

**CITY OF SHERWOOD  
AUGUST 10, 2022  
STAFF REPORT AND NOTICE OF DECISION**



**SHERWOOD COMMERCE CENTER  
(PHASE II – SITE GRADING)  
SITE PLAN REVIEW  
LU 2021-016 SP**

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**PROPOSAL:** The applicant is proposing to remove the existing trees and perform rough preliminary grading on the site in preparation for future development. This application will be followed by a development application on the subject property for the second phase of the Sherwood Commerce Center development.

**I. BACKGROUND**

- A. Applicant: VLMK Engineering + Design  
3933 S. Kelly Ave.  
Portland, OR 97239
- Owner: Sherwood Commerce Center, LLC  
1121 SW Salmon St., Suite 500  
Portland, OR 97205
- B. Location: 21600 SW Oregon St. / 14240 SW Tonquin Rd. / 14250 SW  
Tonquin Rd. / 14260 SW Tonquin Rd.
- C. Review Type: Type II Site Plan Review
- D. Public Notice: Notice of the application was provided in accordance with § 16.72.020 of the Sherwood Zoning and Development Code (SZDC) as follows: notice was distributed in five locations throughout the City, posted on the property, and mailed to property owners within 1,000 feet of the site on or before June 15, 2022.
- E. Review Criteria: SZCDC Chapter 16.31 Industrial Land Use Districts ; Chapter 16.90 Site Planning ; Chapter 16.142 Parks, Trees, and Open Spaces ; Chapter 16.144 Wetland, Habitat, and Natural Areas
- F. History and Background: The subject property was annexed to the City of Sherwood in 2022 (Ord. 2022-003) and is located within the Tonquin

Employment Area (TEA). This area was added to the Urban Growth Boundary by the Metro Council in 2004. In conjunction with Metro adding this area to the Urban Growth Boundary, the City of Sherwood undertook extensive planning of the TEA including transportation and public utilities through the TEA Concept Plan (Ordinance 2010-014) and TEA Implementation Plan (Resolution 2015-051).

G. Existing Conditions: The subject site is comprised of six (6) tax lots. Single-family residences are located on some of the lots and are proposed to be removed prior to grading. The remainder of the site is undeveloped and is primarily forested.

H. Surrounding Land Uses:

- West: Undeveloped industrial land
- South: Undeveloped industrial land
- East: Undeveloped industrial land
- North: Undeveloped industrial land

I. Current Zoning: Employment Industrial

**II. AFFECTED AGENCY AND PUBLIC COMMENTS**

A. Notice of the application was sent to affected agencies via email on June 9, 2022. The following responses were received:

1. City of Sherwood Engineering Department provided land use comments included as Exhibit B1. The comments address public utilities and grading / erosion control.
2. Washington County Land Use & Transportation – Washington County has provided comments included as Exhibit B2. The comments address construction access.
3. Clean Water Services provided a memorandum dated July 5, 2022 (Exhibit B3). The memorandum provides Conditions of Approvals related to CWS regulations for stormwater, erosion control, and sensitive habitat areas. The applicant has also submitted a CWS Service Provider Letter (Exhibit A) which addresses water quality and sensitive habitat protection requirements.
4. The following agencies acknowledged the application without expressing any issues or concerns: ODOT Rail,

B. Public Comments – no public comments were received

### III. APPLICABLE CODE PROVISIONS

*Note – three asterisks (\*\*\*) Indicates code has been omitted because it is not applicable*

#### Chapter 16.72 PROCEDURES FOR PROCESSING DEVELOPMENT PERMITS

##### 16.72.010 – Generally

###### A. Classifications

Except for Final Development Plans for Planned Unit Developments, which are reviewed per Section 16.40.030, all quasi-judicial development permit applications and legislative land use actions shall be classified as one of the following:

###### 2. Type II

The following quasi-judicial actions shall be subject to a Type II review process:

- c. "Fast-track" Site Plan review, defined as those site plan applications which propose less than 15,000 square feet of floor area, parking or seating capacity of public, institutional, commercial or industrial use permitted by the underlying zone, or up to a total of 20% increase in floor area, parking or seating capacity for a land use or structure subject to a Conditional Use Permit, except as follows: auditoriums, theaters, stadiums, and those applications subject to Section 16.72.010.A.4.

**ANALYSIS:** The application is proposing to grade the site for future industrial development. Less than 15,000 SF of floor area, parking, and seating capacity is proposed. The application is being processed as a Type II quasi-judicial action in conformance with the section above.

**FINDING:** This criterion is met.

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###### B. Hearing and Appeal Authority

3. The quasi-judicial Hearing and Appeal Authorities shall be as follows:

- b. The Type II Hearing Authority is the Planning Director and the Appeal Authority is the Planning Commission.
  - (1) The Planning Director's decision shall be made without a public hearing, but not until at least fourteen (14) days after a public notice has been

mailed to the applicant and all property owners within 1,000 feet of the proposal. Any person may submit written comments to the Planning Director which address the relevant approval criteria of the Zoning and Development Code. Such comments must be received by the Planning Department within fourteen (14) days from the date of the notice.

- (2) Any person providing written comments may appeal the Planning Director's decision.

**ANALYSIS:** The application is being processed as a Type II quasi-judicial decision with the Planning Director as the Hearing Authority. Notice of the application was provided on or before June 15, 2022 which included at least 14 days for comment and testimony prior to issuance of the Notice of Decision.

**FINDING:** These criteria have been met.

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## **Chapter 16.31 - INDUSTRIAL LAND USE DISTRICTS**

### **16.31.010 - Purpose**

- A. **Employment Industrial (EI) - The EI zoning district provides employment areas that are suitable for, and attractive to, key industries and industry clusters that have been identified by the State of Oregon and the City's economic development strategy as important to the state and local economy. The following are preferred industry sectors for areas zoned EI: Clean Technology; Technology and Advanced Manufacturing; and Outdoor Gear and Active Wear.**

**Land zoned EI shall provide for large and medium-sized parcels for industrial campuses and other industrial sites that can accommodate a variety of industrial companies and related businesses. Areas zoned EI are also intended to provide the opportunity for flex building space within small- and medium-sized industrial campuses and business parks to accommodate research and development companies, incubator/emerging technology businesses, related materials and equipment suppliers, and/or spin-off companies and other businesses that derive from, or are extensions of, larger campus users and developments. Retail and commercial uses are allowed only when directly supporting area employers and employees.**

**16.31.020 - Uses**

- A. The table below identifies the land uses that are permitted outright (P), permitted conditionally (C) and not permitted (N) in the industrial zoning districts. The specific land use categories are described and defined in Chapter 16.88.**
- B. Uses listed in other sections of this Code, but not within this specific table are prohibited.**
- C. Any use not otherwise listed that can be shown to be consistent or associated with the uses permitted outright or conditionally in the industrial zones or contribute to the achievement of the objectives of the industrial zones may be permitted outright or conditionally, utilizing the provisions of Chapter 16.88.**
- D. Additional limitations for specific uses are identified in the footnotes of this table.**

<b>Uses Industrial</b>	<b>EI<sup>1</sup></b>
<b>Manufacture, compounding, processing, assembling, packaging, treatment, fabrication of products contained wholly within an enclosed building provided exterior odor and noise is consistent with municipal code standards and there is no unscreened storage and not otherwise regulated elsewhere in the code</b>	<b>P</b>
<b>Distribution and warehousing up to 150,000 square feet, provided product(s) are stored within an enclosed building <sup>9</sup></b>	<b>P</b>
<b>Distribution and warehousing greater than 150,000 square feet provided product(s) are stored within an enclosed building <sup>9</sup></b>	<b>C</b>
<b>Medical or dental laboratories, including biomedical compounding</b>	<b>P</b>
<b>Research and development and associated manufacturing</b>	<b>P</b>
<b>Business and professional offices <sup>3</sup></b>	<b>P</b>
<b>Any incidental business, service, processing, storage or display, not otherwise permitted, that is essential to and customarily associated with a use permitted</b>	<b>P</b>

<b>outright, provided said incidental use is conducted entirely within an enclosed building</b>	
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- 1 See special criteria for the EI zone, 16.31.050 and the Tonquin Employment Area (TEA), 16.31.060.
- 3 Limited in size to five thousand (5,000) square feet in a single outlet and no more than twenty thousand (20,000) square feet in multiple outlets in the same development project.
- 9 For standalone warehousing and distribution only. Warehousing and distribution associated with another approved use is ancillary and permitted without size limitations.
- 11 Except for towers located within one thousand (1,000) feet of the Old Town District which are prohibited.

**ANALYSIS:** The applicant is proposing site grading activities only. No uses are proposed at this time. The applicant is required to obtain a separate land use approval for permanent improvements on the site.

**FINDING:** This standard is met.

**16.31.030 - Development Standards**

**A. Generally**

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

**B. Development Standards**

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

Development Standards by Zone	EI Zone	Proposed (See Exhibit A – Sheet G1.0)
<b>Lot area – Industrial Uses:</b>	<b>3 acres <sup>9</sup></b>	<b>38.74 acres</b>

<b>Lot area – Commercial Uses (subject to Section 16.31.050):</b>	<b>10,000 SF</b>	<b>n/a</b>
<b>Lot width at front property line:</b>	<b>100 feet</b>	<b>Greater than 100 ft. along all street frontages</b>
<b>Lot width at building line:</b>	<b>100 feet</b>	<b>Greater than 100 ft. along all street frontages</b>
<b>Front yard setback<sup>11</sup></b>	<b>20 feet</b>	<b>&gt; 20 ft. to all streets</b>
<b>Side yard setback<sup>10</sup></b>	<b>None</b>	<b>&gt; 80 ft. (east property line)</b>
<b>Rear yard setback<sup>11</sup></b>	<b>None</b>	<b>&gt; 350 ft. (south property line)</b>
<b>Corner lot street side<sup>11</sup></b>	<b>20 feet</b>	<b>n/a</b>
<b>Height<sup>11</sup></b>	<b>50 ft.</b>	<b>Approximately 45 ft.</b>

<sup>9</sup> Lots within the EI zone that were legal lots of record prior to October 5, 2010 and smaller than the minimum lot size required in the table below may be developed if found consistent with other applicable requirements of Chapter 16.31 and this Code. Further subdivision of lots smaller than three acres shall be prohibited unless Section 16.31.050 applies.

<sup>10</sup> When a yard is abutting a residential zone or public park, there shall be a minimum setback of forty (40) feet provided for properties zoned Employment Industrial and Light Industrial zones, and a minimum setback of fifty (50) feet provided for properties zoned General Industrial.

<sup>11</sup> Structures located within one-hundred (100) feet of a residential zone shall be limited to the height requirements of that residential zone.

**ANALYSIS:** The applicant is proposing site grading activities only. No uses or structures are proposed at this time. The applicant is required to obtain a separate land use approval for permanent improvements on the site.

**FINDING:** This standard is met.

## Chapter 16.90 – SITE PLANNING

### D. Required Findings

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

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

**ANALYSIS:** The proposed development project is for site grading activities only. No buildings or other permanent improvements are proposed. The grading will support future industrial development on the site as permitted by the EI zone. Community design standards including parking, loading, and landscaping are not applied to this application because no permanent uses are proposed.

**FINDING:** This standard is met.

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

**ANALYSIS:** The current proposal is for site grading activities only and does not require many of the services described above. The availability of all required services will be reviewed and approved with the future land use application for industrial development. As noted above, the site is within the City of Sherwood with the annexation approved in early 2022. Annexation of the property indicates the site has already demonstrated the general availability of public utilities and services.

**FINDING:** This standard is met.

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

**ANALYSIS:** The proposal is for grading activities only and permanent improvements that would require covenants and agreements will be reviewed and approved under a separate land use application.

**FINDING:** This standard is met.



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

**ANALYSIS:** The primary natural resource on the site is the existing tree canopy. The applicant's narrative and a review of publicly available information (MetroMaps, Tonquin Employment Area Concept Plan) indicate no wetlands, floodplain, or streams are located on the property.

The applicant is proposing to remove all of the trees on the site to accommodate future industrial development. Boundary trees and off-site trees are shown as protected. The site will be rough graded to a design that will allow future development.

Natural features will be protected to the extent feasible while allowing full development of the site, as envisioned by the Tonquin Employment Area Concept and Employment Industrial zoning. The Tonquin Employment Area is a key development area required to achieve the City's employment and economic development goals.

**FINDING:** This standard is met.

5. **For developments that are likely to generate more than 400 average daily trips (ADTs), or at the discretion of the City Engineer, the applicant must provide adequate information, such as a traffic impact analysis (TIA) or traffic counts, to demonstrate the level of impact to the surrounding transportation system. The developer is required to mitigate for impacts attributable to the project, pursuant to TIA requirements in Section 16.106.080 and rough proportionality requirements in Section 16.106.090. The determination of impact or effect and the scope of the impact study must be coordinated with the provider of the affected transportation facility.**

**ANALYSIS:** The proposal is for site grading activities only and will not result in more than 400 average daily trips. A TIA is not required.

**FINDING:** This standard is met.

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**E. Approvals**

The application is reviewed pursuant to Chapter 16.72 and action taken to approve, approve with conditions, or deny the application for site plan review. Conditions may be imposed by the Review Authority if necessary to fulfill the requirements of the adopted Comprehensive Plan, Transportation System Plan or the Zoning and Community Development Code. The action must include appropriate findings of fact as required by Section 16.90.020. The action may be appealed to the Council in accordance with Chapter 16.76.

**F. Time Limits**

Site plan approvals are void after two (2) years unless construction on the site has begun, as determined by the City. The City may extend site plan approvals for an additional period not to exceed one (1) year, upon written request from the applicant showing adequate cause for such extension, and payment of an extension application fee as per Section 16.74.010. A site plan approval granted on or after January 1, 2007 through December 31, 2009, is extended until December 31, 2013.

**ANALYSIS:** The site plan approval becomes void after two (2) years unless construction on the site has begun, as determined by the City.

**FINDING:** This standard is met.

**Chapter 16.142 Parks, Trees and Open Space**

**16.142.070 Trees on Property Subject to Certain Land Use Applications**

**A. Generally**

The purpose of this Section is to establish processes and standards which will minimize cutting or destruction of trees and woodlands within the City. This Section is intended to help protect the scenic beauty of the City; to retain a livable environment through the beneficial effect of trees on air pollution, heat and glare, sound, water quality, and surface water and erosion control; to encourage the retention and planting of tree species native to the Willamette Valley and Western Oregon; to provide an attractive visual contrast to the urban environment, and to sustain a wide variety and distribution of viable trees and woodlands in the community over time.

**B. Applicability**

All applications including a Type II - IV land use review, shall be required to preserve trees or woodlands, as defined by this Section to the maximum extent feasible within the context of the proposed land use plan and relative to other codes, policies, and standards of the City Comprehensive Plan.

**C. Inventory**

1. To assist the City in making its determinations on the retention of trees and woodlands, land use applications including Type II - IV development shall include a tree and woodland inventory and report. The report shall be prepared by a qualified professional and must contain the following information:
  - a. Tree size (in DBH and canopy area)
  - b. Tree species
  - c. The condition of the tree with notes as applicable explaining the assessment
  - d. The location of the tree on the site
  - e. The location of the tree relative to the planned improvements
  - f. Assessment of whether the tree must be removed to accommodate the development
  - g. Recommendations on measures that must be taken to preserve trees during the construction that are not proposed to be removed.
2. In addition to the general requirements of this Section, the tree and woodland inventory's mapping and report shall also include, but is not limited to, the specific information outlined in the appropriate land use application materials packet.
3. Definitions for the inventory purposes of this Section
  - a. A tree is a living woody plant having a trunk diameter as specified below at Diameter at Breast Height (DBH). Trees planted for commercial agricultural purposes, and/or those subject to farm forest deferral, such as nut and fruit orchards and Christmas tree farms, are excluded from this definition and from regulation under this Section, as are any living woody plants under six (6) inches at DBH. All trees six (6) inches or greater shall be inventoried.
  - b. A woodland is a biological community dominated by trees covering a land area of 20,000 square feet or greater at a density of at least fifty (50) trees per every 20,000 square feet with at least fifty percent (50%) of those trees of any species having a six (6) inches or

greater at DBH. Woodlands planted for commercial agricultural purposes and/or subject to farm forest deferral, such as nut and fruit orchards and Christmas tree farms, are excluded from this definition, and from regulation under this Section.

- c. A large stature tree is over 20 feet tall and wide with a minimum trunk diameter of 30 inches at DBH.

**D. Retention requirements**

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

**ANALYSIS:** The application (Exhibit A) provides the tree location, size, and type of each tree on the site. All on-site trees are proposed to be removed to accommodate future development on the site as envisioned by the City’s Tonquin Employment Area Concept Plan.

**FINDING:** These criteria are met.

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

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

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

	Residential (single family & two family developments)	Old Town & Infill developments	Commercial, Industrial, Institutional Public and Multi-family
Canopy Requirement	40%	N/A	30%

	Residential (single family & two family developments)	Old Town & Infill developments	Commercial, Industrial, Institutional Public and Multi-family
<b>Counted Toward the Canopy Requirement</b>			
Street trees included in canopy requirement	Yes	N/A	No
Landscaping requirements included in canopy requirement	N/A	N/A	Yes
Existing trees onsite	Yes x2	N/A	Yes x2
Planting new trees onsite	Yes	N/A	Yes
<b>Mature Canopy in Square Feet Equation <math>\pi r^2</math> or <math>(3.14159 * \text{radius}^2)</math> (This is the calculation to measure the square footage of a circle.  The Mature Canopy is given in diameter. In gardening and horticulture reference books, therefore to get the radius you must divide the diameter in half.</b>			
<b>Canopy Calculation Example: Pin Oak</b> <b>Mature canopy = 35'</b> <b><math>(3.14159 * 17.5^2) = 962</math> square feet</b>			

**ANALYSIS:** The proposal is for an industrial development and a 30% tree canopy is required over the net development site. The applicant has obtained approval for Sherwood Commerce Center Phase I and is required to meet the 30% tree canopy on that site per LU 2021-012 SP / CUP. The Phase II site is approximately 28.7-acres or 1,250,000 SF. The applicant is required to install a 30% tree canopy or 375,000 SF of canopy. The applicant's narrative indicates the 30% canopy will be provided with the full development of the site.

**FINDING:** This standard is met as conditioned below.

**CONDITION OF APPROVAL:** If a new land use approval for the site including the required 30% tree canopy is not obtained within two years of the date of the Notice of Decision, the applicant shall plant new trees to establish a 30% canopy over the site in accordance with SZCDC § 16.142.070(D)(3). The trees shall be planted within two years of the date of the Notice of Decision. The canopy shall be a minimum of 375,000 SF based on a project size of approximately 28.7-acres (Exhibit C1).

4. **The City may determine that, regardless of D.1 through D.3, that certain trees or woodlands may be required to be retained. The basis for such a decision shall include; specific findings**

that retention of said trees or woodlands furthers the purposes and goals of this Section, is feasible and practical both within the context of the proposed land use plan and relative to other policies and standards of the City Comprehensive Plan, and are:

- a. Within a Significant Natural Area, 100-year floodplain, City greenway, jurisdictional wetland or other existing or future public park or natural area designated by the City Comprehensive Plan, or
- b. A landscape or natural feature as per applicable policies of the City Comprehensive Plan, or are necessary to keep other identified trees or woodlands on or near the site from being damaged or destroyed due to windfall, erosion, disease or other natural processes, or
- c. Necessary for soil stability and the control of erosion, for managing and preserving surface or groundwater quantities or quality, or for the maintenance of a natural drainageway, as per Clean Water Services stormwater management plans and standards of the City Comprehensive Plan, or
- d. Necessary in required buffers between otherwise incompatible land uses, or from natural areas, wetlands and greenways, or
- e. Otherwise merit retention because of unusual size, size of the tree stand, historic association or species type, habitat or wildlife preservation considerations, or some combination thereof, as determined by the City.

**ANALYSIS:** No retention of specific trees based on the standards above are required.

**FINDING:** This criterion is met.

5. Tree retention requirements for properties located within the Old Town Overlay or projects subject to the infill standards of Chapter 16.68 are only subject to retention requirements identified in D.4. above.

**ANALYSIS:** The site is not located within the Old Town Overlay District.

**FINDING:** This criterion does not apply.

6. **The Notice of Decision issued for the land use applications subject to this Section shall indicate which trees and woodlands will be retained as per subsection D of this Section, which may be removed or shall be retained as per subsection D of this Section and any limitations or conditions attached thereto.**

**ANALYSIS:** The applicant's plans indicate which trees will be removed / preserved.

**FINDING:** This criterion is met.

7. **All trees, woodlands, and vegetation located on any private property accepted for dedication to the City for public parks and open space, greenways, Significant Natural Areas, wetlands, floodplains, or for storm water management or for other purposes, as a condition of a land use approval, shall be retained outright, irrespective of size, species, condition or other factors. Removal of any such trees, woodlands, and vegetation prior to actual dedication of the property to the City shall be cause for reconsideration of the land use plan approval.**

**ANALYSIS:** No areas are proposed for dedication to the City.

**FINDING:** This criterion does not apply.

- E. **Tree Preservation Incentive**  
**Retention of existing native trees on site which are in good health can be used to achieve the required mature canopy requirement of the development. The expected mature canopy can be calculated twice for existing trees. For example, if one existing tree with an expected mature canopy of 10 feet (78.5 square feet) is retained it will count as twice the existing canopy (157 square feet).**

**ANALYSIS:** No on-site trees will be preserved.

**FINDING:** This standard does not apply.

- G. **Tree Protection During Development**  
**The applicant shall prepare and submit a final Tree and Woodland Plan prior to issuance of any construction permits, illustrating how identified trees and woodlands will be retained, removed or**

protected as per the Notice of Decision. Such plan shall specify how trees and woodlands will be protected from damage or destruction by construction activities, including protective fencing, selective pruning and root treatments, excavation techniques, temporary drainage systems, and like methods. At a minimum, trees to be protected shall have the area within the drip line of the tree protected from grading, stockpiling, and all other construction related activity unless specifically reviewed and recommended by a certified arborist or other qualified professional. Any work within the dripline of the tree shall be supervised by the project arborist or other qualified professional onsite during construction.

**ANALYSIS:** The applicant is proposing to trees off-site trees and boundary trees. The plans provide tree protection details.

**FINDING:** This criterion is met.

## **Chapter 16.144 - WETLAND, HABITAT AND NATURAL AREAS\***

### **16.144.010 - Generally**

Unless otherwise permitted, residential, commercial, industrial, and institutional uses in the City shall comply with the following wetland, habitat and natural area standards if applicable to the site as identified on the City's Wetland Inventory, the Comprehensive Plan Natural Resource Inventory, the Regionally Significant Fish and Wildlife Habitat Area map adopted by Metro, and by reference into this Code and the Comprehensive Plan. Where the applicability of a standard overlaps, the more stringent regulation shall apply.

#### **16.144.20 Standards**

- A.** The applicant shall identify and describe the significance and functional value of wetlands on the site and protect those wetlands from adverse effects of the development. A facility complies with this standard if it complies with the criteria of subsections A.1.a and A.1.b, below:
  - 1.** The facility will not reduce the area of wetlands on the site, and development will be separated from such wetlands by an area determined by the Clean Water Services Design and Construction Standards R&O 00-7 or its replacement provided Section 16.140.090 does not require more than the requested setback.
    - a.** A natural condition such as topography, soil, vegetation or other feature isolates the area of development from the wetland.



- b. **Impact mitigation measures will be designed, implemented, and monitored to provide effective protection against harm to the wetland from sedimentation, erosion, loss of surface or ground water supply, or physical trespass.**
  - c. **A lesser setback complies with federal and state permits, or standards that will apply to state and federal permits, if required.**
2. **If existing wetlands are proposed to be eliminated by the facility, the applicant shall demonstrate that the project can, and will develop or enhance an area of wetland on the site or in the same drainage basin that is at least equal to the area and functional value of wetlands eliminated.**

**ANALYSIS:** The applicant's narrative indicates there are no known wetlands on the site. The City's Wetland Inventory was developed prior to the adopted of the Tonquin Employment Area Concept Plan and does not cover the subject site. Staff has reviewed the Tonquin Employment Area Concept Plan, State Wetland Inventory, and MetroMaps, and no wetlands are identified on the site or in the general area.

**FINDING:** These standards are met.

- B. The applicant shall provide appropriate plans and text that identify and describe the significance and functional value of natural features on the site (if identified in the Community Development Plan, Part 2) and protect those features from impacts of the development or mitigate adverse effects that will occur. A facility complies with this standard if:**
- 1. **The site does not contain an endangered or threatened plant or animal species or a critical habitat for such species identified by Federal or State government (and does not contain significant natural features identified in the Community Development Plan, Part 2, Natural Resources and Recreation Plan).**
  - 2. **The facility will comply with applicable requirements of the zone.**
  - 3. **The applicant will excavate and store topsoil separate from subsurface soil, and shall replace the topsoil over disturbed areas of the site not covered by buildings or pavement or provide other appropriate medium for re-vegetation of those areas, such as yard debris compost.**

4. **The applicant will retain significant vegetation in areas that will not be covered by buildings or pavement or disturbed by excavation for the facility; will replant areas disturbed by the development and not covered by buildings or pavement with native species vegetation unless other vegetation is needed to buffer the facility; will protect disturbed areas and adjoining habitat from potential erosion until replanted vegetation is established; and will provide a plan or plans identifying each area and its proposed use.**
5. **Development associated with the facility will be set back from the edge of a significant natural area by an area determined by the Clean Water Services Design and Construction standards R&O 00-7 or its replacement, provided Section 16.140.090A does not require more than the requested setback. Lack of adverse effect can be demonstrated by showing the same sort of evidence as in subsection A.1 above.**

**ANALYSIS:** The Tonquin Employment Area Concept Plan was adopted after creation of the City's Natural Resources and Plan Map that is included as part of the Community Development Plan, Part 2. As such the subject site is not covered by the Natural Resource Map. The City's updated Comprehensive Plan (Sherwood 2040) does not contain an updated natural resource map.

**FINDING:** This section does not apply.

- C. **When the Regionally Significant Fish and Wildlife Habitat map indicates there are resources on the site or within 50 feet of the site, the applicant shall provide plans that show the location of resources on the property. If resources are determined to be located on the property, the plans shall show the value of environmentally sensitive areas using the methodologies described in Sections 1 and 2 below. The Metro Regionally Significant Fish and Wildlife Habitat map shall be the basis for determining the location and value of environmentally sensitive habitat areas. In order to specify the exact locations on site, the following methodology shall be used to determine the appropriate boundaries and habitat values:**
  1. **Verifying boundaries of inventoried riparian habitat. Locating habitat and determining its riparian habitat class is a four-step process:**
    - a. **Located the Water Feature that is the basis for identifying riparian habitat.**

- 1. Locate the top of bank of all streams, rivers, and open water within 200 feet of the property.**
  - 2. Locate all flood areas within 100 feet of the property.**
  - 3. Locate all wetlands within 150 feet of the property based on the Local Wetland Inventory map and on the Metro 2002 Wetland Inventory map (available from the Metro Data Resource Center, 600 NE Grand Ave., Portland, OR 97232). Identified wetlands shall be further delineated consistent with methods currently accepted by the Oregon Division of State Lands and the US Army Corps of Engineers.**
- b. Identify the vegetative cover status of all areas on the property that are within 200 feet of the top of bank of streams, rivers, and open water, are wetlands or are within 150 feet of wetlands, and are flood areas or are within 100 feet of flood areas. Vegetative cover status shall be as identified on the Metro Vegetative Cover map. In the event of a discrepancy between the Metro Vegetative Cover map and the existing site conditions, document the actual vegetative cover based on the following definitions along with a 2002 aerial photograph of the property;**
- 1. Low structure vegetation or open soils — Areas that are part of a contiguous area one acre or larger of grass, meadow, crop-lands, or areas of open soils located within 300 feet of a surface stream (low structure vegetation areas may include areas of shrub vegetation less than one acre in size if they are contiguous with areas of grass, meadow, crop-lands, orchards, Christmas tree farms, holly farms, or areas of open soils located within 300 feet of a surface stream and together form an area of one acre in size or larger).**
  - 2. Woody vegetation — Areas that are part of a contiguous area one acre or larger of shrub or open or scattered forest canopy (less than 60% crown-closure) located within 300 feet of a surface stream.**

3. **Forest canopy — Areas that are part of a contiguous grove of trees of one acre or larger in area with approximately 60% or greater crown closure, irrespective of whether the entire grove is within 200 feet of the relevant water feature.**
  - c. **Determine whether the degree that the land slopes upward from all streams, rivers, and open water within 200 feet of the property is greater than or less than 25% (using the Clean Water Services Vegetated Corridor methodology); and**
  - d. **Identify the riparian habitat classes applicable to all areas on the property using Table 8-1 below:**

Distance in feet from Water Feature	Development/Vegetation Status			
	Developed areas not providing vegetative cover	Low structure vegetation or open soils	Woody vegetation (shrub and scatted forest canopy)	Forest Canopy (closed to open forest canopy)
<b>Surface Streams</b>				
<b>0-50</b>	<b>Class II</b>	<b>Class I</b>	<b>Class I</b>	<b>Class I</b>
<b>50-100</b>		<b>Class II</b>	<b>Class I</b>	<b>Class I</b>
<b>100-150</b>		<b>Class II if slope &gt;25%</b>	<b>Class II if slope &gt;25%</b>	<b>Class II</b>
<b>150-200</b>		<b>Class II if slope &gt;25%</b>	<b>Class II if slope &gt;25%</b>	<b>Class II if slope &gt;25%</b>
<b>Wetlands (Wetland feature itself is a Class I Riparian Area)</b>				
<b>0-100</b>			<b>Class I</b>	<b>Class I</b>
<b>100-150</b>				<b>Class II</b>

<b>Flood Areas (undeveloped portion of a flood area is a Class I Riparian area)</b>				
<b>0-100</b>			<b>Class II</b>	<b>Class II</b>

2. **Verifying boundaries of inventoried upland habitat. Upland habitat was identified based on the existence of contiguous patches of forest canopy, with limited canopy openings. The "forest canopy" designation is made based on analysis of aerial photographs, as part of determining the vegetative cover status of land within the region. Upland habitat shall be as identified on the HCA map. The perimeter of an area delineated as "forest canopy" on the Metro Vegetative Cover map may be adjusted to more precisely indicate the drip line of the trees within the canopied area.**

**ANALYSIS:** Based on MetroMaps, the site contains Regionally Significant Upland Habitat. All on site trees will be removed to accommodate future industrial development on the site. The standard above does not require protection of the habitat.

**FINDING:** This standard is met.

#### **IV. DECISION & CONDITIONS OF APPROVAL**

Based upon review of the applicant’s submittal information, review of the code, agency comments and consideration of the applicant’s submittal, staff finds that the proposed site plan does not fully comply with the standards but can be conditioned to comply. **Therefore, the application LU 2022-016 SP is approved subject to the following conditions of approval:**

##### **A. General Conditions**

1. Compliance with the Conditions of Approval is the responsibility of the developer or its successor in interest.
2. The development shall substantially comply with the submitted preliminary plans and narrative except as indicated in the conditions of the Notice of Decision. Additional development or change of use may require a new development application and approval.
3. This approval is valid for a period of two (2) years from the date of the decision notice. Extensions may be granted by the City as afforded by the Sherwood Zoning and Community Development Code.

4. The continual operation of the property shall comply with the applicable requirements of the Sherwood Zoning and Community Development Code and Municipal Code.
5. This approval does not negate the need to obtain permits, as appropriate from other local, state or federal agencies even if not specifically required by this decision.
6. The land use approval is for tree removal and site grading activities only as shown in the plans.
7. The construction site shall comply with the City noise regulations in SZCDC § 9.52.
8. The developer shall adhere to the conditions of the Clean Water Services Service Provider Letter.
9. If a new land use approval for the site including the required 30% tree canopy is not obtained within two years of the date of the Notice of Decision, the applicant shall plant new trees to establish a 30% canopy over the site in accordance with SZCDC § 16.142.070(D)(3). The trees shall be planted within two years of the date of the Notice of Decision. The canopy shall be a minimum of 375,000 SF based on a project size of approximately 28.7-acres (Exhibit C1).

**B. Prior to Final Site Plan Approval**

1. None applicable

**C. Prior to Approval of the Engineering Public Improvement Plans**

1. None applicable

**D. Prior to Issuance of a Grading Permit**

1. Prior to Issuance of Grading Permit, a permit from Washington County shall be obtained for construction access to the site from SW Tonquin Road or a reissue of the permit allowing phase 1 grading to get access from SW Oregon Street to include phase 2 unless otherwise noted by Washington County.
2. Prior to issuance of Grading Permit, the developer shall obtain a NPDES 1200C permit from DEQ.

**E. Prior to Issuance of Building Permits**

1. None applicable

**F. Prior to Acceptance of Public Improvements**

1. None applicable

**G. Prior to Receiving Occupancy**

1. None applicable

## **V. EXHIBITS**

A. Application Submittal

B. Agency Comments

1. City of Sherwood Engineering Comments
2. Washington County Land Use and Transportation Comments
3. Clean Water Services Comments

C. Additional Material

1. Project Area

## **VI. APPEAL**

Per Sherwood Zoning & Community Development Code § 16.76.020, land use actions shall become final unless a petition for review is filed with the Planning Director not more than fourteen (14) calendar days after the date on which the Hearing Authority took final action on the land use application and written notice of the action has been mailed to the address provided by the person in the record. The Notice of Decision for this application (LU 2022-016) was issued on August 10, 2022 and placed in a U.S. Postal receptacle and/or emailed to persons in the record on August 10, 2022. Therefore, the appeal deadline is **5:00 PM on August 24, 2022.**

**Type II Site Plan Review  
Sherwood Commerce Center  
Phase II  
Tree Removal and Mass Grading**

*21600 SW Oregon Street  
Sherwood, OR 97140*

*May 9, 2022*







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)**

- |  |  |
|--|--|
| <input type="checkbox"/> Annexation  | <input type="checkbox"/> Conditional Use                                       |
| <input type="checkbox"/> Plan Amendment (Proposed Zone _____)                    | <input type="checkbox"/> Partition (# of lots _____)                           |
| <input type="checkbox"/> Planned Unit Development                                | <input type="checkbox"/> Subdivision (# of lots _____)                         |
| <input type="checkbox"/> Site Plan (square footage of building and parking area) | <input checked="" type="checkbox"/> Other: <u>Type II Grading/Tree Removal</u> |
| <input type="checkbox"/> Variance (list standards to be varied in description)   |  |

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

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

**Owner/Applicant Information:**

Applicant: <u>VLMK Engineering + Design - Jennifer Kimura</u>	Phone: <u>971.254.8300</u>
Applicant Address: <u>3933 S Kelly Ave Portland, Oregon 97239</u>	Email: <u>jenniferk@vlmk.com</u>
Owner: <u>Sherwood Commerce Center, LLC</u>	Phone: <u>503.973.0258</u>
Owner Address: <u>1121 SW Salmon Street, Suite 500 Portland, OR 97205</u>	Email: <u>ryans@schnitzerproperties.com</u>
Contact for Additional Information: _____	

**Property Information:**

Street Location: 21600 SW Oregon Street, 14240 SW Tonquin Road, 14250 SW Tonquin Road, 14260 SW Tonquin Road,

Tax Lot and Map No: Map: 2S128C, Lots: 000600 & Map: 2S133, Lots: 0000200, 0000201, 0000300, 0000401, 0000403

Existing Structures/Use: None

Existing Plan/Zone Designation: EI - Employment Industrial/TEA - Tonquin Employment Area

Size of Property(ies) 38.74

**Proposed Action:**

**Purpose and Description of Proposed Action:**

The proposed site work is for the mass grading and tree removal, no other development is proposed with this application.

Proposed Use: The proposed site work is for the mass grading and tree removal, no other development is proposed with this application.

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

## 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.

	5/3/22
Applicant's Signature	Date
	4/8/22
Owner's Signature Ryan Schera AVP, Development Sherwood Commerce Center, LLC	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.

# SHERWOOD COMMERCE CENTER - PHASE II MASS GRADING AND TREE REMOVAL SUBMITTAL NARRATIVE

*21600 SW Oregon Street  
Sherwood, Oregon*

## SITE DESIGN REVIEW

*VLMK Project Number: 20210190*

*Schnitzer Properties  
1121 SW Salmon St. #400  
Portland, OR 97205*

*Prepared By: Colby Anderson  
May 9<sup>th</sup>, 2022*

<i>Project:</i>	Sherwood Commerce Center - Phase II	<i>Project Number:</i>	20210190
<i>Project Address:</i>	21600 SW Oregon Street Sherwood, Oregon	<i>Document:</i>	Land Use Submittal Project Narrative

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Appendices / Attachments

- Appendix A – Vicinity Map & Construction Access
- Appendix B – Tax Map
- Appendix C – Clean Water Services Service Provider Letter
- Appendix D – Application Drawings (Tree removal, Mass Grading, Erosion Control)
- Appendix E – Deed and Ownership Information

*Project: Sherwood Commerce Center – Phase II Tree Removal & Mass Grading*

Address(s): 21600 SW Oregon Street, 14240 SW Tonquin Rd, 14250 SW Tonquin Rd., and 14260 SW Tonquin Rd., Sherwood, Oregon

Site:

Washington County Assessor’s Map:  
2S133 Tax Lot(s) 403, 401, 300, 201, and 200; and 2S128C tax lot 600.

Cross Streets: Oregon Street between SW Dahlke Lane and SW Tonquin Road

Applicant: VLMK Engineering + Design Contact: Jennifer Kimura, 503.222.4453

Owner: Schnitzer Properties Contact: Ryan Schera, 503.973.0223

Proposal: Mass grading and tree removal to clear site for future development.

Zoning: Employment Industrial (EI)

**OVERVIEW**

The applicant is proposing to remove the existing trees and perform rough preliminary grading on the site in preparation for future development. This application will be followed by a development application on the subject property for the second phase of the Sherwood Commerce Center development. The applicant is excited to continue working with the City of Sherwood to bring these development to the market.

**SITE CONDITION**

Some of the subject sites have existing residences which will be removed under separate demo permit(s), the remainder of the properties are undeveloped at this time.

**ADDITIONAL SITE AND ENVIRONMENTAL PERMITS**

A Clean Water Services (CWS) Service Provider Letter (SPL) has been attained and included with this application.

## NARRATIVE AND COMPLIANCE

### DIVISION V. – COMMUNITY DESIGN

#### Chapter 16.90 – Site Planning

##### 16.90.020 - Site Plan Review

##### D. Required Findings

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

- 1. The proposed development meets applicable zoning district standards and design standards in Division II, and all provisions of Divisions V, VI, VIII and IX.*
- 2. The proposed development can be adequately served by services conforming to the Community Development Plan, including but not limited to water, sanitary facilities, storm water, solid waste, parks and open space, public safety, electric power, and communications.*
- 3. Covenants, agreements, and other specific documents are adequate, in the City's determination, to assure an acceptable method of ownership, management, and maintenance of structures, landscaping, and other on-site features.*
- 4. The proposed development preserves significant natural features to the maximum extent feasible, including but not limited to natural drainage ways, wetlands, trees, vegetation (including but not limited to environmentally sensitive lands), scenic views, and topographical features, and conforms to the applicable provisions of Division VIII of this Code and Chapter 5 of the Community Development Code.*
- 5. For developments that are likely to generate more than 400 average daily trips (ADTs), or at the discretion of the City Engineer, the applicant must provide adequate information, such as a traffic impact analysis (TIA) or traffic counts, to demonstrate the level of impact to the surrounding transportation system. The developer is required to mitigate for impacts attributable to the project, pursuant to TIA requirements in Section 16.106.080 and rough proportionality requirements in Section 16.106.090. The determination of impact or effect and the scope of the impact study must be coordinated with the provider of the affected transportation facility.*

**RESPONSE:** This application meets the above criteria. No development is being proposed as a part of this application. The included tree removal plan illustrates the extent of tree removal required for future development. Construction traffic associated with mass grading and tree removal is anticipated to be minimal.

## DIVISION VIII – ENVIRONMENTAL RESOURCES

**Chapter 16.142 – Parks, Trees, and Open Spaces***16.142.070 - Trees on Property Subject to Certain Land Use Applications**A. Generally*

*The purpose of this Section is to establish processes and standards which will minimize cutting or destruction of trees and woodlands within the City. This Section is intended to help protect the scenic beauty of the City; to retain a livable environment through the beneficial effect of trees on air pollution, heat and glare, sound, water quality, and surface water and erosion control; to encourage the retention and planting of tree species native to the Willamette Valley and Western Oregon; to provide an attractive visual contrast to the urban environment, and to sustain a wide variety and distribution of viable trees and woodlands in the community over time.*

*B. Applicability*

*All applications including a Type II - IV land use review, shall be required to preserve trees or woodlands, as defined by this Section to the maximum extent feasible within the context of the proposed land use plan and relative to other codes, policies, and standards of the City Comprehensive Plan.*

**RESPONSE:** Noted. The included tree removal plan indicates the extent of tree removal anticipated to be required for future development on the site.

*C. Inventory*

- 1. To assist the City in making its determinations on the retention of trees and woodlands, land use applications including Type II - IV development shall include a tree and woodland inventory and report. The report shall be prepared by a qualified professional and must contain the following information:
 
  - a. Tree size (in DBH and canopy area)*
  - b. Tree species*
  - c. The condition of the tree with notes as applicable explaining the assessment*
  - d. The location of the tree on the site*
  - e. The location of the tree relative to the planned improvements*
  - f. Assessment of whether the tree must be removed to accommodate the development*
  - g. Recommendations on measures that must be taken to preserve trees during the construction that are not proposed to be removed.**
- 2. In addition to the general requirements of this Section, the tree and woodland inventory's mapping and report shall also include, but is not limited to, the specific information outlined in the appropriate land use application materials packet.*
- 3. Definitions for the inventory purposes of this Section
 
  - a. A tree is a living woody plant having a trunk diameter as specified below at Diameter at Breast Height (DBH). Trees planted for commercial agricultural purposes, and/or those subject to farm forest deferral, such as nut and fruit orchards and Christmas tree farms, are excluded from this definition and from regulation under this Section, as are any living woody plants under six (6) inches at DBH. All trees six (6) inches or greater shall be inventoried.*
  - b. A woodland is a biological community dominated by trees covering a land area of 20,000 square feet or greater at a density of at least fifty (50) trees per every 20,000 square feet with at least fifty percent (50%) of those trees of any species having a six (6)**

*inches or greater at DBH. Woodlands planted for commercial agricultural purposes and/or subject to farm forest deferral, such as nut and fruit orchards and Christmas tree farms, are excluded from this definition, and from regulation under this Section.*

- c. *A large stature tree is over 20 feet tall and wide with a minimum trunk diameter of 30 inches at DBH.*

**RESPONSE:** Noted. See the attached tree removal plans contained within this application for the documentation requested within this section.

#### D. Retention requirements

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

**RESPONSE:** Noted. This application is proposing removal of the noted trees to allow for future development of this property as intended within the Tonquin Employment Area.

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

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

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

**RESPONSE:** N/A – the proposed development will not be residential in nature.

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

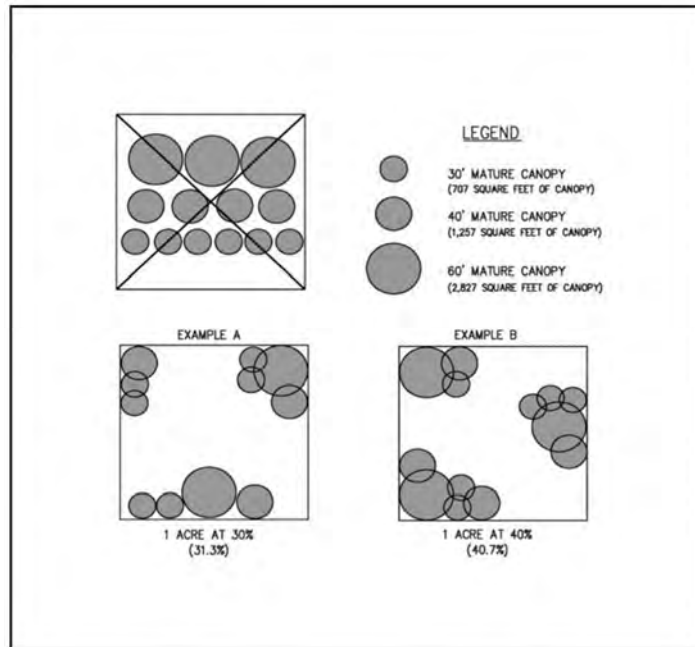
*Each net development site shall provide a variety of trees to achieve a minimum total tree canopy of 30 percent. The canopy percentage is based on the expected mature canopy of each tree by using the equation  $\pi r^2$  to calculate the expected square footage of each tree. The expected mature canopy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

**RESPONSE:** Noted. As with the phase 1 application to the North, the future development on this site intends to comply with the this tree canopy coverage requirement. This will be demonstrated in the forthcoming site plan review application for the phase 2 development.

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



	<i>Residential (single family &amp; two family developments)</i>	<i>Old Town &amp; Infill developments</i>	<i>Commercial, Industrial, Institutional Public and Multi-family</i>
<i>Canopy Requirement</i>	40%	N/A	30%
<i>Counted Toward the Canopy Requirement</i>			
<i>Street trees included in canopy requirement</i>	Yes	N/A	No
<i>Landscaping requirements included in canopy requirement</i>	N/A	N/A	Yes
<i>Existing trees onsite</i>	Yes x2	N/A	Yes x2
<i>Planting new trees onsite</i>	Yes	N/A	Yes
<p><i>Mature Canopy in Square Feet Equation <math>\pi r^2</math> or <math>(3.14159 * \text{radius}^2)</math> (This is the calculation to measure the square footage of a circle.</i></p> <p><i>The Mature Canopy is given in diameter. In gardening and horticulture reference books, therefore to get the radius you must divide the diameter in half.</i></p>			
<p><i>Canopy Calculation Example: Pin Oak</i>  <i>Mature canopy = 35'</i>  <i><math>(3.14159 * 17.5^2) = 962</math> square feet</i></p>			



4. The City may determine that, regardless of D.1 through D.3, that certain trees or woodlands may be required to be retained. The basis for such a decision shall include; specific findings that retention of said trees or woodlands furthers the purposes and goals of this Section, is feasible and practical both within the context of the proposed land use plan and relative to other policies and standards of the City Comprehensive Plan, and are:
  - a. Within a Significant Natural Area, 100-year floodplain, City greenway, jurisdictional wetland or other existing or future public park or natural area designated by the City Comprehensive Plan, or

- b. *A landscape or natural feature as per applicable policies of the City Comprehensive Plan, or are necessary to keep other identified trees or woodlands on or near the site from being damaged or destroyed due to windfall, erosion, disease or other natural processes, or*
- c. *Necessary for soil stability and the control of erosion, for managing and preserving surface or groundwater quantities or quality, or for the maintenance of a natural drainageway, as per Clean Water Services stormwater management plans and standards of the City Comprehensive Plan, or*
- d. *Necessary in required buffers between otherwise incompatible land uses, or from natural areas, wetlands and greenways, or*
- e. *Otherwise merit retention because of unusual size, size of the tree stand, historic association or species type, habitat or wildlife preservation considerations, or some combination thereof, as determined by the City.*

**RESPONSE:** Noted.

- 5. *Tree retention requirements for properties located within the Old Town Overlay or projects subject to the infill standards of [Chapter 16.68](#) are only subject to retention requirements identified in D.4. above.*

**RESPONSE:** N/A. This project is not located within the Old Town Overlay.

- 6. *The Notice of Decision issued for the land use applications subject to this Section shall indicate which trees and woodlands will be retained as per subsection D of this Section, which may be removed or shall be retained as per subsection D of this Section and any limitations or conditions attached thereto.*

**RESPONSE:** Noted.

- 7. *All trees, woodlands, and vegetation located on any private property accepted for dedication to the City for public parks and open space, greenways, Significant Natural Areas, wetlands, floodplains, or for storm water management or for other purposes, as a condition of a land use approval, shall be retained outright, irrespective of size, species, condition or other factors. Removal of any such trees, woodlands, and vegetation prior to actual dedication of the property to the City shall be cause for reconsideration of the land use plan approval.*

**RESPONSE:** Noted. This section does not apply, as no property is being proposed for dedication to the City for the above noted uses.

**E. Tree Preservation Incentive**

*Retention of existing native trees on site which are in good health can be used to achieve the required mature canopy requirement of the development. The expected mature canopy can be calculated twice for existing trees. For example, if one existing tree with an expected mature canopy of 10 feet (78.5 square feet) is retained it will count as twice the existing canopy (157 square feet).*

**RESPONSE:** Noted.

*F. Additional Preservation Incentives*

1. *General Provisions. To assist in the preservation of trees, the City may apply one or more of the following flexible standards as part of the land use review approval. To the extent that the standards in this section conflict with the standards in other sections of this Title, the standards in this section shall apply except in cases where the City determines there would be an unreasonable risk to public health, safety, or welfare. Flexibility shall be requested by the applicant with justification provided within the tree preservation and protection report as part of the land use review process and is only applicable to trees that are eligible for credit towards the effective tree canopy cover of the site. A separate adjustment application as outlined in Section 16.84.030.A is not required.*
2. *Flexible Development Standards. The following flexible standards are available to applicants in order to preserve trees on a development site. These standards cannot be combined with any other reductions authorized by this code.*
  - a. *Lot size averaging. To preserve existing trees in the development plan for any Land Division under Division VII, lot size may be averaged to allow lots less than the minimum lot size required in the underlying zone as long as the average lot area is not less than that allowed by the underlying zone. No lot area shall be less than 80 percent of the minimum lot size allowed in the zone;*
  - b. *Setbacks. The following setback reductions will be allowed for lots preserving existing trees using the criteria in subsection (1) below. The following reductions shall be limited to the minimum reduction necessary to protect the tree.*
    - 1) *Reductions allowed:*
      - a) *Front yard - up to a 25 percent reduction of the dimensional standard for a front yard setback required in the base zone. Setback of garages may not be reduced by this provision.*
      - b) *Interior setbacks - up to a 40 percent reduction of the dimensional standards for an interior side and/or rear yard setback required in the base zone.*
      - c) *Perimeter side and rear yard setbacks shall not be reduced through this provision.*
  - c. *Approval criteria:*
    - 1) *A demonstration that the reduction requested is the least required to preserve trees; and*
    - 2) *The reduction will result in the preservation of tree canopy on the lot with the modified setbacks; and*
    - 3) *The reduction will not impede adequate emergency access to the site and structure.*
3. *Sidewalks. Location of a public sidewalk may be flexible in order to preserve existing trees or to plant new large stature street trees. This flexibility may be accomplished through a curb-tight sidewalk or a meandering public sidewalk easement recorded over private property and shall be reviewed on a case by case basis in accordance with the provisions of the Engineering Design Manual, Street and Utility Improvement Standards. For preservation, this flexibility shall be the minimum required to achieve the desired effect. For planting, preference shall be given to retaining the planter strip and separation between the curb and sidewalk wherever practicable. If a preserved tree is to be utilized as a street tree, it must meet the criteria found in the Street Tree section, [16.142.060](#).*
4. *Adjustments to Commercial and Industrial development Standards. Adjustments to Commercial or Industrial Development standards of up to 20 feet additional building height are permitted provided;*

- a. *At least 50% of a Significant Tree stand's of canopy within a development site (and not also within the sensitive lands or areas that areas dedicated to the City) is preserved;*
- b. *The project arborist or qualified professional certifies the preservation is such that the connectivity and viability of the remaining significant tree stand is maximized;*
- c. *Applicable buffering and screening requirements are met;*
- d. *Any height adjustments comply with state building codes;*
- e. *Significant tree stands are protected through an instrument or action subject to approval by the City Manager or the City manager's designee that demonstrates it will be permanently preserved and managed as such;*
  - 1) *A conservation easement;*
  - 2) *An open space tract;*
  - 3) *A deed restriction; or*
  - 4) *Through dedication and acceptance by the City.*

**RESPONSE:** Noted.

#### G. *Tree Protection During Development*

*The applicant shall prepare and submit a final Tree and Woodland Plan prior to issuance of any construction permits, illustrating how identified trees and woodlands will be retained, removed or protected as per the Notice of Decision. Such plan shall specify how trees and woodlands will be protected from damage or destruction by construction activities, including protective fencing, selective pruning and root treatments, excavation techniques, temporary drainage systems, and like methods. At a minimum, trees to be protected shall have the area within the drip line of the tree protected from grading, stockpiling, and all other construction related activity unless specifically reviewed and recommended by a certified arborist or other qualified professional. Any work within the dripline of the tree shall be supervised by the project arborist or other qualified professional onsite during construction.*

**RESPONSE:** Noted. See the included tree removal/protection plan. Any updates required per the Notice of Decision will be incorporated as needed.

#### H. *Penalties*

*Violations of this Section shall be subject to the penalties defined by [Section 16.02.040](#), provided that each designated tree or woodland unlawfully removed or cut shall be deemed a separate offense. (Ord. No. 2012-003, § 2, 5-1-2012; Ord. No. 2011-009, § 2, 7-19-2011; Ord. 2006-021; Ord. 91-922, § 3)*

**Note**— See editor's note, [§ 16.142.040](#).

**RESPONSE:** The development saves as many trees as possible. It only removes those that are required for the placement of buildings and associated pavement areas, or those that pose a safety hazard to drivers.

**Chapter 16.144 – Wetland, Habitat and Natural Areas***16.144.010 Generally*

*Unless otherwise permitted, residential, commercial, industrial, and institutional uses in the City shall comply with the following wetland, habitat and natural area standards if applicable to the site as identified on the City's Wetland Inventory, the Comprehensive Plan Natural Resource Inventory, the Regionally Significant Fish and Wildlife Habitat Area map adopted by Metro, and by reference into this Code and the Comprehensive Plan. Where the applicability of a standard overlaps, the more stringent regulation shall apply.*

*(Ord. 2006-021; 2001-1119 § 1; 91-922)*

*16.144.020 Standards*

- A. *The applicant shall identify and describe the significance and functional value of wetlands on the site and protect those wetlands from adverse effects of the development. A facility complies with this standard if it complies with the criteria of subsections A.1.a and A.1.b, below:*
1. *The facility will not reduce the area of wetlands on the site, and development will be separated from such wetlands by an area determined by the Clean Water Services Design and Construction Standards R&O 00-7 or its replacement provided Section 16.140.090 does not require more than the requested setback.*
    - a. *A natural condition such as topography, soil, vegetation or other feature isolates the area of development from the wetland.*
    - b. *Impact mitigation measures will be designed, implemented, and monitored to provide effective protection against harm to the wetland from sedimentation, erosion, loss of surface or ground water supply, or physical trespass.*
    - c. *A lesser setback complies with federal and state permits, or standards that will apply to state and federal permits, if required.*
  2. *If existing wetlands are proposed to be eliminated by the facility, the applicant shall demonstrate that the project can, and will develop or enhance an area of wetland on the site or in the same drainage basin that is at least equal to the area and functional value of wetlands eliminated.*

**RESPONSE:** Noted - the applicant is not aware of any wetlands on the subject site that would warrant mitigation due to the requirements of this section.

- B. *The applicant shall provide appropriate plans and text that identify and describe the significance and functional value of natural features on the site (if identified in the Community Development Plan, Part 2) and protect those features from impacts of the development or mitigate adverse effects that will occur. A facility complies with this standard if:*
1. *The site does not contain an endangered or threatened plant or animal species or a critical habitat for such species identified by Federal or State government (and does not contain significant natural features identified in the Community Development Plan, Part 2, Natural Resources and Recreation Plan).*
  2. *The facility will comply with applicable requirements of the zone.*
  3. *The applicant will excavate and store topsoil separate from subsurface soil, and shall replace the topsoil over disturbed areas of the site not covered by buildings or pavement or provide other appropriate medium for re-vegetation of those areas, such as yard debris compost.*
  4. *The applicant will retain significant vegetation in areas that will not be covered by buildings or pavement or disturbed by excavation for the facility; will replant areas disturbed by the development and not covered by buildings or pavement with native species vegetation unless other vegetation is needed to buffer the facility; will protect disturbed areas and adjoining habitat from potential erosion until replanted vegetation is established; and will provide a plan or plans identifying each area and its proposed use.*
  5. *Development associated with the facility will be set back from the edge of a significant natural area by an area determined by the Clean Water Services Design and Construction standards R&O 00-7 or its*

replacement, provided Section 16.140.090A does not require more than the requested setback. Lack of adverse effect can be demonstrated by showing the same sort of evidence as in subsection A.1 above.

**RESPONSE:** The applicant is unaware of any endangered or threatened plan or animal species or critical habitat within the development site.

- C. *When the Regionally Significant Fish and Wildlife Habitat map indicates there are resources on the site or within 50 feet of the site, the applicant shall provide plans that show the location of resources on the property. If resources are determined to be located on the property, the plans shall show the value of environmentally sensitive areas using the methodologies described in Sections 1 and 2 below. The Metro Regionally Significant Fish and Wildlife Habitat map shall be the basis for determining the location and value of environmentally sensitive habitat areas. In order to specify the exact locations on site, the following methodology shall be used to determine the appropriate boundaries and habitat values:*
1. *Verifying boundaries of inventoried riparian habitat. Locating habitat and determining its riparian habitat class is a four-step process:*
    - a. *Located the Water Feature that is the basis for identifying riparian habitat.*
      1. *Locate the top of bank of all streams, rivers, and open water within 200 feet of the property.*
      2. *Locate all flood areas within 100 feet of the property.*
      3. *Locate all wetlands within 150 feet of the property based on the Local Wetland Inventory map and on the Metro 2002 Wetland Inventory map (available from the Metro Data Resource Center, 600 NE Grand Ave., Portland, OR 97232). Identified wetlands shall be further delineated consistent with methods currently accepted by the Oregon Division of State Lands and the US Army Corps of Engineers.*
    - b. *Identify the vegetative cover status of all areas on the property that are within 200 feet of the top of bank of streams, rivers, and open water, are wetlands or are within 150 feet of wetlands, and are flood areas or are within 100 feet of flood areas. Vegetative cover status shall be as identified on the Metro Vegetative Cover map. In the event of a discrepancy between the Metro Vegetative Cover map and the existing site conditions, document the actual vegetative cover based on the following definitions along with a 2002 aerial photograph of the property;*
      1. *Low structure vegetation or open soils — Areas that are part of a contiguous area one acre or larger of grass, meadow, crop-lands, or areas of open soils located within 300 feet of a surface stream (low structure vegetation areas may include areas of shrub vegetation less than one acre in size if they are contiguous with areas of grass, meadow, crop-lands, orchards, Christmas tree farms, holly farms, or areas of open soils located within 300 feet of a surface stream and together form an area of one acre in size or larger).*
      2. *Woody vegetation — Areas that are part of a contiguous area one acre or larger of shrub or open or scattered forest canopy (less than 60% crown-closure) located within 300 feet of a surface stream.*
      3. *Forest canopy — Areas that are part of a contiguous grove of trees of one acre or larger in area with approximately 60% or greater crown closure, irrespective of whether the entire grove is within 200 feet of the relevant water feature.*
    - c. *Determine whether the degree that the land slopes upward from all streams, rivers, and open water within 200 feet of the property is greater than or less than 25% (using the Clean Water Services Vegetated Corridor methodology); and*
    - d. *Identify the riparian habitat classes applicable to all areas on the property using Table 8-1 below:*

Distance in feet from Water Feature	Development/Vegetation Status			
	Developed areas not providing vegetative cover	Low structure vegetation or open soils	Woody vegetation (shrub and scatted forest canopy)	Forest Canopy (closed to open forest canopy)
<i>Surface Streams</i>				
0-50	Class II	Class I	Class I	Class I
50-100		Class II	Class I	Class I
100-150		Class II if slope >25%	Class II if slope >25%	Class II
150-200		Class II if slope >25%	Class II if slope >25%	Class II if slope >25%
<i>Wetlands (Wetland feature itself is a Class I Riparian Area)</i>				
0-100			Class I	Class I
100-150				Class II
<i>Flood Areas (undeveloped portion of a flood area is a Class I Riparian area)</i>				
0-100			Class II	Class II

2. *Verifying boundaries of inventoried upland habitat. Upland habitat was identified based on the existence of contiguous patches of forest canopy, with limited canopy openings. The "forest canopy" designation is made based on analysis of aerial photographs, as part of determining the vegetative cover status of land within the region. Upland habitat shall be as identified on the HCA map. The perimeter of an area delineated as "forest canopy" on the Metro Vegetative Cover map may be adjusted to more precisely indicate the drip line of the trees within the canopied area. (Ord. 2006-021; 2001-1119, § 1; 91-922)*

**RESPONSE:** The applicant is not aware of any surface streams, wetlands, or riparian areas on the subject site. The existing conditions plan and tree protection/removal plan included within this package illustrates the extent of forested area that exists currently on the site.

**16.144.030 Exceptions to Standards**

*In order to protect environmentally sensitive areas that are not also governed by floodplain, wetland and Clean Water Services vegetated corridor regulations, the City allows flexibility of the specific standards in exchange for the specified amount of protection inventoried environmentally sensitive areas as defined in this code.*

**A. Process**

*The flexibility of standards is only applicable when reviewed and approved as part of a land use application and shall require no additional fee or permit provided criteria is addressed. In the absence of a land use application, review may be processed as a Type 1 administrative interpretation.*

**B. Standards modified**

1. *Lot size — Not withstanding density transfers permitted through Chapter 16.40, when a development contains inventoried regionally significant fish and wildlife habitats as defined in Section 16.144.020 above, lot sizes may be reduced up to ten percent (10%) below the minimum lot size of the zone when an equal amount of inventoried resource above and beyond that already required to be protected is held in a public or private open space tract or otherwise protected from further development.*
2. *Setbacks — For residential zones, the setback may be reduced up to thirty percent (30%) for all setbacks except the garage setback provided the following criteria are satisfied:*
  - a. *The setback reduction must result in an equal or greater amount of significant fish and/or wildlife habitat protection. Protection shall be guaranteed with deed restrictions or public or private tracts.*

- b. In no case shall the setback reduction supersede building code and/or Tualatin Valley Fire and Rescue separation requirements.*
  - c. In no case shall the setback be reduced to less than five feet unless otherwise provided for by the underlying zone.*
- 3. Density — per Section 16.10.020 (Net Buildable Acre definition), properties with environmentally sensitive areas on site may opt to exclude the environmentally sensitive areas from the minimum density requirements provided the sensitive areas are protected via tract or restrictive easement. A proposal to remove said area from the density calculation must include: a delineation of the resource in accordance with Section 16.144.020C, the acreage being protected, and the net reduction below the normally required minimum for accurate reporting to Metro.*
- 4. Parking — Per Section 16.94.020.B.6, 10-25% of the required parking spaces may be reduced in order to protect inventoried regionally significant fish and wildlife habitat areas, provided these resources are protected via deed restrictions or held in public or private tracts.*
- 5. Landscaping — Per Section 16.92.030.B.6, exceptions may be granted to the landscaping standards in certain circumstances as outlined in that section.*  
*(Ord. No. 2010-015, § 2, 10-5-2010; Ord. 2006-021)*

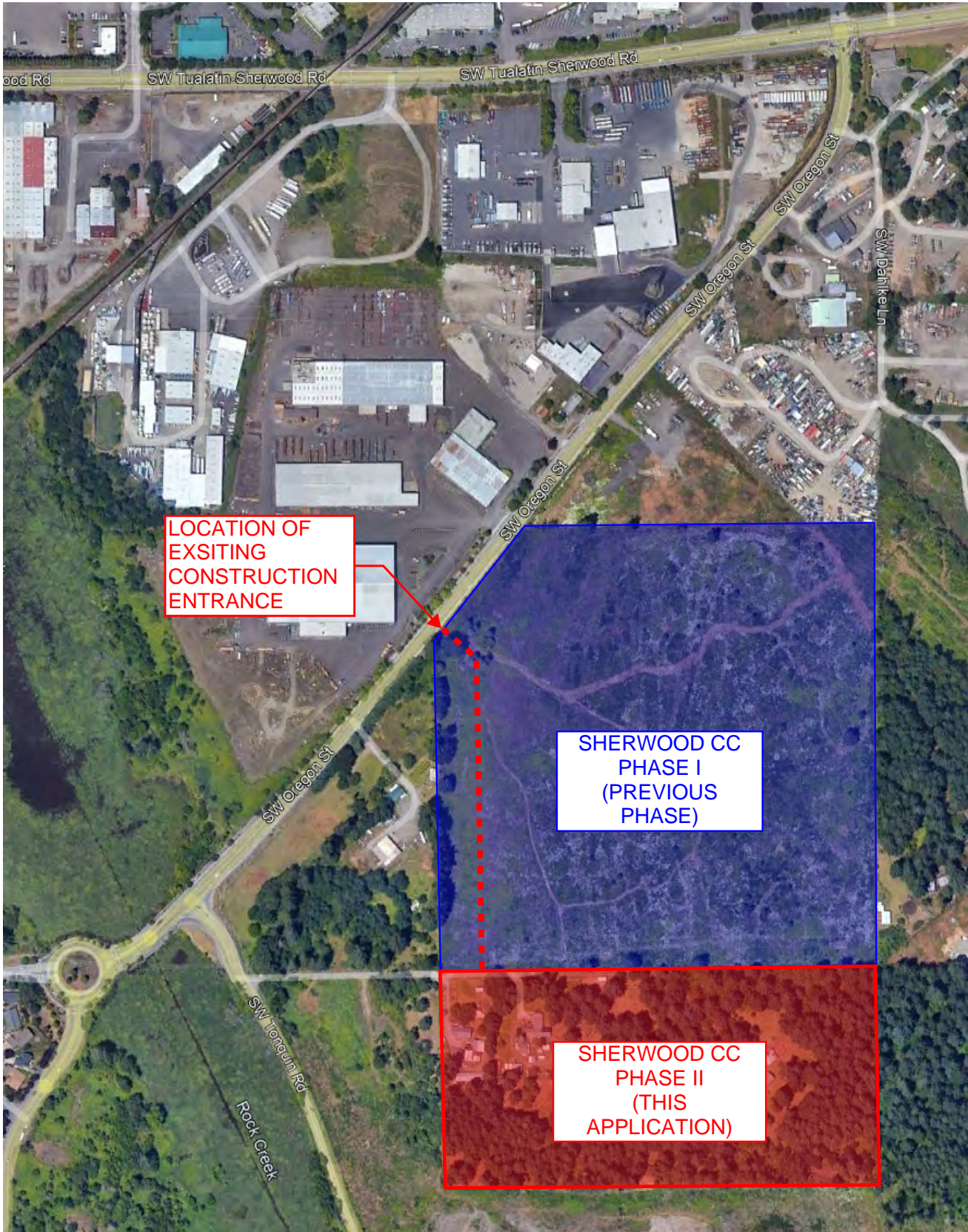
**RESPONSE:** Noted.



## APPENDIX A – VICINITY MAP & CONSTRUCTION ACCESS

PHASE II

VICINITY MAP AND CONSTRUCTION ACCESS PLAN



APPENDIX B – TAX MAP

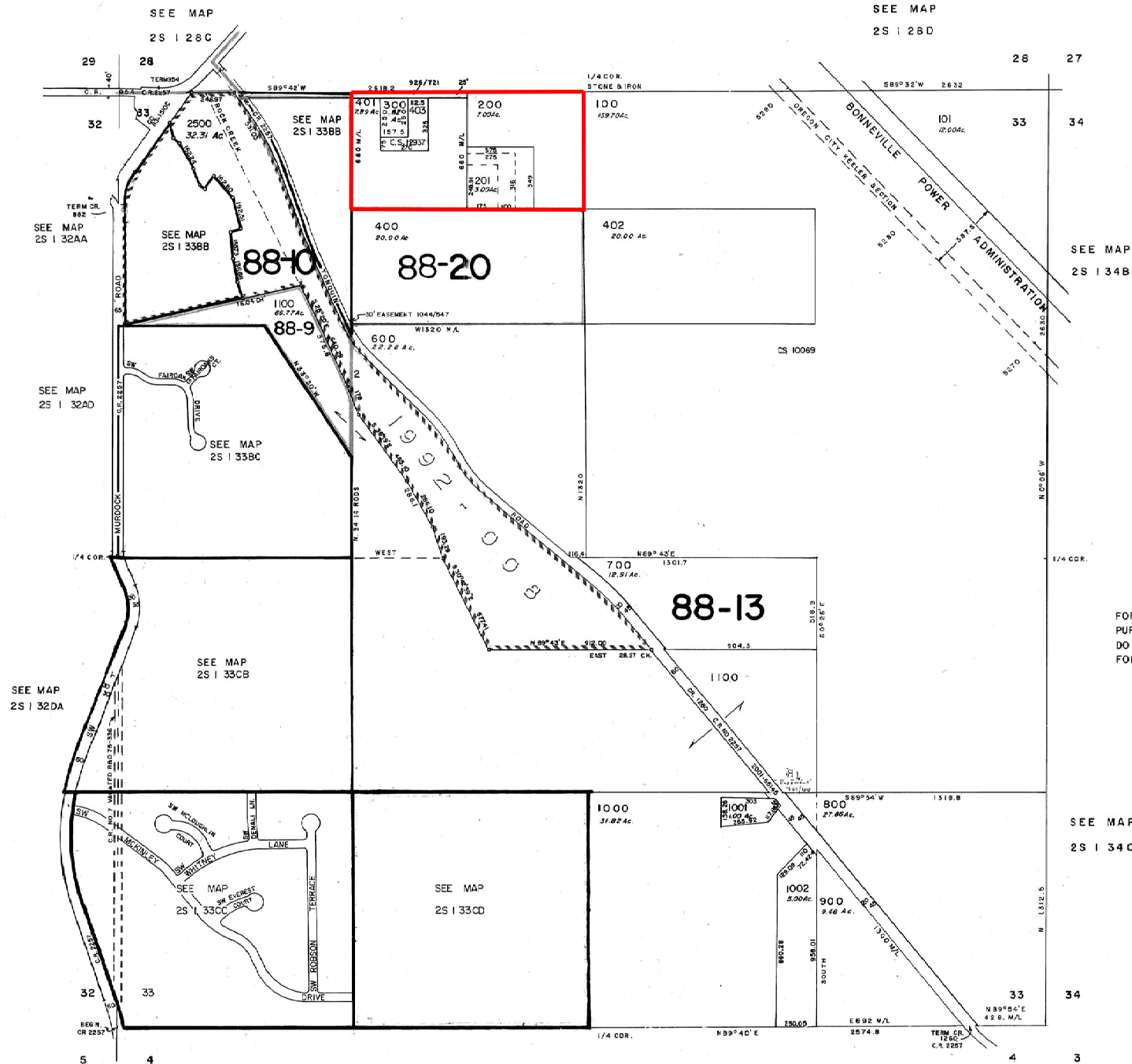
SECTION 33 2S 1 R1W WM.

WASHINGTON COUNTY OREGON

SCALE 1"=400'

2 S | 33  
Exhibit A

CANCELLED TAX LOTS  
1700, 1400, 1500, 1801, 600,  
1801, 1602, 1603, 1604, 1900,  
2000, 2002, 2100, 2200, 2400,  
2100, 2200, 1800, 2600, 2700,  
1800,



FOR ASSESSMENT  
PURPOSES ONLY  
DO NOT RELY ON  
FOR ANY OTHER USE

## APPENDIX C – CLEAN WATER SERVICES SERVICE PROVIDER LETTER

# SENSITIVE AREA PRE-SCREENING SITE ASSESSMENT

Clean Water Services File Number

1. **Jurisdiction:** \_\_\_\_\_

2. **Property Information** (example: 1S234AB01400)

Tax lot ID(s): \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**OR Site Address:** \_\_\_\_\_

City, State, Zip: \_\_\_\_\_  
 Nearest cross street: \_\_\_\_\_

3. **Owner Information**

Name: \_\_\_\_\_  
 Company: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City, State, Zip: \_\_\_\_\_  
 Phone/fax: \_\_\_\_\_  
 Email: \_\_\_\_\_

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 \_\_\_\_\_

4. **Applicant Information**

Name: \_\_\_\_\_  
 Company: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City, State, Zip: \_\_\_\_\_  
 Phone/fax: \_\_\_\_\_  
 Email: \_\_\_\_\_

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:** \_\_\_\_\_

**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 \_\_\_\_\_

Print/type title \_\_\_\_\_

Signature ONLINE SUBMITTAL \_\_\_\_\_

Date \_\_\_\_\_

## 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.**

Reviewed by Nicholas Crossett \_\_\_\_\_

Date \_\_\_\_\_

Once complete, email to: [SPLReview@cleanwaterservices.org](mailto:SPLReview@cleanwaterservices.org) • Fax: (503) 681-4439

**OR** mail to: SPL Review, Clean Water Services, 2550 SW Hillsboro Highway, Hillsboro, Oregon 97123

APPENDIX D – APPLICATION DRAWINGS  
(TREE REMOVAL, MASS GRADING, EROSION CONTROL)

# MASS GRADING

FOR

## SHERWOOD COMMERCE CENTER

21600 SW OREGON ST,  
SHERWOOD OREGON

**OWNER:**

**SHERWOOD COMMERCE CENTER LLC**

1121 SW Salmon St.  
Portland, Oregon 97205  
Phone: (503) 973-0258  
Contact: RYAN SCHERA  
EMAIL: ryans@schnitzerproperties.com

**ENGINEER:**

**VLMK ENGINEERING + DESIGN**

3933 SW Kelly Avenue Portland, Oregon 97239-4393  
Phone: (503) 222-4453  
Fax: (503) 248-9263  
Contact: BRIAN DUBAL P.E.  
EMAIL: BRIAND@VLMK.COM

**CONTRACTOR:**

**KERR CONTRACTORS OREGON, INC.**

395 Shenandoah Lane NE Woodburn, Oregon 97071  
Phone: (971) 235-5003  
Contact: TIM KERR  
EMAIL: TKERR@KERRCONTRACTORS.COM

**SURVEYOR:**

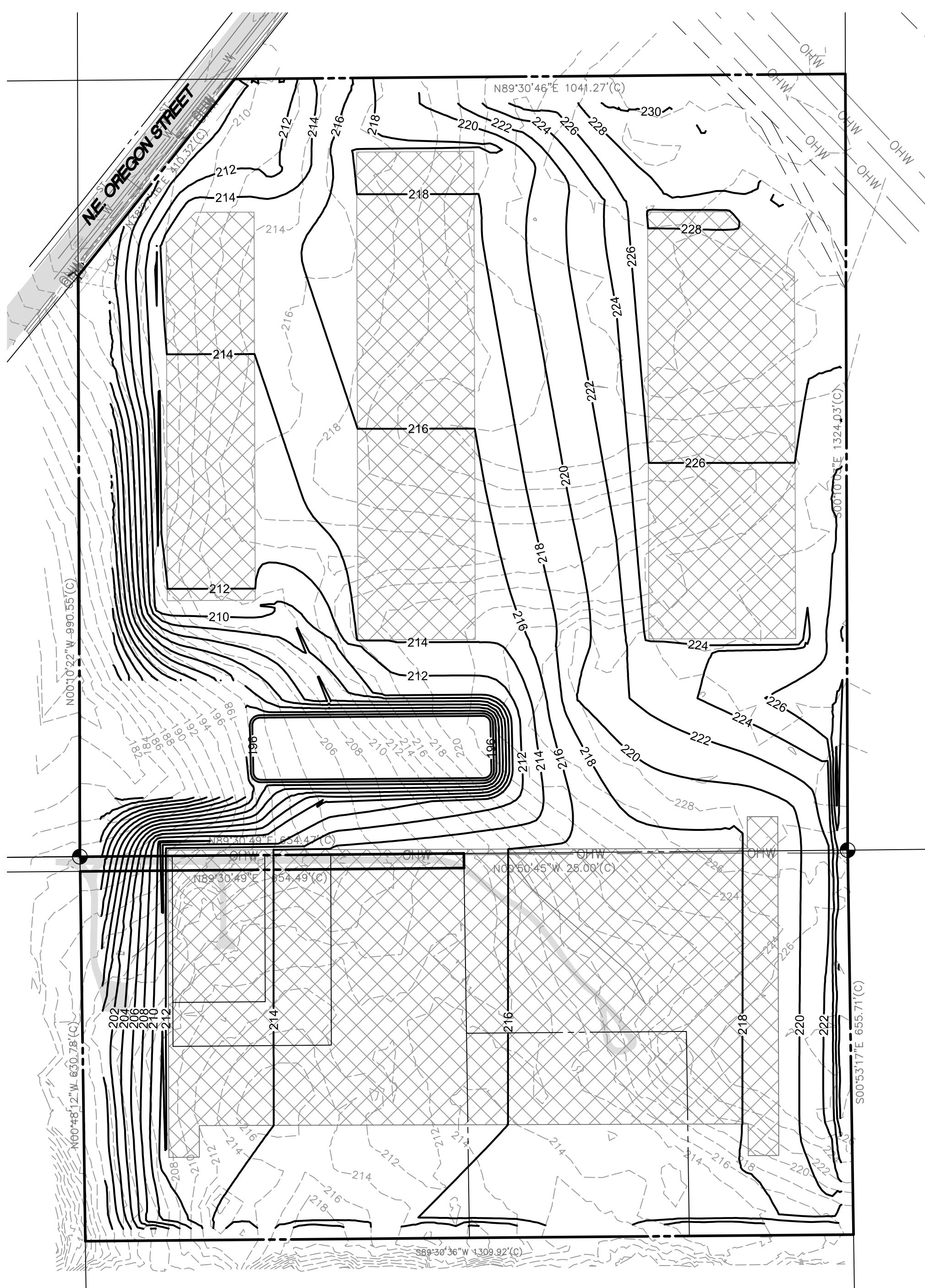
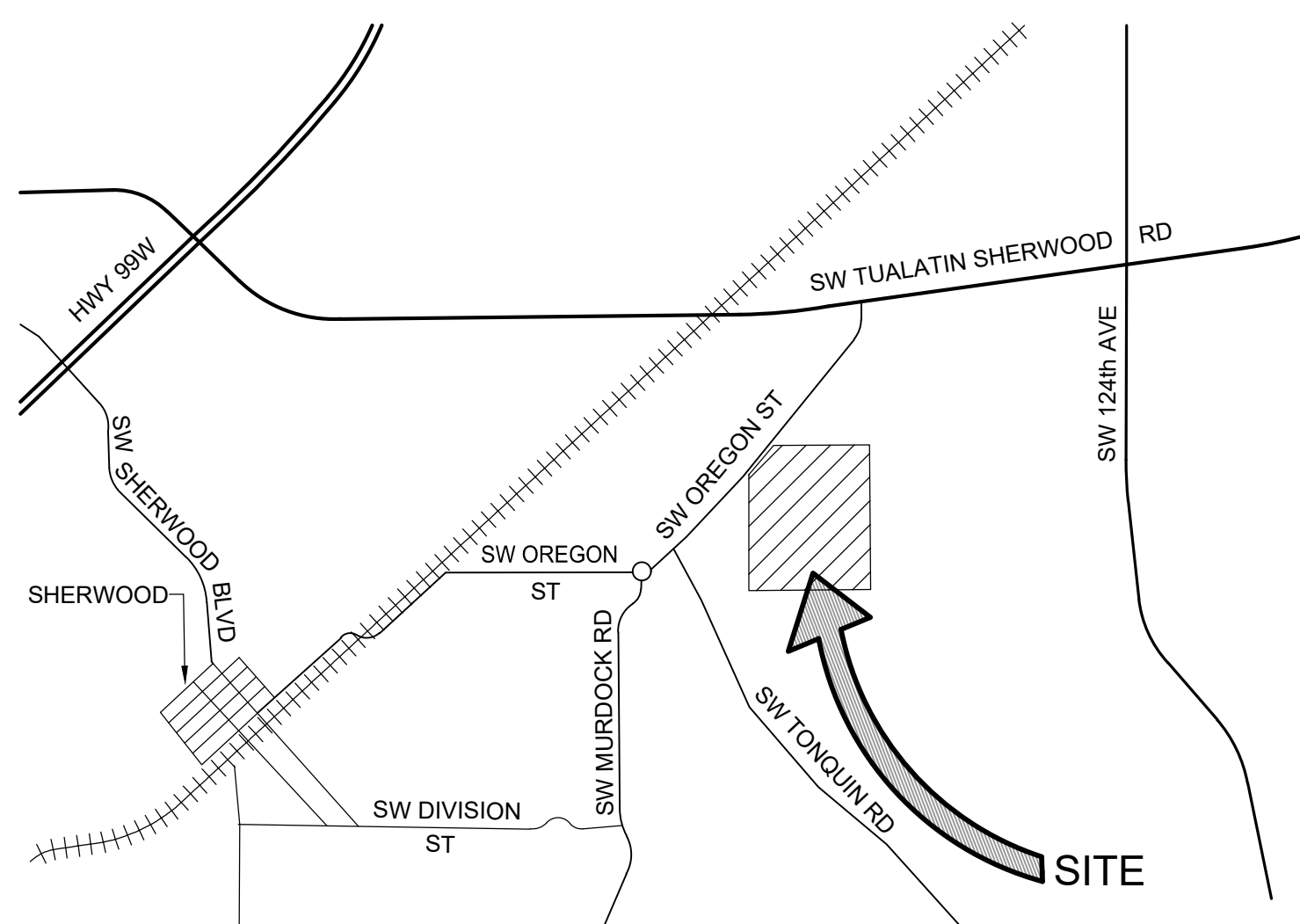
**TERRAMARK**

8196 SW Hall Boulevard, Suite #201  
Beaverton, Oregon 97008  
Phone: (503) 860-2255  
Contact: MICHAEL HOFFMAN P.L.S.  
EMAIL: MIKEH@TERRAMARKINC.COM

**GEOTECHNICAL ENGINEER:**

**NV5**

421 SW 6th Ave, Ste. 800  
Portland, Oregon 97204  
Phone: (800) 558-6707  
Contact: RYAN LAWRENCE, P.E.  
EMAIL: RLAWRENCE@NV5.COM



**Schedule of Drawings:**

SHEET	TITLE	DATE	PERMIT SET
		05/09/2022	

**Description of Sets:**

SHEET	TITLE	DATE	PERMIT SET
CVR	COVER SHEET		
C1.0	MASS GRADING PLAN		
C2.0	ESC - COVER SHEET		
C2.1	ESC EXTG CONDITIONS, TREE REMOVAL, & DEMO PLAN (N)		
C2.2	ESC EXTG CONDITIONS, TREE REMOVAL, & DEMO PLAN (S)		
C2.3	ESC EXTG CONDITIONS & DEMO PLAN - TREE TABLE		
C2.4	ESCP - NORTH		
C2.5	ESCP - SOUTH		
C2.6	ESC - DETAILS		
C2.7	ESC - DETAILS		
C2.8	ESC - DETAILS		
TOTAL NUMBER OF ORIGINALS IN SET		11	

● NEW OR REVISED DRAWING ○ RE-ISSUED WITH NO CHANGES  
⊗ DELETED DRAWING

**SITE INFORMATION**

**ADDRESS:** 21600 SW OREGON ST, SHERWOOD OREGON  
1/4 SECTION 28, TOWNSHIP 2 SOUTH, RANGE 1 WEST,  
WILLAMETTE MERIDIAN, WASHINGTON COUNTY, OREGON

**TAX LOTS:** 2S128C000600, 2S1330000200, 2S1330000201, 2S1330000300,  
2S1330000401, & 2S1330000403

**TAX MAP:** 2S128C & 2S133

**ZONING:** EMPLOYMENT INDUSTRIAL

**LOT SIZE:** 2,547,095 SQ. FT. (58.47 ACRES)

**DISTURBANCE AREA:** 2,352,240 SQ. FT. ± (54 ACRES) (DEQ 1200-C PERMIT REQUIRED)

**JURISDICTION:** CITY OF SHERWOOD

**NOTICE TO EXCAVATORS:**  
ATTENTION: OREGON LAW REQUIRES YOU TO FOLLOW RULES ADOPTED BY THE OREGON UTILITY NOTIFICATION CENTER. THOSE RULES ARE SET FORTH IN OAR 952-001-0010 THROUGH OAR 952-001-0090. YOU MAY OBTAIN COPIES OF THE RULES BY CALLING THE CENTER.  
(NOTE: THE TELEPHONE NUMBER FOR THE OREGON UTILITY NOTIFICATION CENTER IS 503-232-1987).

POTENTIAL UNDERGROUND FACILITY OWNERS  
**Dig Safely.**  
Call the Oregon One-Call Center  
DIAL 811 or 1-800-332-2344

PROJECT NAME  
**SHERWOOD COMMERCE CENTER MASS GRADING**

SW OREGON STREET SHERWOOD, OREGON

REVISIONS

DATE	DESCRIPTION

05/09/22  
REGISTERED PROFESSIONAL ENGINEER  
BRIAN M. DUBAL  
EXPIRES: 12/31/2023

DATE	MAY 2022	PROJ. NO.	22010190
SCALE	AS NOTED	CHECKED	JAB

**COVER SHEET**



G:\Acad\2021\20210190-Drawings\20 - Outside Set Phase 2\CVR - Cover Sheet.dwg 05/09/22 8:51 AM



**GENERAL NOTES**

- 1. PRIOR TO ANY CONSTRUCTION, CONTRACTOR SHALL VERIFY EXISTING UTILITIES AND TOPOGRAPHY ARE AS SHOWN ON PLANS. WHEN ACTUAL CONDITIONS DIFFER FROM THOSE SHOWN ON THE PLANS, THE CONTRACTOR SHALL NOTIFY THE ENGINEER PRIOR TO PROCEEDING WITH CONSTRUCTION.
- 2. CONTRACTOR TO LEAVE ALL AREAS OF PROJECT FREE OF DEBRIS AND UNUSED CONSTRUCTION MATERIAL.
- 3. CONTRACTOR SHALL PROVIDE ALL MATERIALS, EQUIPMENT, SURVEYING, TESTING, PERSONNEL, TRAFFIC SAFETY CONTROL AND AS-BUILTS FOR ALL PHASES OF CONSTRUCTION.
- 4. CONTRACTOR SHALL COORDINATE PUBLIC IMPROVEMENTS AND INSPECTIONS WITH THE CITY OF SHERWOOD.
- 5. PROPERTY LINE BEARINGS AND DISTANCES AS WELL AS SITE AREA CALCULATIONS ARE PROVIDED FOR ZONING AND PERMIT REVIEW ONLY. REAL PROPERTY LEGAL DESCRIPTIONS AND AREA CALCULATIONS ARE TO BE PROVIDED BY A REGISTERED PROFESSIONAL SURVEYOR.
- 6. PROPERTY CORNER SURVEY MONUMENTS, WHICH ARE IN DANGER OF BEING DISTURBED OR DESTROYED BY THE WORK OF THIS PROJECT, SHALL BE TIED-OUT BY A REGISTERED PROFESSIONAL SURVEYOR PRIOR TO THE BEGINNING OF ANY CONSTRUCTION, AND SHALL BE RE-SET IN ACCORDANCE WITH STATE LAW, IMMEDIATELY FOLLOWING THE COMPLETION OF ALL CONSTRUCTION.

**GRADING NOTES**

- 1. ATTENTION EXCAVATORS: OREGON LAW REQUIRES YOU TO FOLLOW RULES ADOPTED BY THE OREGON UTILITY NOTIFICATION CENTER. THOSE RULES ARE SET FORTH IN OAR 952-001-0010 THROUGH OAR 952-001-0090. YOU MAY OBTAIN COPIES OF THESE RULES FROM THE CENTER BY CALLING 811 OR 1-800-332-2344. IF YOU HAVE ANY QUESTIONS ABOUT THE RULES, YOU MAY CONTACT THE CALL CENTER. YOU MUST NOTIFY THE CENTER AT LEAST 2 BUSINESS DAYS, BUT NOT MORE THAN 10 BUSINESS DAYS, BEFORE COMMENCING AN EXCAVATION. CALL 811 OR 1-800-332-2344.
- 2. ALL NEW CONTOURS SHOWN ARE PROPOSED SUBGRADE ELEVATIONS, UNLESS OTHERWISE NOTED.
- 3. ORGANIC AND UNDESIRABLE MATERIAL SHALL BE REMOVED FROM THE CONSTRUCTION AREA AS DIRECTED BY THE ENGINEER.
- 4. ALL DISTURBED AREAS NOT LANDSCAPED ARE TO BE HYDROSEED OR BEDDED IN STRAW TO PREVENT EROSION. SEE EROSION CONTROL PLAN, SHEET C3.0.

**GENERAL SYMBOLS**

- NEW**
- CATCH BASIN (CB) -OR- AREA DRAIN (AD)
  - MANHOLE (MH)
  - UTILITY POLE
  - FIRE HYDRANT (FH)
  - METER
  - UTILITY VAULT
  - TRANSFORMER AND PAD
  - TRANSFORMER
  - VALVE BOX COVER
  - POST INDICATOR VALVE
  - LIGHT POLE
  - WALL MOUNTED LIGHT
  - FIRE DEPARTMENT CONNECTION (FDC)
  - GATE VALVE
  - CHECK VALVE
  - CLEAN OUT (CO)

**GRADING SYMBOLS**

- EXISTING CONTOUR LINE
- NEW CONTOUR LINE
- EXISTING SPOT ELEVATION
- NEW SPOT ELEVATION PROVIDE STAKE

**ABBREVIATIONS**

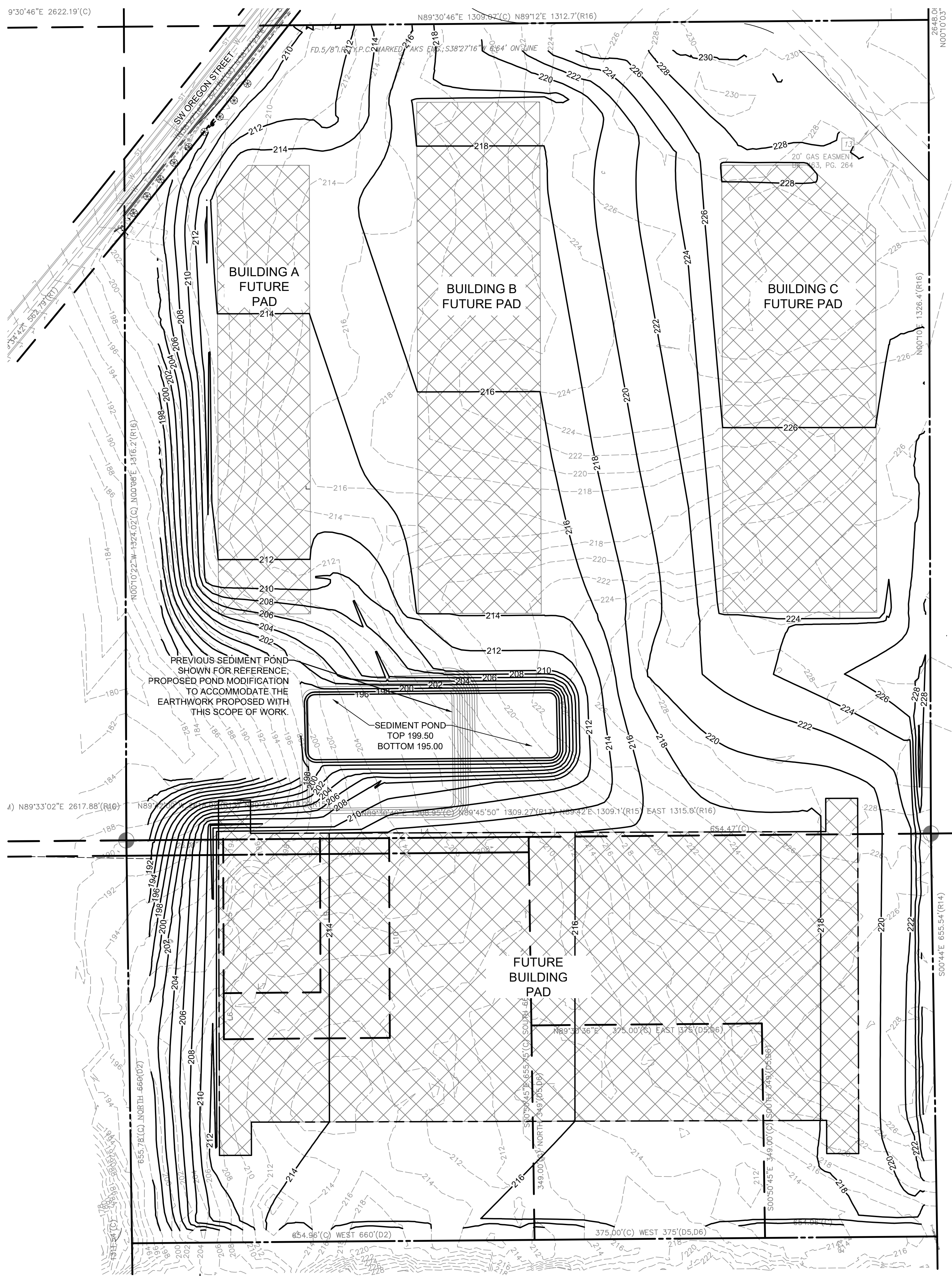
- AC ASPHALT CONCRETE
- AD AREA DRAIN
- BC BOTTOM OF CURB
- B.M. BENCH MARK
- CB CATCH BASIN
- CONC CONCRETE
- EG EXISTING GRADE
- EL ELEVATION
- EXTG EXISTING
- F.F. FINISHED FLOOR ELEVATION
- FG FINISHED GRADE
- GB GRADE BREAK
- H.P. HIGH POINT
- MH MANHOLE
- TC TOP OF CONCRETE
- TOE TOE OF WALL
- TOW TOP OF WALL
- TYP. TYPICAL

**SURVEY LEGEND**

- BRASS DISK
- CALCULATED DATA
- CHAIN LINK FENCE
- IRON ROD
- MEASURED DATA
- MONUMENT BOX
- POWER POLE
- WIRE FENCE
- CONCRETE
- ASPHALTIC CONCRETE
- BUILDING LINE
- CHAIN LINK/WIRE FENCE
- OVERHEAD WIRE
- DECIDUOUS TREE
- CONIFEROUS TREE
- TREE TO BE REMOVED
- ROOT PROTECTION ZONE

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POTENTIAL UNDERGROUND FACILITY OWNERS  
**Dig Safely.**  
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DIAL 811 or 1-800-332-2344



PROJECT NAME  
**SHERWOOD  
COMMERCE  
CENTER  
MASS GRADING**

SW OREGON STREET  
SHERWOOD, OREGON

**REVISIONS**

Δ	DATE	DESCRIPTION

05/09/22  
REGISTERED PROFESSIONAL ENGINEER  
5395  
BRIAN M. DUBAL  
EXPIRES: 12/31/2023

DATE MAY 2022	PROJ. NO. 20210190
SCALE AS NOTED	CHECKED JAB
DRAWN JWS	CHECKED JAB

**MASS GRADING  
PLAN**

**CONTRACTOR WILL PHASE WORK STARTING FROM EAST AND WORKING TOWARDS THE WEST TO MINIMIZE DISTURBED AREA (AS MUCH AS POSSIBLE) AT ANY ONE GIVEN TIME.**

**SITE INFORMATION**

SURVEY INFORMATION FROM BOUNDARY & TOPOGRAPHIC SURVEY FROM TOPOGRAPHIC SURVEY OF LOT 600, LOCATED IN SE 1/4 OF SW 1/4 SEC. 28, T.2S., R.1W., W.M., CITY OF SHERWOOD, WASHINGTON COUNTY, OREGON. PROVIDED BY: TERRAMARK, INC. (ADDRESS: 8196 SW HALL BOULEVARD, SUITE 201. BEAVERTON, OR 97008 PHONE: 503-860-2255, JOB #: 20224969, DATED 03/23/2022)

BENCHMARK: WASHINGTON COUNTY BM NO. 962, ELEVATION = 189.81 FEET (NGVD1929)



**PRE-CONSTRUCTION, CLEARING, AND DEMOLITION NOTES:**

1. ALL BASE ESC MEASURES (INLET PROTECTION, PERIMETER SEDIMENT CONTROL, GRAVEL CONSTRUCTION ENTRANCES, ETC.) MUST BE IN PLACE, FUNCTIONAL, AND APPROVED IN AN INITIAL INSPECTION, PRIOR TO COMMENCEMENT OF CONSTRUCTION ACTIVITIES.
2. SEDIMENT BARRIERS APPROVED FOR USE INCLUDE SEDIMENT FENCE, BERMS CONSTRUCTED OUT OF MULCH, CHIPPINGS, OR OTHER SUITABLE MATERIAL, STRAW WATTLES, OR OTHER APPROVED MATERIALS.
3. SENSITIVE RESOURCES INCLUDING, BUT NOT LIMITED TO, TREES, WETLANDS, AND RIPARIAN PROTECTION AREAS SHALL BE CLEARLY DELINEATED WITH ORANGE CONSTRUCTION FENCING OR CHAIN LINK FENCING IN A MANNER THAT IS CLEARLY VISIBLE TO ANYONE IN THE AREA. NO ACTIVITIES ARE PERMITTED TO OCCUR BEYOND THE CONSTRUCTION BARRIER.
4. CONSTRUCTION ENTRANCES SHALL BE INSTALLED AT THE BEGINNING OF CONSTRUCTION AND MAINTAINED FOR THE DURATION OF THE PROJECT. ADDITIONAL MEASURES INCLUDING, BUT NOT LIMITED TO, STREET SWEEPING, AND VACUUMING, MAY BE REQUIRED TO INSURE THAT ALL PAVED AREAS ARE KEPT CLEAN FOR THE DURATION OF THE PROJECT.
5. RUN-ON AND RUN-OFF CONTROLS SHALL BE IN PLACE AND FUNCTIONING PRIOR TO BEGINNING SUBSTANTIAL CONSTRUCTION ACTIVITIES. RUN-ON AND RUN-OFF CONTROL MEASURES INCLUDE: SLOPE DRAINS (WITH OUTLET PROTECTION), CHECK DAMS, SURFACE ROUGHENING, AND BANK STABILIZATION.

PRIOR TO ANY SITE CLEARING, GRADING OR CONSTRUCTION THE VEGETATED CORRIDOR AND WATER QUALITY SENSITIVE AREAS SHALL BE SURVEYED, STAKED, AND TEMPORARILY FENCED PER APPROVED PLAN. DURING CONSTRUCTION THE VEGETATED CORRIDOR SHALL REMAIN FENCED AND UNDISTURBED EXCEPT AS ALLOWED BY R&O 07-20, SECTION 3.06.1 AND PER APPROVED PLANS.

- SEED USED FOR TEMPORARY OR PERMANENT SEEDING SHALL BE COMPOSED OF ONE OF THE FOLLOWING MIXTURES, UNLESS OTHERWISE AUTHORIZED:
1. DWARF GRASS MIX (MIN. 100 LB./AC.)
    - 1.1. DWARF PERENNIAL RYEGRASS (80% BY WEIGHT)
    - 1.2. CREEPING RED FESCUE (20% BY WEIGHT)
  2. STANDARD HEIGHT GRASS MIX (MIN. 100LB./AC.)
    - 2.1. ANNUAL RYEGRASS (40% BY WEIGHT)
    - 2.2. TURF-TYPE FESCUE (60% BY WEIGHT)

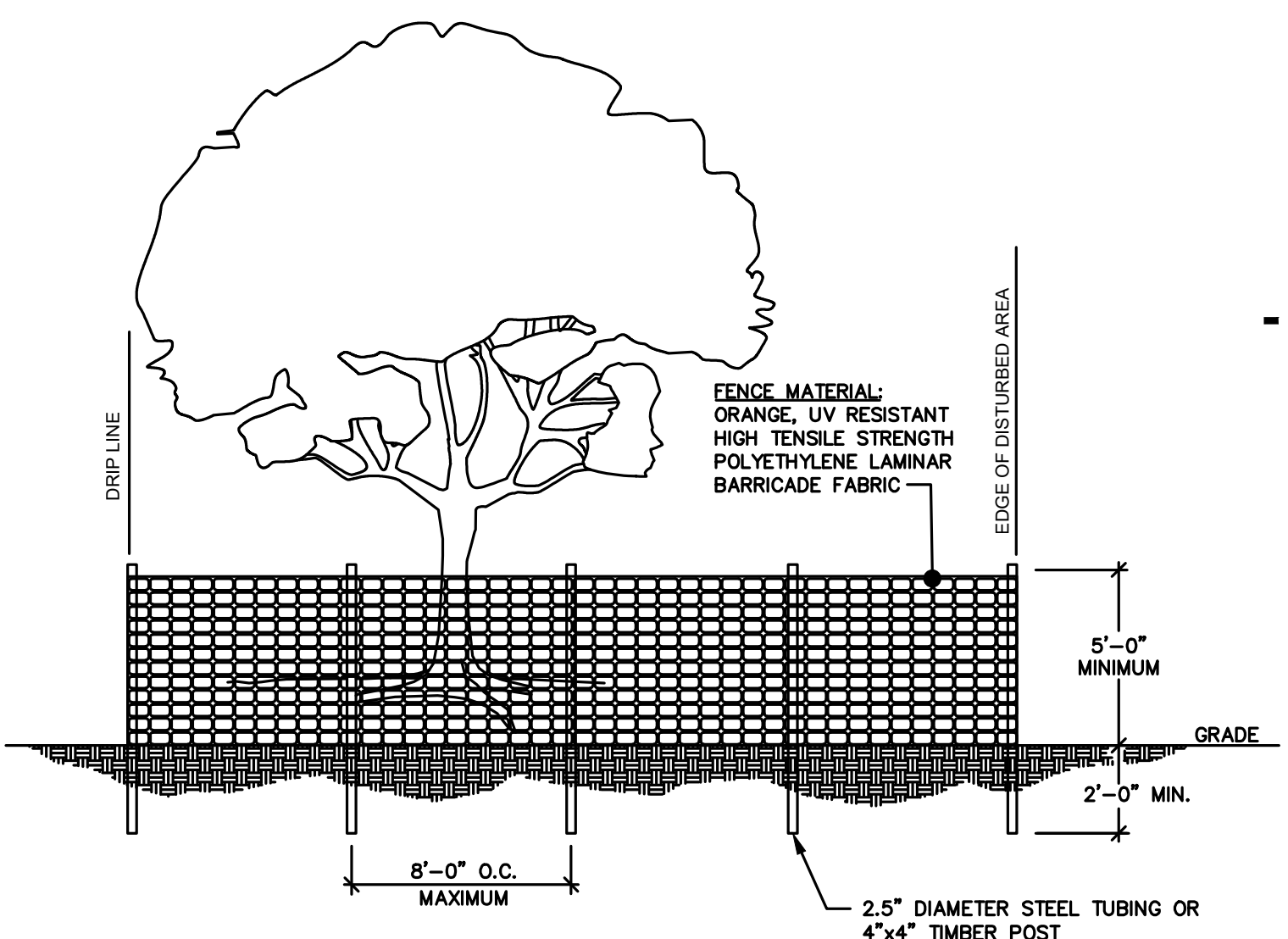
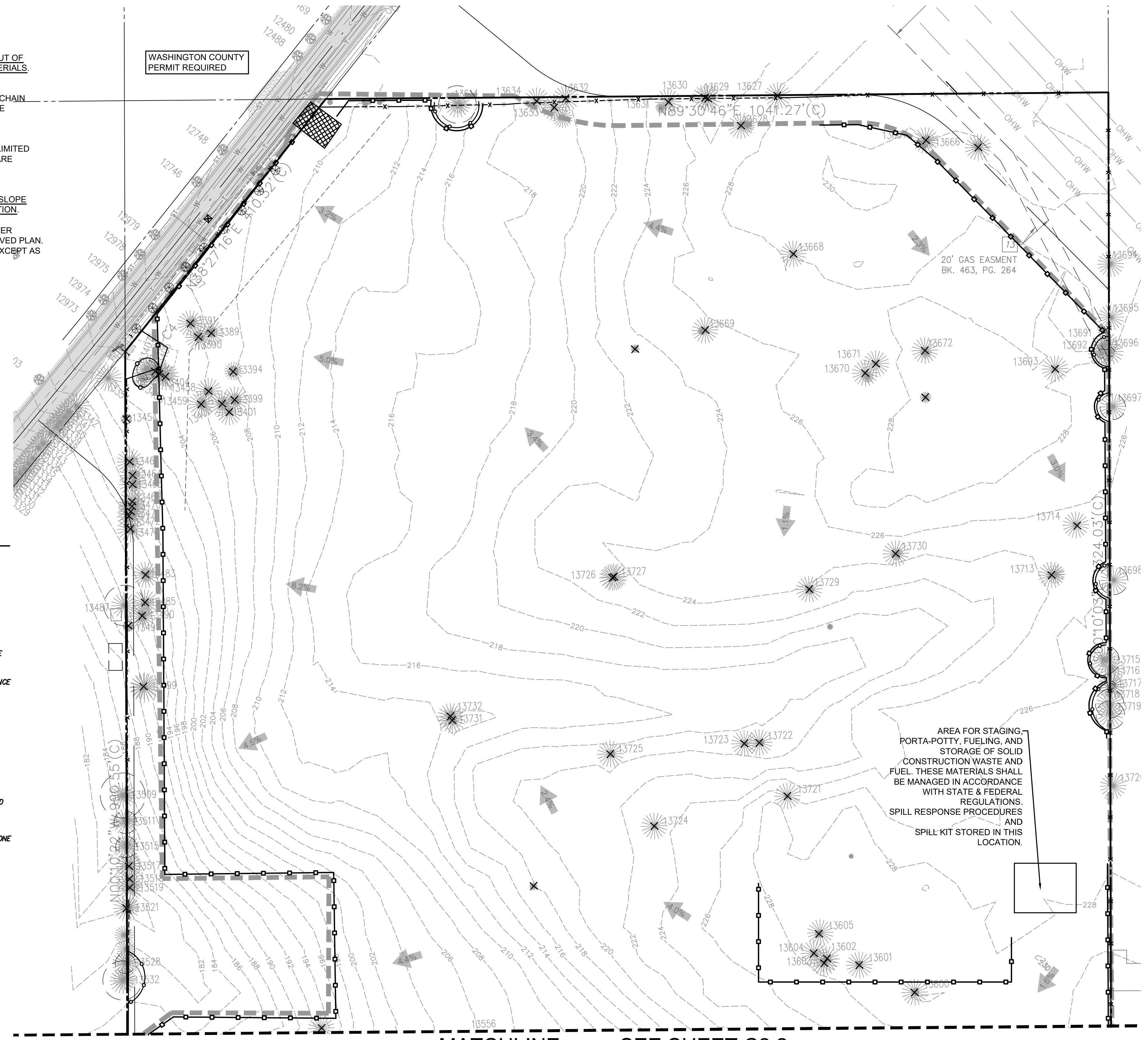
SEED SHALL BE PLANTED NO LATER THAN SEPTEMBER 1ST, TO ENSURE ESTABLISHMENT OF GRASS PRIOR TO OCTOBER 1ST.

THESE EROSION AND SEDIMENT CONTROL PLANS ASSUME "DRY WEATHER" CONSTRUCTION. "WET WEATHER" CONSTRUCTION MEASURES NEED TO BE APPLIED BETWEEN OCTOBER 1ST AND MAY 31ST.

ESC PLAN LEGEND	
	INLET PROTECTION PER CWS DETAILS
	SEDIMENT FENCE
	ORANGE CONSTRUCTION FENCING
	GRAVEL CONSTRUCTION ENTRANCE
	PRE-DEV. DRAINAGE FLOW ARROW
	LIMIT OF DISTURBED AREA

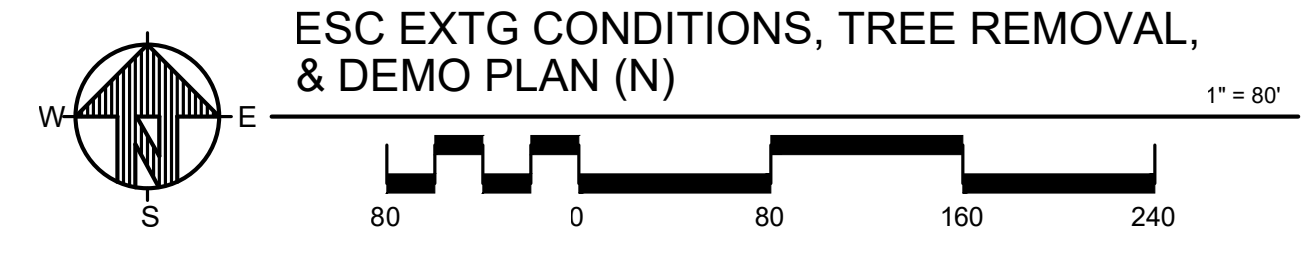
**SURVEY LEGEND**

	B.D.	BRASS DISK
	(C)	CALCULATED DATA
	C.L.F.	CHAIN LINK FENCE
	I.R.	IRON ROD
	(M)	MEASURED DATA
	M.B.	MONUMENT BOX
	P.P.	POWER POLE
	W.R.F.	WIRE FENCE
	CONCRETE	CONCRETE
	ASPHALTIC CONCRETE	ASPHALTIC CONCRETE
	BUILDING LINE	BUILDING LINE
	CHAIN LINK/WIRE FENCE	CHAIN LINK/WIRE FENCE
	O.H.W.	OVERHEAD WIRE
	DECIDUOUS TREE	DECIDUOUS TREE
	CONIFEROUS TREE	CONIFEROUS TREE
	TREE TO BE REMOVED	TREE TO BE REMOVED
	ROOT PROTECTION ZONE	ROOT PROTECTION ZONE



**TREE PROTECTION FENCING**

- NOTES:**
1. ALL PLANTS DESIGNATED TO BE SAVED SHALL BE PROTECTED BY FENCING, AS ILLUSTRATED.
  2. INSTALL TREE PROTECTION FENCE AT TREE DRIP LINE OR AT EDGE OF DISTURBED AREA, AS SHOWN ON PLANS, OR PER ARBORIST DIRECTION IN THE FIELD PRIOR TO CONSTRUCTION.
  3. AVOID DAMAGE TO CRITICAL ROOT ZONE. DO NOT DAMAGE OR SEVER LARGE ROOTS WHEN INSTALLING POSTS.
  3. THERE SHALL BE NO STORAGE OF MATERIAL WITHIN THE BOUNDARIES OF THE TREE PROTECTION FENCING.
  4. TREE PROTECTION FENCING SHALL BE MAINTAINED THROUGHOUT THE DURATION OF THE PROJECT.



**EXISTING CONDITIONS NARRATIVE:**  
EXISTING GRADE GENERALLY FLOWS TO THE SOUTHWEST. AS THERE ARE MINIMAL EXISTING STRUCTURES, DISTURBANCE RELATED TO DEMOLITION WILL BE MINIMAL TO NON-EXISTENT

AREA FOR STAGING, PORTA-POTTY, FUELING, AND STORAGE OF SOLID CONSTRUCTION WASTE AND FUEL. THESE MATERIALS SHALL BE MANAGED IN ACCORDANCE WITH STATE & FEDERAL REGULATIONS. SPILL RESPONSE PROCEDURES AND SPILL KIT STORED IN THIS LOCATION.

PROJECT NAME  
**SHERWOOD COMMERCE CENTER MASS GRADING**

SW OREGON STREET SHERWOOD, OREGON

REVISIONS

DATE	DESCRIPTION

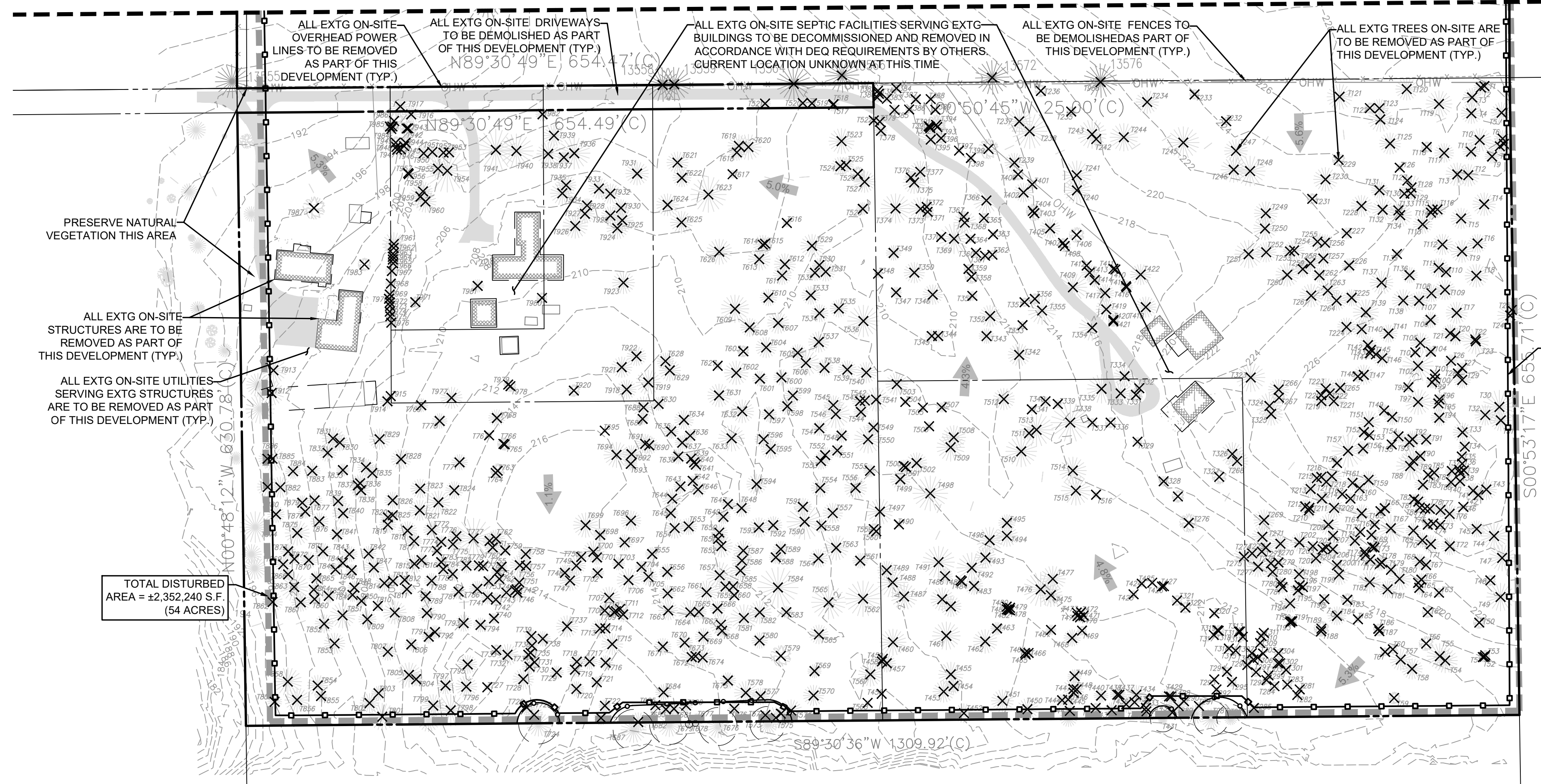
05/09/22  
REGISTERED PROFESSIONAL ENGINEER  
5139 PE  
BRIAN M. DUBAL  
EXPIRES: 12/31/2023

DATE	MAY 2022
SCALE	AS NOTED
PROJ. NO.	20210190
DRAWN	JWS
CHECKED	JAB

**ESC EXTG CONDITIONS, TREE REMOVAL, & DEMO PLAN (N)**

G:\Acad\2021\02\1018\0\Drawings\20 Onsite Set Phase 2\C2.1 ESC EXTG CONDITIONS & DEMO PLAN.dwg/9/2022 9:22 AM

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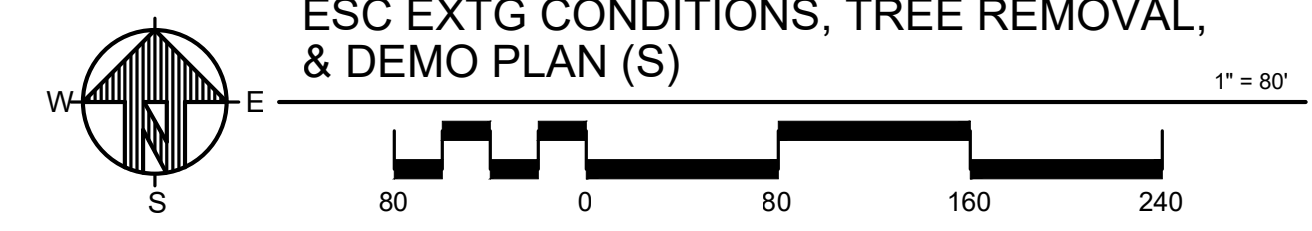


**SURVEY LEGEND**

- B.D.
- (C)
- C.L.F.
- I.R.
- (M)
- M.B.
- P.P.
- W.R.F.
- CONCRETE
- ASPHALTIC CONCRETE
- BUILDING LINE
- CHAIN LINK/WIRE FENCE
- OVERHEAD WIRE
- DECIDUOUS TREE
- CONIFEROUS TREE
- TREE TO BE REMOVED
- ROOT PROTECTION ZONE

**ESC PLAN LEGEND**

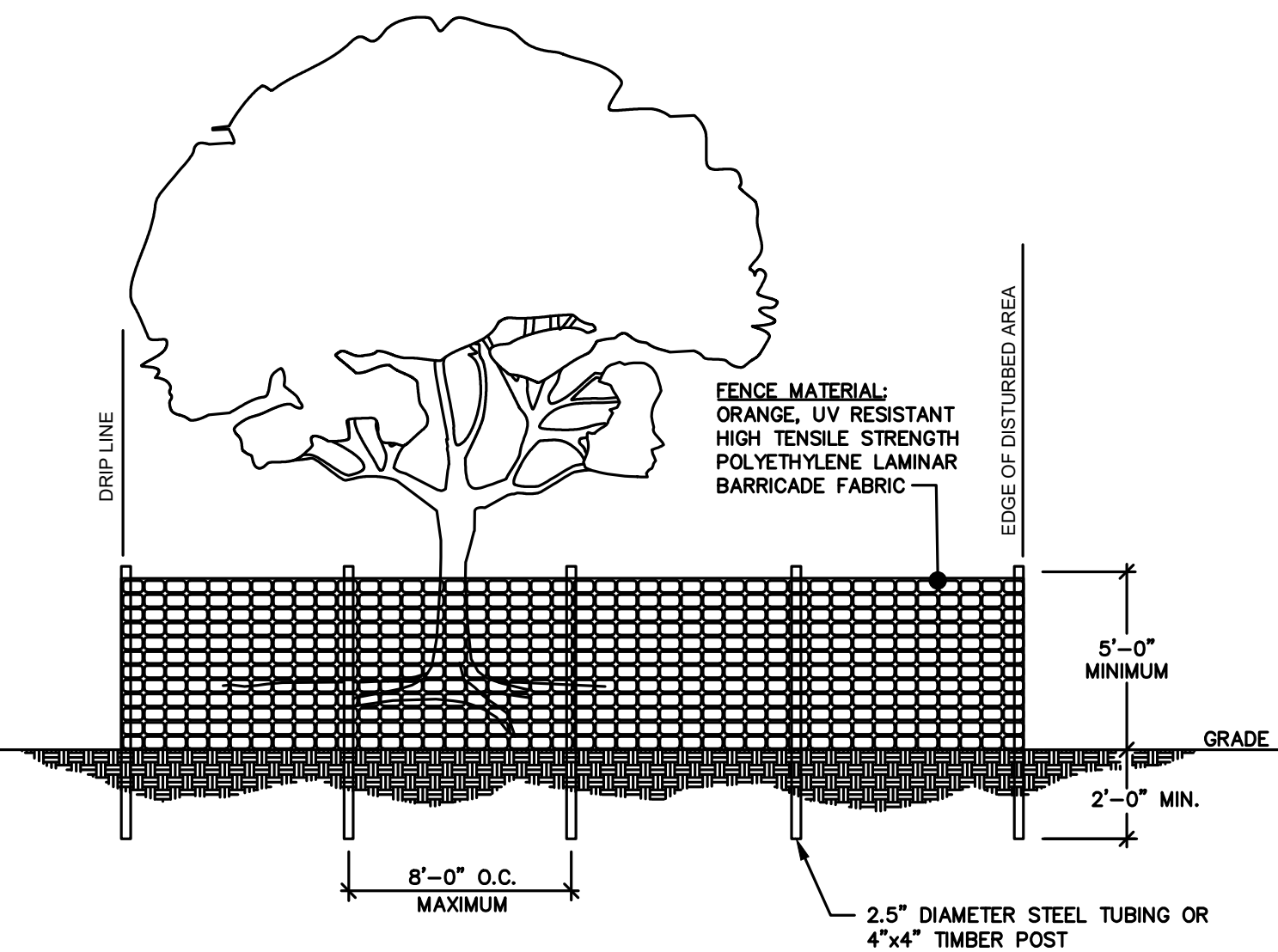
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- ORANGE CONSTRUCTION FENCING
- GRAVEL CONSTRUCTION ENTRANCE
- PRE-DEV. DRAINAGE FLOW ARROW
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  3. AVOID DAMAGE TO CRITICAL ROOT ZONE. DO NOT DAMAGE OR SEVER LARGE ROOTS WHEN INSTALLING POSTS.
  3. THERE SHALL BE NO STORAGE OF MATERIAL WITHIN THE BOUNDARIES OF THE TREE PROTECTION FENCING.
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PROJECT NAME  
**SHERWOOD  
 COMMERCE  
 CENTER  
 MASS GRADING**

SW OREGON STREET  
 SHERWOOD, OREGON

**REVISIONS**

DATE	DESCRIPTION

05/09/22  
  
 BRIAN M. DUBEAL  
 REGISTERED PROFESSIONAL ENGINEER  
 EXPIRES: 12/31/2023

DATE	SCALE	PROJ. NO.
MAY 2022	AS NOTED	20210190

DRAWN	CHECKED
JWS	JAB

**ESC EXTG  
 CONDITIONS, TREE  
 REMOVAL, & DEMO  
 PLAN (S)**



3933 SW Kelly Avenue  
Portland, Oregon 97239  
503.222.4453  
VLMK.COM

PROJECT NAME  
**SHERWOOD  
COMMERCE  
CENTER  
MASS GRADING**  
  
SW OREGON STREET  
SHERWOOD, OREGON

Table with 3 columns: REVISIONS, DATE, DESCRIPTION. The table is currently empty.



DATE: MAY 2022  
SCALE: AS NOTED  
DRAWN: JWS  
PROJECT NO.: 20210190  
CHECKED: JAB

**ESC EXTG  
CONDITIONS &  
DEMO PLAN TREE  
TABLE**

C2.3

Main tree table with 8 columns: TREE #, TYPE, DIA (in.), TREE #, TYPE, DIA (in.), TREE #, TYPE, DIA (in.). Contains 150 columns and 150 rows of tree data.

### PLAN NOTES:

REDUCING EROSION ON-SITE USING EXISTING SITE FEATURES IS EFFECTIVE AND ECONOMICAL. SCHEDULING CONSTRUCTION SEQUENCES TO MINIMIZE EROSION AS RECOMMENDED BELOW CAN REDUCE COSTS ON MATERIALS, LABOR, MAINTENANCE, AND DISPOSAL OF TRADITIONAL BMP'S USED TO TRAP SEDIMENT.

ALL DISTURBED SOILS THAT WILL BE INACTIVE DURING CONSTRUCTION SHALL BE STABILIZED TO PREVENT EROSION THROUGH THE WET SEASON USING STRAW MULCHING.

- APPLY STRAW AND MULCH AT A RATE OF AT LEAST 1 1/2 TONS PER ACRE, UNTIL THE SOIL SURFACE IS NOT VISIBLE THROUGH THE MULCH. MULCH MAY NEED TO BE HELD IN PLACE BY SPRAYED-ON TACKIFIERS OR NETTING.
- STRAW MULCH WILL NEED A TACKIFIER IF IT IS SPREAD LOOSE FROM BALES. USE STRAW THAT IS STERILE OR CONTAINS NO STRAW SEEDS, WHEAT, RYE, GRASS SEED, ETC. OTHER THAN WHAT IS BEING GROWN ON PURPOSE. IF IT IS BLOWN, SHORTER STRAW STRANDS DO NOT APPEAR TO BE AS AFFECTED BY WIND AS THE LONGER LOOSE STRAW, AND USUALLY WILL NOT REQUIRE A TACKIFIER.

#### VEGETATED BUFFER AREAS (VBA)

WHERE POSSIBLE, CREATE VBAs. LET CONSTRUCTION RUNOFF SHEET FLOW TO VBA SO THAT SEDIMENT CAN SETTLE OUT OF THE RUNOFF BEFORE IT CAN LEAVE THE SITE. SCHEDULE STRIPPING AND GRADING OF THE VBA IMMEDIATELY PRIOR TO FINAL LANDSCAPING.

#### SAWCUTTING

ALL SAWCUTTING ACTIVITIES SHALL BE SWEEPED OR VACUUMED. SAWCUTTING DISCHARGES SHALL NOT BE ALLOWED TO ENTER THE UNDERGROUND STORM WATER SYSTEM OR SURFACE INFILTRATION FACILITIES.

#### STRIPPINGS STOCKPILE

EARLY AND FREQUENT WATERING OF STRIPPINGS STOCKPILES WILL ENCOURAGE GROWTH AND REDUCE THE NEED TO COVER WITH PLASTIC OR OTHER STABILIZATION BMP'S.

#### GENERAL

THE PROJECT FOREMAN AND ON-SITE CESCL SHOULD COORDINATE TO MINIMIZE EXPOSURE AND RISK OF SEDIMENT RELEASES OFF SITE. THE CESCL IS ENCOURAGED TO REVISE THE ESC PLAN AND SUBMIT AN ACTION PLAN AS NECESSARY TO IMPROVE THE ENGINEER'S DESIGN, BASED ON FIELD CONDITIONS. FOR EXAMPLE, MOVING THE CONSTRUCTION ENTRANCE TO MINIMIZE ON-SITE TRAVEL ROUTES AND REDUCE MUD PICK-UP.

REMOVE ESC CONTROL BMP'S WHEN THEY ARE NO LONGER NECESSARY.

#### EROSION AND SEDIMENT CONTROL BMP IMPLEMENTATION:

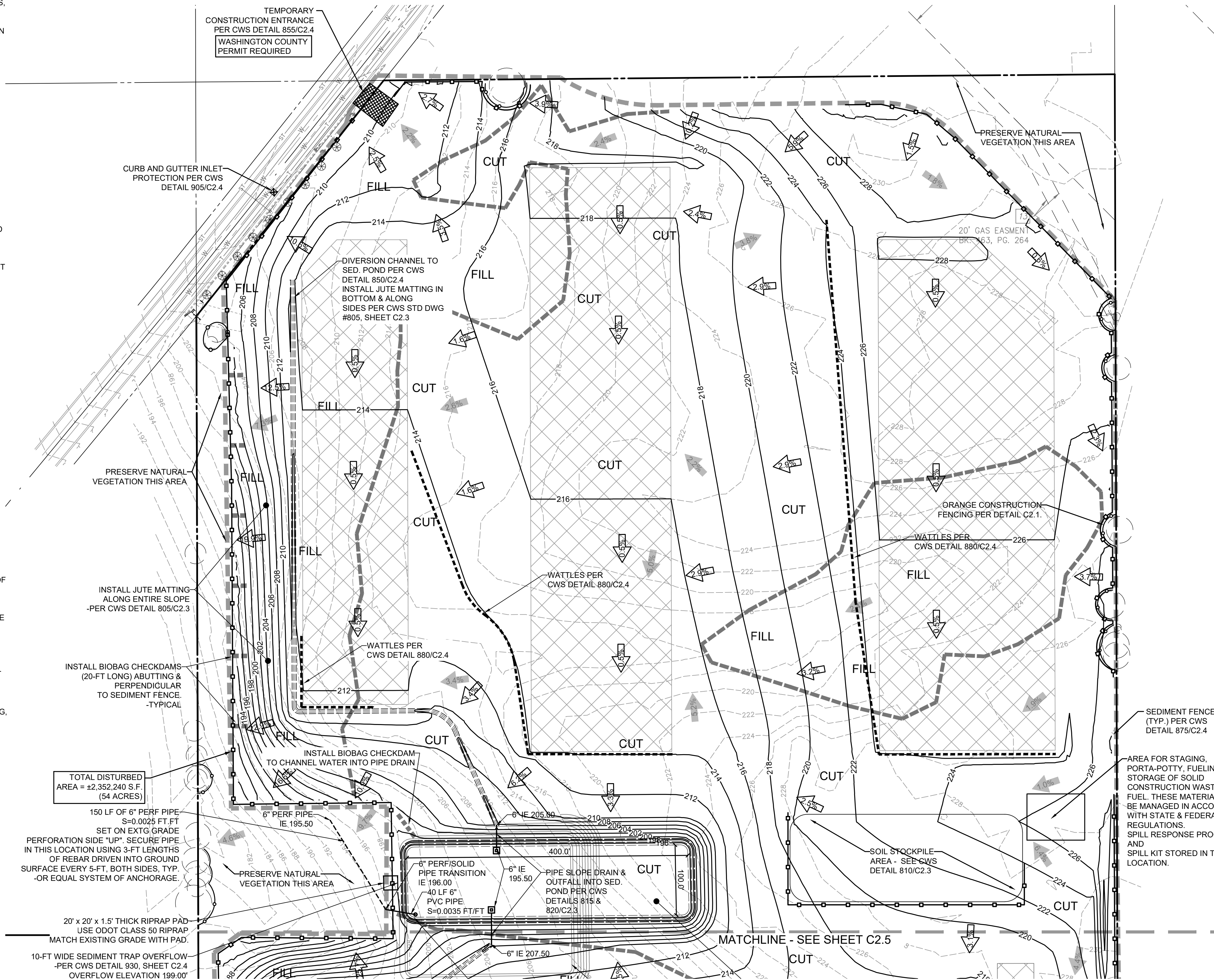
- ALL BASE ESC MEASURES (INLET PROTECTION, PERIMETER SEDIMENT CONTROL, GRAVEL CONSTRUCTION ENTRANCES, ETC.) MUST BE IN PLACE, FUNCTIONAL, AND APPROVED IN AN INITIAL INSPECTION, PRIOR TO COMMENCEMENT OF CONSTRUCTION ACTIVITIES.
- ALL "SEDIMENT BARRIERS (TO BE INSTALLED AFTER GRADING)" SHALL BE INSTALLED IMMEDIATELY FOLLOWING ESTABLISHMENT OF FINISHED GRADE AS SHOWN ON THESE PLANS.
- LONG TERM SLOPE STABILIZATION MEASURES "INCLUDING MATTING" SHALL BE IN PLACE OVER ALL EXPOSED SOILS BY OCTOBER 1.
- THE STORM WATER FACILITY SHALL BE CONSTRUCTED AND LANDSCAPED PRIOR TO MASS GRADING.
- INLET PROTECTION SHALL BE IN-PLACE IMMEDIATELY FOLLOWING PAVING ACTIVITIES.

#### GRADING, EROSION AND SEDIMENT CONSTRUCTION NOTES:

- SEED USED FOR TEMPORARY OR PERMANENT SEEDING SHALL BE COMPOSED OF ONE OF THE FOLLOWING MIXTURES, UNLESS OTHERWISE AUTHORIZED:
  - DWARF GRASS MIX (MIN. 100 LB./AC.)
    - DWARF PERENNIAL RYEGRASS (80% BY WEIGHT)
    - CREeping RED FESCUE (20% BY WEIGHT)
  - STANDARD HEIGHT GRASS MIX (MIN. 100LB./AC.)
    - ANNUAL RYEGRASS (40% BY WEIGHT)
    - TURF-TYPE FESCUE (60% BY WEIGHT)
- SLOPE TO RECEIVE TEMPORARY OR PERMANENT SEEDING SHALL HAVE THE SURFACE ROUGHENED BY MEANS OF TRACK-WALKING OR THE USE OF OTHER APPROVED IMPLEMENTS. SURFACE ROUGHENING IMPROVES SEED BEDDING AND REDUCES RUN-OFF VELOCITY.
- LONG TERM SLOPE STABILIZATION MEASURES SHALL INCLUDE THE ESTABLISHMENT OF PERMANENT VEGETATIVE COVER VIA SEEDING WITH APPROVED MIX AND APPLICATION RATE.
- TEMPORARY SLOPE STABILIZATION MEASURES SHALL INCLUDE: COVERING EXPOSED SOIL WITH PLASTIC SHEETING, STRAW MULCHING, WOOD CHIPS, OR OTHER APPROVED MEASURES.
- STOCKPILED SOIL OR STRIPPINGS SHALL BE PLACED IN A STABLE LOCATION AND CONFIGURATION. DURING "WET WEATHER" PERIODS, STOCKPILES SHALL BE COVERED WITH PLASTIC SHEETING OR STRAW MULCH. SEDIMENT FENCE IS REQUIRED AROUND THE PERIMETER OF THE STOCKPILE.
- EXPOSED CUT OR FILL AREAS SHALL BE STABILIZED THROUGH THE USE OF TEMPORARY SEEDING AND MULCHING. EROSION CONTROL BLANKETS OR MATS, MID-SLOPE SEDIMENT FENCES OR WATTLES, OR OTHER APPROPRIATE MEASURES. SLOPES EXCEEDING 25% MAY REQUIRE ADDITIONAL EROSION CONTROL MEASURES.
- AREAS SUBJECT TO WIND EROSION SHALL USE APPROPRIATE DUST CONTROL MEASURES INCLUDING THE APPLICATION OF A FINE SPRAY OF WATER, PLASTIC SHEETING, STRAW MULCHING, OR OTHER APPROVED MEASURES.
- CONSTRUCTION ENTRANCES SHALL BE INSTALLED AT THE BEGINNING OF CONSTRUCTION AND MAINTAINED FOR THE DURATION OF THE PROJECT. ADDITIONAL MEASURES INCLUDING, BUT NOT LIMITED TO, TIRE WASHES, STREET SWEEPING, AND VACUUMING MAY BE REQUIRED TO INSURE THAT ALL PAVED AREAS ARE KEPT CLEAN FOR THE DURATION OF THE PROJECT.
- ACTIVE INLETS TO STORM WATER SYSTEMS SHALL BE PROTECTED THROUGH THE USE OF APPROVED INLET PROTECTION MEASURES. ALL INLET PROTECTION MEASURES ARE TO BE REGULARLY INSPECTED AND MAINTAINED AS NEEDED.
- SATURATED MATERIALS THAT ARE HAULED OFF-SITE MUST BE TRANSPORTED IN WATER-TIGHT TRUCKS TO ELIMINATE SPILLAGE OF SEDIMENT AND SEDIMENT-LADEN WATER.
- USE BMP'S SUCH AS CHECK-DAMS, BERMS, AND INLET PROTECTION TO PREVENT RUN-OFF FROM REACHING DISCHARGE POINTS.

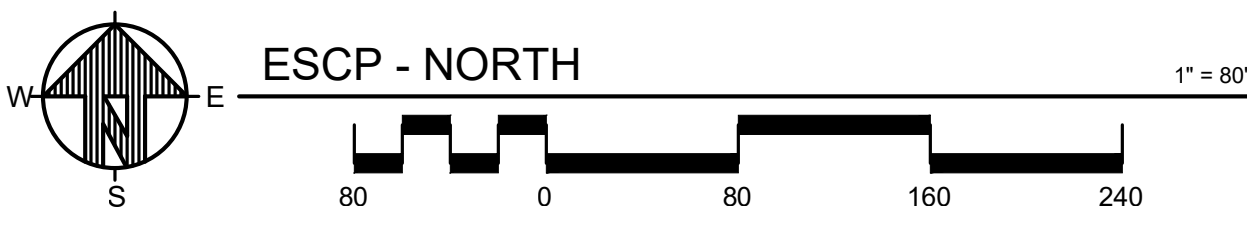
#### ENGINEERED SEDIMENT BASIN NOTES:

- STORMWATER NARRATIVE: SEDIMENT BASIN SIZING**  
THE PROPOSED SEDIMENT BASIN HAS BEEN SIZED TO STORE THE ENTIRE VOLUME OF THE PREDEVELOPED 2-YEAR, 24-HOUR STORM EVENT (2.5") FROM THE PROPOSED DISTURBED AREA. CALCULATIONS HAVE BEEN COMPLETED USING THE SANTA BARBARA URBAN HYDROGRAPH WITH TYPE IA STORM. THE TOTAL SETTLING VOLUME REQUIRED FOR THE SEDIMENT POND WAS FOUND TO BE 104,000 CF. THE PROPOSED POND INCLUDES APPROXIMATELY 18' OF SEDIMENT STORAGE DEPTH, WITH APPROXIMATELY 30' OF STORMWATER SETTLING STORAGE VOLUME ABOVE THE SEDIMENT STORAGE. THIS POND WILL PROVIDE 1' OF FREEBOARD ABOVE THE SETTLING VOLUME. PLEASE SEE CWS DRAWING NO. 935 FOR MORE INFORMATION.
- FOR CONSTRUCTION ACTIVITY INVOLVING THE USE OF ENGINEERED SOILS (SOIL AMENDMENTS INCLUDING, BUT NOT LIMITED TO PORTLAND CEMENT-TREATED BASE (CTB), CEMENT KILN DUST (CKD), OR FLY ASH), THE CONTRACTOR MUST INSTALL AN ENGINEERED SEDIMENT BASIN OR SIMILAR IMPOUNDMENT IN ACCORDANCE WITH SECTION 2.2.17 (E.G. TRAP, POND) TO TREAT HIGH PH RUNOFF (I.E. ABOVE 8.5 STANDARD UNITS) BEFORE DISCHARGE. THE CONTRACTOR IS REQUIRED TO DETERMINE THE ACCEPTABLE PH WATER QUALITY CRITERIA RANGE OF SITE DISCHARGE BASED ON CRITERIA OF THE RECEIVING WATERBODY ACCORDING TO OAR 340-041-0021. IF NECESSARY THE CONTRACTOR MUST ADJUST OR NEUTRALIZE THE HIGH PH WATER UNTIL IT IS IN THE RANGE OF PH STANDARD UNITS (SU) USING AN APPROPRIATE TREATMENT BMP SUCH AS CARBON DIOXIDE (CO2) SPARGING OR DRY ICE.
- THE PERMITTEE MUST OBTAIN WRITTEN APPROVAL FROM DEQ OR AGENT BEFORE USING ANY FORM OF CHEMICAL TREATMENT OTHER THAN CO2 SPARGING OR DRY ICE (SEE SECTION 1.2.9). SEE SECTION 6.6.1 FOR PH SAMPLING REQUIREMENTS.
- BASIN MUST BE MAINTAINED PRIOR TO MAJOR RAINSTORM TO ENSURE CAPACITY FOR FLOWS.
- ACCUMULATED SEDIMENT MUST BE REMOVED WHEN ONE-THIRD OF THE BASIN'S CAPACITY IS FILLED. REMOVED SEDIMENT MUST BE DISPOSED OF PROPERLY.



**ESC PLAN LEGEND**

- ☒ INLET PROTECTION PER CWS DETAILS
- SEDIMENT FENCE
- ORANGE CONSTRUCTION FENCING
- ▨ GRAVEL CONSTRUCTION ENTRANCE
- ➔ PRE-DEV. DRAINAGE FLOW ARROW
- ➔ POST-DEV. DRAINAGE FLOW ARROW
- LIMIT OF DISTURBED AREA



CONTRACTOR WILL PHASE WORK STARTING FROM EAST AND WORKING TOWARDS THE WEST TO MINIMIZE DISTURBED AREA (AS MUCH AS POSSIBLE) AT ANY ONE GIVEN TIME.

PROJECT NAME  
**SHERWOOD COMMERCE CENTER MASS GRADING**

SW OREGON STREET  
SHERWOOD, OREGON

REVISIONS

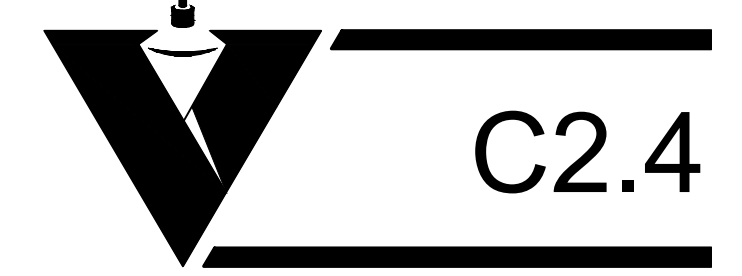
DATE	DESCRIPTION

05/09/22

REGISTERED PROFESSIONAL ENGINEER  
BRIAN M. DUBAL  
EXPIRES: 12/31/2023

DATE MAY 2022	PROJ. NO. 20210190
SCALE AS NOTED	CHECKED JAB
DRAWN JWS	

ESCP - NORTH



# C2.4

**PLAN NOTES:**

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- APPLY STRAW AND MULCH AT A RATE OF AT LEAST 1½ - 2 TONS PER ACRE, UNTIL THE SOIL SURFACE IS NOT VISIBLE THROUGH THE MULCH. MULCH MAY NEED TO BE HELD IN PLACE BY SPRAYED-ON TACKIFIERS OR NETTING.
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**VEGETATED BUFFER AREAS (VBA)**

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**SAWCUTTING**

ALL SAWCUTTING ACTIVITIES SHALL BE SWEEPED OR VACUUMED. SAWCUTTING DISCHARGES SHALL NOT BE ALLOWED TO ENTER THE UNDERGROUND STORM WATER SYSTEM OR SURFACE INFILTRATION FACILITIES.

**STRIPPINGS STOCKPILE**

EARLY AND FREQUENT WATERING OF STRIPPINGS STOCKPILES WILL ENCOURAGE GROWTH AND REDUCE THE NEED TO COVER WITH PLASTIC OR OTHER STABILIZATION BMP'S.

**GENERAL**

THE PROJECT FOREMAN AND ON-SITE CESCL SHOULD COORDINATE TO MINIMIZE EXPOSURE AND RISK OF SEDIMENT RELEASES OFF SITE. THE CESCL IS ENCOURAGED TO REVISE THE ESC PLAN AND SUBMIT AN ACTION PLAN AS NECESSARY TO IMPROVE THE ENGINEER'S DESIGN, BASED ON FIELD CONDITIONS. FOR EXAMPLE, MOVING THE CONSTRUCTION ENTRANCE TO MINIMIZE ONSITE TRAVEL ROUTES AND REDUCE MUD PICK-UP.

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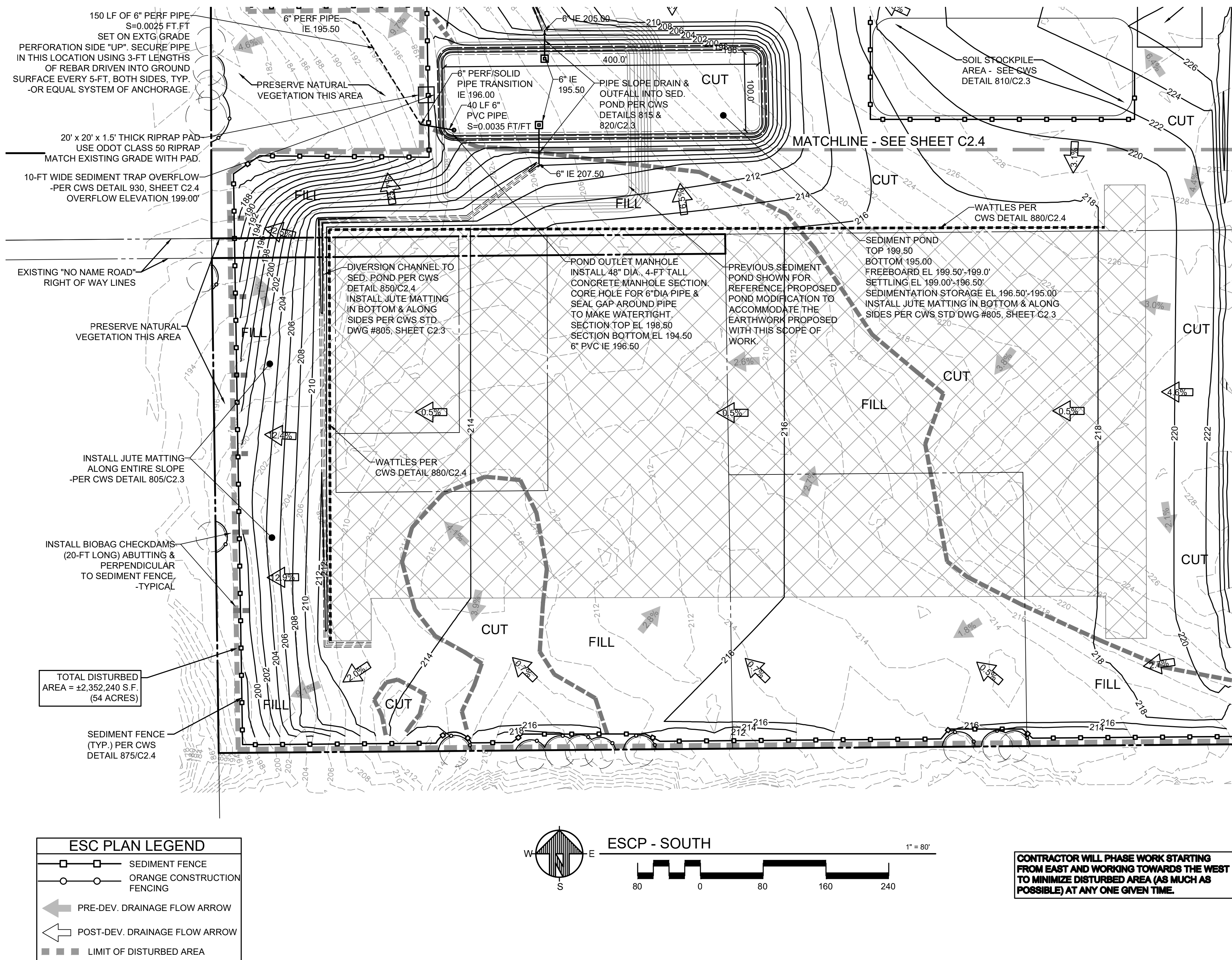
1. ALL BASE ESC MEASURES (INLET PROTECTION, PERIMETER SEDIMENT CONTROL, GRAVEL CONSTRUCTION ENTRANCES, ETC.) MUST BE IN PLACE, FUNCTIONAL, AND APPROVED IN AN INITIAL INSPECTION, PRIOR TO COMMENCEMENT OF CONSTRUCTION ACTIVITIES.
2. ALL "SEDIMENT BARRIERS (TO BE INSTALLED AFTER GRADING)" SHALL BE INSTALLED IMMEDIATELY FOLLOWING ESTABLISHMENT OF FINISHED GRADE AS SHOWN ON THESE PLANS.
3. LONG TERM SLOPE STABILIZATION MEASURES "INCLUDING MATTING" SHALL BE IN PLACE OVER ALL EXPOSED SOILS BY OCTOBER 1.
4. THE STORM WATER FACILITY SHALL BE CONSTRUCTED AND LANDSCAPED PRIOR TO MASS GRADING.
5. INLET PROTECTION SHALL BE IN-PLACE IMMEDIATELY FOLLOWING PAVING ACTIVITIES.

**GRADING, EROSION AND SEDIMENT CONSTRUCTION NOTES:**

1. SEED USED FOR TEMPORARY OR PERMANENT SEEDING SHALL BE COMPOSED OF ONE OF THE FOLLOWING MIXTURES, UNLESS OTHERWISE AUTHORIZED:
  - A. DWARF GRASS MIX (MIN. 100 LB./AC.)
    1. DWARF PERENNIAL RYEGRASS (80% BY WEIGHT)
    2. CREEPING RED FESCUE (20% BY WEIGHT)
  - B. STANDARD HEIGHT GRASS MIX (MIN. 100LB./AC.)
    1. ANNUAL RYEGRASS (40% BY WEIGHT)
    2. TURF-TYPE FESCUE (60% BY WEIGHT)
2. SLOPE TO RECEIVE TEMPORARY OR PERMANENT SEEDING SHALL HAVE THE SURFACE ROUGHENED BY MEANS OF TRACK-WALKING OR THE USE OF OTHER APPROVED IMPLEMENTS. SURFACE ROUGHENING IMPROVES SEED BEDDING AND REDUCES RUN-OFF VELOCITY.
3. LONG TERM SLOPE STABILIZATION MEASURES SHALL INCLUDE THE ESTABLISHMENT OF PERMANENT VEGETATIVE COVER VIA SEEDING WITH APPROVED MIX AND APPLICATION RATE.
4. TEMPORARY SLOPE STABILIZATION MEASURES SHALL INCLUDE: COVERING EXPOSED SOIL WITH PLASTIC SHEETING, STRAW MULCHING, WOOD CHIPS, OR OTHER APPROVED MEASURES.
5. STOCKPILED SOIL OR STRIPPINGS SHALL BE PLACED IN A STABLE LOCATION AND CONFIGURATION. DURING "WET WEATHER" PERIODS, STOCKPILES SHALL BE COVERED WITH PLASTIC SHEETING OR STRAW MULCH. SEDIMENT FENCE IS REQUIRED AROUND THE PERIMETER OF THE STOCKPILE.
6. EXPOSED CUT OR FILL AREAS SHALL BE STABILIZED THROUGH THE USE OF TEMPORARY SEEDING AND MULCHING. EROSION CONTROL BLANKETS OR MATS, MID-SLOPE SEDIMENT FENCES OR WATTLES, OR OTHER APPROPRIATE MEASURES. SLOPES EXCEEDING 25% MAY REQUIRE ADDITIONAL EROSION CONTROL MEASURES.
7. AREAS SUBJECT TO WIND EROSION SHALL USE APPROPRIATE DUST CONTROL MEASURES INCLUDING THE APPLICATION OF A FINE SPRAY OF WATER, PLASTIC SHEETING, STRAW MULCHING, OR OTHER APPROVED MEASURES.
8. CONSTRUCTION ENTRANCES SHALL BE INSTALLED AT THE BEGINNING OF CONSTRUCTION AND MAINTAINED FOR THE DURATION OF THE PROJECT. ADDITIONAL MEASURES INCLUDING, BUT NOT LIMITED TO, TIRE WASHES, STREET SWEEPING, AND VACUUMING MAY BE REQUIRED TO INSURE THAT ALL PAVED AREAS ARE KEPT CLEAN FOR THE DURATION OF THE PROJECT.
9. ACTIVE INLETS TO STORM WATER SYSTEMS SHALL BE PROTECTED THROUGH THE USE OF APPROVED INLET PROTECTION MEASURES. ALL INLET PROTECTION MEASURES ARE TO BE REGULARLY INSPECTED AND MAINTAINED AS NEEDED.
10. SATURATED MATERIALS THAT ARE HAULED OFF-SITE MUST BE TRANSPORTED IN WATER-TIGHT TRUCKS TO ELIMINATE SPILLAGE OF SEDIMENT AND SEDIMENT-LADEN WATER.
11. USE BMP'S SUCH AS CHECK-DAMS, BERMS, AND INLET PROTECTION TO PREVENT RUN-OFF FROM REACHING DISCHARGE POINTS.

**ENGINEERED SEDIMENT BASIN NOTES:**

1. STORMWATER NARRATIVE: SEDIMENT BASIN SIZING  
 THE PROPOSED SEDIMENT BASIN HAS BEEN SIZED TO STORE THE ENTIRE VOLUME OF THE PREDEVELOPED 2-YEAR, 24-HOUR STORM EVENT (2.5") FROM THE PROPOSED DISTURBED AREA. CALCULATIONS HAVE BEEN COMPLETED USING THE SANTA BARBARA URBAN HYDROGRAPH WITH TYPE IA STORM. THE TOTAL SETTLING VOLUME REQUIRED FOR THE SEDIMENT POND WAS FOUND TO BE 104,000 CF. THE PROPOSED POND INCLUDES APPROXIMATELY 18' OF SEDIMENT STORAGE DEPTH, WITH APPROXIMATELY 30' OF STORMWATER SETTLING STORAGE VOLUME ABOVE THE SEDIMENT STORAGE. THIS POND WILL PROVIDE 1' OF FREEBOARD ABOVE THE SETTLING VOLUME. PLEASE SEE CWS DRAWING NO. 935 FOR MORE INFORMATION.
2. FOR CONSTRUCTION ACTIVITY INVOLVING THE USE OF ENGINEERED SOILS (SOIL AMENDMENTS INCLUDING, BUT NOT LIMITED TO PORTLAND CEMENT-TREATED BASE (CTB), CEMENT KILN DUST (CKD), OR FLY ASH), THE CONTRACTOR MUST INSTALL AN ENGINEERED SEDIMENT BASIN OR SIMILAR IMPOUNDMENT IN ACCORDANCE WITH SECTION 2.2.17 (E.G. TRAP, POND) TO TREAT HIGH PH RUNOFF (I.E. ABOVE 8.5 STANDARD UNITS) BEFORE DISCHARGE. THE CONTRACTOR IS REQUIRED TO DETERMINE THE ACCEPTABLE PH WATER QUALITY CRITERIA RANGE OF SITE DISCHARGE BASED ON CRITERIA OF THE RECEIVING WATERBODY ACCORDING TO OAR 340-041-0021. IF NECESSARY THE CONTRACTOR MUST ADJUST OR NEUTRALIZE THE HIGH PH WATER UNTIL IT IS IN THE RANGE OF PH STANDARD UNITS (SU) USING AN APPROPRIATE TREATMENT BMP SUCH AS CARBON DIOXIDE (CO2) SPARGING OR DRY ICE.
3. THE PERMITTEE MUST OBTAIN WRITTEN APPROVAL FROM DEQ OR AGENT BEFORE USING ANY FORM OF CHEMICAL TREATMENT OTHER THAN CO2 SPARGING OR DRY ICE (SEE SECTION 1.2.9). SEE SECTION 6.6.1 FOR PH SAMPLING REQUIREMENTS.
4. BASIN MUST BE MAINTAINED PRIOR TO MAJOR RAINSTORM TO ENSURE CAPACITY FOR FLOWS.
5. ACCUMULATED SEDIMENT MUST BE REMOVED WHEN ONE-THIRD OF THE BASIN'S CAPACITY IS FILLED. REMOVED SEDIMENT MUST BE DISPOSED OF PROPERLY.



PROJECT NAME  
**SHERWOOD COMMERCE CENTER MASS GRADING**  
 SW OREGON STREET SHERWOOD, OREGON

REVISIONS

DATE	DESCRIPTION

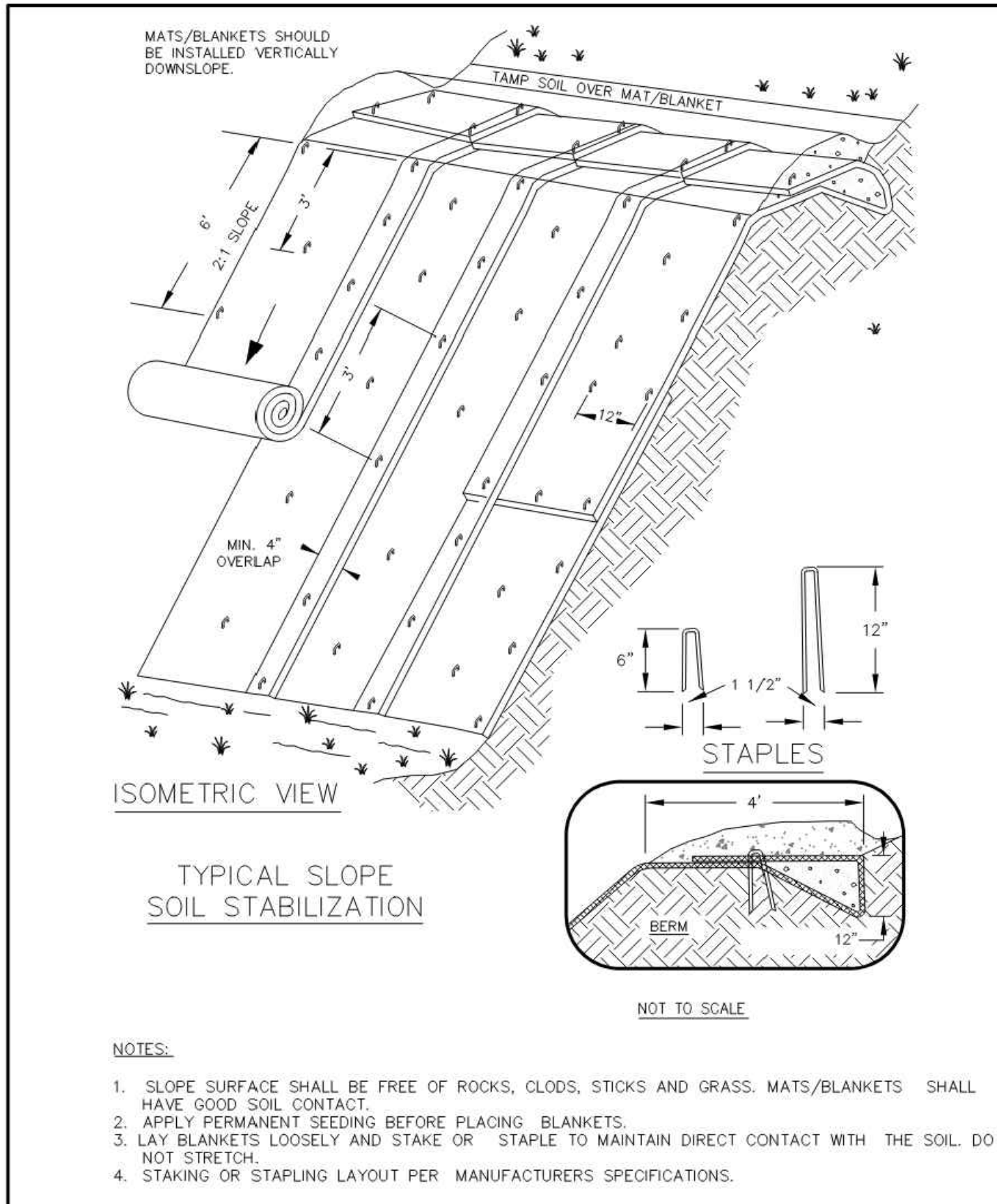
05/09/22  
 REGISTERED PROFESSIONAL ENGINEER  
 B. M. DUBAL  
 P.E. No. 13758  
 OREGON  
 EXPIRES: 12/31/2023

DATE MAY 2022	PROJ. NO. 20210190
SCALE AS NOTED	CHECKED JAB
DRAWN JWS	CHECKED JAB

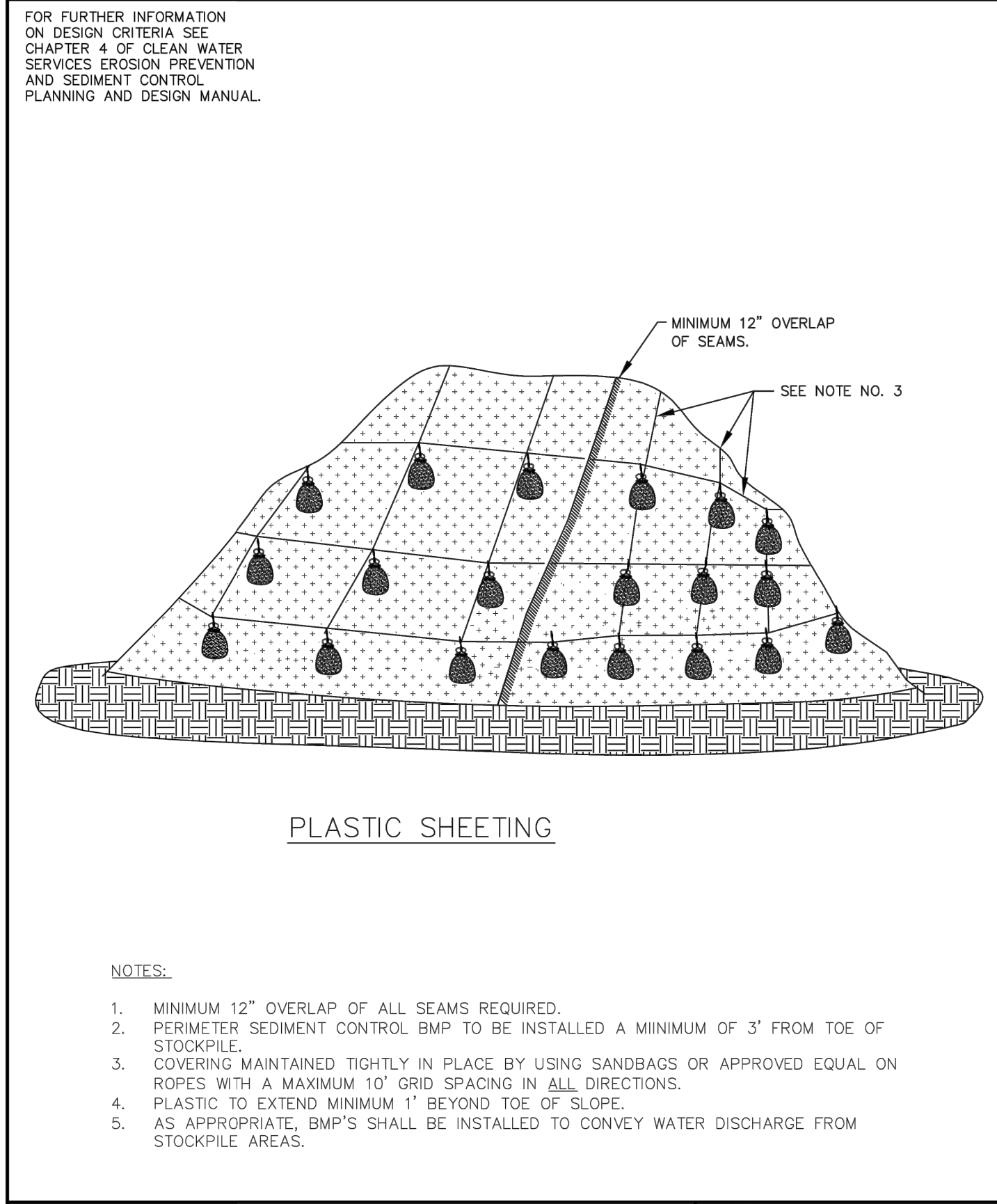
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**C2.5**

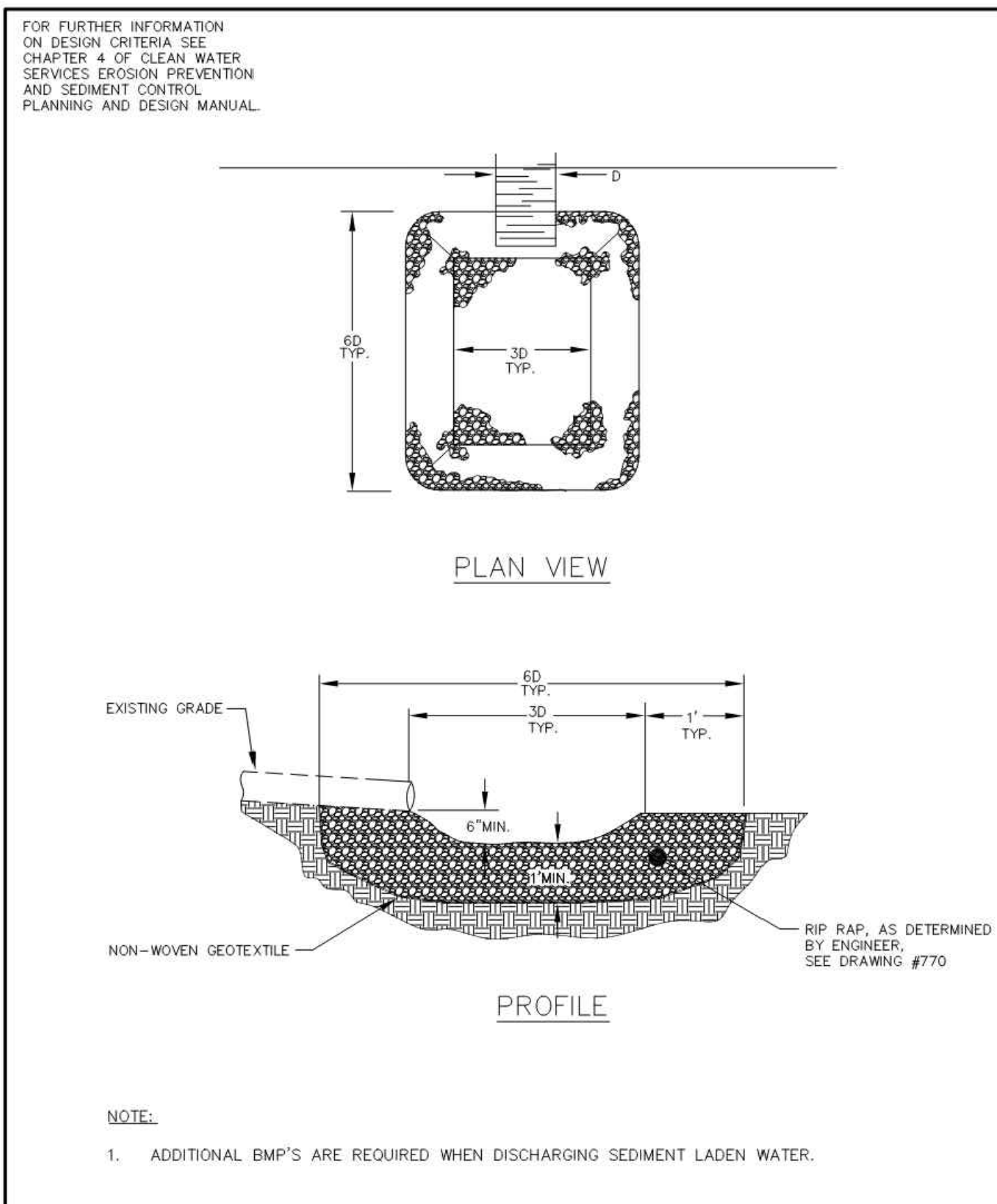
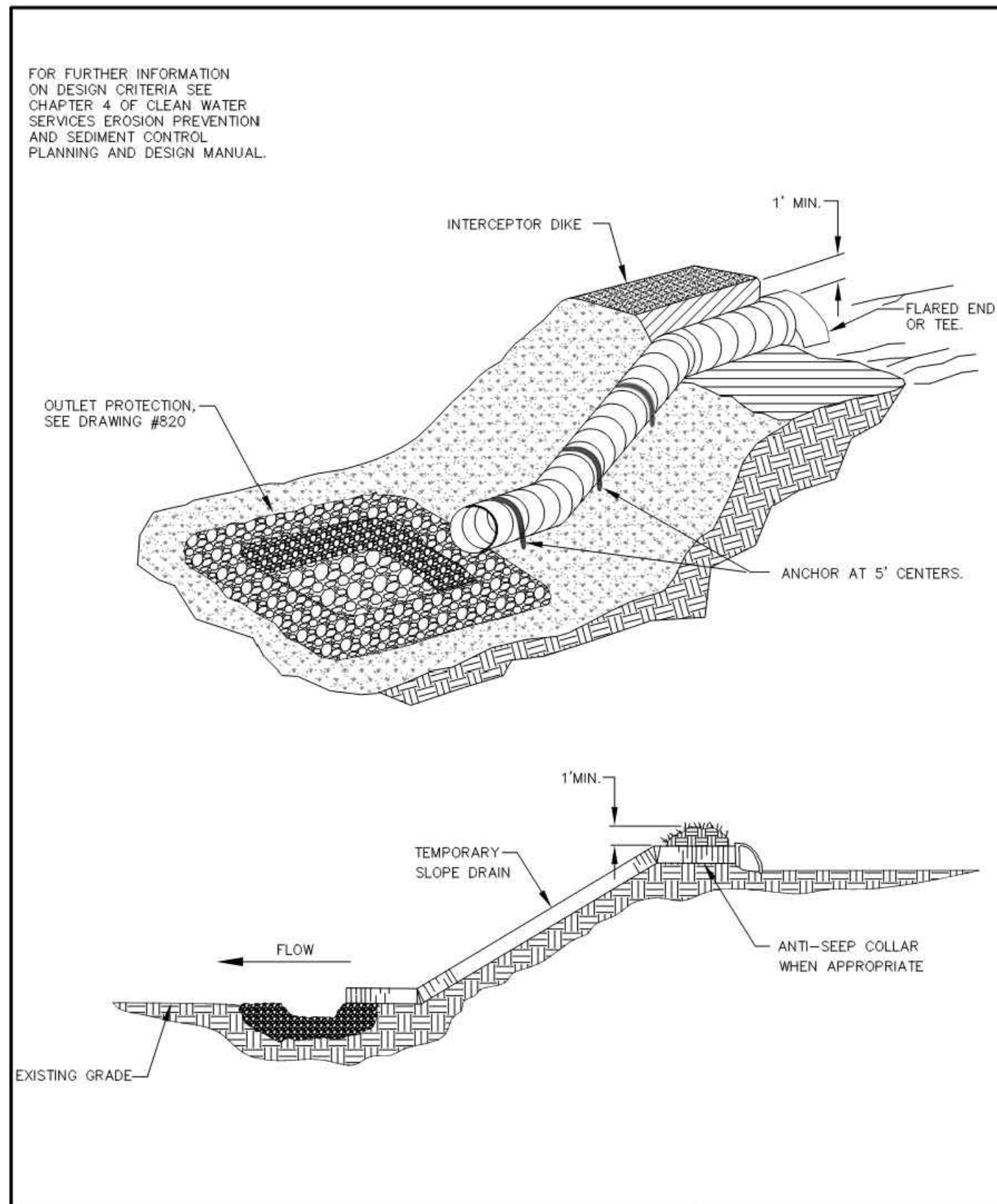
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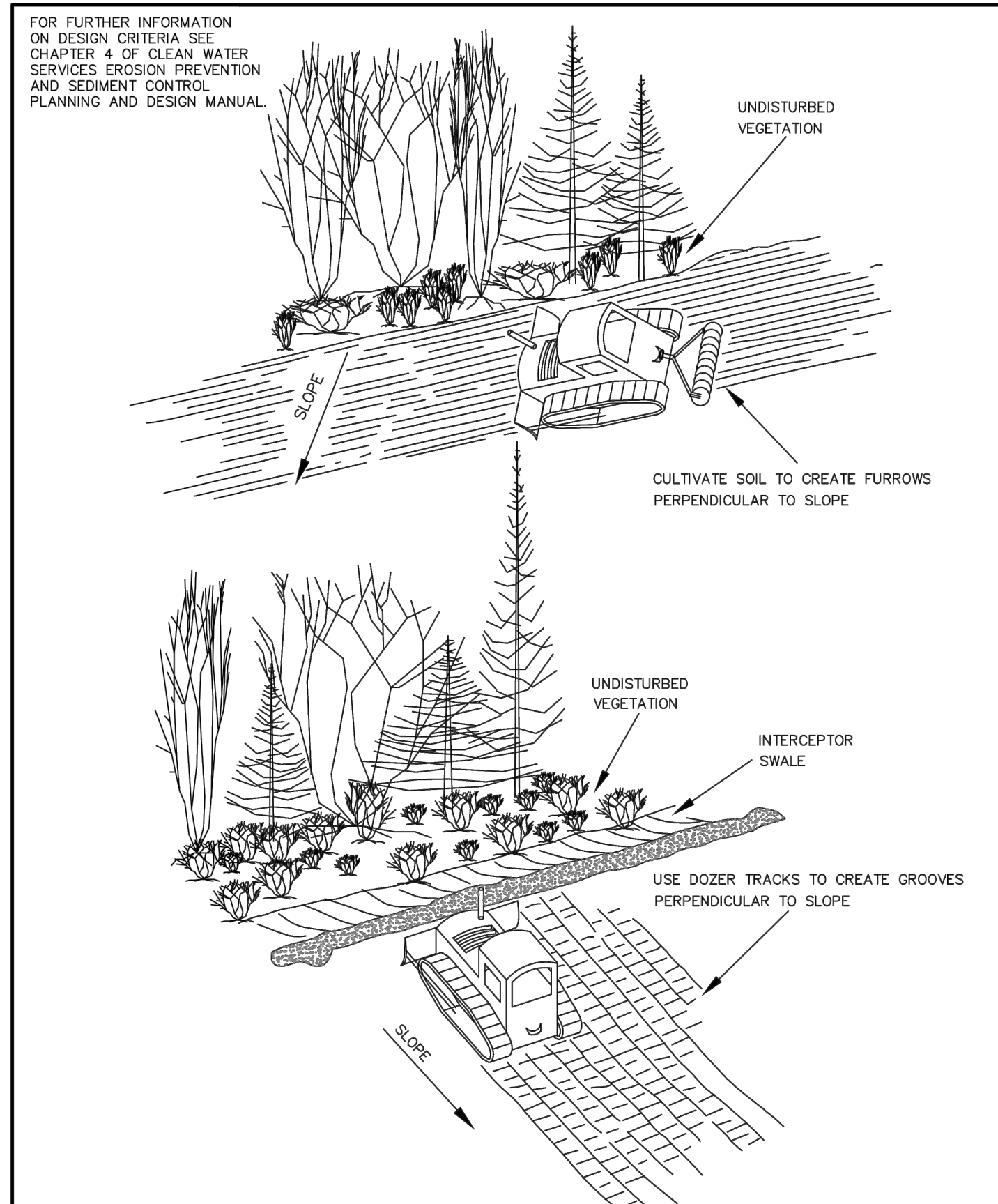
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 DRAWING NO. 805 REVISED 12-16  
 CleanWater Services



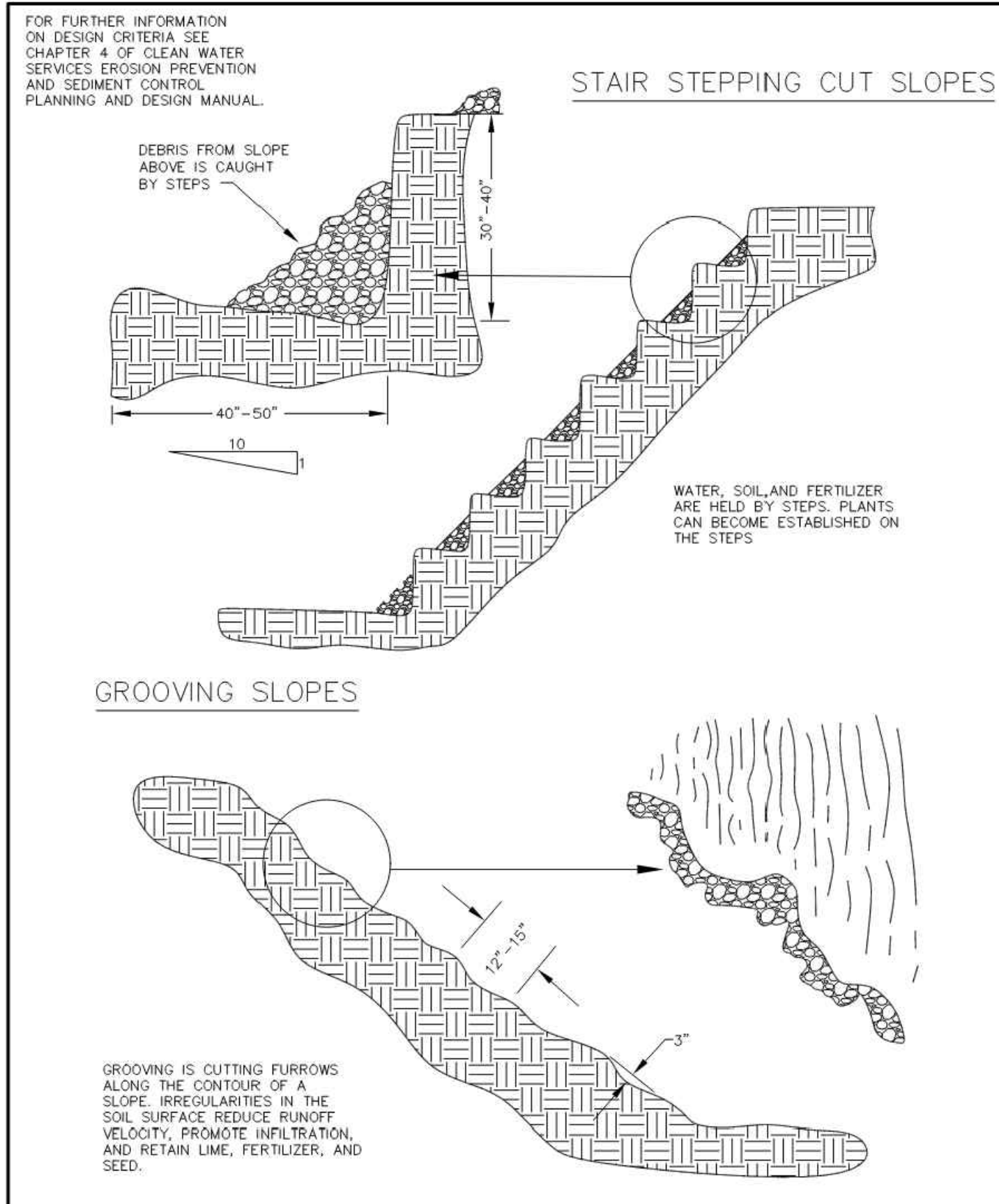
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 DRAWING NO. 810 REVISED 10-31-19  
 CleanWater Services



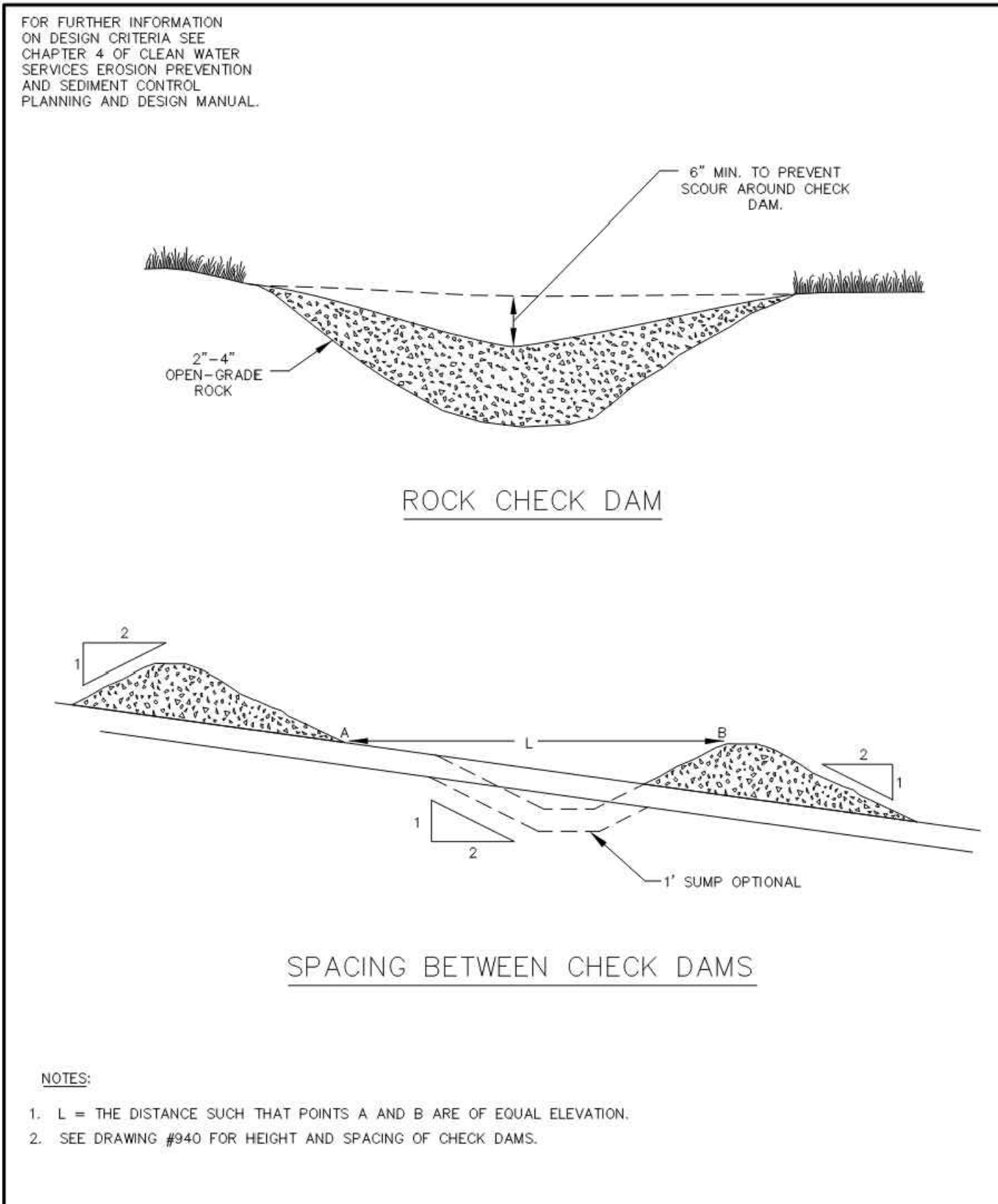
**OUTLET PROTECTION RIP RAP**  
 DRAWING NO. 820 REVISED 10-31-19  
 CleanWater Services



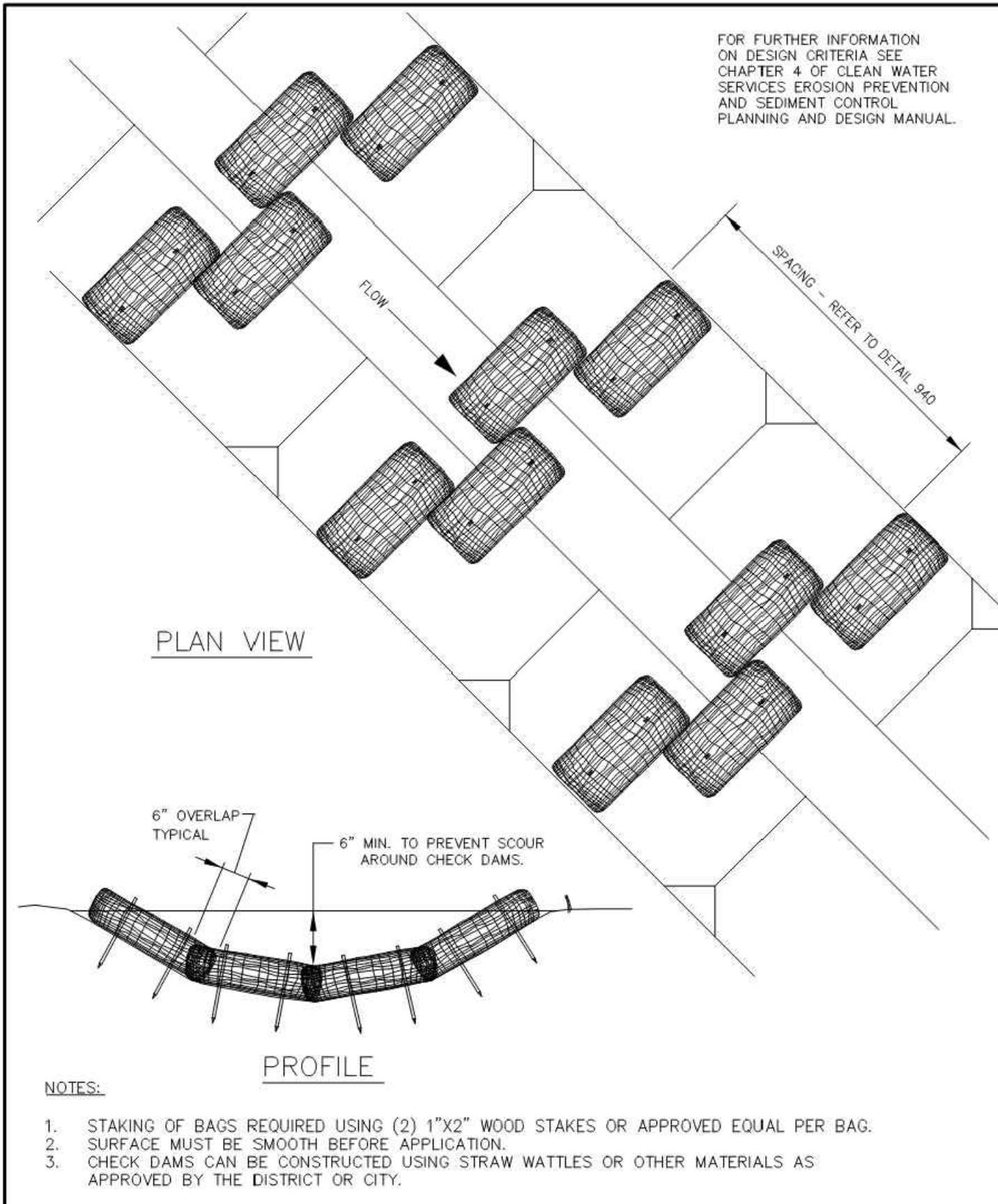
**SURFACE ROUGHENING CAT TRACKING**  
 DRAWING NO. 830 REVISED 10-31-19  
 CleanWater Services



**SURFACE ROUGHENING STAIR STEPPING/GROOVING SLOPES**  
 DRAWING NO. 835 REVISED 12-16  
 CleanWater Services



**CHECK DAM ROCK**  
 DRAWING NO. 840 REVISED 10-31-19  
 CleanWater Services



**CHECK DAM BIO-FILTER BAG**  
 DRAWING NO. 845 REVISED 10-31-19  
 CleanWater Services

PROJECT NAME  
**SHERWOOD COMMERCE CENTER MASS GRADING**

SW OREGON STREET SHERWOOD, OREGON

REVISIONS

NO.	DATE	DESCRIPTION

05/09/22  
 REGISTERED PROFESSIONAL ENGINEER  
 5139-PE  
 B. M. DUBAL  
 B. M. DUBAL  
 EXPIRES: 12/31/2023

DATE	SCALE	PROJ. NO.
MAY 2022	AS NOTED	20210190
DRAWN	CHECKED	

ESC DETAILS





PROJECT NAME

**SHERWOOD  
COMMERCE  
CENTER  
MASS GRADING**

SW OREGON STREET  
SHERWOOD, OREGON

REVISIONS

△	DATE	DESCRIPTION



DATE	MAY 2022
SCALE	AS NOTED
DRAWN	CHECKED
PROJ. NO.	20210190

**ESC DETAILS**

**GENERAL EROSION CONTROL NOTES:**

1. COMPLY WITH ALL APPLICABLE PROVISIONS IN CHAPTER 6 OF THE DESIGN AND CONSTRUCTION STANDARDS (CURRENT); R&O 19-5 AS AMENDED BY R&O 19-22, ADOPTED NOVEMBER 12, 2019.
2. ALL PUMPING OF SEDIMENT LADEN WATER SHALL BE DISCHARGED OVER AN UNDISTURBED, PREFERABLY VEGETATED AREA, AND THROUGH A SEDIMENT CONTROL BMP LIKE A FILTER BAG.
3. ALL EXPOSED SOILS MUST BE COVERED DURING WET WEATHER PERIOD, OCTOBER 1 - MAY 31.
4. HOLD A PRECONSTRUCTION MEETING WITH PROJECT CONSTRUCTION PERSONAL THAT INCLUDES THE INSPECTOR TO DISCUSS EROSION AND SEDIMENT CONTROL MEASURES AND CONSTRUCTION LIMITS.

**PRE-CONSTRUCTION, CLEARING, AND DEMOLITION NOTES:**

1. SEDIMENT BARRIERS APPROVED FOR USE INCLUDE SEDIMENT FENCE, BERMS CONSTRUCTED OUT OF MULCH, CHIPPINGS, STRAW WATTLES OR OTHER APPROVED MATERIALS.
2. ALL BASE ESC MEASURES (INLET PROTECTION, PERIMETER SEDIMENT CONTROL, GRAVEL CONSTRUCTION ENTRANCES, ETC.) MUST BE IN PLACE, FUNCTIONAL AND APPROVED IN AN INITIAL INSPECTION PRIOR TO COMMENCEMENT OF CONSTRUCTION ACTIVITIES.
3. RUN-ON AND RUN-OFF SHALL BE IN PLACE AND FUNCTIONING PRIOR TO BEGINNING SUBSTANTIAL CONSTRUCTION ACTIVITIES. RUN-ON AND RUN-OFF CONTROL MEASURES INCLUDE: SLOPE DRAINS (WITH OUTLET PROTECTION), CHECK DAMS, SURFACE ROUGHENING, AND BANK STABILIZATION.

**GRADING, STREET AND UTILITY EROSION AND SEDIMENT CONSTRUCTION NOTES:**

1. IF VEGETATED SEED MIXES ARE SPECIFIED, SEEDING MUST TAKE PLACE NO LATER THAN SEPTEMBER 1ST. VEGETATED CORRIDOR AREAS REQUIRE NATIVE SEED MIXES, SEE RESTORATION PLAN FOR APPROPRIATE SEED MIX IN THOSE AREAS. SEED USED FOR TEMPORARY OR PERMANENT SEEDING OUTSIDE VEGETATED CORRIDORS SHALL BE COMPOSED OF ONE OF THE FOLLOWING MIXTURES, UNLESS OTHERWISE AUTHORIZED:
 

A. DWARF GRASS MIX (MIN. 100 LB./AC.)	B. STANDARD HEIGHT GRASS MIX (MIN. 100LB./AC)
1. DWARF PERENNIAL RYEGRASS (80% BY WEIGHT)	1. ANNUAL RYEGRASS (40% BY WEIGHT)
2. CREEPING RED FESCUE (20% BY WEIGHT)	2. TURF-TYPE FESCUE (60% BY WEIGHT)
2. SLOPE TO RECEIVE TEMPORARY OR PERMANENT SEEDING HAVE THE SURFACE ROUGHENED BY MEANS OF TRACK-WALKING OR THE USE OF OTHER APPROVED IMPLEMENTS. SURFACE ROUGHENING IMPROVES SEED BEDDING AND REDUCES RUN-OFF VELOCITY.
3. LONG TERM SLOPE STABILIZATION MEASURES SHALL INCLUDE THE ESTABLISHMENT OF PERMANENT VEGETATIVE COVER VIA SEEDING WITH APPROVED MIX AND APPLICATION RATE.
4. TEMPORARY SLOPE STABILIZATION MEASURES SHALL INCLUDE: COVERING EXPOSED SOIL WITH PLASTIC SHEETING, STRAW MULCHING, WOOD CHIPS, OR OTHER APPROVED MEASURES.
5. STOCKPILED SOIL OR STRIPPINGS SHALL BE PLACED IN A STABLE LOCATION AND CONFIGURATION. DURING "WET WEATHER" PERIODS, STOCKPILES SHALL BE COVERED WITH PLASTIC SHEETING OR STRAW MULCH. SEDIMENT FENCE IS REQUIRED AROUND THE PERIMETER OF THE STOCKPILE.
6. EXPOSED CUT OR FILL AREAS SHALL BE STABILIZED THROUGH THE USE OF TEMPORARY SEEDING AND MULCHING. EROSION CONTROL BLANKETS OR MATS, MID-SLOPE SEDIMENT FENCES OR WATTLES, OR OTHER APPROPRIATE MEASURES. SLOPES EXCEEDING 25% MAY REQUIRE ADDITIONAL EROSION CONTROL MEASURES.
7. AREAS SUBJECT TO WIND EROSION SHALL USE APPROPRIATE DUST CONTROL MEASURES INCLUDING THE APPLICATION OF A FINE SPRAY OF WATER, PLASTIC SHEETING, STRAW MULCHING, OR OTHER APPROVED MEASURES.
8. CONSTRUCTION ENTRANCES SHALL BE INSTALLED AT THE BEGINNING OF CONSTRUCTION AND MAINTAINED FOR THE DURATION OF THE PROJECT. ADDITIONAL MEASURES INCLUDING, BUT NOT LIMITED TO, TIRE WASHES, STREET SWEEPING, AND VACUUMING MAY BE REQUIRED TO ENSURE THAT ALL PAVED AREAS ARE KEPT CLEAN FOR THE DURATION OF THE PROJECT.
9. USE BMPs SUCH AS CHECK-DAMS, BERMS, AND INLET PROTECTION TO PREVENT RUN-OFF FROM REACHING DISCHARGE POINTS.
10. COVER CATCH BASINS, MANHOLES AND OTHER DISCHARGE POINTS WHEN APPLYING SEAL COAT, TACT COAT ETC. TO PREVENT PRODUCTS FROM ENTERING THE STORM SYSTEM.

**EROSION AND SEDIMENT CONTROL BMP IMPLEMENTATION:**

1. ALL SEDIMENT BARRIERS TO BE INSTALLED AFTER GRADING SHALL BE INSTALLED IMMEDIATELY FOLLOWING ESTABLISHMENT OF FINISHED GRADE AS SHOWN ON THESE PLANS.
2. LONG TERM SLOPE STABILIZATION MEASURES "INCLUDING MATTING" SHALL BE IN PLACE OVER ALL EXPOSED SOILS BY OCTOBER 1.
3. THE STORM WATER FACILITY SHALL BE CONSTRUCTED AND LANDSCAPED PRIOR TO THE STORM WATER SYSTEM FUNCTIONING AND SITE PAVING.
4. INLET PROTECTION SHALL BE IN-PLACE IMMEDIATELY FOLLOWING PAVING ACTIVITIES.

**STANDARD EROSION CONTROL  
NOTES FOR SITES 1 ACRE AND  
GREATER**

DRAWING NO. 946 REVISED 6-30-21



## APPENDIX E – DEED AND OWNERSHIP INFORMATION



1433 SW 6th Avenue  
Portland, OR 97201  
Phone: (503)646-4444 / Fax: (503)219-9984

Harsch Investment Properties, LLC  
Attn: Wes Raborn  
1121 SW Salmon St, Fifth Floor  
Portland, OR 97205

**Date:** September 13, 2020  
**Order No.:** 36262004449-MD  
**Property:** 2S13300-00200 and 2S13300-00201  
Sherwood, OR 97140

Sherwood Commerce Center, LLC, an Oregon limited liability company

Thank you for choosing Ticor Title Company of Oregon to provide your title insurance. Attached, please find the following:

Owners Policy

Thank you for allowing us the opportunity to provide for your title and escrow needs. Please let us know if there is anything more we can do.

Should you have any questions, please do not hesitate to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "Mark Davison", with a long horizontal flourish extending to the right.

Mark Davison  
Title Officer  
Mark.Davison@titlegroup.fntg.com

**OWNER'S POLICY OF TITLE INSURANCE**

Issued By:



**CHICAGO TITLE  
INSURANCE COMPANY**

Policy Number:

**36262004449**

**Any notice of claim and any other notice or statement in writing required to be given to the Company under this Policy must be given to the Company at the address shown in Section 18 of the Conditions.**

**COVERED RISKS**

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, CHICAGO TITLE INSURANCE COMPANY, a Florida corporation (the "Company") insures, as of Date of Policy and, to the extent stated in Covered Risks 9 and 10, after Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from
  - (a) A defect in the Title caused by
    - (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
    - (ii) failure of any person or Entity to have authorized a transfer or conveyance;
    - (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
    - (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
    - (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
    - (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
    - (vii) a defective judicial or administrative proceeding.
  - (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
  - (c) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
3. Unmarketable Title.
4. No right of access to and from the Land.
5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - (a) the occupancy, use, or enjoyment of the Land;
  - (b) the character, dimensions, or location of any improvement erected on the Land;
  - (c) the subdivision of land; or
  - (d) environmental protection

if a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.

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- 6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.
- 7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
- 8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.
- 9. Title being vested other than as stated in Schedule A or being defective
  - (a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or
  - (b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records
    - (i) to be timely, or
    - (ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
- 10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.


The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this Policy, but only to the extent provided in the Conditions.


IN WITNESS WHEREOF, CHICAGO TITLE INSURANCE COMPANY has caused this policy to be signed and sealed by its duly authorized officers.

Issuing Office or Agent:  
**Ticor Title Company of Oregon**  
1433 SW 6th Avenue  
Portland, OR 97201  
(503)646-4444 FAX (503)219-9984

**Chicago Title Insurance Company**



By:   
\_\_\_\_\_  
President

Attest:   
\_\_\_\_\_  
Secretary

Countersigned By:  
  
\_\_\_\_\_  
Authorized Officer or Agent

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**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 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.

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**SCHEDULE A**

Name and Address of Title Insurance Company: Chicago Title Insurance Company  
c/o Mark Davison  
Ticor Title Company of Oregon  
1433 SW 6th Avenue  
Portland, OR 97201

Address Reference: 2S13300-00200 and 2S13300-00201, Sherwood, OR 97140

Date of Policy	Amount of Insurance	Premium
September 10, 2020 at 12:39 PM	\$1,647,660.00	\$3,072.00

## 1. Name of Insured:

Sherwood Commerce Center, LLC, an Oregon limited liability company

## 2. The estate or interest in the Land that is insured by this policy is:

A Fee

## 3. Title is vested in:

Sherwood Commerce Center, LLC, an Oregon limited liability company

## 4. The Land referred to in this policy is described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

**THIS POLICY VALID ONLY IF SCHEDULE B IS ATTACHED**

**END OF SCHEDULE A**

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## SCHEDULE B EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees or expenses that arise by reason of:

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. Any 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 which may be asserted by persons in possession thereof.
3. Easements, or claims thereof, which are 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, encumbrance, violation, variation or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
5. Any lien, or right to a lien, for services, labor, material or equipment rental, or for contributions due to the State of Oregon for unemployment compensation or worker's compensation, heretofore or hereafter furnished, imposed by law and not shown by the Public Records.

### SPECIFIC ITEMS AND EXCEPTIONS:

6. Property taxes in an undetermined amount, which are a lien but not yet payable, including any assessments collected with taxes to be levied for the fiscal year 2020-2021.
7. The Land has been classified as Forestland, as disclosed by the tax roll. If the Land becomes disqualified, said Land may be subject to additional taxes and/or penalties.
8. Rights of the public, riparian owners and governmental bodies as to the use of the waters of unnamed creek and the natural flow thereof on and across that portion of the subject land lying below the high water line of said waterway.
9. Reservation, exception or other severance of minerals, contained in or disclosed by instrument,

In favor of: Oregon and California Railroad Company  
 Reservation of: See document for details  
 Recording Date: December 22, 1888  
 Recording No.: Book "Z", Page 311

The Company makes no representation as to the present ownership of this interest or its encumbrances.

**END OF SCHEDULE B**

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**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

PARCEL 1: The Northeast quarter of the Northeast quarter of the Northwest quarter of Section 33, Township 2 South, Range 1 West, of the Willamette Meridian, in the County of Washington and State of Oregon.

EXCEPTING THEREFROM that portion described in document recorded January 7, 1974 in Book 958, Page 754, described as follows:

Beginning at the Southwest corner of the Northeast quarter of the Northeast quarter of the Northwest quarter of Section 33, Township 2 South, Range 1 West of the Willamette Meridian, Washington County, Oregon; thence North along the West line of said Northeast quarter of the Northeast quarter of the Northwest quarter, 349 feet to a point; thence East and parallel to the South line of said Northeast quarter of the Northeast quarter of the Northwest quarter, 375 feet to a point; thence South and parallel with said West line, 349 feet to a point on the South line of said Northeast quarter of the Northeast quarter of the Northwest quarter; thence West along said South line 375 feet to the true point of beginning.

PARCEL 2: Beginning at the Southwest corner of the Northeast quarter of the Northeast quarter of the Northwest quarter of Section 33, Township 2 South, Range 1 West of the Willamette Meridian, Washington County, Oregon; thence North along the West line of said Northeast quarter of the Northeast quarter of the Northwest quarter, 349 feet to a point; thence East and parallel to the South line of said Northeast quarter of the Northeast quarter of the Northwest quarter, 375 feet to a point; thence South and parallel with said West line, 349 feet to a point on the South line of said Northeast quarter of the Northeast quarter of the Northwest quarter; thence West along said South line 375 feet to the true point of beginning.

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**CONDITIONS****1. DEFINITION OF TERMS**

The following terms when used in this policy mean:

- (a) "Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b), or decreased by Sections 10 and 11 of these Conditions.
- (b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.
- (c) "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.
- (d) "Insured": The Insured named in Schedule A.
  - (i) The term "Insured" also includes
    - (A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;
    - (B) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;
    - (C) successors to an Insured by its conversion to another kind of Entity;
    - (D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title
      - (1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured,
      - (2) if the grantee wholly owns the named Insured,
      - (3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity, or
      - (4) if the grantee is a trustee or beneficiary of a trust created by a written instrument established by the Insured named in Schedule A for estate planning purposes.
  - (ii) With regard to (A), (B), (C), and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured.
- (e) "Insured Claimant": An Insured claiming loss or damage.
- (f) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.
- (g) "Land": The land described in Schedule A, and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is insured by this policy.
- (h) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.
- (i) "Public Records": Records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.
- (j) "Title": The estate or interest described in Schedule A.
- (k) "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

**2. CONTINUATION OF INSURANCE**

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.

**3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT**

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) of these Conditions, (ii) in case Knowledge shall come to an Insured hereunder of any claim of title or interest that is adverse to the Title, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if the Title, as insured, is rejected as Unmarketable Title. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

**4. PROOF OF LOSS**

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

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**5. DEFENSE AND PROSECUTION OF ACTIONS**

- (a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action. It shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy.
- (b) The Company shall have the right, in addition to the options contained in Section 7 of these Conditions, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.
- (c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal from any adverse judgment or order.

**6. DUTY OF INSURED CLAIMANT TO COOPERATE**

- (a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligations to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.
- (b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

**7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY**

In case of a claim under this policy, the Company shall have the following additional options:

- (a) To Pay or Tender Payment of the Amount of Insurance.
- To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay.
- Upon the exercise by the Company of this option, all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in this subsection, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.
- (b) To Pay or Otherwise Settle With Parties Other Than the Insured or With the Insured Claimant.
- (i) to pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or
- (ii) to pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

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(continued)

**8. DETERMINATION AND EXTENT OF LIABILITY**

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.

- (a) The extent of liability of the Company for loss or damage under this policy shall not exceed the lesser of
  - (i) the Amount of Insurance; or
  - (ii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy.
- (b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title, as insured,
  - (i) the Amount of Insurance shall be increased by Ten percent (10%), and
  - (ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.
- (c) In addition to the extent of liability under (a) and (b), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

**9. LIMITATION OF LIABILITY**

- (a) If the Company establishes the Title, or removes the alleged defect, lien, or encumbrance, or cures the lack of a right of access to or from the Land, or cures the claim of Unmarketable Title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.
- (b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title, as insured.
- (c) The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

**10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY**

All payments under this policy, except payments made for costs, attorneys' fees, and expenses, shall reduce the Amount of Insurance by the amount of the payment.

**11. LIABILITY NONCUMULATIVE**

The Amount of Insurance shall be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after Date of Policy and which is a charge or lien on the Title, and the amount so paid shall be deemed a payment to the Insured under this policy.

**12. PAYMENT OF LOSS**

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within thirty (30) days.

**13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT**

- (a) Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies.

If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.

- (b) The Company's right of subrogation includes the rights of the Insured to indemnities, guaranties, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

**14. INTENTIONALLY DELETED****15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT**

- (a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.
- (b) Any claim of loss or damage that arises out of the status of the Title or by any action asserting such claim shall be restricted to this policy.
- (c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.
- (d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.

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(continued)

**16. SEVERABILITY**

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

**17. CHOICE OF LAW; FORUM**

(a) Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located.

Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.

(b) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

**18. NOTICES, WHERE SENT**

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at:

Chicago Title Insurance Company  
P.O. Box 45023  
Jacksonville, FL 32232-5023  
Attn: Claims Department

**END OF CONDITIONS**

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**ENDORSEMENT**

---

Issued By:



Attached to Policy Number:

**36262004449**

Date: September 10, 2020

Premium: \$50.00

The Company hereby assures the Insured

That said Land abuts upon a physically open street known as un-named dedicated road, being a right-of-way, gaining indirect access to/from SW Tonquin Road and the Company hereby insures said Assured against loss which said Assured shall sustain in the event said assurances herein shall prove to be incorrect.

The total liability of the Company under said policy and any endorsements therein shall not exceed, in the aggregate, the face amount of said policy and costs which the Company is obligated under the conditions and stipulations thereof to pay.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

Order Reference: Sherwood Commerce Center, LLC, an Oregon limited liability company

**Chicago Title Insurance Company**

Countersigned By:

A handwritten signature in cursive script that reads "Maggie Metcalf".

---

Authorized Officer or Agent

**ENDORSEMENT**

---

Issued By:

**CHICAGO TITLE  
INSURANCE COMPANY**

Attached to Policy Number:

**36262004449**

Date: September 10, 2020

Premium: \$100.00

The Company insures against loss or damage sustained by the Insured by reason of the failure of the Land as described in Schedule A to be the same as that identified as Legal Description (Title A) on the survey made by Michael A. Hoffmann, P.L.S. 57847 dated July 29, 2020, last revised August 4, 2020, and designated Job No. 20204285.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

Order Reference: Sherwood Commerce Center, LLC, an Oregon limited liability company

**Chicago Title Insurance Company**

Countersigned By:

A handwritten signature in cursive script that reads "Maggie Metcalf".

\_\_\_\_\_  
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1433 SW 6th Avenue  
Portland, OR 97201  
Phone: (503)646-4444 / Fax: (503)219-9984

Harsch Invesetment Properties  
1121 SW Salmon St, Fifth Floor  
Portland, OR 97205

**Date:** September 13, 2020  
**Order No.:** 36262004447-MD  
**Property:** 2S1330-000401  
Sherwood, OR 97140

Sherwood Commerce Center, LLC, an Oregon limited liability company

Thank you for choosing Ticor Title Company of Oregon to provide your title insurance. Attached, please find the following:

Owners Policy

Thank you for allowing us the opportunity to provide for your title and escrow needs. Please let us know if there is anything more we can do.

Should you have any questions, please do not hesitate to contact me.

Sincerely,

A handwritten signature in black ink that reads 'Mark Davison'. The signature is written in a cursive style with a long, horizontal flourish extending to the right.

Mark Davison  
Title Officer  
Mark.Davison@titlegroup.fntg.com

**OWNER'S POLICY OF TITLE INSURANCE**

Issued By:

Policy Number:

**36262004447**

**Any notice of claim and any other notice or statement in writing required to be given to the Company under this Policy must be given to the Company at the address shown in Section 18 of the Conditions.**

**COVERED RISKS**

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, CHICAGO TITLE INSURANCE COMPANY, a Florida corporation (the "Company") insures, as of Date of Policy and, to the extent stated in Covered Risks 9 and 10, after Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from
  - (a) A defect in the Title caused by
    - (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
    - (ii) failure of any person or Entity to have authorized a transfer or conveyance;
    - (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
    - (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
    - (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
    - (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
    - (vii) a defective judicial or administrative proceeding.
  - (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
  - (c) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
3. Unmarketable Title.
4. No right of access to and from the Land.
5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - (a) the occupancy, use, or enjoyment of the Land;
  - (b) the character, dimensions, or location of any improvement erected on the Land;
  - (c) the subdivision of land; or
  - (d) environmental protection
 if a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.

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- 6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.
- 7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
- 8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.
- 9. Title being vested other than as stated in Schedule A or being defective
  - (a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or
  - (b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records
    - (i) to be timely, or
    - (ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
- 10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.


The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this Policy, but only to the extent provided in the Conditions.

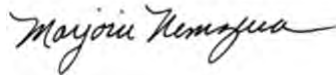
IN WITNESS WHEREOF, CHICAGO TITLE INSURANCE COMPANY has caused this policy to be signed and sealed by its duly authorized officers.

Issuing Office or Agent:  
**Ticor Title Company of Oregon**  
1433 SW 6th Avenue  
Portland, OR 97201  
(503)646-4444 FAX (503)219-9984

**Chicago Title Insurance Company**



By:   
\_\_\_\_\_  
President

Attest:   
\_\_\_\_\_  
Secretary

Countersigned By:  
  
\_\_\_\_\_  
Authorized Officer or Agent

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**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 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.

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**SCHEDULE A**

Name and Address of Title Insurance Company: Chicago Title Insurance Company  
c/o Mark Davison  
Ticor Title Company of Oregon  
1433 SW 6th Avenue  
Portland, OR 97201

Address Reference: 2S1330-000401, Sherwood, OR 97140

Date of Policy	Amount of Insurance	Premium
September 10, 2020 at 12:38 PM	\$1,300,000.00	\$2,550.00

## 1. Name of Insured:

Sherwood Commerce Center, LLC, an Oregon limited liability company

## 2. The estate or interest in the Land that is insured by this policy is:

A Fee

## 3. Title is vested in:

Sherwood Commerce Center, LLC, an Oregon limited liability company

## 4. The Land referred to in this policy is described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

**THIS POLICY VALID ONLY IF SCHEDULE B IS ATTACHED**

**END OF SCHEDULE A**

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## SCHEDULE B EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees or expenses that arise by reason of:

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. Any 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 which may be asserted by persons in possession thereof.
3. Easements, or claims thereof, which are 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, encumbrance, violation, variation or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
5. Any lien, or right to a lien, for services, labor, material or equipment rental, or for contributions due to the State of Oregon for unemployment compensation or worker's compensation, heretofore or hereafter furnished, imposed by law and not shown by the Public Records.

### SPECIFIC ITEMS AND EXCEPTIONS:

6. Property taxes in an undetermined amount, which are a lien but not yet payable, including any assessments collected with taxes to be levied for the fiscal year 2020-2021.
7. The Land has been classified as Forestland, as disclosed by the tax roll. If the Land becomes disqualified, said Land may be subject to additional taxes and/or penalties.
8. Rights of the public, riparian owners and governmental bodies as to the use of the waters of unnamed creek and the natural flow thereof on and across that portion of the subject land lying below the high water line of said waterway.
9. Reservation, exception or other severance of minerals, contained in or disclosed by instrument,

In favor of: Oregon and California Railroad Company  
 Reservation of: See document for details  
 Recording Date: December 22, 1888  
 Recording No.: Book "Z", Page 311

The Company makes no representation as to the present ownership of this interest or its encumbrances.

**END OF SCHEDULE B**

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**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

A tract of land in the Northwest one-quarter of the Northeast one-quarter of the Northwest one-quarter of Section 33, Township 2 South, Range 1 West of the Willamette Meridian, in the County of Washington and State of Oregon, more particularly described as follows:

Beginning at the Northwest corner of said Northwest one-quarter of the Northeast one-quarter of the Northwest one-quarter of said Section 33; running thence East along the North line of said Section, 157-1/2 feet to the North line of said section; thence South and parallel with the West line of said Section, 250 feet; thence East and parallel with the North line of said Section, 157-1/2 feet; thence North and parallel with the West line of said section, 250 feet to the North line of said section; thence East along the North line of said section, 345 feet, more or less, to the Northwest corner of property conveyed to Harold E. Severson and Lorane R. Severson, by deed recorded at Deed Book 400, Page 106, Washington County, Oregon; thence South and parallel to the West line of said section, 660 feet, more or less, to the Southwest corner of the said Severson property; thence West and parallel to the North line of said section to a point, 660 feet, more or less, to a point South of the point of beginning of the tract herein conveyed; thence North and parallel to the West line of said section, 660 feet, more or less, to a point on the North line of said section and true point of beginning.

EXCEPTING THEREFROM the following described property: A portion of that tract of land in the Northwest one-quarter of the Northeast one-quarter of the Northwest one-quarter of Section 33, Township 2 South, Range 1 West of the Willamette Meridian, in the County of Washington and State of Oregon, conveyed to Ivan C. Reed, et ux, by deed recorded April 22, 1960, in Book 429, Page 692, in the County of Washington and State of Oregon, deed records; more particularly described as follows:

Beginning at the Southwest corner of that tract of land conveyed to John J. Gould, Jr., by deed recorded January 25, 1965, in Book 538, Page 438, Records of Washington County, Oregon; thence South parallel with the West line of said Reed tract, 75 feet; thence East parallel with the North line of said Section 33, a distance of 270 feet; thence North parallel with the West line of said Reed tract, 325 feet to the North line of said Reed tract; thence West along the North line of said Reed tract, 112.50 feet to the Northeast corner of said Gould tract; thence South along the East line of said Gould tract, 250 feet to the Southeast corner thereof; thence West along the South line of said Gould tract, 157.50 feet to the point of beginning.

ALSO EXCEPTING THEREFROM the North 25 feet thereof, being that portion dedicated to the public as public way by Dedication Deed recorded May 25, 1973 in Book 926, Page 721, Records of Washington County, Oregon.

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**CONDITIONS****1. DEFINITION OF TERMS**

The following terms when used in this policy mean:

- (a) "Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b), or decreased by Sections 10 and 11 of these Conditions.
- (b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.
- (c) "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.
- (d) "Insured": The Insured named in Schedule A.
  - (i) The term "Insured" also includes
    - (A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;
    - (B) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;
    - (C) successors to an Insured by its conversion to another kind of Entity;
    - (D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title
      - (1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured,
      - (2) if the grantee wholly owns the named Insured,
      - (3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity, or
      - (4) if the grantee is a trustee or beneficiary of a trust created by a written instrument established by the Insured named in Schedule A for estate planning purposes.
  - (ii) With regard to (A), (B), (C), and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured.
- (e) "Insured Claimant": An Insured claiming loss or damage.
- (f) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.
- (g) "Land": The land described in Schedule A, and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is insured by this policy.
- (h) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.
- (i) "Public Records": Records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.
- (j) "Title": The estate or interest described in Schedule A.
- (k) "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

**2. CONTINUATION OF INSURANCE**

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.

**3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT**

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) of these Conditions, (ii) in case Knowledge shall come to an Insured hereunder of any claim of title or interest that is adverse to the Title, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if the Title, as insured, is rejected as Unmarketable Title. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

**4. PROOF OF LOSS**

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

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**5. DEFENSE AND PROSECUTION OF ACTIONS**

- (a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action. It shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy.
- (b) The Company shall have the right, in addition to the options contained in Section 7 of these Conditions, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.
- (c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal from any adverse judgment or order.

**6. DUTY OF INSURED CLAIMANT TO COOPERATE**

- (a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligations to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.
- (b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

**7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY**

In case of a claim under this policy, the Company shall have the following additional options:

- (a) To Pay or Tender Payment of the Amount of Insurance.
- To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay.
- Upon the exercise by the Company of this option, all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in this subsection, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.
- (b) To Pay or Otherwise Settle With Parties Other Than the Insured or With the Insured Claimant.
- (i) to pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or
- (ii) to pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

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(continued)

**8. DETERMINATION AND EXTENT OF LIABILITY**

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.

- (a) The extent of liability of the Company for loss or damage under this policy shall not exceed the lesser of
  - (i) the Amount of Insurance; or
  - (ii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy.
- (b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title, as insured,
  - (i) the Amount of Insurance shall be increased by Ten percent (10%), and
  - (ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.
- (c) In addition to the extent of liability under (a) and (b), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

**9. LIMITATION OF LIABILITY**

- (a) If the Company establishes the Title, or removes the alleged defect, lien, or encumbrance, or cures the lack of a right of access to or from the Land, or cures the claim of Unmarketable Title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.
- (b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title, as insured.
- (c) The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

**10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY**

All payments under this policy, except payments made for costs, attorneys' fees, and expenses, shall reduce the Amount of Insurance by the amount of the payment.

**11. LIABILITY NONCUMULATIVE**

The Amount of Insurance shall be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after Date of Policy and which is a charge or lien on the Title, and the amount so paid shall be deemed a payment to the Insured under this policy.

**12. PAYMENT OF LOSS**

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within thirty (30) days.

**13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT**

- (a) Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies.

If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.

- (b) The Company's right of subrogation includes the rights of the Insured to indemnities, guaranties, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

**14. INTENTIONALLY DELETED****15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT**

- (a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.
- (b) Any claim of loss or damage that arises out of the status of the Title or by any action asserting such claim shall be restricted to this policy.
- (c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.
- (d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.

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(continued)

**16. SEVERABILITY**

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

**17. CHOICE OF LAW; FORUM**

(a) Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located.

Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.

(b) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

**18. NOTICES, WHERE SENT**

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at:

Chicago Title Insurance Company  
P.O. Box 45023  
Jacksonville, FL 32232-5023  
Attn: Claims Department

**END OF CONDITIONS**

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**ENDORSEMENT**

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Issued By:

**CHICAGO TITLE  
INSURANCE COMPANY**

Attached to Policy Number:

**36262004447**

Date: September 10, 2020

Premium: \$100.00

The Company insures against loss or damage sustained by the Insured by reason of the failure of the Land as described in Schedule A to be the same as that identified as Legal Description (Title B) on the survey made by Michael A. Hoffmann, P.L.S. 57847 dated July 29, 2020, last revised August 4, 2020, and designated Job No. 20204285.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

Order Reference: Sherwood Commerce Center, LLC, an Oregon limited liability company

**Chicago Title Insurance Company**

Countersigned By:

A handwritten signature in cursive script that reads "Maggie Metcalf".

\_\_\_\_\_  
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**ENDORSEMENT**

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Issued By:

**CHICAGO TITLE  
INSURANCE COMPANY**

Attached to Policy Number:

**36262004447**

Date: September 10, 2020

Premium: \$50.00

The Company hereby assures the Insured

That said Land abuts upon a physically open street known as un-named dedicated road, being a public right-of-way, gaining indirect access to/from SW Tonquin Road and the Company hereby insures said Assured against loss which said Assured shall sustain in the event said assurances herein shall prove to be incorrect.

The total liability of the Company under said policy and any endorsements therein shall not exceed, in the aggregate, the face amount of said policy and costs which the Company is obligated under the conditions and stipulations thereof to pay.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

Order Reference: Sherwood Commerce Center, LLC, an Oregon limited liability company

**Chicago Title Insurance Company**

Countersigned By:

A handwritten signature in cursive script that reads "Maggie Metcalf".

---

Authorized Officer or Agent

**OWNER'S POLICY OF TITLE INSURANCE**

Issued By:

Policy Number:



<b>36261908180</b>
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**Any notice of claim and any other notice or statement in writing required to be given to the Company under this Policy must be given to the Company at the address shown in Section 18 of the Conditions.**

**COVERED RISKS**

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, CHICAGO TITLE INSURANCE COMPANY, a Florida corporation (the "Company") insures, as of Date of Policy and, to the extent stated in Covered Risks 9 and 10, after Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from
  - (a) A defect in the Title caused by
    - (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
    - (ii) failure of any person or Entity to have authorized a transfer or conveyance;
    - (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
    - (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
    - (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
    - (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
    - (vii) a defective judicial or administrative proceeding.
  - (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
  - (c) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
3. Unmarketable Title.
4. No right of access to and from the Land.
5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - (a) the occupancy, use, or enjoyment of the Land;
  - (b) the character, dimensions, or location of any improvement erected on the Land;
  - (c) the subdivision of land; or
  - (d) environmental protection
 if a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.

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- 6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.
- 7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
- 8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.
- 9. Title being vested other than as stated in Schedule A or being defective
  - (a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or
  - (b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records
    - (i) to be timely, or
    - (ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
- 10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this Policy, but only to the extent provided in the Conditions.

IN WITNESS WHEREOF, CHICAGO TITLE INSURANCE COMPANY has caused this policy to be signed and sealed by its duly authorized officers.

Issuing Office or Agent:  
**Ticor Title Company of Oregon**  
1433 SW 6th Avenue  
Portland, OR 97201  
(503)646-4444 FAX (503)219-9984

**Chicago Title Insurance Company**



By: 

\_\_\_\_\_  
President

Attest: 

\_\_\_\_\_  
Secretary

Countersigned By:  
  
\_\_\_\_\_  
Authorized Officer or Agent

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**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 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.

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**SCHEDULE A**

Name and Address of Title Insurance Company: Chicago Title Insurance Company  
c/o Mark Davison  
Ticor Title Company of Oregon  
1433 SW 6th Avenue  
Portland, OR 97201

Address Reference: 21600 SW Oregon Street, Sherwood, OR 97140

Date of Policy	Amount of Insurance	Premium
June 4, 2020 at 10:48 AM	\$9,300,945.60	\$10,914.00

## 1. Name of Insured:

Sherwood Commerce Center, LLC, an Oregon limited liability company

## 2. The estate or interest in the Land that is insured by this policy is:

A Fee

## 3. Title is vested in:

Sherwood Commerce Center, LLC, an Oregon limited liability company

## 4. The Land referred to in this policy is described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

**THIS POLICY VALID ONLY IF SCHEDULE B IS ATTACHED**

**END OF SCHEDULE A**

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**SCHEDULE B  
EXCEPTIONS FROM COVERAGE**

This policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees or expenses that arise by reason of:

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. Any 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 which may be asserted by persons in possession thereof.
3. Easements, or claims thereof, which are 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, encumbrance, violation, variation or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
5. Any lien, or right to a lien, for services, labor, material or equipment rental, or for contributions due to the State of Oregon for unemployment compensation or worker's compensation, heretofore or hereafter furnished, imposed by law and not shown by the Public Records.

**SPECIFIC ITEMS AND EXCEPTIONS:**

6. Rights of the public to any portion of the Land lying within SW Oregon Street
7. Easement for the purpose shown below and rights incidental thereto, as granted in a document:  
Granted to: The United States of America  
Purpose: Transmission line  
Recording Date: November 27, 1956  
Book: 388, Page: 444  
Affects: The Northeasterly portion
8. Easement for the purpose shown below and rights incidental thereto, as granted in a document:  
Granted to: Southern Pacific Pipe Lines, Inc.  
Purpose: Pipe lines and appurtenances  
Recording Date: May 3, 1962  
Book: 462, Page: 264  
Affects: A 20 foot wide strip through the Northeasterly portion
9. Property taxes in an undetermined amount, which are a lien but not yet payable, including any assessments collected with taxes to be levied for the fiscal year 2020-2021.

**END OF SCHEDULE B**

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**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

That portion of the Southeast one-quarter of the Southwest one-quarter of Section 28, Township 2 South, Range 1 West of the Willamette Meridian, in the County of Washington and State of Oregon, which lies South of County Road N. 492.

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**CONDITIONS****1. DEFINITION OF TERMS**

The following terms when used in this policy mean:

- (a) "Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b), or decreased by Sections 10 and 11 of these Conditions.
- (b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.
- (c) "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.
- (d) "Insured": The Insured named in Schedule A.
  - (i) The term "Insured" also includes
    - (A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;
    - (B) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;
    - (C) successors to an Insured by its conversion to another kind of Entity;
    - (D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title
      - (1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured,
      - (2) if the grantee wholly owns the named Insured,
      - (3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity, or
      - (4) if the grantee is a trustee or beneficiary of a trust created by a written instrument established by the Insured named in Schedule A for estate planning purposes.
  - (ii) With regard to (A), (B), (C), and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured.
- (e) "Insured Claimant": An Insured claiming loss or damage.
- (f) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.
- (g) "Land": The land described in Schedule A, and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is insured by this policy.
- (h) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.
- (i) "Public Records": Records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.
- (j) "Title": The estate or interest described in Schedule A.
- (k) "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

**2. CONTINUATION OF INSURANCE**

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.

**3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT**

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) of these Conditions, (ii) in case Knowledge shall come to an Insured hereunder of any claim of title or interest that is adverse to the Title, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if the Title, as insured, is rejected as Unmarketable Title. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

**4. PROOF OF LOSS**

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

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(continued)

**5. DEFENSE AND PROSECUTION OF ACTIONS**

- (a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action. It shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy.
- (b) The Company shall have the right, in addition to the options contained in Section 7 of these Conditions, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.
- (c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal from any adverse judgment or order.

**6. DUTY OF INSURED CLAIMANT TO COOPERATE**

- (a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligations to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.
- (b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

**7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY**

In case of a claim under this policy, the Company shall have the following additional options:

- (a) To Pay or Tender Payment of the Amount of Insurance.

To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay.

Upon the exercise by the Company of this option, all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in this subsection, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

- (b) To Pay or Otherwise Settle With Parties Other Than the Insured or With the Insured Claimant.

(i) to pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or

(ii) to pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

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(continued)

**8. DETERMINATION AND EXTENT OF LIABILITY**

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.

- (a) The extent of liability of the Company for loss or damage under this policy shall not exceed the lesser of
  - (i) the Amount of Insurance; or
  - (ii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy.
- (b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title, as insured,
  - (i) the Amount of Insurance shall be increased by Ten percent (10%), and
  - (ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.
- (c) In addition to the extent of liability under (a) and (b), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

**9. LIMITATION OF LIABILITY**

- (a) If the Company establishes the Title, or removes the alleged defect, lien, or encumbrance, or cures the lack of a right of access to or from the Land, or cures the claim of Unmarketable Title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.
- (b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title, as insured.
- (c) The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

**10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY**

All payments under this policy, except payments made for costs, attorneys' fees, and expenses, shall reduce the Amount of Insurance by the amount of the payment.

**11. LIABILITY NONCUMULATIVE**

The Amount of Insurance shall be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after Date of Policy and which is a charge or lien on the Title, and the amount so paid shall be deemed a payment to the Insured under this policy.

**12. PAYMENT OF LOSS**

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within thirty (30) days.

**13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT**

- (a) Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies.

If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.

- (b) The Company's right of subrogation includes the rights of the Insured to indemnities, guaranties, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

**14. INTENTIONALLY DELETED****15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT**

- (a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.
- (b) Any claim of loss or damage that arises out of the status of the Title or by any action asserting such claim shall be restricted to this policy.
- (c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.
- (d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.

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(continued)

**16. SEVERABILITY**

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

**17. CHOICE OF LAW; FORUM**

(a) Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located.

Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.

(b) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

**18. NOTICES, WHERE SENT**

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at:

Chicago Title Insurance Company  
P.O. Box 45023  
Jacksonville, FL 32232-5023  
Attn: Claims Department

**END OF CONDITIONS**

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**ENDORSEMENT**

Issued By:



Attached to Policy Number:

<b>36261908180</b>
--------------------

Date: June 4, 2020

Premium: \$1,000.00

1. The Company insures against loss or damage sustained by the Insured in the event that, at Date of Policy,
  - a. According to applicable zoning ordinances and amendments, the Land is not classified Zone EI, Employment Industrial;
  - b. The following use or uses are not allowed under that classification:  
Undeveloped
2. There shall be no liability under this endorsement based on
  - a. Lack of compliance with any conditions, restrictions, or requirements contained in the zoning ordinances and amendments, including but not limited to the failure to secure necessary consents or authorizations as a prerequisite to the use or uses. This paragraph 2.a. does not modify or limit the coverage provided in Covered Risk 5.
  - b. The invalidity of the zoning ordinances and amendments until after a final decree of a court of competent jurisdiction adjudicating the invalidity, the effect of which is to prohibit the use or uses.
  - c. The refusal of any person to purchase, lease or lend money on the Title covered by this policy.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

Order Reference: Sherwood Commerce Center, LLC, an Oregon limited liability company

**Chicago Title Insurance Company**

Countersigned By:

---

 Authorized Officer or Agent
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**ENDORSEMENT**

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Issued By:

**CHICAGO TITLE  
INSURANCE COMPANY**

Attached to Policy Number:

**36261908180**

Date: June 4, 2020

Premium: \$100.00

The Company insures against loss or damage sustained by the Insured by reason of the failure of the Land as described in Schedule A to be the same as that identified on the survey made by Terramark dated March 20, 2020, and designated Job No. 20204194.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

Order Reference: Sherwood Commerce Center, LLC, an Oregon limited liability company

**Chicago Title Insurance Company**

Countersigned By:

\_\_\_\_\_  
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**ENDORSEMENT**

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Issued By:

**CHICAGO TITLE  
INSURANCE COMPANY**

Attached to Policy Number:

**36261908180**

Date: June 4, 2020

Premium: \$125.00

The Company insures against loss or damage sustained by the Insured if, at Date of Policy (i) the Land does not abut and have both actual vehicular and pedestrian access to and from N E. Oregon Street (the "Street"), (ii) the Street is not physically open and publicly maintained, or (iii) the Insured has no right to use existing curb cuts or entries along that portion of the Street abutting the Land.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

Order Reference: Sherwood Commerce Center, LLC, an Oregon limited liability company

**Chicago Title Insurance Company**

Countersigned By:

A handwritten signature in cursive script that reads "Maggie Metcalf".

\_\_\_\_\_  
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1433 SW 6th Avenue  
Portland, OR 97201  
Phone: (503)646-4444 / Fax: (503)219-9984

Sherwood Commerce Center, LLC,  
an Oregon limited liability company  
1121 SW Salmon St, Suite 500  
Portland, OR 97205

**Date:** May 21, 2021  
**Order No.:** 36262102247-MD  
**Property:** 14250 SW Tonquin Road  
Sherwood, OR 97140

Sherwood Commerce Center, LLC, an Oregon limited liability company

Thank you for choosing Ticor Title Company of Oregon to provide your title insurance. Attached, please find the following:

Owners Policy

Thank you for allowing us the opportunity to provide for your title and escrow needs. Please let us know if there is anything more we can do.

Should you have any questions, please do not hesitate to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "Mark Davison", with a long horizontal flourish extending to the right.

Mark Davison  
Title Officer  
Mark.Davison@titlegroup.fntg.com

**OWNER'S POLICY OF TITLE INSURANCE**

Issued By:

Policy Number:

**36262102247**

**Any notice of claim and any other notice or statement in writing required to be given to the Company under this Policy must be given to the Company at the address shown in Section 18 of the Conditions.**

**COVERED RISKS**

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, CHICAGO TITLE INSURANCE COMPANY, a Florida corporation (the "Company") insures, as of Date of Policy and, to the extent stated in Covered Risks 9 and 10, after Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from
  - (a) A defect in the Title caused by
    - (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
    - (ii) failure of any person or Entity to have authorized a transfer or conveyance;
    - (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
    - (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
    - (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
    - (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
    - (vii) a defective judicial or administrative proceeding.
  - (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
  - (c) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
3. Unmarketable Title.
4. No right of access to and from the Land.
5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - (a) the occupancy, use, or enjoyment of the Land;
  - (b) the character, dimensions, or location of any improvement erected on the Land;
  - (c) the subdivision of land; or
  - (d) environmental protection
 if a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.

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- 6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.
- 7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
- 8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.
- 9. Title being vested other than as stated in Schedule A or being defective
  - (a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or
  - (b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records
    - (i) to be timely, or
    - (ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
- 10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this Policy, but only to the extent provided in the Conditions.

IN WITNESS WHEREOF, CHICAGO TITLE INSURANCE COMPANY has caused this policy to be signed and sealed by its duly authorized officers.

Issuing Office or Agent:  
**Ticor Title Company of Oregon**  
1433 SW 6th Avenue  
Portland, OR 97201  
(503)646-4444 FAX (503)219-9984

**Chicago Title Insurance Company**



By:

Handwritten signature of Randy Quirk in black ink.

Randy Quirk, President

Attest:

Handwritten signature of Marjorie Nemzura in black ink.

Marjorie Nemzura, Secretary

Countersigned By:

Handwritten signature of Maggie Metcalf in black ink.

Authorized Officer or Agent  
Maggie Metcalf

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**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 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.

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**SCHEDULE A**

Name and Address of Title Insurance Company: Chicago Title Insurance Company  
c/o Mark Davison  
Ticor Title Company of Oregon  
1433 SW 6th Avenue  
Portland, OR 97201

Address Reference: 14250 SW Tonquin Road, Sherwood, OR 97140

Date of Policy	Amount of Insurance	Premium
May 20, 2021 at 12:12 PM	\$900,000.00	\$1,950.00

1. Name of Insured:

Sherwood Commerce Center, LLC, an Oregon limited liability company

2. The estate or interest in the Land that is insured by this policy is:

A Fee

3. Title is vested in:

Sherwood Commerce Center, LLC, an Oregon limited liability company

4. The Land referred to in this policy is described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

**THIS POLICY VALID ONLY IF SCHEDULE B IS ATTACHED**

**END OF SCHEDULE A**

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## SCHEDULE B EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees or expenses that arise by reason of:

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. Any 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 which may be asserted by persons in possession thereof.
3. Easements, or claims thereof, which are 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, encumbrance, violation, variation or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
5. Any lien, or right to a lien, for services, labor, material or equipment rental, or for contributions due to the State of Oregon for unemployment compensation or worker's compensation, heretofore or hereafter furnished, imposed by law and not shown by the Public Records.

### SPECIFIC ITEMS AND EXCEPTIONS:

6. Rights of the public to any portion of the Land lying within the area commonly known as streets, roads and highways.
7. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to:	Adjacent property owners
Purpose:	Ingress and Egress
Recording Date:	May 10, 1968
Recording No:	Book 694, Page 29
Affects:	Northerly 20 feet

**END OF SCHEDULE B**

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**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

## PARCEL I:

A tract of land in the Northwest one-quarter of the Northeast one-quarter of the Northwest one-quarter of Section 33, Township 2 South, Range 1 West of the Willamette Meridian, in the County of Washington and State of Oregon, more particularly described as follows:

BEGINNING at the Northwest corner of the said Northwest one-quarter of the Northeast one-quarter of the Northwest one-quarter of said Section 33; running thence East along the North line of said section, 157-1/2 feet to a point in the North line of said section, which is the true point of beginning of the tract hereinafter described; thence South and parallel with the West line of said section 250 feet; thence East and parallel with the North line of said section, 157-1/2 feet; thence North and parallel with the West line of said section, 250 feet to a point in the North line of said section; thence West along the North line of said section, 157-1/2 feet to the point of beginning.

## PARCEL II:

A portion of that tract of land in the Northwest one-quarter of the Northeast one-quarter of the Northwest one-quarter of Section 33, Township 2 South, Range 1 West of the Willamette Meridian, in the County of Washington and State of Oregon, conveyed to Ivan C. Reed, et ux, by Deed recorded April 22, 1960, in Book 429, Page 692, Washington County, Oregon Deed Records, more particularly described as follows:

BEGINNING at the Southwest corner of that tract of land conveyed to John J. Gould, Jr. by Deed recorded January 25, 1965, in Book 538, Page 438, Records of Washington County, Oregon; thence South parallel with the West line of said Reed Tract, a distance of 75 feet; thence East parallel with the North line of said Section 33, a distance of 270 feet; thence North parallel with the West line of said Reed Tract, a distance of 325 feet to the North line of said Reed Tract; thence West along the North line of said Reed Tract, a distance of 112.5 feet to the Northeast corner of said Gould Tract; thence South along the East line of said Gould Tract, a distance of 250 feet to the Southeast corner thereof; thence West along the South line of said Gould Tract, a distance of 157.5 feet to the point of beginning.

## PARCEL III:

An easement for ingress and egress as set forth in Document recorded December 9, 1970 in Book 800, Page 749, Records of the County of Washington and State of Oregon, described as follows: A tract of land in Section 33, Township 2 South, Range 1 West of the Willamette Meridian, Washington County, Oregon, described as follows:

An easement for roadway purposes over the North 25 feet of that portion of the Northwest one-quarter of the Northwest one-quarter lying East of Tonquin Road and also over that portion of the Northwest one-quarter of the Northeast one-quarter of the Northwest one-quarter lying West of the West line of that tract of land conveyed to John J. Gould, Jr., by Deed recorded January 25, 1965, in Book 538, Page 438, Records of Washington County, Oregon.

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**CONDITIONS****1. DEFINITION OF TERMS**

The following terms when used in this policy mean:

- (a) "Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b), or decreased by Sections 10 and 11 of these Conditions.
- (b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.
- (c) "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.
- (d) "Insured": The Insured named in Schedule A.
  - (i) The term "Insured" also includes
    - (A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;
    - (B) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;
    - (C) successors to an Insured by its conversion to another kind of Entity;
    - (D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title
      - (1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured,
      - (2) if the grantee wholly owns the named Insured,
      - (3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity, or
      - (4) if the grantee is a trustee or beneficiary of a trust created by a written instrument established by the Insured named in Schedule A for estate planning purposes.
  - (ii) With regard to (A), (B), (C), and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured.
- (e) "Insured Claimant": An Insured claiming loss or damage.
- (f) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.
- (g) "Land": The land described in Schedule A, and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is insured by this policy.
- (h) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.
- (i) "Public Records": Records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.
- (j) "Title": The estate or interest described in Schedule A.
- (k) "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

**2. CONTINUATION OF INSURANCE**

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.

**3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT**

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) of these Conditions, (ii) in case Knowledge shall come to an Insured hereunder of any claim of title or interest that is adverse to the Title, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if the Title, as insured, is rejected as Unmarketable Title. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

**4. PROOF OF LOSS**

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

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**5. DEFENSE AND PROSECUTION OF ACTIONS**

- (a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action. It shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy.
- (b) The Company shall have the right, in addition to the options contained in Section 7 of these Conditions, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.
- (c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal from any adverse judgment or order.

**6. DUTY OF INSURED CLAIMANT TO COOPERATE**

- (a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligations to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.
- (b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

**7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY**

In case of a claim under this policy, the Company shall have the following additional options:

- (a) To Pay or Tender Payment of the Amount of Insurance.  
To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay.  
Upon the exercise by the Company of this option, all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in this subsection, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.
- (b) To Pay or Otherwise Settle With Parties Other Than the Insured or With the Insured Claimant.  
(i) to pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or  
(ii) to pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

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(continued)

**8. DETERMINATION AND EXTENT OF LIABILITY**

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.

- (a) The extent of liability of the Company for loss or damage under this policy shall not exceed the lesser of
  - (i) the Amount of Insurance; or
  - (ii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy.
- (b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title, as insured,
  - (i) the Amount of Insurance shall be increased by Ten percent (10%), and
  - (ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.
- (c) In addition to the extent of liability under (a) and (b), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

**9. LIMITATION OF LIABILITY**

- (a) If the Company establishes the Title, or removes the alleged defect, lien, or encumbrance, or cures the lack of a right of access to or from the Land, or cures the claim of Unmarketable Title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.
- (b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title, as insured.
- (c) The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

**10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY**

All payments under this policy, except payments made for costs, attorneys' fees, and expenses, shall reduce the Amount of Insurance by the amount of the payment.

**11. LIABILITY NONCUMULATIVE**

The Amount of Insurance shall be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after Date of Policy and which is a charge or lien on the Title, and the amount so paid shall be deemed a payment to the Insured under this policy.

**12. PAYMENT OF LOSS**

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within thirty (30) days.

**13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT**

- (a) Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies.

If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.

- (b) The Company's right of subrogation includes the rights of the Insured to indemnities, guaranties, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

**14. INTENTIONALLY DELETED****15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT**

- (a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.
- (b) Any claim of loss or damage that arises out of the status of the Title or by any action asserting such claim shall be restricted to this policy.
- (c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.
- (d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.

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(continued)

**16. SEVERABILITY**

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

**17. CHOICE OF LAW; FORUM**

(a) Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located.

Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.

(b) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

**18. NOTICES, WHERE SENT**

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at:

Chicago Title Insurance Company  
P.O. Box 45023  
Jacksonville, FL 32232-5023  
Attn: Claims Department

**END OF CONDITIONS**

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Washington County, Oregon	<b>2021-059814</b>
D-DW	<b>05/20/2021 12:12:18 PM</b>
Stn=7 C LOUCKS	
\$20.00 \$11.00 \$5.00 \$60.00 \$900.00	<b>\$996.00</b>
I, Joe Nelson, Interim 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.	
Joe Nelson, Interim Director of Assessment and Taxation, Ex-Officio	

Recording requested by and  
When recorded, return to:

Sherwood Commerce Center, LLC  
ATTN: John W. Raborn,  
Senior Counsel, Vice President  
1121 SW Salmon Street, Suite 500  
Portland, Oregon 97205

<p><b>Until a change is requested, all tax statements shall be sent to:</b></p> <p>same as above.</p>
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SPACE ABOVE THIS LINE FOR RECORDER'S USE

**STATUTORY WARRANTY DEED**

Wayne DePriest and Karen DePriest, ("Grantors"), hereby conveys and warrants to Sherwood Commerce Center, LLC, an Oregon limited liability company, ("Grantee"), the real property in Washington County, State of Oregon described as follows free of encumbrances except as provided herein:

14250 SW Tonquin Rd., Sherwood, Oregon 97140-8345 having the following legal description attached hereto as Exhibit "A" (the "Property").

Such Property is free from encumbrances except only for those matters shown on Exhibit "B" which is attached hereto and incorporated herein by this reference. The Property is granted to Grantee subject to the restriction that the Property cannot be subdivided for the purpose of redevelopment and sale of multiple residential properties for profit. Grantee may continue to use the Property as a public garden and public welcoming center, and/or strictly for non-public, residential development/re-development and accompanying developments associated with a single-family estate, including but not limited to, guest house(s), tennis courts, swimming pool and pavilion. This restriction shall be binding on Grantee and Grantee's heirs, administrators, devisees, successors or assigns

The true consideration for this conveyance is **NINE HUNDRED THOUSAND AND NO/100S DOLLARS (\$900,000.00)**.

**BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO**

Recorded by TICOR TITLE 36262102247

11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

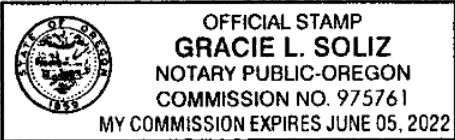
Dated: May 19, 2021

GRANTOR:

*[Signature]*  
WAYNE DEPRIEST

STATE OF OREGON )  
) ss.  
County of Multnomah )

This instrument was acknowledged before me on this 19<sup>th</sup> day of May, 2021 by individual WAYNE DEPRIEST.



*[Signature]*  
Notary Public for Oregon

GRANTOR:

*[Signature]*  
KAREN DEPRIEST

STATE OF OREGON )  
) ss.  
County of Multnomah )

This instrument was acknowledged before me on this 19<sup>th</sup> day of May, 2021 by KAREN DEPRIEST.



*[Signature]*  
Notary Public for Oregon

## EXHIBIT A

## PARCEL I:

A tract of land in the Northwest one-quarter of the Northeast one-quarter of the Northwest one-quarter of Section 33, Township 2 South, Range 1 West of the Willamette Meridian, in the County of Washington and State of Oregon, more particularly described as follows:

BEGINNING at the Northwest corner of the said Northwest one-quarter of the Northeast one-quarter of the Northwest one-quarter of said Section 33; running thence East along the North line of said section, 157-1/2 feet to a point in the North line of said section, which is the true point of beginning of the tract hereinafter described; thence South and parallel with the West line of said section 250 feet; thence East and parallel with the North line of said section, 157-1/2 feet; thence North and parallel with the West line of said section, 250 feet to a point in the North line of said section; thence West along the North line of said section, 157-1/2 feet to the point of beginning.

## PARCEL II:

A portion of that tract of land in the Northwest one-quarter of the Northeast one-quarter of the Northwest one-quarter of Section 33, Township 2 South, Range 1 West of the Willamette Meridian, in the County of Washington and State of Oregon, conveyed to Ivan C. Reed, et ux, by Deed recorded April 22, 1960, in Book 429, Page 692, Washington County, Oregon Deed Records, more particularly described as follows:

BEGINNING at the Southwest corner of that tract of land conveyed to John J. Gould, Jr. by Deed recorded January 25, 1965, in Book 538, Page 438, Records of Washington County, Oregon; thence South parallel with the West line of said Reed Tract, a distance of 75 feet; thence East parallel with the North line of said Section 33, a distance of 270 feet; thence North parallel with the West line of said Reed Tract, a distance of 325 feet to the North line of said Reed Tract; thence West along the North line of said Reed Tract, a distance of 112.5 feet to the Northeast corner of said Gould Tract; thence South along the East line of said Gould Tract, a distance of 250 feet to the Southeast corner thereof; thence West along the South line of said Gould Tract, a distance of 157.5 feet to the point of beginning.

## PARCEL III:

An easement for ingress and egress as set forth in Document recorded December 9, 1970 in Book 800, Page 749, Records of the County of Washington and State of Oregon, described as follows: A tract of land in Section 33, Township 2 South, Range 1 West of the Willamette Meridian, Washington County, Oregon, described as follows:

An easement for roadway purposes over the North 25 feet of that portion of the Northwest one-quarter of the Northwest one-quarter lying East of Tonquin Road and also over that portion of the Northwest one-quarter of the Northeast one-quarter of the Northwest one-quarter lying West of the West line of that tract of land conveyed to John J. Gould, Jr., by Deed recorded January 25, 1965, in Book 538, Page 438, Records of Washington County, Oregon.



**EXHIBIT "B"**

**STATUTORY WARRANTY  
Permitted Exceptions to Title:**

**Subject to:**

1. Rights of the public to any portion of the Land lying within the area commonly known as streets, roads and highways.
2. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to:	Adjacent property owners
Purpose:	Ingress and Egress
Recording Date:	May 10, 1968
Recording No:	Book 694, Page 29
Affects:	Northerly 20 feet

# Engineering Land Use Application Comments



Home of the Tualatin River National Wildlife Refuge

To: Eric Rutledge, Associate Planner  
From: Craig Christensen P.E., Civil Engineer, Engineering Department  
Project: Sherwood Commercial Center Phase 2 Site Grading (LU 2021-016)  
Date: June 22, 2022

Engineering staff has reviewed the information provided for the above referenced private development project. Final construction plans will need to meet the standards established by the City of Sherwood Engineering Department and Public Works Department, Clean Water Services (CWS) and Tualatin Valley Fire & Rescue (TVF&R), in addition to requirements established by other jurisdictional agencies providing land use comments. City of Sherwood Engineering Department comments are as follows:

## Transportation

The subject property consists of several properties (approximately 19.5 acres total) which front an unnamed street along the north side which has access to SW Tonquin Road (Washington County right-of-way) near its intersection with SW Oregon Street. Since the proposed project work consists of grading only, no public street improvements are required unless otherwise noted by Washington County. A permit from Washington County to obtain construction access from SW Tonquin Road will likely be required by Washington County.

**Condition:** Prior to Issuance of Grading Permit, a permit from Washington County shall be obtained for construction access to the site from SW Tonquin Road or a reissue of the permit allowing phase 1 grading to get access from SW Oregon Street to include phase 2 unless otherwise noted by Washington County.

## Sanitary Sewer

Since the proposed project work consists of grading only, no public sanitary sewer improvements are required.

## Storm Sewer

Since the proposed project work consists of grading only, no City of Sherwood public storm sewer improvements are required.

Since no permanent impervious area is being constructed with the project (includes gravel surfacing), no storm water quality facilities or hydro-modification facilities are required.

## Water

Since the proposed project work consists of grading only, no public water system improvements are required.

## Grading and Erosion Control

The proposed work on the subject property will consist of grading in excess of 5 acres, therefore a DEQ NPDES 1200C permit is required.

The proposed work is grading only and no permanent impervious area (including gravel surfacing) may be installed under this Land Use Decision.

**Condition:** Prior to issuance of Grading Permit, the developer shall obtain a NPDES 1200C permit from DEQ.

**Other Engineering Issues**

A Clean Water Services Service Provider Letter (SPL) has been obtained by the developer.

**Condition:** The developer shall adhere to the conditions of the Clean Water Services Service Provider Letter.

**From:** [Naomi Vogel](#)  
**To:** [Eric Rutledge](#)  
**Subject:** RE: [EXTERNAL] LU 2022-016 Sherwood Commerce Center Phase II - Early Grading  
**Date:** Thursday, June 2, 2022 9:10:01 AM  
**Attachments:** [image001.png](#)

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Hi Eric,

I don't have completeness comments but want to make sure they include discussion about construction access sooner than later so that we can evaluate whether it can be approved. I'm thinking if they choose a different access than the one on Oregon Street.

Thank you,

**Naomi Vogel | Associate Planner**

503-846-7639      [Naomi\\_Vogel@co.washington.or.us](mailto:Naomi_Vogel@co.washington.or.us)

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**From:** Eric Rutledge <[RutledgeE@SherwoodOregon.gov](mailto:RutledgeE@SherwoodOregon.gov)>  
**Sent:** Monday, May 16, 2022 1:41 PM  
**To:** Craig Christensen <[ChristensenC@SherwoodOregon.gov](mailto:ChristensenC@SherwoodOregon.gov)>; Bob Galati <[GalatiB@SherwoodOregon.gov](mailto:GalatiB@SherwoodOregon.gov)>; Jo Guediri <[GuediriJ@sherwoodoregon.gov](mailto:GuediriJ@sherwoodoregon.gov)>; Naomi Vogel <[Naomi\\_Vogel@co.washington.or.us](mailto:Naomi_Vogel@co.washington.or.us)>; Richard Sattler <[SattlerR@SherwoodOregon.gov](mailto:SattlerR@SherwoodOregon.gov)>; Scott McKie <[MckieS@SherwoodOregon.gov](mailto:MckieS@SherwoodOregon.gov)>  
**Subject:** [EXTERNAL] LU 2022-016 Sherwood Commerce Center Phase II - Early Grading

Hi all,

The City is processing the attached application for site grading and tree removal on Phase II of the Sherwood Commerce Center. This is a separate application and site from their Phase I Site Plan approval. We are requesting Completeness Review comments by Tues 6/1.

Contact me with any questions.

Thank you,

Eric Rutledge  
City of Sherwood  
Associate Planner  
[rutledgee@sherwoodoregon.gov](mailto:rutledgee@sherwoodoregon.gov)  
Desk 503.625.4242  
Work Cell 971.979.2315



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**M E M O R A N D U M**

**Date:** July 5, 2022

**To:** Eric Rutledge, Associate Planner, City of Sherwood

**From:** Jackie Sue Humphreys, Clean Water Services (CWS)

**Subject:** Sherwood Commerce Center Phase II, LU 2022-016, 2S1330000200,  
00201, 00300, 00401, 00403, 2S128C000600

Please include the following comments when writing your conditions of approval:

**PRIOR TO ANY WORK ON THE SITE**

A Clean Water Services (CWS) Storm Water Connection Permit Authorization must be obtained. Application for CWS Permit Authorization must be in accordance with the requirements of the Design and Construction Standards, Resolution and Order No. 19-5 as amended by R&O 19-22, or prior standards as meeting the implementation policy of R&O 18-28, and is to include:

- a. Detailed plans prepared in accordance with Chapter 2, Section 2.04.
- b. Detailed grading and erosion control plan. An Erosion Control Permit will be required. Area of Disturbance must be clearly identified on submitted construction plans. If site area and any offsite improvements required for this development exceed one-acre of disturbance, project will require a 1200-CN Erosion Control Permit. If site area and any offsite improvements required for this development exceed five-acres of disturbance, project will require a 1200-C Erosion Control Permit.
- c. Detailed plans showing each lot within the development having direct access by gravity to public storm and sanitary sewer.
- d. Provisions for water quality in accordance with the requirements of the above named design standards. Water Quality is required for all new development and redevelopment areas per R&O 19-5, Section 4.04. Access shall be provided for maintenance of facility per R&O 19-5, Section 4.07.6.

- e. If use of an existing offsite or regional Water Quality Facility is proposed, it must be clearly identified on plans, showing its location, condition, capacity to treat this site and, any additional improvements and/or upgrades that may be needed to utilize that facility.
- f. If private lot LIDA systems proposed, must comply with the current CWS Design and Construction Standards. A private maintenance agreement, for the proposed private lot LIDA systems, needs to be provided to the City for review and acceptance.
- g. Show all existing and proposed easements on plans. Any required storm sewer, sanitary sewer, and water quality related easements must be granted to the City.
- h. Application may require additional permitting and plan review from CWS Source Control Program. For any questions or additional information, please contact Source Control at (503) 681-5175.
- i. Any proposed offsite construction activities will require an update or amendment to the current Service Provider Letter for this project.

## CONCLUSION

This Land Use Review does not constitute CWS approval of storm or sanitary sewer compliance to the NPDES permit held by CWS. CWS, prior to issuance of any connection permits, must approve final construction plans and drainage calculations.

Exhibit C128D000602

2S128C000600

2S128D000

00500

Project Area

2S128D

2S1330000300

B00100

2S1330000403

2S1330000200

2S1330000401

2S1330000201

2S1330000400