borrower on a continuing basis information about Borrower's financial condition; and (e) Lender has made no representation to Grantor about Borrower (including without limitation the creditworthiness of Borrower).

Grantor's Waivers. Grantor waives all rights or defenses arising by reason of any "one action" or "anti-deficiency" law, or any other law which may prevent Lender from bringing any action against Grantor, including a claim for deficiency in the event Lender is otherwise entitled to a claim for deficiency, before or after Lender's commencement or completion of any foreclosure action, either judicially or by exercise of a power of sale.

Payment and Performance. Except as otherwise provided in this Deed of Trust, Borrower and Grantor shall pay to Lender all indebtedness secured by this Deed of Trust as it becomes due, and Borrower and Grantor shall strictly perform all their respective obligations under the Note, this Deed of Trust, and the Related Documents.

Possession and Maintenance of the Property. Borrower and Grantor agree that Borrower's and Grantor's possession and use of the Property shall be governed by the following provisions:

Possession and Use. Until the occurrence of an Event of Default, Grantor may (a) remain in possession and control of the Property;

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DEED OF TRUST
(Continued)

Loan No: 5700577

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(b) use, operate or manage the Property; and (c) collect the Rents from the Property. The following provisions relate to the use of the Property or to other limitations on the Property. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 197.352. 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 APPROVED USES, 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 197.352.

Duty to Maintain. Grantor shall maintain the Property in tenable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

Compliance With Environmental Laws. Grantor represents and warrants to Lender that: (a) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; (b) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (i) any breach or violation of any Environmental Laws, (ii) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property, or (iii) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (c) Except as previously disclosed to and acknowledged by Lender in writing, (i) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from the Property; and (ii) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation all Environmental Laws. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Grantor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Deed of Trust. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Grantor or to any other person. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for Hazardous Substances. Grantor hereby (a) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any future laws, and (b) agrees to indemnify, defend, and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Deed of Trust or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Grantor's ownership or interest in the Property, whether or not the same was or should have been known to Grantor. The provisions of this section of the Deed of Trust, including the obligation to indemnify and defend, shall survive the payment of the indebtedness and the satisfaction and reconveyance of the lien of this Deed of Trust and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

Nuisance, Waste. Grantor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any striping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Grantor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), coal, clay, scoria, soil, gravel or rock products without Lender's prior written consent.

Removal of Improvements. Grantor shall not demolish or remove any Improvements from the Real Property without Lender's prior written consent. As a condition to the removal of any Improvements, Lender may require Grantor to make arrangements satisfactory to Lender to replace such Improvements with Improvements of at least equal value.

Lender's Right to Enter. Lender and Lender's agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests and to inspect the Real Property for purposes of Grantor's compliance with the terms and conditions of this Deed of Trust.

Compliance with Governmental Requirements. Grantor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property, including without limitation, the Americans With Disabilities Act. Grantor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Grantor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

Duty to Protect. Grantor agrees neither to abandon or leave unattended the Property. Grantor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

Due on Sale - Consent By Lender. Lender may, at Lender's option, declare immediately due and payable all sums secured by this Deed of Trust upon the sale or transfer, without Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest in the Real Property; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of an interest in the Real Property. If any Grantor is a corporation, partnership or limited liability company, transfer also includes any change in ownership of more than twenty-five percent (25%) of the voting stock, partnership interests or limited liability company interests, as the case may be, of such Grantor. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or by Oregon law.

Taxes and Liens. The following provisions relating to the taxes and liens on the Property are part of this Deed of Trust:

Payment. Grantor shall pay when due (and in all events prior to delinquency) all taxes, special taxes, assessments, charges (including water and sewer), fines and impositions levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Grantor shall maintain the Property free of all liens having priority over or equal to the interest of Lender under this Deed of Trust, except for the lien of taxes and assessments not due, except for the Existing Indebtedness referred to below, and except as otherwise provided in this Deed of Trust.

Right to Contest. Grantor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a lien arises or is filed as a result of nonpayment, Grantor shall within fifteen (15) days after the lien arises or, if a lien is filed, within fifteen (15) days after Grantor has notice of the filing, secure the discharge of the lien, or if requested by Lender, deposit with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and attorneys' fees, or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Grantor shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property. Grantor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

Evidence of Payment. Grantor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments against the Property.

Notice of Construction. Grantor shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialman's lien, or other lien could be asserted on account of the work, services, or materials. Grantor will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Grantor can and will pay the cost of such improvements.

Property Damage Insurance. The following provisions relating to insuring the Property are a part of this Deed of Trust:

Maintenance of Insurance. Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender. Grantor shall also procure and maintain comprehensive general liability insurance in such coverage amounts as Lender may request with Trustee and Lender being named as additional insureds in such liability insurance policies. Additionally, Grantor shall maintain such other insurance, including but not limited to hazard, business interruption, and boiler insurance, as Lender may reasonably require. Policies shall be written in form, amounts, coverages and basic reasonably acceptable to Lender and issued by a company or companies reasonably acceptable to Lender. Grantor, upon request of Lender, will deliver to Lender from time to time the policies or certificates

of insurance in form satisfactory to Lender, including stipulations that coverages will not be cancelled or diminished without at least ten (10) days prior written notice to Lender. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. Should the Real Property be located in an area designated by the Director of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain Federal Flood Insurance, if available, within 45 days after notice is given by Lender that the Property is located in a special flood hazard area, for the full unpaid principal balance of the loan and any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan.

Application of Proceeds. Grantor shall promptly notify Lender of any loss or damage to the Property. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at Lender's election, receive and retain the proceeds of any insurance and apply the proceeds to the reduction of the indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If Lender elects to apply the proceeds to restoration and repair, Grantor shall repair or replace the damaged or destroyed improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration if Grantor is not in default under this Deed of Trust. Any proceeds which have not been disbursed within 150 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Deed of Trust, then to pay accrued interest, and the remainder, if any, shall be applied to the principal balance of the indebtedness. If Lender holds any proceeds after payment in full of the indebtedness, such proceeds shall be paid to Grantor as Grantor's interests may appear.

Compliance with Existing Indebtedness. During the period in which any Existing Indebtedness described below is in effect, compliance with the insurance provisions contained in the instrument evidencing such Existing Indebtedness shall constitute compliance with the insurance provisions under this Deed of Trust, to the extent compliance with the terms of this Deed of Trust would constitute a duplication of insurance requirement. If any proceeds from the insurance become payable on loss, the provisions in this Deed of Trust for division of proceeds shall apply only to that portion of the proceeds not payable to the holder of the Existing Indebtedness.

Grantor's Report on Insurance. Upon request of Lender, however not more than once a year, Grantor shall furnish to Lender a report on each existing policy of insurance showing: (a) the name of the insurer; (b) the risks insured; (c) the amount of the policy; (d) the property insured, the then current replacement value of such property, and the manner of determining that value; and (e) the expiration date of the policy. Grantor shall, upon request of Lender, have an independent appraiser satisfactory to Lender determine the cash value replacement cost of the Property.

Tax and Insurance Reserves. Subject to any limitations set by applicable law, Lender may require Grantor to maintain with Lender reserves for payment of annual taxes, assessments, and insurance premiums, which reserves shall be created by advance payment or monthly payments of a sum estimated by Lender to be sufficient to produce, amounts at least equal to the taxes, assessments, and insurance premiums to be paid. The reserve funds shall be held by Lender as a general deposit from Grantor, which Lender may satisfy by payment of the taxes, assessments, and insurance premiums required to be paid by Grantor as they become due. Lender shall have the right to draw upon the reserve funds to pay such items, and Lender shall not be required to determine the validity or accuracy of any item before paying it. Nothing in the Deed of Trust shall be construed as requiring Lender to advance other monies for such purposes, and Lender shall not incur any liability for anything it may do or omit to do with respect to the reserve account. Subject to any limitations set by applicable law, if the reserve funds disclose a shortage or deficiency, Grantor shall pay such shortage or deficiency as required by Lender. All amounts in the reserve account are hereby pledged to further secure the indebtedness, and Lender is hereby authorized to withdraw and apply such amounts on the indebtedness upon the occurrence of an Event of Default. Lender shall not be required to pay any interest or earnings on the reserve funds unless required by law or agreed to by Lender in writing. Lender does not hold the reserve funds in trust for Grantor, and Lender is not Grantor's agent for payment of the taxes and assessments required to be paid by Grantor.

Lender's Expenditures. If any action or proceeding is commenced that would materially affect Lender's interest in the Property or if Grantor fails to comply with any provision of this Deed of Trust or any Related Documents, including but not limited to Grantor's failure to comply with any obligation to maintain Existing Indebtedness in good standing as required below, or to discharge or pay when due any amounts Grantor is required to discharge or pay under this Deed of Trust or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Property and paying all costs for insuring, maintaining and preserving the Property. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the indebtedness and, at Lender's option, will (1) be payable on demand; (2) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (a) the term of any applicable insurance policy; or (b) the remaining term of the Note; or (3) be treated as a balloon payment which will be due and payable at the Note's maturity. The Deed of Trust also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon Default.

Warranty; Defense of Title. The following provisions relating to ownership of the Property are a part of this Deed of Trust:

Title. Grantor warrants that: (a) Grantor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in the Existing Indebtedness section below or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Deed of Trust, and (b) Grantor has the full right, power, and authority to execute and deliver this Deed of Trust to Lender.

Defense of Title. Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Grantor's title or the interest of Trustee or Lender under this Deed of Trust, Grantor shall defend the action at Grantor's expense. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Grantor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

Compliance With Laws. Grantor warrants that the Property and Grantor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

Survival of Representations and Warranties. All representations, warranties, and agreements made by Grantor in this Deed of Trust shall survive the execution and delivery of this Deed of Trust, shall be continuing in nature, and shall remain in full force and effect until such time as Borrower's indebtedness shall be paid in full.

Existing Indebtedness. The following provisions concerning Existing Indebtedness are a part of this Deed of Trust:

Existing Lien. The lien of this Deed of Trust securing the indebtedness may be secondary and inferior to an existing lien. Grantor expressly covenants and agrees to pay, or see to the payment of, the Existing Indebtedness and to prevent any default on such indebtedness, any default under the instruments evidencing such indebtedness, or any default under any security documents for such indebtedness.

No Modification. Grantor shall not enter into any agreement with the holder of any mortgage, deed of trust, or other security agreement which has priority over this Deed of Trust by which that agreement is modified, amended, extended, or renewed without the prior written consent of Lender. Grantor shall neither request nor accept any future advances under any such security agreement without the prior written consent of Lender.

Condemnation. The following provisions relating to condemnation proceedings are a part of this Deed of Trust:

Proceedings. If any proceeding in condemnation is filed, Grantor shall promptly notify Lender in writing, and Grantor shall promptly take such steps as may be necessary to defend the action and obtain the award. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Grantor will deliver or cause to be delivered to Lender such instruments and documentation as may be requested by Lender from time to time to permit such participation.

Application of Net Proceeds. If all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation, Lender may at its election require that all or any portion of the net proceeds of the award be applied to the indebtedness or the repair or restoration of the Property. The net proceeds of the award shall mean the award after payment of all reasonable costs, expenses, and attorneys' fees incurred by Trustee or Lender in connection with the condemnation.

DEED OF TRUST
(Continued)

Loan No: 5700577

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Imposition of Taxes, Fees and Charges By Governmental Authorities. The following provisions relating to governmental taxes, fees and charges are a part of this Deed of Trust:

Current Taxes, Fees and Charges. Upon request by Lender, Grantor shall execute such documents in addition to this Deed of Trust and take whatever other action is requested by Lender to perfect and continue Lender's lien on the Real Property. Grantor shall reimburse Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Deed of Trust, including without limitation all taxes, fees, documentary stamps, and other charges for recording or registering this Deed of Trust.

Taxes. The following shall constitute taxes to which this section applies: (a) a specific tax upon this type of Deed of Trust or upon all or any part of the indebtedness secured by the Deed of Trust; (b) a specific tax on Borrower which Borrower is authorized or required to deduct from payments on the indebtedness secured by this type of Deed of Trust; (c) a tax on this type of Deed of Trust chargeable against the Lender or the holder of the Note; and (d) a specific tax on all or any portion of the indebtedness or on payments of principal and interest made by Borrower.

Subsequent Taxes. If any tax to which this section applies is enacted subsequent to the date of this Deed of Trust, this event shall have the same effect as an Event of Default, and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Grantor either (a) pays the tax before it becomes delinquent or (b) contacts the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

Security Agreement; Financing Statements. The following provisions relating to this Deed of Trust as a security agreement are a part of this Deed of Trust:

Security Agreement. This instrument shall constitute a Security Agreement to the extent any of the Property constitutes fixtures, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.

Security Interest. Upon request by Lender, Grantor shall take whatever action is requested by Lender to perfect and continue Lender's security interest in the Rents and Personal Property. In addition to recording this Deed of Trust in the real property records, Lender may, at any time and without further authorization from Grantor, file executed counterparts, copies or reproductions of this Deed of Trust as a financing statement. Grantor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Grantor shall not remove, sever or detach the Personal Property from the Property. Upon default, Grantor shall assemble any Personal Property not affixed to the Property in a manner and at a place reasonably convenient to Grantor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender to the extent permitted by applicable law.

Addresses. The mailing addresses of Grantor (debtor) and Lender (secured party) from which information concerning the security interest granted by this Deed of Trust may be obtained (each as required by the Uniform Commercial Code) are as stated on the first page of this Deed of Trust.

Further Assurances; Attorney-in-Fact. The following provisions relating to further assurances and attorney-in-fact are a part of this Deed of Trust:

Further Assurances. At any time, and from time to time, upon request of Lender, Grantor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refilled, or rerecorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (a) Borrower's and Grantor's obligations under the Note, this Deed of Trust, and the Related Documents; and (b) the liens and security interests created by this Deed of Trust on the Property, whether now owned or hereafter acquired by Grantor. Unless prohibited by law or Lender agrees to the contrary in writing, Grantor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

Attorney-in-Fact. If Grantor fails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Grantor and at Grantor's expense. For such purposes, Grantor hereby irrevocably appoints Lender as Grantor's attorney-in-fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph.

Full Performance. If Borrower and Grantor pay all the indebtedness when due, and Grantor otherwise performs all the obligations imposed upon Grantor under this Deed of Trust, Lender shall execute and deliver to Trustee a request for full reconveyance and shall execute and deliver to Grantor suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Personal Property. Any reconveyance fee required by law shall be paid by Grantor, if permitted by applicable law.

Events of Default. Each of the following, at Lender's option, shall constitute an Event of Default under this Deed of Trust:

Payment Default. Borrower fails to make any payment when due under the indebtedness.

Other Defaults. Borrower or Grantor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Deed of Trust or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower or Grantor.

Compliance Default. Failure to comply with any other term, obligation, covenant or condition contained in this Deed of Trust, the Note or in any of the Related Documents.

Default on Other Payments. Failure of Grantor within the time required by this Deed of Trust to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

Environmental Default. Failure of any party to comply with or perform when due any term, obligation, covenant or condition contained in any environmental agreement executed in connection with the Property.

Default in Favor of Third Parties. Should Borrower or any Grantor default under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Grantor's property or Borrower's or any Grantor's ability to repay the indebtedness or perform their respective obligations under this Deed of Trust or any of the Related Documents.

False Statements. Any warranty, representation or statement made or furnished to Lender by Borrower or Grantor or on Borrower's or Grantor's behalf under this Deed of Trust or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Defective Collateralization. This Deed of Trust or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

Death or Insolvency. The dissolution of Grantor's (regardless of whether election to continue is made), any member withdraws from the limited liability company, or any other termination of Borrower's or Grantor's existence as a going business or the death of any member, the insolvency of Borrower or Grantor, the appointment of a receiver for any part of Borrower's or Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower or Grantor.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Borrower or Grantor or by any governmental agency against any property securing the indebtedness. This includes a garnishment of any of Borrower's or Grantor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Borrower or Grantor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Borrower or Grantor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Breach of Other Agreement. Any breach by Borrower or Grantor under the terms of any other agreement between Borrower or Grantor and Lender that is not remedied within any grace period provided therein, including without limitation any agreement concerning any indebtedness or other obligation of Borrower or Grantor to Lender, whether existing now or later.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any Guarantor of any of the indebtedness or any

Grantor dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

Adverse Change. A material adverse change occurs in Borrower's or Grantor's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

Existing Indebtedness. The payment of any installment of principal or any interest on the Existing Indebtedness is not made within the time required by the promissory note evidencing such indebtedness, or a default occurs under the instrument securing such indebtedness and is not cured during any applicable grace period in such instrument, or any suit or other action is commenced to foreclose any existing lien on the Property.

Right to Cure. If any default, other than a default in payment is curable and if Grantor has not been given a notice of a breach of the same provision of this Deed of Trust within the preceding twelve (12) months, it may be cured if Grantor, after receiving written notice from Lender demanding cure of such default: (a) cures the default within fifteen (15) days; or (b) if the cure requires more than fifteen (15) days, immediately initiates steps which Lender deems in Lender's sole discretion to be sufficient to cure the default and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

Rights and Remedies on Default. If an Event of Default occurs under this Deed of Trust, at any time thereafter, Trustee or Lender may exercise any one or more of the following rights and remedies:

Election of Remedies. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Deed of Trust, after Grantor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies.

Accelerate Indebtedness. Lender shall have the right at its option without notice to Borrower or Grantor to declare the entire Indebtedness immediately due and payable, including any prepayment penalty which Borrower would be required to pay.

Foreclosure. With respect to all or any part of the Real Property, the Trustee shall have the right to foreclose by notice and sale, and Lender shall have the right to foreclose by judicial foreclosure, in either case in accordance with and to the full extent provided by applicable law. If this Deed of Trust is foreclosed by judicial foreclosure, Lender will be entitled to a judgment which will provide that if the foreclosure sale proceeds are insufficient to satisfy the judgment, execution may issue for the amount of the unpaid balance of the judgment.

UCC Remedies. With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code.

Collect Rents. Lender shall have the right, without notice to Borrower or Grantor to take possession of and manage the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the Indebtedness. In furtherance of this right, Lender may require any tenant or other user of the Property to make payments of rent or use fees directly to Lender. If the Rents are collected by Lender, then Grantor irrevocably designates Lender as Grantor's attorney-in-fact to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

Appoint Receiver. Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

Tenancy at Sufferance. If Grantor remains in possession of the Property after the Property is sold as provided above or Lender otherwise becomes entitled to possession of the Property upon default of Borrower or Grantor, Grantor shall become a tenant at sufferance of Lender or the purchaser of the Property and shall, at Lender's option, either (a) pay a reasonable rental for the use of the Property, or (b) vacate the Property immediately upon the demand of Lender.

Other Remedies. Trustee or Lender shall have any other right or remedy provided in this Deed of Trust or the Note or available at law or in equity.

Notice of Sale. Lender shall give Grantor reasonable notice of the time and place of any public sale of the Personal Property or of the time after which any private sale or other intended disposition of the Personal Property is to be made. Reasonable notice shall mean notice given at least fifteen (15) days before the time of the sale or disposition. Any sale of the Personal Property may be made in conjunction with any sale of the Real Property.

Sale of the Property. To the extent permitted by applicable law, Borrower and Grantor hereby waives any and all rights to have the Property marshalled. In exercising its rights and remedies, the Trustee or Lender shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property.

Attorneys' Fees; Expenses. If Lender institutes any suit or action to enforce any of the terms of this Deed of Trust, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees, title insurance, and fees for the Trustee, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

Rights of Trustee. Trustee shall have all of the rights and duties of Lender as set forth in this section.

Powers and Obligations of Trustee. The following provisions relating to the powers and obligations of Trustee are part of this Deed of Trust:

Powers of Trustee. In addition to all powers of Trustee arising as a matter of law, Trustee shall have the power to take the following actions with respect to the Property upon the written request of Lender and Grantor: (a) join in preparing and filing a map or plat of the Real Property, including the dedication of streets or other rights to the public; (b) join in granting any easement or creating any restriction on the Real Property; and (c) join in any subordination or other agreement affecting this Deed of Trust or the interest of Lender under this Deed of Trust.

Obligations to Notify. Trustee shall not be obligated to notify any other party of a pending sale under any other trust deed or lien, or of any action or proceeding in which Grantor, Lender, or Trustee shall be a party, unless the action or proceeding is brought by Trustee.

Trustee. Trustee shall meet all qualifications required for Trustee under applicable law. In addition to the rights and remedies set forth above, with respect to all or any part of the Property, the Trustee shall have the right to foreclose by notice and sale, and Lender shall have the right to foreclose by judicial foreclosure, in either case in accordance with and to the full extent provided by applicable law.

Successor Trustee. Lender, at Lender's option, may from time to time appoint a successor Trustee to any Trustee appointed under this Deed of Trust by an instrument executed and acknowledged by Lender and recorded in the office of the recorder of Washington County, State of Oregon. The instrument shall contain, in addition to all other matters required by state law, the names of the original Lender, Trustee, and Grantor, the book and page where this Deed of Trust is recorded, and the name and address of the successor trustee, and the instrument shall be executed and acknowledged by Lender or its successors in interest. The successor trustee, without conveyance of the Property, shall succeed to all the title, power, and duties conferred upon the Trustee in this Deed of Trust and by applicable law. This procedure for substitution of Trustee shall govern to the exclusion of all other provisions for substitution.

Notices. Any notice required to be given under this Deed of Trust, including without limitation any notice of default and any notice of sale shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required

by law, when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Deed of Trust. All copies of notices of foreclosure from the holder of any lien which has priority over this Deed of Trust shall be sent to Lender's address, as shown near the beginning of this Deed of Trust. Any party may change its address for notices under this Deed of Trust by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors.

Appraisal Provision. Grantor agrees to pay the cost of all appraisals and appraisal renewals, if required by Lender, on the Real Property required by Lender in its sole discretion (a) to comply with (i) any applicable statute or regulations or (ii) the request or directive (whether or not having the force of law) of any regulatory authority with jurisdiction over Lender, or (b) at any time after the occurrence of any event of default. All such appraisal costs shall become a part of the indebtedness secured hereby and payable on demand, TOGETHER WITH INTEREST at the highest rate applicable to any such indebtedness.

Counterparts-Facsimile Signatures. This Agreement may be signed in any number of counterparts, each of which will be deemed to be an original, and all of which, taken together will constitute one and the same contract. The parties will accept a signed counterpart of this Agreement transmitted by facsimile machine as though it were an original document; provided, however, that each party so transmitting a document will be obligated to deliver the manually signed original via overnight delivery service.

Oregon Oral Disclosure. UNDER OREGON LAW, MOST AGREEMENTS, PROMISES, AND COMMITMENTS MADE BY LENDER AFTER OCTOBER 3, 1989, CONCERNING LOANS AND OTHER CREDIT EXTENSIONS WHICH ARE NOT FOR PERSONAL, FAMILY, OR HOUSEHOLD PURPOSES OR SECURED SOLELY BY THE BORROWER'S RESIDENCE MUST BE IN WRITING, EXPRESS CONSIDERATION, AND BE SIGNED BY LENDER TO BE ENFORCEABLE.

Oral Disclosure. ORAL AGREEMENTS OR ORAL COMMITMENTS TO LOAN MONEY, EXTEND CREDIT OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT ARE NOT ENFORCEABLE UNDER WASHINGTON LAW.

Miscellaneous Provisions. The following miscellaneous provisions are a part of this Deed of Trust:

Amendments. This Deed of Trust, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Deed of Trust. No alteration or amendment to this Deed of Trust shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Annual Reports. If the Property is used for purposes other than Grantor's residence, Grantor shall furnish to Lender, upon request, a certified statement of net operating income received from the Property during Grantor's previous fiscal year in such form and detail as Lender shall require. "Net operating income" shall mean all cash receipts from the Property less all cash expenditures made in connection with the operation of the Property.

Caption Headings. Caption headings in this Deed of Trust are for convenience purposes only and are not to be used to interpret or define the provisions of this Deed of Trust.

Merger. There shall be no merger of the interest or estate created by this Deed of Trust with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

Governing Law. With respect to procedural matters related to the perfection and enforcement of Lender's rights against the Property, this Deed of Trust will be governed by federal law applicable to Lender and to the extent not preempted by federal law, the laws of the State of Oregon. In all other respects, this Deed of Trust will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Washington without regard to its conflicts of law provisions. However, if there ever is a question about whether any provision of this Deed of Trust is valid or enforceable, the provision that is questioned will be governed by whichever state or federal law would find the provision to be valid and enforceable. The loan transaction that is evidenced by the Note and this Deed of Trust has been applied for, considered, approved and made, and all necessary loan documents have been accepted by Lender in the State of Washington.

Choice of Venue. If there is a lawsuit, Grantor agrees upon Lender's request to submit to the jurisdiction of the courts of Clark County, State of Washington.

Joint and Several Liability. All obligations of Borrower and Grantor under this Deed of Trust shall be joint and several, and all references to Grantor shall mean each and every Grantor, and all references to Borrower shall mean each and every Borrower. This means that each Grantor signing below is responsible for all obligations in this Deed of Trust. Where any one or more of the parties is a corporation, partnership, limited liability company or similar entity, it is not necessary for Lender to inquire into the powers of any of the officers, directors, partners, members, or other agents acting or purporting to act on the entity's behalf, and any obligations made or created in reliance upon the professed exercise of such powers shall be guaranteed under this Deed of Trust.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Deed of Trust unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Deed of Trust shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Deed of Trust. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Deed of Trust, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Severability. If a court of competent jurisdiction finds any provision of this Deed of Trust to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Deed of Trust. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Deed of Trust shall not affect the legality, validity or enforceability of any other provision of this Deed of Trust.

Successors and Assigns. Subject to any limitations stated in this Deed of Trust on transfer of Grantor's interest, this Deed of Trust shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Deed of Trust and the indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Deed of Trust or liability under the indebtedness.

Time is of the Essence. Time is of the essence in the performance of this Deed of Trust.

Waive Jury. All parties to this Deed of Trust hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by any party against any other party.

Waiver of Homestead Exemption. Grantor hereby releases and waives all rights and benefits of the homestead exemption laws of the State of Oregon as to all indebtedness secured by this Deed of Trust.

Commercial Deed of Trust. Grantor agrees with Lender that this Deed of Trust is a commercial deed of trust and that Grantor will not change the use of the Property without Lender's prior written consent.

Definitions. The following capitalized words and terms shall have the following meanings when used in this Deed of Trust. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Deed of Trust shall have the meanings attributed to such terms in the Uniform Commercial Code:

Beneficiary. The word "Beneficiary" means FIRST INDEPENDENT BANK, and its successors and assigns.

Borrower. The word "Borrower" means PACIFIC FAMILY DENTAL, LLC and includes all co-signers and co-makers signing the Note and all their successors and assigns.

Deed of Trust. The words "Deed of Trust" mean this Line of Credit Instrument among Grantor, Lender, and Trustee, and includes without limitation all assignment and security interest provisions relating to the Personal Property and Rents.

Default. The word "Default" means the Default set forth in this Deed of Trust in the section titled "Default".

DEED OF TRUST
(Continued)

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Environmental Laws. The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto or intended to protect human health or the environment.

Event of Default. The words "Event of Default" mean any of the events of default set forth in this Deed of Trust in the events of default section of this Deed of Trust.

Existing indebtedness. The words "Existing indebtedness" mean the indebtedness described in the Existing Liens provision of this Deed of Trust.

Grantor. The word "Grantor" means HANDLE PROPERTIES, LLC, an Oregon limited liability company.

Guarantor. The word "Guarantor" means any guarantor, surety, or accommodation party of any or all of the indebtedness.

Guaranty. The word "Guaranty" means the guaranty from Guarantor to Lender, including without limitation a guaranty of all or part of the Note.

Hazardous Substances. The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum, including crude oil and any fraction thereof and asbestos.

Improvements. The word "Improvements" means all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

Indebtedness. The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Trustee or Lender to enforce Grantor's obligations under this Deed of Trust, together with interest on such amounts as provided in this Deed of Trust. Specifically, without limitation, indebtedness includes all amounts that may be indirectly secured by the Cross-Collateralization provision of this Deed of Trust.

Lender. The word "Lender" means FIRST INDEPENDENT BANK, its successors and assigns.

Note. The word "Note" means the promissory note dated March 18, 2008, in the original principal amount of \$1,250,000.00 from Borrower to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. The maturity date of the Note is April 1, 2009.

Personal Property. The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

Property. The word "Property" means collectively the Real Property and the Personal Property.

Real Property. The words "Real Property" mean the real property, interests and rights, as further described in this Deed of Trust.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the indebtedness.

Rents. The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

Trustee. The word "Trustee" means UPF Incorporated, a Washington corporation, whose address is 910 W. Boone Avenue, Spokane, WA. 99201 and any substitute or successor trustee.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS DEED OF TRUST, AND GRANTOR AGREES TO ITS TERMS.

GRANTOR:

HANDLE PROPERTIES, LLC, AN OREGON LIMITED LIABILITY COMPANY

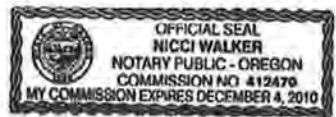
NATHAN S. DOYEL AND ELIZABETH P. DOYEL, CO-TRUSTEES OF THE NATHAN S. AND ELIZABETH P. DOYEL REVOCABLE LIVING TRUST U/D/T MARCH 28, 2002, AND ANY AMENDMENTS THERETO, Member of HANDLE PROPERTIES, LLC, an Oregon limited liability company

By: Nathan S. Doyel
Nathan S. Doyel Co-Trustee of the Nathan S. and Elizabeth P. Doyel Revocable Living Trust U/D/T March 28, 2002, and any amendments thereto

By: Elizabeth P. Doyel
Elizabeth P. Doyel Co-Trustee of the Nathan S. and Elizabeth P. Doyel Revocable Living Trust U/D/T March 28, 2002, and any amendments thereto

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Oregon)
) SS
COUNTY OF Multnomah)



On this 21 day of March, 2008, before me, the undersigned Notary Public, personally appeared Nathan S. Doyel Co-Trustee of the Nathan S. and Elizabeth P. Doyel Revocable Living Trust U/D/T March 28, 2002, and any amendments thereto, and known to me to be a member or designated agent of the limited liability company that executed the Deed of Trust and acknowledged the Deed of Trust to be the free and voluntary act and deed of the limited liability company, by authority of statute, its articles of organization or its operating agreement, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this Deed of Trust and in fact executed the Deed of Trust on behalf of the limited liability company.

By: Nicci Walker Residing at Portland, OR
Notary Public in and for the State of Oregon My commission expires 12/4/10

Loan No: 5700577

DEED OF TRUST
(Continued)

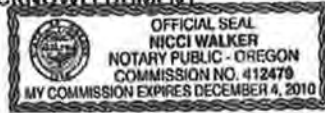
Page 8

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Oregon

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) SS

COUNTY OF Multnomah



On this 21st day of March, 2008, before me, the undersigned Notary Public, personally appeared Elizabeth P. Doyal Co-Trustee of the Nathan S. and Elizabeth P. Doyal Revocable Living Trust U/D/T March 26, 2002, and any amendments thereto, and known to me to be a member or designated agent of the limited liability company that executed the Deed of Trust and acknowledged the Deed of Trust to be the free and voluntary act and deed of the limited liability company, by authority of statute, its articles of organization or its operating agreement, for the use and purpose therein mentioned, and on oath stated that he or she is authorized to execute this Deed of Trust and in fact executed the Deed of Trust on behalf of the limited liability company.

By Nicci Walker Residing at Portland, OR
Notary Public in and for the State of Oregon My commission expires 6/4/10

* NICCI WALKER
No. 412479
EXPIRES DECEMBER 4, 2010

REQUEST FOR FULL RECONVEYANCE

(To be used only when obligations have been paid in full)

To: _____, Trustee
The undersigned is the legal owner and holder of all indebtedness secured by this Deed of Trust. All sums secured by this Deed of Trust have been fully paid and satisfied. You are hereby directed, upon payment to you of any sums owing to you under the terms of this Deed of Trust or pursuant to any applicable statute, to cancel the Note secured by this Deed of Trust (which is delivered to you together with this Deed of Trust), and to reconvey, without warranty, to the parties designated by the terms of this Deed of Trust, the estate now held by you under this Deed of Trust. Please mail the reconveyance and Related Documents to:

Date: _____ Beneficiary: _____
By: _____
Its: _____

255-11

Washington County, Oregon 2007-099041
08/13/2007 10:38:58 AM
D-M Cret: Steve K GRUBWALD
\$40.00 \$5.00 \$11.00 - Total = \$56.00



01104713200700200410080088

Richard Heberich, Director of Assessment and Taxation and Ex-Officio County Clerk for Washington County, Oregon, do hereby certify that the within instrument of writing was read and recorded in the book of records of said county.
Richard Heberich, Director of Assessment and Taxation, Ex-Officio County Clerk



RECORDATION REQUESTED BY:

First Independent Bank
Portland CRED
222 SW Columbia, Suite 1500
Portland, OR 97201

WHEN RECORDED MAIL TO:

First Independent Bank
Portland CRED
222 SW Columbia, Suite 1500
Portland, OR 97201

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

LINE OF CREDIT INSTRUMENT

LINE OF CREDIT DEED OF TRUST. (A) This Deed of Trust is a LINE OF CREDIT INSTRUMENT. (B) The maximum principal amount to be advanced pursuant to the Note is \$3,952,000. (C) The term of the Note commences on the date of this Deed of Trust and ends on September 1, 2009. (D) The maximum principal amount to be advanced pursuant to the Note may be exceeded by advances necessary to complete construction of previously agreed upon improvements on the Real Property.

THIS DEED OF TRUST is dated August 30, 2007, among Handle Properties, LLC, an Oregon limited liability company, whose address is 15425 SW Pleasant Hill, Sherwood, Oregon 97140 ("Grantor"); FIRST INDEPENDENT BANK, whose address is Commercial Real Estate - Portland, 222 SW Columbia Street, Suite 1500 Portland, OR 97201, P.O. Box 8904, Vancouver, WA 98668 (referred to below sometimes as "Lender" and sometimes as "Beneficiary"); and UPF Incorporated, a Washington corporation, whose address is 910 W. Boone Ave., Spokane, WA 99201 (referred to below as "Trustee").

Conveyance and Grant. For valuable consideration, represented in the Note dated August 30, 2007, in the original principal amount of \$3,952,000.00, from Grantor to Lender, Grantor conveys to Trustee for the benefit of Lender as Beneficiary all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures: all easements, rights of way, and appurtenances: all water, water rights and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in Washington County, State of Oregon:

See Exhibit A, which is attached to this Deed of Trust and made a part of this Deed of Trust as if fully set forth herein.

The Real Property or its address is commonly known as SW Handley Street, Sherwood, OR 97140. The Real Property tax identification number is R2054289, R2054352.

Grantor presently assigns to Lender (also known as Beneficiary in this Deed of Trust) all of Grantor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

THIS DEED OF TRUST, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (1) PAYMENT OF THE INDEBTEDNESS AND (2) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THE NOTE, THE RELATED DOCUMENTS, AND THIS DEED OF TRUST. THIS DEED OF TRUST, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS ALSO GIVEN TO SECURE ANY AND ALL OF GRANTOR'S OBLIGATIONS UNDER THAT CERTAIN CONSTRUCTION LOAN AGREEMENT BETWEEN GRANTOR AND LENDER OF EVEN DATE HERewith. ANY EVENT OF DEFAULT UNDER THE CONSTRUCTION LOAN AGREEMENT, OR ANY OF THE RELATED DOCUMENTS REFERRED TO THEREIN, SHALL ALSO BE AN EVENT OF DEFAULT UNDER THIS DEED OF TRUST. THIS DEED OF TRUST IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

Payment and Performance. Except as otherwise provided in this Deed of Trust, Grantor shall pay to Lender all amounts secured by this Deed of Trust as they become due, and shall strictly and in a timely manner perform all of Grantor's obligations under the Note, this Deed of Trust, and the Related Documents.

Construction Mortgage. This Deed of Trust is a "construction mortgage" for the purposes of Sections 0-324 and 2A-300 of the Uniform Commercial Code, as those sections have been adopted by the State of Oregon.

Possession and Maintenance of the Property. Grantor agrees that Grantor's possession and use of the Property shall be governed by the following provisions:

Possession and Use. Until the occurrence of an Event of Default, Grantor may (a) remain in possession and control of the Property; (b) use, operate or manage the Property; and (c) collect the Rents from the Property. The following provisions relate to the use of the Property or to other limitations on the Property. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 197.352. 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 APPROVED USES, 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 197.352.

Duty to Maintain. Grantor shall maintain the Property in tenable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

Compliance With Environmental Laws. Grantor represents and warrants to Lender that: (a) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; (b) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (i) any breach or violation of any Environmental Laws, (ii) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property, or (iii) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (c) Except as previously disclosed to and acknowledged by Lender in writing, (i) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from the Property; and (ii) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation all Environmental Laws. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Grantor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Deed of Trust. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Grantor or to any other person. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for Hazardous Substances. Grantor hereby (a) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws; and (b) agrees to indemnify, defend, and hold harmless Lender against any and all claims, losses,

LAND AMERICA / COMM'L 02-009041 / 11033830

or pay when due any amounts Grantor is required to discharge or pay under this Deed of Trust or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Property and paying all costs for insuring, maintaining and preserving the Property. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the Indebtedness and, at Lender's option, will (1) be payable on demand; (2) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (a) the term of any applicable insurance policy; or (b) the remaining term of the Note; or (3) be treated as a balloon payment which will be due and payable at the Note's maturity. The Deed of Trust also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon Default.

Warranty: Defense of Title. The following provisions relating to ownership of the Property are a part of this Deed of Trust:

Title. Grantor warrants that: (a) Grantor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Deed of Trust, and (b) Grantor has the full right, power, and authority to execute and deliver this Deed of Trust to Lender.

Defense of Title. Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Grantor's title or the interest of Trustee or Lender under this Deed of Trust, Grantor shall defend the action at Grantor's expense. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Grantor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

Compliance With Laws. Grantor warrants that the Property and Grantor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

Survival of Representations and Warranties. All representations, warranties, and agreements made by Grantor in this Deed of Trust shall survive the execution and delivery of this Deed of Trust, shall be continuing in nature, and shall remain in full force and effect until such time as Grantor's Indebtedness shall be paid in full.

Condemnation. The following provisions relating to condemnation proceedings are a part of this Deed of Trust:

Proceedings. If any proceeding in condemnation is filed, Grantor shall promptly notify Lender in writing, and Grantor shall promptly take such steps as may be necessary to defend the action and obtain the award. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Grantor will deliver or cause to be delivered to Lender such instruments and documentation as may be requested by Lender from time to time to permit such participation.

Application of Net Proceeds. If all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation, Lender may at its election require that all or any portion of the net proceeds of the award be applied to the Indebtedness or the repair or restoration of the Property. The net proceeds of the award shall mean the award after payment of all reasonable costs, expenses, and attorneys' fees incurred by Trustee or Lender in connection with the condemnation.

Imposition of Taxes, Fees and Charges By Governmental Authorities. The following provisions relating to governmental taxes, fees and charges are a part of this Deed of Trust:

Current Taxes, Fees and Charges. Upon request by Lender, Grantor shall execute such documents in addition to this Deed of Trust and take whatever other action is requested by Lender to perfect and continue Lender's lien on the Real Property. Grantor shall reimburse Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Deed of Trust, including without limitation all taxes, fees, documentary stamps, and other charges for recording or registering this Deed of Trust.

Taxes. The following shall constitute taxes to which this section applies: (a) a specific tax upon this type of Deed of Trust or upon all or any part of the Indebtedness secured by this Deed of Trust; (b) a specific tax on Grantor which Grantor is authorized or required to deduct from payments on the Indebtedness secured by this type of Deed of Trust; (c) a tax on this type of Deed of Trust chargeable against the Lender or the holder of the Note; and (d) a specific tax on all or any portion of the Indebtedness or on payments of principal and interest made by Grantor.

Subsequent Taxes. If any tax to which this section applies is enacted subsequent to the date of this Deed of Trust, this event shall have the same effect as an Event of Default, and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Grantor either (a) pays the tax before it becomes delinquent, or (b) contests the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

Security Agreement; Financing Statements. The following provisions relating to this Deed of Trust as a security agreement are a part of this Deed of Trust:

Security Agreement. This instrument shall constitute a Security Agreement to the extent any of the Property constitutes fixtures, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.

Security Interest. Upon request by Lender, Grantor shall take whatever action is requested by Lender to perfect and continue Lender's security interest in the Real and Personal Property. In addition to recording this Deed of Trust in the real property records, Lender may, at any time and without further authorization from Grantor, file executed counterparts, copies or reproductions of this Deed of Trust as a financing statement. Grantor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Grantor shall not remove, cover or detach the Personal Property from the Property. Upon default, Grantor shall assemble any Personal Property not affixed to the Property in a manner and at a place reasonably convenient to Grantor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender to the extent permitted by applicable law.

Addresses. The mailing addresses of Grantor (debtor) and Lender (secured party) from which information concerning the security interest granted by this Deed of Trust may be obtained (each as required by the Uniform Commercial Code) are as stated on the first page of this Deed of Trust.

Further Assurances; Attorney-in-Fact. The following provisions relating to further assurances and attorney-in-fact are a part of this Deed of Trust:

Further Assurances. At any time, and from time to time, upon request of Lender, Grantor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refilled, or rerecorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (a) Grantor's obligations under the Note, this Deed of Trust, and the Related Documents, and (b) the liens and security interests created by this Deed of Trust as first and prior liens on the Property, whether now owned or hereafter acquired by Grantor. Unless prohibited by law or Lender agrees to the contrary in writing, Grantor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

Attorney-in-Fact. If Grantor fails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Grantor and at Grantor's expense. For such purposes, Grantor hereby irrevocably appoints Lender as Grantor's attorney-in-fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph.

Full Performance. If Grantor pays all the Indebtedness when due, and otherwise performs all the obligations imposed upon Grantor under this Deed of Trust, Lender shall execute and deliver to Trustee a request for full reconveyance and shall execute and deliver to Grantor suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Real and the Personal Property. Any reconveyance fee required by law shall be paid by Grantor, if permitted by applicable law.

Events of Default. Each of the following, at Lender's option, shall constitute an Event of Default under this Deed of Trust:

**DEED OF TRUST
(Continued)**

Loan No: 4108

Page 4

Payment Default. Grantor fails to make any payment when due under the Indebtedness.

Other Defaults. Grantor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Deed of Trust or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Grantor.

Compliance Default. Failure to comply with any other term, obligation, covenant or condition contained in this Deed of Trust, the Note or in any of the Related Documents.

Default on Other Payments. Failure of Grantor within the time required by this Deed of Trust to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to affect discharge of any lien.

Environmental Default. Failure of any party to comply with or perform when due any term, obligation, covenant or condition contained in any environmental agreement executed in connection with the Property.

Default In Favor of Third Parties. Should Grantor default under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Grantor's property or Grantor's ability to repay the indebtedness or perform their respective obligations under this Deed of Trust or any of the Related Documents.

False Statements. Any warranty, representation or statement made or furnished to Lender by Grantor or on Grantor's behalf under this Deed of Trust or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Defective Collateralization. This Deed of Trust or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

Death or Insolvency. The dissolution of Grantor's (regardless of whether election to continue is made), any member withdraws from the limited liability company, or any other termination of Grantor's existence as a going business or the death of any member, the insolvency of Grantor, the appointment of a receiver for any part of Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self help, repossession or any other method, by any creditor of Grantor or by any governmental agency against any property securing the indebtedness. This includes a garnishment of any of Grantor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Grantor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Grantor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Breach of Other Agreement. Any breach by Grantor under the terms of any other agreement between Grantor and Lender that is not remedied within any grace period provided therein, including without limitation any agreement concerning any indebtedness or other obligation of Grantor to Lender, whether existing now or later.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any Guarantor of any of the indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the indebtedness, in the event of a death, Lender, at its option, may, but shall not be required to, permit the Guarantor's estate to assume unconditionally the obligations arising under the guaranty in a manner satisfactory to Lender, and, in doing so, cure any Event of Default.

Adverse Change. A material adverse change occurs in Grantor's financial condition, or Lender believes the prospect of payment or performance of the indebtedness is impaired.

Right to Cure. If any default, other than a default in payment is curable and if Grantor has not been given a notice of a breach of the same provision of this Deed of Trust within the preceding twelve (12) months, it may be cured if Grantor, after receiving written notice from Lender demanding cure of such default: (a) cures the default within fifteen (15) days; or (b) if the cure requires more than fifteen (15) days, immediately initiates steps which Lender deems in Lender's sole discretion to be sufficient to cure the default and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

Rights and Remedies on Default. If an Event of Default occurs under this Deed of Trust, at any time thereafter, Trustee or Lender may exercise any one or more of the following rights and remedies:

Election of Remedies. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Deed of Trust, after Grantor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies.

Accelerate Indebtedness. Lender shall have the right at its option without notice to Grantor to declare the entire indebtedness immediately due and payable, including any prepayment penalty which Grantor would be required to pay.

Foreclosure. With respect to all or any part of the Real Property, the Trustee shall have the right to foreclose by notice and sale, and Lender shall have the right to foreclose by judicial foreclosure, in either case in accordance with and to the full extent provided by applicable law. If this Deed of Trust is foreclosed by judicial foreclosure, Lender will be entitled to a judgment which will provide that if the foreclosure sale proceeds are insufficient to satisfy the judgment, execution may issue for the amount of the unpaid balance of the judgment.

UCC Remedies. With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code.

Collect Rents. Lender shall have the right, without notice to Grantor to take possession of and manage the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the indebtedness. In furtherance of this right, Lender may require any tenant or other user of the Property to make payments of rent or use fees directly to Lender. If the Rents are collected by Lender, then Grantor irrevocably designates Lender as Grantor's attorney-in-fact to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

Appoint Receiver. Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

Tenancy at Sufferance. If Grantor remains in possession of the Property after the Property is sold as provided above or Lender otherwise becomes entitled to possession of the Property upon default of Grantor, Grantor shall become a tenant at sufferance of Lender or the purchaser of the Property and shall, at Lender's option, either (a) pay a reasonable rental for the use of the Property, or (b) vacate the Property immediately upon the demand of Lender.

Other Remedies. Trustee or Lender shall have any other right or remedy provided in this Deed of Trust or the Note or available at law or in equity.

Notice of Sale. Lender shall give Grantor reasonable notice of the time and place of any public sale of the Personal Property or of the time after which any private sale or other intended disposition of the Personal Property is to be made. Reasonable notice shall mean notice given at least fifteen (15) days before the time of the sale or disposition. Any sale of the Personal Property may be made in conjunction with any sale of the Real Property.

Sale of the Property. To the extent permitted by applicable law, Grantor hereby waives any and all rights to have the Property marshaled. In exercising its rights and remedies, the Trustee or Lender shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property.

Attorneys' Fees; Expenses. If Lender institutes any suit or action to enforce any of the terms of this Deed of Trust, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditures until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees, title insurance, and fees for the Trustee, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

Rights of Trustee. Trustee shall have all of the rights and duties of Lender as set forth in this section.

Powers and Obligations of Trustee. The following provisions relating to the powers and obligations of Trustee are part of this Deed of Trust:

Powers of Trustee. In addition to all powers of Trustee arising as a matter of law, Trustee shall have the power to take the following actions with respect to the Property upon the written request of Lender and Grantor: (a) join in preparing and filing a map or plat of the Real Property, including the dedication of streets or other rights to the public; (b) join in granting any easement or creating any restriction on the Real Property; and (c) join in any subordination or other agreement affecting this Deed of Trust or the interest of Lender under this Deed of Trust.

Obligations to Notify. Trustee shall not be obligated to notify any other party of a pending sale under any other trust deed or lien, or of any action or proceeding in which Grantor, Lender, or Trustee shall be a party, unless the action or proceeding is brought by Trustee.

Trustee. Trustee shall meet all qualifications required for Trustee under applicable law. In addition to the rights and remedies set forth above, with respect to all or any part of the Property, the Trustee shall have the right to foreclose by notice and sale, and Lender shall have the right to foreclose by judicial foreclosure, in either case in accordance with and to the full extent provided by applicable law.

Successor Trustee. Lender, at Lender's option, may from time to time appoint a successor Trustee to any Trustee appointed under this Deed of Trust by an instrument executed and acknowledged by Lender and recorded in the office of the recorder of Washington County, State of Oregon. The instrument shall contain, in addition to all other matters required by state law, the names of the original Lender, Trustee, and Grantor, the book and page where this Deed of Trust is recorded, and the name and address of the successor trustee, and the instrument shall be executed and acknowledged by Lender or its successors in interest. The successor trustee, without conveyance of the Property, shall succeed to all the title, power, and duties conferred upon the Trustee in this Deed of Trust and by applicable law. This procedure for substitution of Trustee shall govern to the exclusion of all other provisions for substitution.

Notices. Any notice required to be given under this Deed of Trust, including without limitation any notice of default and any notice of sale shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Deed of Trust. All copies of notices of foreclosure from the holder of any lien which has priority over this Deed of Trust shall be sent to Lender's address, as shown near the beginning of this Deed of Trust. Any party may change its address for notices under this Deed of Trust by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors.

APPRAISAL PROVISION. Grantor agrees to pay the cost of all appraisals and appraisal reviews, if required by Lender, on the Real Property required by Lender in its sole discretion (a) to comply with (i) any applicable statute or regulations or (ii) the request or directive (whether or not having the force of law) of any regulatory authority with jurisdiction over Lender, or (b) at any time after the occurrence of any event of default. All such appraisal costs shall become a part of the indebtedness secured hereby and payable on demand, TOGETHER WITH INTEREST at the highest rate applicable to any such indebtedness.

COUNTERPARTS/FACSIMILE SIGNATURES. This Agreement may be signed in any number of counterparts, each of which will be deemed to be an original, and all of which, taken together will constitute one and the same contract. The parties will accept a signed counterpart of this Agreement transmitted by facsimile machine as though it were an original document; provided, however, that each party so transmitting a document will be obligated to deliver the manually signed original via overnight delivery service.

ORAL DISCLOSURE. ORAL AGREEMENTS OR ORAL COMMITMENTS TO LOAN MONEY, EXTEND CREDIT OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT ARE NOT ENFORCEABLE UNDER WASHINGTON LAW.

ADDITIONAL RESERVES. Subject to any limitations set by applicable law, if the reserve funds required by the Tax and Insurance Reserves section of this Deed of Trust decline a shortage or deficiency, Grantor shall pay such shortage or deficiency as required by Lender.

OREGON ORAL DISCLOSURE. UNDER OREGON LAW, MOST AGREEMENTS, PROMISES, AND COMMITMENTS MADE BY LENDER AFTER OCTOBER 3, 1989, CONCERNING LOANS AND OTHER CREDIT EXTENSIONS WHICH ARE NOT FOR PERSONAL, FAMILY, OR HOUSEHOLD PURPOSES OR SECURED SOLELY BY THE BORROWER'S RESIDENCE MUST BE IN WRITING, EXPRESS CONSIDERATION, AND BE SIGNED BY LENDER TO BE ENFORCEABLE.

Miscellaneous Provisions. The following miscellaneous provisions are a part of this Deed of Trust:

Amendments. This Deed of Trust, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Deed of Trust. No alteration or amendment to this Deed of Trust shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Annual Reports. If the Property is used for purposes other than Grantor's residence, Grantor shall furnish to Lender, upon request, a certified statement of net operating income received from the Property during Grantor's previous fiscal year in such form and detail as Lender shall require. "Net operating income" shall mean all cash receipts from the Property less all cash expenditures made in connection with the operation of the Property.

Caption Headings. Caption headings in this Deed of Trust are for convenience purposes only and are not to be used to interpret or define the provisions of this Deed of Trust.

Merger. There shall be no merger of the interest or estate created by this Deed of Trust with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

Governing Law. With respect to procedural matters related to the perfection and enforcement of Lender's rights against the Property, this Deed of Trust will be governed by federal law applicable to Lender and to the extent not preempted by federal law, the laws of the State of Oregon. In all other respects, this Deed of Trust will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Washington without regard to its conflicts of law provisions. However, if there ever is a question about whether any provision of this Deed of Trust is valid or enforceable, the provision that is questioned will be governed by whichever state or federal law would find the provision to be valid and enforceable. The loan transaction that is evidenced by the Note and this Deed of Trust has been applied for, considered, approved and made, and all necessary loan documents have been accepted by Lender in the State of Washington.

Choice of Venue. If there is a lawsuit, Grantor agrees upon Lender's request to submit to the jurisdiction of the courts of Clark County, State of Washington.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Deed of Trust unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Deed of Trust shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Deed of Trust. No oral waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Deed of Trust, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Severability. If a court of competent jurisdiction finds any provision of this Deed of Trust to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If

feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Deed of Trust. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Deed of Trust shall not affect the legality, validity or enforceability of any other provision of this Deed of Trust.

Successors and Assigns. Subject to any limitations stated in this Deed of Trust on transfer of Grantor's interest, this Deed of Trust shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Deed of Trust and the indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Deed of Trust or liability under the indebtedness.

Time is of the Essence. Time is of the essence in the performance of this Deed of Trust.

Waive Jury. All parties to this Deed of Trust hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by any party against any other party.

Waiver of Homestead Exemption. Grantor hereby releases and waives all rights and benefits of the homestead exemption laws of the State of Oregon as to all indebtedness secured by this Deed of Trust.

Commercial Deed of Trust. Grantor agrees with Lender that this Deed of Trust is a commercial deed of trust and that Grantor will not change the use of the Property without Lender's prior written consent.

Definitions. The following capitalized words and terms shall have the following meanings when used in this Deed of Trust. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Deed of Trust shall have the meanings attributed to such terms in the Uniform Commercial Code:

Beneficiary. The word "Beneficiary" means FIRST INDEPENDENT BANK, and its successors and assigns.

Borrower. The word "Borrower" means Handle Properties, LLC and includes all co-signers and co-makers signing the Note and all their successors and assigns.

Deed of Trust. The words "Deed of Trust" mean this Line of Credit instrument among Grantor, Lender, and Trustee, and includes without limitation all assignment and security interest provisions relating to the Personal Property and Rents.

Default. The word "Default" means the Default set forth in this Deed of Trust in the section titled "Default".

Environmental Laws. The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto or intended to protect human health or the environment.

Event of Default. The words "Event of Default" mean any of the events of default set forth in this Deed of Trust in the events of default section of this Deed of Trust.

Grantor. The word "Grantor" means Handle Properties, LLC.

Guarantor. The word "Guarantor" means any guarantor, surety, or accommodation party of any or all of the indebtedness.

Guaranty. The word "Guaranty" means the guaranty from Guarantor to Lender, including without limitation a guaranty of all or part of the Note.

Hazardous Substances. The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum, including crude oil and any fraction thereof and asbestos.

Improvements. The word "Improvements" means all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

Indebtedness. The word "indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Trustee or Lender to enforce Grantor's obligations under this Deed of Trust, together with interest on such amounts as provided in this Deed of Trust.

Lender. The word "Lender" means FIRST INDEPENDENT BANK, its successors and assigns.

Note. The word "Note" means the promissory note dated August 30, 2007, in the original principal amount of \$3,952,000.00 from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. The maturity date of the Note is September 1, 2009.

Personal Property. The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

Property. The word "Property" means collectively the Real Property and the Personal Property.

Real Property. The words "Real Property" mean the real property, interests and rights, as further described in this Deed of Trust.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guarantees, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the indebtedness.

Rents. The word "Rents" means all present and future rents, revenues, income, leases, royalties, profits, and other benefits derived from the Property.

Trustee. The word "Trustee" means UPF Incorporated, a Washington corporation, whose address is 910 W. Boone Ave., Spokane, WA 99201 and any substitute or successor trustees.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS DEED OF TRUST, AND GRANTOR AGREES TO ITS TERMS.

GRANTOR:

HANDLE PROPERTIES, LLC

THE NATHAN AND ELIZABETH DOYEL REVOCABLE TRUST, Member of Handle Properties, LLC

By: 
Nathan S. Doyel, Trustee of The Nathan and Elizabeth Doyel Revocable Trust

By: 
Elizabeth J. Doyel, Trustee of The Nathan and Elizabeth Doyel Revocable Trust

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Oregon)
) SS
COUNTY OF Multnomah)



On this 31 day of August, 2007, before me, the undersigned Notary Public, personally appeared Nathan S. Doyal, Trustee of the Nathan and Elizabeth Doyal Revocable Trust, Member of Handle Properties, LLC, and known to me to be a member or designated agent of the limited liability company that executed the Deed of Trust and acknowledged the Deed of Trust to be the free and voluntary act and deed of the limited liability company, by authority of statute, its articles of organization or its operating agreement, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this Deed of Trust and in fact executed the Deed of Trust on behalf of the limited liability company.

By Melissa SONSALLA, Residing at Portland, OR
Notary Public in and for the State of Oregon My commission expires 09-21-08

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Oregon)
) SS
COUNTY OF Multnomah)



On this 31 day of August, 2007, before me, the undersigned Notary Public, personally appeared Elizabeth P. Doyal, Trustee of the Nathan and Elizabeth Doyal Revocable Trust, Member of Handle Properties, LLC, and known to me to be a member or designated agent of the limited liability company that executed the Deed of Trust and acknowledged the Deed of Trust to be the free and voluntary act and deed of the limited liability company, by authority of statute, its articles of organization or its operating agreement, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this Deed of Trust and in fact executed the Deed of Trust on behalf of the limited liability company.

By Melissa SONSALLA, Residing at Portland, OR
Notary Public in and for the State of Oregon My commission expires 09-21-08

REQUEST FOR FULL RECONVEYANCE
(To be used only when obligations have been paid in full)

To: _____, Trustee

The undersigned is the legal owner and holder of all indebtedness secured by this Deed of Trust. All sums secured by this Deed of Trust have been fully paid and satisfied. You are hereby directed, upon payment to you of any sums owing to you under the terms of this Deed of Trust or pursuant to any applicable statute, to cancel the Note secured by this Deed of Trust (which is delivered to you together with this Deed of Trust), and to reconvey, without warranty, to the parties designated by the terms of this Deed of Trust, the estate now held by you under this Deed of Trust. Please mail the reconveyance and related Documents to:

Date: _____ Beneficiary: _____
By: _____
Ms: _____

LOAN # 4108, Date: 08/31/07, File: 2007099041, Title: DEED OF TRUST, Commission: 385025, My Commission Expires: 09/21/08

EXHIBIT "A"
Legal Description

PARCEL I:

Lot 13, Wyndham Ridge, in the City of Sherwood, County of Washington and State of Oregon;

TOGETHER WITH that portion of vacated Handley Street which inured thereto by Ordinance No. 2006-11, recorded July 26, 2006 as Recorder's Fee No. 2006-088918, Washington County Deed Records;

EXCEPTING THEREFROM that portion conveyed to the State of Oregon, by and through its Department of Transportation, by deed recorded December 6, 2002 as Recorder's Fee No. 2002-0148476.

PARCEL II:

Tract "D", Wyndham Ridge, in the City of Sherwood, County of Washington and State of Oregon;
TOGETHER WITH that portion of vacated Handley Street which inured thereto by Ordinance No. 2006-11, recorded July 26, 2006 as Recorder's Fee No. 2006-088918, Washington County Deed Records.

Business Registry Business Name Search

[New Search](#)

Business Entity Data

10-14-2013

17:44

Registry Nbr	Entity Type	Entity Status	Jurisdiction	Registry Date	Next Renewal Date	Renewal Due?
150178-90	DLLC	ACT	OREGON	05-19-2003	05-19-2014	
Entity Name	HANDLE PROPERTIES, LLC					
Foreign Name						

[New Search](#)

Associated Names

Type	PPB	PRINCIPAL PLACE OF BUSINESS		
Addr 1	15425 SW PLEASANT HILL			
Addr 2				
CSZ	SHERWOOD	OR	97140	Country UNITED STATES OF AMERICA

Please click [here](#) for general information about registered agents and service of process.

Type	AGT	REGISTERED AGENT	Start Date	05-17-2006	Resign Date	
Name	SUSAN	PAYNE				
Addr 1	14720 SW VILLAGE LANE					
Addr 2						
CSZ	SHERWOOD	OR	97140	Country	UNITED STATES OF AMERICA	

Type	MAL	MAILING ADDRESS		
Addr 1	15425 SW PLEASANT HILL			
Addr 2				
CSZ	SHERWOOD	OR	97140	Country UNITED STATES OF AMERICA

Type	MEM	MEMBER		Resign Date	
Name	ELIZABETH	PAULINE	DOYEL		
Addr 1	15425 SW PLEASANT HILL				
Addr 2					
CSZ	SHERWOOD	OR	97140	Country	UNITED STATES OF AMERICA

Type	MEM	MEMBER		Resign Date	
Name	NATHAN	DOYEL			
Addr 1	15425 SW PLEASANT HILL				
Addr 2					
CSZ				Country	

SHERWOOD	OR	97140		UNITED STATES OF AMERICA
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[New Search](#)

Name History

Business Entity Name	Name Type	Name Status	Start Date	End Date
HANDLE PROPERTIES, LLC	EN	CUR	05-19-2003	

Please [read](#) before ordering [Copies](#).[New Search](#)

Summary History

Image Available	Action	Transaction Date	Effective Date	Status	Name/Agent Change	Dissolved By
	AMENDED ANNUAL REPORT	06-07-2013		FI		
	NOTICE LATE ANNUAL	05-24-2013		SYS		
	AMENDED ANNUAL REPORT	04-30-2012		FI		
	ANNUAL REPORT PAYMENT	04-16-2011		SYS		
	ANNUAL REPORT PAYMENT	05-26-2010		SYS		
	NOTICE LATE ANNUAL	05-21-2010		SYS		
	ANNUAL REPORT PAYMENT	04-16-2009	04-15-2009	SYS		
	ANNUAL REPORT PAYMENT	04-07-2008	04-04-2008	SYS		
	ANNUAL REPORT PAYMENT	05-22-2007	05-21-2007	SYS		
	AMNDMT TO ANNUAL RPT/INFO STATEMENT	05-17-2006		FI		
	CHANGE OF REGISTERED AGENT/ADDRESS	05-17-2006		FI	Agent	
	ANNUAL REPORT PAYMENT	05-15-2006		SYS		
	ANNUAL REPORT PAYMENT	05-19-2005		SYS		
	AMENDED ANNUAL REPORT	05-10-2004		FI		
	ARTICLES OF ORGANIZATION	05-19-2003		FI	Agent	

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AMENDED ANNUAL REPORT



Corporation Division
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E-FILED
Jun 07, 2013
OREGON SECRETARY OF STATE

REGISTRY NUMBER

15017890

REGISTRATION DATE

05/19/2003

BUSINESS NAME

HANDLE PROPERTIES, LLC

BUSINESS ACTIVITY

PROPERTY MANAGEMENT

MAILING ADDRESS

15425 SW PLEASANT HILL
SHERWOOD OR 97140 USA

TYPE

DOMESTIC LIMITED LIABILITY COMPANY

PRIMARY PLACE OF BUSINESS

15425 SW PLEASANT HILL
SHERWOOD OR 97140 USA

JURISDICTION

OREGON

REGISTERED AGENT

SUSAN PAYNE

14720 SW VILLAGE LANE
SHERWOOD OR 97140 USA

MEMBER

NATHAN DOYEL

15425 SW PLEASANT HILL
SHERWOOD OR 97140 USA

MEMBER

ELIZABETH PAULINE DOYEL

15425 SW PLEASANT HILL
SHERWOOD OR 97140 USA



By my signature, I declare as an authorized authority, that this filing has been examined by me and is, to the best of my knowledge and belief, true, correct, and complete. Making false statements in this document is against the law and may be penalized by fines, imprisonment, or both.

By typing my name in the electronic signature field, I am agreeing to conduct business electronically with the State of Oregon. I understand that transactions and/or signatures in records may not be denied legal effect solely because they are conducted, executed, or prepared in electronic form and that if a law requires a record or signature to be in writing, an electronic record or signature satisfies that requirement.

ELECTRONIC SIGNATURE

NATHAN STEPHEN DOYEL

TITLE

MEMBER

DATE SIGNED

06-07-2013

AMENDED ANNUAL REPORT

E-FILED
Apr 30, 2012

Corporation Division
www.filinginoregon.com

OREGON SECRETARY OF STATE

REGISTRY NUMBER 15017890
REGISTRATION DATE 05/19/2003
BUSINESS NAME HANDLE PROPERTIES, LLC
BUSINESS ACTIVITY PROPERTY OWNER/ MANAGING
MAILING ADDRESS 15425 SW PLEASANT HILL
SHERWOOD OR 97140 USA
TYPE DOMESTIC LIMITED LIABILITY COMPANY

PRIMARY PLACE OF BUSINESS 15425 SW PLEASANT HILL
SHERWOOD OR 97140 USA

JURISDICTION OREGON

REGISTERED AGENT SUSAN PAYNE
14720 SW VILLAGE LANE
SHERWOOD OR 97140 USA

MEMBER NATHAN DOYEL
15425 SW PLEASANT HILL
SHERWOOD OR 97140 USA

MEMBER ELIZABETH DOYEL
15425 SW PLEASANT HILL
SHERWOOD OR 97140 USA

SIGNER

NATHAN DOYEL

By my signature, I declare as an authorized authority, that this filing has been examined by me and is, to the best of my knowledge and belief, true, correct, and complete. Making false statements in this document is against the law and may be penalized by fines, imprisonment, or both.

By typing my name in the electronic signature field, I am agreeing to conduct business electronically with the State of Oregon. I understand that transactions and/or signatures in records may not be denied legal effect solely because they are conducted, executed, or prepared in electronic form and that if a law requires a record or signature to be in writing, an electronic record or signature satisfies that requirement.

ELECTRONIC SIGNATURE NATHAN DOYEL

TITLE MEMBER

DATE SIGNED 2012-04-30

Business Registry Business Name Search

[New Search](#)

Business Entity Data

10-14-2013
17:43

Registry Nbr	Entity Type	Entity Status	Jurisdiction	Registry Date	Next Renewal Date	Renewal Due?
794071-94	DLLC	ACT	OREGON	08-18-2011	08-18-2013	YES
Entity Name	KNOB PROPERTIES, LLC					
Foreign Name						

Online Renewal:

[New Search](#)

Associated Names

Type	PPB PRINCIPAL PLACE OF BUSINESS					
Addr 1	851 SW 6TH AVE STE 1500					
Addr 2						
CSZ	PORTLAND	OR	97204		Country	UNITED STATES OF AMERICA

Please click [here](#) for general information about registered agents and service of process.

Type	AGT REGISTERED AGENT			Start Date	08-18-2011	Resign Date
Name	SUSAN	C	GLEN			
Addr 1	851 SW 6TH AVE STE 1500					
Addr 2						
CSZ	PORTLAND	OR	97204		Country	UNITED STATES OF AMERICA

Type	MAL MAILING ADDRESS					
Addr 1	851 SW 6TH AVE STE 1500					
Addr 2						
CSZ	PORTLAND	OR	97204		Country	UNITED STATES OF AMERICA

Type	MEM MEMBER				Resign Date	
Name	NATHAN	STEPHEN	DOYEL	SR		
Addr 1	15425 SW PLEASANT HILL RD					
Addr 2						
CSZ	SHERWOOD	OR	97140		Country	UNITED STATES OF AMERICA

[New Search](#)

Name History

Business Entity Name	Name Type	Name Status	Start Date	End Date
KNOB PROPERTIES, LLC	EN	CUR	08-18-2011	

Please [read](#) before ordering [Copies](#).[New Search](#)

Summary History

Image Available	Action	Transaction Date	Effective Date	Status	Name/Agent Change	Dissolved By
	NOTICE LATE ANNUAL	08-23-2013		SYS		
	AMENDED ANNUAL REPORT	07-20-2012		FI		
	ARTICLES OF ORGANIZATION	08-18-2011		FI	Agent	

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AMENDED ANNUAL REPORT

E-FILED
Jul 20, 2012

Corporation Division

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OREGON SECRETARY OF STATE

REGISTRY NUMBER 79407194
REGISTRATION DATE 08/18/2011
BUSINESS NAME KNOB PROPERTIES, LLC
BUSINESS ACTIVITY PROPERTY MANAGEMENT
MAILING ADDRESS 851 SW 6TH AVE STE 1500
PORTLAND OR 97204 USA
TYPE DOMESTIC LIMITED LIABILITY COMPANY

PRIMARY PLACE OF BUSINESS 851 SW 6TH AVE STE 1500
PORTLAND OR 97204 USA

JURISDICTION OREGON

REGISTERED AGENT SUSAN C GLEN
851 SW 6TH AVE STE 1500
PORTLAND OR 97204 USA

SIGNER NATHAN STEPHEN DOYEL SR

MEMBER NATHAN STEPHEN DOYEL SR
15425 SW PLEASANT HILL RD
SHERWOOD OR 97140 USA

By my signature, I declare as an authorized authority, that this filing has been examined by me and is, to the best of my knowledge and belief, true, correct, and complete. Making false statements in this document is against the law and may be penalized by fines, imprisonment, or both.

By typing my name in the electronic signature field, I am agreeing to conduct business electronically with the State of Oregon. I understand that transactions and/or signatures in records may not be denied legal effect solely because they are conducted, executed, or prepared in electronic form and that if a law requires a record or signature to be in writing, an electronic record or signature satisfies that requirement.

ELECTRONIC SIGNATURE	NATHAN STEPHEN DOYEL SR
TITLE	MEMBER
DATE SIGNED	2012-07-20

794071-94

08/18/2011 9:50AM 000001 #0328
FILED
AUG 18 2011
BUSINESS REG \$100.00
CHECK ORES 100.00
SECRETARY OF STATE

**ARTICLES OF ORGANIZATION
OF
KNOB PROPERTIES, LLC**

The undersigned person of the age of 18 years or more, acting as organizer under the Oregon Limited Liability Company Act, adopts the following Articles of Organization.

Article 1

The name of this Company is Knob Properties, LLC and its duration shall be perpetual.

Article 2

The purpose for which this Company is organized is to engage in any lawful activity for which limited liability companies may be organized under the Oregon Limited Liability Company Act.

Article 3

The affairs of the Company shall be manager-managed.

Article 4

An operating agreement shall be adopted by the initial members of the Company.

Article 5

The address of the initial registered office of the Company is 851 S.W. Sixth Avenue, Suite 1500, Portland, Oregon 97204-1357, and the name of its initial registered agent at such address is Susan C. Glen. Any notices required by the Oregon Limited Liability Company Act to be sent to the Company may be sent to the registered agent at the above address until the principal office of the Company has been designated in an annual report.

Article 6

The name and address of the organizer are:

Susan C. Glen
851 S.W. Sixth Avenue, Suite 1500
Portland, Oregon 97204-1357

I, the undersigned organizer, declare under penalty of perjury that I have examined the foregoing and to the best of my knowledge and belief, it is true, correct, and complete.

DATED this 17th day of August, 2011.

Person to contact about this filing:
Susan C. Glen
(503) 224-6440



Susan C. Glen





Phone: (503) 986-2200
Fax: (503) 378-4381

Secretary of State
Corporation Division
255 Capitol St. NE, Suite 151
Salem, OR 97310-1327
FilingInOregon.com

Change of Registered Agent/Address—Corporations/LLC

Check the appropriate box below:

- CHANGE OF AGENT AND ADDRESS
(Complete only 1, 2, 3, 4, 5, 8, 11)
- CHANGE OF ADDRESS ONLY
(Complete only 1, 7, 8, 9, 10, 11)

FILED

DEC 14 2009

**OREGON
SECRETARY OF STATE**

REGISTRY NUMBER: 260055-95

NOTE: Use this form for Cooperatives or Business Trusts.

In accordance with Oregon Revised Statute 192.410-192.490, the information on this application is public record. We must release this information to all parties upon request and it will be posted on our website.

For office use only

Please Type or Print Legibly in Black Ink. Attach Additional Sheet if Necessary.

1) ENTITY NAME Pacific Family Dental, LLC

CHANGE OF REGISTERED AGENT AND OFFICE

- 2) THE REGISTERED AGENT HAS BEEN CHANGED TO:

- 3) THE NEW REGISTERED AGENT HAS CONSENTED TO THIS APPOINTMENT.
- 4) ADDRESS OF THE NEW REGISTERED OFFICE (Must be an Oregon Street Address which is identical to the registered agent's business office.)

- 5) THE STREET ADDRESS OF THE NEW REGISTERED OFFICE AND THE BUSINESS ADDRESS OF THE REGISTERED AGENT ARE IDENTICAL.
- 6) EXECUTION
(Must be signed by one corporate officer or director for a corporation or a member/manager for a limited liability company.)

Signature: _____
Printed Name: _____
Title: _____

CHANGE OF REGISTERED AGENT'S BUSINESS OFFICE ONLY

- 7) NEW ADDRESS OF REGISTERED AGENT (The business address of the registered agent has changed to the following Oregon Street Address.)
17680 SW Handley Street, Suite 101
Sherwood, OR 97140
- 8) THE STREET ADDRESS OF THE NEW REGISTERED OFFICE AND THE BUSINESS ADDRESS OF THE REGISTERED AGENT ARE IDENTICAL.
- 9) NOTIFICATION
 The entity has been notified in writing of this change.
- 10) EXECUTION
(Must be signed by the registered agent or a corporate officer or director for a corporation or a member/manager for a limited liability company.)

Signature:
Printed Name: Nathan Doyel
Title: Managing Agent

11) CONTACT NAME (To resolve questions with this filing.)

Nathan Doyel

DAYTIME PHONE NUMBER (Include area code.)

503-925-9595

FEES

No Processing Fee

PACIFIC FAMILY DENTAL, LLC



26005595-11490765 ACH



Phone: (503) 986-2200
Fax: (503) 378-4381

Amendment to Annual Report—Limited Liability Company

Secretary of State
Corporation Division
255 Capitol St. NE, Suite 151
Salem, OR 97310-1327
FilingInOregon.com

FILED

DEC 14 2009

OREGON
SECRETARY OF STATE

REGISTRY NUMBER: 260055-95

ENTITY TYPE DOMESTIC FOREIGN

In accordance with Oregon Revised Statute 192.410-192.490, the information on this application is public record.
We must release this information to all parties upon request and it will be posted on our website.

For office use only

Please Type or Print Legibly in Black Ink.

To change the Registered Agent, use Change of Registered Agent/Address, Form 131

1) NAME OF ENTITY Pacific Family Dental, LLC

2) PRINCIPAL PLACE OF BUSINESS (Street Address)

17680 SW Handley Street, Suite 101
Sherwood, OR 97140

3) ADDRESS FOR MAILING NOTICES

17680 SW Handley Street, Suite 101
Sherwood, OR 97140

LIST MEMBERS AND/OR MANAGERS NAMES AND ADDRESSES

4) MEMBERS (Name and street address)

Nathan Doyel
17680 SW Handley Street, Suite 101
Sherwood, OR 97140

Benjamin Aanderud
17680 SW Handley Street, Suite 101
Sherwood, OR 97140

5) MANAGERS (Name and street address)

Nathan Doyel
17680 SW Handley Street, Suite 101
Sherwood, OR 97140

6) EXECUTION

Signature:
Printed Name: Nathan Doyel
Title: Manager
Date: 12/08/2009

7) CONTACT NAME (To resolve questions with this filing.)

Nathan Doyel

DAYTIME PHONE NUMBER

503-925-9595

PACIFIC FAMILY DENTAL, LLC



26005595-11490764

AAR

Business Registry Business Name Search

[New Search](#)

Business Entity Data

10-14-2013
17:57

Registry Nbr	Entity Type	Entity Status	Jurisdiction	Registry Date	Next Renewal Date	Renewal Due?
260055-95	DLLC	ACT	OREGON	12-29-2004	12-29-2013	
Entity Name	PACIFIC FAMILY DENTAL, LLC					
Foreign Name						

[New Search](#)

Associated Names

Type	PPB	PRINCIPAL PLACE OF BUSINESS				
Addr 1	17680 SW HANDLEY ST STE 101					
Addr 2						
CSZ	SHERWOOD	OR	97140	Country	UNITED STATES OF AMERICA	

Please click [here](#) for general information about registered agents and service of process.

Type	AGT	REGISTERED AGENT			Start Date	12-29-2004	Resign Date	
Name	NATHAN	S	DOYEL					
Addr 1	17680 SW HANDLEY ST STE 101							
Addr 2								
CSZ	SHERWOOD	OR	97140	Country	UNITED STATES OF AMERICA			

Type	MEM	MEMBER			Resign Date	
Name	NATHAN		DOYEL			
Addr 1	17680 SW HANDLEY ST STE 101					
Addr 2						
CSZ	SHERWOOD	OR	97140	Country	UNITED STATES OF AMERICA	

Type	MEM	MEMBER			Resign Date	
Name	BENJAMIN		AANDERUD			
Addr 1	17680 SW HANDLEY ST STE 101					
Addr 2						
CSZ	SHERWOOD	OR	97140	Country	UNITED STATES OF AMERICA	

Type	MGR	MANAGER			Resign Date	
Name	NATHAN		DOYEL			
Addr 1	17680 SW HANDLEY ST STE 101					
Addr 2						

CSZ	SHERWOOD	OR	97140	Country	UNITED STATES OF AMERICA
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[New Search](#)

Name History

Business Entity Name	Name Type	Name Status	Start Date	End Date
PACIFIC FAMILY DENTAL, LLC	EN	CUR	12-29-2004	

Please [read](#) before ordering [Copies](#).[New Search](#)

Summary History

Image Available	Action	Transaction Date	Effective Date	Status	Name/Agent Change	Dissolved By
	ANNUAL REPORT PAYMENT	12-26-2012		SYS		
	ANNUAL REPORT PAYMENT	12-08-2011		SYS		
	ANNUAL REPORT PAYMENT	12-13-2010		SYS		
	CHANGE OF REGISTERED AGENT/ADDRESS	12-14-2009		FI		
	AMNDMT TO ANNUAL RPT/INFO STATEMENT	12-14-2009		FI		
	ANNUAL REPORT PAYMENT	12-09-2009	12-08-2009	SYS		
	ANNUAL REPORT PAYMENT	01-09-2009		SYS		
	NOTICE LATE ANNUAL	01-02-2009		SYS		
	ANNUAL REPORT PAYMENT	12-24-2007		SYS		
	ANNUAL REPORT PAYMENT	01-12-2007		SYS		
	NOTICE LATE ANNUAL	01-05-2007		SYS		
	AMENDED ANNUAL REPORT	02-06-2006		FI		
	NOTICE LATE ANNUAL	12-30-2005		SYS		
	ARTICLES OF ORGANIZATION	12-29-2004		FI	Agent	

Business Registry Business Name Search

[New Search](#)

Business Entity Data

10-14-2013

17:56

Registry Nbr	Entity Type	Entity Status	Jurisdiction	Registry Date	Next Renewal Date	Renewal Due?
195831-94	ABN	INA		01-14-2004		
Entity Name	PACIFIC FAMILY DENTAL					
Foreign Name						
Affidavit?	N					

[New Search](#)

Associated Names

Type	PPB	PRINCIPAL PLACE OF BUSINESS		
Addr 1	16160 SW LANGER DR			
Addr 2				
CSZ	SHERWOOD	OR	97140	Country UNITED STATES OF AMERICA

The Authorized Representative address is the mailing address for this business.

Type	REP	AUTHORIZED REPRESENTATIVE	Start Date	01-14-2004	Resign Date	
Name	NATHAN	S	DOYEL			
Addr 1	16160 SW LANGER DR					
Addr 2						
CSZ	SHERWOOD	OR	97140	Country	UNITED STATES OF AMERICA	

Type	REG	REGISTRANT		
Name	NATHAN	S	DOYEL	
Addr 1	15425 SW PLEASANT HILL RD			
Addr 2				
CSZ	SHERWOOD	OR	97140	Country UNITED STATES OF AMERICA

[New Search](#)

Name History

Business Entity Name	Name Type	Name Status	Start Date	End Date
PACIFIC FAMILY DENTAL	EN	CUR	01-14-2004	

Please [read](#) before ordering [Copies](#).

[New Search](#)

Summary History

Image Available	Action	Transaction Date	Effective Date	Status	Name/Agent Change	Dissolved By
	CANCELLATION OF REGISTRATION	12-29-2004		FI		
	APPLICATION FOR REGISTRATION	01-14-2004		FI	Representative	

New Search	Counties	
	Counties Filed	
	All Counties Filed.	

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File No. 12009700

Grantor
Cory E. Platt 15953 SW Division Street Sherwood, OR 97140
Grantee
Robert J. Mauz 15953 SW Division Street Sherwood, OR 97140
After recording return to
Robert J. Mauz 15953 SW Division Street Sherwood, OR 97140
Until requested, all tax statements shall be sent to
Robert J. Mauz 15953 SW Division Street Sherwood, OR 97140 Tax Acct No(s): R1306697

Washington County, Oregon	2012-092578
D-DW	10/31/2012 12:52:56 PM
Stn-22 REED	\$221.00
\$15.00 \$11.00 \$5.00 \$15.00 \$175.00	
I, Richard Hobernicht, Director of Assessment and Taxation and Ex-Officio County Clerk for Washington County, Oregon, do hereby certify that the within instrument of writing was received and recorded in the book of records of said county.	
Richard Hobernicht, Director of Assessment and Taxation, Ex-Officio	

Reserved for Recorder's Use

STATUTORY WARRANTY DEED

Cory E. Platt, Grantor(s) convey and warrant to
Robert J. Mauz,
Grantee(s), the following described real property free of encumbrances except as specifically set forth herein:

SEE ATTACHED EXHIBIT "A"

This property is free of encumbrances, EXCEPT: Covenants, Conditions, Restrictions and Easements of record as of the date of this Deed, if any, including any real property taxes due, but not yet payable.

The true consideration for this conveyance is **\$175,000.00** (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.

WFG Title 12009700 LL

OR Deed-Statutory Warranty

Executed this 29 day of October, 2012.

Cory E. Platt
Cory E. Platt

State of Oregon, County of Clackamas) ss.

This instrument was acknowledged before me on this 29 day of October, 2012 by Cory E. Platt.

Jennifer A. Connell
Notary Public for Oregon
My commission expires: 04/14/14



EXHIBIT "A"

Lot 33, City View Addition and of Section 32, Township 2 South, Range 1 West, Willamette Meridian, in the City of Sherwood, County of Washington and State of Oregon, more particularly described as follows:

Beginning at the most Southerly corner of Lot 33, City View Addition to Sherwood, in Section 32, Township 2 South, Range 1 West, Willamette Meridian, in the County of Washington and State of Oregon; thence South 1°2'16" East 81.08 feet to a 5/8-inch rod and cap on the North line of W Division Street; thence North 89°21'07" West 53.00 feet to a 5/8-inch iron and cap; thence North 0°38'53" East 107.63 feet to a 5/8-inch iron and cap; thence South 89°21'59" East 43.86 feet to a 5/8-inch rod; thence South 13°52'27" East 26.86 feet to the point of beginning

AMENDED ANNUAL REPORT

E-FILED
Aug 30, 2011

Corporation Division
www.filinginoregon.com

OREGON SECRETARY OF STATE

REGISTRY NUMBER 30454599
REGISTRATION DATE 08/19/2005
BUSINESS NAME CORY PLATT AND SONS INC.
BUSINESS ACTIVITY EXCAVATION, ROCK RETAINING WALLS & DEMOLITION
MAILING ADDRESS 15953 SW DIVISION ST
SHERWOOD OR 97140 USA
TYPE DOMESTIC BUSINESS CORPORATION
PRIMARY PLACE OF BUSINESS 15953 SW DIVISION ST
SHERWOOD OR 97140 USA
JURISDICTION OREGON
REGISTERED AGENT CORY PLATT
15953 SW DIVISION ST
SHERWOOD OR 97140 USA
PRESIDENT CORY PLATT
15953 SW DIVISION ST
SHERWOOD OR 97140 USA
SECRETARY MICHELLE JONES PLATT
15953 SW DIVISION ST
SHERWOOD OR 97140 USA

File No. 12009700

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Grantee
Robert J. Mauz 15953 SW Division Street Sherwood, OR 97140
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Washington County, Oregon	2012-092578
D-DW	10/31/2012 12:52:56 PM
Stn-22 REED	\$15.00 \$11.00 \$5.00 \$15.00 \$175.00
	\$221.00
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Richard Hobernicht, Director of Assessment and Taxation, Ex-Officio	

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WFG Title 12009700 LA

OR Deed-Statutory Warranty

Executed this 29 day of October, 2012.

Cory E. Platt
Cory E. Platt

State of Oregon, County of Clackamas) ss.

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Jennifer A. Connell
Notary Public for Oregon
My commission expires: 04/14/14



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2S 1 32BD



WASHINGTON COUNTY OREGON
 SE1/4 NW1/4 SECTION 32 T2S R1W W.M.
 SCALE 1" = 100'

35	31	32	33	34	35	36	31
0	5	4	3	2	1		6
7	8	9	10	11	12		
13	14	15	16	17	18	19	19
21	19	20	21	22	23	24	19
25	30	29	28	27	26	25	30
36	31	32	33	34	35	36	31
1	5	4	3	2	1		6

FOR ADDITIONAL MAPS VISIT OUR WEBSITE AT
www.co.washington.or.us

BB	BA	AB	AA
BC	BD	AC	AD
CB	CA	DB	DA
CC	CD	DC	DD

SECTION 32

Cancelled Tractlots For: 2S132BD
 628,190,300 TO 1,000,620 AC; 400,480,400-480,480,
 628,190,300 TO 628,190,300; 500,000,500-500,000,500;
 800,000,150-150,150.

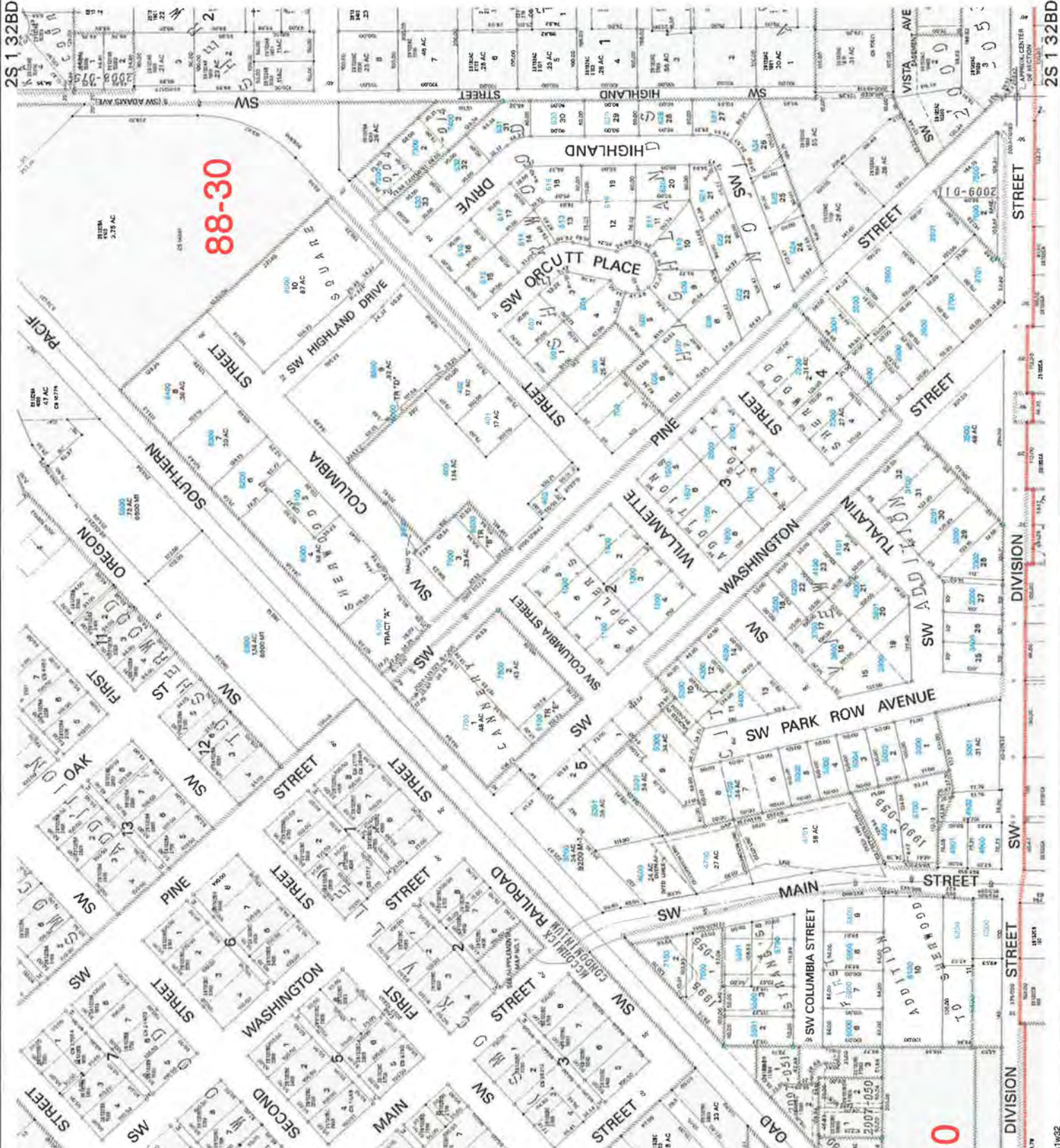
ASSESSMENT
 CARTOGRAPHY
 TAXATION

PLOT DATE: March 05, 2013
**FOR ASSESSMENT PURPOSES
 ONLY - DO NOT RELY ON
 FOR OTHER USE**

Map areas prepared by other groups existing or a later-dated
 pattern are by reference only and may not include the most
 recent information for the map's geographic information.

SHERWOOD
2S 1 32BD

2S 1 32BD



2S 1 32BD

05281W32

Sherwood, Oregon, Code of Ordinances >> Title 16 - ZONING AND COMMUNITY DEVELOPMENT CODE
 >> **Division II. - LAND USE AND DEVELOPMENT** >> **Chapter 16.22 - COMMERCIAL LAND USE DISTRICTS** >>

Chapter 16.22 - COMMERCIAL LAND USE DISTRICTS ^[13]

Sections:

[16.22.010 - Purpose](#)

[16.22.020 - Uses](#)

[16.22.030 - Development Standards](#)

[16.22.040 - Community Design](#)

[16.22.050 - NC Special Criteria](#)

[16.22.060 - Floodplain](#)

16.22.010 - Purpose

- A. Office Commercial (OC) - The OC zoning district provides areas for business and professional offices and related uses in locations where they can be closely associated with residential areas and adequate major streets.
- B. Neighborhood Commercial (NC) - The NC zoning district provides for small scale, retail and service uses, located in or near residential areas and enhancing the residential character of those neighborhoods.
- C. Retail Commercial (RC) - The RC zoning district provides areas for general retail and service uses that neither require larger parcels of land, nor produce excessive environmental impacts as per Division VIII.
- D. General Commercial (GC) - The GC zoning district provides for commercial uses which require larger parcels of land, and or uses which involve products or activities which require special attention to environmental impacts as per Division VIII.

(Ord. No. 2012-011, § 2, 8-7-2012)

16.22.020 - Uses

- A. The table below identifies the land uses that are permitted outright (P), permitted conditionally (C), and not permitted (N) in the Commercial Districts. The specific land use categories are described and defined in [Chapter 16.88](#) Use Classifications and Interpretations.
- B. Uses listed in other sections of this code, but not within this specific table are prohibited.
- C. Any use not otherwise listed that can be shown to be consistent or associated with the uses permitted outright or conditionally in the commercial zones or contribute to the achievement of the objectives of the commercial zones may be permitted outright or conditionally, utilizing the provisions of [Chapter 16.88](#) Use Classifications and Interpretations.
- D. Additional limitations for specific uses are identified in the footnotes of this table.

	OC	NC ¹	RC	GC
--	----	-----------------	----	----

RESIDENTIAL				
• Multi-family housing, subject to the dimensional requirements of the High Density Residential (HDR) zone in 16.12.030 when located on the upper floors, in the rear of, or otherwise clearly secondary to commercial buildings. ^{2, 3}	P	P	P	P
• Residential care facilities	N	N	C	C
• Dwelling unit, including a manufactured home, for one (1) security person employed on the premises and their immediate family, and other forms of residence normally associated with a conditional use, as determined by the City.	P	P	P	P
CIVIC				
• Hospitals	N	N	C	C
• Correctional institutions	N	N	N	C
• Cemeteries and crematory mausoleums.	N	N	C	C
• Police and fire stations and other emergency services	N	C	C	C
• Vehicle testing stations	N	N	N	C
• Postal services - Public	N	C	C	C
• Postal substations when located entirely within and incidental to a use permitted outright.	P	P	P	P
• Public use buildings, including but not limited to libraries, museums, community centers, and senior centers, but excluding offices	C	C	C	C
• Public and private utility structures, including but not limited to telephone exchanges, electric substations, gas regulator stations, treatment plants, water wells, and public work yards.	N	N	C	C
• Small-scale power generation facilities.	P	P	P	P
• Large-scale power generation facilities.	N	N	N	C
• Public recreational facilities including parks, trails, playfields and sports and racquet courts on publicly owned property or under power line easements	C	N	C	C
• Religious institutions, private fraternal organizations, lodges and secondary uses	C	N	P	P
• Public and private schools providing education at the elementary school level or higher	C	C	C	C
COMMERCIAL				
• Commercial trade schools, commercial educational services and training facilities	C	N	P	P
Entertainment/recreation				
• Adult entertainment business, subject to Section 16.54.010	N	N	N	P
• Motion picture and live theaters within enclosed building	N	N	P	P
• Drive-in motion picture theaters	N	N	N	N
• Country clubs, sports and racquet clubs and other similar clubs.	N	N	C	C
• Golf courses	N	N	N	N
• Indoor recreation facilities such as arcades, mini-golf, or bounce house facilities ⁴	N	N	P	P
Hotels and motels				
	C	N	P	P
Motor Vehicle related				
• Motorized vehicle and sport craft repairs and service	N	C	C	P
• Motorized vehicle and sport craft repair and service clearly incidental and secondary to and customarily associated with a use permitted outright or conditionally.	C	C	P	P
• Motorized vehicle, sport craft and farm equipment rental or sales and display area with more than 5% external sales and display area, up to a maximum of 5,000 square feet.	N	N	N	C
• Motorized vehicle, sport craft and farm equipment rental or sales and display area primarily within entirely enclosed building with no more than 5% or 5,000 square feet of outdoor display area, whichever is less.	N	N	C	P
• Automotive, boat, trailer and recreational vehicle storage	N	N	N	N
• Vehicle fueling stations or car wash facilities	N	N	C	P
• junkyards and salvage yards	N	N	N	N
• Manufactures home sales and display area	N	N	N	N
Office and Professional Support services				
• Business and professional offices.	P	P	P	P
• Medical and dental offices and urgent care facilities	P	P	P	P
	P	P	P	P

• Business support services such as duplicating, photocopying, mailing services, fax and computer facilities				
• Any incidental business, service, processing, storage or display, not otherwise permitted, that is essential to and customarily associated with a use permitted outright, provided said incidental use is conducted entirely within an enclosed building	C	C	C	C
Childcare				
• Day cares, preschools, and kindergartens, when clearly secondary to a permitted use	P	P	P	P
• Day cares, preschools, and kindergartens as a stand-alone use.	N	P	P	P
General Retail - sales oriented				
• General retail trade, not exceeding 10,000 square feet of gross square footage.	P	P	P	P
• General retail trade greater than 10,000 square feet of gross square footage	N	P	P	P
• Tool and Equipment Rental and Sales, Including Truck Rental	N	N	C	P
• Retail plant nurseries and garden supply stores (excluding wholesale plant nurseries)	N	N	P	P
• Wholesale building material sales and service	N	N	N	P
• Retail building material sales and lumberyards.	N	N	C ⁵	P
Personal Services				
• Health clubs and studios less than 5,000 square feet in size.	P	P	P	P
• Health clubs and studios greater than 5,000 square feet in size	N	N	C	P
• Personal services catering to daily customers where patrons pay for or receive a service rather than goods or materials, including but not limited to financial, beauty, pet grooming, and similar services.	N	P	P	P
• Public or commercial parking (non-accessory)	C	C	P	P
• Veterinarian offices and animal hospitals.	N	N	C	P
• Animal boarding/Kennels and daycare facilities with outdoor recreation areas ⁶	N	N	C	C
Eating and Drinking establishments				
• Restaurants, taverns, and lounges without drive-thru ⁷	P	C	P	P
• Restaurants with drive-thru services	N	N	P	P
INDUSTRIAL				
• Limited manufacturing entirely within an enclosed building that is generally secondary to a permitted or conditional commercial use	N	C	C	P
• Medical or dental laboratories	N	N	C	P
WIRELESS COMMUNICATION FACILITIES				
• Radio, television, and similar communication stations, including associated transmitters.	N	N	N	C
• Wireless communication towers and transmitters ⁸	C	C	C	C
• Wireless communication facilities on City-owned property	P	P	P	P
• Wireless communication antennas co-located on an existing tower or on an existing building or structure not exceeding the roof of the structure	P	P	P	P
OTHER				
Agricultural uses including but not limited to:	N	N	P	P
• Farm equipment sales and rentals				
• Farming and horticulture				
• Truck and bus yards	N	N	N	P

¹ See special Criteria for the NC zone, 16.22.050.

² The residential portion of a mixed use development is considered secondary when traffic trips generated, dedicated parking spaces, signage, and the road frontage of residential uses are all exceeded by that of the commercial component and the commercial portion of the site is located primarily on the ground floor.

³ Except in the Adams Avenue Concept Plan area, where only non-residential uses are permitted on the ground floor.

⁴If use is mixed with another, such as a restaurant, it is considered secondary to that use and permitted, provided it occupies less than fifty (50) percent of the total area.

⁵ All activities are required to be within an enclosed building.

⁶ Animal boarding/kennels and daycare facilities entirely within an enclosed building are considered "other personal service."

⁷ Limited to no more than ten (10) percent of the square footage of each development in the Adams Avenue Concept Plan area.

⁸ except for towers located within one thousand (1,000) feet of the Old Town District which are prohibited.

(Ord. No. 2012-011, § 2, 8-7-2012)

16.22.030 - Development Standards

A. Generally

No lot area, setback, yard, landscaped area, open space, off-street parking or loading area, or other site dimension or requirement, existing on, or after, the effective date of this Code shall be reduced below the minimum required by this Code. Nor shall the conveyance of any portion of a lot for other than a public use or right-of-way, leave a lot or structure on the remainder of said lot with less than minimum Code dimensions, area, setbacks or other requirements, except as permitted by Chapter 16.84. (Variance and Adjustments)

B. Development Standards

Except as otherwise provided, required minimum lot areas, dimensions and setbacks shall be provided in the following table

	OC	NC	RC	GC
Lot area	10,000 sq. ft	1 acre (for single district)	5,000 sq. ft	10,000 sq. ft
Lot width at front property line	60 ft	85 ft	40 ft	70 ft
Lot width at building line	60 ft	100 ft	40 ft	70 ft
Front yard setback ⁹	0	20 ft	0	0
When abutting residential zone	0	0	Same as abutting residential zone	Same as abutting residential zone
Side yard setback ⁹	0	0	0	0
when abutting residential zone or public park	10 ft	Same as abutting residential zone	10 ft	20
Rear yard setback ⁹	0	0	0	0
when abutting residential zone or public park	20	10 ft	10 ft	20 ft
Corner lot ⁹	0	20 ft on any side facing street		
Height ^{10,11}	2 stories or 30 ft	Least restrictive height of abutting residential zone	50 ft ^{13,14}	50 ft ^{13,14}

⁹ Existing residential uses shall maintain setbacks specified in the High Density Residential Zone (16.12.030).

¹⁰ Maximum height is the lessor of feet or stories.

¹¹ Solar and wind energy devices and similar structures attached to buildings and accessory buildings, may exceed this height limitation by up to twenty (20) feet.

¹³ Structures within one-hundred (100) feet of a residential zone shall be limited to the height requirements of that residential area.

¹⁴ Structures over fifty (50) feet in height may be permitted as conditional uses, subject to Chapter 16.82.

(Ord. No. 2012-011, § 2, 8-7-2012)

16.22.040 - Community Design

- A. For standards relating to off-street parking and loading, energy conservation, historic resources, environmental resources, landscaping, access and egress, signs, parks and open space, on-site storage, and site design, see Divisions V, VIII and IX.

(Ord. No. 2012-011, § 2, 8-7-2012)

16.22.050 - NC Special Criteria

All permitted and conditional uses shall be found by the Commission to conform to the purpose of the NC zone, and:

- A. Shall be conducted entirely within enclosed buildings, except for:
1. Exterior sales, display and storage for horticultural and food merchandise provided said exterior area does not exceed five (5) percent of the gross floor area of each individual business establishment.
 2. Circumstances where the nature of the permitted or conditional use clearly makes total enclosure impracticable, such as in the case of automotive service stations, provided that the exterior area shall be the minimum necessary to effectively conduct the use, as determined by the Commission.
- B. No more than four (4) permitted or conditional uses may be established within any single NC zoning district, and each use or establishment may occupy a maximum of four thousand (4,000) square feet of gross floor area, including any permitted exterior business areas.
- C. No single NC zoning district shall be greater than one (1) acre in area, and each district shall have a minimum width of eighty-five (85) feet at the front property line, and one hundred (100) feet at the building line.
- D. Permitted and conditional uses may operate only between the hours of 7:00 a.m. and 10:00 p.m.

(Ord. No. 2012-011, § 2, 8-7-2012)

16.22.060 - Floodplain

Except as otherwise provided, Section 16.134.020 shall apply.

(Ord. No. 2012-011, § 2, 8-7-2012)

FOOTNOTE(S):

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Editor's note— Ord. No. 2012-011, adopted August 7, 2012, amended the Code by consolidating the provisions of Chs. 16.22, 16.26, 16.28 and 16.30. Former Ch. 16.22, §§ 16.22.010—16.22.080, pertained to the Office Commercial district, and derived from Ord. 90-921, § 1; Ord. 2000-1092, § 3; Ord. No. 2009-009, adopted July 21, 2009; Ord. No. 2010-015, adopted October 5, 2010. See Chs. 16.26, 16.28 and 16.30 for specific derivation. ([Back](#))

Chapter 16.48 NON-CONFORMING USES*

Sections:

16.48.010 Purpose

16.48.020 Exceptions

16.48.030 Non-Conforming Lots of Record

16.48.040 Non-Conforming Uses of Land

16.48.050 Non-Conforming Structures

16.48.060 Non-Conforming Uses of Structures

16.48.070 Permitted Changes to Non-Conformities

16.48.080 Conditional Uses

16.48.010 Purpose

Within the zones established by this Code or any amendments that may have been adopted there may exist lots, structures, uses of land and structures, and characteristics of use which were lawful before the effective date of this Code, but which would be prohibited, regulated or restricted under the terms of this Code or any future amendments, or which do not meet in full all standards and provisions of this Code. This Chapter permits these nonconformities to continue until they are removed or discontinued, but does not encourage their perpetuation. Nonconformities shall not be enlarged, expanded or extended, nor be used as justification for adding other structures or uses not permitted elsewhere in the same zone, except as specifically provided elsewhere in this Section.

(Ord. 86-851, § 3)

16.48.020 Exceptions

A.

Generally

Nothing in this Chapter shall require any change in the location, plans, construction, size or designated use of any building, structure, or part thereof, for which a required City building permit has been granted prior to enactment of this Code. If a building permit is revoked or for any reason becomes void, all rights granted by this Section are extinguished and the project shall thereafter be required to conform to all the provisions of this Code.

B.

Old Town (OT) Zone

No such use shall be enlarged, increased or extended to occupy a greater area of land or space than was occupied at the effective date of adoption or amendment of this Code, provided however, that such use may be enlarged or altered in a way that will not have a greater adverse impact on surrounding properties or will decrease its non-conformity, as per Section 16.48.070

B.

No such use shall be moved in whole or in part to any portion of the lot other than that occupied by such use at the effective date of adoption or amendment of this Code.

C.

If any such use of land ceases for any reason for a period of more than one hundred and twenty (120) days, any subsequent use of land shall conform to the regulations specified by this Code for the zone in which such land is located.

D.

No additional structure, building or sign shall be constructed on the lot in connection with such use of land unless said structure, building, or sign reduces or further limits, in the City's determination, the existing non-conformity.

(Ord. 91-922, § 3; Ord. 86-851)

16.48.050 Non-Conforming Structures

Where a lawful structure exists at the effective date of adoption of or amendment to this Code that could not be built under the terms of this Code by reason of restrictions on lot area, lot coverage, height, yards, its location on the lot, or other requirements concerning the structure, such structure may be continued so long as it remains otherwise lawful, subject to the following provisions:

A.

No such structure may be enlarged or altered in a way which increases its non-conformity, but any structure or portion thereof may be enlarged or altered in a way that will not have a greater adverse impact on surrounding properties or will decrease its non-conformity, as per Section 16.48.070

B.

Except as otherwise provided for in Section 16.48.020, should such structure or the non-conforming portion of a structure be destroyed by any means to an extent of more than sixty percent (60%) of its current value as established by the Washington County Assessor, it shall not be reconstructed except in conformity with the provisions of this Code; and

C.

Should such structure be moved for any reason for any distance whatever, it shall thereafter conform to the regulations for the zone in which it is located.

(Ord. 86-851, § 3)

16.48.060 Non-Conforming Uses of Structures

If a lawful use involving individual structures, or structure and premises in combination (except for a single, minor accessory structure) exists at the effective date of adoption or amendment of this Code that would not be allowed in the zone in which it is located; or which is non-conforming because of inadequate off-street parking, landscaping, or other deficiencies, the use may be continued so long as it remains otherwise lawful, subject to the following provisions:

A.

No existing structure devoted to a use not permitted by this Code in the zone in which it is located shall be enlarged, extended, constructed, reconstructed, moved, or structurally altered except to accommodate a changing of the use of the structure to a use permitted in the zone in which it is located.

B.

Any non-conforming use may be extended throughout any existing parts of a building which were manifestly arranged or designed for such use at the time of adoption or amendment of this ordinance, but not such use shall be extended to occupy any land outside such building.

C.

If such use of a structure and premises is changed to another use, such new use shall conform to all provisions of this ordinance.

D.

When such use of a structure and premises is discontinued or abandoned for one hundred and twenty (120) days, the structure and premises shall not thereafter be used except in full conformity with all regulations of the zone in which it is located. A use shall be deemed to be discontinued or abandoned upon the occurrence of the earliest of any of the following events:

1.

On the date when the structure and/or premises are vacated.

2.

On the date the use ceases active sales, merchandising, the provision of services, other non-conforming activity.

3.

On the date of termination of any lease or contract under which the non-conforming use has occupied the premises.

4.

On the date a request for final reading of water and power meters is made to the City.

E.

Where non-conforming uses status applies to a structure and premises, removal or destruction of the structure shall eliminate the nonconforming use status of the land. Destruction for the purpose of this subsection is defined as damage to an extent of more than sixty percent (60%) of its current value, as appraised by the Washington County Assessor. Except as otherwise provided for in Section 16.48.020, any subsequent use shall conform fully to all provisions of the zone in which it is located.

(Ord. No. 2010-015, § 2, 10-5-2010; Ord. 91-922, § 3; Ord. 86-851)

16.48.070 Permitted Changes to Non-Conformities

A.

Repairs and Maintenance

On any non-conforming structure or portion of a structure containing a non-conforming use, normal repairs or replacement on non-bearing walls, fixtures, wiring, or plumbing, may be performed in a manner not in conflict with the other provisions of this Section. Nothing in this Code shall be deemed to prevent the strengthening or restoring to a safe condition of any building or part thereof officially declared to be unsafe by any official charged with protecting the public safety.

B.

A non-conforming use or structure may be enlarged or altered as per Sections 16.48.030A or 16.48.040A if, in the Commission's determination, the change will not have greater adverse impact on surrounding properties or will decrease its non-conformity considering the following:

1.

The character and history of the development and of development in the surrounding area.

2.

The comparable degree of noise, vibration, dust, odor, fumes, glare or smoke detectable at the property line.

3.

The comparative numbers and kinds of vehicular trips to the site.

4.

5. The comparative amount of nature of outside storage, loading and parking.
 6. The comparative visual appearance.
 7. The comparative hours of operation.
 8. The comparative effect on existing vegetation.
 9. The comparative effect on water drainage.
 10. The degree of service or other benefit to the area.
- Other factors which tend to reduce conflicts or incompatibility with the character or needs of the area.

C.

Further exceptions to changes to non-conformities are permitted in the OT overlay zone, as per Section 16.162.060F.

(Ord. 91-922, § 3; Ord. 86-851, § 3)

16.48.080 Conditional Uses

A use existing before the effective date of this Code which is permitted as a conditional use shall not be deemed non-conforming if it otherwise conforms to the standards of the zone in which it is located. Enlargement, extension, reconstruction, or moving of such use shall only be allowed subject to Chapter 16.82.

(Ord. 86-851, § 3)

16.10.020 SPECIFICALLY

Accessory Building/Use: A subordinate building or use which is customarily incidental to that of the principal use or building located on the same property.

Non-Conforming Structure or Use: A lawful structure or use, existing as of the effective date of this Code, or any applicable amendments, which does not conform to the minimum requirements of the zoning district in which it is located.

15.28.010 Purpose.

This chapter is to ensure all construction activity (including erosion control and demolition of structures) taking place in the city conforms to the applicable provisions of the Sherwood Municipal Code (SMC) as well as rules and regulations of clean water services (CWS). It does this by providing the city manager (or their designate) with authority to issue stop work and other orders, impose civil penalties and take such remedial action(s) as are deemed reasonable and necessary by the city manager to effect compliance with the SMC or CWS rule or regulation.

15.28.040 Violation.

No person, firm, corporation, or other entity however organized, shall allow, suffer or permit any activity associated with the construction, repair, reconstruction, use, occupancy, demolition and/or maintenance of a structure located in the city to occur without said activity conforming to the requirements imposed by the SMC and/or CWS rules and regulations on that activity and consistent with the terms of permit(s) lawfully issued by an appropriate authority for said activity.

15.28.030 Responsible officer.

The city manager or their designate is authorized to enforce the provisions of this chapter. That person(s) has authority to investigate complaints and conduct inspection(s) deemed necessary to ensure compliance with the terms of the SMC, CWS rules and regulations and/or a permit lawfully issued by an appropriate authority.

15.28.060 Separate violations.

Each violation of a separate provision of the SMC, CWS rule or regulation or permit term or condition over which the city has jurisdiction may be treated as a separate violation and each day a violation is committed, is allowed or suffered to continue may also be deemed a separate violation.

15.28.100 Penalties.

A. Unless specifically limited elsewhere in the Sherwood Municipal Code, the city manager is authorized to seek a civil penalty from any violator in an amount of up to one thousand dollars (\$1,000.00) for each violation of any of the provision(s) of the SMC, CWS rules and regulations or a lawfully issued permit.

B. When determining the amount of a civil penalty, the city manager and, if appealed, shall consider, at a minimum, the following factors and set out in the notice or determination those believed to apply to a situation:

1. Prior violations and whether those violations were remedied in a timely manner;
2. The magnitude of the violation;
3. Whether the violation was repeated or continuous; and
4. Whether the violation was intentional

Sections:

[16.94.010 General Requirements](#)

[16.94.020 Off-Street Parking Standards](#)

[16.94.030 Off-Street Loading Standards](#)

16.94.010 General Requirements

A.

Off-Street Parking Required

No site shall be used for the parking of vehicles until plans are approved providing for off-street parking and loading space as required by this Code. Any change in uses or structures that reduces the current off-street parking and loading spaces provided on site, or that increases the need for off-street parking or loading requirements shall be unlawful and a violation of this Code, unless additional off-street parking or loading areas are provided in accordance with [Section 16.94.020](#), or unless a variance from the minimum or maximum parking standards is approved in accordance with [Chapter 16.84](#) Variances.

B.

Deferral of Improvements

Off-street parking and loading spaces shall be completed prior to the issuance of occupancy permits, unless the City determines that weather conditions, lack of available surfacing materials, or other circumstances beyond the control of the applicant make completion impossible. In such circumstances, security equal to one hundred twenty five (125) percent of the cost of the parking and loading area is provided the City. "Security" may consist of a performance bond payable to the City, cash, certified check, or other assurance of completion approved by the City. If the installation of the parking or loading area is not completed within one (1) year, the security may be used by the City to complete the installation.

C.

Options for Reducing the Required Parking Spaces

1.

Two (2) or more uses or, structures on multiple parcels of land may utilize jointly the same parking and loading spaces when the peak hours of operation do not substantially overlap, provided that satisfactory evidence is presented to the City, in the form of deeds, leases, or contracts, clearly establishing the joint use.

a.

Within commercial, institutional and public, or industrial zones, shared parking may be provided on lots that are within five hundred (500) feet of the property line of the use to be served.

b.

Shared parking is allowed if the application can show that the combined peak use is available by a parking study that demonstrates:

(1)

There is a sufficient number of parking spaces to accommodate the requirements of the individual businesses; or

(2)

That the peak hours of operation of such establishments do not overlap, and

(3)

That an exclusive permanent easement over a delineated area has been granted for parking space use.

2.

Mixed use projects are developments where a variety of uses occupies a development project or complex. For example, an eating establishment, professional office building and movie theater are all components of a mixed use site. It does not include a secondary use within a primary use such as an administrative office associated with a retail establishment. In mixed-use projects, the required minimum vehicle parking shall be determined using the following formula:

a.

Primary use: i.e. that with the largest proportion of total floor area within the development at one hundred (100) percent of the minimum vehicle parking required for that use.

b.

Secondary Use: i.e. that with the second largest percentage of total floor area within the development, at ninety (90) percent of the vehicle parking required for that use.

c.

Subsequent use or uses, at eighty (80) percent of the vehicle parking required for that use.

D.

Prohibited Uses

Required parking, loading and maneuvering areas shall not be used for long-term storage or sale of vehicles or other materials, and shall not be rented, leased or assigned to any person or organization not using or occupying the building or use served.

E.

Location

1.

Residential off-street parking spaces:

a.

Shall be located on the same lot or development as the residential use.

b.

Shall not include garages or enclosed buildings with the exception of a parking structure in multifamily developments where three (3) or more spaces are not individually enclosed. (Example: Underground or multi-level parking structures).

2.

For other uses, required off-street parking spaces may include adjacent on-street parking spaces, nearby public parking and shared parking located within five hundred (500) feet of the use. The distance from the parking, area to the use shall be measured from the nearest parking space to a building entrance, following a sidewalk or other pedestrian route. The right to use private off-site parking must be evidenced by a recorded deed, lease, easement, or similar written notarized letter or instrument.

3.

Vehicle parking is allowed only on improved parking shoulders that meet City standards for public streets, within garages, carports and other structures, or on driveways or parking lots that have been developed in conformance with this code. Specific locations and types of spaces (car pool, compact, etc.) for parking shall be indicated on submitted plans and located to the side or rear of buildings where feasible.

a.

All new development with twenty (20) employees or more shall include preferential spaces for either car pool and vanpool designation.

b.

Existing development may redevelop portions of designated parking areas for multi-modal facilities (transit shelters, park and ride, and bicycle parking), subject to meeting all other applicable standards, including minimum space standards.

F.

Marking

All parking, loading or maneuvering areas shall be clearly marked and painted. All interior drives and access aisles shall be clearly marked and signed to show the direction of flow and maintain vehicular and pedestrian safety.

G.

Surface and Drainage

1.

All parking and loading areas shall be improved with a permanent hard surface such as asphalt, concrete or a durable pervious surface. Use of pervious paving material is encouraged and preferred where appropriate considering soils, location, anticipated vehicle usage and other pertinent factors.

2.

Parking and loading areas shall include storm water drainage facilities approved by the City Engineer or Building Official.

H.

Repairs

Parking and loading areas shall be kept clean and in good repair. Breaks in paved surfaces shall be repaired. Broken or splintered wheel stops shall be replaced. Painted parking space boundaries and directional symbols shall be maintained in a readable condition.

I.

Parking and Loading Plan

An off-street parking and loading plan, drawn to scale, shall accompany requests for building permits or site plan approvals, except for single and two-family dwellings, and manufactured homes on residential lots. The plan shall show but not be limited to:

1.

Delineation of individual parking and loading spaces and dimensions.

2.

Circulation areas necessary to serve parking and loading spaces.

3.

Location of accesses to streets, alleys and properties to be served, and any curb cuts.

4.

Landscaping as required by Chapter 16.92

5.

Grading and drainage facilities.

6.

Signing and bumper guard specifications.

7.

Bicycle parking facilities as specified in Section 16.94.020.C.

8.

Parking lots more than one (1) acre in size shall provide street-like features including curbs, sidewalks, and street trees or planting strips.

J.

Parking Districts

The City may establish a parking district (i.e., permits or signage) in residential areas in order to protect residential areas from spillover parking generated by adjacent commercial, employment or mixed-use areas, or other uses that generate a high demand for parking. The district request shall be made to the City Manager, who will forward a recommendation to the City Council for a decision.

(Ord. No. 2012-008, § 2, 7-17-2012; Ord. No. 2010-015, § 2, 10-5-2010; Ord. 2006-021; 2000-2001, § 3; Ord. 2000-2001, § 3; Ord. 86-851, § 3)

16.94.020 Off-Street Parking Standards

A.

Generally

Where square feet are specified, the area measured shall be the gross building floor area primary to the functioning of the proposed use. Where employees are specified, persons counted shall be those working on the premises, including proprietors, during the largest shift at peak season. Fractional space requirements shall be counted as a whole space. The Review Authority may determine alternate off - street parking and loading requirements for a use not specifically listed in this Section based upon the requirements of comparable uses.

Minimum and Maximum Parking Standards

(Metro spaces are based on 1 per 1,000 sq ft of gross leasable area)

	Minimum Parking Standard	Maximum Permitted Parking Zone A ¹	Maximum Permitted Parking Zone B ²
Single, two-family and manufactured home on lot ³	1 per dwelling unit	None	None
Multi-family ⁴	1 per unit under 500 sf 1.25 per 1 bdr 1.5 per 2 bdr 1.75 per 3 bdr	None	None
Hotel or motel	1 per room	None	None
Boarding house	None	None	None
General retail or personal service	4.1 (244 sf)	5.1	6.2
Vehicle sales, nursery	4.1	5.1	6.2
Furniture/appliance store	4.1	5.1	6.2
Tennis racquetball court	1.0	1.3	1.5
Golf course	None	None	None
Sports club/recreation facility	4.3 (233 sf)	5.4	6.5
General office	2.7 (370 sf)	3.4	4.1
Bank with drive-thru	4.3 (233 sf)	5.4	6.5
Eating or drinking establishment	15.3 (65 sf)	19.1	23.0
Fast food drive-thru	9.9 (101 sf)	12.4	14.9
Movie theater	0.3 per seat	0.4	0.5
Day care	None	None	None
Elementary and junior high	None	None	None
High school and college	0.2 per student + teacher	0.3	0.3
Places of worship	0.5 per seat	0.6	0.8
Nursing home	None	None	None

Library	None	None	None
Industrial	1.6	None	None
Warehouse (gross square feet; parking ratios apply to warehouses 150,000 gsf or greater)	0.3	0.4	0.5

¹ Parking Zone A reflects the maximum number of permitted vehicle parking spaces allowed for each listed land

² Parking Zone B. Parking Zone B reflects the maximum number of permitted vehicle parking spaces allowed for each listed land use. Parking Zone B areas include those parcels that are located within one-quarter ¼ mile walking distance of bus transit stops, one-half ½ mile walking distance of light rail station platforms, or both, or that have a greater than 20 minute peak hour transit service. Parking Zone B areas also include those parcels that are located at a distance greater than one-quarter ¼ mile walking distance of bus transit stops, one-half ½ mile walking distance of light rail station platforms, or both.

³ If the street on which the house has direct access is less than twenty-eight (28) feet wide, two (2) off-street parking spaces are required per single-family residential unit. (includes single-family detached or attached, two-family dwelling or a manufactured home on an individual lot) If the abutting street is twenty-eight (28) feet or wider, one (1) standard (9 ft. × 20 ft.) parking space is required.

⁴ Visitor parking in residential developments: Multi-family dwelling units with more than ten (10) required parking spaces shall provide an additional fifteen (15) percent of the required number of parking spaces for the use of guests of the residents of the development. The spaces shall be centrally located or distributed throughout the development. Required bicycle parking facilities shall also be centrally located within or evenly distributed throughout the development.

B.

Dimensional and General Configuration Standards

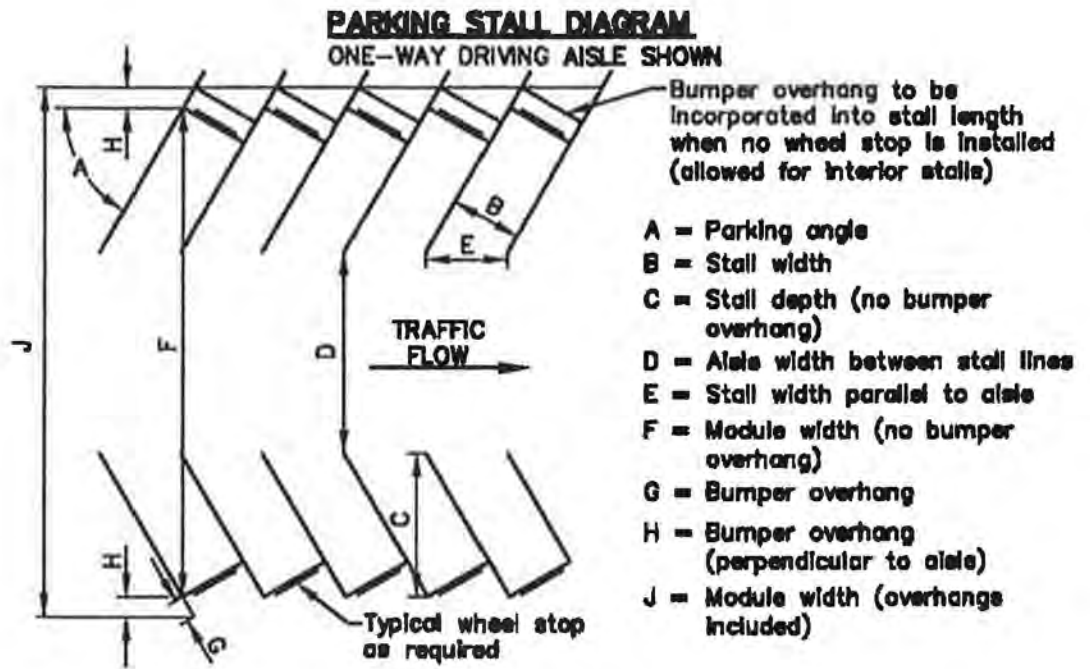
1.

Dimensions For the purpose of this Chapter, a "parking space" means a stall nine (9) feet in width and twenty (20) feet in length. Up to twenty five (25) percent of required parking spaces may have a minimum dimension of eight (8) feet in width and eighteen (18) feet in length so long as they are signed as compact car stalls.

2.

Layout

Parking space configuration, stall and access aisle size shall be of sufficient width for all vehicle turning and maneuvering. Groups of more than four (4) parking spaces shall be served by a driveway so as to minimize backing movements or other maneuvering within a street, other than an alley. All parking areas shall meet the minimum standards shown in the following table and diagram.



Minimum Parking Dimension Requirements
One-Way Driving Aisle (Dimensions in Feet)

A	B	C	D	E	F	G	H	J
45	8.0	16.5	13.0	11.3	46.0	3.0	2.5	51.0
	9.0	18.5	12.0	12.7	49.0	3.0	2.5	54.0
60°	8.0	17.0	18.0	9.2	52.0	3.0	2.5	57.0
	9.0	19.5	16.0	10.4	55.0	3.0	2.5	60.0

75°	8.0	16.5	26.0	8.3	59.0	3.0	3.0	65.0
	9.0	19.0	23.0	9.3	61.0	3.0	3.0	67.0
90°	8.0	15.0	26.0	8.0	56.0	3.0	3.0	62.0
	9.0	17.0	24.0	9.0	58.0	3.0	3.0	64.0

Two-Way Driving Aisle
(Dimensions in Feet)

A	B	C	D	E	F	G	H	J
45	8.0	16.5	24.0	11.3	57.0	3.0	2.5	62.0
	9.0	18.5	24.0	12.7	61.0	3.0	2.5	66.0
60°	8.0	17.0	24.0	9.2	58.0	3.0	2.5	63.0

	9.0	19.5	24.0	10.4	63.0	3.0	2.5	68.0
75°	8.0	16.5	26.0	8.3	59.0	3.0	3.0	65.0
	9.0	19.0	24.0	9.3	62.0	3.0	3.0	68.0
90°	8.0	15.0	26.0	8.0	56.0	3.0	3.0	62.0
	9.0	17.0	24.0	9.0	58.0	3.0	3.0	64.0

3.

Wheel Stops

a.

Parking spaces along the boundaries of a parking lot or adjacent to interior landscaped areas or sidewalks shall be provided with a wheel stop at least four (4) inches high, located three (3) feet back from the front of the parking stall as shown in the above diagram.

b.

Wheel stops adjacent to landscaping, bio-swales or water quality facilities shall be designed to allow storm water runoff.

c.

The paved portion of the parking stall length may be reduced by three (3) feet if replaced with three (3) feet of low lying landscape or hardscape in lieu of a wheel stop; however, a curb is still required. In other words, the traditional three-foot vehicle overhang from a wheel stop may be low-lying landscaping rather than an impervious surface.

4.

Service Drives

Service drives shall be clearly and permanently marked and defined through use of rails, fences, walls, or other barriers or markers, and shall have minimum vision clearance area formed by the intersection of the driveway center line, the street right-of-way line, and a straight line joining said lines through points fifteen (15) feet from their intersection.

5.

Credit for On-Street Parking

a.

On-Street Parking Credit. The amount of off-street parking required shall be reduced by one (1) off-street parking space for every on-street parking space adjacent to the development. On-street parking shall follow the established configuration of existing on-street parking, except that angled parking may be allowed for some streets, where permitted by City standards.

b.

The following constitutes an on-street parking space:

(1)

Parallel parking, each twenty-four (24) feet of uninterrupted curb;

(2)

Forty-five (45)/sixty (60) degree diagonal, each with ten (10) feet of curb;

(3)

Ninety (90) degree (perpendicular) parking, each with eight (8) feet of curb;

(4)

Curb space must be connected to the lot which contains the use;

(5)

Parking spaces that would not obstruct a required clear vision area, nor any other parking that violates any law or street standard; and;

(6)

On-street parking spaces credited for a specific use may not be used exclusively by that use, but shall be available for general public use at all times. No signs or actions limiting general public use of on-street spaces is permitted.

6.

Reduction in Required Parking Spaces

Developments utilizing engineered storm water bio-swales or those adjacent to environmentally constrained or sensitive areas may reduce the amount of required parking spaces by ten (10) percent when twenty-five (25) through forty-nine (49)

parking spaces are required, fifteen (15) percent when fifty (50) and seventy-four (74) parking spaces are required and twenty (20) percent when more than seventy-five (75) parking spaces are required, provided the area that would have been used for parking is maintained as a habitat area or is generally adjacent to an environmentally sensitive or constrained area.

7.

Parking Location and Shared Parking

Owners of off-street parking facilities may post a sign indicating that all parking on the site is available only for residents, customers and/or employees, as applicable.

C.

Bicycle Parking Facilities

1.

Location and Design

a.

Bicycle parking shall be conveniently located with respect to both the street right-of-way and at least one (1) building entrance (e.g., no farther away than the closest parking space). Bike parking may be located inside the main building or near the main entrance.

b.

Bicycle parking in the Old Town Overlay District can be located on the sidewalk within the right- of-way. A standard inverted "U shaped" design is appropriate. Alternative, creative designs are strongly encouraged.

2.

Visibility and Security. Bicycle parking shall be visible to cyclists from street sidewalks or building entrances, so that it provides sufficient security from theft and damage.

3.

Options for Storage. Bicycle parking requirements for long-term and employee parking can be met by providing a bicycle storage room, bicycle lockers, racks, or other secure storage space inside or outside of the building.

4.

Lighting. Bicycle parking shall be at least as well lit as vehicle parking for security.

5.

Reserved Areas. Areas set aside for bicycle parking shall be clearly marked and reserved for bicycle parking only.

6.

Hazards. Bicycle parking shall not impede or create a hazard to pedestrians. Parking areas shall be located so as to not conflict with vision clearance standards.

Minimum Required Bicycle Parking Spaces

Use Categories	Minimum Required Spaces
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Residential Categories	
Household living	Multi-dwelling – 2 or 1 per 10 auto spaces. All other residential structure types – None
Group living	1 per 20 auto spaces
Commercial Categories	
Retail sales/service office	2 or 1 per 20 auto spaces, whichever is greater
Drive-up vehicle servicing	None
Vehicle repair	None
Commercial parking facilities, commercial, outdoor recreation, major event entertainment	4 or 1 per 20 auto spaces, whichever is greater
Self-service storage	None
Industrial Categories/Service Categories	
Basic utilities	2 or 1 per 40 spaces, whichever is greater
Park and ride facilities	2 or 1 per 20 auto spaces
Community service essential service providers parks and open areas	2 or 1 per 20 auto spaces, whichever is greater
Schools	High schools – 4 per classroom Middle schools – 2 per classroom Grade schools – 2 per 4th & 5th grade classroom
Colleges, medical centers, religious institutions, daycare uses	2 or 1 per 20 auto spaces whichever is greater

(Ord. No. 2012-008, § 2, 7-17-2012; Ord. No. 2010-015, § 2, 10-5-2010; Ord. 2006-021; 2005-009 § 8; Ord. 2000-2001 § 3; Ord. 86-851 § 3)

16.94.030 Off-Street Loading Standards

A.

Minimum Standards

1.

A driveway designed for continuous forward flow of passenger vehicles for the purpose of loading and unloading passengers shall be located on the site of any school, or other public meeting place, which is designed to accommodate more than twenty five (25) persons at one time.

2.

The minimum loading area for non-residential uses shall not be less than ten (10) feet in width by twenty-five (25) feet in length and shall have an unobstructed height of fourteen (14) feet.

3.

Multiple uses on the same parcel or adjacent parcels may utilize the same loading area if it is shown in the development application that the uses will not have substantially overlapping delivery times.

4.

The following additional minimum loading space is required for buildings in excess of twenty thousand (20,000) square feet of gross floor area:

a.

Twenty thousand (20,000) to fifty (50,000) sq. ft. - five hundred (500) sq. ft.

b.

Fifty (50,000) sq. ft. or more - seven hundred fifty (750) sq. ft.

B.

Separation of Areas

Any area to be used for the maneuvering of delivery vehicles and the unloading or loading of materials shall be separated from designated off-street parking areas and designed to prevent the encroachment of delivery vehicles onto off-street parking areas or public streets. Off-street parking areas used to fulfill the requirements of this Chapter shall not be used for loading and unloading operations.

(Ord. No. 2012-008, § 2, 7-17-2012; Ord. No. 2010-015, § 2, 10-5-2010; Ord. No. 2009-005, § 2, 6-2-2009; Ord. 86-851, § 3)

Sections:

[16.82.010 Generally](#)

[16.82.020 Permit Approval](#)

16.82.010 Generally

A.

Authorization

Uses permitted in zoning districts as conditional uses may be established, enlarged, or altered by authorization of the Commission in accordance with the standards and procedures established in this Chapter. If the site or other conditions are found to be inappropriate for the use requested, the Commission or Hearings Officer (cited below as Hearing Authority) may deny the conditional use.

B.

Changes in Conditional Uses

Changes in use or expansion of a legal non-conforming use, structure or site, or alteration of structures or uses classified as conditional uses, that either existed prior to the effective date of this Code or were established pursuant to this Chapter shall require the filing of a new application for review conforming to the requirements of this Chapter if the proposed changes would increase the size, square footage, seating capacity or parking of existing permitted improvements by twenty percent (20%) or more.

C.

Application and Fee

An application for a Conditional Use Permit (CUP) shall be filed with the City and accompanied by the appropriate fee pursuant to [Section 16.74.010](#). The applicant is responsible for submitting a complete application which addresses all criteria of this Chapter and other applicable sections of this Code.

(Ord. No. 2010-015, § 2, 10-5-2010; Ord. 2001-1119, § 1; Ord. 86-851)

16.82.020 Permit Approval

A.

Hearing Authority Action

1.

The Hearings Authority shall conduct a public hearing pursuant to Chapter 16.72 and take action to approve, approve with conditions, or deny the application. Conditions may be imposed by the Hearings Authority if necessary to fulfill the requirements of the adopted Comprehensive Plan, Transportation System Plan, or the Code. The decision shall include appropriate findings of fact as required by this Section, and an effective date.

2.

Conditional uses may be approved at the hearing for a larger development (i.e. business campus or industrial park), to include future tenants of such development, if the range of uses allowed as conditional uses are considered, and specifically approved, at the time of original application.

B.

Final Site Plan

Upon approval of a conditional use by the Hearing Authority, the applicant shall prepare a final site plan for review and approval pursuant to Section 16.90. The final site plan shall include any revisions or other features or conditions required by the Hearing Authority at the time of the approval of the conditional use.

C.

Use Criteria

No conditional use shall be granted unless each of the following is found:

1.

All public facilities and services to the proposed use, including but not limited to sanitary sewers, water, transportation facilities, and services, storm drains, electrical distribution, park and open space and public safety are adequate; or that the construction of improvements needed to provide adequate services and facilities is guaranteed by binding agreement between the applicant and the City.

2.

Proposed use conforms to other standards of the applicable zone and is compatible with abutting land uses in regard to noise generation and public safety.

3.

The granting of the proposal will provide for a facility or use that meets the overall needs of the community and achievement of the goals and/or policies of the Comprehensive Plan, the adopted City of Sherwood Transportation System Plan and this Code.

4.

Surrounding property will not be adversely affected by the use, or that the adverse effects of the use on the surrounding uses, the neighborhood, or the City as a whole are sufficiently mitigated by the conditions proposed.

5.

The impacts of the proposed use of the site can be accommodated considering size, shape, location, topography and natural features.

6.

The use as proposed does not pose likely significant adverse impacts to sensitive wildlife species or the natural environment.

7.

For a proposed conditional use permit in the Neighborhood Commercial (NC), Office Commercial (OC), Office Retail (OR), Retail Commercial (RC), General Commercial (GC), Light Industrial (LI), and General Industrial (GI) zones, except in the Old Town Overlay Zone, the proposed use shall satisfy the requirements of Section 16.108.070 Highway 99W Capacity Allocation Program, unless excluded herein.

8.

For wireless communication facilities, no conditional use permit shall be granted unless the following additional criteria is found:

a.

The applicant shall demonstrate to the satisfaction of the City that the wireless communication facility cannot be located in an IP zone due to the coverage needs of the applicant.

b.

The proposed wireless communication facility is designed to accommodate co-location or it can be shown that the facility cannot feasibly accommodate co-location.

c.

The applicant shall demonstrate a justification for the proposed height of the tower or antenna and an evaluation of alternative designs which might result in lower heights.

d.

The proposed wireless communication facility is not located within one-thousand (1,000) feet of an existing wireless facility or that the proposed wireless communication facility cannot feasibly be located on an existing wireless communication facility.

e.

The proposed wireless communication facility is located a minimum of three-hundred (300) feet from residentially zoned properties.

9.

The following criteria apply to transportation facilities and improvements subject to Conditional use approval (in addition to criteria 1—7) per 16.66. These are improvements and facilities that are (1) not designated in the adopted City of

Sherwood Transportation System Plan (TSP), and are (2) not designed and constructed as part of an approved subdivision or partition subject to site plan review.

a.

The project preserves or improves the safety and function of the facility through access management, traffic calming, or other design features.

b.

The project includes provisions for bicycle and pedestrian access and circulation consistent with the Comprehensive Plan, the requirements of this Code, and the TSP.

c.

Proposal inconsistent with TSP: If the City determines that the proposed use or activity or its design is inconsistent with the TSP, then the applicant shall apply for and obtain a plan and/or zoning amendment prior to or in conjunction with conditional use permit approval.

d.

State transportation system facility or improvement projects: The Oregon Department of Transportation (ODOT) shall provide a narrative statement with the application demonstrating compliance with all of the criteria and standards in Section 1—7 and 9.a—9.d. Where applicable, an Environmental Impact Statement or Environmental Assessment may be used to address one or more of these criteria.

D.

Additional Conditions

In permitting a conditional use or modification of an existing conditional use, additional conditions may be applied to protect the best interests of the surrounding properties and neighborhoods, the City as a whole, and the intent of this Chapter. These conditions may include but are not limited to the following:

1.

Mitigation of air, land, or water degradation, noise, glare, heat, vibration, or other conditions which may be injurious to public health, safety or welfare in accordance with environmental performance standards.

2.

Provisions for improvement of public facilities including sanitary sewers, storm drainage, water lines, fire hydrants, street improvements, including curb and sidewalks, and other above and underground utilities.

3.

Increased required lot sizes, yard dimensions, street widths, and off-street parking and loading facilities.

4.

Requirements for the location, number, type, size or area of vehicular access points, signs, lighting, landscaping, fencing or screening, building height and coverage, and building security.

5.

Submittal of final site plans, land dedications or money-in-lieu of parks or other improvements, and suitable security guaranteeing conditional use requirements.

6.

Limiting the number, size, location, height and lighting of signs.

7.

Requirements for the protection and preservation of existing trees, soils, vegetation, watercourses, habitat areas and drainage areas.

8.

Requirements for design features which minimize potentially harmful environmental impacts such as noise, vibration, air pollution, glare, odor and dust.

E.

Time Limits

Unless approved under Section 16.82.020.A.2 for a larger development to include future tenants of such development, authorization of a conditional use shall be void after two (2) years or such lesser time as the approval may specify unless substantial construction, in the City's determination, has taken place. The Hearing Authority may extend authorization for an additional period, not to exceed one (1) year, upon a written request from the applicant showing adequate cause for such extension, and payment of an extension application fee as per Section 16.74.010.

F.

Revocation

Any departure from approved plans not authorized by the Hearing Authority shall be cause for revocation of applicable building and occupancy permits. Furthermore, if, in the City's determination, a condition or conditions of CUP approval are not or cannot be satisfied, the CUP approval, or building and occupancy permits, shall be revoked.

(Ord. No. 2010-015, § 2, 10-5-2010; Ord. 2005-008, §§ 4, 6, 7; Ord. 2003-1148, § 3; Ord. 2001-1119, § 1, 97-1019; Ord. 86-851)

Is five and one-half feet or more in height from floor to ceiling at any point; and

7.

Has no more than one axle designed to support a portion of the weight of the camper.

"Commercial bus trailer" means a bus trailer:

1.

That is designed or used for carrying passengers and their personal baggage for compensation.

2.

Other than a vehicle commonly known and used as a private passenger vehicle not operated for compensation except in the transportation of students to or from school.

"Farm trailer" means a vehicle that:

1.

Is without motive power;

2.

Is a vehicle other than an implement of husbandry;

3.

Is designed to carry property; and

4.

Is drawn by a farm tractor.

"Highway" means every public way, road, street, throughfare and place, including bridges, viaducts and other structures within the boundaries of this state, open, used or intended for use of the general public for vehicles or vehicular traffic as a matter of right.

"Manufactured structure" means:

1.

A manufactured dwelling that is more than eight and one-half feet wide;

2.

A prefabricated structure that is more than eight and one-half feet wide; and

3.

A recreational vehicle that is more than eight and one-half feet wide.

4.

"Manufactured structure" does not include any special use trailer.

"Motor home" means a motor vehicle that:

1.

Is reconstructed, permanently altered or originally designed to provide facilities for human habitation; or

2.

Has a structure permanently attached to it that would be a camper if the structure was not permanently attached to the motor vehicle.

"Motor truck" means a motor vehicle that is primarily designed or used for carrying loads other than passengers.

"Park" or "parking" means the standing of a vehicle, whether occupied or not, otherwise than temporarily for the purpose of and while actually engaged in loading or unloading property or passengers, or in obedience to traffic regulations or traffic signs or signals.

"Pole trailer" means a trailer attached or secured to the towing vehicle and ordinarily used for transporting long or irregular loads capable generally of sustaining themselves as beams between the towing vehicle and the trailer. The definition in this section is based on design features and, except as otherwise provided in this section, does not prohibit a pole trailer from fitting into another category of trailer based on use.

"Self-supporting trailer" means a trailer, other than a pole trailer, designed so that no part of the weight of the trailer or the weight of any load on the trailer rests upon the towing vehicle. The definition in this section is based on design and, except as otherwise provided in this section, does not prohibit a self-supporting trailer from fitting into another category of trailer based on use.

"Semitrailer" means a trailer designed so that part of the weight of the trailer and part of the weight of any load on the trailer rests upon or is carried by another vehicle and coupled to another vehicle by a fifth wheel hitch. The definition in this section is based on design and, except as otherwise provided in this section, does not prohibit a semitrailer from fitting into another category of trailer based on use.

"Special use trailer" means a trailer described under any of the following:

1.

A trailer that is eight and one-half feet or less in width and of any length and that is used for commercial or business purposes.

2.

A trailer that is used temporarily on a construction site for office purposes only.

3.

"Special use trailer" does not include any travel trailer.

"Trailer" means every vehicle without motive power designed to be drawn by another vehicle. Trailer includes, but is not limited to, the following types of trailers:

1.

Balance trailers;

2.

Bus trailers;

3. Commercial bus trailers;
4. Farm trailers;
5. Pole trailers;
6. Semitrailers;
7. Travel trailers;
8. Truck trailers;
9. Self-supporting trailers;
10. Special use trailers.

"Travel trailer" means:

1. A manufactured dwelling that is eight and one-half feet or less in width and is not being used for commercial or business purposes;
2. A recreational vehicle without motive power that is eight and one-half feet or less in width and is not being used for commercial or business purposes; and
3. A prefabricated structure that is eight and one-half feet or less in width and that is not being used for commercial or business purposes.

"Truck tractor" means a motor vehicle designed and used primarily for drawing other vehicles and constructed so as not to carry any load other than a part of the weight of the vehicle or load, or both, as drawn.

"Truck trailer" means any trailer designed and used primarily for carrying loads other than passengers whether designed as a balance trailer, pole trailer, semitrailer or self-supporting trailer.

(Ord. 04-004 § 1 (Exh. A)(part))

10.08.020 Prohibited practices.

A.

No person shall park a vehicle on the right-of-way of any highway, or upon any public street or public way within the corporate limits of the city for any of the following purposes:

- 1.

2. Advertising, selling, or offering merchandise for sale;
3. Displaying such vehicle for sale;
4. Washing, greasing, or repairing such vehicle, except as may be necessitated by emergency;
5. Displaying advertising upon such vehicle;
- Storage, junk or dead storage for any period of more than forty-eight (48) hours, except that this subsection shall be subject to the limits elsewhere prescribed in the motor vehicle code of the city, or as may be prescribed by the Oregon State Motor Vehicle Code.

B.

Parking Time Limit. It is unlawful for any person to park or stop any vehicle for a longer period of time than that designated by official signs, parking meters, or other markings placed by or under authority of the city of Sherwood. Such parking time limit shall include the aggregate of time of all stopping or standing of the same vehicle on the same side of the street within a space of three hundred (300) lineal feet measured along the curb line and between intersections; and the parking, standing or stopping of any vehicle within such expanse shall not exceed the designated time limit during any three-hour period.

(Ord. 04-004 § 1 (Exh. A)(part))

10.08.030 Parking restrictions on certain types of vehicles.

No person shall, at any time, park or leave standing a motor truck, truck tractor, truck trailer, semi-trailer, bus trailer, commercial bus, commercial bus trailer, trailer as defined in this chapter, whether attended or unattended, on any improved public highway, public street, or other public way within the corporate limits of the city for a period greater than thirty (30) minutes, between the hours of 12:01 a.m. and six a.m. Motor homes, travel trailers connected to a motor vehicle and campers mounted on a motor vehicle may be parked on the street for up to two consecutive days (forty-eight (48) hours) if the public street or public way meets the criteria listed below:

A.

Roadways less than thirty-two (32) feet in width posted no parking on one side — recreational parking is allowed on the non posted side. Parked motor homes, travel trailers and campers shall not block adjacent properties' driveway ingress/egress.

B.

Roadways over thirty-two (32) feet in width with parking allowed on either side — RV's must stagger their parking so no two motor homes, travel trailers or campers are parked directly across the street from one another.

The parking of motor homes, travel trailers or campers is prohibited on roadways less than thirty-two (32) feet in width with parking allowed on both sides and prohibited outright on roadways less than twenty-eight (28) feet in width.

(Ord. 04-004 § 1 (Exh. A)(part))

10.08.040 Vehicles to be removed from fire scenes.

Whenever the owner or driver of a vehicle discovers that such vehicle is parked immediately in front of, or close to a building to which the fire department has been summoned, he or she shall immediately remove such vehicle from the area unless otherwise directed by police or fire officers.

(Ord. 04-004 § 1 (Exh. A)(part))

10.08.050 Method of parking.

A.

No person having control or charge of a motor vehicle shall allow it to stand on any street unattended without first fully setting its parking brakes, stopping its motor, and removing the ignition key; and, when standing upon an precipitous grade, the front wheels of the vehicle shall be angled into the curb.

B.

No person shall stand or park a vehicle in a street other than parallel with the edge of the roadway, headed in the direction of lawful traffic movement, and with the curbside wheels of the vehicle within twelve (12) inches of the edge of the curb, except where the street is marked or signed for angle parking.

C.

Where parking space markings are placed on a street, no person shall stand or park a vehicle other than at the indicated direction and within a single marked space.

(Ord. 04-004 § 1 (Exh. A)(part))

10.08.060 Prohibited parking or standing.

No person shall park or leave standing a motor vehicle of any kind or character, whether motorized or not, as follows:

A.

Within ten feet of a fire hydrant;

B.

Within any portion of a crosswalk;

C.

Within any area marked as a loading zone other than for the purpose of loading or unloading cargo.

(Ord. 04-004 § 1 (Exh. A)(part))

10.08.070 Parking prohibited on certain streets.

No person shall park a motor vehicle of any kind, whether motorized or not, on the following designated portions of the following public streets, except as may be necessitated by an emergency:

A.

At any time:

1.

On the southeasterly side of 1st Street from the intersection of 1st Street with Park Street to the intersection of 1st Street with Main Street.

2.

On North Sherwood Blvd. from the intersection of North Sherwood Blvd. with 3rd Street through the intersection of North Sherwood Blvd. with Southwest Pacific Highway (Highway 99W).

3.

On the southwesterly side of Gleneagle Drive from the intersection of Gleneagle Drive with Southwest Pacific Highway to the intersection of Gleneagle Drive with North Sherwood Boulevard.

4.

On the northeast side of Northwest Park Street from the intersection of Northwest Park Street with Southwest 1st street to the intersection of Northwest Park Street and Railroad Street.

5.

On the east side of Roy Street from the intersection of Roy Street and Oregon Street to the intersection of Roy Street and G. & T. Drive.

6.

On Meinecke Road between the Cedar Creek Bridge and the intersection of Meinecke Road and Lee Drive.

7.

On the northwest side of Highway 99 West from the point of its intersection with the southeast corner of tax lot 1400, assessor's tax map #2S130D, said lot being more particularly described in instrument recorded in Washington County Deed Records in Book 7800 at page 5379, thence southwest a distance of 305.68 to the southwest corner of said parcel and tax lot.

8.

On the Southerly side of Willamette Street from its intersection with Washington Street to approximately two hundred sixty (260) feet easterly of its intersection with Lincoln Street.

9.

On the Northerly side of Willamette Street from its intersection with Highland Drive to approximately two hundred twenty (220) feet Westerly of Lincoln Street.

10.

On the northeasterly side of Northwest Park Street from Railroad Street to Northwest 2nd Street.

11.

On the northeasterly side of Northwest Main Street from Railroad Street to Northwest 3rd Street.

12.

On the northeasterly side of North Pine Street from Railroad Street to Northeast Oregon Street and from the alleyway between Northeast 2nd Street and Northeast 3rd Street to Northeast 3rd Street.

13.

On the northeasterly side of Northeast Oak St. from Northeast Oregon St. to the end of the curb approximately one hundred fifty (150) feet north of Northeast 2nd Street.

14.

On the northwesterly side of Northeast Ash Street from Northeast Oregon Street to the end of the curb at approximately one hundred fifty (150) feet northerly of Northeast 1st Street.

15.

On Northeast Oregon Street from North Pine Street to the railroad crossing.

16.

On the northwesterly side of Northeast 1st Street from Northwest Park Street to Northwest Main Street and the northwesterly side of Northeast 1st Street from North Pine Street to approximately one hundred (100) feet easterly of Northeast Ash Street.

17.

On the southeasterly side of Northwest 2nd Street from Northwest Park Street to North Pine Street.

18.

On the southeasterly side of Northeast 2nd Street from North Pine Street to Northeast Oak Street and on the northwesterly side of Northeast 2nd Street from Northeast Oak Street to the end of the curb at approximately one hundred fifty (150) feet easterly of Northeast Oak Street.

19.

On the northwesterly side of Northwest 3rd Street from Northwest Main Street to North Pine Street.

20.

No parking shall be allowed on the southeasterly side of Northeast 3rd Street from North Pine Street to fifty (50) feet easterly of Pine Street and on the northwesterly side of Northeast 3rd Street.

B.

Between the hours of eight a.m. and four p.m., on Monday through Saturday, in excess of two hours continuously in any one location on any city street outside of a residential district, as defined by subsection 1 of ORS 801.430.

C.

The city may establish residential parking districts (districts) to protect specified residential areas from the effects of spillover parking arising as a result of adjacent commercial, employment or mixed-use or other uses that generate a high demand for parking. Parking by those without a permit may be prohibited, within the following guidelines:

1.

A request for creation of a district shall be initially directed to the city manager, who shall make and then forward a written recommendation to the city council for its review.

2.

When evaluating a district's possible designation or any attribute thereof the city manager may, in assessing whether the general welfare of the city is enhanced or promoting thereby, consider the following factors:

a.

The residential nature within the district;

b.

The volume of traffic and available parking;

c.

The surface width of streets within the proposed district;

d.

The relationship between the need for parking space by residents of the proposed district and the need and use of parking space by the public at large; and

e.

The hours of day or night when use of parking within the proposed district is necessary or most convenient.

3.

Any district established by council after review of the city manager's written recommendation shall be done by resolution, clearly defining the boundaries thereof and the hours within which non-permitted parking is to be prohibited.

4.

The city manager shall cause city approved signs to be installed and thereafter maintained in the district identifying any parking restrictions for non-residents and the exception thereto applicable for the district's permit holders.

5.

The city manager shall establish and enforce procedures and standards concerning the terms, issuance, denial and revocation of both permanent and temporary permits for use within districts created within the city. Residents of a district may apply for permit(s) from the city manager.

10.08.080 Disabled persons parking.

The city manager is directed to establish by proper signing and designation, reserved street parking space or spaces, as needed for disabled persons, which parking shall be subject to the rules and regulations of the Oregon Revised Statutes for disabled persons parking.

(Ord. 04-004 § 1 (Exh A)(part))

10.08.090 Repeat violation procedures.

Any violation of the provisions of this chapter shall be subject to the remedies listed below:

A.

First violation — Request to move vehicle posted on the vehicle itself. If vehicle is not relocated within a twenty-four- (24) hour period a second violation action will be taken.

B.

Second violation — Vehicle is ticketed and there is a seventy-two- (72) hour notice to tow. Ticket is for a fine of no less than fifty dollars (\$50.00) or no greater than two hundred fifty dollars (\$250.00) (Class C Violation). Notice to tow shall be provided as for abandoned, discarded, and hazardously located vehicles pursuant to Sherwood Municipal Code Section 8.04.070. If the vehicle is not relocated within the seventy-two- (72) hour period a third violation action will be taken.

C.

Third violation — Vehicle is ticketed and towed same day. Ticket is for a fine of no less than two hundred dollars (\$200.00) or no greater than five hundred dollars (\$500.00) (Class B Violation). Notice after removal shall be provided as for abandoned, discarded, and hazardously located vehicles pursuant to Sherwood Municipal Code Section 8.04.070. Notice shall be provided that the vehicle is subject to ticket as a Class A violation and immediate towing if subsequently parked in the same area within three hundred (300) lineal feet along the curb in either direction.

D.

Fourth and subsequent violations — For the same vehicle parked in the same area within a three hundred (300) lineal feet measured along the curb in either direction, those vehicles will be ticketed and are subject to immediate towing. Ticket for fourth and subsequent violations is for a fine of no less than five hundred dollars (\$500.00) or no greater than one thousand dollars (\$1,000.00) (Class A Violation). Notice after removal shall be provided as for abandoned, discarded, and hazardously located vehicles pursuant to Sherwood Municipal Code Section 8.04.070

(Ord. 04-004 § 1 (Exh A)(part))

Sherwood, Oregon, Code of Ordinances >> Title 16 - ZONING AND COMMUNITY DEVELOPMENT CODE
>> **Division I. - GENERAL PROVISIONS** >> **Chapter 16.10 - DEFINITIONS*** >>

Chapter 16.10 - DEFINITIONS*

Sections:

[16.10.010 - GENERALLY](#)

[16.10.020 - SPECIFICALLY](#)

16.10.010 - GENERALLY

All words used in this Code, except where specifically defined herein, shall carry their customary meanings. Words used in the present tense include the future tense; words used in the future tense include the present tense; the plural includes the singular, and the masculine includes the feminine and neuter. The word "building" includes the word "structure"; the word "shall" is mandatory; the word "will" or "may" are permissive; the words "occupied" and "uses" shall be considered as though followed by the words "or intended, arranged, or designed to be used or occupied."

Where terms are not defined, they shall have their ordinary accepted meanings within the context with which they are used. Webster's Third New International Dictionary of the English Language, Unabridged, copyright 1986, shall be considered as providing ordinarily accepted meanings.

16.10.020 - SPECIFICALLY

The following terms shall have specific meaning when used in this Code:

Abut: Contiguous to, in contact with, or adjoining with a common property line; two properties separated by another parcel, lot, tract or right-of-way measuring twenty (20) feet in width or less, shall be considered abutting for the purposes of interpreting the infill-related development standards. See also, Adjacent.

Access: The way or means by which pedestrians and vehicles enter and leave property.

Accessory Building/Use: A subordinate building or use which is customarily incidental to that of the principal use or building located on the same property.

Adjacent: A relative term meaning nearby; may or may not be in actual contact with each other, but are not separated by things of the same kind. For example, a lot is adjacent to a lot across the street because the lots are separated by a street, not an intervening lot.

Alteration: An addition, removal, or reconfiguration which significantly changes the character of a historic resource, including new construction in historic districts.

Apartment: Each dwelling unit contained in a multi-family dwelling or a dwelling unit that is secondary to the primary use of a non-residential building.

Assisted Living Facilities: A program approach, within a physical structure, which provides or coordinates a range of services, available on a 24-hour basis, for support of resident independence in a residential setting.

Automobile Sales Area: An open area, other than a street, used for the display, sale, or rental of new or used automobiles, and where no repair work is done, except minor incidental repair of automobiles to be displayed, sold, or rented on the premises.

Base Flood: The flood having a one percent (1%) chance of being equaled or exceeded in any given year. Also referred to as the "100-year flood" or "100-year flood plain".

Basement: Any floor level below the first story in a building, except as otherwise defined in the Uniform Building Code and this Code.

Board-and-batten: Wall covering composed of solid wood wide boards, and solid wood narrow strips. Wide boards are attached vertically with small spaces remaining. Narrow strips, or batten, are attached over spaces between boards.

(Ord. 2006-009 § 2)

Boarding or Rooming House: Any building or portion thereof containing not more than five (5) guest rooms where rent is paid in money, goods, labor or otherwise.

Building: Any structure used, intended for, supporting or sheltering any use or occupancy. Each portion of a structure separated by a division wall without any openings shall be deemed a separate building.

Building Area: That portion of a property that can be occupied by the principal use, thus excluding the front, side and rear yards.

Building, Existing: Any building erected prior to the adoption of this Code or one for which a legal building permit has been issued.

Building Height: The vertical distance above a reference datum measured to the highest point of the coping of a flat roof or to the deck line of a mansard roof or to the average height of the highest gable of a pitched or hipped roof. The height of a stepped or terraced building is the maximum height of any segment of the building. The reference datum shall be selected by the following criteria, whichever yields the greater height:

- A. The elevation of the highest adjoining sidewalk or ground surface within a five (5) foot horizontal distance of the exterior wall of the building, when such sidewalk or ground surface is not more than ten (10) feet above lowest grade.
- B. An elevation ten (10) feet higher than the lowest grade, when the sidewalk or ground surface described in this Section is more than ten (10) feet above lowest grade.

Building Official: The City employee or agent charged with the administration and enforcement of the Uniform Building Code and other applicable regulations.

Building Permit: A permit issued under the terms of the Uniform Building Code.

Buffer: A landscaped area, wall, berm or other structure or use established to separate and protect land uses.

Change in Use: A change to a parcel of land, a premise or a building which creates a change in vehicular trip generation activities, which changes the minimum parking requirements of this Code, or which changes the use classification as defined by this Code or the Uniform Building Code.

Church: Any bona-fide place of worship, including Sunday School buildings, parsonages, church halls, and other buildings customarily accessory to places of worship.

City: The City of Sherwood, Oregon and its duly authorized officials, employees, consultants and agents.

Clean Water Services: An agency of Washington County providing for sanitary sewer collection and treatment, and for storm water management.

Code: The City of Sherwood, Oregon Zoning and Community Development Code, Part 3 of the City of Sherwood Comprehensive Plan.

Co-Location: The placement of two or more antenna systems or platforms by separate FCC license holders on a structure such as a support structure, building, water tank or utility pole.

Commercial Trade School: Any private school or institution operated for profit that is not included in the definitions of an educational institution or school.

Commission: The City of Sherwood Planning Commission.

Common-Wall Dwelling: Dwelling units with shared walls such as two-family, and multi-family dwellings.

Community Development Plan: Part 2 of the City of Sherwood Comprehensive Plan.

Compatible: Any structures or uses capable of existing together in a harmonious, orderly, efficient, and integrated manner, considering building orientation, privacy, lot size, buffering, access and circulation.

Comprehensive Plan: The City of Sherwood Comprehensive Plan.

Conditional Use: A use permitted subject to special conditions or requirements as defined in any given zoning district and Chapter 16.82 of the Code.

Condominium: An individually-owned dwelling unit in a multi-family housing development with common areas and facilities.

Convalescent Homes: See Nursing Home in this Code.

Council: The City of Sherwood City Council.

Day-Care Facility: Any facility that provides day care to six (6) or more children, including a child day care center or group day care home, including those known under a descriptive name, such as nursery school, preschool, kindergarten, child playschool, child development center, except for those facilities excluded by law, and family day care providers as defined by this Code. This term applies to the total day care operation and it includes the physical setting, equipment, staff, provider, program, and care of children.

Deed Restriction: A covenant or contract constituting a burden on the use of private property for the benefit of property owners in the same subdivision, adjacent property owners, the public or the City of Sherwood, and designed to mitigate or protect against adverse impacts of a development or use to ensure compliance with a Comprehensive Plan.

Demolish: To raze, destroy, dismantle, deface or in any other manner cause partial or total ruin of a structure or resource.

Density: The intensity of residential land uses per acre, stated as the number of dwelling units per net buildable acre. Net buildable acre means an area measuring 43,560 square feet after excluding present and future rights-of-way and environmentally constrained areas.

(Ord. No. 2012-003, § 2, 5-1-2012; Ord. No. 2011-009, § 2, 7-19-2011)

Designated Landmark: A property officially recognized by the City of Sherwood as important in its history, culture, or architectural significance.

Designated Landmarks Register: The list of, and record of information about, properties officially recognized by the City of Sherwood as important in its history.

Development: Any man-made change to improved or unimproved real property or structures, including but not limited to construction, installation, or alteration of a building or other structure; change in use of a building or structure; land division; establishment or termination of rights of access; storage on the land; tree cutting; drilling; and any site alteration such as land surface mining, dredging, grading, construction of earthen berms, paving, parking improvements, excavation or clearing.

Development Plan: Any plan adopted by the City for the guidance of growth and improvement in the City.

Diameter at Breast Height (DBH): Is a standard arboricultural method for measuring the diameter of a tree. For the purposes of this code, DBH shall be measured four and a half feet above ground level as defined by the International Society of Arboriculture.

(Ord. No. 2012-003, § 2, 5-1-2012)

Drive-In Restaurant: Any establishment dispensing food and/or drink, that caters primarily to customers who remain, or leave and return, to their automobile for consumption of the food and/or drink, including business designed for serving customers at a drive-up window or in automobiles.

Dwelling Unit: Any room, suite of rooms, enclosure, building or structure designed or used as a residence for one (1) family as defined by this Code, and containing sleeping, kitchen and bathroom facilities.

Dwelling, Single-Family: A structure containing one (1) dwelling unit.

Dwelling, Single-Family Attached: A single structure on two (2) lots, containing two (2) individual dwelling units, but with a common wall and a common property line. Otherwise identical to a two-family dwelling.

Dwelling, Two-Family or Duplex: A single structure on one (1) lot containing two (2) individual dwelling units, sharing a common wall, but with separate entrances.

(Ord. No. 2011-009, § 2, 7-19-2011)

Dwelling, Townhome or Row House: A single-family dwelling unit which is attached on one or both sides to a similar adjacent unit(s) on similar lot(s). The attachment is made along one or more common walls which are jointly owned. The units may either be on individual platted lots or may be located on a single lot as individual condominium units. The units are distinct from each other by scale, color, massing, or materials.

(Ord. No. 2011-009, § 2, 7-19-2011)

Dwelling, Multi-Family: A single structure containing three (3) or more dwelling units that share common walls or floor/ceilings with one or more units. The land underneath the structure is not divided into separate lots. Multi-family dwellings include structures commonly called garden apartments, apartments and condominiums. Multi-family dwellings that are attached on one or both sides to similar adjacent but distinct units are considered townhomes (see definition above).

(Ord. No. 2011-009, § 2, 7-19-2011)

Easement: The grant of the legal right to use of land for specified purposes.

Educational Institution: Any bona-fide place of education or instruction, including customary accessory buildings, uses, and activities, that is administered by a legally-organized school district; church or religious organization; the State of Oregon; or any agency, college, and university operated as an educational institution under charter or license from the State of Oregon. An educational institution is not a commercial trade school as defined by Section 16.10.020.

Established Neighborhood: An existing residential area that is taken into consideration when infill development is proposed. See Chapter 16.68, Infill Development Standards, intended to promote compatibility between existing residential areas and new development through controls on the type, height, size, scale, or character of new buildings.

Environmentally Constrained Land: Any portion of land located within the floodway, 100 year floodplain, wetlands and/or vegetated corridor as defined by Clean Water Services.

Environmentally Sensitive Land: Land that does not meet the definition of environmentally constrained, but which is identified on the inventory of Regionally Significant Riparian and Wildlife Habitat Map adopted as Map V-2 of the Sherwood Comprehensive Plan, Part 2.

Expedited Land Division: A residential land division process which must be expedited within 63 days of receiving a complete application in accordance with ORS 197.360. The decision is rendered without a public hearing and must meet applicable land use regulation requirements. All appeals of expedited land divisions must be decided by a hearings officer.

Extraordinary Historic Importance: The quality of historic significance achieved outside the usual norms of age, association, or rarity.

Evergreen: A plant which maintains year-round foliage.

Ex-parte Contact: Contact or information passed between a party with an interest in a quasi-judicial land use decision and a member of the Council or Commission, when such information is not generally available to other members of the Council or Commission, or other interested persons. The member shall disclose any pre-hearing or ex-parte contacts with applicants, officers, agents, employees, or other parties to an application before the Council or Commission. Ex-parte contacts with a member of the Commission or Council shall not invalidate a final decision or action of the Commission or Council, provided that the member receiving the

contact indicates the substance of the content of the ex-parte communication and of the right of parties to rebut said content at the first hearing where action will be considered or taken.

Extra Capacity Improvements: Improvements that are defined as necessary in the interest of public health, safety and welfare by Divisions V, VI, and VIII of this Code, and the Community Development Plan, to increase the capacities of collector or arterial streets; water, sewer, storm drainage or other utility facilities; and parks and open space.

Family: One (1) person living alone or two (2) or more persons related by blood, marriage, or adoption; or a group not exceeding five (5) persons living together as a single housekeeping unit, excluding occupants of a boardinghouse, fraternity, hotel, or similar use.

Family Day Care Provider: A day care provider which accommodates fewer than thirteen (13) children in the provider's home.

Fence: Any open or closed structure used to enclose any lot or parcel of ground, and usually constructed of wire, wood, brick, cement block, or stone.

Fiber Board (also pressboard or stucco board): A building material composed of wood chips or plant fibers bonded together with or without stucco and compressed into rigid sheets.

Fiber Cement Board (i.e. HardiPlank): A fire resistant building material composed of wood fiber and cement compressed into clapboard.

Fire District: Tualatin Valley Fire and Rescue.

Flag Lot: A building lot which is provided access to a public street by means of a narrow strip of land with minimal frontage.

Flood Plain: The flood-hazard area adjoining a river, stream or other water course, that is subject to inundation by a base flood. The flood plain includes the floodway and floodway fringe, and the City greenway, as defined by this Code.

Floodway: The channel of a river, stream or other watercourse, and the adjoining areas of the flood plain, required to discharge the base flood without cumulatively increasing the water surface elevation of said watercourse by more than one (1) foot.

Flood Fringe: The area of the flood plain lying outside of the floodway.

Footcandle: A unit of illumination. One footcandle is the intensity of illumination when a source of one (1) candlepower illuminates a screen one (1) foot away.

Frontage: That side of a parcel abutting on a street or right-of-way ordinarily regarded as the front of the parcel, except that the shortest side of a corner lot facing a street, shall not be deemed the lot frontage.

Garage: A building or a portion thereof which is designed to house, store, repair or keep motor vehicles.

Government Structure: Any structure used by a federal, state, local government, or special district agency.

Ground Floor Area: The total area of a building measured by taking the largest outside dimensions of the building, exclusive of open porches, breezeways, terraces, garages, exterior stairways, and secondary stairways.

Hard Surface: Any man-made surface that prevents or retards the saturation of water into land, or that causes water to run-off in greater quantities or increased rates, than existed under natural conditions prior to development. Common hard surfaces include but are not limited to: roofs, streets, driveways, sidewalks and walkways, patios, parking and loading areas, and other graveled, oiled, macadam or concrete surfaces. Also referred to as impermeable surface.

Hazardous Waste: Has the meaning given that term in ORS 466.005.

Hearing Authority: The City of Sherwood Planning Commission, City Council, Landmarks Advisory Board or Hearings Officer.

Hearings Officer: An individual appointed by the City Council to perform the duties as specified in this Code.

Historic Integrity: The quality of wholeness of historic location, design, setting, materials, workmanship, feeling, and/or association of a resource, as opposed to its physical condition.

Historic Resource: A building, structure, object, site, or district which meets the significance and integrity criteria for designation as a landmark. Resource types are further described as:

Object: A construction which is primarily artistic or commemorative in nature and not normally movable or part of a building or structure, e.g., statue, fountain, milepost, monument, sign, etc.

- A. **Site:** The location of a significant event, use, or occupation which may include associated standing, ruined, or underground features, e.g., battlefield, shipwreck, campsite, cemetery, natural feature, garden, food-gathering area, etc.
- B. **District:** A geographically defined area possessing a significant concentration of buildings, structures, objects, and/or sites which are unified historically by plan or physical development, e.g., downtown, residential, neighborhood, military reservation, ranch complex, etc.
- C. **Primary, Secondary, & Contributing:** Historic ranking in descending order based on four scoring criteria for surveyed properties — historical, architectural, use considerations, and physical and site characteristics.

Historic Resources of Statewide Significance: Buildings, structures, objects, sites, and districts which are listed on the Federal National Register of Historic Places.

Hogged Fuel: Fuel generated from wood or other waste that has been fed through a machine that reduces it to a practically uniform size of chips, shreds, or pellets.

Home Occupation: An occupation or a profession customarily carried on in a residential dwelling unit by a member or members of a family residing in the dwelling unit and clearly incidental and secondary to the use of the dwelling unit for residential purposes.

Hotel: A building or buildings in which there are more than five (5) sleeping rooms occupied as temporary dwelling places, which rooms customarily do not contain full kitchen facilities, but may include kitchenettes.

Homeowners Association: A formally organized group of homeowners within a single housing development having shared responsibility for portions of the development such as building, landscaping, or parking maintenance, or other activities provided for by covenant or legal agreement.

Household: All persons occupying a group of rooms or a single room which constitutes a dwelling unit.

Inert Material: Solid waste material that remains materially unchanged by variations in chemical, environmental, storage, and use conditions reasonably anticipated at the facility.

Inventory of Historic Resources: The record of information about resources potentially significant in the history of the City of Sherwood as listed in the Cultural Resource Inventory (1989), and hereafter amended.

Junk: Materials stored or deposited in yards and open areas for extended periods, including inoperable or abandoned motor vehicles, inoperable or abandoned machinery, motor vehicle and machinery parts, broken or discarded furniture and household equipment, yard debris and household waste, scrap metal, used lumber, and other similar materials.

Junk-Yard: Any lot or site exceeding two hundred (200) square feet in area used for the storage, keeping, or abandonment of junk as defined by this Code.

Kennel: Any lot or premise on which four (4) or more dogs or cats more than four (4) months of age are kept.

Laboratory, Medical or Dental: A laboratory which provides bacteriological, biological, medical, x-ray, pathological and similar analytical or diagnostic services to doctors or dentists, and where no fabrication is conducted on the premises except the custom fabrication of dentures.

Landmarks Board: The City of Sherwood Landmarks Advisory Board.

Leachate: Liquid that has come into direct contact with solid waste and contains dissolved and/or suspended contaminants as a result of such contact.

Level of Service (LOS): A measure of the overall comfort afforded to motorists as they pass through a roadway segment or intersection, based on such things as impediments caused by other vehicles, number and duration of stops, travel time, and the reserve capacity of a road or an intersection (i.e., that portion of the available time that is not used). LOS generally is referred to by the letters "A" through "F", with LOS "E" or "F" being generally unacceptable. LOS generally is calculated using the methodology in the Highway Capacity Manual, Special Report 209, by the Transportation Research Board (1985).

Limited Land Use Decision: A final decision or determination in accordance with ORS 197.195 made by a local government pertaining to a site within an urban growth boundary which concerns: 1) the approval or denial of a subdivision or partition, or 2) the approval or denial of an application based on discretionary standards designed to regulate the physical characteristics of a use permitted outright but not limited to site review and design review.

Loading or Unloading Space: An off-street space or berth for the temporary parking of vehicles while loading or unloading merchandise or materials.

Lower Explosive Limit: The minimum concentration of gas or vapor in air that will propagate a flame at twenty-five degrees (25°C) Celsius in the presence of an ignition source.

Lot: A parcel of land of at least sufficient size to meet the minimum zoning requirements of this Code, and with frontage on a public street, or easement approved by the City. A lot may be:

- A. A single lot of record; or a combination of complete lots of record, or complete lots of record and portions of other lots of record.
- B. A parcel of land described by metes and bounds; provided that for a subdivision or partition, the parcel shall be approved in accordance with this Code.

Lot Area: The total horizontal area within the lot lines of a lot, exclusive of streets and access easements to other property.

Lot, Corner: A lot situated at the intersection of two (2) or more streets, other than an alley.

Lot Coverage: The proportional amount of land on a lot covered by buildings.

Lot Depth: The average horizontal distance between the front and rear lot lines measured in the direction of the side lot lines.

Lot Frontage: The distance parallel to the front lot line, measured between side lot lines at the street line.

Lot, Interior: A lot other than a corner lot.

Lot of Record: Any unit of land created as follows:

- A. A parcel in an existing, duly recorded subdivision or partition.
- B. An existing parcel for which a survey has been duly filed which conformed to all applicable regulations at the time of filing.
- C. A parcel created by deed description or metes and bounds provided, however, contiguous parcels created by deed description or metes and bounds under the same ownership and not conforming to the minimum requirements of this Code shall be considered one (1) lot of record.

Lot, Through: A lot having frontage on two (2) parallel or approximately parallel streets.

Lot Lines: The property lines bounding a lot.

Lot Line, Front: The line separating a lot from any street, provided that for corner lots, there shall be as many front lines as there are street frontages.

Lot Line, Rear: A lot line which is opposite and most distant from the front lot line, provided that for irregular and triangular lots, the rear lot line shall be deemed a line ten (10) feet in length within the lot, parallel to and at a maximum distance from the front lot line. On a corner lot, the shortest lot line abutting adjacent property that is not a street is considered a rear lot line.

Lot Line, Side: Any lot line not a front or rear lot line.

Lot Width: The horizontal distance between the side lot lines, ordinarily measured parallel to the front lot line, at the center of the lot, or, in the case of a corner lot, the horizontal distance between the front lot line and a side lot line.

Manufactured Home: A structure transportable in one or more sections, intended for permanent occupancy as a dwelling. All manufactured homes located in the City after the effective date of this Code shall meet or exceed the standards of the U.S. Department of Housing and Urban Development and shall have been constructed after June 15, 1976.

Manufactured Home Park: A lot, tract, or parcel with four (4) or more spaces within five-hundred (500) feet of one another available for rent or lease for the siting of manufactured homes.

Manufactured Home Space: A plot of land within a manufactured home park designed to accommodate one (1) manufactured home, on a rental or lease basis.

Mixed Solid Waste: Solid waste that contains recoverable or recyclable materials, and materials that are not capable of being recycled or recovered for future use.

Motel: See Hotel.

Municipal Solid Waste: Solid waste primarily from residential, business, and institutional uses.

Net Buildable Acre: Means an area measuring 43,560 square feet after excluding present and future rights-of-way, environmentally constrained areas, public parks and other public uses. When environmentally sensitive areas also exist on a property and said property is within the Metro urban growth boundary on or before January 1, 2002, these areas may also be removed from the net buildable area provided the sensitive areas are clearly delineated in accordance with this Code and the environmentally sensitive areas are protected via tract or restricted easement.

Net Developable Site: Remaining area of a parent parcel after excluding present and future rights-of-way, environmentally constrained areas, public parks and other public uses but not including preserved areas for tree stands which are not associated with wetlands, streams or vegetated corridors.

(Ord. No. 2012-003, § 2, 5-1-2012)

Non-Attainment Area: A geographical area of the State which exceeds any state or federal primary or secondary ambient air quality standard as designated by the Oregon Environmental Quality Commission and approved by the U.S. Environmental Protection Agency.

Non-Conforming Structure or Use: A lawful structure or use, existing as of the effective date of this Code, or any applicable amendments, which does not conform to the minimum requirements of the zoning district in which it is located.

Nursing Home: An institution for the care of children or the aged or infirm, or a place of rest for those suffering bodily disorders; but not including facilities for surgical care, or institutions for the care and treatment of mental illness, alcoholism, or narcotics addiction.

Occupancy Permit: The permit provided in the Uniform Building Code which must be issued prior to occupying a building or structure or portion thereof. For the purposes of this Code, "occupancy permit" includes the final inspection approval for those buildings or structures not required to obtain an occupancy permit by the Uniform Building Code.

Occupy: To take or enter upon possession of.

Office: A room or building for the transaction of business, a profession or similar activities, including but not limited to administration, bookkeeping, record keeping, business meetings, and

correspondence. Products may not be stored or manufactured in an office, except to accommodate incidental sales, display and demonstration.

Off-Street Parking: Parking spaces provided for motor vehicles on individual lots and not located on public street right-of-way.

Open Space: Open ground area which is not obstructed from the ground surface to the sky by any structure, except those associated with landscaping, or recreational facilities. Parking lots and storage areas for vehicles and materials shall not be considered open space.

Parks Board: The City of Sherwood Parks Advisory Board.

Partition: The dividing of an area or tract of land into two (2) or three (3) parcels within a calendar year when such area exists as a unit or contiguous units of land under single ownership at the beginning of each year. Partitions do not include: divisions of land resulting from lien foreclosures; divisions of land resulting from the creation of cemetery lots; divisions of land made pursuant to a court order, lot line adjustments where an additional parcel is not created and where the existing parcels are not reduced below the minimum requirements of this Code.

Partition Land: A sale or grant by a person to a public agency or public body for state highway, county road, city street or other right of way purposes provided that such road or right of way complies with the Comprehensive Plan and ORS 215.213 (2)(q) to (s) and 215.283 (2)(p) to (r).

Partition Plat: Partition plat includes a final map and other writing containing all the descriptions, locations, specifications, provisions and information concerning a land partition.

Pedestrian Facilities: Improvements and provisions made to accommodate or encourage walking, including but not limited to sidewalks, accessways, signalization, crosswalks, ramps, refuges, paths, and trails.

Pedestrian Way: A right-of-way for pedestrian traffic.

Person: A natural person, firm, partnership, association, social or fraternal organization, corporation, trust, estate, receiver, syndicate, branch of government, or any group or combination acting as a unit.

Plat: The final map, diagram, drawing, replat, or other writing containing all the descriptions, locations, specifications, dedications, provisions and information concerning a subdivision or partition.

Plat, Preliminary: A map and plan of a proposed subdivision, as specified by this Code.

Principal Building/Use: The main or primary purpose for which a structure, land, or use is designed, arranged, or intended, or for which the building or use may lawfully be occupied or maintained under the terms of this Code.

Professional Engineer: A professional engineer currently licensed to practice in the State of Oregon. The type of professional engineer may be specified in the ordinance (i.e., civil, structural, acoustic, traffic, etc.).

Professions: Members of professions, such as doctors, dentists, accountants, architects, artists, attorneys, authors, engineers, and others who are generally recognized professionals by virtue of experience or education.

Public Hearing: Hearings held by the Commission or the Council for which a form of prescribed public notice is given.

Public Park: A park, playground, swimming pool, reservoir, athletic field, or other recreational facility which is under the control, operation or management of the City or other government agency.

Public Place: Any premise whether, privately or publicly owned, which by physical nature, function, custom, or usage, is open to the public at times without permission being required to enter or remain.

Public Use Building: Any building or structure owned and operated by a government agency for the convenience and use of the general public.

Public Utility Facilities: Structures or uses necessary to provide the public with water, sewer, gas, telephone or other similar services.

Recycled Materials: Solid waste that is transformed into new products in such a manner that the original products may lose their identity.

Recycling: The use of secondary materials in the production of new items. As used here, recycling includes materials reuse.

Relocation: The removal of a resource from its historic context.

Regionally Significant Fish and Wildlife Habitat: Those areas identified on the Metro Regionally Significant Fish and Wildlife Habitat Inventory Map, adopted as Map V-2 of the Sherwood Comprehensive Plan, Part 2, as significant natural resource sites.

Residential Care Facility: A facility licensed by or under the authority of the Department of Human Resources under ORS 443.400 to 443.460 which provides residential care alone or in conjunction with treatment or training or a combination thereof for six (6) to fifteen (15) individuals who need not be related. Staff persons required to meet Department of Human Resources licensing requirements shall not be counted in the number of facility residents, and need not be related to each other or to any resident of the residential facility.

Residential Care Home: A residence for five (5) or fewer unrelated physically or mentally handicapped persons and for the staff persons who need not be related to each other or any other home resident.

Residential Structure: Any building or part of a building, used or constructed as a sleeping or other housekeeping accommodation, for a person or group of persons.

Restrictive Covenant: A legally binding limitation on the manner in which a tract of land or lot can be used, usually a condition placed on the deed.

Retail Trade: The sale of goods and products to the consumer generally for direct consumption and not for resale.

Retaining Wall: A structure constructed of stone, concrete, steel or other material designed to retain or restrain earth or rock.

Right-of-Way: The area between boundary lines of a street or other easement.

Road: The portion or portions of street rights-of-way developed for vehicular traffic.

Rural Zone: A land use zone adopted by a unit of local government that applies to land outside a regional urban growth boundary.

Sanitariums: An institution for the treatment of chronic diseases or for medically supervised recuperation.

School: See Educational Institution.

Sealed Container: A receptacle appropriate for preventing release of its contents, protecting its contents from the entry of water and vectors, and that will prevent the release of noxious odors if the contents are capable of emitting such odors.

Setback: The minimum horizontal distance between a public street right-of-way line, or side and rear property lines, to the front, side and rear lines of a building or structure located on a lot.

Sidewalk: A pedestrian walkway with hard surfacing.

Sight Distance: The distance along which a person can see approaching objects, such as automobiles or pedestrians, from a street intersection or a driveway along a street.

Sign: An identification, description, illustration, or device which is affixed to, or represented directly or indirectly upon a building, structure, or land, which directs attention to a product, place, activity, person, institution, or business.

Significant Vegetation: A tree exceeding six (6) inches in diameter measured four (4) feet above grade at the base of the tree or other vegetation more than four (4) feet above grade, but not including blackberry or other vines or weeds.

Skirting: A covering that totally obscures the undercarriage of a manufactured home, and extending from the top of the undercarriage to the ground.

Soil Amendment: A material, such as yard waste compost, added to the soil to improve soil chemistry or structure.

Solid Waste: Has the meaning given that term in ORS 159.005.

Solid Waste Facility:

- A. **Conditionally Exempt Small Quantity Collection Facility:** A facility that receives, sorts, temporarily stores, controls, and processes for safe transport hazardous waste from conditionally exempt generators, as that term is defined in ORS 465.003.
- B. **Demolition Landfill:** A land disposal site for receiving, sorting and disposing only land clearing debris, including vegetation and dirt, building construction and demolition debris and inert materials, and similar substances.
- C. **Household Hazardous Waste Depot:** A facility for receiving, sorting, processing and temporarily storing household hazardous waste and for preparing that waste for safe transport to facilities authorized to receive, process, or dispose of such materials pursuant to federal or state law.
- D. **Limited Purpose Landfill:** A land disposal site for the receiving, sorting and disposing of solid waste material, including but not limited to asbestos, treated

petroleum, contaminated soil, construction, land clearing and demolition debris, wood, treated sludge from industrial processes, or other special waste material other than unseparated municipal solid waste.

- E. **Resource Recovery Facility:** A facility for receiving, temporarily storing and processing solid waste to obtain useful material or energy.
- F. **Mixed Construction and Demolition Debris Recycling Facility:** A facility that receives, temporarily stores, processes, and recovers recyclable material from mixed construction and demolition debris for reuse, sale, or further processing.
- G. **Solid Waste Composting Facility:** A facility that receives, temporarily stores and processes solid waste by decomposing the organic portions of the waste by biological means to produce useful products, including, but not limited to, compost, mulch and soil amendments.
- H. **Monofill:** A land disposal site for receiving, sorting and disposing only one type of solid waste material or class of solid waste materials for burial, such as a facility which accepts only asbestos.
- I. **Municipal Solid Waste Depot:** A facility where sealed containers are received, stored up to seventy two (72) hours, staged, and/or transferred from one mode of transportation to another.
- J. **Small Scale Specialized Incinerator:** A facility that receives, processes, temporarily stores, and burns a solid waste product as an accessory use to a permitted use, including incinerators for disposal of infectious wastes as part of a medical facility, but not including mass burn solid waste incinerators, refuse-derived fuel technologies, human or animal remains crematorium, or any energy recovery process that burns unseparated municipal solid waste.
- K. **Solid Waste Facilities:** Any facility or use defined in this Section of this Code.
- L. **Solid Waste Transfer Station:** A facility that receives, processed, temporarily stores and prepares solid waste for transport to a final disposal site, with or without material recovery prior to transfer.
- M. **Treatment and Storage Facility:** A facility subject to regulation under the Resource Conservation and Recovery Act. 42 USC Sections 6901-6987, for receiving, sorting, treating, and/or temporarily storing hazardous waste, and for processing such waste for safe transport to facilities authorized to receive, treat, or dispose of such materials pursuant to federal or state law. Treatment and storage facilities do not include facilities for on-site disposal of hazardous waste.
- N. **Wood Waste Recycling Facility:** A facility that receives, temporarily stores and processes untreated wood, which does not contain pressure treated or wood preservative treated wood, in the form of scrap lumber, timbers, or natural wood debris, including logs, limbs, and tree trunks, for reuse, fuel, fuel pellets, or fireplace logs.
- O. **Yard Debris Depot:** A facility that receives yard debris for temporary storage, awaiting transport to a processing facility.
- P. **Yard Debris Processing Facility:** A facility that receives, temporarily stores and processes yard debris into a soil amendment, mulch or other useful product through grinding and/or controlled biological decomposition.

Solid Waste Processing: An activity or technology intended to change the physical form or chemical content of solid waste or recycled material including, but not limited to, sorting, baling, composting, classifying, hydropulping, incinerating or shredding.

Special Care Facility: A facility licensed by the State of Oregon, defined in OAR and not otherwise defined in this Code. Uses wholly contained within the facility and not independently accessible to the non-resident public which are either essential or incidental to the primary use shall be permitted. Where such facility contains uses which are otherwise listed as conditional uses in the base zone then those uses must be subjected to the conditional use process if they are independently accessible to the non-resident public from the outside of the facility building(s).

Specialized Living Facility: Identifiable services designed to meet the needs of persons in specific target groups which exist as the result of a problem, condition or dysfunction resulting from a physical disability or a behavioral disorder and require more than basic services of other established programs.

Story: That portion of a building included between the upper surface of any floor and the upper surface of the floor next above, except that the topmost story shall be that portion of a building included between the upper surface of the topmost floor and the ceiling or roof above. If the finished floor level directly above a usable or unused under-floor space is more than six (6) feet above grade for more than fifty percent (50%) of the total perimeter or is more than twelve (12) feet above grade at any point, such usable or unused under-floor space shall be considered as a story.

Story, First: The lowest story in a building, provided such floor level is not more than four (4) feet below grade, for more than 50 percent (50%) of the total perimeter, or not more than eight (8) feet below grade, at any point.

Story, Half: A story under a gable, hip, or gambrel roof, the wall plates of which, on at least two (2) exterior walls, are not more than three (3) feet above the floor of such story.

Street: A public or private road, easement or right-of-way that is created to provide access to one or more lots, parcels, areas or tracts of land. Categories of streets include:

- A. **Alley:** A narrow street, typically abutting to the rear lot or property line. [Figure 8-3a of the Transportation System Plan illustrates the alley cross-section]
- B. **Arterial:** Arterial streets provide connectivity at a regional level, but are not State routes. [Figure 8-2 of the Transportation System Plan illustrates arterial cross-sections.]
- C. **Bikeway:** Any road, path or way that is in some manner specifically open to bicycle travel, regardless of whether such facilities are designated for the exclusive use of bicycles or are shared with other transportation modes. Bikeways may include:
 - (1) **Multi-use Path.** A paved way (typically 8 to 12-feet wide) separate from vehicular traffic; typically shared with pedestrians, skaters, and other non-motorized users.
 - (2) **Bike Lane.** A portion of the street (typically 4 to 6-feet wide) that has been designated by permanent striping and pavement markings for the exclusive use of bicycles.
 - (3) **Shoulder Bikeway.** The paved shoulder of a street that does not have curbs or sidewalks that is 4 feet or wider and is typically shared with pedestrians.
 - (4) **Shared Roadway.** A travel lane that is shared by bicyclists and motor vehicles. Also called Bike Route.
 - (5) **Multi-use Trail.** An unpaved path that accommodates all-terrain bicycles; typically shared with pedestrians (NOTE: Figure 8-6 of the Transportation System Plan illustrates the multi-use path and trail cross-sections).

- D. **Collector:** Collectors are streets that provide citywide or district-wide connectivity. Collectors are primarily used or planned to move traffic between the local street system, and onto major streets, but may also accommodate through traffic. [Figure 8-4 of the Transportation System Plan illustrates collector cross-sections.]
- E. **Cul-de-Sac:** A short street that terminates in a vehicular turnaround. See Section 16.108.060.
- F. **Half Street:** A portion of the width of a street, usually along the edge of a development, where the remaining portion of the street has been or could be provided by another development.
- G. **Local Street:** Local streets provide the highest level of access to adjoining land uses. Local streets do not provide through connection at any significant regional, citywide or district level. [Figures 8-5a & 8-5b of the Transportation System Plan illustrate local street cross-sections.]
- H. **Marginal Access Street (frontage or backage road):** A minor street parallel and adjacent to a principal arterial or arterial street providing access to abutting properties, but protected from through traffic. [Figure 8-5a of the Transportation System Plan illustrates the cross-sections of a frontage or backage road.]
- I. **Neighborhood Route:** Neighborhood routes are streets that provide connections within or between neighborhoods, but not citywide. Neighborhood routes are primarily used or planned to move traffic between the local street system, and onto collectors and arterials. [Figure 8-5a of the Transportation System Plan illustrates the neighborhood route cross-section.]
- J. **Principal Arterial:** Principal arterials are streets that provide connectivity at a regional level, and are typically State routes. [Figures 8-2 and 8-3b in the Transportation System Plan illustrates the principal arterial cross-section].

Street Line: A dividing line between a lot and a street right-of-way.

Street Plug: A narrow strip of land located between a subdivision and other property, that is conveyed to the City for the purpose of giving the City control over development on the adjacent property.

Structure: A structure must be more than one foot from grade to be considered a structure.

(Ord. 2006-009 § 1)

Structural Alterations: Any change in the supporting members of a building, such as bearing walls, columns, beams, or girders.

Stucco board: A fiber cement board core product that mimics the appearance of stucco.

Subdivision: The division of an area or tract of land into four (4) or more lots within a calendar year, when such area or tract of land exists as a unit or contiguous units of land under a single ownership at the beginning of such year.

Subdivision Improvements: Construction of facilities such as streets; water, sewer, gas and telephone lines; storm drainage; and landscaping.

Surrounding: To be encircled on all or nearly all sides; as interpreted for property lines and land uses, a use is surrounded by another use when the other use is abutting on greater than 75% of its perimeter.

Temporary Use: A use of land, buildings or structures not intended to exceed twelve (12) months, unless otherwise permitted by this Code.

Townhomes: (See "Dwelling- Townhome or Row House")

(Ord. No. 2011-009, § 2, 7-19-2011)

Transportation Facilities and Improvements: The physical improvements used to move people and goods from one place to another; i.e., streets, sidewalks, pathways, bike lanes, airports, transit stations and bus stops, etc.). Transportation improvements include the following:

1. Normal operation, maintenance repair, and preservation activities of existing transportation facilities.
2. Design and installation of culverts, pathways, multi-use paths or trails, sidewalks, bike lanes, medians, fencing, guardrails, lighting, curbs, gutters, shoulders, parking areas, and similar types of improvements within the existing right-of-way.
3. Projects identified in the adopted Transportation System Plan not requiring future land use review and approval.
4. Landscaping as part of a transportation facility.
5. Emergency measures necessary for the safety and protection of property.
6. Street or road construction as part of an approved land use application.
7. Transportation projects that are not designated improvements in the Transportation System Plan requires a site plan review and conditional use permit.
8. Transportation projects that are not planned, designed, and constructed as part of an approved land use application requires a site plan review and conditional use permit.

Unified Sewerage Agency: The former name of Clean Water Services; an agency of Washington County providing for sanitary sewer collection and treatment, and for storm water management.

Urban Growth Boundary: The Metropolitan Portland Urban Growth Boundary (UGB) as acknowledged by the State Land Conservation and Development Commission.

Urban Zone: A land use zone adopted by a unit of local government that applies to land inside a regional urban growth boundary.

Use: Any purpose for which a building or other structure or a tract of land may be designed, arranged, intended, maintained, or occupied, or any activity, occupation, business, or operation carried on, or intended to be carried on, in a building or other structure or on a tract of land.

Use by Right: A use which is a "use permitted outright" in any given zoning district established by this Code.

Warehouse: A structure or part of a structure used for storing and securing goods, wares or merchandise.

Wetlands: Those land areas that are inundated or saturated by surface or ground water at a frequency and duration sufficient to support, and that under normal circumstances do support, a prevalence of vegetation typically adapted for life in saturated soil conditions. Wetlands generally include swamps, marshes, bogs and similar areas. Wetlands are generally identified in the City's 1992 Local Wetland inventory, and the Metro 2004 Natural Resources Inventory, or in the absence

Wholesale Trade: The sale of goods and products to an intermediary generally for resale.

Wireless Communication Facility: An unmanned facility for the transmission or reception of radio frequency (RF) signals usually consisting of an equipment shelter, cabinet or other enclosed structure containing electronic equipment, a support structure, antennas or other transmission and reception devices.

Yard: The existing or required space on a parcel which shall remain open, unoccupied, and unobstructed from the ground surface to the sky, except as otherwise provided by this Code.

Categories of yards include:

- A. **Front Yard:** A yard extending across the full width of the lot between the front lot line and the nearest line or point of the building.
- B. **Rear Yard:** A yard, unoccupied except by a building or structure of an accessory type as provided by this Code, extending the full width of the lot between the rear lot line and the extreme rear line of a building.
- C. **Side Yard:** The yard along the side line of a lot and extending from the setback line to the rear yard.

Zero-Lot-Line: Attached or detached dwelling units which are constructed with only one side yard or no rear yard setbacks.

of such identification, are based on the Federal Manual for Identifying and Delineating Jurisdictional Wetlands (1989).



Home of the Tualatin River National Wildlife Refuge

**Community Development Division
Planning Department**

22560 SW Pine St
Sherwood, OR 97140
503-625-4202

Date: December 15, 2006

Paul Norr
Attorney & Counselor at Law
5550 SW Macadam Avenue, Suite 330
Portland, OR 97239

RE: SP 06-07 –Cedar Brook Professional Building

Dear Paul,

Enclosed you will find the modified condition C.3 language proposed by the applicant and supported by staff at the 11/27/06 public hearing. Also enclosed is a 11/29/06 letter submitted by the applicant's representative (Kathy Aulwes of Waterleaf Architecture) and the City's response prepared by Tom Pessemier, the City Engineer. The applicant indicated that they had no additional response. This constitutes all additional information entered into the record after the close of the public hearing.

Please do not hesitate to let me know if you have additional questions or need further clarification. You can reach me at 503-625-4204, or hajdukj@ci.sherwood.or.us.

Sincerely,



Julia Hajduk
Senior Planner

Conditions of Approval

C. Prior to Approval of Public Improvement Plans, the plans shall be consistent with the Engineering design standards, submittal requirements and conditions contained in this decision.

- C1: Revise Plans @ Handley and Cedar Brook
 - a. At Handley Street provide a turnaround consistent with TVF & R dim standards. A turnaround will be provided for emergency vehicle access. AKS to coordinate a hammerhead turnaround with the project developers to the north.
 - b. At Handley Street provide improvements that include two travel lanes and 8'-0" parking lane. AKS to coordinate this street improvement with project developers to the north.
 - c. At Cedar Brook Way provide half street improvements. Given the uncertain nature of future street elevations and extension plan, the owner would like to seek an agreement with the City to defer the construction and costs of the half street improvements.

C2: Propose barricade location, design and signage at terminus of Cedar Brook Way. Condition to be met.

C3: Treatment of Water Run-Off Condition to be met via alternate proposed by AKS. We suggest one of three potential options to meet the storm water runoff from the west parking lot:

- a. directing all on-site runoff to the proposed water quality facility after verifying it is sized appropriately to accommodate all of the site run-off or upgrading as necessary or,
- b. directing the western parking lot runoff to the existing stormwater facility in Wyndham Ridge after verifying it has adequate capacity and directing the remainder of the runoff to the proposed water quality facility after verifying it is sized appropriately to accommodate all of the site run-off or upgrading as necessary. The storm drainage plans must verify that both directing the western parking lot runoff to the existing stormwater facility in Wyndham Ridge and upgrading as necessary. If either of the facilities are not adequately sized for stormwater runoff, an appropriate "fee in lieu" of stormwater quality treatment may be assessed on the facility must be upgraded.

(see over on back)

the proposed water quality facility should be adequately sized to treat stormwater runoff from the site

- C4: Revise plans which show all public utilities including Sherwood Broadband Condition to be met.
- C5: Underground overhead utility lines along SW Pacific Highway or submit verification that voltage exceeds the exception criteria. Condition to be met.
- C6: Provide 15 street trees along Handley Street and four street trees along SW Cedar Brook Way. Condition to be met.

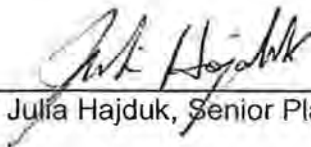
Prior to Final Site Plan Approval, the following are to be submitted to the Planning Department:

- D1: Submit documentation verifying that the plans comply with Capacity Allocation Program. Condition to be met.
- D2: Submit revised drawings showing the articulation of north entrance. Condition to be met.
- D3: Revise landscape plan to include area along SW Pacific Highway between property and pavement or submit documentation from ODOT that they will not permit landscaping. ODOT has not said whether they will prohibit landscaping in their right-of-way. If allowable, this condition will be met.

TO: HEARINGS EXAMINER
Paul Norr, Attorney

Pre-App. Meeting: April 19, 2006
App. Submitted: August 22, 2006
App. Complete: October 16, 2006
120-Day Deadline: February 13, 2007
Hearing Date: November 27, 2006

FROM: PLANNING DEPARTMENT



Julia Hajduk, Senior Planner

I. PROPOSAL/BACKGROUND

The applicant has requested site plan approval to construct a 14,050 square foot, two-story office building with associated parking and landscaping. The applicant's submittal packet is attached as Exhibit A.

- A. Applicant
Kathy Aulwes
Waterleaf Architects
621 SW Morrison street, Suite 125
Portland, OR 97205
- Property Owner
Nathan and Elizabeth Doyle
16160 SW Langer Drive
Sherwood, OR 97140
- B. Location: The property is located south of Handley Street, east of a small section of Cedar Brook Way and west of Pacific Highway (OR 99W). The property does not currently have an address, but is identified as tax lot 1600 on Washington County Assessor Map 2S1 30CD.
- C. Parcel Size: The subject property is 0.79 acres. See property history discussion for information of the parcel size prior to street vacation.
- D. Site Characteristics and Property History: The property is currently vacant. The property slopes gently downward to the west to northwest. To the west/southwest the land slopes steeply downward toward a ravine. This off-site topography influences the extension of Cedar Brook Way. Site work for the Cedar Brook minor land partition (MLP 05-05) revealed that the utilities are not in the locations originally believed. The subject site obtained additional square footage after completion of the right of way vacation for a portion of Handley Street. Previously, Handley Street provided direct access to Pacific Highway. The Meinecke Road roundabout resulted in the closure of access from Handley Street to the highway. Because the original amount of right of way was no longer necessary, the City processed and approved the vacation of 12,630 square feet (Ord. 2006-011) while maintaining 52 feet of right of way to meet the local street standard with parking on one side. The street vacation did not include retaining land for a proper termination as it was determined the appropriate termination would be evaluated when an application was submitted for land development (this is discussed in more detailed under Section V.C). As part of the street vacation, easements were maintained to cover the existing utilities in the former right-of-way. In lieu of re-defining the easement to include only the area necessary to cover the utilities, the applicant provided a blanket easement over the entirety of the former right of way. As a result, the proposed building is located in the easement. In addition, recent site work in the area related to

another project revealed that several of the utilities were either unidentified or identified in the wrong location. The attached as-builts (Exhibit B) document the actual location of the utilities in question. While it is not anticipated that the easement is needed in the location of the proposed building, permanent structures are not permitted to be placed in easements. The applicant will need to either modify the building locations or verify the exact location of utilities and submit a modified easement document covering the public utilities. A condition to this effect is recommended at the end of this report.

- E. Zoning Classification and Comprehensive Plan Designation: The existing zone is General Commercial (GC). Per section 2.110.01, the purpose of the GC zone is to provide for commercial uses which require larger parcels of land and/or uses which involve products or activities which require special attention.
- F. Adjacent Zoning and Land Use: The subject site is bordered to the south by property zoned General Commercial and developed with a single family residence. To the west is Cedar Brook Way. Across the street is property zoned low density residential with a PUD overlay and developed with an open space tract and a pump station. To the east, across Pacific Highway, is property zoned general commercial and developed with a drive-thru coffee stand. To the north, across Handley Street, is a vacant parcel zoned GC. An application has been submitted on that property for a dental office building as well (SP 06-11).
- G. Review Type: Because the total square footage of building and parking area is between 15,001 and 40,000 square feet, the site plan requires a Type III review with a public hearing and decision made by the Hearings Officer. An appeal would be heard by the Planning Commission.
- H. Public Notice and Hearing: Notice of the November 27, 2006 public hearing was published in the Tigard/Tualatin Times on November 16th and 23rd and posted on-site and mailed to property owners within 100 feet of the site on November 7, 2006 in accordance with Section 3.202 and 3.203 of the SZCDC.
- I. Review Criteria: Sherwood Comprehensive Plan Part 3, Zoning and Community Development Code, 2.110 (General Commercial - GC), 2.301 (Clear Vision), 2.303 (Fences, Walls and Hedges), 5.100 (Site Plan Review), 5.200 (Landscaping), 5.300 (Off-Street Parking), 5.400 (On-Site Circulation), 5.500 (On-Site Storage), Chapter 6 (Public Improvements), 8.304 (Parks and Open Space) and 8.310 (Heat and Glare).

II. PUBLIC COMMENTS

Public notice was mailed and posted on the property on November 16, 2006. As of the date this report was prepared, no public comments have been received.

III. AGENCY COMMENTS

Staff sent e-notice to affected agencies on October 19, 2006. The following is a summary of the comments received. Copies of full comments are included in the record unless otherwise noted.

Sherwood Broadband, the City's public communications utility reviewed the proposal and asked that the applicant provide a conduit to the Sherwood Broadband network located at the south end of the property.

ODOT provided comments dated October 25, 2006, which are discussed within this report and attached in their entirety as Exhibit C.

Pride Disposal has reviewed the proposal and offered the following comments:

“According to the plans, Pride Disposal’s trucks will have straight on access to the enclosure. The plans show the measurements for the enclosure at 10’8” deep and 21’4” wide. These measurements appear to be the outside measurements of the enclosure and we would like to reiterate that the inside measurements of the enclosure will need to be 10’ deep and 20’ wide.

Also, because some details are not apparent on the plans, we would like to point out the following stipulations that should also be met to ensure Pride Disposal’s access to the enclosure:

- The gates need to be hinged in front of, not inside the walls. This will allow for the extra 120-150 degrees in opening angle needed.
- Gates must be able to be pinned in the open and closed positions (lock backs) – to keep the gates from potentially swinging into vehicles.
- There should be no center post at access point.”

PGE has reviewed the proposal and indicated that PGE has underground electric facilities on the north side of SW Handley Street. They indicate that future power to this new building will need to be looked at with the owner’s engineers and contractor to provide conduit across Handley Street to the south.

Tualatin Valley Fire and Rescue reviewed the proposal and provided a detailed letter dated November 9, 2006 (Exhibit D). Concerns that potentially affect the site design are discussed in this report.

The Sherwood Engineering Department provided comments which have been incorporated into this decision and are also attached as Exhibit E. The Engineering Department also provided some general comments, which are provided below:

Grading and Erosion Control:

Retaining walls within public easements or the public right-of-way shall require engineering approval. Retaining walls with a height of 4 feet or higher located on private property will require a permit from the building department.

City policy requires that prior to grading, a permit is obtained from the Building Department for all grading on the private portion of the site.

The Engineering Department requires a grading permit for all areas graded as part of the public improvements. The Engineering permit for grading of the public improvements is reviewed, approved and released as part of the public improvement plans.

Other Engineering Issues:

Public easements are required over all public utilities outside the public right-of-way. Easements dedicated to the City of Sherwood are exclusive easements unless otherwise authorized by the City Engineer.

An eight-foot wide public utility easement is required adjacent to the right-of-way of all street frontages.

All existing and proposed utilities shall be placed underground.

Sheet C4 of the Applicant’s plans calls for slope and public utility easements from the original Wyndham Ridge plat to be vacated. It is the Engineering Department’s recommendation that the Applicant be responsible for creating, processing and recording these vacations.

Staff response: The building may not be located within an easement, therefore either the building location must be moved or the easement must be removed. Provided there are no utilities within the easement and the slope easement is no longer needed, it is likely the city

would support said vacation if it is proposed. A condition has been recommended at the end of this report to ensure this is addressed.

Washington County indicated that they had no comments.

Clean Water Services has provided comments indicating that the applicant does not have a valid Service Provider Letter (SPL). They indicate that SPL #2052 is from 2002 and has expired.

Staff response: The applicant's submittal includes a letter from Chuck Buckallew at CWS dated April 26, 2006 indicating that the original service provider letter continues to comply with the current standards.

Tualatin Valley Water District (TVWD), NW Natural Gas, Bonneville Power Administration (BPA), and Raindrops2Refuge were also given the opportunity to comment on the proposal, but provided no written comments.

IV. SITE PLAN REVIEW – REQUIRED FINDINGS (SECTION 5.102.04)

A. The proposed development meets applicable zoning district standards and all provisions of Chapters 5, 6, 8 and 9.

The relevant criteria are found in Chapters 2, 5, 6 and 8. Compliance with these criteria is discussed in Section V – Applicable Code Provisions, below. Chapter 9 is not applicable to this site plan application as there are no Historic Resources on the site and it is not located in the Old Town Overlay.

FINDING: Compliance with the relevant criteria in Chapters 2, 5, 6 and 8 are discussed and conditioned as necessary throughout this report, therefore, this standard is satisfied.

B. The proposed development can be adequately served by services conforming to the Community Development Plan, including but not limited to water, sanitary facilities, storm water, solid waste, parks and open space, public safety, electric power and communications.

All public and private utilities, including water, storm and sanitary sewer, electricity and natural gas are available to serve this site with the possible exception of Sherwood Broadband, the public communication utility. Section C.C.6.800 discusses the public utility provisions in more detail and recommends a condition to ensure compliance. Pride Disposal has provided comments which are discussed and conditioned further in this report. Tualatin Valley Fire and Rescue (TVF&R) has reviewed the plans and provided detailed comments, which are included as Exhibit D.

FINDING: As discussed above, necessary requirements are discussed in detail and conditioned further in this report, ensuring this standard will be met.

C. Covenants, agreements, and other specific documents are adequate, in the City's determination, to assure an acceptable method of ownership, management and maintenance of structures, landscaping and other on-site features.

The site will be developed and owned under single ownership and the property owner is responsible for maintenance of the site consistent with the approved site plan. No other covenants, agreements or documents have been identified as part of this review by the City or utility providers as necessary to insure proper maintenance of this site.

FINDING: As discussed above, this standard has been satisfied.

- D. The proposed development preserves significant natural features to the maximum feasible extent, including but not limited to natural drainageways, wetlands, trees, vegetation, scenic views and topographical features, and conforms to the applicable provisions of Chapters 5 and 8 of this Code.**

There are no known significant natural features on this property. There is a creek and associated vegetation located west of the subject site. Clean Water Services (CWS) has provided comments indicating that the service provider letter needs to be updated as it was originally issued in 2002. The applicant's submittal, however, provides a letter from CWS dated 4/26/06 indicating that the original service provider letter is still in compliance with the current CWS standards and therefore, no sensitive area exists on or within 50 feet of the subject property. The plan complies or is conditioned to comply with all standards in Chapters 5 and 8 as discussed in detail further in this report.

FINDING: Based on the discussion above, this standard has been addressed.

- E. For a proposed site plan in the Neighborhood Commercial (NC), Office Commercial (OC), Office Retail (OR), Retail Commercial (RC), General Commercial (GC), Light Industrial (LI), and General Industrial (GI) zones, except in the Old Town Overlay Zone, the proposed use shall satisfy the requirements of Section 6.307 Highway 99W Capacity Allocation Program, unless excluded herein.**

The proposed use has received a preliminary Capacity Allocation Program (CAP) trip allocation certificate based on the size of the building, the size of the property, and the use. It should be noted that the applicant submitted five studies from similar uses to establish the PM peak trip rates as the ITE manual does not provide rates for dental only office buildings. Based on the preliminary trip certificate, no mitigation is necessary above and beyond the road improvements proposed as part of this application. The trip certificate is preliminary and a final trip certificate will be necessary prior to final site plan approval. The preliminary trip certificate is attached as Exhibit F and indicates that information supporting the actual site acreage will be required prior to the final trip certificate being issued.

FINDING: As discussed above, the CAP appears to be satisfied; however a final trip certificate is necessary to ensure that any changes necessitated by this approval are reflected.

CONDITION: Prior to final site plan approval, submit necessary documentation to the engineering department reflecting changes resulting from conditions contained in this report and verifying site acreage and obtain a Final Trip Certificate to comply with the Capacity Allocation Program.

- F. For developments that are likely to generate more than 400 average daily trips (ADTs), or at the discretion of the City Engineer, the applicant shall provide adequate information, such as a traffic impact analysis or traffic counts, to demonstrate the level of impact to the surrounding street system. The developer shall be required to mitigate for impacts attributable to the project. The determination of impact or effect and the scope of the impact study shall be coordinated with the provider of the affected transportation facility.**

The applicant has submitted an analysis prepared by Kittelson and Associates dated December 12, 2005 to comply with the CAP. The City Engineer and the Oregon Department of Transportation (ODOT) have reviewed this document and have not indicated the need for additional studies or mitigation.

FINDING: As discussed above, this standard is not applicable as the City Engineer and ODOT have not indicated the need for a traffic impact analysis (beyond what is contained in the trip generation study) to comply with the CAP.

- G. The proposed commercial, multi-family development, and mixed-use development is oriented to the pedestrian and bicycle, and to existing and planned transit facilities. Urban design standards shall include the following:**
- 1. Primary, front entrances shall be located and oriented to the street, and have significant articulation and treatment, via facades, porticos, arcades, porches, portal, forecourt, or stoop to identify the entrance for pedestrians. Additional entrance/exit points for buildings, such as a postern, are allowed from secondary streets or parking areas.**
 - 2. Buildings shall be located adjacent to and flush to the street, subject to landscape corridor and setback standards of the underlying zone.**
 - 3. The architecture of buildings shall be oriented to the pedestrian and designed for the long term and be adaptable to other uses. Aluminum, vinyl, and T-111 siding, metal roofs, and artificial stucco material shall be prohibited. Street facing elevations shall have windows, transparent fenestration, and divisions to break up the mass of any window. Roll up and sliding doors are acceptable. Awnings that provide a minimum 3 feet of shelter from rain shall be installed unless other architectural elements are provided for similar protection, such as an arcade.**
 - 4. As an alternative to the above standards G.1-3, the Old Town Design Standards (Section 9.202) may be applied to achieve this performance measure.**

The primary entrance is designed to angle towards Handley Street so that vehicles and pedestrians turning onto Handley from Cedar Brook Way will see the main entrance. In addition, the applicant has provided a small concrete "plaza" with entry doors on Handley. The elevations (Sheet A2.1 of Exhibit A) do not show significant articulation at the north entrance and it is recommended that an awning or some other distinctive architectural feature be provided at this entrance similar to, but perhaps smaller in scale to that of the entrance facing the parking lot.

The building is located as close to the property line as possible while staying outside the 8 foot PUE that is shown on the plans. It should be noted that a condition has been recommended previously to either vacate some existing slope and utility easements that currently run through the proposed building or relocate the building so that it is not within the easements. Even if the applicant is unable to vacate the easements in question or chooses to relocate the building, the building would meet the location standards if it is as close to the property line as possible.

The building elevations indicate the exterior of the building will be a combination of glass, concrete masonry and wood materials. It does not appear that any of the prohibited materials are proposed.

FINDING: Based on the analysis above, this standard has not been fully met; however, the standards can be met by revising the north elevation so that it provides an awning or equal articulation at the north entrance to the building.

CONDITION: Prior to final site plan approval, submit revised plans that demonstrate the north elevation will have significant articulation via an awning or similar architectural detail to more clearly identify the northern entrance.

V. APPLICABLE CODE PROVISIONS

The applicable zoning district standards are identified in Chapter 2. The relevant criteria in Chapters 2, 5, 6 and 8 are discussed below. Chapter 9 is not applicable to this site plan application, as there are no Historic Resources on the site.

A. Chapter 2 - Land Use and Development

The applicable zoning district standards for this site are identified in Chapter 2.110 (General Commercial). In addition, 2.301 (Clear Vision Areas) is also applicable.

2.110 - General Commercial (GC) Zoning District

The applicable standards in Section 2.110 include: 2.110.02, 2.110.03, 2.110.04 and 2.110.05. Compliance with these standards is discussed below:

Permitted Uses (2.110.02, 2.110.03 and 2.110.04)

The GC zoning district provides for commercial uses which require larger parcels of land, and/or uses which involve products or activities which require special attention to environmental impacts. Sections 2.110.02, .03 and .04 list the permitted, conditional and prohibited uses in the GC zone.

FINDING: Medical and dental offices are listed as permitted uses in 2.110.02.A, therefore the proposed use, a professional dental office building, complies.

Dimensional Standards (2.110.05)

Section 2.110.05 has the following dimensional standards in GC zones:

Lot area	10,000 sq ft
Lot width at front property line	70 feet
Lot width at building line	70 feet
Front yard setback	None, except when abutting a residential zone in which case, the front yard setback of that zone shall apply.
Side yard setback	None, except when abutting a residential zone or public park property, then there shall be a minimum of twenty (20) feet.
Rear yard setback	None, except when abutting a residential zone, then there shall be a minimum of twenty (20) feet
Height	Except as otherwise provided, the maximum height shall be fifty (50) feet, except that structures within one-hundred (100) feet of a residential zone shall be limited to the height requirements of that residential zone

The lot is 34,053 square feet and is approximately 100 x 74 feet. As the site is not adjacent to a residential zone other than across Cedar Brook Way, there are no setback requirements. The building is generally in the middle of the property, eight feet from the property line abutting Handley and ten feet from the rear property line (directly opposite and parallel to Handley Street).

FINDING: Based on the discussion above, the proposal complies with the dimensional standards.

2.301 - Clear Vision Areas

Section 2.301 provides requirements for maintaining clear vision areas at intersections of 2 streets, a street and a railroad or a street and an alley or private driveway. In commercial zones, the minimum clear vision distance is fifteen (15) feet for streets and ten (10) feet at the intersection of a street and an alley, except that when the angle of intersection between streets, other than an alley, is less than thirty (30) degrees, the distance shall be twenty-five (25) feet. Where no yards are required, buildings may be constructed within the clear vision area.

The property has frontage on three streets, however Handley no longer connects to Pacific Highway and no vision clearance area is required in that location. The intersection of Cedar Brook Way and Handley shows a 15 foot vision clearance area. All the plans indicate a potential sign, however some plans indicate the sign is within the 15 foot vision clearance area and some indicate it is outside of the vision clearance area. Regardless, any sign will require separate approval and will be reviewed for compliance with vision clearance at that time. There are also two driveways requiring 10 foot triangles which are properly shown on the plans.

FINDING: Based on the discussion above, the clear vision standards have been addressed.

B. Chapter 5 - Community Design

The applicable provisions of Chapter 5 include: 5.100 (Site Planning), 5.200 (Landscaping), 5.3 (Off-street parking and Loading), and 5.4 (On-site Circulation). Compliance with the standards in these sections is discussed below:

5.201 Landscape Plan

All proposed developments for which a site plan is required pursuant to Section 5.102 shall submit a landscaping plan which meets the standards of Section 5.200. All areas not occupied by structures, paved roadways, walkways, or patios shall be landscaped or maintained according to an approved site plan.

The landscape plans, sheet L1.0 show that all areas not covered with structures, walkways, paved roadways and parking on the site will be landscaped. The plans are silent in regards to the portion of ODOT right of way fronting SW Pacific Highway. Unless ODOT prohibits it, this area must also be landscaped with a variety of trees, lawn and shrubs and maintained by the property owner.

FINDING: As discussed above, this standard is not fully met because the applicant has not indicated proposed landscaping between the property line and the pavement. If the applicant submits either a revised landscape plan that includes this area or documentation from ODOT that they will not permit landscaping in this area, this standard will be met.

CONDITION: Prior to final site plan approval, submit either a revised landscape plan that includes the area along SW Pacific Highway between the property line and the pavement or submit documentation from ODOT that they will not permit landscaping in this area, and this standard will be met.

5.202 Landscaping Materials

5.202.01 Varieties - Required landscaped areas shall include an appropriate combination of evergreen or deciduous trees and shrubs, evergreen ground cover, and perennial plantings. Trees to be planted in or adjacent to public rights-of-way shall meet the requirements of Section 5.200.

FINDING: The landscape plan provides a combination of trees, large and small shrubs, ground cover and lawn; therefore, this standard is satisfied.

5.202.02 Establishment of Healthy Growth and Size - Required landscaping materials shall be established and maintained in a healthy condition and of a size sufficient to meet the intent of the approved landscaping plan. Specifications shall be submitted showing that adequate preparation of the topsoil and subsoil will be undertaken.

The landscape plans do not provide information demonstrating how the landscape areas will be maintained and the preliminary utility plans do not show a proposed irrigation system. It is possible for the applicant to meet this standard if they provide staff with sufficient information documenting how they intend to maintain the required landscaping.

FINDING: As discussed above, staff can not confirm that this standard will be met. If the applicant provides more information on the proposed planting and maintenance plan to ensure that the landscaping will be appropriately maintained, this standard will be met.

CONDITION: Prior to final site plan approval provide more information on the proposed planting and maintenance plan to ensure that the landscaping will be appropriately maintained.

5.202.04 Existing Vegetation - All developments subject to site plan review as per Section 5.102.01 and required to submit landscaping plans as per Section 5.202 shall preserve existing trees, woodlands and vegetation on the site to the maximum extent possible, as determined by the Commission, in addition to complying with the provisions of Section 8.304.07.

The majority of the property is vegetated with overgrown grass and weeds. Because a portion of the property includes vacated right of way, there are four street trees on the property. The applicant has indicated that three of the trees will be removed and one will be incorporated into the new landscaping.

FINDING: The landscape plans preserve vegetation that warrants preservation to the maximum extent possible. Therefore, this standard is satisfied.

5.203 Landscaping Standards

5.203.01 Perimeter Screening and Buffering - A minimum six (6) foot high sight-obscuring wooden fence, decorative masonry wall, or evergreen screen shall be required along property lines separating single and two-family uses from multi-family uses, and along property lines separating residential zones from commercial or industrial uses. In addition, plants and other landscaping features may be required by the Commission in locations and sizes necessary to protect the privacy of residences and buffer any adverse effects of adjoining uses.

FINDING: The property does not abut a residential zone; therefore this standard does not apply.

5.203.02 – Parking and Loading Areas:

Total Landscaped Area (5.203.02.A) - All areas not covered by buildings, required parking, and/or circulation drives shall be landscaped with plants native to the Pacific Northwest in accordance with Section 5.200.

The plans show landscaping will be provided in all areas not covered by buildings, parking or circulation areas. However, it is not clear that the proposed plants are "native to the

Pacific Northwest". This standard could easily be met if the landscape architect submits a letter certifying that the plants are native or are the most appropriate plants given the location and soils or if they modify the plant list to provide the required native plants.

FINDING: As discussed above, staff can not confirm that the plants proposed are native. However, staff is confident that this standard can be met if the applicant submits a letter certifying that the plants are native and/or most appropriate for the site or if they modify the plant list to provide the required native plants.

CONDITION: Submit a letter from the landscape architect certifying that the plants are native and/or are the most appropriate plants given the location and soils or modify the plant list to provide the required native plants.

Adjacent to Public Rights-of-Way (5.203.02.B) - A landscaped strip at least ten (10) feet in width shall be provided between rights-of-way and any abutting off street parking, loading, or vehicle use areas. Landscaping shall include any combination of evergreen hedges, dense vegetation, earth berm, grade, change in grade, wall or fence, forming a permanent year-round screen, excepting clear vision areas as per Section 2.303.

The landscape plan shows a minimum ten foot wide landscape strip around the perimeter of the parking lot adjacent to the public streets. The landscaping provided includes a combination of trees, shrubs and ground cover. The plans provide for evergreen shrubs (Otto Luyken and Glossy Abelia) as well as a grade differentiation along Cedar Brook Way which will provide a year round screening effect of the parking area.

FINDING: Based on the analysis above, this standard is satisfied.

Perimeter Landscaping (5.203.02.C) - A ten (10) foot wide landscaped strip shall be provided between off-street parking, loading, or vehicular use areas on separate abutting properties or developments. A minimum six (6) foot high sight-obscuring fence or plantings shall also be provided, except where equivalent screening is provided by intervening buildings or structures.

The applicant's plans show a ten foot wide landscape strip between the parking areas and the adjacent property to the west. At the northern parking lot, the parking is separated between the adjacent property by a vegetated swale and retaining walls. In addition to landscaping, the southern parking area is separated from the adjacent property by the screened trash enclosure. No fencing is proposed.

FINDING: Based on the analysis above, this standard has been met.

Interior Landscaping (5.203.02.D) - A minimum of fifty percent (50%) of required parking area landscaping shall be placed in the interior of the parking area. Landscaped areas shall be distributed so as to divide large expanses of pavement, improve site appearance, improve safety, and delineate pedestrian walkways and traffic lanes. Individual landscaped areas shall be no less than sixty-four (64) square feet in area and shall be provided after every fifteen (15) parking stalls in a row.

The Code does not currently specify the required amount of parking lot landscaping, however 10 percent is the number that has been used in the past. With that in mind, the applicant has approximately 18,265 square feet of parking and private circulation areas. Assuming 10% of that is required to be landscaped, the applicant must have 1,826 square feet of parking lot landscaping with 913 square feet in the interior. The applicant's

narrative/plans indicate there is 5,373 square feet of landscaping within and around the parking areas and 1,016 within the interior of the parking lot. All of the landscape islands exceed 64 square feet and the longest distance between landscape islands is eight spaces.

FINDING: As discussed above, this standard is fully met.

Landscaping at Points of Access (5.203.02.E) - When a private access way intersects a public right-of-way or when a property abuts the intersection of two (2) or more public rights-of-way, landscaping shall be planted and maintained so that minimum sight distances shall be preserved pursuant to Section 2.301.

This standard was addressed and conditioned previously in this report under the clear vision area section.

FINDING: Based on the discussion above, this standard has been previously addressed.

5.203.03 - Visual Corridors

New developments shall be required to establish landscaped visual corridors along Highway 99W and other arterial and collector streets, consistent with the Natural Resources and Recreation Plan Map, Appendix C of the Community Development Plan, Part II, and the provisions of Section 8.304.

The TSP indicates SW Cedar Brook Way and the subject section of Handley are both local streets. Therefore, the visual corridor standards do not apply to those frontages. The property has frontage on Highway 99W, which requires a 25 foot visual corridor per Section 8.304.04 of the SZCDC. The applicant has submitted a landscape plan that shows a 25 foot visual corridor will be planted. Section 8.304.04.E requires that at least 50% of the visual corridor area include groupings of at least five (5) native evergreen trees. The plans show groupings of native evergreen trees exceeding 50% of the frontage; therefore this standard has been met.

FINDING: As discussed above, this standard has been met.

5.301 – General Off-street parking and loading

5.301.05 Prohibited Uses - Required parking, loading and maneuvering areas shall not be used for long-term storage or sale of vehicles or other materials, and shall not be rented, leased or assigned to any person or organization not using or occupying the building or use served.

FINDING: Long-term storage of vehicles has not been proposed and is not anticipated. If an issue arises it will be addressed as a code compliance action.

5.301.06 Location - Residential off-street parking spaces shall be located on the same lot as the residential use. For other uses, required off-street parking spaces may include adjacent on-street parking spaces, nearby public parking and shared parking located within 500 feet of the use.

FINDING: The proposed parking is located on the subject property and on the street adjacent to the subject property. More discussion and potential concerns about the amount of on-street parking relied upon is provided below in Section 5.302.

5.301.07 Marking - All parking, loading or maneuvering areas shall be clearly marked and painted. All interior drives and access aisles shall be clearly marked and signed to show the direction of flow and maintain vehicular and pedestrian safety.

The plans, specifically sheet A1.1-Figure 2, show parking spaces will be striped and compact spaces and ADA spaces will be clearly marked. The plans do not clearly indicate the loading area will be marked and a condition is needed to ensure this is shown on the plans. Verification of adequate markings and signage will occur during site inspections prior to occupancy permits.

FINDING: Because the plans do not clearly indicate the loading area will be signed, staff can not confirm that this is met. If the applicant submits revised plans that clearly show the loading space will be identified as such, this standard will be met.

CONDITION: Prior to final site plan approval, submit a revised plan that clearly shows the loading space will be signed identifying it as loading.

5.301.08 - Drainage

Parking and loading areas shall include storm water drainage facilities approved by the City Engineer.

The plans show that catch basins will be located throughout the parking and circulation areas. The eastern parking lot will drain to a catch basin that will be piped to the water quality swale along the southern portion of the property. It appears that the water from the swale will then be collected and piped to SW Handley and that the run-off from the western parking lot will drain directly to a catch basin and be piped to the system in Handley without being treated. The Engineering Department provides discussion of this concept further in the report under V.C below.

FINDING: Because this is discussed and conditioned if needed further in this report, this standard is satisfied.

5.302 Off-street parking standards

5.302.02 – Minimum parking spaces

5.302.02 provides the required minimum and maximum parking spaces for uses permitted by the SZCDC. The required parking for medical or dental offices is 3.9 spaces per 1000 square feet of gross leasable area. The maximum parking is 5.9 parking spaces per 1000 square feet of gross leasable area.

The applicant's plans indicate the gross building area is 14,050 square feet and the gross leasable building area is 12,270 square feet. The applicant has indicated that the entire building will be dedicated for medical or dental offices. Based on the information presented, the minimum parking requirement is 48 parking spaces and the maximum is 72 parking spaces. The applicant has proposed to provide 38 parking spaces on-site and is proposing to utilize on-street parking for the remaining 10 parking spaces per Section 5.302.03.F. Section 5.302.03.F allows a reduction of one off-street parking space for every on-street parking space adjacent to the development. For parallel spaces, the space must be adjacent to the development and must have 24 feet of uninterrupted curb. The curb space must be connected to the lot which contains the use. The applicant's plans show eight on-street parking spaces along Handley and two along Cedar Brook Way. Staff is concerned about the amount of on-street parking proposed for several reasons. Due to the width of Handley Street, parking will be limited to one side only. It is likely that the adjacent property owner to the north will seek to stagger the on-street parking so that some on-street parking is available for that development as well. As discussed in greater detail further in this report, Cedar Brook Way is anticipated to have no on-street parking near the intersection with Handley unless additional right of way is dedicated. As such, the two proposed

parking spaces along Cedar Brook Way must be removed from the calculation, leaving the applicant two spaces short of the minimum required.

Staff has identified three potential options to ensure the parking space requirement can comply with the elimination of the two on-street parking spaces along Cedar Brook Way.

1. Because the parking requirement for general office is 2.7 per 1000 square feet versus 3.9 per 1000 square feet for a medical/dental office, the first option is for a deed restriction which would limit 1,227 square foot or ten (10) percent of the building to general office uses which has a lower parking requirement. If this option were chosen areas distinctly used for billing or filing archives or storage could be counted as general office uses. Office space directly related to the daily operation of a medical or dental office could not be considered general office.
2. The second option is to reduce the size of the building (or gross leasable area) by 494 square feet for a total of 11,776 square feet of gross leasable area.
3. The third option is to utilize off-site parking as permitted by 5.302.03.G.1.b with a documented and binding parking agreement on property within 500 feet of the subject property. If the third option is chosen, the parking utilized from the off-site source may require further land use review for site development and approval of shared parking.

FINDING: As analyzed and discussed above, the applicant does not have adequate parking. If the applicant demonstrates compliance with one of the three potential options identified by staff (or another option proposed to and approved by the Hearings Officer) this standard will be satisfied.

CONDITION: Prior to final site plan approval provide demonstration of compliance with the minimum parking requirements. Three options have been identified within the staff report which will ensure this condition is met.

5.302.03.A – Dimensional Standards

For the purpose of Section 5.300, a "parking space" generally means a minimum stall nine (9) feet in width and twenty (20) feet in length. Up to twenty five percent (25%) of required parking spaces may have a minimum dimension of eight (8) feet in width and eighteen (18) feet in length so long as they are signed as compact car stalls.

Of the 38 on-site and eight on-street (see above discussion under section 5.302.02) parking spaces provided, twelve are proposed to be compact. Of the required 48 parking spaces for the 12,270 square feet of leasable building square footage the proposed compact spaces would meet the 25% requirement. If Option 1 or 2 in Section 5.302.02 above is chosen, a reduction of leasable square footage and required parking would mean that the twelve compact spaces would represent 26%. The applicant will need to convert one compact space to standard. It appears feasible to remove square footage from the parking lot landscape islands adjacent to spaces 7 or 8 shown in Figure 1 on sheet A1.1

All standard parking spaces are at least nine (9) feet wide and twenty (20) feet in length and the compact parking spaces are all at least eight (8) feet wide and eighteen (18) feet in length. The applicant has proposed to provide three foot wide planting strips beyond 17 foot stalls for many of the standard parking spaces in order to provide greater vegetation and less impervious surface area. The code does not specifically state that the entire parking space must be paved and the intent is to provide the required 20 foot length with the curb serving as the wheel stop and landscaping within the vehicle overhang portion of the stall. While staff is supportive of the concept because it reduces run-off there is concern that the landscape plan shows shrubs that tend to grow 2-3 feet in height within

this 3 foot parking landscape area. If the applicant revises the landscape plan to show very low growing ground cover in this area, the cars will be able to pull forward without harming the vegetation or the vehicles.

FINDING: As discussed above the dimensional standards for standard and compact spaces have not been fully met. If the applicant submits revised plans that show the reduction of one compact space and addition of one standard space and provides revised landscaping plans that shows low growing vegetation in the 3 foot portion of the parking spaces that will be landscaped, this standard will be fully met.

CONDITION: Prior to final site plan approval submit revised plans that show the reduction of one compact space and addition of one standard space and revised landscaping plans that shows low growing vegetation in the 3 foot portion of the parking spaces that will be landscaped.

5.302.03.B – Parking layout

Parking space configuration, stall and access aisle size shall be of sufficient width for all vehicle turning and maneuvering. Groups of more than four (4) parking spaces shall be served by a driveway so that no backing movements or other maneuvering within a street, other than an alley, will be required. All parking areas shall meet the minimum standards shown in Appendix G.

Appendix G indicates that aisle width for a compact or standard space parked at a 90 degree angle is 23 feet. The plans indicate that the aisle widths within the parking lot will be 23 feet. The standard parking spaces are 9 feet wide and twenty feet long after counting the 17 feet of pavement and the 3 foot parking lot landscape. The compact parking spaces are 8 feet wide and 18 feet long after counting 15 feet of pavement and the 3 foot parking lot landscaping.

FINDING: As discussed above, this standard is met.

5.302.03.C. – Wheel stops

Parking spaces along the boundaries of a parking lot or adjacent to interior landscaped areas or sidewalks shall be provided with a wheel stop at least four (4) inches high, located three (3) feet back from the front of the parking stall as shown in Appendix G.

The applicant has proposed wheel stops in some locations where the parking abuts parking (spaces 19-21 shown on figure 1 of sheet A1.1 of the applicant's submittal). In lieu of wheel stops adjacent to parking and sidewalks, the applicant has proposed curbs and a 3 foot landscape strip. This provides the same result while increasing pervious surface. Staff does not believe this request is contrary to existing code standards because essentially, the curb is acting as a wheel stop and the low growing landscaping (conditioned previously) acts to buffer and separate the vehicles from pedestrians and more formal required landscaping. The plans do not show wheel stops will be installed along the visual corridor area abutting Pacific Highway. The applicant can easily meet this standard by submitting revised plans that show wheel stops will be installed where the parking spaces abut the landscaped visual corridor.

FINDING: As discussed above, this standard has not been satisfied but can easily be met with the submittal of revised plans that show wheel stops will be installed for the parking spaces abutting the landscaped visual corridor.

CONDITION: Prior to final site plan approval, submit a revised site plan that shows wheel stops will be provided for all parking spaces abutting the landscaped visual corridor.

5.302.03.E. - Bicycle Parking Facilities

This section provides standards for bicycle parking facilities. The following standards must be addressed/met:

- 1. Bicycle parking shall be conveniently located with respect to both the street right-of-way and at least one building entrance (e.g., no farther away than the closest parking space). Bike parking may be located inside the main building or protected or otherwise covered near the main entrance. If the first two options are unavailable, a separate shelter provided on-site is appropriate as long as it is coordinated with other street furniture.**
- 2. Visibility and Security. Bicycle parking shall be visible to cyclists from street sidewalks or building entrances, so that it provides sufficient security from theft and damage; Bicycle parking requirements for long-term and employee parking can be met by providing a bicycle storage room, bicycle lockers, racks, or other secure storage space inside or outside of the building;**
- 3. Bicycle parking shall be least as well lit as vehicle parking for security.**
- 4. Areas set aside for bicycle parking shall be clearly marked and reserved for bicycle parking only.**
- 5. Bicycle parking shall not impede or create a hazard to pedestrians. Parking areas shall be located so as to not conflict with vision clearance standards.**

Based on the elevations provided it does not appear that the bicycle parking will be covered via the awning at the front entrance. However, as discussed previously in this report, it is recommended that greater articulation be provided at this entrance to comply with 5.102.04.G. Assuming this recommended condition is imposed; item #1 above will be addressed. In addition, the applicant's plans show bicycle racks will be provided near the northwest front entrance of the building adjacent to Handley Street. While the location is convenient to the front entrance and clearly visible from the street, the location appears that it could impede pedestrian traffic into the building via this entrance. It is recommended that the bicycle rack be moved closer to the building so as to allow ample room for pedestrian access to the building. This will also help to minimize the amount of cover that is needed to shelter the bicycle parking spaces.

The Code requires one bicycle parking space for every 20 auto spaces in an office development. With more than 40 spaces required (48 based on the size of the building but 46 with the reduced building square footage), 3 bicycle parking spaces are required. The applicant has indicated that three will be provided, therefore this standard is met.

FINDING: As discussed above, the location of the proposed bicycle rack will not comply with the standards. If the applicant complies with the condition below, this standard will be fully met.

CONDITION: Prior to final site plan approval, submit revised plans that show the bicycle rack will be moved closer to the building so as to allow ample room for pedestrian access to the building.

5.302.03.F. – Credit for On-Street Parking

1. On-Street Parking Credit. The amount of off-street parking required shall be reduced by one off-street parking space for every on-street parking space adjacent to the development. On-street parking shall follow the established configuration of existing on-street parking, except that angled parking may be allowed for some streets, where permitted by City standards. The following constitutes an on-street

parking space: a. Parallel parking, each 24 feet of uninterrupted curb; b. 45/60 degree diagonal, each with 10 feet of curb; c. 90 degree (perpendicular) parking, each with 8 feet of curb; d. Curb space must be connected to the lot which contains the use; e. Parking spaces that would not obstruct a required clear vision area, nor any other parking that violates any law or street standard; and f. On-street parking spaces credited for a specific use may not be used exclusively by that use, but shall be available for general public use at all times. No signs or actions limiting general public use of on-street spaces is permitted.

FINDING: Compliance with this standard has been discussed previously under Section V.B.5.302 above.

5.303 Off-Street Loading Standard

5.303.01.B indicates that the minimum standards for a loading area for non-residential uses shall not be less than ten (10) feet in width by twenty-five (25) feet in length and shall have an unobstructed height of fourteen (14) feet.

5.303.02 states that any area to be used for the maneuvering of delivery vehicles and the unloading or loading of materials shall be separated from designated off-street parking areas and designed to prevent the encroachment of delivery vehicles onto off-street parking areas or public streets. Off-street parking areas used to fulfill the requirements of Section 5.302 shall not be used for loading and unloading operations.

The applicant has proposed a 10 x 25 foot loading space near the rear of the building consistent with this standard. The loading space does not result in the obstruction of the drive aisle or required parking and does not block the trash and recycling receptacle located next to the loading space. As discussed and conditioned previously, this loading area will be clearly marked.

FINDING: Based on the analysis and discussion above, this standard has been satisfied.

5.400 On-Site Circulation

5.401 – On-site pedestrian and bicycle circulation

On-site facilities shall be provided that accommodate safe and convenient pedestrian access within new subdivisions, multi-family developments, planned unit developments, shopping centers and commercial districts, and connecting to adjacent residential areas and neighborhood activity centers within one half mile of the development. Neighborhood activity centers include but are not limited to existing or planned schools, parks, shopping areas, transit stops or employment centers. All new development, (except single family detached housing), shall provide a continuous system of private pathways/sidewalks at least 6 feet wide.

The plans provide sidewalks along the Cedar Brook Way, Handley and Pacific Highway frontage as well as a six foot wide pedestrian connection to the primary entrance to the building.

FINDING: As discussed above, this standard is met.

5.401.02 – Joint Access

Two (2) or more uses, structures, or parcels of land may utilize jointly the same ingress and egress when the combined ingress and egress of all uses, structures, or parcels of land satisfied the other requirements of this Code, provided that

satisfactory legal evidence is presented to the City in the form of deeds, easements, leases, or contracts to clearly establish the joint use.

FINDING: This standard is not applicable as the grade of adjacent property and location of the subject property essentially preclude joint access and none is proposed.

5.401.03 Connection to Streets

A. Except for joint access as per Section 5.401.02, all ingress and egress to a use or parcel shall connect directly to a public street, excepting alleyways.

B. Required private sidewalks shall extend from the ground floor entrances or the ground floor landing of stairs, ramps or elevators to the public sidewalk or curb of the public street which provides required ingress and egress.

The plans indicate the entrances facing Handley and the entrance facing the western parking lot will be connected via private walkway to the public sidewalk. The southernmost entrance facing the eastern parking lot does not connect via a walkway. The Building Department indicates that because the entrance connects to the parking lot appropriate access appears to be provided (although formal plan review when building plans are submitted is necessary to fully confirm). It is not clear if this entrance is intended to be public or for staff access and emergency exit only. If the entrance is public, a clearly marked pedestrian walkway would be necessary; therefore it is recommended that the entrance be restricted.

FINDING: Based on the analysis above, staff can not confirm that this standard has been fully met. If the applicant submits confirmation that the entrance facing the eastern parking lot will be restricted to employees only, this standard will be met.

CONDITION: Prior to final site plan approval, submit confirmation that the entrance facing the eastern parking lot will be restricted to employees only or provide revised plans showing a walkway connecting the entrance to the public walkway.

5.401.05 Access to Major Roadways

Points of ingress or egress to and from Highway 99W and arterials designated on the Transportation Plan Map, attached as Appendix C of the Community Development Plan, Part II, shall be limited as follows: C. all site plans for new development submitted to the City for approval after the effective date of this Code shall show ingress and egress from existing or planned local or collector streets, consistent with the Transportation Plan Map and Section VI of the Community Development Plan.

The proposal has frontage on Pacific Highway (an arterial) and Cedar Brook Way and Handley (both local streets). The applicant has provided all access (via two driveways) from Handley which has the lowest anticipated volume. Access spacing along Handley in relations to SW Cedar Brook Way is discussed later in this report in Section C.

FINDING: Based on the analysis above, this standard is satisfied.

5.403 Minimum Non-Residential Standards

5.403.01.A Driveways states that commercial developments with 1-49 required parking spaces shall have 1 driveway that is a minimum of 24 feet in width.

While the required parking is between 1 and 49, the applicant has proposed two separate parking lots. Each parking lot must have driveway access that is accessible therefore each

driveway must be 24 feet for a two-way driveway. The plans generally indicate the driveways will both be 24 feet; however, there are some discrepancies on the plans. In some instances, the driveways are shown as 23 feet. It should also be noted that the driveway dimensions appear to differ from the aisle width dimensions which allow 23 feet for 90 degree parking spaces.

FINDING: As discussed above, there are discrepancies in the plans, therefore staff can not confirm compliance. If the applicant submits revised plans that all show the minimum driveway width will be 24 feet, this standard will be met.

CONDITION: Prior to final site plan approval and on the public improvement plans, submit revised plans that clearly and consistently show the minimum driveway width will be 24 feet.

5.403.02. Sidewalks and Curbs

- A. Industrial and Commercial: A system of private pedestrian sidewalks/pathways extending throughout the development site shall connect to existing development, to public rights-of-way with or without improvements, to parking and storage areas, and to connect all building entrances to one another. The system shall also connect to transit facilities within 500 feet of the site, and future phases of development and whenever possible to parks and open spaces.**
- B. Curbs shall also be required at a standard approved by the Hearing Authority. Private pathways/sidewalks shall be connected to public rights-of-way along driveways but may be allowed other than along driveways if approved by the Hearing Authority.**
- C. Private Pathway/Sidewalk Design. Private pathway surfaces shall be concrete, brick/masonry pavers, or other durable surface, at least 6 feet wide and conform to ADA standards. Where the system crosses a parking area, driveway or street, it shall be clearly marked with contrasting paving materials or raised crosswalk (hump). At a minimum all crosswalks shall include paint striping.**
- D. Exceptions. Private pathways/sidewalks shall not be required where physical or topographic conditions make a connection impracticable, where buildings or other existing development on adjacent lands physically preclude a connection now or in the future considering the potential for redevelopment; or pathways would violate provisions of leases, restrictions or other agreements.**

As discussed above, the southernmost entrance which faces the eastern parking lot does not connect to the public way via clearly marked walkways. Provided the entrance is not a public entrance, this appears to be acceptable. The eastern parking lot does not provide an access other than via the proposed driveway to the public sidewalk. It is recommended that a walkway be provided at the end of the parking lot out to the sidewalk along Handley to comply with these criteria.

FINDING: As discussed above, this standard has not been fully met. If the applicant complies with the condition below, this standard will be met.

CONDITION: Submit a revised plan that shows a pedestrian connection from the eastern parking lot to the sidewalk along Handley. One identified option is a connection at the end of the parking lot.

5.502 - Solid Waste Storage

All uses shall provide solid waste storage receptacles which are adequately sized to accommodate all solid waste generated on site. All solid waste storage areas and receptacles shall be located out of public view. Solid waste receptacles for multi-family, commercial and industrial uses shall be screened by six (6) foot high sight-obscuring fence or masonry wall and shall be easily accessible to collection vehicles.

The plans show the trash enclosure will be located on the southern portion of the property on the east side of the building. Pride Disposal has reviewed the proposal and indicated that trucks will have straight on access to the enclosure. However, the measurements shown appear to be the outside measurements of the enclosure and the inside measurements of the enclosure will need to be 10' deep and 20' wide. They also point out specific details that must be met in order to ensure the trucks can easily access the enclosure. Prior to final site plan approval, the applicant must submit verification that the plans have been accepted by Pride Disposal as accessible. The trash enclosures are designed to blend in with the overall development and are adequately screened.

FINDING: Based on the analysis above, staff can not determine if this standard has been met. If the applicant obtains verification from Pride Disposal that the location of the trash and recycling receptacles and design can be easily accessed, this standard will be met.

CONDITION: Submit verification from Pride Disposal that the location of the trash and recycling receptacles and design can be serviced by their trucks.

C. Chapter 6 - Public Improvements

6.300– Streets

6.302.01 – Required Improvements

Except as otherwise provided, all developments containing or abutting an existing or proposed street, that is either unimproved or substandard in right-of-way width or improvement, shall dedicate the necessary right-of-way prior to the issuance of building permits and/or complete acceptable improvements prior to issuance of occupancy permits.

6.302.04 Extent of Improvements

Streets required pursuant to Section 6.300 shall be dedicated and improved consistent with Chapter 6 of the Community Development Plan, the Transportation System Plan and applicable City standards and specifications included in the Standard Transportation Drawings, and shall include curbs, sidewalks, catch basins, street lights, and street trees. Improvements shall also include any bikeways designated on the Transportation System Plan map.

Catch basins shall be installed and connected to storm sewers and drainage ways. Upon completion of the improvements, monuments shall be re-established and protected in monument boxes at every public street intersection and all points of curvature and points of tangency of their center lines. Street signs shall be installed at all street intersections and street lights shall be installed and served from an underground source of supply unless other electrical lines in the development are not underground.

SW Handley Street: According to Figure 8-1 of the Transportation System Plan, (TSP), the section of Handley fronting this property is classified as a Local Street. An existing street

served this site prior to improvement of the Meinecke Road/Hwy 99W intersection and portions of this street right of way still exist on the north side of this site.

The applicant proposes to replace the original street with a realigned half street section that includes parking on the south side of the street. Sheet C.4 of the Applicant's proposal notes that northern half street improvements would be completed by the neighbor to the north, although it seems likely that this would not occur until development of the property to the north. While this proposal seems feasible, it does not address the issue of temporary emergency and/or regular vehicular access, nor does it entirely address issues of long term vehicular ingress and egress. Additionally the issue of temporary access is somewhat exacerbated by including parking on the south side of an area proposed to receive only a half street improvement.

To address the issue of long term vehicular ingress and egress for dead end streets, the City typically requires the construction of cul-de-sacs. Cul-de-sacs should meet design criteria set forth by Tualatin Valley Fire & Rescue and at least include a drivable surface radius of 45 feet and a curb-tight 6-foot wide sidewalk for pedestrian connectivity. Street trees and lighting could be located behind the sidewalk. If necessary, the public area outside of the drivable surface and curb can be located within a public easement.

A less desirable alternate to a cul-de-sac is a "hammerhead" style turnaround. Design criteria for hammerheads can be seen on attachment C1 of the Engineering land use comments (Exhibit E) available from Tualatin Valley Fire and Rescue. The final design for hammerheads must also receive approval from the Engineering Department. Conceivably, portions of the hammerhead could be located on private property provided a public access easement was in place over the area in question.

To address the issue of temporary vehicle access, the applicant must build a street section wide enough to encompass two lanes of traffic for ingress and egress as well as the proposed parking lane. According to Figure 8-5a of the TSP the required width for two lanes of traffic and one lane of parking would be 28 feet of driving/parking surface. An additional requirement of this land use action should be the construction of the cul-de-sac or "hammerhead" at the same time as the above street improvements.

As a side note, street details on Sheet C4 of the Applicant's design shows 4½-foot wide planter strips between the street and the sidewalk. A full 5-foot wide planter strip is required throughout the City.

SW Cedar Brook Way:

According to Figure 8-1 of the TSP, Cedar Brook Way is classified as a local street. Additionally, Figure 8-7 identifies Cedar Brook Way as a future *three* lane street. The purpose of this street is to provide local access to properties with frontage on Pacific Highway, where access is limited.

Given this information it seems likely that Cedar Brook Way could be designed as a modified neighborhood route with no parking on either side, thus accommodating a third lane in lieu of parking. In this scenario, the two on-street parking spaces proposed in the Applicant's design would be eliminated. Given the limited access and lack of maneuverability to these spaces, the Engineering Department recommends elimination of these spaces in the interest of public safety. Considering parking requirements of the code, eliminating these spaces will likely affect the parking calculations and possibly the size of the building. An acceptable alternate to eliminating the spaces would be increasing the

width of right-of-way along the front of the applicant's property to include an 8-foot parking lane.

Another typical City requirement is for roads to extend to the farthest property boundary. This requirement affects the southern end of Cedar Brook Way. Given the future extension of Cedar Brook Way will require a bridge and/or large culvert, and determining the ultimate grade of the future road would be difficult without proper off-site engineering, the applicant's proposal to end the road about twenty feet shy of the property line is acceptable, provided sufficient right of way exists or is dedicated to the edge of the property.

Hwy 99W:

This is a state highway. Therefore, the applicant will need to meet the requirements of BOTH the state and the City for improvements and access to this road. When contradictions between the codes exist, the more stringent requirement shall prevail.

Design criteria from both the City of Sherwood and ODOT can be viewed on Attachment C2 of the Engineering land use comments (Exhibit E) submitted via email by Marah Danielson of ODOT. As can be seen, the ODOT requirements are more stringent, thus these are the conditions that the applicant must meet for improvements to Highway 99W. Please note that this detail depicts 3 lanes on Highway 99W as well as a bike lane, curb and gutter, a 5' landscape strip and 6' sidewalk.

Additional required items not shown in the ODOT diagram are the treatment and discharge of storm run-off from the existing frontage area and/or future frontage improvements as well as street trees required by Section 8.304.06 of the Code. As ODOT typically discourages street trees within their right-of-way, if necessary, the required trees can be planted just outside of the right-of-way or in other alternate locations pending approval from the Sherwood Planning Department. Please note: treatment of storm water from a public source must occur in a public facility. Should the applicant desire, a storm treatment facility could be located within the required landscaped visual corridor, provided such facility is located within a public easement.

In viewing sheet C4 of the Applicant's proposal, it appears only a short section of new curb-tight sidewalk is proposed for the Highway 99W improvements. It is the recommendation of the Engineering Department that the above noted improvements for Highway 99W be required as conditions of the land use approval for this project.

FINDING: As discussed above, the street designs proposed do not fully comply with City and/or ODOT requirements. In order to fully comply, the conditions specified below must be satisfied.

CONDITIONS:

1. Prior to final site plan approval, obtain approval from ODOT for the public improvements along Pacific Highway, specifically:
 - a. Curb, sidewalk, bikeways and road widening shall be constructed as necessary to be consistent with the TSP and ODOT/ADA standards, whichever is more stringent
 - b. Right of way dedication as determined necessary to accommodate the planned cross section identified in the TSP.
 - c. ODOT Miscellaneous Permit for the work in the highway right of way
 - d. ODOT drainage permits for connection to the State highway drainage facilities.

2. Prior to approval of the public improvement plans along Handley and Cedar Brook Way, submit revised plans that show:
 - a. A cul-de-sac or hammerhead turnaround at the end of Handley consistent with TVF&R dimensional standards.
 - b. Handley street improvements that include two travel lanes in addition to the eight foot wide on-street parking proposed.
 - c. Cedar Brook Way improvements that include provisions for three lanes and removal of the two proposed on-street parking spaces.
3. Prior to final site plan approval, obtain approval from the Engineering Department for the public improvement plans along SW Handley and SW Cedar Brook Way and submit revised plans to the Planning Department that reflect the revised public improvements plans including easements.

6.303.01 Location and Design (Generally) - The location, width and grade of streets shall be considered in their relation to existing and planned streets, topographical conditions, and proposed land uses. The proposed street system shall provide adequate, convenient and safe traffic and pedestrian circulation, and intersection angles, grades, tangents, and curves shall be adequate for expected traffic volumes. Street alignments shall be consistent with solar access requirements as per Section 8.311, and topographical considerations.

As discussed above, the planned width of Handley is acceptable but will only allow parking on one side of the street. The planned width of Cedar Brook Way, as described above, will ensure safe traffic circulation with the extension of the street and at the intersection of Cedar Brook Way and Handley.

FINDING: As discussed above, this standard has been satisfied for Handley as proposed and has been conditioned previously to satisfy the standard for Cedar Brook Way.

6.303.02 Street Connectivity and Future Street Systems

- A. **Future Street Systems.** The arrangement of public streets shall provide for the continuation and establishment of future street systems as shown on the Local Street Connectivity Map contained in the adopted Transportation System Plan (Figure 8-8).
- B. **Connectivity Map Required.** New residential, commercial, and mixed use development involving the construction of new streets shall be submitted with a site plan that responds to and expands on the Local Street Connectivity map contained in the TSP.
- C. **Block Length.** For new streets except arterials and principal arterials, block length shall not exceed 530 feet. The length of blocks adjacent to principal arterials shall not exceed 1,800 feet.
- D. **Where streets must cross water features identified in Title 3 of the Urban Growth Management Functional Plan (UGMFP),** provide crossings at an average spacing of 800 to 1,200 feet, unless habitat quality or length of crossing prevents a full street connection.
- E. **Where full street connections over water features identified in Title 3 of the UGMFP cannot be constructed in centers, main streets and station communities (including direct connections from adjacent neighborhoods), or spacing of full street crossings exceeds 1,200 feet,** provide bicycle and pedestrian crossings at an average spacing of 530 feet, unless exceptional habitat quality or length of crossing prevents a connection.

- F. Pedestrian and Bicycle Connectivity.** Paved bike and pedestrian accessways at least 8 feet wide, or consistent with cross section standards in Figure 8-6 of the TSP, shall be provided on public easements or right-of-way when full street connections are not possible, with spacing between connections of no more than 300 feet. Multi-use paths shall be built according to the Pedestrian and Bike Master Plans in the adopted Transportation System Plan.

The distance between SW Pacific Highway and SW Cedar Brook Way along SW Handley is approximately 374 feet and the lot width along SW Cedar Brook Way is less than 100 feet; thereby satisfying the block length standards. The site plan provides for the continuation of Cedar Brook Way. While Cedar Brook Way is not extended to the property line, it is extended to a point where, due to the off-site topography it can be designed and extended in the future. The subject site does not have any Title 3 resources, therefore standards "D" and "E" do not apply. The extension of Cedar Brook Way will ultimately cross a Title 3 resource but was determined to be a necessary impact when the Transportation System Plan was developed. Impacts associated with the extension will be reviewed and minimized when a future road extension is proposed.

Pedestrian and bicycle connections are provided on public streets consistent with the TSP design criteria with the exception of a walkway extending from Handley Street to the proposed sidewalk along Pacific Highway. The applicant's plans show this walkway extension, however it crosses private property and no easement is proposed. An easement is necessary to ensure the walkway is accessible to the public.

FINDING: As discussed above, the applicant has not met the street connectivity standards. It is possible for the proposal to comply with this standard if the applicant complies with the condition listed below.

CONDITION: Prior to final site plan approval, submit a revised plan that shows a public access easement covering the walkway existing from Handley to the sidewalk along Pacific Highway.

6.303.03 Underground Utilities

All public and private underground utilities, including sanitary sewers and storm water drains, shall be constructed prior to the surfacing of streets. Stubs for service connections shall be long enough to avoid disturbing the street improvements when service connections are made.

The applicant has shown all improvements to serve their development will be located underground. Overhead utility lines are discussed further in this report under section 6.803.

FINDING: This standard has been met.

6.304.04 Future Extension - Where necessary to access or permit future subdivision of adjoining land, streets shall extend to the boundary of the development. Dead-end streets less than 100' in length shall either comply with City cul-de-sac standards of Section 6.305.06, or shall provide an interim hammerhead turnaround at a location that is aligned with the future street system as shown on the local street connectivity map.

A durable sign shall be installed at the applicant's expense. These signs shall notify the public of the intent to construct future streets. The sign shall read as follows: "This road will be extended with future development. For more information contact the City of Sherwood at 503-625-4202.

There will be approximately 90 feet of street constructed on Cedar Brook Way as part of this application. This dimension meets the hammerhead dimensional standards for emergency vehicle turnaround. The applicant has not proposed, but will be conditioned to show in their public improvement plans, the installation of a barricade with signage per this standard.

FINDING: As proposed, this standard has not been met. If the applicant includes the barricade location, design and signage in their public improvement plans for Engineering review and approval, this standard will be met.

CONDITION: Include the proposed barricade location, design and signage in the public improvements plans for Engineering review and approval.

6.304.15.B.1 – Roadway Access (Local streets) - Minimum right-of-way radius is fifteen (15) feet. Access will not be permitted within ten (10) feet of Point “B,” if no radius exists, access will not be permitted within twenty-five (25) feet of Point “A.” Access points near an intersection with a Neighborhood Route, Collector or Arterial shall be located beyond the influence of standing queues of the intersection in accordance with AASHTO standards.

The applicant was asked to provide additional documentation verifying that the westernmost access into the site was located beyond the influence of standing queues at the intersection of Handley and Cedar Brook Way. The applicant provided a memo prepared by Tom Schwab and Dan Seeman of Kittleson and Associates dated October 11, 2006 concluding that the intersection was safe. This memo is included as Exhibit G.

6.400 - Sanitary Sewers

Sanitary sewers shall be installed to serve all new developments and shall connect to existing sanitary sewer mains. Sanitary Sewers shall be constructed, located, sized and installed at standards consistent 6.402.01.

The applicant proposes to extend a new 6" sanitary lateral from the existing main line located in SW Handley Street.

This approach is acceptable to the City of Sherwood's Engineering Department, provided specifications and requirements set forth in the Clean Water Services Design and Construction Standards are met.

FINDING: The applicant's plans appear feasible, but will require review and approval of the public improvement plans before this can be confirmed.

CONDITION: Obtain approval from the Engineering Department for the required sanitary sewer connection prior to issuance of building permits.

6.500 – Water Supply

Water lines and fire hydrants conforming to City and Fire District standards shall be installed to serve all building sites in a proposed development in compliance with 6.500.

The applicant proposes to extend a new lateral and water meter from the existing main line located in SW Handley Street. As was discussed at the beginning of this report under Section I – Background, the actual location of the water line has been field verified in a

different location than that shown on the plans. The line must be accurately reflected on the public improvement plans.

The City contracts with Tualatin Valley Water District (TVWD) for review and approval of engineering plans related to the water system. The City has no objections to the applicant's design but ultimately Tualatin Valley Water District will approve designs related to the water system. TVWD was asked to review the proposal and has provided no comments.

Tualatin Valley Fire and Rescue has reviewed the proposal and indicated in their comments that the applicant will need to confirm the fire flow and hydrant location.

FINDING: The applicant's plans appear feasible but will require review and approval of the public improvement plans and confirmation from TVF&R that the hydrant location and flow is acceptable before this can be confirmed.

CONDITIONS:

1. Obtain approval from the Tualatin Valley Water District as verified in approved public improvement plans for the water system proposed.
2. Prior to final site plan approval, submit confirmation from TVF&R that the hydrant location and design shown in the public improvement plans is acceptable.

6.600 Storm Water

Storm water facilities, including appropriate source control and conveyance facilities, shall be installed in new developments and shall connect to the existing downstream drainage system consistent with the Comprehensive Plan.

The applicant proposes to treat storm water from the building and the east parking lot within an onsite swale prior to storm water discharge into the existing public system located in Handley Street. The applicant proposes to discharge *untreated* storm water from the west parking lot directly into the same public system.

The Engineering Department recommends that storm water from the west parking lot also be treated in the onsite swale prior to discharge into the public system. This could be accomplished with an alternate grade to the west parking lot and piping to the water quality facility. Other opportunities for storm treatment may also exist including piping to the existing public water quality facility provided it is adequately sized and designed to accommodate the additional discharge. Discharge to an existing public facility would require calculations showing capacity exists and a \$15,000 fee-in-lieu of payment for storm water treatment. Regardless of the storm design chosen, the applicant is required to meet specifications and requirements set forth by CWS for the public portion of the storm sewer as well as for the private water quality swale.

FINDING: Based on the analysis above, the applicant has not adequately shown how the storm water facilities will be addressed. However, it appears feasible to provide the necessary storm water facilities via two identified alternatives. If the applicant obtains approval from the Engineering Department showing the storm water facilities treating all of the site discharge in compliance with the CWS standards, this standard will be met.

CONDITION: Prior to approval of the public improvement plans, submit storm drainage plans that show how all of the water run-off will be treated in accordance with CWS standards. Two potential options identified include:

- 1.) directing all on-site runoff to the proposed water quality facility after verifying it is sized appropriately to accommodate all of the site runoff or up-grading as necessary or
- 2.) directing the western parking lot storm drainage to the existing water quality facility as proposed after verifying that it is adequately sized and paying the fee-in-lieu of \$15,000.

6.700 Fire Protection

When land is developed so that any commercial or industrial structure is further than 250 feet or any residential structure is further than 500 feet from an adequate water supply for fire protection, as determined by the Fire District, the developer shall provide fire protection facilities necessary to provide adequate water supply and fire safety.

Tualatin Valley Fire and Rescue (TVF&R) was given the opportunity to provide comments on the proposal. In their detailed letter (Exhibit D) they indicated that the hammerhead turnaround at the end of SW Handley is not acceptable as proposed and that the width of Handley Street would only allow parking on one side of the street. As this was already discussed and conditioned, no further condition is needed to ensure compliance with these issues. TVF&R also asked that the applicant provide the required turning radius at the parking lot entrance and the end of the street turnaround and that the applicant provide fire flow calculations for the nearest hydrant.

FINDING: Because TVF&R has indicated that the proposed turning radii for the driveway access and the hammerhead turnaround do not meet TVF&R standards, staff can not verify that fire protection facilities can be adequately provided to the site. If the applicant submits revised plans in compliance with TVF&R turning radius standards for the driveway and the hammerhead, this standard will be met.

CONDITION: Prior to final site plan approval submit revised plans that show compliance with TVF&R turning radius standards for the driveway and the hammerhead.

6.800 Public and Private Utilities

6.802 Standard

- A. Installation of utilities shall be provided in public utility easements and shall be sized, constructed, located and installed consistent with this Code, Chapter 7 of the Community Development Code, and applicable utility company and City standards.**
- B. Public utility easements shall be a minimum of eight feet in width unless a reduced width is specifically exempted by the City Engineer.**
- C. Where necessary, in the judgment of the City Manager or his designee, to provide for orderly development of adjacent properties, public and franchise utilities shall be extended through the site to the edge of adjacent property(ies).**
- D. Franchise utility conduits shall be installed per the utility design and specification standards of the utility agency.**
- E. Public Telecommunication conduits and appurtenances shall be installed per the City of Sherwood telecommunication design standards.**
- F. Exceptions: Installation shall not be required if the development does not require any other street improvements. In those instances, the developer shall pay a fee in lieu that will finance installation when street or utility improvements in that location occur.**

On-site utilities will be private. The plans show a standard eight foot PUE along all street frontages. In addition, easements exist over the portion of Handley that has been vacated. As discussed previously in this report, the applicant may seek to modify the easements;

however the City would oppose the elimination of any easements that are needed for public utility purposes. In addition, Sherwood Broadband has requested that the applicant provide a conduit to the Sherwood Broadband network located at the south end of the property.

FINDING: As discussed above, the public and private utility standards have not been fully addressed because public improvement plans have not been submitted showing all utilities including Sherwood Broadband. If the applicant submits public improvement plans for review and approval which shows all public utilities including Sherwood Broadband, this standard will be addressed.

CONDITION: Submit public improvement plans for review and approval which shows all public utilities including Sherwood Broadband.

6.803 – Underground facilities - Except as otherwise provided, all utility facilities, including but not limited to, electric power, telephone, natural gas, lighting, and cable television, shall be placed underground, unless specifically authorized for above ground installation, because the points of connection to existing utilities make underground installation impractical, or for other reasons deemed acceptable by the Commission.

The Engineering Department noted that while the Code requires all existing overhead utilities be placed underground, an exception is noted where utility transmission lines operating at fifty thousand (50,000) volts or more are allowed to be overhead. There is an existing overhead line that is not shown on the plans and it is not clear if this is over 50,000 volts. The applicant must provide verification from PGE on the voltage or underground the line as part of their public improvements.

FINDING: As discussed above, staff can not confirm this standard is met. If the applicant submits a plan (as part of their public improvement plans) to underground the overhead utility lines along SW Pacific Highway or submits verification from PGE that the voltage exceed the exception criteria, this standard will be met.

CONDITION: Include in the public improvement plans a proposal to underground the overhead utility lines along SW Pacific Highway or submit verification from PGE that the voltage exceeds the exception criteria.

E. Chapter 8 - Environmental Resources

8.304.04 Visual Corridors

This standard was discussed under Section V.B.5.203 and found to be in compliance.

FINDING: This standard was discussed and conditioned to comply under Section 5.203.03

8.304.06 Trees Along Public Streets or on Other Public Property

Trees are required to be planted by the land use applicant a minimum of one (1) tree for every twenty-five (25) feet of public street frontage within any new development. Planting of such trees shall be a condition of development approval. The trees must be a minimum of two (2) inches DBH and minimum height of six (6) feet.

There are existing street trees along SW Handley that will need to be removed to accommodate this development and the re-alignment of Handley as a result of the street

vacation. Sheet L1.0 shows new street trees along Handley will be planted approximately 30 feet on center and street trees along Cedar Brook will be planted approximately 25 feet on center. However, the Code specifically requires one for every 25 feet of frontage. The frontage along Handley is approximately 374 feet therefore 15 trees are required; eleven (11) are proposed. The frontage along Cedar Brook Way is approximately 100 feet, therefore four (4) trees are required and four (4) are proposed. The visual corridor along SW Pacific Highway includes trees, however, ODOT has indicated previously that they do not want additional street trees located along this arterial for safety and maintenance reasons

FINDING: Based on the discussion above, this standard is not met. If the applicant submits revised plans that clearly show a minimum of 15 street trees on Handley and 4 on Cedar Brook Way this standard will be satisfied.

CONDITION: Submit public improvement plans to the Engineering Department for review and approval which include no less than 15 street trees along Handley Street and four street trees along SW Cedar Brook Way.

8.304.07 - Trees on Property Subject to Certain Land Use Applications

All site developments subject to Section 5.202 shall be required to preserve trees or woodlands to the maximum extent feasible within the context of the proposed land use plan and relative to other policies and standards of the City Comprehensive Plan, as determined by the City.

The only existing trees on the site are street trees that were associated with the portion of Handley Street that has been vacated. There are four Cherry trees in the location of former right of way, two sweetgum trees that remain in the right of way along Handley and two crabapple trees along Cedar Brook Way. The arborist indicates that all four of the Cherry trees are in poor condition and are recommended for removal to accommodate the development. The arborist also recommends removal of the two sweetgum trees. While they are in fair condition, the goal is to create a consistent tree row along the Handley Street frontage. The arborist indicates that one of the crab apple trees along Cedar Brook is dead while the other is in good condition. The arborist recommends replacing the dead tree, maintaining the existing tree in good condition and providing two more to comply with the street tree requirement. Of the trees proposed to be removed, the only in fair condition or better are the two trees along the existing Handley Street right of way. These trees are each 8 inches in diameter at breast height (DBH) and would required 16 mitigation inches. The landscape plan demonstrates a significant number of trees to be planted. It appears feasible for the applicant to demonstrate that there are greater than 16 inches of trees proposed to be planted on the site that are not required by the landscaping standards in Chapter 5.

FINDING: As discussed above, the applicant must indicate how 16 inches of trees will be mitigated before this standard will be fully met.

CONDITION: Prior to final site plan approval, submit documentation of how the 16 inches DBH of tree mitigation will be accomplished.

STAFF RECOMMENDATION

Based on a review of the applicable code provisions, agency comments, and staff review, staff finds that the proposal meets the applicable standards with conditions and **recommends APPROVAL with conditions** of the proposed Cedar Brook Professional Building.

VII. RECOMMENDED CONDITIONS OF APPROVAL

- A. General Conditions - The following applies throughout development and occupancy of the site:
1. Compliance with the Conditions of Approval is the responsibility of the developer or its successor in interest.
 2. This land use approval shall be limited to the preliminary plans submitted by the applicant and identified in Attachment 1 (list of exhibits), except as indicated in the following conditions of the Notice of Decision. Additional development or change of use may require a new development application and approval.
 3. The developer is responsible for all costs associated with public facility improvements.
 4. **This approval is valid for a period of two (2) years from the date of the decision notice.** Extensions may be granted by the City as afforded by the Sherwood Zoning and Community Development Code.
 5. Unless specifically exempted in writing by the final decision, the development shall comply with all applicable City of Sherwood and other applicable agency codes and standards except as modified below:
- B. Prior to grading the site:
1. Obtain City of Sherwood Building Department approval of grading plans and erosion control.
 2. Any existing wells, septic systems and underground storage tanks shall be abandoned in accordance with Oregon state law, and verification of such shall be provided to the City Engineer.
 3. A demolition permit shall be obtained from the Sherwood Building Department prior to demolishing any structures.
 4. A temporary use permit must be obtained from the Planning Department prior to placing a construction trailer on-site.
- C. Prior to approval of the public improvement plans, the plans shall be consistent with the Engineering design standards, submittal requirements and conditions contained in this decision and shall include:
1. Revised plans along Handley and Cedar Brook Way, submit revised plans that show:
 - a. A cul-de-sac or hammerhead turnaround at the end of Handley consistent with TVF&R dimensional standards.
 - b. Handley street improvements that include two travel lanes in addition to the eight foot wide on-street parking proposed.
 - c. Cedarbrook Way improvements that include provisions for three lanes and removal of the two proposed on-street parking spaces.
 2. The proposed barricade location, design and signage in the public improvements plans for Engineering review and approval at the terminus of Cedar Brook Way.
 3. Storm drainage plans that show how all of the water run-off will be treated in accordance with CWS standards. Two potential options identified include:
 - a. directing all on-site runoff to the proposed water quality facility after verifying it is sized appropriately to accommodate all of the site runoff or up-grading as necessary or
 - b. directing the western parking lot storm drainage to the existing water quality facility as proposed after verifying that it is adequately sized and paying the fee-in-lieu of \$15,000.

4. All public utilities including Sherwood Broadband.
5. Include in a proposal to underground the overhead utility lines along SW Pacific Highway or submit verification from PGE that the voltage exceed the exception criteria.
6. The plans shall include no less than 15 street trees along Handley Street and four street trees along SW Cedar Brook Way.

D. Prior to Final Site Plan approval, submit the following to the Planning Department:

1. Submit necessary documentation to the engineering department reflecting changes resulting from conditions contained in this report and verifying site acreage to obtain a Final Trip Certificate to comply with the Capacity Allocation Program.
2. Submit revised plans that demonstrate the north elevation will have significant articulation via an awning or similar architectural detail to more clearly identify the northern entrance.
3. Submit either a revised landscape plan that includes the area along SW Pacific Highway between the property line and the pavement or submit documentation from ODOT that they will not permit landscaping in this area, this standard will be met.
4. Provide more information on the proposed planting and maintenance plan to ensure that the landscaping will be appropriately maintained.
5. Submit a letter from the landscape architect certifying that the plants are native and/or are the most appropriate plants given the location and soils or modify the plant list to provide the required native plants.
6. Submit a revised plan that clearly shows the loading space will be signed identifying it as loading.
7. Provide demonstration of compliance with the minimum parking requirements. Three options have been identified within the staff report which will ensure this condition is met.
8. Submit revised plans that show the reduction of one compact space and addition of one standard space and revised landscaping plans that shows low growing vegetation in the 3 foot portion of the parking spaces that will be landscaped.
9. Submit a revised site plan that shows wheel stops will be provided for all parking spaces abutting the landscaped visual corridor.
10. Submit revised plans that show the bicycle rack will be moved closer to the building so as to allow ample room for pedestrian access to the building.
11. Submit revised plans that clearly and consistently show the minimum driveway width will be 24 feet.
12. Submit a revised plan that shows a pedestrian connection from the eastern parking lot to the sidewalk along Handley. One identified option is a connection at the end of the parking lot.
13. Submit verification from Pride Disposal that the location of the trash and recycling receptacle and design can be serviced by their trucks.
14. Prior to final site plan approval, obtain approval from ODOT for the public improvements along Pacific Highway, specifically:

- a. Curb, sidewalk, bikeways and road widening shall be constructed as necessary to be consistent with the TSP and ODOT/ADA standards, whichever is more stringent
- b. Right of way dedication as determined necessary to accommodate the planned cross section identified in the TSP.
- c. ODOT Miscellaneous Permit for the work in the highway right of way
- d. ODOT drainage permits for connection to the State highway drainage facilities.

15. obtain approval from the Engineering Department for the public improvement plans along SW Handley and Cedar Brook Way and submit revised plans to the Planning Department that reflect the revised public improvements plans including easements.

16. Submit a revised plan that shows a public access easement covering the walkway existing from Handley to the sidewalk along Pacific Highway.

17. Obtain approval from the Engineering Department for the required sanitary sewer connection prior to issuance of building permits

18. Obtain approval from the Tualatin Valley Water District as verified in approved public improvements plans for the water system proposed.

19. Submit confirmation from TVF&R that the hydrant location and design shown in the public improvement plans is acceptable.

20. Submit revised plans that show compliance with TVF&R turning radius standards for the driveway and the hammerhead.

21. Submit documentation of how the 16 inches dbh of tree mitigation will be accomplished.

22. The applicant will need to either modify the building locations or verify the exact location of utilities and submit a modified easement document covering the public utilities.

23. Submit confirmation that the entrance facing the eastern parking lot will be restricted to employees only or provide revised plans showing a walkway connecting the entrance to the public walkway.

E. Prior to issuance of building permits (other than grading):

- 1. Obtain approval from the Building Department, Engineering Department and Clean Water Services for the proposed storm drainage system on-site.
- 2. Obtain final site plan approval from the Planning Department.

F. Prior to receiving an occupancy permit for any unit:

- 1. The public improvements must be completed and accepted by the City and ODOT.
- 2. The site improvements including but not limited to parking lot striping, landscaping, screening and walkways must be installed, inspected and approved by the Planning Department.

G. On-going Conditions

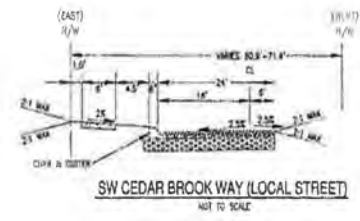
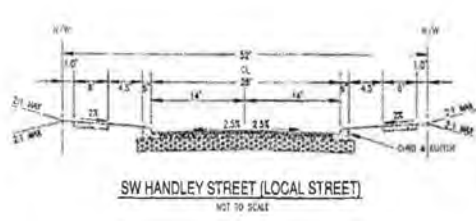
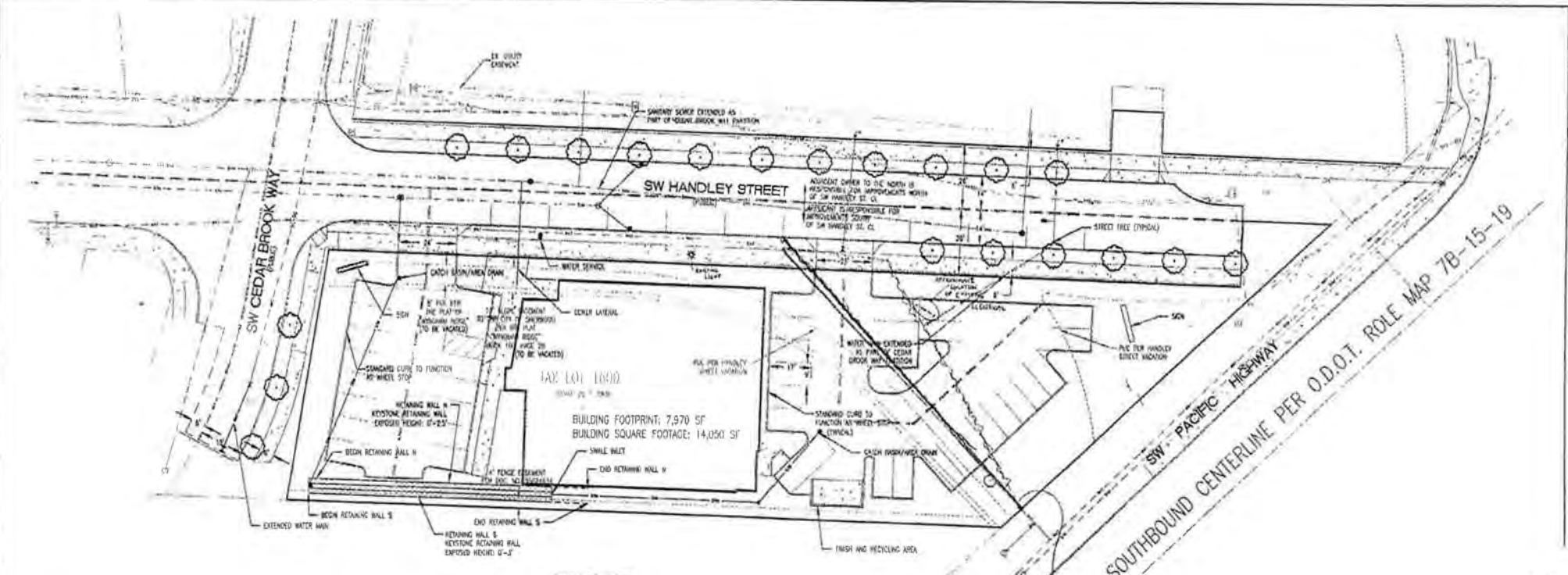
- 1. The continual operation of the property shall comply with the applicable requirements of the Sherwood Zoning and Community Development Code.

2. The site shall be maintained in accordance with the approved site plan. In the event that landscaping is not maintained, in spite of the assurances provided, this would become a code compliance issue.

VII. Exhibits

- A. Applicant's submittal package dated August 8, 2006 and revised October 5, 2006
- B. As-builts prepared showing the actual water line and electric line location
- C. ODOT comments dated 10/25/06
- D. TVF&R comments dated 11/9/06
- E. Engineering comments with Attachments dated 11/8/06
- F. Preliminary CAP trip certificate dated 10/16/06
- G. Memo from Kittleson and Associates dated 10/11/06

See applicant submittal packet



REVISIONS:

**PRELIMINARY
STREET, UTILITY, AND
PARKING LOT PLAN**

ENGINEERING • PLANNING • SURVEYING • FORESTRY
LICENSED IN OR, WA & AK
13910 SW CALIBRATH DRIVE SUITE 100
SHERWOOD, OR 97140
PHONE: (503) 925-8799 FAX: (503) 925-8999

PROJECT NO.	1180	ISSUED BY:	CT/SH
DATE:	1/5	SCALE:	AS SHOWN
DESIGNED BY:			
PREPARED FOR:	BATHAN COVEL 15425 PLEASANT HILL RD. SHERWOOD, OR (503) 249-8856 FAX: (503)		

**CEDAR BROOK
PROFESSIONAL BUILDING**
SHERWOOD OREGON
WASHINGTON COUNTY TAXMAP 25 1 5002



JOB NUMBER
1213
SHEET
C4 OF 4



Oregon

Theodore R. Kittlingoski, Governor

Oregon Department of Transportation

ODOT Region 1
123 NW Flanders St
Portland, OR 97209-4037
Telephone (503) 731-8200
FAX (503) 731-8259

Date: 10/25/6

ODOT Response to Pre-Application Notification

Project Name: Cedar Brook Professional Bldg	Applicant: Kathy Auwes, Waterleaf Architects
Jurisdiction: City of Sherwood	Case #: PAC06-10
Site Address:	Legal Description: 2S130CD Tax Lot(s) 1600 ,
State Highway: OR 99W	Mileposts: -

The site is adjacent to the referenced state highway. ODOT has permitting authority for the state highway and an interest in ensuring that the proposed land use is compatible with its safe and efficient operation. Please direct the applicant to the District Contact indicated below to determine permit requirements and obtain application information.

ODOT RECOMMENDED LOCAL CONDITIONS OF APPROVAL

Curb, sidewalk and bikeways shall be constructed consistent with the local Transportation System Plan and to current local, ODOT/ADA standards to provide pedestrian and bicycle access to the site.

An ODOT Miscellaneous Permit must be obtained for all work in the highway right of way.

An ODOT Drainage Permit is required for connection to state highway drainage facilities. Connection will only be considered if the site's drainage naturally enters ODOT right of way. The applicant must provide ODOT District with a preliminary drainage plan showing impacts to the highway right of way.

A drainage study prepared by an Oregon Registered Professional Engineer is usually required by ODOT if:

1. Total peak runoff entering the highway right of way is greater than 1.77 cubic feet per second; or
2. The improvements create an increase of the impervious surface area greater than 10,758 square feet.

ADDITIONAL COMMENTS:

We have reviewed the trip generation prepared by Kittelson and Associates. ODOT does not need a traffic impact study for the proposed development and concur that the applicant meets the City's trip cap requirement.

Please send a copy of the formal Land Use Notice to:

ODOT Region 1 Planning
Development Review
123 NW Flanders St
Portland, OR 97213

Development Review Planner: Marah Danielson	Phone: (503) 731-8258
Traffic Contact: Jason Grassman PE	Phone: (503) 731-8221
District 2A Contact: Sam Hunaidi	Phone: (503) 229-5002



TUALATIN VALLEY FIRE & RESCUE - S
COMMUNITY SERVICES • OPERATIONS • FIR

Exhibit D

November 9, 2006

Julia Hajduk
Senior Planner
City of Sherwood
22560 SW Pine Street
Sherwood, OR 97140

Re: SP 06-10 Cedar Brook Professional Building

Dear Ms. Hajduk;

Thank you for the opportunity to review the proposed site plan surrounding the above named development project. Tualatin Valley Fire & Rescue endorses this proposal predicated on the following criteria and conditions of approval:

- 1) **DEAD END ROADS:** Dead end fire apparatus access roads in excess of 150 feet in length shall be provided with an approved turnaround. (IFC 503.2.5) *The hammerhead turnaround at the end of SW Handley is not acceptable as proposed. Please refer to the Fire District's Fire Code Applications Guide for specifications:*
http://www.tvfr.com/Dept/fm/const/doc_files/fire_code_applications_guide.pdf
- 2) **NO PARKING SIGNS:** Where fire apparatus roadways are not of sufficient width to accommodate parked vehicles and 20 feet of unobstructed driving surface, "No Parking" signs shall be installed on one or both sides of the roadway and in turnarounds as needed. Roads 26 feet wide or less shall be posted on both sides as a fire lane. Roads more than 26 feet wide to 32 feet wide shall be posted on one side as a fire lane. Signs shall read "NO PARKING - FIRE LANE" and shall be installed with a clear space above grade level of 7 feet. Signs shall be 12 inches wide by 18 inches high and shall have red letters on a white reflective background. (IFC D103.6) *At 29 feet wide, "No Parking" signs will be required on one side of SW Handley.*
- 3) **TURNING RADIUS:** The inside turning radius and outside turning radius shall be not less than 28 feet and 48 feet respectively, measured from the same center point. (IFC 503.2.4 & D103.3) *Provide the required turning radius. Specify the turning radius for the parking lot access and the end of street turnaround. Please refer to the Fire District's Fire Code Applications Guide for specifications:* http://www.tvfr.com/Dept/fm/const/doc_files/fire_code_applications_guide.pdf
- 4) **PAINTED CURBS:** Where required, fire apparatus access roadway curbs shall be painted red and marked "NO PARKING FIRE LANE" at approved intervals. Lettering shall have a stroke of not less than one inch wide by six inches high. Lettering shall be white on red background. (IFC 503.3)
- 5) **GRADE:** Fire apparatus access roadway grades shall not exceed 10 percent. Intersections and turnarounds shall be level (maximum 5%) with the exception of crowning for water run-off. When fire sprinklers are installed, a maximum grade of 15% may be allowed. The approval of fire sprinklers as an alternate shall be accomplished in accordance with the provisions of ORS 455.610(5). (IFC 503.2.7 & D103.2)
- 6) **FIRE APPARATUS ACCESS ROAD EXCEPTION FOR AUTOMATIC SPRINKLER PROTECTION:** When buildings are completely protected with an approved automatic fire sprinkler system, the requirements for fire apparatus access may be modified as approved by the fire code official. (IFC 503.1.1)

- 7) **GATES:** Gates securing fire apparatus roads shall comply with all of the following: (IFC D103.5)
 Minimum unobstructed width shall be 16 feet, or two 10 foot sections with a center post or island.
 Gates shall be set back at minimum of 30 feet from the intersecting roadway.
 Gates shall be of the swinging or sliding type
 Manual operation shall be capable by one person
 Electric gates shall be equipped with a means for operation by fire department personnel
 Locking devices shall be approved.
- 8) **COMMERCIAL BUILDINGS - REQUIRED FIRE FLOW:** The required fire flow for the building shall not exceed 3,000 gallons per minute (GPM) or the available GPM in the water delivery system at 20 psi, whichever is less as calculated using IFC, Appendix B. A worksheet for calculating the required fire flow is available from the Fire Marshal's Office. (IFC B105.2) ***Provide the calculations for the building's required fire flow, and, provide the fire flow that is available at the nearest hydrant(s) for approval.***
- 9) **FIRE HYDRANTS – COMMERCIAL BUILDINGS:** Where a portion of the building is more than 400 feet from a hydrant on a fire apparatus access road, as measured in an approved route around the exterior of the building, on-site fire hydrants and mains shall be provided. This distance may be increased to 600 feet for buildings equipped throughout with an approved automatic sprinkler system. (IFC 508.5.1) ***Provide hydrant locations for approval.***
- 10) **FIRE HYDRANT NUMBER AND DISTRIBUTION:** The minimum number and distribution of fire hydrants available to a building shall not be less than that listed in Appendix C, Table C 105.1.
- Considerations for placing fire hydrants may be as follows:**
- Existing hydrants in the area may be used to meet the required number of hydrants as approved. Hydrants that are up to 600 feet away from the nearest point of a subject building that is protected with fire sprinklers may contribute to the required number of hydrants.
 - Hydrants that are separated from the subject building by railroad tracks shall not contribute to the required number of hydrants unless approved by the fire code official.
 - Hydrants that are separated from the subject building by divided highways or freeways shall not contribute to the required number of hydrants. Heavily traveled collector streets only as approved by the fire code official.
 - Hydrants that are accessible only by a bridge shall be acceptable to contribute to the required number of hydrants only if approved by the fire code official.
- 11) **FIRE HYDRANT DISTANCE FROM AN ACCESS ROAD:** Fire hydrants shall be located not more than 15 feet from an approved fire apparatus access roadway. (IFC C102.1)
- 12) **FIRE APPARATUS ACCESS ROADS WITH FIRE HYDRANTS:** Where a fire hydrant is located on a fire apparatus access road, the minimum road width shall be 26 feet. (IFC D103.1)
- 13) **REFLECTIVE HYDRANT MARKERS:** Fire hydrant locations shall be identified by the installation of reflective markers. The markers shall be blue. They shall be located adjacent and to the side of the centerline of the access road way that the fire hydrant is located on. In case that there is no center line, then assume a centerline, and place the reflectors accordingly. (IFC 508.5.4)
- 14) **FIRE HYDRANT/FIRE DEPARTMENT CONNECTION:** A fire hydrant shall be located within 100 feet of a fire department connection (FDC). Fire hydrants and FDC's shall be located on the same side of the fire apparatus access roadway. FDCs shall normally be remote except when approved by the fire code official. (IFC 912.2)
- 15) **ACCESS AND FIRE FIGHTING WATER SUPPLY DURING CONSTRUCTION:** Approved fire apparatus access roadways and fire fighting water supplies shall be installed and operational prior to any combustible construction or storage of combustible materials on the site. (IFC 1410.1 & 1412.1)
- 16) **KNOX BOX:** A Knox Box for building access may be required for this building. Please contact the Fire Marshal's Office for an order form and instructions regarding installation and placement. (IFC 506)

Please contact me at (503) 612-1112 with any additional questions.

Sincerely,

Karen Mohling

Karen Mohling
Deputy Fire Marshal

Engineering Land Use Application Comments



To: Julia Hajduk, Senior Planner
From: Lee Harrington, Engineering Department
Project: **Cedar Brook Professional Building, SP 06-07**
Date: November 8, 2006

I reviewed the information provided for the above-cited project and have the following comments. Generally, the project needs to meet the engineering and design standards of the City of Sherwood and Clean Water Services (CWS). Additional requirements are outlined below.

Sanitary Sewer

The applicant proposes to extend a new 6" sanitary lateral from the existing main line located in SW Handley Street.

This approach is acceptable to the City of Sherwood's Engineering Department, providing specifications and requirements set forth in the Clean Water Services Design and Construction Standards are met.

Water

The applicant proposes to extend a new lateral and water meter from the existing main line located in SW Handley Street.

The City contracts with Tualatin Valley Water District (TVWD) for review and approval of engineering plans related to the water system. The City has no objections to the Applicant's design but ultimately Tualatin Valley Water District will approve designs related to the water system.

Storm Sewer

The Applicant proposes to treat storm water from the building and the east parking lot within an onsite swale prior to storm water discharge into the existing public system located in Handley Street. The Applicant proposes to discharge *untreated* storm water from the west parking lot directly into the same public system.

The Engineering Department recommends that storm water from the west parking lot also be treated in the onsite swale prior to discharge into the public system. Other opportunities for storm treatment may also exist. Please note discharge to an existing public facility would require calculations showing capacity and a \$15,000 fee-in-lieu of payment for storm water treatment. Regardless of the storm design chosen, the

Project: Cedar Brook Professional Building, SP 06-07
Date: November 8, 2006
Page: 2 of 6

Applicant is required to meet specifications and requirements set forth by CWS for the public portion of the storm sewer as well as for the private water quality swale.

Transportation

SW Handley Street: According to Figure 8-1 of the Transportation System Plan, (TSP), the section of Handley fronting this property is classified as a Local Street. An existing street served this site prior to improvement of the Meinecke Road/Hwy 99W intersection and portions of this street still exist on the north side of this site.

The Applicant proposes to replace the original street with a realigned half street section that includes parking on the south side of the street. Sheet C4 of the Applicant's proposal notes that northern half street improvements would be completed by the neighbor to the north, although it seems likely that this would not occur until development of the property to the north. While this proposal seems feasible, it does not address the issue of temporary emergency and/or regular vehicular access, nor does it entirely address issues of long term vehicular ingress and egress. Additionally the issue of temporary access is somewhat exacerbated by including parking on the south side of an area proposed to receive only a half street improvement.

To address the issue of long term vehicular ingress and egress for dead end streets, the City typically requires the construction of cul-de-sacs. Cul-de-sacs should meet design criteria set forth by Tualatin Valley Fire and Rescue and at least include a drivable surface radius of 45 feet and a curb-tight 6-foot wide sidewalk for pedestrian connectivity. Street trees and lighting could be located behind the sidewalk. If necessary, the public area outside of the drivable surface and curb can be located within a public easement.

A less desirable alternate to a cul-de-sac is a "hammerhead" style turnaround. Design criteria for hammerheads can be seen on attachment C1 available from Tualatin Valley Fire and Rescue. Please note the final design for hammerheads must receive approval from the Engineering Department. Conceivably portions of the hammerhead could be located on private property provided a public access easement was in place over the area in question.

To address the issue of temporary vehicle access, the Engineering Department recommends the Applicant build a street section wide enough to encompass two lanes of traffic for ingress and egress as well as the proposed parking lane. According to figure 8-5a of the TSP the required width for two lanes of traffic and one lane of parking would be 28 feet of driving/parking surface. An additional requirement of this land use action should be the construction of the cul-de-sac or "hammerhead" at same time as the above street improvements.

As a side note, street details on Sheet C4 of the Applicant's design shows 4½-foot wide planter strips between the street and the sidewalk. A full 5-foot wide planter strip is required throughout the City.

Project: Cedar Brook Professional Building, SP 06-07
Date: November 8, 2006
Page: 3 of 6

SW Cedar Brook Way:

According to Figure 8-1 of the TSP, Cedar Brook Way is classified as a proposed Local Street. Additionally Figure 8-7 identifies Cedar Brook Way as a future *three* lane street.

Given this information it seems likely that Cedar Brook Way could be designed as a modified neighborhood route with no parking on either side, thus accommodating a third lane in lieu of parking. In this scenario, the two on-street parking spaces proposed in the Applicant's design would be eliminated. Given the limited access and lack of maneuverability to these spaces, the Engineering Department recommends elimination of these spaces in the interest of public safety. Considering parking requirements of the code, eliminating these spaces will likely affect the parking calculations and possibly the size of the building. An acceptable alternate to eliminating the spaces would be increasing the width of right-of-way along the front of the Applicant's property to include an 8-foot parking lane.

Another typical City requirement is for roads to extend to the farthest property boundary. This requirement affects the southern end of Cedar Brook Way. Given the future extension of Cedar Brook Way will require a bridge and/or large culvert, and determining the ultimate grade of the future road would be difficult without proper off-site engineering, the Applicant's proposal to end the road about twenty feet shy of the property line is acceptable.

Hwy 99W:

This is a state highway. Therefore, the applicant will need to meet the requirements of BOTH the state and the city for improvements and access to this road. When contradictions between the codes exist, the more stringent requirement shall prevail.

Design criteria from both the City of Sherwood and ODOT can be viewed on attachment C2 submitted via email by Marah Danielson of ODOT. As can be seen the ODOT requirements are more stringent, thus these are the conditions that Applicant must meet for improvements to Highway 99W. Please note that this detail depicts 3 lanes on Highway 99W as well as a bike lane, curb and gutter, a 5' landscape strip and 6' sidewalk.

Additional required items not shown in the ODOT diagram are the treatment and discharge of storm run-off from the existing frontage area and/or future frontage improvements as well as street trees required by section 8.304.06 of the code. As ODOT typically discourages street trees within their right-of-way, if necessary, the required trees can be planted just outside of the right-of-way or in other alternate locations pending approval from the Sherwood Planning Department. Please note: treatment of storm water from a public source must occur in a public facility. Should the Applicant desire, a storm treatment facility could be located within the required landscaped visual corridor, provided such facility is located within a public easement.

In viewing sheet C4 of the Applicant's proposal, it appears only a short section of new curb-tight sidewalk is proposed for the Highway 99W improvements. It is the recommendation of the Engineering Department that the above noted improvements for Highway 99W be required as conditions of the land use approval for this project.

Project: **Cedar Brook Professional Building, SP 06-07**
Date: November 8, 2006
Page: 4 of 6

Grading and Erosion Control:

Retaining walls within public easements or the public right-of-way shall require engineering approval. Retaining walls with a height of 4 feet or higher located on private property will require a permit from the building department.

City policy requires that prior to grading, a permit is obtained from the Building Department for all grading on the private portion of the site.

The Engineering Department requires a grading permit for all areas graded as part of the public improvements. The Engineering permit for grading of the public improvements is reviewed, approved and released as part of the public improvement plans.

Other Engineering Issues:

Public easements are required over all public utilities outside the public right-of-way. Easements dedicated to the City of Sherwood are exclusive easements unless otherwise authorized by the City Engineer.

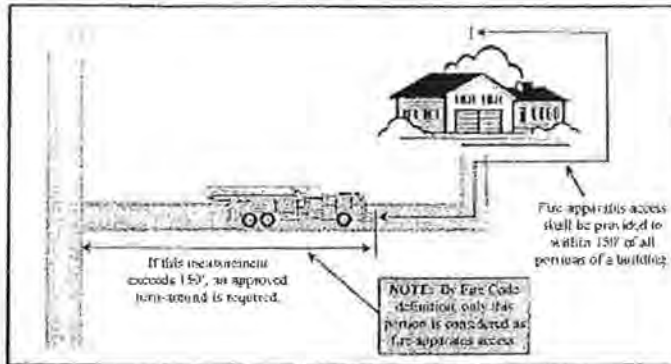
An eight-foot wide public utility easement is required adjacent to the right-of-way of all street frontages.

All existing and proposed utilities shall be placed underground.

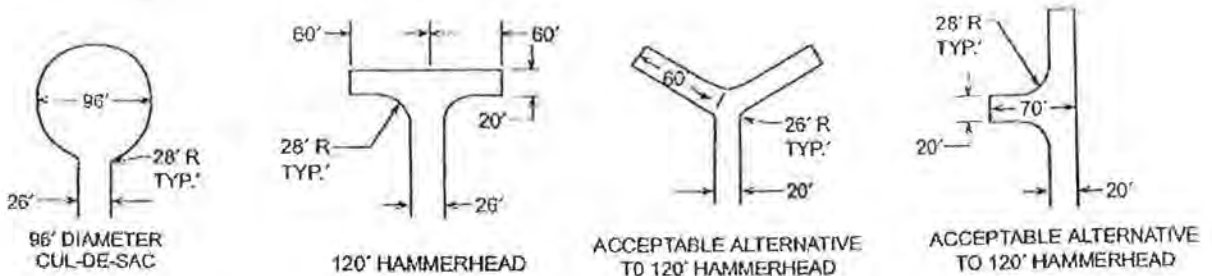
Sheet C4 of the Applicant's plans calls for slope and public utility easements from the original Wyndham Ridge plat be vacated. It is the Engineering Department's recommendation that the Applicant be responsible for creating, processing and recording these vacations.

Attachment C1:

- 1) **FIRE APPARATUS ACCESS ROAD DISTANCE FROM BUILDING AND TURNAROUNDS:** Access roads shall be within 150 feet of all portions of the exterior wall of the first story of the building as measured by an approved route around the exterior of the building. An approved turnaround is required if the remaining distance to an approved intersecting roadway, as measured along the fire apparatus access road, is greater than 150 feet.



- 2) **DEAD END ROADS:** Dead end fire apparatus access roads in excess of 150 feet in length shall be provided with an approved turnaround.



- 3) **FIRE APPARATUS ACCESS ROAD EXCEPTION FOR AUTOMATIC SPRINKLER PROTECTION:** When buildings are completely protected with an approved automatic fire sprinkler system, the requirements for fire apparatus access may be modified as approved by the fire code official.
- 4) **ADDITIONAL ACCESS ROADS – COMMERCIAL:** Where buildings exceed 30 feet in height or three stories in height shall have at least three separate means of fire apparatus access. Buildings or facilities having a gross area of more than 62,000 square feet shall be provided with at least two separate means of fire apparatus access. Buildings up to 124,000 square feet provided with fire sprinklers may have a single access.
- 5) **ADDITIONAL ACCESS ROADS – ONE-OR TWO-FAMILY RESIDENTIAL:** Where there are more than 30 one- or two-family dwelling units, not less than two separate approved means of access shall be provided. Where there are more than 30 dwelling units and all are protected by approved residential sprinkler systems, a single access will be allowed.
- 6) **ADDITIONAL ACCESS ROADS – MULTIPLE-FAMILY RESIDENTIAL:** Where there are more than 100 multiple-family dwelling units, not less than two separate approved means of access shall be provided. Projects up to 200 dwelling units that are protected by approved residential sprinkler systems may have a single access. Projects having more than 200 dwelling units shall have two separate approved means of access regardless of whether they are equipped with fire sprinkler systems.
- 7) **AERIAL FIRE APPARATUS ACCESS:** Buildings or portions of buildings or facilities exceeding 30 feet in height above the lowest level of fire department vehicle access shall be provided with approved fire apparatus access roads capable of accommodating fire department aerial apparatus. Overhead utility and power lines shall not be located within the aerial fire apparatus access roadway. Fire apparatus access roads shall have a minimum unobstructed width of 26 feet in the immediate vicinity of any building or portion of building more than 30 feet in height. At least one of the required access routes meeting this condition shall be located within a minimum of 15 feet and a maximum of 30 feet from the building, and shall be positioned parallel to one entire side of the building.

Project: Cedar Brook Professional Building, SP 06-07

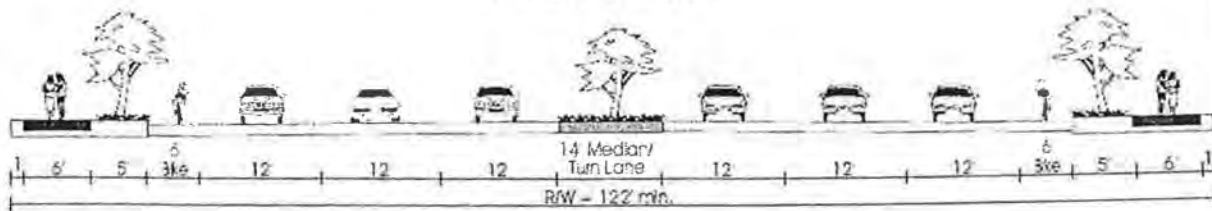
Date: November 8, 2006

Page: 6 of 6

Attachment C2:

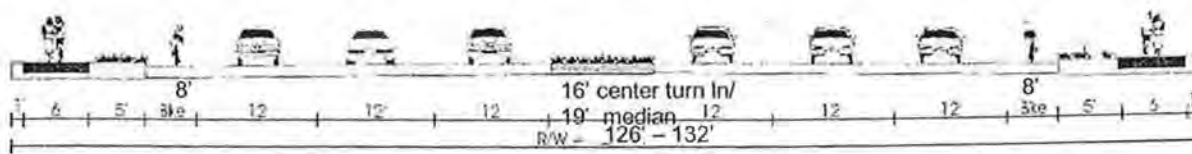
Sherwood TSP Cross Section for OR 99W

7 Lane Section



Sherwood TSP Cross Section for OR 99W modified to meet ODOT Standards

7 Lane Section



Marah Danielson, ODOT Region 1 Planning
June 6, 2006



MEMORANDUM

DATE: October 16, 2006

TO: Julia Hajduk, Senior Planner

COPY TO: Lee Harrington, SPM, Engineering

FROM: Tom Pessemier, City Engineer

SUBJECT: Preliminary Trip Allocation Certificate for Cedarbrook Professional Building

We completed our review of the Technical Memorandum from Kittelson & Associates dated December 12, 2005 as well as the Trip Allocation Certificate Worksheet dated August 31, 2006. The City is issuing this Preliminary Trip Allocation Certificate (TAC) based on the information provided in the original land use application. It should be noted that the preliminary trip allocation certificate is meant only to allow the application to be deemed complete and a Final Trip Allocation Certificate is required for final Land Use Approval.

Trip Limit Calculations

The Technical Memorandum includes trip generation information from five generally comparable local, (mostly dental), sites and suggests this data better represents the actual site conditions as opposed to the national trip generation numbers provided in the ITE, (Institute of Transportation Engineers), manual which listed only uses of combined medical and dental offices. The City and our outside consultant have reviewed this information and believes that it is appropriate to use local trips counts for dental only sites rather than the combined rate.

The Memorandum concluded that a dental building of 14,200 square feet would generate 34 pm peak hour vehicle trips, which is within the allowable CAP limit of 43 trips per acre or in this case 34 trips for a .79 acre site. It should be noted that while the Applicant provided a Trip Analysis Worksheet on August 31, 2006, this documentation did not include information supporting actual site acreage and/or square footage, (see code section 6.307.E.3, items b, c & f). While likely a technicality, this documentation will be required prior the issuance of a final trip allocation certificate.

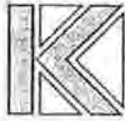
Mitigation

Due to the completion of all but the largest mitigation projects additional mitigation will not be required.

This Preliminary Trip Allocation Certificate is valid for the use currently proposed. A final Trip Allocation Certificate will not be completed until the Land Use Application is ready to be approved. If revisions to the original design occur or if additional documentation does not support the .79 acre site, the City reserves the right to re-evaluate the proposal and withdraw the Preliminary Trip Allocation Certificate.



Tom Pessemier
City Engineer

**KITTELSON & ASSOCIATES, INC.**

TRANSPORTATION ENGINEERING/PLANNING

610 S.W. Alder Street, Suite #00 • Portland, OR 97205 • (503) 228-5230 • Fax (503) 273-8159

MEMORANDUM

Date: October 11, 2006**Project #:** 7527**To:** Julia Hajduk
Senior Planner
City of Sherwood
22560 SW Pine Street
Sherwood, OR 97140**From:** Tom Schwab & Dan Seeman**Project:** Cedarbrook Professional Building**Subject:** Handley Driveway Access

As requested, Kittelson and Associates Inc. have reviewed the stacking distance between SW Cedar Brook Way and the proposed west driveway onto SW Handley Street. A review of AASHTO – Geometric Design of Highways and Street as well as the City of Sherwood Zoning and Development Code recommends that driveways should not be located within the functional area of an intersection. The functional area of an intersection is further defined as that area that is beyond the influence of the standing queue.

SW Handley Street east of SW Cedar Brook Way is a dead end street at the east end of the Cedarbrook Professional Building property. As such, while Handley is designated as a local street, it effectively serves as a driveway to adjacent land uses. The west driveway to the Cedarbrook Professional Building provides access to 15 parking spaces.

The City of Sherwood Zoning and Development Code Section 6.304.15 (Vehicular Access Management) prescribes that access driveways will not be permitted within ten feet of point B (point of curvature [pc]) as shown on a typical frontage in the Zoning and Development Code. The west edge of the driveway as designed is located 20 feet from the point of curvature [pc]. This provides 57 feet between the driveway centerline and SW Cedar Brook Way.

The patients and visitors that will visit the clinic are scheduled at evenly-spaced intervals over the course of the business day; consequently, departing vehicle trips are spaced over time. A trip generation analysis previously submitted to the City indicates that this property will generate less than 40 trips during the p.m. peak hour. The most intense time during which vehicle trips are to be generated by the clinic will likely occur at the time when most employees leave -- at the end of the business day. At this time, virtually all patients and visitors will have already departed. Employee parking will be designated at the east end of the east lot; therefore, very few vehicles are expected to leave the west lot at the end of the day. Thus, it is reasonable to assume that vehicular queues on Handley Street backing from Cedar Brook Way will have minimal conflicts with traffic accessing the west driveway to the Cedarbrook Professional Building. In order to maintain acceptable intersection sight distance, vegetation should be kept to a maximum height of three feet along the street frontage in the vicinity of the driveway.

Based upon our analysis and review it is concluded that the two driveways onto SW Handley Street will provide safe operation of the street and the intersection. If you have any questions regarding this analysis, do not hesitate to call.

Julia Hajduk

From: Julia Hajduk
Sent: Friday, August 11, 2006 11:20 AM
To: 'Hayes McCoy'
Cc: Kevin Cronin; Gene Thomas; Rob Dixon; Lee Harrington; Heather Austin
Subject: RE: Pacific Family Dental #1213

Hayes – I met with Kevin, Rob, Gene Thomas, Lee and Heather this morning to discuss your e-mail and the required width for Cedar Brook Way in this location. After considering figure 8-7 and the intersection and anticipated future traffic needs along Cedar Brook Way, on-street parking along Cedar Brook Way this close to the intersection would not be supported. The updated TSP distinguishes the TYPE of traffic from the VOLUME of traffic. Cedar Brook Way is designated local because it is anticipated to accommodate local traffic as opposed to "collecting" local traffic and carrying it to an arterial. The requirement for 3 lanes takes into account the volume of traffic anticipated along this road. With that said, the required pavement width for this section would be 17 feet from centerline (two 10-foot wide travel lanes and a 14 foot center turn lane). The total right of way width would be 31 feet from centerline (paved 17 feet from centerline, 5 foot landscape strip, 8 foot sidewalk for local with more than 1000 VPD and 1 foot beyond sidewalk).

You mentioned that additional ROW was not required as part of the Cedar Brook Way partition, however this will be required when site plans are submitted.

Let me know if you have any additional questions!

Julia Hajduk
 Senior Planner
 22560 SW Pine Street
 Sherwood, OR 97140
 503-625-4204

From: Hayes McCoy [mailto:Hayes@aks-eng.com]
Sent: Tuesday, August 08, 2006 6:22 PM
To: Julia Hajduk
Cc: 'File'; Lee Harrington; Gene Thomas
Subject: RE: Pacific Family Dental #1213

Hello Julia,

Thanks for getting back to me on this. I guess I need to know what the City requires for the extension of Cedar Brook Way to the South of Handley Street. We know that per the TSP, it is classified as a local street on Figure 8-1 and is also designated to have three lanes on Figure 8-5. This seems contradictory since local streets are normally not built with turn lanes. Additionally, the TSP does not provide for a local street with a turn lane and when Cedar Brook Way was stubbed to the south from Handley, it was not constructed with sufficient width to allow for a turn lane.

In Figure 8-7, Meinecke Road is also classified as a three lane street. However, during the approval process for the Cedar Brook Way partition (MLP 05-05), the City did not require that Meinecke be expanded to a three lane street.

So this is what I have proposed now. At the end of the Cedar Brook Way stub to the South, the street is 34 feet wide from curb to curb (17 feet from centerline to curb). Mr. Doyel is only responsible for the improvements along his side, but I have proposed to widen the street to 18 feet from centerline to curb on the east side and an additional 6 feet on the west side of the centerline. We want to take advantage of the parking along Cedar Brook Way and the additional six feet would help with vehicles maneuvering. This meets the City's requirements for a local street with parking at least on our side. Does this seem acceptable?

To the west of Cedar Brook Way is vacant property owned by ODOT. Also, the stub at the end of Cedar Brook Way ends at a steep cut bank. I have tried to flatten the street out so when it is extended further south, that engineer will have an easier time making the street match the existing ground. We would rather not widen our side of the street because of the cut bank we have to work with and the difficulty in matching into the office building site to the east.

I have attached some of our preliminary drawings to illustrate. Let me know what we should propose. Thank you.

Hayes McCoy, PE, PLS

AKS Engineering & Forestry, LLC.
13910 SW Galbreath Drive
Suite 100
Sherwood, OR 97140
Phone: (503) 925-8799
Fax: (503) 925-8969
E-mail: hayes@aks-eng.com

Disclaimer: AKS Engineering & Forestry shall not be liable for any changes made to the electronic data transferred. Distribution of electronic data to others is prohibited without the express written consent of AKS Engineering & Forestry and the client.

From: Julia Hajduk [mailto:hajdukj@ci.sherwood.or.us]
Sent: Tuesday, August 08, 2006 4:54 PM
To: Hayes McCoy
Cc: Lee Harrington
Subject: RE: Pacific Family Dental #1213

Hayes – you are correct that Cedar Brook Way in this location is a local street, however Figure 8-7 indicates that it is 3 lanes (for a center turn lane or median). If you look at the table in Figure 8-5a you will see the required dimensions for the street elements so that you can determine the necessary right-of-way for a 3 lane local street with parking on one or both sides. Hope this helps address your question.

Julia Hajduk
Senior Planner
22560 SW Pine Street
Sherwood, OR 97140
503-625-4204

From: Hayes McCoy [mailto:Hayes@aks-eng.com]
Sent: Thursday, August 03, 2006 7:21 AM
To: Julia Hajduk
Cc: Lee Harrington; 'Kathy Aulwes'; 'File'
Subject: FW: Pacific Family Dental #1213

Hello Julia,

In your email listed below, you mention that Cedar Brook Way is classified as a collector; however, that is only the case between Meinecke and Handley. Figure 8-1 of the TSP describes Cedar Brook Way as a local street to the south of Handley and to the North of Meinecke. We would like to provide parking along Cedar Brook Way along Mr. Doyel's frontage. Per the TSP, we would need to provide 18 feet of pavement between the centerline and curb to allow on street parking (meeting the local street standard). Can you confirm this?

Lee – Could you tell me what frontage improvements the City will require for Cedar Brook Way along Mr. Doyel's frontage?

Thank you,

Hayes McCoy, PE, PLS

8/11/2006

AKS Engineering & Forestry, LLC.
13910 SW Galbreath Drive
Suite 100
Sherwood, OR 97140
Phone: (503) 925-8799
Fax: (503) 925-8969
E-mail: hayes@aks-eng.com

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From: Hayes McCoy [mailto:Hayes@aks-eng.com]
Sent: Friday, July 07, 2006 1:22 PM
To: 'Julia Hajduk'
Cc: 'File'
Subject: RE: Pacific Family Dental #1213

Hello Julia,

Thanks for getting back to me. Cedar Brook Way is a Collector between Meinecke and Handley Street. However, south of Handley street, it is designated as a future local street on Figure 8-1. This portion that is south of Handley is what is adjacent to the Pacific Family Dental site. Would not the City require that portion to be improved to a local street?

Thank you,

Hayes McCoy, PE

AKS Engineering & Forestry, LLC.
13910 SW Galbreath Drive
Suite 100
Sherwood, OR 97140
Phone: (503) 925-8799
Fax: (503) 925-8969
E-mail: hayes@aks-eng.com

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From: Julia Hajduk [mailto:hajdukj@ci.sherwood.or.us]
Sent: Friday, July 07, 2006 12:36 PM
To: Hayes McCoy
Cc: File; Kathy Aulwes; Lee Harrington
Subject: RE: Pacific Family Dental #1213

Hayes – I responded to a similar question from Kathy today, but wanted to follow-up with you as well. Cedar Brook Way is shown as a collector for this portion in the TSP (Figure 8-1). The TSP cross section (Figure 8-4) indicates that a minimum of 74 feet of ROW is required on a collector in order to have parking on one side.

Julia Hajduk
Senior Planner
22560 SW Pine Street
Sherwood, OR 97140
503-625-4204

From: Hayes McCoy [mailto:Hayes@aks-eng.com]

Sent: Thursday, July 06, 2006 11:31 AM
To: Julia Hajduk
Cc: 'File'; 'Kathy Aulwes'
Subject: Pacific Family Dental #1213

Hello Julia,

I am working on preparing the site plan for this project. Could we count parking along Cedar Brook Way for this site? Assuming that a 60 foot wide right-of-way can allow parking on both sides, could we count the parking on our side of the street for the Dentist's office?

Thanks,

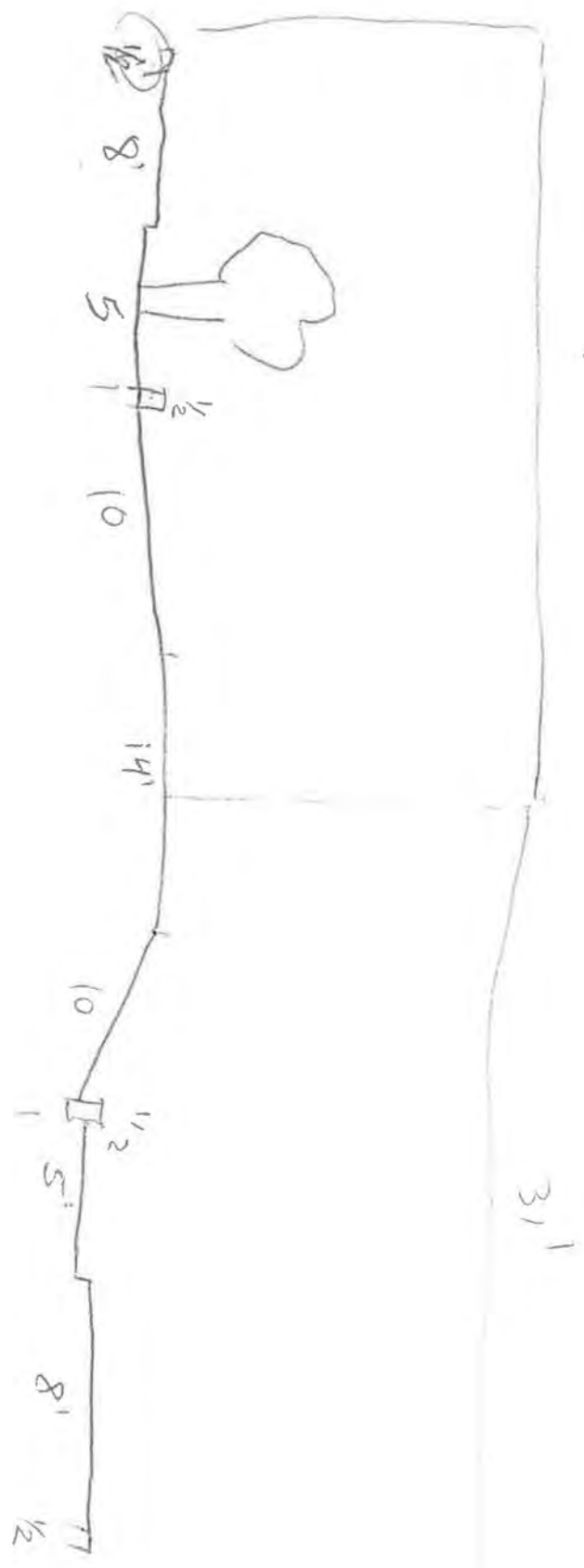
Hayes McCoy, PE

AKS Engineering & Forestry, LLC.
13910 SW Galbreath Drive
Suite 100
Sherwood, OR 97140
Phone: (503) 925-8799
Fax: (503) 925-8969
E-mail: hayes@aks-eng.com

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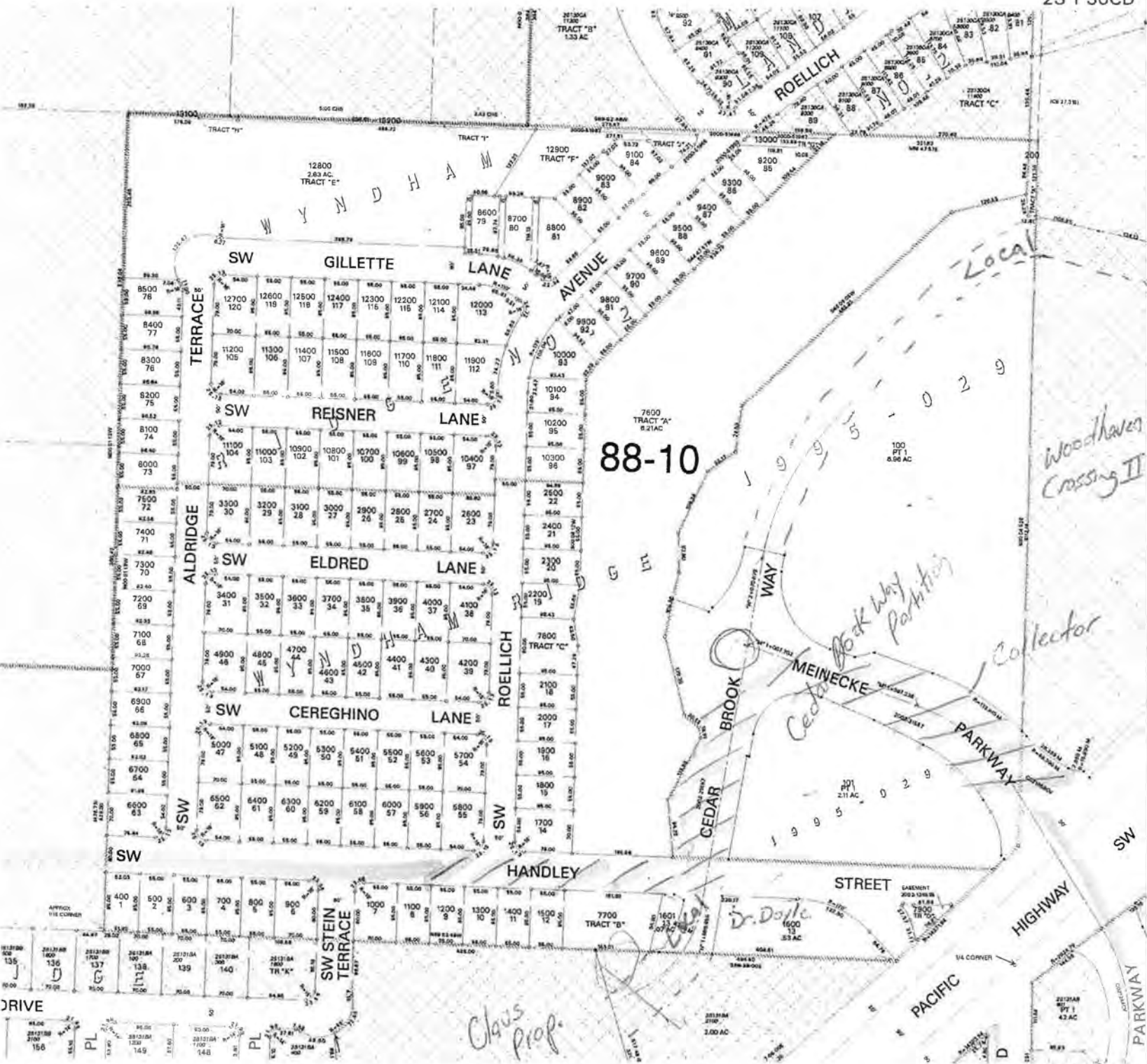
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31'

31'

17
1/2



WASHINGTON COUNTY OREGON
SE 1/4 SW 1/4 SECTION 30 T2S R1W W.M.
SCALE 1" = 100'

35	31	32	33	34	35	36	31
1	6	5	4	3	2	1	6
12	7	8	9	10	11	12	7
13	18	17	16	15	14	13	18
24	19	20	21	22	23	24	19
25	30	29	28	27	26	25	30
36	31	32	33	34	35	36	31
1	6	5	4	3	2	1	6

FOR ADDITIONAL MAPS VISIT OUR WEBSITE AT
www.co.washington.or.us

BB	BA	AB	AA
B		A	
BC	BD	AC	AD
SECTION 30			
CB	CA	DB	DA
C		D	
CC	CD	DC	DD

Cancelled Taxlots For: 2S130CD
300,13300.



PLOT DATE: November 07, 2003
FOR ASSESSMENT PURPOSES
ONLY - DO NOT RELY ON
FOR OTHER USE

Map areas delineated by either grey shading or a cross-hatched pattern are for reference only and may not indicate the most current property boundaries. Please consult the appropriate map for the most current information.



Pre-Application Conference Notes

PAC 06-10

Meeting Date: April 19, 2006

Commercial*Industrial*Mixed-Use*Multi-Family*Institutional

APPLICANT: Richard Aanderud, AIA
Waterleaf Architecture
Phone: (503) 228.7571

OWNER: Nathan Doyel, DMD
Phone: (503) 925.9595

PROPERTY LOCATION:

ADDRESS/GENERAL LOCATION: southeast corner of SW Handley Street and SW Cedar Brook Way
TAX MAP(S)/LOT #(S): 2S130CD, Tax Lot 1600

NECESSARY APPLICATIONS: Site Plan Review

PROPOSAL: New dental office building

ZONING MAP DESIGNATION: General Commercial (GC)

City Staff Meeting Attendees: Kevin Cronin, Planning Supervisor; Julia Hajduk, Senior Planner; Heather Austin, Associate Planner; Lee Harrington, Senior Project Manager (Engineering)

PRE-APPLICATION MEETINGS AND FOLLOW-UP NOTES ARE INTENDED TO ASSIST PROPERTY OWNERS AND DEVELOPERS IN PREPARING LAND USE APPLICATIONS. THEY ARE NOT INTENDED TO MAKE ANY DECISIONS REGARDING THE PROPOSED DEVELOPMENT AS THIS IS DONE THROUGH THE LAND USE REVIEW PROCESS.

ZONING DISTRICT DIMENSIONAL REQUIREMENTS (Refer to Code Section 2.110)

MINIMUM LOT SIZE: 10,000 square feet **LOT WIDTH AT FRONT PROPERTY LINE:** 70 feet
LOT WIDTH AT BUILDING LINE: 70 feet **MAXIMUM HEIGHT:** 50 feet, except that structures within 100 feet of a residential zone shall be limited to the height requirements of that residential area.

Setbacks: None, unless abutting a residential zone, then there shall be a minimum of twenty (20) feet.

DENSITY: None identified- commercial zone

Professional dental services are allowed outright in the General Commercial zone per §2.110.02A of the Zoning and Community Development Code.

NARRATIVE (See Section 4.100 for a complete list of required application submittal materials)

The applicant shall submit a narrative which provides findings based on the applicable approval standards. Failure to provide a narrative or adequately address criteria would be reason to consider an application incomplete and delay review of the proposal. The applicant should review the code for applicable criteria.

CLEAN WATER SERVICES SERVICE PROVIDER LETTER

The applicant shall submit a CWS Service Provider Letter at time of application submittal. An application will not be deemed complete without a CWS Service Provider Letter or a CWS prescreening noting that a Service Provider Letter is not required. In this case, a Service Provider Letter dated June 10, 2002 was submitted with the pre-application materials. Because this SPL is nearly four years old, the City will

require either an updated Service Provider Letter or verification from Clean Water Services that this Service Provider Letter is still applicable.

SITE PLANNING (5.100)

Except for single and two family uses, and manufactured homes located on individual residential lots, but including manufactured home parks, no building permit shall be issued for a new building or structure, or for the substantial alteration of an existing structure or use, and no sign permit shall be issued for the erection or construction of a sign relating to such building or structure until the proposed development has been reviewed.

No site plan approval shall be granted unless each of the following is found:

- A. The proposed development meets applicable zoning district standards and all provisions of Chapters 5, 6, 8 and 9.
- B. The proposed development can be adequately served by services conforming to the Community Development Plan, including but not limited to water, sanitary facilities, storm water, solid waste, parks and open space, public safety, electric power, and communications.
- C. Covenants, agreements, and other specific documents are adequate, in the City's determination, to assure an acceptable method of ownership, management, and maintenance of structures, landscaping, and other on-site features.
- D. The proposed development preserves significant natural features to the maximum feasible extent, including but not limited to natural drainageways, wetlands, trees, vegetation, scenic views, and topographical features, and conforms to the applicable provisions of Chapter 8 of this Code and Chapter 5 of the Community Development Code.
- E. For a proposed site plan in the Neighborhood Commercial (NC), Office Commercial (OC), Office Retail (OR), Retail Commercial (RC), General Commercial (GC), Light Industrial (LI), and General Industrial (GI) zones, except in the Old Town Overlay Zone, the proposed use shall satisfy the requirements of Section 6.307 Highway 99W Capacity Allocation Program, unless excluded herein.
- F. For developments that are likely to generate more than 400 average daily trips (ADTs), or at the discretion of the City Engineer, the applicant shall provide adequate information, such as a traffic impact analysis or traffic counts, to demonstrate the level of impact to the surrounding street system. The developer shall be required to mitigate for impacts attributable to the project. The determination of impact or effect and the scope of the impact study shall be coordinated with the provider of the affected transportation facility.
- G. The proposed commercial, multi-family development, and mixed-use development is oriented to the pedestrian and bicycle, and to existing and planned transit facilities. Urban design standards shall include the following:
 - 1. Primary, front entrances shall be located and oriented to the street, and have significant articulation and treatment, via facades, porticos, arcades, porches, portal, forecourt, or stoop to identify the entrance for pedestrians. Additional entrance/exit points for buildings, such as a postern, are allowed from secondary streets or parking areas.
 - 2. Buildings shall be located adjacent to and flush to the street, subject to landscape corridor and setback standards of the underlying zone.

3. The architecture of buildings shall be oriented to the pedestrian and designed for the long term and be adaptable to other uses. Aluminum, vinyl, and T-111 siding, metal roofs, and artificial stucco material shall be prohibited. Street facing elevations shall have windows, transparent fenestration, and divisions to break up the mass of any window. Roll up and sliding doors are acceptable. Awnings that provide a minimum 3 feet of shelter from rain shall be installed unless other architectural elements are provided for similar protection, such as an arcade.
4. As an alternative to the above standards G.1-3, the Old Town Design Standards (Section 9.202) may be applied to achieve this performance measure.

LANDSCAPING (5.200)

10-foot landscaped strip required between off-street parking, loading and vehicular use areas and right-of-way or abutting properties. All areas not covered by buildings, required parking and/or circulation drives shall be landscaped with plants native to the Pacific Northwest. A minimum of 50% of required parking area landscaping must be in the interior of the parking lot. A landscaping plan must be submitted with every development proposal application.

PARKING AND CIRCULATION (5.300 and 5.400)

No building permits shall be issued until plans are approved providing for off-street parking and loading space as required by this Code. An off-street parking and loading plan shall accompany requests for building permits or site plan approvals.

Section 5.302.02 provides minimum and maximum parking standards for developments in Sherwood.

Joint-use parking spaces are permitted and encouraged when peak hours of operation do not substantially overlap. When several uses occupy a single structure or parcel, a 10% to 25% reduction in the number of required parking spaces is allowed to account for cross-patronage.

Improved hard surface driveways are required in all commercial, industrial and multi-family developments.

Ingress and egress shall be shown from existing or planned local or collector streets, consistent with the Transportation System Plan and Section VI of the Community Development Plan. Joint ingress/egress is strongly encouraged.

The minimum number of bicycle parking spaces for office or retail uses is 2 or 1 per 20 auto spaces, whichever is greater. Bicycle parking shall be conveniently located with respect to both the street right-of-way and at least one building entrance and shall be covered.

A private pathway/sidewalk system extending throughout the development site shall be required to connect to existing development, to public rights-of-way with or without improvements, to parking and storage areas, to all building entrances in the development, to transit facilities within 500 feet of the site, to future phases of development and to parks and open spaces.

ON-SITE STORAGE (5.500)

External material storage must be approved by the Planning Commission as part of a site plan. Storage areas must be designated and screened appropriately. With the exception of solid waste receptacles, no on-site storage is anticipated with this use.

SIGNS (5.700)

A separate permit is required for all permanent signs. Sign permits may be applied for through the Sherwood Building Department. Temporary sign permits are issued through the Sherwood Planning Department.

PUBLIC IMPROVEMENTS (6.000)

STREETS (6.300)

The vacation of a portion of Handley Street is in progress and will be before the Sherwood City Council on Tuesday, May 2, 2006. This vacation proposal, when approved, will not guarantee that the turn-around proposed with the vacation will meet Tualatin Valley Fire & Rescue standards. This will be determined through the land use approval process, but the area and geometry remaining after processing of the right-of-way vacation does not appear to meet criteria set forth in item 2 of the TVF&R Fire and Life Safety brochure, (based on the 2003 International Fire Code), for a hammer head or alternate hammer head design. The applicant should consult TVFR on fire code provisions.

HIGHWAY 99W CAPACITY ALLOCATION PROGRAM (CAP) (6.307)

All developments within the City of Sherwood are subject to the CAP with the exception of churches, elementary, middle and high schools, and changes in use that do not increase the number of trips generated by the current use (unless specifically exempted by the Site Planning criteria). All regulated activities must acquire a Trip Allocation Certificate prior to approval of the base application. The trip limit for a regulated activity is 43 net trips per acre in the PM Peak Hour. Mitigation may be required for all developments subject to the CAP, with the exception of activities occurring on land zoned industrially when the activity produces less than 8 net trips per acre in the PM Peak Hour.

SANITARY SEWER (6.400)

Sanitary sewers shall be installed to serve all new developments and shall connect to existing sanitary sewer mains.

WATER (6.500)

Water lines and fire hydrants conforming to City and Fire District standards shall be installed to serve all building sites in a proposed development. All waterlines shall be connected to existing water mains. The City contracts with Tualatin Valley Water District to oversee the water system. The water system must meet TVWD standards.

STORM WATER (6.600)

Storm water facilities, including appropriate source control and conveyance facilities, shall be installed in new developments and shall connect to the existing downstream drainage systems. The storm water facilities must meet CWS standards, including detention and treatment. A preliminary stormwater report should be submitted with the land use review materials, but a non-preliminary report is suggested.

FIRE (6.700)

All developments are required to comply with the regulations of Tualatin Valley Fire & Rescue. TVF&R regulations can be found on their website at: www.tvfr.com/Dept/fm/const/index.html.

OVERHEAD UTILITIES (6.803)

All existing and proposed utilities must be placed underground, unless specifically authorized for above ground installation, because the points of connection to existing utilities make underground installation impractical, or for other reasons deemed acceptable by the Commission.

ENVIRONMENTAL RESOURCES (8.000)

LANDSCAPED VISUAL CORRIDOR (8.304.04)

A landscaped visual corridor is required along all collectors and arterials (as designated by the Transportation System Plan) as well as Highway 99W. The required width of the corridor for collectors is ten (10) feet, arterials is fifteen (15) feet and Highway 99W is twenty-five (25) feet. This development is required to provide a 25-foot landscaped visual corridor along Highway 99W.

STREET TREES (8.304.06)

Street trees are required to be planted along public streets abutting or within any new development. Street trees must have a minimum trunk diameter of two (2) inches DBH and a minimum height of six (6) feet. A minimum of one (1) tree for every twenty-five (25) feet of public street frontage, or two (2) trees for every buildable lot, whichever yields the greater number of trees, is required. See Appendix J of the Sherwood Zoning and Community Development Code for a list of approved street trees.

TREES ON PRIVATE PROPERTY (8.304.07)

Trees on private property subject to land use approval must inventory all trees on-site in accordance with Section 8.304.07A. In general, the City will permit only the removal of trees, woodlands, and associated vegetation, regardless of size and/or density, minimally necessary to undertake the development activities contemplated by the land use application under consideration. Mitigation on a 1:1 DBH ratio will be required for trees removed pursuant to Section 8.307.07D.

HEAT AND GLARE (8.310)

Except for exterior lighting, all otherwise permitted commercial, industrial and institutional uses shall conduct any operations producing excessive heat or glare entirely within enclosed buildings. Exterior lighting shall be directed away from adjoining properties, and the use shall not cause such glare or lights to shine off site in excess of one-half (0.5) foot candle when adjoining properties are zoned for residential use.

OLD TOWN OVERLAY (9.202)

This project is not proposed within the Old Town Overlay.

All land use application forms and required material checklists as well as the Zoning and Community Development Code can be found on the Sherwood Planning website:

<http://www.ci.sherwood.or.us/government/departments/planning/index.html>

APPLICABLE CODE CRITERIA

(These sections *must* be addressed in the narrative submitted with the land use application)

<input checked="" type="checkbox"/> 2.100 (Zoning Districts)	<input checked="" type="checkbox"/> 5.200 (Landscaping)	<input type="checkbox"/> 7.500 (Land Partitions)
<input type="checkbox"/> 2.202 (Planned Unit Development)	<input checked="" type="checkbox"/> 5.300 (Off-Street Parking and Loading)	<input type="checkbox"/> 7.600 (Property Line Adjustments)
<input type="checkbox"/> 2.204 (Townhomes)	<input checked="" type="checkbox"/> 5.400 (On-Site Circulation)	<input type="checkbox"/> 8.202 (Flood Plain Overlay)
<input type="checkbox"/> 2.205 (Manufactured Homes)	<input checked="" type="checkbox"/> 5.500 (On-Site Storage)	<input checked="" type="checkbox"/> 8.304 (Parks and Open Space)

<input type="checkbox"/> 2.206 (Non-Conforming Uses)	<input checked="" type="checkbox"/> 5.700 (Signs)	<input type="checkbox"/> 8.306 (Noise)
<input type="checkbox"/> 2.207 (Accessory Uses)	<input checked="" type="checkbox"/> 6.300 (Streets)	<input type="checkbox"/> 8.307 (Vibrations)
<input checked="" type="checkbox"/> 2.301 (Clear Vision Areas)	<input checked="" type="checkbox"/> 6.400 (Sanitary Sewers)	<input type="checkbox"/> 8.308 (Air Quality)
<input type="checkbox"/> 2.302 (Additional Setbacks)	<input checked="" type="checkbox"/> 6.500 (Water Supply)	<input type="checkbox"/> 8.309 (Odors)
<input type="checkbox"/> 4.200 (Plan Amendments)	<input checked="" type="checkbox"/> 6.600 (Storm Water)	<input checked="" type="checkbox"/> 8.310 (Heat and Glare)
<input type="checkbox"/> 4.300 (Conditional Uses)	<input checked="" type="checkbox"/> 6.700 (Fire Protection)	<input type="checkbox"/> 9.202 (Old Town Overlay District)
<input type="checkbox"/> 4.400 (Variances)	<input checked="" type="checkbox"/> 6.800 (Private Improvements)	<input type="checkbox"/> 9.400 (Landmark Designation)
<input type="checkbox"/> 4.500 (Temporary Uses)	<input type="checkbox"/> 7.200 (Preliminary Plats)	
<input type="checkbox"/> 4.600 (Interpretation of Similar Uses)	<input type="checkbox"/> 7.300 (Final Plats)	
<input checked="" type="checkbox"/> 5.100 (Site Planning)	<input type="checkbox"/> 7.400 (Design Standards)	

ANSWERS TO QUESTIONS SUBMITTED:

1. Draw a perimeter around the paved parking area and any landscaping areas that fall within that area can be considered "interior". Also, because the Code is not clear in how to define "interior landscaping", the applicant can make a case for areas considered on the site plan as "interior landscaping" in the narrative.
2. The retaining wall at the west boundary of the site is most likely acceptable. The wall cannot be located within the 8-foot PUE that will be required along all public right-of-way.
3. The city will need more information on the slope easement present on this end of the property before a determination can be made as to whether it can be eliminated.
4. Per the submitted site plan, it does not appear that the proposed building is within 100' of a residential zone.
5. Tualatin Valley Fire & Rescue will determine whether the property is within adequate distance of a fire protection water supply. The Sherwood contact person at TVF&R is Karen Mohling: karen.mohling@tvfr.com.
6. The site is required to follow the perimeter screening standards of Chapter 5.
7. City staff are unsure if there is currently a public utility easement along the west boundary of the property. However, such easement will likely be required upon development of this site.

ADDITIONAL CONCERNS OR COMMENTS:

- Need to provide detailed building elevations, including materials, scale, urban form and relationship to adjacent sites and public streets, with the site plan submittal.
- Obtain pre-approval from Pride Disposal for the trash/recycling location
- Staff suggests removal of the barricade at the end of Handley and replacement with decorative bollards
- Staff discussed constructing the proposed building in such a way that expansion (potentially vertical) would be possible in the future, should CAP and parking requirements change
- The intersection of Cedar Brook and Handley may need to be upgraded- the current driveway apron may not be sufficient and may need to be upgraded to a public street standard. Staff is unsure what the current configuration is.
- The number of street trees shown on the proposed plans may not be adequate to meet the requirement of one tree for every twenty-five (25) feet of frontage of the property.
- ODOT has been notified of this Pre-Application meeting and may submit comments. If this occurs, the City will forward these to you.

PROCEDURE

Type III- Site Plan proposing between 15,000 and 40,000 square feet of floor area, parking or seating capacity

PLANNING DEPARTMENT FEES

Site Plan Review	\$4,000 plus \$100 for every 10,000 square feet over the first 15,000 square feet
Notice Posting	\$165

Final Site Plan Review \$600 (At time of building permit submittal)

APPLICATION SUBMITTAL PROCESS

All APPLICATIONS MUST BE ACCEPTED BY A PLANNING DEPARTMENT STAFF MEMBER of the Community Development Division at Sherwood City Hall. **PLEASE NOTE: Applications submitted by mail or dropped off at the counter without Planning Department acceptance may be returned. The Community Development Division counter closes at 5:00 PM.**

Maps submitted with an application shall be folded IN ADVANCE to 8½" x 11". Applications with unfolded maps will not be accepted.

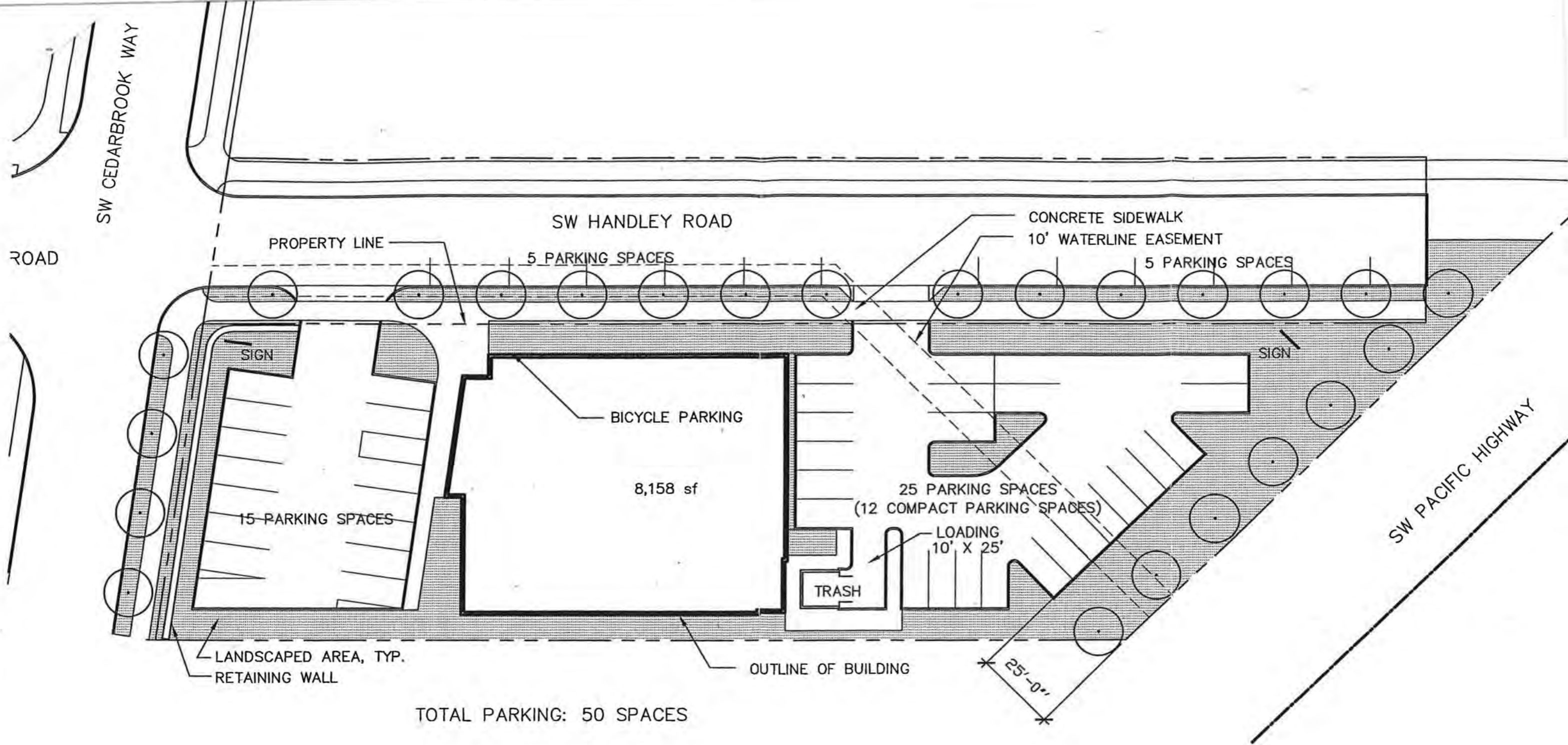
The Planning Department will perform a preliminary review of the application and will determine whether an application is complete within 30 days of the counter submittal. Staff will notify the applicant if additional information or additional copies of the submitted materials are required.

The administrative decision or public hearing will typically occur approximately 45 to 60 days after an application is deemed complete by the Planning Department. Applications involving difficult or protracted issues or requiring review by other jurisdictions may take additional time to review. Written recommendations from the Planning staff are issued seven (7) days prior to the public hearing. A 14-day public appeal period follows all land use decisions.

This PRE-APPLICATION CONFERENCE AND THE NOTES OF THE CONFERENCE ARE INTENDED TO INFORM the prospective applicant of the primary Community Development Code requirements applicable to the potential development of a particular site and to allow the City staff and prospective applicant to discuss the opportunities and constraints affecting development of the site.

PLEASE NOTE: The conference and notes cannot cover all Code requirements and aspects related to site planning that should apply to the development of your site plan. Failure of the staff to provide information required by the Code shall not constitute a waiver of the applicable standards or requirements. It is recommended that a prospective applicant either obtain and read the Zoning & Community Development Code or ask any questions of City staff relative to Code requirements prior to submitting an application.

P:\103_jobs\0301_00-Pacific Family Dental\load\03_SchematicDesign2\siteplan.dwg, 4/4/2006 11:18:27 AM



TOTAL PARKING: 50 SPACES

pacific family dental

site plan
march 23, 2006
scale: 1"=30'-0"



waterleaf

621 S.W. Morrison Suite 125
Portland, Oregon 97205
Phone: 503/228-7571
Fax: 503/273-8891



architecture, interiors & planning

Working Copy

WATERLEAF

www.waterleafarch.com

architecture, interiors & planning

March 27, 2007

Julia Hajduk
City of Sherwood
Senior Planner
22560 SW Pine St
Sherwood OR 97140



RE: File No: SP 06-07 Cedar Brook Professional Building

Dear Julia,

Attached is our response to the Staff Report along with the related drawings that we have updated to conform to the comments and standards set forth by the City of Sherwood. The drawings include related Architectural, Civil, and Landscape Plans.

If you have any questions, or need further information, please do not hesitate to call.

Thank you for your support throughout this project.

Waterleaf Architecture & Interiors

Dick Aanderud
Managing Partner

621 S.W. Morrison
Suite 125
Portland, OR 97205
Ph: 503-228-7571
Fx: 503-273-8891

**Cedar Brook Professional Building
File No: SP 06-07****Response to Staff Report**

C. Prior to Approval of Public Improvement Plans, the plans shall be consistent with the Engineering design standards, submittal requirements and conditions contained in this decision.

- C1: Revise Plans @ Handley and Cedar Brook
 a. At Handley Street provide a turnaround consistent with TVF & R dim standards. **By Civil Engineer - See letter from AKS Engineering.**
 b. At Handley Street provide improvements that include two travel lanes and 8'-0" parking lane.
By Civil Engineer - See letter from AKS Engineering.
 c. At Cedar Brook Way provide half street improvements.
By Civil Engineer - See letter from AKS Engineering.
- C2: Propose barricade location, design and signage at terminus of Cedar Brook Way.
By Civil Engineer - See letter from AKS Engineering.
- C3: Treatment of Water Run-Off Condition to be met via alternate proposed by AKS.
By Civil Engineer - See letter from AKS Engineering.
- C4: Revise plans which show all public utilities including Sherwood Broadband
By Civil Engineer - See letter from AKS Engineering.
- C5: Underground overhead utility lines along SW Pacific Highway or submit verification that voltage exceeds the exception criteria.
By Civil Engineer - See letter from AKS Engineering.
- C6: Provide 15 street trees along Handley Street and four street trees along SW Cedar Brook Way.
By Landscape Architect response and revised Landscaping Plans, Sheet L1.0 and Sheet L1.1

Prior to Final Site Plan Approval, the following are to be submitted to the Planning Department:

- D1: Submit documentation verifying that the plans comply with Capacity Allocation Program.
Based on Capacity Allocation Program (AP) vehicle trips are limited to 43 per acre. Based on approved trip generation analysis submitted by Kittelson and Associates, this site will produce 2.39 trips per 1,00 s.f. Thus, the site will produce 33.63 trips per acre. This results in a maximum gross building area of 14,071 sf. Total proposed building gross area is 14,005 sf. See Sheet G1.0.

*ok but would like letter
submit to see
we clearly*

*not there
Sheet G1.0 has 14,017*

- D2: Submit revised drawings showing the articulation of north entrance.
An entrance has been added off of Handley Street. A canopy provides articulation at this entrance. See Sheet A3.1 – Building Elevations.

- ok* D3: Revise landscape plan to include area along SW Pacific Highway between property and pavement or submit documentation from ODOT that they will not permit landscaping.
By Landscape Architect - See revised Landscaping Plans, Sheet L1.0 and Sheet L1.1.

- ? D4: Provide maintenance information for landscaping.
By Landscape Architect – See Project Specifications – Landscape Maintenance.

- ok* D5: Submit letter from Landscape Architect certifying that plants are native and/or the most appropriate for this location.
By Landscape Architect – See letter from Simp.L.

- OK* D6: Identify Loading Zone with Signage.
See Site Plan A1.1. Area has been identified with signage.
- (D7)* D7: Demonstrate compliance with minimum parking requirements.
The Leasable Building area is 11,724 sf. This area requires a total of 46 parking spaces. 46 parking spaces have been provided. See Site Plan A1.1.
- compact space side* *(D8)* D8: Revise parking plants to meet parking criteria.
Revise Landscaping at front of parking spaces to low growing vegetation.
By Landscape Architect - See revised Landscaping Plans, Sheet L1.0 and Sheet L1.1.
- OK* D9: Revise site plan to show wheel stops at all parking spaces abutting the landscaped visual corridor.
A curb and 3'-0" deep landscape area at front of parking stalls have been provided instead of wheelstops. See Site Plan A1.1.
- ows it inside riding?* *(D10)* D10: Revise location of bicycle rack to allow room for pedestrian access to building.
The location of the bicycle rack has been adjusted and does not interfere with pedestrian access to the building. See Site Plan A1.1.
- lot shown* *(D11)* D11: Revise driveway widths to 24'-0" at all locations.
See Site Plan A1.1.
- OK* D12: Revise plan to show a pedestrian connection from the eastern parking lot to the sidewalk at Handley.
See Site Plan A1.1.
- OK* D13: Submit verification from Pride Disposal that the location of the trash and recycling receptacle can be serviced by their trucks.
Condition has been met. See attached letter from Pride Disposal.
- Need approvals* *(D14)* D14: Obtain approval from ODOT for public improvement along Pacific Highway.
TSP standards indicate that this portion of highway is to remain a 5- way lane instead of the 7 lane as shown in the attachment to the staff report. The property owner has met improvement standards for the 5- Lane TSP. By Civil Engineer - See letter from AKS Engineering.
- (D15)* D15: Obtain Engineering Department approval for public improvements, including easements, along SW Handley and Cedar Brook Way.
By Civil Engineer - See letter from AKS Engineering.
- (D16)* D16: Provide a public access easement covering the walkway existing from Handley to the sidewalk along Pacific Highway.
By Civil Engineer - See letter from AKS Engineering.
- (D17)* D17: Obtain approval from the Engineering Department for the required sanitary sewer connection prior to issuance of building permits.
By Civil Engineer - See letter from AKS Engineering.
- (D18)* D18: Obtain approval from the Tualatin Valley Water District as verified in approved public improvement plans for the water system proposed.
By Civil Engineer - See letter from AKS Engineering.
- (D19)* D19: Submit confirmation from TVF & R that the hydrant location and design shown in the public improvement plans is acceptable.
By Civil Engineer - See letter from AKS Engineering.

D20: Submit revised plans that show compliance with TVF & R turning radius standards for the driveway and the hammerhead.
By Civil Engineer - See letter from AKS Engineering.

OK D21: Submit documentation of how the 16 inches dbh of tree mitigation will be accomplished.
By Landscape Architect - See letter from Simp.L.

D22: Modify the building locations or verify the exact location of utilities and submit a modified easement document covering the public utilities.
By Civil Engineer - See letter from AKS Engineering.

OK D23: Confirm that the entrance facing the eastern parking lot will be restricted to employees only.
See Site Plan A1.1.

PROPOSAL

Proposed Facility

Dr. Nathan Doyel, of Handle Properties, LLC, proposes the construction of a two-story dental office building, Cedar Brook Professional Building, at the intersection of SW Cedar Brook Way and SW Handley Avenue. The proposed plan consists of a 14,050 gross square foot building. Dr. Doyel's offices will be located in the ground floor space, which consists of 7,970 gross square feet and 6,805 leasable square feet. The second floor will consist of 6,080 gross square feet and 5,465 leasable square feet. Dr. Doyel plans to divide the second floor into two leasable spaces.

The site lies within the General Commercial (GC) Zoning District. The adjacent property to the South is zoned GC, as is the property across Handley Street to the North. The property across Cedar Brook Way to the West is zoned Low Density Residential (LDR). The LDR is located more than 100'-0" from the proposed site. No additional overlay zones exist for this site.

Easements on the site include 8'-0" Public Utility Easements at SW Handley Street and SW Cedar Brook Way. Additionally, this development is required to provide a 10'-0" landscaped visual corridor at SW Cedar Brook and a 25'-0" landscaped visual corridor at Highway 99.

Schools and Recreational Resources

The proposed development does not affect either the schools or the recreational resources within the area. All of the schools and parks noted on the vicinity map are located across Highway 99W. Increases in vehicular traffic near these sites will be negligible due to the distance and separation.

The following parks and schools are located within ½ mile of the site:

- Sherwood High School

The following parks and schools are located within 1 mile of the site:

- Sherwood Middle School
- Hopkins Elementary School
- Archer Glen School
- Stella Olson Park

The following parks and schools are located more than 1 mile from the site.

- Snyder Park

Public Transit

There are no public transit routes within 300 feet of the proposed development.

Bikeways/ Pathways

There are no existing routes within 300 feet.

BUILDING CONSTRUCTION

Materials:

The building will be constructed of durable, high quality materials including smooth faced masonry units and concrete panels. The building will have an aluminum storefront system and aluminum windows to match. Steel canopies will cover the main entrances to the building. Wood panels and a wood trellis have been incorporated to add warmth to the overall façade.

Colors:

CMU: Integral colored, smooth faced cmu; color ranging from light gray to light khaki.

Cementitious Panels: Integral colored panels ranging in color from medium gray to medium green.

Aluminum Storefront and Aluminum Windows: Factory applied finish varying from medium gray to medium green (to match cementitious panel)

Trellis: Clear finished structural members

Soffits: Clear finished wood panels with exposed wood structural members

Metal Panels: Ranging in color from medium gray to medium green

ECONOMIC DEVELOPMENT

The planned office space will house Pacific Family Dental, Wilson Orthodontics and Pediatric Dental Specialists. Each of these practices is currently housed in retail space in Sherwood. They are unable to grow further because of the physical size of the current facilities. The demand for their services has exceeded the abilities of the existing facilities. The current number employed by these practices is 23 and serves 5,500 patients. The new facilities are planned to employ 37 and serve 14,000 patients. This will result in approximately 46 employees per acre.

The projected cost of complete build out is \$4.2 million. Approximately \$1.1 million has been invested into the project to date including land, current equipment and development costs.

CITY OF SHERWOOD COMMUNITY DEVELOPMENT CODE DEVELOPMENT CRITERIA – SECTION 2

Zoning Code: General Commercial

Permitted Uses.(2.110.02):

The site is located in the General Commercial (GC) zoning district. Dental and professional offices are a permitted use in the GC zone.

Dimensional Standards (2.110.05)

Lot Dimensions

The lot area is required to be a minimum of 10,000 Sq Ft. The lot to be developed is 34,053 sq ft. The lot width at the front property line and at the building line must be at least 70 ft. Lot lines for the proposed development exceed 70 feet at both the property line and at the building line.

Setbacks Required:

The GC zone does not have required building setbacks unless it abuts a residential zone. The property adjacent to our site is zoned GC, therefore no setbacks are required.

Height:

The maximum allowed building height of structures is 50'-0". Secondary building elements may extend above the maximum building height. The proposed building height is 30'-0". The top of the screen wall for the mechanical units will be approximately 34'-0" high.

Clear Vision Areas (2.300):

At the intersection of SW Handley Street and SW Cedar Brook Way, a clear vision area that extends 15'-0" from each property line has been provided. Low lying shrubs and ground cover will be planted within this area.

COMMUNITY DESIGN – SECTION 5

SITE PLAN REVIEW: REQUIRED FINDINGS.(5.102.04):

Item A:

The proposed development meets applicable zoning district standards and all provisions of Chapters 5, 6, 8 and 9. See following commentary on Chapters 5, 6, 8 and 9.

Item B:

The proposed civil engineering drawings show the provision of all public facilities to the Site, including water, sanitary sewer, and storm sewer. Due to the commercial nature of the site, no areas for parks or open space will be provided. Public safety issues will be addressed as part of the building permit. However, the adjacent road dedication includes a hammerhead turnaround to ensure access via fire trucks.

Item C:

Covenants, agreements and other specific documents are adequate to assure an acceptable method of ownership, management, and maintenance of structures, landscaping, and other on-site features. The site is owned and being developed by Handle Properties, Inc.

Item D:

There are no significant natural features on site.

Item E:

The proposed use satisfies the requirement of Section 6.307 Highway 99W Capacity Allocation Program. The Highway 99W Capacity Allocation Program limits trips for a regulated activity to forty-three (43) net trips per acre. The site is .782 acres in size resulting in an allowed 33.63 trips per site. The proposed development will generate 2.39 average daily trips per 1,000 gross square feet. Therefore, the maximum building area allowed equals 14,071sf. ($1000 \text{ sf} \times 33.63 \text{ trips} / 2.39 \text{ average daily trips} = 14,071 \text{ sf}$). The proposed building is 14,050 sf. See attached Traffic Impact Analysis prepared by Kittelson and Associates. (Located in Section 4)

Item F:

See attached Traffic Impact Analysis by Kittelson and Associates. (Located in Section 4)

Item G:

The proposed commercial development is oriented to the pedestrian and bicycle. No planned transit facilities exist. Urban design standards include the following:

- The primary, front entrance is angled toward Handley Street.
- The building is located adjacent to and parallel to Handley Street. A planting strip of 8'-0" separates the building from Handley Street.
- The building is constructed of durable, high quality materials including masonry units and concrete panels. The building will have an aluminum storefront system and aluminum windows to match. Steel canopies cover the main entrances to the building. Wood panels and a wood trellis have been incorporated to add warmth to the overall façade.

LANDSCAPING STANDARDS (5.203)

Perimeter Screening and Buffering (5.203.01)

The adjacent property to the South is designated General Commercial. As a result a 6'-0" high site obscuring fence, decorative masonry wall, or evergreen screen is not required at the property line between the building and the adjacent property to the south. However, in order to screen the existing residential unit and to maintain a cohesive landscaping appearance, the landscaping adjacent to the building will match the appearance of the landscaping adjacent to the parking lots, which do require a 6'-0" evergreen screen.

Parking and Loading Areas (5.203.02)

Total Landscaped Area

All areas not covered by buildings, required parking, and circulation drives will be landscaped. Total landscaped area is 12,086 sf. All plants will be native to the Pacific Northwest. See Landscaping Plan.

Adjacent to Public Right of Way

A 10'-0" wide landscaped strip has been provided to screen parking areas at Handley Street and at Cedar Brook Way. These areas have been landscaped with evergreen hedges, ground cover and trees. They will form a permanent year-round 3'-0" screen

Perimeter Landscaping

A 10'-0" wide landscaped strip has been provided between the abutting property and the parking area. A 6'-0" tall sight obscuring landscape screen will be provided.

Landscaping at Points of Access

Minimum sight distances have been maintained at all private access ways. See Site Plan A1.1.

Visual Corridors (5.203.03)

A 25'-0" wide landscaped visual corridor has been provided at Highway 99W. The quantity of trees provided is greater than the number of trees that would be required if the trees were spaced evenly at 25'-0" on center spacing. The trees at the corridor will be grouped to maintain sight lines to the building and building signage.

OFF STREET LOADING STANDARDS (5.303)

Minimum Loading Standards (5.302.01)

A minimum loading area of 10'-0" x 25'-0" is required in buildings under 20,000 square feet. As required by the zoning code, this area is separate from designated off-street parking areas and designed to prevent the encroachment of delivery vehicles onto off-street parking areas or public streets. The loading area has been provided at the Back (East) Lot adjacent to the building entrance. The loading zone has an unobstructed height exceeding 14'-0". The layout of the parking lot and loading zone allows for easy truck access and circulation.

MINIMUM NON-RESIDENTIAL CIRCULATION STANDARDS (5.403)

Driveways (5.403.01)

The proposed development has two separate parking areas both with under 50 parking spaces each. As a result, both have been provided with one (1) two-way driveway with a width of 24'-0".

Sidewalks and Curbs (5.403.02)

Sidewalks extend from the main entrance/exit to the public right of way. The sidewalk at the main entrance provides access to the on-grade parking area. An additional sidewalk connects the building to the loading area and solid waste storage. The on-site sidewalks will be 6'-0" wide and will conform to all ADA standards. A public walkway will extend from Handley Street to SW Pacific Highway (Highway 99) as part of the street vacation/dedication.

ON SITE VEHICLE CIRCULATION

Connection to Streets (5.404.03)

All ingress and egress driveways connect directly to Handley Street.

ON SITE STORAGE (5.500)

Solid Waste Storage (5.502)

A solid waste receptacle is located at the east end of the building. A 6'-0" high masonry wall screens the trash area from the street. The trash receptacles are accessible via the loading area.

SIGNS (5.700.02)

Free Standing Signs:

Because street frontage exceeds 300', the site is permitted two multi-faced free standing signs. One (1) free standing monument sign that is a maximum of 10' x 15' will be provided on the corner of SW Handley Street and SW Cedar Brook Way. One (1) free standing pole sign that is a maximum of 10' x 15" will be provided at SW Pacific Highway. The pole sign will be a maximum of 25'-0" high.

Wall Signs:

In combination with banner and projecting signs, shall not exceed twenty percent (20%) of the gross area face of the building to which the sign is attached. Signs at interior windows shall be included. Min 30 sf is guaranteed; max. 250sf. The sign may not project more than 1 ½ feet. One (1) 12' x 10' wall sign will be provided at the Southeast corner of the building. See East Elevation for location.

Projecting Wall Signs:

No projecting wall signs will be provided for this building.

PUBLIC IMPROVEMENTS – SECTION 6 STREETS (6.300)

Half street improvements will be made as the result of a street vacation/dedication at the extension of SW Handley Street located to the North of the site. These improvements will include the construction of curbs, gutters and sidewalks. Previous improvements at SW Cedar Brook Way will remain. Additional improvements of Cedar Brook Way to meet City standards for local street improvements will be implemented as part of this improvement. Street trees spaced at 25'-0" on center, will be provided along the street frontage at Handley Street and Cedar Brook Way. Additionally, street trees will be provided at SW Pacific Highway (Highway 99). Trees at SW Pacific Highway will be grouped to allow view of the building from SW Pacific Highway. The number provided will equal the number required if the trees had been spaced equally at 25'-0" on center.

OFF STREET PARKING STANDARDS (5.302)

Minimum Parking Standards (5.302.02)

Space allotments are based on a minimum of 3.9 Spaces per 1,000 Sq. Ft. of Leasable Space. Leasable Space for the proposed building equals 12,270 square feet. Therefore, **48 spaces are required.**

Sherwood Zoning Code requires the following parking stall standards:

Standard parking spaces: 9'-0" x 20'-0"

Compact parking spaces: 8' x 18'. Twenty-five percent (25%) of the 48 required spaces may be compact.

Thus, 12 spaces may be compact.

ADA parking spaces: Two (2) spaces are required to be ADA. They share an 8'-0" access aisle and have been provided with appropriate signage.

Wheelstops: A wheel stop that is 4" height and 3'-0" back from the front of the parking stall must be provided at all parking spaces.

Based on item 5.302.02F, Credit for On-Street Parking, the amount of off-street parking required shall be reduced by one off-street parking space for every on-street parking space adjacent to the development which meets City required standards. Eight (8) 24'-0" x 9'-0" parallel parking spaces have been provided on Handley Street. Two (2) 24'-0" x 9'-0" parallel parking spaces have been provided on Cedar Brook Way. All ten spaces are adjacent to the development. An agreement between Handle Properties, LLC and Patrick Lucas, the property owner north of SW Handley Road, has been reached in which it has been agreed that Nathan will have full right to on street parking for his development.

Total Spaces Provided:	
Front Lot (West)	15 spaces
Standard	13 spaces
ADA	2 spaces
Back Lot (East)	23 spaces
Standard	11 spaces
Compact	12 spaces
On street parking	10 spaces

TOTAL SPACES PROVIDED: 48 spaces

Proposed Revisions To Parking Stall Standards:

In order to reduce paving on site, landscaped areas will be provided at the front of all standard sized stalls. In lieu of a wheel stop that is 4" height and 3'-0" back from the front of the parking stall, a 3'-0" landscaping area with a 6" curb will be provided at the front of each parking stall. This additional 3'-0" of landscaping will not encroach into the required setbacks or easements. In front of the ADA parking stalls, paving will be provided instead of landscaping. In order to prevent any conflict between cars and pedestrians at this area, a bollard will be installed at the front edge of the 20'-0" stall. Signage for the ADA parking will be attached to these bollards.

See Section 5, Appendix 1: *Section at Parking Stall with Planting Strip* for a site section showing the approved Sherwood City parking requirements as well as our proposed substitution.

See Section 5, Appendix 2: *Portland Standard Parking Space with a Planting Strip* for an example of an established Portland City standard allowing landscaping at the front portion of a parking stall. This standard allows for a 16'-0" long parking stall with a 2'-0" planting strip at the front end of the stall. We are requesting a 20'-0" parking stall with a 3'-0" planting strip at the front end of the stall.

Miscellaneous Standards, Section E Bicycle Parking Facilities (5.302.03)

This development must provide three (3) bike parking spaces or 1 per 20 auto spaces, whichever is greater. (48/20 = 2.4) Three (3) bicycle parking spaces have been provided near the front entry of the building. The spaces are covered by an overhead canopy and visible from the SW Handley Street.

HIGHWAY 99W CAPACITY ALLOOCATION PROGRAM (CAP) (6.307)

The Highway 99W Capacity Allocation Program limits trips for a regulated activity to forty-three (43) net trips per acre. The site is .782 acres in size resulting in an allowed 33.63 trips per site. The proposed development will generate 2.39 average daily trips per 1,000 gross square feet. Therefore, the maximum building area allowed equals 14,071sf. ($1000 \text{ sf} \times 33.63 \text{ trips} / 2.39 \text{ average daily trips} = 14,071 \text{ sf}$). The proposed building is 14,050 sf. See attached Traffic Impact Analysis prepared by Kittelson and Associates. (Located in Section 4.)

ENVIRONMENTAL RESOURCES – SECTION 8

VISUAL CORRIDORS (8.304.04)

New developments shall be required to establish landscaped visual corridors as follows (8.304.04):

<u>Category</u>	<u>Width</u>
Highway 99W	25 feet
Arterial	15 feet
Collector	10 feet

A 10'-0" landscaped visual corridor has been provided at SW Cedar Brook, which is designated as a collector street. A 25'-0" landscaped visual corridor has been provided at Highway 99W.

FLOOD PLAIN OVERLAY (8.202)

The site is not located within a flood plain overlay zone.

WETLANDS, HABITAT AND NATURAL AREAS (8.305)

The existing site is undeveloped. However, under previous ownership it has been revised from its natural state so that there are no discernable natural features, wetlands or woodlands remaining. Some trees that were planted as part of the original street right of way on this property will be removed and replaced with native trees as part of the proposed site improvements. See Letter from Landscape Architect regarding tree removal both on and off site. (Located in Section 5.)

13-001610

Service Provider Letter

This form and the attached conditions will serve as your Service Provider Letter in accordance with Clean Water Services Design and Construction Standards (R&O 07-20).

Jurisdiction:	<u>Sherwood</u>	Review Type:	<u>No Impact</u>
Site Address / Location:	<u>17680 SW Handley ST</u> <u>Sherwood, OR 97140</u>	SPL Issue Date:	<u>July 01, 2013</u>
		SPL Expiration Date:	<u>July 01, 2015</u>

Applicant Information:

Name _____
 Company AKS ENGINEERING & FORESTRY, LLC
13910 SW GALBREATH DR
 Address SHERWOOD OR 97140
SUITE 100
 Phone/Fax (503) 925-8799
 E-mail: monty@aks-eng.com

Owner Information:

Name _____
 Company AKS ENGINEERING & FORESTRY, LLC
13910 SW GALBREATH DR
 Address SHERWOOD OR 97140
SUITE 100
 Phone/Fax (503) 925-8799
 E-mail: monty@aks-eng.com

Tax lot ID

2S130CD01600

Development Activity

Commercial Development

Pre-Development Site Conditions:

Sensitive Area Present: On-Site Off-Site
 Vegetated Corridor Width: 50
 Vegetated Corridor Condition: Degraded

Post Development Site Conditions:

Sensitive Area Present: On-Site Off-Site
 Vegetated Corridor Width: 50

Enhancement of Remaining Vegetated Corridor Required:

Square Footage to be enhanced: 18,199

Encroachments into Pre-Development Vegetated Corridor:

Type and location of Encroachment:	Square Footage:
<u>None</u>	<u>0</u>
_____	_____
_____	_____

Mitigation Requirements:

Type/Location	Sq. Ft./Ratio/Cost
<u>No Mitigation Required</u>	<u>0</u>
_____	_____
_____	_____

Conditions Attached Development Figures Attached (2) Planting Plan Attached Geotech Report Required

This Service Provider Letter does NOT eliminate the need to evaluate and protect water quality sensitive areas if they are subsequently discovered on your property.

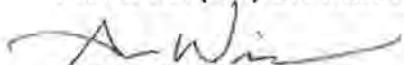
- 16. **Maintenance and monitoring requirements shall comply with R&O 07-20, Section 2.11.2. If at any time during the warranty period the landscaping falls below the 80% survival level, the owner shall reinstall all deficient planting at the next appropriate planting opportunity and the two-year maintenance period shall begin again from the date of replanting.**
- 17. **Performance assurances for the Vegetated Corridor shall comply with R&O 07-20, Section 2.06.2, Table 2-1 and Section 2.10, Table 2-2.**
- 18. **Clean Water Services shall require an easement over the Vegetated Corridor conveying storm and surface water management to Clean Water Services that would prevent the owner of the Vegetated Corridor from activities and uses inconsistent with the purpose of the corridor and any easements therein.**

SPECIAL CONDITIONS

- 19. **Final construction plans shall include landscape plans.** In the details section of the plans, a description of the methods for removal and control of exotic species, location, distribution, condition and size of plantings, existing plants and trees to be preserved, and installation methods for plant materials is required. Plantings shall be tagged for dormant season identification and shall remain on plant material after planting for monitoring purposes.
- 20. **A Maintenance Plan shall be included on final plans** including methods, responsible party contact information, and dates (minimum two times per year, by June 1 and September 30).
- 21. **Final construction plans shall clearly depict the location and dimensions of the sensitive area and the Vegetated Corridor** (indicating good, marginal, or degraded condition). Sensitive area boundaries shall be marked in the field.
- 22. Protection of the Vegetated Corridors and associated sensitive areas shall be provided by the installation of permanent fencing and signage between the development and the outer limits of the Vegetated Corridors. **Fencing and signage details to be included on final construction plans.**

This Service Provider Letter is not valid unless CWS-approved site plan is attached.

Please call (503) 681-3653 with any questions.


Amber Wierck
Environmental Plan Review

Attachments (2)

CWS # 13-1610

Sensitive Areas Certification Form

1. Property Information (example 1S234AB01400)

Tax lot ID(s): Tax lot 1800 of tax map 2S 1 30CD
and tax lot 2100 of tax map 2S 1 31BA

Site Address: 17680 SW Handley Street

City, State, Zip: Sherwood, OR 97140

Nearest Cross Street: Meinecke Pkwy and Pacific Hwy

2. Owner Information

Name: Nathan Doyel

Company:

Address: 17680 SW Handley Street, #101

City, State, Zip: Sherwood, OR 97140

Phone/Fax:

E-Mail: nathan@doyels.com

3. Development Activity (check all that apply)

- Addition to Single Family Residence (rooms, deck, garage)
- Lot Line Adjustment
- Residential Condominium
- Residential Subdivision
- Single Lot Commercial
- Other Parking area
- Minor Land Partition
- Commercial Condominium
- Commercial Subdivision
- Multi Lot Commercial

4. Applicant Information

Name: Monty Hurley

Company: AKS Engineering and Forestry

Address: 13910 SW Galbreath Drive, Ste 100

City, State, Zip: Sherwood, OR 97140

Phone/Fax: 503-925-8799 / 503-925-8969

E-Mail: monty@aks-eng.com

5. Check any of the following that apply to this project.

- Adds less than 500 square feet of impervious surface.
- Does not encroach closer to the Sensitive Area than existing development on the property.
- Is not located on a slope greater than 25%.

6. Applicant Information

Name:

Company:

Address:

City, State, Zip:

Phone/Fax:

E-Mail:

CWS File #
13-1610
payment

7. Will the project involve any off-site work? Yes No Unknown (check appropriate box)

If yes, location and description of off-site work

8. Additional comments or information that may be needed to understand your project

Sensitive Areas Certification Form (continued)**9. An on-site, water quality sensitive area reconnaissance was completed on:**

Date	By	Title	Company
May 1, 2013	Stacey Reed	Wetland Scientist	SWCA Environmental Consultants

10. Existence of Water Quality Sensitive Areas (check all appropriate boxes)

As defined in the Districts Design and Construction Standards:

- A. Water-quality-sensitive areas do do not exist on the tax lot.
- B. Water-quality-sensitive areas do do not exist within 200' on adjacent properties, or unable to evaluate adjacent property.
- C. Vegetated corridors do (18,199 SF) do not exist on the tax lot.
- D. Vegetated corridors do do not exist within 200' on adjacent properties, or unable to evaluate adjacent property.
- E. Impacts to sensitive areas and/or vegetated corridors will occur On-site Off-site None proposed at this time.
- F. If impacts, mitigation is On-site Off-site Other _____

11. Simplified Site Assessment containing the following information: (check only items submitted).

Please refer to Design and Construction Standards 07-20 section 3.02.2 for application requirements.

- Complete Certification Form (2 pages)
- Written description of the site and proposed activity.
- Site plan of the entire property.
- Photographs of the site labeled and keyed to the site plan.

12. Standard Site Assessment containing the following information: (check only items submitted).

Please refer to Design and Construction Standards 07-20 section 3.02.2 for application requirements.

- Complete Certification Form (2 pages)
- Written description per Design and Construction Standards 07-20 section 3.13.3 b. 1
- Wetland Data sheets
- Vegetated Corridor Data sheets
- Existing Site Condition Figures
- Proposed Development Figures

By signing this form the Owner, or Owner's authorized agent or representative, acknowledges and agrees that employees of Clean Water Services have authority to enter the project site at all reasonable times for the purpose of inspecting project site conditions and gathering information related to the project site.

I certify that I am familiar with the information contained in this document, and to the best of my knowledge and belief, this information is true, complete, and accurate.

Applicant:

Nathan Doyel

Print/Type Name

Signature

Print/Type Title

Date

Owner

June 7, 2013

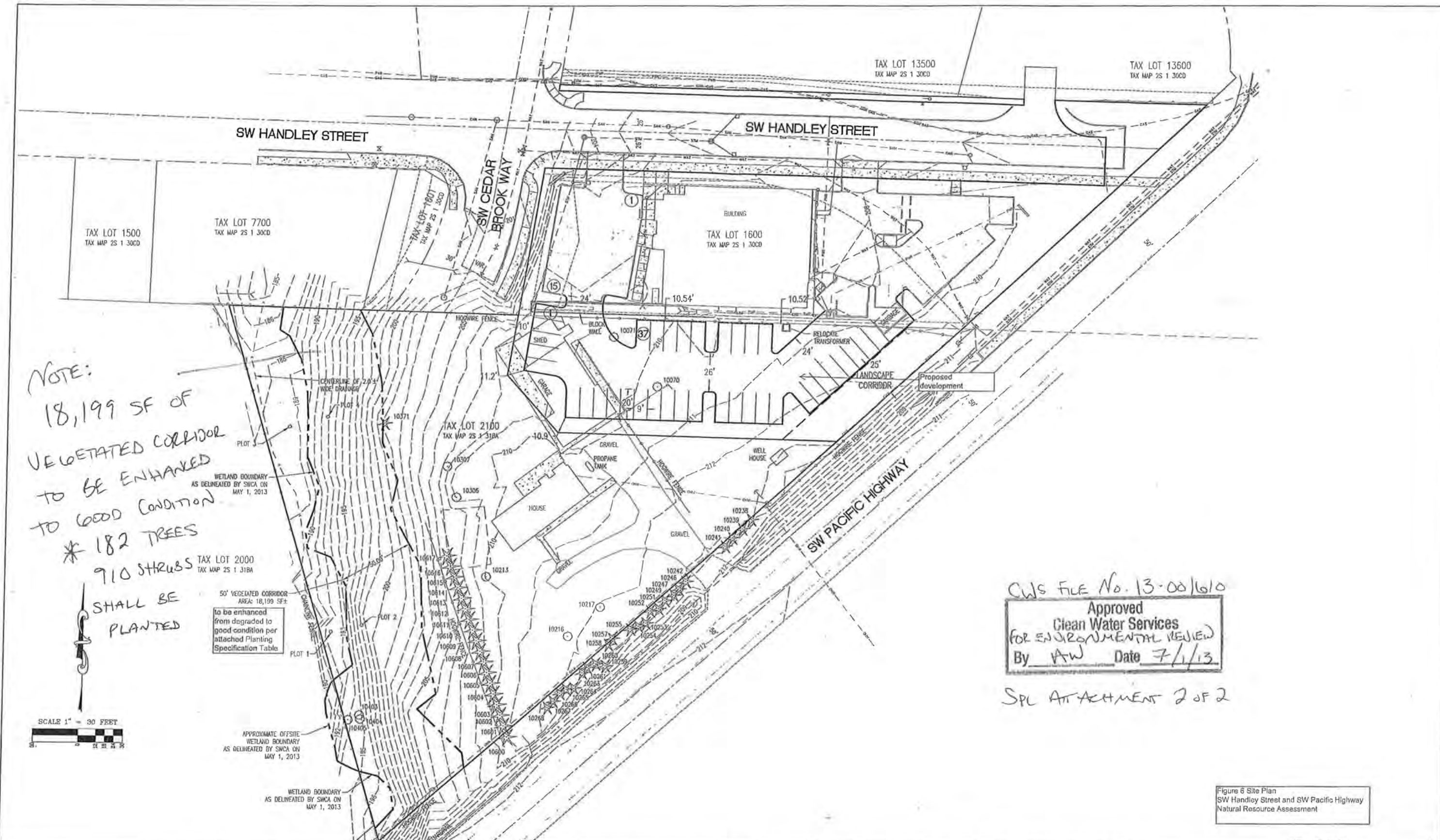


Figure 6 Site Plan
SW Handley Street and SW Pacific Highway
Natural Resource Assessment

DATE: 05-24-13

REVISIONS:

**PRELIMINARY
SITE IMPROVEMENT
PLAN**

ENGINEERING • PLANNING
SURVEYING • FORESTRY
LICENSED IN OR, WA & AK

13910 SW GALBREATH DR., SUITE 100
SHERWOOD, OR 97140
PHONE: (503) 925-8799
FAX: (503) 925-8989

Offices Located In:
SHERWOOD, OREGON
REDMOND, OREGON
VANCOUVER, WASHINGTON
www.aks-eng.com

DESIGNED BY: DG	DRAWING NO.: 2721MPL
DRAWN BY: RSW	SCALE: AS NOTED
CHECKED BY: MGH	
PREPARED FOR:	NATHAN DOYEL 17680 SW HANDLEY ST # 101 SHERWOOD, OR 97140

**17680 SW HANDLEY ST AND
22065 SW PACIFIC HWY**

SHERWOOD OREGON
TAX LOTS 1650 AND 2100 WASHINGTON COUNTY TAX MAPS 25130CD AND 25131BA

PRELIMINARY NOT FOR CONSTRUCTION	JOB NUMBER 2721
	SHEET 1



Clean Water Services File Number

13-001610

Sensitive Areas Certification Form

<p>1. Property Information (example 1S234AB01400) Tax lot ID(s): Tax lot 1600 of tax map 2S 1 30CD and tax lot 2100 of tax map 2S 1 31BA</p> <hr/> <p>Site Address: 17680 SW Handley Street City, State, Zip: Sherwood, OR 97140 Nearest Cross Street: Meinecke Pkway and Pacific Hwy</p>	<p>2. Owner Information Name: Nathan Doyel Company: Address: 17680 SW Handley Street, #101 City, State, Zip: Sherwood, OR 97140 Phone/Fax: E-Mail: nathan@doyels.com</p>
<p>3. Development Activity (check all that apply)</p> <p><input type="checkbox"/> Addition to Single Family Residence (rooms, deck, garage) <input type="checkbox"/> Lot Line Adjustment <input type="checkbox"/> Minor Land Partition <input type="checkbox"/> Residential Condominium <input type="checkbox"/> Commercial Condominium <input type="checkbox"/> Residential Subdivision <input type="checkbox"/> Commercial Subdivision <input type="checkbox"/> Single Lot Commercial <input type="checkbox"/> Multi Lot Commercial Other Parking area</p>	<p>4. Applicant Information Name: Monty Hurley Company: AKS Engineering and Forestry Address: 13910 SW Galbreath Drive, Ste 100 City, State, Zip: Sherwood, OR 97140 Phone/Fax: 503-925-8799 / 503-925-8969 E-Mail: monty@aks-eng.com</p>
<p>5. Check any of the following that apply to this project.</p> <p><input type="checkbox"/> Adds less than 500 square feet of impervious surface. <input type="checkbox"/> Does not encroach closer to the Sensitive Area than existing development on the property. <input checked="" type="checkbox"/> Is not located on a slope greater than 25%.</p>	<p>6. Applicant Information Name: _____ Company: _____ Address: _____ City, State, Zip: _____ Phone/Fax: _____ E-Mail: _____</p>
<p>7. Will the project involve any off-site work? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Unknown (check appropriate box) If yes, location and description of off-site work _____ _____ _____ _____ _____</p>	
<p>8. Additional comments or information that may be needed to understand your project _____ _____ _____ _____ _____</p>	

Sensitive Areas Certification Form (continued)**9. An on-site, water quality sensitive area reconnaissance was completed on:**

Date	By	Title	Company
May 1, 2013	Stacey Reed	Wetland Scientist	SWCA Environmental Consultants

10. Existence of Water Quality Sensitive Areas (check all appropriate boxes)

As defined in the Districts Design and Construction Standards:

- A. Water-quality-sensitive areas do do not exist on the tax lot.
- B. Water-quality-sensitive areas do do not exist within 200' on adjacent properties, or unable to evaluate adjacent property.
- C. Vegetated corridors do (18,199 SF) do not exist on the tax lot.
- D. Vegetated corridors do do not exist within 200' on adjacent properties, or unable to evaluate adjacent property.
- E. Impacts to sensitive areas and/or vegetated corridors will occur On-site Off-site None proposed at this time.
- F. If impacts, mitigation is On-site Off-site Other _____

11. Simplified Site Assessment containing the following information: (check only items submitted).

Please refer to Design and Construction Standards 07-20 section 3.02.2 for application requirements.

- Complete Certification Form (2 pages)
- Written description of the site and proposed activity.
- Site plan of the entire property.
- Photographs of the site labeled and keyed to the site plan.

12. Standard Site Assessment containing the following information: (check only items submitted).

Please refer to Design and Construction Standards 07-20 section 3.02.2 for application requirements.

- Complete Certification Form (2 pages)
- Written description per Design and Construction Standards 07-20 section 3.13.3 b. 1
- Wetland Data sheets
- Vegetated Corridor Data sheets
- Existing Site Condition Figures
- Proposed Development Figures

By signing this form the Owner, or Owner's authorized agent or representative, acknowledges and agrees that employees of Clean Water Services have authority to enter the project site at all reasonable times for the purpose of inspecting project site conditions and gathering information related to the project site.

I certify that I am familiar with the information contained in this document, and to the best of my knowledge and belief, this information is true, complete, and accurate.

Applicant:
Nathan Doyel

Print/Type Name

Signature

Owner
Print/Type Title

Date



Sound Science. Creative Solutions.

Portland Office
 1220 SW Morrison, Suite 700
 Portland, Oregon 97205
 Tel 503.224.0333 Fax 503.224.1851
 www.swca.com

Natural Resource Assessment

To: Amber Wierck, Clean Water Services
Cc: Nathan Doyel, Applicant
 Chris Goodell, AKS Engineering and Forestry
From: Stacey Reed, Wetland Scientist
Date: May 13, 2013
Subject: Request for Service Provider Letter
 17680 SW Handley Street and 22065 SW Pacific Highway
 Sherwood, Washington County, Oregon
 Tax lot 1600 of tax map 2S 1 30CD and tax lot 2100 of tax map 2S 1 31BA

INTRODUCTION AND BACKGROUND

SWCA Environmental Consultants (SWCA) was contracted by Nathan Doyel to conduct a wetland delineation and natural resource assessment at 17680 SW Handley Street (tax lot 2100 of tax map 2S 1 31BA) and 22065 SW Pacific Highway (tax lot 1600 of tax map 2S 1 30CD) located in Sherwood, Washington County, Oregon (Figures 1 and 2). The proposed project is to create paved parking on tax lot 2100 immediately south of the existing development on tax lot 1600. Palustrine emergent (PEM) wetlands and a perennial tributary to Cedar Creek that flows northerly are present along the western portion of tax lot 2100. The on-site wetlands have an adjacent slope of less than 25 percent, requiring a 50-foot-wide vegetated corridor. No vegetated corridor impacts are proposed. This memorandum has been prepared to meet CWS' Natural Resource Assessment requirements listed under Chapter 3 of the June 2007 (amended August 2008) R&O Design and Construction Standards.

EXISTING CONDITIONS

Tax lot 1600 is developed with commercial buildings and paved parking. A single-family residence and gravel parking are present in the northeastern portion of tax lot 2100. A tributary to Cedar Creek flows northerly near the western site boundary of tax lot 2100. Floodplain wetlands were delineated extending on-site adjacent to the right bank of the tributary. The existing home on tax lot 2100 is positioned on a higher elevation flat area with a westerly slope down to the tributary and wetlands. The adjacent land use is commercial and residential.

According to the Natural Resources Conservation Service (NRCS) Washington County, Oregon area soil survey, hydric Wapato silty clay loam (Unit 43) and Huberly silt loam (Unit 22) are mapped in the western portion of the site along the tributary and adjacent wetlands. Non-hydric Quatama loam with 0 to 3% slopes (Unit 37A), 7 to 12% slopes (Unit 37C), and 12 to 20% slopes (Unit 37D) are mapped throughout the remainder of the study area (Figure 3). Quatama loam soils may have hydric Huberly inclusions. According to the City of Sherwood Local Wetland Inventory (LWI) map, wetlands are mapped in the western portion of the study area (Figure 4). Our site investigation generally agrees with the LWI mapping.

Water Quality Sensitive Resources

The methodology used for determining the presence of wetlands and for delineating wetland boundaries followed the routine approach of the U.S. Army Corps of Engineers' (Corps') *Wetlands Delineation Manual* (Environmental Laboratory 1987) and the *Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Western Mountains, Valleys, and Coast Region (Version 2.0)* (Corps 2010), used by both the Corps and the Oregon Department of State Lands (DSL). Fieldwork for delineating the wetland boundaries was conducted on May 1, 2013, by Stacey Reed and Taya MacLean. Soils, vegetation, and indicators of hydrology were recorded at four sample plot locations to document site conditions (Wetland determination data sheets and a list of vegetation observed on the site with scientific names are attached).

The tributary flows northerly through culverts under SW Pacific Highway and generally meanders immediately off-site to the north, except for a small segment of the stream that flows through the northwest corner of tax lot 2100. Palustrine scrub-shrub (PSS) wetlands dominated by willow are present immediately off-site adjacent to the tributary. On-site PEM floodplain wetlands dominated by spreading rush, reed canarygrass, rice cut grass, subartic lady fern, and common horsetail were documented at Plots 1 and 3. The wetland boundary was well defined by a change in the vegetation community from spreading rush, subartic lady fern, or reed canarygrass in wetland to colonial bentgrass, tall fescue, and Himalayan blackberry in the adjacent upland. Along with the change in the vegetation community, there was a distinct change in topography from the low-elevation concave floodplain wetlands to the adjacent steep hillslope (fill slope) convex upland. Adjacent uplands also lacked hydric soil and wetland hydrology indicators, as documented at paired Plots 2 and 4.

The on-site wetland boundaries and Plots 1 through 4 were flagged in the field by SWCA on May 1, 2013, and their locations were professionally land surveyed by AKS Engineering and Forestry (Figure 5, Existing Condition).

Extent of Vegetated Corridor

The slope adjacent to the floodplain wetland is less than 25 percent, which requires a 50-foot-wide vegetated corridor. The total on-site vegetated corridor is 18,199 square feet. The extent of on-site corridor is shown in Figure 5.

Existing Condition of the Vegetated Corridor

The existing condition of the on-site vegetated corridor was determined according to CWS vegetated corridor standards, which are based upon the presence of tree canopy and percent cover of native trees, shrubs, and groundcovers. All of the corridor on the site lacked woody vegetation and was generally dominated by newly sprouting Himalayan blackberry, tall fescue, colonial bentgrass, Canadian thistle, and large sweet vernal grass. The corridor was determined to be in *degraded* condition, as documented at VECO Plot A (Wetland Determination Plot 2). The location of the vegetated corridor plot is shown in Figure 5. Representative photos of the existing condition of the vegetated corridor are also attached for reference.

PROPOSED VEGETATED CORRIDOR IMPACTS

The project will not result in any permanent or temporary vegetated corridor impacts. The proposed site plan is included as Figure 6 and involves constructing approximately 12,700 square feet of paved parking and curb area in the northern portion of tax lot 2100.

VEGETATED CORRIDOR ENHANCEMENT

All of the 18,199 square feet of on-site *degraded* condition vegetated corridor on tax lot 2100 will be enhanced to *good* condition. The attached vegetated corridor planting specification table lists the species, size, spacing, and quantities recommended for the vegetated corridor enhancement areas. The proposed planting specifications are in accordance with Appendix A, Planting Requirements, of CWS' updated Design and Construction Standards (R&O 07-20). This is only a recommended list of native plant species that can be used in the vegetated corridor. Final selection of plants may be revised, but plants must be native and planted at densities consistent with CWS planting requirements.

Please do not hesitate to contact me with any questions concerning the proposed project.

REFERENCES

- Environmental Laboratory. 1987. *Corps of Engineers Wetlands Delineation Manual*. Technical Report Y-87-1. Online edition. Vicksburg, Mississippi: U.S. Army Engineer Waterways Experiment Station. Available at: <http://el.erdc.usace.army.mil/wetlands/pdfs/wlman87.pdf>.
- Natural Resources Conservation Service (NRCS). 2013. Hydric soils in Washington County area, Oregon (survey version 6 dated March 20, 2007). Available at: <http://www.or.nrcs.usda.gov/technical/soil/hydric.html>. Accessed April 2013.
- . 2013. Online soil survey. Available at: <http://websoilsurvey.nrcs.usda.gov/app/>. Accessed April 2013 (link no longer active).
- U.S. Army Corps of Engineers. 2010. Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Western Mountains, Valleys, and Coast Region (Version 2.0), ed. J.S. Wakeley, R.W. Lichvar, and C.V. Noble. ERDC/EL TR-10-3. Vicksburg, Mississippi: U.S. Army Engineer Research and Development Center.

List of Figures:

- Figure 1. U.S. Geological Survey site location map
- Figure 2. Tax lot map
- Figure 3. Soil survey map
- Figure 4. City of Sherwood LWI map
- Figure 5. Existing conditions
- Figure 6. Site plan



List of Attachments:

Table of On-Site Vegetation

VECO Data Sheet (Plot A)

Representative On-site Vegetated Corridor Photographs

Vegetated Corridor Enhancement Planting Specifications, May 13, 2013

Sensitive Areas Certification Form

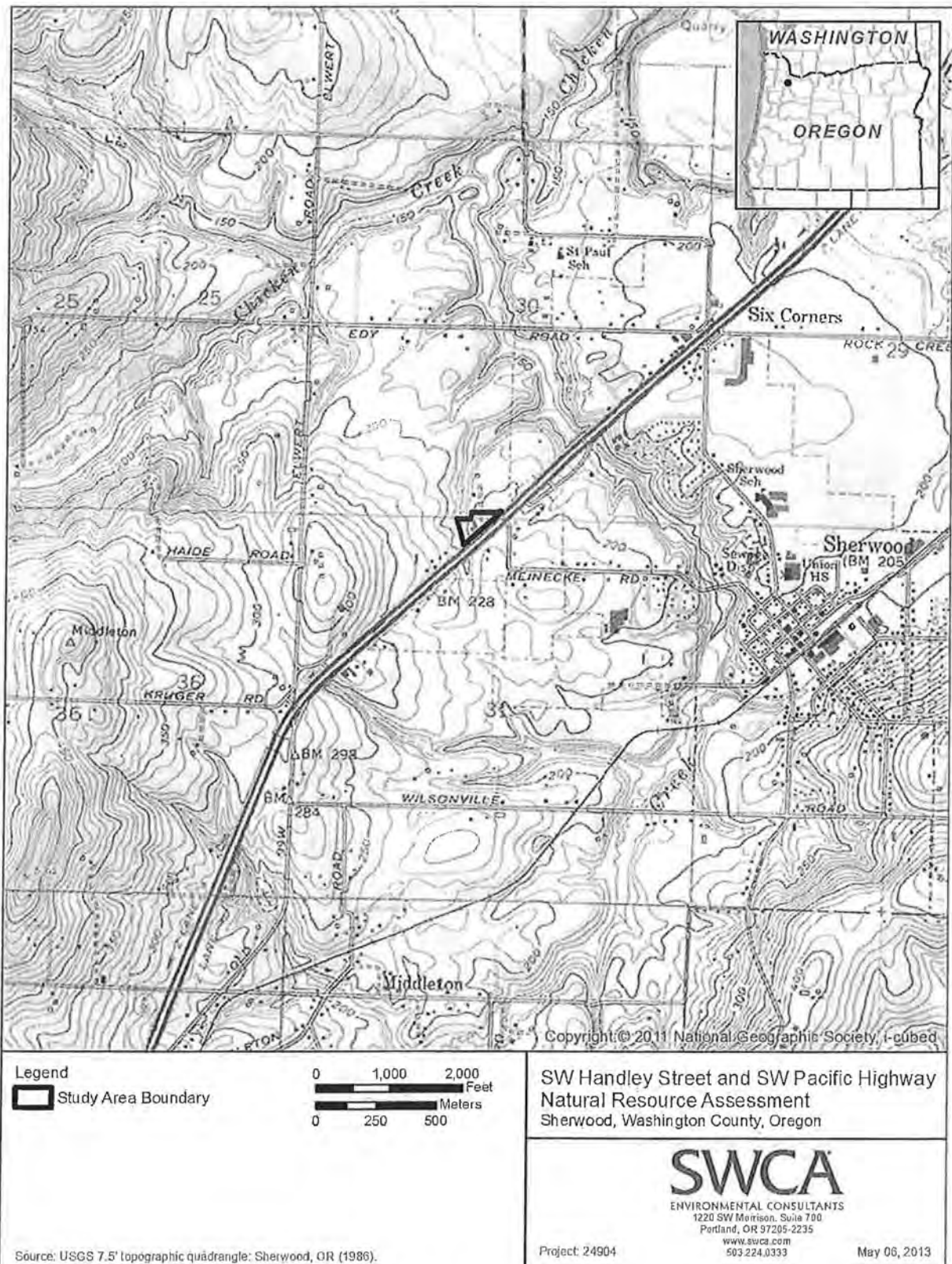
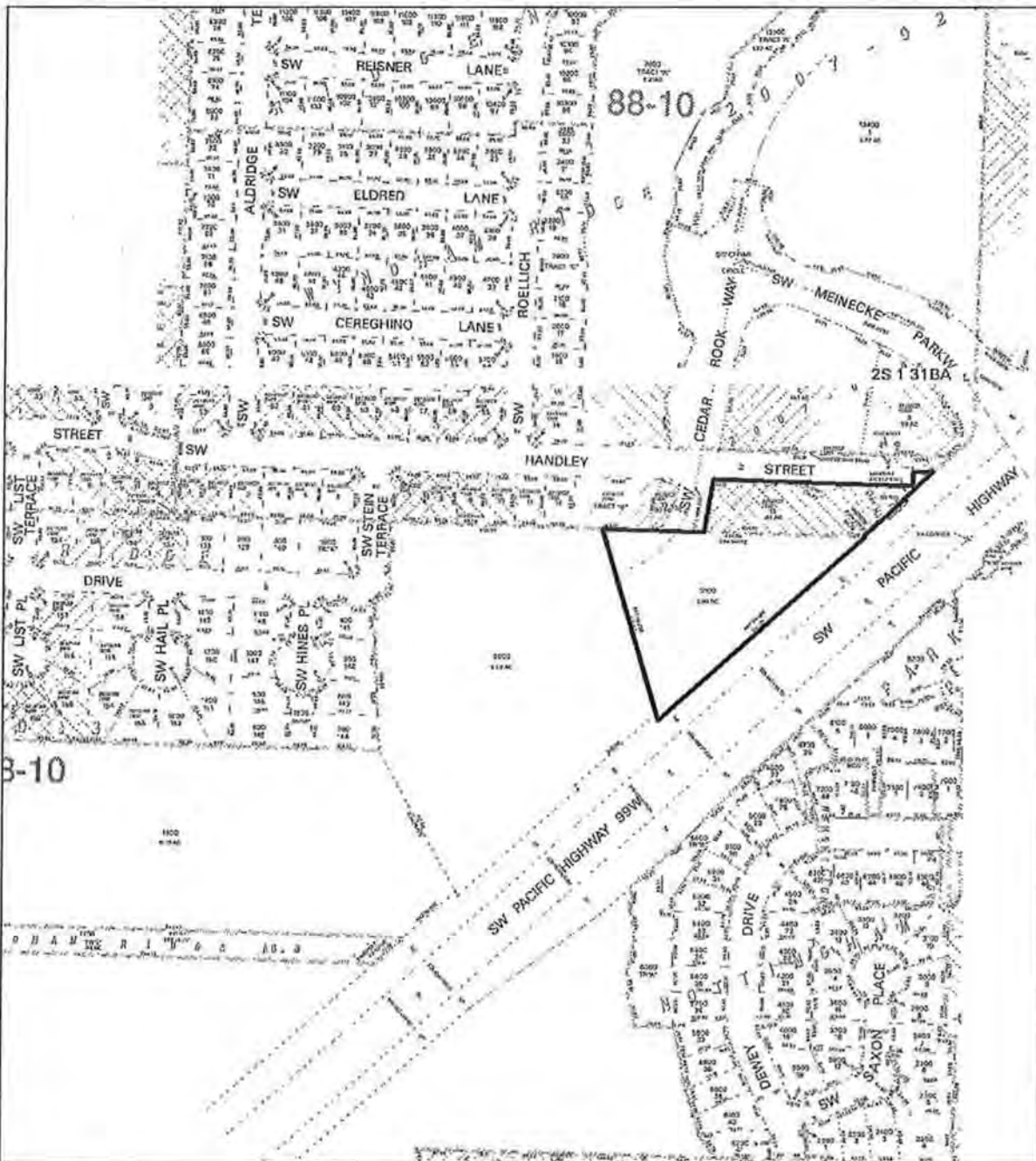


Figure 1. U.S. Geological Survey site location map.




<p>Legend</p> <p> Study Area Boundary</p>	<p>0 150 300 Feet</p> <p>0 50 100 Meters</p>	<p>SW Handley Street and SW Pacific Highway Natural Resource Assessment Sherwood, Washington County, Oregon</p>
<p>Source: Tax lot map acquired from www.ormap.com, Washington County 2S 1W Sections 30CD & 31BA.</p>	<p>SWCA ENVIRONMENTAL CONSULTANTS 1220 SW Morrison, Suite 700 Portland, OR 97205-2235 www.swca.com 503.224.0333</p> <p>Project 24904 May 06, 2013</p>	

Figure 2. Tax lot map.



Figure 3. Soil survey map.

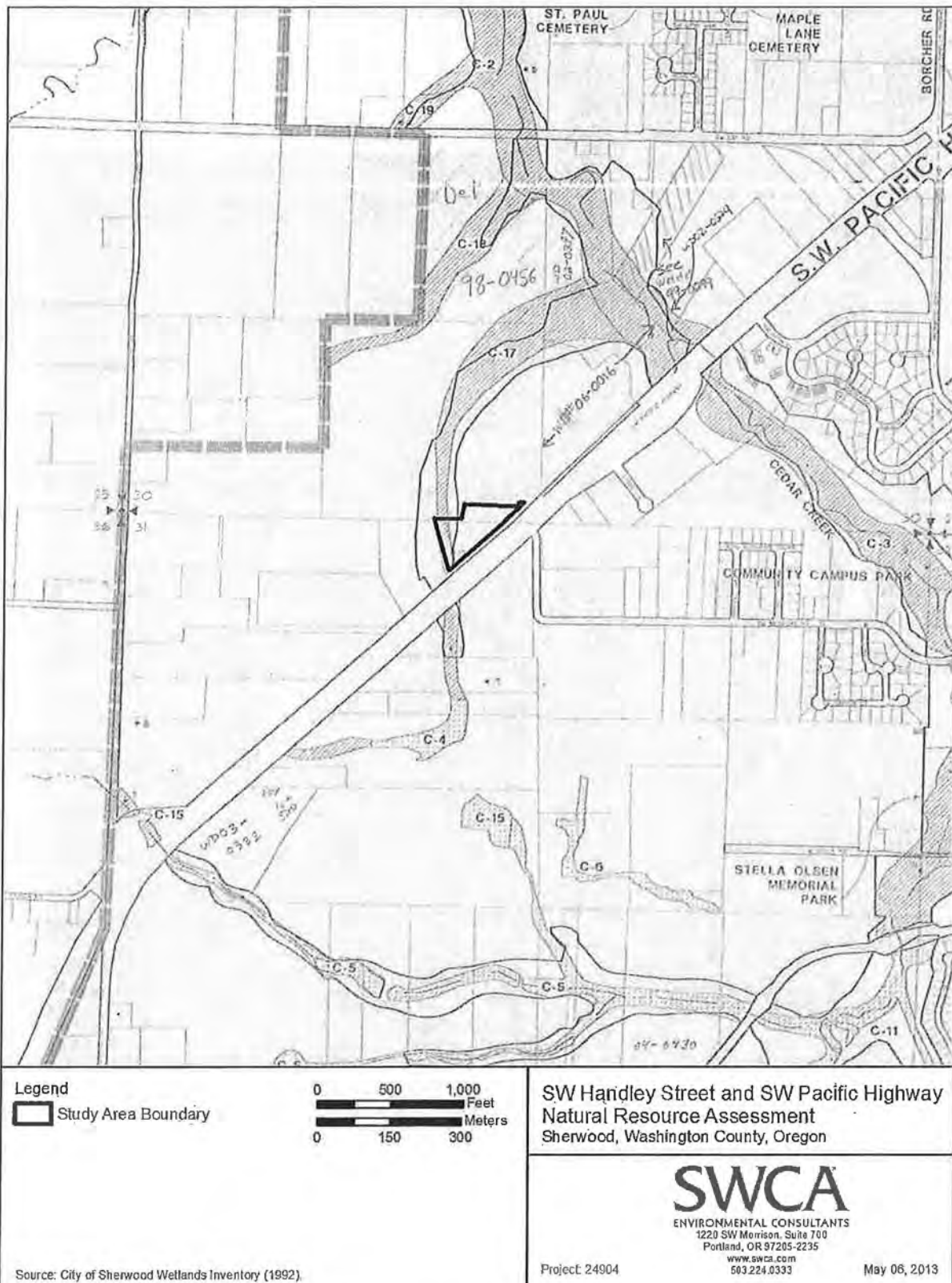


Figure 4. Local Wetlands Inventory map.

EXISTING CONDITIONS
AND WETLAND
MAP

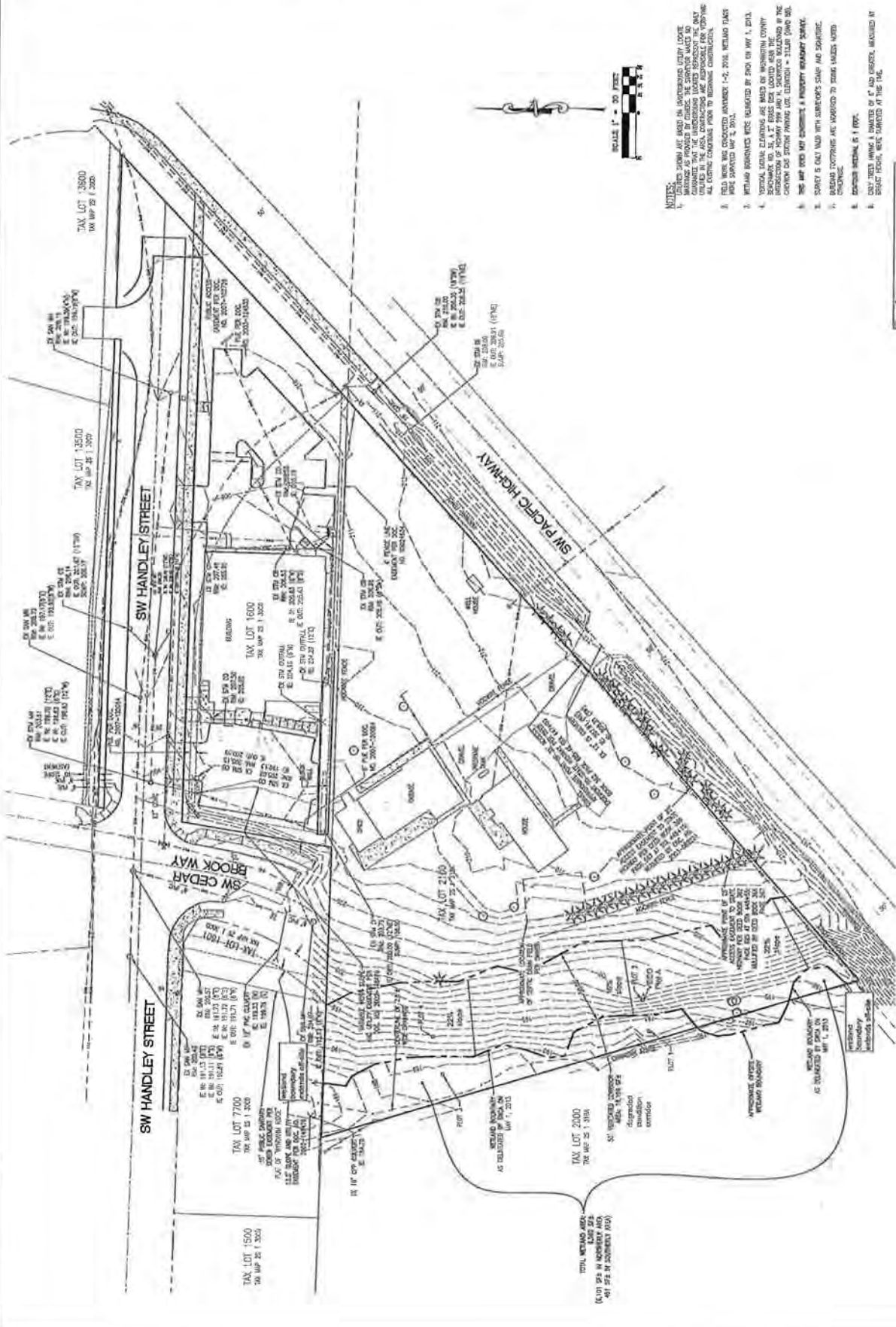
17680 SW HANDLEY ST
22065 SW PACIFIC HWY
SHERWOOD
CLATSOP COUNTY WA MAP 15100 AND 15110A



AKS ENGINEERING & PLANNING
1415 1st Street
Sherwood, OR 97140
Phone: (503) 425-8799
Fax: (503) 425-8968

PROJECT NO. 2011-001
DATE: 08/11/11
SCALE: AS SHOWN
DRAWN BY: J. HARRIS
CHECKED BY: J. HARRIS
APPROVED BY: J. HARRIS

WETLAND Delineation Map
Job Number: 2721
Sheet: 1



- NOTES:**
1. THIS MAP WAS PREPARED BY THE ENGINEER FROM THE DATA PROVIDED BY THE CLIENT. THE ENGINEER HAS CONDUCTED VISUAL INSPECTIONS OF THE SITE AND HAS REVIEWED THE DATA PROVIDED BY THE CLIENT. THE ENGINEER HAS CONDUCTED VISUAL INSPECTIONS OF THE SITE AND HAS REVIEWED THE DATA PROVIDED BY THE CLIENT. THE ENGINEER HAS CONDUCTED VISUAL INSPECTIONS OF THE SITE AND HAS REVIEWED THE DATA PROVIDED BY THE CLIENT.
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 10. THIS MAP WAS PREPARED BY THE ENGINEER FROM THE DATA PROVIDED BY THE CLIENT. THE ENGINEER HAS CONDUCTED VISUAL INSPECTIONS OF THE SITE AND HAS REVIEWED THE DATA PROVIDED BY THE CLIENT. THE ENGINEER HAS CONDUCTED VISUAL INSPECTIONS OF THE SITE AND HAS REVIEWED THE DATA PROVIDED BY THE CLIENT.

Figure 5
Wetland Delineation Map
Wetland Resources Assessment
Wetland Delineation Map

EXISTING CONDITIONS
AND WETLAND
MAP

17680 SW HANDLEY ST
22065 SW PACIFIC HWY
SHERWOOD OREGON



ENGINEERING • PLANNING
SURVEYING • FORESTRY
13910 SW CALLEZATH DR.,
SUITE 100
SHERWOOD, OR 97140
PHONE: (503) 925-5799
FAX: (503) 925-9569

RECORD BY:
DRAWN BY: NSW
CHECKED BY: NSW
DRAWING NO.: WETLANDMAP
SCALE: AS NOTED

PREPARED FOR:
NATHAN BOYEL
17680 SW HANDLEY ST #101
SHERWOOD, OR 97140

DATE: 05/08/13

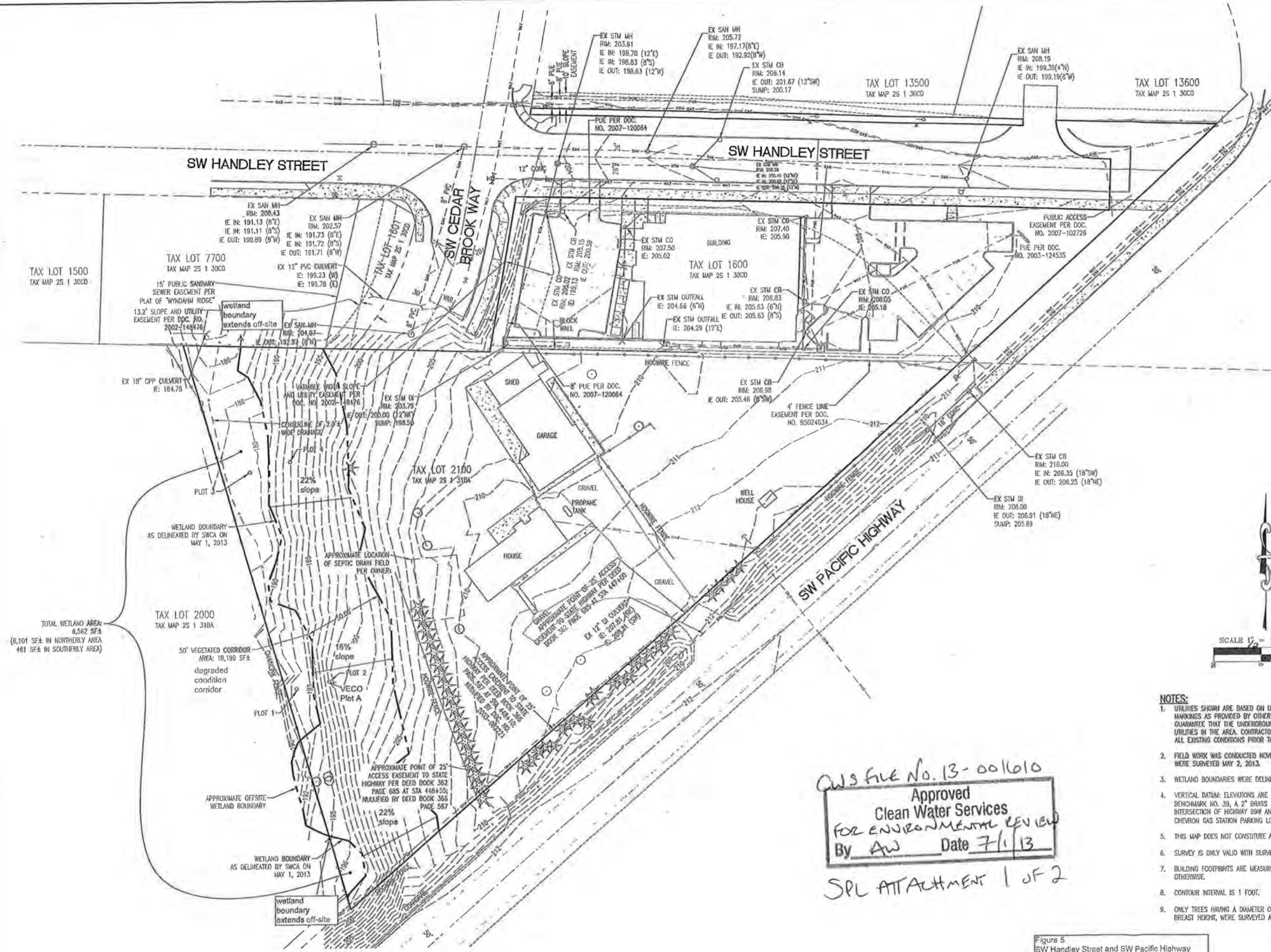
REGISTERED
PROFESSIONAL
LAND SURVEYOR

OREGON
MAY 9, 2007
NICK WHITE
7085215
RENEWS 6/30/14

JOB NUMBER
2721

SHEET

1



TOTAL WETLAND AREA:
8,562 SF±
(6,101 SF± IN NORTHERLY AREA
461 SF± IN SOUTHERLY AREA)

TAX LOT 2000
TAX MAP 25 1 318A

50' VEGETATED CORRIDOR
AREA: 18,199 SF±
degraded
condition
corridor

APPROXIMATE OFFSITE
WETLAND BOUNDARY

WETLAND BOUNDARY
AS DELINEATED BY SWCA ON
MAY 1, 2013

wetland
boundary
extends off-site

CWS FILE No. 13-001010
Approved
Clean Water Services
FOR ENVIRONMENTAL REVIEW
By AW Date 7/1/13

SPL ATTACHMENT 1 OF 2

NOTES:

- UTILITIES SHOWN ARE BASED ON UNDERGROUND UTILITY LOCATE MARKINGS AS PROVIDED BY OTHERS. THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND LOCATES REPRESENT THE ONLY UTILITIES IN THE AREA. CONTRACTORS ARE RESPONSIBLE FOR VERIFYING ALL EXISTING CONDITIONS PRIOR TO BEGINNING CONSTRUCTION.
- FIELD WORK WAS CONDUCTED NOVEMBER 1-2, 2010. WETLAND FLAGS WERE SURVEYED MAY 2, 2013.
- WETLAND BOUNDARIES WERE DELINEATED BY SWCA ON MAY 1, 2013.
- VERTICAL DATUM: ELEVATIONS ARE BASED ON WASHINGTON COUNTY BENCHMARK NO. 39, A 2" BRASS DISK LOCATED NEAR THE INTERSECTION OF HIGHWAY 99W AND N. SHERWOOD BOULEVARD IN THE CHEVRON GAS STATION PARKING LOT. ELEVATION = 213.90 (NVD 88).
- THIS MAP DOES NOT CONSTITUTE A PROPERTY BOUNDARY SURVEY.
- SURVEY IS ONLY VALID WITH SURVEYOR'S STAMP AND SIGNATURE.
- BUILDING FOOTPRINTS ARE MEASURED TO SOING UNLESS NOTED OTHERWISE.
- CONTOUR INTERVAL IS 1 FOOT.
- ONLY TREES HAVING A DIAMETER OF 6" AND GREATER, MEASURED AT BREST HEIGHT, WERE SURVEYED AT THIS TIME.

Figure 5
SW Handley Street and SW Pacific Highway
Natural Resource Assessment
Wetland Delineation Map

EXISTING CONDITIONS
AND WETLAND
MAP

17680 SW HANDLEY ST
22065 SW PACIFIC HWY
SHERWOOD OREGON



ENGINEERING • PLANNING
SURVEYING • FORESTRY
13510 SW GALEBREATH DR.
SUITE 100
SHERWOOD, OR 97140
PHONE (503) 925-8788
FAC (503) 925-8868

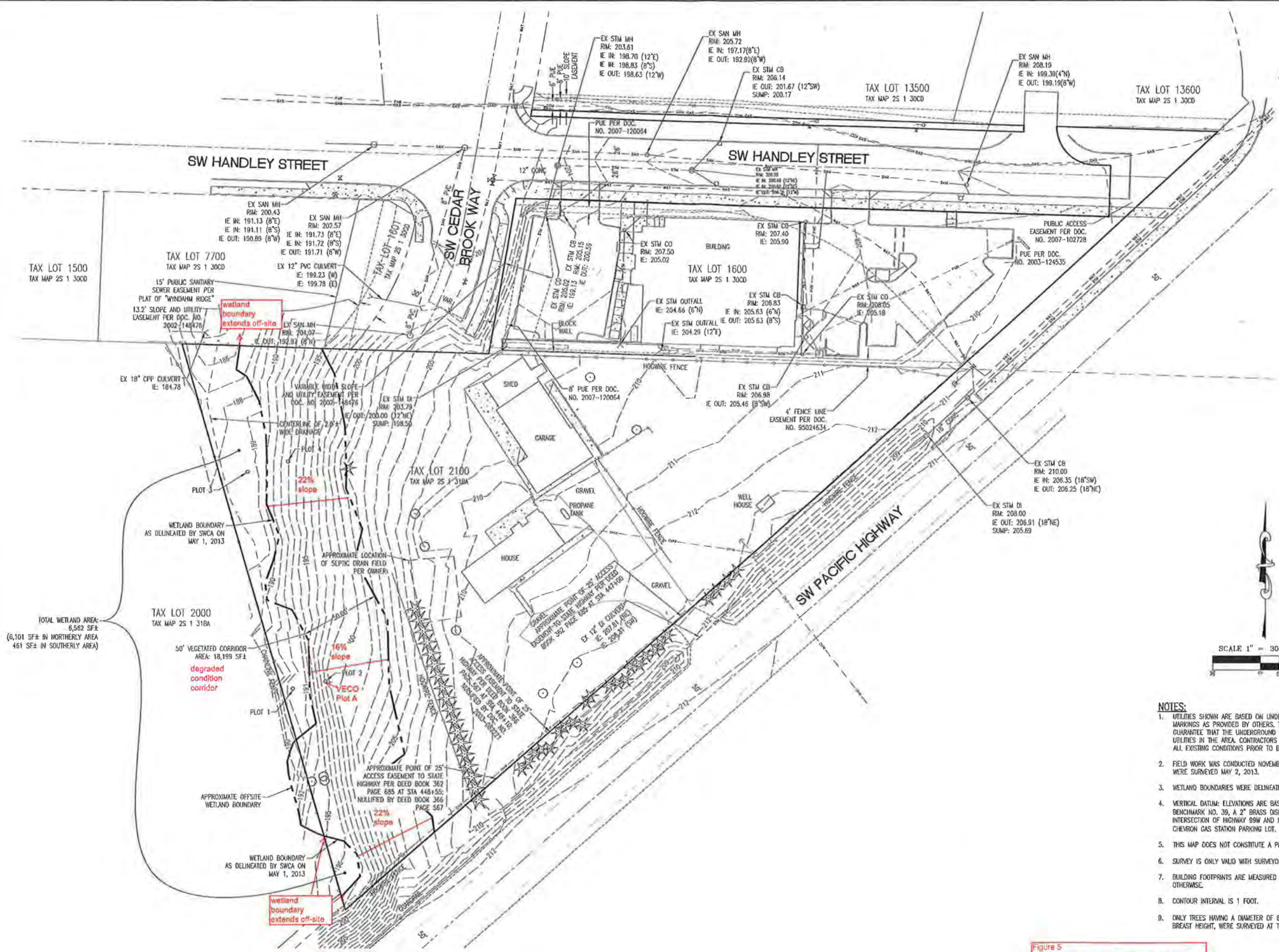
DESIGNED BY: _____
DRAWN BY: NSW
CHECKED BY: NSW
DRAWING NO.: WETLANDMAP

SCALE: AS NOTED
PREPARED FOR:
NATHAN DÖYEL
17680 SW HANDLEY ST #101
SHERWOOD, OR 97140

DATE: 05/08/13
REGISTERED PROFESSIONAL
LAND SURVEYOR

OREGON
MAY 9, 2007
WICK WHITE
70852LS
RENEWS: 6/30/14

JOB NUMBER
2721
SHEET



TOTAL WETLAND AREA:
6,562 SF±
(6,101 SF± IN NORTHERLY AREA
461 SF± IN SOUTHERLY AREA)

TAX LOT 2000
TAX MAP 2S 1 318A
50' VEGETATED CORRIDOR
AREA: 18,199 SF±
degraded condition
corridor



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Figure 5
SW Handley Street and SW Pacific Highway
Natural Resource Assessment
Wetland Delineation Map

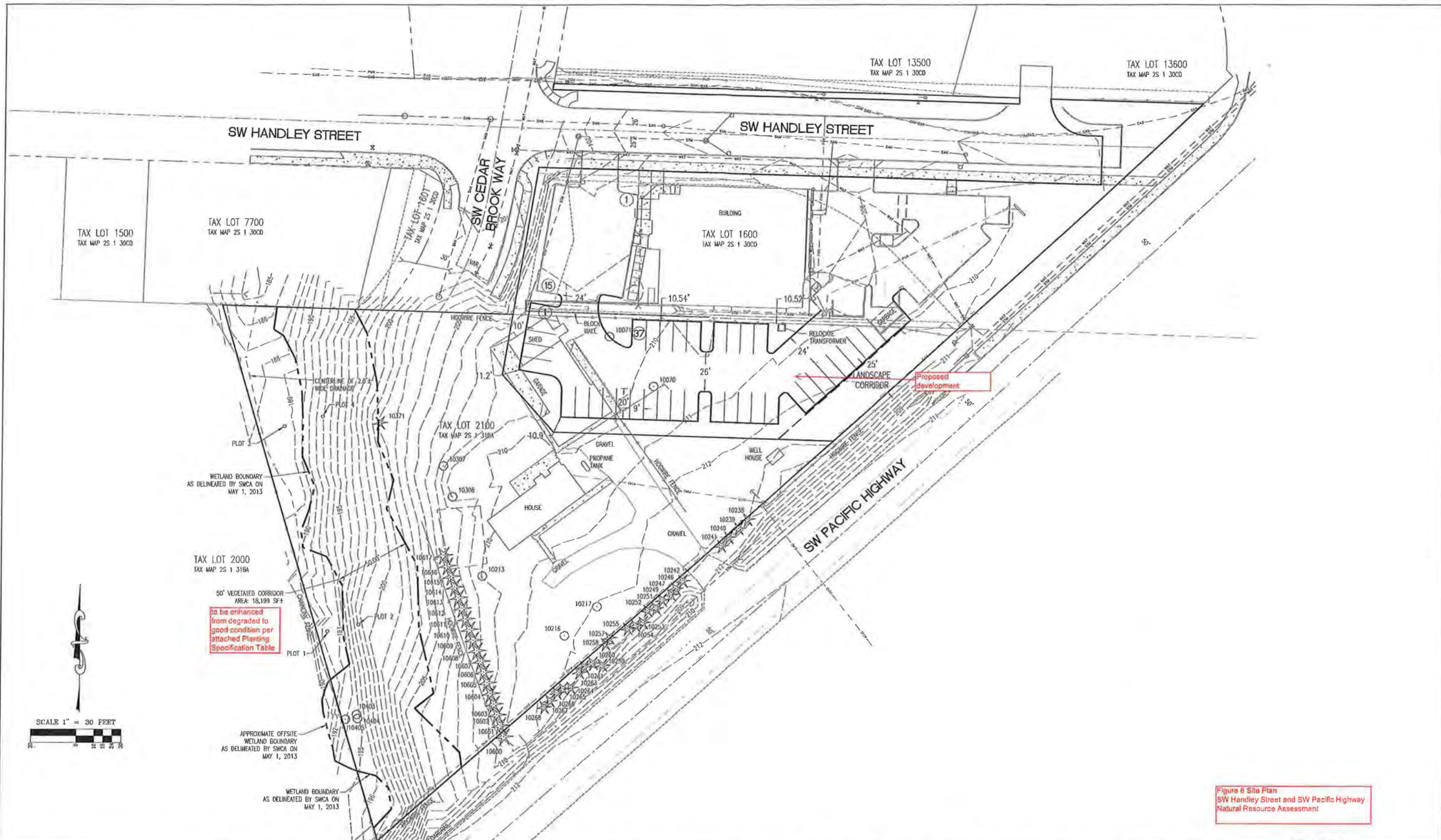


Figure 6 Site Plan
SW Handley Street and SW Pacific Highway
Natural Resource Assessment

DATE: 05-24-13

REVISIONS:

PRELIMINARY SITE IMPROVEMENT PLAN

ENGINEERING · PLANNING
SURVEYING · FORESTRY

LICENSED IN OR, WA & AK

13310 SW GALTBREATH DR., SUITE 100
SHERWOOD, OR 97140
PHONE: (503) 925-8799
FAX: (503) 925-8969

Offices Located In:
SHERWOOD, OREGON
REDMOND, OREGON
VANCOUVER, WASHINGTON
www.aks-eng.com

DESIGNED BY:	CG	DRAWING NO.:	2721MPL
DRAWN BY:	RSW	SCALE:	AS NOTED
CHECKED BY:	MBH		
PREPARED FOR:	NATHAN DOYEL 17680 SW HANDLEY ST # 101 SHERWOOD, OR 97140		

**17680 SW HANDLEY ST AND
22065 SW PACIFIC HWY**

SHERWOOD OREGON

WASHINGTON COUNTY TAX MAPS 25130CD AND 25131BA

PRELIMINARY NOT FOR CONSTRUCTION	JOB NUMBER 2721
	SHEET 1

WETLAND DETERMINATION DATA FORM – Western Mountains, Valleys and Coast Region

Project/Site: 17680 SW Handley Street City/County: Sherwood / Washington Sampling Date: 5/1/2013
 Applicant/Owner: Nathan Doyel State: OR Sampling Point: 1
 Investigator(s): Stacey Reed and Taya MacLean Section, Township, Range: Sec 30 and 31, T2S, R1W
 Landform (hillslope, terrace, etc.): Floodplain Terrace Local relief (concave, convex, none): Concave Slope (%): <3
 Subregion (LRR): A, Northwest Forests and Coast Lat: _____ Long: _____ Datum: _____
 Soil Map Unit Name: 43- Wapato silty clay loam NWI classification: None
 Are climatic / hydrologic conditions on the site typical for this time of year? Yes X No _____ (If no, explain in Remarks)
 Are Vegetation _____, Soil _____, or Hydrology _____ significantly disturbed? Are "Normal Circumstances" present? Yes X No _____
 Are Vegetation _____, Soil _____, or Hydrology _____ naturally problematic? (If needed, explain any answers in Remarks.)

SUMMARY OF FINDINGS – Attach site map showing sampling point locations, transects, important features, etc.

Hydrophytic Vegetation Present?	Yes <u>X</u>	No _____	Is the Sampled Area within a Wetland?	Yes <u>X</u>	No _____
Hydric Soil Present?	Yes <u>X</u>	No _____			
Wetland Hydrology Present?	Yes <u>X</u>	No _____			
Precipitation prior to fieldwork: _____					
Remarks: <u>NA means Not Applicable (used on plowed and planted agricultural crop sites in reference to the vegetation).</u>					

VEGETATION

Tree Stratum	(Plot size: <u>30' r</u>)	Absolute % Cover	Dominant Species?	Indicator Status	Dominance Test worksheet: Number of Dominant Species That Are OBL, FACW, or FAC: <u>4</u> (A) Total Number of Dominant Species Across All Strata: <u>4</u> (B) Percent of Dominant Species That Are OBL, FACW, or FAC: <u>100%</u> (A/B)
1.	_____	_____	_____	_____	
2.	_____	_____	_____	_____	
3.	_____	_____	_____	_____	
0% = Total Cover					
Sapling/Shrub Stratum	(Plot size: <u>10' r</u>)				Prevalence Index worksheet: Total % Cover of: _____ Multiply by: _____ OBL species <u>7</u> x 1 = <u>7</u> FACW species <u>25</u> x 2 = <u>50</u> FAC species <u>66</u> x 3 = <u>198</u> FACU species <u>6</u> x 4 = <u>24</u> UPL species <u>2</u> x 5 = <u>10</u> Column Totals: <u>106</u> (A) <u>289</u> (B) Prevalence Index = B/A = <u>2.73</u>
1.	<u>Salix scouleriana</u>	<u>25%</u>	<u>Yes</u>	<u>FAC</u>	
2.	<u>Alnus rubra</u>	<u>10%</u>	<u>Yes</u>	<u>FAC</u>	
3.	<u>Rubus armeniacus</u>	<u>5%</u>	<u>No</u>	<u>FACU</u>	
4.	_____	_____	_____	_____	
5.	_____	_____	_____	_____	
40% = Total Cover					
Herb Stratum	(Plot size: <u>5' r</u>)				Hydrophytic Vegetation Indicators: 1 - Rapid Test for Hydrophytic Vegetation X 2 - Dominance Test is >50% 3 - Prevalence Index is ≤3.0 ¹ 4 - Morphological Adaptations ¹ (Provide supporting data in Remarks or on a separate sheet) 5 - Wetland Non-Vascular Plants ¹ _____ Problematic Hydrophytic Vegetation ¹ (Explain) ¹ Indicators of hydric soil and wetland hydrology must be present.
1.	<u>Juncus patens</u>	<u>25%</u>	<u>Yes</u>	<u>FACW</u>	
2.	<u>Agrostis capillaris</u>	<u>15%</u>	<u>Yes</u>	<u>FAC</u>	
3.	<u>Leersia oryzoides</u>	<u>5%</u>	<u>No</u>	<u>OBL</u>	
4.	<u>Athyrium filix-femina</u>	<u>5%</u>	<u>No</u>	<u>FAC</u>	
5.	<u>Equisetum arvense</u>	<u>5%</u>	<u>No</u>	<u>FAC</u>	
6.	<u>Cirsium arvense</u>	<u>4%</u>	<u>No</u>	<u>FAC</u>	
7.	<u>Urtica dioica</u>	<u>2%</u>	<u>No</u>	<u>FAC</u>	
8.	<u>Carex densa</u>	<u>2%</u>	<u>No</u>	<u>OBL</u>	
9.	<u>Vicia sativa</u>	<u>2%</u>	<u>No</u>	<u>UPL</u>	
10.	<u>Cardamine hirsuta</u>	<u>1%</u>	<u>No</u>	<u>FACU</u>	
11.	_____	_____	_____	_____	
66% = Total Cover					
Woody Vine Stratum	(Plot size: <u>10' r</u>)				Hydrophytic Vegetation Present? Yes <u>X</u> No _____
1.	_____	_____	_____	_____	
2.	_____	_____	_____	_____	
0% = Total Cover					
% Bare Ground in Herb Stratum <u>34%</u>					

Remarks: Bare ground covered by dead Juncus patens leaf litter from brush cutting. Entered by: sar QC by: cmw

SOIL

Sampling Point: 1

Profile Description: (Describe to the depth needed to document the indicator or confirm the absence of indicators.)

Depth (inches)	Matrix		Redox Features				Texture	Remarks
	Color (moist)	%	Color (moist)	%	Type ¹	Loc ²		
0-9	10YR 3/2	80	7.5YR 3/4	10	C	M	sll	
			7.5YR 4/6	5	C	M		
			10YR 4/3	5	C	M		
9-16	10YR 4/2	80	10YR 4/4	10	C	M	sicl	
			7.5YR 3/4	5	C	M		
			10YR 2/1	5	C	M		

¹Type: C=Concentration, D=Depletion, RM=Reduced Matrix CS=Covered or Coated Sand Grains. ²Location: PL=Pore Lining, M=Matrix.

Hydric Soil Indicators: (Applicable to all LRRs, unless otherwise noted.)

<input type="checkbox"/> Histosol (A1)	<input type="checkbox"/> Sandy Redox (S5)	<input type="checkbox"/> 2 cm Muck (A10)
<input type="checkbox"/> Histic Epipedon (A2)	<input type="checkbox"/> Stripped Matrix (S6)	<input type="checkbox"/> Red Parent Material (TF2)
<input type="checkbox"/> Black Histic (A3)	<input type="checkbox"/> Loamy Mucky Mineral (F1) (except MLRA 1)	<input type="checkbox"/> Very Shallow Dark Surface (TF12)
<input type="checkbox"/> Hydrogen Sulfide (A4)	<input type="checkbox"/> Loamy Gleyed Matrix (F2)	<input type="checkbox"/> Other (Explain in Remarks)
<input type="checkbox"/> Depleted Below Dark Surface (A11)	<input checked="" type="checkbox"/> Depleted Matrix (F3)	
<input type="checkbox"/> Thick Dark Surface (A12)	<input checked="" type="checkbox"/> Redox Dark Surface (F6)	³ Indicators of hydrophytic vegetation and wetland hydrology must be present, unless disturbed or problematic.
<input type="checkbox"/> Sandy Mucky Mineral (S1)	<input type="checkbox"/> Depleted Dark Surface (F7)	
<input type="checkbox"/> Sandy Gleyed Matrix (S4)	<input type="checkbox"/> Redox Depressions (F8)	

Restrictive Layer (if present):

Type: _____

Depth (inches): _____

Hydric Soil Present? Yes No

Remarks: s = sand; sl = silt; c = clay; l = loam or loamy; co = coarse; f = fine; vf = very fine; + = heavy (more clay); - = light (less clay)

HYDROLOGY

Wetland Hydrology Indicators:

Primary Indicators (minimum of one required; check all that apply)		Secondary Indicators (2 or more required)
<input type="checkbox"/> Surface Water (A1)	<input type="checkbox"/> Water-Stained Leaves (B9) (except MLRA 1, 2, 4A, and 4B)	<input type="checkbox"/> Water-Stained Leaves (B9) (MLRA 1, 2, 4A, and 4B)
<input type="checkbox"/> High Water Table (A2)	<input type="checkbox"/> Salt Crust (B11)	<input type="checkbox"/> Drainage Patterns (B10)
<input type="checkbox"/> Saturation (A3)	<input type="checkbox"/> Aquatic Invertebrates (B13)	<input type="checkbox"/> Dry-Season Water Table (C2)
<input type="checkbox"/> Water Marks (B1)	<input type="checkbox"/> Hydrogen Sulfide Odor (C1)	<input type="checkbox"/> Saturation Visible on Aerial Imagery (C9)
<input type="checkbox"/> Sediment Deposits (B2)	<input type="checkbox"/> Oxidized Rhizospheres along Living Roots (C3)	<input checked="" type="checkbox"/> Geomorphic Position (D2)
<input type="checkbox"/> Drift Deposits (B3)	<input type="checkbox"/> Presence of Reduced Iron (C4)	<input type="checkbox"/> Shallow Aquitard (D3)
<input type="checkbox"/> Algal Mat or Crust (B4)	<input type="checkbox"/> Recent Iron Reduction in Tilled Soils (C6)	<input checked="" type="checkbox"/> FAC-Neutral Test (D5)
<input type="checkbox"/> Iron Deposits (B5)	<input type="checkbox"/> Stunted or Stressed Plants (D1) (LRR A)	<input type="checkbox"/> Raised Ant Mounds (D6) (LRR A)
<input type="checkbox"/> Surface Soil Cracks (B6)	<input type="checkbox"/> Other (Explain in Remarks)	<input type="checkbox"/> Frost-Heave Hummocks (D7)
<input type="checkbox"/> Inundation Visible on Aerial Imagery (B7)		
<input type="checkbox"/> Sparsely Vegetated Concave Surface (B8)		

Field Observations:

Surface Water Present?	Yes _____ No <input checked="" type="checkbox"/>	Depth (inches): _____	Wetland Hydrology Present? Yes <input checked="" type="checkbox"/> No _____
Water Table Present?	Yes _____ No <input checked="" type="checkbox"/>	Depth (inches): >16	
Saturation Present? (Includes capillary fringe)	Yes _____ No <input checked="" type="checkbox"/>	Depth (inches): >16	

Describe Recorded Data (stream gauge, monitoring well, aerial photos, previous inspections), if available:

Remarks: Soils moist at 16 inches, but no seeps or saturation. Floodplain bench. Entered by: sar QC by: cmw

WETLAND DETERMINATION DATA FORM – Western Mountains, Valleys and Coast Region

Project/Site: 17680 SW Handley Street City/County: Sherwood / Washington Sampling Date: 5/1/2013
 Applicant/Owner: Nathan Doyel State: OR Sampling Point: 2
 Investigator(s): Stacey Reed and Taya MacLean Section, Township, Range: Sec 30 and 31, T2S, R1W
 Landform (hillslope, terrace, etc.): Hillslope Local relief (concave, convex, none): Convex Slope (%): 5
 Subregion (LRR): A, Northwest Forests and Coast Lat: _____ Long: _____ Datum: _____
 Soil Map Unit Name: 37D- Quatama loam, 12-20% slopes NWI classification: None
 Are climatic / hydrologic conditions on the site typical for this time of year? Yes X No _____ (If no, explain in Remarks)
 Are Vegetation _____, Soil _____, or Hydrology _____ significantly disturbed? Are "Normal Circumstances" present? Yes X No _____
 Are Vegetation _____, Soil _____, or Hydrology _____ naturally problematic? (If needed, explain any answers in Remarks.)

SUMMARY OF FINDINGS – Attach site map showing sampling point locations, transects, important features, etc.

Hydrophytic Vegetation Present?	Yes <u>X</u>	No _____	Is the Sampled Area within a Wetland? Yes _____ No <u>X</u>
Hydric Soil Present?	Yes _____	No <u>X</u>	
Wetland Hydrology Present?	Yes _____	No <u>X</u>	
Precipitation prior to fieldwork: _____			
Remarks: <u>NA means Not Applicable (used on plowed and planted agricultural crop sites in reference to the vegetation).</u>			

VEGETATION

<u>Tree Stratum</u> (Plot size: <u>30' r</u>)	Absolute % Cover	Dominant Species?	Indicator Status	Dominance Test worksheet:
1. _____	_____	_____	_____	Number of Dominant Species That Are OBL, FACW, or FAC: <u>3</u> (A)
2. _____	_____	_____	_____	
3. _____	_____	_____	_____	
4. _____	_____	_____	_____	
0% = Total Cover				Total Number of Dominant Species Across All Strata: <u>5</u> (B)
<u>Sapling/Shrub Stratum</u> (Plot size: <u>10' r</u>)				Percent of Dominant Species That Are OBL, FACW, or FAC: <u>60%</u> (A/B)
1. <u>Rubus armeniacus</u>	<u>15%</u>	<u>Yes</u>	<u>FACU</u>	Prevalence Index worksheet: Total % Cover of: _____ Multiply by: _____ OBL species <u>0</u> x 1 = <u>0</u> FACW species <u>5</u> x 2 = <u>10</u> FAC species <u>20</u> x 3 = <u>60</u> FACU species <u>25</u> x 4 = <u>100</u> UPL species <u>0</u> x 5 = <u>0</u> Column Totals: <u>50</u> (A) <u>170</u> (B) Prevalence Index = B/A = <u>3.40</u>
2. _____	_____	_____	_____	
3. _____	_____	_____	_____	
4. _____	_____	_____	_____	
5. _____	_____	_____	_____	
15% = Total Cover				
<u>Herb Stratum</u> (Plot size: <u>5' r</u>)				Hydrophytic Vegetation Indicators: <u>1</u> - Rapid Test for Hydrophytic Vegetation <u>X</u> <u>2</u> - Dominance Test is >50% <u>3</u> - Prevalence Index is ≤3.0 ¹ <u>4</u> - Morphological Adaptations ¹ (Provide supporting data in Remarks or on a separate sheet) <u>5</u> - Wetland Non-Vascular Plants ¹ Problematic Hydrophytic Vegetation ¹ (Explain) ¹ Indicators of hydric soil and wetland hydrology must be present.
1. <u>Agrostis capillaris</u>	<u>15%</u>	<u>Yes</u>	<u>FAC</u>	
2. <u>Cirsium arvense</u>	<u>5%</u>	<u>Yes</u>	<u>FAC</u>	
3. <u>Epilobium ciliatum</u>	<u>5%</u>	<u>Yes</u>	<u>FACW</u>	
4. <u>Gallium aparine</u>	<u>5%</u>	<u>Yes</u>	<u>FACU</u>	
5. <u>Cardamine hirsuta</u>	<u>3%</u>	<u>No</u>	<u>FACU</u>	
6. <u>Senecio jacobaea</u>	<u>2%</u>	<u>No</u>	<u>FACU</u>	
7. _____	_____	_____	_____	
8. _____	_____	_____	_____	
9. _____	_____	_____	_____	
10. _____	_____	_____	_____	
11. _____	_____	_____	_____	
35% = Total Cover				
<u>Woody Vine Stratum</u> (Plot size: <u>10' r</u>)				Hydrophytic Vegetation Present? Yes <u>X</u> No _____
1. _____	_____	_____	_____	
2. _____	_____	_____	_____	
0% = Total Cover				
% Bare Ground in Herb Stratum <u>65%</u>				

Remarks: _____ Entered by: sar QC by: cmw

SOIL

Sampling Point: 2

Profile Description: (Describe to the depth needed to document the indicator or confirm the absence of indicators.)

Depth (inches)	Matrix		Redox Features				Texture	Remarks
	Color (moist)	%	Color (moist)	%	Type ¹	Loc ²		
0-16	10YR 3/2	100					sil	

¹Type: C=Concentration, D=Depletion, RM=Reduced Matrix CS=Covered or Coated Sand Grains. ²Location: PL=Pore Lining, M=Matrix.

Hydric Soil Indicators: (Applicable to all LRRs, unless otherwise noted.)			Indicators for Problematic Hydric Soils³:		
<input type="checkbox"/> Histosol (A1)	<input type="checkbox"/> Sandy Redox (S5)	<input type="checkbox"/> 2 cm Muck (A10)			
<input type="checkbox"/> Histic Epipedon (A2)	<input type="checkbox"/> Stripped Matrix (S6)	<input type="checkbox"/> Red Parent Material (TF2)			
<input type="checkbox"/> Black Histic (A3)	<input type="checkbox"/> Loamy Mucky Mineral (F1) (except MLRA 1)	<input type="checkbox"/> Very Shallow Dark Surface (TF12)			
<input type="checkbox"/> Hydrogen Sulfide (A4)	<input type="checkbox"/> Loamy Gleyed Matrix (F2)	<input type="checkbox"/> Other (Explain in Remarks)			
<input type="checkbox"/> Depleted Below Dark Surface (A11)	<input type="checkbox"/> Depleted Matrix (F3)				
<input type="checkbox"/> Thick Dark Surface (A12)	<input type="checkbox"/> Redox Dark Surface (F6)	³ Indicators of hydrophytic vegetation and			
<input type="checkbox"/> Sandy Mucky Mineral (S1)	<input type="checkbox"/> Depleted Dark Surface (F7)	wetland hydrology must be present,			
<input type="checkbox"/> Sandy Gleyed Matrix (S4)	<input type="checkbox"/> Redox Depressions (F8)	unless disturbed or problematic.			

Restrictive Layer (if present):

Type: _____

Depth (inches): _____

Hydric Soil Present? Yes _____ No

Remarks: s = sand; si = silt; c = clay; l = loam or loamy; co = coarse; f = fine; vf = very fine; + = heavy (more clay); - = light (less clay)

HYDROLOGY

Wetland Hydrology Indicators:		
Primary Indicators (minimum of one required; check all that apply)		Secondary Indicators (2 or more required)
<input type="checkbox"/> Surface Water (A1)	<input type="checkbox"/> Water-Stained Leaves (B9) (except MLRA 1, 2, 4A, and 4B)	<input type="checkbox"/> Water-Stained Leaves (B9) (MLRA 1, 2, 4A, and 4B)
<input type="checkbox"/> High Water Table (A2)	<input type="checkbox"/> Salt Crust (B11)	<input type="checkbox"/> Drainage Patterns (B10)
<input type="checkbox"/> Saturation (A3)	<input type="checkbox"/> Aquatic Invertebrates (B13)	<input type="checkbox"/> Dry-Season Water Table (C2)
<input type="checkbox"/> Water Marks (B1)	<input type="checkbox"/> Hydrogen Sulfide Odor (C1)	<input type="checkbox"/> Saturation Visible on Aerial Imagery (C9)
<input type="checkbox"/> Sediment Deposits (B2)	<input type="checkbox"/> Oxidized Rhizospheres along Living Roots (C3)	<input type="checkbox"/> Geomorphic Position (D2)
<input type="checkbox"/> Drift Deposits (B3)	<input type="checkbox"/> Presence of Reduced Iron (C4)	<input type="checkbox"/> Shallow Aquitard (D3)
<input type="checkbox"/> Algal Mat or Crust (B4)	<input type="checkbox"/> Recent Iron Reduction in Tilled Soils (C6)	<input type="checkbox"/> FAC-Neutral Test (D5)
<input type="checkbox"/> Iron Deposits (B5)	<input type="checkbox"/> Stunted or Stressed Plants (D1) (LRR A)	<input type="checkbox"/> Raised Ant Mounds (D6) (LRR A)
<input type="checkbox"/> Surface Soil Cracks (B6)	<input type="checkbox"/> Other (Explain in Remarks)	<input type="checkbox"/> Frost-Heave Hummocks (D7)
<input type="checkbox"/> Inundation Visible on Aerial Imagery (B7)		
<input type="checkbox"/> Sparsely Vegetated Concave Surface (B8)		

Field Observations:

Surface Water Present? Yes _____ No Depth (inches): _____

Water Table Present? Yes _____ No Depth (inches): >16

Saturation Present? (includes capillary fringe) Yes _____ No Depth (inches): >16

Wetland Hydrology Present? Yes _____ No

Describe Recorded Data (stream gauge, monitoring well, aerial photos, previous inspections), if available:

Remarks: Soils were very dry throughout.

Entered by: sar QC by: cmw

WETLAND DETERMINATION DATA FORM – Western Mountains, Valleys and Coast Region

Project/Site: 17680 SW Handley Street City/County: Sherwood / Washington Sampling Date: 5/1/2013
 Applicant/Owner: Nathan Doyel State: OR Sampling Point: 3
 Investigator(s): Stacey Reed and Taya MacLean Section, Township, Range: Sec 30 and 31, T2S, R1W
 Landform (hillslope, terrace, etc.): Floodplain Terrace Local relief (concave, convex, none): Concave Slope (%): <3
 Subregion (LRR): A, Northwest Forests and Coast Lat: _____ Long: _____ Datum: _____
 Soil Map Unit Name: 22- Huberly silt loam NWI classification: None
 Are climatic / hydrologic conditions on the site typical for this time of year? Yes X No _____ (If no, explain in Remarks)
 Are Vegetation _____, Soil _____, or Hydrology _____ significantly disturbed? Are "Normal Circumstances" present? Yes X No _____
 Are Vegetation _____, Soil _____, or Hydrology _____ naturally problematic? (If needed, explain any answers in Remarks.)

SUMMARY OF FINDINGS – Attach site map showing sampling point locations, transects, important features, etc.

Hydrophytic Vegetation Present?	Yes <u>X</u>	No _____	Is the Sampled Area within a Wetland?	Yes <u>X</u>	No _____
Hydric Soil Present?	Yes <u>X</u>	No _____			
Wetland Hydrology Present?	Yes <u>X</u>	No _____			
Precipitation prior to fieldwork: Remarks: <u>NA means Not Applicable (used on plowed and planted agricultural crop sites in reference to the vegetation).</u> <u>Plot located approximately 15 feet east of stream.</u>					

VEGETATION

Tree Stratum	(Plot size: <u>30' r</u>)	Absolute % Cover	Dominant Species?	Indicator Status	Dominance Test worksheet: Number of Dominant Species That Are OBL, FACW, or FAC: <u>2</u> (A) Total Number of Dominant Species Across All Strata: <u>2</u> (B)
1.	_____	_____	_____	_____	
2.	_____	_____	_____	_____	
3.	_____	_____	_____	_____	
		0% = Total Cover			Prevalence Index worksheet: Total % Cover of: _____ Multiply by: OBL species <u>5</u> x 1 = <u>5</u> FACW species <u>95</u> x 2 = <u>190</u> FAC species <u>10</u> x 3 = <u>30</u> FACU species <u>0</u> x 4 = <u>0</u> UPL species <u>0</u> x 5 = <u>0</u> Column Totals: <u>110</u> (A) <u>225</u> (B) Prevalence Index = B/A = <u>2.05</u>
Sapling/Shrub Stratum	(Plot size: <u>10' r</u>)				
1.	<u><i>Salix scouleriana</i></u>	<u>10%</u>	<u>Yes</u>	<u>FAC</u>	
2.	_____	_____	_____	_____	
3.	_____	_____	_____	_____	
		10% = Total Cover			
Herb Stratum	(Plot size: <u>5' r</u>)				Hydrophytic Vegetation Indicators: 1 - Rapid Test for Hydrophytic Vegetation X 2 - Dominance Test is >50% 3 - Prevalence Index is ≤3.0 ¹ 4 - Morphological Adaptations ¹ (Provide supporting data in Remarks or on a separate sheet) 5 - Wetland Non-Vascular Plants ¹ Problematic Hydrophytic Vegetation ¹ (Explain) ¹ Indicators of hydric soil and wetland hydrology must be present.
1.	<u><i>Phalaris arundinacea</i></u>	<u>95%</u>	<u>Yes</u>	<u>FACW</u>	
2.	<u><i>Lysichiton americanus</i></u>	<u>5%</u>	<u>No</u>	<u>OBL</u>	
3.	_____	_____	_____	_____	
4.	_____	_____	_____	_____	
5.	_____	_____	_____	_____	
6.	_____	_____	_____	_____	
7.	_____	_____	_____	_____	
8.	_____	_____	_____	_____	
9.	_____	_____	_____	_____	
10.	_____	_____	_____	_____	
		100% = Total Cover			
Woody Vine Stratum	(Plot size: <u>10' r</u>)				
1.	_____	_____	_____	_____	
2.	_____	_____	_____	_____	
		0% = Total Cover			
% Bare Ground in Herb Stratum <u>0%</u>					

Remarks: _____ Entered by: sar QC by: cmw

SOIL

Sampling Point: **3**

Profile Description: (Describe to the depth needed to document the indicator or confirm the absence of indicators.)

Depth (inches)	Matrix		Redox Features				Texture	Remarks
	Color (moist)	%	Color (moist)	%	Type ¹	Loc ²		
0-16	10YR 3/2	80	7.5YR 3/4	20	C	M	sicl	

¹Type: C=Concentration, D=Depletion, RM=Reduced Matrix CS=Covered or Coated Sand Grains. ²Location: PL=Pore Lining, M=Matrix.

Hydric Soil Indicators: (Applicable to all LRRs, unless otherwise noted.)

<input type="checkbox"/> Histosol (A1)	<input type="checkbox"/> Sandy Redox (S5)	<input type="checkbox"/> 2 cm Muck (A10)
<input type="checkbox"/> Histic Epipedon (A2)	<input type="checkbox"/> Stripped Matrix (S6)	<input type="checkbox"/> Red Parent Material (TF2)
<input type="checkbox"/> Black Histic (A3)	<input type="checkbox"/> Loamy Mucky Mineral (F1) (except MLRA 1)	<input type="checkbox"/> Very Shallow Dark Surface (TF12)
<input type="checkbox"/> Hydrogen Sulfide (A4)	<input type="checkbox"/> Loamy Gleyed Matrix (F2)	<input type="checkbox"/> Other (Explain in Remarks)
<input type="checkbox"/> Depleted Below Dark Surface (A11)	<input type="checkbox"/> Depleted Matrix (F3)	³ Indicators of hydrophytic vegetation and wetland hydrology must be present, unless disturbed or problematic.
<input type="checkbox"/> Thick Dark Surface (A12)	<input checked="" type="checkbox"/> Redox Dark Surface (F6)	
<input type="checkbox"/> Sandy Mucky Mineral (S1)	<input type="checkbox"/> Depleted Dark Surface (F7)	
<input type="checkbox"/> Sandy Gleyed Matrix (S4)	<input type="checkbox"/> Redox Depressions (F8)	

Restrictive Layer (if present):
 Type: _____
 Depth (inches): _____

Hydric Soil Present? Yes No

Remarks: s = sand; si = silt; c = clay; l = loam or loamy; co = coarse; f = fine; vf = very fine; + = heavy (more clay); - = light (less clay)

HYDROLOGY

Wetland Hydrology Indicators:

Primary Indicators (minimum of one required; check all that apply)		Secondary Indicators (2 or more required)
<input type="checkbox"/> Surface Water (A1)	<input type="checkbox"/> Water-Stained Leaves (B9) (except MLRA 1, 2, 4A, and 4B)	<input type="checkbox"/> Water-Stained Leaves (B9) (MLRA 1, 2, 4A, and 4B)
<input checked="" type="checkbox"/> High Water Table (A2)	<input type="checkbox"/> Salt Crust (B11)	<input type="checkbox"/> Drainage Patterns (B10)
<input checked="" type="checkbox"/> Saturation (A3)	<input type="checkbox"/> Aquatic Invertebrates (B13)	<input type="checkbox"/> Dry-Season Water Table (C2)
<input type="checkbox"/> Water Marks (B1)	<input type="checkbox"/> Hydrogen Sulfide Odor (C1)	<input type="checkbox"/> Saturation Visible on Aerial Imagery (C9)
<input type="checkbox"/> Sediment Deposits (B2)	<input type="checkbox"/> Oxidized Rhizospheres along Living Roots (C3)	<input type="checkbox"/> Geomorphic Position (D2)
<input type="checkbox"/> Drift Deposits (B3)	<input type="checkbox"/> Presence of Reduced Iron (C4)	<input type="checkbox"/> Shallow Aquitard (D3)
<input type="checkbox"/> Algal Mat or Crust (B4)	<input type="checkbox"/> Recent Iron Reduction in Tilled Soils (C6)	<input type="checkbox"/> FAC-Neutral Test (D5)
<input type="checkbox"/> Iron Deposits (B5)	<input type="checkbox"/> Stunted or Stressed Plants (D1) (LRR A)	<input type="checkbox"/> Raised Ant Mounds (D6) (LRR A)
<input type="checkbox"/> Surface Soil Cracks (B6)	<input type="checkbox"/> Other (Explain in Remarks)	<input type="checkbox"/> Frost-Heave Hummocks (D7)
<input type="checkbox"/> Inundation Visible on Aerial Imagery (B7)		
<input type="checkbox"/> Sparsely Vegetated Concave Surface (B8)		

Field Observations:

Surface Water Present? Yes No Depth (inches): _____

Water Table Present? Yes No Depth (inches): 9

Saturation Present? (includes capillary fringe) Yes No Depth (inches): Surface

Wetland Hydrology Present?
Yes No

Describe Recorded Data (stream gauge, monitoring well, aerial photos, previous inspections), if available:

Remarks: _____ Entered by: sar QC by: cmw

WETLAND DETERMINATION DATA FORM – Western Mountains, Valleys and Coast Region

Project/Site: 17680 SW Handley Street City/County: Sherwood / Washington Sampling Date: 5/1/2013
 Applicant/Owner: Nathan Doyel State: OR Sampling Point: 4
 Investigator(s): Stacey Reed and Taya MacLean Section, Township, Range: Sec 30 and 31, T2S, R1W
 Landform (hillslope, terrace, etc.): Hillslope Local relief (concave, convex, none): Convex Slope (%): 5
 Subregion (LRR): A, Northwest Forests and Coast Lat: _____ Long: _____ Datum: _____
 Soil Map Unit Name: 37D- Quatama loam, 7-12% slopes NWI classification: None
 Are climatic / hydrologic conditions on the site typical for this time of year? Yes X No _____ (If no, explain in Remarks)
 Are Vegetation _____, Soil _____, or Hydrology _____ significantly disturbed? Are "Normal Circumstances" present? Yes X No _____
 Are Vegetation _____, Soil _____, or Hydrology _____ naturally problematic? (If needed, explain any answers in Remarks.)

SUMMARY OF FINDINGS – Attach site map showing sampling point locations, transects, important features, etc.

Hydrophytic Vegetation Present?	Yes _____	No <u>X</u>	Is the Sampled Area within a Wetland?
Hydric Soil Present?	Yes _____	No <u>X</u>	
Wetland Hydrology Present?	Yes _____	No <u>X</u>	
Precipitation prior to fieldwork: _____			
Remarks: <u>NA means Not Applicable (used on plowed and planted agricultural crop sites in reference to the vegetation).</u>			

VEGETATION

<u>Tree Stratum</u> (Plot size: <u>30' r</u>)	<u>Absolute % Cover</u>	<u>Dominant Species?</u>	<u>Indicator Status</u>	Dominance Test worksheet: Number of Dominant Species That Are OBL, FACW, or FAC: <u>1</u> (A) Total Number of Dominant Species Across All Strata: <u>4</u> (B)
1. <u>Pseudotsuga menziesii</u>	<u>5%</u>	<u>Yes</u>	<u>FACU</u>	
2. _____	_____	_____	_____	Percent of Dominant Species That Are OBL, FACW, or FAC: <u>25%</u> (A/B)
3. _____	_____	_____	_____	
4. _____	_____	_____	_____	Prevalence Index worksheet: Total % Cover of: _____ Multiply by: OBL species <u>0</u> x 1 = <u>0</u> FACW species <u>0</u> x 2 = <u>0</u> FAC species <u>52</u> x 3 = <u>156</u> FACU species <u>38</u> x 4 = <u>152</u> UPL species <u>3</u> x 5 = <u>15</u> Column Totals: <u>93</u> (A) <u>323</u> (B) Prevalence Index = B/A = <u>3.47</u>
5. _____	_____	_____	_____	
<u>5%</u> = Total Cover				Hydrophytic Vegetation Indicators: 1 - Rapid Test for Hydrophytic Vegetation 2 - Dominance Test is >50% 3 - Prevalence Index is ≤3.0 ¹ 4 - Morphological Adaptations ¹ (Provide supporting data in Remarks or on a separate sheet) 5 - Wetland Non-Vascular Plants ¹ Problematic Hydrophytic Vegetation ¹ (Explain) ¹ Indicators of hydric soil and wetland hydrology must be present.
<u>Sapling/Shrub Stratum</u> (Plot size: <u>10' r</u>)				
1. <u>Rubus armeniacus</u>	<u>8%</u>	<u>Yes</u>	<u>FACU</u>	Hydrophytic Vegetation Present? Yes _____ No <u>X</u>
2. _____	_____	_____	_____	
3. _____	_____	_____	_____	_____
4. _____	_____	_____	_____	
5. _____	_____	_____	_____	_____
6. _____	_____	_____	_____	
<u>8%</u> = Total Cover				_____
<u>Herb Stratum</u> (Plot size: <u>5' r</u>)				
1. <u>Agrostis capillaris</u>	<u>35%</u>	<u>Yes</u>	<u>FAC</u>	_____
2. <u>Anthoxanthum odoratum</u>	<u>30%</u>	<u>Yes</u>	<u>FACU</u>	
3. <u>Schedonorus phoenix</u>	<u>15%</u>	<u>No</u>	<u>FAC</u>	_____
4. <u>Geranium dissectum</u>	<u>3%</u>	<u>No</u>	<u>NOL</u>	
5. <u>Equisetum arvense</u>	<u>2%</u>	<u>No</u>	<u>FAC</u>	_____
6. _____	_____	_____	_____	
7. _____	_____	_____	_____	_____
8. _____	_____	_____	_____	
9. _____	_____	_____	_____	_____
10. _____	_____	_____	_____	
11. _____	_____	_____	_____	_____
<u>85%</u> = Total Cover				
<u>Woody Vine Stratum</u> (Plot size: <u>10' r</u>)				_____
1. _____	_____	_____	_____	
2. _____	_____	_____	_____	_____
<u>0%</u> = Total Cover				
% Bare Ground in Herb Stratum <u>15%</u>				_____
Remarks: _____ Entered by: <u>sar</u> QC by: <u>cmw</u>				

SOIL

Sampling Point: 4

Profile Description: (Describe to the depth needed to document the indicator or confirm the absence of indicators.)

Depth (Inches)	Matrix		Redox Features				Texture	Remarks
	Color (moist)	%	Color (moist)	%	Type ¹	Loc ²		
0-16	10YR 3/2	100					sil	

¹Type: C=Concentration, D=Depletion, RM=Reduced Matrix CS=Covered or Coated Sand Grains. ²Location: PL=Pore Lining, M=Matrix.

Hydric Soil Indicators: (Applicable to all LRRs, unless otherwise noted.)

<input type="checkbox"/> Histosol (A1)	<input type="checkbox"/> Sandy Redox (S5)	<input type="checkbox"/> 2 cm Muck (A10)
<input type="checkbox"/> Histic Epipedon (A2)	<input type="checkbox"/> Stripped Matrix (S6)	<input type="checkbox"/> Red Parent Material (TF2)
<input type="checkbox"/> Black Histic (A3)	<input type="checkbox"/> Loamy Mucky Mineral (F1) (except MLRA 1)	<input type="checkbox"/> Very Shallow Dark Surface (TF12)
<input type="checkbox"/> Hydrogen Sulfide (A4)	<input type="checkbox"/> Loamy Gleyed Matrix (F2)	<input type="checkbox"/> Other (Explain in Remarks)
<input type="checkbox"/> Depleted Below Dark Surface (A11)	<input type="checkbox"/> Depleted Matrix (F3)	
<input type="checkbox"/> Thick Dark Surface (A12)	<input type="checkbox"/> Redox Dark Surface (F6)	³ Indicators of hydrophytic vegetation and
<input type="checkbox"/> Sandy Mucky Mineral (S1)	<input type="checkbox"/> Depleted Dark Surface (F7)	wetland hydrology must be present,
<input type="checkbox"/> Sandy Gleyed Matrix (S4)	<input type="checkbox"/> Redox Depressions (F8)	unless disturbed or problematic.

Restrictive Layer (if present):

Type: _____

Depth (Inches): _____

Hydric Soil Present? Yes _____ No

Remarks: s = sand; si = silt; c = clay; l = loam or loamy; co = coarse; f = fine; vf = very fine; + = heavy (more clay); - = light (less clay)

HYDROLOGY

Wetland Hydrology Indicators:

<u>Primary Indicators (minimum of one required; check all that apply)</u>		<u>Secondary Indicators (2 or more required)</u>
<input type="checkbox"/> Surface Water (A1)	<input type="checkbox"/> Water-Stained Leaves (B9) (except MLRA 1, 2, 4A, and 4B)	<input type="checkbox"/> Water-Stained Leaves (B9) (MLRA 1, 2, 4A, and 4B)
<input type="checkbox"/> High Water Table (A2)	<input type="checkbox"/> Salt Crust (B11)	<input type="checkbox"/> Drainage Patterns (B10)
<input type="checkbox"/> Saturation (A3)	<input type="checkbox"/> Aquatic Invertebrates (B13)	<input type="checkbox"/> Dry-Season Water Table (C2)
<input type="checkbox"/> Water Marks (B1)	<input type="checkbox"/> Hydrogen Sulfide Odor (C1)	<input type="checkbox"/> Saturation Visible on Aerial Imagery (C9)
<input type="checkbox"/> Sediment Deposits (B2)	<input type="checkbox"/> Oxidized Rhizospheres along Living Roots (C3)	<input type="checkbox"/> Geomorphic Position (D2)
<input type="checkbox"/> Drift Deposits (B3)	<input type="checkbox"/> Presence of Reduced Iron (C4)	<input type="checkbox"/> Shallow Aquitard (D3)
<input type="checkbox"/> Algal Mat or Crust (B4)	<input type="checkbox"/> Recent Iron Reduction in Tilled Soils (C6)	<input type="checkbox"/> FAC-Neutral Test (D5)
<input type="checkbox"/> Iron Deposits (B5)	<input type="checkbox"/> Stunted or Stressed Plants (D1) (LRR A)	<input type="checkbox"/> Raised Ant Mounds (D6) (LRR A)
<input type="checkbox"/> Surface Soil Cracks (B6)	<input type="checkbox"/> Other (Explain in Remarks)	<input type="checkbox"/> Frost-Heave Hummocks (D7)
<input type="checkbox"/> Inundation Visible on Aerial Imagery (B7)		
<input type="checkbox"/> Sparsely Vegetated Concave Surface (B8)		

Field Observations:

Surface Water Present?	Yes _____ No <input checked="" type="checkbox"/>	Depth (inches): _____	Wetland Hydrology Present? Yes _____ No <input checked="" type="checkbox"/>
Water Table Present?	Yes _____ No <input checked="" type="checkbox"/>	Depth (inches): >16	
Saturation Present? (Includes capillary fringe)	Yes _____ No <input checked="" type="checkbox"/>	Depth (inches): >16	

Describe Recorded Data (stream gauge, monitoring well, aerial photos, previous inspections), if available:

Remarks: Soils were very dry throughout. Entered by: sar QC by: cmw

**SW Handley Street and SW Pacific Highway
Vegetation Table
May 1, 2013**

Common Name	Scientific Name	Wetland Indicator Status	Native / Introduced & Invasive / Noxious
WETLAND VEGETATION			
Colonial Bent	<i>Agrostis capillaris</i>	FAC	introduced
Red Alder	<i>Alnus rubra</i>	FAC	native
Subarctic Lady Fern	<i>Athyrium filix-femina</i>	FAC	native
Field Horsetail	<i>Equisetum arvense</i>	FAC	native
Spreading Rush	<i>Juncus patens</i>	FACW	native
Rice Cut Grass	<i>Leersia oryzoides</i>	OBL	native
Yellow-Skunk-Cabbage	<i>Lysichiton americanus</i>	OBL	native
Reed Canary Grass	<i>Phalaris arundinacea</i>	FACW	invasive
Creeping Buttercup	<i>Ranunculus repens</i>	FAC	introduced
Himalayan Blackberry	<i>Rubus armeniacus</i>	FACU	invasive, noxious
Scouler's Willow	<i>Salix scouleriana</i>	FAC	native
Stinging Nettle	<i>Urtica dioica</i>	FAC	native
UPLAND VEGETATION			
Colonial Bent	<i>Agrostis capillaris</i>	FAC	introduced
Large Sweet Vernal Grass	<i>Anthoxanthum odoratum</i>	FACU	introduced
Canadian Thistle	<i>Cirsium arvense</i>	FAC	invasive, noxious
Fringed Willowherb	<i>Epilobium ciliatum</i>	FACW	native
Field Horsetail	<i>Equisetum arvense</i>	FAC	native
Sticky-Willy	<i>Galium aparine</i>	FACU	native
cutleaf geranium	<i>Geranium dissectum</i>	NOL	introduced
dovefoot geranium	<i>Geranium molle</i>	NOL	introduced
Common Velvet Grass	<i>Holcus lanatus</i>	FAC	introduced
Douglas-Fir	<i>Pseudotsuga menziesii</i>	FACU	native
Himalayan Blackberry	<i>Rubus armeniacus</i>	FACU	invasive, noxious
Curly Dock	<i>Rumex crispus</i>	FAC	introduced
tall fescue	<i>Schedonorus phoenix</i>	FAC	introduced
Tansy Ragwort	<i>Senecio jacobaea</i>	FACU	noxious
Common Dandelion	<i>Taraxacum officinale</i>	FACU	introduced

An asterisk (*) following an indicator identifies tentative assignment in Region 9 of the USFWS plant list.

A question mark (?) preceded by a space indicates our default assumption that the plant is FAC.

Wetland Indicator Status for the WMVC Region per the National Wetland Plant List:

https://wetland_plants.usace.army.mil accessed April 30, 2012 using Firefox

See USDA Plants Database for non-wetland plants: <http://plants.usda.gov/>

Native per Hitchcock & Cronquist 1973 and <http://plants.usda.gov/>

Invasive status per Clean Water Services 2008:

<http://www.cleanwaterservices.org/PermitCenter/DesignAndConstruction/default.aspx>

Noxious per ODA 2012

<http://www.oregon.gov/ODA/PLANT/WEEDS/lists.shtml>

WETLAND INDICATOR STATUS - Western Mountains, Valleys, and Coast Region	
OBL	Obligate Wetland – Plants that occur almost always in wetlands (estimated probability >99%) under natural conditions, but which may also rarely occur in non-wetlands (<1% probability). Examples: broadleaf cattail, skunk cabbage
FACW	Facultative Wetland - Plants that usually occur in wetlands (estimated probability 67%-99%), but also occur in non-wetlands an estimated 1%-33% of the time. Examples: Oregon ash, red-osier dogwood
FAC	Facultative – Plants that are equally likely to occur in wetlands or non-wetlands (estimated probability 34%-66%). Examples: red alder, salmonberry
FACU	Facultative Upland - Plants that usually occur in non-wetlands (estimated probability 67-99%), but occasionally are found in wetlands (estimated probability 1%-33%). Examples: bigleaf maple, Himalayan blackberry
UPL	Upland - Plants that almost always occur in non-wetlands (<1% probability of occurring in wetlands).
NOL	Not Listed - Plants that are not on the list; assumed to be UPL but may not have occurred in the region when indicators were assigned.

Vegetated Corridor (VECO) Condition Assessment for CWS Natural Resource Assessment

Site:	<u>SW Handley St and SW Pacific Hwy</u>		
Investigators:	<u>Stacey Reed and Taya MacLean</u>		
Date:	<u>May 1, 2013</u>		
Community:	Grass / Himalayan blackberry		
Location:	Adjacent to Floodplain Wetland		
Plot ID:	VECO A / Wet Det 2		
Tree species, % Cover, Native, Invasive - 30 foot radius, >5% cover:			
			0%
Shrub species, % Cover, Native, Invasive - 30 foot radius, >5% cover:			
			15%
* <i>Rubus armeniacus</i>	Himalayan Blackberry	invasive, noxious	15%
Herb Species, % Cover, Native, Invasive - 10 foot radius, >5% cover:			
			35%
* <i>Agrostis capillaris</i>	Colonial Bent	introduced	15%
<i>Cirsium arvense</i>	Canadian Thistle	invasive, noxious	5%
<i>Epilobium ciliatum</i>	Fringed Willowherb	native	5%
<i>Galium aparine</i>	Sticky-Willy	native	5%
<i>Cardamine hirsuta</i>	Hairy Bittercress	introduced	3%
<i>Senecio jacobaea</i>	Tansy Ragwort	noxious	2%
* Dominant			
		Total Cover	50%
	Absolute areal cover		
% Tree canopy:	0%		
% Cover by natives:	10%		
% Invasive:	20%		
% Noxious:	2%		
% Non-native:	18%		
	<hr/>		
	50%		
Corridor Condition:	Degraded		



Photo A. View south of degraded condition vegetated corridor.



Photo C. View west of Plot 1.



Photo B. View west of Plot 2.



Photo D. View west of Plot 4.

**SW Handley Street and SW Pacific Highway
Vegetated Corridor Planting Specifications Table
May 13, 2013**

Vegetated Corridor Enhancement of *degraded* corridor to *good* condition upland forest
(total planting area = 0.42 acre / 18,199 square feet)

Scientific Name	Common Name	Size*	Spacing/Seeding Rate	Quantity
Trees (total 182)				
<i>Acer macrophyllum</i>	bigleaf maple	2 gallon	10 feet on center	91
<i>Pseudotsuga menziesii</i>	Douglas fir	1 gallon	10 feet on center	91
Shrubs (total 910)				
<i>Holcus discolor</i>	oceanspray	1 gallon	4-5 feet on center	227
<i>Mahonia aquifolium</i>	tall Oregon grape	1 gallon	4-5 feet on center	228
<i>Rosa pisocarpa</i>	clustered rose	1 gallon	4-5 feet on center	227
<i>Symphoricarpus albus</i>	snowberry	1 gallon	4-5 feet on center	228
Seed Mix				
<i>Bromus carinatus</i>	California brome	seed	10 lb pls/acre	As needed for bare soil areas >25 square feet
<i>Elymus glaucus</i>	Blue wildrye	seed	10 lbs pls/acre	

* Bare root plants may be substituted for container plants based on availability. If bare root plants are used, they must be planted during the late winter/early spring dormancy period.

Planting Notes (per CWS Design & Construction Standards, Appendix A Planting Requirements, June 2007):

- 1) Plantings should preferably be installed between February 1 and May 1 or between October 1 and November 15. Plants may be installed at other times of the year; however, additional measures may be necessary to ensure plant survival. Irrigation or other water practices (i.e. polymer, plus watering) shall be used during the two-year maintenance period. Watering shall be provided at a rate of at least one inch per week between June 15 and October 15.
- 2) Plantings shall be mulched a minimum of three inches in depth and 18 inches in diameter to retain moisture and discourage weed growth around newly installed plant material.
- 3) Tree plantings shall be protected from wildlife damage (beaver, nutria) by installing tree-protector tubes or wire mesh cylinders around newly installed plantings.

Maintenance Plan:

- 1) Clean Water Services requires a two-year maintenance period for vegetated corridor mitigation. The mitigation site is to be inspected annually, a minimum of three times during the growing season and one time prior to onset of the growing season. Invasive species control is to be conducted as needed based upon the site inspections.
- 2) Clean Water Services' success criterion for vegetated corridor landscaping is 80% survival of tree and shrub plantings during the 2 years following planting. The vegetated corridor landscaping should be monitored annually in the spring or fall to assess survival of tree and shrub plantings. If any mortality is noted on the site, the factor likely to have caused mortality of plantings is to be determined and corrected if possible. If survival falls below 80% at any time during the two-year maintenance period, the plantings shall be replaced, and other corrective measures, such as additional mulching or irrigation, may need to be implemented. If replanting is necessary, the maintenance period will be extended for two years from the date of replanting.

