

**TYPE IV SITE PLAN REVIEW  
A PORTION OF TAX LOT 2S1 29CB 00400**

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Home of the Tualatin River National Wildlife Refuge

Case No. SP 16-04  
Fee 7288  
Receipt # 872117  
Date 03.02.16  
TYPE IV

### City of Sherwood Application for Land Use Action

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

- Annexation
- Plan Amendment (Proposed Zone \_\_\_\_\_)
- Variance(list standard(s) to be varied in description)
- Site Plan (Sq. footage of building and parking area)
- Planned Unit Development
- Conditional Use
- Partition (# of lots \_\_\_\_\_)
- Subdivision (# of lots \_\_\_\_\_)
- Other: \_\_\_\_\_

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

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

**Owner/Applicant Information:**

Applicant: Portland Fixture Limited Partnership Phone: 503-925-1850  
 Applicant Address: 15350 SW Sequoia Pkwy Email: info@mercurydev.com  
 Owner: Portland Fixture Limited Partnership Phone: 503-925-1850  
 Owner Address: 15350 SW Sequoia Pkwy Email: info@mercurydev.com  
 Contact for Additional Information: Brian Shahum - Ste. 140  
Portland, OR 97224

**Property Information:**

Street Location: 11230 SW Langer Drive  
 Tax Lot and Map No: 251 29CB 00400  
 Existing Structures/Use: Commercial Retail Complex  
 Existing Plan/Zone Designation: RC Retail Commercial  
 Size of Property(ies) 13.26 acres

**Proposed Action:**

Purpose and Description of Proposed Action: Type IV site plan  
review for a proposed apartment complex  
consisting of 82 units with an on-site  
leasing/management office  
 Proposed Use: 82 apartment units  
 Proposed No. of Phases (one year each): One

LAND USE APPLICATION FORM

**Authorizing Signatures:**

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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.

*David P. Zil*, President  
Applicant's Signature

1/4/16  
Date

*David P. Zil*, President  
Owner's Signature

1/4/16  
Date

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

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

EX-B

\* 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.



# APPLICATION MATERIALS REQUIRED FOR SITE PLAN REVIEW

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Submit the following to the City of Sherwood Planning Department, 22560 SW Pine St., Sherwood, OR 97140: (503) 925-2308.

It is strongly suggested that you have a pre-application meeting with the City prior to submitting for Site Plan Review. (See *Pre-application Process* form for information.)

**Note:** Clean Water Services (CWS) requires a pre-screening to determine if water quality sensitive areas exist on the property. If these sensitive areas exist, a Site Assessment and Service Provider Letter are required prior to submitting for Site Plan Review or undertaking any development. **This application will not be accepted without a completed Pre-Screening Form and if required a Service Provider Letter.** Please contact CWS at (503) 681-3600.

If the proposal is next to a Washington County roadway, the applicant must submit an Access Report (Traffic Study) to Washington County Department of Land Use and Transportation (503) 846-8761. **This application will not be accepted until an Access Report (Traffic Study) is submitted to Washington County and the Access Report is deemed complete by the County; or written verification from Washington County that an Access Report is not required is provided.**

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I. **FEES** - See City of Sherwood current Fee Schedule, which includes the "Publication/ Distribution of Notice" fee, at <http://www.sherwoodoregon.gov> Click on Government/Planning/Planning Fees.

**Note:** The above fees are required at the time you submit for site plan review. Additional fees will be charged for building permit, system development charges, impact fees and other fees applicable to the development. These fees will be charged when you make application for building permit. Building permit application will not be accepted until site plan approval is issued.

II. **BACKGROUND INFORMATION** (All materials to be collated & folded (not rolled) to create \*fifteen (15) sets).

\*Note that the *final* application must contain fifteen (15) folded sets of the above, however, upon initial submittal of the application and prior to completeness review, the applicant may submit three (3) complete folded sets with the application in lieu of fifteen (15), with the understanding that fifteen (15) complete sets of the application materials will be required before the application is deemed complete and scheduled for review.

**Application Form** – One original and fourteen (14) copies of a completed **City of Sherwood Application for Land Use Action** form. Original signatures from all owners must be on the application form.

Exh. B  **Documentation of Neighborhood Meeting** (Type III- Type V) - Affidavits of mailing, sign-in sheets and a summary of the meeting notes shall be included with the application.

Exh. C  **Tax Map** - Fifteen (15) copies of the latest Tax Map available from the Washington County Assessor's Office showing property within at least 300 feet with scale (1"=100' or 1"= 200') north point, date and legend.

**Mailing Labels** – Two (2) sets of mailing labels for property owners within 1,000 feet of the subject site, including a map of the area showing the properties to receive notice. Mailing labels can be obtained from a private title insurance company. Ownership records shall be based on the most current available information from the Tax Assessor's office. *It is the applicant's responsibility to provide mailing labels that accurately reflect all property owners that reside within 1,000 feet of the subject site.*

**Vicinity Map** – Fifteen (15) copies of a vicinity map showing the City limits and the Urban Growth Boundary.

**Narrative** – Fifteen (15) copies and **an electronic copy** of a narrative explaining the proposal in detail and a response to the Required Findings for Site Plan Review, located in Chapter 16 of the Municipal Code/Zoning & Development, Section 16.90.010. The Municipal Code/Zoning & Development is available online at [www.sherwoodoregon.gov](http://www.sherwoodoregon.gov), Click on Government/Municipal Code.

**Electronic Copy** – An electronic copy of the **entire** application packet. This should include all submittal materials (narrative, vicinity map, mailing labels, site plan, preliminary plat, etc.).

### III. REQUIRED PLANS

Submit fifteen (15) sets of the following folded full-size plans and an electronic copy in .PDF format. Plans must have:

- 1) The proposed name of the development. If a proposed project name is the same as or similar to other existing projects in the City of Sherwood, the applicant may be required to modify the project name.
- 2) The name, address and phone of the owner, developer, applicant and plan producer.
- 3) North arrow,
- 4) Legend,
- 5) Date plans were prepared and date of any revisions
- 6) Scale clearly shown. Other than architectural elevations, all plans must be drawn to an engineer scale.
- 7) All dimensions clearly shown.

**Existing Conditions Plan** - Existing conditions plan drawn to scale showing: property lines and dimensions, existing structures and other improvements such as streets and utilities, existing vegetation including trees, any floodplains or wetlands and any easements on the property. The existing conditions plan shall also include the slope of the site at 5-foot contour intervals



**Preliminary Development Plans-** Plans must be sufficient for the Hearing Authority to determine compliance with applicable standards. The following information is typically needed for adequate review:

1. The subject parcel (s), its dimensions and area.
2. The location and dimensions of proposed development, including the following:

Transportation

- a. Public and private streets with proposed frontage improvements including curb, gutters, sidewalks, planter strip, street lighting, distances to street centerline, pavement width, right-of-way width, bike lanes and driveway drops.
- b. Public and private access easements, width and location.
- c. General circulation plan showing location, widths and direction of existing and proposed streets, bicycle and pedestrian ways, and transit routes and facilities within 1/2 mile of the subject property.
- d. Show the location and distance to neighboring driveways and the width and locations of driveways located across the street.
- e. The location and size of accesses, sight distance and any fixed objects on collectors or arterial streets.
- f. Emergency accesses.
- g. Indicate the location and size of off-street parking spaces including curbing and wheel stop locations.
- h. Proposed transit facilities.
- i. Indicate loading and maneuvering areas.
- j. Delivery truck and bus circulation patterns.

Grading and Erosion Control

- k. Indicate the proposed grade at two (2)-foot contour intervals.
- l. Indicate the proposed erosion control measures to CWS standards (refer to CWS R&O 07-20).
- m. Show areas of cut and fill with areas of structural fill.
- n. Show the location of all retaining walls, the type of material to be used, the height of the retaining wall from the bottom of the footing to the top of the wall and the exposed height of the wall.

Utilities

- o. Utilities must be shown after proposed grade with 2-foot contour intervals.
- p. Map location, purpose, dimensions and ownership of easements.
- q. Fire hydrant locations and fire flows.
- r. Water, sewer and stormwater line locations, types and sizes.
- s. Clearly indicate the private and public portions of the system.
- t. Above-ground utilities and manhole locations.

Preliminary Stormwater Plan

- u. Show location, size and slope of water quality facility.
- v. Preliminary calculations justifying size of facility.

- w. The total square footage of the new and existing impervious area.
- x. The stormwater facility to CWS standards. (R&O 07-20).

Sensitive Areas

- y. Show any and all streams, ponds, wetlands and drainage ways.
- z. Indicate the vegetative corridor for sensitive areas to CWS standards. (R&O 07-20).
- aa. Indicate measures to avoid environmental degradation that meet CWS, DSL and Army Corp requirements.
- bb. Flood elevation.
- cc. Wetland delineation and buffering proposed.
- dd. Location and size of all trees greater than 5 inches DBH (indicate if trees are proposed for removal).

Land Use

- ee. The square footage of each building and a breakdown of square footage by use. (i.e. retail, office, industrial, residential, etc.).
- ff. Net buildable acres. (The land remaining after unbuildable areas are taken out, such as the floodplain and wetland areas).
- gg. Net density calculation for residential use.
- hh. Landscaping areas including the square footage of the site covered by landscaping and planting types. (refer to Ch. 5 of the Community Development Code).
- ii. Existing trees proposed to remain and trees to be removed and the drip-lines of trees proposed to remain.
- jj. Street tree location, size and type. (refer to Ch. 8, Section 8.304.06 of the Community Development Code).
- kk. Bicycle parking areas. (Refer to Ch 5 of the Community Development Code).
- ll. On-site pathways and sidewalk locations.
- mm. Structures proposed to be built and structures proposed to remain with their dimensions and the distances to property lines.
- nn. Outdoor storage areas and proposed screening.
- oo. Outdoor sales and merchandise display areas and proposed screening.
- pp. Truck loading and maneuvering areas.
- qq. Number of parking spaces and required parking calculations based on Section 5.302 of the Community Development Code.
- rr. The size and location of solid waste and recycle storage areas and screening.
- ss. Location, size and height of proposed free-standing signs.
- tt. Location, height and type of fencing and walls.
- uu. For each lot indicated the building envelope.



**Reduced - Proposed Development Plans** – One (1) reduced copies of the Proposed Development Plan on 8 1/2” by 11” sheets and fifteen (15) reduced copies on 11” by 17” sheets.



**Lighting Plan** – Photometric lighting plan indicating foot candle power on and along the perimeter of the site. Proposed locations, height and size of lights. (If outdoor lighting is proposed).



**Surrounding Land Uses** – Existing land use including nature, size and location of existing structures within 300 feet.

- Architectural Exterior** – Scaled architectural sketches and elevations of all proposed structures. Include a description of materials, textures and colors. Show the size, placement and dimensions of proposed wall signs on the elevation drawings. These drawings can be done at an architectural or engineering scale. If color is used, two color copies and eight black and white copies are acceptable.

IV. DOCUMENTS REQUIRED

- Title Report** – Two (2) copies of a current preliminary title report available from a private title insurance company.

- Ex. E  **CWS Service Provider Letter** – Four (4) copies of the CWS service provider letter

V. ADDITIONAL DOCUMENTS THAT MAY BE REQUIRED

- N/A  **Army Corps and DSL wetland applications and/or permits** – Four (4) copies of required Divisions of State Lands and/or Army Corp of Engineers permits and/or permit applications if applicable.

- Traffic Study** – Four (4) copies of a traffic study. (If required by the City Engineer).

- N/A  **Soils Analysis and/or Geotechnical Report** – Four (4) copies completed by a registered Soils Engineer or Geologist including measures to protect natural hazards. (If required by the City Engineer).

- Tree Report** – Two (2) copies of a tree report prepared by an arborist, forester, landscape architect, botanist or other qualified professional. (If required trees are on-site).

- N/A  **Natural Resource Assessment** – If required by Clean Water Services (CWS). The CWS Pre-Screening indicates as to whether this report is required or not.

- N/A  **Wetland Delineation Study** – if required by Oregon Division of State Lands (DSL) or the Army Corps of Engineers.

- N/A  **Other Special Studies and/or Reports** – if required by the Planning Director or the City Engineer to address issues identified in the pre-application meeting or during project review.

- Verification of compliance with other agency standards such as CWS, DSL, Army Corps of Engineers, ODOT, PGE, BPA, Washington County.



Home of the Tualatin River National Wildlife Refuge

## Pre-Application Conference Notes

PAC 15-07

Meeting Date: 8-3-15

Meeting Time: 1:30

Planning Staff Contact: Michelle Miller

### Site Plan\*

**PLEASE NOTE:** The conference and notes cannot cover all Code requirements and aspects related to site planning that should apply to the development of your site plan. Failure of the staff to provide information required by the Code shall not constitute a waiver of the applicable standards or requirements. It is recommended that a prospective applicant either obtain and read the Community Development Code or ask any questions of City staff relative to Code requirements prior to submitting an application.

Proposed project name: Sherwood Plaza Multi-family Development

**PROPOSAL DESCRIPTION:** The applicant proposes to construct an 82-unit housing development adjacent to the Sherwood ~~Marketplace~~ <sup>Plaza</sup>, an existing single story retail development. The applicant proposes 141 parking spaces with sidewalk separating the retail and multi-family development.

**APPLICANT:** Portland Fixture Limited Partnership, 16390 SW Langer Drive  
**Contact:** Brian Shahum – 503-925-1850 EXTENSION 308

**Owner:**

**PROPERTY LOCATION:** 16390 SW Langer., Sherwood, OR 97140

**TAX MAP(S)/LOT #(S):** 2S129 CB00400

Identified potential constraints/issues (wetlands, steep slopes, easements, etc)? Site is a vacant flag lot with a drive onto SW Sherwood Blvd. Site is filled with trees and a steep slope on a large portion of site.

**Based on the information provided, NECESSARY APPLICATIONS:** Site Plan,

ZONING DISTRICT DIMENSIONAL REQUIREMENTS (Refer to Code Section 16.22) Retail-Commercial, Multifamily is a permitted use within the RC zone so long as it is clearly secondary and must meet the dimensional standards of the High Density Residential Zone.

MINIMUM LOT SIZE: 82 units requires 8,000 square feet for first two units and 80 x 1,500 square feet

EXHIBIT A

for the additional units 120,000 square feet)= 2.93 acres

Must meet the residential lot setbacks

FRONT: 14 ft.                      SIDE: depends on height 5-7 ft. or infill standards                      REAR: 20 ft.

LOT WIDTH AT FRONT PROPERTY LINE: 25 ft.

LOT WIDTH AT BUILDING LINE: 60 ft.

MAXIMUM HEIGHT: 3 stories or 40 ft.

DENSITY: 16.8-24 UNITS PER ACRE

NARRATIVE (See Section 16.78.010 for a complete list of required application submittal materials)

The applicant shall submit a narrative which provides findings based on the applicable approval standards. Failure to provide a narrative or adequately address criteria would be reason to consider an application incomplete and delay review of the proposal. The applicant should review the code for applicable criteria.

CLEAN WATER SERVICES SERVICE PROVIDER LETTER

The applicant shall submit a CWS Service Provider Letter at time of application submittal. An application will not be deemed complete without a CWS Service Provider Letter or a CWS prescreening noting that a Service Provider Letter is not required.

SITE PLANNING (16.90)

Except for single and two family uses, and manufactured homes located on individual residential lots, but including manufactured home parks, no building permit shall be issued for a new building or structure, or for the substantial alteration of an existing structure or use, and no sign permit shall be issued for the erection or construction of a sign relating to such building or structure until the proposed development has been reviewed.

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

**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.
6. The proposed commercial, multi-family, institutional or mixed-use development is oriented to the pedestrian and bicycle, and to existing and planned transit facilities. Urban design standards include the following:
  - a. Primary, front entrances are located and oriented to the street, and have significant articulation and treatment, via facades, porticos, arcades, porches, portal, forecourt, or stoop to identify the entrance for pedestrians. Additional entrance/exit points for buildings, such as a postern, are allowed from secondary streets or parking areas.
  - b. Buildings are located adjacent to and flush to the street, subject to landscape corridor and setback standards of the underlying zone.
  - c. The architecture of buildings are oriented to the pedestrian and designed for the long term and be adaptable to other uses. Aluminum, vinyl, and T-111 siding are prohibited. Street facing elevations have windows, transparent fenestration, and divisions to break up the mass of any window. Roll up and sliding doors are acceptable. Awnings that provide a minimum 3 feet of shelter from rain are required unless other architectural elements are provided for similar protection, such as an arcade.
  - d. As an alternative to the standards in Section 16.90.020.D.6.a—c, the following Commercial Design Review Matrix may be applied to any commercial, multi-family, institutional or mixed use development (this matrix may not be utilized for developments within the Old Town Overlay). A development must propose a minimum of 60 percent of the total possible points to be eligible for exemption from the standards in Section 16.90.020.D.6.a—c. In addition, a development proposing between 15,001 and 40,000 square feet of floor area, parking or seating capacity and proposing a minimum of 80 percent of the total possible points from the matrix below may be reviewed as a Type II administrative review, per the standards of Section 16.72.010.A.2.

LANDSCAPING (16.92)- A landscaping plan is required at the time of the land use submittal

#### **16.92.030 - Site Area Landscaping and Perimeter Screening Standards**

##### **A. Perimeter Screening and Buffering**

##### **1. Perimeter Screening Separating Residential Zones:**

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

- b. The required screening shall have breaks, where necessary, to allow pedestrian access to the site.

The design of the wall or screening shall also provide breaks or openings for visual surveillance of the site and security.

c. Evergreen hedges used to comply with this standard shall be a minimum of thirty-six (36) inches in height at maturity, and shall be of such species, number and spacing to provide the required screening within one (1) year after planting.

## 2. Perimeter Landscaping Buffer

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

Because there is already a landscape buffer between this property and the Market Center, you will need to discuss in your narrative why this meets the Code and that it would be beneficial to have a more open area or internal access.

## 4. Amount and Type of Required Parking Area Landscaping

### a. Number of Trees required based on Canopy Factor

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

(1) Any combination of the following is required:

(i) One (1) large tree is required per four (4) parking spaces;

(ii) One (1) medium tree is required per three (3) parking spaces; or

(iii) One (1) small tree is required per two (2) parking spaces.

(iv) At least five (5) percent of the required trees must be evergreen.

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

### b. Shrubs:

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

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

### c. Ground cover plants:

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

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

## 5. Individual Landscape Islands Requirements

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

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

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

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

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

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

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

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

f. Exception to Landscape Requirement

PARKING AND CIRCULATION (16.94 and 16.96)

No building permits shall be issued until plans are approved providing for off-street parking and loading space as required by this Code. An off-street parking and loading plan shall accompany requests for building permits or site plan approvals.

According to Section 16.94.020, this development proposal is classified as multi-family, with a minimum of 1.25 parking spaces per 1 bedroom square feet of gross leasable area required.  $82 * 1.25 = 102$  spaces is an example for one bedroom units. Y

Options for parking include utilizing on street parking, joint parking arrangements, restriping or further clarifications of the spaces within the building.

Two (2) or more uses, structures, or parcels of land may utilize jointly the same parking and loading spaces when the peak hours of operation do not substantially overlap, provided that satisfactory evidence is presented to the City, in the form of deeds, leases, or contracts, clearly establishing the joint use.

Improved hard surface driveways are required in all commercial, industrial and multi-family developments.

Ingress and egress shall be shown from existing streets, consistent with the Transportation System Plan and Section VI of the Community Development Plan. Joint ingress/egress is strongly encouraged.

The minimum number of bicycle parking spaces recommended for this development is . Bicycle parking shall be conveniently located with respect to both the street right-of-way and at least one building entrance.

**A private pathway/sidewalk system extending throughout the development site shall be required to connect to existing development, to public rights-of-way with or without improvements, to parking and storage areas, to all building entrances in the development, to transit facilities within 500 feet of the site, to future phases of development and to parks and open spaces.**

SIGNS (16.102)

A separate permit is required for all permanent signs. Sign permits may be applied for through the Sherwood Building Department. Temporary sign permits are issued through the Sherwood Planning Department.

There is an existing non-conforming sign associated with this site. The height of the existing sign is 42 feet total for the plaza sign. If no substantial changes are made to the sign, it will continue to be non-conforming but allowed to remain.

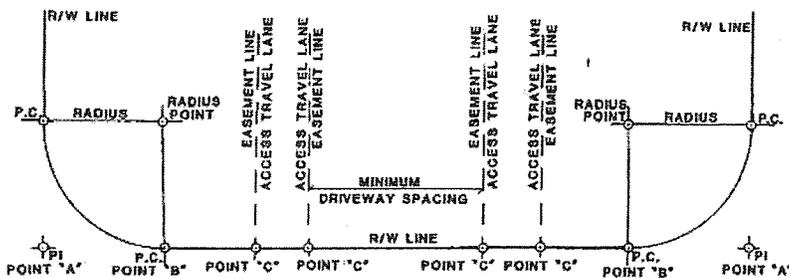
☒ PUBLIC IMPROVEMENTS (16.108)

**14. Vehicular Access Management**

All developments shall have legal access to a public road. Access onto public streets shall be permitted upon demonstration of compliance with the provisions of adopted street standards in the City of Sherwood Transportation Technical Standards and the standards of this Division.

A. Measurement: See the following access diagram where R/W = Right-of-Way; and P.I. = Point of-Intersection where P.I. shall be located based upon a 90 degree angle of intersection between ultimate right-of-way lines.

1. Minimum right-of-way radius at intersections shall conform to city standards. Where city standards do not exist, the County Road Standards shall apply.
2. All minimum distances stated in the following sections shall be governed by sight distance requirements according to County Road Standards.
3. All minimum distances stated in the following sections shall be measured to the nearest easement line of the access or edge of travel lane of the access on both sides of the road.
4. All minimum distances between accesses shall be measured from existing or approved accesses on both sides of the road.
5. Minimum spacing between driveways shall be measured from Point "C" to Point "C" as shown below:



B. Roadway Access

Where joint access is available it shall be used, provided that such use is consistent with Section 16.96.040, Joint Access. No use will be permitted direct access to a Collector within one-hundred (100) feet of any present Point "A." Minimum spacing between driveways (Point "C" to Point "C") shall be one-hundred (100) feet. In all instances, access points near an intersection with a Collector or Arterial shall be located beyond the influence of standing queues of the intersection in accordance with AASHTO standards. This requirement may result in access spacing greater than one hundred (100) feet.

Sanitary sewers shall be installed to serve all new developments and shall connect to existing sanitary sewer mains.

☒ WATER (16.112)

Water lines and fire hydrants conforming to City and Fire District standards shall be installed to serve all building sites in a proposed development. All waterlines shall be connected to existing water mains. The City contracts with Tualatin Valley Water District to oversee the water system. The water system must meet TVWD standards.

☒ STORM WATER (16.114)

Storm water facilities, including appropriate source control and conveyance facilities, shall be installed in new developments and shall connect to the existing downstream drainage systems. The storm water facilities must meet CWS standards, including detention and treatment.

FIRE (16.116)

All developments are required to comply with the regulations of Tualatin Valley Fire & Rescue. TVF&R regulations can be found on their website at: [www.tvfr.com/Dept/fm/const/index.html](http://www.tvfr.com/Dept/fm/const/index.html).

OVERHEAD UTILITIES (16.118)

All existing and proposed utilities must be placed underground, unless specifically authorized for above ground installation, because the points of connection to existing utilities make underground installation impractical, or for other reasons deemed acceptable by the Commission.

ENVIRONMENTAL RESOURCES (16.132)

PARKS, OPEN SPACE AND TREES

1. Open Space: A minimum of 20 % of the site area shall be retained in common open space. Required yard parking or maneuvering areas may not be substituted for open space

2. A minimum of 50% of required common open space shall be suitable for active recreational use.

HEAT AND GLARE (16.154)

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

APPLICABLE CODE CRITERIA

(These sections **must** be addressed in the narrative submitted with the land use application)

<input type="checkbox"/> Division II (Zoning Districts)	<input type="checkbox"/> 16.92 (Landscaping)	<input type="checkbox"/> 16.128 (Land Partitions)
<input type="checkbox"/> 16.20 High Density Residential	<input type="checkbox"/> 16.94 (Off-Street Parking and Loading)	<input type="checkbox"/> 16.130 (Property Line Adjustments)
<input type="checkbox"/> 16.58.010 (Clear Vision Areas)	<input type="checkbox"/> 16.96 (On-Site Circulation)	<input type="checkbox"/> 16.134.020 (Flood Plain Overlay)
<input type="checkbox"/> 16.58.020 (Additional Setbacks)	<input type="checkbox"/> 16.98 (On-Site Storage)	<input type="checkbox"/> 16.142 (Parks and Open Space)
<input type="checkbox"/> 16.80 (Plan Amendments)	<input type="checkbox"/> 16.102 (Signs)	<input type="checkbox"/> 16.146 (Noise)
<input type="checkbox"/> 16.82 (Conditional Uses)	<input type="checkbox"/> 16.108 (Streets)	<input type="checkbox"/> 16.148 (Vibrations)
<input type="checkbox"/> 16.86 (Variances)	<input type="checkbox"/> 16.110 (Sanitary Sewers)	<input type="checkbox"/> 16.150 (Air Quality)
<input type="checkbox"/> 16.86 (Temporary Uses)	<input type="checkbox"/> 16.112 (Water Supply)	<input type="checkbox"/> 16.152 (Odors)
<input type="checkbox"/> 16.88 (Interpretation of Similar Uses)	<input type="checkbox"/> 16.114 (Storm Water)	<input type="checkbox"/> 16.154 (Heat and Glare)
<input type="checkbox"/> 16.90 (Site Planning)	<input type="checkbox"/> 16.116 (Fire Protection)	<input type="checkbox"/> 16.162 (Old Town Overlay District)
	<input type="checkbox"/> 16.118 (Private Improvements)	<input type="checkbox"/> 16.166 (Landmark Designation)
	<input type="checkbox"/> 16.122 (Preliminary Plats)	
	<input type="checkbox"/> 16.124 (Final Plats)	
	<input type="checkbox"/> 16.126 (Design Standards)	

ADDITIONAL CONCERNS OR COMMENTS:

---

1. Property is zoned RC- is a zone change required? *No so long as the residential use is clearly secondary as shown by traffic study.*
2. Owner wants to keep property under one parcel, any issues: *No.*
3. Street dedications: The internal circulation drive may be private but access should be available between existing developments.
4. Access and egress, differ to City Engineer and TVFRD.
5. Off site improvements. Traffic study will show the impacts and whether any off site improvements are necessary.
6. Storm water: City Engineer will comment.
7. Parking: Based on number of bedrooms in each unit. If you want fewer than the required calculation, there are parking options that allowed for shared uses/joint use parking deductions.

Notice is to property owners within 1,000 foot radius of site.

Fees: Site Plan Type IV depending on size: estimated at \$7487.70

**Public Notice: \$ 465**

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

- 3 \* copies of Application Form** completely filled out and signed by the property owner (or person with authority to make decisions on the property).
- Copy of Deed** to verify ownership, easements, etc.
- At least 3 \* folded sets of plans**
- At least 3 \* sets of narrative** addressing application criteria
- Fee** (along with calculations utilized to determine fee if applicable)
- Signed checklist** verifying submittal includes specific materials necessary for the application process

\* **Note** that 15 copies are required for completeness; however, upon initial submittal applicants are encouraged to submit only 3 copies for completeness review. Prior to completeness, 15 copies and one full electronic copy will be required to be submitted.

The Planning Department will perform a preliminary review of the application and will determine whether an application is complete within 30 days of the counter submittal. Staff will notify the applicant if additional information or additional copies of the submitted materials are required.

The administrative decision or public hearing will typically occur approximately 45 to 60 days after an application is deemed complete by the Planning Department. Applications involving difficult or protracted issues or requiring review by other jurisdictions may take additional time to review. Written recommendations from the Planning staff are issued seven (7) days prior to the public hearing. A 14-day public appeal period follows all land use decisions.

**Affidavit of Mailing**

DATE: December 16, 2015

STATE OF OREGON       )  
  )  
Washington County     )

I, Melissa, representative for the Mercury Development proposed development project do hereby certify that the attached notice to adjacent property owners and recognized neighborhood organizations that are within 1,000 feet of the subject project, was placed in a U.S. Postal receptacle on Dec. 16, 2015.

Melissa Woodburn  
Representatives Name: Melissa Woodburn  
Name of the Organization: Mercury Development



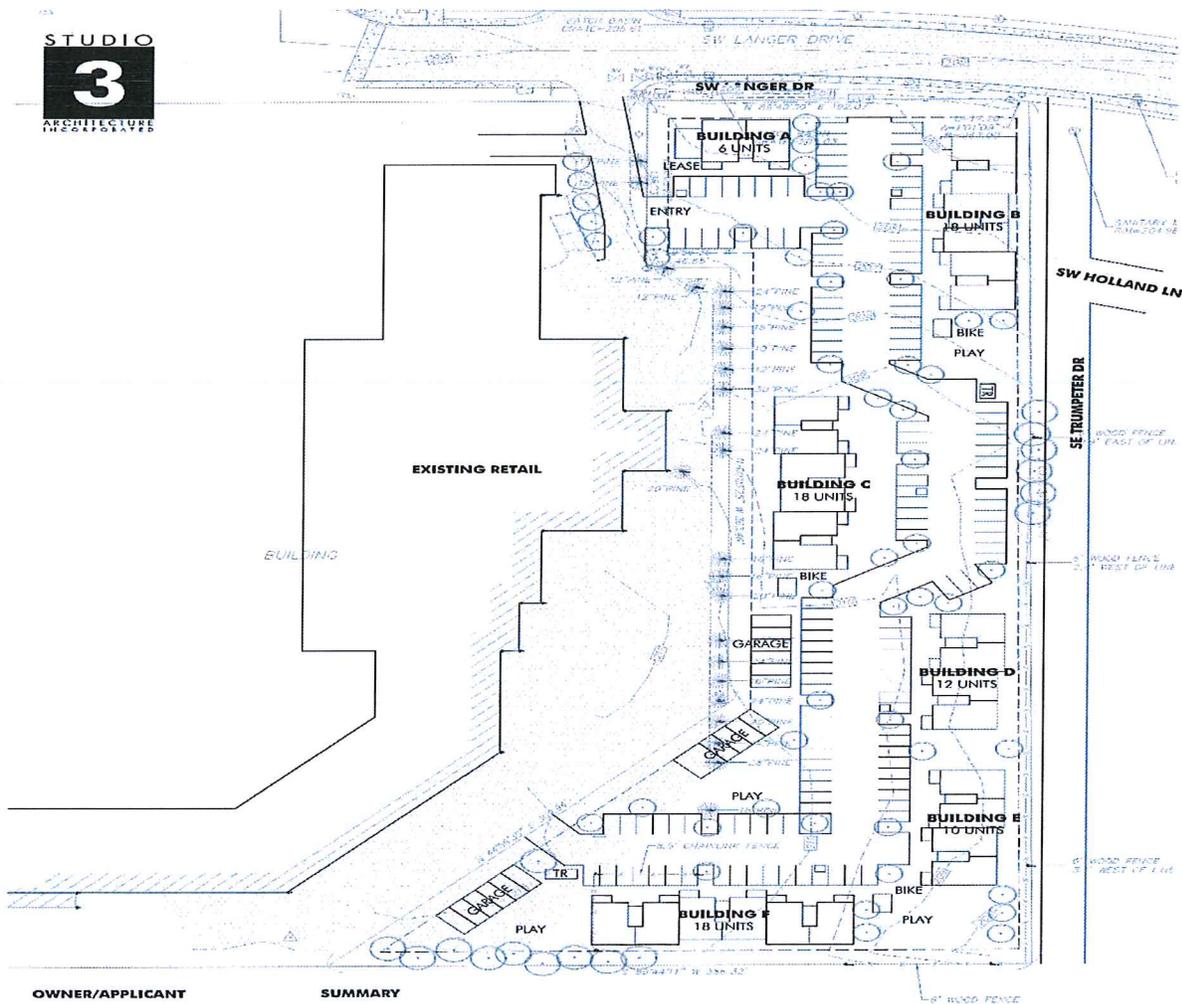
Susan M. Huey 1/6/16

Exhibit B

# NOTICE OF NEIGHBORHOOD MEETING

A Neighborhood Meeting will be held on January 4, 2016 at the Sherwood Police Department (20495 SW Borchers Drive) to inform the community about our proposed multi-family apartment project. Interested community members are encouraged to attend this meeting. Please contact Brian Shahum at 503-925-1850 for additional information.

**PROJECT PROPOSAL:** Mercury Development is proposing a multi-family apartment project East of Sherwood Plaza at 16390 SW Langer Drive. The project will include 82 apartments made up of studios, 1 bedroom, 2 bedrooms and 3 bedrooms. The project will include play areas, covered and uncovered parking, bike racks, a leasing office and gym for residents.



**OWNER/APPLICANT**

PORTLAND FIXTURE LIMITED PARTNERSHIP  
 BRIAN SHAHUM  
 16390 SW LANGER DRIVE  
 SHERWOOD, OREGON 97140  
 503-925-1850

**ARCHITECT**

STUDIO 3 ARCHITECTURE  
 GENE BOLANTE  
 222 COMMERCIAL STREET NE  
 SALEM, OREGON 97301  
 503-390-6500

**SUMMARY**

ASSUME HIGH DENSITY RESIDENTIAL (24 UNITS PER ACRE, 3.25 \* 24 = 82 MAX UNITS)  
 82 UNITS (AVG 750 SF EACH)  
 PARKING 82 \* 1.5 = 123 SPACES + 15% = 141 SPACES REQUIRED  
 142 SPACES PROVIDED  
 11 GARAGE SPACES

**1 SITE PLAN**

22 X 34 SCALE IS 1:30, AT 11 X 17 SCALE IS 1:60

14 SEPT 2015



## **Agenda**

6:30PM – Welcome

6:45PM – Project Presentation

7:15PM – Question and Answer

8:15PM – Meeting Adjourn

## **Meeting Information**

Date: January 4, 2016

Time: 6:45 PM

Location: 20495 SW Borchers Drive (Sherwood Police Department)

Contact: Brian Shahum, Mercury Development 503-925-1850



SHERWOOD CITY OF  
22560 SW PINE ST  
SHERWOOD, OR 97140

RATZLAF WALTER  
3234 NE WASCO ST  
PORTLAND, OR 97232

JMCM MORSE SHERWOOD LLC  
10515 SW ALLEN BLVD  
BEAVERTON, OR 97005

ARBOR TERRACE HOMEOWNERS  
ASSOCIATION

SHERWOOD, OR 97140

ARBOR TERRACE HOMEOWNERS  
ASSOCIATION

SHERWOOD, OR 97140

ARBOR TERRACE HOMEOWNERS  
ASSOCIATION

SHERWOOD, OR 97140

SHERWOOD CITY OF  
22560 SW PINE ST  
SHERWOOD, OR 97140

SHERWOOD CITY OF  
22560 SW PINE ST  
SHERWOOD, OR 97140

SHERWOOD CITY OF  
22560 SW PINE ST  
SHERWOOD, OR 97140

KANG DARRIN A  
16385 SW LANGER DR  
SHERWOOD, OR 97140

HANSEN GLENN M & HANSEN  
BRENDA L  
2525 NE 35TH PL  
PORTLAND, OR 97212

BRADLEY DANIEL W & BRADLEY  
DAVID J  
13525 SW 21ST ST  
BEAVERTON, OR 97008

KING GENE & KING JOSETTE  
PO BOX 294  
SHERWOOD, OR 97140

GIBBONS GARY D  
16526 SW 10TH ST  
SHERWOOD, OR 97140

MINOR DANA C  
16535 SW 10TH ST  
SHERWOOD, OR 97140

DYER DANIEL & DYER ANGELA  
16551 SW 10TH ST  
SHERWOOD, OR 97140

SCHNEIDER DIANNE  
16535 SW 11TH CT  
SHERWOOD, OR 97140

KASHDIN JACK B & KASHDIN  
DERENDA J  
16540 SW 11TH CT  
SHERWOOD, OR 97140

JOHNSON RAELENE F  
16557 SW 11TH CT  
SHERWOOD, OR 97140

MYERS HILTON W & MYERS  
ELIZABETH A  
PO BOX 698  
SHERWOOD, OR 97140

WOODBURY COLIN M & WOODBURY  
LINDA D  
16579 SW 11TH CT  
SHERWOOD, OR 97140

STRAATMAN FENNA RIENKINA  
16584 SW 11TH CT  
SHERWOOD, OR 97140

ZACH CANDEAUX & GIURLANI  
MADELINE E  
16593 SW 11TH CT  
SHERWOOD, OR 97140

DORN FRANK D & DORN  
RHODAJANE  
17427 SW ARBUTUS DR  
BEAVERTON, OR 97007

DORN FRANK & DORN RHODAJANE  
17427 SW ARBUTUS DR  
BEAVERTON, OR 97007

DORN FRANK D & DORN  
RHODAJANE REV LIV TRUST  
17427 SW ARBUTUS DR  
BEAVERTON, OR 97007

DORN FRANK & DORN RHODAJANE  
17427 SW ARBUTUS DR  
BEAVERTON, OR 97007

LARSON PATRICK & LARSON JOANN  
34801 SW SOUTH RANCH RD  
NEWBERG, OR 97132

LACHMAN DONALD & LACHMAN  
KAREN  
36675 NE WILSONVILLE RD  
NEWBERG, OR 97132

ALBRECHT JOANN MARIE  
PO BOX 643  
SHERWOOD, OR 97140

RENA ROBBINS BAIS  
16670 SW 12TH ST  
SHERWOOD, OR 97140

GRANT BARNABAS & GRANT KATIE  
16710 SW 12TH ST  
SHERWOOD, OR 97140

BRUTON MATTHEW W & BRUTON  
JERI L  
12720 SW ALLEN BLVD  
BEAVERTON, OR 97005

ROME SANFORD M & ROME  
MARILYN  
14645 SW WILLAMETTE ST  
SHERWOOD, OR 97140

HOPP RANDY & HOPP ALLAN  
PO BOX 150  
NEWBERG, OR 97132

JOHNSON GREGORY V & BONNIE  
JOHNSON  
1415 IRONBARK ST  
SAN LUIS OBISPO, CA 93401

SENFY RYAN & SENFY VALERIE  
16101 SW BALER WAY  
SHERWOOD, OR 97140

GOMEZ MAUREEN & GOMEZ  
THOMAS B  
16109 SW BALER WAY  
SHERWOOD, OR 97140

THIEL SCOTT J & THIEL LAURIE A  
21875 SW ELWERT RD  
SHERWOOD, OR 97140

ABBOTT COLIN & ABBOTT NINA  
16159 SW BALER WAY  
SHERWOOD, OR 97140

HAIMOTO TERRENCE S & HAIMOTO  
MARTA E  
16175 SW BALER WAY  
SHERWOOD, OR 97140

ARBOR TERRACE HOMEOWNERS  
ASSOCIATION  
21145 SW BALER WAY  
SHERWOOD, OR 97140

ENGEL BRIAN & ENGEL LACI  
17113 SW WOODHAVEN DR  
SHERWOOD, OR 97140

GOTO DEBORAH ANN KEIKO &  
BRYCE TANI  
21169 SW BALER WAY  
SHERWOOD, OR 97140

ROWLEY EMERSON T & ROWLEY  
ERIN F  
827 S PALMETTO ST  
CORNELIUS, OR 97113

SULLIVAN SEAN R  
21193 SW BALER WAY  
SHERWOOD, OR 97140

ARBOR TERRACE HOMEOWNERS  
ASSOCIATION  
21203 SW BALER WAY  
SHERWOOD, OR 97140

TRAN TIEN  
16745 NE OREGON ST  
PORTLAND, OR 97230

BLUETT PETER L & BLUETT KAREN  
N  
4725 SW JOSHUA ST  
TUALATIN, OR 97062

CRAIG NATALIE R  
21227 SW BALER WAY  
SHERWOOD, OR 97140

IRVINE MERLIN L & IRVINE DIANA L  
3620 NW COTTON PL  
BEND, OR 97703

STANAGE STEVEN G & STANAGE  
DORINE A  
PO BOX 3147  
NEWBERG, OR 97132

KERNAN HEATHER  
21247 SW BALER WAY  
SHERWOOD, OR 97140

ARBOR TERRACE HOMEOWNERS  
ASSOCIATION  
21303 SW BALER WAY  
SHERWOOD, OR 97140

LANGER CLARENCE DEAN &  
LANGER GARY W  
15585 SW TUALATIN SHERWOOD RD  
SHERWOOD, OR 97140

LI MING & ZHANG GUOLING  
3491 CASCADE TER  
WEST LINN, OR 97068

TANG RANDAL & HUYNH LINH  
21339 SW BALER WAY  
SHERWOOD, OR 97140

RICE DOUGLAS S  
17820 SW 111TH AVE  
TUALATIN, OR 97062

CANUCCI DAVE T & CANUCCI  
DANEAN A  
21363 SW BALER WAY  
SHERWOOD, OR 97140

SHERWOOD CITY OF  
22560 SW PINE ST  
SHERWOOD, OR 97140

PORTLAND GENERAL ELECTRIC  
COMPAN  
121 SW SALMON ST  
PORTLAND, OR 97204

BARAJAS GREGORIO & BARAJAS  
ROSA  
20403 SW BORCHERS DR  
SHERWOOD, OR 97140

SHERWOOD ICE ARENA LLC  
20407 SW BORCHERS DR  
SHERWOOD, OR 97140

SHERWOOD CITY OF  
22560 SW PINE ST  
SHERWOOD, OR 97140

SHERWOOD CITY OF  
22560 SW PINE ST  
SHERWOOD, OR 97140

ING JAMES DOUGLAS KEAUHOU  
154 KAHA ST  
KAILUA, HI 96734

WEISSMAN BRYAN & DEITCH  
REBECCA A  
15812 SW BRONNER LN  
SHERWOOD, OR 97140

DOERN ERIC J & BELL LAURIE L  
15820 SW BRONNER LN  
SHERWOOD, OR 97140

LEUNG KIT  
288 W VALLEY BLVD #205B  
ALHAMBRA, CA 91801

REINKEMEYER ANDREA  
15836 SW BRONNER LN  
SHERWOOD, OR 97140

STEWART JEAN M & STEWART  
PAUL W  
15844 SW BRONNER LN  
SHERWOOD, OR 97140

GROVE JOHN D & BEASLEY-GROVE  
VERONICA  
416 W ATHENS AVE  
CLOVIS, CA 93611

ERDMAN ALLISON  
15803 SW CENTURY DR  
SHERWOOD, OR 97140

ARNDT ELEANOR A & ARNDT  
RONALD C  
PO BOX 4625  
BEND, OR 97707

OLSON TIMOTHY & OLSON  
JENNIFER  
1724 SW VILLA RD  
SHERWOOD, OR 97140

VELIN ROBERT R & S DONNA  
18335 STANISLAUS ST  
FOUNTAIN VALLEY, CA 92708

ASPARRO JAMES & ASPARRO  
JANET  
14923 AMBERWOOD CIR  
LAKE OSWEGO, OR 97035

SILVA WARREN J & SILVA KRISTIN  
15843 SW CENTURY DR  
SHERWOOD, OR 97140

MANLEY JOEL R & HOUSTON  
NICOLE Y  
15861 SW CENTURY DR  
SHERWOOD, OR 97140

BAILEY LINDA  
15869 SW CENTURY DR  
SHERWOOD, OR 97140

NAGY BRENT J  
15877 SW CENTURY DR  
SHERWOOD, OR 97140

ACKELSON JULIE A  
15885 SW CENTURY DR  
SHERWOOD, OR 97140

ARBOR TERRACE HOMEOWNERS  
ASSOCIATION  
15892 SW CENTURY DR  
SHERWOOD, OR 97140

BIR SUNFIELD LLC & MARVIN F  
POER & CO  
18818 TELLER AVE #277  
IRVINE, CA 92612

NATIONWIDE HEALTH PROPERTIES  
INC  
610 NEWPORT CENTER DR #1150  
NEWPORT BEACH, CA 92660

DAHN WILLIAM J  
12333 SW KING GEORGE DR  
PORTLAND, OR 97224

RANJAN MANISH & SINGH JUHI  
16540 SW DAFFODIL ST  
SHERWOOD, OR 97140

FAMILY SKORO  
1635 SE GRAND AVE  
PORTLAND, OR 97214

SCHRICKER THEODOR KARL &  
SUSAN BARBARA  
1533 HILTON CT  
SAN JOSE, CA 95130

ADAMS SCOTT & ADAMS ALTA  
16606 SW DAFFODIL ST  
SHERWOOD, OR 97140

RIQUELME PATRICIO & RIQUELME  
MEGAN  
PO BOX 173  
SHERWOOD, OR 97140

ROTHENBERGER BARBARA KAY &  
WAYNE CURTIS  
16633 SW DAFFODIL ST  
SHERWOOD, OR 97140

GAEBE ALISSA & WEBER-GAEBE  
SHIRLEY C  
16638 SW DAFFODIL ST  
SHERWOOD, OR 97140

ESPARZA JORGE A & ESPERANZA  
PALMA  
16656 SW DAFFODIL ST  
SHERWOOD, OR 97140

GEORGE ROBERT A  
16670 SW DAFFODIL ST  
SHERWOOD, OR 97140

ALBERTS RICHARD & ALBERTS  
COURTNEY  
16675 SW DAFFODIL ST  
SHERWOOD, OR 97140

CATON JEFF & CATON HEATHER  
16677 SW DAFFODIL ST  
SHERWOOD, OR 97140

BECKER MARTIN S & BECKER LORI  
A  
15156 SW 107TH TER  
PORTLAND, OR 97224

IOQUA PROPERTIES LLC  
1220 SKYLAND DR  
LAKE OSWEGO, OR 97034

HEMP JUSTIN M & HURLEY URSULA  
A  
16699 SW DAFFODIL ST  
SHERWOOD, OR 97140

HOTTMANN GREGG A  
PO BOX 261  
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9303 SW 55TH AVE  
PORTLAND, OR 97219

BONZI CARLOS DANIEL & DIAZ  
MARISA ALEJANDRA  
16730 SW DAFFODIL ST  
SHERWOOD, OR 97140

DAVIS JOHN R & DAVIS CINDY M  
24007 SW ASPEN LAKES DR  
SHERWOOD, OR 97140

LEE DONALD C & LEE JANET L  
16744 SW DAFFODIL ST  
SHERWOOD, OR 97140

MURAR DAVID & MURAR VICTORIA  
15100 SW IVY GLENN CT  
BEAVERTON, OR 97007

CHAVELAS FLORENTINO E  
PO BOX 2154  
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JARMER LUKE J  
16765 SW DAFFODIL ST  
SHERWOOD, OR 97140

BORICA GARDENS LLC  
6701 OAKWOOD PL  
ARLINGTON, WA 98223

KAPPUS LEO & KAPPUS LISA  
9827 SE ECKLER AVE  
PORTLAND, OR 97222

GALINDO ANTHONY & GALINDO  
KIMBERLY  
16789 SW DAFFODIL ST  
SHERWOOD, OR 97140

SMITH TIMOTHY & SMITH JOSIE  
16800 SW DAFFODIL ST  
SHERWOOD, OR 97140

NEUSTEL JANELLE & NEUSTEL  
KRISTOPHER  
16824 SW DAFFODIL ST  
SHERWOOD, OR 97140

PROVIDENCE HEALTH SYSTEM  
OREGON  
4400 NE HALSEY ST #2  
PORTLAND, OR 97213

MUTCH J GORDON & MUTCH  
BRENDA K  
21511 SW GLENCO CT  
SHERWOOD, OR 97140

WILDSCHUT COLIN & WILDSCHUT  
BECKI  
17273 SW NOBLE FIR CT  
SHERWOOD, OR 97140

DAMATO IRVYL E  
2803 NE 173RD CT  
VANCOUVER, WA 98682

AZNOE BRIAN & AZNOE RAINY  
21556 SW GLENCO CT  
SHERWOOD, OR 97140

NEIL JAHARI  
21569 SW GLENCO CT  
SHERWOOD, OR 97140

ARIZA MARK J & ARIZA ERIN L  
21574 SW GLENCO CT  
SHERWOOD, OR 97140

BONAR IVA JEAN & BONAR  
KENNETH E  
21585 SW GLENCO CT  
SHERWOOD, OR 97140

MARY SATTLER  
21592 SW GLENCO CT  
SHERWOOD, OR 97140

HERNANDEZ-PEREZ FIDEL &  
HERNANDEZ REBECCA E  
16623 SW GLENEAGLE DR  
SHERWOOD, OR 97140

DEEGAN MELVIN  
16645 SW GLENEAGLE DR  
SHERWOOD, OR 97140

FOREMAN RICHARD  
16667 SW GLENEAGLE DR  
SHERWOOD, OR 97140

GARCIA-LEWIS YURIANA S  
16719 SW GLENEAGLE DR  
SHERWOOD, OR 97140

SHERMAN LOUIS J & SHERMAN  
EMMA  
16735 SW GLENEAGLE DR  
SHERWOOD, OR 97140

HILL RONALD R & HILL RHONDA L  
16751 SW GLENEAGLE DR  
SHERWOOD, OR 97140

TURNER STEVEN R  
15891 SW DIVISION ST  
SHERWOOD, OR 97140

ZOBRIST ROBERT & ZOBRIST  
SHAUNA  
21595 SW 110TH PL  
TUALATIN, OR 97062

MESSENGER RICHARD W  
16028 SW HOLLAND LN  
SHERWOOD, OR 97140

RANSOM ALAN  
16040 SW HOLLAND LN  
SHERWOOD, OR 97140

FEDERAL HM LN MTG CORP  
8200 JONES BRANCH DR  
MC LEAN, VA 22102

VENTURA CHRISTOPHER H &  
VENTURA CRYSTAL MARIE  
16060 SW HOLLAND LN  
SHERWOOD, OR 97140

ARBOR TERRACE HOMEOWNERS  
ASSOCIATION  
16066 SW HOLLAND LN  
SHERWOOD, OR 97140

HOLLAND STREET HOLDINGS LLC  
22021 SW SHERWOOD BLVD  
SHERWOOD, OR 97140

MCRAVEY SHAUN  
2207 SW FISK TER  
SHERWOOD, OR 97140

CASTO KORY C  
16084 SW HOLLAND LN  
SHERWOOD, OR 97140

BERGIN CORRIE  
16089 SW HOLLAND LN  
SHERWOOD, OR 97140

ELSENBACH ADAM  
16096 SW HOLLAND LN  
SHERWOOD, OR 97140

MARTELL OSAMA A  
6 ANTHURIUM CT  
DANVILLE, CA 94506

ARBOR TERRACE HOMEOWNERS  
ASSOCIATION  
16101 SW HOLLAND LN  
SHERWOOD, OR 97140

WIJAYA AIDA  
16103 SW HOLLAND LN  
SHERWOOD, OR 97140

OH SIJUNG  
13400 NW HOGAN ST  
PORTLAND, OR 97229

WOO CHEE W & WU HSIAO P  
23921 SW RED FERN DR  
SHERWOOD, OR 97140

REMMERS FAMILY LLC  
735 SW 158TH AVE  
BEAVERTON, OR 97006

ZOBRIST ROBERT & ZOBRIST  
SHAUNA  
22467 SW ASH ST  
SHERWOOD, OR 97140

REMMERS FAMILY LLC  
735 SW 158TH AVE  
BEAVERTON, OR 97006

KOYFMAN VALERY & KOYFMAN  
ANNA  
16129 SW HOLLAND LN  
SHERWOOD, OR 97140

CORONA CARLOS  
16130 SW HOLLAND LN  
SHERWOOD, OR 97140

TAYLOR GREGORY  
16141 SW HOLLAND LN  
SHERWOOD, OR 97140

ASH DAVID W  
16142 SW HOLLAND LN  
SHERWOOD, OR 97140

REBER AARON V & REBER LISA Y  
16149 SW HOLLAND LN  
SHERWOOD, OR 97140

SCHRIVER ALLAHNA J  
16150 SW HOLLAND LN  
SHERWOOD, OR 97140

WRIGHT RAYMOND H  
16155 SW HOLLAND LN  
SHERWOOD, OR 97140

SHIELDS NATASHA  
19355 SW 65TH AVE  
TUALATIN, OR 97062

BHASKARAN BISSY  
16163 SW HOLLAND LN  
SHERWOOD, OR 97140

NATIONSTAR MTG LLC  
8950 CYPRESS WATERS BLVD  
COPPELL, TX 75019

HOWARD-BURNS JUDITH K  
16169 SW HOLLAND LN  
SHERWOOD, OR 97140

HESS SHAYNE & HESS TIFFANY  
16176 SW HOLLAND LN  
SHERWOOD, OR 97140

WEATHERMAN KIMBERLY  
16181 SW HOLLAND LN  
SHERWOOD, OR 97140

MILLER KATIE  
16182 SW HOLLAND LN  
SHERWOOD, OR 97140

V MORTGAGE REO 1 LLC  
55 BEATTIE PL #100  
GREENVILLE, SC 29601

BARR GERI  
16194 SW HOLLAND LN  
SHERWOOD, OR 97140

DIXON ANDREW & DIXON KIRSTEN  
22021 SW SHERWOOD BLVD  
SHERWOOD, OR 97140

ESCHENBACH RALPH  
20 OAKHILL DR  
REDWOOD CITY, CA 94062

LOAR CHRISTIAN & LOAR ASHLEY  
16208 SW HOLLAND LN  
SHERWOOD, OR 97140

ARBOR TERRACE HOMEOWNERS  
ASSOCIATION  
16219 SW HOLLAND LN  
SHERWOOD, OR 97140

TOMLINSON KIRA  
78820 DOHERTY RD  
HERMISTON, OR 97838

SCHWEITZER MELISSA  
16227 SW HOLLAND LN  
SHERWOOD, OR 97140

BARTEL VILMA  
16228 SW HOLLAND LN  
SHERWOOD, OR 97140

LASHER JANET M  
16233 SW HOLLAND LN  
SHERWOOD, OR 97140

HIBBITTS THOMAS S & HIBBITTS  
ERNA E  
16234 SW HOLLAND LN  
SHERWOOD, OR 97140

BLACK TARAH  
16245 SW HOLLAND LN  
SHERWOOD, OR 97140

PACE DONNA  
16246 SW HOLLAND LN  
SHERWOOD, OR 97140

PASTORE KELLY  
23832 SW HERON LAKES DR  
SHERWOOD, OR 97140

TAYLOR SHELLY  
16254 SW HOLLAND LN  
SHERWOOD, OR 97140

ROBERTS KRISTIN  
16259 SW HOLLAND LN  
SHERWOOD, OR 97140

HOWELL KATRINA M  
16260 SW HOLLAND LN  
SHERWOOD, OR 97140

KOBZINA DAVID M & KOBZINA JOHN  
W  
16326 SW KEDA CT  
SHERWOOD, OR 97140

ONEIL MICHAEL C  
16331 SW KEDA CT  
SHERWOOD, OR 97140

LAVINE PHILLIP  
16348 SW KEDA CT  
SHERWOOD, OR 97140

CORNWELL RON  
16359 SW KEDA CT  
SHERWOOD, OR 97140

DOWDELL JAMES P & DOWDELL  
ELIZABETH  
16370 SW KEDA CT  
SHERWOOD, OR 97140

MILLIGAN WILLIAM A  
16387 SW KEDA CT  
SHERWOOD, OR 97140

JIMENEZ RACHEL & JIMENEZ JUAN  
16392 SW KEDA CT  
SHERWOOD, OR 97140

HELBIG JEFFREY  
16415 SW KEDA CT  
SHERWOOD, OR 97140

BRUINGTON WARD L  
16240 SW KEDA CT  
SHERWOOD, OR 97140

NISHIOKA RYAN & NISHIOKA MONA  
L  
16443 SW KEDA CT  
SHERWOOD, OR 97140

TAVERA HENRI  
16448 SW KEDA CT  
SHERWOOD, OR 97140

JOHNSON KATHERINE & JOHNSON  
VERNON  
16471 SW KEDA CT  
SHERWOOD, OR 97140

GREENE TAMARA & GREENE  
MICHAEL  
16476 SW KEDA CT  
SHERWOOD, OR 97140

MARTIN DEAN EDWARD & MARTIN  
CHRISTINE LEE  
15970 SW LANGER DR  
SHERWOOD, OR 97140

HAAS PAUL ANTHONY & JEONGHEE  
CHOI  
22198 SW FISK TER  
SHERWOOD, OR 97140

LUPP KEVIN E & ROBERSON  
AMANDA G  
15988 SW LANGER DR  
SHERWOOD, OR 97140

HAUCK ALICIA M & HAUCK RYAN A  
14612 SW 133RD AVE  
PORTLAND, OR 97224

AIRINGTON KENNETH  
16044 SW LANGER DR  
SHERWOOD, OR 97140

DIAZ-RAMIREZ JORGE F & HARP  
DENISE L  
16050 SW LANGER DR  
SHERWOOD, OR 97140

LIM SUNG HO & KANG TINA J  
16062 SW LANGER DR  
SHERWOOD, OR 97140

AGUILERA LEO & AGUILERA CAROL  
16070 SW LANGER DR  
SHERWOOD, OR 97140

SIX CORNERS LLC  
16390 SW LANGER DR  
SHERWOOD, OR 97140

KANG ENTERPRISES INC  
16385 SW LANGER DR  
SHERWOOD, OR 97140

CHEVRON USA INC  
PO BOX 1392  
BAKERSFIELD, CA 93302

CHEVRON USA INC  
PO BOX 1392  
BAKERSFIELD, CA 93302

NGUYEN NGOC OANH THI & KHOA  
VU  
4219 NE 73RD AVE  
PORTLAND, OR 97218

ALPROP LLC  
6149 SW SHATTUCK RD  
PORTLAND, OR 97221

ENSERV LLC  
20945 SW PACIFIC HWY  
SHERWOOD, OR 97140

ENSERV LLC  
20945 SW PACIFIC HWY  
SHERWOOD, OR 97140

HUBBARD TIMOTHY & HUBBARD  
CARLA  
17153 SW KINGLET DR  
SHERWOOD, OR 97140

CONROAD ASSOCIATES & ABRAMS  
LLOYD LLOYD  
907 CAMINO SANTANDER  
SANTA FE, NM 87505

DVA MEDICAL LLC  
3130 NE ALAMEDA TER  
PORTLAND, OR 97212

CONROAD ASSOCIATES & ABRAMS  
LLOYD LLOYD  
907 CAMINO SANTANDER  
SANTA FE, NM 87505

WAG SHERWOOD LLC & WALGREEN  
CO  
PO BOX 1159  
DEERFIELD, IL 60015

CHEVRON USA INC  
PO BOX 1392  
BAKERSFIELD, CA 93302

CHEVRON USA INC  
PO BOX 1392  
BAKERSFIELD, CA 93302

PFEIFER FAMILY LIMITED  
PARTNERSH  
12324 SE VERLIE ST  
HAPPY VALLEY, OR 97086

PFEIFER DONALD V & PFEIFER  
VIRGINIA E TRUST  
12324 SE VERLIE ST  
HAPPY VALLEY, OR 97086

HAVEL NELSON & HAVEL LORITA  
15819 SW RED CLOVER LN  
SHERWOOD, OR 97140

HEBERT ROY & HEBERT LINDA  
15843 SW RED CLOVER LN  
SHERWOOD, OR 97140

CURTIS CYNTHIA  
15848 SW RED CLOVER LN  
SHERWOOD, OR 97140

BONE WILLIAM & BONE MARY  
15862 SW RED CLOVER LN  
SHERWOOD, OR 97140

HIGEL JOSEPH & HIGEL MARIE  
15867 SW RED CLOVER LN  
SHERWOOD, OR 97140

DRAPER RICK A  
15886 SW RED CLOVER LN  
SHERWOOD, OR 97140

VAUBLE RICK A & VAUBLE TAMI L  
15891 SW RED CLOVER LN  
SHERWOOD, OR 97140

SHULTS NORMAN L & SHULTS  
PATTY K  
15910 SW RED CLOVER LN  
SHERWOOD, OR 97140

LADWIG CHARLES & LADWIG  
JANICE  
15915 SW RED CLOVER LN  
SHERWOOD, OR 97140

CARL JONATHAN D & CARL NANCY  
K  
15934 SW RED CLOVER LN  
SHERWOOD, OR 97140

BADOULI JILL & ABDELMAJID  
BADOULI  
17481 SW FITCH CT  
SHERWOOD, OR 97140

PARKER JOE A  
15958 SW RED CLOVER LN  
SHERWOOD, OR 97140

HARRIS JAELYN  
15963 SW RED CLOVER LN  
SHERWOOD, OR 97140

OLVERA FELIPE E & OLVERA LISA C  
15980 SW RED CLOVER LN  
SHERWOOD, OR 97140

PEDGINSKI THOMAS & PEDGINSKI  
STACIE  
15985 SW RED CLOVER LN  
SHERWOOD, OR 97140

ROSSETTI MICHAEL & ROSSETTI  
DOLORES  
307 IRONWOOD DR  
NEWBERG, OR 97132

CHRISTENSEN JESSE R  
16007 SW RED CLOVER LN  
SHERWOOD, OR 97140

PEDERSEN DOUGLAS A  
16018 SW RED CLOVER LN  
SHERWOOD, OR 97140

BANFUL EMMANUEL & BANFUL  
MARY  
9875 NW MEADOW LAKE RD  
CARLTON, OR 97111

LINDGREN JEFFREY M & LINDGREN  
JENNIFER S  
16040 SW RED CLOVER LN  
SHERWOOD, OR 97140

TRAN MICHELOB QUE & TRAN  
MICHELE L  
16045 SW RED CLOVER LN  
SHERWOOD, OR 97140

STEVENS KENNETH R & STEVENS  
PEGGY M  
13680 SW MORGAN RD  
SHERWOOD, OR 97140

CAREY JAMES A & CAREY  
JENNIFER L  
16067 SW RED CLOVER LN  
SHERWOOD, OR 97140

DISS CHRISTINA J  
16084 SW RED CLOVER LN  
SHERWOOD, OR 97140

160859 SW RED CLOVER LN LLC  
16089 SW RED CLOVER LN  
SHERWOOD, OR 97140

SAFEWAY STORE 1800  
PO BOX 523  
CLACKAMAS, OR 97015

REGENCY REALTY GROUP INC  
PO BOX 790830  
SAN ANTONIO, TX 78279

SCHACH KATHRYN ANDERSON &  
ANDERSON ERIC JOHN  
18007 SW BELTON RD  
SHERWOOD, OR 97140

KCB REAL ESTATE HOLDINGS LLC  
3611 SE 20TH AVE #300  
PORTLAND, OR 97202

GOLDEN ARCH LIMITED PA &  
DOUBLE K VENTURES INC  
8255 SW HUNZIKER ST #101  
PORTLAND, OR 97223

DORN FRANK & DORN RHODAJANE  
17427 SW ARBUTUS DR  
BEAVERTON, OR 97007

BRANDS SALLIE M  
16220 SW KING CHARLES AVE  
PORTLAND, OR 97224

DORN FRANK P & DORN  
RHODAJANE  
17427 SW ARBUTUS DR  
BEAVERTON, OR 97007

SCHWIER DAWN  
10900 SW 76TH PL #16  
PORTLAND, OR 97223

STEWART TERRACE APARTMENTS  
LLC & GUARDIAN DEVELOPMENT  
710 NW 14TH AVE  
PORTLAND, OR 97209

KWDS LLC  
PO BOX 145  
WILSONVILLE, OR 97070

ARBOR TERRACE HOMEOWNERS  
ASSOCIATION  
21202 SW SILO TER  
SHERWOOD, OR 97140

ARBOR TERRACE HOMEOWNERS  
ASSOCIATION  
21205 SW SILO TER  
SHERWOOD, OR 97140

BANK OF NEW YORK MELLO 2005-  
85CB  
3815 S WEST TEMPLE  
SALT LAKE CITY, UT 84115

KERR CHARLES J & KERR DONNA M  
7028 SHORT OAK WAY  
ORANGEVALE, CA 95662

SLEZAK JAY  
21217 SW SILO TER  
SHERWOOD, OR 97140

TALMICH BEN J & TALMICH TERESA  
E  
21223 SW SILO TER  
SHERWOOD, OR 97140

ASPARRO JAMES & ASPARRO  
JANET  
14923 AMBERWOOD CIR  
LAKE OSWEGO, OR 97035

CHAO STEPHEN  
3075 SW 70TH AVE  
PORTLAND, OR 97225

PROMPRABTUK PREECHA  
21232 SW SILO TER  
SHERWOOD, OR 97140

DARIO NEMECIA S SURVIVORS  
21240 SW SILO TER  
SHERWOOD, OR 97140

BISKEY HOLLY  
PO BOX 788  
SHERWOOD, OR 97140

HOGAN WILLIAM MATTHEW &  
HOGAN NICOLE S  
PO BOX 142  
LAKE OSWEGO, OR 97034

ARBOR TERRACE HOMEOWNERS  
ASSOCIATION  
21252 SW SILO TER  
SHERWOOD, OR 97140

JJB PROPERTIES LLC  
21540 SW 110TH PL  
TUALATIN, OR 97062

VEROTSKY STEPHEN E  
21269 SW SILO TER  
SHERWOOD, OR 97140

TRUMPOWER CYNTHIA  
21275 SW SILO TER  
SHERWOOD, OR 97140

SHERWOOD JASON & SHERWOOD  
LINNEA  
21283 SW SILO TER  
SHERWOOD, OR 97140

DIXON ANDREW & DIXON KIRSTEN  
23675 SW ROBSON TER  
SHERWOOD, OR 97140

DIAMOND GEORGE & DIAMOND  
PAULA  
18380 RIVER EDGE LN  
LAKE OSWEGO, OR 97034

DIESTEL RHONDA  
21309 SW SILO TER  
SHERWOOD, OR 97140

PAYNE JOHN B & PAYNE JEAN C  
REV LIV TRUST  
21317 SW SILO TER  
SHERWOOD, OR 97140

MCMILLEN MICHAEL P & MCMILLEN  
AMANDA C  
21329 SW SILO TER  
SHERWOOD, OR 97140

THAYER LAUREN  
21337 SW SILO TER  
SHERWOOD, OR 97140

WARHURST VICKI L  
4763 SILETZ HWY  
LINCOLN CITY, OR 97367

MANGELS MARSHA E & SCHUMAN  
KEITH M  
15907 SW SPRINGTOOTH LN  
SHERWOOD, OR 97140

NGAN LY  
14324 SW WHITNEY LN  
SHERWOOD, OR 97140

SHEARER JEFFREY W & SHEARER  
ANGELA M  
18166 MEADOWLARK LN  
LAKE OSWEGO, OR 97034

THIELEN JEROME E & THIELEN  
NANCY L  
15968 SW SPRINGTOOTH LN  
SHERWOOD, OR 97140

RYAN DANA L  
15975 SW SPRINGTOOTH LN  
SHERWOOD, OR 97140

SPRINGTOOTH LLC  
1447 LAKE FRONT RD  
LAKE OSWEGO, OR 97034

RETZLAFF GREG & RETZLAFF  
WENDY LIVING TRUST  
12345 SW KAME TERRACE CT  
SHERWOOD, OR 97140

FABIAN BRUCE G & FABIAN NICOLE  
A  
16016 SW SPRINGTOOTH LN  
SHERWOOD, OR 97140

SAVAGE PAUL & SAVAGE MELODY  
16021 SW SPRINGTOOTH LN  
SHERWOOD, OR 97140

LIVING FOX  
1770 HUCKLEBERRY ST  
PAHRUMP, NV 89048

SILVERMAN BRIAN J & SILVERMAN  
AMY  
18334 NE 103RD CT  
REDMOND, WA 98052

MIFFLIN CAROLYN J  
16060 SW SPRINGTOOTH LN  
SHERWOOD, OR 97140

AMBER INVESTMENTS LLC  
458 5TH ST  
LAKE OSWEGO, OR 97034

WILEY HUGH L & WILEY CHRISTINE  
L  
16082 SW SPRINGTOOTH LN  
SHERWOOD, OR 97140

LEECH MATHEW T E & LEECH RAINA  
L  
16087 SW SPRINGTOOTH LN  
SHERWOOD, OR 97140

WARNER GLEN & WARNER JANICE  
15985 SW ORIOLE CT  
SHERWOOD, OR 97140

STUDTMAN CLAY  
16135 SW STETSON ST  
SHERWOOD, OR 97140

RUSSELL CHRISTINA M & RUSSELL  
MICHAEL R  
16150 SW STETSON ST  
SHERWOOD, OR 97140

FLORES YOLANDA  
16157 SW STETSON ST  
SHERWOOD, OR 97140

SMITH PAULA L  
16172 SW STETSON ST  
SHERWOOD, OR 97140

VANARCKEN PAUL R  
16181 SW STETSON ST  
SHERWOOD, OR 97140

TULL CHRISTOPHER M & TULL ERIN  
E  
16194 SW STETSON ST  
SHERWOOD, OR 97140

DAY JENNIFER L  
16220 SW STETSON ST  
SHERWOOD, OR 97140

JOHNSON ANGELA  
16243 SW STETSON ST  
SHERWOOD, OR 97140

TRICE JAMES  
16248 SW STETSON ST  
SHERWOOD, OR 97140

BECQUET GARY D & BECQUET  
DONNA MAE  
16271 SW STETSON ST  
SHERWOOD, OR 97140

JEFFREY JOEL W & JEFFREY  
COLLEEN M  
16276 SW STETSON ST  
SHERWOOD, OR 97140

VANAUSTEN PATRICIA M &  
VANAUSTEN CARL  
20668 SW SUN DROP PL  
SHERWOOD, OR 97140

MCCLOSKEY KIM R  
20680 SW SUN DROP PL  
SHERWOOD, OR 97140

WOLF BENJAMIN  
804 SW WILLIAMSBURG WAY  
BEAVERTON, OR 97006

FISCHER BRYAN R & FISCHER  
JANINE M  
21500 SW TRUMPETER DR  
SHERWOOD, OR 97140

PELLETIER TED W  
1500 SW 5TH AVE #1806  
PORTLAND, OR 97201

KOCH NATHAN & VAUGHAN  
BETHANY  
21607 SW TRUMPETER DR  
SHERWOOD, OR 97140

CUNNINGHAM SCOTT M  
21635 SW TRUMPETER DR  
SHERWOOD, OR 97140

MGP X PROPERTIES LLC &  
MERLONE GEIER MGMT LLC  
425 CALIFORNIA ST  
SAN FRANCISCO, CA 94104

LES SCHWAB TIRE CENTERS OF  
OREGO  
PO BOX 5350  
BEND, OR 97708

MGP X PROPERTIES LLC &  
MERLONE GEIER MGMT LLC  
425 CALIFORNIA ST  
SAN FRANCISCO, CA 94104

JUNIPER RIDGE INVESTMENTS LLC  
& DEERING MGMT GROUP INC  
4800 SW MACADAM AVE #120  
PORTLAND, OR 97239

JUNIPER RIDGE INVESTMENTS LLC  
& DEERING MGMT GROUP INC  
4800 SW MACADAM AVE #120  
PORTLAND, OR 97239

JP MORGAN CHASE BANK NA  
1111 POLARIS PKWY #OH1-10  
COLUMBUS, OH 43240

GREEN DAVID & GREEN MICHELE  
21519 SW WALLACE PL  
SHERWOOD, OR 97140

WILSON DEBORAH ANN & THOMAS  
MERLE RICHARD  
21524 SW WALLACE PL  
SHERWOOD, OR 97140

MOUA JAMES & MOUA JANET C  
21541 SW WALLACE PL  
SHERWOOD, OR 97140

ALVAREZ JOSEPH L  
21546 SW WALLACE PL  
SHERWOOD, OR 97140

HOANG PHUONG MINH & THUAN  
NGO  
20648 SW WINDFLOWER AVE  
SHERWOOD, OR 97140

GROSS MICHAEL G  
20660 SW WINDFLOWER AVE  
SHERWOOD, OR 97140

POEHLER JEFF A  
20672 SW WINDFLOWER AVE  
SHERWOOD, OR 97140

HELMKAMP JON & HELMKAMP  
ASHLEY  
20677 SW WINDFLOWER AVE  
SHERWOOD, OR 97140

COLE TRACY A  
20684 SW WINDFLOWER AVE  
SHERWOOD, OR 97140

HANNEGAN MICHAEL L & GEORGE  
JANET  
20689 SW WINDFLOWER AVE  
SHERWOOD, OR 97140

CAGE STANLEY W  
20700 SW WINDFLOWER AVE  
SHERWOOD, OR 97140

PIRIE SHARON K  
2960 ASCOT CIR  
WEST LINN, OR 97068

WHITE FRANCES B  
20728 SW WINDFLOWER AVE  
SHERWOOD, OR 97140

PIRIE SHARON K  
2960 ASCOT CIR  
WEST LINN, OR 97068

BURROLA ADRIANA & MINERA EROS  
A  
20756 SW WINDFLOWER AVE  
SHERWOOD, OR 97140

CORTESE MICHELE  
15575 SW NORA RD  
BEAVERTON, OR 97007

ARBOR TERRACE HOMEOWNERS  
ASSOCIATION  
15971 SW WINDROW LN  
SHERWOOD, OR 97140

ROBERTSON SHARON &  
ROBERTSON LENARD  
15977 SW WINDROW LN  
SHERWOOD, OR 97140

INLET PROPERTIES LLC  
5809 JEAN RD  
LAKE OSWEGO, OR 97035

QUICKEN LNS INC  
710 2ND AVE #710  
SEATTLE, WA 98104

GONG BO  
16003 SW WINDROW LN  
SHERWOOD, OR 97140

YU JIAQI & JINGRU SUN  
16015 SW WINDROW LN  
SHERWOOD, OR 97140

## NEIGHBORHOOD MEETING SIGN IN SHEET

Proposed Project: SHERWOOD PLAZA APARTMENTS  
 Proposed Project Location: 16390 SW Langer Drive, Sherwood, OR 97140  
 Project Contact: Brian Shahun ~~503-925-1850~~  
 Meeting Location: Sherwood Police Department  
 Meeting Date: 1/14/2016

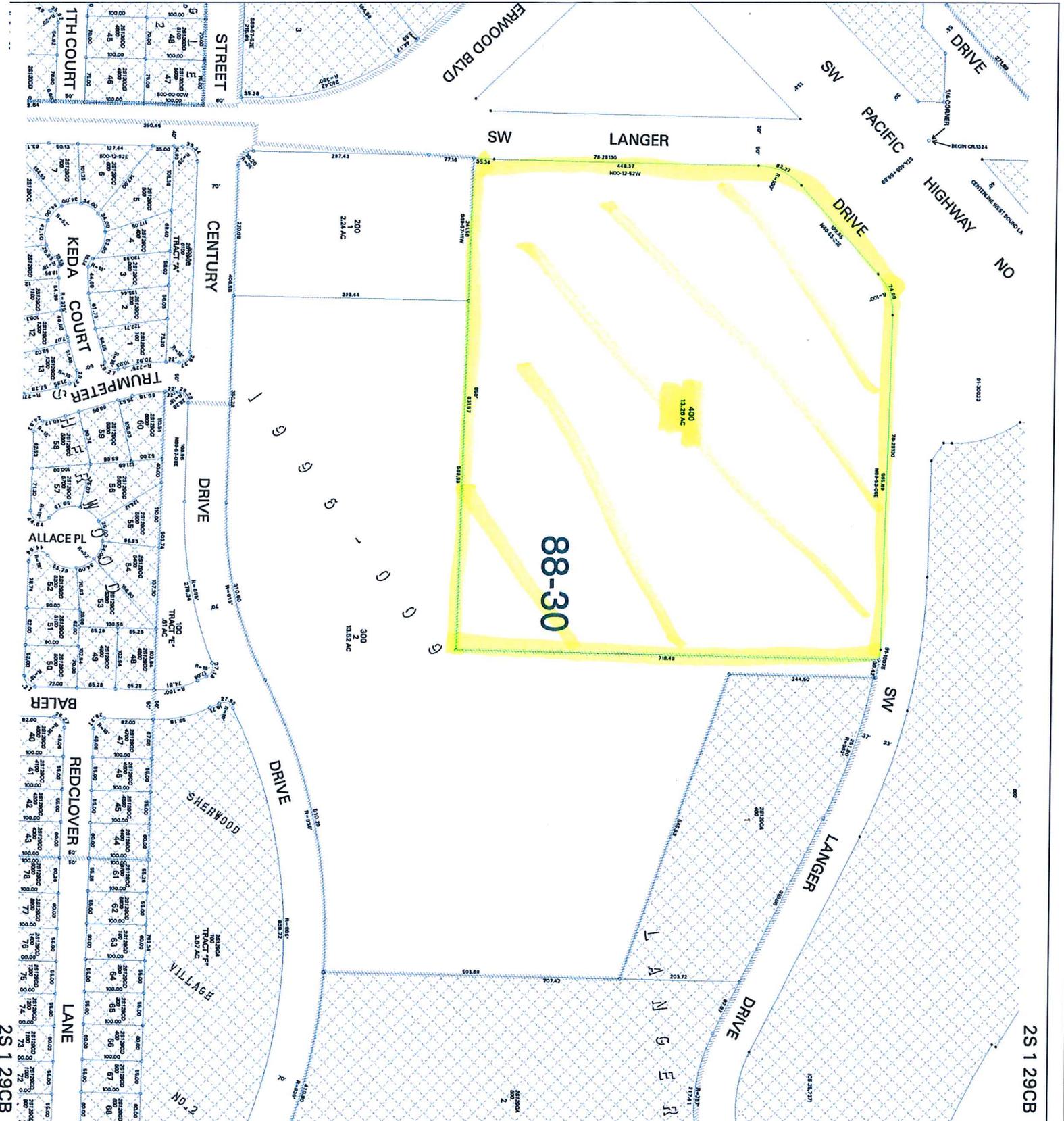
Name	Address	E-Mail	Please identify yourself (check all that apply)			
			Resident	Property owner	Business owner	Other
Brian Shahun	16390 SW Langer Dr.	bshahun@mercuryden.com		X		X
GENE BOUANTE	222 COMHERCUMSTINE SALEM 97301	GENE@STUDIO3 ARCHITECTURE.COM				X
Valery Koyfman	16129 SW Holland Ln	Valko48@yahoo.com		X		
Anna Koyfman	16129 SW Holland Ln	Valko48@yahoo.com		X		
Janelle Newstel	11684 SW Daffodil St.	SW8979@sherin.com				X
Aeri' R. Barr	16194 SW Holland Lane	barrgeni021693@gmail.com			X	

## Summary of Neighborhood Meeting for Sherwood Plaza Multi-family Development

1. Brian Shahum made introductions and verbally presented the proposed project. The preliminary site plan was shown on the overhead screen. There were no hard copy handouts provided.
2. Mr. Shahum explained the proposed project is for 82 apartment units comprised of 9 studio units, 39 one-bedroom units, 28 two-bedroom units and 6 three-bedroom units. There will be green spaces, play areas, bike racks and 142 parking spaces within the project, plus the 400 parking spaces in the shopping center are also available as parking for the residents of the proposed apartments. Access to the site is limited to two entrances, both of which are against the shopping complex. There will be no access to Trumpeter or any direct access from Langer.
3. Mr. Shahum noted the property owner of the shopping center parcel and the proposed apartment building parcel are the same owner. He explained there is a need for apartments in the City of Sherwood, that the project will be good for Sherwood and that it's a good fit with the surrounding land uses of commercial retail, adjacent apartments and townhouses.
4. Valery and Anna Koyfmau questioned why the developer wasn't going to be constructing a single-family dwelling subdivision or a condo plat.
5. The developer responded that the current economic demand in the City of Sherwood is for additional apartments, especially the upscale types of units these will be.
6. Valery and Anna Koyfmau wondered about fencing, landscaping and access.
7. It was explained that a 6-foot tall sight-obscuring fence would be installed along the entire eastern and southern boundary of the parcel, with shrubs and trees planted next to the fence. There will be no vehicular or pedestrian access between the proposed project and the land, houses or streets to the east or south. This project will not involve any access to or from Trumpeter or any walkways to, from or along Trumpeter. It was further noted that Trumpeter is not part of the subject property and the developer therefore has no control over anything on the eastern side of the property line. The developer noted again that there would no access between the proposed project and the existing development to the east.
8. Geri Barr wanted to know the proposed rental charges.
9. The developer replied that the project would not be low-income or section 8. Rather rent would be in the range of \$1,000 to \$1,700 per month, depending upon the size of the unit.
10. The developer reiterated that the buildings will be high-end with granite countertops and high-end vinyl.
11. The developer explained there will be an on-site management and leasing office and noted there will also be 11 detached garages that can be utilized for an extra fee.
12. Janelle Neustel voiced her opinion that she likes the fence and landscape border. She also likes the limited entry points. She sees little to no problem with future tenants with high standards being set at the beginning and the proposed rents.
13. Anne Marie Skinner, project planner, explained the planning process for the project and emphasized that there will be a public hearing, that the City will notify property owners of the hearing, and they are all welcome to attend and give testimony at that hearing.
14. Geri Barr noted that she is opposed to the trash areas being next to the existing town house development.
15. The developer and architect noted they will look at other locations for the trash area.
16. Geri Barr noted she is opposed to any play areas along the subject site's eastern border as they is immediately adjacent to her home.
17. The developer and architect replied they would look at alternative locations for the play area.
18. Geri Barr and Valery and Anna Koyfmau expressed concerns over security and ongoing issues with current residents at the existing adjacent apartment complex.
19. The developer stated there wouldn't be any onsite, 24-hour security service, but the leasing management office would be on site and would be staffed most of the time. The developer also reiterated that the proposal is for upper-end development with no low income or Section 8 housing allowed and that credit checks and screening requirements would be rigid. Additionally, the higher rents will discourage the type of renter living in the existing low-income development.
20. Valery and Anna Koyfmau were concerned about the lack of parking.
21. The developer explained that it not only meets, but exceeds, the minimum requirement of the City. He noted again that overflow parking is available in the shopping center and stated he is working with someone who has developed more than 10,000 apartment units who feels the amount of parking being

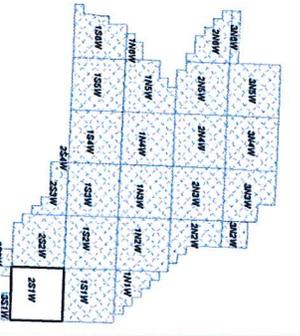
provided is more than sufficient. He reiterated that parking to the east of the site would be very difficult, and highly unlikely, because of the proposed fence and landscaping blocking any type of vehicular or pedestrian access to the east. Additionally, he reiterated that the access to the proposed apartment project is through the retail shopping center, not through the existing eastern development or directly from Langer which should greatly discourage anyone from going through the Koyfmaus' development for parking.

22. There were stated concerns over the lack of attendance at the neighborhood meeting due to the weather, proximity to the holidays and illness.
23. The developer obtained contact information and let everyone know that he would gladly have a second, informal meeting to further discuss concerns of those present, as well as being able to catch those individuals unable to attend tonight's meeting.



2S 1 29CB

2S 1 29CB



WASHINGTON COUNTY OREGON  
NW1/4 SW1/4 SECTION 29 T2S R1W W.M.  
SCALE 1" = 100'

36	31	32	33	34	35	36	37
1	6	5	4	3	2	1	6
12	7	8	9	10	11	12	7
13	18	17	18	15	14	13	18
24	19	20	21	22	23	24	19
25	30	29	28	27	26	25	30
36	31	32	33	34	35	36	37
1	6	5	4	3	2	1	6

FOR ADDITIONAL MAPS VISIT OUR WEBSITE AT  
www.co.washington.or.us

BB	BA	AB	AA
B	BD	AC	AD
SECTION 29			
CB	CA	DB	DA
C	CD	DC	DD

Exhibit C



PLOT DATE: January 26, 2004  
FOR ASSESSMENT PURPOSES  
ONLY - FOR OTHER USE  
NOT VALID

Map shows delineations of parcels and other information for assessment purposes only and should not be used for any other current property boundaries. Please consult the appropriate map for the most current information.

2S 1 29CB

SHERWOOD  
2S 1 29CB

LEASE

THIS LEASE made this 23rd day of January, 1973

by and between CLARENCE D. LANGER and LILLIAN L. LANGER, husband and wife, hereinafter termed "Lessor's", and PORTLAND FIXTURE CO., an Oregon Corporation, hereinafter termed "Lessee."

WITNESSETH:

IN CONSIDERATION of the covenants and agreements herein contained, the parties hereto mutually agree as follows:

ARTICLE I

1.1 Premises

In consideration of rent and other payments hereinafter made or to be made, Lessor leases to Lessee and Lessee leases from Lessor the following described property located in Washington County, State of Oregon, to wit:

"A portion of the commercially zoned area of Tax Lot 200 in the southwest quarter of Section 29, T2S, R1W, WM, Washington County, Oregon. (Exact legal description pending determination by a survey),"

further described on Exhibit "A" as outlined in red, attached hereto and made a part hereof.

1.2 Term

The term of this lease commences 23rd of January and shall terminate TWENTY FIVE (25) YEARS from the last day of the month in which the numerical majority of Sub-tenants shall first occupy and pay rent to the Lessee. Except this term may be extended as provided in Article 15 hereof.

1.3 Sub-Tenants Defined

For purposes of this lease, "Sub-Tenants" shall be defined as those retail merchants who will sub-lease space in the shopping center Lessee proposes to construct of those premises.

1.4 Numerical Majority Defined

For purposes of this lease the "Numerical Majority" of sub-tenants will be defined as the number equal to more than ONE HALF (1/2) of the total number of lease spaces offered to sub-tenants by Lessee.

1.5 Rent

Lessee agrees to pay rent in the sum of SIXTY AND NO/100 (\$60.00) DOLLARS per acre or fraction of "Acres Taken" by Lessee on the first day of each calendar month with fraction for any fractional month during the original term of this lease by check or draft payable to Clarence D. Langer and Lillian L. Langer

C.D.  
L.L.  
C.D.  
L.L.

Clarence D. Langer mailed to Lessor at 16375 SW  
Chap Road Sherwood, Ore 97140 or as designated in writing by Lessor.

1.6 Acres Taken Defined

"Acres Taken" shall be defined as the area agreed upon by Lessor and Lessee to be the leased premises. This decision shall be ratified in writing by Clarence D. Langer, 1975 and delineated on survey to be made (such to become Exhibit "A" referred to above in Article 1.1.)

1.7 Option

Lessor herewith grants to Lessee for a period of TEN (10) YEARS from the date that rent is first paid on this lease (the effective date of this lease), the exclusive option to lease all or any portion of the land contiguous on the south of these demised premises not to exceed the portion so outlined in blue on the attached

Handwritten signature  
C.D.  
L.L.  
L.L.

EXHIBIT D

1.7 Option (Continued)

Exhibit "A" being approximately 600' x 600', or 8.26 acres more or less, such lands to be available to the Lessee should he exercise this option, on the same terms and conditions applicable to the premises herein leased from Lessor. This option can be exercised annually by Lessee by written notice on each annual anniversary of the effective date of this lease by written notice to the Lessor and payment of the sum of TWO HUNDRED FIFTY AND NO/100 (\$250.00) DOLLARS in advance for each year of this TEN (10) YEAR period. Lessor will have complete rights to farm this property if it decides to do so until option is exercised as above.

ARTICLE 2

2.1 Taxes, Utility Charges, etc.

Lessee agrees to pay all charges for electricity, gas, heat, water, sewer, telephone and other utility service brought to and used on the leased premises for the term of this lease. Lessor shall request the County Assessor to separate the demised premises from other contiguous property owned by Lessor and to charge taxes on said property and any buildings erected on the demised premises to the account of Lessee as long as this lease shall remain in force and effect.

ARTICLE 3

3.1 Construction and Alteration of Building Improvements

Lessee may, at Lessee's expense, raze any improvements on the leased premises left by Lessor on this property beyond *Paul Chang, Hebrum*, 1975, and construct on the leased premises any improvements, including, without limitation, a store building and parking area, and make such repairs, alterations and improvements thereto as Lessee deems desirable. Lessor shall be not obligated to maintain the leased premises or to maintain, replace or rebuild any improvements thereon. All improvements constructed on the leased premises by Lessee, and all additions, alterations and improvements thereto made by Lessee, shall not become a part of the realty even if affixed to the realty but shall remain the exclusive personal property of the Lessee during the term of this lease. On surrendering possession at the end of or upon cancellation of this lease to Lessor, all building improvements then located on the leased premises shall become the exclusive property of the Lessor. Lessee agrees not to permit any liens to stand against the leased premises for work done or materials furnished to Lessee, provided, however, that Lessee may contest the validity of any such lien, but upon a final determination of the validity thereof, Lessee shall cause such lien to be paid and released of record without cost to Lessor. Lessee may sell any improvements, alterations or additions made by Lessee on the leased premises to a third party, subject, however, to the provisions of this lease.

ARTICLE 4

4.1 Lessee's Fixtures

Lessee or sub-lessee may install in the leased premises such fixtures and equipment as Lessee or sub-lessee deems desirable and all of said items shall remain Lessee's or sub-lessee's whether or not affixed to the leased premises. Lessee or sub-lessee may remove said items from the leased premises at any time but shall repair any damage caused by removal.

ARTICLE 5

5.1 Indemnification

Lessee agrees to indemnify Lessor and save Lessor harmless from any and all liability, damage, expense, causes of action, suits, claims, or judgments arising from injury to person or property on the leased premises or on the adjoining streets and sidewalks, except if caused by the willful or negligent act of Lessor or Lessor's agents or employees.

ARTICLE 6

6.1 Assignment & Subletting

Lessee may assign this lease or sublet the whole or any part of the leased premises, but Lessee shall remain liable to Lessor for full performance of Lessee's obligations hereunder, unless Lessor agrees in writing to relieve Lessee of this obligation.

*Loise L.*  
*LL*  
*LL*

ARTICLE 7

7.1 Holding Over

If Lessee remains in possession of the leased premises after the expiration of this lease and rent is paid and accepted, such possession shall create a month-to-month tenancy on the terms herein specified, which tenancy may be terminated by either party by thirty (30) days notice to the other party.

ARTICLE 8

8.1 Default

If Lessee remains in default more than thirty (30) days after receipt of Lessor's notice specifying such default, Lessor may declare the term ended and re-enter the leased premises with or without process of law. If Lessor remains in default for more than thirty (30) days after receipt of Lessee's notice specifying such default, Lessee may either (a) incur any expense necessary to perform any obligation of Lessor specified in such notice and deduct such expense from the rents to become due or (b) declare the term ended and vacate the leased premises and be relieved of all further obligations hereunder. The performance of each and every covenant and agreement in this lease on the part of the Lessor shall be a condition precedent to Lessor's right to collect rent or enforce this lease.

ARTICLE 9

9.1 Lessors Title

Lessor covenants that Lessor has lawful title to the leased premises and full right to make this lease and that Lessee shall have quiet and peaceful possession of the leased premises. Lessor covenants that, at the commencement of the term, the leased premises will be free from encumbrances not agreed to in writing by Lessee and that there will be no zoning or other ordinances, or title or other matters not agreed to in writing by Lessee, which will restrict the erection of any building or improvements as herein provided or the operation of a general mercantile business (including the sale of alcoholic beverages) on the leased premises. Lessor covenants that the leased premises will extend to the street line on all adjacent streets and alleys, that there will be no encroachment of improvements from or onto adjoining property and that Lessee will be able to obtain, at Lessee's expense, a survey which will confirm said covenants. Lessor also covenants that Lessee will obtain, at Lessor's expense, a leasehold policy of title insurance in the amount of ONE HUNDRED THOUSAND AND NO/100 (\$100,000.00) DOLLARS from a title insurance company satisfactory to Lessee, insuring Lessee that its leasehold interest is superior to and free and clear of all matters not agreed to in writing by Lessee. In the event of a violation of any of the foregoing covenants or the existence of facts at variance with such covenants, Lessee may cancel this lease by notice to Lessor.

ARTICLE 10

10.1 Condemnation

If any portion of or interest in the leased premises or adjacent parcel described on Exhibit "B" hereof, shall be taken or damaged by condemnation under any right of eminent domain or any transfer in lieu thereof, Lessee may either (1) remain in possession with this lease continuing as to the remaining portion of the leased premises but with the rental under Paragraph 2 reduced in the ratio which the remaining land area in the leased premises bears to the total land area preceding such condemnation, or (2) cancel this lease as of the date of such condemnation by notice to Lessor within thirty (30) days after said date even though Lessee may not have constructed any improvements on the leased premises. If this lease is so terminated, Lessee shall deliver to Lessor a bill of sale transferring the title to any building improvements on the leased premises to Lessor. In the event of any condemnation and whether or not Lessee elects to terminate this lease, Lessee shall be entitled to any and all awards or payments made in the condemnation proceedings in respect to any damage to (a) Lessee's leasehold interest, (b) any improvements constructed on the leased premises by Lessee and (c) Lessee's fixtures and equipment.

ARTICLE 11

11.1 Cancellation

Provided Lessee has theretofore constructed a building on the leased premises, Lessee may terminate this lease at any time by giving Lessor thirty (30) days notice and delivering to Lessor a bill of sale adequate to transfer to Lessor clear title to all building improvements on the leased premises on the effective date of termination. Such termination shall discharge both Lessor and Lessee from further liability under this lease and this lease shall be of no further force or effect.

ARTICLE 12

12.1 Lessee's Right of First Refusal

If Lessor determines to sell all or any part of the leased premises and receives an acceptable bona fide offer therefor, Lessor, before making any agreement to sell, will give notice to Lessee stating Lessor's desire to sell and the amount of such offer. Lessee shall have the exclusive right for thirty (30) days after receiving such notice to agree to purchase the premises to which such offer at the amount of said offer, or for any lesser amount which Lessor may be willing to accept. If Lessee fails to exercise the said right and the premises are sold by Lessor to a third party, such sale shall nevertheless be made subject to this lease, including this paragraph, and this said right shall be applicable to any and all subsequent offers to purchase received by Lessor's successors and assigns.

ARTICLE 13

13.1 Compliance with Laws

Lessee agrees not to violate any law, ordinance, rule or regulation of any governmental authority having jurisdiction of the leased premises. Lessee may contest the validity of any such law, ordinance, rule or regulation but shall indemnify and hold Lessor harmless against the consequences of any violation thereof by Lessee.

ARTICLE 14

14.1 Notices

Any notice provided for herein shall be given by registered or certified United States mail, postage prepaid, addressed, if to Lessor, to the person to whom the rent is then payable at the address to which the rent is then mailed, and if to Lessee, to it:

c/o Zimel Realty, Inc.  
358 N. W. Fifth Avenue  
Portland, Oregon 97209

The person and the place to which notices are mailed may be changed by either party by notice to the other party. Lessor agrees that a copy of all notices which Lessor gives Lessee hereunder shall also be given by registered or certified United States mail to such other persons and at such places as Lessee may designate in writing. Upon Lessee's written request, and provided Lessor can do so truthfully, Lessor will certify in writing to all persons designated by Lessee (1) that Lessee has performed all of Lessee's obligations and is not in default under this lease, (2) that this lease is in full force and effect and (3) that each person receiving such certification may rely thereon for all purposes. Lessor further agrees that in the event of any default by Lessee under this lease, any mortgagee or other holder of a security interest in Lessee's leasehold or improvements and/or any assignee or sublessee of Lessee may cure such default within the time allowed Lessee for same hereunder and continue this lease in full force and effect.

ARTICLE 15

15.1 Renewal Options

Lessee is granted hereby the right at its sole option the right to extend this lease for TEN (10) FIVE YEAR periods, upon giving written notice of its intent to do so not later than ninety (90) days before the expiration of the original and any succeeding term or option term then in effect.

15.2 Terms and Conditions of Option Periods

For any option periods as above in Article 15.1 wherein Lessee exercises such options all terms and conditions of this lease shall remain the same and of full effect except Rental.

15.3 Rental During Option Periods

Lessee and Lessor agree that if the first FIVE (5) YEAR option granted above is exercised by the Lessee, the rental for the first, and if exercised the next FOUR (4) FIVE (5) YEAR periods shall be the same as the first FIVE (5) YEAR option. Said rental for the first FIVE (5) option periods shall be negotiated between the parties. Should they be unable to agree, rental shall be determined by standard arbitration procedures. However, in no event shall the annual rental for these terms, viewed as ONE (1) TWENTY FIVE (25) YEAR period, exceed ONE HUNDRED THIRTY THREE (133) PERCENT of the annual rental paid during the original term of this lease.

Lease  
E.L.  
[Handwritten initials]

ARTICLE 15 Continued

15.4

The rental for the next FIVE (5) FIVE (5) YEAR periods, if one or more options is exercised, shall be likewise treated for rental determination as one TWENTY FIVE (25) YEAR period and shall be determined in the same fashion as in ARTICLE 15.3 above.

ARTICLE 16

16.1 Remedies Cumulative

No remedy herein conferred upon or reserved to Lessor or Lessee shall exclude any other remedy herein or by law provided, but each shall be cumulative and in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute.

ARTICLE 17

17.1 Short Form Lease

This lease shall not be recorded but it is agreed that, upon request by either party, the parties will execute a short form of this lease which may be recorded by either party.

ARTICLE 18

18.1 Paragraph Headings

The paragraph headings of this lease are inserted only for reference and do not affect the terms and provisions hereof.

ARTICLE 19

19.1 Rights of Successors

All of the rights and obligations of the parties under this lease shall bind and inure to the benefit of their respective heirs, personal representatives, successors and assigns.

ARTICLE 20

20.1 Litigation

In the event of litigation between Lessor and Lessee or successors or assigns of either to enforce a right in or arising from this lease, the nonprevailing party agrees to pay to the prevailing party as reimbursement, a sum fixed by the Court which said Court deems reasonable and just.

IN WITNESS WHEREOF each of the parties hereto has caused his name to be hereunto affixed and lessee has caused its corporate seal to be hereunto affixed by its duly authorized officer.

LESSOR:

Clarence D. Langer  
CLARENCE D. LANGER  
Lillian L. Langer  
LILLIAN L. LANGER

LESSEE:

PORTLAND FIXTURE CO., an Oregon Corporation

Louis Zissel  
LOUIS ZISSEL, PRESIDENT

*Handwritten initials and scribbles*

SW1/4 SECTION 29 T2S. R1W W.M.

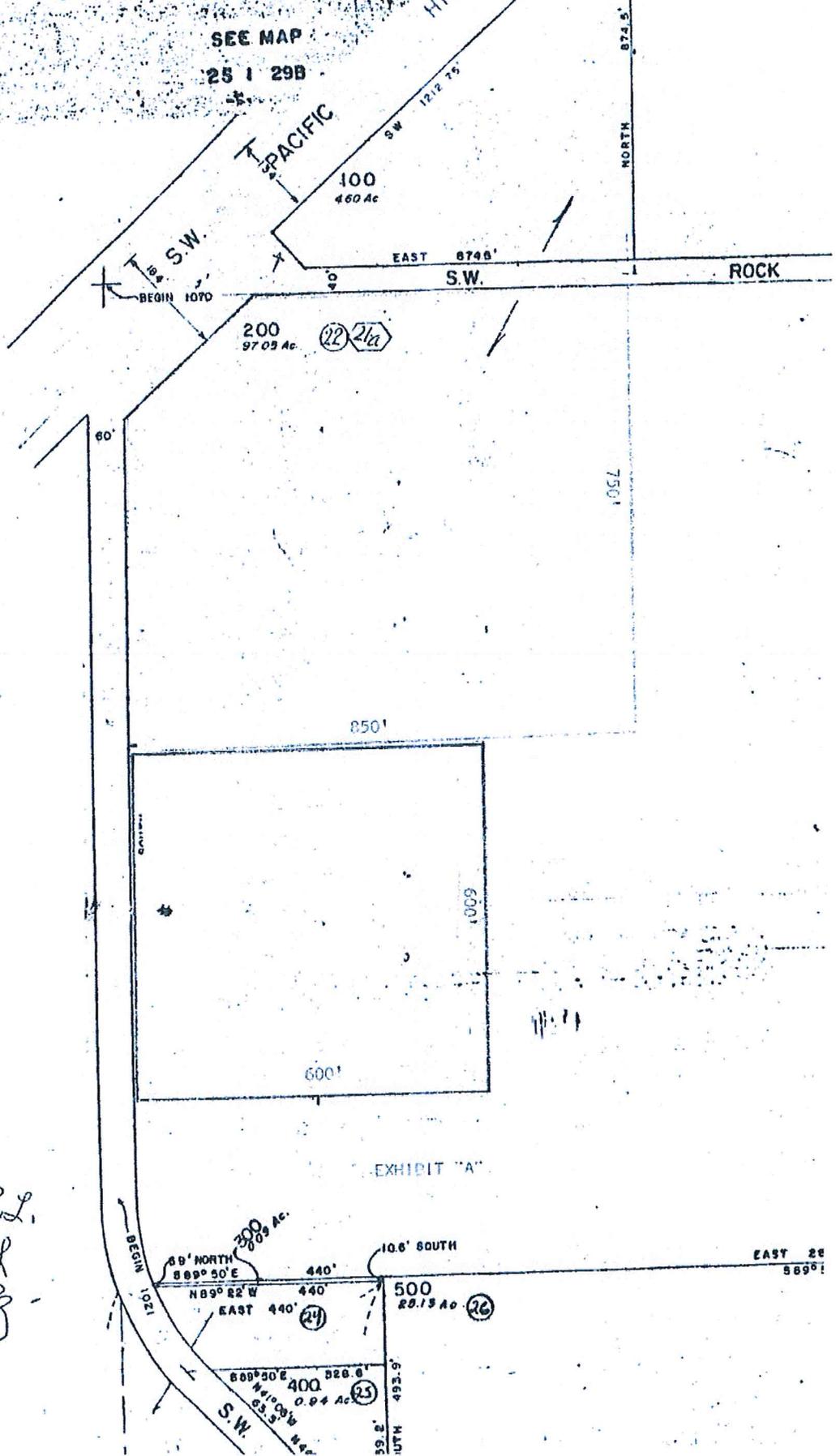
WASHINGTON COUNTY OREGON

SCALE 1" = 200'

SEE MAP

25 1 29B

HIGHWAY



7/27

*C.L.  
L.L.  
L.L.*

11501  
MEMORANDUM OF LEASE

Feb 20<sup>th</sup>, 1973

By an Instrument in writing dated January 23, 1973, CLARENCE D. LANGER and LILLIAN L. LANGER, husband and wife, Landlord, have leased to PORTLAND FIXTURE CO., an Oregon Corporation, Tenant, the following described property.

"A portion of the commercially zoned area of Tax Lot 200 in the southwest quarter of Section 29, T2S, R1W, WM, Washington County, Oregon. (Exact legal description pending determination by a survey.)

This memorandum is executed to evidence and confirm the lease referred to above, to which reference is made for its terms and conditions which include the following:

1. Term: January 23, 1973 through January 22, 1998, with option in the tenant to renew for TEN (10) successive FIVE (5) YEAR terms.
2. Option: Tenant has the option to purchase the property in certain circumstances.

LANDLORD:

Clarence D. Langer  
Lillian L. Langer

TENANT:

Portland Fixture Co.  
Louis Zimel Pres.

STATE OF OREGON

COUNTY OF Washington

February 20, 1973

Personally appeared the above-named Clarence D. Langer and Lillian L. Langer and acknowledged the foregoing instrument to be their voluntary act.

Before me:

Edouard P. Meyer  
Notary Public for Oregon

Official Seal

My Commission expires: 7-16-73

STATE OF OREGON

COUNTY OF MULTNOMAH

February 14, 1973

Personally appeared Louis Zimel, who being sworn, stated that he is the President of grantee corporation and that the seal affixed hereto is its seal and that this deed was voluntarily signed and sealed in behalf of the corporation.

Before me:

Clifford J. ...  
Notary Public for Oregon

My Commission expires: Aug 8, 1974

Official Seal

Filed for record: 2-22 1973 at 10:20  
ROGER THOMSEN, Director of Records & ...  
By: D. Meyer Date: 2-22-73

1301

*Recd*

STATE OF OREGON }  
County of Washington } ss

I, Roger Thomssen, Director of Records and Elections and Ex-Officio Recorder of Conveyances for said county, do hereby certify that the within instrument of writing was received and recorded in book of records

No. \_\_\_\_\_ of said County

Witness my hand and seal affixed.  
ROGER THOMSEN, Director of Records & Elections

*RCop*  
FEB 22 10 20 AM '73

*Final Realty*  
*338 NW 57th*  
*Paid 97209*

AGREEMENT

THIS AGREEMENT made this 23<sup>rd</sup> day of January, 1973  
by and between CLARENCE D. LANGER and LILLIAN L. LANGER, husband and wife, hereinafter  
known as "Lessor," and PORTLAND FIXTURE CO., an Oregon corporation, hereinafter known  
as "Lessee."

WITNESSETH

FIRST In consideration of the payment to Lessor of FIVE HUNDRED AND  
NO/100 (\$500.00) DOLLARS paid in hand and receipt thereof is hereby acknowledged,  
Lessor hereby grants unto Lessee the exclusive right and option exercisable before  
the last day of February, 1974 to lease that certain property, together with all  
appurtenances left remaining on the property by Lessor by the above date, situate in  
the County of Washington, State of Oregon, described on GROUND LEASE, attached hereto  
and further described by "EXHIBIT A" also attached to said GROUND LEASE, which all  
attach to and become part of the Agreement.

SECOND Lessor hereby further grants to Lessee the right to extend this  
option for ONE (1) additional period of ONE (1) YEAR by mailing Lessor prior to the  
expiration of this option, at the address set forth herein, written notice of such  
extension, it being agreed that, provided that Lessee does exercise such extension  
right, shall pay to Lessor an additional deposit of FIVE HUNDRED AND NO/100 (\$500.00)  
DOLLARS.

THIRD The exercise of said option shall be by written notice mailed or  
delivered by Lessee to Lessor at 16375 S. W. Edy Road, Sherwood, Oregon 97140.

FOURTH Lessee or its authorized representatives may at any reasonable  
time and at its expense, during this option period or extension thereof, enter the  
property described in Paragraph First above for the purpose of making such survey  
or site analysis, including soil tests as Lessee may deem required or advisable.

FIFTH If this option to lease is not exercised by Lessee in the manner  
and within the time herein limited, then the deposit(s) paid herewith to Lessor shall  
be retained by Lessor as liquidated damages and this agreement shall be of no further  
force or effect, except that if any of the conditions listed below in Paragraph Sixth  
are not met within the time limits above, then Lessee at Lessee's options may give  
written notice of such decision to Lessor. In the event of such election to terminate  
being given to Lessor, Lessor agrees to return any sums paid as deposit as contained  
and pertaining to this agreement promptly to Lessee. In the event that Lessee shall  
fail to exercise this option or any extension hereof except by reason of the condi-  
tions listed below in Paragraph Sixth, all monies paid hereon will be the property  
of the Lessor. In the event that this option or extension thereof is exercised per-  
suant to this agreement, all monies paid on this agreement will be credited by Lessor  
to Lessee's first years rental under the attached lease agreement. In such an event  
at the time of repayment or forfeiture, as stated above, this or any extension of this  
agreement shall cease to have any effect on either party and such agreement will be  
null and void. If terminated as aforesaid, there shall be no further responsibility  
of either party to this agreement to the other.

SIXTH This agreement is made with the understanding that the following  
will prove capable of accomplishment within the time limits as above:

Condition 1: Survey taken at the expense of Lessee shall prove property boundaries  
that can allow the evolution of a properly planned retail shopping center as designed  
by Lessee and at his sole decision as to property planning.

Condition 2: That all conditions required by the responsible issuing agency to issue  
building permits to Lessee be met. These conditions include but are not limited to  
satisfactory arrangements for water, sanitary sewer facilities, soil tests, environ-  
mental quality approvals, zoning, etc.

Condition 3: Lessee agrees to pay to Lessor the special property taxes in arrears  
to be assessed on the demised premises by reason of the "Greenbelt" or "Farm Tax"  
exemptions granted during the FIVE (5) YEARS previous to the effective date of the  
attached lease and payable to Lessor at that same effective date.

Condition 4: Lessee understands that the expense involved in removing Lessors' barn, storage and equipment shed will approximate \$16,000.00. Lessee agrees to pay to Lessor towards this amount a sum not to exceed \$8,000.00 or one-half of any lesser amount to accomplish the above. Lessee further agrees to advance as deposit to be credited to future rental payments to be made by Lessee to Lessor, the balance of monies required for the above moving expense but not to exceed \$8,000.00 or one-half of any lesser amount to accomplish the above. Said sum advanced against rental payments as above shall be credited by Lessor to Lessee in an amount not less than \$1,000.00 per year credited at each annual anniversary of the lease until paid. It is understood by Lessor that this paragraph is an added inducement to lease the premises described herein. As such, Lessee agrees that any amounts to be credited to annual lease payments as above shall be interest free.

In the event that Lessee requires Lessor to move either of the residence buildings now occupied by Lessor or Lessors tenants, Lessee agrees to pay all costs of such moving.

Condition 5: Lessee agrees whenever practical to schedule development of the shopping center to begin at a time to coincide with crop harvesting.

Condition 6: Lessor agrees to subordinate his land title to construction loan or loans and/or to future modernization or new construction loan or loans as may from time to time be required by Lessee.

SEVENTH That in the event that Lessee within the time limits granted herein cannot conclude a satisfactory lease with a "Thrifty" Super Market, Lessee may elect to cancel this agreement and all monies paid hereon shall be refunded.

EIGHTH Upon the Lessee's exercise of this option as provided for above hereof, this agreement shall constitute a contract for the lease of the property described in the above hereof upon the terms and conditions in the aforementioned lease which is attached hereto.

IN WITNESS WHEREOF, each of the parties hereto has executed this agreement and the Lessee has caused its seal to be affixed by authorized officers.

LESSORS:

BY: Clarence D. Langer  
CLARENCE D. LANGER

BY: Lillian L. Langer  
LILLIAN L. LANGER

LESSEE:

PORTLAND FIXTURE CO., an Oregon Corporation

BY: Louis Zimel  
LOUIS ZIMEL, President



Clean Water Services File Number

16-000607

### Sensitive Area Pre-Screening Site Assessment

1. **Jurisdiction:** Sherwood

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

Tax lot ID(s): 2S129CB00400

16160 SW LANGER ROAD

Site Address: ~~16390 SW Langer Drive~~

City, State, Zip: \_\_\_\_\_

Nearest Cross Street: \_\_\_\_\_

3. **Owner Information**

Name: \_\_\_\_\_

Company: Portland Fixture Limited Partnership

Address: 15350 SW Sequoia Parkway, Stuei 140

City, State, Zip: Portland, OR 97224

Phone/Fax: 503-925-1850

E-Mail: info@mercurydev.com

4. **Development Activity** (check all that apply)

- Addition to Single Family Residence (rooms, deck, garage)
- Lot Line Adjustment       Minor Land Partition
- Residential Condominium       Commercial Condominium
- Residential Subdivision       Commercial Subdivision
- Single Lot Commercial       Multi Lot Commercial

Other \_\_\_\_\_

82-unit apartment complex behind existing commerci

5. **Applicant Information**

Name: Annemarie Skinner

Company: Emerio Design

Address: 8285 SW Nimbus Ave, Ste 180

City, State, Zip: Beaverton, OR 97008

Phone/Fax: 971-330-1129

E-Mail: annemarie@emeriodesign.com

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

property is 13.26 acres. All developed as commercial, except 3.43 ac of it to be used for apt. bldgs

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 Annemarie Skinner

Print/Type Title \_\_\_\_\_

**ONLINE SUBMITTAL**

Date 2/16/2016

#### 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 07-20, Section 3.02.1. 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 07-20, Section 3.02.1. 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 Chuck Marshall

Date 2/17/16

EXHIBIT E