



Home of the Tualatin River National Wildlife Refuge

Case No. _____
Fee _____
Receipt # _____
Date _____
TYPE _____

City of Sherwood Application for Land Use Action

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

- Annexation
- Plan Amendment (Proposed Zone _____)
- Planned Unit Development
- Site Plan (square footage of building and parking area)
- Variance (list standards to be varied in description)
- Conditional Use
- Partition (# of lots _____)
- Subdivision (# of lots _____)
- Other: Major Modification to an Approved Site Plan

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

Note: See City of Sherwood current Fee Schedule, which includes the "Publication/Distribution of Notice" fee, at www.sherwoodoregon.gov. Click on Government/Finance/Fee Schedule.

Owner/Applicant Information:

Applicant: Deacon Development, LLC (Attn: Ryan Schera) Phone: 503-680-1176
 Applicant Address: 901 NE Glisan Street, Suite 100 Portland, OR 97232 Email: ryan.schera@deacon.com
 Owner: DD Sherwood Two, LLC Phone: 503-297-8791
 Owner Address: 901 NE Glisan Street, Suite 100 Portland, OR 97232 Email: _____
 Contact for Additional Information: Ryan Schera, Deacon Development, LLC (503-680-1176, ryan.schera@deacon.com)

Property Information:

Street Location: 16864 SW Edy Road Sherwood, OR 97140
 Tax Lot and Map No: 2S130DA02200
 Existing Structures/Use: Vacant Land within Mixed-Use Development (Cedar Creek Plaza)
 Existing Plan/Zone Designation: RC - Retail Commercial
 Size of Property(ies) 75,359 SF/1.73 AC (Lot 2 of Cedar Creek Plaza)

Proposed Action:

Purpose and Description of Proposed Action:

Major Modification to an Approved Site Plan for development of a Multi-family housing building and supportive surface parking in the Cedar Creek Plaza mixed-use development.

Proposed Use: Multi-family housing

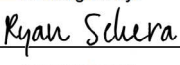

Proposed No. of Phases (one year each): The subject project is Phase 2 for the mixed-use development. The Multi-family housing and parking will be built in one single phase.

LAND USE APPLICATION FORM

Authorizing Signatures:

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

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

	<small>DocuSigned by:</small>  <small>FFEE1758BD62</small>	4/26/2021
Applicant's Signature	Authorized Agent	Date
	<small>DocuSigned by:</small>  <small>0CCB741117E042</small>	4/26/2021
Owner's Signature	Manager	Date

The following materials must be submitted with your application or it will not be accepted at the counter. Once taken at the counter, the City has up to 30 days to review the materials submitted to determine if we have everything we need to complete the review. Applicant can verify submittal includes specific materials necessary for the application per checklist.

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

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



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 Contact for Additional Information: Ryan Schera, Deacon Development, LLC (503-680-1176, ryan.schera@deacon.com)

Property Information:

Street Location: 16784 SW Edy Road Sherwood, OR 97140
 Tax Lot and Map No: 2S130DA02300
 Existing Structures/Use: Retail within Mixed-Use Development (Cedar Creek Plaza)
 Existing Plan/Zone Designation: RC - Retail Commercial
 Size of Property(ies) 39,639 SF/0.91 AC (Lot 3 of Cedar Creek Plaza)

Proposed Action:

Purpose and Description of Proposed Action:

Major Modification to an Approved Site Plan for development of a Multi-family housing building and supportive surface parking in the Cedar Creek Plaza mixed-use development.

Proposed Use: Multi-family housing

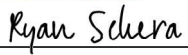

Proposed No. of Phases (one year each): The subject project is Phase 2 of the mixed-use development. The Multi-family housing and parking will be built in one single phase.

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Applicant's Signature	Authorized Agent	Date	
	<small>DocuSigned by:</small>  <small>0CCB741117E042B1</small>	4/26/2021	
Owner's Signature	Manager	Date	

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Property Information:

Street Location: 16840 SW Edy Road Sherwood, OR 97140
 Tax Lot and Map No: 2S130DA02700
 Existing Structures/Use: Retail within Mixed-Use Development (Cedar Creek Plaza)
 Existing Plan/Zone Designation: RC - Retail Commercial
 Size of Property(ies) 30,492 SF/0.70 AC (Lot 7 of Cedar Creek Plaza)

Proposed Action:

Purpose and Description of Proposed Action:

Major Modification to an Approved Site Plan for development of a Multi-family housing building and supportive surface parking in the Cedar Creek Plaza mixed-use development.

Proposed Use: Multi-family housing

Proposed No. of Phases (one year each): The subject project is Phase 2 of the mixed-use development. The Multi-family housing and parking will be built in one single phase.

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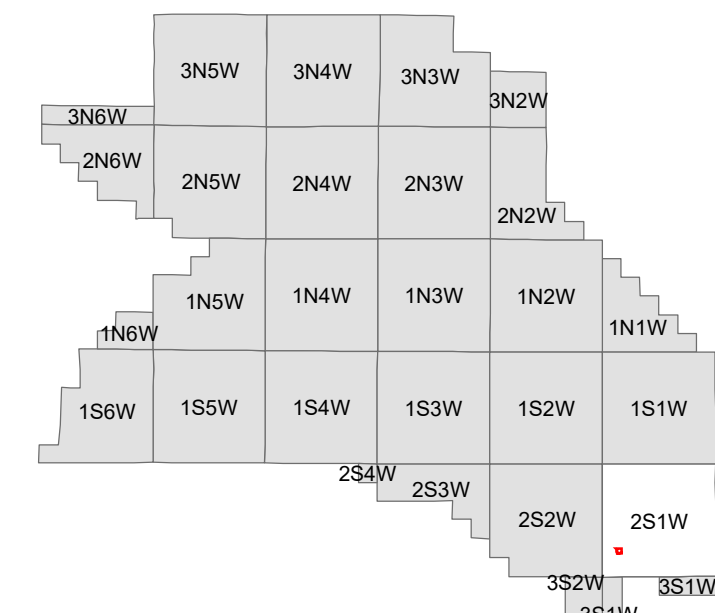
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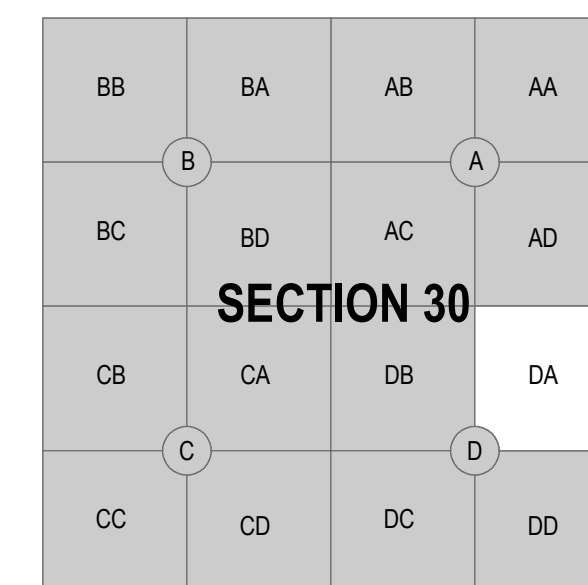
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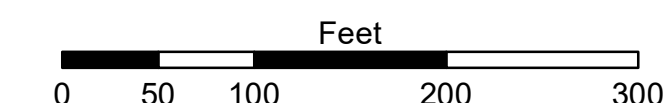
WASHINGTON COUNTY OREGON
NE 1/4 SE 1/4 SECTION 30 T2S R1W W.M.
SCALE 1"= 100'

36	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

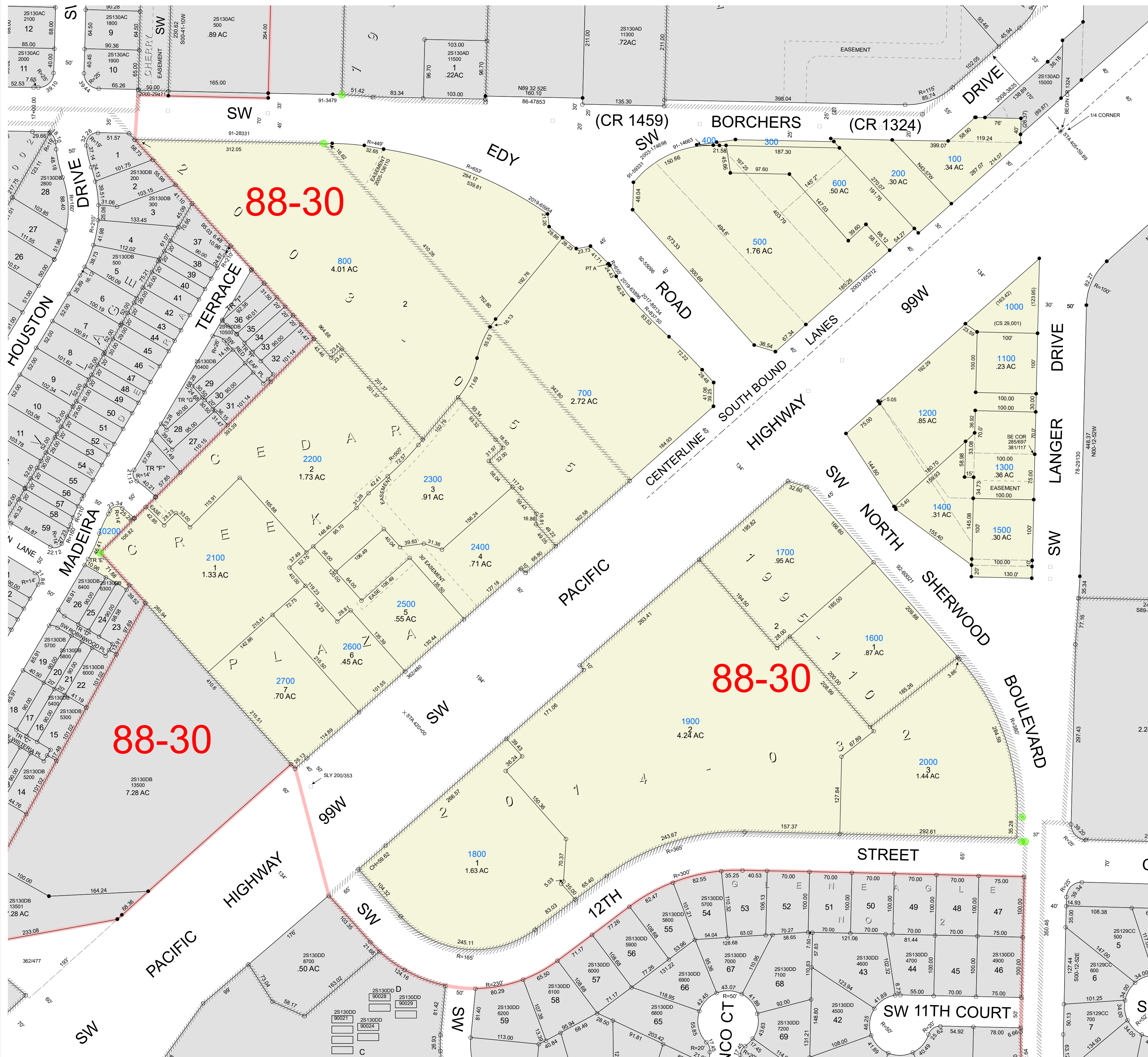


Cancelled Taxlots For: 2S130DA
900,



PLOT DATE: 2/19/2020
Rotation: 0
FOR ASSESSMENT PURPOSES
ONLY - DO NOT RELY ON
FOR OTHER USE

Map areas delineated by either gray 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.



88-30

88-30

88-30





AERIAL/VICINITY MAP

CEDAR CREEK
plaza

DEACON
DEVELOPMENT

DEACON DEVELOPMENT MIXED USE SITE Zoning Map Sherwood, Oregon

LEGEND

-  Project Tax Lots
-  Tax Lots

ZONE











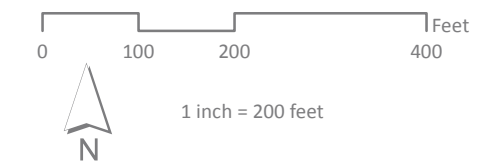
-  Retail Commercial- RC
 -  Retail Commercial- RC PUD*
 -  General Commercial- GC
 -  High Density Residential- HDR
 -  High Density Residential- HDR PUD*
 -  Medium Density Residential High - MDRH
 -  Medium Density Residential Low- MDRL
 -  Low Density Residential- LDR
 -  Low Density Residential- LDR PUD*
 -  Unanexed Area- Inside UGB
- *Planned Unit Development

Exhibit C



SOURCE DATA: Metro RLIS Lite Base Data, May 2016
GEOGRAPHIC PROJECTION: NAD 83 HARN, Oregon North Lambert Conformal Conic

Date: 11/8/2016 Map Created By: KWB
File: Site map Zoning Project No: 2150650.00



MACKENZIE.

P 503.224.9560 • F 503.228.1285 • W MCKNZE.COM
RiverEast Center, 1515 SE Water Avenue, #100, Portland, OR 97214

Portland, Oregon • Vancouver, Washington • Seattle, Washington

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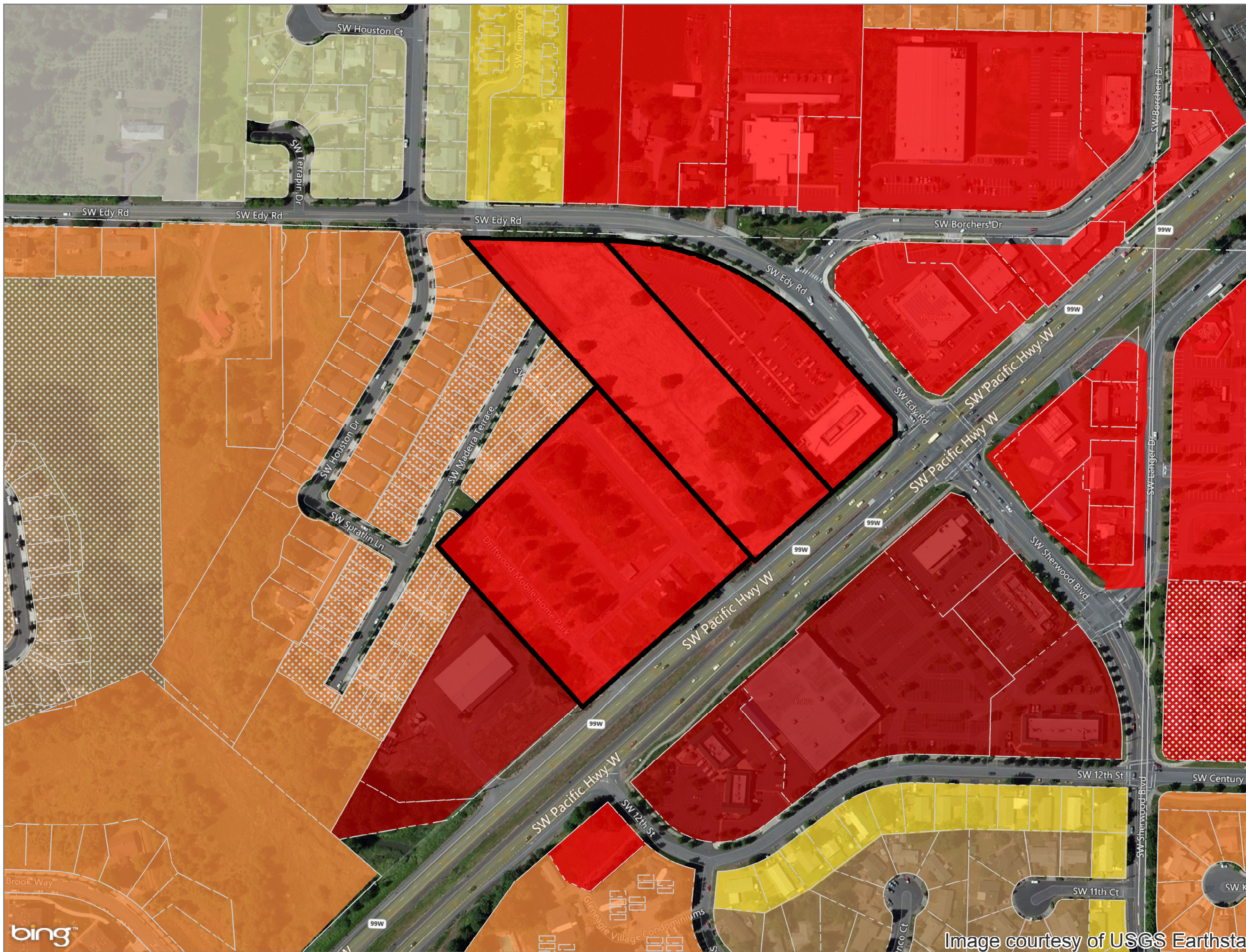


Image courtesy of USGS Earthstar

LEGEND

CONIFEROUS TREE

WATER VALVE

WATER BLOWOFF

STORM SEWER CLEAN OUT

STORM SEWER CATCH BASIN

STORM SEWER MANHOLE

SANITARY SEWER MANHOLE

SANITARY SEWER CLEAN OUT

GAS RISER

STREET LIGHT

FOUND SURVEY MONUMENT

RIGHT-OF-WAY LINE

BOUNDARY LINE

PROPERTY LINE

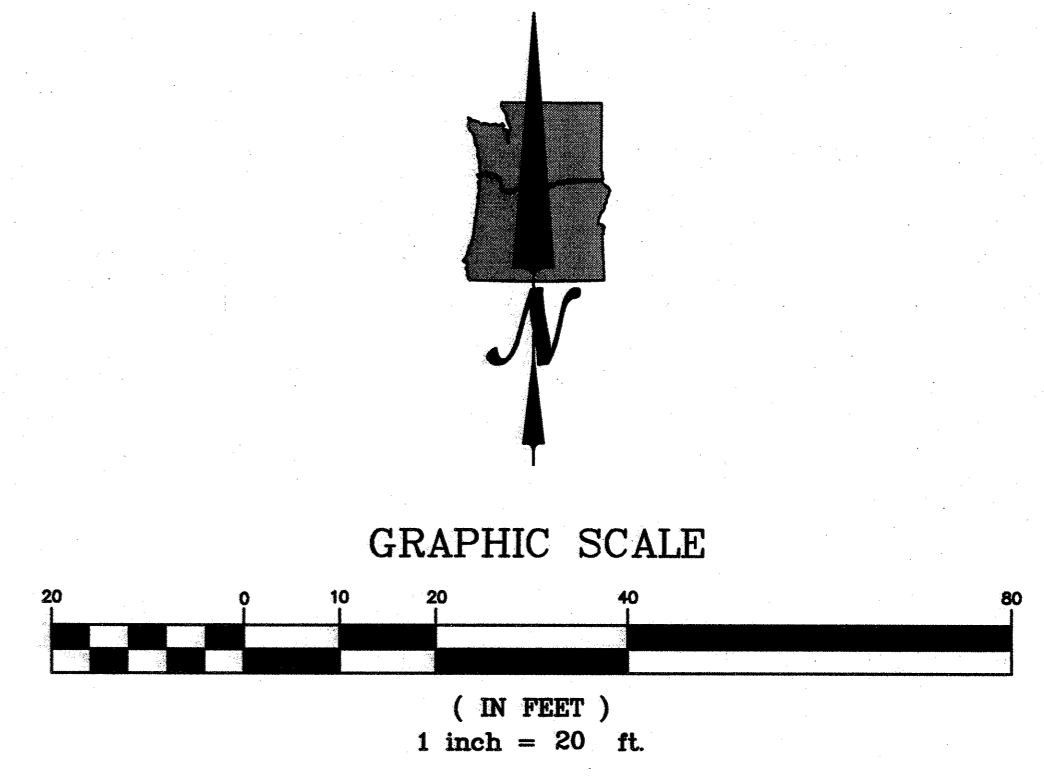
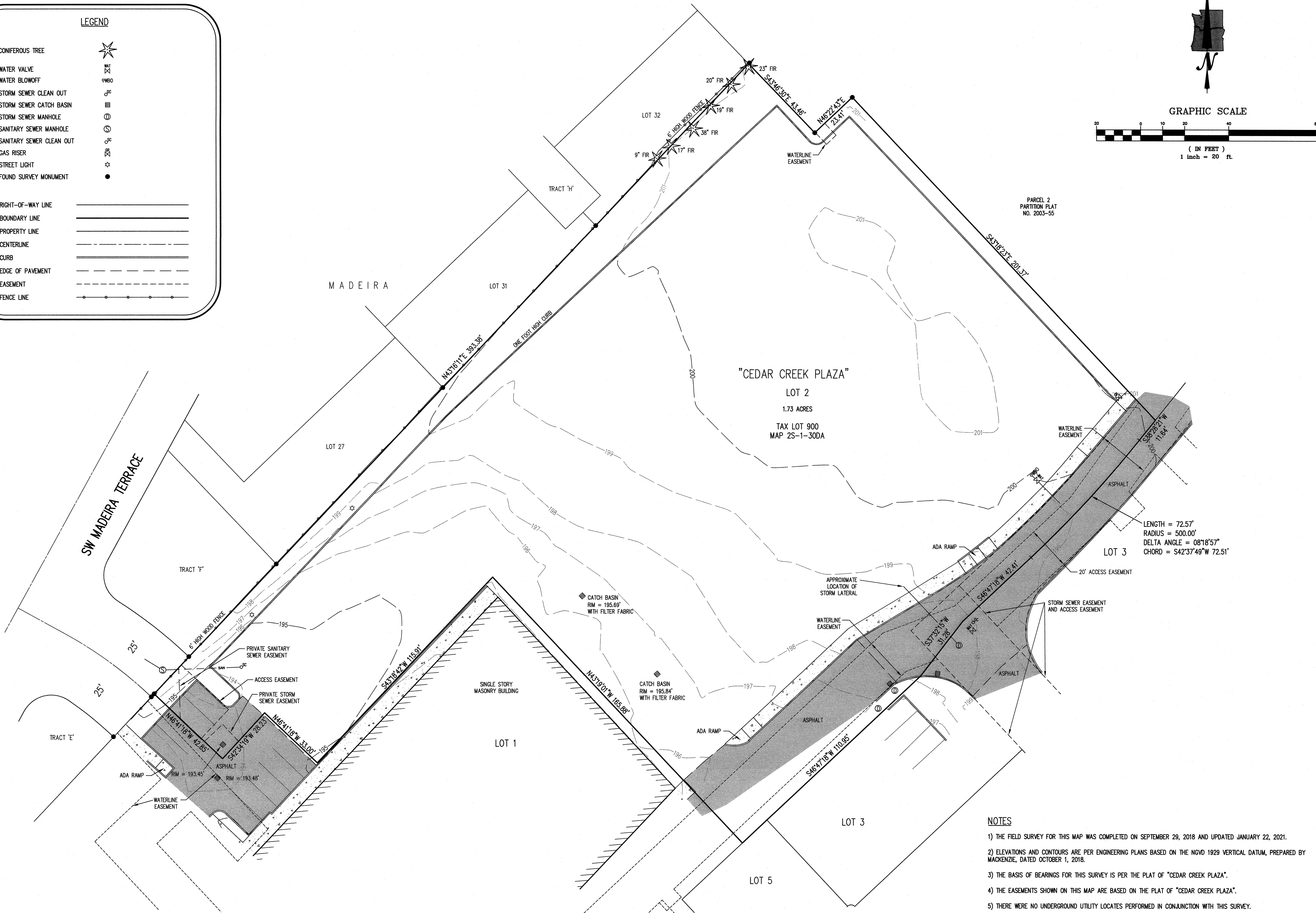
CENTERLINE

CURB

EDGE OF PAVEMENT

EASEMENT

FENCE LINE



- NOTES**
- 1) THE FIELD SURVEY FOR THIS MAP WAS COMPLETED ON SEPTEMBER 29, 2018 AND UPDATED JANUARY 22, 2021.
 - 2) ELEVATIONS AND CONTOURS ARE PER ENGINEERING PLANS BASED ON THE NGVD 1929 VERTICAL DATUM, PREPARED BY MACKENZIE, DATED OCTOBER 1, 2018.
 - 3) THE BASIS OF BEARINGS FOR THIS SURVEY IS PER THE PLAT OF "CEDAR CREEK PLAZA".
 - 4) THE EASEMENTS SHOWN ON THIS MAP ARE BASED ON THE PLAT OF "CEDAR CREEK PLAZA".
 - 5) THERE WERE NO UNDERGROUND UTILITY LOCATES PERFORMED IN CONJUNCTION WITH THIS SURVEY.

ORTHWEST SURVEYING, INC.
 1815 NW 169th PLACE, SUITE 2090
 BEAVERTON, OR 97006
 PH: (503) 848-2127 FAX: (503) 848-2179
 EMAIL: nwsurveying@nwsrwy.com

LOT 2 OF "CEDAR CREEK PLAZA"
 LOCATED IN THE SE 1/4 OF SECTION 30,
 TOWNSHIP 2 SOUTH, RANGE 1 WEST, W.M.,
 CITY OF SHERWOOD,
 WASHINGTON COUNTY, OREGON

TOPOGRAPHIC SURVEY
SHERWOOD, OREGON

DRAWING NO.: 1697 LOT2 TOPO2
 SCALE: AS NOTED
 DRAWING GENERATED BY: LD2004
 DRAWN BY: CDW
 CHECKED BY: SF

PREPARED FOR:
 DEACON DEVELOPMENT GROUP
 901 NE GLISAN STREET
 PORTLAND, OR 97232

REVISIONS:
 INITIAL RELEASE: OCT. 9, 2018
 UPDATED: FEB 2, 2021

REGISTERED PROFESSIONAL LAND SURVEYOR
Scott F. Field
 OREGON
 JUNE 30, 1997
 SCOTT F. FIELD
 2844
 RENEWS: 12-31-2021

JOB NUMBER
1697

SHEET
1 OF 1



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THESE DRAWINGS ARE THE PROPERTY
OF MACKENZIE AND ARE NOT TO BE
USED OR REPRODUCED IN ANY MANNER,
WITHOUT PRIOR WRITTEN PERMISSION

REVISIONS:

REVISION SHEET	DELTA	REVISIONS THIS SHEET	REVISION CLOSING DATE
1	X		12/05/17
2	X		06/01/2018
3	X		07/12/2018

SHEET TITLE:
**SITE PLAN -
RETAIL**

DRAWN BY: KRC

CHECKED BY: RJH

SHEET:

C2.1A

JOB NO. **2160618.00**

GENERAL NOTES

- SEE SHEET C1.1A FOR GENERAL NOTES

KEYNOTES

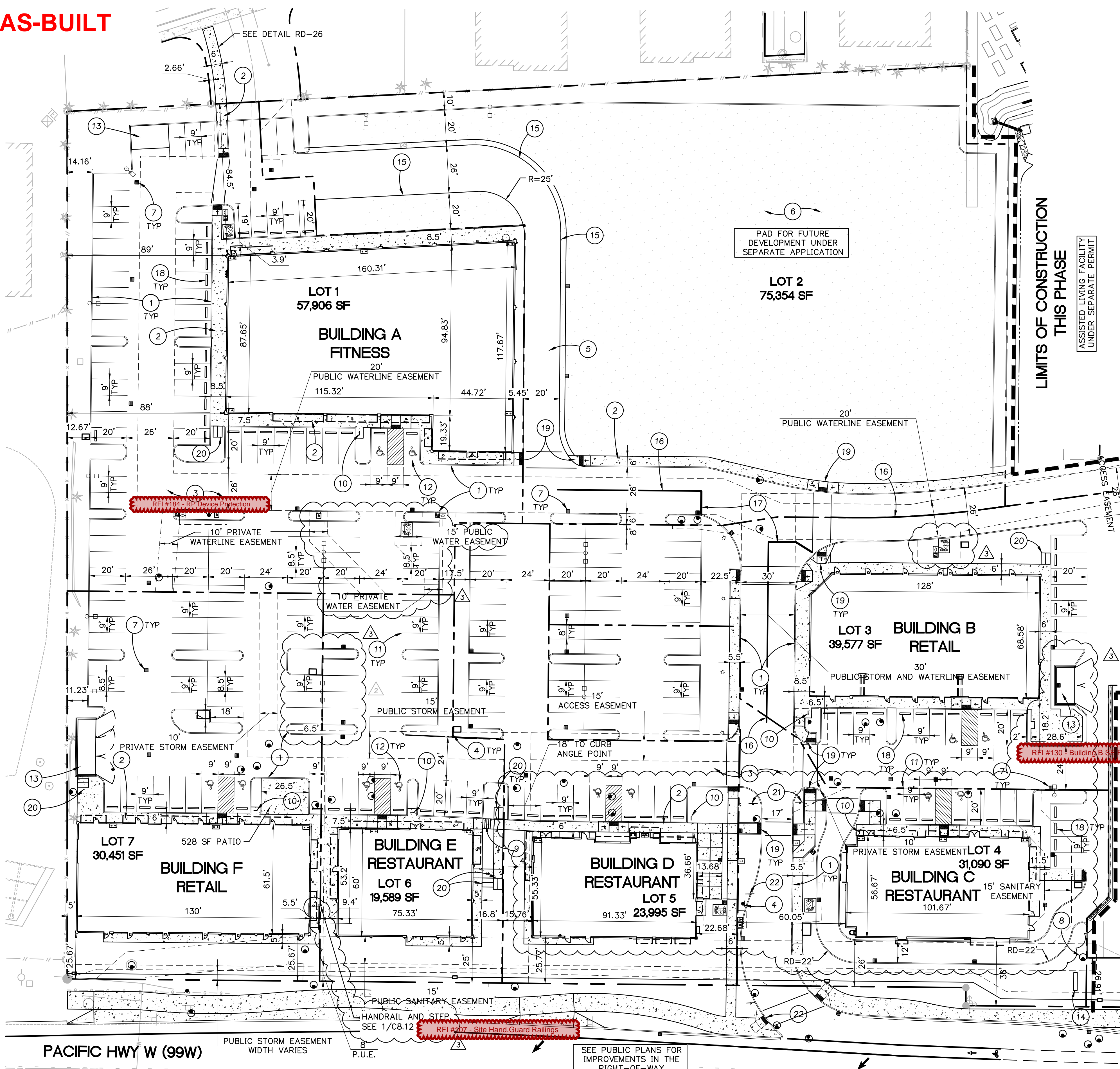
- CONCRETE VERTICAL CURB PER DETAIL 1/C8.1
- CONCRETE SIDEWALK PER DETAIL 12/C8.1
- ASPHALT PAVEMENT PER DETAIL 2/C8.1
- FIRE HYDRANT, SEE UTILITY PLAN
- GRAVEL FIRE ACCESS SECTION PER DETAIL 4/C8.3
- ROUGH SEED, SEE LANDSCAPE PLANS
- CATCH BASIN, SEE UTILITY PLAN
- SANITARY MANHOLE, SEE UTILITY PLAN
- (4) 6" RISE STAIRS PER DETAIL 6/C8.1
- BICYCLE PARKING PER DETAIL 7/C8.1
- 4" WHITE PARKING STRIPE
- ACCESSIBLE PARKING STALL PER DETAIL 8/C8.1
- TRASH ENCLOSURE, SEE ARCHITECTURAL DETAILS
- FUTURE MONUMENT SIGN UNDER SEPARATE PERMIT (APPROXIMATE LOCATION)
- EDGE OF PAVEMENT
- 4" WHITE DRIVE AISLE STRIPE
- 12" WHITE STOP BAR
- CURB STOP PER DETAIL 10/C8.1
- CURB RAMP PER DETAIL 16/C8.1
- BICYCLE LOCKERS
- SIGN R5-1
- SIGN R5-1A

LEGEND

EXISTING	PROPOSED	
---	---	WATER LINE
---	---	GAS LINE
-T(XX)-	-T(XX)-	TELEPHONE LINE (OH) OR (UG)
-P(XX)-	-P(XX)-	POWER LINE (OH) OR (UG)
-SD-	-SD-	STORM LINE
-SS-	-SS-	SEWER LINE
- - - - -	- - - - -	EASEMENT
- - - - -	- - - - -	RIGHT-OF-WAY
- - - - -	- - - - -	LOT LINE
- - - - -	- - - - -	CURB
- - - - -	- - - - -	CURB PAINTED RED WITH 'FIRE LANE-DO NOT PARK'
- - - - -	- - - - -	DRIVE AISLE STRIPE
- - - - -	- - - - -	STOP BAR
- - - - -	- - - - -	CHAIN LINK FENCE
- - - - -	- - - - -	WOOD FENCE
+	+	SET 2"x2" HUB/TACK LINE STAKE
△	△	BENCHMARK
☆	☆	LUMINAIRE (LUM.)
□	□	YARD LIGHT
☆	☆	ORNAMENTAL LIGHT
□	□	TRAFFIC SIGNAL LIGHTS
□	□	POWER METER
□	□	POWER POLE
□	□	JUNCTION BOX (AS NOTED)
□	□	TELEPHONE RISER
□	□	CATCH BASIN (CB)
○	○	STORM MANHOLE (SDMH)
○	○	SANITARY SEWER MANHOLE (SSMH)
□	□	GAS METER
□	□	GAS VALVE
□	□	WATER VALVE (WV)
□	□	FIRE HYDRANT(FH)/ CONNECTION(FDC)
□	□	WATER METER
□	□	SIGN
□	□	IRRIGATION SPRINKLER
□	□	WATER QUALITY VAULT
□	□	TRANSFORMER
□	□	BACKFLOW PREVENTOR
□	□	DDCV
○	○	SET REBAR/CAP (LS#45789)
○	○	FOUND REBAR/CAP (AS NOTED)
○	○	SET 2"x2" HUB/TACK LINE STAKE
+	+	BENCHMARK
→	→	DIRECTIONAL ARROW
♿	♿	HANDICAP SYMBOL
○	○	DECIDUOUS TREE
○	○	CONIFEROUS TREE
○	○	TREE DRIP LINE
▨	▨	CONCRETE
▨	▨	GRAVEL/SAND (AS NOTED)
▨	▨	BUILDING LINE

SITE DATA TABLE

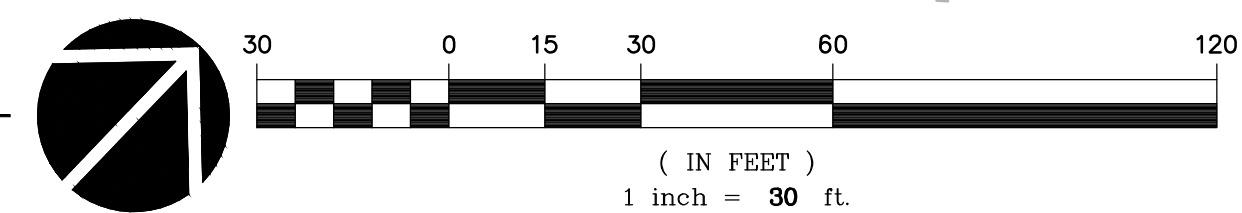
LOT 1:	LOT AREA: 57,906 SF BUILDING AREA: 15,728 SF IMPERVIOUS AREA: 50,778 SF PARKING: STANDARD: 67 COMPACT: 9 ADA: 2 TOTAL: 78
LOT 2:	LOT AREA: 75,354 SF IMPERVIOUS AREA: 14,134 SF
LOT 3:	LOT AREA: 39,577 SF BUILDING AREA: 8,723 SF IMPERVIOUS AREA: 34,254 SF PARKING: STANDARD: 30 COMPACT: 14 ADA: 2 TOTAL: 46
LOT 4:	LOT AREA: 31,090 SF BUILDING AREA: 5,730 SF IMPERVIOUS AREA: 22,898 SF PARKING: STANDARD: 24 COMPACT: 4 ADA: 2 TOTAL: 30
LOT 5:	LOT AREA: 23,995 SF BUILDING AREA: 4,987 SF IMPERVIOUS AREA: 17,508 SF PARKING: STANDARD: 20 COMPACT: 0 ADA: 2 TOTAL: 22
LOT 6:	LOT AREA: 19,589 SF BUILDING AREA: 4,936 SF IMPERVIOUS AREA: 14,213 SF PARKING: STANDARD: 18 COMPACT: 4 ADA: 2 TOTAL: 24
LOT 7:	LOT AREA: 30,451 SF BUILDING AREA: 7,715 SF IMPERVIOUS AREA: 26,664 SF PARKING: STANDARD: 32 COMPACT: 4 ADA: 2 TOTAL: 38



LIMITS OF CONSTRUCTION THIS PHASE

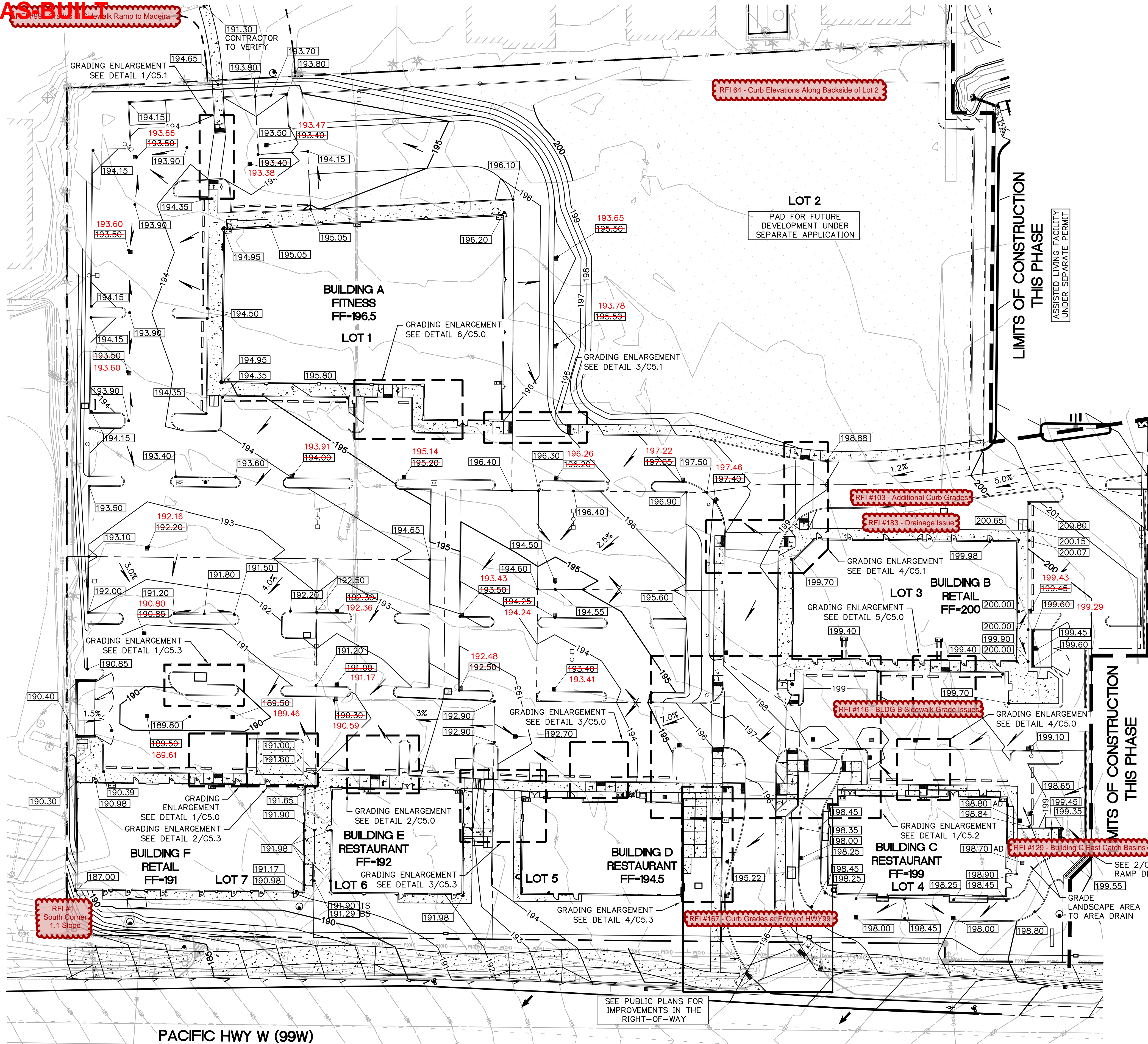
LIMITS OF CONSTRUCTION THIS PHASE

1 SITE PLAN
C2.1A SCALE: 1"=30'



THE SURVEY INFORMATION SHOWN AS A BACKGROUND SCREEN ON THIS SHEET IS SHOWN FOR REFERENCE ONLY AND IS BASED ON A SURVEY BY: BARGHAUSEN CONSULTING ENGINEERING, INC. DATE: 03/16/2016

AS-BUILT



GRADING NOTES

- ROUGH GRADING: BRING ALL FINISH GRADES TO APPROXIMATE LEVELS INDICATED. WHERE GRADES ARE NOT OTHERWISE INDICATED, FINISH GRADES ARE TO BE THE SAME AS ADJACENT SIDEWALKS, CURBS, OR THE OBVIOUS GRADE OF ADJACENT STRUCTURE. GRADE TO UNIFORM LEVELS OR SLOPES BETWEEN POINTS WHERE GRADES ARE GIVEN. ROUND OFF SURFACES, AVOID ABRUPT CHANGES IN LEVELS. ROUGH GRADE TO ALLOW FOR DEPTH OF CONCRETE SLABS, WALKS, AND THEIR BASE COURSES. GRADE FOR PAVED DRIVES AND PAVED PARKING AREAS AS INDICATED AND SPECIFIED HEREIN, AND PROVIDE FOR SURFACE DRAINAGE AS SHOWN, ALLOWING FOR THICKNESS OF SURFACING MATERIAL.
FINISH GRADING: AT COMPLETION OF JOB AND AFTER BACKFILLING BY OTHER CRAFTS HAS BEEN COMPLETED, REFILL AND COMPACT AREAS WHICH HAVE SETTLED OR ERODED TO BRING TO FINAL GRADES. GRADING TOLERANCES:
ROUGH GRADE AT PAVED OR LANDSCAPED AREAS: ±0.1 FT.
FINISH GRADE PRIOR TO PLACING FINAL SURFACING: ±0.03 FT.
- EXCAVATION: EXCAVATE FOR SLABS, PAVING, AND OTHER IMPROVEMENTS TO SIZES AND LEVELS SHOWN OR REQUIRED. ALLOW FOR FORM CLEARANCE AND FOR PROPER COMPACTION OF REQUIRED BACKFILLING MATERIAL. EXCAVATOR(S) MUST COMPLY WITH O.R.S. 757.541 THROUGH 757.571; EXCAVATOR(S) SHALL NOTIFY ALL UTILITY COMPANIES FOR LINE LOCATIONS 72 HOURS (MINIMUM) PRIOR TO START OF WORK. DAMAGE TO UTILITIES SHALL BE CORRECTED AT THE CONTRACTOR'S EXPENSE.
- EFFECTIVE EROSION PREVENTION AND SEDIMENT CONTROL IS REQUIRED. EROSION CONTROL DEVICES MUST BE INSTALLED AND MAINTAINED MEETING THE CITY OF SHERWOOD REQUIREMENTS. THE GOVERNING JURISDICTION MAY, AT ANY TIME, ORDER CORRECTIVE ACTION AND STOPPAGE OF WORK TO ACCOMPLISH EFFECTIVE EROSION CONTROL.
- EFFECTIVE DRAINAGE CONTROL IS REQUIRED. DRAINAGE SHALL BE CONTROLLED WITHIN THE WORK SITE AND SHALL BE SO ROUTED THAT ADJACENT PRIVATE PROPERTY, PUBLIC PROPERTY, AND THE RECEIVING SYSTEM ARE NOT ADVERSELY IMPACTED. THE GOVERNING JURISDICTION MAY, AT ANY TIME, ORDER CORRECTIVE ACTION AND STOPPAGE OF WORK TO ACCOMPLISH EFFECTIVE DRAINAGE CONTROL.
- SITE TOPSOIL SHALL BE STOCKPILED DURING CONSTRUCTION AND USED FOR LANDSCAPING.
- THE SURVEY INFORMATION SHOWN AS A BACKGROUND SCREEN ON THIS SHEET IS BASED ON A SURVEY BY BARGHAUSEN CONSULTING ENGINEERING, INC. AND IS SHOWN FOR REFERENCE ONLY. CONTRACTOR TO VERIFY ALL EXISTING CONDITIONS WITH THEIR OWN RESOURCES PRIOR TO START OF ANY CONSTRUCTION.
- CONTRACTOR TO COORDINATE GRADES AT ENTRANCE WITH ARCHITECTURAL PLANS PRIOR TO CONSTRUCTION.
- 2% MAXIMUM SLOPE AT ALL ADA-COMPLIANT PARKING SPACES AND LOADING ZONES.
- 5% MAX SLOPE (EXCLUDING RAMPS) AT PEDESTRIAN SIDEWALK CONNECTIONS BETWEEN PUBLIC R.O.W. AND BUILDING ENTRANCES.
- WHERE SLOPES ARE STEEPER THAN 3:1, CONTRACTOR SHALL INSTALL JUTE MATTING. SLOPE SHALL BE PREPARED TO ENSURE COMPLETE AND DIRECT CONTACT OF MATTING WITH SOIL. FOLLOW MANUFACTURER'S RECOMMENDATIONS.
- REFER TO GEODESIGN'S GEOTECHNICAL REPORT FOR "DEACON SHERWOOD DEVELOPMENT", DATED 10/24/16 AND SUBSEQUENT MEMO OF PRELOAD RECOMMENDATIONS.
- CROSS SLOPE IN MIDDLE 5' OF ALL CROSSWALKS NOT TO EXCEED 2%

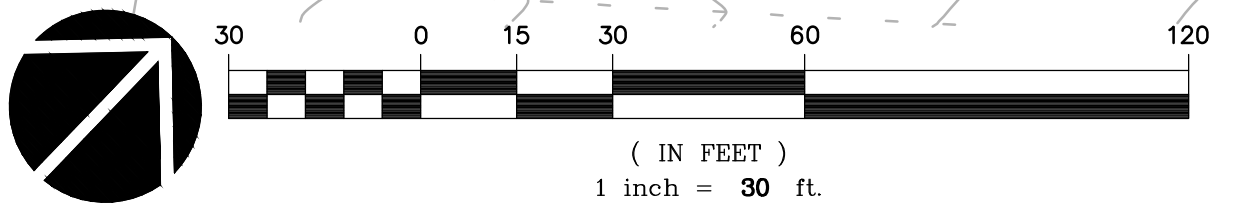
LEGEND

SEE SHEET C2.1A FOR ADDITIONAL LEGEND
NOTE: ALL SPOT ELEVATIONS SHOWN ARE ASPHALT OR WALK GRADES UNLESS OTHERWISE NOTED

EXISTING	PROPOSED	
—201—	—121—	MINOR CONTOUR
—200—	—120—	MAJOR CONTOUR
- - - -	- - - -	RIDGE LINE
□	■	CATCH BASIN
XXX.XX		SPOT ELEVATION
→		SLOPE ARROW
BC		BOTTOM OF CURB
TC		TOP OF CURB
LP		LOW POINT
HP		HIGH POINT
EX		MATCH EXISTING
TS		TOP OF STEP
BS		BOTTOM OF STEP
AD		AREA DRAIN

PACIFIC HWY W (99W)

1 GRADING PLAN
C2.2A SCALE: 1"=30'



PRELIMINARY AS-BUILT DRAWINGS - OCTOBER 26, 2018
MINOR MODIFICATION TO CITY APPROVED PLANS - MAY 17, 2018

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SUITE 100
PORTLAND, OR 97232

Project
CEDAR CREEK PLAZA
16770 SW EDY ROAD
SHERWOOD, OR 97140

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REVISIONS:

REVISION	DATE	REVISIONS THIS SHEET	REVISION CLOSING DATE
1	X		12/05/17
2	X		06/01/2018
3	X		07/12/2018

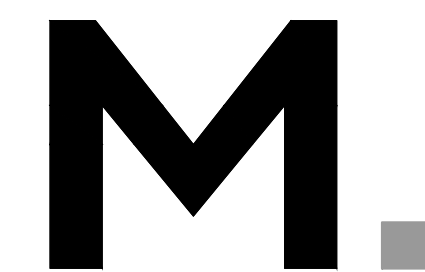
SHEET TITLE:
GRADING PLAN - RETAIL

DRAWN BY: KRC
CHECKED BY: RJH
SHEET:

C2.2A
JOB NO. 2160618.00

216061800_V1_DRAWINGS\CIVIL\618-C2.2A.DWG KRC 10/26/18 11:13 1:30

THE SURVEY INFORMATION SHOWN AS A BACKGROUND SCREEN ON THIS SHEET IS SHOWN FOR REFERENCE ONLY AND IS BASED ON A SURVEY BY BARGHAUSEN CONSULTING ENGINEERING, INC. DATE: 03/16/2016



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PORTLAND, OR 97232

Project
CEDAR CREEK PLAZA

16770 SW EDY ROAD
SHERWOOD, OR 97140

PRELIMINARY
AS-BUILT
DRAWINGS

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REVISIONS:

REVISION	DATE	REVISIONS	REVISION DELTA	CLOSING DATE
1	X	12/05/17		
2	X	06/01/2018		
3	X	07/12/2018		

SHEET TITLE:
UTILITY PLAN -
RETAIL

DRAWN BY: KRC

CHECKED BY: RJH

SHEET:

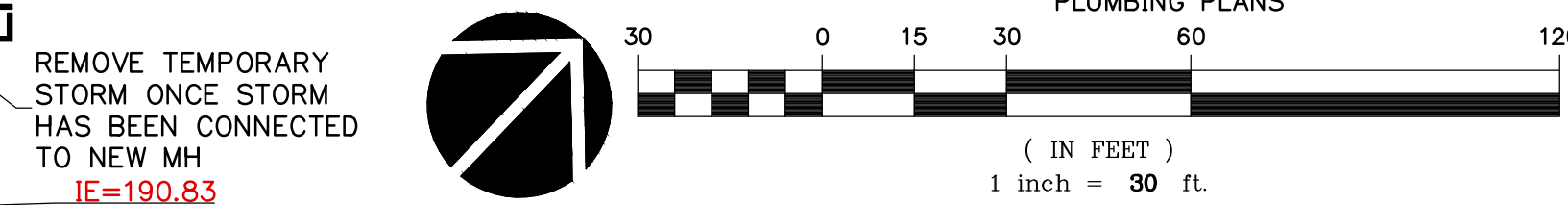
C2.3A

JOB NO.
2160618.00

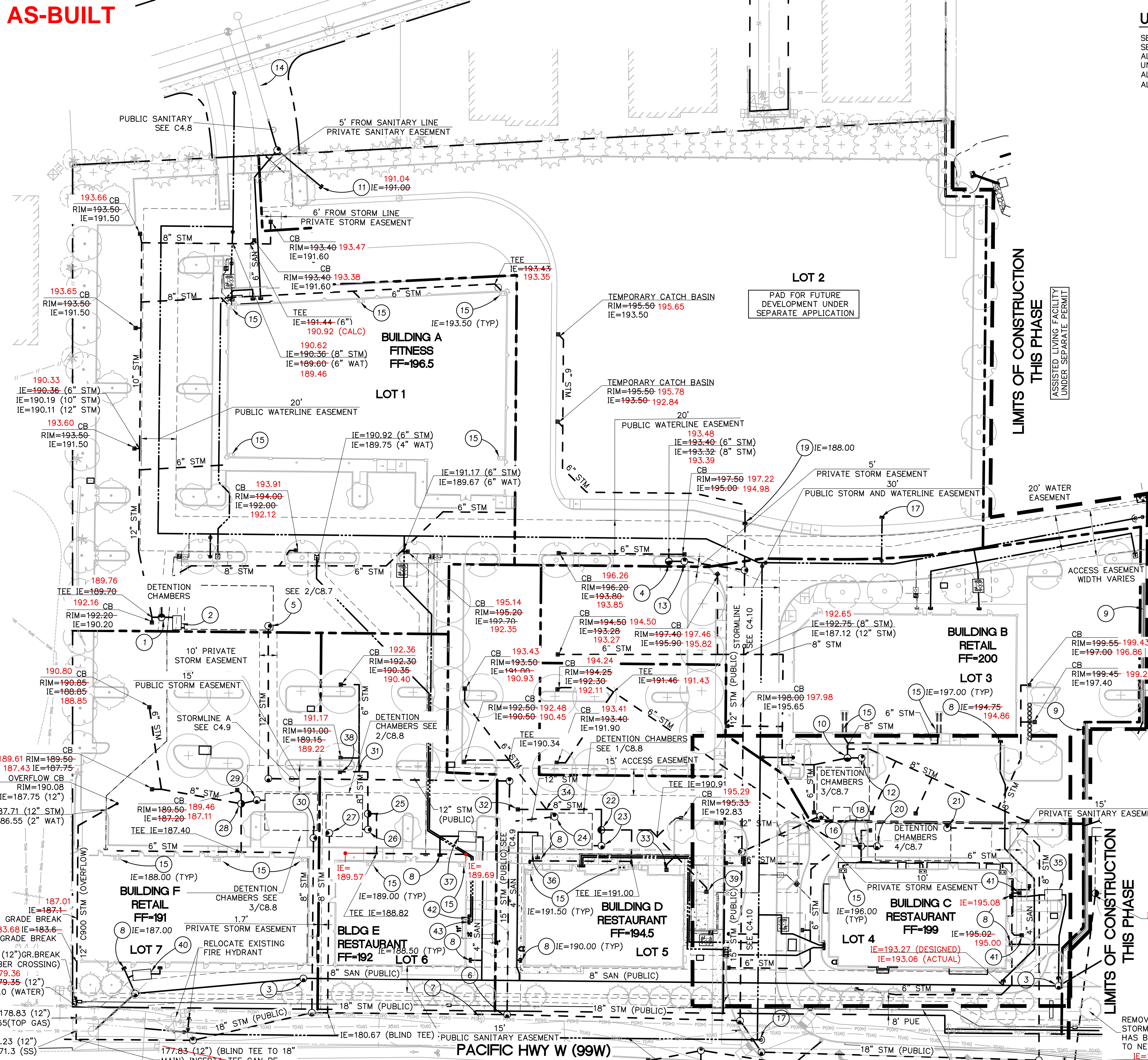
SEE SHEET C1.1A FOR UTILITY NOTES
SEE SHEET C4.0-C4.6 FOR WATERLINE PLANS
ALL UTILITIES ON THIS SHEET ARE PRIVATE
UNLESS LABELED AS PUBLIC
ALL FDC LINES ARE 4"
ALL PRIVATE FIRE LINES ARE 8"

KEY NOTES

- PRE-TREATMENT MANHOLE
SEE DETAIL SS-25/C8.12
RIM=192.65
IE IN=~~189.63~~ (12" SW) 189.69
IE IN=~~189.63~~ (8" NW) 189.61
IE IN=~~189.63~~ (12" NE) 189.63
SUMP=185.07
- WATER QUALITY VAULT
WITH (3) 18" FILTER CARTRIDGES
SEE DETAIL 4/C8.5
RIM=192.65
IE IN=~~189.60~~ (12" SW) 189.61
IE OUT=~~187.30~~ (12" NE) 187.25
- SANITARY MH. SEE SHEET C4.7 FOR INFORMATION
- PRE-TREATMENT MANHOLE
SEE DETAIL SS-25/C8.12
RIM=197.80
IE IN=~~193.30~~ (8" NW) 193.37
IE OUT=~~193.10~~ (8" NE) 193.24
SUMP=188.60
- CONTROL MANHOLE SE=184.38
SEE DETAIL 2/C8.2 NW=184.35
- CONTRACTOR TO INSTALL IE OUT (18" SE) 1" ECCENTRICALLY NE
- CONTRACTOR TO COORDINATE WITH PGE 48 HOURS PRIOR TO WORK WITHIN 15' OF POWER POLE. 2.25' EDGE OF POLE TO EDGE OF PIPE
- CONNECT 4" SS LINE TO BUILDING. COORDINATE WITH PLUMBING PLANS.
- TRENCH DRAIN SEE PHASE I PLANS
- PRE-TREATMENT MANHOLE
SEE DETAIL SS-25/C8.12
RIM=199.10
IE IN=~~194.26~~ (10" NW) 194.32
IE IN=~~191.99~~ (8" SW) 192.04
IE OUT=~~191.79~~ (10" NE) 191.91
SUMP=186.96
- PROVIDE 8" SANITARY FOR FUTURE DEVELOPMENT. PLUG AND MARK
- WATER QUALITY MANHOLE
WITH (2) 18" FILTER CARTRIDGES
SEE DETAIL 6/C8.5
RIM=199.10
IE IN=~~191.75~~ (10" SW) 191.84
IE OUT=~~189.45~~ (10" SE) 189.54
- WATER QUALITY MANHOLE
WITH (1) 18" FILTER CARTRIDGE
SEE DETAIL 6/C8.5
RIM=197.90
IE IN=~~193.00~~ (8" SW) 193.18
IE OUT=190.70 (8" NE)
- CONNECT TO EXISTING SANITARY CLEAN OUT SEE SHEET C4.8 181.40
- 6" ROOF DRAIN
- CONTROL MANHOLE
SEE DETAIL 3/C8.2 IE OUT=186.48
- INSTALL 8" FIRE WATER SERVICE WITH 2" BLOW OFF PER W-33/C8.11 FOR FUTURE FIRE EXTENSION
- PRE-TREATMENT MANHOLE
SEE DETAIL SS-25/C8.12
RIM=198.10
IE IN=~~191.99~~ (8" SE) 192.05
IE IN=~~190.22~~ (8" SW) 190.18
IE IN=~~195.10~~ (6" NW) 195.23
IE OUT=~~190.02~~ (12" NE) 190.09
SUMP=185.52
- PROVIDE 12" STORM FOR FUTURE DEVELOPMENT.
- WATER QUALITY MANHOLE
WITH (2) 18" FILTER CARTRIDGES
SEE DETAIL 6/C8.5
RIM=198.05
IE IN=~~190.00~~ (8" SW) 190.03
IE OUT=187.70 (8" NE)
- CONTROL MANHOLE
SEE DETAIL 4/C8.2
- PRE-TREATMENT MANHOLE
SEE DETAIL SS-25/C8.12
RIM=193.70
IE IN=~~190.25~~ (6" NE) 190.64
IE IN=~~189.81~~ (8" NW) 190.35
IE OUT=~~189.61~~ (8" SE) 189.98
SUMP=185.11
- WATER QUALITY MANHOLE
WITH (2) 18" FILTER CARTRIDGE
SEE DETAIL 6/C8.5
RIM=193.70
IE IN=~~189.52~~ (8" NW) 189.91
IE OUT=~~187.22~~ (8" SW) 187.63
- CONTROL MANHOLE
SEE DETAIL 5/C8.2 SW=184.28
- PRE-TREATMENT MANHOLE
SEE DETAIL SS-25/C8.12
RIM=191.20
IE IN=~~187.70~~ (8" NW) 187.83
IE IN=~~188.70~~ (6" NE) 187.60
IE OUT=~~187.40~~ (8" SE) 187.60
SUMP=182.90
- WATER QUALITY MANHOLE
WITH (1) 18" FILTER CARTRIDGE
SEE DETAIL 6/C8.5
RIM=191.30
IE IN=~~187.30~~ (8" NW) 187.44
IE OUT=185.00 (8" SW)
- CONTROL MANHOLE SE=181.94
SEE DETAIL 6/C8.2 NW=181.95
- PRE-TREATMENT MANHOLE
SEE DETAIL SS-25/C8.12
RIM=190.00
IE IN=~~187.00~~ (6" NW) 187.11
IE IN=~~187.00~~ (8" SW) 187.07
IE IN=~~187.00~~ (6" SE) 187.07
IE OUT=~~186.00~~ (8" NE) 186.87
SUMP=182.30
- WATER QUALITY MANHOLE
WITH (2) 18" FILTER CARTRIDGES
SEE DETAIL 6/C8.5
RIM=190.00
IE IN=~~186.70~~ (8" SW) 186.67
IE OUT=~~184.40~~ (8" NE) 184.35
- CONTROL MANHOLE
SEE DETAIL 7/C8.2 OUT=181.43
- PIPE UPSIZE
IE=188.80 (6" STM)
IE=188.72 (8" STM)
- CB
RIM=192.70
IE=190.30- 190.74
- AREA DRAIN
RIM=194.10
IE=192.10 (6") 192.10
- PIPE UPSIZE
IE=190.40 (6" STM) 190.60
IE=190.02 (8" STM) 190.52
- 1500 GAL GREASE INTERCEPTOR
IE IN=~~194.82~~ (4" SW) 195.01
IE OUT=~~194.65~~ (4" NE) 194.87
- 1500 GAL GREASE INTERCEPTOR
IE IN=189.40 (4" SE)
IE OUT=189.40 (4" SW)
- 2000 GAL GREASE INTERCEPTOR
IE IN=187.30 (4" SE)
IE OUT=187.30 (4" NE)
- CATCH BASIN
RIM=190.50 190.59
IE=~~188.85~~ 188.90
- CATCH BASIN
RIM=194.20
IE=~~191.80~~ 191.51
- 1500 GAL GREASE INTERCEPTOR
IE IN=~~185.50~~ (4" N) 186.35
IE OUT=~~185.50~~ (4" S) 186.19
- AREA DRAIN SEE DETAIL 15/C8.1
- CONNECT FDC LINE TO BUILDING FIRE RISER ROOM
- 6" FIRE WATER. CONFIRM LOCATION WITH PLUMBING PLANS



PRELIMINARY AS-BUILT DRAWINGS - OCTOBER 26, 2018
MINOR MODIFICATION TO CITY APPROVED PLANS - MAY 17, 2018

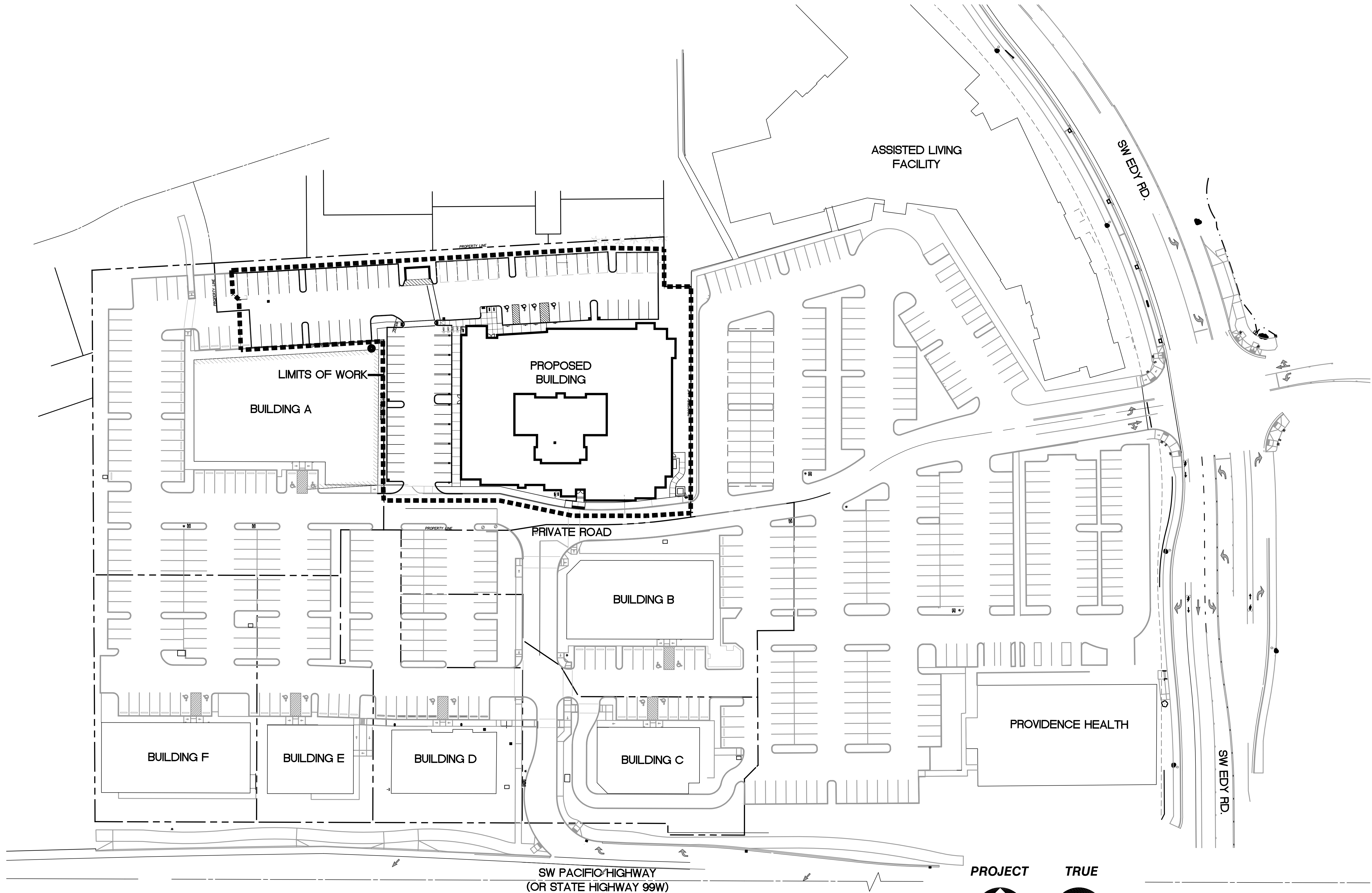


1 UTILITY PLAN
SCALE: 1"=30'

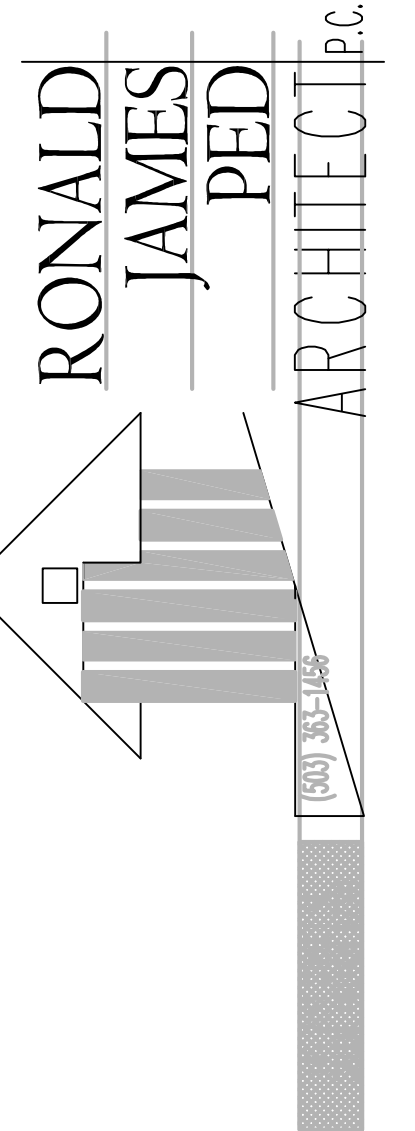
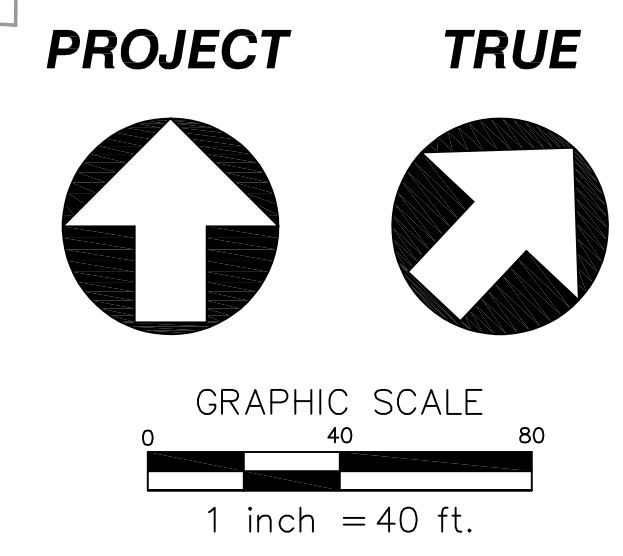
THE SURVEY INFORMATION SHOWN AS A BACKGROUND SCREEN ON THIS SHEET IS SHOWN FOR REFERENCE ONLY AND IS BASED ON A SURVEY BY: BARGHAUSEN CONSULTING ENGINEERING, INC DATE: 03/16/2016 NOT YET CONSTRUCTED

RE-ROUTE TELEPHONE LINE. COORDINATE WITH PHONE COMPANY
SEE PUBLIC PLANS FOR IMPROVEMENTS IN THE RIGHT-OF-WAY
SEE 1/C8.4 FOR UTILITY ENLARGEMENT

LAST SAVED Mon, 26 Apr 2021 - 01:30:00 PM: F:\2DD\021 - Cedar Creek\21 - CAD Drawings\2d - DD\200.50 Overall.dwg Overall
PRINTED: Thu, 11 Jun 2021 - 01:10:00 PM: PRINTED BY William Brannan



1 OVERALL SITE PLAN
1" = 40'

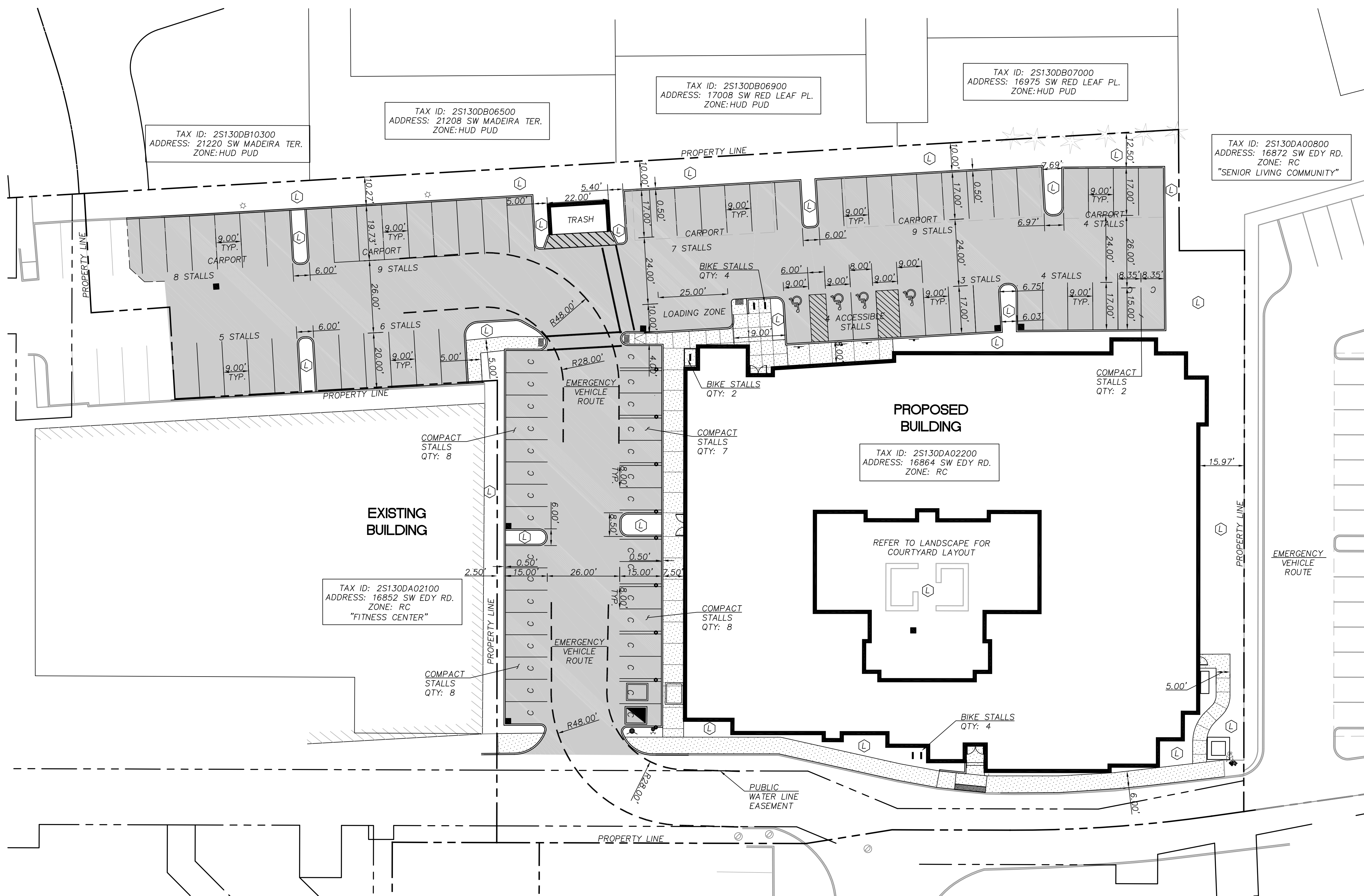


DESIGN REVIEW
CEDAR CREEK APTS.
16864 SW Edy Road, Sherwood, OR 97140
901 NE Glisan St., Suite 100
Portland, OR 97232
T: 503.297.8791
ATT: Ryan Schera

DATE: 18 JUN 2021
DRAWN:
JOB NO.: 2089

OVERALL SITE PLAN
C0.50

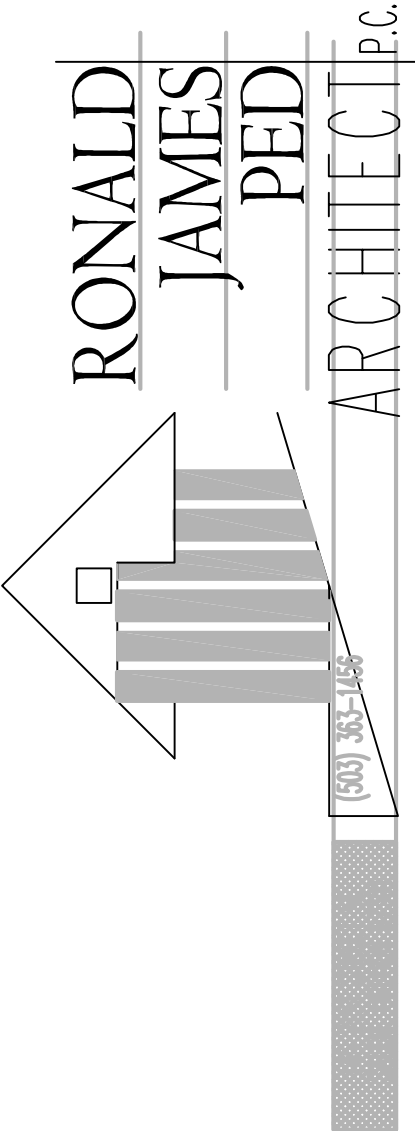
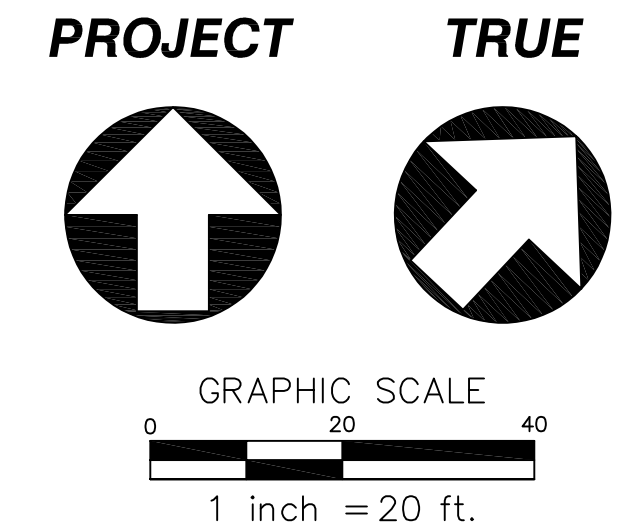
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 PRINTED: Thu, 11 Jun 2021 - 01:28:46 AM; PRINTED BY: William Brannan



SHEET LEGEND		
ITEM	DESCRIPTION	DETAIL
	ASPHALT PAVEMENT	
	CONCRETE SIDEWALK	
	STANDARD CURB	
	LANDSCAPING	

NEW PARKING TABLE	
DESCRIPTION	COUNT
STANDARD PARKING STALLS	53
COMPACT PARKING STALLS	33
ACCESSIBLE PARKING STALLS	4
TOTAL NEW AUTOMOTIVE PARKING STALLS	90
BIKE STALLS	10
LOADING ZONE	1
TOTAL EXISTING PARKING STALLS	2

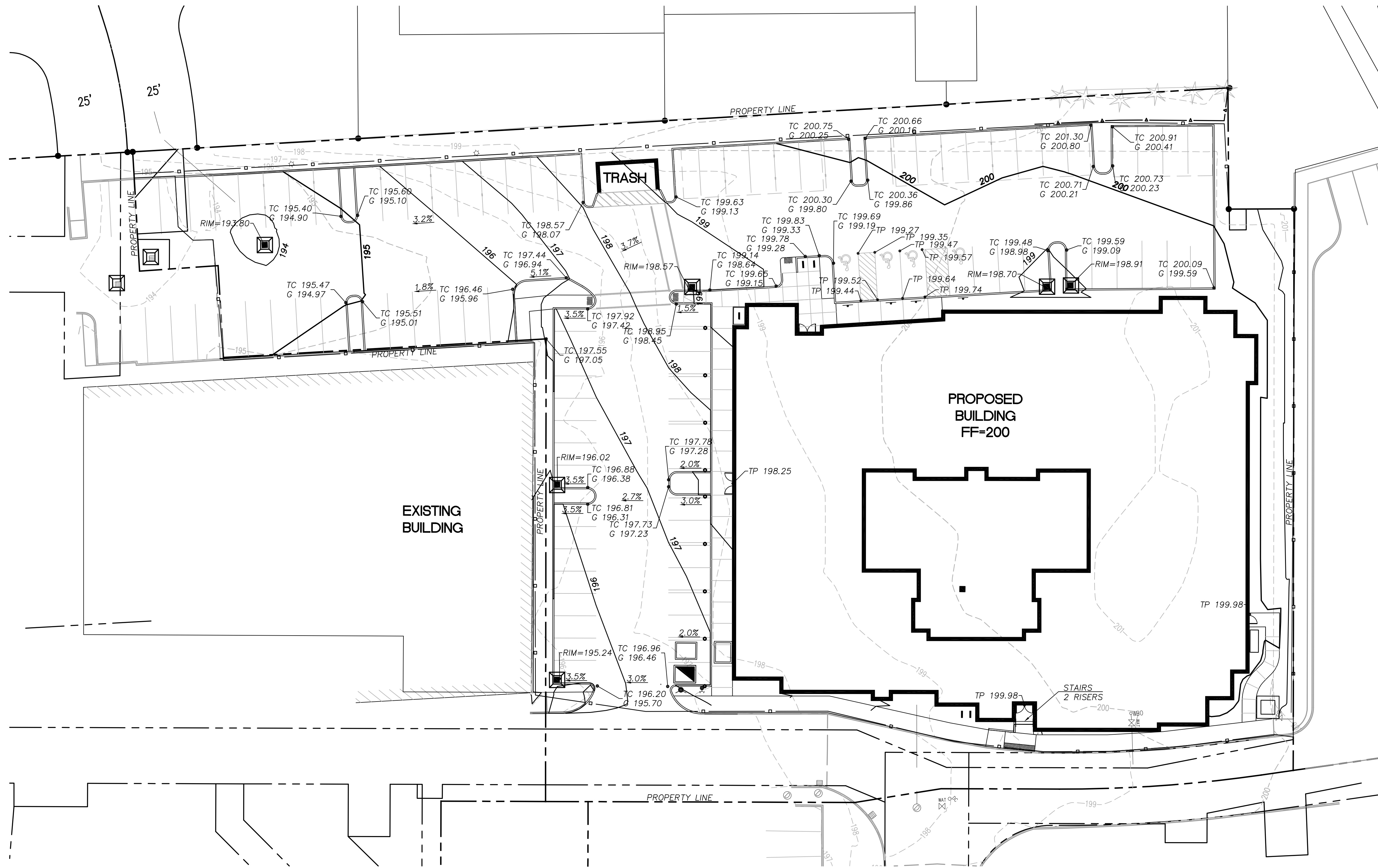
1 LAYOUT AND PAVING PLAN
 1"=20'



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 T: 503.297.8791
 ATT: Ryan Schera

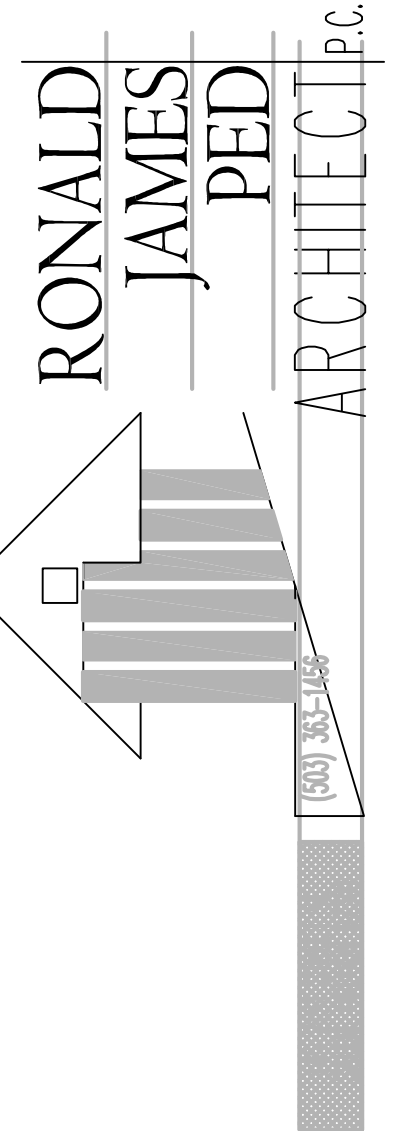
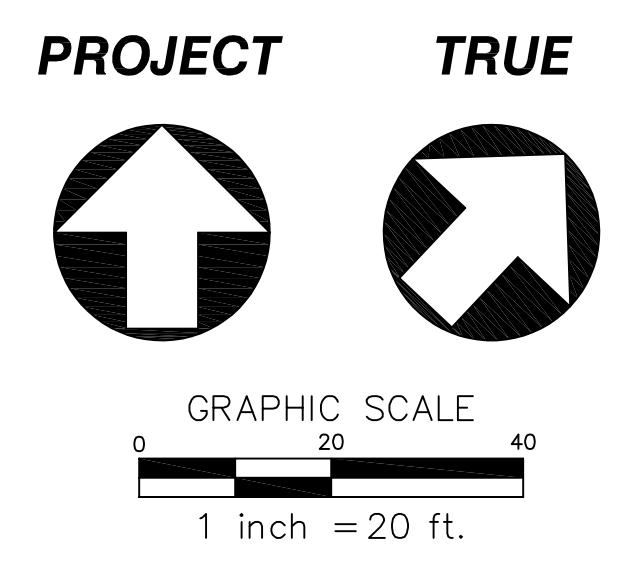
DESIGN REVIEW
 CEDAR CREEK APTS.
 16864 SW Edy Road, Sherwood, OR 97140
 DATE: 18 Jun 2021
 DRAWN: 2089
 JOB NO.: 2089
 LAYOUT AND PAVING PLAN
 C1.00

LAST SAVED: Thu, 11 Jun 2021 - 01:31:46 PM; LOCATION: F:\2DD\2021 - Cedar Creek\21 - CAD Drawings\2d - DD\2021.dwg; Grading.dwg; Layout1
 PRINTED: Thu, 11 Jun 2021 - 01:42:15 PM; PRINTED BY: William Brannan



SHEET LEGEND	
ITEM	DESCRIPTION
	X.X% SLOPE ARROW
	TOP OF PAVEMENT
	TOP OF CURB
	FINISH FLOOR
	GUTTER
	FINAL GRADE
	EXISTING MINOR CONTOUR
	EXISTING MAJOR CONTOUR
	PROPOSED MINOR CONTOUR
	PROPOSED MAJOR CONTOUR
	SEDIMENT FENCE
	TREE PROTECTION FENCE
	INLET PROTECTION

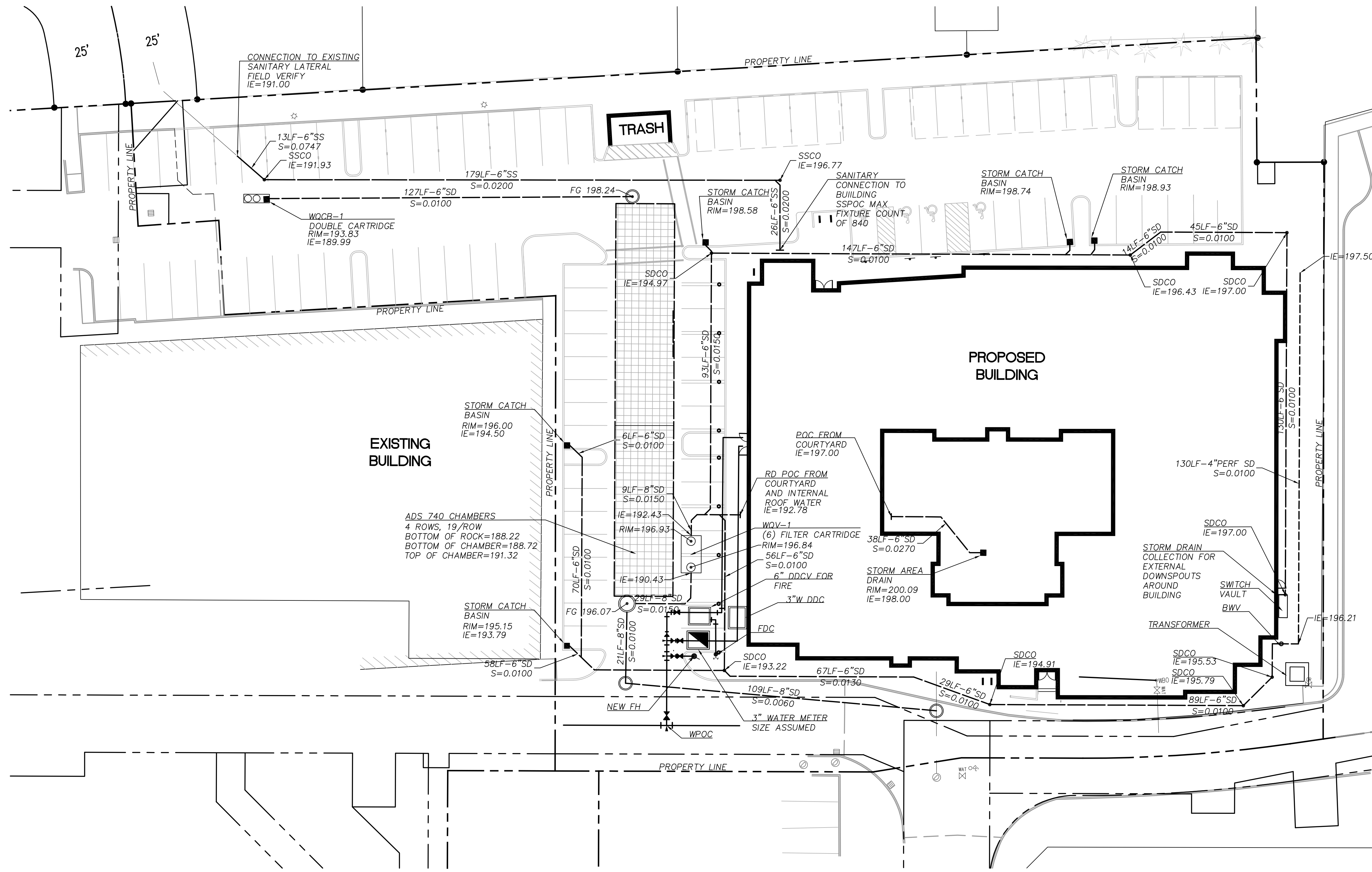
1 GRADING AND EROSION CONTROL PLAN
 1" = 20'



901 NE Glisan St., Suite 100
 Portland, OR 97232
 T: 503.297.8791
 ATT: Ryan Schera

DESIGN REVIEW
CEDAR CREEK APTS.
 16864 SW Edy Road, Sherwood, OR 97140
 DATE: 18 JUN 2021
 DRAWN: JOB NO.: 2089
GRADING AND EC PLAN
C2.00

LAST SAVED Thu, 11 Jun 2021 - 10:21 LOCATION: F:\2DD\001 - Cedar Creek\21 - CAD Drawings\2d - DD\203.00 Utility Plan.dwg Layout
 PRINTED: Thu, 11 Jun 2021 - 09:58 PRINTED BY: William Brannan

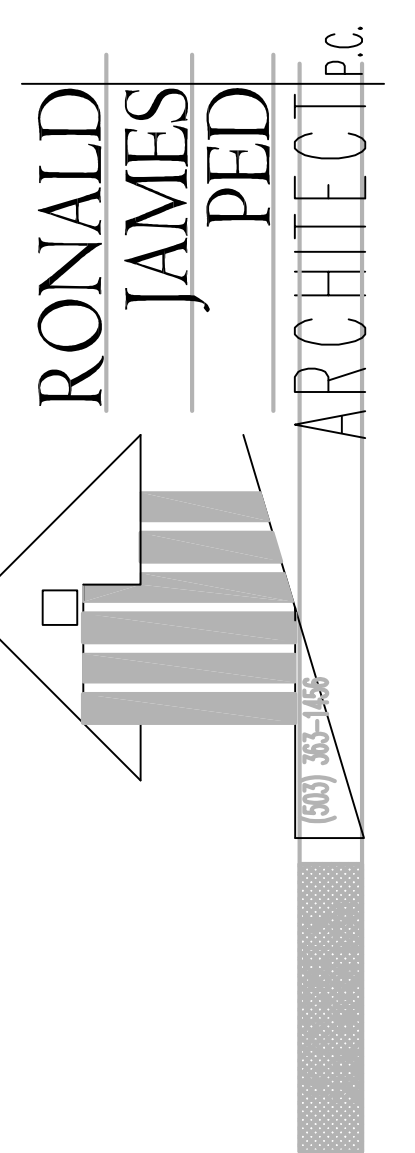
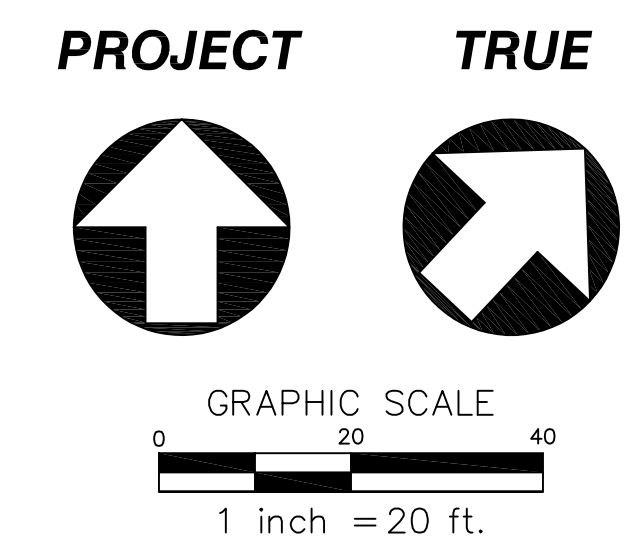


SHEET LEGEND		
ITEM	DESCRIPTION	DETAIL
	PROPOSED STORM	
	PROPOSED SANITARY	
	PROPOSED WATER	
	CATCH BASIN/AREA DRAIN	
	CLEAN OUT	
	BACK WATER VALVE	

- SHEET NOTES**
1. WATER AND SANITARY LINE SIZES SHALL BE CONFIRMED BY FIXTURE UNIT LOADS WHEN AVAILABLE. SIZES SHOWN ARE ESTIMATES.
 2. TRANSFORMER SIZE TO BE CONFIRMED.

- STORMWATER NOTES**
1. PROJECT WILL MEET REQUIREMENTS FOR HYDROMODIFICATION CATEGORY 2 WITH BELOW GRADE DETENTION/INFILTRATION GALLERY.
 2. PROJECT WILL MEET WATER QUALITY REQUIREMENTS WITH "PERFILTER" FILTER CARTRIDGE CARTRIDGE VAULTS AND CATCH BASINS.

1 UTILITY AND STORMWATER MANAGEMENT PLAN
 1"=20'



PH: 2089 Deacon Sherwood Apts\Photos\Logo.jpg
 901 NE Glisan St., Suite 100
 Portland, OR 97232
 T: 503.297.8791
 ATT: Ryan Schera

DESIGN REVIEW
 CEDAR CREEK APTS.
 16864 SW Edy Road, Sherwood, OR 97140
 DATE: 18 JUN 2021
 DRAWN:
 JOB NO.: 2089
 UTILITY AND STORM PLAN
 C3.00

Affidavit of Mailing

State of Oregon)
County of Clackamas)

I, Stephanie Gittings-Meduri representative for the DD Sherwood TWO, LLC proposed development project do hereby certify that the attached notice to adjacent property owners and recognized neighborhood organizations that are within 1,000 feet of the subject project, was placed in a U.S. Postal receptacle on April 8th, 2021.

~~Stephanie Gittings-Meduri~~ _____

Representatives Name: Stephanie Gittings-Meduri

Name of the Organization: DD Sherwood TWO, LLC

State of Oregon)
County of Clackamas)

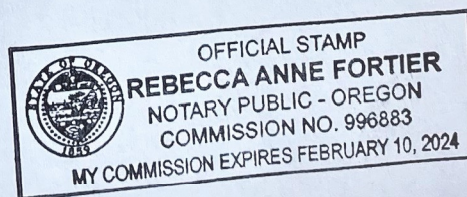
On April 19, 2021 before me, Rebecca Anne Fortier, Notary
(insert name and title)

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

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

WITNESS my hand and official seal.

Signature Rebecca Anne Fortier (Seal)



NOTICE OF NEIGHBORHOOD MEETING

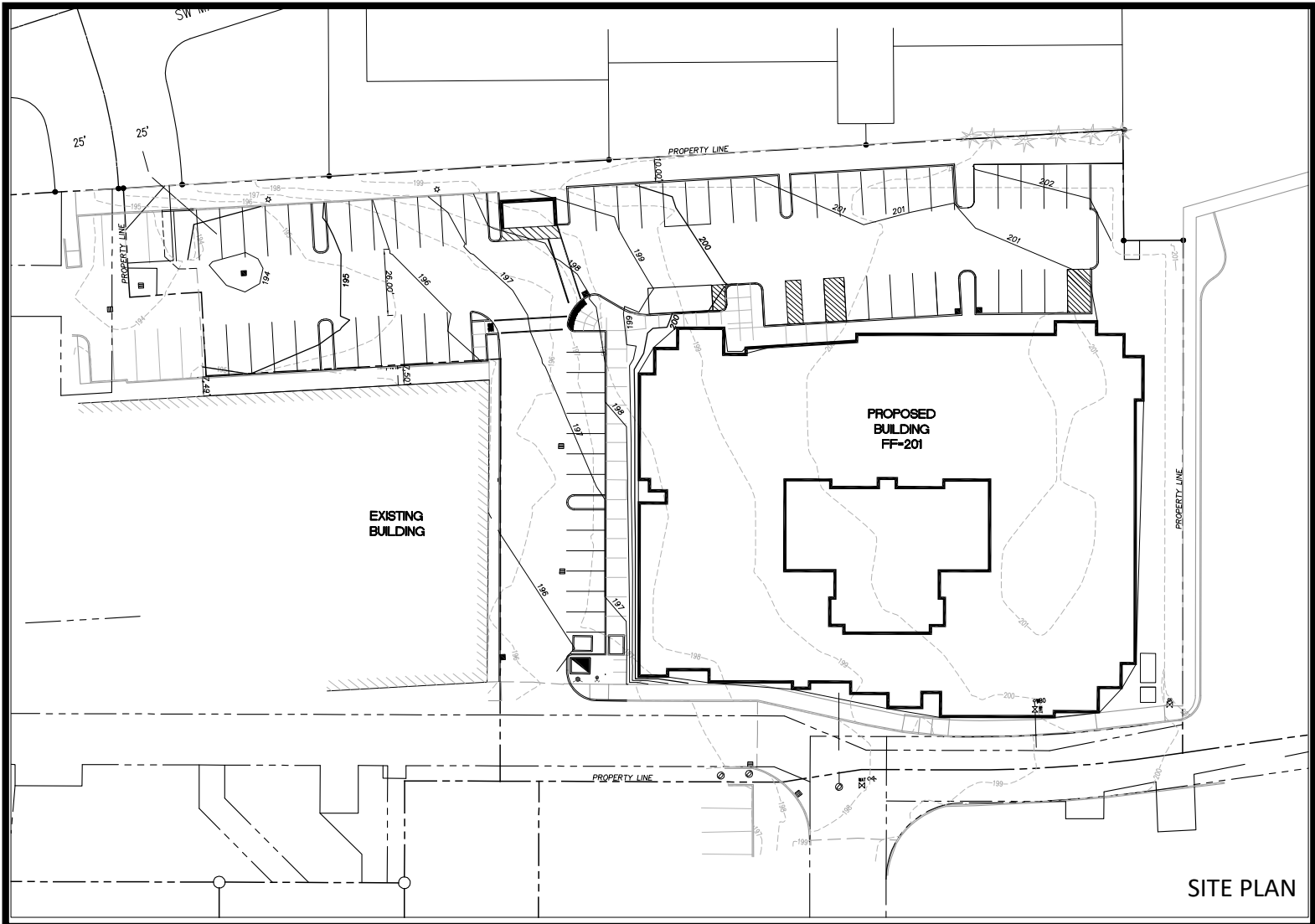
A Neighborhood Meeting will be held virtually on April 22, 2021 at 4:30pm to inform the community about our proposed multi-family housing project. Interested community members are encouraged to attend this meeting.

PROJECT PROPOSAL: The applicant is proposing a multi-family housing building consisting of approximately 80 apartment units and associated parking on Lot 2 of the Cedar Creek Plaza subdivision, also known as 16864 SW Edy Road, Sherwood, OR 97140. The building will be three floors in height, have a central courtyard and balconies for residents' use. The addition of housing at Cedar Creek Plaza will further add to the mix of uses offered at the development complex.

MEETING INFORMATION:

- Date: April 22, 2021
- Time: 4:30 PM
- Meeting Location: Virtual
 - Join by computer/URL: <https://zoom.us/j/99352066817>
 - Join by phone: +1 669 900 6833
 - Meeting ID: 993 5206 6817
- Meeting Materials can be accessed at DropBox link/URL:
<https://www.dropbox.com/sh/4gy4q0bx62jrqzf/AAAK8y1RoIljOIusxteOwAcia?dl=0>
- Submit written questions and comments to:
 - Email: ryan.schera@deacon.com
 - Mail: 901 NE Glisan Street, Suite 100 Portland, OR 97232
- Contact:
 - Deacon Development, LLC
 - Attn: Ryan Schera, Development Manager
 - ryan.schera@deacon.com
 - 503-680-1176
- Attachments:
 - Aerial Map
 - Site Plan

We look forward to sharing the development plan with you and hearing your thoughts.



SUMMARY MEETING NOTES

Date: April 22nd 2021

Time: 4:30pm – 5:30pm

Attendees: Ryan Schera – Deacon Development, LLC
Julia and Mark Light – SW Robinhood Place (jcrlight59@hotmail.com; mr-l59@outlook.com)
Bruce Bebb – SW Houston Drive (brucebebb@gmail.com)

Subject: Virtual Neighborhood Meeting

The following is a bullet point summary of neighbor comments and concerns regarding the proposed development that were expressed during the meeting:

- Renters are not vested in their communities and not desirable neighbors to have.
- Building condominiums would be better because then the residents would be owners and vested.
- Three stories is too high. Residents of the apartments will look into the adjacent neighbor's yard.
- Two stories is preferred with the ground floor retail and the upper floor condos.
- There are too many proposed units.
- Parking will be an issue as the parking lot is generally half full during business hours.
- If residents can't find parking they will drive up Edy Road and park in the Madeira neighborhood.
- The added traffic from the apartments will congest the signal at Edy Road. Edy Road will back up from the signal at Hwy 99 to the signal at Edy Road and Borchers.
- The noises from apartments will be a nuisance.
- The added apartments contribute to a larger carbon footprint.

Ryan Schera

From: Julia Richard Light <jcrlight59@hotmail.com>
Sent: Tuesday, April 20, 2021 6:48 PM
To: Ryan Schera
Subject: Re: Cedar Creek Proposed Apartment Units

Hello Ryan;

Thank you for taking the time to put pen to paper in order to accommodate my questions and concerns.

I gave read your synopsis through and whilst I can see your perspective, I do believe we have significant concerns that may need to be addressed, and I applaud your willingness to reach out and address those concerns.

I will be authoring a response to your email in more detail, and if I can join the zoom meeting I absolutely will.

Given the significant impact this housing complex may have, I would be open to meeting with you in this regard.

In the meantime, I will forward your response to other concerned parties.

Thank you again for your willingness to reach out.

Julia Light

Sent from my iPhone

On Apr 20, 2021, at 4:48 PM, Ryan Schera <ryan.schera@deacon.com> wrote:

Hi Julia,

Thank you for your interest in our proposed project. I will try to answer all of your questions as there are many good ones.

We have been marketing the property to other commercial users (hotel, office, retail, grocery) over the last 5 years but have not had much success. We feel that multi-family is a low impact use that will complement the overall mixed-use complex. Residential uses traditionally have a much lower impact than the other commercial uses already mentioned and provide security during the business off hours.

Unit Sizes: Units vary in size and number. We anticipate 7 studios, 60 one bedrooms and 13 two bedrooms. Studios typically range between 500-580 SF, one bedrooms typically range between 630-730 SF and two bedrooms typically range between 830-1,030 SF. Typically we see an average of 1 occupant per studio and 1.25 per one bedroom and 1.5 per two bedroom. These apartments will cater to a smaller household such as professional singles and couples.

Parking: We intend to share parking with the businesses of the center as the hours when residents are home is when the business day is ending and when residents leave is when businesses are opening. The plan shows 73 spaces on the vacant lot but the plan does not show the 236 existing parking spaces in the retail center for a total of 309 spaces. There is plenty of parking. No trespassing or overflow will occur.

Bike Parking: Bike parking will be provided in bike rooms inside the building for residents. The number of spaces will be one per unit (80).

Trash and Recycle: The trash and recycle dumpsters will be located in an enclosure with 6 foot high walls to provide screening. The dumpsters are 4 yards in size. There will be a minimum of two dumpsters. The property manager will be coordinating with Pride Disposal on the exact number of dumpsters and the frequency of pick up.

Access to the complex: There are two accesses to the complex. One driveway from Edy Road and one driveway from Hwy 99. Backups at rush hour will not be a problem.

Recreation Area: There will be a central courtyard and community room for residents to use. Both of these recreation areas are internal to the building so that there should be no impact to neighbors.

Privacy: The project is only three stories in height, which is a common height for even single family homes. The building is also significantly setback from the Madeira Townhomes. The closest the building is to any neighboring property at Madeira Townhomes is 70 feet. Also we are preserving the large existing trees and planting new trees as well.

Noise: The project will no generate noises beyond what you would expect with a residential use. These are residential uses have the same activities and noises as Madeira Townhomes. Trash collection, landscapers, people parking, neighbors talking outside, these are all the same noises that occur in the Madeira neighborhood which is typical of residential uses. Commercial uses on the other hand create different noises such as delivery trucks and shopping carts, etc.

I am sorry the scheduled time does not work for you. I'd be happy to talk with you to discuss the project at a day and time that is convenient for you. Just let me know.

I hope my responses answered your questions.

Have a good evening,

Ryan Schera

Development Manager

Deacon Development, LLC

P: 503.297.8791

M: 503.680.1176

[vcard](#)

deacondevelopment.com

From: Julia Richard Light <jcrlight59@hotmail.com>

Sent: Monday, April 19, 2021 10:12 AM

To: Ryan Schera <ryan.schera@deacon.com>

Cc: Mark Adonis <mr-l59@outlook.com>

Subject: Cedar Creek Proposed Apartment Units

Importance: High

Ryan:

Thank you for providing the basic documents referencing the proposed 80 unit apartment complex at Cedar Creek.

As a resident of the Madeira Townhomes complex that abuts Cedar Creek, I have a number of questions and some valid concerns:

Unit Sizes:

You have not stated what the units sizes will be: How many studio or 1 bedroom or 2 bedroom units there will be.

Studio's : a legal limit of 2 persons residing.

1 bedroom: A legal limit of up to 3 people.

2 bedroom: A legal limit of up to 5 people.

Parking:

Your plan outlines parking spaces for 70 cars.

Trash Dumpster Placement:

Your plan does not clearly delineate where/how many dumpsters for the complex will be.

Bicycle Parking:

Will you be providing separate areas, lock ups for bicycles, if so how many and where.

Recreation Area:

You have a central courtyard, will there be any place for children to play within the complex?

My concerns as a resident of Sherwood and as a neighbor of this proposed property is as follows:

With 80 units being proposed, the reality is that there will likely be in excess of 120 - 160 people living there when full occupancy is achieved. Your parking is insufficient even for the minimum amount of residents. The reality of our time is that average 2 people in one apartment, each adult owning/operating two vehicles. You will have an overflow of well over 100 cars. Where are you proposing they park? Trespassing at Ackerly? Trespassing on Madeira street parking which is used by the residents there (and paid for in our HOA dues?). The Cedar Creek Plaza states no overnight parking. So assuming the overflow parking is answered by tenants parking in the plaza retail sections, they would likely get ticketed by the Police. Once that happens, parking will become a HUGE issue as tenants will spill out into neighboring streets.

Access to the apartment complex: Currently there is one single lane at a traffic light to enter/exit Cedar Creek and one exit by the Starbucks onto 99W. You feel that won't cause a traffic backup at rush hour times in the morning/afternoon?

I have a number of other HUGE concerns with the amount of apartments you are proposing also.

this is after all, Rental, Not Condominium - where tenants have no vested interest.

I am scheduled in court as a Juror and there is a good chance I will not be able to participate in the meeting on April 22nd.

There are a number of residents at Madeira that will be utilizing the HOA to voice their very valid concerns about the size and impact of this project. The carbon footprint and the increased carbon monoxide print. Retail parking comes and goes and ceases by 6pm - 10pm. Residential cars coming and going can potentially be 24/7.

Privacy concerns for those residents who side/back onto the rear of this proposed project will be compromised by tenants who are on their upper levels looking into back gardens etc.

There will be a significant increase in noise. Will you be constructing a Brick Noise Barrier along the perimeter?

My general feeling is that as a developer, and with the City of Sherwood, our concerns will be heard and set aside.

We will receive lip service at best. Sherwood City is cash strapped and this is a quick (but short sighted) vision of what the future of Sherwood should be. I so wish there was a Master Plan for growth instead of buildings/retail/commercial/industrial/residential just being slapped up wherever with no cohesive vision in sight.

Can I ask that you offer me the respect of at least responding to my questions with regard to the points I have laid out please.

Thank you for your time,
Julia Light
Madeira Townhomes

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MACKENZIE.

April 23, 2021

City of Sherwood
Attention: Craig Christensen, PE
22560 SW Pine Street
Sherwood, OR 97140

Re: **Cedar Creek Apartments Sherwood**
Trip Update Letter
Project Number 2210094.00

Dear Mr. Christensen:

Mackenzie has prepared this letter to present updated trip generation estimates with the proposed apartments on Lot 2 of the Cedar Creek Plaza in Sherwood, Oregon.

INTRODUCTION

The Cedar Creek Plaza is located at the northwest corner of the Highway 99W/SW Edy Road intersection in Sherwood. A three-story apartment development with up to 84 dwelling units is proposed on Lot 2 of the plaza. The plaza was approved for up to 48,000 square feet (SF) of retail, a 28-bed nursing home, a 137-bed assisted living facility, and a 94-room hotel on Lot 2 of the site. The proposed apartments will replace the approved 94-room hotel on Lot 2. This letter presents updated trip generation estimates with the proposed apartments instead of the approved hotel.

TRIP GENERATION

Trip generation estimates for the approved Cedar Creek development were obtained from Mackenzie's December 23, 2016 Transportation Impact Analysis (TIA) prepared for the subject site. An excerpt from this report is enclosed with this letter for reference.

Trip generation estimates for the approved development were prepared using the Institute of Transportation Engineers' (ITE) *Trip Generation Manual*, 9th Edition. The *Trip Generation Manual*, 10th Edition is the most current source of trip rates and was therefore utilized to estimate trips for the proposed apartments.

Internal trip estimates for the approved site were prepared using data from ITE's *Trip Generation Handbook*, 3rd Edition, which relies on data compiled by the National Cooperative Highway Research Program's (NCHRP) *Report 684: Enhancing Internal Trip Capture Estimation for Mixed-Use Developments*. The approved trip estimates included only 50% of the recommended internal trips as recommended per NCHRP as a conservative estimate. Therefore, this trip update also only includes 50% of the recommended internal capture trip estimates. An estimate of internal trips between the proposed uses and the existing providence Sherwood Medical Plaza were also provided in the approved trip estimate summary. This trip update letter includes the same assumptions and methodology for internal trip capture estimates as applied to the approved trip estimates for the Cedar Creek Plaza. Internal trips for the apartments represent 0% of total AM Peak Hour trips, 24% of total PM peak hour trips, and 12% of total daily trips for Lot 2.



Pass-by trip estimates for the approved site were prepared using data from ITE's *Trip Generation Handbook*, 3rd Edition. There are no pass-by trips assumed for either the original hotel use or the proposed apartments.

Lot 2 Net New

Because all uses within the development have already been constructed and are currently operational, only the difference between approved and proposed trips on Lot 2 are compared. Table 1 presents the approved, proposed, and net new trip estimates for Lot 2.

TABLE 1 – TRIP GENERATION SUMMARY FOR LOT 2											
Development Scenario	ITE Code	ITE Land Use	Size	Trip Type	AM Peak Hour			PM Peak Hour			Daily
					In	Out	Total	In	Out	Total	
Approved	310	Hotel	94 rooms	Total	30	20	50	29	27	56	768
				Internal	0	3	3	3	2	5	50
				External	30	17	47	26	25	51	718
				Pass-by	0	0	0	0	0	0	0
				Primary	30	17	47	26	25	51	718
Proposed	221	Multifamily Housing (Mid-Rise)	84 DU	Total	8	21	29	23	14	37	456
				Internal	0	0	0	6	3	9	54
				External	8	21	29	17	11	28	402
				Pass-by	0	0	0	0	0	0	0
				Primary	8	21	29	17	11	28	402
NET NEW				Total	-22	1	-21	-6	-13	-19	-312
				Internal	0	-3	-3	3	1	4	4
				External	-22	4	-18	-9	-14	-23	-316
				Pass-by	0	0	0	0	0	0	0
				Primary	-22	4	-18	-9	-14	-23	-316

As presented in Table 1, the proposed apartments are estimated to generate 21 fewer AM peak hour, 19 fewer PM peak hour, and 312 fewer daily trips. When comparing primary trips, or new trips to the site, the apartments are estimated to generate 18 fewer AM peak hour, 23 fewer PM peak hour, and 316 fewer daily trips.

Applying the NCHRP internal trip methodology to the proposed apartments results in zero (0) internal trips for the apartments during the AM peak hour. However, daily internal trips are estimated to be 54, resulting in four (4) additional, internal daily trips. We will also note the shopping center was approved for a minor modification to allow an additional 678 SF after the original approval for 46,200 SF. This minor modification resulted in an additional 30 average daily trips, not captured in the approved December 23, 2016 TIA, but documented in Mackenzie's May 21, 2018 Minor Modification report. An excerpt from this report is enclosed with this letter for reference.

Because the proposed apartments are estimated to generate fewer trips than the approved hotel, off-site impacts are projected to be less significant than originally presented in the December 2016 TIA for the Cedar Creek Plaza, including queuing at the Highway 99W/SW Edy Road intersection.

CONCLUSION

The Cedar Creek Plaza was approved for a 94-room hotel on Lot 2 but the applicant is now proposing a three-story apartment development with up to 84 dwelling units. Trip generation estimates for the new use were prepared using updated trip generation rates presented in ITE's *Trip Generation Manual*, 10th Edition. Specifically looking at the proposed change on Lot 2 results in 21 fewer AM peak hour, 19 fewer PM peak hour, and 312 fewer daily trips. When comparing primary trips, or new trips to the site, the apartments are estimated to generate 18 fewer AM peak hour, 23 fewer PM peak hour, and 316 fewer daily trips. Due to the decreased site trips associated with Lot 2, off-site impacts are projected to be less significant than originally presented in the December 2016 TIA for the Cedar Creek Plaza, including queuing at the Highway 99W/SW Edy Road intersection.

Please contact me at jjones@mcknze.com or 971-346-3741 if you have any questions or comments regarding the information presented in this letter.

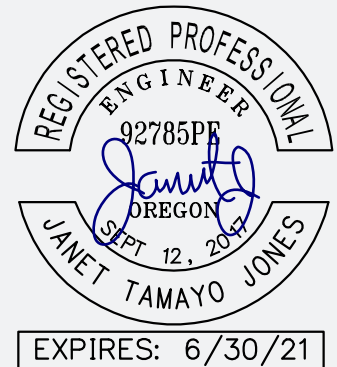
Sincerely,



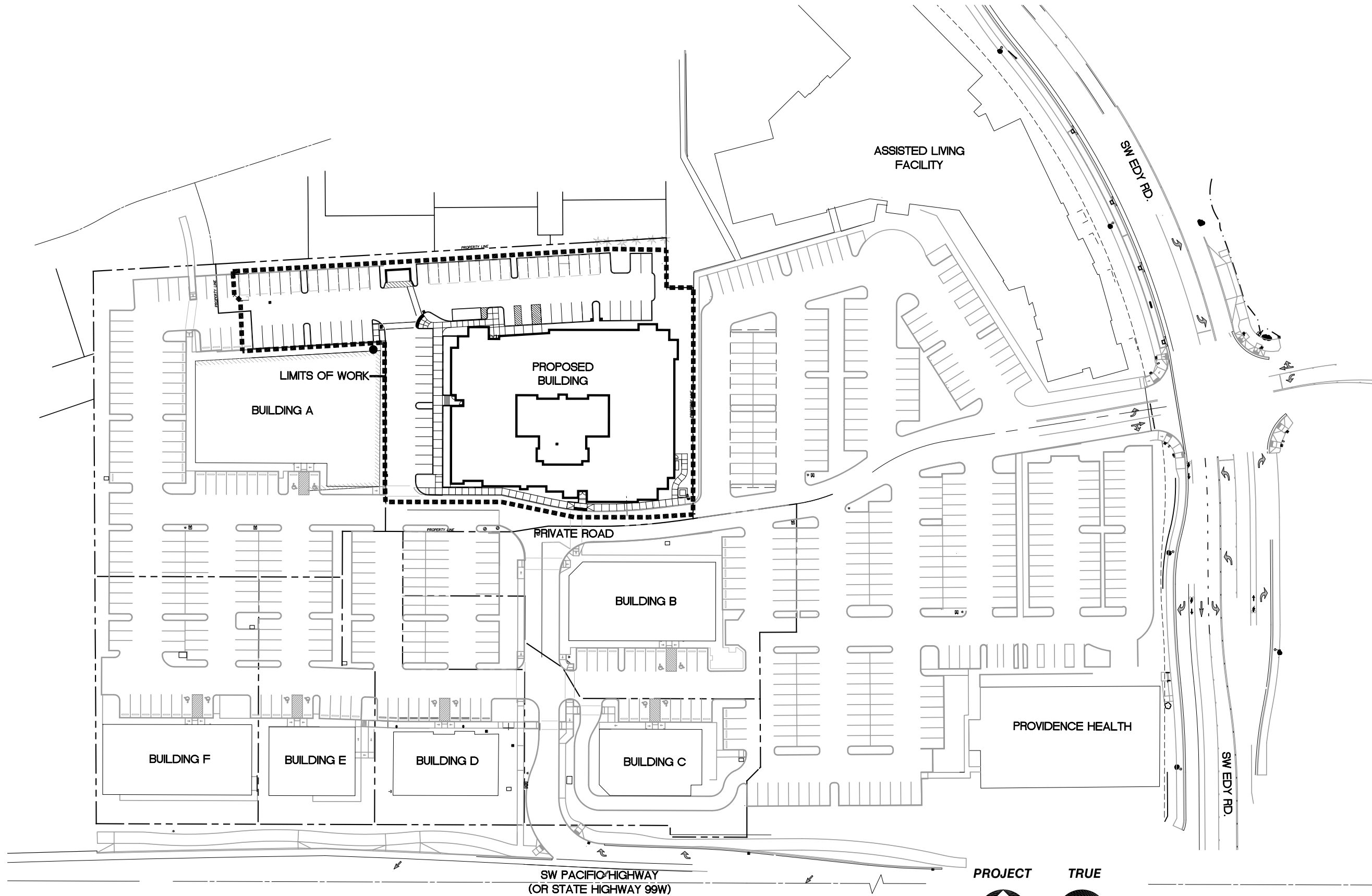
Janet Jones, PE
Associate | Traffic Engineer

Enclosure(s): Site Plan
December 23, 2016 TIA Excerpt
May 21, 2018 Minor Modification Report Excerpt

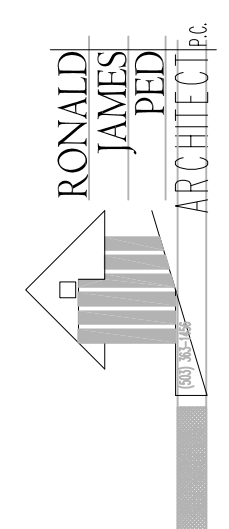
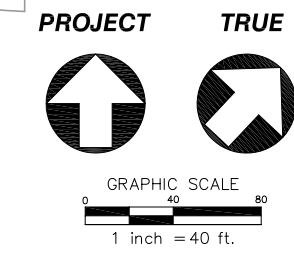
c: Ryan Schera – Deacon Development, LLC
Brent Ahrend – Mackenzie



LAST SAVED: Sun, 25 Apr 2021 - 07:15:00 AM - P:\2\DDL\021 - Cedar Creek\1 - CAD Drawings\1\50 - DD\200.50 Overall.dwg Overall
PRINTED: Sun, 25 Apr 2021 - 07:15:00 AM - P:\2\DDL\021 - Cedar Creek\1 - CAD Drawings\1\50 - DD\200.50 Overall.dwg Overall



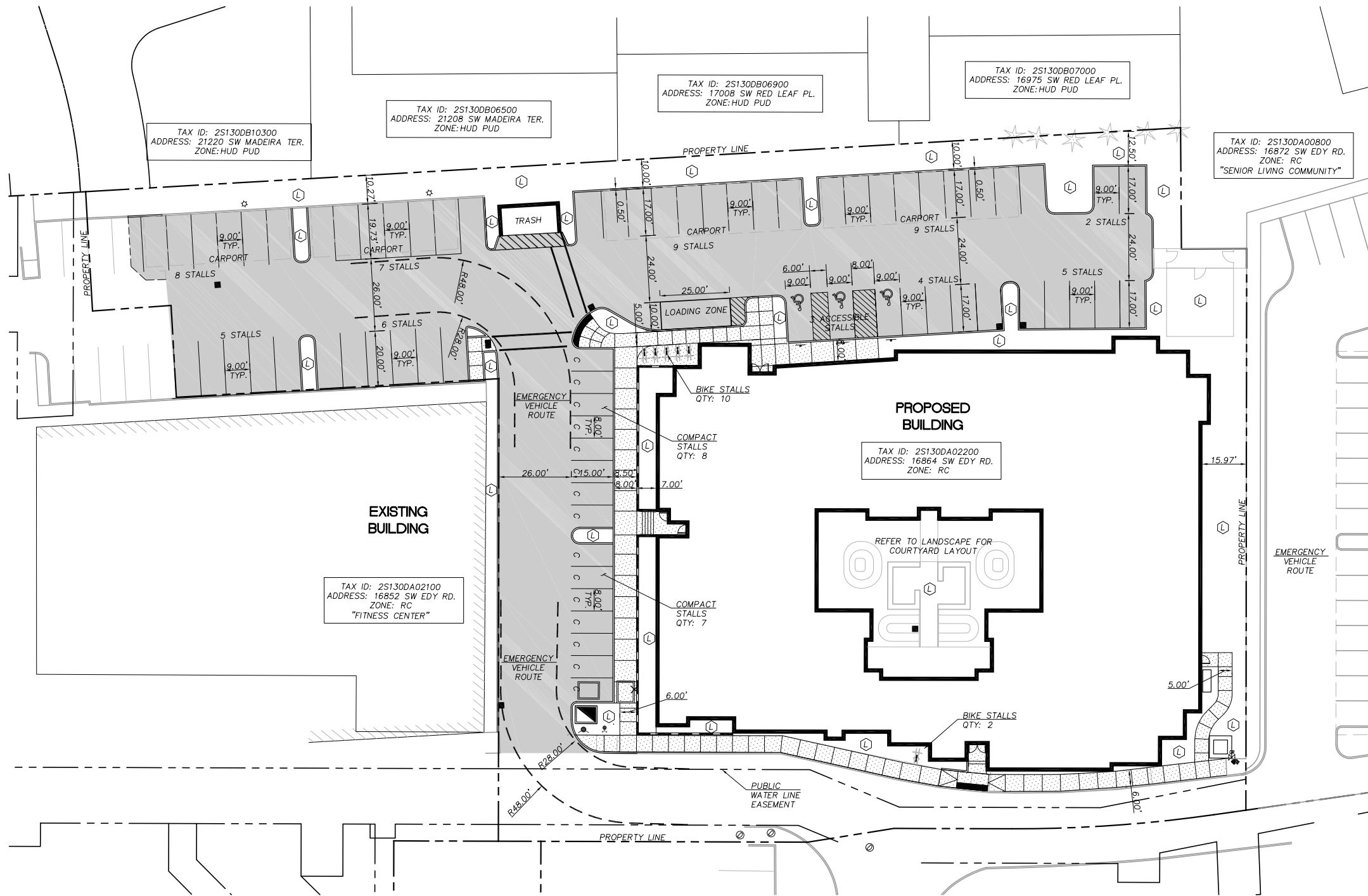
1 OVERALL SITE PLAN
1" = 40'



DESIGN REVIEW
CEDAR CREEK APTS.
16864 SW Edy Road, Sherwood, OR 97140
DATE: 26 APR 2021
DRAWN:
JOB NO.: 2089
OVERALL SITE PLAN
C0.50

P:\2089 Deacon Sherwood Apts\Photos\Logo.jpg
901 NE Glisan St, Suite 100
Portland, OR 97232
T: 503.297.8791
ATT: Ryan Schera

LAST SAVED: Sun, 25 Apr 2021 - 11:45 AM LOCATION: F:\1\2\DDL\001 - Cedar Creek\1\1 - CAD Drawings\1\1 - DD\1\2\1.00 Layout and Paving.dwg Layout
 PRINTED: Sun, 25 Apr 2021 - 11:58 AM PRINTED BY: Brien

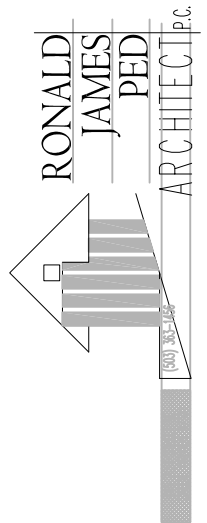


SHEET LEGEND

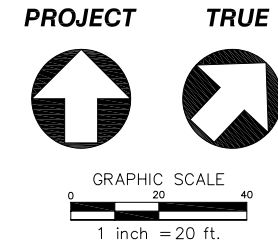
ITEM	DESCRIPTION	DETAIL
	ASPHALT PAVEMENT	
	CONCRETE SIDEWALK	
	STANDARD CURB	
	LANDSCAPING	

NEW PARKING TABLE

DESCRIPTION	COUNT
STANDARD PARKING STALLS	55
COMPACT PARKING STALLS	15
ACCESSIBLE PARKING STALLS	3
TOTAL NEW AUTOMOTIVE PARKING STALLS	73
BIKE STALLS	12
LOADING ZONE	1



1 LAYOUT AND PAVING PLAN
 1" = 20'



DESIGN REVIEW
CEDAR CREEK APTS.
 16864 SW Edy Road, Sherwood, OR 97140
 DATE: 24 Feb 2021
 DRAWN:
 JOB NO.: 2089
LAYOUT AND PAVING PLAN
 C100

P:\2089 Deacon Sherwood Apts\Photos\Logo.jpg
 901 NE Glisan St., Suite 100
 Portland, OR 97232
 T: 503.297.8791
 ATT: Ryan Schera

MACKENZIE.

DESIGN DRIVEN | CLIENT FOCUSED



TRANSPORTATION IMPACT ANALYSIS

To
City of Sherwood

For
Deacon Development and
Rembold Properties

Submitted
December 23, 2016

Project Number
2150650.00



MACKENZIE
Since 1960

RiverEast Center | 1515 SE Water Ave, Suite 100, Portland, OR 97214
PO Box 14310, Portland, OR 97293 | T 503.224.9560 | www.mcknze.com

TABLE 4 – TRIP GENERATION SUMMARY								
Land Use (LUC)	Size and Units	AM Peak Hour			PM Peak Hour			Daily
		In	Out	Total	In	Out	Total	
TOTAL TRIPS								
Assisted Living (LUC 254)	137 occupied beds	17	8	25	20	20	40	375
Nursing Home (LUC 620)	28 beds	3	2	5	2	4	6	77
Hotel (LUC 310)	94 rooms	30	20	50	29	27	56	768
Shopping Center (LUC 820)	46.2 KSF	60	37	97	171	186	357	4,111
New Development Subtotal		110	67	177	222	237	459	5,331
INTERNAL TRIPS								
Assisted Living (LUC 254)	137 occupied beds	0	0	0	-5	-5	-10	-48
Nursing Home (LUC 620)	28 beds	0	0	0	-1	-1	-2	-10
Hotel (LUC 310)	94 rooms	0	-3	-3	-3	-2	-5	-50
Shopping Center (LUC 820)	46.2 KSF	-3	-2	-5	-12	-9	-21	-183
New Development Subtotal		-3	-5	-8	-21	-17	-38	-291
EXTERNAL TRIPS								
Assisted Living (LUC 254)	137 occupied beds	17	8	25	15	15	30	327
Nursing Home (LUC 620)	28 beds	3	2	5	1	3	4	67
Hotel (LUC 310)	94 rooms	30	17	47	26	25	51	718
Shopping Center (LUC 820)	46.2 KSF	57	35	92	159	177	336	3,928
New Development Subtotal		107	62	169	201	220	421	5,040
PASS-BY TRIPS								
Shopping Center (LUC 820)	46.2 KSF	0%			34%			17%
Shopping Center (LUC 820)	46.2 KSF	0	0	0	57	57	114	668
PRIMARY TRIPS								
Assisted Living (LUC 254)	137 occupied beds	17	8	25	15	15	30	327
Nursing Home (LUC 620)	28 beds	3	2	5	1	3	4	67
Hotel (LUC 310)	94 rooms	30	17	47	26	25	51	718
Shopping Center (LUC 820)	46.2 KSF	57	35	92	102	120	222	3,260
New Development Subtotal		107	62	169	144	162	307	4,372
SUMMARY OF NEW TRIPS								
Total Trip Estimate		110	67	177	222	237	459	5,331
Internal Trip Reduction		-3	-5	-8	-21	-17	-38	-291
External Trips		107	62	169	201	220	421	5,040
Pass-by Trips		0	0	0	57	57	114	668
Primary Trips		107	62	169	144	163	307	4,372
Internal Reduction at Providence Medical Plaza		-3	-1	-4	-2	-6	-8	-95
Primary Trips Added to Network		104	61	165	142	157	299	4,277

MACKENZIE.

DESIGN DRIVEN | CLIENT FOCUSED

MINOR MODIFICATION TO APPROVED SITE PLAN (BUILDINGS B AND C)

To
City of Sherwood

For
Deacon Development Group

Dated
May 17, 2018
Revised May 21, 2018

Project Number
2160618.17



MACKENZIE
Since 1960

RiverEast Center | 1515 SE Water Ave, Suite 100, Portland, OR 97214
PO Box 14310, Portland, OR 97293 | T 503.224.9560 | www.mcknze.com

- (3) *A change in setbacks or lot coverage by more than ten (10) percent, provided the resulting setback or lot coverage does not exceed that allowed by the land use district;*

Response: Per Sheet C2.1A, there is a proposed net increase in building coverage of 678 square feet. Building C will continue to be set back from SW Pacific Highway by at least 25 feet (Sheet C2.1A). Phase III of Cedar Creek Plaza was reviewed as one lot, and Building C will not be set back closer or farther away from the property lines of the entire Phase III site than any other Phase III building.

The revised building footprints increase lot coverage by approximately 678 SF, bringing the total lot coverage to approximately 48,000 SF (17.3%) of the 277,962-SF Phase III site. The original lot coverage was approximately 47,000 SF (16.9%), so the difference in lot coverage is an increase of approximately 0.4%.

This standard is therefore not applicable.

- (4) *A change in the type and/or location of access-ways, drives or parking areas negatively affecting off-site traffic or increasing Average Daily Trips (ADT) by more than 100;*

Response: No change in the type and/or location of access is proposed. Off-street parking areas will continue to meet the applicable development standards of Chapter 16.94 SMC, as analyzed below in this narrative. **Per the Transportation Impact Analysis prepared by Mackenzie, dated December 23, 2016,** and submitted for the original Site Plan Review approval (City file no. SP16-10), trip generation for the Phase III commercial uses were based on Institute of Transportation Engineers (ITE) Land Use Code 820 trip generation rates for shopping centers. **The additional 678 SF of ITE 820 shopping center area will increase ADT by approximately 30 trips per the ITE Trip Generation Manual, 10th Edition. This standard is therefore not applicable.**

- (5) *An increase in the floor area or height proposed for non-residential use by more than ten (10) percent;*

Response: The total floor area for Phase III, which only contains non-residential uses, was 47,000 SF per the previously approved Minor Modification to Approved Site Plan (City file no. MMSP 18-01); the net increase of 678 SF for Building C is approximately 1.4% of 47,000 SF. Per Sheet A1.2, Building C is proposed for a reduction in building height from the approved Final Site Plan for Phase III of Cedar Creek Plaza (City file no. MMSP 18-01). No portion of Building C exceeds approximately 24 feet in height. Building C is located more than 100 feet from the residential zones to the northwest and southwest (Exhibit C, Sheet C2.1A). This standard is therefore not applicable.

- (6) *A reduction of more than ten (10) percent of the area reserved for common open space; or*

Response: There is no net decrease in outdoor patio area from the originally approved Final Site Plan for Phase III of Cedar Creek Plaza (City file no. SP 16-10). There was an approved Minor Modification to Approved Site Plan (City file no. MMSP 18-01) that proposed an increase in outdoor patio area of 1,042 SF. This proposal seeks to remove 260 SF from that approved Minor Modification. Removing the proposed outdoor patio

REPORT

Cedar Creek Plaza Arborist Report

Date: December 2016

Project Name: Cedar Creek Plaza

Project Arborist: David Steinke
ISA Certified Arborist #PN-8112A
ISA Qualified Tree Risk Assessor
Member, International Society of Arboriculture



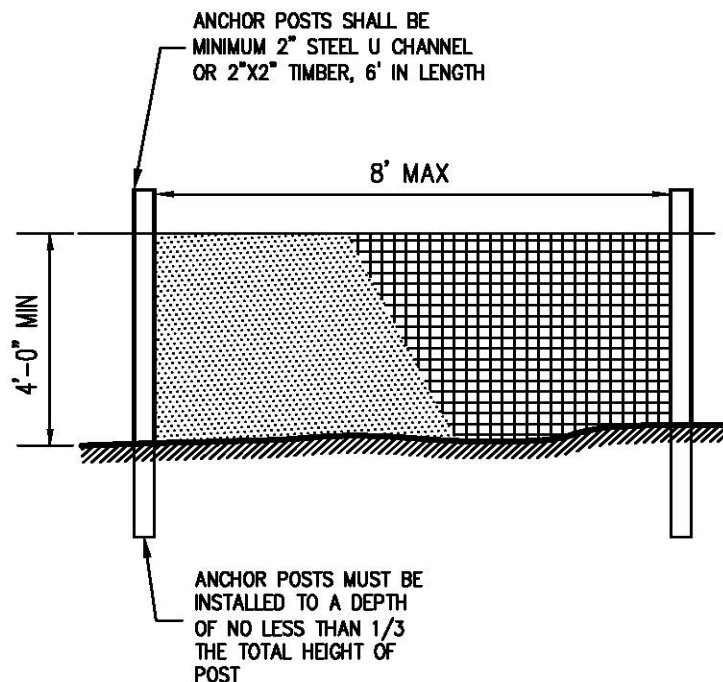
12965 SW Herman Road, Suite 100
Tualatin, OR 97062
(503) 563-6151

Project Summary

This project will consist of a new fitness building, senior housing, restaurants, and various retail buildings, as well as preserving the existing medical office building. This project is located within the Retail Commercial-RC district which requires a minimum total tree canopy of 30 percent. Per the attached Tree Preservation and Removal Plan provided by Mackenzie (Sheet L1.1-L1.3 dated December 23, 2016): There is a total of 62 onsite trees being preserved, 193 onsite trees being removed, and 58 offsite trees being removed. The total qualifying mature tree canopy area of preserved onsite trees is +/- 61,354 square feet. Per the attached Landscape Plan provided by Mackenzie (Sheet L2.0-L2.2 dated December 23, 2016) and the Landscape Plan provided by Otten Landscape Architects (Sheet L1.0 dated December 20, 2016): The total qualifying mature tree canopy area of planted trees is +/- 174,627 square feet. The net developed site area is +/- 501,468 square feet. 30 percent of the total site area equals +/- 150,440 square feet. The total combined mature tree canopy area of preserved trees and mature tree canopy area of planted trees is +/- 235,981 square feet, which is more than the required 30 percent for this zone. Therefore, since the total combined mature tree canopy area of the existing trees and trees to be planted is greater than 30 percent of the total site area, the requirements for the City of Sherwood Code Chapter 16.142.070D.3. is met.

Specifications

Tree Protection Fencing Specifications



NOTES:

1. BLAZE ORANGE PLASTIC MESH FENCE FOR TREE PROTECTION DEVICE OR APPROVED EQUAL.
2. AVOID DAMAGE TO CRITICAL ROOT ZONE. DO NOT DAMAGE OR SEVER LARGE ROOTS WHEN INSTALLING POSTS.
3. DEVICE SHALL BE MAINTAINED THROUGHOUT CONSTRUCTION.

TREE PROTECTION / CONSTRUCTION FENCE

Tree Preservation Specifications

- A. No changes shall be made to any aspect of the approved Tree Preservation and Removal Plan without written consent from the Project Arborist and City Arborist.
- B. Timeline for clearing, grading, and installation of tree protection measures: Tree protection fencing shall be installed prior to any ground disturbance work.
- C. Placing materials near trees: No person may conduct any activity within the protected area of any tree designated to remain, including, but not limited to, parking equipment, placing solvents, storing building material and soil deposits, dumping concrete washout, and locating burn holes.
- D. Attachments to trees during construction: No person shall attach any object to any tree designated for preservation.
- E. Protective barrier: Prior to any ground disturbance by the Contractor, the Contractor:
 - 1. Shall erect and maintain readily visible tree protection fencing along the outer edge and completely surrounding the protected area of all protected trees or groups of trees, as shown on the Tree Preservation and Removal Plans. Fences shall be constructed per the Tree Protection Fencing Specifications.
 - 2. May be required to cover with mulch to a depth of at least 6 inches, or with plywood or similar material, over the root zone of a tree in order to protect roots from damage caused by heavy equipment.
 - 3. Shall prohibit excavation or compacting of earth or other potentially damaging activities within the tree protection zone.
 - 4. May be required to minimize root damage by excavation of a 2-foot deep trench at the edge of the tree protection zone to cleanly sever the roots of trees to be retained.
 - 5. May be required to have corrective pruning performed on preserved trees in order to avoid damage from machinery or building activities. May be required to maintain trees throughout the construction period by watering and fertilizing.
 - 6. Shall maintain the tree protection fencing in place until the Project Arborist and City Arborist authorize their removal.
 - 7. Shall ensure that any landscaping done in the tree protection zone subsequent to the removal of the barriers shall be accomplished with light machinery or hand labor and use plant materials with compatible water requirements to the tree to be preserved and direct spray irrigation away from trunks.

-
- F. The grade shall not be elevated or reduced within the tree protection zone without the Project Arborist's authorization. The Project Arborist may allow coverage of up to one half of the area of the tree's root zone with light soils (no clay) to the minimum depth necessary to carry out grading or landscaping plans, if it will not imperil the survival of the tree. Aeration devices may be required to ensure the tree's survival.
 - G. If the grade adjacent to a preserved tree is raised such that it could slough or erode into the tree protection zone, it shall be permanently stabilized to prevent suffocation of the roots.
 - H. An impervious surface shall not be installed within the tree protection zone of any tree to be preserved without the authorization of the Project Arborist. The Project Arborist may require specific construction methods and/or use of aeration devices to ensure the tree's survival and to minimize the potential for root induced damage to the impervious surface.
 - I. To the greatest extent practical, utility trenches shall be located outside of the tree protection zone of trees to be preserved. The Project Arborist may require that utilities be tunneled under the roots of trees to be preserved, if the Project Arborist determines that trenching would significantly reduce the chances of the trees' survival.
 - J. Directional felling of trees shall be used to avoid damage to trees designated for preservation.
 - K. The Project Arborist may require additional tree preservation measures that are consistent with tree care industry standards.

Root Protection Zone Notes

Encroachment into the root protection zone may be allowed with Project Arborist approval as described in the following notes:

1. Excavation in the top 24 inches of soil in the critical root zone area should begin at the excavation line that is closest to the tree.
2. The excavation should be done by hand/shovel or with a backhoe and a person with a shovel, pruning shears, and a pruning saw.
3. If done by hand, all roots 1 inch or larger should be pruned at the excavation line.
4. If done with a backhoe (most likely scenario), the operator shall start the cut at the excavation line and carefully "feel" for roots/resistance. When there is resistance, the person with the shovel shall hand dig around the roots and prune roots larger than 1 inch in diameter.

Post Construction Arborist Review

At the completion of construction, all trees should once again be reviewed. Land clearing and removal of adjacent trees can expose previously unseen defects and otherwise healthy trees can be damaged during construction.

Arborist Disclosure Statement

Arborists are tree specialists who use their education, knowledge, training, and experience to examine trees, recommend measures to enhance the health of trees, and attempt to reduce the risk of living near trees. The Client and Jurisdiction may choose to accept or disregard the recommendations of the arborist, or seek additional advice. Arborists cannot detect every condition that could possibly lead to the structural failure of a tree. Trees are living organisms that fail in ways we do not fully understand. Conditions are often hidden within trees and below ground. Arborists cannot guarantee that a tree will be healthy or safe under all circumstances, or for a specified period of time. Likewise, remedial treatments, like medicine, cannot be guaranteed. Trees can be managed, but they cannot be controlled. To live near trees is to accept some degree of risk. The only way to eliminate all risk associated with trees is to eliminate all trees. Neither this author nor AKS Engineering & Forestry, LLC have assumed any responsibility for liability associated with the trees on or adjacent to this site.

Existing Tree Inventory

Tree #	Common Name / (Genus sp.)	DBH (in)	Canopy (ft ²)	Comments	Health Rating*	Structure Rating**	Remove/ Preserve***
501858	Western Red Cedar (<i>Thuja plicata</i>)	7	707	OFFSITE	1	1	Remove
501859	Douglas-fir (<i>Pseudotsuga menziesii</i>)	18	707	OFFSITE	1	1	Remove
501860	Douglas-fir (<i>Pseudotsuga menziesii</i>)	42	707		1	1	Remove
501861	Ponderosa Pine (<i>Pinus ponderosa</i>)	18	1,256	OFFSITE	1	1	Remove
501862	Ponderosa Pine (<i>Pinus ponderosa</i>)	22	1,256	OFFSITE	1	1	Remove
501863	Ponderosa Pine (<i>Pinus ponderosa</i>)	24	1,256		1	1	Remove
501961	Douglas-fir (<i>Pseudotsuga menziesii</i>)	30	707	OFFSITE	1	1	Remove
501968	Douglas-fir (<i>Pseudotsuga menziesii</i>)	30	707	OFFSITE	1	1	Remove
501971	Douglas-fir (<i>Pseudotsuga menziesii</i>)	30	707	OFFSITE	1	1	Remove
501979	Douglas-fir (<i>Pseudotsuga menziesii</i>)	36	707	OFFSITE	1	1	Remove
502469	Giant sequoia (<i>Sequoiadendron giganteum</i>)	85	1,963		1	1	Remove
502471	Port Orford Cedar (<i>Chamaecyparis lawsoniana</i>)	29	1,256		1	1	Remove
502473	Port Orford Cedar (<i>Chamaecyparis lawsoniana</i>)	29	1,256		1	1	Remove
502478	Ponderosa Pine (<i>Pinus ponderosa</i>)	13	1,256	Crooked stem; Lean (S)	1	2	Remove
502480	Noble Fir (<i>Abies procera</i>)	33	707	OFFSITE; 25% of foliage dead; Pruned for overhead wires; Poor form	2	2	Remove
502482	Sitka Spruce (<i>Picea Sitchensis</i>)	26	707	Topped for overhead wires; Many large bulges on stem	2	3	Remove
502484	Western Red Cedar (<i>Thuja plicata</i>)	6,14,18	707	Codominant	1	2	Remove
502486	Ponderosa Pine (<i>Pinus ponderosa</i>)	23	1,256	Broken branches	1	2	Remove
502488	Western Red Cedar (<i>Thuja plicata</i>)	16	707		1	1	Remove
502490	Sitka Spruce (<i>Picea Sitchensis</i>)	27	707		1	1	Remove
502492	Ponderosa Pine (<i>Pinus ponderosa</i>)	18	1,256		1	1	Remove
502494	Sitka Spruce (<i>Picea Sitchensis</i>)	24	707		1	1	Remove
502496	Sitka Spruce (<i>Picea Sitchensis</i>)	30	707	Broken top 30' from ground	1	2	Remove
502498	Douglas-fir (<i>Pseudotsuga menziesii</i>)	26	707		1	1	Remove

Tree #	Common Name / (Genus sp.)	DBH (in)	Canopy (ft ²)	Comments	Health Rating*	Structure Rating**	Remove/ Preserve***
502500	Maple (<i>Acer sp.</i>)	14,14	707	Codominant	1	1	Remove
502502	Maple (<i>Acer sp.</i>)	13,24	707	Codominant	1	1	Remove
502504	Sweet Cherry (<i>Prunus avium</i>)	10,10,10,10	314	Codominant	1	1	Remove
502505	Pacific Willow (<i>Salix lucida</i>)	28	707		1	1	Remove
502507	Apple (<i>Malus sp.</i>)	6,8,8	314	Codominant; Scars; Pruned; Lean (NE); Sparse foliage	2	2	Remove
502511	Apple (<i>Malus sp.</i>)	7,7,9,13	314	Codominant	1	1	Remove
502513	Apple (<i>Malus sp.</i>)	6,9	314	Codominant	1	1	Remove
502515	English Holly (<i>Ilex aquifolium</i>)	7,7	177	Codominant; Bore holes	1	1	Remove
502517	Douglas-fir (<i>Pseudotsuga menziesii</i>)	50,52	707	Codominant; 50" stem codominant with included bark 20' from ground	1	2	Remove
502519	Pacific Willow (<i>Salix lucida</i>)	16	707	Some broken branches; Crooked	1	2	Remove
502521	Cherry (<i>Prunus sp.</i>)	6,6	314	Codominant	1	1	Remove
502523	Pacific Willow (<i>Salix lucida</i>)	10,14	707	Codominant; Crooked; 10" stem growing on ground; Sparse foliage	2	2	Remove
502525	Cherry (<i>Prunus sp.</i>)	6,6,8	314	Codominant; Crooked; Sparse foliage; Scars on bole; Large bulges at base	2	3	Remove
502527	Giant sequoia (<i>Sequoiadendron giganteum</i>)	23	1,963		1	1	Remove
502529	Oregon Ash (<i>Fraxinus latifolia</i>)	12,15	177	Codominant; Broken branches; Sparse foliage; Crooked	2	2	Remove
502531	Plum (<i>Prunus sp.</i>)	8,9,9,12	314	Codominant; Scars on bole; Many bore holes; Decay; Crooked	2	3	Remove
502533	Honey Locust (<i>Gleditsia triacanthos</i>)	18	1,256	Crooked	1	2	Remove
502535	Oregon Ash (<i>Fraxinus latifolia</i>)	19	177	Codominant 6' from ground; Sparse foliage; Crooked	2	2	Remove
502537	Western Red Cedar (<i>Thuja plicata</i>)	60	707	Many large attachments at one point 8' from ground; Included bark	1	2	Remove
502539	Northern Catalpa (<i>Catalpa speciosa</i>)	30	707		1	1	Remove
502541	Douglas-fir (<i>Pseudotsuga menziesii</i>)	15	707	Pruned	1	1	Remove
502543	Bigleaf Maple (<i>Acer macrophyllum</i>)	15	1,963		1	1	Remove

Tree #	Common Name / (Genus sp.)	DBH (in)	Canopy (ft ²)	Comments	Health Rating*	Structure Rating**	Remove/ Preserve***
502545	Douglas-fir (<i>Pseudotsuga menziesii</i>)	27	707		1	1	Remove
502547	Sitka Spruce (<i>Picea Sitchensis</i>)	23	707	Pruned; Sap flow at base; Scars; Cracks in bole	2	3	Remove
502549	Ponderosa Pine (<i>Pinus ponderosa</i>)	12	1,256	Crooked; Sparse foliage; Bore holes	2	2	Remove
502553	Douglas-fir (<i>Pseudotsuga menziesii</i>)	34	707	Codominant 20' from ground with included bark	1	2	Remove
502557	Sweet Cherry (<i>Prunus avium</i>)	16	314	Significantly pruned; Short stature; Bulges on bole; Decay; Scars	2	3	Remove
502559	Douglas-fir (<i>Pseudotsuga menziesii</i>)	30	707		1	1	Remove
502560	Maple (<i>Acer sp.</i>)	6,8,8	707	Codominant; Pruned	1	1	Remove
502562	Sitka Spruce (<i>Picea Sitchensis</i>)	26	707	Codominant 20' from ground with multiple attachments at one point; Crooked	1	2	Remove
502564	Sitka Spruce (<i>Picea Sitchensis</i>)	29	707	Codominant top	1	1	Remove
502566	Douglas-fir (<i>Pseudotsuga menziesii</i>)	29	707	Codominant top 20' from ground	1	2	Remove
502568	Deodar Cedar (<i>Cedrus deodara</i>)	30	1,256		1	1	Remove
502570	Douglas-fir (<i>Pseudotsuga menziesii</i>)	14	707		1	1	Remove
502572	Sitka Spruce (<i>Picea Sitchensis</i>)	14	707	Broken top 10' from ground; Snag	3	3	Remove
502574	Sitka Spruce (<i>Picea Sitchensis</i>)	18	707	Codominant top	1	1	Remove
502576	Sitka Spruce (<i>Picea Sitchensis</i>)	17	707		1	1	Remove
502578	Douglas-fir (<i>Pseudotsuga menziesii</i>)	34	707	Codominant top 25' from ground	1	2	Remove
502580	Deodar Cedar (<i>Cedrus deodara</i>)	24	1,256	Codominant top 20' from ground	1	2	Remove
502582	Apple (<i>Malus sp.</i>)	19	314		1	1	Remove
502584	Sitka Spruce (<i>Picea Sitchensis</i>)	18	707		1	1	Remove
502586	Port Orford Cedar (<i>Chamaecyparis lawsoniana</i>)	28	1,256		1	1	Remove
502588	Sitka Spruce (<i>Picea Sitchensis</i>)	27	707		1	1	Remove
502590	Sitka Spruce (<i>Picea Sitchensis</i>)	32	707	Codominant 20' from ground	1	2	Remove
502592	Port Orford Cedar (<i>Chamaecyparis lawsoniana</i>)	27	1,256	Codominant 20' from ground	1	2	Remove
502594	Sitka Spruce (<i>Picea Sitchensis</i>)	26	707	Codominant 20' from ground; Epicormic branching	1	2	Remove
502596	Western Red Cedar (<i>Thuja plicata</i>)	8,8,18	707	Codominant with included bark	1	2	Remove

Tree #	Common Name / (Genus sp.)	DBH (in)	Canopy (ft ²)	Comments	Health Rating*	Structure Rating**	Remove/ Preserve***
502598	Sitka Spruce (<i>Picea Sitchensis</i>)	32	707	Codominant top 25' from ground	1	2	Remove
502600	Sitka Spruce (<i>Picea Sitchensis</i>)	35	707	Codominant top 25' from ground	1	2	Remove
502602	Sitka Spruce (<i>Picea Sitchensis</i>)	30	707	Codominant top 20' from ground with multiple attachments at one point; Bore holes	1	2	Remove
502604	Douglas-fir (<i>Pseudotsuga menziesii</i>)	21	707		1	1	Remove
502606	Sweet Cherry (<i>Prunus avium</i>)	20	314	Bulges on bole; Broken branches; Pruned; Decay	2	3	Remove
502609	Ponderosa Pine (<i>Pinus ponderosa</i>)	8	1,256	Bore holes	1	1	Remove
502611	Douglas-fir (<i>Pseudotsuga menziesii</i>)	27	707		1	1	Remove
502613	Sitka Spruce (<i>Picea Sitchensis</i>)	19	707		1	1	Remove
502619	Douglas-fir (<i>Pseudotsuga menziesii</i>)	24	707	OFFSITE	1	1	Preserve
502621	Douglas-fir (<i>Pseudotsuga menziesii</i>)	25	707	OFFSITE	1	1	Preserve
502623	Douglas-fir (<i>Pseudotsuga menziesii</i>)	23	707	OFFSITE	1	1	Preserve
502627	Douglas-fir (<i>Pseudotsuga menziesii</i>)	26	707	OFFSITE	1	1	Preserve
502629	Douglas-fir (<i>Pseudotsuga menziesii</i>)	8	707	OFFSITE	1	1	Preserve
502631	Douglas-fir (<i>Pseudotsuga menziesii</i>)	6	707	OFFSITE	1	1	Preserve
502633	Douglas-fir (<i>Pseudotsuga menziesii</i>)	8	707	OFFSITE	1	1	Preserve
502635	Douglas-fir (<i>Pseudotsuga menziesii</i>)	36	707	Codominant top 25' from ground	1	2	Remove
502637	Sitka Spruce (<i>Picea Sitchensis</i>)	27	707	Codominant top 20' from ground; Epicormic branching	1	2	Remove
502639	Sitka Spruce (<i>Picea Sitchensis</i>)	33	707		1	1	Remove
502641	Plum (<i>Prunus sp.</i>)	9	314	Sparse foliage	2	1	Remove
502643	Oregon Ash (<i>Fraxinus latifolia</i>)	23	177	Broken branches	2	2	Remove
502645	Pear (<i>Pyrus sp.</i>)	10,10,10,10	452	Codominant; Sparse foliage	2	1	Remove
502647	Port Orford Cedar (<i>Chamaecyparis lawsoniana</i>)	22	1,256		1	1	Remove
502649	Sitka Spruce (<i>Picea Sitchensis</i>)	21	707		1	1	Remove
502651	Western Red Cedar (<i>Thuja plicata</i>)	23	707		1	1	Remove
502653	Sitka Spruce (<i>Picea Sitchensis</i>)	23	707		1	1	Remove

Tree #	Common Name / (Genus sp.)	DBH (in)	Canopy (ft ²)	Comments	Health Rating*	Structure Rating**	Remove/ Preserve***
502655	Douglas-fir (<i>Pseudotsuga menziesii</i>)	24	707		1	1	Remove
502657	Sitka Spruce (<i>Picea Sitchensis</i>)	14	707		1	1	Remove
502665	Pear (<i>Pyrus sp.</i>)	14	452	Bore holes; Sparse foliage	2	2	Remove
502667	Pear (<i>Pyrus sp.</i>)	10,14	452	Codominant	1	1	Remove
502669	Douglas-fir (<i>Pseudotsuga menziesii</i>)	12	707		1	1	Remove
502671	Ponderosa Pine (<i>Pinus ponderosa</i>)	26	1,256	OFFSITE ; Pruned; Codominant 10' from ground with 3 stems attached at one point; Crooked	1	2	Remove
502675	Pacific Willow (<i>Salix lucida</i>)	12	707	OFFSITE	1	1	Remove
502677	Pacific Willow (<i>Salix lucida</i>)	10	707	OFFSITE ; Crooked; Bore holes; Lean (S)	1	2	Remove
502679	Pacific Willow (<i>Salix lucida</i>)	14	707	OFFSITE	1	1	Remove
502681	Douglas-fir (<i>Pseudotsuga menziesii</i>)	10	707	OFFSITE	1	1	Remove
502683	Ponderosa Pine (<i>Pinus ponderosa</i>)	8	1,256	OFFSITE	1	1	Remove
502685	Pacific Willow (<i>Salix lucida</i>)	7	707	OFFSITE	1	1	Remove
502687	Douglas-fir (<i>Pseudotsuga menziesii</i>)	15	707	OFFSITE	1	1	Remove
502689	Pacific Willow (<i>Salix lucida</i>)	8	707	OFFSITE	1	1	Remove
502691	Pacific Willow (<i>Salix lucida</i>)	6	707	OFFSITE	1	1	Remove
502693	Douglas-fir (<i>Pseudotsuga menziesii</i>)	8	707	OFFSITE	1	1	Remove
502695	Pacific Willow (<i>Salix lucida</i>)	8	707	OFFSITE	1	1	Remove
502697	Pacific Willow (<i>Salix lucida</i>)	8,9	707	OFFSITE ; Codominant	1	1	Remove
502699	Pacific Willow (<i>Salix lucida</i>)	10,12	707	OFFSITE ; Codominant	1	1	Remove
502701	Pacific Willow (<i>Salix lucida</i>)	13	707	OFFSITE	1	1	Remove
502703	Pacific Willow (<i>Salix lucida</i>)	11	707	OFFSITE	1	1	Remove
502707	Pacific Willow (<i>Salix lucida</i>)	9,10	707	OFFSITE ; Codominant	1	2	Remove
502709	Pacific Willow (<i>Salix lucida</i>)	9	707	OFFSITE	1	1	Remove
502711	Pacific Willow (<i>Salix lucida</i>)	9	707	OFFSITE	1	1	Remove
502713	Pacific Willow (<i>Salix lucida</i>)	8	707	OFFSITE	1	1	Remove
502715	Pacific Willow (<i>Salix lucida</i>)	15	707	OFFSITE	1	1	Remove

Tree #	Common Name / (Genus sp.)	DBH (in)	Canopy (ft ²)	Comments	Health Rating*	Structure Rating**	Remove/ Preserve***
502717	Pacific Willow (<i>Salix lucida</i>)	7	707	OFFSITE	1	1	Remove
502719	Pacific Willow (<i>Salix lucida</i>)	9	707	OFFSITE	1	1	Remove
502721	Pacific Willow (<i>Salix lucida</i>)	6	707	OFFSITE; Sparse foliage	2	1	Remove
502723	Pacific Willow (<i>Salix lucida</i>)	6,8	707	OFFSITE; Codominant; 6" stem – Significant lean (S); 8" stem - Lean (N)	1	2	Remove
502725	Pacific Willow (<i>Salix lucida</i>)	9	707	OFFSITE	1	1	Remove
502727	Pacific Willow (<i>Salix lucida</i>)	6	707	OFFSITE	1	1	Remove
502729	Pacific Willow (<i>Salix lucida</i>)	11	707	OFFSITE	1	1	Remove
502731	Pacific Willow (<i>Salix lucida</i>)	6	707	OFFSITE	1	1	Remove
502733	Pacific Willow (<i>Salix lucida</i>)	11	707	OFFSITE; Lean (S)	1	1	Remove
502735	Pacific Willow (<i>Salix lucida</i>)	13	707	OFFSITE; Some dead branches	2	1	Remove
502737	Pacific Willow (<i>Salix lucida</i>)	6	707	OFFSITE; Significant lean (S)	1	2	Remove
502739	Pacific Willow (<i>Salix lucida</i>)	7	707	OFFSITE	1	1	Remove
502741	Pacific Willow (<i>Salix lucida</i>)	9,9	707	OFFSITE; Codominant; Lean (N)	1	2	Remove
502743	Pacific Willow (<i>Salix lucida</i>)	7	707	OFFSITE; Lean (S)	1	2	Remove
502745	Pacific Willow (<i>Salix lucida</i>)	8	707	OFFSITE; Lean (S)	1	2	Remove
502747	Douglas-fir (<i>Pseudotsuga menziesii</i>)	7	707	OFFSITE	1	1	Remove
502749	Pacific Willow (<i>Salix lucida</i>)	10	707	OFFSITE	1	1	Remove
502751	Pacific Willow (<i>Salix lucida</i>)	35	707	OFFSITE	1	1	Remove
503648	Red Alder (<i>Alnus rubra</i>)	12	707		1	1	Remove
503649	Red Alder (<i>Alnus rubra</i>)	10	707		1	1	Remove
503650	Red Alder (<i>Alnus rubra</i>)	12	707		1	1	Remove
503651	Red Alder (<i>Alnus rubra</i>)	8	707		1	1	Remove
503652	Red Alder (<i>Alnus rubra</i>)	8	707		1	1	Remove
503653	Red Alder (<i>Alnus rubra</i>)	8,8,8	707	Codominant	1	1	Remove
503654	Red Alder (<i>Alnus rubra</i>)	8	707		1	1	Remove
503655	Red Alder (<i>Alnus rubra</i>)	8	707		1	1	Remove

Tree #	Common Name / (Genus sp.)	DBH (in)	Canopy (ft ²)	Comments	Health Rating*	Structure Rating**	Remove/ Preserve***
504291	Raywood Ash (<i>Fraxinus oxycarpa</i> 'Raywood')	8	314	OFFSITE	1	1	Remove
504292	Raywood Ash (<i>Fraxinus oxycarpa</i> 'Raywood')	9	314	OFFSITE	1	1	Remove
504293	Raywood Ash (<i>Fraxinus oxycarpa</i> 'Raywood')	8	314	OFFSITE	1	1	Remove
504294	Raywood Ash (<i>Fraxinus oxycarpa</i> 'Raywood')	8	314	OFFSITE	1	1	Remove
504295	Raywood Ash (<i>Fraxinus oxycarpa</i> 'Raywood')	6	314	OFFSITE	1	1	Remove
504296	Raywood Ash (<i>Fraxinus oxycarpa</i> 'Raywood')	10	314	OFFSITE	1	1	Remove
504297	Raywood Ash (<i>Fraxinus oxycarpa</i> 'Raywood')	6	314		1	1	Remove
504298	Raywood Ash (<i>Fraxinus oxycarpa</i> 'Raywood')	6	314		1	1	Remove
504299	Raywood Ash (<i>Fraxinus oxycarpa</i> 'Raywood')	6	314		1	1	Remove
504300	Raywood Ash (<i>Fraxinus oxycarpa</i> 'Raywood')	6	314		1	1	Remove
504301	Raywood Ash (<i>Fraxinus oxycarpa</i> 'Raywood')	6	314		1	1	Remove
504302	Raywood Ash (<i>Fraxinus oxycarpa</i> 'Raywood')	8	314		1	1	Remove
504303	Raywood Ash (<i>Fraxinus oxycarpa</i> 'Raywood')	8	314		1	1	Remove
504304	Maple (<i>Acer sp.</i>)	6	707		1	1	Preserve
504305	Maple (<i>Acer sp.</i>)	8	707		1	1	Preserve
504306	Western Red Cedar (<i>Thuja plicata</i>)	41	707	OFFSITE; Codominant top	1	2	Preserve
504307	Maple (<i>Acer sp.</i>)	6	707	OFFSITE	1	1	Preserve
504308	Maple (<i>Acer sp.</i>)	8	707	OFFSITE	1	1	Preserve
504309	Western Red Cedar (<i>Thuja plicata</i>)	37	707	OFFSITE	1	1	Preserve
504310	Maple (<i>Acer sp.</i>)	6	707	OFFSITE	1	1	Preserve
504311	Raywood Ash (<i>Fraxinus oxycarpa</i> 'Raywood')	10	314	OFFSITE	1	1	Preserve
504312	Raywood Ash (<i>Fraxinus oxycarpa</i> 'Raywood')	12	314	OFFSITE	1	1	Preserve
504313	Raywood Ash (<i>Fraxinus oxycarpa</i> 'Raywood')	10	314	OFFSITE	1	1	Preserve
504314	Raywood Ash (<i>Fraxinus oxycarpa</i> 'Raywood')	13	314	OFFSITE	1	1	Preserve
504315	Raywood Ash (<i>Fraxinus oxycarpa</i> 'Raywood')	10	314	OFFSITE	1	1	Preserve
504316	Raywood Ash (<i>Fraxinus oxycarpa</i> 'Raywood')	10	314	OFFSITE	1	1	Preserve
504553	Sugar Maple (<i>Acer saccharum</i>)	10	1,256		1	1	Preserve

Tree #	Common Name / (Genus sp.)	DBH (in)	Canopy (ft ²)	Comments	Health Rating*	Structure Rating**	Remove/ Preserve***
504554	Sugar Maple (<i>Acer saccharum</i>)	8	1,256		1	1	Preserve
504555	Sugar Maple (<i>Acer saccharum</i>)	10	1,256		1	1	Preserve
504556	Sugar Maple (<i>Acer saccharum</i>)	10	1,256		1	1	Preserve
504557	Sugar Maple (<i>Acer saccharum</i>)	10	1,256		1	1	Preserve
504558	Sugar Maple (<i>Acer saccharum</i>)	10	1,256		1	1	Preserve
504559	Sugar Maple (<i>Acer saccharum</i>)	10	1,256		1	1	Preserve
504560	Sugar Maple (<i>Acer saccharum</i>)	10	1,256		1	1	Preserve
505280	Okame Cherry (<i>Prunus incamp</i> 'Okame')	3	314		1	1	Remove
505281	Okame Cherry (<i>Prunus incamp</i> 'Okame')	5	314		1	1	Remove
505282	Red Sunset Maple (<i>Acer rubrum</i> 'Franksred')	4	491		1	1	Remove
505283	Red Sunset Maple (<i>Acer rubrum</i> 'Franksred')	5	491		1	1	Remove
505284	Red Sunset Maple (<i>Acer rubrum</i> 'Franksred')	5	491		1	1	Remove
505285	Red Sunset Maple (<i>Acer rubrum</i> 'Franksred')	5	491		1	1	Remove
505286	Red Sunset Maple (<i>Acer rubrum</i> 'Franksred')	4	491		1	1	Remove
505287	Okame Cherry (<i>Prunus incamp</i> 'Okame')	4	314		1	1	Remove
505288	Okame Cherry (<i>Prunus incamp</i> 'Okame')	5	314		1	1	Remove
505289	Red Sunset Maple (<i>Acer rubrum</i> 'Franksred')	5	491	Large 8' long scar one bole with cracks	2	2	Remove
505290	Okame Cherry (<i>Prunus incamp</i> 'Okame')	4	314		1	1	Remove
505291	Okame Cherry (<i>Prunus incamp</i> 'Okame')	3	314		1	1	Remove
505292	Okame Cherry (<i>Prunus incamp</i> 'Okame')	3	314		1	1	Remove
505293	Okame Cherry (<i>Prunus incamp</i> 'Okame')	3	314		1	1	Remove
505294	Okame Cherry (<i>Prunus incamp</i> 'Okame')	4	314		1	1	Remove
505295	Okame Cherry (<i>Prunus incamp</i> 'Okame')	5	314		1	1	Remove
505296	Red Sunset Maple (<i>Acer rubrum</i> 'Franksred')	7	491		1	1	Preserve
505297	Red Sunset Maple (<i>Acer rubrum</i> 'Franksred')	4	491	Scars on bole	1	2	Preserve
505298	Red Sunset Maple (<i>Acer rubrum</i> 'Franksred')	5	491	Scars on bole	1	2	Preserve
505299	Red Sunset Maple (<i>Acer rubrum</i> 'Franksred')	6	491	Scars on bole	1	2	Preserve

Tree #	Common Name / (Genus sp.)	DBH (in)	Canopy (ft ²)	Comments	Health Rating*	Structure Rating**	Remove/ Preserve***
505300	Red Sunset Maple (<i>Acer rubrum</i> 'Franksred')	7	491		1	1	Preserve
505301	Okame Cherry (<i>Prunus incamp</i> 'Okame')	6	314		1	1	Preserve
505302	Okame Cherry (<i>Prunus incamp</i> 'Okame')	5	314		1	1	Preserve
505303	Okame Cherry (<i>Prunus incamp</i> 'Okame')	6	314		1	1	Preserve
505304	Japanese Dogwood (<i>Cornus florida</i>)	6	707		1	1	Remove
505305	Japanese Dogwood (<i>Cornus florida</i>)	5	707	Cavity at base with decay	1	2	Preserve
505306	Japanese Dogwood (<i>Cornus florida</i>)	5	707	Cavity at base with decay	1	2	Preserve
505307	Alaska Cedar (<i>Cupressus nootkatensis</i>)	7	707		1	1	Preserve
505308	Alaska Cedar (<i>Cupressus nootkatensis</i>)	5	707		1	1	Preserve
505309	Alaska Cedar (<i>Cupressus nootkatensis</i>)	5	707		1	1	Preserve
505310	Prairifire Crabapple (<i>Malus</i> 'Prairifire')	3	314		1	1	Preserve
505311	Prairifire Crabapple (<i>Malus</i> 'Prairifire')	3	314		1	1	Preserve
505312	Prairifire Crabapple (<i>Malus</i> 'Prairifire')	3	314		1	1	Remove
505313	Okame Cherry (<i>Prunus incamp</i> 'Okame')	3	314		1	1	Remove
505314	Okame Cherry (<i>Prunus incamp</i> 'Okame')	4	314		1	1	Remove
505315	Red Sunset Maple (<i>Acer rubrum</i> 'Franksred')	6	491	Scars on bole	1	2	Preserve
505316	Red Sunset Maple (<i>Acer rubrum</i> 'Franksred')	5	491	4' long scar on bole	1	2	Preserve
505317	Okame Cherry (<i>Prunus incamp</i> 'Okame')	2	314		1	1	Preserve
505318	Okame Cherry (<i>Prunus incamp</i> 'Okame')	4	314		1	1	Preserve
505319	Red Sunset Maple (<i>Acer rubrum</i> 'Franksred')	6	491		1	1	Preserve
505320	Red Sunset Maple (<i>Acer rubrum</i> 'Franksred')	7	491		1	1	Preserve
505321	Okame Cherry (<i>Prunus incamp</i> 'Okame')	7	314		1	1	Preserve
505322	Okame Cherry (<i>Prunus incamp</i> 'Okame')	4	314		1	1	Preserve
505323	Western Red Cedar (<i>Thuja plicata</i>)	9	707		1	1	Remove
505324	Red Alder (<i>Alnus rubra</i>)	9	707	OFFSITE	1	1	Remove
505325	Incense-cedar (<i>Calocedrus decurrens</i>)	7	177		1	1	Remove
505333	Prairifire Crabapple (<i>Malus</i> 'Prairifire')	2	314		1	1	Remove

Tree #	Common Name / (Genus sp.)	DBH (in)	Canopy (ft ²)	Comments	Health Rating*	Structure Rating**	Remove/ Preserve***
505334	Prairifire Crabapple (<i>Malus</i> 'Prairifire')	3	314		1	1	Remove
505335	Prairifire Crabapple (<i>Malus</i> 'Prairifire')	3	314		1	1	Remove
505336	Mountain Hemlock (<i>Tsuga mertensiana</i>)	2	177		1	1	Remove
505337	Mountain Hemlock (<i>Tsuga mertensiana</i>)	2	177		1	1	Remove
505338	Okame Cherry (<i>Prunus incamp</i> 'Okame')	3	314		1	1	Remove
505339	Incense-cedar (<i>Calocedrus decurrens</i>)	5	177		1	1	Remove
505340	Alaska Cedar (<i>Cupressus nootkatensis</i>)	5	707		1	1	Remove
505341	Alaska Cedar (<i>Cupressus nootkatensis</i>)	5	707		1	1	Remove
505342	Southern Magnolia (<i>Magnolia grandiflora</i>)	3	1,256		1	1	Remove
505343	Southern Magnolia (<i>Magnolia grandiflora</i>)	2	1,256		1	1	Remove
505344	Red Alder (<i>Alnus rubra</i>)	6	707		1	1	Remove
505345	Alaska Cedar (<i>Cupressus nootkatensis</i>)	5	707		1	1	Remove
505346	Southern Magnolia (<i>Magnolia grandiflora</i>)	4	1,256		1	1	Remove
505347	Okame Cherry (<i>Prunus incamp</i> 'Okame')	4	314		1	1	Remove
505348	Okame Cherry (<i>Prunus incamp</i> 'Okame')	4	314		1	1	Remove
505349	Okame Cherry (<i>Prunus incamp</i> 'Okame')	2	314		1	1	Remove
505350	Prairifire Crabapple (<i>Malus</i> 'Prairifire')	4	314		1	1	Remove
505351	Prairifire Crabapple (<i>Malus</i> 'Prairifire')	2	314		1	1	Remove
505352	Prairifire Crabapple (<i>Malus</i> 'Prairifire')	2	314		1	1	Remove
505353	Okame Cherry (<i>Prunus incamp</i> 'Okame')	4	314		1	1	Remove
505354	Mountain Hemlock (<i>Tsuga mertensiana</i>)	2	177		1	1	Remove
505355	Alaska Cedar (<i>Cupressus nootkatensis</i>)	5	707		1	1	Remove
505356	Incense-cedar (<i>Calocedrus decurrens</i>)	5	177		1	1	Remove
505357	Incense-cedar (<i>Calocedrus decurrens</i>)	5	177		1	1	Remove
505358	Alaska Cedar (<i>Cupressus nootkatensis</i>)	9	707	10% of foliage dead	1	1	Remove
505359	Alaska Cedar (<i>Cupressus nootkatensis</i>)	10	707	10% of foliage dead	1	1	Remove
505360	Alaska Cedar (<i>Cupressus nootkatensis</i>)	9	707	10% of foliage dead	1	1	Remove

Tree #	Common Name / (Genus sp.)	DBH (in)	Canopy (ft ²)	Comments	Health Rating*	Structure Rating**	Remove/ Preserve***
505361	Alaska Cedar (<i>Cupressus nootkatensis</i>)	9	707	10% of foliage dead	1	1	Remove
505362	Alaska Cedar (<i>Cupressus nootkatensis</i>)	5	707	10% of foliage dead	1	1	Remove
505363	Alaska Cedar (<i>Cupressus nootkatensis</i>)	7	707		1	1	Remove
505364	Incense-cedar (<i>Calocedrus decurrens</i>)	14	177		1	1	Remove
505365	Alaska Cedar (<i>Cupressus nootkatensis</i>)	7	707		1	1	Remove
505366	Incense-cedar (<i>Calocedrus decurrens</i>)	7	177		1	1	Remove
505367	Douglas-fir (<i>Pseudotsuga menziesii</i>)	7	707		1	1	Preserve
505368	Japanese Dogwood (<i>Cornus florida</i>)	4	707		1	1	Remove
505369	Sweetgum (<i>Liquidambar styraciflua</i>)	6	415		1	1	Preserve
505370	Alaska Cedar (<i>Cupressus nootkatensis</i>)	10	707		1	1	Preserve
505371	Alaska Cedar (<i>Cupressus nootkatensis</i>)	5	707		1	1	Preserve
505372	Alaska Cedar (<i>Cupressus nootkatensis</i>)	5	707		1	1	Preserve
505373	Alaska Cedar (<i>Cupressus nootkatensis</i>)	5	707		1	1	Preserve
505374	Sweetgum (<i>Liquidambar styraciflua</i>)	6	415		1	1	Preserve
505375	Alaska Cedar (<i>Cupressus nootkatensis</i>)	5	707		1	1	Preserve
505376	Sweetgum (<i>Liquidambar styraciflua</i>)	5	415		1	1	Preserve
505377	Alaska Cedar (<i>Cupressus nootkatensis</i>)	5	707		1	1	Preserve
505378	Alaska Cedar (<i>Cupressus nootkatensis</i>)	7	707		1	1	Preserve
505379	Douglas-fir (<i>Pseudotsuga menziesii</i>)	11	707		1	1	Preserve
505380	Sweetgum (<i>Liquidambar styraciflua</i>)	6	415		1	1	Preserve
505381	Douglas-fir (<i>Pseudotsuga menziesii</i>)	11	707		1	1	Preserve
505382	Sweetgum (<i>Liquidambar styraciflua</i>)	6	415		1	1	Preserve
505383	Douglas-fir (<i>Pseudotsuga menziesii</i>)	8	707		1	1	Preserve
505384	Cherry (<i>Prunus sp.</i>)	2	314		1	1	Preserve
505385	Mountain Hemlock (<i>Tsuga mertensiana</i>)	3	177		1	1	Remove
505386	Alaska Cedar (<i>Cupressus nootkatensis</i>)	5	707		1	1	Remove
505387	Alaska Cedar (<i>Cupressus nootkatensis</i>)	6	707		1	1	Remove

Tree #	Common Name / (Genus sp.)	DBH (in)	Canopy (ft ²)	Comments	Health Rating*	Structure Rating**	Remove/ Preserve***
505388	Incense-cedar (<i>Calocedrus decurrens</i>)	5	177		1	1	Remove
505389	Incense-cedar (<i>Calocedrus decurrens</i>)	5	177		1	1	Remove
505390	Incense-cedar (<i>Calocedrus decurrens</i>)	5	177		1	1	Remove
505391	Alaska Cedar (<i>Cupressus nootkatensis</i>)	7	707		1	1	Remove
505392	Alaska Cedar (<i>Cupressus nootkatensis</i>)	6	707		1	1	Remove
505393	Mountain Hemlock (<i>Tsuga mertensiana</i>)	3	177		1	1	Remove
505394	Mountain Hemlock (<i>Tsuga mertensiana</i>)	3	177		1	1	Remove
505395	Mountain Hemlock (<i>Tsuga mertensiana</i>)	3	177		1	1	Remove
505396	Incense-cedar (<i>Calocedrus decurrens</i>)	3	177		1	1	Remove
505397	Incense-cedar (<i>Calocedrus decurrens</i>)	2	177		1	1	Remove
505398	Incense-cedar (<i>Calocedrus decurrens</i>)	3	177		1	1	Remove
505399	Incense-cedar (<i>Calocedrus decurrens</i>)	3	177		1	1	Remove
505400	Alaska Cedar (<i>Cupressus nootkatensis</i>)	3	707		1	1	Remove
505401	Alaska Cedar (<i>Cupressus nootkatensis</i>)	5	707		1	1	Remove
505402	Alaska Cedar (<i>Cupressus nootkatensis</i>)	4	707		1	1	Remove
505403	Alaska Cedar (<i>Cupressus nootkatensis</i>)	6	707		1	1	Remove
505404	Alaska Cedar (<i>Cupressus nootkatensis</i>)	4	707		1	1	Remove
505404	Alaska Cedar (<i>Cupressus nootkatensis</i>)	5	707		1	1	Remove
505405	Incense-cedar (<i>Calocedrus decurrens</i>)	9	177		1	1	Remove
505406	Incense-cedar (<i>Calocedrus decurrens</i>)	5	177		1	1	Remove
505407	Alaska Cedar (<i>Cupressus nootkatensis</i>)	5	707		1	1	Remove
505408	Incense-cedar (<i>Calocedrus decurrens</i>)	10	177		1	1	Remove
505410	Alaska Cedar (<i>Cupressus nootkatensis</i>)	4	707		1	1	Remove
505411	Okame Cherry (<i>Prunus incamp 'Okame'</i>)	5	314		1	1	Remove
505412	Alaska Cedar (<i>Cupressus nootkatensis</i>)	5	707		1	1	Remove
505413	Prairifire Crabapple (<i>Malus 'Prairifire'</i>)	2	314		1	1	Remove
505414	Prairifire Crabapple (<i>Malus 'Prairifire'</i>)	2	314		1	1	Remove

Tree #	Common Name / (Genus sp.)	DBH (in)	Canopy (ft ²)	Comments	Health Rating*	Structure Rating**	Remove/ Preserve***
505415	Prairifire Crabapple (<i>Malus</i> 'Prairifire')	3	314		1	1	Remove
505416	Incense-cedar (<i>Calocedrus decurrens</i>)	10	177		1	1	Remove
505417	Douglas-fir (<i>Pseudotsuga menziesii</i>)	12,14	707	OFFSITE; Codominant	1	1	Remove
600000	Raywood Ash (<i>Fraxinus oxycarpa</i> 'Raywood')	4	314		1	1	Remove
600001	Southern Magnolia (<i>Magnolia grandiflora</i>)	2	1,256		1	1	Preserve
600002	Southern Magnolia (<i>Magnolia grandiflora</i>)	4	1,256		1	1	Preserve
600003	Southern Magnolia (<i>Magnolia grandiflora</i>)	4	1,256		1	1	Preserve
600004	Vine Maple (<i>Acer circinatum</i>)	2	314		1	1	Preserve
600005	Vine Maple (<i>Acer circinatum</i>)	2	314		1	1	Preserve
600006	Vine Maple (<i>Acer circinatum</i>)	2	314		1	1	Preserve
600007	Vine Maple (<i>Acer circinatum</i>)	2	314		1	1	Preserve
600008	Mountain Hemlock (<i>Tsuga mertensiana</i>)	4	177		1	1	Remove
600009	Okame Cherry (<i>Prunus incamp</i> 'Okame')	2	314		1	1	Remove
600010	Alaska Cedar (<i>Cupressus nootkatensis</i>)	4	707		1	1	Remove
975000	Douglas-fir (<i>Pseudotsuga menziesii</i>)	8	707	OFFSITE	1	1	Remove
975001	Douglas-fir (<i>Pseudotsuga menziesii</i>)	8	707	OFFSITE	1	1	Remove
975002	Incense-cedar (<i>Calocedrus decurrens</i>)	8	177	OFFSITE	1	1	Preserve
975003	Cherry (<i>Prunus</i> sp.)	8	314	OFFSITE	1	1	Preserve
975004	Incense-cedar (<i>Calocedrus decurrens</i>)	10	177	OFFSITE	1	1	Preserve
975005	Douglas-fir (<i>Pseudotsuga menziesii</i>)	12	707	OFFSITE	1	1	Preserve
975006	Vine Maple (<i>Acer circinatum</i>)	3	314		1	1	Preserve
975007	Vine Maple (<i>Acer circinatum</i>)	3	314		1	1	Preserve
975008	Vine Maple (<i>Acer circinatum</i>)	2	314		1	1	Preserve
975009	Vine Maple (<i>Acer circinatum</i>)	2	314		1	1	Preserve
975010	Maple (<i>Acer</i> sp.)	5	707		1	1	Preserve
975011	Bigleaf Maple (<i>Acer macrophyllum</i>)	37	1,963	OFFSITE	1	2	Preserve
975012	Bigleaf Maple (<i>Acer macrophyllum</i>)	46	1,963	OFFSITE	1	2	Preserve

Existing Tree Inventory Notes

*Health Rating

1 = Good Health - A tree that exhibits typical foliage, bark, and root characteristics, for its respective species, shows no signs of infection or infestation, and has a high level of vigor and vitality.

2 = Fair Health - A tree that exhibits some abnormal health characteristics and/or shows some signs of infection or infestation, but may be reversed or abated with supplemental treatment.

3 = Poor Health - A tree that is in significant decline, to the extent that supplemental treatment would not likely result in reversing or abating its decline.

**Structure Rating

1 = Good Structure - A tree that exhibits typical physical form characteristics, for its respective species, shows no signs of structural defects of the canopy, trunk, and/or root system.

2 = Fair Structure - A tree that exhibits some abnormal physical form characteristics and/or some signs of structural defects, which reduce the structural integrity of the tree, but are not indicative of imminent physical failure, and may be corrected using arboricultural abatement methods.

3 = Poor Structure - A tree that exhibits extensively abnormal physical form characteristics and/or significant structural defects that substantially reduces the structural viability of the tree, cannot feasibly be abated, and are indicative of imminent physical failure.

***Remove/Preserve

Trees that are shown to be removed and preserved is based on the Tree Preservation and Removal Plan dated December 23, 2016, which was prepared by Mackenzie.

Planted Tree Inventory

See Landscape Plans

Existing Tree and Planted Tree Canopy Calculations

- Existing onsite mature tree canopy area of trees greater than or equal to 6" DBH*: $21,959 \text{ ft}^2 \times 2 = \underline{43,918 \text{ ft}^2}$
- Existing onsite mature tree canopy area of trees less than 6" DBH**: $\underline{17,436 \text{ ft}^2}$
- Proposed mature tree canopy area of trees to be planted per the Landscape Plan Sheet L2.0 dated December 23, 2016 (Prepared by Mackenzie) and the Landscape Plan Sheet L1.0 dated December 20, 2016 (Prepared by Otten Landscape Architects): $\underline{174,627 \text{ ft}^2}$
- Total tree canopy cover: $43,918 \text{ ft}^2 + 17,436 \text{ ft}^2 + 174,627 \text{ ft}^2 = \underline{235,981 \text{ ft}^2}$
- Total site area: $\underline{501,468 \text{ ft}^2}$ (Per the provided Landscape Plans)
 - Total effective tree canopy cover percentage: $235,981 \text{ ft}^2 \div 501,468 \text{ ft}^2 = \underline{47\%}$

*Existing trees to be preserved greater than or equal to 6" DBH receive double credit towards total mature tree canopy area calculations. (Per City of Sherwood Code Chapter 16.142.070 D. 3.).

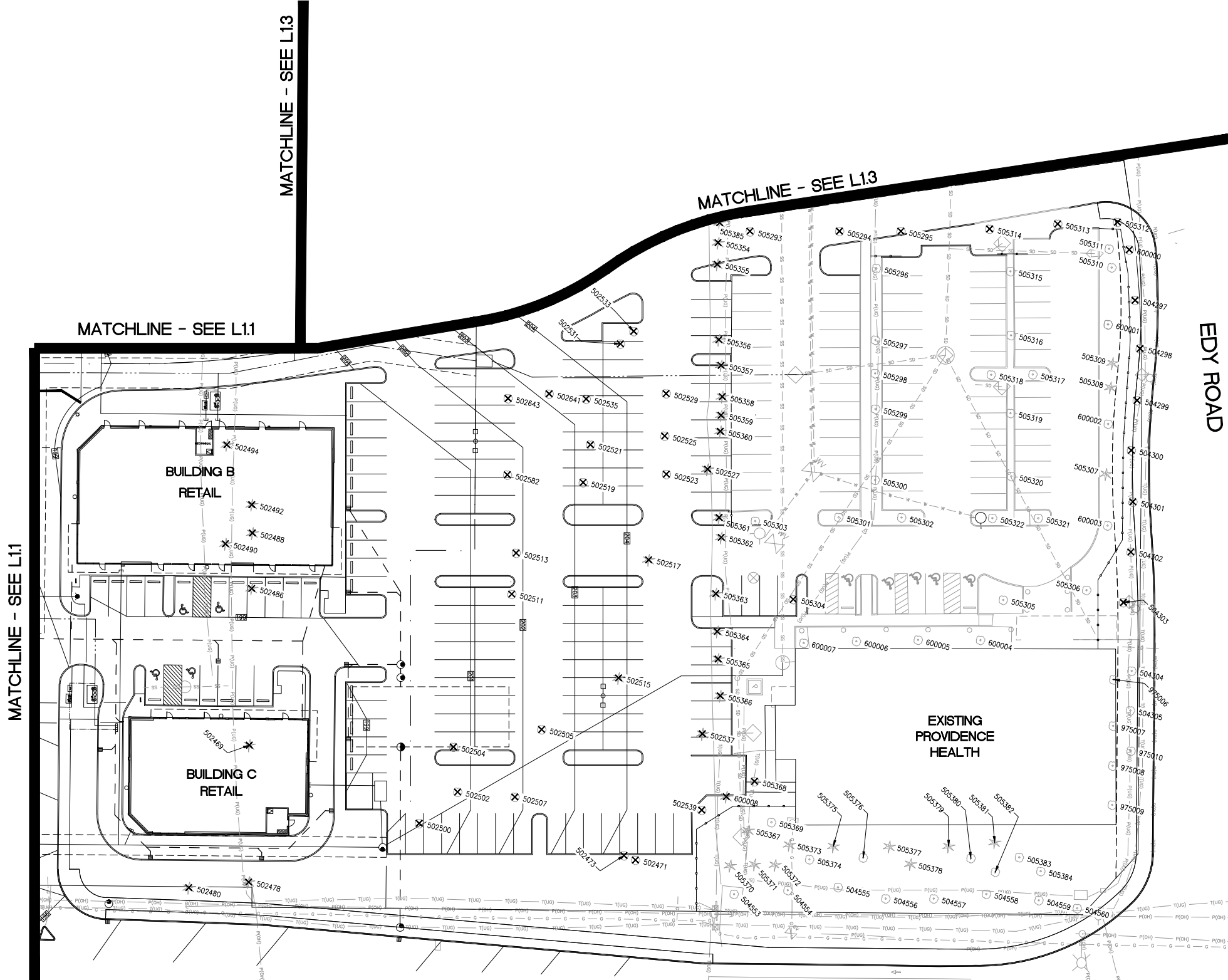
**These trees were previously planted to meet previous development canopy requirements, therefore the canopy area for these trees is calculated using single credit towards total mature canopy area.



David Steinke
ISA Certified Arborist #PN-8112A
ISA Qualified Tree Risk Assessor
Member, International Society of Arboriculture



DAVID J. STEINKE
CERTIFICATE NUMBER: PN-8112A
EXPIRATION DATE: 12/31/18



(HWY 99) SW PACIFIC HIGHWAY

EDY ROAD

LEGEND:

- PROPERTY LINE
- TREE PROTECTION FENCING (SEE ARBORIST REPORT FOR FENCING SPECIFICATIONS)
- EXISTING CONTOUR
- PROPOSED CONTOUR
- EXISTING OFF-SITE TREE (PROTECT DURING CONSTRUCTION)
- EXISTING TREE TO REMAIN (PROTECT DURING CONSTRUCTION)
- EXISTING TREE TO BE REMOVED

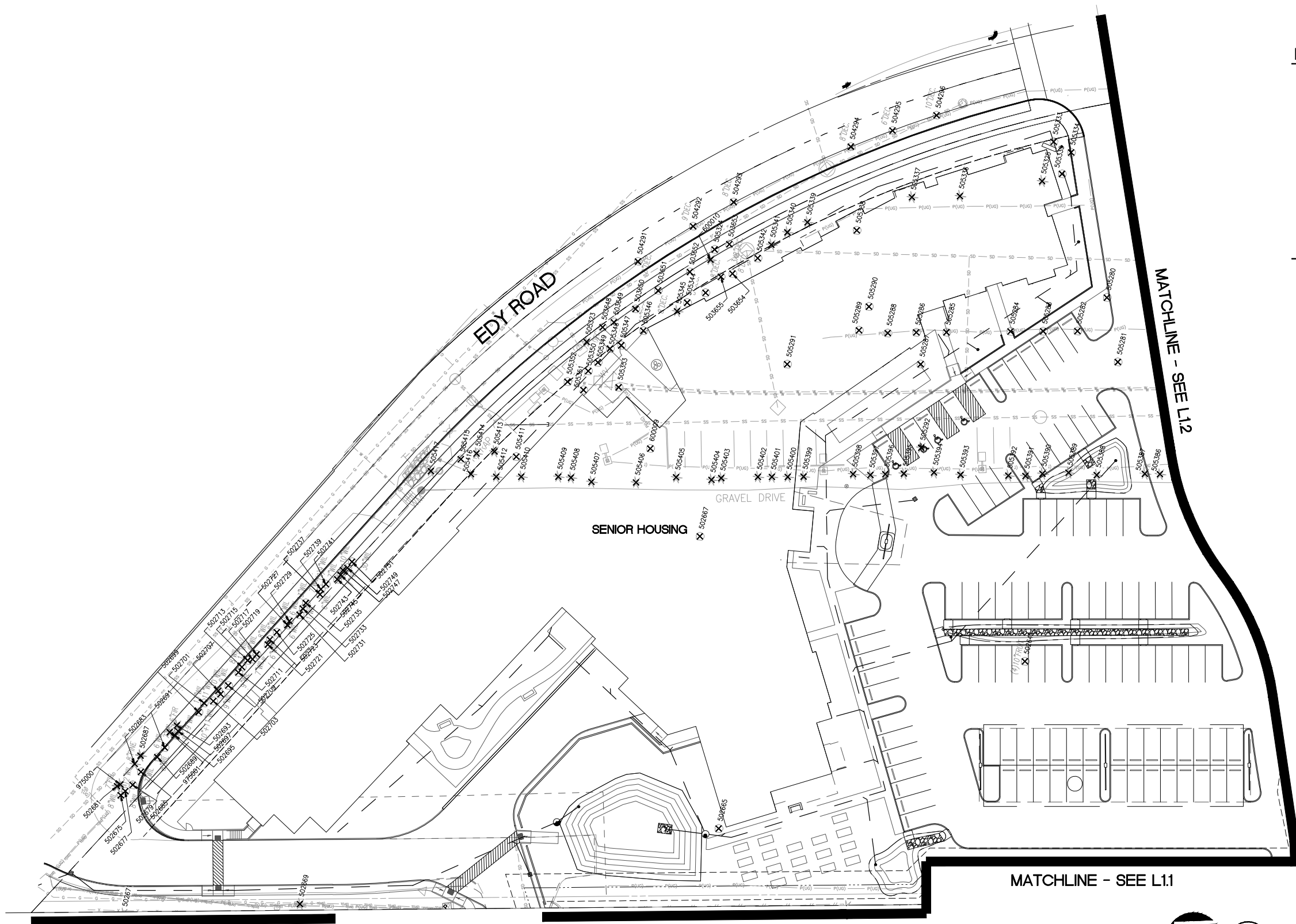
- NOTES:**
1. SEE ARBORIST REPORT FOR MORE INFORMATION.
 2. OWNER TO OBTAIN PERMISSION FROM, AND COORDINATE WITH ADJACENT PROPERTY OWNERS AS NECESSARY FOR REMOVAL OF ANY TREES ON THE PROPERTY LINE.
 3. REFER TO TREE SURVEY DATED DECEMBER 05, 2016 FROM (PROFESSIONAL LAND SURVEYOR) 425.656.7462 ATTN: BRIAN GILLOOLY

DISCLAIMER:
 THIS TREE PRESERVATION AND REMOVAL PLAN WAS PREPARED BY MACKENZIE AND REVIEWED BY DAVID STEINKE WITH AKS ENGINEERING AND FORESTRY.

1
L3.2 TREE PRESERVATION AND REMOVAL PLAN
 SCALE: 1" = 30'

 (IN FEET)
 1 inch = 30 ft.

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LEGEND:

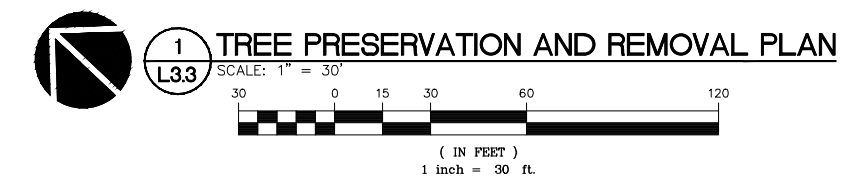
	PROPERTY LINE
	TREE PROTECTION FENCING (SEE ARBORIST REPORT FOR FENCING SPECIFICATIONS)
	EXISTING CONTOUR
	PROPOSED CONTOUR
	EXISTING OFF-SITE TREE (PROTECT DURING CONSTRUCTION)
	EXISTING TREE TO REMAIN (PROTECT DURING CONSTRUCTION)
	EXISTING TREE TO BE REMOVED

- NOTES:**
- SEE ARBORIST REPORT FOR MORE INFORMATION.
 - OWNER TO OBTAIN PERMISSION FROM, AND COORDINATE WITH ADJACENT PROPERTY OWNERS AS NECESSARY FOR REMOVAL OF ANY TREES ON THE PROPERTY LINE.
 - REFER TO TREE SURVEY DATED DECEMBER 05, 2016 FROM (PROFESSIONAL LAND SURVEYOR) 425.656.7462 ATTN: BRIAN GILLOOLY

DISCLAIMER:
THIS TREE PRESERVATION AND REMOVAL PLAN WAS PREPARED BY MACKENZIE AND REVIEWED BY DAVID STEINKE WITH AKS ENGINEERING AND FORESTRY.

MATCHLINE - SEE L12

MATCHLINE - SEE L1.1



PLANT SCHEDULE

TREES	CODE	BOTANICAL NAME / COMMON NAME	SIZE		QTY
	AG	ACER GRISEUM / PAPERBARK MAPLE	2" CAL. B&B		13
	AB	ACER RUBRUM 'BOWHALL' / BOWHALL MAPLE	2" CAL. B&B		15
	CD	CALOCEDRUS DECURRENS / INCENSE CEDAR	8'-10" HT. MIN. B&B		21
	CJ	CERCIDIPHYLLUM JAPONICUM / KATSURA TREE	2" CAL. B&B		10
	CC	CERCIS CANADENSIS / EASTERN REDBUD	2" CAL. B&B		18
	FM	FRAXINUS PENNSYLVANICA 'MARSHALL'S SEEDLESS' / MARSHALL'S SEEDLESS ASH	2" CAL. B&B		27
	LF	LIRIODENDRON TULIPIFERA 'FASTIGIATA' / TULIP TREE	2" CAL. B&B		8
	PK	PRUNUS SERRULATA 'KWANZAN' / FLOWERING CHERRY	2" CAL. B&B		21
	TP	THUJA PLICATA 'HOGAN' / HOGAN CEDAR	8'-10" HT. MIN. B&B		35
	TC	TILIA X EUCHLORA / CRIMEAN LINDEN	2" CAL. B&B		8
	ZG	ZELKOVA SERRATA 'GREEN VASE' / SAWLEAF ZELKOVA	2" CAL. B&B		33
SHRUBS	CODE	BOTANICAL NAME / COMMON NAME	SIZE	SPACING	QTY
	BG	BERBERIS THUNBERGII 'GORUZAM' / GOLDEN RUBY BARBERRY	3 GAL	36" o.c.	278
	BL	BERBERIS THUNBERGII 'LIME GLOW' / LIME GLOW BARBERRY	5 GAL	48" o.c.	137
	BR	BERBERIS THUNBERGII 'ROYAL CLOAK' / ROYAL CLOAK BARBERRY	5 GAL	48" o.c.	92
	CO	CALAMAGROSTIS X ACUTIFLORA 'OVERDAM' / OVERDAM FEATHER REED GRASS	1 GAL	30" o.c.	255
	CW	CISTUS X HYBRIDUS / WHITE ROCKROSE	5 GAL	54" o.c.	103
	CK	CORNUS SERICEA 'KELSEY' / KELSEY DOGWOOD	2 GAL	30" o.c.	146
	GS	GAULTHERIA SHALLON / SALAL	5 GAL	54" o.c.	112
	IS	ILEX GLABRA 'SHAMROCK' / INKBERRY	5 GAL	60" o.c.	84
	MA	MAHONIA AQUIFOLIUM / OREGON GRAPE	1 GAL., 6' HT. MIN.	54" o.c.	106
	NG	NANDINA DOMESTICA 'GULF STREAM' TM / HEAVENLY BAMBOO	5 GAL	36" o.c.	330
	POM	POLYSTICHUM MUNITUM / WESTERN SWORD FERN	2 GAL	48" o.c.	14
	PO	PRUNUS LAUROCERASUS 'OTTO LUYKEN' / LUYKENS LAUREL	5 GAL	36" o.c.	441
	SW	SPIRAEA JAPONICA 'WALBUMA' / MAGIC CARPET SPIREA	2 GAL	36" o.c.	121
	VD	VIBURNUM DAVIDII / DAVID VIBURNUM	5 GAL	42" o.c.	218

LANDSCAPE CALCULATIONS

LANDSCAPE AREAS
 EXISTING LANDSCAPE TO REMAIN: 19,684 SQFT.
 NEW LANDSCAPE TO BE INSTALLED: 50,571 SQFT.
 TOTAL LANDSCAPE AREA: 70,255 SQFT.

ESTIMATED NEW PLANT QUANTITIES
 TREES: 196
 SHRUBS: 2,434
 GROUND COVER: 6,259
 TURF: 9,946 SF. + 4,998 SF. AT PROVIDENCE (TO REMAIN) TOTAL: 14,944 SF.
 STORMWATER
 PLANTING AREA: 228 SHRUBS/4,552 PLUGS

TREE CANOPY CALCULATIONS

TREE SPECIES	QTY.	SIZE CLASSIFICATION	MATURE SPREAD	MATURE CANOPY AREA (SF)	TOTAL CANOPY COVERAGE (SF)
ACER RUBRUM 'BOWHALL'	15	SMALL	15'	176	2,640
CALOCEDRUS DECURRENS	21	SMALL	30'	706	14,826
CERCIDIPHYLLUM JAPONICUM	10	MEDIUM	40'	1256	12,560
CERCIS CANADENSIS	18	SMALL	30'	706	12,708
FRAXINUS PENNSYLVANICA 'MARSHALL'S SEEDLESS'	27	MEDIUM	40'	1256	33,912
LIRIODENDRON TULIPIFERA 'FASTIGIATA'	8	SMALL	15'	176	1,408
PRUNUS SERRULATA 'KWANZAN'	21	SMALL	20'	314	6,594
THUJA PLICATA 'HOGAN'	35	SMALL	15'	176	6,160
TILIA X EUCHLORA	8	SMALL	35'	962	7,696
ZELKOVA SERRATA 'GREEN VASE'	33	SMALL	30'	706	23,298
				TOTAL QUALIFYING TREES	196
				TOTAL CANOPY COVERAGE AREA	121,802
				SITE AREA	325,658
				% OF SITE	37.4%

SITE TREE PRESERVATION, REMOVAL AND MITIGATION		
	QTY.	
TOTAL EXISTING TREES	255	RETAIL, PROVIDENCE AND SENIOR HOUSING
EXISTING TREES TO BE REMOVED	193	RETAIL, PROVIDENCE AND SENIOR HOUSING
NEW TREES (PROPOSED)	196	RETAIL AND PROVIDENCE
NEW TREES (PROPOSED)	84	SENIOR HOUSING
TOTAL NEW TREES (PROPOSED)	280	RETAIL, PROVIDENCE AND SENIOR HOUSING

PLANT SCHEDULE - CONTINUED

SHRUB AREAS	CODE	BOTANICAL NAME / COMMON NAME	CONT	SPACING	QTY
	SP	STORMWATER PLANTING / SHRUBS AND GROUND COVER PER CWS STANDARDS	N/A		4,552 SF
GROUND COVERS	CODE	BOTANICAL NAME / COMMON NAME	CONT	SPACING	QTY
	AU	ARCTOSTAPHYLOS UVA-URSI / KINNICKINICK	1 GAL	18" o.c.	1,854
	FE	FESTUCA GLAUCA 'ELIJAH BLUE' / BLUE FESCUE	1 GAL	12" o.c.	3,461
	L2	LAWN	N/A		5,506 SF
	RC	RUBUS CALYCINOIDES / GREEN CARPET RASPBERRY	1 GAL	18" o.c.	944
		EXISTING LANDSCAPE TO REMAIN			

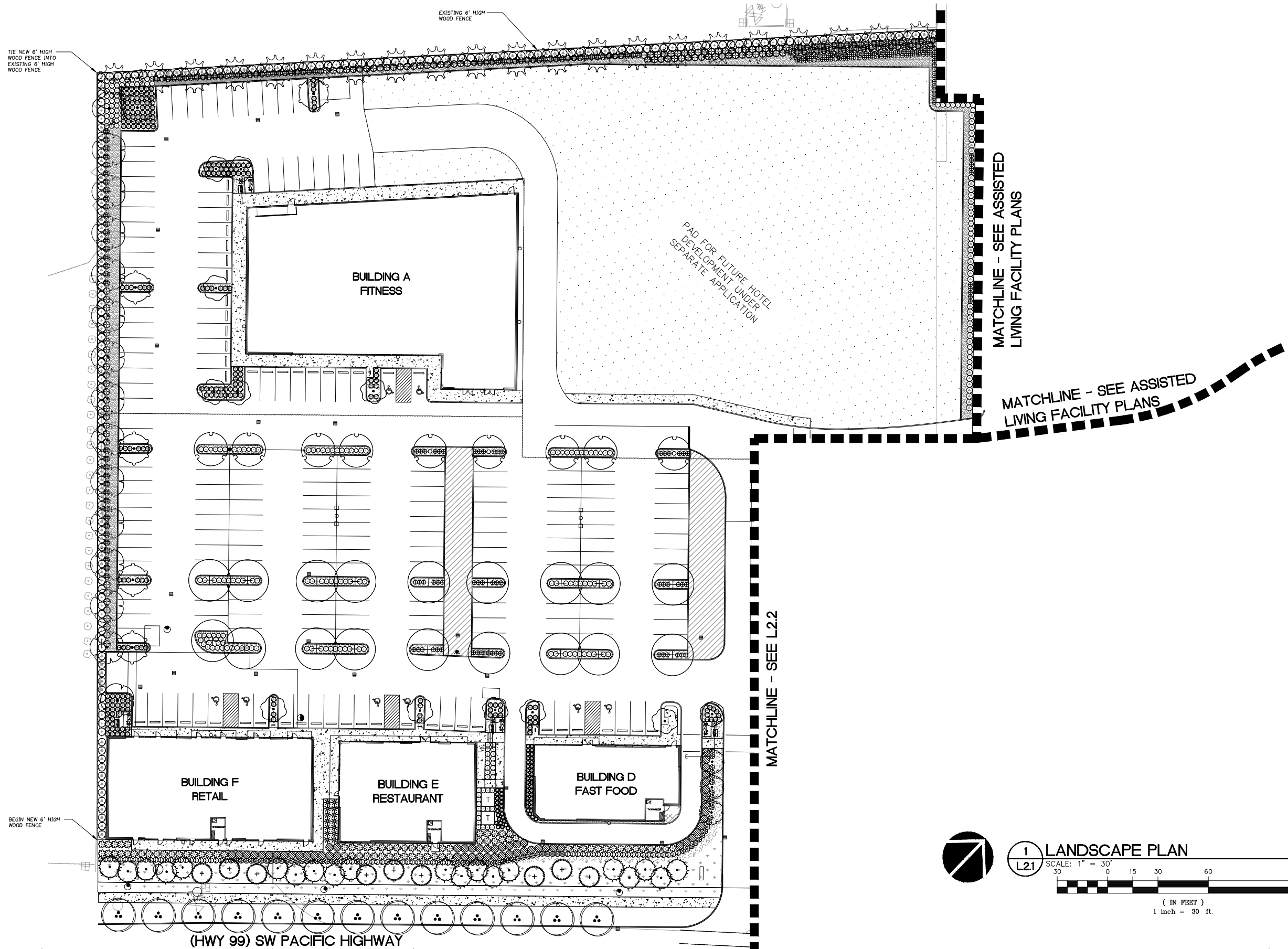
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Cedar Creek Plaza
 Deacon Development
 December 23, 2016

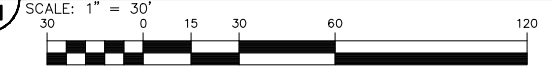
Landscape Plan
 Site Design Submittal

L2.0

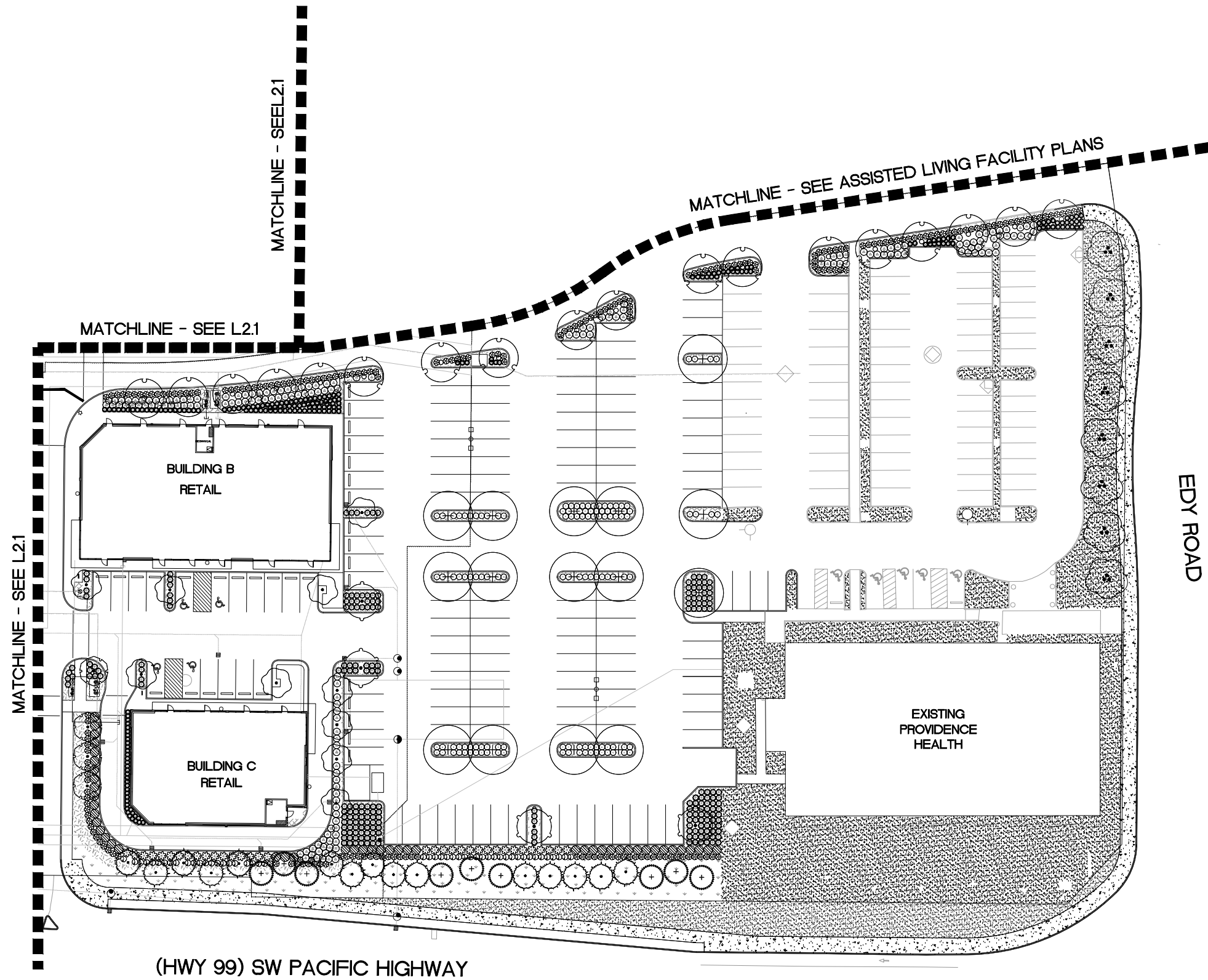


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L2.1

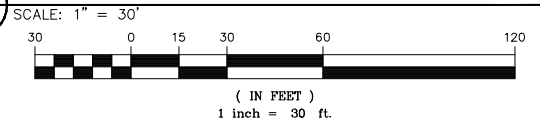
LANDSCAPE PLAN



(IN FEET)
1 inch = 30 ft.



1 LANDSCAPE PLAN
L2.2



SW EDY ROAD

SITE TREE CANOPY COVERAGE					
30% SITE CANOPY COVERAGE REQUIRED					
TREE SPECIES	QTY.	SIZE CLASSIFICATION	MATURE SPREAD	MATURE CANOPY AREA	CANOPY COVERAGE (SF)
ACER GRISEUM	5	SMALL	20'	314	1,570
CORNUS FL. 'CHEROKEE PRINCESS'	15	SMALL	20'	314	4,710
CHAMAECYPARIS OB. 'GRACILIS'	4	SMALL	10'	79	316
FAGUS SYLVATICA 'RIVERSII'	2	LARGE	40'	1,256	2,512
FRAXINUS PENN. 'MARSHALL'	18	LARGE	40'	1,256	22,608
FRAXINUS LATIFOLIA	14	MEDIUM	30'	707	9,898
PRUNUS YEDOENSIS 'AKEBONO'	6	MEDIUM	30'	707	4,242
PINUS SYLVESTRIS	7	MEDIUM	20'	314	2,198
RHAMNUS PURSHIANA	7	SMALL	20'	314	2,198
ACER PALMATUM 'BLOODGOOD'	2	SMALL	20'	314	628
ACER PALMATUM 'KATSURA'	3	SMALL	15'	177	531
EXISTING DOUGLAS FIR	1	LARGE	30'	707 (x 2)	1,414
TOTAL QUALIFYING TREES				84	
TOTAL CANOPY COVERAGE AREA				52,825 SF	
SITE AREA				175,810 SF	
% SITE COVERAGE				30%	

PLANT LIST: TREES

SYMBOL	QTY.	LATIN NAME/Common Name	SIZE
--------	------	------------------------	------

STREET TREE

	20	TILIA EUCHLORA Crimean Linden	2" cal.
--	----	----------------------------------	---------

PARKING LOT TREE

	18	FRAXINUS PENN. 'MARSHALL' Marshall Seedless Ash	3" cal.
--	----	--	---------

SITE TREE

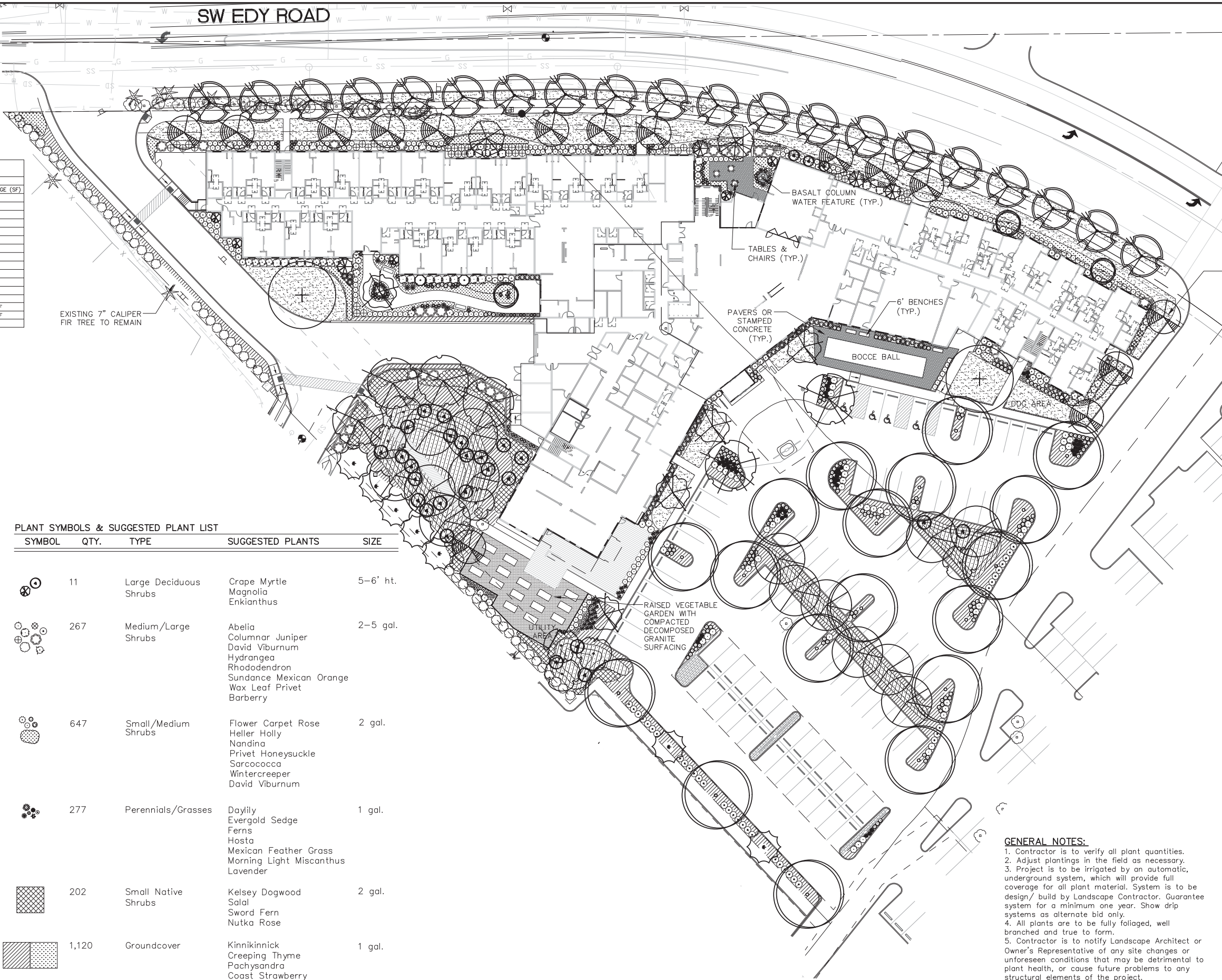
	5	ACER GRISEUM Paperbark Maple	2" cal.
	2	ACER PALMATUM 'BLOODGOOD' Bloodgood Japanese Maple	2" cal.
	3	ACER PALMATUM 'KATSURA' Katsura Japanese Maple	2" cal.
	6	PRUNUS YEDOENSIS 'AKEBONO' Akebono Flowering Cherry	3" cal.
	2	FAGUS SYLVATICA 'RIVERSII' Rivers Purple Beech	2" cal.
	15	CORNUS FL. 'CHEROKEE PRINCESS' Cherokee Princess Flowering Dogwood	2" cal.
	4	CHAMAECYPARIS OB. 'GRACILIS' Slender Hinoki Cypress	6' ht.
	7	PINUS SYLVESTRIS Scotch Pine	6' ht.

WATER QUALITY TREES

	22	ACER CIRCINATUM Vine Maple	6' ht.
	14	FRAXINUS LATIFOLIA Oregon Ash	6' ht.
	7	RHAMNUS PURSHIANA Cascara	6' ht.

PLANT SYMBOLS & SUGGESTED PLANT LIST

SYMBOL	QTY.	TYPE	SUGGESTED PLANTS	SIZE
	11	Large Deciduous Shrubs	Crape Myrtle Magnolia Enkianthus	5-6' ht.
	267	Medium/Large Shrubs	Abelia Columnar Juniper David Viburnum Hydrangea Rhododendron Sundance Mexican Orange Wax Leaf Privet Barberry	2-5 gal.
	647	Small/Medium Shrubs	Flower Carpet Rose Heller Holly Nandina Privet Honeysuckle Sarcococca Wintercreeper David Viburnum	2 gal.
	277	Perennials/Grasses	Daylily Evergold Sedge Ferns Hosta Mexican Feather Grass Morning Light Miscanthus Lavender	1 gal.
	202	Small Native Shrubs	Kelsey Dogwood Salal Sword Fern Nutmeg Rose	2 gal.
	1,120	Groundcover	Kinnikinnick Creeping Thyme Pachysandra Coast Strawberry	1 gal.
	14,452 SF	Fine Lawn		Seed
	210 12,174	Stormwater Facility Planting per CWS	Native Shrubs Wetland Plants	1 gal. Plugs



LANDSCAPE PLAN

SCALE 1" = 30'-0"

GENERAL NOTES:
 1. Contractor is to verify all plant quantities.
 2. Adjust plantings in the field as necessary.
 3. Project is to be irrigated by an automatic, underground system, which will provide full coverage for all plant material. System is to be design/ build by Landscape Contractor. Guarantee system for a minimum one year. Show drip systems as alternate bid only.
 4. All plants are to be fully foliated, well branched and true to form.
 5. Contractor is to notify Landscape Architect or Owner's Representative of any site changes or unforeseen conditions that may be detrimental to plant health, or cause future problems to any structural elements of the project.

REGISTERED LANDSCAPE ARCHITECT JANET L. OTTEN OREGON EXP. 12/31/16	NO.	DATE	REVISIONS
OTTEN LANDSCAPE ARCHITECTS Inc. OIO 3933 SW Kelly Avenue • Suite B • Portland, Oregon 97239-4393 Phone (503) 972-0311 • Fax (503) 972-0314 • www.ottenla.com	SHERWOOD ALF SHERWOOD, OREGON LANDSCAPE PLAN		
DATE	12-20-16	SCALE	
NOTED			
DRAWN	EH	CHECKED	JLO
SHEET NO.	L1.0 1 OF 2		

SENSITIVE AREA PRE-SCREENING SITE ASSESSMENT

Clean Water Services File Number 21-000710

1. Jurisdiction: Sherwood

2. Property Information (example: 1S234AB01400)
 Tax lot ID(s): _____
2S130DA02200

OR Site Address: 16864 SW Edy Road
 City, State, Zip: Sherwood, Oregon, 97140
 Nearest cross street: Highway 99

3. Owner Information
 Name: Ryan Schera
 Company: DD Sherwood Two, LLC
 Address: 901 NE Glisan Street, Suite 100,
 City, State, Zip: Portland, Oregon, 97232
 Phone/fax: 5036801176
 Email: ryan.schera@deacon.com

4. Applicant Information
 Name: Ryan Schera
 Company: Deacon Development, LLC
 Address: 901 NE Glisan Street, Suite 100,
 City, State, Zip: Portland, Oregon, 97232
 Phone/fax: 5036801176
 Email: ryan.schera@deacon.com

4. Development Activity (check **all** that apply)
 Addition to single family residence (rooms, deck, garage)
 Lot line adjustment Minor land partition
 Residential condominium Commercial condominium
 Residential subdivision Commercial subdivision
 Single lot commercial Multi lot commercial
 Other Multi-family apartment building.

6. Will the project involve any off-site work? Yes No Unknown
 Location and description of off-site work: _____

7. Additional comments or information that may be needed to understand your project: _____
The project is a Multi-family apartment building with associated parking.

This application does NOT replace Grading and Erosion Control Permits, Connection Permits, Building Permits, Site Development Permits, DEQ 1200-C Permit or other permits as issued by the Department of Environmental Quality, Department of State Lands and/or Department of the Army COE. All required permits and approvals must be obtained and completed under applicable local, state, and federal law.

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.

Print/type name Ryan Schera Print/type title Development Manager
 Signature ONLINE SUBMITTAL Date 2/25/2021

FOR DISTRICT USE ONLY

Sensitive areas potentially exist on site or within 200' of the site. **THE APPLICANT MUST PERFORM A SITE ASSESSMENT PRIOR TO ISSUANCE OF A SERVICE PROVIDER LETTER.** If Sensitive Areas exist on the site or within 200 feet on adjacent properties, a Natural Resources Assessment Report may also be required.

Based on review of the submitted materials and best available information sensitive areas do not appear to exist on site or within 200' of the site. This Sensitive Area Pre-Screening Site Assessment does NOT eliminate the need to evaluate and protect water quality sensitive areas if they are subsequently discovered. This document will serve as your Service Provider Letter as required by Resolution and Order 19-5, Section 3.02.1, as amended by Resolution and Order 19-22. All required permits and approvals must be obtained and completed under applicable local, State and federal law.

Based on review of the submitted materials and best available information the above referenced project will not significantly impact the existing or potentially sensitive area(s) found near the site. This Sensitive Area Pre-Screening Site Assessment does NOT eliminate the need to evaluate and protect additional water quality sensitive areas if they are subsequently discovered. This document will serve as your Service Provider Letter as required by Resolution and Order 19-5, Section 3.02.1, as amended by Resolution and Order 19-22. All required permits and approvals must be obtained and completed under applicable local, state and federal law.

THIS SERVICE PROVIDER LETTER IS NOT VALID UNLESS CWS APPROVED SITE PLAN(S) ARE ATTACHED.
 The proposed activity does not meet the definition of development or **the lot was platted after 9/9/95 ORS 92.040(2). NO SITE ASSESSMENT OR SERVICE PROVIDER LETTER IS REQUIRED.** SEE CEDAR CREEK PLAZA PLAT

Reviewed by *Chuck Buckhannon* Date 3/22/21

Once complete, email to: SPLReview@cleanwaterservices.org • Fax: (503) 681-4439
 OR mail to: SPL Review, Clean Water Services, 2550 SW Hillsboro Highway, Hillsboro, Oregon 97123

Design Review Storm Water Report

For Cedar Creek Plaza MultiFamily

Sherwood, Oregon

Date: April 26, 2021

Rev. 1: June 18, 2021

Prepared for:

Deacon Development,
LLC

Prepared by:

Humber Design Group, Inc.
110 SE Main Street, Suite 200
Portland, OR 97214
(503) 946-6690
(503) 946-6632

Report By: Andrew Xu

Supervised By: William Brannan

Engineer's Certification

The technical information and data contained in this report were prepared under the direction and supervision of the undersigned, whose seal, as a professional engineer licensed as such, is affixed below.

City File No:

Humber Design Group, Inc. No: DDL001



**Humber
Design
Group,
Inc.**

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Project Overview

Purpose of Report

This purpose of this report is to analyze the impact the proposed development will have on the existing downstream stormwater conveyance system, and document the criteria used to design the proposed stormwater facility. Source information used to define the different features of the site is also provided.

Project Description and Location

The Cedar Creek Plaza Multifamily project is located in the Sherwood, Oregon. The project is located in tax map 2S-1-30DA and tax lots 900. The subject lot is identified as Lot 2 of Cedar Creek Plaza. The existing site area is approximately 1.73 acres. The impacted area for the proposed development will total approximately 1.73 acres.

1.46 acres of the development area will be considered impervious surface with 0.25 acres of grass covered area. This evaluation will demonstrate that the proposed storm systems will adequately treat any on-site runoff, and infiltrate/convey the runoff per the code requirements for water conveyance outlined in the Clean Water Services LIDA Handbook.

Existing Conditions

The current site consists of an impervious gravel parking lot and landscaping.

Developed Conditions

The proposed project will include a three-story multifamily building located in the Retail Commercial (RC) zone. The new building will have approximately 80 residential units with a total floor area of 70,000 SF. The building and a portion of the required parking lot will be located on Lot 2 while vehicle access and the remaining parking will be shared with the surrounding commercial center.

Offsite

N/A

Soil Type

According to the geotechnical report prepared by GeoDesign on October 24, 2016, the site consists of variable layers of silt, clay, silty sand to sandy silt, and sand. Undocumented fill associated with prior grading activities was encountered at depths of approximately 1.5 to 3 feet BGS. The fill material is comprised of stiff to very stiff silt and clay with variable gravel.

Downstream Conveyance

Stormwater leaving the site is conveyed to the south side of the subject property. An existing 12-inch diameter storm sewer lateral will be utilized to serve the project.

Regulatory Design Criteria

Stormwater Quantity Management-Design Criteria

All Developments on sites one-half acre or greater in area shall be required to provide on-site

infiltration or detention per CWS Design Standards. Storms to be evaluated shall include the 2, 10, 25-year events. Allowable post development discharge rate for the 2, 10, 25-year events shall match the pre-development discharge rate per CWS. No flow control orifice for the 25-year event shall be smaller than one half inches.

The design of the stormwater quantity facilities used the following criteria to analyze the performance of the system:

<u>Storm Event</u>	<u>Rainfall Depth (in)</u>
2-yr	2.50
5-yr	3.10
10-yr	3.45
25-yr	3.90

- A Tc of 5 minutes was used in calculations involving the post-developed site conditions.
- The Santa Barbara Urban Hydrograph (SBUH) method was used to estimate the stormwater runoff for the site. See HydroCAD Calculations in Appendix E.
- All impervious, and pervious areas uses runoff curve numbers (CN) of 98, and 75 respectively.

Stormwater Quality Management-Design Criteria

CWS Requirements

Stormwater quality approaches shall be designed to remove 65 percent of the total phosphorous from the runoff from the impervious area that is tributary to the facility. See proposed stormwater quality design.

Assessment of the site is based on CWS section 4.03.4 and is used to determine the Reach-Specific Risk Level, Development Class, and Project Size Category for the project. The three parameters are used to determine the Hydromodification Approach requirements for this project. See below for table of results based on assessment.

Risk Level	Development Class	Project Size Category	Project Category
Moderate	Developed Area	Medium: 1.73 ac	Category 2

Potential Site Pollutants

The Department of Environmental Quality (DEQ) recognizes sediments, metals, various petroleum products, nutrients, pesticides, herbicides, and fungicides as common pollutants found in residential developments.

Maintenance Plan

All stormwater facilities on-site will be the responsibility of the property owner to maintain. The property owner will also agree to any maintenance standards set forth by the City of Sherwood/ Clean Water Services. Refer to Appendix B for maintenance requirements.

Design Methodology

To meet the CWS requirements for water quality, Oldcastle cartridge systems will be installed to treat the impervious surface runoff from the site. Water Quantity requirements will be met by the onsite detention system to infiltrate/convey any overflow to the south into the existing 12-inch storm line. The project will meet Hydromodification with a combination of infiltration and peak flow matching per section 4.08.6 of CWS.

Stormwater Conveyance – Design Criteria

CWS Requirements

Stormwater drainage facilities shall be designed and constructed to accommodate all future full build-out flows generated from upstream property. Conveyance systems shall maintain 1' of freeboard between the hydraulic grade line and top of structure/finished grade for the 25-year event.

Calculation Methodology

HydroCAD version 10.00 was used to calculate all stormwater runoff quantities. The Santa Barbara Urban Hydrograph was used in conjunction with the SCS Type 1A 24- hour storm region.

Proposed Stormwater Conduit Sizing and Inlet Placement

All stormwater line sizes will be calculated using Manning's equation for a SBUH 25- year storm event.

Proposed Stormwater Quantity Control Facility Design

All building runoff will convey into the ADS 740 stormchamber system with minimal infiltration. The post-developed outflow rates for the 2-year, 5-year, 10-year, and 25-year storm events are equal to or less than the pre-developed conditions per CWS requirements. The 2-year storm will equal to or be less than ½ the predeveloped 2-year storm. Refer to Appendix D for water quantity calculations.

	2-year	5-year	10-year	25-year
Pre-developed	0.146 cfs	0.294 cfs	0.391 cfs	0.526 cfs
Post Developed Release Rate (Total Site)	0.034 cfs	0.137 cfs	0.185 cfs	.0304 cfs

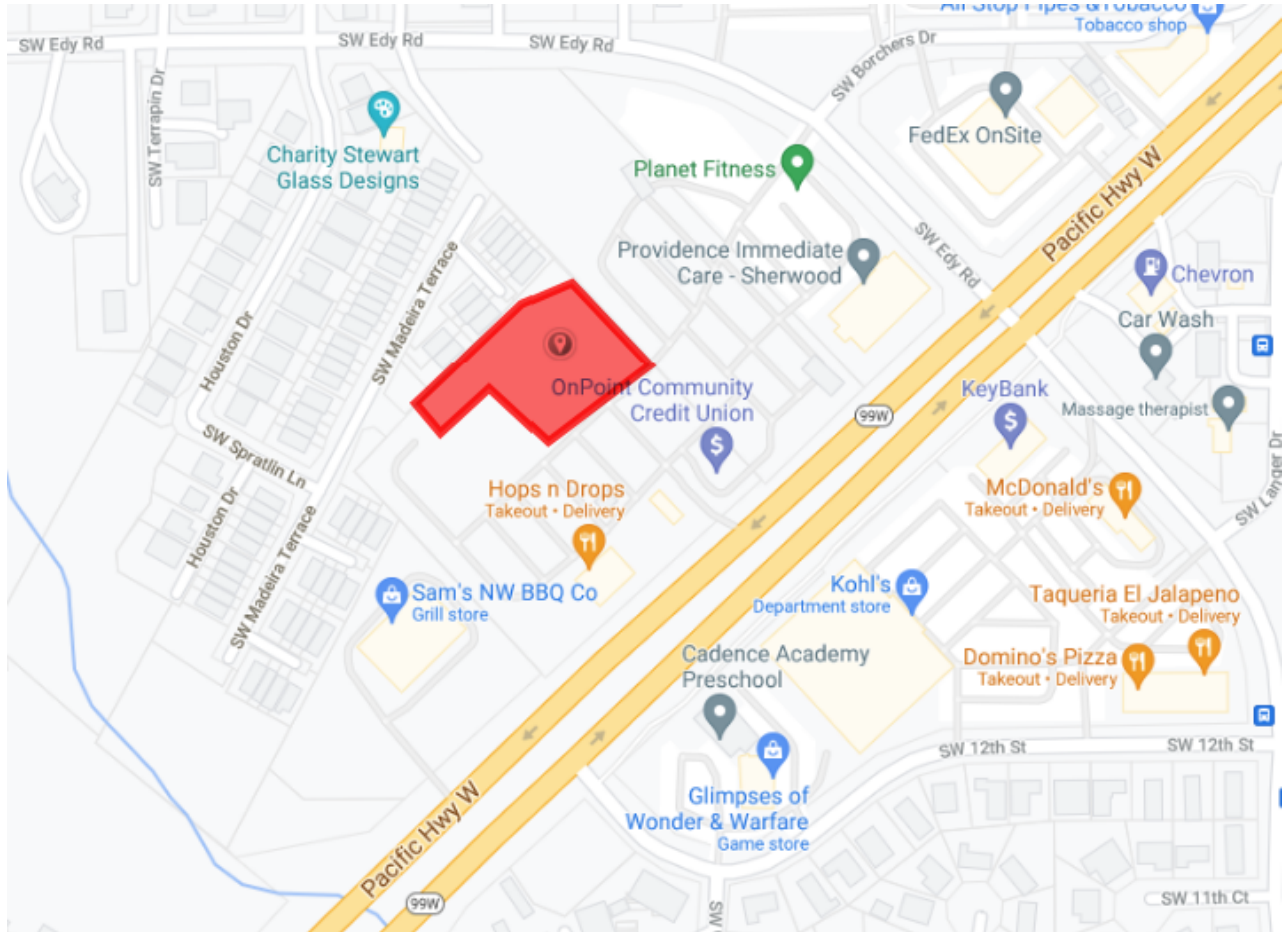
Proposed Stormwater Quality Design

The proposed water quality facilities will meet the City of Sherwood/CWS. The stormwater quality is designed for a dry weather storm event totaling 0.36 inches of precipitation falling in 4 hours with an average storm return period of 96 hours. A 2 cartridge catch basin and a 6 cartridge vault will be utilized for this project. A total of (8) 18" cartridges will be required to treat the CWS stormwater quality event split between the two WQ structures. Water quality cartridge quantities were calculated using the individual cartridge flow rate for 18-inch configuration. The cartridges will be designed with a flow rate of 10.2 gpm at 1.5 gpm/ft². See WQ Calculations per appendix E.

Appendix A

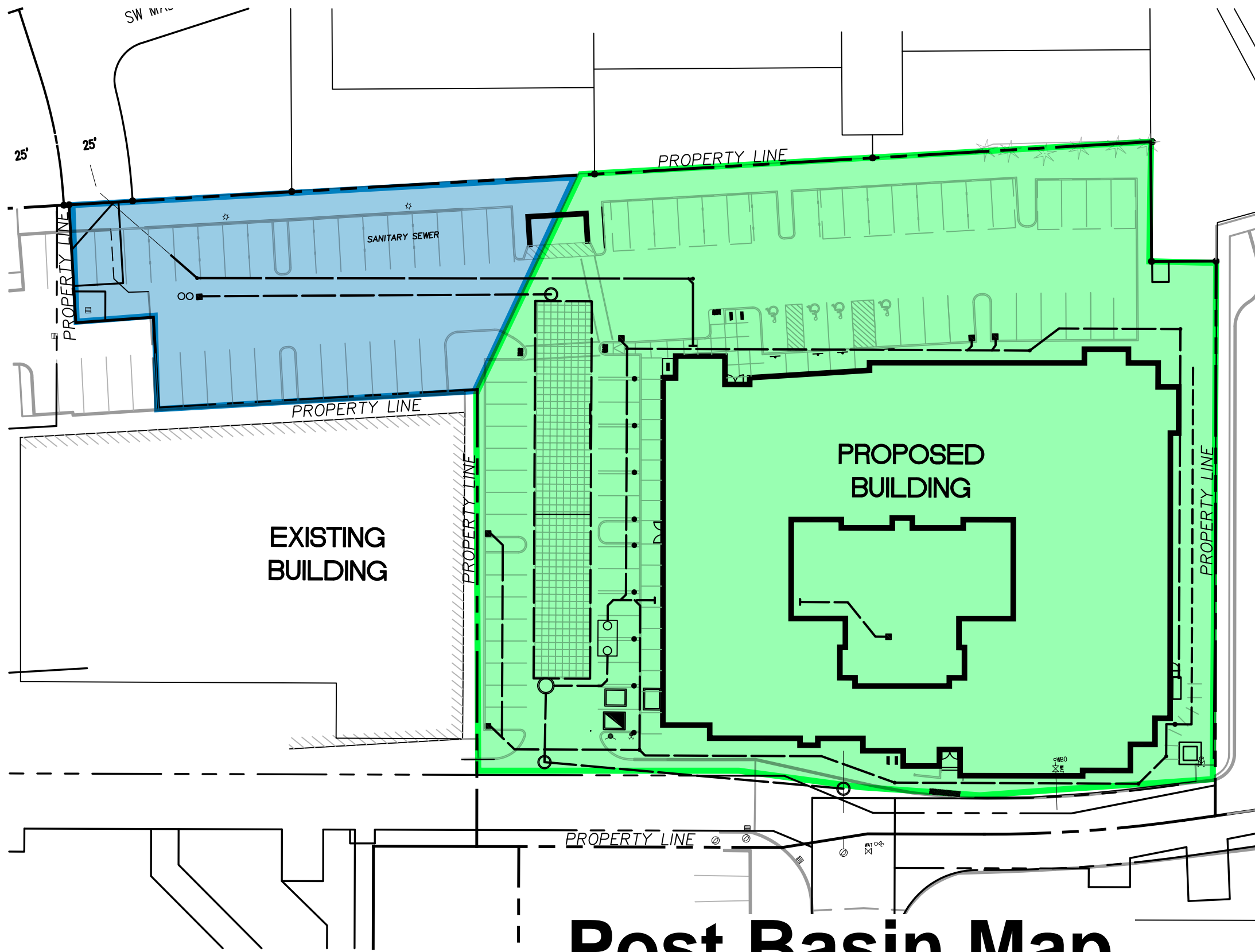
Vicinity Map



Vicinity Map

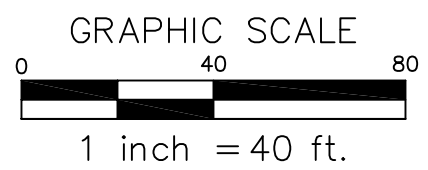
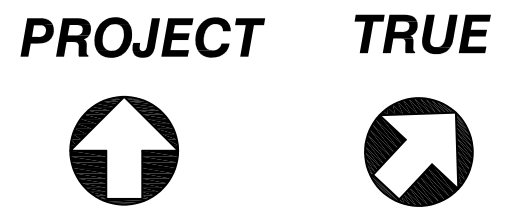


Appendix B

Postdeveloped Basin Map



	Area	Treatment
	Basin 1 56,232 sf	6 cart. WQ Vault
	Basin 2 14,516 sf	2 cart. WQCB



Post Basin Map Cedar Creek

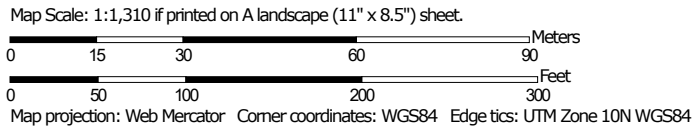
Appendix C

Soils Information

Hydrologic Soil Group—Washington County, Oregon



Soil Map may not be valid at this scale.



MAP LEGEND

Area of Interest (AOI)









 Area of Interest (AOI)

Soils

Soil Rating Polygons

 A
 A/D
 B
 B/D
 C
 C/D
 D
 Not rated or not available

Soil Rating Lines

 A
 A/D
 B
 B/D
 C
 C/D
 D
 Not rated or not available

Soil Rating Points

 A
 A/D
 B
 B/D

 C
 C/D
 D
 Not rated or not available

Water Features

 Streams and Canals

Transportation

 Rails
 Interstate Highways
 US Routes
 Major Roads
 Local Roads

Background

 Aerial Photography

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:20,000.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service
 Web Soil Survey URL:
 Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Washington County, Oregon
 Survey Area Data: Version 18, Jun 11, 2020

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Sep 19, 2018—Oct 20, 2018

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

Hydrologic Soil Group

Map unit symbol	Map unit name	Rating	Acres in AOI	Percent of AOI
21A	Hillsboro loam, 0 to 3 percent slopes	B	7.1	100.0%
Totals for Area of Interest			7.1	100.0%

Description

Hydrologic soil groups are based on estimates of runoff potential. Soils are assigned to one of four groups according to the rate of water infiltration when the soils are not protected by vegetation, are thoroughly wet, and receive precipitation from long-duration storms.

The soils in the United States are assigned to four groups (A, B, C, and D) and three dual classes (A/D, B/D, and C/D). The groups are defined as follows:

Group A. Soils having a high infiltration rate (low runoff potential) when thoroughly wet. These consist mainly of deep, well drained to excessively drained sands or gravelly sands. These soils have a high rate of water transmission.

Group B. Soils having a moderate infiltration rate when thoroughly wet. These consist chiefly of moderately deep or deep, moderately well drained or well drained soils that have moderately fine texture to moderately coarse texture. These soils have a moderate rate of water transmission.

Group C. Soils having a slow infiltration rate when thoroughly wet. These consist chiefly of soils having a layer that impedes the downward movement of water or soils of moderately fine texture or fine texture. These soils have a slow rate of water transmission.

Group D. Soils having a very slow infiltration rate (high runoff potential) when thoroughly wet. These consist chiefly of clays that have a high shrink-swell potential, soils that have a high water table, soils that have a claypan or clay layer at or near the surface, and soils that are shallow over nearly impervious material. These soils have a very slow rate of water transmission.

If a soil is assigned to a dual hydrologic group (A/D, B/D, or C/D), the first letter is for drained areas and the second is for undrained areas. Only the soils that in their natural condition are in group D are assigned to dual classes.

Rating Options

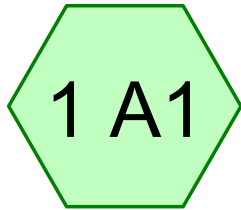
Aggregation Method: Dominant Condition

Component Percent Cutoff: None Specified

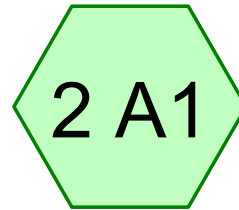
Tie-break Rule: Higher

Appendix D

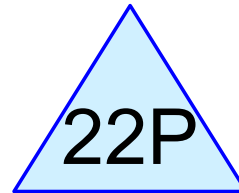
Water Quantity Calculations



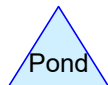
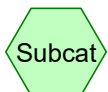
Predeveloped
Schematic



Post Developed
Schematic



740 chambers



2021-03-17 Preliminary Storm-

Prepared by Hewlett-Packard Company

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Page 2

Area Listing (selected nodes)

Area (sq-ft)	CN	Description (subcatchment-numbers)
55,179	75	50-75% Grass cover, Fair, HSG B (1 A1)
11,276	69	50-75% Grass cover, Fair, HSG B (2 A1)
20,000	75	Modified Impervious gravel parking (1 A1)
63,902	98	Paved parking, HSG C (2 A1)

Summary for Subcatchment 1 A1: Predeveloped Schematic

Runoff = 0.146 cfs @ 8.05 hrs, Volume= 4,076 cf, Depth= 0.65"

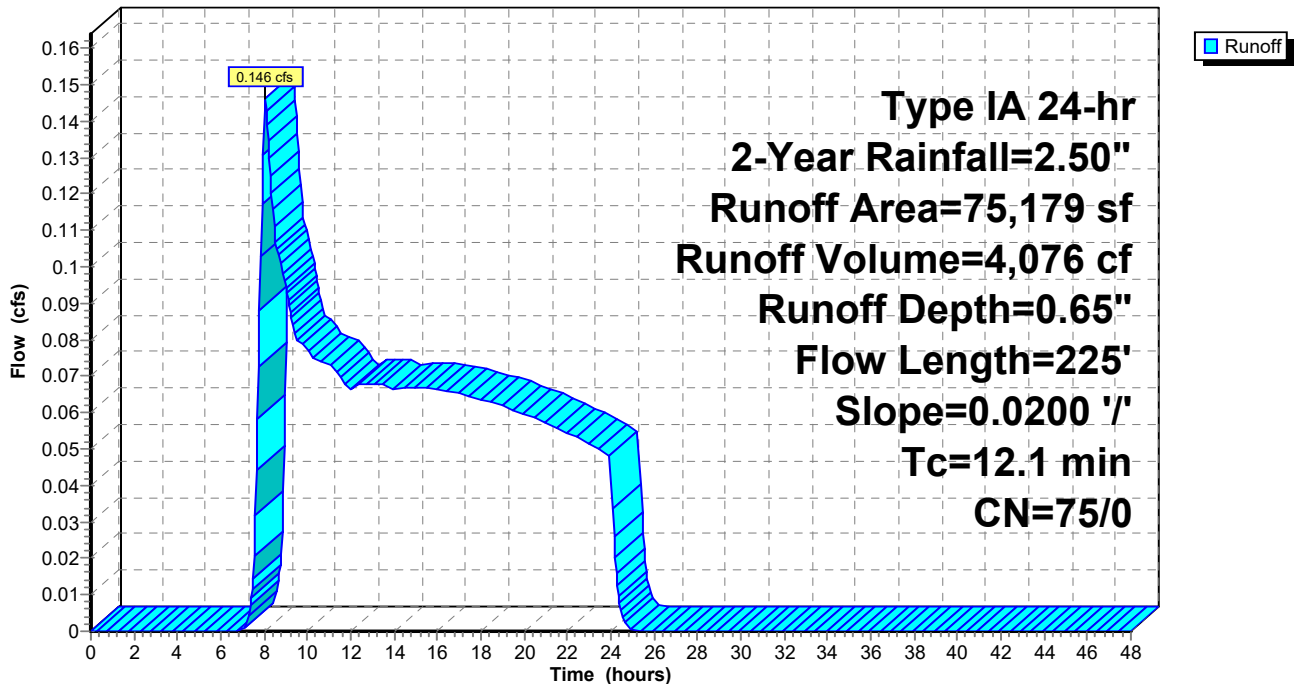
Runoff by SBUH method, Split Pervious/Imperv., Time Span= 0.00-48.00 hrs, dt= 0.05 hrs
 Type IA 24-hr 2-Year Rainfall=2.50"

	Area (sf)	CN	Description
*	55,179	75	50-75% Grass cover, Fair, HSG B
*	20,000	75	Modified Impervious gravel parking
	75,179	75	Weighted Average
	75,179	75	100.00% Pervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
11.1	100	0.0200	0.15		Sheet Flow, Grass: Short n= 0.150 P2= 2.50"
1.0	125	0.0200	2.12		Shallow Concentrated Flow, Grassed Waterway Kv= 15.0 fps
12.1	225	Total			

Subcatchment 1 A1: Predeveloped Schematic

Hydrograph



Summary for Subcatchment 2 A1: Post Developed Schematic

Runoff = 0.849 cfs @ 7.91 hrs, Volume= 12,488 cf, Depth= 1.99"

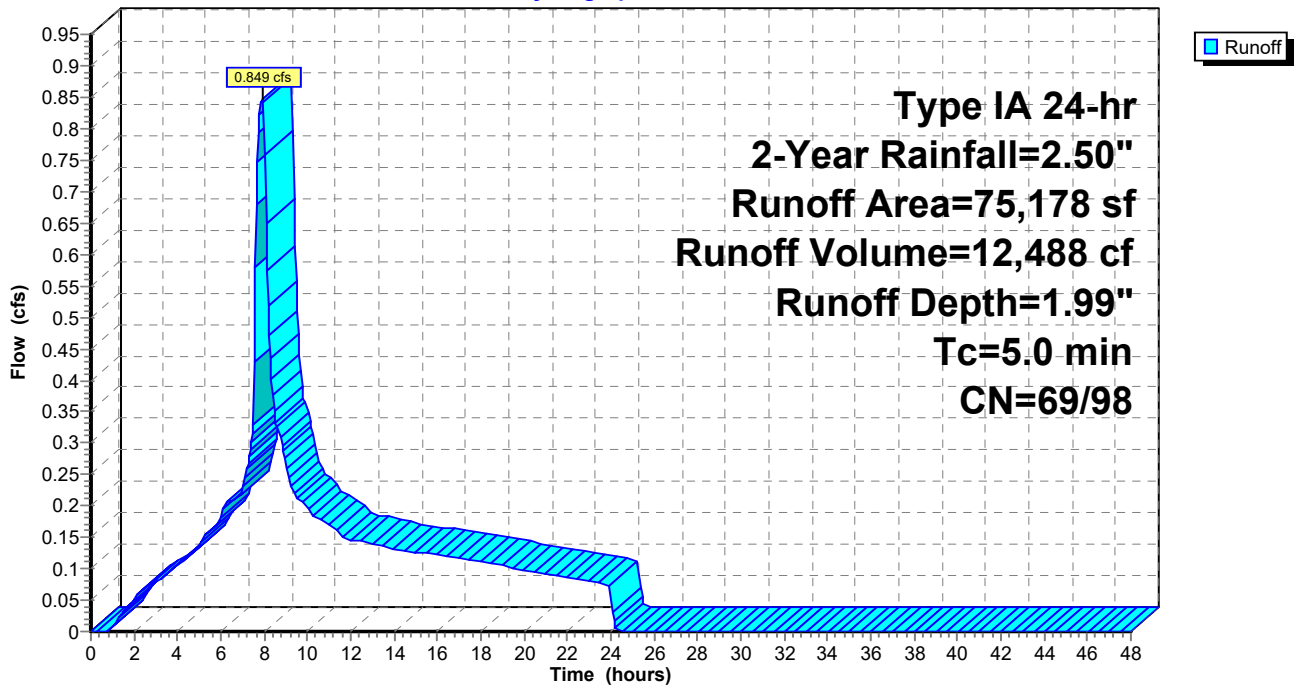
Runoff by SBUH method, Split Pervious/Imperv., Time Span= 0.00-48.00 hrs, dt= 0.05 hrs
 Type IA 24-hr 2-Year Rainfall=2.50"

Area (sf)	CN	Description
63,902	98	Paved parking, HSG C
11,276	69	50-75% Grass cover, Fair, HSG B
75,178	94	Weighted Average
11,276	69	15.00% Pervious Area
63,902	98	85.00% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
5.0					Direct Entry,

Subcatchment 2 A1: Post Developed Schematic

Hydrograph



Summary for Pond 22P: 740 chambers

Inflow Area = 75,178 sf, 85.00% Impervious, Inflow Depth = 1.99" for 2-Year event
 Inflow = 0.849 cfs @ 7.91 hrs, Volume= 12,488 cf
 Outflow = 0.058 cfs @ 24.04 hrs, Volume= 8,142 cf, Atten= 93%, Lag= 968.2 min
 Discarded = 0.024 cfs @ 2.00 hrs, Volume= 4,060 cf
 Primary = 0.034 cfs @ 24.04 hrs, Volume= 4,082 cf

Routing by Stor-Ind method, Time Span= 0.00-48.00 hrs, dt= 0.05 hrs / 2
 Peak Elev= 103.27' @ 24.04 hrs Surf.Area= 4,197 sf Storage= 8,671 cf

Plug-Flow detention time= 1,057.2 min calculated for 8,142 cf (65% of inflow)
 Center-of-Mass det. time= 847.8 min (1,530.4 - 682.6)

Volume	Invert	Avail.Storage	Storage Description
#1A	100.00'	3,756 cf	25.25'W x 166.20'L x 3.50'H Field A 14,688 cf Overall - 5,297 cf Embedded = 9,391 cf x 40.0% Voids
#2A	100.50'	5,297 cf	ADS_StormTech SC-740 x 115 Inside #1 Effective Size= 44.6"W x 30.0"H => 6.45 sf x 7.12'L = 45.9 cf Overall Size= 51.0"W x 30.0"H x 7.56'L with 0.44' Overlap Row Length Adjustment= +0.44' x 6.45 sf x 5 rows
		9,054 cf	Total Available Storage

Storage Group A created with Chamber Wizard

Device	Routing	Invert	Outlet Devices
#1	Discarded	100.00'	0.250 in/hr Exfiltration over Surface area
#2	Primary	100.00'	0.8" Horiz. Orifice/Grate C= 0.620 Limited to weir flow at low heads
#3	Primary	103.25'	5.0" Vert. Orifice/Grate C= 0.620
#4	Primary	103.40'	8.0" Vert. Orifice/Grate C= 0.620

Discarded OutFlow Max=0.024 cfs @ 2.00 hrs HW=100.04' (Free Discharge)
 ↑1=Exfiltration (Exfiltration Controls 0.024 cfs)

Primary OutFlow Max=0.033 cfs @ 24.04 hrs HW=103.27' (Free Discharge)
 ↑2=Orifice/Grate (Orifice Controls 0.031 cfs @ 9.00 fps)
 ↑3=Orifice/Grate (Orifice Controls 0.001 cfs @ 0.52 fps)
 ↑4=Orifice/Grate (Controls 0.000 cfs)

Pond 22P: 740 chambers - Chamber Wizard Field A

Chamber Model = ADS_StormTechSC-740 (ADS StormTech®SC-740)

Effective Size= 44.6"W x 30.0"H => 6.45 sf x 7.12'L = 45.9 cf
Overall Size= 51.0"W x 30.0"H x 7.56'L with 0.44' Overlap
Row Length Adjustment= +0.44' x 6.45 sf x 5 rows

51.0" Wide + 6.0" Spacing = 57.0" C-C Row Spacing

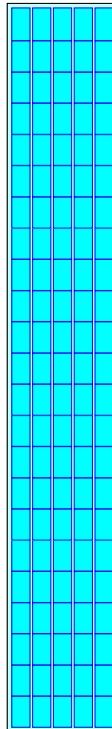
23 Chambers/Row x 7.12' Long +0.44' Row Adjustment = 164.20' Row Length +12.0" End Stone x 2 =
166.20' Base Length
5 Rows x 51.0" Wide + 6.0" Spacing x 4 + 12.0" Side Stone x 2 = 25.25' Base Width
6.0" Base + 30.0" Chamber Height + 6.0" Cover = 3.50' Field Height

115 Chambers x 45.9 cf +0.44' Row Adjustment x 6.45 sf x 5 Rows = 5,297.3 cf Chamber Storage

14,687.9 cf Field - 5,297.3 cf Chambers = 9,390.6 cf Stone x 40.0% Voids = 3,756.3 cf Stone Storage

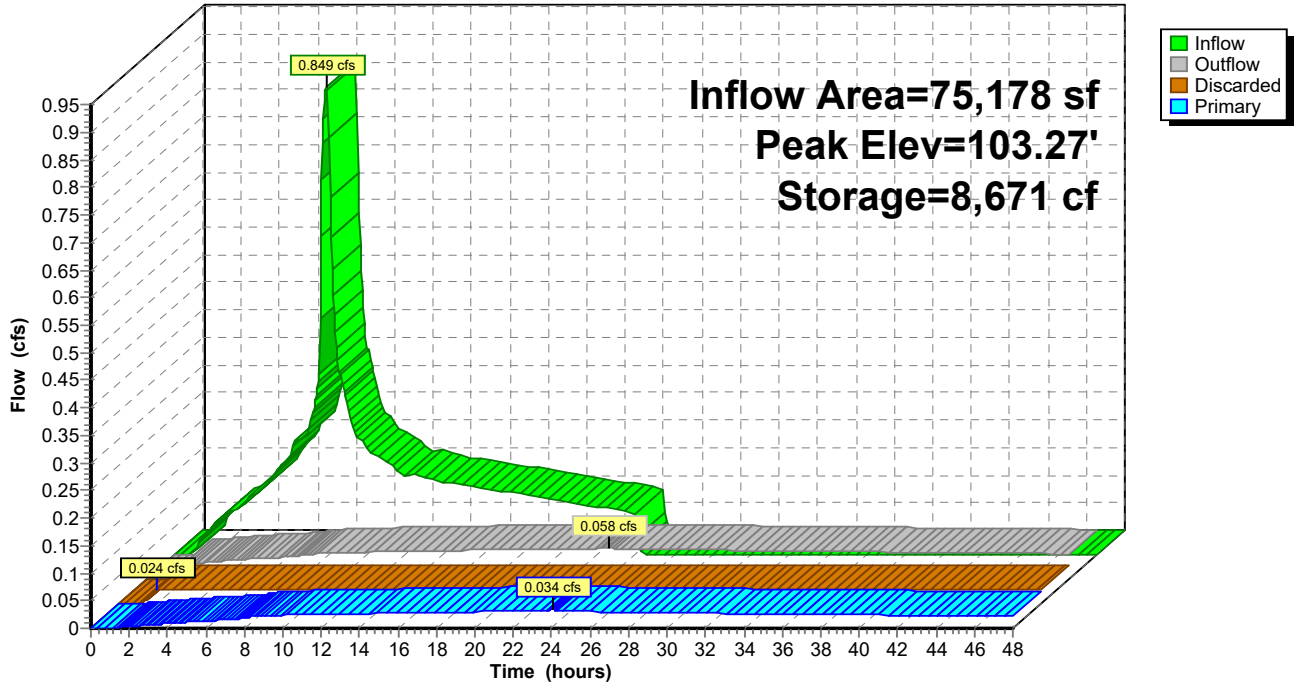
Chamber Storage + Stone Storage = 9,053.5 cf = 0.208 af
Overall Storage Efficiency = 61.6%

115 Chambers
544.0 cy Field
347.8 cy Stone



Pond 22P: 740 chambers

Hydrograph



Summary for Subcatchment 1 A1: Predeveloped Schematic

Runoff = 0.294 cfs @ 8.03 hrs, Volume= 6,433 cf, Depth= 1.03"

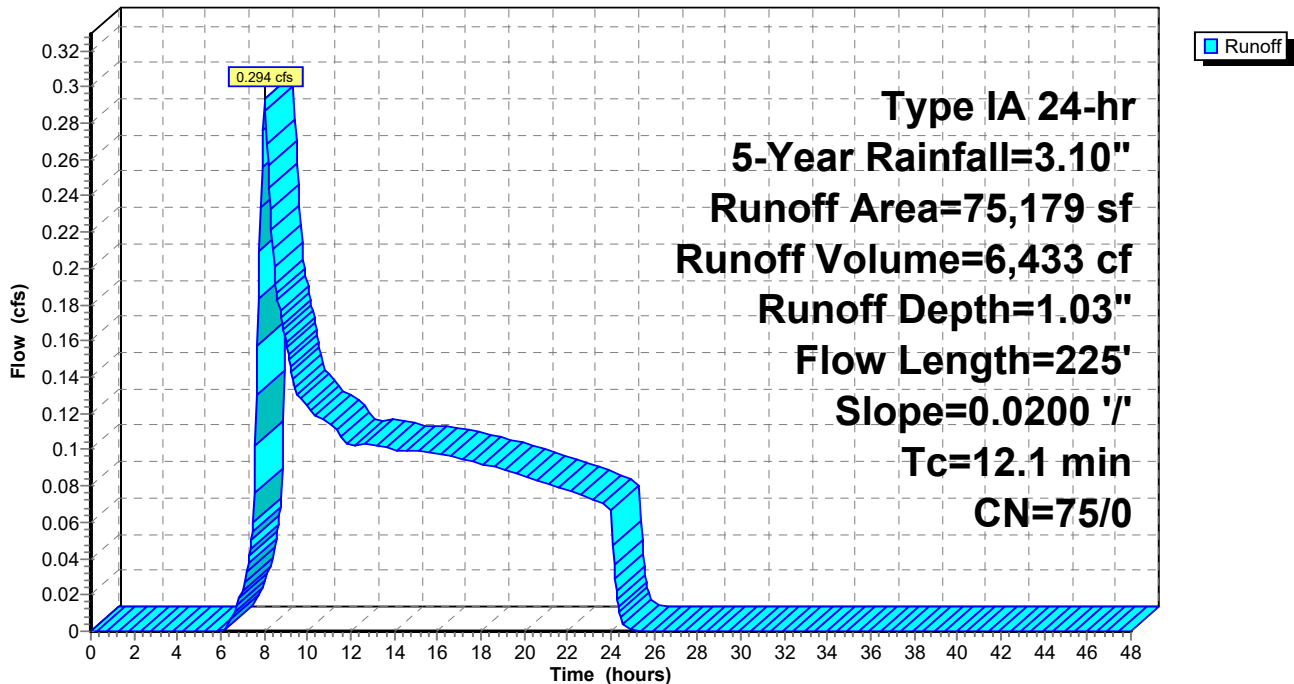
Runoff by SBUH method, Split Pervious/Imperv., Time Span= 0.00-48.00 hrs, dt= 0.05 hrs
 Type IA 24-hr 5-Year Rainfall=3.10"

	Area (sf)	CN	Description
*	55,179	75	50-75% Grass cover, Fair, HSG B
*	20,000	75	Modified Impervious gravel parking
	75,179	75	Weighted Average
	75,179	75	100.00% Pervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
11.1	100	0.0200	0.15		Sheet Flow, Grass: Short n= 0.150 P2= 2.50"
1.0	125	0.0200	2.12		Shallow Concentrated Flow, Grassed Waterway Kv= 15.0 fps
12.1	225	Total			

Subcatchment 1 A1: Predeveloped Schematic

Hydrograph



Summary for Subcatchment 2 A1: Post Developed Schematic

Runoff = 1.081 cfs @ 7.91 hrs, Volume= 15,952 cf, Depth= 2.55"

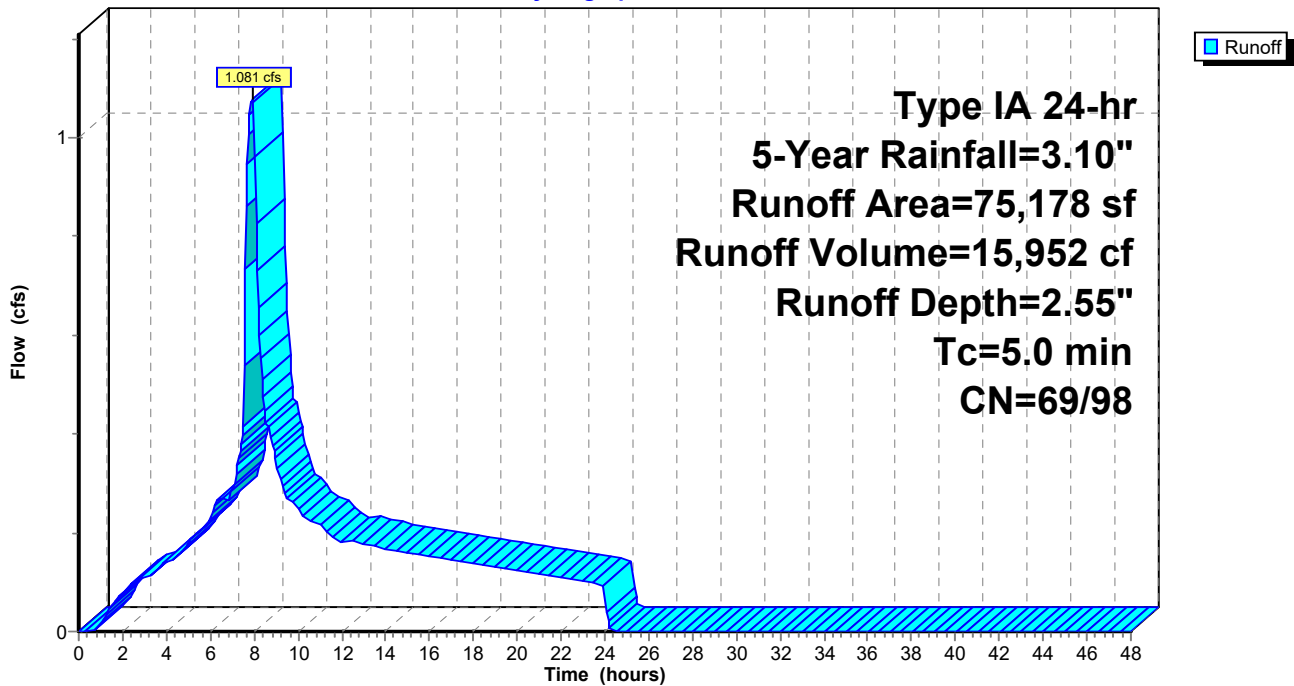
Runoff by SBUH method, Split Pervious/Imperv., Time Span= 0.00-48.00 hrs, dt= 0.05 hrs
 Type IA 24-hr 5-Year Rainfall=3.10"

Area (sf)	CN	Description
63,902	98	Paved parking, HSG C
11,276	69	50-75% Grass cover, Fair, HSG B
75,178	94	Weighted Average
11,276	69	15.00% Pervious Area
63,902	98	85.00% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
5.0					Direct Entry,

Subcatchment 2 A1: Post Developed Schematic

Hydrograph



Summary for Pond 22P: 740 chambers

Inflow Area = 75,178 sf, 85.00% Impervious, Inflow Depth = 2.55" for 5-Year event
 Inflow = 1.081 cfs @ 7.91 hrs, Volume= 15,952 cf
 Outflow = 0.162 cfs @ 14.78 hrs, Volume= 11,501 cf, Atten= 85%, Lag= 412.3 min
 Discarded = 0.024 cfs @ 1.65 hrs, Volume= 4,081 cf
 Primary = 0.137 cfs @ 14.78 hrs, Volume= 7,420 cf

Routing by Stor-Ind method, Time Span= 0.00-48.00 hrs, dt= 0.05 hrs / 2
 Peak Elev= 103.44' @ 14.78 hrs Surf.Area= 4,197 sf Storage= 8,959 cf

Plug-Flow detention time= 892.6 min calculated for 11,501 cf (72% of inflow)
 Center-of-Mass det. time= 716.0 min (1,393.6 - 677.6)

Volume	Invert	Avail.Storage	Storage Description
#1A	100.00'	3,756 cf	25.25'W x 166.20'L x 3.50'H Field A 14,688 cf Overall - 5,297 cf Embedded = 9,391 cf x 40.0% Voids
#2A	100.50'	5,297 cf	ADS_StormTech SC-740 x 115 Inside #1 Effective Size= 44.6"W x 30.0"H => 6.45 sf x 7.12'L = 45.9 cf Overall Size= 51.0"W x 30.0"H x 7.56'L with 0.44' Overlap Row Length Adjustment= +0.44' x 6.45 sf x 5 rows
		9,054 cf	Total Available Storage

Storage Group A created with Chamber Wizard

Device	Routing	Invert	Outlet Devices
#1	Discarded	100.00'	0.250 in/hr Exfiltration over Surface area
#2	Primary	100.00'	0.8" Horiz. Orifice/Grate C= 0.620 Limited to weir flow at low heads
#3	Primary	103.25'	5.0" Vert. Orifice/Grate C= 0.620
#4	Primary	103.40'	8.0" Vert. Orifice/Grate C= 0.620

Discarded OutFlow Max=0.024 cfs @ 1.65 hrs HW=100.04' (Free Discharge)
 ↑1=Exfiltration (Exfiltration Controls 0.024 cfs)

Primary OutFlow Max=0.136 cfs @ 14.78 hrs HW=103.44' (Free Discharge)
 ↑2=Orifice/Grate (Orifice Controls 0.032 cfs @ 9.23 fps)
 ↓3=Orifice/Grate (Orifice Controls 0.096 cfs @ 1.55 fps)
 ↓4=Orifice/Grate (Orifice Controls 0.007 cfs @ 0.74 fps)

Pond 22P: 740 chambers - Chamber Wizard Field A

Chamber Model = ADS_StormTechSC-740 (ADS StormTech®SC-740)

Effective Size= 44.6"W x 30.0"H => 6.45 sf x 7.12'L = 45.9 cf

Overall Size= 51.0"W x 30.0"H x 7.56'L with 0.44' Overlap

Row Length Adjustment= +0.44' x 6.45 sf x 5 rows

51.0" Wide + 6.0" Spacing = 57.0" C-C Row Spacing

23 Chambers/Row x 7.12' Long +0.44' Row Adjustment = 164.20' Row Length +12.0" End Stone x 2 =
166.20' Base Length

5 Rows x 51.0" Wide + 6.0" Spacing x 4 + 12.0" Side Stone x 2 = 25.25' Base Width

6.0" Base + 30.0" Chamber Height + 6.0" Cover = 3.50' Field Height

115 Chambers x 45.9 cf +0.44' Row Adjustment x 6.45 sf x 5 Rows = 5,297.3 cf Chamber Storage

14,687.9 cf Field - 5,297.3 cf Chambers = 9,390.6 cf Stone x 40.0% Voids = 3,756.3 cf Stone Storage

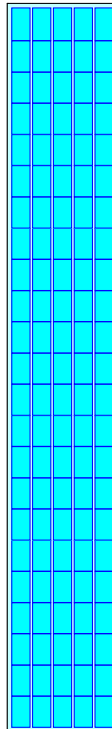
Chamber Storage + Stone Storage = 9,053.5 cf = 0.208 af

Overall Storage Efficiency = 61.6%

115 Chambers

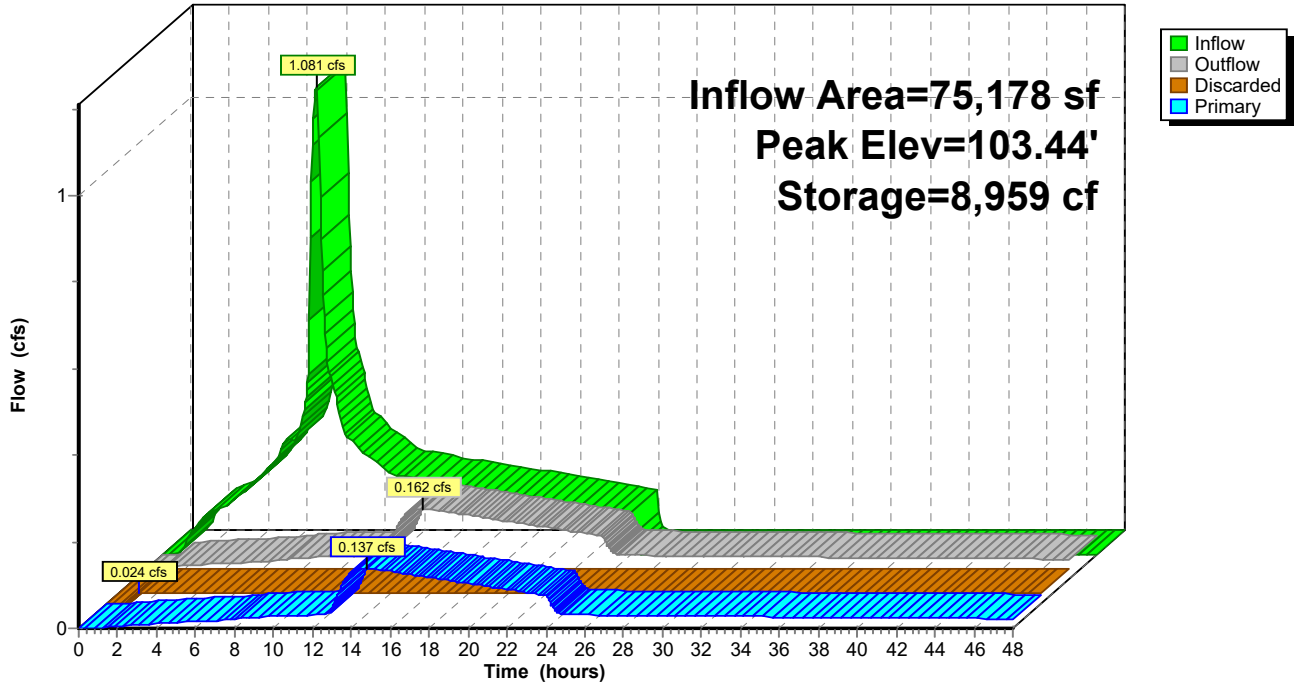
544.0 cy Field

347.8 cy Stone



Pond 22P: 740 chambers

Hydrograph



Summary for Subcatchment 1 A1: Predeveloped Schematic

Runoff = 0.391 cfs @ 8.02 hrs, Volume= 7,935 cf, Depth= 1.27"

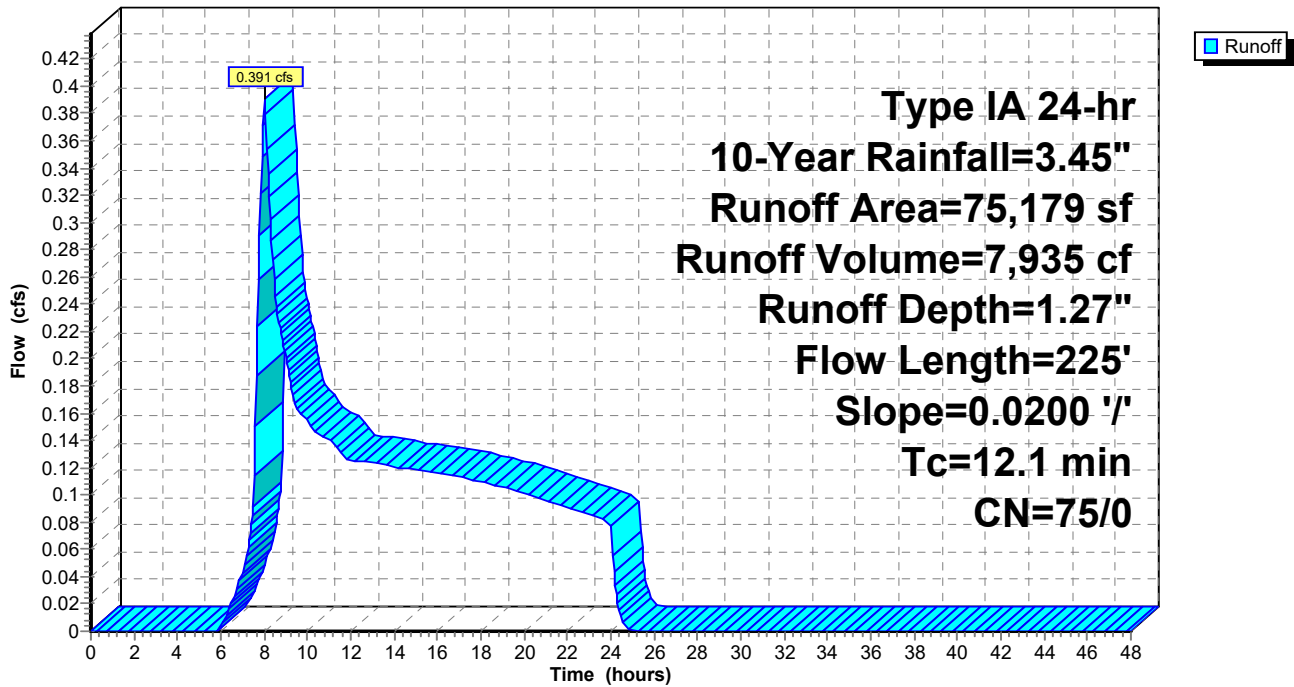
Runoff by SBUH method, Split Pervious/Imperv., Time Span= 0.00-48.00 hrs, dt= 0.05 hrs
 Type IA 24-hr 10-Year Rainfall=3.45"

	Area (sf)	CN	Description
*	55,179	75	50-75% Grass cover, Fair, HSG B
*	20,000	75	Modified Impervious gravel parking
	75,179	75	Weighted Average
	75,179	75	100.00% Pervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
11.1	100	0.0200	0.15		Sheet Flow, Grass: Short n= 0.150 P2= 2.50"
1.0	125	0.0200	2.12		Shallow Concentrated Flow, Grassed Waterway Kv= 15.0 fps
12.1	225	Total			

Subcatchment 1 A1: Predeveloped Schematic

Hydrograph



Summary for Subcatchment 2 A1: Post Developed Schematic

Runoff = 1.218 cfs @ 7.91 hrs, Volume= 17,997 cf, Depth= 2.87"

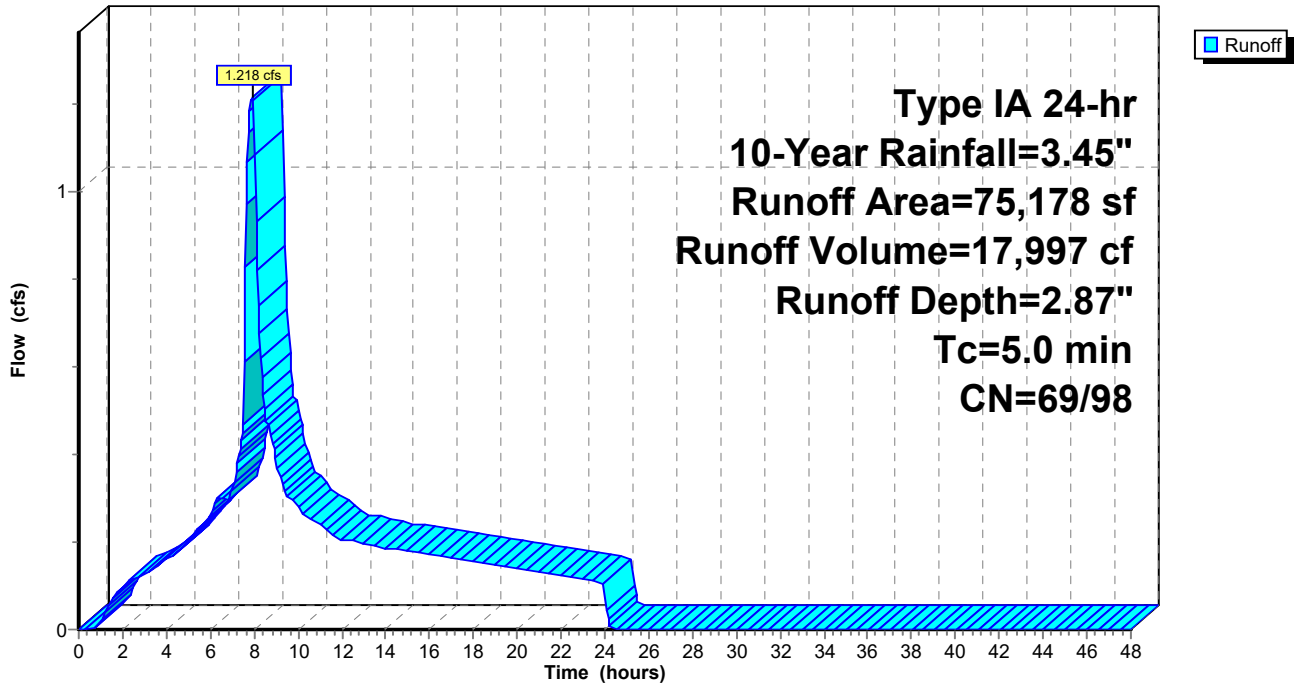
Runoff by SBUH method, Split Pervious/Imperv., Time Span= 0.00-48.00 hrs, dt= 0.05 hrs
 Type IA 24-hr 10-Year Rainfall=3.45"

Area (sf)	CN	Description
63,902	98	Paved parking, HSG C
11,276	69	50-75% Grass cover, Fair, HSG B
75,178	94	Weighted Average
11,276	69	15.00% Pervious Area
63,902	98	85.00% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
5.0					Direct Entry,

Subcatchment 2 A1: Post Developed Schematic

Hydrograph



Summary for Pond 22P: 740 chambers

Inflow Area = 75,178 sf, 85.00% Impervious, Inflow Depth = 2.87" for 10-Year event
 Inflow = 1.218 cfs @ 7.91 hrs, Volume= 17,997 cf
 Outflow = 0.209 cfs @ 11.74 hrs, Volume= 13,534 cf, Atten= 83%, Lag= 230.3 min
 Discarded = 0.024 cfs @ 1.55 hrs, Volume= 4,090 cf
 Primary = 0.185 cfs @ 11.74 hrs, Volume= 9,444 cf

Routing by Stor-Ind method, Time Span= 0.00-48.00 hrs, dt= 0.05 hrs / 2
 Peak Elev= 103.48' @ 11.74 hrs Surf.Area= 4,197 sf Storage= 9,017 cf

Plug-Flow detention time= 796.1 min calculated for 13,534 cf (75% of inflow)
 Center-of-Mass det. time= 635.6 min (1,310.9 - 675.3)

Volume	Invert	Avail.Storage	Storage Description
#1A	100.00'	3,756 cf	25.25"W x 166.20'L x 3.50'H Field A 14,688 cf Overall - 5,297 cf Embedded = 9,391 cf x 40.0% Voids
#2A	100.50'	5,297 cf	ADS_StormTech SC-740 x 115 Inside #1 Effective Size= 44.6"W x 30.0"H => 6.45 sf x 7.12'L = 45.9 cf Overall Size= 51.0"W x 30.0"H x 7.56'L with 0.44' Overlap Row Length Adjustment= +0.44' x 6.45 sf x 5 rows
		9,054 cf	Total Available Storage

Storage Group A created with Chamber Wizard

Device	Routing	Invert	Outlet Devices
#1	Discarded	100.00'	0.250 in/hr Exfiltration over Surface area
#2	Primary	100.00'	0.8" Horiz. Orifice/Grate C= 0.620 Limited to weir flow at low heads
#3	Primary	103.25'	5.0" Vert. Orifice/Grate C= 0.620
#4	Primary	103.40'	8.0" Vert. Orifice/Grate C= 0.620

Discarded OutFlow Max=0.024 cfs @ 1.55 hrs HW=100.04' (Free Discharge)
 ↑1=Exfiltration (Exfiltration Controls 0.024 cfs)

Primary OutFlow Max=0.183 cfs @ 11.74 hrs HW=103.48' (Free Discharge)
 ↑2=Orifice/Grate (Orifice Controls 0.032 cfs @ 9.28 fps)
 ↑3=Orifice/Grate (Orifice Controls 0.128 cfs @ 1.68 fps)
 ↑4=Orifice/Grate (Orifice Controls 0.022 cfs @ 0.98 fps)

Pond 22P: 740 chambers - Chamber Wizard Field A

Chamber Model = ADS_StormTechSC-740 (ADS StormTech®SC-740)

Effective Size= 44.6"W x 30.0"H => 6.45 sf x 7.12'L = 45.9 cf
Overall Size= 51.0"W x 30.0"H x 7.56'L with 0.44' Overlap
Row Length Adjustment= +0.44' x 6.45 sf x 5 rows

51.0" Wide + 6.0" Spacing = 57.0" C-C Row Spacing

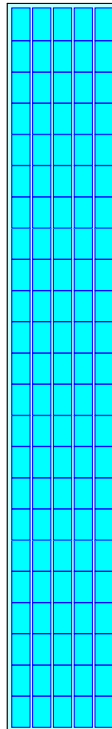
23 Chambers/Row x 7.12' Long +0.44' Row Adjustment = 164.20' Row Length +12.0" End Stone x 2 =
166.20' Base Length
5 Rows x 51.0" Wide + 6.0" Spacing x 4 + 12.0" Side Stone x 2 = 25.25' Base Width
6.0" Base + 30.0" Chamber Height + 6.0" Cover = 3.50' Field Height

115 Chambers x 45.9 cf +0.44' Row Adjustment x 6.45 sf x 5 Rows = 5,297.3 cf Chamber Storage

14,687.9 cf Field - 5,297.3 cf Chambers = 9,390.6 cf Stone x 40.0% Voids = 3,756.3 cf Stone Storage

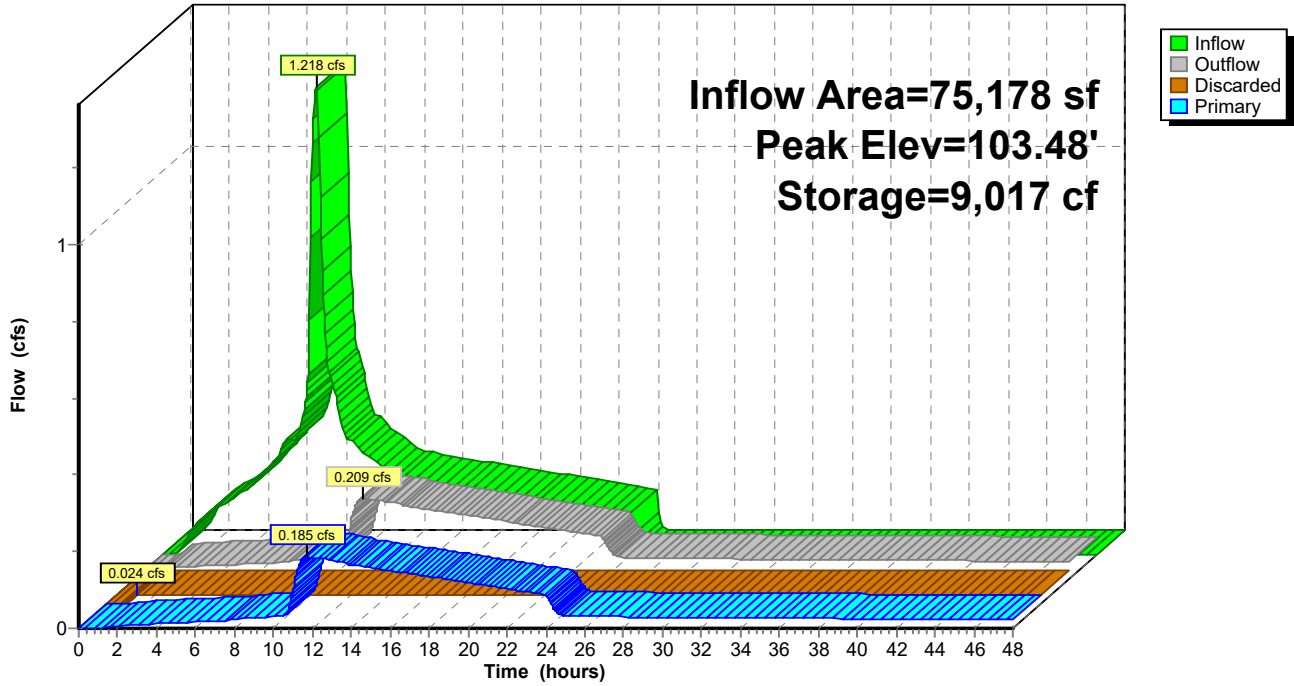
Chamber Storage + Stone Storage = 9,053.5 cf = 0.208 af
Overall Storage Efficiency = 61.6%

115 Chambers
544.0 cy Field
347.8 cy Stone



Pond 22P: 740 chambers

Hydrograph



Summary for Subcatchment 1 A1: Predeveloped Schematic

Runoff = 0.526 cfs @ 8.02 hrs, Volume= 9,974 cf, Depth= 1.59"

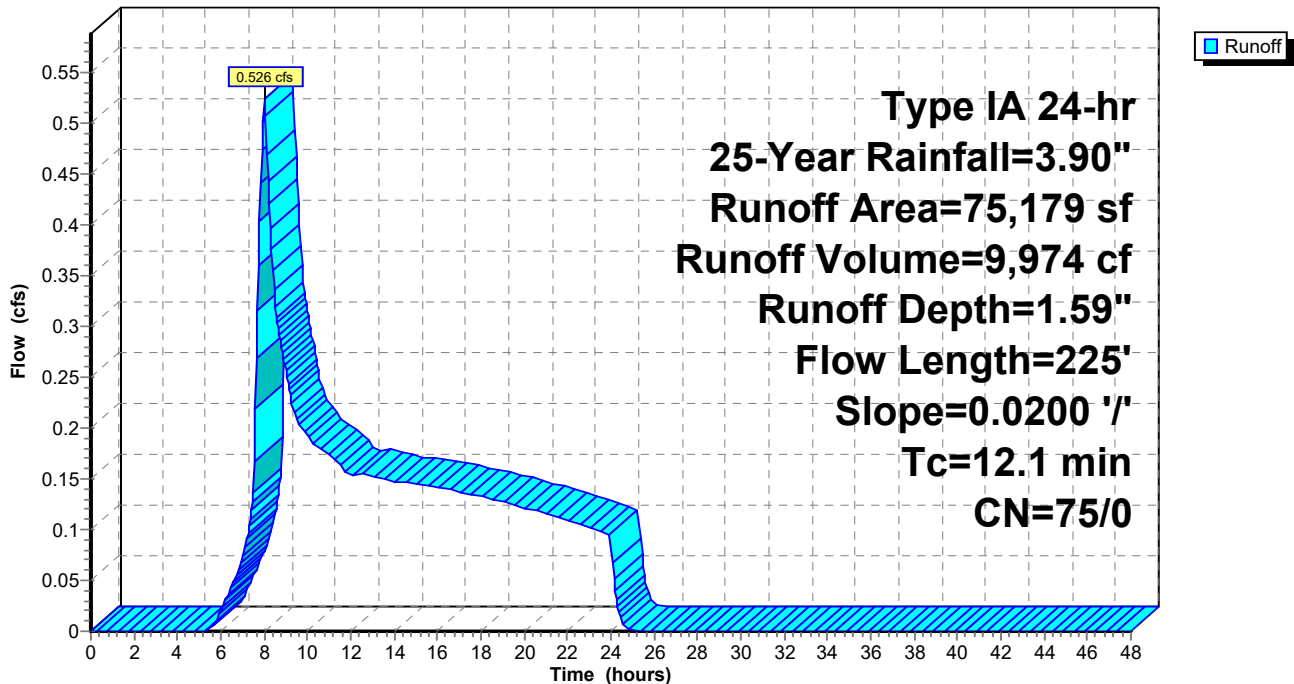
Runoff by SBUH method, Split Pervious/Imperv., Time Span= 0.00-48.00 hrs, dt= 0.05 hrs
 Type IA 24-hr 25-Year Rainfall=3.90"

	Area (sf)	CN	Description
*	55,179	75	50-75% Grass cover, Fair, HSG B
*	20,000	75	Modified Impervious gravel parking
	75,179	75	Weighted Average
	75,179	75	100.00% Pervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
11.1	100	0.0200	0.15		Sheet Flow, Grass: Short n= 0.150 P2= 2.50"
1.0	125	0.0200	2.12		Shallow Concentrated Flow, Grassed Waterway Kv= 15.0 fps
12.1	225	Total			

Subcatchment 1 A1: Predeveloped Schematic

Hydrograph



Summary for Subcatchment 2 A1: Post Developed Schematic

Runoff = 1.396 cfs @ 7.91 hrs, Volume= 20,648 cf, Depth= 3.30"

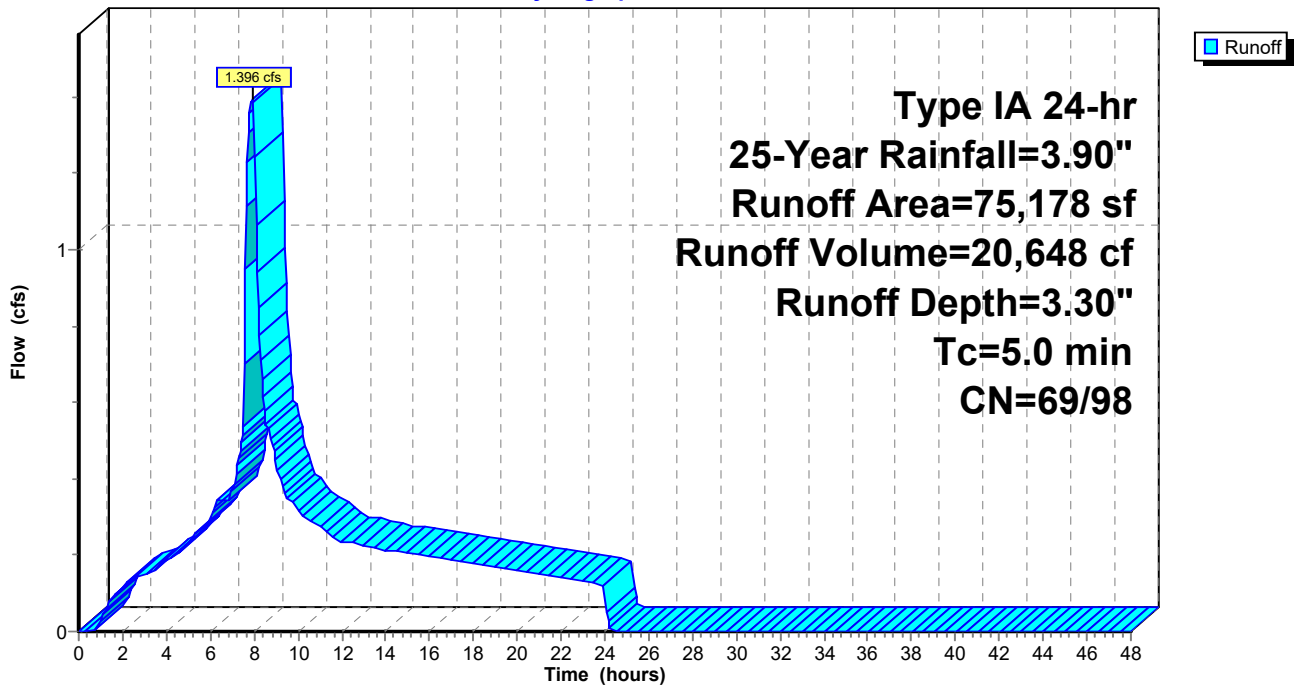
Runoff by SBUH method, Split Pervious/Imperv., Time Span= 0.00-48.00 hrs, dt= 0.05 hrs
 Type IA 24-hr 25-Year Rainfall=3.90"

Area (sf)	CN	Description
63,902	98	Paved parking, HSG C
11,276	69	50-75% Grass cover, Fair, HSG B
75,178	94	Weighted Average
11,276	69	15.00% Pervious Area
63,902	98	85.00% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
5.0					Direct Entry,

Subcatchment 2 A1: Post Developed Schematic

Hydrograph



Summary for Pond 22P: 740 chambers

Inflow Area = 75,178 sf, 85.00% Impervious, Inflow Depth = 3.30" for 25-Year event
 Inflow = 1.396 cfs @ 7.91 hrs, Volume= 20,648 cf
 Outflow = 0.328 cfs @ 9.60 hrs, Volume= 16,064 cf, Atten= 76%, Lag= 101.7 min
 Discarded = 0.024 cfs @ 1.40 hrs, Volume= 4,099 cf
 Primary = 0.304 cfs @ 9.60 hrs, Volume= 11,965 cf

Routing by Stor-Ind method, Time Span= 0.00-48.00 hrs, dt= 0.05 hrs / 2
 Peak Elev= 103.54' @ 9.60 hrs Surf.Area= 4,197 sf Storage= 9,054 cf

Plug-Flow detention time= 700.9 min calculated for 16,064 cf (78% of inflow)
 Center-of-Mass det. time= 554.3 min (1,227.2 - 672.8)

Volume	Invert	Avail.Storage	Storage Description
#1A	100.00'	3,756 cf	25.25'W x 166.20'L x 3.50'H Field A 14,688 cf Overall - 5,297 cf Embedded = 9,391 cf x 40.0% Voids
#2A	100.50'	5,297 cf	ADS_StormTech SC-740 x 115 Inside #1 Effective Size= 44.6"W x 30.0"H => 6.45 sf x 7.12'L = 45.9 cf Overall Size= 51.0"W x 30.0"H x 7.56'L with 0.44' Overlap Row Length Adjustment= +0.44' x 6.45 sf x 5 rows
		9,054 cf	Total Available Storage

Storage Group A created with Chamber Wizard

Device	Routing	Invert	Outlet Devices
#1	Discarded	100.00'	0.250 in/hr Exfiltration over Surface area
#2	Primary	100.00'	0.8" Horiz. Orifice/Grate C= 0.620 Limited to weir flow at low heads
#3	Primary	103.25'	5.0" Vert. Orifice/Grate C= 0.620
#4	Primary	103.40'	8.0" Vert. Orifice/Grate C= 0.620

Discarded OutFlow Max=0.024 cfs @ 1.40 hrs HW=100.04' (Free Discharge)
 ↑1=Exfiltration (Exfiltration Controls 0.024 cfs)

Primary OutFlow Max=0.303 cfs @ 9.60 hrs HW=103.54' (Free Discharge)
 ↑2=Orifice/Grate (Orifice Controls 0.033 cfs @ 9.37 fps)
 ↓3=Orifice/Grate (Orifice Controls 0.196 cfs @ 1.91 fps)
 ↓4=Orifice/Grate (Orifice Controls 0.074 cfs @ 1.34 fps)

Pond 22P: 740 chambers - Chamber Wizard Field A

Chamber Model = ADS_StormTechSC-740 (ADS StormTech®SC-740)

Effective Size= 44.6"W x 30.0"H => 6.45 sf x 7.12'L = 45.9 cf
Overall Size= 51.0"W x 30.0"H x 7.56'L with 0.44' Overlap
Row Length Adjustment= +0.44' x 6.45 sf x 5 rows

51.0" Wide + 6.0" Spacing = 57.0" C-C Row Spacing

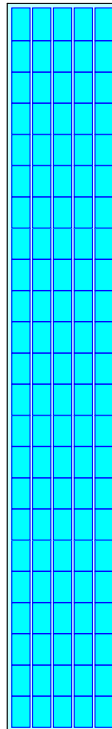
23 Chambers/Row x 7.12' Long +0.44' Row Adjustment = 164.20' Row Length +12.0" End Stone x 2 =
166.20' Base Length
5 Rows x 51.0" Wide + 6.0" Spacing x 4 + 12.0" Side Stone x 2 = 25.25' Base Width
6.0" Base + 30.0" Chamber Height + 6.0" Cover = 3.50' Field Height

115 Chambers x 45.9 cf +0.44' Row Adjustment x 6.45 sf x 5 Rows = 5,297.3 cf Chamber Storage

14,687.9 cf Field - 5,297.3 cf Chambers = 9,390.6 cf Stone x 40.0% Voids = 3,756.3 cf Stone Storage

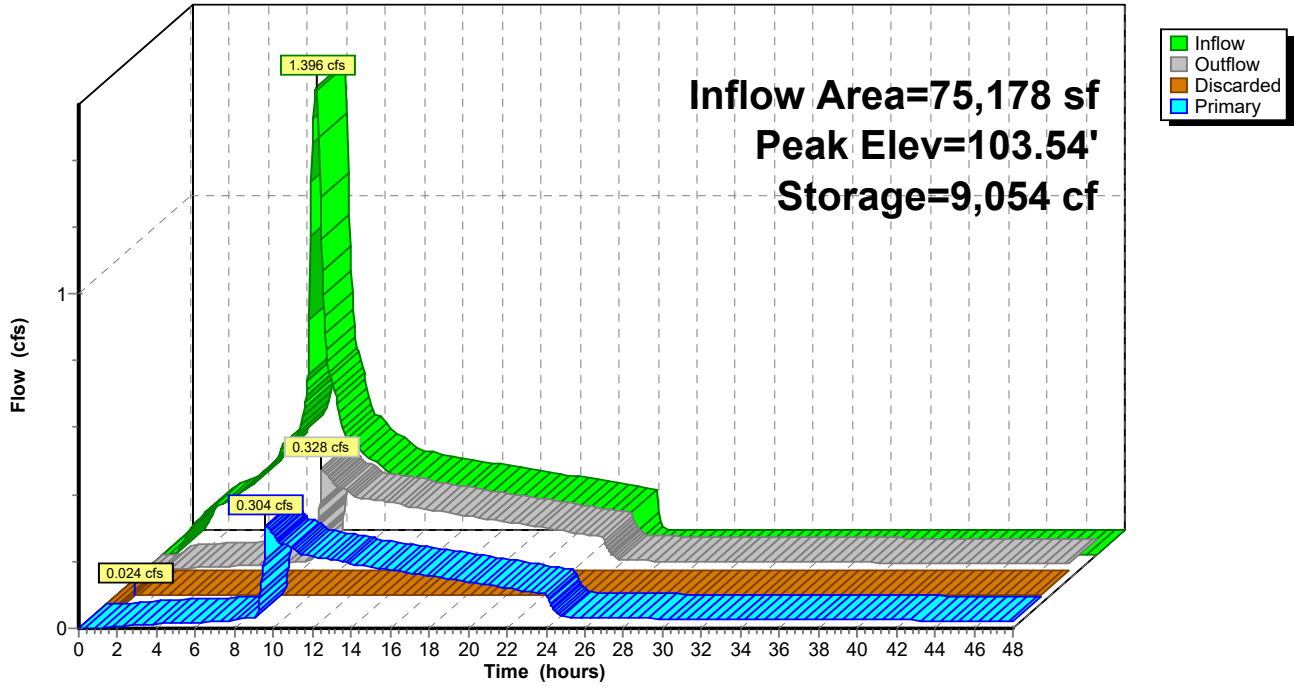
Chamber Storage + Stone Storage = 9,053.5 cf = 0.208 af
Overall Storage Efficiency = 61.6%

115 Chambers
544.0 cy Field
347.8 cy Stone



Pond 22P: 740 chambers

Hydrograph



Appendix E

Water Quality Calculations



Humber
Design
Group, Inc.

**Cedar Creek WQ Manhole
Clean Water Services - Current
Water Quality Calculations**

Basin	A	
WQ Storm	0.36	in
Acres	0.333	AC
Acres/SF Conversion	14505.48	SF
Hours	4	HR
WQ storm	0.03021975	cfs

BayFilter Water Quality Calculations

Basin	A	
Max WQ Runoff	0.03021975	cfs
Q cartridge	10.2	gpm
gpm/cfs conversion	449	gpm/cfs
Number of Cartridges Re	2	Cartridges

b. Water Quality Volume (WQV)

The WQV is the volume of water that is produced by the water quality storm. The WQV equals 0.36 inches over the impervious area that is required to be treated as shown in the formula below:

$$\text{Water Quality Volume (cu.ft)} = \frac{0.36 \text{ (in.)} \times \text{Area (sq.ft.)}}{12 \text{ (in./ft.)}}$$

c. Water Quality Flow (WQF)

The WQF is the average design flow anticipated from the water quality storm as shown in the formulas below:

$$\text{Water Quality Flow (cfs)} = \frac{\text{Water Quality Volume (cu.ft.)}}{14,400 \text{ seconds}}$$



Humber
Design
Group, Inc.

Cedar Creek WQ Vault
Clean Water Services - Current
Water Quality Calculations

Basin	A	
WQ Storm	0.36	in
Acres	1.396	AC
Acres/SF Conversion	60809.76	SF
Hours	4	HR
WQ storm	0.126687	cfs

BayFilter Water Quality Calculations

Basin	A	
Max WQ Runoff	0.126687	cfs
Q cartridge	10.2	gpm
gpm/cfs conversion	449	gpm/cfs
Number of Cartridges Re	6	Cartridges

b. Water Quality Volume (WQV)

The WQV is the volume of water that is produced by the water quality storm. The WQV equals 0.36 inches over the impervious area that is required to be treated as shown in the formula below:

$$\text{Water Quality Volume (cu.ft.)} = \frac{0.36 \text{ (in.)} \times \text{Area (sq.ft.)}}{12 \text{ (in./ft.)}}$$

c. Water Quality Flow (WQF)

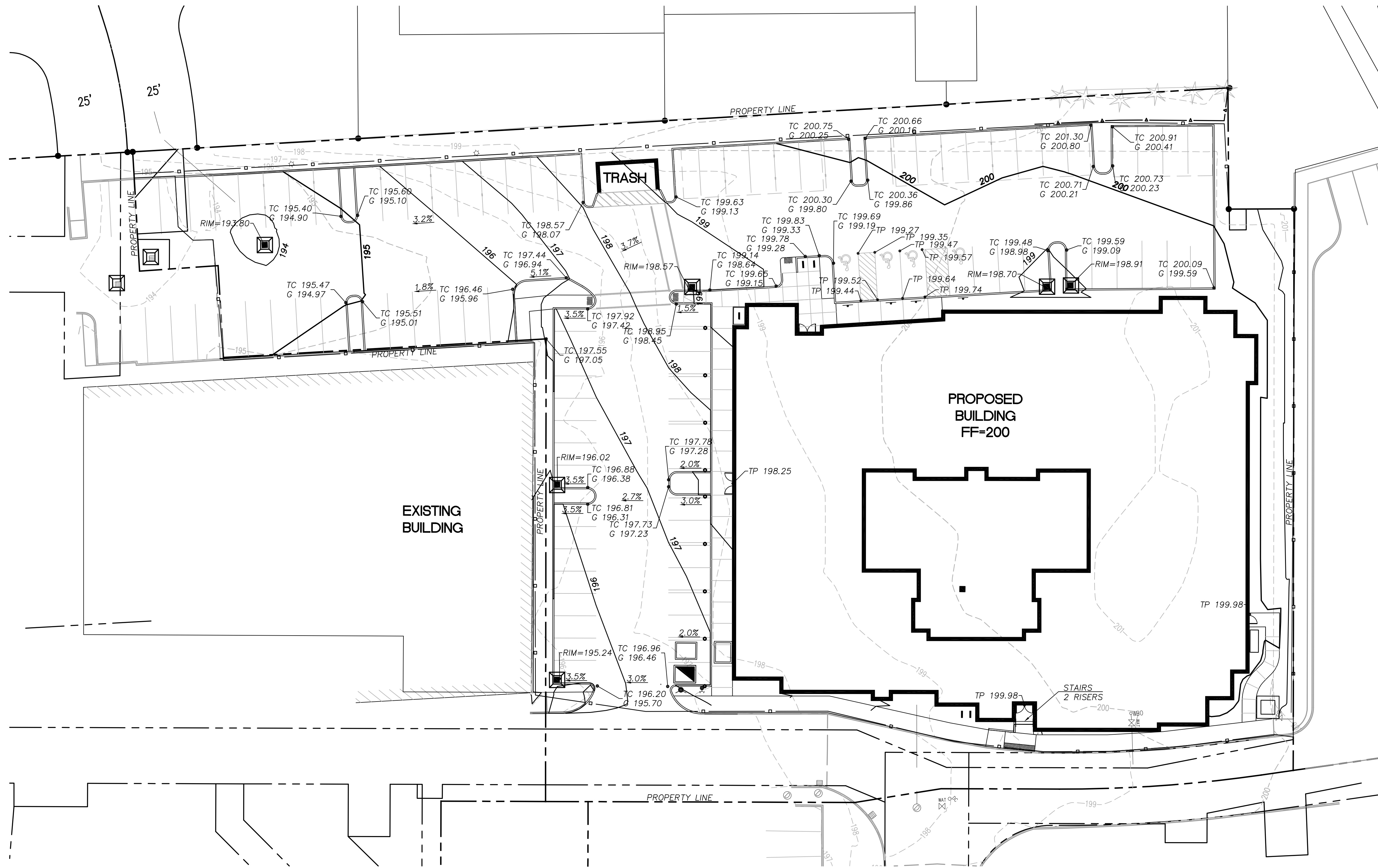
The WQF is the average design flow anticipated from the water quality storm as shown in the formulas below:

$$\text{Water Quality Flow (cfs)} = \frac{\text{Water Quality Volume (cu.ft.)}}{14,400 \text{ seconds}}$$

Appendix F

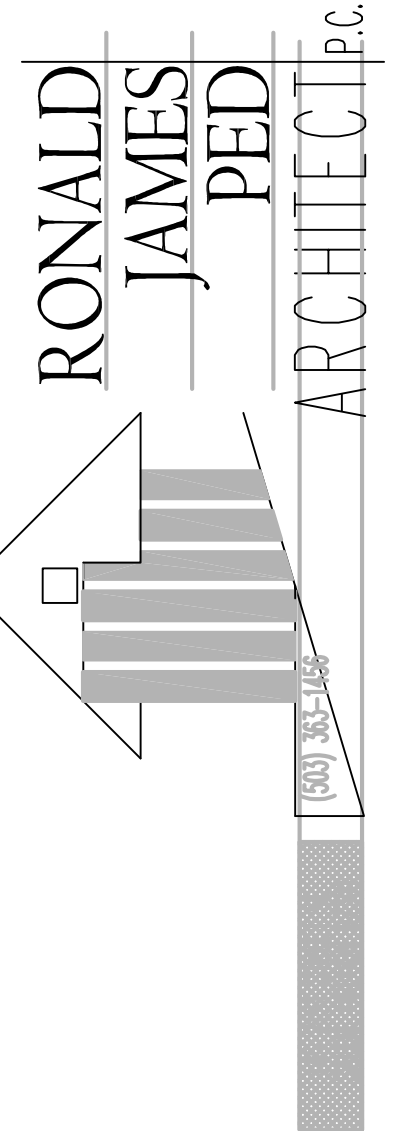
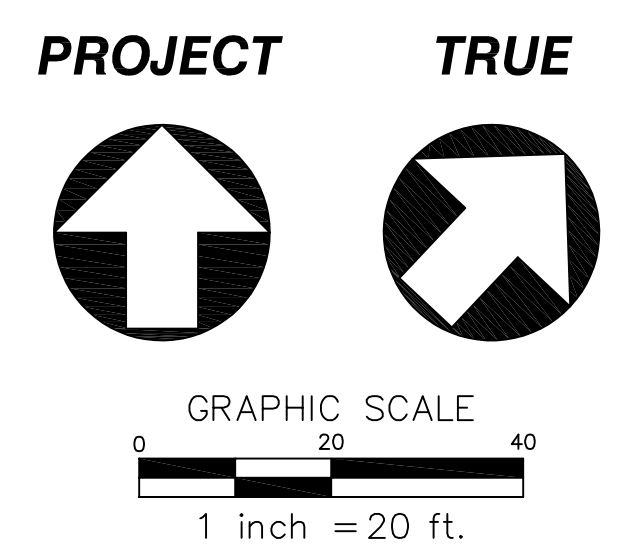
Utility Plan
Grading Plan

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 LAYOUT: 1



1 GRADING AND EROSION CONTROL PLAN
 1" = 20'

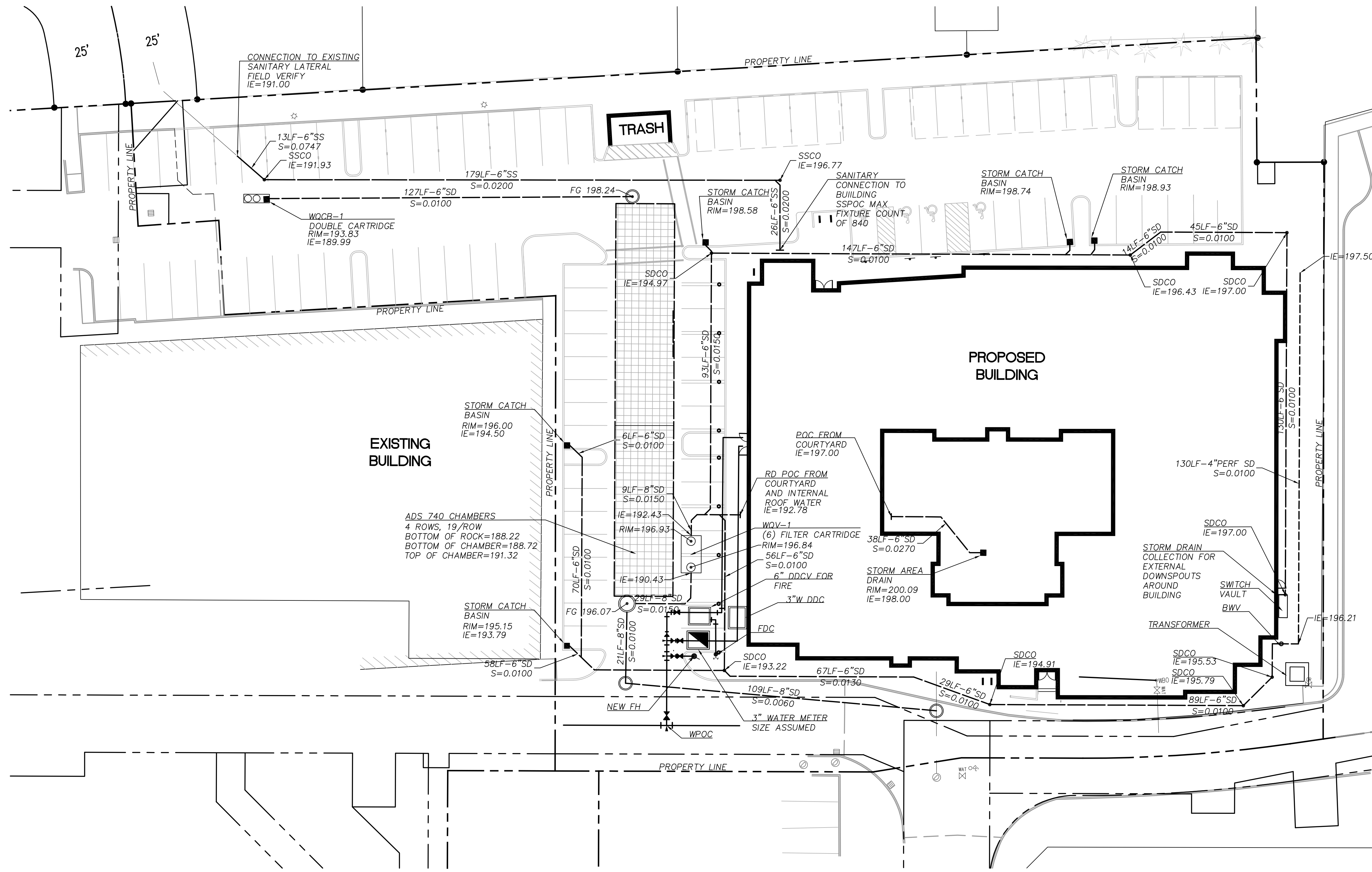
SHEET LEGEND	
ITEM	DESCRIPTION
	X.X% SLOPE ARROW
	TOP OF PAVEMENT
	TOP OF CURB
	FINISH FLOOR
	GUTTER
	FINAL GRADE
	EXISTING MINOR CONTOUR
	EXISTING MAJOR CONTOUR
	PROPOSED MINOR CONTOUR
	PROPOSED MAJOR CONTOUR
	SEDIMENT FENCE
	TREE PROTECTION FENCE
	INLET PROTECTION



901 NE Glisan St., Suite 100
 Portland, OR 97232
 T: 503.297.8791
 ATT: Ryan Schera

DESIGN REVIEW
CEDAR CREEK APTS.
 16864 SW Edy Road, Sherwood, OR 97140
 DATE: 18 JUN 2021
 DRAWN: JOB NO.: 2089
GRADING AND EC PLAN
 C2.00

LAST SAVED Thu, 11 Jun 2021 - 10:21 LOCATION: F:\2DD\001 - Cedar Creek\21 - CAD Drawings\2d - DD\203.00 Utility Plan.dwg Layout
 PRINTED: Thu, 11 Jun 2021 - 01:58 PRINTED BY: William Brannan

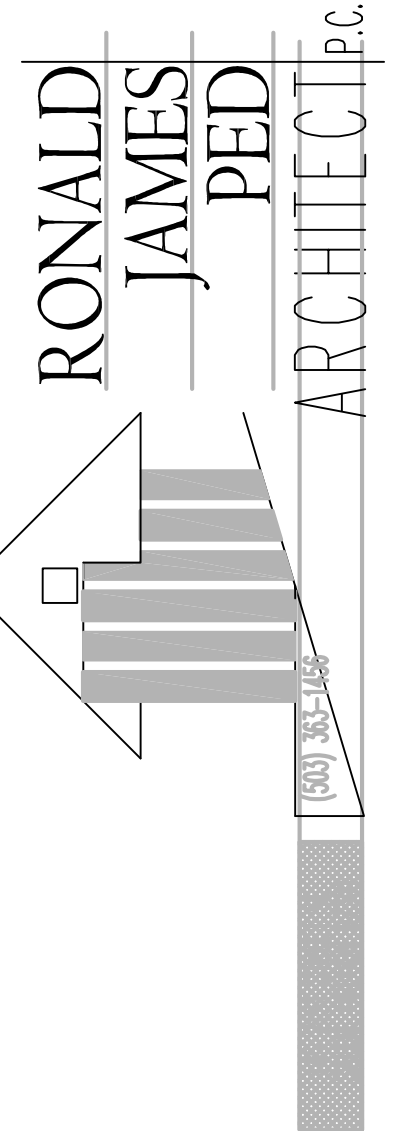
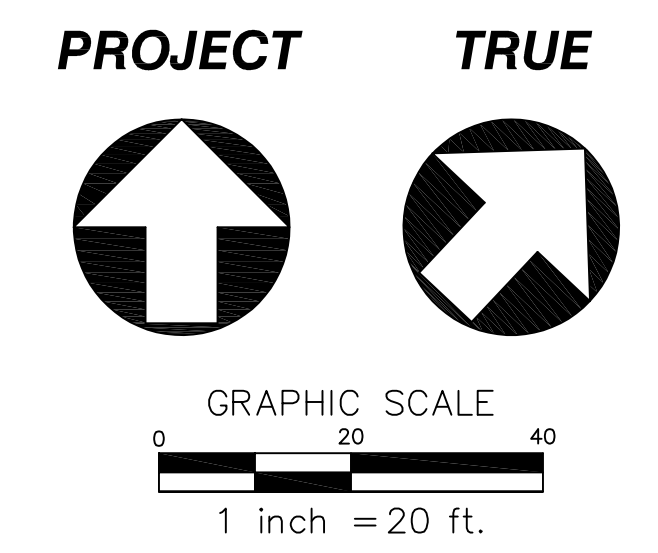


1 UTILITY AND STORMWATER MANAGEMENT PLAN
 1"=20'

SHEET LEGEND		
ITEM	DESCRIPTION	DETAIL
	PROPOSED STORM	
	PROPOSED SANITARY	
	PROPOSED WATER	
	CATCH BASIN/AREA DRAIN	
	CLEAN OUT	
	BACK WATER VALVE	

- SHEET NOTES**
1. WATER AND SANITARY LINE SIZES SHALL BE CONFIRMED BY FIXTURE UNIT LOADS WHEN AVAILABLE. SIZES SHOWN ARE ESTIMATES.
 2. TRANSFORMER SIZE TO BE CONFIRMED.

- STORMWATER NOTES**
1. PROJECT WILL MEET REQUIREMENTS FOR HYDROMODIFICATION CATEGORY 2 WITH BELOW GRADE DETENTION/INFILTRATION GALLERY.
 2. PROJECT WILL MEET WATER QUALITY REQUIREMENTS WITH "PERFILTER" FILTER CARTRIDGE CARTRIDGE VAULTS AND CATCH BASINS.



PH: 2089 Deacon Sherwood Apts\Photos\Logo.jpg
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 Portland, OR 97232
 T: 503.297.8791
 ATT: Ryan Schera

DESIGN REVIEW
CEDAR CREEK APTS.
 16864 SW Edy Road, Sherwood, OR 97140
 DATE: 18 JUN 2021
 DRAWN:
 JOB NO.: 2089
UTILITY AND STORM PLAN
C3.00

Appendix G

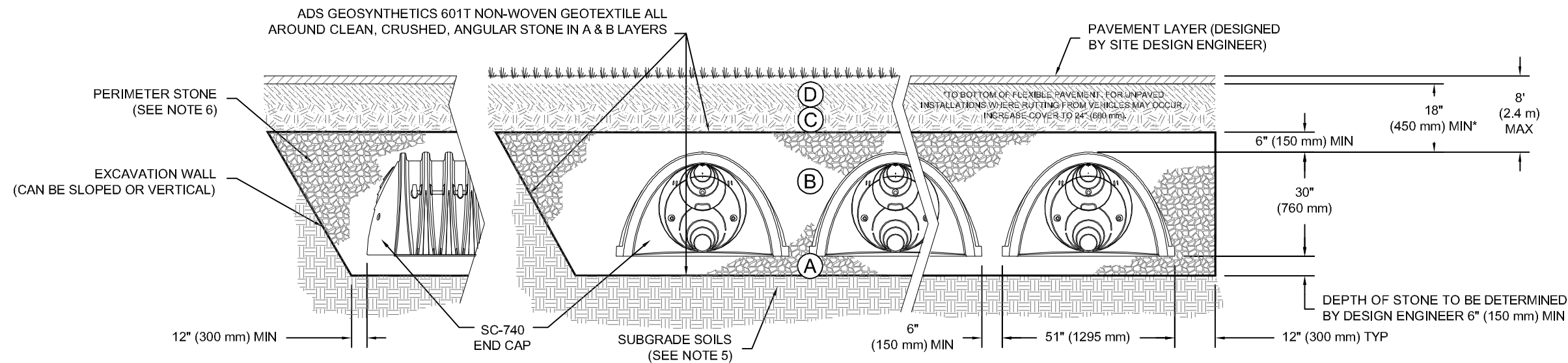
Detail Drawings

ACCEPTABLE FILL MATERIALS: STORMTECH SC-740 CHAMBER SYSTEMS

MATERIAL LOCATION	DESCRIPTION	AASHTO MATERIAL CLASSIFICATIONS	COMPACTION / DENSITY REQUIREMENT
D	FINAL FILL: FILL MATERIAL FOR LAYER 'D' STARTS FROM THE TOP OF THE 'C' LAYER TO THE BOTTOM OF FLEXIBLE PAVEMENT OR UNPAVED FINISHED GRADE ABOVE. NOTE THAT PAVEMENT SUBBASE MAY BE PART OF THE 'D' LAYER	N/A	PREPARE PER SITE DESIGN ENGINEER'S PLANS. PAVED INSTALLATIONS MAY HAVE STRINGENT MATERIAL AND PREPARATION REQUIREMENTS.
C	INITIAL FILL: FILL MATERIAL FOR LAYER 'C' STARTS FROM THE TOP OF THE EMBEDMENT STONE ('B' LAYER) TO 18" (450 mm) ABOVE THE TOP OF THE CHAMBER. NOTE THAT PAVEMENT SUBBASE MAY BE A PART OF THE 'C' LAYER.	AASHTO M145 ¹ A-1, A-2-4, A-3 OR AASHTO M43 ¹ 3, 357, 4, 467, 5, 56, 57, 6, 67, 68, 7, 78, 8, 89, 9, 10	BEGIN COMPACTIONS AFTER 12" (300 mm) OF MATERIAL OVER THE CHAMBERS IS REACHED. COMPACT ADDITIONAL LAYERS IN 6" (150 mm) MAX LIFTS TO A MIN. 95% PROCTOR DENSITY FOR WELL GRADED MATERIAL AND 95% RELATIVE DENSITY FOR PROCESSED AGGREGATE MATERIALS. ROLLER GROSS VEHICLE WEIGHT NOT TO EXCEED 12,000 lbs (53 kN). DYNAMIC FORCE NOT TO EXCEED 20,000 lbs (89 kN).
B	EMBEDMENT STONE: FILL SURROUNDING THE CHAMBERS FROM THE FOUNDATION STONE ('A' LAYER) TO THE 'C' LAYER ABOVE.	AASHTO M43 ¹ 3, 357, 4, 467, 5, 56, 57	NO COMPACTION REQUIRED.
A	FOUNDATION STONE: FILL BELOW CHAMBERS FROM THE SUBGRADE UP TO THE FOOT (BOTTOM) OF THE CHAMBER.	AASHTO M43 ¹ 3, 357, 4, 467, 5, 56, 57	PLATE COMPACT OR ROLL TO ACHIEVE A FLAT SURFACE. ^{2 3}

PLEASE NOTE:

- THE LISTED AASHTO DESIGNATIONS ARE FOR GRADATIONS ONLY. THE STONE MUST ALSO BE CLEAN, CRUSHED, ANGULAR. FOR EXAMPLE, A SPECIFICATION FOR #4 STONE WOULD STATE: "CLEAN, CRUSHED, ANGULAR NO. 4 (AASHTO M43) STONE".
- STORMTECH COMPACTION REQUIREMENTS ARE MET FOR 'A' LOCATION MATERIALS WHEN PLACED AND COMPACTED IN 6" (150 mm) (MAX) LIFTS USING TWO FULL COVERAGES WITH A VIBRATORY COMPACTOR.
- WHERE INFILTRATION SURFACES MAY BE COMPROMISED BY COMPACTION, FOR STANDARD DESIGN LOAD CONDITIONS, A FLAT SURFACE MAY BE ACHIEVED BY RAKING OR DRAGGING WITHOUT COMPACTION EQUIPMENT. FOR SPECIAL LOAD DESIGNS, CONTACT STORMTECH FOR COMPACTION REQUIREMENTS.



NOTES:

- SC-740 CHAMBERS SHALL CONFORM TO THE REQUIREMENTS OF ASTM F2418 "STANDARD SPECIFICATION FOR POLYPROPYLENE (PP) CORRUGATED WALL STORMWATER COLLECTION CHAMBERS", OR ASTM F2922 "STANDARD SPECIFICATION FOR POLYETHYLENE (PE) CORRUGATED WALL STORMWATER COLLECTION CHAMBERS".
- SC-740 CHAMBERS SHALL BE DESIGNED IN ACCORDANCE WITH ASTM F2787 "STANDARD PRACTICE FOR STRUCTURAL DESIGN OF THERMOPLASTIC CORRUGATED WALL STORMWATER COLLECTION CHAMBERS".
- "ACCEPTABLE FILL MATERIALS" TABLE ABOVE PROVIDES MATERIAL LOCATIONS, DESCRIPTIONS, GRADATIONS, AND COMPACTION REQUIREMENTS FOR FOUNDATION, EMBEDMENT, AND FILL MATERIALS.
- THE "SITE DESIGN ENGINEER" REFERS TO THE ENGINEER RESPONSIBLE FOR THE DESIGN AND LAYOUT OF THE STORMTECH CHAMBERS FOR THIS PROJECT.
- THE SITE DESIGN ENGINEER IS RESPONSIBLE FOR ASSESSING THE BEARING RESISTANCE (ALLOWABLE BEARING CAPACITY) OF THE SUBGRADE SOILS AND THE DEPTH OF FOUNDATION STONE WITH CONSIDERATION FOR THE RANGE OF EXPECTED SOIL MOISTURE CONDITIONS.
- PERIMETER STONE MUST BE EXTENDED HORIZONTALLY TO THE EXCAVATION WALL FOR BOTH VERTICAL AND SLOPED EXCAVATION WALLS.
- ONCE LAYER 'C' IS PLACED, ANY SOIL/MATERIAL CAN BE PLACED IN LAYER 'D' UP TO THE FINISHED GRADE. MOST PAVEMENT SUBBASE SOILS CAN BE USED TO REPLACE THE MATERIAL REQUIREMENTS OF LAYER 'C' OR 'D' AT THE SITE DESIGN ENGINEER'S DISCRETION.

SC-740	STANDARD CROSS SECTION	DATE: 11/18/14	DRAWN: JLM
		PROJECT #:	CHECKED: JLM

DESCRIPTION	CHK	DRW	REV

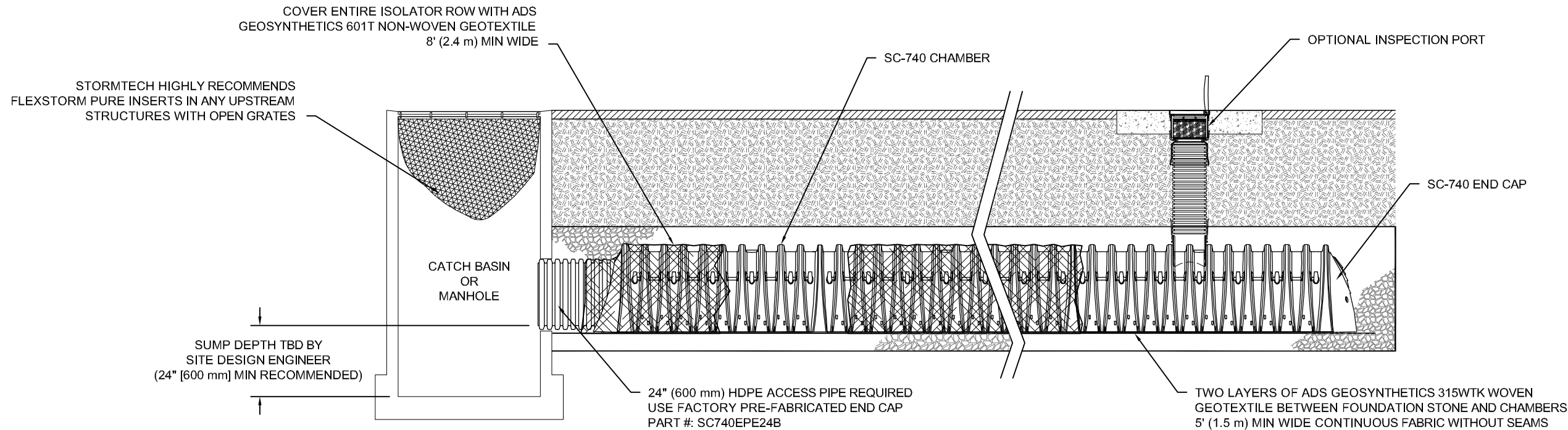
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HILLIARD, OH 43026
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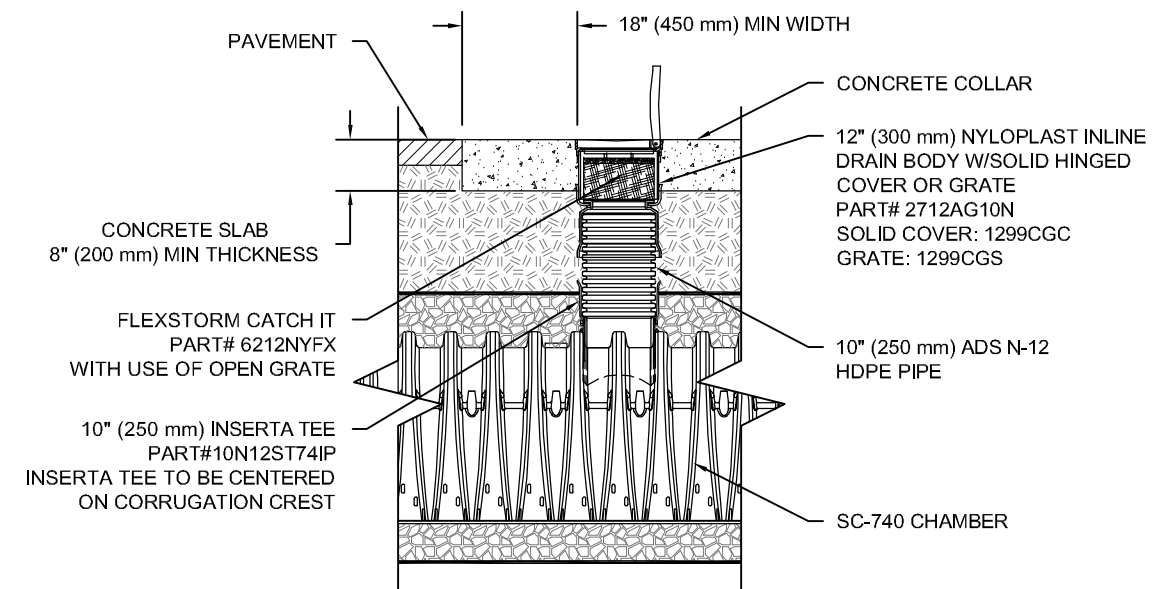
SC-740 ISOLATOR ROW DETAIL
NTS

INSPECTION & MAINTENANCE

- STEP 1) INSPECT ISOLATOR ROW FOR SEDIMENT
- A. INSPECTION PORTS (IF PRESENT)
 - A.1. REMOVE/OPEN LID ON NYLOPLAST INLINE DRAIN
 - A.2. REMOVE AND CLEAN FLEXSTORM FILTER IF INSTALLED
 - A.3. USING A FLASHLIGHT AND STADIA ROD, MEASURE DEPTH OF SEDIMENT AND RECORD ON MAINTENANCE LOG
 - A.4. LOWER A CAMERA INTO ISOLATOR ROW FOR VISUAL INSPECTION OF SEDIMENT LEVELS (OPTIONAL)
 - A.5. IF SEDIMENT IS AT, OR ABOVE, 3" (80 mm) PROCEED TO STEP 2. IF NOT, PROCEED TO STEP 3.
 - B. ALL ISOLATOR ROWS
 - B.1. REMOVE COVER FROM STRUCTURE AT UPSTREAM END OF ISOLATOR ROW
 - B.2. USING A FLASHLIGHT, INSPECT DOWN THE ISOLATOR ROW THROUGH OUTLET PIPE
 - i) MIRRORS ON POLES OR CAMERAS MAY BE USED TO AVOID A CONFINED SPACE ENTRY
 - ii) FOLLOW OSHA REGULATIONS FOR CONFINED SPACE ENTRY IF ENTERING MANHOLE
 - B.3. IF SEDIMENT IS AT, OR ABOVE, 3" (80 mm) PROCEED TO STEP 2. IF NOT, PROCEED TO STEP 3.
- STEP 2) CLEAN OUT ISOLATOR ROW USING THE JETVAC PROCESS
- A. A FIXED CULVERT CLEANING NOZZLE WITH REAR FACING SPREAD OF 45" (1.1 m) OR MORE IS PREFERRED
 - B. APPLY MULTIPLE PASSES OF JETVAC UNTIL BACKFLUSH WATER IS CLEAN
 - C. VACUUM STRUCTURE SUMP AS REQUIRED
- STEP 3) REPLACE ALL COVERS, GRATES, FILTERS, AND LIDS; RECORD OBSERVATIONS AND ACTIONS.
- STEP 4) INSPECT AND CLEAN BASINS AND MANHOLES UPSTREAM OF THE STORMTECH SYSTEM.

NOTES

1. INSPECT EVERY 6 MONTHS DURING THE FIRST YEAR OF OPERATION. ADJUST THE INSPECTION INTERVAL BASED ON PREVIOUS OBSERVATIONS OF SEDIMENT ACCUMULATION AND HIGH WATER ELEVATIONS.
2. CONDUCT JETTING AND VACTORING ANNUALLY OR WHEN INSPECTION SHOWS THAT MAINTENANCE IS NECESSARY.




SC-740 INSPECTION PORT DETAIL
NTS

SC-740 ISOLATOR ROW DETAILS		DATE:	11/18/14	DRAWN:	JLM
		PROJECT #:		CHECKED:	JLM
REV	DESCRIPTION	CHK	DRW	REV	



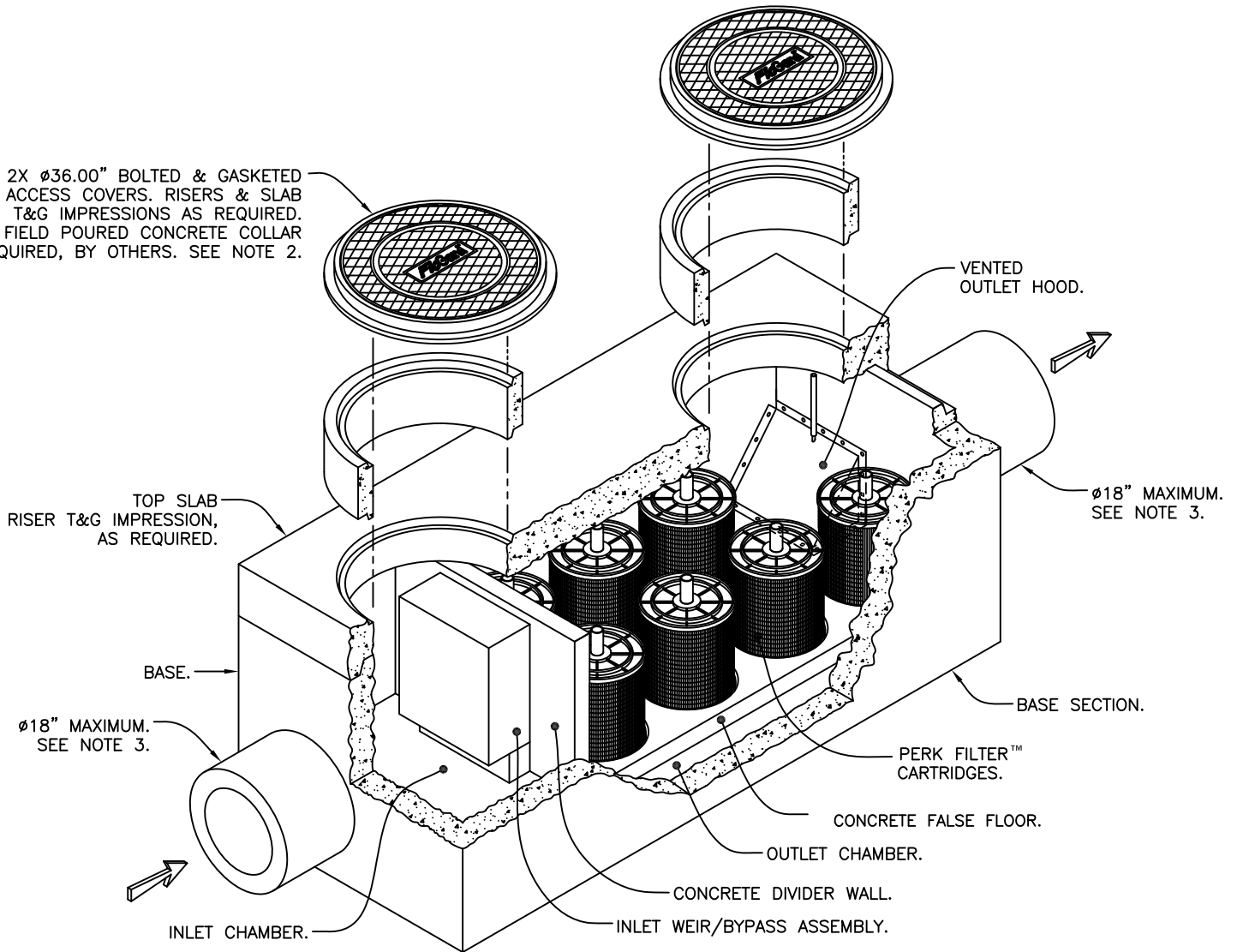
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2X Ø36.00" BOLTED & GASKETED ACCESS COVERS. RISERS & SLAB T&G IMPRESSIONS AS REQUIRED. FIELD POURED CONCRETE COLLAR REQUIRED, BY OTHERS. SEE NOTE 2.



Notes:

1. Precast concrete structure shall be manufactured in accordance with ASTM Designation C857 and C858.
2. Filter system shall be supplied with traffic rated (H20) bolted & gasketed Ø36" circular access covers with risers as required. Shallow applications may require configurations with (H20) bolted & gasketed square/rectangular access hatches. Field poured concrete collars required, by others.
3. Inlet & outlet pipe(s) (Ø 18" maximum) may enter device on all three sides of the inlet & outlet chambers respectively.
4. Inlet chamber shall be supplied with a drain-down device designed to remove standing water between storm events.
5. For depths less than specified minimums contact Oldcastle® Stormwater Solutions for engineering assistance.



PerkFilter™

4' Wide Concrete Vault

Three to Eight Cartridges / Stacks

Media Filtration



Oldcastle Infrastructure™

A CRH COMPANY

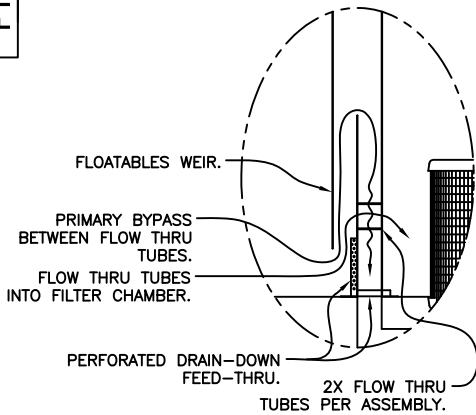
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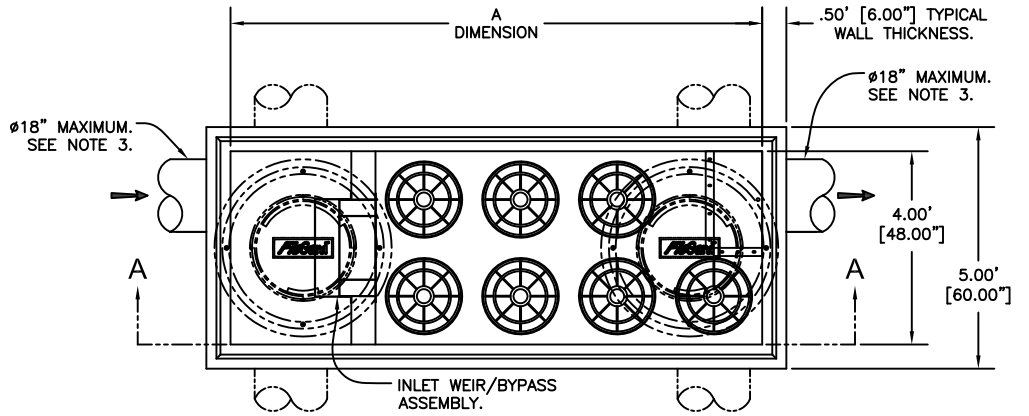
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DATE CJS 6/17/20

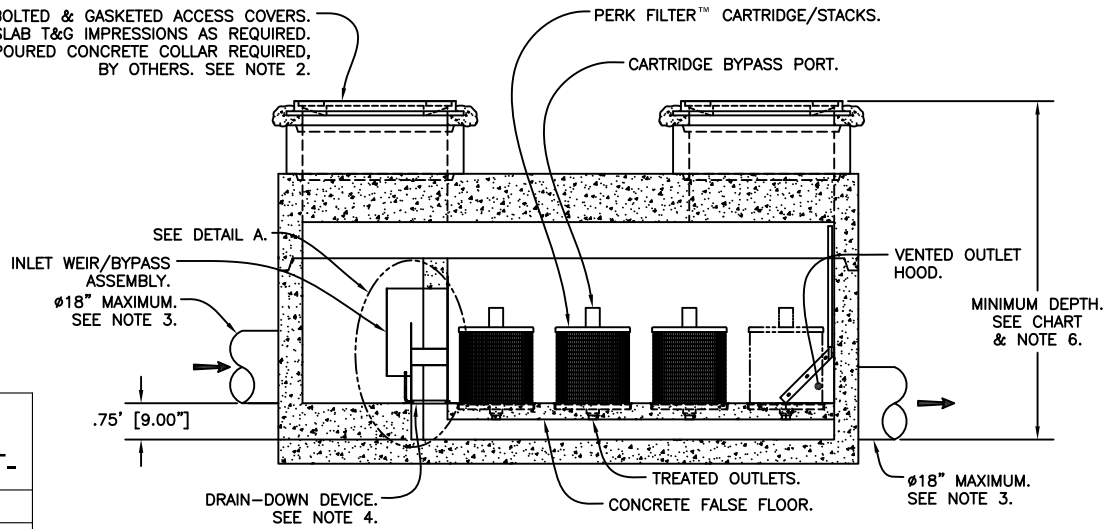
SHEET 1 OF 2



DETAIL A
 INLET WEIR/BYPASS ASSEMBLY
 & DRAIN-DOWN.
 SCALE: NONE



2X $\phi 36.00$ " BOLTED & GASKETED ACCESS COVERS.
 RISERS & SLAB T&G IMPRESSIONS AS REQUIRED.
 FIELD POURED CONCRETE COLLAR REQUIRED,
 BY OTHERS. SEE NOTE 2.



SECTION A-A

MINIMUM DEPTH -RIM TO OUTLET INVERT-			
CARTRIDGE STACK CONFIGURATION			
12"	18"	12" + 12"	12" + 18"
4.25'	5.00'	5.92'	6.67'

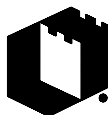
4' VAULT TREATMENT FLOW RATES, TOTAL FLOW CAPACITIES & MAXIMUM HEAD LOSS									
CARTRIDGE STACK QUANTITY	A DIMENSION -LENGTH- (ID - FT)	CARTRIDGE STACK CONFIGURATION							
		12"		18"		12" + 12"		12" + 18"	
		TREATMENT FLOW RATE (GPM / CFS)	TOTAL FLOW CAPACITY (CFS)	TREATMENT FLOW RATE (GPM / CFS)	TOTAL FLOW CAPACITY (CFS)	TREATMENT FLOW RATE (GPM / CFS)	TOTAL FLOW CAPACITY (CFS)	TREATMENT FLOW RATE (GPM / CFS)	TOTAL FLOW CAPACITY (CFS)
3	8	36 / 0.08	2.9	54 / 0.12	4.3	72 / 0.16	5.0	90 / 0.20	6.7
4	8	48 / 0.11	2.9	72 / 0.16	4.4	96 / 0.21	5.0	120 / 0.27	6.8
5	12	60 / 0.13	2.9	90 / 0.20	4.4	120 / 0.27	5.1	150 / 0.33	6.8
6	12	72 / 0.16	3.0	108 / 0.24	4.5	144 / 0.32	5.1	180 / 0.40	6.9
7	12	84 / 0.19	3.0	126 / 0.28	4.5	168 / 0.37	5.2	210 / 0.47	7.0
8	12	96 / 0.21	3.0	144 / 0.32	4.5	192 / 0.43	5.2	240 / 0.53	7.0
MAXIMUM HEAD LOSS		1.7 FT		2.3 FT		2.9 FT		3.5 FT	



PerkFilter™
 4' Wide Concrete Vault

Media
Filtration

Three to Eight Cartridges / Stacks

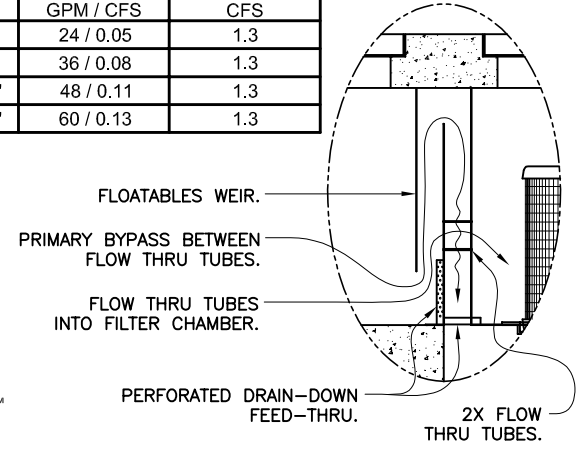
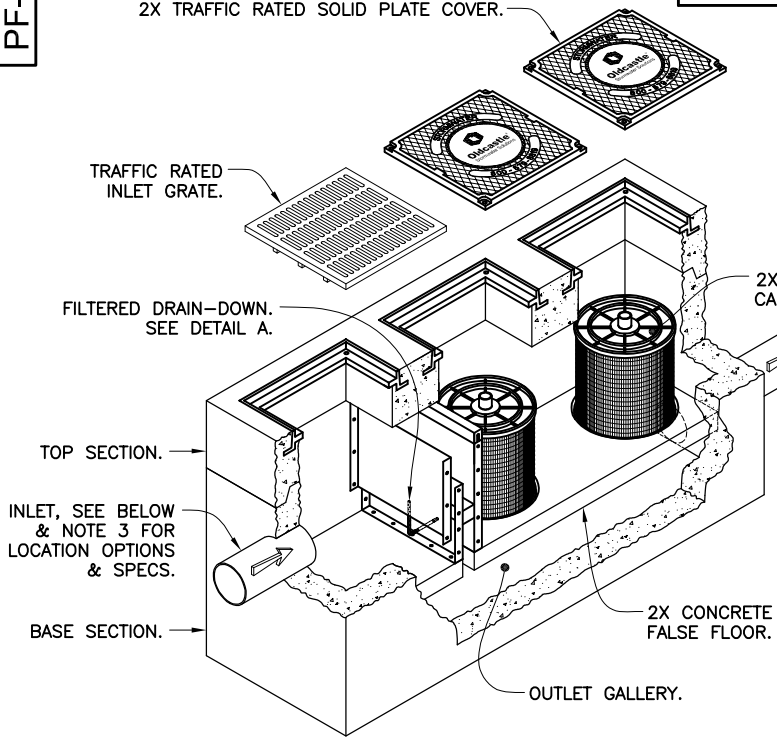


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DRAWING NO. PF-V-4-0001	REV F	DATE CJS 6/17/20	SHEET 2 OF 2
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	CARTRIDGE SIZE	TREATMENT FLOW RATE GPM / CFS	TOTAL FLOW CAPACITY CFS
	12.00"	24 / 0.05	1.3
	18.00"	36 / 0.08	1.3
STACKED	12.00" + 12.00"	48 / 0.11	1.3
STACKED	18.00" + 12.00"	60 / 0.13	1.3

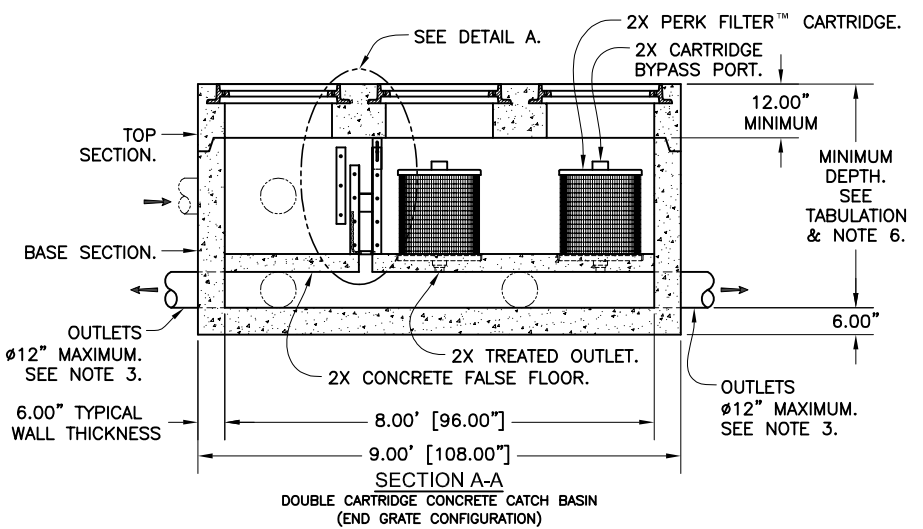
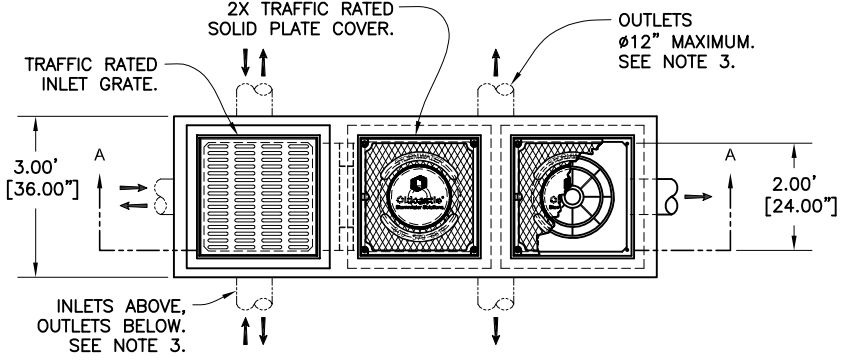


DETAIL A
INLET / BYPASS ASSEMBLY & DRAIN-DOWN SCALE: 2X

MINIMUM DEPTHS (SEE NOTE 6)				
CARTRIDGE SIZE	Ø 6.0" OUTLET PIPE (IN INCHES)	Ø 8.0" OUTLET PIPE (IN INCHES)	Ø 10.0" OUTLET PIPE (IN INCHES)	Ø 12.0" OUTLET PIPE (IN INCHES)
12.00"	39	41	43	45
18.00"	46	48	50	52
STACKED	12.00" + 12.00"	56	58	62
STACKED	18.00" + 12.00"	63	65	69

Notes:

1. Precast concrete structure shall be manufactured in accordance with ASTM Designation C857 and C858.
2. Perk Filter™ Catch basin shall be supplied with traffic rated (H20) bicycle-proof grates and solid plate cover.
3. Inlet pipe(s) may enter device on three sides of the inlet chamber. Outlet pipe(s) may exit on all four sides. All pipe is Ø 12" maximum.
4. Inlet chamber shall be supplied with a drain-down device designed to remove standing water between storm events.
5. Perk Filter™ cartridge shall be maintained in accordance with manufacturer recommendations.
6. For depths less than the specified minimum contact Oldcastle® Stormwater Solutions for engineering assistance.



Perk Filter™
Concrete Catch Basin
Double Cartridge
(End Grate Configuration)



Oldcastle®
Stormwater Solutions

7921 Southpark Plaza, Suite 200 | Littleton, CO | 80120 | Ph: 800.579.8819 | oldcastlestormwater.com
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Appendix H

Maintenance Requirements

**Save Valuable Land and
Protect Water Resources**



Isolator[®] Row O&M Manual
StormTech[®] Chamber System for Stormwater Management

1.0 The Isolator[®] Row

1.1 INTRODUCTION

An important component of any Stormwater Pollution Prevention Plan is inspection and maintenance. The StormTech Isolator Row is a patented technique to inexpensively enhance Total Suspended Solids (TSS) removal and provide easy access for inspection and maintenance.



Looking down the Isolator Row from the manhole opening, woven geotextile is shown between the chamber and stone base.

1.2 THE ISOLATOR ROW

The Isolator Row is a row of StormTech chambers, either SC-310, SC-310-3, SC-740, DC-780, MC-3500 or MC-4500 models, that is surrounded with filter fabric and connected to a closely located manhole for easy access. The fabric-wrapped chambers provide for settling and filtration of sediment as storm water rises in the Isolator Row and ultimately passes through the filter fabric. The open bottom chambers and perforated sidewalls (SC-310, SC-310-3 and SC-740 models) allow storm water to flow both vertically and horizontally out of the chambers. Sediments are captured in the Isolator Row protecting the storage areas of the adjacent stone and chambers from sediment accumulation.

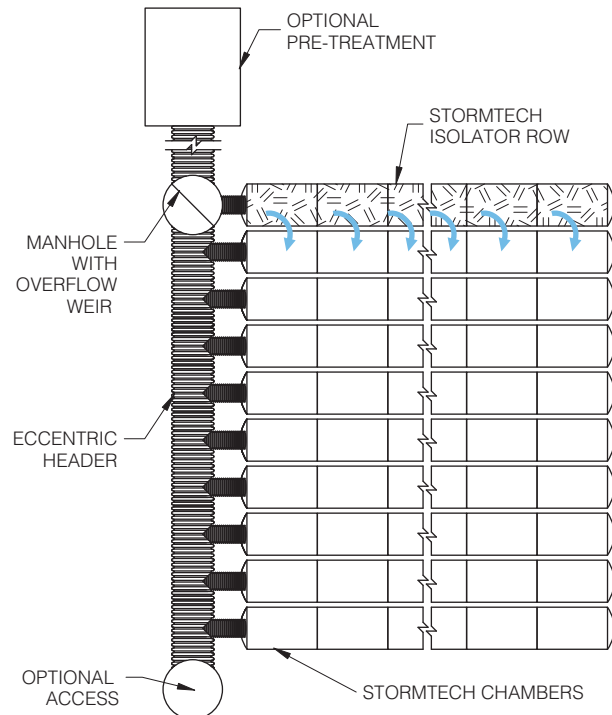
Two different fabrics are used for the Isolator Row. A woven geotextile fabric is placed between the stone and the Isolator Row chambers. The tough geotextile provides a media for storm water filtration and provides a durable surface for maintenance operations. It is also designed to prevent scour of the underlying stone and remain intact during high pressure jetting. A non-woven fabric is placed over the chambers to provide a filter media for flows passing through the perforations in the sidewall of the chamber. The non-woven fabric is not required over the DC-780, MC-3500 or MC-4500 models as these chambers do not have perforated side walls.

The Isolator Row is typically designed to capture the “first flush” and offers the versatility to be sized on a volume basis or flow rate basis. An upstream manhole not only provides access to the Isolator Row but typically includes a high flow weir such that storm water flowrates or volumes that exceed the capacity of the Isolator Row overtop the over flow weir and discharge through a manifold to the other chambers.

The Isolator Row may also be part of a treatment train. By treating storm water prior to entry into the chamber system, the service life can be extended and pollutants such as hydrocarbons can be captured. Pre-treatment best management practices can be as simple as deep sump catch basins, oil-water separators or can be innovative storm water treatment devices. The design of the treatment train and selection of pretreatment devices by the design engineer is often driven by regulatory requirements. Whether pretreatment is used or not, the Isolator Row is recommended by StormTech as an effective means to minimize maintenance requirements and maintenance costs.

Note: See the StormTech Design Manual for detailed information on designing inlets for a StormTech system, including the Isolator Row.

StormTech Isolator Row with Overflow Spillway (not to scale)



2.0 Isolator Row Inspection/Maintenance

2.1 INSPECTION

The frequency of Inspection and Maintenance varies by location. A routine inspection schedule needs to be established for each individual location based upon site specific variables. The type of land use (i.e. industrial, commercial, residential), anticipated pollutant load, percent imperviousness, climate, etc. all play a critical role in determining the actual frequency of inspection and maintenance practices.

At a minimum, StormTech recommends annual inspections. Initially, the Isolator Row should be inspected every 6 months for the first year of operation. For subsequent years, the inspection should be adjusted based upon previous observation of sediment deposition.

The Isolator Row incorporates a combination of standard manhole(s) and strategically located inspection ports (as needed). The inspection ports allow for easy access to the system from the surface, eliminating the need to perform a confined space entry for inspection purposes.

If upon visual inspection it is found that sediment has accumulated, a stadia rod should be inserted to determine the depth of sediment. When the average depth of sediment exceeds 3 inches throughout the length of the Isolator Row, clean-out should be performed.

2.2 MAINTENANCE

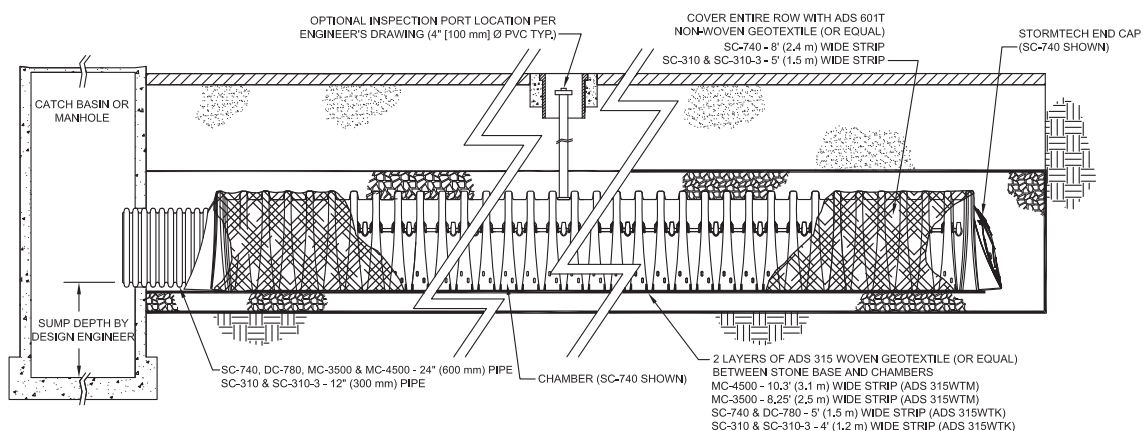
The Isolator Row was designed to reduce the cost of periodic maintenance. By “isolating” sediments to just one row, costs are dramatically reduced by eliminating the need to clean out each row of the entire storage bed. If inspection indicates the potential need for maintenance, access is provided via a manhole(s) located on the end(s) of the row for cleanout. If entry into the manhole is required, please follow local and OSHA rules for a confined space entries.



Examples of culvert cleaning nozzles appropriate for Isolator Row maintenance. (These are not StormTech products.)

Maintenance is accomplished with the JetVac process. The JetVac process utilizes a high pressure water nozzle to propel itself down the Isolator Row while scouring and suspending sediments. As the nozzle is retrieved, the captured pollutants are flushed back into the manhole for vacuuming. Most sewer and pipe maintenance companies have vacuum/JetVac combination vehicles. Selection of an appropriate JetVac nozzle will improve maintenance efficiency. Fixed nozzles designed for culverts or large diameter pipe cleaning are preferable. Rear facing jets with an effective spread of at least 45” are best. Most JetVac reels have 400 feet of hose allowing maintenance of an Isolator Row up to 50 chambers long. **The JetVac process shall only be performed on StormTech Isolator Rows that have AASHTO class 1 woven geotextile (as specified by StormTech) over their angular base stone.**

StormTech Isolator Row (not to scale)



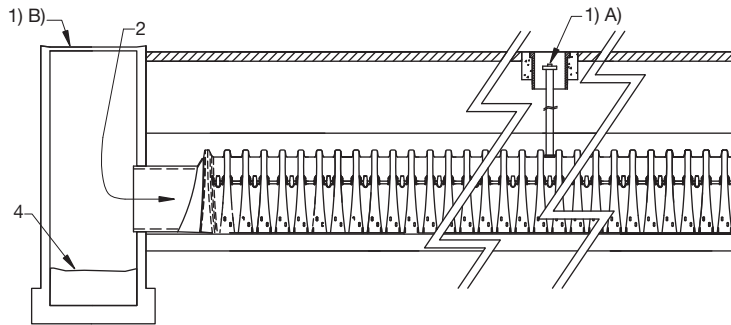
NOTE: NON-WOVEN FABRIC IS ONLY REQUIRED OVER THE INLET PIPE CONNECTION INTO THE END CAP FOR DC-780, MC-3500 AND MC-4500 CHAMBER MODELS AND IS NOT REQUIRED OVER THE ENTIRE ISOLATOR ROW.

3.0 Isolator Row Step By Step Maintenance Procedures

Step 1) Inspect Isolator Row for sediment

- A) Inspection ports (if present)
 - i. Remove lid from floor box frame
 - ii. Remove cap from inspection riser
 - iii. Using a flashlight and stadia rod, measure depth of sediment and record results on maintenance log.
 - iv. If sediment is at, or above, 3 inch depth proceed to Step 2. If not proceed to step 3.
- B) All Isolator Rows
 - i. Remove cover from manhole at upstream end of Isolator Row
 - ii. Using a flashlight, inspect down Isolator Row through outlet pipe
 1. Mirrors on poles or cameras may be used to avoid a confined space entry
 2. Follow OSHA regulations for confined space entry if entering manhole
 - iii. If sediment is at or above the lower row of sidewall holes (approximately 3 inches) proceed to Step 2. If not proceed to Step 3.

StormTech Isolator Row (not to scale)



Step 2) Clean out Isolator Row using the JetVac process

- A) A fixed culvert cleaning nozzle with rear facing nozzle spread of 45 inches or more is preferable
- B) Apply multiple passes of JetVac until backflush water is clean
- C) Vacuum manhole sump as required

Step 3) Replace all caps, lids and covers, record observations and actions

Step 4) Inspect & clean catch basins and manholes upstream of the StormTech system

Sample Maintenance Log

Date	Stadia Rod Readings		Sediment Depth (1) - (2)	Observations/Actions	Inspector
	Fixed point to chamber bottom (1)	Fixed point to top of sediment (2)			
3/15/01	6.3 ft.	none		New installation. Fixed point is CI frame at grade	djm
9/24/01		6.2	0.1 ft.	Some grit felt	sm
6/20/03		5.8	0.5 ft.	Mucky feel, debris visible in manhole and in Isolator row, maintenance due	rv
7/7/03	6.3 ft.		0	System jetted and vacuumed	djm



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 Stormtech® and the Isolator® Row are registered trademarks of StormTech, Inc.
 Green Building Council Member logo is a registered trademark of the U.S. Green Building Council.

Appendix I

Geotechnical Report (Separate PDF)

AFTER RECORDING RETURN TO:
Mark A. Manulik
Schwabe Williamson & Wyatt PC
1211 S.W. Fifth Ave., Suite 1800
Portland, OR 97204

Washington County, Oregon **2017-059133**
D-E
Stn=0 M LOPEZ **07/26/2017 03:13:57 PM**
\$115.00 \$5.00 \$11.00 \$5.00 \$20.00 **\$156.00**

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

DECLARATION OF EASEMENTS AND RESTRICTIVE COVENANTS

This Declaration is made and entered into effective as of July 25, 2017 (the "Effective Date"), by and among DD Sherwood One, LLC, an Oregon limited liability company ("Deacon"), Providence Health & Services-Oregon, an Oregon nonprofit corporation ("Providence"), and Quarto, LLC, an Oregon limited liability company ("Rembold"). Deacon, Providence and Rembold are sometimes referred to collectively as the "Parties" and singly as a "Party."

Recitals

Deacon owns fee title to the parcel of real property described in Exhibit A (the "Deacon Tract"). Providence owns fee simple title to the parcel of land described in Exhibit B (the "Providence Tract"). Rembold owns fee simple title to the parcel of land described in Exhibit C (the "Rembold Tract"). The Deacon, Providence and Rembold Tracts are collectively referred to herein as the "Property". The Parties desire to impose restrictive covenants on the Property and to dedicate certain private easements for common use by owners and tenants of the Property.

Declaration

Therefore, in consideration of the premises and to facilitate the use and development of the Property, the Parties (i) hereby impose the following covenants, conditions, restrictions and easements upon the Property, all of which shall run with the land comprising the Property, constitute equitable servitudes against the Property and be binding upon each owner of the Property or any part thereof or interest therein, and (ii) declare that the Property and any improvements constructed or to be constructed thereon shall be subject to the provisions of this Declaration and shall be held, sold, transferred, conveyed, used, occupied and mortgaged subject to this Declaration:

1. **Definitions.** As used herein, the following terms shall have the designated meanings:

1.1 "**Applicable Law**" shall mean all laws and regulations applicable to the Property from time to time.

1.2 **“Capital Expenditures”** shall mean any expense incurred with respect to the maintenance and operation of the Private Roadway after completion of its initial construction which is characterized as a capital repair or replacement under generally accepted accounting principles.

1.3 **“City”** shall mean the City of Sherwood, Oregon.

1.4 **“Default Rate”** shall mean eight percent (8%) per annum or the maximum rate permitted to be charged by Applicable Law, whichever is lesser.

1.5 **“Development Agreement”** shall mean the Development Agreement dated January 24, 2017, entered into by the Parties, pertaining to, among other things, the development and construction of certain infrastructure and other improvements to serve the Property.

1.6 **“Environmental Law”** shall mean all Federal, Oregon and local statutes, laws, codes, rules, regulations, ordinances, orders and decrees pertaining to the protection of any aspect of human health or the environment that are now or hereafter applicable to the Property, including (without limitation), the Clean Water Act, the Rivers and Harbors Act, the Coastal Zone Management Act, the Comprehensive Environmental Response, Compensation and Liability Act, the Resource Conservation and Recovery Act of 1976, the Toxic Substances Control Act, the Hazardous Materials Transportation Act, all as amended, and any other statutes, regulations and ordinances which pertain to the protection of human health or animal habitat, environmentally sensitive areas or the quality, use or condition of air, soil, water, shorelines or wetlands.

1.7 **“Hazardous Materials”** shall mean all hazardous, toxic, infectious or radioactive substances, wastes or materials listed, defined or regulated by any Environmental Law, and specifically shall include (without limitation) petroleum, oil and its fractions, asbestos, urea-formaldehyde, radon, polychloribiphenyls, air pollution and any other hazardous, toxic or dangerous waste, substance or material.

1.8 **“Improvements”** shall mean any building, garage, storage building, driveway, parking area, fence, retaining wall, stairway, deck, loading dock, sign, or other man-made above ground or subterranean structure erected on the Property from time to time.

1.9 **“Occupant”** shall mean the occupant of a Tract or part thereof who may be the Owner of the Tract or a tenant or other person authorized by the Owner to occupy the Tract or a part thereof.

1.10 **“Owners”** shall mean the current owners of fee simple title to the Property, and each subsequent owner of fee title to the Property or any part thereof, including vendees holding title under a recorded land sale contract and each owner of fee title to any subdivided lot or parcel of land that may be created from the Property from time to time; a mortgagee or contract vendor whose interest in the Property is held as security for the

performance of an obligation shall not be deemed to be an "Owner" for purposes hereof until such time as fee title to the subject portion of the Property is fully vested in the vendor or mortgagee by operation of a foreclosure, trustee's sale, deed in lieu of foreclosure, forfeiture of a land sale contract or any like event.

1.11 "**Parking Facilities**" shall mean the parking areas and facilities constructed upon and serving each Tract from time to time.

1.12 "**Plans**" shall mean the final plans and specifications for construction of the Private Roadway approved by the City.

1.13 "**Private Roadway**" shall mean the roadway and curb cuts identified on the Site Plan as the "Private Roadway" to be constructed upon the Property for use as a means of pedestrian and vehicular access over and across the Property and ingress and egress to abutting public rights of way.

1.14 "**Records**" shall mean the Official Records of Washington County, Oregon.

1.15 "**Site Plan**" shall mean the site plan for the Property attached hereto as Exhibit D.

1.16 "**Tract**" or "**Tracts**" shall mean each or all of the Deacon Tract, the Providence Tract, and the Rembold Tract, as the context may require.

1.17 "**Users**" shall mean the Owners and Occupants and their respective officers, employees, agents, licensees, contractors, tenants, subtenants, guests and invitees; and any emergency personnel performing emergency services (such as fire department and ambulance service employees).

Other words and phrases defined herein shall have the meanings attributed to them elsewhere in this Declaration.

2. **Easements.**

2.1 **Dedication.** The Parties hereby dedicate and impose perpetual, nonexclusive, private easements (the "Easements") upon (i) the Private Roadway to be used by the Users as a means of pedestrian and vehicular ingress and egress to and from the Property and the Improvements and abutting public rights of way, and (ii) the Parking Facilities for the parking of motor vehicles by guests, patrons and invitees of Owners and Occupants of the Property (Owners, residents of the Property, tenants of the Property, the employees of such tenants and Owners, and contractors and agents of such tenants and Owners being required to park in the Parking Facilities situated on the Tract owned by the applicable Owner or upon which the premises of the applicable tenant are situated). To the extent that the depiction of the Private Roadway set forth on the Site Plan varies by a de minimis amount from its actual location as

constructed, the location of the Private Roadway as constructed shall supersede and replace the description set forth in the Site Plan. Any Party may require the other Parties to amend this Declaration to substitute an accurate description of the Private Roadway in the event of a discrepancy between the depiction of the Private Roadway shown on the Site Plan and the actual location of the Private Roadway as constructed. For purposes of this provision, a "de minimis" change shall mean the movement of a boundary of the Private Roadway by two (2) feet or less so long as such change would not operate to create an encroachment upon the Private Roadway by existing Improvements.

2.2 Other Uses of Private Roadway. Each Owner may construct underground utility lines and cables in, upon or under the portion of the Private Roadway crossing the portion of the Property owned by such Owner (an "Owner's Tract"), and otherwise use such land in any reasonable fashion at any time and from time to time (any such use of the Private Roadway is hereinafter referred to as a "Permitted Use"), provided that (a) continuous access over and across the Private Roadway for vehicular and pedestrian traffic and the other uses and maintenance rights as contemplated by this Declaration are not materially diminished or inhibited by reason of the Permitted Use in question; (b) no structures are installed on the surface of the Private Roadway other than driveways, driveway aprons, curbs, and other improvements contemplated by the Plans; (c) all work undertaken upon the Private Roadway is performed in accordance with the requirements of Applicable Laws; (d) the Permitted Use to be undertaken is performed without cost or expense to any other Owner; and (e) the Private Roadway is restored to the condition it was in prior to the exercise of these rights, promptly after completion of the work. If restoration and repair work performed by any party under Subsection 2.2(e) proves to be defective within two (2) years after its completion, such party shall be obligated to correct the defects.

2.3 Easements Appurtenant. The Easements shall be appurtenant to and for the benefit of the Property and any subdivision, lot or parcel created out of the Property from time to time. Any conveyance of fee title to any portion of the Property shall include a conveyance of the Easements, regardless of whether the Easements are specifically identified in the instrument of conveyance.

2.4 Barriers. Except as incident to development or construction activities undertaken on the Property, no walls, fences or barriers of any kind shall be constructed or erected on the Private Roadway which would prevent or impair the use or exercise of any of the rights created in this Declaration or the free access and movement of pedestrian and vehicular traffic as contemplated by this Declaration, other than the Improvements contemplated by the Plans. No vehicles shall be parked on the Private Roadway except temporary parking required for construction or repair of the Private Roadway. Reasonable traffic control signals and devices may be installed and operated so long as use of the Private Roadway is not closed or blocked and traffic circulation patterns are not materially impaired.

2.5 Title Exceptions. The Easements are dedicated by the Parties subject to all exceptions to title, encumbrances and other matters of any nature on file or of record in the

Records, to the extent that such matters are valid, subsisting and affect the properties covered by the Easements.

2.6 **Parking Limitations.** Each Tract shall be developed to provide adequate parking for employees and invitees to the applicable Tract, as well as loading and delivery facilities to accommodate all operations for uses relating to such Tract. The Owner of each Tract shall be responsible for providing Parking Facilities to serve its Tract which will allow the Property to remain in compliance with all Applicable Laws in effect from time to time. If parking requirements increase as a result of any change in use or expansions of an existing use, then the Owner undertaking any of such changes shall provide such additional parking as may be necessary to meet the requirements of this provision.

3. **Maintenance of Private Roadway; Lighting.** Each Owner shall be responsible to maintain and repair, as necessary, the portion of the Private Roadway crossing such Owner's Tract, including sweeping, snow removal and restriping but excluding maintenance and repairs which constitute Capital Expenditures. Such maintenance and repairs to be completed by each Owner shall be consistent with the standards of maintenance and repair established by the City, if any, and the first class standards of maintenance and repair applicable to other developments situated in Washington County, Oregon, which are similar to the Improvements; provided, however, that each Owner shall be responsible for repairing any damage to the Private Roadway caused by the negligence of such Owner or any User claiming rights of use by, through or under such Owner. To manage any Capital Expenditures required to be made from time to time with respect to the Private Roadway, a maintenance director (the "Maintenance Director") shall manage and supervise the work to be performed to complete such Capital Expenditures. The initial Maintenance Director and any replacement thereof shall be appointed by Providence or its successor in ownership of the Providence Tract. If Providence fails to designate a Maintenance Director or fails to take commercially reasonable action to cause the designated Maintenance Director to perform its duties hereunder within fifteen (15) business days after written notice from the Owners of the Deacon and Rembold Tracts, then the Owners of the Deacon and Rembold Tracts shall be entitled to appoint a substitute Maintenance Director. If, as and when any Capital Expenditures are required to be undertaken with respect to the Private Roadway, the Maintenance Director shall arrange for a qualified contractor to submit a guaranteed maximum price contract with design specifications for the work to be performed (a "Contract"). The Contract shall be subject to the review and approval of each Owner. If any Owner has objections to any terms of the Contract, then such Owner shall provide a reasonably detailed explanation of its concerns to the other Owners within ten (10) days of receipt of a copy of the Contract; any failure to respond to a draft of the Contract within such 10-day period shall be deemed approval of the Contract by the applicable Owner. If the objections of any Owner are not resolved, then the Owners of two of the Tracts may elect to proceed, and that election shall be binding upon all Owners. Each Owner shall be obligated to pay one-third (1/3) of the Capital Expenditures and any related costs associated with completion of work contemplated by a Contract, and to fund its respective share of such costs and expenses as and when required under the Contract. Any Capital Expenditures to be paid in connection with the Private Roadway shall be limited to work conducted within the Private Roadway, from curb to curb. Each Owner shall cause its Parking

Facilities and the portion of the Private Roadway abutting its Tract to remain lighted from dusk until dawn each day.

4. **Taxes.** Each Owner shall pay, when due and before delinquency, all real property taxes and assessments of any nature, whether special or general and whether now existing or hereafter arising, assessed against the portion of the Private Roadway situated on such Owner's Tract. Nothing contained herein shall prevent or prohibit a party from contesting any taxes or assessments levied so long as the contested tax or assessment is paid prior to the time that the affected interest may be subjected to a sale under applicable law by reason of the failure to pay the tax or assessment.

5. **[Intentionally Deleted].**

6. **Common Signage.** The Owners intend to construct, and use in common, three (3) monument or pylon signs (the "Monument Signs") to be located at the approximate locations designated on the Site Plan. The general design specifications for the Monument Signs and layout of the panels to be included thereon are set forth on Exhibit E. Deacon shall be solely responsible for the initial construction of the Monument Signs situated on each Tract. The Owner of each Tract upon which a Monument Sign is situated shall be solely responsible for the maintenance, repair and replacement of the Monument Sign situated on such Tract, and the lighting of such Monument Sign. Such maintenance, repair and replacement shall be completed in a first class manner consistent with other developments similar to the Improvements. Each Owner shall be entitled to install one (1) sign panel on each Monument advertising the business of such Owner conducted on its Tract. Nothing contained herein shall limit or preclude the right of each Owner to install additional signage on its Tract from time to time so long as such additional signage is constructed in compliance with all Applicable Laws and does not diminish the rights of the Parties to use the Monument Signs. Providence and Rembold hereby grant access to Deacon and its contractors and agents over and across their respective Tracts for purposes of completing the initial construction of the Monument Signs. The Owner benefitted by any sign panels installed in a Monument Sign shall be solely responsible for the initial fabrication and installation of such panels and for any maintenance and repairs required to be made to such panels from time to time. Each Owner hereby grants to the other Owners such access to the Monument Signs as may be reasonably necessary to complete installation, repairs and maintenance of the sign panels as contemplated herein.

7. **Use and Other Restrictions.**

7.1 **Governmental Restrictions.** All uses, occupancy, construction and other activities conducted on the Property shall conform and comply with all Applicable Laws. In the event any of the terms or conditions of this Declaration conflict with a more restrictive standard or requirement set by an Applicable Law, then the more restrictive standard shall control.

7.2 **Exclusive Uses.** So long as a medical office building and urgent care clinic are being operated on the Providence Tract, a hospital or urgent care clinic shall not be operated on the Deacon or Rembold Tracts; provided, however, that nothing contained herein

shall preclude a Party from allowing an Occupant of its Tract to provide medical services to residents and employees living or working on the Property or operating or allowing others to operate medical or dental offices which provide health care and services to customers. No hotel or other short-stay lodging shall be operated on the Rembold Tract so long as a hotel is operated on the Deacon Tract; provided, however, that this prohibition shall not preclude the owners of the Rembold Tract from using their Improvements to lodge senior housing tenants or hospital patients or employees. The Deacon Tract should not be used for any senior housing projects. The Rembold Tract shall not be used for the operating of a fitness facility open to the public similar to Planet Fitness, so long as a fitness facility is being operated on the Deacon Tract. If any exclusive use set forth herein is discontinued for a period in excess of one hundred eighty (180) days without cause (temporary closures by reason of the occurrence of a casualty or condemnation, to effect remodeling or by reason of the occurrence of an event of force majeure, shall be deemed a closure of the applicable business for "cause"), then the exclusive reserved herein with respect to that use shall lapse and be of no further force or effect.

7.3 Nuisances. No obnoxious, offensive or unsightly conditions or activities shall be permitted or conducted upon any of the Property, nor may any action be undertaken on the Property which may be or may become a nuisance. No use shall be conducted on a Tract, nor shall any material or products be manufactured, processed or stored thereon, which shall cause an undue fire or health hazard or which shall constitute a nuisance or which shall cause the emission of noxious odors, gases or smoke, or cause noise or other conditions that adversely impact other Occupants.

7.4 Hazardous Materials. No Owner, Occupant or User shall release, generate, use, store, dump, transport, handle or dispose of any Hazardous Material within the Property or otherwise permit the presence of any Hazardous Material on, under or about the Property, or transport any Hazardous Material to or from the Property except in strict compliance with all Environmental Laws. For the avoidance of doubt any Owner, Occupant or User of the Providence Tract shall be permitted to generate, use, store, handle and use Hazardous Material on the Providence Tract in connection with the the medical uses and services provided thereon in strict compliance with all Environmental Laws. Any Owner in breach or violation of this covenant, together with any Occupant of such Owner who may be in breach of such covenant, shall be obligated to jointly and severally indemnify, defend and hold the other Owners harmless from and against all claims, judgments, damages, penalties, fines, costs, losses, expenses and other liabilities (including attorney fees and court costs incurred by the indemnified Parties) arising from their breach of this covenant.

7.5 Prohibited Uses. The Property shall not be used for heavy industrial use; for operation of a billiard parlor, gaming hall or any establishment engaged in the business of selling, exhibiting or delivering pornographic or obscene materials; as a junk yard, gun range, gun shop, or flea market; as a cemetery or mortuary; as an establishment selling or dispensing marijuana or marijuana products; as an off-track betting parlor, recycling facility, stock yard or dry-cleaning facility or plant (pick-up and drop-off of dry cleaned clothing being permitted); as an adult entertainment facility or animal kennel; as a motor vehicle or boat dealership; as a repair

shop that stores vehicles outdoors; or as a body or fender shop or motor vehicle or boat storage facility; as a bingo hall, party room, amusement park, game arcade, skating rink or skate park. As used herein, the phrase "heavy industrial use" shall mean: (i) waste related businesses such as waste composting, energy recovery plants, and oil salvage businesses; (ii) industrial service businesses which handle or produce Hazardous Materials such as solid fuel yards, dry-cleaning plants, vehicle salvage and chemical production facilities; and (iii) manufacturing uses such as lumber mill, meat packing, steel production, concrete batching and asphalt mixing businesses.

7.6 **Open Burning.** No open burning of any type shall be conducted on the Property.

7.7 **[Intentionally Deleted].**

7.8 **Recreational Vehicles; Parking Restrictions.** Storage of boats, watercraft, trailers, recreational vehicles, truck campers and like equipment shall not be allowed on any part of the Property. Non-operable motor vehicles or vehicles in a state of disrepair may not be stored or allowed to remain parked upon the Property or any street for a period in excess of forty-eight (48) hours.

7.9 **Waste and Garbage Maintenance.** No part of the Property may be used or maintained as a dumping ground for rubbish, trash, garbage or any other waste. No garbage, trash or other waste may be kept on any part of the Property except in a sanitary container located within a building or within a trash enclosure hidden from view. All such waste and garbage must be promptly and periodically removed.

8. **Default/Remedies.** In the event any Owner defaults (a "Defaulting Owner") in the payment or performance of any of its obligations under this Declaration, or fails to comply with any covenant or restriction set forth herein, and fails to cure the default or breach prior to the expiration of fifteen (15) days after notice of the default is given to the Defaulting Owner, then the other Owners, or any of them, shall have the right, but not the obligation, to cure such default for the account of and at the expense of the Defaulting Owner; provided, however, that in the event of emergency conditions constituting default, the nondefaulting Owners shall have the right to cure such default upon such advance notice as is reasonably possible under the circumstances or, if necessary, without advance notice, so long as notice is given as soon as possible thereafter. Any notice hereunder shall specify with particularity the nature of the default claimed and shall set forth in detail the action which the party giving such notice proposes to take in order to cure the claimed default. To effectuate any such cure, the nondefaulting Owner or Owners shall have the right to enter upon the Tract of the Defaulting Owner to perform any necessary work or furnish any necessary materials or services to cure the default of the Defaulting Owner. If any Defaulting Owner fails to pay any sum of money due hereunder prior to the expiration of fifteen (15) days after written notice that the same is delinquent, then any Owner or group of Owners, at his or their option, may pay the deficiency for the account of such Defaulting Owner, and the Defaulting Owner shall pay the Owners who cured the deficiency the cost incurred by such Owners to cure the deficiency, plus interest thereon at the Default Rate from the date incurred until the date of repayment. Each Owner also

shall have the right to prosecute any proceedings at law or in equity against another Owner upon the violation or threatened violation of any provisions of this Declaration and to recover damages for any such violation or default or obtain injunctive relief without the necessity of proving the inadequacy of remedies at law. All costs and expenses reasonably incurred by an Owner to cure a default of a Defaulting Owner, together with interest thereon at the Default Rate calculated from the date incurred until repaid, and all costs and expenses of any proceedings at law or in equity, bankruptcy proceedings or arbitrations, including reasonable attorney fees awarded to any Owner by an order of court, shall be assessed against and paid by the Defaulting Owner. All costs and expenses required to be paid by a Defaulting Owner under this Declaration shall constitute a lien against the Tract of the Defaulting Owner obligated to pay the same and shall be secured by such lien. Each Owner agrees that such liens shall be effective, without the necessity of obtaining the joinder of the Defaulting Owner in the execution of any instrument, upon the filing by a nondefaulting Owner of a claim of lien (a "Claim of Lien") in the Records. Such Claims of Lien shall show (a) the name of the lien claimant; (b) a statement concerning the basis for the Claim of Lien; (c) a description of the Tract encumbered by the Claim of Lien; (d) a description of the work performed or payment made which has given rise to the Claim of Lien; and (e) a statement that the Claim of Lien is asserted pursuant to the provisions of this Declaration. Each Claim of Lien shall be acknowledged and contain a certificate indicating that a copy of the same has been served upon the Defaulting Party pursuant to the notice provisions of this Declaration. Each Claim of Lien shall attach to the applicable Tract from the date of recordation and may be enforced in any manner allowed by Applicable Law, including (without limitation) by a suit in the nature of a suit to foreclose a mortgage or mechanic's lien under the provisions of Applicable Law. Each Claim of Lien shall be subordinate and inferior to bona fide prior mortgages, deeds of trust and liens encumbering the subject Tract which are held by third parties not related to or affiliated with the Defaulting Owner. The remedies specified in this section are not intended to be exclusive and each Owner may exercise any remedy available at law or in equity in the event of a breach of this Declaration by another Owner or any other party.

9. General.

9.1 **Mortgagee Protection.** This Declaration, and the rights, privileges, covenants, agreements and easements created hereunder with respect to each Owner, shall be superior and senior to any lien placed upon any portion of the Property, including the lien of any mortgage or deed of trust. Notwithstanding the foregoing, no breach hereof shall defeat, render invalid, diminish or impair the lien of any mortgage or deed of trust made in good faith and for value, but all of the covenants, restrictions, easements, conditions and other provisions, terms and conditions contained in this Declaration shall be binding upon and enforceable against any person who acquires title to any portion of the Property by foreclosure, trustee's sale, deed in lieu of foreclosure or other means.

9.2 **Covenants Run With the Land.** All of the provisions, agreements, rights, powers, covenants, conditions and obligations contained in this Declaration shall be binding upon the Owners and their respective heirs, successors, assigns, devisees, representatives, tenants and all other persons acquiring any portion of the Property, whether by

operation of law or other means, and shall inure to the benefit of the Owners and their respective heirs, successors and assigns who may acquire the Property or any portion thereof. All of the provisions of this Declaration shall be enforceable as equitable servitudes and constitute covenants running with the land constituting the Property pursuant to applicable law.

9.3 **Negation of Partnership.** None of the terms of this Declaration shall be deemed to create a partnership between and among the Owners nor shall it cause them to be considered joint venturers or members of any joint enterprise.

9.4 **Amendment.** This Declaration may be cancelled, changed, modified or amended in whole or in part only by recorded instrument executed by all Owners.

9.5 **Not a Public Dedication.** Nothing herein contained shall be deemed to be a gift or dedication of any portion of the Property to the general public, for the general public or for any public use or purpose whatsoever, it being the intention of the Owners that the Private Roadway shall be developed, maintained and operated as private property for the benefit of the Owners.

9.6 **Notices.** Any notice to an Owner shall be in writing and given by delivering the same to such Owner in person or by sending the same by certified mail, return receipt requested, postage prepaid, to the Owner's management office situated on its Tract; except, that notices to Providence shall be sent to the following address:

Providence Health & Services-Oregon
Attn: Real Estate and Construction
4400 NE Halsey Street, Building 2, Suite 190
Portland, Oregon 97213

9.7 **Litigation Expenses.** If an Owner shall bring an action or proceeding of any nature against another Owner or User by reason of a breach or alleged violation of any term hereof, or for the enforcement or interpretation of any provision herein, the prevailing Owner in such action or proceeding shall be entitled to its costs in the suit, including (without limitation) reasonable attorney fees incurred at trial or on any appeal.

9.8 **Waiver.** Failure by an Owner to enforce any covenant or restriction herein contained shall not be deemed a waiver of the right to do so thereafter.

9.9 **Severability.** Invalidation of any of these easements, covenants or restrictions by judgment or court order shall not affect the other provisions hereof and the same shall remain in full force and effect.

9.10 **Duration.** The Easements shall be perpetual in duration; the covenants and restrictions of this Declaration shall run with and bind the land for a term of fifty (50) years from the date of the recording of this Declaration and thereafter shall be deemed to have been

perpetually renewed for consecutive, additional periods of ten (10) years each, unless terminated or amended by an affirmative vote of all Owners as provided in Section 9.4.

9.11 Voting. When more than one (1) person or entity owns a Tract, any decision to be made by such Owners under this Declaration shall be made as those Owners shall determine, but in no event will a fractional decision or determination be allowed. Fractionalized or split decisions of such Owners shall be deemed a negative response to the issue presented.

9.12 Constants. Whenever a constant is referred to herein (e.g., “2017 Constant” or “measured in 2017 dollars”), the Consumer Price Index for the Portland, Oregon Metropolitan Area published by the U.S. Department of Labor (or a comparable index if that index is no longer published) shall be utilized to gauge the inflationary rate to be applied to determine the sum of money in then current dollars that is equivalent to the applicable amount of dollars circa 2017.

9.13 Consents. The Parties agree to act in good faith and with fair dealing with one another in the execution, performance and implementation of the terms and provisions of this Declaration. Whenever the consent, approval or other action of a Party or Owner is required under any provision of this Declaration, such consent, approval or other action shall not be unreasonably withheld, delayed or conditioned by a Party or Owner unless the provision in question expressly authorizes such Party or Owner to withhold or deny consent or approval or decline to take action in accordance with a different standard, in which case the consent or approval or the decision to not take action may be withheld, delayed or conditioned in accordance with the different standard (any provision indicating that consent is not to be unreasonably withheld is to be interpreted to mean that consent shall not be unreasonably withheld, delayed or conditioned).

9.14 Insurance. Except for the insurance to be maintained during the course of construction pursuant to the Development Agreement, each Owner shall be solely responsible for maintaining property coverage with respect to any improvements erected by it on a Tract and any personal property situated on a Tract. The Owners shall maintain separate liability insurance coverages covering the portion of the Private Roadway situated on their respective Tracts, and shall name the other Owners as additional insureds on such policies and shall provide certificates of such coverage to the other Owners as and when such certificates are requested. All policies of insurance to be maintained hereunder shall be consistent in amount and coverage with coverages maintained with respect to similar properties situated in Washington County, Oregon, but in any event not less than the following coverage: public liability insurance with a combined single limit of liability of not less than \$2,000,000 (2017 Constant) for bodily or personal injury or death and for property damage arising out of any one occurrence and covering the insured's indemnity obligations under this Declaration.

Notwithstanding the foregoing or any other term or provision of this Declaration to the contrary, Providence and any successor or assignee of Providence that is an affiliate of Providence shall have the right to self-insure for any of the insurance coverages required under this Declaration as long as Providence or such successor or assignee maintains a commercially

reasonable self-insurance program and the combined tangible net worth of Providence or such successor or assignee is at all times in excess of One Hundred Million and No/100 Dollars (\$100,000,000.00). In the event of self-insurance, applicable certificates and coverages will be provided by such self-insurance program sufficient to confirm compliance with this Section 9.14.

9.15 Indemnity. Each Owner (an "Indemnitor") agrees to indemnify and hold the other Owners (the "Indemnitees") harmless from and against all claims, expenses, liabilities, losses, damages and costs, including court costs and attorney fees (collectively, "Claims"), arising from or incurred in connection with (a) any accident or injury which may occur on the Indemnitor's Tract, or (b) the negligence of Indemnitor or the negligence of the agents, employees or tenants of the Indemnitor, except (and excluding from this indemnity) the following: (i) claims resulting from the negligence or willful act or omission of the Indemnitees or the agents, servants, employees or tenants of the Indemnitees; or (ii) claims released under Section 9.16.

9.16 Release and Waiver of Subrogation. Each Owner releases the other Owners from any liability for any loss or damage to the releasing Owner's Improvements to the extent that the loss or damage is of the type which is generally covered by property insurance, without regard to any negligence on the part of the other Owners which may have contributed to or caused such loss. The provisions of this Section 9.16 are intended to restrict each Owner to recovery for loss or damage against insurance carriers to the extent of such coverage, and waive fully, and for the benefit of the other Owners, any right or claim which may give rise to a right of subrogation in any insurance carrier.

9.17 Arbitration. All disputes between the Parties arising out of or relating to this Agreement or the breach of this Agreement, shall be decided by arbitration in accordance with the then applicable rules of the Arbitration Service of Portland, unless the Parties agree otherwise. Notice of the demand for arbitration shall be filed in writing with the other Parties and with the Arbitration Service of Portland. The demand shall be made within a reasonable time after the dispute, or other matter in question, has arisen. This agreement to arbitrate shall be specifically enforceable under prevailing state or federal arbitration law.

Venue of any arbitration conducted pursuant to the Agreement shall be in Portland, Oregon.

Notwithstanding any dispute or arbitration or other proceeding hereunder, the Parties shall continue to perform with respect to aspects of this Declaration which are not in dispute. The arbitrator shall be authorized to order the payment of funds on an interim basis, including disbursements directly to contractors, subcontractors, and suppliers for work performed, and to award special damages if the arbitrator determines that one party is delaying the proceedings and not acting in good faith to allow the work to proceed.

Nothing contained herein shall preclude a Party from obtaining injunctive relief from any court with jurisdiction while selection of an arbitrator is pending.

Executed in multiple counterparts to be effective as of the Effective Date (each counterpart to be binding on applicable signatories regardless of whether other signatories execute that counterpart, so long as each signatory signs at least one counterpart).

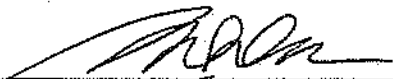
Exhibits:

- A - Deacon Tract
- B - Providence Tract
- C - Rembold Tract
- D - Site Plan
- E - Signage Specs

Signature pages attached.

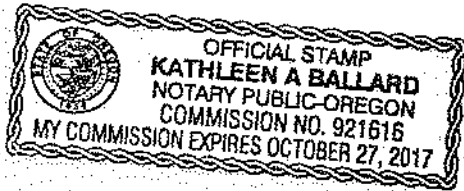
DEACON:

DD Sherwood One, LLC

By: 
 Name: STEVE DEACON
 Title: MGR,
 Address: 901 NE GLISAN ST.
PORTLAND, OR 97232

STATE OF OREGON)
)ss.
 County of Multnomah)

This instrument was acknowledged before me this 25 day of July, 2017,
 by Steve Deacon, as MANAGER of DD Sherwood One, LLC, an Oregon
 limited liability company, on behalf of the company.



Kathleen A. Ballard
 NOTARY PUBLIC FOR OREGON
 My Commission Expires: 10/27/17

PROVIDENCE:

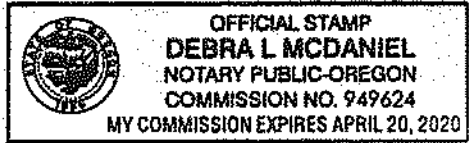
Providence Health & Services-Oregon

By: [Signature]
Name: Dana White
Title: VP. Real Estate
Address: _____

AB

STATE OF OREGON)
)ss.
County of Multnomah)

This instrument was acknowledged before me this 24 day of July, 2017, by Dana White, as VP. Real Estate of Providence Health & Services-Oregon, an Oregon nonprofit corporation, on behalf of the corporation.



[Signature]
NOTARY PUBLIC FOR OREGON
My Commission Expires: April 20, 2020

REMBOLD:

Quarto, LLC.

By: *Kira Cadov*

Name: Kira Cadov

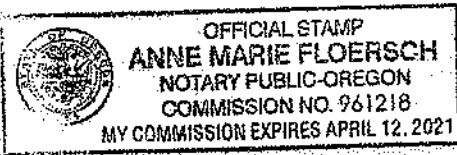
Title: Manager, Rembold Properties, Operating Manager

Address: 1022 SW Salmon St., Suite 450
Portland, OR 97205

STATE OF OREGON)

County of Multnomah)ss.

This instrument was acknowledged before me this 25 day of JULY, 2017,
by Kira Cadov, as Manager of Quarto, LLC, an Oregon limited liability
company, on behalf of the company.



Anne Marie Floersch
NOTARY PUBLIC FOR OREGON
My Commission Expires: April 12, 2021

EXHIBIT A
Deacon Tract

PARCEL 3

Beginning at the Northwestern right of way line of the West line of Pacific Highway in section 30, Township 2 south, Range 1 West of the Willamette meridian, in the city of Sherwood, county of Washington and state of Oregon, at the intersection of said Northwestern line of the certain tract of land conveyed to Claus Borchers by deed recorded in volume 136, page 0188, deed records, which beginning point is approximately 753.6 feet South and 864.3 feet west of the quarter corner on the East line of said Section 30;

Thence from the described point of beginning Southwesterly along said Northwestern boundary of the West side of Pacific Highway, being the Northwestern line of a tract of land described in volume 142, page 0220, deed records, a distance of 500 feet to the Northeast corner of that tract of land conveyed to John H. Frederick et ux by deed recorded in volume 582, page 0575, deed records;

Thence Northwesterly and parallel to the southwesterly line of the above-mentioned Claus Borchers tract 522.0 feet;

Thence Northeasterly 500 feet to a point on the Southwesterly line of said Borchers tract;

Thence Southeasterly 522.0 feet to the point of beginning.

Excepting therefrom that portion conveyed to the state of Oregon, by and through its State Highway Commission by warranty deed recorded February 07, 1956 in volume 362, page 0480.

TOGETHER WITH That portion of Parcel 2, Partition Plat No. 2003-055, recorded as document No. 2003114241 in the County of Washington, State of Oregon, being a portion of Northwest quarter and Northeast quarter of the Southeast quarter of Section 30, Township 2 South, Range 1 West, Willamette Meridian, more particularly described as follows:

BEGINNING at the Southernmost corner of said Parcel 2;

THENCE North 46°46'25" East, 66.81 feet along the Southeasterly line of said Parcel 2;

THENCE North 43°13'35" West, 49.22 feet;

THENCE North 01°15'32" East, 16.81 feet;

THENCE North 43°44'28" West, 117.52 feet;

THENCE North 46°15'32" East, 32.00 feet;

THENCE North 43°44'28" West, 18.50 feet;

THENCE North 43°15'47" West, 93.34 feet;

THENCE South 38°26'33" West, 91.21 feet;

THENCE North 43°13'34" West, 201.37 feet;

THENCE South 46°46'26" West, 23.41 feet to the Southwesterly line of said Parcel 2;

THENCE South 43°44'46" East, 479.03 feet along said Southwesterly line to the POINT OF BEGINNING.

EXHIBIT B
Providence Tract

PARCEL 2

A parcel of land located in the Southeast quarter of Section 30, Township 2 South, Range 1 West of the Willamette Meridian, in the city of Sherwood, county of Washington and state of Oregon, and is more particularly described as follows:

BEGINNING at a 2 inch brass disk in a monument box marking the East quarter corner of said Section 30;
Thence following the East-West centerline of said Section 30 (also being the centerline of Edy road) South $89^{\circ} 30' 29''$ West a distance of 1259.78 feet;
Thence South $43^{\circ} 54' 33''$ East a distance of 61.92 feet to a point on the South right-of-way line said Edy road (being 45 feet from centerline) the true point of beginning for this description;
Thence South $43^{\circ} 54' 33''$ East a distance of 752.80 feet to a point on the Northwesterly right-of-way line of Pacific Highway (highway no. 99 west) being 82 feet from the centerline;
Thence following the Northwesterly right-of-way line of Pacific Highway North $46^{\circ} 47' 29''$ East a distance of 184.93 feet to a 5/8 inch iron rod with a yellow plastic cap marked "O.S.H.D."; Thence North $01^{\circ} 25' 03''$ West a distance of 40.81 feet to a 5/8 inch iron rod with a yellow plastic cap marked "O.S.H.D." marking Edy road station "so" 21+65/45' right;
Thence following the Southwesterly right-of-way line of said Edy road (being 45 feet from centerline) the following two courses and distances and one curve; North $43^{\circ} 16' 04''$ West a distance of 232.12 feet to station "so" 19+32.93 pt/45' right; following the arc of a 655.00 foot radius curve left an arc distance of 539.80 feet (chord bears North $66^{\circ} 52' 38''$ West 524.66 feet) to a 5/8 inch iron rod with a yellow plastic cap marked "O.S.H.D." marking station "so" 13+56.04 pc/45' right; South $89^{\circ} 30' 29''$ West a distance of 14.25 feet to the TRUE POINT OF BEGINNING and the terminus of this description.

TOGETHER WITH that portion of Parcel 2, Partition Plat No. 2003-055, recorded as document No. 2003114241 in the County of Washington, State of Oregon, being a portion of Northwest quarter and Northeast quarter of the Southeast quarter of Section 30, Township 2 South, Range 1 West, Willamette Meridian, more particularly described as follows:

COMMENCING at the Southernmost corner of said Parcel 2;
THENCE North $46^{\circ} 46' 25''$ East, 66.81 feet along the Southeasterly line of said Parcel 2 to the TRUE POINT OF BEGINNING;
THENCE North $43^{\circ} 13' 35''$ West, 49.22 feet;
THENCE North $01^{\circ} 15' 32''$ East, 16.81 feet;
THENCE North $43^{\circ} 44' 28''$ West, 117.52 feet;
THENCE North $46^{\circ} 15' 32''$ East, 32.00 feet;
THENCE North $43^{\circ} 44' 28''$ West, 18.50 feet;
THENCE North $43^{\circ} 15' 47''$ West, 93.34 feet to a point on a non-tangent curve, the radius of which bears North $52^{\circ} 07' 02''$ West;
THENCE Northeasterly along the arc of a curve concave to the Northwest, having a radius of

150.00 feet, through a central angle of 27°39'03", an arc length of 72.39, chord bearing of North 24°03'26" East and chord distance of 71.69 feet to a point of reverse curvature;
THENCE Northerly along the arc of a curve to the right, having a radius of 150.00 feet, through a central angle of 21°20'04", an arc length of 55.85 feet, chord bearing of North 20°53'57" East and chord distance of 55.53 feet to the Northeasterly line of said Parcel 2;
THENCE South 43°53'38" East, 342.80 feet along said Northeasterly line to the Easternmost corner of said Parcel 2;
THENCE South 46°46'25" West, 162.58 feet along said Southeasterly line to the TRUE POINT OF BEGINNING.

EXCEPT that portion of the Northwest quarter and Northeast quarter of the Southeast quarter of Section 30, Township 2 South, Range 1 West, Willamette Meridian, more particularly described as follows:

COMMENCING at the Southernmost corner of Parcel 2;
THENCE North 46°46'25" East, 66.81 feet along the Southeasterly line of said Parcel 2;
THENCE North 43°13'35" West, 49.22 feet;
THENCE North 01°15'32" East, 16.81 feet;
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THENCE North 46°15'32" East, 32.00 feet;
THENCE North 43°44'28" West, 18.50 feet;
THENCE North 43°15'47" West, 93.34 feet to a point on a non-tangent curve, the radius of which bears North 52°07'02" West;
THENCE Northeasterly along the arc of a curve concave to the Northwest, having a radius of 150.00 feet, through a central angle of 27°39'03", arc length of 72.39 feet, chord bearing of North 24°03'26" East and chord distance of 71.69 feet to a point of reverse curvature;
THENCE Northerly along the arc of a curve to the right, having a radius of 150.00 feet, through a central angle of 21°20'04", an arc length of 55.85 feet, chord bearing of North 20°53'57" East and chord distance of 55.53 feet to the Northeasterly line of said Parcel 2 and the TRUE POINT OF BEGINNING;
THENCE CONTINUING Northeasterly along the arc of curve concave to the Southeast, having a radius of 150.00 feet, through a central angle of 06°09'55", an arc length of 16.14 feet, chord bearing of North 34°38'56" East and chord distance of 16.13 feet;
THENCE North 37°43'54" East, 192.76 feet to the Southwesterly margin of Southwest Edy Road, being to a point on a non-tangent curve, the radius of which bears South 36°43'58" West;
THENCE Westerly along said Southwesterly margin, along the arc of a curve concave to the South, having a radius of 655.00 feet, through a central angle of 37°00'47", an arc length of 423.13 feet, chord bearing of North 71°46'25" West and chord distance of 415.81 feet to a point of tangency;
THENCE South 89°32'44" West, 16.62 feet to the Northeast corner of said Parcel 2;
THENCE South 43°53'38" East, 410.26 feet along said Northeasterly line of said Parcel 2 to the TRUE POINT OF BEGINNING.

EXHIBIT C
Quarto Tract

PARCEL 1

Parcel 2, partition plat no. 2003-055, recorded as document No. 2003114241 in County of Washington, State of Oregon.

TOGETHER WITH that portion of the Northwest quarter and Northeast quarter of the Southeast quarter of Section 30, Township 2 South, Range 1 West, Willamette Meridian, more particularly described as follows:

COMMENCING at the Southernmost corner of Parcel 2;
THENCE North 46°46'25" East, 66.81 feet along the Southeasterly line of said Parcel 2;
THENCE North 43°13'35" West, 49.22 feet;
THENCE North 01°15'32" East, 16.81 feet;
THENCE North 43°44'28" West, 117.52 feet;
THENCE North 46°15'32" East, 32.00 feet;
THENCE North 43°44'28" West, 18.50 feet;
THENCE North 43°15'47" West, 93.34 feet to a point on a non-tangent curve, the radius of which bears North 52°07'02" West;
THENCE Northeasterly along the arc of a curve concave to the Northwest, having a radius of 150.00 feet, through a central angle of 27°39'03", arc length of 72.39 feet, chord bearing of North 24°03'26" East and chord distance of 71.69 feet to a point of reverse curvature;
THENCE Northerly along the arc of a curve to the right, having a radius of 150.00 feet, through a central angle of 21°20'04", an arc length of 55.85 feet, chord bearing of North 20°53'57" East and chord distance of 55.53 feet to the Northeasterly line of said Parcel 2 and the TRUE POINT OF BEGINNING;
THENCE CONTINUING Northeasterly along the arc of curve concave to the Southeast, having a radius of 150.00 feet, through a central angle of 06°09'55", an arc length of 16.14 feet, chord bearing of North 34°38'56" East and chord distance of 16.13 feet;
THENCE North 37°43'54" East, 192.76 feet to the Southwesterly margin of Southwest Edy Road, being to a point on a non-tangent curve, the radius of which bears South 36°43'58" West;
THENCE Westerly along said Southwesterly margin, along the arc of a curve concave to the South, having a radius of 655.00 feet, through a central angle of 37°00'47", an arc length of 423.13 feet, chord bearing of North 71°46'25" West and chord distance of 415.81 feet to a point of tangency;
THENCE South 89°32'44" West, 16.62 feet to the Northeast corner of said Parcel 2;
THENCE South 43°53'38" East, 410.26 feet along said Northeasterly line of said Parcel 2 to the TRUE POINT OF BEGINNING.

ALSO TOGETHER with an easement for Ingress and Egress as set forth in that certain access easement agreement recorded October 31, 2005 as fee no. 2005 136110.

EXCEPT that portion of Parcel 2, Partition Plat No. 2003-055, recorded as document No. 2003114241 in the County of Washington, State of Oregon, being a portion of Northwest quarter and Northeast quarter of the Southeast quarter of Section 30, Township 2 South, Range 1 West, Willamette Meridian, more particularly described as follows:

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THENCE North 46°15'32" East, 32.00 feet;
THENCE North 43°44'28" West, 18.50 feet;
THENCE North 43°15'47" West, 93.34 feet to a point on a non-tangent curve, the radius of which bears North 52°07'02" West;
THENCE Northeasterly along the arc of a curve concave to the Northwest, having a radius of 150.00 feet, through a central angle of 27°39'03", an arc length of 72.39 feet, chord bearing of North 24°03'26" East and chord distance of 71.69 feet to a point of reverse curvature;
THENCE Northerly along the arc of a curve to the right, having a radius of 150.00 feet, through a central angle of 21°20'04", an arc length of 55.85 feet, chord bearing of North 20°53'57" East and chord distance of 55.53 feet to the Northeasterly line of said Parcel 2;
THENCE South 43°53'38" East, 342.80 feet along said Northeasterly line to the Easternmost corner of said Parcel 2;
THENCE South 46°46'25" West, 162.58 feet along said Southeasterly line to the TRUE POINT OF BEGINNING.

ALSO EXCEPT that portion of Parcel 2, Partition Plat No. 2003-055, recorded as document No. 2003114241 in the County of Washington, State of Oregon, being a portion of Northwest quarter and Northeast quarter of the Southeast quarter of Section 30, Township 2 South, Range 1 West, Willamette Meridian, more particularly described as follows:

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THENCE North 43°44'28" West, 18.50 feet;
THENCE North 43°15'47" West, 93.34 feet;
THENCE South 38°26'33" West, 91.21 feet;
THENCE North 43°13'34" West, 201.37 feet;
THENCE South 46°46'26" West, 23.41 feet to the Southwesterly line of said Parcel 2;
THENCE South 43°44'46" East, 479.03 feet along said Southwesterly line to the POINT OF BEGINNING.

EXHIBIT D
Site Plan

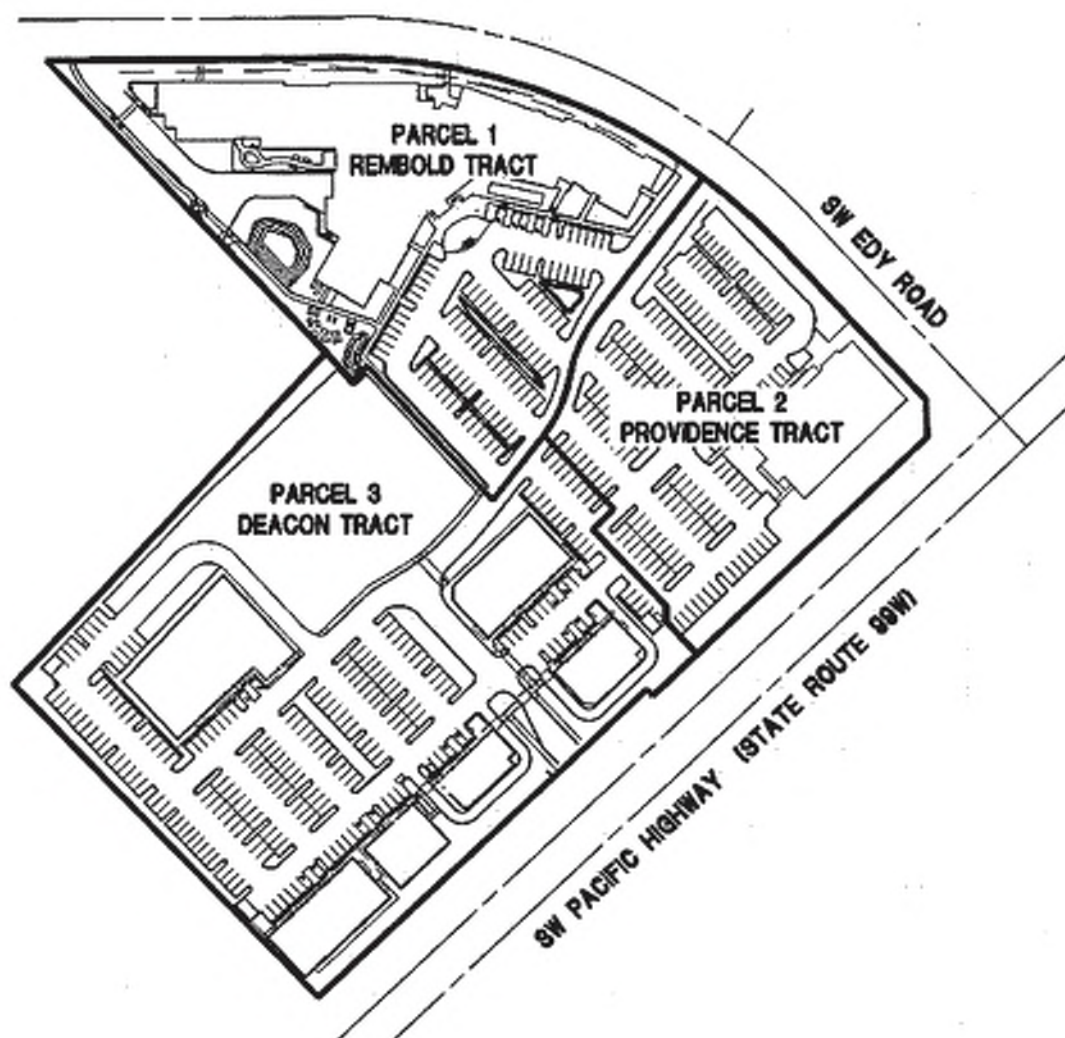


EXHIBIT E
Signage Specs
In Accordance with Approved Signage Plans.

RECORDING REQUESTED BY:)
 AND WHEN RECORDED MAIL TO:)
 Brad Miller)
 Brix Law LLP)
 75 SE Yamhill, Suite 202)
 Portland, Oregon 97214)
)
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Washington County, Oregon **2019-026258**
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 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

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**DECLARATION AND ESTABLISHMENT
 OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS AND GRANT
 OF EASEMENTS**

This DECLARATION AND ESTABLISHMENT OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS AND GRANT OF EASEMENTS ("Declaration") is made as of the 30th day of April, 2019 by DD Sherwood One, LLC, an Oregon limited liability company ("Declarant").

RECITALS

A. Declarant is the owner of certain real property located in the City of Sherwood, Washington County, Oregon, more particularly described on Exhibit "A" attached hereto, upon which Declarant has developed an integrated commercial project (the "Project").

B. Declarant has developed the Project for commercial use as part of an integrated project for the mutual benefit of all real property in the Project. In connection therewith, Declarant does hereby fix and establish the Restrictions (as hereinafter defined), upon and subject to which all of the Project, or any part thereof, shall be improved, held, leased, sold and/or conveyed. It is the intent of this Declaration that each and all of the easements, covenants, conditions and restrictions set forth in this Declaration are for the mutual benefit of the Parcels (as hereinafter defined) and every portion of each thereof (except to the extent otherwise stated herein). Each and all of the easements, covenants, conditions, restrictions, liens and charges set forth in this Declaration shall run with the land of each of the Parcels and every portion of each thereof, and shall apply to and bind the respective successors in interest to each of the Parcels and every portion of each thereof, for the benefit of each of the other Parcels and every portion of each thereof (except to the extent otherwise stated herein). Each and all of the easements, covenants, conditions, restrictions, liens and charges set forth in this Declaration are imposed on each portion of and interest in each of the Parcels as mutual equitable servitudes in favor of each and all other portions of and interests in the Parcels and constitute covenants running with the land pursuant to applicable law.

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ARTICLE 1

DEFINITIONS

1.1 “Assessment Lien” shall mean that lien created by reason of the delinquency described in and upon recordation of the Notice of Assessment Lien (as hereinafter defined).

1.2 “Building” shall mean any enclosed structure designated for the exclusive use of an occupant or limited occupant(s), as the case may be, placed, constructed or located on a Parcel, which for the purpose of this Declaration shall include any appurtenant supports, service areas and other outward extensions.

1.3 “Building Area” shall mean the limited areas of the Project within which Buildings may be constructed, placed or located, to the extent Declarant elects to develop the Project. Building Areas shall be designated by the Declarant.

1.4 “Common Area” shall mean all the areas within the exterior boundaries of the Project (to the extent developed) which are made available for the general use, convenience and benefit of all Permittees (as hereinafter defined) and any areas owned by governmental entities located adjacent to the exterior boundaries of the Project (such as sidewalks or landscape areas) that are from time to time designated by Declarant as Common Areas and are maintained by Declarant for the benefit of the Project. Without limitation, Common Areas may include the following areas within the exterior boundaries of the Parcels: (i) parking areas and parking decks, if any, which are intended to be shared by more than one Parcel; (ii) roadways and driveways; (iii) sidewalks and walkways; and (iv) landscaped and planted areas; and (v) storm water ponds, swales, filtration, underground detention systems and piping.

1.5 “Common Area Maintenance Expenses” shall mean and include all costs and expenses of every nature and kind as may be actually paid or incurred by Declarant (including appropriate reasonable reserves as approved by Declarant) in operating, managing, equipping, lighting, repairing, decorating, replacing, repairing and maintaining the Common Area (including, without limitation, the stormwater treatment facilities described in the Private Stormwater Covenant, and all other all easement areas granted to third parties or received from third parties if required by the terms of the grant of easement granting the same), and in providing such security and other protection for the Project as Declarant deems necessary. The Common Area Maintenance Expenses shall include, but shall not be limited to, general maintenance and repairs, resurfacing, repaving, striping and cleaning the Common Area; snow removal; maintenance and repair of landscaping and irrigation systems, including, without limitation weeding, pruning, fertilizing and replacing shrubs and other landscaping as necessary; maintenance, replacement and repair of Project signs, directional signs, lighting systems and vertical transportation systems (if any); maintenance and repair of fire protection systems located in the Common Area; storm drainage and sanitary sewer systems, trash disposal or other utility systems; the cost of water service, electricity and other utility costs incurred in connection with the Common Area; exterior holiday decorations; the wages and related payroll costs of Manager (hereinafter defined) and any other personnel employed by Declarant to implement services furnished by Declarant; premiums for commercial general liability insurance and property damage insurance, if any, maintained by Declarant in connection with the Common Area; fees

for required licenses and permits; such management fee as Declarant determines appropriate; supplies; reasonable depreciation on maintenance and operating machinery and equipment (if owned by Declarant) and rental paid for such machinery and equipment (if rented), provided that no Owner (as hereinafter defined) has previously been assessed for the costs and expenses of acquiring such machinery and equipment and only to the extent such machinery and equipment is actually used on the Common Area, such depreciation and rentals to be allocated based upon the actual use of such equipment and machinery in the Project; all costs incurred by Declarant in connection with the Declaration 2017; and the costs and expenses incurred by Declarant in enforcing this Declaration and in preparing, recording and foreclosing assessment liens to the extent not recovered by an Owner as provided in Article 7 below.

1.6 “Default Rate” shall mean that annual rate of interest equal to the interest rate per annum published by the Wall Street Journal as the prime rate (or in the event the Wall Street Journal no longer publishes a prime rate, then the prime rate or reference rate announced by the then largest chartered bank in Oregon in terms of deposits) from time to time plus five percentage (5%) points per annum, but in no event more than any maximum rate of interest permitted by law.

1.7 “Exclusive Use”

shall mean any exclusive right to operate a business in the Project for a specific use where such exclusive right to operate such business in the Project for such specific use is set forth in a memorandum of lease that is recorded in the Official Records of Washington County, Oregon, it being understood that any grant by a Parcel Owner (as hereinafter defined) of any such exclusive right shall only apply to the portions of the Project owned by such Parcel Owner at the time such exclusive right is granted, excepting those rights granted prior to the recordation of this Declaration (the “Existing Exclusives”), which shall apply to all Parcels. The Existing Exclusives are set forth in attached Exhibit “B”, each of which shall survive only until such time as such Existing Exclusive expires or is otherwise terminated in accordance with the terms of the applicable lease.

1.8 “First Year” shall mean the first full calendar year following the Partial Year.

1.9 “Floor Area” shall mean the actual number of square feet of space contained on each floor within each separately demised space within a Building, including any mezzanine or basement space (provided that such mezzanine or basement space is taken into account in determining the number of parking spaces required with respect to such Building under applicable governmental laws, codes, ordinances and requirements), as measured from the exterior faces of the exterior walls or store front and/or the center line of any common walls; provided, however, that the following areas shall not be included in such calculations (except to the extent the following areas are taken into account in determining the number of parking spaces required with respect to such Building under applicable governmental laws, codes, ordinances and requirements without benefit of variance or special exception): space attributable to any multi-deck, platform or structural levels used for the storage of merchandise which is located vertically above ground floor; and any space used for Building utilities or mechanical equipment. Within thirty (30) days of a request, a Parcel Owner shall certify to another requesting Parcel Owner the amount of Floor Area applicable to each Building on its Parcel (as

hereinafter defined). If any Parcel Owner causes an as-built survey to be prepared with respect to any portion of the Project, upon request, such Parcel Owner shall furnish a copy of the survey to the other Parcel Owners for informational purposes only.

1.10 “Governmental Restrictions” shall mean any or all laws, statutes, ordinances, codes, decrees, rulings, regulations, writs, injunctions, orders, rules, conditions of approval or authorization of any governmental entity, agency or political subdivision, whether now in force or which may hereafter be in force.

1.11 “Hazardous Materials” shall include, without limitation, any (a) oil, petroleum products, flammable substances, explosives, radioactive materials, hazardous wastes or substances, toxic wastes or substances or any other wastes, materials or pollutants which (i) pose a hazard to the Project or to persons on or about the Project, or (ii) cause the Project or any portion thereof to be in violation of any applicable Governmental Restrictions; (b) asbestos in any form, urea formaldehyde foam insulation, transformers or other equipment which contain dielectric fluid or radon gas; (c) chemical, material or substance defined as or included in the definition of “hazardous materials,” “extremely hazardous waste,” “restricted hazardous waste,” or “toxic substances” or words of similar import under any Governmental Restrictions, including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 USC § 9601, et seq.; the Federal Water Pollution Control Act, as amended, 33 USC § 1251, et seq; and (d) other chemical, material or substance, exposure to which is prohibited, limited or regulated by any governmental authority.

1.12 “Manager” shall mean the person or entity to whom Declarant may delegate any duties, powers or functions of the Declarant as Declarant, in its sole discretion, determines necessary or appropriate, which shall initially be Declarant. In the event Declarant ceases to be Manager, the Declarant (subject to the provisions of Section 10.19 below) shall appoint a new Manager within sixty (60) days of the date Declarant ceases to be Manager. Should the Declarant not appoint a new Manager within the sixty (60) day period, the majority of the Owners shall appoint the Manager.

1.13 “Mortgage” shall mean an indenture of mortgage or deed of trust on a Parcel, including a fee or leasehold indenture of mortgage or deed of trust, or a “sale and leaseback” (meaning a transaction whereby an Owner conveys its fee or a leasehold estate in such Parcel and such conveyance is followed immediately by a leaseback or sub-leaseback of the entire interest so conveyed or the improvements thereupon to such Owner, or to a party wholly controlled by such Owner).

1.14 “Mortgagee” shall mean any mortgagee under a Mortgage, or any trustee or beneficiary under a deed of trust constituting a lien on all or any portion of any of the Parcels or any leasehold interest in the Parcels, or on any ground lessor under any ground lease or master lessor under any master lease with respect to all or any portion of any of the Parcels. The interest held by any Mortgagee in any Parcel shall be subordinate to this Agreement.

1.15 “Notice of Assessment Lien” shall mean a notice recorded in the Official Records of Washington County, Oregon (the “Official Records”), and such other place as may be required by law, by any person to whom any assessment or other sum of money payable by any

Owner pursuant to any provision of this Declaration stating that said assessment or sum has not been paid and that the applicable grace period for such payment (if any) has expired.

1.16 “Owner” shall mean each person who, at any given time, holds fee title to any Parcel or any portion thereof, or a ground lessee of any Parcel or any portion thereof (provided the Owner of such Parcel so designates such party, which designation must be set forth in a written statement recorded in the Official Records).

1.17 “Parcel” or “Parcels” shall mean one or more legal parcels that comprise the Project and such further ground lease or subdivision of any such Parcel as approved by Declarant. Attached Exhibit A describes each Parcel with a Lot number (e.g. Parcel 1 is Lot 1, Parcel 2 is Lot 2, etc.). Therefore, the Owner of Parcel 1 is the Owner of Lot 1, the Owner of Parcel 2 is the Owner of Lot 2, etc.

1.18 “Parcel Area” shall mean the total gross square footage of the land of such Parcel. Such area shall be conclusively presumed to be the areas shown on any parcel map or survey that may be recorded in the Official Records, as such parcel map or survey may be amended by any lot line adjustment, or such later parcel map or subdivision map showing the Parcel.

1.19 “Parcel Owner” shall mean the Owner, and its successors and assigns, of any Parcel. No ground lessee of a Parcel shall be considered a Parcel Owner.

1.20 “Partial Year” shall mean the initial fractional calendar year following the date Declarant determines that such portion of the Common Area of the Project has been completed for purposes of commencing payment of Common Area Maintenance Expenses.

1.21 “Parties” shall mean the Parcel Owners.

1.22 “Permittees” shall mean the Owners of any and all portions of the Project and their respective heirs, successors, assigns, grantees, tenants and subtenants and all persons who now hold, or hereafter hold, portions of real property within the Project, or any leasehold estate, or building space thereon; and respective tenants or subtenants thereof; and the officers, directors, concessionaires, agents, employees, contractors, customers, visitors and licensees and invitees of any of them.

1.23 “Person” shall mean any natural person, partnership, trust, corporation, limited liability company or other legal entity.

1.24 “Prohibited Uses” shall mean any unlawful use and any use or operation which is clearly objectionable to the development or operation of the Project as a high quality retail and/or commercial project, as so operated, as determined by Declarant in Declarant’s sole discretion. Except as consented to in writing by Declarant, which consent may be withheld by Declarant in Declarant’s sole discretion, the following shall be Prohibited Uses:

(i) Any use which emits an obnoxious odor, noise, or sound which can be heard or smelled at an unreasonable level outside of any building in the Project; provided that the

foregoing shall not apply to: (a) the preparation of food, (b) a Permittee serving food at outdoor tables, or (c) a paging system within a building;

(ii) Any operation primarily used for any refining, smelting, agricultural, or mining operation;

(iii) Any mobile home park, trailer court, labor camp, junkyard, or stockyard (except that this provision shall not prohibit the temporary use of construction trailers during periods of construction, reconstruction, or maintenance);

(iv) Any dumping, disposing, incineration, or reduction of garbage (exclusive of garbage compactors located at the rear or side of any building or inside any building); provided, however, this prohibition shall not preclude the recycling of bottles or other containers as an incidental part of the operations of any Permittee;

(v) Any central laundry dry cleaning plant or laundromat; provided, however, this prohibition shall not be applicable to on-site laundry or dry-cleaning service oriented to pickup and delivery by the ultimate consumer. Allowable operations may include on-site dry-cleaning provided the operator complies with the following requirements:

(a) There shall be no dry-cleaning performed on-site except dry-cleaning for pickup on-site by the ultimate consumer.

(b) The operator shall at all times comply with all federal, state, and local laws related to hazardous materials;

(c) The operator shall at all times provide Declarant with an updated list of all dry-cleaning equipment, together with copies of manufacturers' warranties; and

(d) Declarant shall at all times have the right to require the operator to upgrade its equipment or the installation thereof at Declarant's discretion.

(vi) Any automobile, truck, trailer or recreational vehicle sales, leasing, display or repair operation. This prohibition shall not preclude an auto parts retail store, oil change business or a service station that includes automobile repair, provided that any servicing of vehicles shall be primarily performed indoors and there shall be no outdoor storage of any kind, including without limitation, parts, equipment, supplies, or vehicles;

(vii) Any funeral parlor, cemetery or crematorium;

(viii) Any establishment selling or exhibiting materials or paraphernalia for use with cannabis or illicit drugs;

(ix) Any business such as a bar or tavern which requires all patrons to be 21 years of age or older to enter (it being understood that this provision shall not restrict a restaurant or brew pub that brews and/or serves alcoholic beverages as part of such business);

(x) Any establishment selling or exhibiting pornographic materials;

- (xi) A theatre; skating rink; bowling alley; billiard parlor; carnival; amusement park; arcade; video game parlor; discotheque; or dance hall;
- (xii) A flea market;
- (xiii) A tattoo parlor;
- (xiv) A house of worship;
- (xv) A school (except instructional classes incidental to another primary retail use);
- (xvi) A library;
- (xvii) A day care facility, child care facility, preschool or children's nursery; or
- (xviii) Any business that cashes checks or makes short-term or "payday advance" type loans; this is not to exclude the regular business of any bank, credit union, or financial institution insured by the F.D.I.C. or mortgage brokerage firm or other similar business providing long-term, mortgage type loans.

1.25 “Restrictions” shall mean those easements, covenants, restrictions, liens and charges fixed and established upon the Project pursuant to this Declaration.

1.26 “Taxes” shall mean all taxes and assessments on the property within the Project.

1.27 “Common Signs” shall mean monument, pylon and or wall signs placed in the Common Area which are intended to advertise all Parcels equally. Declarant shall install three (3) such signs and assign certain areas on each for the use of the Parcel Owners. The initial assignment of advertising space is as shown in the attached Exhibit “C”. The initial assignments may only be changed after the business being advertised has abandoned or terminated its tenancy within the Parcels. The cost of the operation, maintenance and replacement of Common Signs shall be a Common Area Expense.

1.28 “Declaration 2017” shall mean the Declaration of Easements and Restrictive Covenants dated July 25, 2017 entered into between Providence Health & Services-Oregon, Quarto, LLC and the Declarant (as “Deacon” thereunder), recorded in the Official Records of Washington County, Oregon on July 26, 2017 under recording number 2017-059133. Declarant shall be responsible for all of Deacon’s obligations and covenants contained in the Declaration 2017. Any cost incurred by Declarant in connection with the Declaration 2017 shall be a Common Area Maintenance Expense.

1.29 “Private Stormwater Covenant” shall mean the Private Stormwater Facility Access & Maintenance Covenant entered into between the City of Sherwood, Oregon and the Declarant (as “Owner” thereunder), to be recorded in the Official Records of Washington County, Oregon. Declarant shall be responsible for all of the Owner’s obligations and covenants contained in the Private Stormwater Covenant. Any cost incurred by Declarant in connection with the Private Stormwater Covenant shall be a Common Area Maintenance Expense.

ARTICLE 2

USE IN GENERAL

2.1 Lawful Use. If and when developed (meaning, for purposes of this Declaration, an integrated commercial project for the mutual benefit of all real property in the Project), the Project may be used for any lawful commercial purpose not specifically prohibited herein. No portion of the Project shall be used for a Prohibited Use. Declarant shall have the authority to adopt such rules and regulations pertaining to the Common Area as Declarant determines appropriate from time to time in Declarant's business judgment subject to the following limitations: (i) similarly situated Owners and Permittees shall be generally treated similarly; and (ii) no rule shall interfere with the activities carried on within the confines of the structures on any Parcel, except that the Declarant may restrict or prohibit activities that create the possibility of monetary costs for other Owners or Permittees, that endanger the health or safety of Permittees of other Parcels, that generate excessive noise or traffic, that create unsightly conditions visible outside the confines of such structures, or that create a source of unreasonable annoyance to Permittees of other Parcels.

2.2 Zoning. This Declaration shall be subject to applicable zoning.

ARTICLE 3

CONSTRUCTION

3.1 Buildings Only in Building Area. If and when the Project is developed, no Building or structure of any kind shall be erected, placed or maintained on any portion of the Project except upon those portions designated by Declarant; provided, however, that any cover for a service area or outdoor seating area shall be excluded from this provision when approved by the other Owners (such approval not to be unreasonably withheld, conditioned or delayed), and permitted under the Governmental Restrictions.

3.2 Alteration Approval. In order to maintain the architectural and functional harmony of the Project (to the extent developed), no Building or structure within the Project shall be reconstructed, altered, added to or maintained in such a fashion as to alter, in any material respect, the architectural appearance, character or motif or functional purpose of such item, unless such alteration is first approved in writing by Declarant in its sole and absolute discretion. Such approval shall be given or withheld in writing within thirty (30) days after receipt of written request and receipt by Declarant of detailed plans and specifications therefor. Failure to respond in writing to a written request for such approval within thirty (30) days of its receipt shall constitute disapproval of such proposed construction, reconstruction or alteration. All alterations or improvements shall be constructed in strict accordance with the plans and specifications approved by Declarant. No material deviation shall be made from such plans and specifications without Declarant's prior written approval. Compliance with the design review process set forth in this Declaration is not a substitute for compliance with County building, zoning, and subdivision regulations, and each Owner shall be responsible for obtaining all approvals, licenses, and permits required by applicable law prior to commencing construction. Neither

Declarant, nor any manager, employee, agent, or consultant of Declarant shall be: (i) liable to any Person, including any Owner, Permittee, or contractor for any loss, liability, claim, or expense which may arise by reason of the approval or disapproval of any improvement; or (ii) responsible in any way for any defects in any plans or specifications submitted, revised, or approved pursuant to this Article or for any structural or other defect in any work done. Approval by the Declarant of any application shall not be deemed to constitute a precedent or waiver impairing its right to withhold approval as to any similar application thereafter submitted. The Declarant's approval of any proposed alteration or improvement shall automatically be revoked one year after issuance unless construction of the alteration or improvement has been commenced.

3.3 Construction Procedures. To the extent the Project is developed:

a. All construction activities within the Project shall be performed in a good and workmanlike manner, using first class materials, and in compliance with all laws, rules, regulations, orders, and ordinances of the city, county, state and federal governments, or any department or agency thereof, having jurisdiction over the Project.

b. All construction activities within the Parcels shall be performed in accordance with the following provisions:

(i) so as not to unreasonably interfere with any construction work being performed on the remainder of the Parcels, or any part thereof; and

(ii) so as not to unreasonably interfere with the use, occupancy or enjoyment of the remainder of the Project or any part thereof or the business conducted by any other Owner or Permittees.

c. When an Owner is constructing, reconstructing, repairing, maintaining, remodeling, or enlarging any improvements on its Parcel, such Owner shall establish a staging and storage area on its Parcel prior to commencing such work. Notwithstanding anything to the contrary contained herein, such staging and storage areas (i) shall not unreasonably interfere with access between the other areas of the Project, with the use of any other Parcel, or with the operation of any business on any other Parcel by the Permittees thereof (such Permittees to have free and unobstructed access to the loading areas , trash areas, sidewalks, entrances and exits), (ii) shall be subject to the approval of Declarant, in its sole and absolute discretion. If substantial work is to be performed, such Owner, at the request of Declarant or any other Owner of a Parcel which would be materially and adversely affected by such staging or storage area, shall fence off such staging and storage area. Upon completion of such work, such staging and storage area shall be restored to a condition at least equal to that existing prior to commencement of such work.

d. Prior to constructing, reconstructing, remodeling or enlarging a building or changing the Common Areas on a Parcel, and subject to obtaining all required approvals under Section 3.2, the Permittee of such Parcel shall give Declarant at least thirty (30) days prior written notice of the proposed activities and the proposed location of any staging and storage area and proposed access points. Upon completion of such work, the constructing Person

shall restore the affected Common Areas to a condition at least equal to that existing prior to commencement of such work. The construction of any building, including painting and all exterior finish, shall be pursued diligently and shall be completed within nine (9) months after the beginning of construction so as to present a finished appearance when viewed from any angle. All landscaping on a Parcel shall be completed within one (1) month after the date of completion of the structures thereon.

e. Each Owner shall complete all construction activities within its Parcel as diligently as possible, shall regularly clean the roadways and driveways used by its construction vehicles of mud, dirt and construction debris, and upon completion of all construction activities shall promptly restore such affected roadways and driveways to a condition which is equal to or better than the condition which existed prior to the commencement of such work.

f. Each Owner shall indemnify, defend and hold harmless each other Owner from and against any and all claims, losses, damages, liabilities, injuries, costs and expenses, including, without limitation, reasonable attorneys' fees, because of personal injury or death of persons or destruction of property arising from or as a result of construction by such Owner on its Parcel, except for claims caused by the negligence or willful act or omission of the indemnified Owner, its licensees, concessionaires, agents, servants, or employees.

ARTICLE 4

PROJECT EASEMENTS

4.1 Grant of Easements. Declarant hereby establishes and grants to, and each other person who becomes an Owner shall, immediately upon becoming an Owner and without further act, be deemed to have established and granted to all other Owners and all Permittees of the Project, and their guests, employees, invitees, permittees, licensees, patrons and customers, irrevocable, non-exclusive easements over, across, upon and beneath the Common Area held by such Owner for the purposes set forth in Section 4.2. Nothing in this Section or elsewhere in this Declaration shall be deemed to be or constitute a gift or dedication of any portion of the Project to the general public or for any public use or purpose whatsoever.

4.2 Permitted Common Area Uses. To the extent the Project is developed, the Common Area shall be used for the following purposes:

a. The parking of passenger vehicles and the pedestrian and vehicular traffic of all Permittees; provided, however, a Parcel Owner shall have the right to designate not more than four (4) parking spaces directly in front of a Building on such Parcel Owner's Parcel for the exclusive parking for an occupant of such Building.

The Owner of Lot 1 shall have the right to use the fifteen (15) parking spaces identified in that certain Lease Agreement dated July 31, 2017, entered into by and between Declarant, as "Landlord", and Creek Plaza fit LLC dba Planet Fitness, as "Tenant" (the "Planet Fitness Lease"), only for as long as the Planet Fitness Lease remains in full force and effect. Upon

expiration or earlier termination of the Planet Fitness Lease, the Owner of Lot 1 shall have the right to designate no more than four (4) parking spaces, as provided above.

The Owner of Lot 5 shall have the right to restrict the location of compact parking spaces as provided in that certain Lease Agreement dated April 10, 2018, entered into by and between Declarant, as "Landlord", and MESK Investment 3653 LLC, an Oregon limited liability company dba IHOP, as "Tenant" (the "IHOP Lease"), only for as long as the IHOP Lease remains in full force and effect. Upon expiration or earlier termination of the IHOP Lease, the Owner of Lot 5 shall have no right to control the location of compact parking spaces.

The Owner of Lot 6 shall have the right to restrict the location of compact parking spaces as provided in that certain Lease Agreement dated August 17, 2017, entered into by and between Declarant, as "Landlord", and Rock Solid Restaurants, L.L.C. dba Hop Jack's Restaurant (now known as Hops N Drops), as "Tenant" (the "Hops N Drops Lease"), only for as long as the Hops N Drops Lease remains in full force and effect. Upon expiration or earlier termination of the Hops N Drops Lease, the Owner of Lot 6 shall have no right to control the location of compact parking spaces.

b. The ingress and egress of any Permittees and the vehicles thereof to and from any portion of the Common Area and the public streets adjacent to the Common Area.

c. The installation, operation, maintenance, repair, replacement, relocation and removal of sanitary sewers, storm drains, storm detention and filtration facilities, water and gas mains, electric power lines and conduits, telephone lines and conduits, television cables, vaults, manholes, meters, pipelines, valves, hydrants, sprinkler controls and related utility and service facilities serving any part of the Project, all of which (except hydrants and transformers and other installations as may be requested by the utility company) shall be even with or below the surface of the Common Area or within Common Area walls or as otherwise directed by Declarant and in compliance with the Governmental Restrictions. All Owners shall cooperate in the granting of appropriate and proper easements to each other or to utility companies and governmental authorities for the installation, operation, maintenance, repair, replacement, relocation and removal of the facilities set forth above. Each Owner shall have the right to enter upon any portion of the Common Area as may be necessary or appropriate in order to accomplish the installation, operation, maintenance, repair, replacement, relocation and removal of the facilities referred to above; provided, however, such Owner does not unreasonably interfere with the use of the Common Area by Permittees and that no relocation or removal of any such facilities shall be made without the prior written consent of Declarant, which consent may be withheld by Declarant in its sole discretion.

d. The maintenance and repair of any of the items referred to in Section 4.2(c) above.

e. The ingress and egress of delivery and service trucks and vehicles to and from the Building Areas or any portion thereof and the public streets adjacent to the Project, the delivery of goods, wares and merchandise, and the rendering of services to all persons or other entities who may lease portions of the Building Areas. Each tenant or other occupant of the Project shall use commercially reasonable efforts to have deliveries made within the areas

designated for such purposes by Declarant. In the event it is necessary that deliveries be made other than in the areas designated by Declarant, such deliveries shall be made so as to cause the least amount of interference with the use of adjacent portions of the Common Area.

f. Subject to the prior written approval of Declarant, which will not be unreasonably withheld, the temporary use (including erection of ladders, scaffolding and store front barricades) during periods of construction, remodeling or repair, and ingress and egress for vehicles transporting construction materials and equipment and use thereof by construction equipment, upon the condition, however, that all construction, remodeling or repair of buildings and building appurtenances is diligently performed and such ladders, scaffolding and barricades are promptly removed upon completion of such work.

g. Reciprocal appurtenant easements for any encroachment, and for maintenance and use of any encroachment permitted under this Section which now or hereafter exists between any Parcel and any adjacent Common Areas or between any adjacent Parcels, to the extent that any such encroachment: (i) is not the result of any willful, knowing, or negligent conduct on the part of an Owner or Permittee, as the case may be; and (ii) extends for a distance of not more than three (3) feet, measured from any point on the common boundary along a line perpendicular to such boundary.

h. Easements over the Common Areas for natural drainage of storm water runoff from other portions of the Project. In addition, an easement is hereby reserved for Declarant to enter on, across, over, in, and under any portion of the Project (except for any Building Area) for the purpose of changing, correcting, or otherwise modifying the grade or drainage channels of the Project for the purpose of improving drainage from and across the Project; provided that the holders of such easement shall use all reasonable efforts to conduct any such work in a manner which minimizes any disturbance to the uses of the Project by Declarant, the Owners, and Permittees; shall undertake any such work expeditiously; and shall restore any areas affected by such work to a sightly and usable condition as soon as reasonably possible following the completion such work. No Person shall alter the natural drainage on or over any Parcel so as to increase materially the drainage of storm water onto adjacent portions of the Project without the consent of the Owner of the affected Parcel, which shall not be unreasonably withheld, conditioned or delayed.

i. Declarant or Declarant's agents and designees shall have the right, but not the obligation, to enter upon any Parcel, including any Building thereon, for emergency, security, or safety reasons (including the correction of any condition which may increase the possibility of a fire or other hazard in the event an Owner fails or refuses to cure the condition within a reasonable time after request by Declarant), to perform maintenance pursuant to this Declaration, and to determine whether such Parcel and improvements and the activities thereon comply with this Declaration. Except in an emergency situation, entry to any structure shall occur only during reasonable hours and after reasonable advance notice to the Owner thereof.

4.3 Common Area Alteration. To the extent the Project is developed, no Owner or other person shall alter any parking areas or other improvements located upon the Common Area without the prior written consent of Declarant. Notwithstanding the foregoing: (i) an Owner (or Declarant) shall have the right to excavate or conduct construction activities upon the

Common Area, if necessary, in connection with the installation, operation, maintenance, repair, replacement, relocation and removal of any utility or service facilities, subject, however, to the provisions of Section 4.2(c), so long as such excavation or construction activities shall be prosecuted diligently to completion; provided, that the consent of the Parcel Owner on whose Parcel such activity is to take place shall also be obtained, which consent shall not be unreasonably withheld, and the person causing such excavation or construction activities to be made shall forthwith, upon completion thereof, restore any portion of the Common Area affected thereby to the same condition as existed prior to the commencement of such installation or construction activities using the same type and quality of materials as previously used; and (ii) Declarant may make alterations in the Common Area as it shall deem appropriate or necessary. Any work performed in the Project pursuant to this subparagraph shall be performed so as to minimize the disruption of business operations conducted anywhere within the Project.

ARTICLE 5

OPERATION AND MAINTENANCE
OF BUILDING AREA AND COMMON AREA

5.1 Taxes and Assessments. All Owners shall pay, prior to delinquency, all Taxes on the property within the Project owned or leased by them. If any such Owner shall fail to pay such Taxes prior to delinquency, any other Owner or the tenant of any other Owner may pay such Taxes and the curing Owner or tenant may then bill the defaulting Owner for the expense incurred. If the defaulting Owner shall not pay such bill within thirty (30) days, the curing Owner or tenant shall have a lien on the property within the Project of the defaulting Owner for the amount of such bill, which amount shall bear interest at a rate equal to the Default Rate until paid. Such lien may be foreclosed by such Owner or tenant as provided in Article 7 below. An Owner (or the tenant or occupant of an Owner if such tenant or occupant has the right under its lease or occupancy agreement to contest Taxes) shall have the right, in good faith, to contest the amount of Taxes owing with respect to its property; provided, that such Owner (or tenant or occupant) shall take all such action as may be necessary to prevent any assessment or tax lien from being foreclosed or enforced with respect to any property within the Project, including, immediately following the request of Declarant, recording an adequate bond to remove such lien as a matter of record or to otherwise secure the payment of such lien.

5.2 Undivided Assessments. Any assessment for public improvements levied against the entire Project, rather than against individual Parcels, shall be paid by all Owners in accordance with the percentages determined pursuant to Section 5.9 below.

5.3 Building Maintenance. Each Owner shall maintain, or cause to be maintained, in a safe, clean, attractive and tenantable condition, all Buildings located upon its Parcel or Parcels. Each Owner of a Parcel shall keep the Buildings located on its Parcel in a high quality condition and state of repair, in compliance with all governmental laws, rules, regulations, orders and ordinances exercising jurisdiction therefor, and in compliance with the provisions of this Declaration. Each Permittee shall store all trash and garbage in adequate containers, locate such containers in the portions of the Project as are approved by Declarant, and arrange for regular removal of such trash or garbage. Each Owner shall maintain in good condition and repair all

utility facilities, lines and systems located on such Parcel. To the extent any such facilities, lines or systems serve more than one Parcel, such maintenance obligations shall be equitably shared between each such Owner so long as the cause for the need of any maintenance was not due to a negligent act or omission by one Owner or its Permittee or their respective agents or employees (in which event such Owner shall be solely responsible for all costs of such maintenance). Any Person performing or causing to be performed maintenance or repair work agrees to promptly pay all costs and expenses associated with such maintenance or repairs to be diligently and promptly completed and to promptly clean the area and restore any affected portion of the Common Areas to a condition equal to or better than the condition which existed prior to the commencement of such work.

5.4 Common Area Maintenance. Declarant shall operate and maintain, or cause to be operated and maintained, the Common Area, including the repairs or services with respect to the Common Areas, all of the costs and expenses for which shall be included in Common Area Maintenance Expenses; provided, however, Declarant shall have the right to allow any Parcel Owner or any occupant of any Parcel to self-maintain a Parcel so long as such Parcel is being maintained in a first class condition and consistent with the level of maintenance for the remainder of the Project. Declarant shall have the right to revoke any such grant of self-maintenance rights to a Person at any time upon thirty (30) days prior written notice if Declarant believes in its business judgment that such Person performing such self-maintenance is not performing such self-maintenance obligations consistent with the requirements of this Section.

5.5 Common Area Liability Insurance. As part of the operation of the Common Area (to the extent developed), Declarant shall obtain and maintain commercial general liability insurance insuring all Owners and such other persons who now or hereafter own portions of the Project, as their respective interests may appear, against claims for personal injury, death or property damage occurring in, upon or about the Common Area. Such insurance shall be written with an insurer licensed to do business in the State of Oregon. The limits of liability of all such insurance shall be at least Three Million Dollars (\$3,000,000.00) combined single limit, and may be increased by Declarant in its discretion from time to time. Declarant shall cause to be issued certificates of insurance to each of the Owners and have such certificates provide that such insurance shall not be canceled or amended without ten (10) days prior written notice to each of the Owners.

5.6 Proportionate Share of Common Area Maintenance Expenses. To the extent the Project is developed, Declarant shall expend only the monies reasonably necessary for the operation of the Common Area and for the maintenance thereof in order to keep the Common Area in good repair and clean condition. Each Owner shall pay to Declarant its proportionate share (determined pursuant to Section 5.9 below) of Common Area Maintenance Expenses. For the Partial Year and during the First Year, until the month following the delivery of the Statement referred to in Section 5.7 below, each Owner shall pay to Declarant, on or before the first day of each calendar month, its proportionate share of an estimate of the Common Area Maintenance Expenses for the Partial Year, which estimate shall be reasonably established by Declarant. Declarant may elect to have an independent third party property management company provide certain, or all, of the management for the expenditure and collection of amounts due under this Declaration, and for the related bookkeeping. The cost of such property manager shall be a Common Area Maintenance Expense.

5.7 Partial Year Expenses. On or before April 15 of the First Year, Declarant shall furnish each Owner with a statement (the "Statement") showing in reasonable detail the total Common Area Maintenance Expenses for the Partial Year. Commencing with the first day of the calendar month in the First Year immediately following the calendar month in which the Statement is furnished, as provided above, each Owner shall pay to Declarant on or before the first day of each calendar month an amount equal to such Owner's proportionate share of the quotient obtained by dividing the total Common Area Maintenance Expenses paid by Declarant for the Partial Year by the number of calendar months (including as a fraction any initial fractional calendar month) in such Partial Year. On or before April 15 of each calendar year thereafter, Declarant shall furnish each Owner with the Statement showing in reasonable detail the total actual Common Area Maintenance Expenses for the preceding calendar year. Commencing with the first day of the calendar month immediately following the calendar month in which the Statement is furnished, each Owner shall pay to Declarant on or before the first day of each calendar month an amount equal to such Owner's proportionate share of the quotient obtained by dividing the actual Common Area Maintenance Expenses paid by Declarant for the preceding calendar year by twelve (12). The failure of Declarant to furnish a Statement setting forth Common Area Maintenance Expenses within the time periods set forth above shall not constitute a default hereunder by Declarant or a waiver of Declarant's right to receive payment of an Owner's proportionate share thereof, except that Declarant shall be deemed to have waived its right to receive payment as to any Common Area Maintenance Expenses that are not set forth in a Statement delivered to the Owners within two (2) years after the date upon which they were incurred.

5.8 Full Year Expenses. Following the end of the Partial Year and each subsequent full calendar year of the term hereof and each Owner's receipt of a Statement of the total Common Area Maintenance Expenses for such year, the amounts due from each Owner as its proportionate share of the Common Area Maintenance Expenses for the Partial Year or full calendar year shall be adjusted between Declarant and each Owner. If any Owner's proportionate share of the total Common Area Maintenance Expenses for the Partial Year or full calendar year exceeds the amount prepaid by such Owner, such Owner shall pay to Declarant such excess within thirty (30) days following the Owner's receipt of Declarant's statement. If any Owner's proportionate share of the total Common Area Maintenance Expenses for the Partial Year or full calendar year is less than the amount prepaid by such Owner, the amount of excess prepayment by such Owner shall be credited against such Owner's future prepayment obligations regarding Common Area Maintenance Expenses, cumulative from month to month until such excess is exhausted.

5.9 Determination of Proportionate Share. Each Owner of a Parcel shall pay, as its proportionate share of Common Area Maintenance Expenses, that amount determined by multiplying the amount of such Common Area Maintenance Expenses by a percentage based on the ratio that the Floor Area of Owner's Parcel bears to the total Floor Area of all Parcels within the Project, as determined from time to time; provided, however: (i) to the extent any Common Area Maintenance Expenses relate to the operation or maintenance of Common Areas that serve fewer than all the Parcels (such as shared parking facilities that serve more than one but fewer than all the Parcels), such Common Area Maintenance Expenses shall be equitably shared between only the Parcels served by such Common Areas, (ii) to the extent any Owner of a Parcel is self-maintaining the Common Areas on such Parcel, the Floor Area of such Parcel shall be

excluded from the Floor Area of all Parcels within the Project in determining the Proportionate Share, and (iii) to the extent any Common Area Maintenance Expenses (including, but not limited to, expenses incurred pursuant to the Private Stormwater Covenant) are, as determined by Declarant in its business judgment, incurred primarily for the benefit of a particular occupant of the Project, such Common Area Maintenance Expenses shall be allocated to such occupant or the Owner of the Parcel in which such occupant operates its business, as reasonably determined by Declarant.

5.10 Owners' Duty to Maintain Common Area. If, following the development of the Project by Declarant, any period of time exists when no person is performing the duties of Declarant, each Owner shall have the obligation to maintain its Parcel(s) in a manner consistent with the provisions of this Declaration. If any such Owner shall fail to so maintain its own Parcel(s), then subject to Article 9, any other Owner or Permittee shall have the right to give the defaulting Owner written notice of such default specifying the particulars thereof. The Owner receiving such a notice shall have a period of thirty (30) days in which to cure such default, or, if the nature of the default is such that it cannot be reasonably cured within such 30 day period, the Owner shall commence to cure said default within such 30 day period and diligently pursue the curing of such default to completion. If the defaulting Owner does not cure such default within said 30 day period, or, if applicable, commence to cure such default within said 30 day period and diligently pursue the curing of such default to completion, then subject to Article 9, the Owner(s) and/or Permittee(s) giving the notice of default may do so and the curing Owner or Permittee may then bill the defaulting Owner for the expense incurred. If the defaulting Owner shall not pay such bill within fifteen (15) days, then the curing Owner or Permittee shall have a lien on the Parcel of the defaulting Owner for the amount of such bill, which amount shall bear interest at the Default Rate and which lien may be foreclosed as provided in Article 7.

5.11 Agents. In performing the duties of Declarant hereunder, Declarant may utilize such agents and independent contractors (including the Manager) as Declarant may designate.

5.12 Signs. Excepting Common Signs, no exterior identification signs shall be allowed within the Project except as set forth hereinafter.

a. No freestanding sign shall be permitted within the Project unless constructed in areas approved by Declarant. The designation of a freestanding sign location on a Parcel shall in no way obligate the Owner of such Parcel to construct such freestanding sign. Notwithstanding anything above to the contrary, an Owner shall be permitted to place within the Common Areas located on its Parcel directional signs or informational signs such as "Handicapped Parking", the temporary display of leasing information and the temporary erection of one sign identifying each contractor working on a construction job. Without the prior written consent of Declarant, no exterior identification sign attached to a building or interior sign displayed in a window of a building for viewing from the exterior of such building shall be of the type set forth below:

(i) placed on canopy roofs extending above the building roof, placed on penthouse walls, or placed so as to project above the parapet, canopy, or top of the wall upon which it is mounted;

(ii) placed at any angle to the building; provided, however, the foregoing shall not apply to any sign located under a sidewalk canopy if such sign is at least eight feet above the sidewalk; or

(iii) painted on the surface of any building.

b. Without the prior written consent of Declarant, all signs shall comply with the following requirements:

(i) No animated, flashing, moving or audible signs.

(ii) All signs and their installation shall comply with all local building and electrical codes.

(iii) No exposed conduit. All conductors, transformers and other equipment shall be concealed.

(iv) All signs shall be professionally made. No painted lettering, paper or cardboard signs, temporary signs (exclusive of contractor or real estate leasing or sale signs), stickers or decals without Declarant's prior written consent.

(v) No advertising placards, banners, pennants, names, insignia, trademarks or other descriptive material shall be affixed or maintained upon the exterior of glass panes and supports of the show windows and doors, or upon the exterior wall of the building or storefront unless specifically approved in writing by Declarant. The name and logo of a tenant in occupancy together with the days and hours of operation in a typestyle less than six inches (6") in height are excepted.

(vi) Subject to compliance with all applicable governmental regulations, the total length of sign shall in no event be more than 66% of the wall length measured along any frontage of each tenancy space within a Building. Each Permittee's total sign area shall be in accordance with the Governmental Restrictions.

(vii) No signs perpendicular to the wall face of the building or storefront.

ARTICLE 6

INSURANCE

6.1 Liability Insurance. Each Owner shall, during the term of this Declaration, except as otherwise expressly set forth herein, maintain, or cause to be maintained, at its sole expense, in full force and effect, with good and solvent insurance companies authorized and registered to do business in the State of Oregon and having a rating by Best's Insurance Reports of not less than A-/X, on all property within the Project owned or leased by such Owner and all Buildings and other improvements owned or leased by such Owner, a policy or policies of bodily injury and property damage liability insurance with combined single limits of at least Three

Million Dollars (\$3,000,000.00), in which all other Owners, Declarant, any Mortgagee of Declarant and any property manager of Declarant shall be named as additional insureds, insuring against any and all liability arising out of the maintenance, use and occupancy of the Building(s) and other improvements located on the property within the Project owned or leased by such Owner. Each Owner shall also maintain all-risk insurance coverage on all Buildings and improvements (including Common Areas) located upon that portion of the Project leased or owned by such Owner including loss or damage by fire and such other risks as are from time to time included in the all-risk coverage insurance policies customarily issued in Oregon in an amount not less than one hundred percent (100%) of the full replacement cost of such buildings and improvements. Such all-risk insurance policies shall be maintained with good and solvent insurance companies authorized to do business in and registered with the State of Oregon and having a rating by Best's Insurance Reports of not less than A-/X. Declarant shall be named as a loss payee on all such all-risk insurance policies.

6.2 Certificates. Each Owner shall, upon request thereof from Declarant or any other Owner, furnish to the party making such request certificates of insurance evidencing the existence of the insurance required to be carried pursuant to this Article. To the extent that the same shall not invalidate any insurance coverage obtained by an Owner, each Owner hereby waives any claim that it might have against any other Owner for damages which would be covered by any of the insurance required to be carried under this Article. Said mutual waivers shall be in addition to, and not in limitation or derogation of, any other waiver or release regarding any loss of, or any damage to, the said property of any Owner. Inasmuch as the said mutual waivers will preclude the assignment of any such claim by way of subrogation (or otherwise) to an insurance company (or any other person, firm or corporation), each Owner shall give to each insurance company which has issued to it policies of all-risk insurance, written notice of the terms of said mutual waivers, and shall have said insurance policies properly endorsed, if necessary, to prevent invalidation of said insurance coverages by reason of said waiver. All such insurance maintained pursuant to this Article shall provide that such insurance shall not be canceled or amended without ten (10) days prior written notice to Declarant.

If any Owner shall fail to maintain any of the insurance required to be maintained by such Owner pursuant to this Declaration, then subject to Article 9, any other Owner or Permittee shall have the right to give the defaulting Owner written notice of such default specifying the particulars thereof. The Owner receiving such a notice shall have a period of ten (10) days in which to cure such default. If the defaulting Owner does not cure such default within said 10 day period, then subject to Article 9, the Owner(s) and/or Permittee(s) giving the notice of default may do so and the curing Owner or Permittee may then bill the defaulting Owner for the expense incurred. If the defaulting Owner shall not pay such bill within ten (10) days, then the curing Owner or Permittee shall have a lien on the Parcel of the defaulting Owner for the amount of such bill, which amount shall bear interest at the Default Rate and which lien may be foreclosed as provided in Article 7.

6.3 Indemnification. Each Owner ("Indemnitor") covenants and agrees to defend, protect, indemnify and hold harmless each other Owner ("Indemnitee") from and against all claims, including any actions or proceedings brought thereon, and all costs, losses, expenses and liability (including reasonable attorneys' fees actually incurred and costs of suit) arising from or as a result of the injury to or death of any Person, or damage to the property of any Person

located on the Parcel owned or leased by Indemnitor, except for claims caused by the negligence or willful act or omission of Indemnitee or its agents, servants, partners or employees.

ARTICLE 7

ASSESSMENT LIEN

7.1 Assessment Lien Procedure. In the event any assessment or other sum of money payable by any Owner pursuant to any provision of this Declaration to any person is not paid when due and after expiration of any applicable grace period set forth herein, then the person to whom such sums are owing shall have the right to record, in the Official Records, a Notice of Assessment Lien which shall set forth the then delinquent amount owed by such Owner (including default interest, if applicable) and a legal description of the property within the Project owned or leased by such defaulting Owner. Upon recordation of such Notice of Assessment Lien, the then delinquent amount owing by such Owner, together with interest thereon, shall constitute an Assessment Lien upon the property within the Project described in the Notice of Assessment Lien and the person recording such Notice of Assessment Lien shall provide written notice of such recordation to the defaulting Owner. In the event the amount secured by such Assessment Lien is not paid in full within thirty (30) days after the defaulting Owner's receipt of notice that a Notice of Assessment Lien has been recorded, the person to whom such amounts are owing may enforce payment of the assessment or other amount due, or enforce the Assessment Lien against the property and interest of the delinquent Owner, by taking either or both of the following actions, concurrently or separately (by exercising either of the remedies set forth below, such person shall not prejudice or waive its right to exercise the other remedy, or such additional remedies as may be available under its lease or under applicable law):

- a. Bringing an action at law against the Owner personally obligated to pay the assessment or other sum of money;
- b. Foreclosing the Assessment Lien against the property of the Owner in accordance with the then prevailing Oregon law relating to the foreclosure of Mortgages (including the right to recover any deficiency); or
- c. Pursuing any other remedy at law or in equity.

7.2 Personal Obligation. Each assessment or amount due pursuant to any provision of this Declaration by an Owner, together with interest at the Default Rate, costs and attorneys' fees, shall be the personal obligation of such defaulting Owner, but such personal obligation of such Owner shall not be deemed to discharge or limit the charge on the land of any Assessment Lien encumbering the property of such Owner within the Project, regardless of a subsequent conveyance of that property. No Owner shall escape liability for payment of any amount due hereunder during any period that the Owner is not using the Common Area or by transfer or abandonment of such Owner's property. In the event any property within the Project as to which a Notice of Assessment Lien has been recorded pursuant to Section 7.1 above is sold, conveyed or otherwise transferred, in whole or in part, by the Owner thereof, such property shall

remain subject and subordinate to the Assessment Lien created by reason of the delinquency described in the Notice of Assessment Lien.

7.3 Priority. The Assessment Lien provided for above shall be superior to any and all other charges, liens or encumbrances which hereafter in any manner may arise or be imposed upon any portion of the Project; provided, however, that such Assessment Lien shall be subject and subordinate to:

a. Liens for taxes and other public charges which by applicable law are expressly made superior;

b. Any Mortgages recorded in the Official Records (and such other place as may be required or permitted by law) prior to the date of recordation of a Notice of Assessment Lien. All liens recorded subsequent to the recordation of a Notice of Assessment Lien shall be junior and subordinate to the Assessment Lien created by reason of the delinquency described in the recorded Notice of Assessment Lien; and

c. The rights of any and all tenants occupying any portion of the Project under written leases.

7.4 Cure. Upon the curing of any default for which a Notice of Assessment Lien was recorded, the person recording such Notice of Assessment Lien shall record an appropriate release of any Notice of Assessment Lien upon payment by the defaulting Owner of a reasonable fee, to be determined by such person, to cover the costs of preparing and recording such release, together with the payment of such other costs, including, without limitation, legal fees and court costs, interest or fees, as such person shall have incurred.

7.5 Late Charge/Default Interest. If any assessment or other sum of money payable by any Owner pursuant to any provision of this Declaration to any person is not paid when due and after expiration of any applicable grace period set forth herein, in addition to any other rights and remedies of Declarant for such Owner's default, such Owner shall pay to Declarant: (A) a late charge equal to ten percent (10%) of the overdue amount or five hundred dollars (\$500.00), whichever is greater, to cover additional administrative costs; and (B) interest on the delinquent amounts at a default rate of interest equal to the lesser of the maximum rate permitted by law, if any, or the Default Rate plus eight percent (8%) per annum, from the date due to the date paid.

ARTICLE 8

CASUALTY

8.1 Damage to Buildings. In the event any Building or appurtenant improvement on a Parcel is damaged or destroyed by any casualty, the Owner upon whose Parcel such Building and/or improvement is/was located shall promptly (i) repair and/or reconstruct such Building or improvement in accordance with the applicable provisions of this Declaration, or (ii) level such Building or improvement, remove the debris from the Parcel and keep the affected portions of the Parcel neat, orderly, and well maintained, and covered with planted grass, one

inch (1") of asphaltic concrete, a dust cap, decomposed granite or other appropriate ground cover approved by Declarant (in Declarant's sole discretion), until subsequently improved or constructed upon, provided that no such protective covering shall increase the drainage burden on any other Parcel.

8.2 Damage to Common Areas. Upon any damage or destruction to the Common Area on a Parcel during the term of this Declaration (i) from any cause insurable under an all-risk insurance policy of the type then customarily issued in the State of Oregon for similar property or (ii) if not so insurable, the cost of repair of which (including applicable governmental fees and exactions) does not exceed fifty percent (50%) of the then full replacement cost of all of the Common Area on such Parcel, the Owner upon whose Parcel such damage or destruction occurred shall, at its sole cost and expense, promptly after the occurrence of the event of damage or destruction, restore, repair or rebuild such damaged or destroyed Common Area. If the cost of repair under clause (ii) above exceeds fifty percent (50%) of the then full replacement cost of all of the Common Area on the subject Parcel and the Owner of the affected Parcel elects (which such election shall be made, if at all, within thirty (30) days following such damage or destruction) not to restore, repair or rebuild the damaged or destroyed Common Area, and if the damaged or destroyed Common Area includes or affects any entrances to the Project, access drives or drive aisles within the Project, or common utilities or signs, then any other Owner shall have the right, by written notice to the Owner upon whose Parcel such damage or destruction occurred, to elect to effect restoration, repair or rebuilding of all or any part of such damaged or destroyed Common Area, in which event the electing Owner or Owners shall effect such restoration, repair or rebuilding in accordance with the applicable provisions of this Declaration, and the Owner of the Parcel upon which such damage and destruction occurred shall bear the first of the costs incurred to restore, repair and rebuild the affected Common Area to the extent not in excess of fifty percent (50%) of the then full replacement cost of all of the Common Area on the subject Parcel, and the electing Owner or Owners shall bear all such costs exceeding fifty percent (50%) of the then full replacement cost of such Common Area. If an affected Owner is not obligated to repair damaged or destroyed Common Area pursuant to clause (ii) above, and no other Owner elects to effect such repair within thirty (30) days after the date the affected Owner determines not to proceed with such repairs, then the affected Owner shall promptly remove any debris from its Parcel and keep the affected portions of the Parcel neat, orderly, and well maintained, and covered with planted grass, one inch (1") of asphaltic concrete, a dust cap, decomposed granite or other appropriate ground cover approved by Declarant (in Declarant's sole discretion), until subsequently improved or constructed upon, provided that no such protective covering shall increase the drainage burden on any other Parcel. Unless the work of restoration, repair, rebuilding or improvement is carried out pursuant to the original plans and specifications for the construction of the Common Area, the plans or specifications for such work shall be subject to the prior written approval of Declarant as otherwise required pursuant to this Declaration. Each affected Owner shall use all due diligence to complete such restoration and repair of the Common Area as expeditiously as possible so that the same may be available for use as part of the Project with as little delay and as little disruption as circumstances permit.

ARTICLE 9
ENFORCEMENT OF COVENANTS.

9.1 Remedies. In the event of any breach of or other non-compliance with any provision of the Declaration (other than the provisions of Article 7, as to which the rights and remedies set forth therein shall apply), Declarant may: (i) bring an action to recover monetary damages; (ii) institute a proceeding in equity to obtain injunctive or other equitable relief; (iii) impose reasonable fines against such Owner in such amount as Declarant deems appropriate in response to the violation; (iv) enter the Parcel in question, remove, abate, modify, or replace the item which is the cause of such violation in a manner that results in conformance with the Declaration, and assess the cost thereof against the Owner of such Parcel; and/or (v) exercise any other right or remedy available to it at law, in equity, or under the Declaration.

9.2 Rights of Owners. Any action to enforce the Declaration may be instituted by Declarant. If, after written request from an aggrieved Owner or Permittee, Declarant fails to commence an action to enforce the Declaration within a reasonable period, then the aggrieved Owner or Permittee may bring such an action independently.

9.3 Limitation of Liability. Reasonable and good faith exercise of any rights of entry set forth in the Declaration shall not subject Declarant or its members, managers, agents, employees, or contractors to any liability for trespass, conversion, or other claim for damages. Neither Declarant, nor its members, managers, agents, employees, or contractors shall be liable to any Owner or other Person for failure at any time to enforce any of the Declaration.

9.4 Recovery of Costs and Fees. In the event any suit, action, or other proceeding is instituted to enforce any of the Declaration or in connection with any dispute arising thereunder, the prevailing party shall be entitled to recover its costs and expenses incurred in connection therewith, including such amount as the court may determine to be reasonable as attorneys' fees at trial and on any appeal or review.

9.5 Remedies Not Exclusive. An election to pursue any remedy provided for violation of the Declaration shall not prevent concurrent or subsequent exercise of other rights or remedies permitted thereunder. The remedies provided in this Declaration are not exclusive, but shall be in addition to all other remedies, including actions for damages and suits for injunctions and specific performance, available at law or in equity.

ARTICLE 10
GENERAL PROVISIONS

10.1 Successors and Assigns. Each easement, restriction and covenant contained herein shall be appurtenant to and for the benefit of all portions of the Project and shall be a burden thereon, for the benefit of all portions of the Project, and shall run with the land. This Declaration and the restrictions, easements, covenants, benefits and obligations created hereby shall inure to the benefit of and be binding upon Declarant and the Owners and their successors, transferees and assigns; provided, however, that, if any Owner transfers all of its interest in the Project, the transferee thereof shall automatically be deemed to have assumed and agreed to be bound by the covenants and agreements herein contained, and the transferor shall

thereupon be released and discharged from any and all obligations under this Declaration accruing after the date of sale. No Owner shall bring any action for partition or division of the Common Areas. By accepting a deed to or entering into a recorded contract of sale for a Parcel, each Owner shall be deemed to have specifically waived such Owner's rights to institute or maintain any partition or other action designed to cause a division of the Common Areas.

10.2 Run With the Land. The covenants, conditions and restrictions contained in this Declaration shall run with the land and be binding upon each and all of the parties (and upon all persons claiming under them) for a period of ninety-nine (99) years, and shall thereafter renew automatically for successive ten (10) year periods, unless Owners owning at least fifty-one percent (51%) of the land area within the Project otherwise elect in a writing recorded in the Official Records.

10.3 Modification. This Declaration may be modified in any respect whatsoever with the consent of Declarant without the necessity of obtaining the consent of any other Owner; provided, however if such a modification:

a. directly and materially affects the access to, visibility of Common Signs or parking on a Parcel; or

b. would result in an increase in Common Area Maintenance Expenses for a Parcel Owner by more than 15% from the immediately preceding calendar year;

then the Owner of any such affected Parcel must also consent to such modification. Such modification may only be accomplished by a written instrument duly executed and acknowledged by the requisite parties, and duly recorded in the Official Records and at such other place as may be necessary.

10.4 No Dedication to Public. Nothing herein contained shall be deemed to be a gift or dedication of any portion of the Project to the general public or for the general public or for any public purposes whatsoever, it being the intention of Declarant that this Declaration shall be strictly limited to and for the purposes herein expressed.

10.5 No Cancellation. No breach of this Declaration shall entitle any Owner to cancel, rescind or otherwise terminate this Declaration, but such limitation shall not affect in any manner any other rights or remedies which such Owner may have hereunder by reason of any breach of this Declaration.

10.6 Survival. If any clause, sentence or other portion of this Declaration shall become illegal, null or void for any reason, or shall be held by any court of competent jurisdiction to be so, the remaining portions hereof shall remain in full force and effect.

10.7 No Merger. The ownership of the entire Project by the same party shall not effect the termination of this Declaration.

10.8 Mortgagee Protection. Breach of any of the covenants or restrictions contained in this Declaration shall not defeat or render invalid the lien of any Mortgage made in good faith and for value as to the Project or any part thereof, but all of the foregoing provisions,

restrictions and covenants shall be binding upon and effective against any Owner whose title thereto is acquired by foreclosure, trustee's sale, deed in lieu of foreclosure or otherwise.

10.9 Minimization of Damages. In all situations arising out of this Declaration, all Persons shall attempt to avoid and minimize the damages resulting from the conduct of any other Person. It is expressly agreed that no breach of this Declaration shall entitle any Person to cancel, rescind, or otherwise terminate this Declaration, or defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value as to any part of the Project. However, such limitation shall not affect in any manner any other rights or remedies which a party may have hereunder by reason of any such breach.

10.10 No Third Party Beneficiary. Except as herein specifically provided, no rights, privileges or immunities set forth herein shall inure to the benefit of any customer, employee, guest, licensee or invitee of any Owner, tenant or occupant of any portion of the Project, nor shall any customer, employee, guest, licensee or invitee of such Owner, tenant or occupant be deemed to be a third party beneficiary of any of the provisions contained herein. Notwithstanding the foregoing, tenants and other occupants of the Project, and their customers, guests and invitees, shall be permitted to use the Common Area of the Project as set forth herein.

10.11 Condemnation. In the event of condemnation (or sale under threat of condemnation) by any duly constituted authority for a public or quasi-public use of all or any part of the Project, that portion of the award attributable to the value of the interest in the Parcel so taken shall be payable to the Owner of such Parcel and no claim thereon shall be made by any other Owner of any part of the Project; provided, however, that the other Owners may file collateral claims with the condemning authority over and above the value of the interest to be taken, provided no such collateral claim shall reduce the award to the Owner of the condemned Parcel. The Owner of any portion of the Common Areas on a Parcel so condemned shall promptly repair and restore the remaining portion of the Common Areas located on such Owner's Parcel (including reestablishing any common utility facilities) as nearly as practicable to the condition of the same immediately prior to such condemnation or transfer, to the extent that the proceeds of such award are sufficient to pay the cost of such restoration and repair and without contribution from any other Owner.

10.12 Captions. The captions heading the various Articles and Sections of this Declaration are for convenience and identification only, and shall not be deemed to limit or define the contents of their respective sections.

10.13 Consent. Unless otherwise set forth herein, any approval or consent required or requested of Declarant may be withheld in its sole and absolute discretion. Unless otherwise specified herein, any approval or consent required to be obtained hereunder by any Owner, other than Declarant, shall not be unreasonably withheld and shall be given or withheld within thirty (30) days after delivery of the request therefor. In the event an Owner whose approval or consent is sought pursuant to the immediately preceding sentence fails to respond within the applicable time period, such Owner shall be deemed to have approved of, or consented to, the matter in question.

10.14 Assignment. Except as otherwise expressly set forth herein, no Owner shall have the right to assign all or any portion of its rights, benefits, duties or obligations under this Declaration except in connection with a transfer or conveyance by such Owner of its interest in property within the Project (and any conveyance made by deed of trust, Mortgage or other security instrument as security for any obligation or indebtedness shall not be deemed to be a transfer or conveyance within the meaning of the foregoing). In the event, at any time, that an interest in the same portion of property within the Project shall be vested in more than one person, such persons shall designate one of them to act on behalf of all such persons in the performance of the provisions of this Declaration. Any such designation shall be in writing and duly executed and acknowledged by each such person, and a copy of such designation shall be given to all other Owners in accordance with the notice provisions of this Declaration. An original of such designation shall be recorded in the Official Records. A majority of such persons shall have the right, from time to time, to change the designation made by executing, acknowledging, delivering and recording a new notice of designation in the same manner set forth above.

10.15 Notices. Any notice, demand, request or other communication required or permitted to be given by an Owner, occupant or tenant of the Project to another Owner, occupant or tenant hereunder shall be in writing, signed by the party giving the notice, and shall be given by delivering the same in person, by a recognized overnight courier service which maintains delivery records (such as Federal Express), or by depositing the same in the United States mail, registered or certified, return receipt requested, first class postage, and postage prepaid. All notices shall be sent to the respective mailing addresses of the parties hereto at the following addresses, until such addresses are changed as hereinafter provided:

Declarant: DD Sherwood One, LLC
901 NE Glisan Street, Suite 100
Portland, OR 97232
Phone: (503) 297-8791

To any other Owner: At such address as such Owner shall designate in writing to Declarant, or at such Owner's address in the Project if such Owner shall fail to designate in writing another address to Declarant.

Declarant shall make all addresses furnished by any Owner pursuant to this Section 10.15 available to any Owner, occupant or tenant of the Project who shall so request such addresses. Any Owner may change its mailing address at any time by giving written notice of such change to Declarant in the manner provided herein at least ten (10) days prior to the date such change is effective. Personal service and service by recognized overnight courier service will be deemed to be complete upon receipt and service by mail will be deemed complete on deposit of said notice in the United States mail.

10.16 Estoppel Certificates. Each Owner shall deliver to any other Owner, without charge, within fifteen (15) days after request therefor, a written statement setting forth that, to the best of such Owner's knowledge, the requesting Owner is not in default in the performance of any of its obligations under this Declaration (or, if in default, setting forth the nature of such default), and that, to such Owner's actual knowledge and belief, there are no

outstanding Assessment Liens against the requesting Owner's Parcel (or stating the amount of any such Assessment Lien(s)).

10.17 Subdivision. Declarant has subdivided the Project into multiple Parcels. Each portion of the subdivided Project is a separate Parcel. No other Owner shall have the right to subdivide any Parcel.

10.18 Governing Law. Any matter arising between the Owners shall be governed by and determined in accordance with the laws of the State of Oregon, without regard to any conflicts of laws or choice of law provisions thereof.

10.19 Declarant. So long as DD Sherwood One, LLC ("Deacon") owns any Parcel within the Project, Deacon shall be the "Declarant" for purposes of this Declaration, unless it otherwise elects. At such time that Deacon no longer owns a Parcel within the Project or otherwise elects to no longer be Declarant hereunder, Owners owning a majority of the Parcels within the Project shall then elect another Owner to be Declarant hereunder. For all purposes under this Declaration, Deacon shall include its successors and assigns, by merger, consolidation or by purchase of all or substantially all of its assets and any person or entity, his or its successors or assigns, to which Declarant has assigned any or all of its rights and obligations by an express assignment which may be incorporated into a recorded instrument including but not limited to a deed, lease, option agreement, land sale contract or assignment as the case may be, transferring such interest if such assignee agrees in writing with the Declarant.

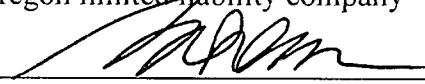
10.20 No Representations or Warranties. No representations or warranties of any kind, express or implied, have been given or made by Declarant or its agents or employees in connection with the Project, any parcel, or any improvement, including, without limitation, physical condition, zoning, compliance with applicable laws, fitness for intended use, operations, maintenance, cost of maintenance, level of assessments or taxes.

10.21 Other Agreements. Nothing contained in this Declaration shall be construed as a limitation on Declarant's right to enter into any supplemental agreement with the grantee or lessee of any Parcel (or portion thereof) on terms and conditions more favorable to Declarant or otherwise different than those contained herein; provided, however, in all events, any such agreement shall be subordinate to this Declaration.

IN WITNESS WHEREOF, Declarant has executed this Declaration the day and year first above written.

DECLARANT:

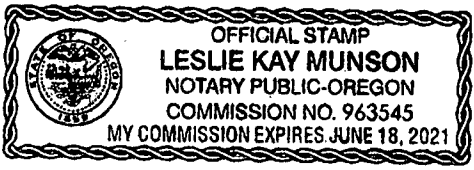
DD Sherwood One, LLC,
an Oregon limited liability company

By: 
Steve Deacon

Title: Manager

STATE OF OREGON)
)ss.
County of Multnomah)

On this day personally appeared before me Steve Deacon to me known to be the individual, or individuals described in and who executed the within and foregoing instrument, as the Manager of DD Sherwood One, LLC, an Oregon limited liability company, and acknowledged that he/she signed the same as his/her free and voluntary act and deed, for the uses and purposes therein mentioned on behalf of such limited liability company. Given under my hand and official seal this 30th day of April, 2019.



Leslie Kay Munson
Notary Public in and for the State of Oregon
Residing at 901 NE Gliban Street
My Commission Expires: 06/18/2021

EXHIBIT A

LEGAL DESCRIPTION OF PROJECT AND PARCELS

Project Description

Lots 1, 2, 3, 4, 5, 6 and 7 of the Plat of Cedar Creek Plaza, as recorded in document number 2018 059232 in Washington County, Oregon.

Parcel Descriptions

Lot 1 of the Plat of Cedar Creek Plaza, as recorded in document number 2018 059232 in Washington County, Oregon.

Lot 2 of the Plat of Cedar Creek Plaza, as recorded in document number 2018 059232 in Washington County, Oregon.

Lot 3 of the Plat of Cedar Creek Plaza, as recorded in document number 2018 059232 in Washington County, Oregon.

Lot 4 of the Plat of Cedar Creek Plaza, as recorded in document number 2018 059232 in Washington County, Oregon.

Lot 5 of the Plat of Cedar Creek Plaza, as recorded in document number 2018 059232 in Washington County, Oregon.

Lot 6 of the Plat of Cedar Creek Plaza, as recorded in document number 2018 059232 in Washington County, Oregon.

Lot 7 of the Plat of Cedar Creek Plaza, as recorded in document number 2018 059232 in Washington County, Oregon.

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

Brad Miller
Brix Law LLP
75 SE Yamhill
Suite 202
Portland, OR 97214

Washington County, Oregon **2019-064050**
D-R/BAM
Str=8 J CHOATE **09/18/2019 03:04:25 PM**
\$15.00 \$10.00 \$11.00 \$5.00 \$60.00 **\$101.00**

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

Space Above Reserved for Recording Information

**FIRST AMENDMENT TO
DECLARATION AND ESTABLISHMENT OF PROTECTIVE COVENANTS,
CONDITIONS AND RESTRICTIONS AND GRANT OF EASEMENTS**

This First Amendment (hereinafter "Amendment") is made this 12 day of September, 2019, by DD Sherwood One, LLC, an Oregon limited liability company ("Declarant"). This Amendment is made with reference to the Declaration and Establishment of Protective Covenants, Conditions and Restrictions and Grant of Easements dated as of April 30, 2019, and recorded in Washington County Official Records on May 1, 2019, as Document No. 2019-026258 (the "Declaration").

TERMS NOT OTHERWISE DEFINED HEREIN SHALL HAVE THE SAME MEANING AS IN THE DECLARATION, EXCEPT AS MODIFIED HEREIN.

1. Section 1.7 of the Declaration contemplated the recordation of a list of Existing Exclusives as Exhibit B to the Declaration but the recorded Declaration inadvertently omitted Exhibit B. Attached as Exhibit B is the accidentally omitted list of Existing Exclusives.

2. The following paragraph is added at the end of Section 4.2(a) regarding the potential use of a parking management plan in connection with the supervision of the parking of passenger vehicles in the Common Area:

Declarant shall enact and enforce a reasonable tiered parking management plan regarding parking in the Common Area that Declarant from time to time reasonably determines appropriate. The tiered parking management plan may include some or all of the following parking enforcement concepts: (i) installing signs limiting the duration of parking and/or the reserving the use of some of the parking spaces in the Common Area; (ii) Declarant's agent will monitor and advise parking offenders; (iii) Declarant's agent will issue notices and warnings to

FIRST AMERICAN NCS - 977639-0R1

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

Brad Miller
Brix Law LLP
75 SE Yamhill
Suite 202
Portland, OR 97214

E-RECORDED

simplifile®

ID: 2019-064050
County: Washington
Date: 9/18/19 Time: 3:04 PM

Space Above Reserved for Recording Information

**FIRST AMENDMENT TO
DECLARATION AND ESTABLISHMENT OF PROTECTIVE COVENANTS,
CONDITIONS AND RESTRICTIONS AND GRANT OF EASEMENTS**

This First Amendment (hereinafter "Amendment") is made this 12 day of September, 2019, by DD Sherwood One, LLC, an Oregon limited liability company ("Declarant"). This Amendment is made with reference to the Declaration and Establishment of Protective Covenants, Conditions and Restrictions and Grant of Easements dated as of April 30, 2019, and recorded in Washington County Official Records on May 1, 2019, as Document No. 2019-026258 (the "Declaration").

TERMS NOT OTHERWISE DEFINED HEREIN SHALL HAVE THE SAME MEANING AS IN THE DECLARATION, EXCEPT AS MODIFIED HEREIN.

1. Section 1.7 of the Declaration contemplated the recordation of a list of Existing Exclusives as Exhibit B to the Declaration but the recorded Declaration inadvertently omitted Exhibit B. Attached as Exhibit B is the accidentally omitted list of Existing Exclusives.

2. The following paragraph is added at the end of Section 4.2(a) regarding the potential use of a parking management plan in connection with the supervision of the parking of passenger vehicles in the Common Area:

Declarant shall enact and enforce a reasonable tiered parking management plan regarding parking in the Common Area that Declarant from time to time reasonably determines appropriate. The tiered parking management plan may include some or all of the following parking enforcement concepts: (i) installing signs limiting the duration of parking and/or the reserving the use of some of the parking spaces in the Common Area; (ii) Declarant's agent will monitor and advise parking offenders; (iii) Declarant's agent will issue notices and warnings to


FIRST AMERICAN NCS - 971639-OR1

parking offenders; and (iv) Declarant will engage a company to implement ticketing.

Except to the extent modified by this Amendment, all terms and conditions of the Declaration shall remain unchanged and in full force and effect.

IN WITNESS THEREOF, the undersigned has executed this Declaration as of the date first hereinabove written.

DD Sherwood One, LLC, an Oregon limited liability company

By: 
Steve Deacon, Manager

STATE OF OREGON }
 } ss.
COUNTY OF Multnomah }

This instrument was acknowledged before me on September 12, 2019, by Steve Deacon, as Manager of DD Sherwood One, LLC, an Oregon limited liability company, on behalf of such company.





NOTARY PUBLIC
My commission expires: 06/18/2021
Commission No.: 963545

Exhibit B

Existing Exclusives

1. Creek Plaza Fit, LLC dba Planet Fitness shall have the exclusive right to use its premises within the Retail Center to conduct a business for the primary purpose of a health club (defined as a place that houses exercise equipment for the purpose of physical exercise and charges for its use) or tanning salon.
2. Rock Solid Restaurants, LLC dba HopsNDrops and Landlord have agreed that Landlord shall not lease space in the Property to the following competitors of Hop Jack's: Fatburger, The Ram, Red Robin, Gordon Biersch, Blazing Onion, Rock Wood Fired Kitchen, Bob's Burgers and Brew, The Counter Burger, Cheers, Steak and Shake and TGI Fridays
3. MESK Investment 3693 LLC dba IHOP Restaurant and Landlord have agreed that Landlord shall not lease space in the Property to a business which derives more than ten percent (10%) of its gross sales from the operation of a sit-down, fast-casual breakfast restaurant
4. Sabydee, LLC dba Sabye Thai restaurant and Landlord have agreed that Landlord shall not lease space in the Property to a business whose primary business is Thai cuisine.
5. Luna Nails and Landlord have agreed that Landlord shall not lease to a business whose primary business is a nail salon and/or which derives more than fifteen percent (15%) of its gross sales from performing facial waxing services.
6. Sherwood Family Eye Health and Landlord have agreed Landlord shall not lease to a business which derives more than ten percent (10%) of its gross sales from the operation of an optometry office and store.
7. OnPoint Community Credit Union and Landlord have agreed Landlord shall not lease space in the retail center to a Competing Business (defined herein) of tenant, or a car title or payday loan serve. "Competing Business" shall mean a retail bank or credit union.
8. Starbucks Corporation and Landlord have agreed Landlord shall not lease space in the Property for the sale of (a) whole or ground coffee beans; (b) espresso, espresso-based drinks, or coffee-based drinks; (c) tea or teas-based drinks; (d) brewed coffee; and/or (e) tea, coffee and/or espresso based blended beverages.



First American Title Insurance Company

National Commercial Services

200 SW Market Street Suite 250

Portland, OR 97201

(503)795-7600 - Fax (866)678-0591

Title Officer: **Tina Carleton**

(503)795-7606

tcarleton@firstam.com

(866)678-0591

LOT BOOK SERVICE

Deacon Development Group
901 NE Glisan St Ste 100
Portland, OR 97232

Order No.: NCS-1075602-OR1

Attn: Ian Lewallen
Phone No.: (503)297-8791 - Fax No.: (503)297-8997
Email: ian.lewallen@Deacon.com

Re: Lots1, 2, 4, 5, 6, Cedar Creek Plaza

We have searched our Tract Indices as to the following described property:

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

and as of June 25, 2021 at 8:00 a.m.

We find that the last deed of record runs to

Lot 1: H & C Holdings, LLC, an Oregon limited liability company

Lot 2: DD Sherwood Two, LLC, an Oregon limited liability company

Lot 4: NWI OR3 LLC, an Oregon limited liability company

Lot 5: Jaffe Sherwood, LLC, a California limited liability company

Lot 6: CJRW, LLC, an Oregon limited liability company

We also find the following apparent encumbrances prior to the effective date hereof:

1. Limited access provisions contained in Deed to the State of Oregon, by and through its State Highway Commission recorded November 13, 1954 in [Book 362, page 480](#) Deed Records, which provides that no right of easement or right of access to, from or across the State Highway other than expressly therein provided for shall attach to the abutting property.

Document(s) declaring modifications thereof recorded April 15, 1965 as [Book 548, page 595](#) of Official Records.

The terms and provisions contained in the document entitled "Indenture of Access" recorded October 5, 2017 as Recording No. [2017-078742](#) of Official Records.

2. Easement, including terms and provisions contained therein:
Recording Date: May 14, 1958
Recording Information: [Book 404, page 599](#)
In Favor of: Adjacent property owners
For: Underground water supply pipeline
Affects: Lot 2

Document(s) declaring modifications thereof recorded October 29, 1958 as [Book 411, page 21](#) of Official Records.

3. Limited access provisions contained in Deed to the State of Oregon, by and through its State Highway Commission recorded May 31, 1991 as Recording No. [91028331](#) Deed Records, which provides that no right of easement or right of access to, from or across the State Highway other than expressly therein provided for shall attach to the abutting property.

The terms and provisions contained in the document entitled "Indenture of Access" recorded October 5, 2017 as Recording No. [2017-078742](#) of Official Records.

4. The terms and provisions contained in the document entitled "Declaration of Easement Agreement, Maintenance Agreement, and Prospective Easement Agreement" recorded July 25, 2003 as Recording No. [2003-121736](#) of Official Records.

(Affects Lot 2)

5. The terms and provisions contained in the document entitled "Declaration of Easements and Restrictive Covenants" recorded July 26, 2017 as Recording No. [2017-059133](#) of Official Records.

Document(s) declaring modifications thereof recorded December 19, 2018 as Recording No. [2018-085003](#) of Official Records.

6. Restrictions, conditions, dedications, notes, easements and provisions, if any, as contained and/or delineated on the face of the plat of Cedar Creek Plaza recorded August 27, 2018 as Recording No. [2018-059232](#), in Washington County, Oregon.
7. The terms and provisions contained in the document entitled "Declaration and Establishment of Protective Covenants, Conditions and Restrictions and Grant of Easements" recorded May 1, 2019 as Recording No. [2019-026258](#) of Official Records.

Document(s) declaring modifications thereof recorded September 18, 2019 as Recording No. [2019-064050](#) of Official Records.

8. The terms and provisions contained in the document entitled "Private Stormwater Facility Access & Maintenance Covenant" recorded May 14, 2019 as Recording No. [2019-029070](#) of Official Records.
9. Covenants, conditions, restrictions, and/or equitable servitudes contained in Memorandum of Lease between DD Sherwood One, LLC, an Oregon limited liability company as Landlord, Starbucks

Corporation, a Washington corporation, as Tenant, recorded July 7, 2019 as Recording No. [2019-043497](#).

10. Covenants Conditions and Restrictions contained in a Memorandum of Lease, Creek Plaza Fit LLC, an Oregon limited liability company DBA Planet Fitness, as tenant, recorded September 24, 2019 as Recording No. [2019-065830](#).
11. Covenants Conditions and Restrictions contained in a Memorandum of Lease, Rock Solid Restaurants, L.L.C., a Washington limited liability company, DBA Hop Jacks's Restaurant as tenant, recorded September 24, 2019 as Recording No. [2019-065831](#).
12. Covenants Conditions and Restrictions contained in a Memorandum of Lease, MESK Investment 3653 LLC, an Oregon limited liability company as tenant, recorded September 24, 2019 as Recording No. [2019-065832](#).
13. Covenants Conditions and Restrictions contained in a Memorandum of Lease, SABYDEE, LLC, an Oregon limited liability company, DBA Sabye Thai Street Food as tenant, recorded September 24, 2019 as Recording No. [2019-065833](#).
14. Covenants Conditions and Restrictions contained in a Memorandum of Lease, Thao Ho, DBA Luna Nails and Spa as tenant, recorded September 24, 2019 as Recording No. [2019-065834](#).
15. Covenants Conditions and Restrictions contained in a Memorandum of Lease, Sherwood Family Eye Health, an Oregon limited liability company as tenant, recorded September 24, 2019 as Recording No. [2019-065835](#).
16. Covenants Conditions and Restrictions contained in a Memorandum of Lease, OnPoint Community Credit Union as tenant, recorded September 24, 2019 as Recording No. [2019-065836](#).
17. A **Line of Credit** Deed of Trust to secure an original indebtedness of \$1,020,000.00 recorded September 7, 2018 as Recording No. [2018-061877](#) of Official Records.
Dated: September 7, 2018
Trustor: DD Sherwood Two, LLC, an Oregon limited liability company
Trustee: First American Title Company of Oregon
Beneficiary: M&T Real Estate Trust, a Maryland real estate investment trust

A document recorded September 7, 2018 as Recording No. [2018-062096](#), of Official Records provides that the Deed of Trust/Mortgage or the obligation secured thereby has been modified.

Document(s) declaring modifications thereof recorded April 1, 2021 as Recording No. [2021-040683](#) of Official Records.

(Affects Lot 2)

18. A Deed of Trust to secure an original indebtedness of \$2,992,500.00 recorded October 1, 2019 as Recording No. [2019-068373](#) of Official Records.
Dated: October 1, 2019
Trustor: H & C Holdings, LLC, an Oregon limited liability company
Trustee: First American Title Insurance Company
Beneficiary: Consolidated Community Credit Union

A document entitled "Assignment of Rents" recorded October 1, 2019 as Recording No. [2019-068374](#) of Official Records, as additional security for the payment of the indebtedness secured by the deed of trust.

(Affects Lot 1)

19. A Deed of Trust to secure an original indebtedness of \$1,000,000.00 recorded December 18, 2019 as Recording No. [2019-091915](#) of Official Records.
- Dated: December 10, 2019
 Trustor: CJRW, LLC, an Oregon limited liability company
 Trustee: Reconveyance Professionals, Inc.
 Beneficiary: HomeStreet Bank, a Washington state chartered commercial Bank

(Affects Lot 6)

20. The terms and provisions contained in the document entitled "Subordination, Non-Disturbance and Attornment Agreement" recorded December 18, 2019 as Recording No. [2019-091935](#) of Official Records. Tenant: Rock Solid Restaurants Oregon, L.L.C.

(Affects Lot 6)

21. Unrecorded leases or periodic tenancies, if any.

We have also searched our General Index for Judgments and State and Federal Liens against the Grantee(s) named above and find:

NONE

We also find the following unpaid taxes and city liens:

1. General and special taxes and assessments for the fiscal year 2021-2022, a lien not yet due or payable.
2. Taxes for the year 2020-2021

Tax Amount:	\$14,314.48
Unpaid Balance:	\$15,268.78, plus interest, if any
Code No.:	088.10
Map & Tax Lot No.:	2S130DA02200
Property ID/Key No.:	R2207396

(Affects Lot 2)

3. City liens, if any, for the city of Sherwood.

Note: An inquiry has NOT been made concerning the actual status of such liens. A fee of \$25.00 will be charged per tax account each time an inquiry request is made.

4. These premises are within the boundaries of the Clean Water Services District and are subject to the levies and assessments thereof.

NOTE: Taxes for the year 2020-2021, paid in full.

Tax Amount:	\$44,216.07
Code No.:	088.10
Map & Tax Lot No.	2S130DA02100
Property ID/Key No.	R2207395

(Affects Lot 1)

NOTE: Taxes for the year 2020-2021, paid in full.

Tax Amount:	\$17,722.62
Code No.:	088.10
Map & Tax Lot No.	2S130DA02400
Property ID/Key No.	R2207398

(Affects Lot 4)

NOTE: Taxes for the year 2020-2021, paid in full.

Tax Amount:	\$17,298.74
Code No.:	088.10
Map & Tax Lot No.	2S130DA02500
Property ID/Key No.	R2207399

(Affects Lot 5)

NOTE: Taxes for the year 2020-2021, paid in full.

Tax Amount:	\$11,932.83
Code No.:	088.10
Map & Tax Lot No.	2S130DA02600
Property ID/Key No.	R2207400

(Affects Lot 6)

THIS IS NOT a title report since no examination has been made of the title to the above described property. Our search for apparent encumbrances was limited to our Tract Indices, and therefore above listings do not include additional matters which might have been disclosed by an examination of the record title. We assume no liability in connection with this Lot Book Service and will not be responsible for errors or omissions therein. The charge for this service will not include supplemental reports, rechecks or other services.

Exhibit "A"

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

PARCEL I:

Lots 1, 2, 4, 5 and 6, CEDAR CREEK PLAZA, in the City of Sherwood, County of Washington and State of Oregon.

PARCEL II:

An access easement benefitting Lots 1 through 7, CEDAR CREEK PLAZA.



First American Title Insurance Company
National Commercial Services
200 SW Market Street, Suite 250
Portland, Oregon 97201

Escrow Officer: **Rene Moody**
Phone: **(503)795-7600**
Fax: **(866)678-0591**
E-mail **rmoody@firstam.com**

File No: **NCS-1066485-OR1**

PRELIMINARY TITLE REPORT

ALTA Owners Standard Coverage	Liability	\$ 4,870,000.00	Premium	\$	TBD
ALTA Owners Extended Coverage	Liability	\$	Premium	\$	
ALTA Lenders Standard Coverage	Liability	\$	Premium	\$	
ALTA Lenders Extended Coverage	Liability	\$	Premium	\$	TBD
ALTA Leasehold Standard Coverage	Liability	\$	Premium	\$	
ALTA Leasehold Extended Coverage	Liability	\$	Premium	\$	
Endorsements	Liability	\$	Premium	\$	
Govt Service Charge			Cost	\$	
Other				\$	

We are prepared to issue Title Insurance Policy or Policies in the form and amount shown above, insuring title to the following described land:

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

and as of 05/03/2021 at 8:00 a.m., [title to the fee simple estate is vested in:](#)

DD Sherwood One, LLC, an Oregon limited liability company

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

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records; proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the land or by making inquiry of persons in possession thereof.
3. Easements, or claims of easement, not shown by the public records; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.

4. Any encroachment (of existing improvements located on the subject land onto adjoining land or of existing improvements located on adjoining land onto the subject land), encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the subject land.
5. Any lien, or right to a lien, for services, labor, material, equipment rental or workers compensation heretofore or hereafter furnished, imposed by law and not shown by the public records.

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

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

- A. Survey or alternative acceptable to the company
 - B. Affidavit regarding possession
 - C. Proof that there is no new construction or remodeling of any improvement located on the premises. In the event of new construction or remodeling the following is required:
 - i. Satisfactory evidence that no construction liens will be filed; or
 - ii. Adequate security to protect against actual or potential construction liens;
 - iii. Payment of additional premiums as required by the Industry Rate Filing approved by the Insurance Division of the State of Oregon
6. City liens, if any, for the city of Sherwood.
- Note: An inquiry has NOT been made concerning the actual status of such liens. A fee of \$25.00 will be charged per tax account each time an inquiry request is made.
7. These premises are within the boundaries of the Clean Water Service District and are subject to the levies and assessments thereof.
8. Limited access provisions contained in Deed to the State of Oregon, by and through its State Highway Commission recorded November 13, 1954 in [Book 362, page 480](#), which provides that no right of easement or right of access to, from or across the State Highway other than expressly therein provided for shall attach to the abutting property.
- Document(s) declaring modifications thereof recorded April 15, 1965 as [Book 548, page 595](#).
- The terms and provisions contained in the document entitled "Indenture of Access" recorded October 5, 2017 as Recording No. [2017-078742](#).
9. Limited access provisions contained in Deed to the State of Oregon, by and through its State Highway Commission recorded May 31, 1991 as Recording No. [91028331](#), which provides that no right of easement or right of access to, from or across the State Highway other than expressly therein provided for shall attach to the abutting property.
- The terms and provisions contained in the document entitled "Indenture of Access" recorded October 5, 2017 as Fee No. [2017-078742](#).
10. The terms, provisions and easement(s) contained in the document entitled "Declaration of Easements and Restrictive Covenants" recorded July 26, 2017 as Recording No. [2017-059133](#).

11. A **Line of Credit** Deed of Trust to secure an original indebtedness of \$13,250,000.00 recorded December 01, 2017 as Recording No. [2017-094237](#).
Dated: December 01, 2017
Trustor: DD Sherwood One, LLC, a limited liability company organized under the laws of the State of Oregon
Trustee: First American Title Insurance Company
Beneficiary: M & T Real Estate Trust, a Maryland real estate investment trust, its successors and/or assigns

The Deed of Trust/Mortgage was Partially reconveyed as to Lot 2 by instrument recorded September 10, 2018 under Recording No. [2018-062204](#).

A document recorded December 19, 2018 as Recording No. [2018-085003](#), provides that the Deed of Trust/Mortgage or the obligation secured thereby has been modified.

The Deed of Trust/Mortgage was Partially reconveyed as to Lot 5 by instrument recorded October 08, 2019 under Recording No. [2019-070459](#).

The Deed of Trust/Mortgage was Partially reconveyed as to Lot 1 by instrument recorded October 08, 2019 under Recording No. [2019-070461](#).

(Covers More Property)

12. Restrictions shown on the recorded plat of CEDAR CREEK PLAZA.
13. Easements for sanitary sewer purposes as shown on the recorded plat of CEDAR CREEK PLAZA.
14. Easements for public utility purposes along their Frontage with SW Pacific Highway as shown on the recorded plat of CEDAR CREEK PLAZA.
15. Easements for storm sewer purposes as shown on the recorded plat of CEDAR CREEK PLAZA.
16. Easements for private storm sewer purposes as shown on the recorded plat of CEDAR CREEK PLAZA.
17. Easements for variable width storm sewer purposes as shown on the recorded plat of CEDAR CREEK PLAZA.
18. Covenants, conditions, restrictions and easements in the document recorded May 01, 2019 as Recording No. [2019-026258](#), but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, national origin, sexual orientation, marital status, ancestry, source of income or disability, to the extent such covenants, conditions or restrictions violate Title 42, Section 3604(c), of the United States Codes. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status.
- Document(s) declaring modifications thereof recorded September 18, 2019 as Recording No. [2019-064050](#).
19. The terms and provisions contained in the document entitled "Private Stormwater Facility Access & Maintenance Covenant" recorded May 14, 2019 as Recording No. [2019-029070](#) .
20. Covenants, Conditions and Restrictions contained in an unrecorded lease dated May 28, 2019, by and between DD Sherwood One, LLC, an Oregon limited liability company as lessor and Starbucks

Corporation, a Washington corporation as lessee, as disclosed by a Memorandum of Lease recorded July 08, 2019 as Recording No. [2019-043497](#) .

(Covers More Property)

21. Covenants, Conditions and Restrictions contained in an unrecorded lease dated July 31, 2017, executed by DD Sherwood One, LLC, an Oregon limited liability company as lessor and Creek Plaza Fit, LLC, an Oregon limited liability company, dba Planet Fitness as lessee, as disclosed by a Memorandum of Lease recorded September 24, 2019 as Recording No. [2019-065830](#).

(Covers More Property)

22. An unrecorded lease dated August 17, 2017, executed by DD Sherwood One, LLC, an Oregon limited liability company as lessor and Rock Solid Restaurants, L.L.C., a Washington limited liability company, dba Hop Jack's Restaurant as lessee, as disclosed by a Memorandum of Lease recorded September 24, 2019 as Recording No. [2019-065831](#).

(Covers More Property)

23. Covenants, Conditions and Restrictions contained in an unrecorded lease dated April 10, 2018, executed by DD Sherwood One, LLC, an Oregon limited liability company as lessor and MESK Investments 3653 LLC, an Oregon limited liability company as lessee, as disclosed by a Memorandum of Lease recorded September 24, 2019 as Recording No. [2019-065832](#).

(Covers More Property)

24. Covenants, Conditions and Restrictions contained in an unrecorded lease dated June 25, 2018, executed by DD Sherwood One, LLC, an Oregon limited liability company as lessor and SABYDEE, LLC, an Oregon limited liability company dba Sabye Thai Street Food as lessee, as disclosed by a Memorandum of Lease recorded September 24, 2019 as Recording No. [2019-065833](#).

(Covers More Property)

25. Covenants, Conditions and Restrictions contained in an unrecorded lease dated July 03, 2018, executed by DD Sherwood One, LLC, an Oregon limited liability company as lessor and Thao Ho, an individual dba Luna Nails and Spa as lessee, as disclosed by a Memorandum of Lease recorded September 24, 2019 as Recording No. [2019-065834](#).

(Covers More Property)

26. Covenants, Conditions and Restrictions contained in an unrecorded lease dated July 09, 2018, executed by DD Sherwood One, LLC, an Oregon limited liability company as lessor and Sherwood Family Eye health, LLC an Oregon limited liability company as lessee, as disclosed by a Memorandum of Lease recorded September 24, 2019 as Recording No. [2019-065835](#).

(Covers More Property)

27. Covenants, Conditions and Restrictions contained in an unrecorded lease dated August 26, 2019, executed by DD Sherwood One, LLC, an Oregon limited liability company as lessor and OnPoint Community Credit Union, an Oregon community credit union as lessee, as disclosed by a Memorandum of Lease recorded September 24, 2019 as Recording No. [2019-065836](#).

(Covers More Property)

28. Evidence of the authority of the individual(s) to execute the forthcoming document for DD Sherwood One, LLC, an Oregon limited liability company, copies of the current operating agreement should be submitted prior to closing.
29. Unrecorded leases or periodic tenancies, if any.

-END OF EXCEPTIONS-

INFORMATIONAL NOTES

Property Address: 16784 South West Edy Road, **Sherwood, OR**

NOTE: This report does not include a search for Financing Statements filed in the office of the Secretary of State, or in a county other than the county wherein the premises are situated, and no liability is assumed if a Financing Statement is filed in the office of the County Clerk (Recorder) covering fixtures on the premises wherein the lands are described other than by metes and bounds or under the rectangular survey system or by recorded lot and book.

NOTE: Washington County Ordinance No. 267, filed August 5, 1982 in Washington County, Oregon, imposes a tax of \$1.00 per thousand or fraction thereof on the transfer of real property located within Washington County.

NOTE: Taxes for the year 2020-2021, paid in full.

Tax Amount:	\$26,967.70
Code No.:	088.30
Map & Tax Lot No.	2S130DA02300
Property ID/Key No.	R2207397

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



First American Title Insurance Company of Oregon

SCHEDULE OF EXCLUSIONS FROM COVERAGE

1. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 2006 EXCLUSIONS FROM COVERAGE

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

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;
 or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
 - (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - (a) a fraudulent conveyance or fraudulent transfer, or
 - (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

2. American Land Title Association OWNER POLICY - 2006 EXCLUSIONS FROM COVERAGE

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

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;
 or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
 - (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risks 9 and 10); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer; or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

Exhibit "A"

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

PARCEL I:

LOT 3, CEDAR CREEK PLAZA (PLAT FEE NO. [2018 059232](#)), IN THE CITY OF SHERWOOD, COUNTY OF WASHINGTON AND STATE OF OREGON.

PARCEL II:

AN ACCESS EASEMENT AS SET FORTH IN THE RECORDED PLAT OF CEDAR CREEK PLAZA (PLAT FEE NO. [2018 059232](#)), IN THE CITY OF SHERWOOD, COUNTY OF WASHINGTON AND STATE OF OREGON.



**First American Title Insurance Company
National Commercial Services
200 SW Market Street, Suite 250
Portland, Oregon 97201**

Escrow Officer: **Rene Moody**
Phone: **(503)795-7600**
Fax: **(866)678-0591**
E-mail **rmoody@firstam.com**

File No: **NCS-1072491-OR1**

PRELIMINARY TITLE REPORT

ALTA Owners Standard Coverage	Liability	\$	Premium	\$
ALTA Owners Extended Coverage	Liability	\$	Premium	\$
ALTA Lenders Standard Coverage	Liability	\$	Premium	\$
ALTA Lenders Extended Coverage	Liability	\$	Premium	\$
ALTA Leasehold Standard Coverage	Liability	\$	Premium	\$
ALTA Leasehold Extended Coverage	Liability	\$	Premium	\$
Endorsements	Liability	\$	Premium	\$
Govt Service Charge			Cost	\$
Other				\$

We are prepared to issue Title Insurance Policy or Policies in the form and amount shown above, insuring title to the following described land:

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

and as of 06/02/2021 at 8:00 a.m., title to the fee simple estate is vested in:

DD Sherwood One, LLC, an Oregon limited liability company

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

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

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

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

- A. Survey or alternative acceptable to the company
- B. Affidavit regarding possession
- C. Proof that there is no new construction or remodeling of any improvement located on the premises. In the event of new construction or remodeling the following is required:
 - i. Satisfactory evidence that no construction liens will be filed; or
 - ii. Adequate security to protect against actual or potential construction liens;
 - iii. Payment of additional premiums as required by the Industry Rate Filing approved by the Insurance Division of the State of Oregon
6. General and special taxes and assessments for the fiscal year 2021-2022, a lien not yet due or payable.
7. City liens if any of the City of Sherwood.
8. These premises are within the boundaries of the Clean Water Service District and are subject to the levies and assessments thereof.
9. Limited access provisions contained in Deed to the State of Oregon, by and through its State Highway Commission recorded November 13, 1954 as Volume 362, Page 0480, which provides that no right of easement or right of access to, from or across the State Highway other than expressly therein provided for shall attach to the abutting property.

Document(s) declaring modifications thereof recorded April 15, 1965 as Volume 548, Page 0595.

The terms and provisions contained in the document entitled "Indenture of Access" recorded October 5, 2017 as Fee No. 2017 078742.

10. Limited access provisions contained in Deed to the State of Oregon, by and through its State Highway Commission recorded May 31, 1991 as Fee No. 91028331, which provides that no right of easement or right of access to, from or across the State Highway other than expressly therein provided for shall attach to the abutting property.

The terms and provisions contained in the document entitled "Indenture of Access" recorded October 5, 2017 as Fee No. 2017 078742.

11. The terms and provisions contained in the document entitled "Declaration of Easements and Restrictive Covenants" recorded July 26, 2017 as Fee No. 2017 059133.
12. **A Line of Credit** Deed of Trust to secure an original indebtedness of \$13,250,000.00 recorded December 01, 2017 as Fee No. 2017 094237.
Dated: December 01, 2017
Trustor: DD Sherwood One, LLC, a limited liability company organized under the laws of the State of Oregon
Trustee: First American Title Insurance Company
Beneficiary: M & T Real Estate Trust, a Maryland real estate investment trust, its successors and/or assigns

The above deed of trust states that it is a construction deed of trust.

The Deed of Trust/Mortgage was Partially reconveyed as to Lot 2 of Cedar Creek Plaza by instrument recorded September 10, 2018 as Fee No. 2018 062204.

A document recorded December 19, 2018 as Fee No. 2018 085003, provides that the Deed of Trust/Mortgage or the obligation secured thereby has been modified.

Affects: The land and other property.

13. Restrictions, conditions, dedications, notes, easements and provisions, if any, as contained and/or delineated on the face of the plat of Cedar Creek Plaza recorded as under Plat Fee No. 2018-059232, in Washington County, Oregon.
14. The terms, provisions and easement(s) contained in the document entitled "Declaration and Establishment of Protective Covenants, Conditions and Restrictions and Grant of Easements" recorded May 1, 2019 as Fee No. 2019 026258 .

Document(s) declaring modifications thereof recorded September 18, 2019 as Fee No. 2019 064050.
15. The terms, provisions and easement(s) contained in the document entitled "Private Stormwater Facility Access & Maintenance Covenant" recorded May 14, 2019 as Fee No. 2019 029070 .
16. Covenants, conditions, restrictions and equitable servitudes contained in an unrecorded lease dated May 28, 2019, executed by DD Sherwood One, LLC, an Oregon limited liability company as lessor and Starbucks Corporation, a Washington corporation as lessee, as disclosed by a Memorandum of Lease recorded July 8, 2019 as Fee No. 2019 043497.
17. Terms and provisions of an unrecorded lease dated July 31, 2017, by and between DD Sherwood One, LLC, an Oregon limited liability company as lessor and Creek Plaza Fit LLC, an Oregon limited

liability company DBA Planet Fitness as lessee, as disclosed by a Memorandum of Lease recorded September 24, 2019 as 2019-065830 of Official Records.

(Affects this and other property)

18. Covenants Conditions and Restrictions contained in a Memorandum of Lease, Rock Solid Restaurants, L.L.C., a Washington limited liability company, DBA Hop Jacks's Restaurant as tenant, recorded September 24, 2019 as Instrument No. 2019-965831

(Affects this and other property)

19. Covenants Conditions and Restrictions contained in a Memorandum of Lease, MESK Investment 3653 LLC, an Oregon limited liability company as tenant, recorded September 24, 2019 as Instrument No. 2019-065832

(Affects this and other property)

20. Covenants Conditions and Restrictions contained in a Memorandum of Lease, SABYDEE, LLC, an Oregon limited liability company, DBA Sabye Thai Street Food as tenant, recorded September 24, 2019 as Instrument No. 2019-065833

(Affects this and other property)

21. Covenants Conditions and Restrictions contained in a Memorandum of Lease, Thao Ho, DBA Luna Nails and Spa as tenant, recorded September 24, 2019 as Instrument No. 2019-065834

(Affects this and other property)

22. Covenants Conditions and Restrictions contained in a Memorandum of Lease, Sherwood Family Eye Health, an Oregon limited liability company as tenant, recorded September 24, 2019 as Instrument No. 2019-065835

(Affects this and other property)

23. Covenants Conditions and Restrictions contained in a Memorandum of Lease, OnPoint Community Credit Union as tenant, recorded September 24, 2019 as Instrument No. 2019-065836

(Affects this and other property)

24. Evidence of the authority of the individual(s) to execute the forthcoming document for DD Sherwood One, LLC, an Oregon limited liability company, copies of the current operating agreement should be submitted prior to closing.

25. Title to vest in an incoming owner whose name is not disclosed. Such name must be furnished to us so that a name search may be made.

26. Any claim that the Title is subject to a trust or lien created under The Perishable Agricultural Commodities Act, 1930 (7 U.S.C. §§499a, et seq.) or the Packers and Stockyards Act (7 U.S.C. §§181 et seq.) or under similar state laws.

27. Unrecorded leases or periodic tenancies, if any.

-END OF EXCEPTIONS-

INFORMATIONAL NOTES

NOTE: This report does not include a search for Financing Statements filed in the office of the Secretary of State, or in a county other than the county wherein the premises are situated, and no liability is assumed if a Financing Statement is filed in the office of the County Clerk (Recorder) covering fixtures on the premises wherein the lands are described other than by metes and bounds or under the rectangular survey system or by recorded lot and book.

NOTE: Washington County Ordinance No. 267, filed August 5, 1982 in Washington County, Oregon, imposes a tax of \$1.00 per thousand or fraction thereof on the transfer of real property located within Washington County.

NOTE: Taxes for the year 2020-2021, paid in full.

Tax Amount:	\$25,840.65
Code No.:	088.10
Map & Tax Lot No.	2S130DA-02700
Property ID/Key No.	R2207401

**THANK YOU FOR CHOOSING FIRST AMERICAN TITLE
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First American Title Insurance Company of Oregon

SCHEDULE OF EXCLUSIONS FROM COVERAGE

1. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 2006 EXCLUSIONS FROM COVERAGE

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

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;
 or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
 - (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - (a) a fraudulent conveyance or fraudulent transfer, or
 - (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

2. American Land Title Association OWNER POLICY - 2006 EXCLUSIONS FROM COVERAGE

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

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;
 or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
 - (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risks 9 and 10); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer; or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

Exhibit "A"

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

PARCEL I:

LOT 7 OF THE PLAT OF CEDAR CREEK PLAZA AS RECORDED ON AUGUST 27, 2018 UNDER PLAT FEE NO. 2018 059232, IN THE CITY OF SHERWOOD, COUNTY OF WASHINGTON AND STATE OF OREGON.

PARCEL II:

AN ACCESS EASEMENT AS SET FORTH IN THE RECORDED PLAT OF CEDAR CREEK PLAZA AS RECORDED ON AUGUST 27, 2018 UNDER PLAT FEE NO. 2018 059232, IN THE CITY OF SHERWOOD, COUNTY OF WASHINGTON AND STATE OF OREGON