



LAND USE APPLICATION FORM

<u>Type I (OCMC 17.50.030.A)</u>	<u>Type II (OCMC 17.50.030.B)</u>	<u>Type III / IV (OCMC 17.50.030.C)</u>
<input type="checkbox"/> Compatibility Review	<input type="checkbox"/> Detailed Development Review	<input type="checkbox"/> Annexation
<input type="checkbox"/> Lot Line Adjustment	<input type="checkbox"/> Geotechnical Hazards	<input type="checkbox"/> Code Interpretation / Similar Use
<input type="checkbox"/> Non-Conforming Use Review	<input type="checkbox"/> Minor Partition (<4 lots)	<input type="checkbox"/> Concept Development Plan
<input type="checkbox"/> Natural Resource (NROD) Verification	<input type="checkbox"/> Minor Site Plan & Design Review	<input type="checkbox"/> Conditional Use
<input type="checkbox"/> Site Plan and Design Review	<input type="checkbox"/> Non-Conforming Use Review	<input type="checkbox"/> Comprehensive Plan Amendment (Text/Map)
<input type="checkbox"/> Extension of Approval	<input type="checkbox"/> Site Plan and Design Review	<input type="checkbox"/> Detailed Development Plan
	<input type="checkbox"/> Subdivision (4+ lots)	<input type="checkbox"/> Historic Review
	<input type="checkbox"/> Minor Variance	<input type="checkbox"/> Municipal Code Amendment
	<input checked="" type="checkbox"/> Natural Resource (NROD) Review	<input type="checkbox"/> Variance
	<input checked="" type="checkbox"/> Type II Manufactured Home Park Additional Dwellings Review	<input type="checkbox"/> Zone Change

File Number(s): PA 19-25

Proposed Land Use or Activity: Placement of 17 manufactured home dwelling units in an existing mobile home park in the R-3.5 District.

Project Name: Clairmont Mobile Home Park Addition Number of Lots Proposed (If Applicable): N/A

Physical Address of Site: 13531 Clairmont Way, Oregon City, OR 97045

Clackamas County Map and Tax Lot Number(s): 3 2 E 05C 00402

Applicant(s):

Applicant(s) Signature:

Applicant(s) Name Printed: DeSola General Services Date: 6/9/2020

Mailing Address: 136 Heber Avenue, Suite 308, Park City, UT 84060

Phone: Please Contact Applicant's Consultant Fax: Please Contact Applicant's Consultant Email: Please Contact Applicant's Consultant

Property Owner(s):

Property Owner(s) Signature:

Property Owner(s) Name Printed: Clairmont MHC LLC Date: 6/10/2020

Mailing Address: 18006 Sky Park Circle, Suite 200, Irvine, CA 92614

Phone: Please Contact Applicant's Consultant Fax: Please Contact Applicant's Consultant Email: Please Contact Applicant's Consultant

Applicant's Consultant:

Consultant's Signature:

Consultant's Name Printed: Chris Goodell Date: June 9, 2020

Mailing Address: 12965 SW Herman Road, Suite 100, Tualatin, OR 97062

Phone: (503) 563-6151 Fax: (503) 563-6152 Email: chrisg@aks-eng.com

All signatures represented must have the full legal capacity and hereby authorize the filing of this application and certify that the information and exhibits herewith are correct and indicate the parties willingness to comply with all code requirements.

Minor Site Plan and Design Review Checklist

1.  **A Completed Application Form with All Property Owner Signatures** (P)
2.  **Narrative** (P/DS)
A complete and detailed narrative description of the proposed development and an explanation addressing all applicable approval criteria. A template is provided at the Pre-Application Conference.
3.  **Site Plan Drawings** (P/DS)
A site plan of the existing conditions and proposed development including:
 -  The property boundary, existing and proposed structures and landscaping, parking stalls, etc.
 -  Utility locations, easements, changes to grading, new impervious surfaces
4.  **Landscaping Plan** (P)
A landscaping plan prepared by a registered landscape architect, drawn to scale, showing the location and types of existing trees (six inches or greater in caliper measured four feet above ground level) and vegetation proposed to be removed and to be retained on the site, the location and design of landscaped areas, the varieties, sizes and spacings of trees and plant materials to be planted on the site, other pertinent landscape features, and irrigation systems required to maintain plant materials.
5.  **Tree Removal and Mitigation Plan** (P)
A tree removal and mitigation plan must include the setbacks, easements and the location and caliper of all trees as well as identification of the trees 6" DBH and greater prepared in accordance with OCMC 17.41. A plan shall also be submitted identifying the location, species and caliper of trees replanted onsite. The tree mitigation plan report shall be prepared by a certified arborist, horticulturalist or forester or other environmental professional with experience and academic credentials in forestry or arboriculture.
6.  **Architectural Drawings** (P)
Building elevations/floor plans of the existing structure and of the proposed development. Include plans for all structures including, buildings, canopies, walls, garbage enclosures, etc.
7.  **Photometric Plan or Letter from Electrician Verifying Compliance with OCMC 17.62.065** (P)
8.  **Recommended: Neighborhood Association Meeting** (P)
 -  A sign-in sheet of meeting attendees
 -  A summary of issues discussed
 -  A letter from the neighborhood association or CIC indicating that a neighborhood meeting was held.
 -  If the applicant held a separately noticed meeting, the applicant shall submit a copy of the meeting flyer, a sign in sheet of attendees and a summary of issues discussed.
9.  **Pre-Application Conference Summary Sheet** (P/DS)
10.  **Additional Information or Reports** (P/DS)
If Required in Pre-Application Conference.

11.  **A Current Preliminary Title Report or Trio for the Subject Property(ies)** *(P)*
12. N/A* **Mailing Labels for Owners within 300 Feet of the Subject Site or Fee for City-Provided Labels** *(P)*
The names and addresses of property owners within 300 feet of the site from a title company.
* Due to City requirements concerning COVID-19, only electronic materials are being accepted. Actual labels can be provided if requested.
13. N/A* **Copies** *(P)*
Two (2) copies of all information, reports, and drawings (full-sized and 8.5" by 11") pertaining to this application. * Due to City requirements concerning COVID-19, only electronic materials are being accepted. Hard copies of materials can be provided if requested.
14.  **Electronic Version of All Application Materials** *(P/DS)*
15. N/A* **All Required Application Fees** *(P)*
* Due to City requirements concerning COVID-19, the applicable fees will be calculated by the City after applications are submitted and the City will provide an invoice for the fees. The fees will be paid in the future after the invoice has been provided.

(P) = Contact the Planning Division at (503) 722.3789 with any questions regarding this item.

(DS) = Contact the Development Services Division at (503) 657.0891 with any questions regarding this item.

Incomplete applications will not be processed.

Application for Clairmont Mobile Home Park Addition Type II Land Use Review

Date: June 2020

Submitted to: City of Oregon City
Planning Division
698 Warner Parrott Road
Oregon City, Oregon 97045

Applicant: DeSola General Services
136 Heber Avenue, Suite 308
Park City, UT 84060



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

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Exhibits

Exhibit A: City Land Use Application Form and Checklist

Exhibit B: Preliminary Plans

Exhibit C: Transportation Analysis Letter

Exhibit D: Preliminary Stormwater Report

Exhibit E: Neighborhood Association Meeting Materials

Exhibit F: City Pre-Application Conference Notes

Exhibit G: Title Report

Exhibit H: Mailing Labels

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Planning Division
698 Warner Parrott Road
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Applicant: DeSola General Services
136 Heber Avenue, Suite 308
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Property Owner: Clairmont MHC LLC
18006 Sky Park Circle, Suite 200
Irvine, CA 92614

Applicant's Consultant: AKS Engineering & Forestry, LLC
12965 SW Herman Road, Suite 100
Tualatin, OR 97062
Contact(s): Chris Goodell
Email: chrisg@aks-eng.com
Phone: (503) 563-6151

Site Location: 13531 Clairmont Way, Oregon City, OR 97045

Assessor's Map: Clackamas County Assessor's Map 3 2 E 05C
Tax Lot 402

Site Size: ±28.97 Acres

Land Use Districts: R-3.5, Medium Density Residential District



I. Executive Summary

DeSola General Services, (Applicant) is submitting this application for Type II Land Use Review to place 17 additional manufactured homes in the existing Clairmont Mobile Home Park.

The site received a previous approval in 2019 (GLUA-19-00034/SP-19-00104) for a 24-space expansion of the Clairmont Mobile Home Park and associated parking and landscaping. This application includes a modified layout that includes 17 spaces and associated landscaping.

The layout includes spaces for carports to allow for parking that will be adjacent to each of the future manufactured homes similar to the existing manufactured homes within Clairmont. The modified layout results in an increase to the total landscaping area that is provided, and as it has 7 less spaces will result in less of an impact to the transportation system.

The subject property is identified as Tax Lot 402 on Clackamas County Assessor's Map 3 2 E 05C, with the address of 13531 Clairmont Way, Oregon City. The additional manufactured homes are planned to be placed in a vacant ± 1.75-acre area of the park in the northwest portion of the property. Up until recent City Code amendments became effective, new and expanded manufactured home parks were not permitted in the R-3.5 District where the park is located, and the park was operating as a lawful non-conforming use. The Code Amendments, which became effective on August 2nd, 2019, now allow new and expanded manufactured home parks in the R-3.5 District, subject to Type II Land Use Review. Based on the area of the property, there is ample density available to accommodate new units. The highlights of this project include:

- Placement of 17 new manufactured homes in a currently vacant area of the park.
- Construction of a new private 24-foot-wide street with sidewalk and hammerhead turn-around.
- Off-street parking spaces located adjacent to each new future dwelling under a carport.
- Extension of existing utilities to serve the project area, including water, sanitary sewer, and stormwater systems.
- New street trees and landscaping for the project area.
- Analysis of the entire property showing compliance with applicable standards for open space and landscaping.
- Americans with Disabilities Act (ADA) compliant accessibility improvements for the existing Clairmont Way entrances to the park.

The Applicant and the City conducted a second pre-application conference for this project on June 12, 2019, and City Planning, Engineering, and the Fire District provided detailed responses and application requirements for a complete submittal. Adequate utilities (water, sanitary sewer, and stormwater) are available to the project area. City staff noted that, per the code updates, the application requires a Type II Site Plan and Design Review.

The site plan provided with this application is based on the newly adopted Manufactured Home Park Design Standards in Oregon City Municipal Code (OCMC) 17.20.050 and is designed to meet applicable setbacks, open space, and landscape requirements. The City pre-application notes indicate that the property is not within the Geological Hazard Area; the only applicable Overlay District is the High Water Table. This application includes the City application forms, written materials, and preliminary plans necessary for City staff to review and determine compliance with the applicable approval criteria. The evidence is substantial and supports the City's approval of the application.

II. Site Description/Setting

The subject property is ± 28.97 acres, per Clackamas County Survey number 26579 (Clackamas County Geographic Information System [GIS] records list an area of 28.93 acres). The property has been in use as a mobile and manufactured home park since the early 1970s. The property is primarily accessed from Clairmont Way on the south boundary via two private street entrances (Southwood Drive), as well as a secondary access via Adrian Way at the northeast corner of the property. Circulation and access within the park are provided by a network of private local streets. Adrian Way, a private street within the park, connects to Molalla Avenue through the adjacent apartment complex to the northeast. Although the City plans to limit the Adrian Way connection to Molalla Avenue to right-in/right-out turning movements in the future, it is still functioning with full access at the time of application.

The property is located in the Hilltop area of Oregon City, within the Hillendale Neighborhood Association boundary. The neighborhood surrounding the property is a mix of several uses. There is High Density Residential zoning to the southeast (R-2 District) containing existing senior living and multi-family dwelling land uses. Areas to the southwest are zoned Low Density Residential (R-10 District) and are improved with single-family, detached dwellings. Areas to the north and northwest of the site are zoned Mixed-Use Employment (MUE District) and contain various commercial and light-industrial land uses, including Hilltop Mall. The area to the east along the Molalla Avenue corridor is zoned General Commercial (C District) and contains a mix of commercial and retail land uses, including the Southridge Shopping Center.

III. Applicable Review Criteria

OREGON CITY MUNICIPAL CODE

Chapter 12.08 Public and Street Trees

12.08.15 - Street tree selection, planting and maintenance requirements.

All development shall provide street trees adjacent to all street frontages. Species and locations of trees shall be selected based upon vision clearance requirements, but shall in all cases be selected from the Oregon City Street Tree List, an approved street tree list for a jurisdiction in the metropolitan region, or be approved by a certified arborist unless otherwise approved pursuant to this section. If a setback sidewalk has already been constructed or the Public Works Department determines that the forthcoming street design shall include a setback sidewalk, then all street trees shall be installed with a planting strip or within tree wells. If existing street design includes a curb-tight sidewalk, then all street trees shall be placed according to OCMC 12.08.035.C.

- A. One street tree shall be planted for every thirty-five feet of property frontage. The tree spacing shall be evenly distributed throughout the total development frontage to meet the clearance distances required in subsection (B) below. The Community Development Director may approve an alternative street tree plan, or accept fee-in-lieu of planting pursuant to OCMC 12.08.035, if site or other constraints prevent meeting the required total number of tree plantings.

Response: The Preliminary Landscape Plan shows the street trees that are planned for the new private street associated with this project. Additionally, publicly available information (aerial photos and Google Street View images) show adequate existing street trees along the Clairmont Way frontage. The standards are met.

- B. The following clearance distances shall be maintained when planting trees:

1. Fifteen feet from streetlights;

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2. Five feet from fire hydrants;
 3. Twenty feet from intersections;
 4. Five feet from all public utilities (i.e. sewer, storm and water lines, utility meters, etc.);

Response: The Preliminary Plans show the new street trees to be installed within the project area will meet the applicable clearance distances. The standards are met.

- C. All street trees planted in conjunction with development shall be a minimum of two inches in caliper at six inches above the root crown and installed to city specifications. Larger caliper size trees may be approved if recommended by a certified arborist or registered landscape architect.
- D. All established trees shall be pruned tight to the trunk to a height that provides adequate clearance for street cleaning equipment and ensures ADA complaint clearance for pedestrians.
- E. All trees planted within the right-of-way shall be planted with root barriers at least eighteen inches in depth adjacent to the sidewalk and curb to ensure proper root growth and reduce potential damage to sidewalks, curbs and gutters.

Response: Street trees to be planted with this project are to meet the above-referenced minimum size, maintenance, and installation requirements. Please refer to the Preliminary Landscape Plan for further information. The standards are met.

12.08.025 - General tree maintenance.

Abutting property owners shall be responsible for the maintenance and replacement of street trees and planting strips. Topping of trees is prohibited, unless under recommendation of a certified arborist, or other qualified professional. Trees shall be trimmed appropriately. Maintenance shall include watering during dry periods, trimming of established trees to remove dead branches and dangerous limbs and to maintain a minimum seven-foot clearance above all sidewalks, eight-foot clearance in clear vision areas pursuant to OCMC 10.32, and ten-foot clearance above the street. Planter strips shall be kept clear of weeds, obstructing vegetation and trash.

Response: It is understood the ongoing general tree maintenance requirements of this subsection are to apply to the street trees installed for this project. The standards are met.

Chapter 13.04 Water Service System

[Sub-sections omitted for brevity.]

Response: The requirements of this Chapter generally relate to the technical specifications for connection and operation of individual water services. It is understood these requirements apply to future water service plan review and installation permitting for this project. The standards can be met through future plan review and permitting.

Chapter 13.08 Sewer Regulations

[Sub-sections omitted for brevity.]

Response: The requirements of this Chapter generally relate to the technical specifications for connection and operation of individual sewer services. It is understood these requirements apply to future sewer service plan review and installation permitting for this project. The standards can be met through future plan review and permitting.

Chapter 13.12 Stormwater Management

13.12.010 - Purpose.

The purpose of this chapter is to define policies, minimum requirements, minimum standards and design procedures and permits for the construction and maintenance of stormwater conveyance and quantity and quality control facilities in order to:

- A. Minimize increased stormwater runoff rates from any development so as to minimize the impact upon any downstream natural channel that may exist between the subject area and the Willamette or Clackamas Rivers;
- B. Prevent water runoff generated by development from exceeding the capacity of downstream stormwater facilities;
- C. Reduce stormwater runoff rates and volumes, soil erosion and pollution, wherever possible, from developed and developing lands;
- D. Prevent the uncontrolled or irresponsible discharge of stormwater from new development onto adjoining public or private property;
- E. Maintain the integrity of stream channels for their biological functions, as well as for drainage and other purposes;
- F. Have stormwater conveyance facilities of adequate design to manage all volumes of water generated in the contributing drainage area, for both the existing condition and the anticipated future condition;
- G. Have all stormwater facilities:
 - 1. Designed to mimic natural hydrologic conditions, to the maximum extent practicable;
 - 2. Designed in a manner to allow economical future maintenance;
 - 3. If city owned or maintained, designed for maintenance with city owned equipment;
 - 4. Designed using materials that will ensure a minimum practical design life of seventy-five years; and
 - 5. Designed to have sufficient structural strength to resist erosion and all external loads (construction, traffic, seismic) which may be imposed;
- H. Establish maintenance easements with the owners of privately owned/maintained stormwater facilities to ensure an appropriate level of maintenance and to help minimize public safety hazards;
- I. Have all new stormwater facilities comply with applicable National Pollutant Discharge Elimination System (NPDES) requirements;
- J. Minimize the deterioration of existing watercourses, culverts, bridges, dams and other structures;
- K. Minimize increases in stormwater pollution;
- L. Allow for periodic inspections of both private and public stormwater quantity control and quality control facilities to verify that they are functioning in substantial conformance with the approved design intent; and
- M. Allow issuance of engineering permits for stormwater work in the right-of-way or public easements either as a separate Public Works permit or as part of overall issued public infrastructure construction plans. The various fees for these permits are approved and modified from time to time by the city

commission. Failure to meet the conditions of the issued permit shall constitute a violation of the Municipal Code.

Response: A Preliminary Stormwater Report is included with the application materials which demonstrates conformance of this project's storm drainage design with the purpose statements of this chapter. Please refer to the discussion of this chapter's requirements below and the Preliminary Stormwater Report for further information.

13.12.050 - Applicability and exemptions.

- B. Water Quality and Flow Control. The water quality and flow control requirements of this chapter shall apply to the following proposed uses or developments, unless exempted under subsection C:
1. Activities located wholly or partially within water quality resource areas pursuant to OCMC 17.49 that will result in the creation of more than five hundred square feet of impervious surface within the NROD or will disturb more than one thousand square feet of existing impervious surface within the NROD as part of a commercial or industrial redevelopment project. These square footage measurements will be considered cumulative for any given five-year period; or
 2. Activities that create or replace more than five thousand square feet of impervious surface, cumulated over any given five-year period.

Response: This planned project (in the project site) would create more than 5,000 square feet of impervious surface, including structures and infrastructure. This chapter is applicable.

13.12.080 - Submittal requirements.

- A. Applications subject to stormwater conveyance, water quality, and/or flow control requirements of this chapter shall prepare engineered drainage plans, drainage reports, and design flow calculation reports in compliance with the submittal requirements of the Public Works Stormwater and Grading Design Standards.
- B. Each project site, which may be composed of one or more contiguous parcels of land, shall have a separate valid city approved plan and report before proceeding with construction.

Response: This application includes Preliminary Plans and a Preliminary Stormwater Report which meet the above-referenced City Stormwater and Grading Design Standards. The standards are met.

13.12.090 - Approval criteria for engineered drainage plans and drainage report.

An engineered drainage plan and/or drainage report shall be approved only upon making the following findings:

- A. The plan and report demonstrate how the proposed development and stormwater facilities will accomplish the purpose statements of this chapter.

Response: A Preliminary Stormwater Report is included with the application materials which demonstrates conformance of this project's storm drainage design with the purpose statements of this chapter. The standards are met.

- B. The plan and report meet the requirements of the Public Works Stormwater and Grading Design Standards adopted by resolution under OCMC 13.12.020.

Response: A Preliminary Grading, Erosion, and Sediment Control Plan is provided with the Preliminary Plans, which, in conjunction with the Preliminary Stormwater Report, show conformance with the above-listed requirements. The standards are met.

- C. The storm drainage design within the proposed development includes provisions to adequately control runoff from all public and private streets and roof, footing, and area drains and ensures future extension of the current drainage system.

Response: As stated above, a Preliminary Grading, Erosion, and Sediment Control Plan is provided with the Preliminary Plans, which, in conjunction with the Preliminary Stormwater Report, show conformance with the above-listed requirements. The plans and report show that the private drainage from the planned improvements are to be adequately controlled. The standards are met.

- D. Streambank erosion protection is provided where stormwater, directly or indirectly, discharges to open channels or streams.

Response: This project does not involve direct or indirect discharge to open channels or streams. The standards are inapplicable.

- E. Specific operation and maintenance measures are proposed that ensure that the proposed stormwater quantity control facilities will be properly operated and maintained.

Response: As stated above, this application includes Preliminary Plans and a Preliminary Stormwater Report which meet the above-referenced City Stormwater and Grading Design Standards, per the requirements of this chapter. The new private stormwater facilities included with this project are planned to be operated and maintained by the property owner or designees. The standards are met.

13.12.145 - Maintenance of private stormwater facilities.

- A. An applicant shall submit an operation and maintenance plan for each proposed stormwater facilities, unless exempted in the Public Works Stormwater and Grading Design Standards. The information in the operation and maintenance plan shall satisfy the requirements of the Public Works Stormwater and Grading Design Standards.
- B. Private owners are required to inspect and maintain stormwater facilities on their property in accordance with an approved operation and maintenance plan. A maintenance log is required to document facility inspections and specific maintenance activities. The log shall be available to City inspection staff upon request.
- C. Failure to operate or maintain a stormwater facility according to the operation and maintenance plan may result in an enforcement action under Section 13.12.150.

Response: As discussed above, it is understood that the applicant and owner will be responsible for ongoing maintenance and inspection of the stormwater facilities per the requirements of this chapter. The standards are met.

Chapter 15.48 Grading, Filling, and Excavating

15.48.030 - Applicability—Grading permit required.

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- B. Those fill and grading activities proposed to be undertaken in conjunction with a land use application, including but not limited to subdivisions, planned unit developments, partitions and site plan reviews, are subject to the standards of this chapter. However, a separate grading permit is not required. Approval of the construction plans submitted through the land use application process shall constitute the grading permit required under this chapter.

Response: It is understood that grading plan review is required for this project, although a separate permit may not be necessary. The standards of this chapter apply.

15.48.090 - Submittal requirements.

An engineered grading plan or an abbreviated grading plan shall be prepared in compliance with the submittal requirements of the Public Works Stormwater and Grading Design Standards whenever a city approved grading permit is required. In addition, a geotechnical engineering report and/or residential lot grading plan may be required pursuant to the criteria listed below.

- A. **Abbreviated Grading Plan.** The city shall allow the applicant to submit an abbreviated grading plan in compliance with the submittal requirements of the Public Works Stormwater and Grading Design Standards if the following criteria are met:
1. No portion of the proposed site is within the flood management area overlay district pursuant to Chapter 17.42, the unstable soils and hillside constraints overlay district pursuant to Chapter 17.44, or a water quality resource area pursuant to Chapter 17.49; and
 2. The proposed filling or grading activity does not involve more than fifty cubic yards of earth.
- B. **Engineered Grading Plan.** The city shall require an engineered grading plan in compliance with the submittal requirements of the Public Works Stormwater and Grading Design Standards to be prepared by a professional engineer if the proposed activities do not qualify for abbreviated grading plan.

Response: A Preliminary Demolition, Grading, Erosion and Sediment Control Plan is included with the Preliminary Plans which is to be considered by City Engineering and Public Works in conjunction with the Preliminary Stormwater Report. A Final Grading Plan will be submitted prior to the commencement of ground disturbance, as is required above. The standards are met.

- C. **Geotechnical Engineering Report.** The city shall require a geotechnical engineering report in compliance with the minimum report requirements of the Public Works Stormwater and Grading Design Standards to be prepared by a professional engineer who specializes in geotechnical work when any of the following site conditions may exist in the development area:
1. When any publicly maintained facility (structure, street, pond, utility, park, etc.) will be supported by any engineered fill;
 2. When an embankment for a stormwater pond is created by the placement of fill;
 3. When, by excavation, the soils remaining in place are greater than three feet high and less than twenty feet wide.

Response: This project is not planned to include a publicly maintained facility supported by engineered fill, a stormwater pond embankment created by fill, or an area of remaining

soils greater than 3 feet high and less than 20 feet wide. The site is also outside of the mapped Geological Hazard Overlay. Thus, a geotechnical engineering report is not required.

- D. Residential Lot Grading Plan. The city shall require a residential lot grading plan in compliance with the minimum report requirements of the Public Works Stormwater and Grading Design Standards to be prepared by a professional engineer for all land divisions creating new residential building lots or where a public improvement project is required to provide access to an existing residential lot.

Response: This project does not involve a land division or public improvements required for access to an existing residential lot. The standards are inapplicable.

15.48.100 - Approval standards for grading permits and grading plans.

- A. A grading permit shall not be issued by the city without either an approved engineered grading plan or an approved abbreviated grading plan.
- B. An engineered grading plan or an abbreviated grading plan shall be approved only upon finding that the plan meets the requirements of the Public Works Stormwater and Grading Design Standards.

Response: It is understood that a Final Grading Plan prepared in accordance with the requirements of the Public Works Stormwater and Grading Design Standards is required to be submitted prior to non-exempt ground disturbance activities.

15.48.110 - Permit requirements.

- A. Construction Limits. Prior to the commencement of any permitted clearing and grading activities, clearing and grading limits must be clearly and visibly identified using staking and/or flagging. Under no circumstances may areas beyond the property boundaries be disturbed without the prior approval of the owners of those properties and without the issuance by the city of all necessary permits to work within these areas. Engineering division staff will inspect clearing limits prior to commencement of site work activities.

Response: Limits of construction are shown on the Preliminary Plans. Construction is planned to be limited to the project area and does not involve surrounding properties. The standards are met.

- B. Changed Conditions, Stop Work Order, Permit Revisions and Permit Revocation. The city may revoke the original grading permit, require revisions to the original grading permit and/or order work stopped on the project in the following circumstances.
 - 1. Stop Work Order. The city will order all or part of a permitted work stopped for any period of time for any of the following reasons:
 - a. Failure to comply with the conditions of the grading permit;
 - b. The grading permit was granted based on differing conditions or erroneous information submitted to the city by the applicant;
 - c. Weather or weather-created conditions have caused off-site or downstream problems concerning drainage, water quantity or water quality;

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- d. The work is hazardous to life, endangers property or adversely affects the use or stability of a public way or drainage course.
 - 2. Revisions to Grading Permit. Revisions to the original grading permit will be required in the following circumstances:
 - a. The grading permit was granted based on differing conditions or erroneous information submitted to the city by the applicant; or
 - b. Full implementation of the original grading permit will not resolve an identified drainage or water quality problem or an identified hazard to life or property.
 - 3. Revocation of Grading Permit. A grading permit will be revoked if the applicant fails to submit revisions to the grading permit as required in the above subsection within thirty days of receiving written notice from the city.
 - C. Engineers' Notification of Noncompliance. Permit noncompliance shall be reported by the project engineer or any associated professional (such as biologist, geologist, project inspector, etc.) immediately upon discovery by writing to the persons in charge of the grading work and to the city engineer. This subsection applies if work is not being done in conformance with the requirements of this chapter, the conditions of the grading permit or the recommendations of the geotechnical engineering report. Recommendations for corrective measures, if necessary, shall be submitted to the city engineer.

Response: It is understood that the inspection and compliance regulations described in this section are to apply to the grading permit and construction activities associated with this project.

- D. Permit Time Limit. A grading permit shall expire upon approved completion of all work or six months from the date the permit was issued, whichever comes first. The city engineer will issue one six-month extension upon first request. Additional six-month extensions may be granted if the work is proceeding in accordance with an approved permit. If work is not completed at the time of expiration of the permit and the city engineer has not extended the permit expiration date, all grading permit work must cease.
- E. Permit Expiration and Renewal. Upon the expiration of a permit without an extension, a new grading permit application must be submitted and approved prior to the resumption of work. Work not yet completed under the earlier permit will be reviewed in accordance with the most recent version of this chapter and the Public Works Stormwater and Grading Design Standards.

Response: It is understood the above-described time limit, expiration, and renewal provisions of this section are to apply to the grading permit for this project.

- F. Inspections. The city's engineering division shall be called for inspection if required by the grading permit.
- G. Completion of Work and Final Approval. Final city engineering approval shall be withheld until the following is completed and accepted by the city:
 - 1. All grading work has been completed in accordance with the final approved grading permit and/or grading plan;
 - 2. Final inspection and approval of work by the city;

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3. Any required final reports and statements of approval from the project engineer have been submitted to and approved by the city; and
 4. All engineered fills have received a certification from a professional engineer that the fill was installed in conformance with the approved grading plan. Attach soils test results that document compaction testing to the certification

Response: It is understood that the work associated with the grading permit must be inspected and approved by City Engineering staff prior to final certification. The standards can be met.

Chapter 16.12 Minimum Public Improvements and Design Standards for Development

16.12.011 - Applicability.

Compliance with this chapter is required for all development including land divisions, site plan and design review, master plan, detailed development plan and conditional use applications and all public improvements. Minor Site Plan and Design Review applications shall not be subject to this chapter unless improvements are proposed within the right-of-way.

Response: This application has been identified by City staff as requiring a Type II review. Public improvements are anticipated to be limited to ADA improvements at the existing accesses located on Clairmont Way. The standards of this chapter apply.

16.12.013 - Modifications. The applicant may request and the review body may consider modification of the standards in this chapter resulting from constitutional limitations restricting the City's ability to require the dedication of property or for any other reason, based upon the criteria listed below and other criteria identified in the standard to be modified. All modifications shall be processed through a Type II Land Use application and may require additional evidence from a transportation engineer or others to verify compliance. Compliance with the following criteria is required:

- A. The modification meets the intent of the standard;
- B. The modification provides safe and efficient movement of pedestrians, motor vehicles, bicyclists and freight;
- C. The modification is consistent with an adopted transportation or utility plan; and
- D. The modification is complementary with a surrounding street design; or, in the alternative;
- E. If a modification is requested for constitutional reasons, the applicant shall demonstrate the constitutional provision or provisions to be avoided by the modification and propose a modification that complies with the state or federal constitution. The City shall be under no obligation to grant a modification in excess of that which is necessary to meet its constitutional obligations.

Response: Modifications to the standards of this chapter as described above are not anticipated to be necessary for this project. It is understood that should such modifications become necessary, the above-listed criteria apply.

16.12.014 - Administrative provisions.

An applicant shall submit the following items to the City and complete the following tasks prior to proceeding with construction of proposed development plans. These items include the following:

- A. Pre-Design Meeting;
- B. Final Engineering Plans, Stamped and Signed by an Oregon Licensed Professional Engineer;
- C. Stormwater Report, Stamped and Signed by an Oregon Licensed Professional Engineer;
- D. Geotechnical Report, Stamped and Signed by an Oregon Licensed Professional Engineer (if applicable);
- E. Engineer's Preliminary and Final Cost Estimates (also may be known as engineer's opinion of probable construction cost);
- F. Plan Check and Inspection Fees (as set by City resolution);
- G. Certificate of Liability Insurance for city funded public projects contracted by the City (not less than one million dollars single incident and two million dollars aggregate);
- H. Preconstruction Meeting Notes;
- I. Financial Guarantee(s) per OCMC 17.50.140;
- J. Applicable Approvals/Permits from other agencies or entities;
- K. Developer/Engineer Agreement for public works improvements.

An applicant shall submit the following additional items to the City and complete the following tasks prior to completing construction of proposed development plans. These items include the following:

- L. Project Engineer's Certificate of Completion;
- M. Stormwater Operation and Maintenance Easement (if applicable);
- N. Deed of Dedication (Bargain and Sale Deed);
- O. Recorded Plat and/or Easements (if applicable);
- P. Recorded Non-Remonstrance Covenant Agreement;
- Q. Land Division Compliance Agreement (if applicable);
- R. Permanent Stabilization and/or Restoration of the impact from the development;
- S. Fulfillment of all Conditions of Approval;
- T. Payment of all Outstanding Fees;
- U. Maintenance Guarantee(s). per OCMC 17.50.141;
- V. Indemnity Agreement (if applicable);
- W. Completed Punchlist;
- X. As-Built Drawings;

Response: The above-listed items and requirements are generally to be provided to the City after preliminary land use approval. It is understood that the applicable listed items may be required prior to construction and project completion. The standards can be met.

16.12.015 – Street Design—Generally.

Development shall be required to provide existing or future connections to adjacent sites through the use of vehicular and pedestrian access easements where applicable. Development shall provide any necessary dedications, easements or agreements as identified in the Transportation System Plan, Trails Master Plan, and/or Parks and Recreation Master Plan and this chapter, subject to constitutional limitations. The location, width and grade of street shall be considered in relation to: existing and planned streets, topographical conditions, public convenience and safety for all modes of travel, existing and identified future transit routes and pedestrian/bicycle accessways, overlay districts, and the proposed use of land to be served by the streets. The street system shall assure an adequate traffic circulation system with intersection angles, grades, tangents and curves appropriate for the traffic to be carried considering the terrain. To the extent possible, proposed streets shall connect to all existing or approved stub streets that abut the development site. The arrangement of streets shall either:

- A. Provide for the continuation or appropriate projection of existing principal streets in the surrounding area and on adjacent parcels or conform to a plan for the area approved or adopted by the City to meet a particular situation where topographical or other conditions make continuance or conformance to existing streets impractical;
- B. Where necessary to give access to or permit a satisfactory future development of adjoining land, streets shall be extended to the boundary of the development and the resulting dead-end street (stub) may be approved with a temporary turnaround as approved by the City Engineer. Notification that the street is planned for future extension shall be posted on the stub street until the street is extended and shall inform the public that the dead-end street may be extended in the future. Access control in accordance with OCMC 16.12.017 shall be required to preserve the objectives of street extensions.
- C. Adequate right-of-way and improvements to streets, pedestrian ways, bike routes and bikeways, and transit facilities shall be provided and be consistent with the City's Transportation System Plan. Consideration shall be given to the need for street widening and other improvements in the area of the proposed development impacted by traffic generated by the proposed development. This shall include, but not be limited to, improvements to the right-of-way, such as installation of lighting, signalization, turn lanes, median and parking strips, traffic islands, paving, curbs and gutters, sidewalks, bikeways, street drainage facilities and other facilities needed because of anticipated vehicular and pedestrian traffic generation.

Response: This application involves the addition of 17 single-family dwellings (manufactured homes) to an existing mobile home park. The subject property is a single tax lot and interior circulation is provided by a network of established private streets and drives. The project site is to be accessed via a new private street with a hammerhead turnaround. This new street will connect to Adrian Way, an existing private street near the north boundary of the park. As shown on the Preliminary Plans, the new private street is planned to have a 24-foot paved width and a 4-foot-wide sidewalk on one side. As further shown on the Preliminary Plans, the private street includes three on-street parking spaces within a 32-foot-wide paved section. Planned improvements outside of the project area are as noted in the pre-application notes from City Engineering staff, including ADA ramp improvements at the Clairmont Way access driveways at the south side of the park. Please refer to the Preliminary Plans for further information. The standards are met.

Additionally, a Transportation Analysis Letter (TAL) prepared by Lancaster Engineering is included with the application materials. The TAL conforms with the *City of Oregon City Guidelines for Transportation Impact Analysis*. Because this project is estimated to generate less than 24 peak hour trips, the TAL is acceptable instead of a Transportation Impact Study. The TAL analyzed access intersections, trip generation and distribution, and safety with crash data and sight distance. The TAL concluded that the projected impacts of the project to the existing transportation system within the site vicinity are expected to be minimal, new site trips are not expected to significantly alter the operation or safety of the existing transportation facilities, and the nearby roadways and intersections are expected to operate safely. Please refer to the TAL for further information. The standards are met.

16.12.016 - Street design.

All development regulated by this chapter shall provide street improvements in compliance with the standards in Table 16.12.016 depending on the street classification set forth in the Transportation System Plan and the Comprehensive Plan designation of the adjacent property, unless an alternative plan has been adopted. The table implements the adopted Transportation System Plan and illustrates the maximum design standards. These standards may be reduced with an alternative street design which may be approved based on the modification criteria in OCMC 16.12.013. The steps for reducing the street design are found in the Transportation System Plan.

Table 16.12.016 Street Design. [Table Omitted.]

Response: This project does not involve the construction of or new connections to public streets. The project area is to be accessed by a new private street connecting to existing private streets within the park. The new street section is to be constructed per the street standards contained in the Manufactured Home Park Design Standards of OCMC 17.20.050.C.7. This particular private street section is allowed in manufactured home parks but is not included specifically in the street design standards or Table 16.12.016, thus the table is not included here. The standards are met.

- A. Sidewalks. The applicant shall provide for sidewalks on both sides of all public streets, on any private street if so required by the decision-maker, and in any special pedestrian way within the development. Both sidewalks and curbs are to be constructed to City standards and at widths set forth above, and according to plans and specifications provided by the City Engineer. Exceptions to this requirement may be allowed in order to accommodate topography, trees or some similar site constraint. In the case of major or minor arterials, the decision-maker may approve a development without sidewalks where sidewalks are found to be dangerous or otherwise impractical to construct or are not reasonably related to the applicant's development. The decision-maker may require the applicant to provide sidewalks concurrent with the issuance of the initial building permit within the area that is the subject of the development application. Applicants for partitions may be allowed to meet this requirement by providing the City with a financial guarantee per OCMC 16.12.110.

Response: As shown on the Preliminary Plans (Exhibit B) pedestrian access is provided to and within the project area by a new sidewalk along one side of the new street. A sidewalk is required on one side of the street by the Manufactured Home Park Design Standards found in 17.20.050.C.7. Please refer to the discussion in that section of this narrative for further information. The standards are met.

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- B. Pedestrian and Bicycle Accessways Routes. If deemed appropriate to extend pedestrian and bicycle routes, existing or planned, the decision-maker may require the installation of separate pedestrian and bicycle facilities.

Response: Bicycle access routes were not mentioned in the pre-application notes or discussion and there is not a direct code requirement to provide them for this project. The standards are inapplicable.

- C. Street Name Signs and Traffic Control Devices. The applicant shall install street signs and traffic control devices as directed by the City Engineer. Street name signs and traffic control devices shall be in conformance with all applicable city regulations and standards.

Response: The Transportation Analysis Letter (TAL) provided by Lancaster Engineering does not indicate that additional traffic control devices are necessary for this project. Future street names and signage are to conform with City standards.

- D. Street Lights. The applicant shall install street lights which shall be served from an underground source of supply. Street lights shall be in conformance with all City regulations.

Response: The Preliminary Site Plan shows planned future streetlight locations within the project area. It is understood that the streetlights are to be supplied with underground power and installed per City regulations. City Engineering staff have informed the Applicant's consulting engineer that a photometric plan for the Clairmont Way frontage may be provided at the construction plan review stage, following land use approval. The standards can be met through conditions of approval and future construction permit review.

- E. Any new street proposed with a pavement width of less than thirty-two feet shall be processed through OCMC 16.12.013 and meet minimum life safety requirements, which may include fire suppression devices as determined by the Fire Marshall to assure an adequate level of fire and life safety. The modified street shall have no less than a twenty-foot wide unobstructed travel lane.

Response: A modification per 16.12.013 is not necessary for the planned private street because it is separately permitted for manufactured home parks under the requirements of 17.20.050.C.7. The planned private street shown on the Preliminary Plans has been preliminarily reviewed via email by the Deputy Fire Marshal for life-safety access. The standards are met.

- F. All development shall include vegetated planter strips that are five feet in width or larger and located between the sidewalk and curb unless otherwise approved pursuant to this chapter. All development shall utilize the vegetated planter strip for the placement of street trees or place street trees in other acceptable locations, as prescribed by OCMC 12.08. Development proposed along a collector, minor arterial, or major arterial roads may place street trees within tree wells within a wider sidewalk in lieu of a planter strip. In addition to street trees per OCMC 12.08, vegetated planter strips shall include ground cover and/or shrubs spaced four feet apart and appropriate for the location. No invasive or nuisance plant species shall be permitted.

Response: As stated above, the private street section shown in the Preliminary Plans is separately allowed for manufactured home parks per 17.20.050.C.7. The Preliminary Site Plan with

the street and turnaround (as shown on the Preliminary Plans) has been presented to Clackamas Fire District #1, City Engineering and City Planning staff. All have indicated general approval of the design as shown. A Preliminary Landscape Plan, showing future landscaped areas and open space, is included with application materials. This plan shows street trees and open space in conformance with applicable City regulations. The standards are met.

- G. Vehicle and pedestrian access easements may serve in lieu of streets when approved by the decision maker and only where dedication of a street is deemed impracticable.
- H. Vehicular and pedestrian easements shall allow for public access and shall comply with all applicable pedestrian access requirements.

Response: As shown on the Preliminary Plans, the project area is to be accessed via a new private street with off-street parking. Dwellings are not on individual lots so access easements are not necessary. The criteria are inapplicable.

16.12.018 - Street design—Alignment.

The centerline of streets shall be:

- A. Aligned with existing streets by continuation of the centerlines; or
- B. Offset from the centerline by no more than five feet, provided appropriate mitigation, in the judgment of the City Engineer, is provided to ensure that the offset intersection will not pose a safety hazard.
- C. Driveways that are at least twenty-four feet wide shall align with existing or planned streets on adjacent sites.

Response: Street design alignment is in conformance with City Engineering standards. Driveways that are at least twenty-four feet wide are not planned. The standards are met.

16.12.019 - Traffic sight obstructions.

All new streets shall comply with the Traffic Sight Obstructions in Chapter 10.32.

Response: New streets intersecting with public rights-of-way are not planned for this project. Per the Sight Distance Analysis in the TAL provided by Lancaster Engineering, sight distance for the existing site intersections is adequate and site intersections are expected to operate safely.

16.12.020 - Street design—Intersection angles.

Except where topography requires a lesser angle, streets shall be laid out to intersect at angles as near as possible to right angles. In no case shall the acute angles be less than eighty degrees unless there is a special intersection design....

Response: As shown on the Preliminary Plans, the new private street is planned to be constructed at a right angle to the existing private street, Adrian Way. The standard is met.

16.12.021 - Street design—Grades and curves.

Grades and center line radii shall conform to standards approved by the City Engineer.

Response: Grades and radii of the new private street and hammerhead turnaround for this project are designed to City Standard details, as applicable. It is noted that the planned private

street is specific to the manufactured home park design standards. The standards are met.

16.12.022 - Street design—Development abutting arterial or collector street.

Response: The project area does not abut an arterial or collector street. The standards are inapplicable.

16.12.024 - Street design—Half street.

Response: The project does not require half streets. The standards are inapplicable.

16.12.025 - Street design—Cul-de-sacs and dead-end streets.

The City discourages the use of cul-de-sacs and permanent dead-end streets except where construction of a through street is found by the decision maker to be impracticable due to topography or some significant physical constraint such as geologic hazards, wetland, natural or historic resource areas, pre-existing dedicated open space, pre-existing development patterns, arterial access restrictions or similar situation as determined by the decision maker. This section is not intended to preclude the use of curvilinear eyebrow widening of a street where needed.

- A. When permitted, access from new cul-de-sacs and permanent dead-end streets shall be limited to a maximum of twenty-five dwelling units.
- B. Cul-de-sacs and permanent dead-end streets shall include pedestrian/bicycle accessways to meet minimum block width standards as prescribed in OCMC 16.12.030.
- C. Cul-de-sacs shall have sufficient radius to provide adequate turn-around for emergency vehicles in accordance with fire district and city adopted street standards.
- D. Permanent dead-end streets shall provide public street right-of-way/easements sufficient to provide a sufficient amount of turn-around space complete with appropriate no-parking signs or markings to accommodate waste disposal, sweepers, emergency and other long vehicles in the form of a hammerhead or other design to be approved by the decision maker.
- E. In the case of dead-end stub streets that will connect to streets on adjacent sites in the future, notification that the street is planned for future extension shall be posted on the stub street until the street is extended and shall inform the public that the dead-end street may be extended in the future. A dead-end street shall include signage or barricade meeting Manual on Uniform Traffic Control Devices (MUTCD).

Response: The project does not include a cul-de-sac. A private street with a dead-end turnaround is planned with the access to the 17 future dwelling units. This street design is necessitated by the location of existing improvements (established dwellings) surrounding the project area. As shown on the Preliminary Plans, pedestrian access is provided to and within the project area by a new sidewalk on one side of the private street. The planned hammerhead turnaround design has been presented to the Fire District and City Planning and Engineering staff, all of whom have indicated general approval of the design. The standards are inapplicable.

16.12.026 - Street design—Alleys.

Response: Alleys are not planned for this project. The standards are inapplicable.

16.12.027 - Street design—Off-site street improvements.

During consideration of the preliminary plan for a development, the decision maker shall determine whether existing streets impacted by, adjacent to, or abutting the development meet the applicable design or dimensional requirements. Where such streets fail to meet these requirements, the decision-maker shall require the applicant to make proportional improvements sufficient to achieve conformance with minimum applicable design standards required to serve the proposed development.

Response: As noted above, City Engineering staff indicated in the pre-application notes that off-site improvements (outside of the project area) are to be limited to enhanced ADA access at the Clairmont Way private street entrances to the park, and potentially the improvement of streetlights along Clairmont Way to meet minimum standards. Per City staff, a photometric analysis of the existing streetlights along Clairmont Way can be provided after preliminary land use approval during construction permitting. The standards are met.

16.12.030 - Blocks—Width.

Response: Blocks are not included with this project. The standards are inapplicable.

16.12.032 – Public off-street pedestrian and bicycle accessways.

Response: The project area does not involve pedestrian or bicycle accessways or entry points to public rights-of-way. The standards are inapplicable.

16.12.033 - Mobility standards.

Development shall demonstrate compliance with intersection mobility standards. When evaluating the performance of the transportation system, the City of Oregon City requires all intersections, except for the facilities identified in subsection E below, to be maintained at or below the following mobility standards during the two-hour peak operating conditions. The first hour has the highest weekday traffic volumes and the second hour is the next highest hour before or after the first hour. Except as provided otherwise below, this may require the installation of mobility improvements as set forth in the Transportation System Plan (TSP) or as otherwise identified by the City Engineer.

- C. For intersections outside the boundaries of the Regional Center and not designated on the Arterial and Throughway Network, as defined in the Regional Transportation Plan, the following mobility standards apply:
 - 1. For signalized intersections:
 - a. During the first hour, LOS "D" or better will be required for the intersection as a whole and no approach operating at worse than LOS "E" and a v/c ratio not higher than 1.0 for the sum of the critical movements.
 - b. During the second hour, LOS "D" or better will be required for the intersection as a whole and no approach operating at worse than LOS "E" and a v/c ratio not higher than 1.0 for the sum of the critical movements.
 - 2. For unsignalized intersections outside of the boundaries of the Regional Center:

-
- a. For unsignalized intersections, during the peak hour, all movements serving more than twenty vehicles shall be maintained at LOS "E" or better. LOS "F" will be tolerated at movements serving no more than twenty vehicles during the peak hour.

Response: The subject property is outside of the Regional Center and Clairmont Way is designated as a Residential Collector, not an arterial street. As discussed above, the TAL provided by Lancaster Engineering for this project indicates that all affected project intersections are expected to continue to operate at acceptable levels of service and the project is projected to have minimal impact to the transportation system in the vicinity of the site. Please refer to the TAL for further information. The standards are met.

16.12.035 - Driveways.

- A. All new development and redevelopment shall meet the minimum driveway spacing standards identified in Table 16.12.035.A.

Response: As shown on the Preliminary Plans, the project includes two shared driveways and one individual driveway to provide access for some of the new dwelling units in this project. The driveways take access from the planned private street which is not a street type that is included in Table 16.12.035.A. As previously discussed, the private street section shown in the Preliminary Plans is separately allowed for manufactured home parks per 17.20.050.C.7. That being said, the planned shared driveways meet the minimum driveway spacing standards for local streets. To the extent applicable, this standard is met.

- B. Nonresidential or multi-family residential driveways that generate high traffic volumes shall be treated as intersections and shall adhere to requirements of OCMC 16.12.020.

Response: This application does not involve nonresidential or multi-family uses. This standard does not apply.

(...)

- D. When a property fronts multiple roads, access shall be provided from the road with the lowest classification in the Transportation System Plan whenever possible to minimize points of access to arterials and collectors. At the discretion of the City Engineer, properties fronting a collector or arterial road may be allowed a second driveway, for the creation of a circulation pattern that eliminates reverse maneuvers for vehicles exiting a property if applied for and granted through procedures in OCMC 16.12.013. All lots proposed with a driveway and lot orientation on a collector or minor arterial shall combine driveways into one joint access per two or more lots unless the City Engineer determines that:

1. No driveway access may be allowed since the driveway(s) would cause a significant traffic safety hazard; or
2. Allowing a single driveway access per lot will not cause a significant traffic safety hazard.

Response: This site does not front multiple roads, nor does it front a collector or arterial road. Therefore, these standards do not apply.

- E. All driveway approaches shall be limited to the dimensions identified in Table 16.12.035.D.

Table 16.12.035.D Driveway Approach Size Standards		
Property Use	Minimum Driveway Approach Width	Maximum Driveway Approach Width
Single-Family Detached in R-5 & R-3.5	10 feet	10 feet
Multi-Family	18 feet	30 feet

Response: As shown on the Preliminary Plans, the planned driveways meet the minimum driveway approach standards noted above. This standard is satisfied.

- F. The City Engineer reserves the right to require a reduction in the number and size of driveway approaches as far as practicable for any of the following purposes:
1. To provide adequate space for on-street parking;
 2. To facilitate street tree planting requirements;
 3. To assure pedestrian and vehicular safety by limiting vehicular access points; and
 4. To assure that adequate sight distance requirements are met.
 - a. Where the decision maker determines any of these situations exist or may occur due to the approval of a proposed development for non-residential uses or attached or multi-family housing, a shared driveway shall be required and limited to twenty-four feet in width adjacent to the sidewalk or property line.

Response: This standard is understood. However, as shown on the Preliminary Plans, this application includes two shared driveways and one individual driveway. Reductions to the number of driveways is neither necessary nor warranted.

- G. For all driveways, the following standards apply.
1. Each new or redeveloped curb cut shall have an approved concrete approach or asphalted street connection where there is no concrete curb and a minimum hard surface for at least ten feet back into the property as measured from the current edge of sidewalk or street pavement to provide for controlling gravel tracking onto the public street. The hard surface may be concrete, asphalt, or other surface approved by the City Engineer.

Response: As shown on the Preliminary Plans, the driveways included in this application are planned to be concrete and meet the above standards, as applicable. This standard is satisfied.

2. Any driveway approach built within public right-of-way shall be built and permitted per City requirements as approved by the City Engineer.

Response: This application does not include driveway approaches within public rights-of-way. This standard does not apply.

3. No driveway with a slope of greater than fifteen percent shall be permitted without approval of the City Engineer.

Response: As shown on the Preliminary Plans (Exhibit B), the planned driveways do not exceed a fifteen percent slope. This standard is met.

16.12.065 - Building site—Grading.

Grading of building sites shall conform to the State of Oregon Structural Specialty Code, Title 18, any approved grading plan and any approved residential lot grading plan in accordance with the requirements of OCMC 13.12,15.48, 16.12 and the Public Works Stormwater and Grading Design Standards, and the erosion control requirements of OCMC 17.47.

Response: As discussed elsewhere in this narrative, a Preliminary Demolition, Grading, Erosion, and Sediment Control Plan is included with the Preliminary Plans. It is understood that an erosion and sediment control permit will be required prior to construction. The standards are met or can be met during construction permitting.

16.12.085 - Easements.

The following shall govern the location, improvement and layout of easements:

- A. Utilities. Utility easements shall be required where necessary as determined by the City Engineer. Insofar as practicable, easements shall be continuous and aligned from block-to-block within the development and with adjoining subdivisions or partitions. Specific utility easements for water, sanitary or storm drainage shall be provided based on approved final engineering plans.

Response: Existing and planned utility easements are shown on the Preliminary Plans based on the information available at the time of application. A 10-foot public utility easement is planned along the Clairmont Way frontage. Please refer to the Preliminary Plans for further information. Per the pre-application meeting notes from Public Works – Engineering Services, “the applicant will be required to confirm the path” of the existing 6-inch water main “that runs within a public easement within the subject property” and that the path of the 8-inch sanitary sewer main which “runs along the southeast side of the subject property within a public easement” are within their respective easements. The standards are met or can be met through plan review.

16.12.090 - Minimum improvements—Procedures.

In addition to other requirements, improvements installed by the applicant either as a requirement of these or other regulations, or at the applicant's option, shall conform to the requirements of this title and be designed to City specifications and standards as set out in the City's facility master plan and Public Works Stormwater and Grading Design Standards. The improvements shall be installed in accordance with the following procedure:

- A. Improvement work shall not commence until construction plans have been reviewed and approved by the City Engineer and to the extent that improvements are located in County or State right-of-way, they shall be approved by the responsible authority. To the extent necessary for evaluation of the proposal, the plans may be required before approval of the preliminary

plat of a subdivision or partition. Expenses incurred thereby shall be borne by the applicant and paid for prior to final plan review.

- B. Improvements shall be constructed under the inspection and approval of the City Engineer. Expenses incurred thereby shall be borne by the applicant and paid prior to final approval. Where required by the City Engineer or other City decision-maker, the applicant's project engineer also shall inspect construction.
- C. Erosion control or resource protection facilities or measures are required to be installed in accordance with the requirements of OCMC 17.47, 17.49 and the Public Works Erosion and Sediment Control Standards.
- D. Underground utilities, waterlines, sanitary sewers and storm drains installed in streets shall be constructed prior to the surfacing of the streets. Stubs for service connections for underground utilities, such as, storm, water and sanitary sewer shall be placed beyond the ten-foot wide franchise utility easement within private property.
- E. As-built construction plans and digital copies of as-built drawings shall be filed with the City Engineer upon completion of the improvements.
- F. The City Engineer may regulate the hours of construction and access routes for construction equipment to minimize impacts on adjoining residences or neighborhoods.

Response: It is understood that the standards described in this section apply to the minimum improvements involved in this project. The Preliminary Plans are designed to meet the applicable standards; however, this application is for preliminary land use approval only. Construction plans are to be submitted to the City separately and future improvements will be constructed per approved plans. The standards are met or can be met through construction plan review and approval.

16.12.095 - Minimum improvements—Public facilities and services.

The following minimum improvements shall be required of all applicants for a development, unless the decision-maker determines that any such improvement is not proportional to the impact imposed on the City's public systems and facilities:

- A. Transportation System. Applicants and all subsequent lot owners shall be responsible for improving the City's planned level of service on all public streets, including alleys within the development and those portions of public streets adjacent to but only partially within development. Applicants are responsible for designing and providing adequate vehicular, bicycle and pedestrian access to their developments and for accommodating future access to neighboring undeveloped properties that are suitably zoned for future development. Storm drainage facilities shall be installed and connected to off-site natural or man-made drainageways. Upon completion of the street improvement survey, the applicant shall reestablish and protect monuments of the type required by ORS 92.060 in monument boxes with covers at every public street intersection and all points of curvature and points of tangency of their center line, and at such other points as directed by the City Engineer.

Response: This project involves limited connection to public improvements and is to be accessed via a new private street within an existing manufactured home park. The project area is a vacant area within an existing mobile home park and planned public improvements are limited to ADA accessibility improvements at the Clairmont Way accesses and potential streetlight upgrades along the right-of-way. As stated in the TAL, impacts to the site

intersections and vicinity transportation system are expected to be minimal. Pedestrian and bicycle access will be available within the project area and upon completion of this project there is limited opportunity for future infill or additional connection within the property. The Preliminary Plans include a Preliminary Grading, Erosion, and Sediment Control Plan, an Emergency Vehicle Access Plan with Aerial Photograph, and a Preliminary Site Plan which show planned private improvements for the project. Additionally, a Preliminary Stormwater Report is included with the application materials. The standards, as applicable, are met.

- B. **Stormwater Drainage System.** Applicants shall design and install drainage facilities within a development and shall connect the development's drainage system to the appropriate downstream storm drainage system as a minimum requirement for providing services to the applicant's development. The applicant shall obtain county or state approval when appropriate. Applicants are responsible for extending the appropriate storm drainage system to the development site and for providing for the connection of upgradient properties to that system. The applicant shall design the drainage facilities in accordance with City drainage master plan requirements, OCMC 13.12 and the Public Works Stormwater and Grading Design Standards.

Response: As discussed in response to OCMC 13.12 in this narrative, a Preliminary Stormwater Report is included with the application materials. The report shows the planned drainage system is to provide adequate downstream drainage to serve this project and that the stormwater facilities for this project are designed to the OCMC 13.12 and Public Works Stormwater and Grading Design Standards. Please refer to the Preliminary Stormwater Report and the Preliminary Plans for further information. The standards are met.

- C. **Sanitary Sewer System.** The applicant shall design and install a sanitary sewer system to serve all lots or parcels within a development in accordance with the City's sanitary sewer design standards, and shall connect those lots or parcels to the City's sanitary sewer system, except where connection is required to the county sanitary sewer system as approved by the county. Applicants are responsible for extending the City's sanitary sewer system to the development site and through the applicant's property to allow for the future connection of neighboring undeveloped properties that are suitably zoned for future development. The applicant shall obtain all required permits and approvals from all affected jurisdictions prior to final approval and prior to commencement of construction. Design shall be approved by the City Engineer before construction begins.

Response: As shown on the Preliminary Composite Utility Plan, a sanitary sewer system connection for each new dwelling unit is planned for this project. Information available indicates adequate system capacity for the project as planned. Construction permits are to be obtained after construction plan approval. The standards are met.

- D. **Water System.** The applicant shall design and install a water system to serve all lots or parcels within a development in accordance with the City public works water system design standards, and shall connect those lots or parcels to the City's water system. Applicants are responsible for extending the City's water system to the development site and through the applicant's property to allow for the future connection of neighboring undeveloped properties that are suitably zoned for future development.

Response: As shown on the Preliminary Composite Utility Plan, a municipal water system connection for each new dwelling unit is planned for this project. Information available indicates adequate system capacity for the project as planned. Construction permits are to be obtained after construction plan approval. The standards are met.

E. Street Trees. Refer to OCMC 12.08, Street Trees.

Response: Compliance with the Street Tree requirements of OCMC 12.08 is discussed earlier in this narrative. The standards are met.

F. Bench Marks. At least one bench mark shall be located within the subdivision boundaries using datum plane specified by the City Engineer.

Response: This is not an application for a subdivision. The standard is not applicable.

G. Other Utilities. The applicant shall make all necessary arrangements with utility companies or other affected parties for the installation of underground lines and facilities. Existing and new electrical lines and other wires, including but not limited to communication, street lighting and cable television, shall be placed underground.

Response: It is understood that new utilities for the project area are to be placed underground, as feasible. The Applicant plans to make necessary arrangements with applicable utility companies after construction plan review and approval by the City. The standards are met.

H. Oversizing of Facilities. All facilities and improvements shall be designed to City standards as set out in the City's facility master plan, public works design standards, or other City ordinances or regulations. Compliance with facility design standards shall be addressed during final engineering. A development may be required to modify or replace existing offsite systems if necessary to provide adequate public facilities. The City may require oversizing of facilities to meet standards in the City's facility master plan or to allow for orderly and efficient development. Where oversizing is required, the applicant may request reimbursement from the City for oversizing based on the City's reimbursement policy and funds available, or provide for recovery of costs from intervening properties as they develop.

Response: This project is not anticipated to require utility oversizing or replacement of off-site utilities. However, it is understood the standards of this sub-section are applicable under certain circumstances. The standards are met.

I. Erosion Control Plan—Mitigation. The applicant shall be responsible for complying with all applicable provisions of OCMC 17.47 with regard to erosion control.

Response: As discussed later in this narrative, this project is planned to comply with the applicable provisions of OCMC 17.47 for erosion control plans. The standards are met.

16.12.105 - Same—Timing requirements.

A. Prior to applying for final plat approval, the applicant shall either complete construction of all public improvements required as part of the preliminary plat approval or guarantee the construction of those improvements. Whichever option the applicant elects shall be in accordance with OCMC 17.50.140.

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- B. Construction. The applicant shall construct the public improvements according to approved final engineering plans and all applicable requirements of this Code, and under the supervision of the City Engineer. Under this option, the improvement shall be complete and accepted by the City Engineer prior to final plat approval.

Response: Although this is not an application for a subdivision (thus no new lots or a plat will be created), the Applicant understands that required public improvements must either be completed or financially guaranteed prior to final permit approval (occupancy). The standards can be met through conditions of approval.

16.12.110 -Public improvements—Financial guarantees.

- A. To ensure construction of required public improvements, the applicant shall provide the City with a performance guarantee in accordance with OCMC 17.50.140.
- B. After satisfactory completion of required public improvements and facilities, all public improvements not constructed by the City, shall be maintained and under warranty provided by the property owner or developer constructing the facilities until the City accepts the improvements at the end of the warranty period as prescribed in OCMC 17.50.141.

Response: As stated above, it is understood that required public improvements conditioned with this project are to be completed or guaranteed by the applicant prior to final approval. Although public improvements associated with this project are anticipated to be limited, it is understood that public improvements not constructed by the City are to be maintained and warranted until accepted by the City. The standards can be met.

Chapter 17.10 Medium Density Residential Districts

17.10.010 - Designated.

The R-5 and R-3.5 residential districts are designed for medium density residential development.

17.10.020 - Permitted uses.

Permitted uses in the R-5 and R-3.5 districts are:

- A. Single-family detached residential units;
- B. Accessory uses, buildings and dwellings;
- C. Internal conversions;
- D. Duplexes;
- E. Corner duplexes;
- F. Single-family attached residential units;
- G. 3-4 plex residential;
- H. Cluster housing;
- I. Manufactured home parks or subdivisions in the R-3.5 district only;
- J. Residential homes;
- K. Parks, playgrounds, playfields and community or neighborhood centers;
- L. Home occupations;

- M. Family day care providers;
- N. Farms, commercial or truck gardening and horticultural nurseries on a lot not less than twenty thousand square feet in area (retail sales of materials grown on-site is permitted);
- O. Temporary real estate offices in model homes located on and limited to sales of real estate on a single piece of platted property upon which new residential buildings are being constructed;
- P. Transportation facilities.

Response: The subject property is located in the R-3.5 Medium Density Residential District. Manufactured home parks are an allowed use in the R-3.5 District. This application involves the placement of additional manufactured homes in an existing manufactured home park. The standards are met.

17.10.040 - Dimensional standards.

Dimensional standards in the R-5 and R-3.5 districts are as follows:

Table 17.10.040 [Table Omitted.]

Response: The manufactured home park design standards found in OCMC 17.20.050 are applicable to this project. Thus, the particular dimensional standards of 17.10.040 are not applicable to this project. However, this project is designed to be in general conformance with this chapter. The standards, as applicable, are met.

17.10.045 - Exceptions to setbacks.

- A. Projections from buildings. Ordinary building projections such as cornices, eaves, overhangs, canopies, sunshades, gutters, chimneys, flues, sills or similar architectural features may project into the required yards up to twenty-four inches.
- B. Through lot setbacks. Through lots having a frontage on two streets shall provide the required front yard on each street. The required rear yard is not necessary.

Response: It is understood the setback exceptions listed above would apply to future structure placement, however this application is for general land use approval only and is designed to meet applicable setbacks, as shown on the Preliminary Site Plan and Preliminary Dimensioned Site Plan. Unit-specific compliance with setbacks can be verified during the building permit review process. Through lots are not planned for this project. The standards are inapplicable at this time.

17.10.050 - Density standards.

- A. Density standards in the R-5 and R-3.5 districts are as follows:

Table 17.10.050		
Standard	R-5	R-3.5
Minimum net density	7.0 du/acre	10 du/acre
Maximum net density		
• Single-family detached	8.7 du/acre	12.4 du/acre
• Single-family attached	12.4 du/acre	17.4 du/acre
• 3-4 plexes	17.4 du/acre	21.8 du/acre

Response: This project involves the placement of 17 manufactured homes in an existing mobile home park with 189 current dwellings. Per City staff, allowed density is based on the total subject property. The subject property is ± 28.97 acres in area. As stated in the pre-application notes, City staff estimate the “developable” area of overall site (Tax Lot 402) as approximately 23.75 acres. The Applicant’s consultant has similarly calculated ± 23.66 acres of developable area (gross site area, less private streets and access drives). Thus, based on the R-3.5 minimum net density, the park would require at least 237 dwelling units if it were constructed new. Conversely, the maximum net density would allow 294 units. This application will result in 206 total units for the park; below 237 dwelling units but much closer to the target minimum density for the R-3.5 District. As shown on the Preliminary Plans, this application provides for the highest reasonable density of new dwelling units in the project area while still meeting setbacks and other public improvement standards. The standards are met.

Chapter 17.20 Accessory Dwelling Unit, Cluster Housing, Internal Conversion, Live/Work Dwelling, and Manufactured Home Park Design Standards

17.20.050 - Manufactured Home Park

- A. **Purpose.** Manufactured home parks provide locational opportunities for manufactured dwellings, to support a variety of affordable housing options. These manufactured home park requirements provide standards for orderly development, adequate vehicle circulation, parking, pedestrian circulation, open areas, and landscaping.
- B. **Review Required.**
 - 1. **New manufactured home parks and modifications to existing parks shall be subject to a Type II Land Use Review to determine compliance with OCMC 17.20.050.**

Response: The purpose of this application is to provide the necessary information to the City for review and approve 17 additional dwelling units in an existing manufactured home park through a Type II Land Use Review. The standards are met.

- 2. **Placement of a single manufactured home within an existing space or lot shall require Type I Minor Site Plan and Design Review pursuant to OCMC 17.62.035.A to determine compliance with OCMC 17.20.050.**

Response: This application involves the planned placement of 17 new dwelling units. Thus, Type II review is applicable.

- 3. **Applications for new or modified manufactured home parks shall include a site plan drawn to scale of the specific layout of the entire park. The site plan shall include both the dimensions and the existing and proposed locations of all utilities, roadways, structures, parking, landscaping and open areas, and manufactured home spaces on the site. In addition, the location of structures on adjacent properties shall be shown.**

Response: The Preliminary Plans include the required site plan information listed in this subsection, including a Preliminary Site Plan, a Preliminary Dimensioned Site Plan, a Preliminary Open Space and Landscaped Areas Plan (for the overall subject property), and a Preliminary Landscape Plan (for the project area). Please note, because the project involves only ±1.75

acres of a ±28.97-acre property, only the project area and specific necessary areas of the park (such as stormwater outflows and Clairmont Way entrance driveways) were surveyed. This allows for a detailed site plan for the project area where the new improvements are to take place. The plan sheets that show the entire property utilize GIS and other publicly available data, supplemented by survey work. The standards are met.

C. **Development Requirements.** All manufactured home parks shall meet the following minimum requirements:

1. The minimum size of a manufactured home park shall be one acre.
2. The number of units allowed in the manufactured home park shall be subject to the density requirements of the underlying zone after area used for public and private streets, access drives and any other areas that may be deducted pursuant to the definition of net developable area in OCMC 17.04.810 has been deducted.

Response: The overall size of the subject property is ±28.97 acres. The project area is ±1.75 acres. As discussed in response to OCMC 17.10.050 earlier in this narrative, this project involves the placement of 17 manufactured homes in an existing mobile home park with 189 current dwellings. Per City staff, allowed density is based on the total subject property. The subject property is ± 28.97 acres in area. As stated in the pre-application notes, City staff estimate the “developable” area of overall site (Tax Lot 402) as approximately 23.75 acres. The Applicant’s consultant has similarly calculated ± 23.66 acres of developable area (gross site area, less private streets and access drives). Thus, based on the R-3.5 minimum net density, the park would require at least 237 dwelling units if it were constructed new. Conversely, the maximum net density would allow 294 units. This application will result in 206 total units for the park; below 237 dwelling units but much closer to target minimum density for the R-3.5 District. Thus, density requirements for the underlying R-3.5 District are satisfied. Please refer to the Preliminary Plans for further information. The standards are met.

3. Except for accessory structures, a minimum setback of fifteen feet is required around the outer boundary of the manufactured home park. Exterior boundaries of the park shall be screened to a height of six feet by a sight-obscuring solid wall, fence, or evergreen or other suitable hedge planting, exclusive of required openings, except where height is limited pursuant to OCMC 17.54.100. Chain link fences are prohibited unless screened with vegetation.

Response: The project area is located within the existing park property and the Preliminary Site Plan and Preliminary Dimensioned Site Plan show the new units can be placed in conformance with this chapter. The remainder of the park consists of existing improvements included with established dwellings and screenings. This project does not involve screening outside of the project area. The standards, as applicable, are met.

4. Each manufactured home shall maintain a minimum six-foot setback from another manufactured home. Accessory structures are not subject to minimum setbacks or location requirements, except they shall be setback a minimum of five feet from the outer boundary.

Response: The Preliminary Plans, including the Preliminary Site Plan and Preliminary Dimensioned Site Plan, show each new dwelling units planned for this project meets the minimum 6-

foot setback from another manufactured home, as described in this section. Please refer to the Preliminary Plans for further information. The standards are met.

5. A minimum of fifteen percent of the gross site area shall be landscaped, which may include landscaped setbacks and common open space required in subsection (6) below. A landscaping plan shall be prepared by a registered landscape architect for new or revised landscaped areas and parking lots. Landscape architect approval is not required for tree removal and/or installation if the species are chosen from an approved street tree list. A certified landscape designer, arborist, or nurseryman shall be acceptable in lieu of a landscape architect for projects with less than five-hundred square feet of landscaping. All landscape plans shall include a mix of vertical (trees and shrubs) and horizontal elements (grass, groundcover, etc.) that within three years will cover one hundred percent of the Landscape area. No mulch, bark chips, or similar materials shall be allowed at the time of landscape installation except under the canopy of shrubs and within two feet of the base of trees.

Response: The Preliminary Open Space and Landscaped Areas Plan shows the gross site area contains 33 percent landscaping, well over the minimum of 15 percent. If common open space areas are included (as allowed) the landscaped percentage nears 38 percent. These calculations are based on analysis of the GIS data and recent aerial photo overlays. A Preliminary Landscape Plan prepared by a registered landscape architect is provided with the Preliminary Plans. The Preliminary Landscape Plan includes the project area only and shows compliance with applicable OCMC requirements for the planned improvements, including street trees, parking area landscaping, and stormwater raingarden areas. The standards are met.

6. A minimum of two hundred square feet of open space for each unit in the park, or a minimum of five thousand square feet, whichever is greater, shall be provided in common open space. Streets, access drives and parking lots shall not be considered open space. Open space shall be a mix of landscaping and lawn area, recreational amenities, and hard-surfaced pedestrian paths. Open space areas shall have no dimension less than twenty feet, and shall be landscaped and maintained by the park owner.

Response: As discussed above, a Preliminary Open Space and Landscaped Areas Plan is included with the Preliminary Plans that shows compliance with the open space requirements of this section. Specifically, the total number of dwelling units in the park after the addition of the new units will be 206. Based on the 200 square feet per unit requirement, there must be 0.95 acres of common open space (41,200 square feet). As shown on the Preliminary Open Space and Landscaped Areas Plan, there are common open space areas in the center of the park (the clubhouse, pool, and surrounding lawn areas) and two common lawn areas with trees and shrubs in the northwest and southwest corners of the property. Although these areas are irregular in shape, their primary dimensions exceed 20 feet. Cumulatively, these areas exceed 0.95 acres in size (\pm 1.16 acres). Please refer to the Preliminary Open Space and Landscaped Areas Plan for further information. The standards are met.

7. A manufactured home park shall have an entrance drive from a public street. Access to individual units shall be from private streets within

the site which have a minimum width of twenty-four feet of paving from curb to curb. A paved sidewalk shall be provided along at least one side of each private street in the park and shall be a minimum of four feet in width. Parking shall be permitted on one side of those private streets constructed with a minimum width of thirty feet of paving.

Response: The park has two primary access entrance driveways from Clairmont Way, a public street. A secondary access point at the northeast corner of the park is provided by Adrian Way (a private street) which accesses Molalla Avenue through the neighboring apartment complex's parking lot to the east. Existing interior circulation and access within the park is provided by a network of well-established private paved streets. As shown on the Preliminary Plans, the project area is planned to be accessed via a new private street with a hammerhead turnaround. The new street is to have a 24-foot paved width with a 4-foot-wide sidewalk on one side. As further shown on the Preliminary Plans, the private street includes three on-street parking spaces within a 32-foot wide paved section. Please refer to the Preliminary Plans for further information. The standards are met.

8. Off-street parking. An onsite paved parking area shall be provided for each manufactured home, either within the park or adjacent to each unit.

Response: As shown on the Preliminary Plans, one off-street parking space is provided adjacent to each new dwelling unit. This standard is satisfied.

9. Except for a structure which conforms to the State definition of a manufactured dwelling accessory structure, no other extension shall be attached to a manufactured dwelling, except a garage or carport constructed to the specifications of the Oregon State Structural Specialty Code.

Response: Extensions and accessory structures for the new manufactured homes are not planned for this project. The standards are inapplicable.

10. Standards of the underlying zone also apply except where otherwise provided for in this subsection.

Response: Conformance with the applicable standards of the R-3.5 zoning District is addressed earlier in this narrative. The standards are met.

11. Parking lots greater than two spaces, refuse and recycling areas, outdoor lighting, fencing, and structures (other than the manufactured homes or accessory structures) are subject to compliance with Site Plan and Design Review standards in OCMC 17.62.

Response: This application does not include parking lots. Therefore, this standard does not apply.

12. Cargo containers and membrane and fabric covered storage areas visible from the adjacent right-of-way are prohibited per OCMC 17.54.010.B.4.

Response: This application does not include cargo containers or membrane or fabric covered storage areas. Therefore, this standard is not applicable.

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- D. In addition to conformance with these standards, all parks, including any alteration and expansion thereof, shall comply with the manufactured dwelling park and mobile home park rules adopted by OAR 918-600-0005 through 918-600-0030, including the Oregon Manufactured Dwelling and Park Specialty Code, as amended.

Response: It is understood that the State of Oregon’s manufactured home and mobile home park rules, as adopted, also apply to this project. To the extent possible, these rules are incorporated in the Preliminary Site Plan, Preliminary Composite Utility Plan, etc. Please refer to the Preliminary Plans for further information. The standards are met.

Chapter 17.41 Tree Protection, Preservation, Removal and Replanting Standards

17.41.020 - Tree protection—Applicability.

1. Applications for development subject to OCMC 16.08 (Land Divisions) or OCMC 17.62 (Site Plan and Design Review) shall demonstrate compliance with these standards as part of the review proceedings for those developments. Compliance with this chapter is required from the date a land use application is filed until a land division is recorded or other development approval is final.

Response: This application involves a Type II Site Plan and Design Review. Therefore, the provisions of this chapter are applicable.

2. For public capital improvement projects, the City Engineer shall demonstrate compliance with these standards pursuant to a Type I process.
3. Tree canopy removal greater than twenty-five percent on areas with greater than twenty-five percent slope, unless exempted under OCMC 17.41.040, shall be subject to these standards.
4. A heritage tree or grove which has been designated pursuant to the procedures of OCMC 12.32 shall be subject to the standards of this section.
5. A tree that has been planted pursuant to this section shall remain or shall be replaced with a new tree if removed.

Response: This application does not include public capital improvements, canopy removal on steep slopes, or heritage tree removal. The standards are inapplicable.

17.41.050 - Compliance options.

Applicants for review shall comply with these requirements through one or a combination of the following procedures:

- A. Option 1—Mitigation. Retention and removal of trees, with subsequent mitigation by replanting pursuant to OCMC 17.41.060.
- B. Option 2—Dedicated Tract. Protection of trees or groves by placement in a tract within a new subdivision or partition plat pursuant to OCMC 17.41.080; or
- C. Option 3—Restrictive Covenant. Protection of trees or groves by recordation of a permanent restrictive covenant pursuant to OCMC 17.41.110; or
- D. Option 4—Cash-in-lieu of planting pursuant to OCMC 17.41.120.

Response: This application complies with the tree protection requirements outlined in Option 1.

17.41.060 - Tree removal and replanting—Mitigation (Option 1).

- A. Applicants for development who select this option shall ensure that all healthy trees shall be preserved outside the construction area as defined in OCMC 17.04 to the extent practicable. Preserved trees are subject to Option 3 of this Chapter. Compliance with these standards shall be demonstrated in a tree mitigation plan report prepared by a certified arborist, horticulturalist or forester or other environmental professional with experience and academic credentials in forestry or arboriculture. Tree inventories for the purposes of mitigation calculations may be prepared by a licensed surveyor. At the applicant's expense, the City may require the report to be reviewed by a consulting arborist. The number of replacement trees required on a development site shall be calculated separately from, and in addition to, any public or street trees in the public right-of-way required under OCMC 12.08— Public and Street Trees, any required tree planting in parking lots, and any trees planted in pedestrian and bicycle accessways.

Response: As shown on the Preliminary Plans the trees that are planned to be removed with the future improvements are within the construction area. Trees that are outside of the construction area are planned to be retained. As further depicted on the Preliminary Grading, Erosion, and Sediment Control Plan, tree protection is planned to be placed around the trees that are planned to be retained. As discussed in Section 17.41.060, the site does not require replacement trees. This standard is satisfied.

- B. The applicant shall determine the number of trees to be mitigated on the site by counting all of the trees six-inch DBH (minimum four and one-half feet from the ground) or larger on the entire site and either:
1. Trees that are removed outside of the construction area shall be replanted with the number of trees specified in Column 1 of Table 17.41.060-1. Trees that are removed within the construction area shall be replanted with the number of replacement trees required in Column 2; or

Response: As shown on the Preliminary Plans the trees that are planned to be removed with the planned improvements are within the construction area. Trees that are outside of the construction area are planned to be retained. Therefore, mitigation is not required. This standard is satisfied.

Chapter 17.44 Geologic Hazards

Response: Available GIS information and pre-application comments from City Planning and Engineering staff indicate that the project area is not located within the Geologic Hazards Overlay Zone and that a Geotechnical report is not required. It is noted that the project area lies within a mapped High Water Table Overlay District, which was considered as part of the design of stormwater infiltration facilities. Please refer to the Preliminary Stormwater Report for further information.

Chapter 17.47 Erosion and Sediment Control

17.47.030 - Applicability.

- A. This chapter, which may also be referred to as "erosion control" in this Code, applies to development that may cause visible or measurable erosion on any property within the city limits of Oregon City.

Response: This project is planned to involve site improvements with the potential to cause erosion. Thus, this chapter applies.

17.47.060 - Permit required.

The applicant must obtain an erosion and sediment control permit prior to, or contemporaneous with, the approval of an application for any building, land use or other city-issued permit that may cause visible or measurable erosion.

Response: A Preliminary Demolition, Grading, Erosion, and Sediment Control Plan is included with the Preliminary Plans. It is understood that an erosion and sediment control permit will be required prior to construction. The standards are met or can be met during permitting.

17.47.070 - Erosion and sediment control plans.

- A. An application for an erosion and sediment control permit shall include an erosion and sediment control plan, which contains methods and interim measures to be used during and following construction to prevent or control erosion prepared in compliance with City of Oregon City public works standards for erosion and sediment control. These standards are incorporated herein and made a part of this title and are on file in the office of the city recorder.
- B. Approval Standards. An erosion and sediment control plan shall be approved only upon making the following findings:
 - 1. The erosion and sediment control plan meets the requirements of the City of Oregon City public works standards for erosion and sediment control incorporated by reference as part of this chapter;
 - 2. The erosion and sediment control plan indicates that erosion and sediment control measures will be managed and maintained during and following development. The erosion and sediment control plan indicates that erosion and sediment control measures will remain in place until disturbed soil areas are permanently stabilized by landscaping, grass, approved mulch or other permanent soil stabilizing measures.
- C. The erosion and sediment control plan shall be reviewed in conjunction with the requested development approval. If the development does not require additional review, the manager may approve or deny the permit with notice of the decision to the applicant.
- D. The city may inspect the development site to determine compliance with the erosion and sediment control plan and permit.
- E. Erosion that occurs on a development site that does not have an erosion and sediment control permit, or that results from a failure to comply with the terms of such a permit, constitutes a violation of this chapter.
- F. If the manager finds that the facilities and techniques approved in an erosion and sediment control plan and permit are not sufficient to prevent erosion, the manager shall notify the owner or his/her designated representative. Upon receiving notice, the owner or his/her designated representative shall immediately install interim erosion and sediment control measures as specified in the City of Oregon City public works standards for erosion and sediment control. Within three days from the date of notice, the owner or his/her designated representative shall submit a revised erosion and sediment control plan to the city. Upon approval of the revised plan and issuance of an

amended permit, the owner or his/her designated representative shall immediately implement the revised plan.

- G. Approval of an erosion and sediment control plan does not constitute an approval of permanent road or drainage design (e.g., size and location of roads, pipes, restrictors, channels, retention facilities, utilities, etc.).

Response: As stated above, a Preliminary Demolition, Grading, Erosion, and Sediment Control Plan is included with the Preliminary Plans. The plan has been designed in accordance with the above-listed requirements. It is understood that the criteria of this section are to apply to the review of the permit. The standards are met.

17.47.080 - Plan implementation.

An approved erosion control and sediment control plan shall be implemented and maintained as follows:

- A. Plan approval, where required, shall be obtained prior to clearing or grading. No grading, clearing or excavation of land requiring a plan shall be undertaken prior to approval of the plan.
- B. The erosion and sediment control facilities shall be constructed prior to any clearing and grading activities, and maintained in such a manner as to ensure that sediment laden water does not enter the drainage system or violate applicable water standards.
- C. The implementation of an erosion and sediment control plan and the construction, maintenance, replacement, and upgrading of erosion and sediment control facilities is the responsibility of the owner or his/her designated representative until all construction is completed and approved, and vegetation, landscaping or approved finished surfaces is established.
- D. The erosion and sediment control facilities herein are the minimum requirements for anticipated site conditions. During the construction period, these erosion and sediment control facilities shall be upgraded as needed for unexpected storm events and to ensure that sediment-laden water does not leave the site.
- E. Any observation of visible or measurable erosion, or an observation of more than a ten-percent increase in downstream channel turbidities, will result in an enforcement action by the city.
- F. The owner or his/her designated representative shall implement the measures and construct facilities as provided for and according to the implementation schedule in the approved plan. The manager shall be allowed reasonable access to the development site for inspection purposes.

Response: It is understood that an approved erosion control and sediment control plan is required prior to construction and that the above-listed implementation and maintenance are to be observed during construction. The standards are met or can be met through permitting.

Chapter 17.49 Natural Resources Overlay District

Response: Available GIS information and pre-application comments from City Planning and Engineering staff indicate that the project area is not located within the Natural Resources Overlay District (NROD). The standards are inapplicable.

Chapter 17.50 Administration and Procedures

17.50.030 - Summary of the City's decision-making processes.

The following decision-making processes chart shall control the City's review of the indicated permits:

Table 17.50.030 - PERMIT APPROVAL PROCESS					
PERMIT TYPE	I	II	III	IV	Expedited Land Division
Manufactured Home Park Review (New or Modification)		X			

- B. Type II decisions involve the exercise of limited interpretation and discretion in evaluating approval criteria, similar to the limited land use decision-making process under state law. Applications evaluated through this process are assumed to be allowable in the underlying zone, and the inquiry typically focuses on what form the use will take or how it will look. Notice of application and an invitation to comment is mailed to the applicant, recognized active neighborhood association(s) and property owners within three hundred feet. The Community Development Director accepts comments for a minimum of fourteen days and renders a decision. The Community Development Director's decision is appealable to the City Commission, by any party who submitted comments in writing before the expiration of the comment period. Review by the City Commission shall be on the record pursuant to OCMC 17.50.190 under ORS 197.195(5). The City Commission decision is the City's final decision and is subject to review by the Land Use Board of Appeals (LUBA) within twenty-one days of when it becomes final.

Response: As discussed previously in response to 17.20.050, and shown above in Table 17.50.030, this application is to be processed as a Type II review. The standards are met.

17.50.050 - Preapplication conference.

- A. Pre-application Conference. Prior to a Type II – IV or Legislative application, excluding Historic Review, being deemed complete, the applicant shall schedule and attend a pre-application conference with City staff to discuss the proposal, unless waived by the Community Development Director. The purpose of the pre-application conference is to provide an opportunity for staff to provide the applicant with information on the likely impacts, limitations, requirements, approval standards, fees and other information that may affect the proposal.
1. To schedule a pre-application conference, the applicant shall contact the Planning Division, submit the required materials, and pay the appropriate conference fee.
 2. At a minimum, an applicant should submit a short narrative describing the proposal and a proposed site plan, drawn to a scale acceptable to the City, which identifies the proposed land uses, traffic circulation, and public rights-of-way and all other required plans.

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3. The Planning Division shall provide the applicant(s) with the identity and contact persons for all affected neighborhood associations as well as a written summary of the pre-application conference.
- B. A pre-application conference shall be valid for a period of six months from the date it is held. If no application is filed within six months of the conference or meeting, the applicant shall schedule and attend another conference before the City will accept a permit application. The Community Development Director may waive the pre-application requirement if, in the Director's opinion, the development has not changed significantly and the applicable municipal code or standards have not been significantly amended. In no case shall a pre-application conference be valid for more than one year.
 - C. Notwithstanding any representations by City staff at a pre-application conference, staff is not authorized to waive any requirements of this code, and any omission or failure by staff to recite to an applicant all relevant applicable land use requirements shall not constitute a waiver by the City of any standard or requirement.

Response: A pre-application conference meeting the requirements of this section was held on June 12, 2019. The City's Pre-Application Conference Notes are included with the application (Exhibit F). The standards are met.

17.50.055 - Neighborhood association meeting.

Neighborhood Association Meeting. The purpose of the meeting with the recognized neighborhood association is to inform the affected neighborhood association about the proposed development and to receive the preliminary responses and suggestions from the neighborhood association and the member residents.

- A. Applicants applying for annexations, zone change, comprehensive plan amendments, conditional use, Planning Commission variances, subdivision, or site plan and design review (excluding minor site plan and design review), general development master plans or detailed development plans applications shall schedule and attend a meeting with the City-recognized neighborhood association in whose territory the application is proposed no earlier than one year prior to the date of application. Although not required for other projects than those identified above, a meeting with the neighborhood association is highly recommended.
- B. The applicant shall request via email or regular mail a request to meet with the neighborhood association chair where the proposed development is located. The notice shall describe the proposed project. A copy of this notice shall also be provided to the chair of the Citizen Involvement Committee.
- C. A meeting shall be scheduled within thirty days of the date that the notice is sent. A meeting may be scheduled later than thirty days if by mutual agreement of the applicant and the neighborhood association. If the neighborhood association does not want to, or cannot meet within thirty days, the applicant shall host a meeting inviting the neighborhood association, Citizen Involvement Committee, and all property owners within three hundred feet to attend. This meeting shall not begin before six p.m. on a weekday or may be held on a weekend and shall occur within the neighborhood association boundaries or at a City facility.
- D. If the neighborhood association is not currently recognized by the City, is inactive, or does not exist, the applicant shall request a meeting with the Citizen Involvement Committee.

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- E. To show compliance with this section, the applicant shall submit a copy of the email or mail notice to the neighborhood association and CIC chair, a sign-in sheet of meeting attendees, and a summary of issues discussed at the meeting. If the applicant held a separately noticed meeting, the applicant shall submit a copy of the meeting flyer, postcard or other correspondence used, and a summary of issues discussed at the meeting and submittal of these materials shall be required for a complete application.

Response: The Applicant coordinated with the Hillendale Neighborhood Association committee chairpersons via email and held an in-person meeting with the Committee on August 13, 2019, per the requirements of this section. The required copies of correspondence, sign-in sheet, and summary is included with the application materials (Exhibit E). The standards are met.

17.50.060 - Application requirements.

A permit application may only be initiated by the record property owner or contract purchaser, the City Commission or Planning Commission. If there is more than one record owner, then the City will not complete a Type II-IV application without signed authorization from all record owners. All permit applications shall be submitted on the form provided by the City, along with the appropriate fee and all necessary supporting documentation and information, sufficient to demonstrate compliance with all applicable approval criteria. The applicant has the burden of demonstrating, with evidence, that all applicable approval criteria are, or can be, met.

Response: A signed application for this project accompanied by the fee and necessary supporting documentation is included with the application materials. The evidence provided in the application materials is substantial and is sufficient to demonstrate the applicable approval criteria are or can be met.

17.50.070 - Completeness review and one hundred twenty-day rule.

- A. Upon submission, the Community Development Director shall date stamp the application form and verify that the appropriate application fee has been submitted. The Community Development Director will then review the application and all information submitted with it and evaluate whether the application is complete enough to process. Within thirty days of receipt of the application, the Community Development Director shall complete this initial review and issue to the applicant a written statement indicating whether the application is complete enough to process, and if not, what information shall be submitted to make the application complete.
- B. The applicant has one hundred eighty days from the date the application was made to submit the missing information or the application shall be rejected and the unused portion of the application fee returned to the applicant. If the applicant submits the requested information within the one hundred eighty-day period, the Community Development Director shall again verify whether the application, as augmented, is complete. Each such review and verification shall follow the procedure in subsection A. of this section.

The application will be deemed complete for the purpose of this section upon receipt by the Community Development Director of:

1. All the missing information;
2. Some of the missing information and written notice from the applicant that no other information will be provided; or

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3. Written notice from the applicant that none of the missing information will be provided.
- C. Once the Community Development Director determines the application is complete enough to process, or the applicant refuses to submit any more information, the City shall declare the application complete. Pursuant to ORS 227.178, the City will reach a final decision on an application within one hundred twenty calendar days from the date that the application is determined to be or deemed complete unless the applicant agrees to suspend the one hundred twenty calendar day time line or unless State law provides otherwise. The one hundred twenty-day period, however, does not apply in the following situations:
1. Any hearing continuance or other process delay requested by the applicant shall be deemed an extension or waiver, as appropriate, of the one hundred twenty-day period.
 2. Any delay in the decision-making process necessitated because the applicant provided an incomplete set of mailing labels for the record property owners within three hundred feet of the subject property shall extend the one hundred twenty-day period for the amount of time required to correct the notice defect.
 3. The one hundred twenty-day period does not apply to any application for a permit that is not wholly within the City's authority and control.
 4. The one hundred twenty-day period does not apply to any application for an amendment to the City's comprehensive plan or land use regulations nor to any application for a permit, the approval of which depends upon a plan amendment.
- D. A one-hundred day period applies in place of the one-hundred-twenty day period for affordable housing projects where:
1. The project includes five or more residential units, including assisted living facilities or group homes;
 2. At least 50% of the residential units will be sold or rented to households with incomes equal to or less than 60% of the median family income for Clackamas County or for the state, whichever is greater; and
 3. Development is subject to a covenant restricting the owner and successive owner from selling or renting any of the affordable units as housing that is not affordable for a period of 60 years from the date of the certificate of occupancy.
- E. The one hundred twenty-day period specified in OCMC 17.50.070.C or D may be extended for a specified period of time at the written request of the applicant. The total of all extensions may not exceed two hundred forty-five calendar days.
- F. The approval standards that control the City's review and decision on a complete application are those which were in effect on the date the application was first submitted.

Response: It is the purpose of this narrative and accompanying materials to comprise a complete land use application upon which the City may grant approval for this project. It is understood the provisions of this section apply to the City's review of the request.

17.50.080 - Complete application—Required information.

Unless stated elsewhere in OCMC 16 or 17, a complete application includes all the materials listed in this subsection. The Community Development Director may waive the submission of any of these materials if not deemed to be applicable to the specific review sought. Likewise, within thirty days of when the application is first submitted, the Community Development Director may require additional information, beyond that listed in this subsection or elsewhere in Titles 12, 14, 15, 16, or 17, such as a traffic study or other report prepared by an appropriate expert. In any event, the applicant is responsible for the completeness and accuracy of the application and all of the supporting documentation, and the City will not deem the application complete until all information required by the Community Development Director is submitted. At a minimum, the applicant shall submit the following:

- A. One copy of a completed application form that includes the following information:
 - 1. An accurate address and tax map and location of all properties that are the subject of the application;
 - 2. Name, address, telephone number and authorization signature of all record property owners or contract owners, and the name, address and telephone number of the applicant, if different from the property owner(s);
- B. A complete list of the permit approvals sought by the applicant;
- C. A complete and detailed narrative description of the proposed development;
- D. A discussion of the approval criteria for all permits required for approval of the development proposal that explains how the criteria are or can be met or are not applicable, and any other information indicated by staff at the pre-application conference as being required;
- E. One copy of all architectural drawings and site plans shall be submitted for Type II-IV applications. One paper copy of all application materials shall be submitted for Type I applications;
- F. For all Type II – IV applications, the following is required:
 - 1. An electronic copy of all materials.
 - 2. Mailing labels or associated fee for notice to all parties entitled under OCMC 17.50.090 to receive mailed notice of the application. The applicant shall use the names and addresses of property owners within the notice area indicated on the most recent property tax rolls;
 - 3. Documentation indicating there are no liens favoring the City on the subject site.
 - 4. A receipt from the county assessor's office indicating that all taxes for the lot or parcels involved are paid in full for the preceding tax year.
 - 5. A current preliminary title report or trio for the subject property(ies);
- G. All required application fees;
- H. Annexation agreements, traffic or technical studies (if applicable);
- I. Additional documentation, as needed and identified by the Community Development Director.

Response: As discussed previously, this application is to be reviewed as a Type II Minor Site Plan and Design Review. The purpose of this application package, including the signed application form, applicable fees, project narrative, Preliminary Plans, and other supporting documents, is to provide a complete application as required by this Section. Subject property ownership information (current preliminary title report) and a current 300-foot-radius mailing list for the subject property are included with the application. The standards are met.

17.50.090 – 17.50.290 [Remainder of chapter omitted for brevity.]

Response: The applicable remaining sections of this chapter apply to the public notice, decision-making process, appeal rights, expiration of decisions, etc. and have been omitted here for brevity. A 300-foot-radius mailing list is provided with the application materials and the City is to provide public notice and process any public comments for this Type II application as provided in the regulations. It is understood that the Community Development Director is the decision maker for this application and appeals of this decision are to go to the City Commission. The standards can be met through the City's public notice, application review, and permitting processes.

Chapter 17.52 Off-Street Parking and Loading

17.52.010 - Applicability.

The construction of a new structure or parking lot, or alterations to the size or use of an existing structure, parking lot or property use shall require site plan review approval and compliance with this chapter. This chapter does not apply to single-family attached, detached residential dwellings and duplexes.

Response: This project plans to satisfy the off-street parking requirement of OCMC 17.20.050.C.8 with one parking space located adjacent to each of the new dwelling units. Parking areas are not included with this application. Therefore, the provisions of this chapter do not apply.

17.52.040 - Bicycle parking standards.

A. **Purpose-Applicability.** To encourage bicycle transportation to help reduce principal reliance on the automobile, and to ensure bicycle safety and security, bicycle parking shall be provided in conjunction with all uses other than exclusively residential use with less than five dwellings onsite (excluding cluster housing).

Response: This is a single-family, detached home project in an existing manufactured home park. Bicycle parking was not specifically addressed as a requirement in the pre-application comments. However, during subsequent revised conceptual layout review City Planning staff indicated bicycle parking for the project area is required at the multi-family standard.

C. **Number of Bicycle Spaces Required.** For any use not specifically mentioned in Table A, the bicycle parking requirements shall be the same as the use which, as determined by the Community Development Director, is most similar to the use not specifically mentioned. Calculation of the number of bicycle parking spaces required shall be determined in the manner established in OCMC 17.52.020 for determining automobile parking space requirements. Modifications to bicycle parking requirements may be made through the site plan and design, conditional use, or master plan review process.

TABLE A Required Bicycle Parking Spaces*

Where two options for a requirement are provided, the option resulting in more bicycle parking applies. Where a calculation results in a fraction, the result is rounded up to the nearest whole number

Use	MINIMUM BICYCLE PARKING	MINIMUM BICYCLE PARKING - COVERED - The following percentage of bicycle parking is required to be covered
Multi-family (five or more units)	1 per 10 units (minimum of 2)	50% (minimum of 1)

* Covered bicycle parking is not required for developments with two or fewer parking stalls.

Response: As stated above, City staff determined that multi-family bicycle requirements apply to the new project area. 17 units result in two required spaces (1.7 bicycle spaces, rounded up to the next whole number). The Preliminary Site Plan and Preliminary Dimensioned Site Plan show a bicycle parking/storage area of adequate size (6 feet by 6 feet) to accommodate two spaces. The standards are met.

C. Design Standards.

1. Bicycle parking facilities shall be in the form of a lockable enclosure onsite, secure room in a building onsite, a covered or uncovered rack onsite, or within the adjacent right-of-way.
2. Bicycle parking areas shall be clearly marked or visible from on-site buildings or the street. If a bicycle parking area is not plainly visible from the street or main building entrance, a sign shall be posted indicating the location of the bicycle parking area. Indoor bicycle parking areas shall not require stairs to access the space. If sites have more than one building, bicycle parking shall be distributed as appropriate to serve all buildings.
3. All bicycle racks shall be designed so that:
 - a. The bicycle frame is supported horizontally at two or more places.
 - b. The frame and at least one wheel of the bicycle can be locked to the rack with a standard U-type lock.
 - c. The user is not required to lift the bicycle onto the bicycle rack.
 - d. Each bicycle parking space is accessible without moving another bicycle. Oregon City Municipal Code – 6.19.19 Draft 9
 - e. It is a minimum of thirty inches tall and eighteen inches wide between the two points of contact.
 - f. Provides an area of six feet by two feet per bicycle.

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- g. All bicycle racks and lockers shall be securely anchored to the ground or to a structure.

Response: The Preliminary Site Plan and Preliminary Dimensioned Site Plan show a 6-foot by 6-foot bicycle parking/storage area of adequate size to accommodate three 2-foot by 6-foot spaces. Design specifics of the racks can be determined through construction plan review. The standards are met.

17.52.060 - Parking lot landscaping.

- A. Applicability. Unless otherwise specified, construction of new parking lots and alterations of existing parking lots shall comply with parking lot landscaping standards. Parking lot landscaping requirements within this section do not apply to parking structures or parking garages, except landscaping as required in OCMC 17.62.

Response: This project does not include off-street surface parking areas. Therefore, these standards do not apply.

17.52.090 - Loading areas.

- A. Purpose.

The purpose of this section is to provide adequate loading areas for commercial, office, retail and industrial uses that do not interfere with the operation of adjacent streets.

- B. Applicability.

OCMC 17.52.090 applies to uses that are expected to have service or delivery truck visits with a forty-foot or longer wheelbase, at a frequency of one or more vehicles per week. The City Engineer and decision maker shall determine through site plan and design review the number, size, and location of required loading areas, if any.

Response: This application does not include a planned commercial, office, retail, or industrial use that would involve regular service or delivery truck visits. The standards are inapplicable.

Chapter 17.62 - Site Plan and Design Review

17.62.030 - When required.

Site plan and design review shall be required for all development of real property in all zones except the low and medium density residential districts, unless otherwise provided for by this title or as a condition of approval of a permit. Site plan and design review shall also apply to all conditional uses, cluster housing developments, multi-family uses, manufactured home parks, and non-residential uses in all zones. Site Plan and Design Review does not apply to activities occurring within the right-of-way except for communication facilities pursuant to OCMC 17.80.

Response: This application involves a Site Plan and Design Review to place 17 additional manufactured homes within the existing Clairmont Mobile Home Park. Therefore, provisions of this chapter are applicable.

17.62.050 - General Standards

All development shall comply with the following standards:

- A. Landscaping.

-
1. Existing native vegetation is encouraged to be retained to the maximum extent practicable. All plants listed on the Oregon City Nuisance Plant List shall be removed from the site prior to issuance of a final occupancy permit for the building.
 2. The amount of landscaping required is found in the standards for each underlying zone. Where the underlying zone does not contain and minimum landscaping standard, the minimum site landscaping shall be 15% of the total site area. Except as allowed elsewhere in Title 16 or 17 of this Code, all areas to be credited towards landscaping shall be installed with growing plant materials.

Response: This application involves the placement of 17 additional future manufactured homes within the existing Clairmont Mobile Homes Park. The planned landscaping exceeds the minimum landscaping standards for Manufactured Home Park Design Standards and is further discussed in Section 17.20.050.C.5. This standard is satisfied.

3. Pursuant to OCMC 17.49, landscaping requirements within the Natural Resource Overlay District, other than landscaping required for parking lots, may be met by preserving, restoring and permanently protecting native vegetation and habitat on development sites.

Response: This application does not involve property within the Natural Resource Overlay District. Therefore, this standard does not apply.

4. A landscaping plan shall be prepared by a registered landscape architect for new or revised landscaped areas and parking lots. Landscape architect approval is not required for tree removal and/or installation if the species are chosen from an approved street tree list. A certified landscape designer, arborist, or nurseryman shall be acceptable in lieu of a landscape architect for projects with less than five hundred square feet of landscaping. All landscape plans shall include a mix of vertical (trees and shrubs) and horizontal elements (grass, groundcover, etc.) that within three years will cover one hundred percent of the landscape area. Plant species listed on the Oregon City Nuisance Plant list are prohibited and native species are encouraged. No mulch, bark chips, or similar materials shall be allowed at the time of landscape installation except under the canopy of shrubs and within two feet of the base of trees.

Response: A Preliminary Landscape Plan that has been prepared by a registered landscape architect and meets the above criteria, as applicable, is included with these application materials. This standard is satisfied.

5. Landscaping shall be visible from public thoroughfares to the extent practicable.

Response: This application involves an application to place 17 additional manufactured homes within the existing Clairmont Mobile Home Park. As shown on the Preliminary Plans, the location of this site is within the interior of the Clairmont Mobile Home Park and does not have direct frontage to public thoroughfares. Therefore, this standard does not apply.

6. The landscaping in parking areas shall not obstruct lines of sight for safe traffic operation and shall comply with all requirements of OCMC 10.32, Traffic Sight Obstructions.

Response: This application does not include parking areas. This standard is not applicable.

B. Vehicular Access and Connectivity.

1. Parking areas shall be located behind the building façade that is closest to the street, below buildings, or on one or both sides of buildings.

Response: This application does not include parking areas. This standard does not apply.

2. Existing or future connections to adjacent sites through the use of vehicular and pedestrian access easements which provide connection from the right-of-way to the adjoining property shall be provided.

Response: This application involves an application to place 17 additional manufactured homes within the existing Clairmont Mobile Home Park. As shown on the Preliminary Plans, the location of this site is within the interior of the Clairmont Mobile Home Park. The site does not have adjoining properties that are undeveloped. Therefore, access easements are neither necessary nor warranted. This standard does not apply.

3. Parcels larger than three acres shall provide streets as required in OCMC 16.12.

Response: This application includes a private street which is discussed in detail in Chapter 16.12. This standard is met.

4. Parking garage entries shall not be more than half of the streetscape.

Response: This application does not include parking garages. This standard does not apply.

C. A well-marked, continuous and protected on-site pedestrian circulation system meeting the following standards shall be provided:

1. Pathways between all building entrances and the street are required. Pathways between the street and buildings fronting on the street shall be direct and not cross a drive aisle. Exceptions may be allowed by the director where steep slopes, a physically constrained site, or protected natural resources prevent a direct connection or where an indirect route would enhance the design and/or use of a common open space.
2. The pedestrian circulation system shall connect all main entrances, parking areas, bicycle parking, recreational areas, common outdoor areas, and any pedestrian amenities on the site. For buildings fronting on the street, the sidewalk may be used to meet this standard.
3. The pedestrian circulation system shall connect the principal building entrance to those of buildings on adjacent sites, except within industrial zoning designations.

Response: This application does not include building entrances. As discussed elsewhere in this application and further described in Section 17.20.050.C.7, pedestrian connectivity will be provided by way of a 4-foot-wide sidewalk on one side of the private street, meeting the development standards of the Manufactured Home Park Design Standards. To the extent applicable, this standard is satisfied.

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4. Elevated external stairways or walkways shall not extend beyond the building facade except for external stairways or walkways located in, or facing interior courtyard areas that are not visible from the street or a public access easement. This standard does not apply to sky-bridges or sky-ways.

Response: This application does not include elevated stairways or walkways. Therefore this standard does not apply.

5. On-site pedestrian walkways shall be hard surfaced, well drained and at least five feet wide. Surface material shall contrast visually to adjoining surfaces. When bordering parking spaces other than spaces for parallel parking, pedestrian walkways shall be a minimum of seven feet in width unless curb stops are provided. When the pedestrian circulation system is parallel and adjacent to an auto travel lane, the walkway shall be raised or separated from the auto travel lane by a raised curb, bollards, landscaping or other physical barrier. If a raised walkway is used, the ends of the raised portions shall be equipped with curb ramps for each direction of travel. Pedestrian walkways that cross drive isles or other vehicular circulation areas shall utilize a change in textual material or height to alert the driver of the pedestrian crossing area.

Response: This application for 17 additional future manufactured homes does require pedestrian walkways. Instead, pedestrian connectivity will be provided by way of a 4-foot-wide sidewalk on one side of the private street, which is further discussed in Section 17.20.050.C.7 and which meets the development standards of the Manufactured Home Park Design Standards. To the extent applicable, this standard is satisfied.

- D. All development shall maintain continuous compliance with applicable federal, state, and City standards.

Response: This standard is understood.

- E. Adequate public water and sanitary sewer facilities sufficient to serve the proposed or permitted level of development shall be provided pursuant to OCMC 16.12. The applicant shall demonstrate that adequate facilities and services are presently available or can be made available concurrent with development. Service providers shall be presumed correct in the evidence, which they submit. All facilities shall be designated to City standards as set out in the City's facility master plans and public works design standards. A development may be required to modify or replace existing offsite systems if necessary to provide adequate public facilities. The City may require over sizing of facilities where necessary to meet standards in the City's facility master plan or to allow for the orderly and efficient provision of public facilities and services. Where over sizing is required, the developer may request reimbursement from the City for over sizing based on the City's reimbursement policy and fund availability, or provide for recovery of costs from intervening properties as they develop.

Response: As discussed in Chapter OCMC 16.12, the site has adequate public water and sanitary sewer facilities available to serve the planned improvements. This standard is satisfied.

IV. Conclusion

The required findings have been made and this written narrative and accompanying documentation demonstrate the application is consistent with the applicable provisions of the Oregon City Municipal Code. The evidence in the record is substantial and supports approval of the application. Therefore, the City can rely upon this information in its approval of this application.



Exhibit A:
City Land Use Application Form and Checklist



LAND USE APPLICATION FORM

<u>Type I (OCMC 17.50.030.A)</u>	<u>Type II (OCMC 17.50.030.B)</u>	<u>Type III / IV (OCMC 17.50.030.C)</u>
<input type="checkbox"/> Compatibility Review	<input type="checkbox"/> Detailed Development Review	<input type="checkbox"/> Annexation
<input type="checkbox"/> Lot Line Adjustment	<input type="checkbox"/> Geotechnical Hazards	<input type="checkbox"/> Code Interpretation / Similar Use
<input type="checkbox"/> Non-Conforming Use Review	<input type="checkbox"/> Minor Partition (<4 lots)	<input type="checkbox"/> Concept Development Plan
<input type="checkbox"/> Natural Resource (NROD) Verification	<input type="checkbox"/> Minor Site Plan & Design Review	<input type="checkbox"/> Conditional Use
<input type="checkbox"/> Site Plan and Design Review	<input type="checkbox"/> Non-Conforming Use Review	<input type="checkbox"/> Comprehensive Plan Amendment (Text/Map)
<input type="checkbox"/> Extension of Approval	<input type="checkbox"/> Site Plan and Design Review	<input type="checkbox"/> Detailed Development Plan
	<input type="checkbox"/> Subdivision (4+ lots)	<input type="checkbox"/> Historic Review
	<input type="checkbox"/> Minor Variance	<input type="checkbox"/> Municipal Code Amendment
	<input type="checkbox"/> Natural Resource (NROD) Review	<input type="checkbox"/> Variance
	<input checked="" type="checkbox"/> Type II Manufactured Home Park Additional Dwellings Review	<input type="checkbox"/> Zone Change

File Number(s): PA 19-25

Proposed Land Use or Activity: Placement of 17 manufactured home dwelling units in an existing mobile home park in the R-3.5 District.

Project Name: Clairmont Mobile Home Park Addition Number of Lots Proposed (If Applicable): N/A

Physical Address of Site: 13531 Clairmont Way, Oregon City, OR 97045

Clackamas County Map and Tax Lot Number(s): 3 2 E 05C 00402

Applicant(s):

Applicant(s) Signature: 

Applicant(s) Name Printed: DeSola General Services Date: 6/9/2020

Mailing Address: 136 Heber Avenue, Suite 308, Park City, UT 84060

Phone: Please Contact Applicant's Consultant Fax: Please Contact Applicant's Consultant Email: Please Contact Applicant's Consultant

Property Owner(s):

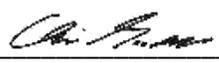
Property Owner(s) Signature: 

Property Owner(s) Name Printed: Clairmont MHC LLC Date: 6/10/2020

Mailing Address: 18006 Sky Park Circle, Suite 200, Irvine, CA 92614

Phone: Please Contact Applicant's Consultant Fax: Please Contact Applicant's Consultant Email: Please Contact Applicant's Consultant

Applicant's Consultant:

Consultant's Signature: 

Consultant's Name Printed: Chris Goodell Date: June 9, 2020

Mailing Address: 12965 SW Herman Road, Suite 100, Tualatin, OR 97062

Phone: (503) 563-6151 Fax: (503) 563-6152 Email: chrisg@aks-eng.com

All signatures represented must have the full legal capacity and hereby authorize the filing of this application and certify that the information and exhibits herewith are correct and indicate the parties willingness to comply with all code requirements.

Minor Site Plan and Design Review Checklist

1.  **A Completed Application Form with All Property Owner Signatures** (P)
2.  **Narrative** (P/DS)
A complete and detailed narrative description of the proposed development and an explanation addressing all applicable approval criteria. A template is provided at the Pre-Application Conference.
3.  **Site Plan Drawings** (P/DS)
A site plan of the existing conditions and proposed development including:
 -  The property boundary, existing and proposed structures and landscaping, parking stalls, etc.
 -  Utility locations, easements, changes to grading, new impervious surfaces
4.  **Landscaping Plan** (P)
A landscaping plan prepared by a registered landscape architect, drawn to scale, showing the location and types of existing trees (six inches or greater in caliper measured four feet above ground level) and vegetation proposed to be removed and to be retained on the site, the location and design of landscaped areas, the varieties, sizes and spacings of trees and plant materials to be planted on the site, other pertinent landscape features, and irrigation systems required to maintain plant materials.
5.  **Tree Removal and Mitigation Plan** (P)
A tree removal and mitigation plan must include the setbacks, easements and the location and caliper of all trees as well as identification of the trees 6" DBH and greater prepared in accordance with OCMC 17.41. A plan shall also be submitted identifying the location, species and caliper of trees replanted onsite. The tree mitigation plan report shall be prepared by a certified arborist, horticulturalist or forester or other environmental professional with experience and academic credentials in forestry or arboriculture.
6.  **Architectural Drawings** (P)
Building elevations/floor plans of the existing structure and of the proposed development. Include plans for all structures including, buildings, canopies, walls, garbage enclosures, etc.
7.  **Photometric Plan or Letter from Electrician Verifying Compliance with OCMC 17.62.065** (P)
8.  **Recommended: Neighborhood Association Meeting** (P)
 -  A sign-in sheet of meeting attendees
 -  A summary of issues discussed
 -  A letter from the neighborhood association or CIC indicating that a neighborhood meeting was held.
 -  If the applicant held a separately noticed meeting, the applicant shall submit a copy of the meeting flyer, a sign in sheet of attendees and a summary of issues discussed.
9.  **Pre-Application Conference Summary Sheet** (P/DS)
10.  **Additional Information or Reports** (P/DS)
If Required in Pre-Application Conference.

11.  **A Current Preliminary Title Report or Trio for the Subject Property(ies)** *(P)*
12. N/A* **Mailing Labels for Owners within 300 Feet of the Subject Site or Fee for City-Provided Labels** *(P)*
The names and addresses of property owners within 300 feet of the site from a title company.
* Due to City requirements concerning COVID-19, only electronic materials are being accepted. Actual labels can be provided if requested.
13. N/A* **Copies** *(P)*
Two (2) copies of all information, reports, and drawings (full-sized and 8.5" by 11") pertaining to this application. * Due to City requirements concerning COVID-19, only electronic materials are being accepted. Hard copies of materials can be provided if requested.
14.  **Electronic Version of All Application Materials** *(P/DS)*
15. N/A* **All Required Application Fees** *(P)*
* Due to City requirements concerning COVID-19, the applicable fees will be calculated by the City after applications are submitted and the City will provide an invoice for the fees. The fees will be paid in the future after the invoice has been provided.

(P) = Contact the Planning Division at (503) 722.3789 with any questions regarding this item.

(DS) = Contact the Development Services Division at (503) 657.0891 with any questions regarding this item.

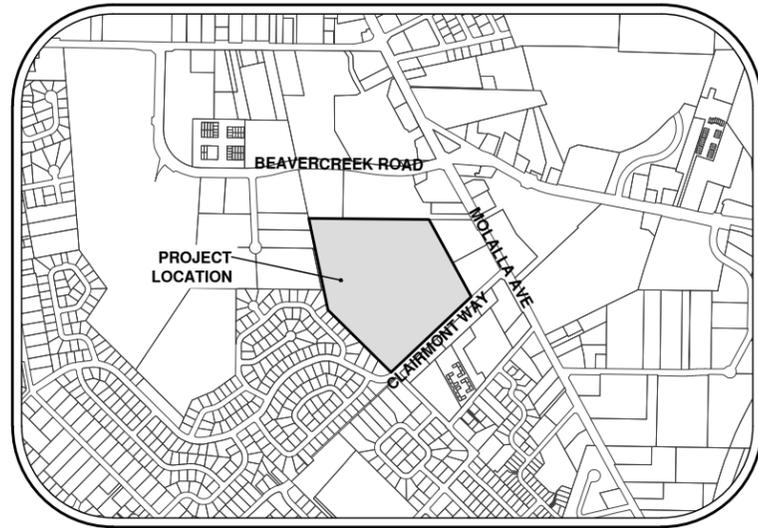
Incomplete applications will not be processed.



Exhibit B: Preliminary Plans

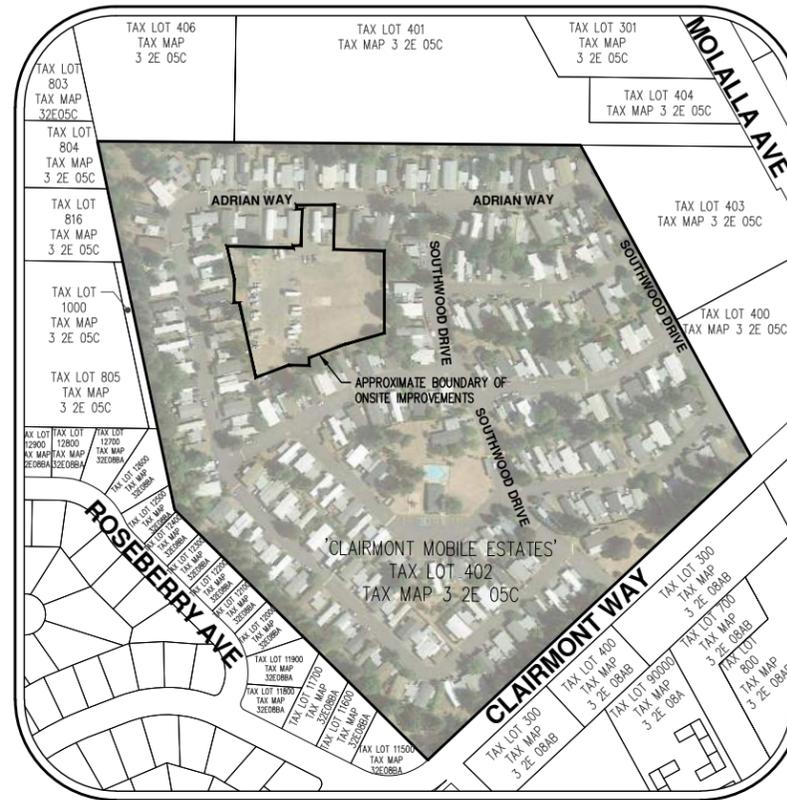
CLAIRMONT MOBILE HOME PARK ADDITION

PRELIMINARY PLANS



VICINITY MAP

NOT TO SCALE



SITE MAP

SCALE: 1" = 200'



APPLICANT:

DeSOLA GENERAL SERVICES
136 HEBER AVENUE, SUITE 308
PARK CITY, UT 84060

OWNER:

CLAIRMONT MHC LLC
18006 SKY PARK CIRCLE, SUITE 200
IRVINE, CA 92614

PLANNING/LANDSCAPE ARCHITURE/ENGINEERING/SURVEYING FIRM:

AKS ENGINEERING & FORESTRY, LLC
CONTACT: JONATHON MORSE, PE
12965 SW HERMAN ROAD, SUITE 100
TUALATIN, OR 97062
PH: 503-563-6151
FAX: 503-563-6152

PROJECT LOCATION:

13531 CLAIRMONT WAY, OREGON CITY, OR

PROPERTY DESCRIPTION:

TAX LOT 402, CLACKAMAS COUNTY TAX MAP 3 2E 05C, ±28.97 ACRES, LOCATED IN THE SOUTHWEST ONE-QUARTER OF SECTION 5, TOWNSHIP 3 SOUTH, RANGE 2 EAST, WILLAMETTE MERIDIAN, CITY OF OREGON CITY, CLACKAMAS COUNTY, OREGON.

EXISTING LAND USE:

MOBILE AND MANUFACTURED HOME PARK

ZONING:

R-3.5 DWELLING DISTRICT

PROJECT PURPOSE:

PRIVATE ONSITE IMPROVEMENTS FOR THE FUTURE PLACEMENT OF MANUFACTURED HOMES.

VERTICAL DATUM:

VERTICAL DATUM: ELEVATIONS ARE BASED ON NGS BENCHMARK NO.RD0259. LOCATED AT 802 MAIN STREET, IN STEP AT ENTRANCE FACING MAIN STREET. ELEVATION = 66.22 FEET (NAVD 88).

SHEET INDEX:

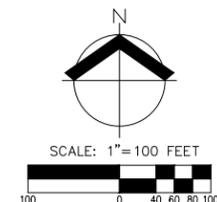
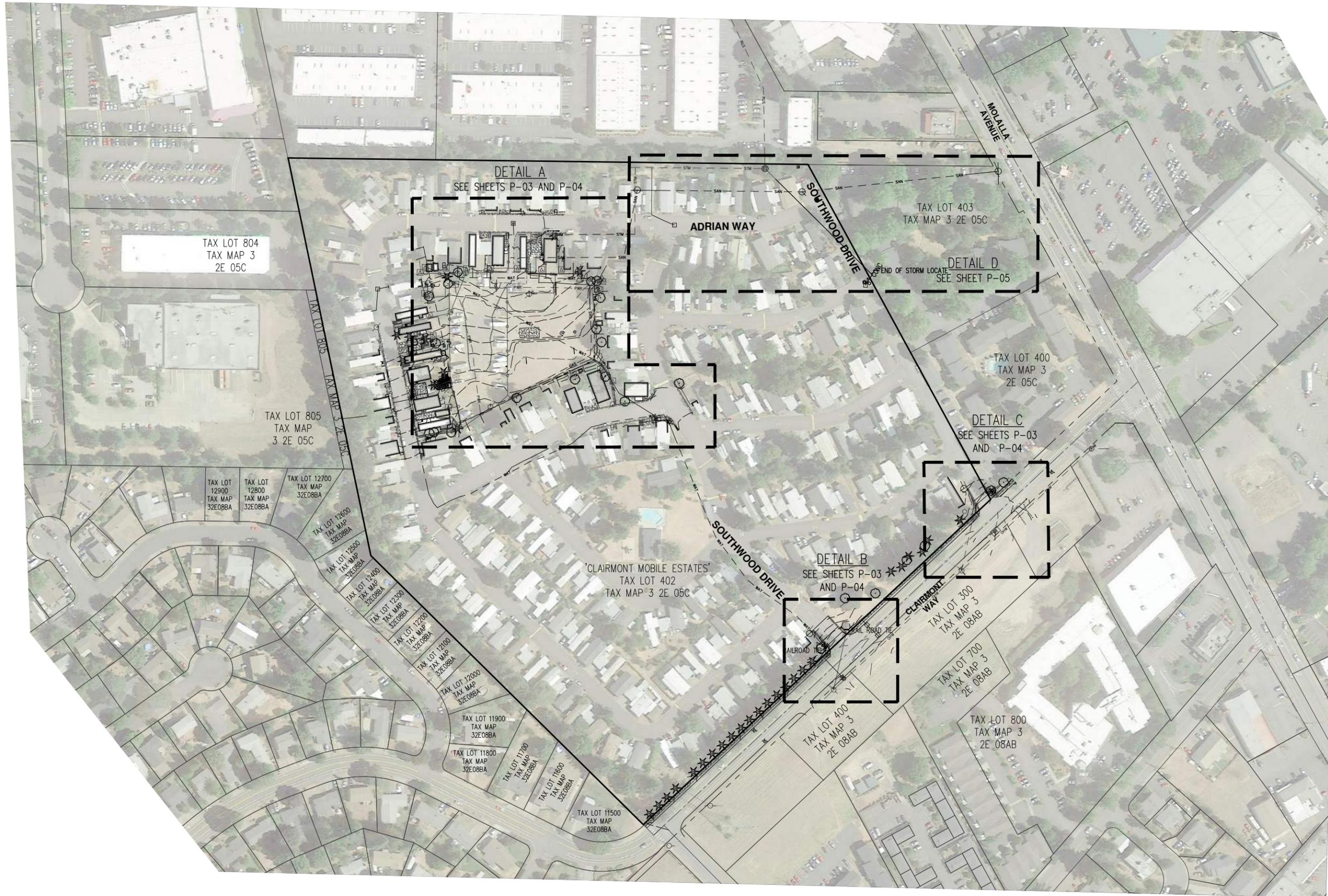
- P-01 COVER SHEET WITH SITE AND VICINITY MAPS
- P-02 EXISTING CONDITIONS PLAN WITH AERIAL PHOTOGRAPH
- P-03 EXISTING CONDITIONS PLAN WITH AERIAL PHOTOGRAPH (DETAIL A,B & C)
- P-04 EXISTING CONDITIONS PLAN (DETAIL A, B AND C)
- P-05 EXISTING CONDITIONS PLAN WITH AERIAL PHOTOGRAPH (DETAIL D)
- P-06 PRELIMINARY DEMOLITION PLAN
- P-07 PRELIMINARY DEMOLITION PLAN
- P-08 PRELIMINARY GRADING, EROSION, AND SEDIMENT CONTROL PLAN
- P-09 EMERGENCY VEHICLE ACCESS PLAN WITH AERIAL PHOTOGRAPH
- P-10 PRELIMINARY SITE PLAN
- P-11 PRELIMINARY DIMENSIONED SITE PLAN
- P-12 PRELIMINARY COMPOSITE UTILITY PLAN
- P-13 PRELIMINARY OPEN SPACE AND LANDSCAPED AREAS PLAN
- P-14 PRELIMINARY LANDSCAPE PLAN

EXISTING		PROPOSED		EXISTING		PROPOSED	
DECIDUOUS TREE			STORM DRAIN CLEAN OUT			STORM DRAIN CATCH BASIN	
CONIFEROUS TREE			STORM DRAIN AREA DRAIN			STORM DRAIN MANHOLE	
FIRE HYDRANT			GAS METER			GAS VALVE	
WATER BLOWOFF			GUY WIRE ANCHOR			UTILITY POLE	
WATER METER			POWER VAULT			POWER JUNCTION BOX	
WATER VALVE			POWER PEDESTAL			COMMUNICATIONS VAULT	
DOUBLE CHECK VALVE			COMMUNICATIONS JUNCTION BOX			COMMUNICATIONS RISER	
AIR RELEASE VALVE							
SANITARY SEWER CLEAN OUT							
SANITARY SEWER MANHOLE							
SIGN							
STREET LIGHT							
MAILBOX							

	EXISTING	PROPOSED
RIGHT-OF-WAY LINE		
BOUNDARY LINE		
PROPERTY LINE		
CENTERLINE		
DITCH		
CURB		
EDGE OF PAVEMENT		
EASEMENT		
FENCE LINE		
GRAVEL EDGE		
POWER LINE		
OVERHEAD WIRE		
COMMUNICATIONS LINE		
FIBER OPTIC LINE		
GAS LINE		
STORM DRAIN LINE		
SANITARY SEWER LINE		
WATER LINE		

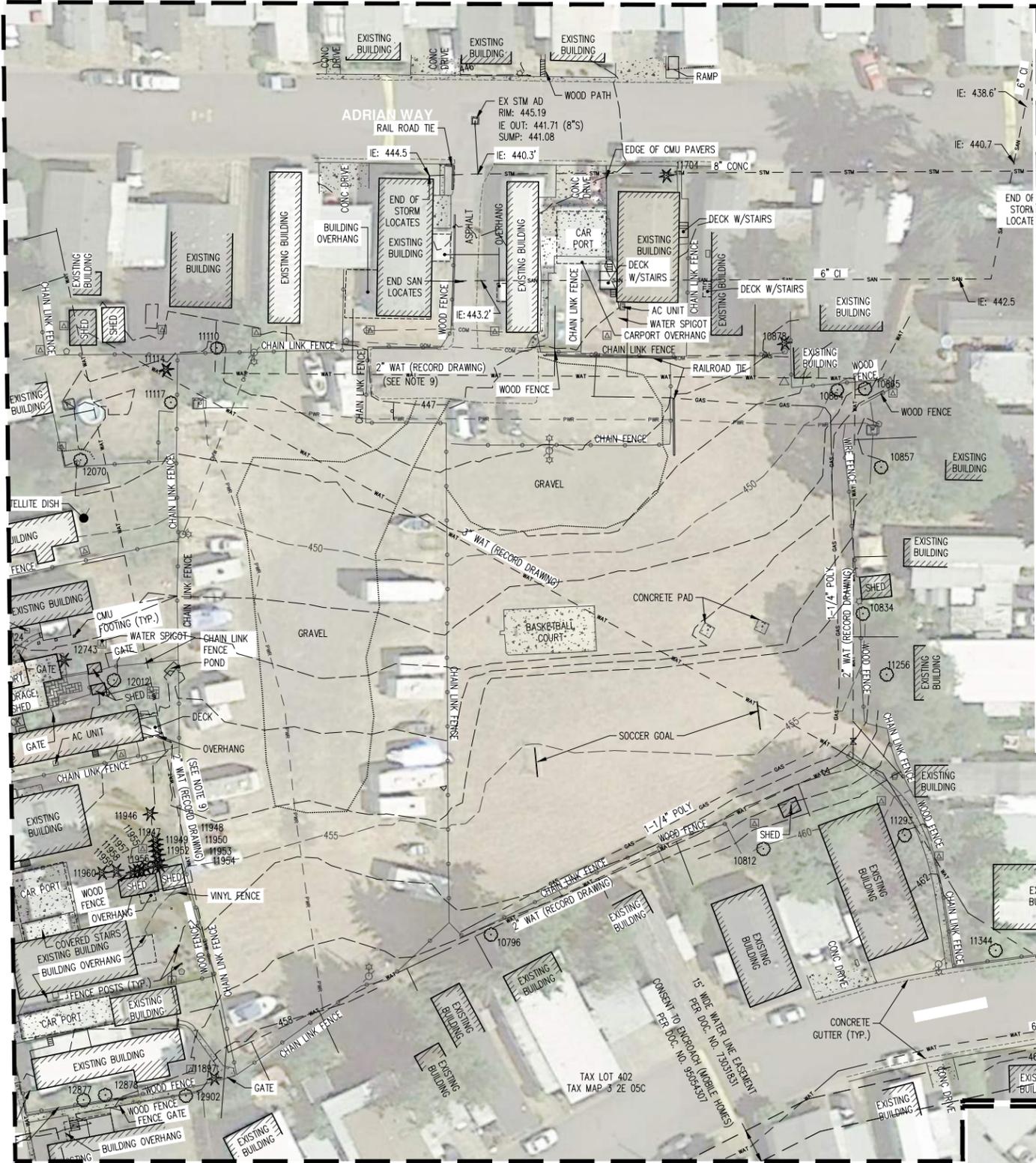


JOB NUMBER:	6495
DATE:	06/03/2020
DESIGNED BY:	GSH
DRAWN BY:	GSH
CHECKED BY:	JMM



EXISTING CONDITIONS PLAN WITH AERIAL PHOTOGRAPH
CLAIRMONT MOBILE HOME PARK ADDITION
 13531 CLAIRMONT WAY
 OREGON CITY, OREGON

REGISTERED PROFESSIONAL LAND SURVEYOR
 NOT FOR CONSTRUCTION
 JANUARY 14, 2019
 ROBERT D. REIFEN
 60124LS
 RENEWS: 12/31/20
 JOB NUMBER: 6495
 DATE: 3/12/2019
 DESIGNED BY:
 DRAWN BY: MTB
 CHECKED BY: RDR



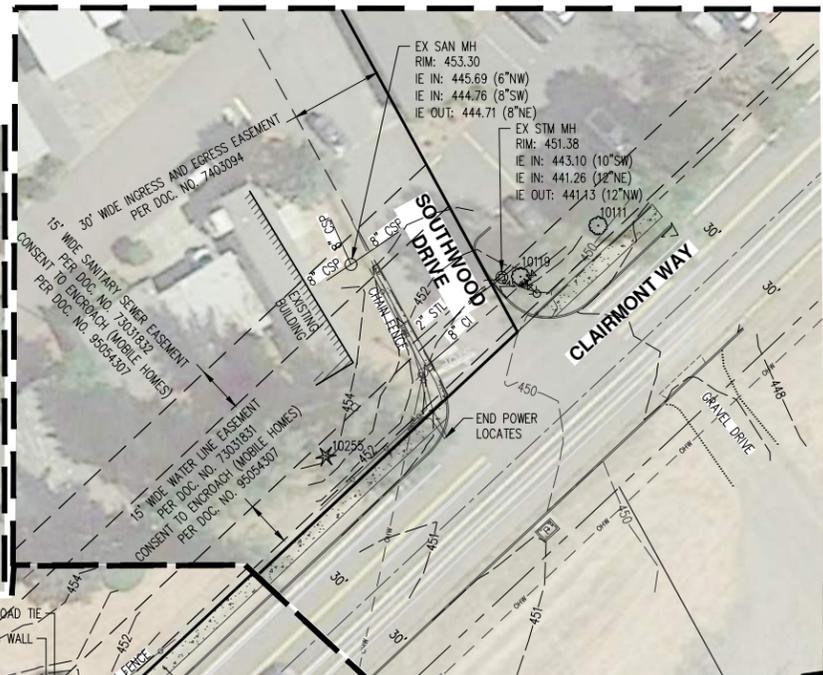
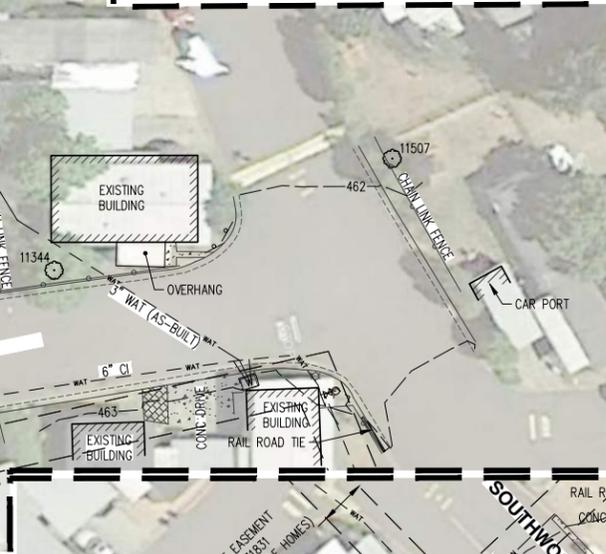
NOTES:

- UTILITIES SHOWN ARE BASED ON UNDERGROUND UTILITY LOCATE MARKINGS, AS PROVIDED BY OTHERS. PER UTILITY LOCATE TICKET NUMBER 18318490 AND 20003147. THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND LOCATE MARKINGS REPRESENT THE ONLY UTILITIES IN THE AREA. CONTRACTORS ARE RESPONSIBLE FOR VERIFYING ALL EXISTING CONDITIONS PRIOR TO BEGINNING CONSTRUCTION. STORM AND SANITARY LINES NOT DENOTED, WERE LOCATED PER PIONEER PLUMBING ON 3/29/2019 AND 4/2/2019.
- FIELD SURVEY WORK WAS CONDUCTED DECEMBER 5 AND 6, 2018; MARCH 03, 2019, JULY 02, 2019 AND JANUARY 14 AND 24, 2020.
- VERTICAL DATUM: ELEVATIONS ARE BASED ON NGS BENCHMARK NO. RD0259. LOCATED AT 802 MAIN STREET, IN STEP AT ENTRANCE FACING MAIN STREET. ELEVATION = 66.22 FEET (NAVD 88).
- SURVEY IS ONLY VALID WITH SURVEYOR'S STAMP AND SIGNATURE.
- BUILDING FOOTPRINTS ARE MEASURED TO SIDING UNLESS NOTED OTHERWISE. CONTACT SURVEYOR WITH QUESTIONS REGARDING BUILDING TIES.
- CONTOUR INTERVAL IS 1 FOOT.
- TREES WITH DIAMETER OF 6" AND GREATER ARE SHOWN. TREE DIAMETERS WERE MEASURED UTILIZING A DIAMETER TAPE AT BREAST HEIGHT. TREE INFORMATION IS SUBJECT TO CHANGE UPON ARBORIST INSPECTION.
- WATER LINES DENOTED AS "RECORD DRAWING" ARE PER CLAIMONT ESTATES CITY WATERLINES REFERENCE, RECORD DRAWING NUMBER 5155. LOCATIONS OF DEPICTED LINES ARE APPROXIMATE.
- DENOTED PORTIONS OF STORM LINES WERE UNABLE TO BE COMPLETELY LOCATED. FLOW AND DESTINATION OF THESE LINES WERE VERIFIED BY USE OF A DYE TEST. DENOTED PORTIONS ARE APPROXIMATE LOCATIONS ONLY.
- THIS MAP DOES NOT CONSTITUTE A PROPERTY BOUNDARY SURVEY TO BE RECORDED WITH THE COUNTY SURVEYOR. BOUNDARIES MAY BE PRELIMINARY AND SHOULD BE CONFIRMED WITH THE STAMPING SURVEYOR PRIOR TO BEING RELIED ON FOR DETAILED DESIGN OR CONSTRUCTION.

TREE TABLE		
TREE NUMBER	TYPE	DBH (IN.)
10111	DECIDUOUS	28
10119	DECIDUOUS	19
10255	CONIFEROUS	18,19, 20
10493	DECIDUOUS	36
10796	DECIDUOUS	18
10812	DECIDUOUS	15
10834	DECIDUOUS	7
10857	DECIDUOUS	12, 13, 13
10864	DECIDUOUS	10

TREE TABLE		
TREE NUMBER	TYPE	DBH (IN.)
10865	DECIDUOUS	10
10878	CONIFEROUS	32
11110	DECIDUOUS	28
11114	CONIFEROUS	11
11117	DECIDUOUS	8
11256	DECIDUOUS	20
11293	DECIDUOUS	11
11344	DECIDUOUS	10
11507	DECIDUOUS	6

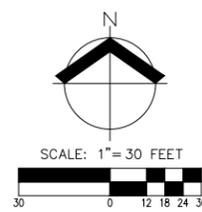
TREE TABLE		
TREE NUMBER	TYPE	DBH (IN.)
12012	DECIDUOUS	8, 12, 15
12588	CONIFEROUS	21
12596	CONIFEROUS	12
12724	CONIFEROUS	10
12743	CONIFEROUS	13
12877	DECIDUOUS	6, 6, 6
12878	DECIDUOUS	6, 6
12902	DECIDUOUS	6, 6



DETAIL B

DETAIL A

DETAIL C



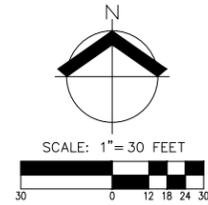
**EXISTING CONDITIONS PLAN WITH AERIAL PHOTOGRAPH (DETAIL A, B & C)
 CLAIMONT MOBILE HOME PARK ADDITION
 13531 CLAIMONT WAY
 OREGON CITY, OREGON**

REGISTERED PROFESSIONAL LAND SURVEYOR
NOT FOR CONSTRUCTION
 ROBERT D. REIF
 80124LS
 RENEWS: 12/31/20

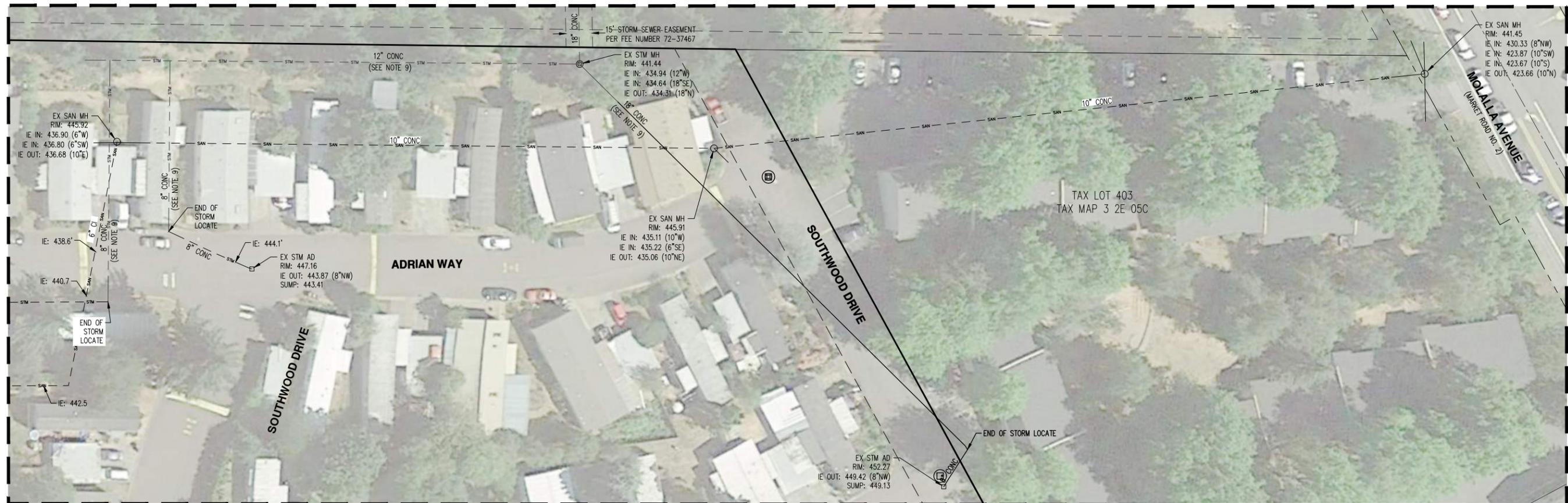
JOB NUMBER: 6495
 DATE: 3/12/2019
 DESIGNED BY:
 DRAWN BY: MTB
 CHECKED BY: RDR

NOTES:

- UTILITIES SHOWN ARE BASED ON UNDERGROUND UTILITY LOCATE MARKINGS, AS PROVIDED BY OTHERS, PER UTILITY LOCATE TICKET NUMBER 18318490 AND 20003147. THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND LOCATE MARKINGS REPRESENT THE ONLY UTILITIES IN THE AREA. CONTRACTORS ARE RESPONSIBLE FOR VERIFYING ALL EXISTING CONDITIONS PRIOR TO BEGINNING CONSTRUCTION. STORM AND SANITARY LINES NOT DENOTED, WERE LOCATED PER PIONEER PLUMBING ON 3/29/2019 AND 4/2/2019.
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- CONTOUR INTERVAL IS 1 FOOT.
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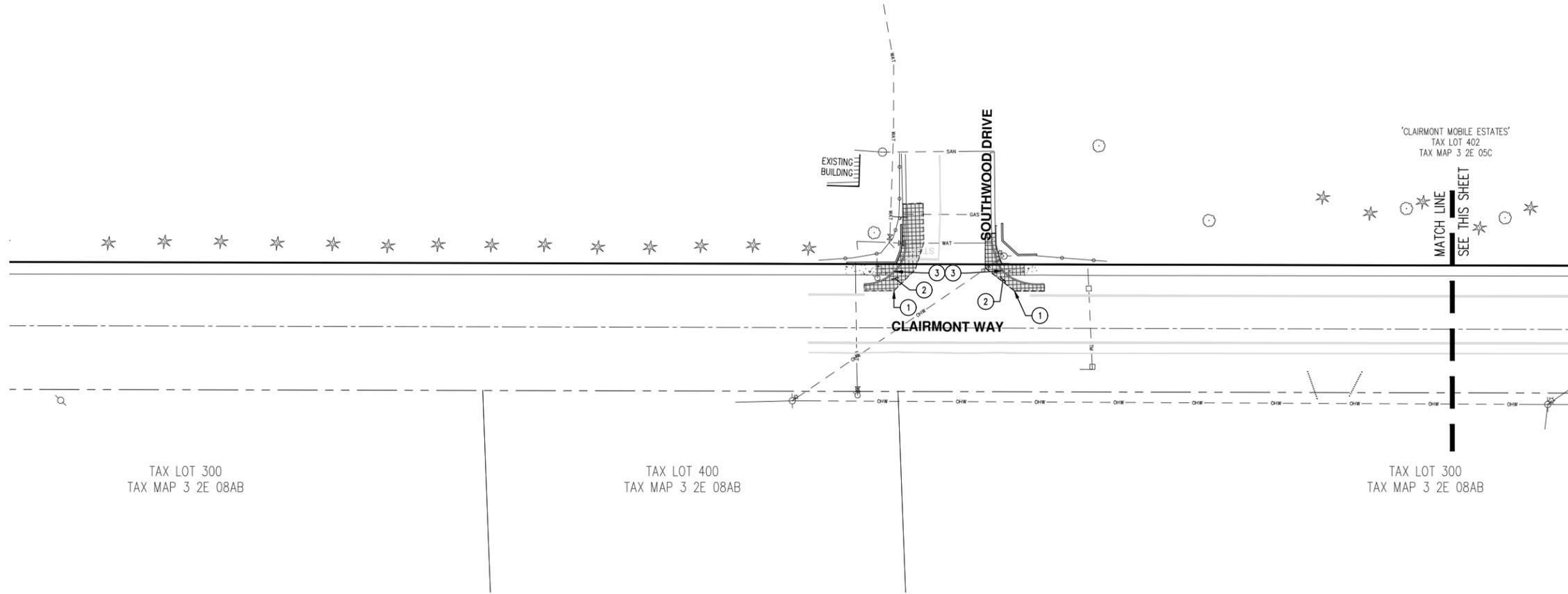
DETAIL D



EXISTING CONDITIONS PLAN WITH AERIAL PHOTOGRAPH (DETAIL D)
CLAIRMONT MOBILE HOME PARK ADDITION
 13531 CLAIRMONT WAY
 OREGON CITY, OREGON

REGISTERED PROFESSIONAL LAND SURVEYOR
 NOT FOR CONSTRUCTION
 JANUARY 14, 2020
 ROBERT D. REITH
 60124LS
 RENEWS: 12/31/20

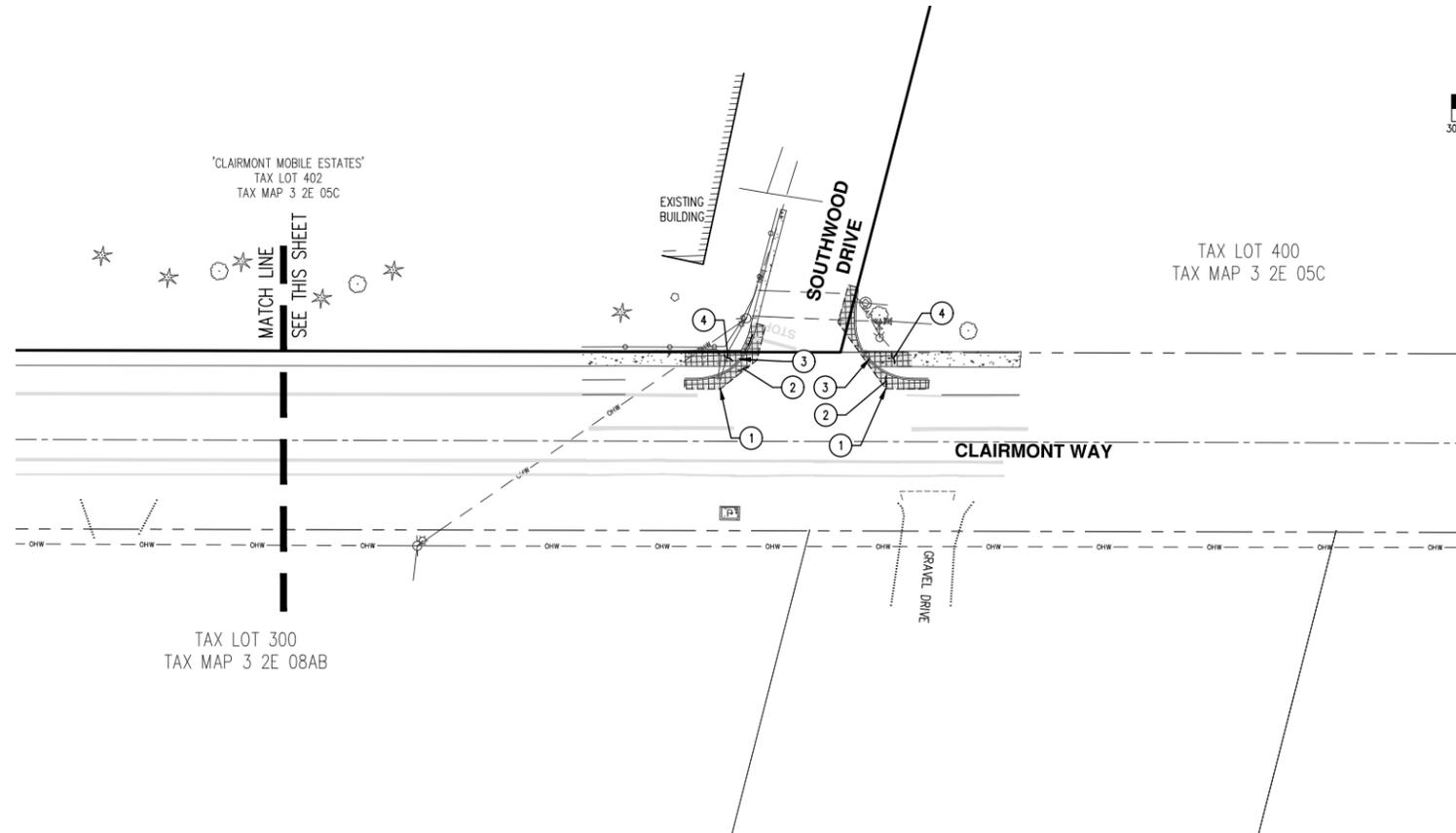
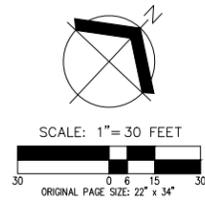
JOB NUMBER: 6495
 DATE: 3/12/2019
 DESIGNED BY:
 DRAWN BY: MTB
 CHECKED BY: RDR



TAX LOT 300
TAX MAP 3 2E 08AB

TAX LOT 400
TAX MAP 3 2E 08AB

TAX LOT 300
TAX MAP 3 2E 08AB



'CLAIRMONT MOBILE ESTATES'
TAX LOT 402
TAX MAP 3 2E 05C

TAX LOT 400
TAX MAP 3 2E 05C

TAX LOT 300
TAX MAP 3 2E 08AB

- PRELIMINARY KEYED DEMOLITION NOTES**
1. SAWCUT LINE (TYP)
 2. EXISTING ASPHALT PAVEMENT TO BE REMOVED
 3. EXISTING CURB TO BE REMOVED
 4. EXISTING SIDEWALK TO BE REMOVED

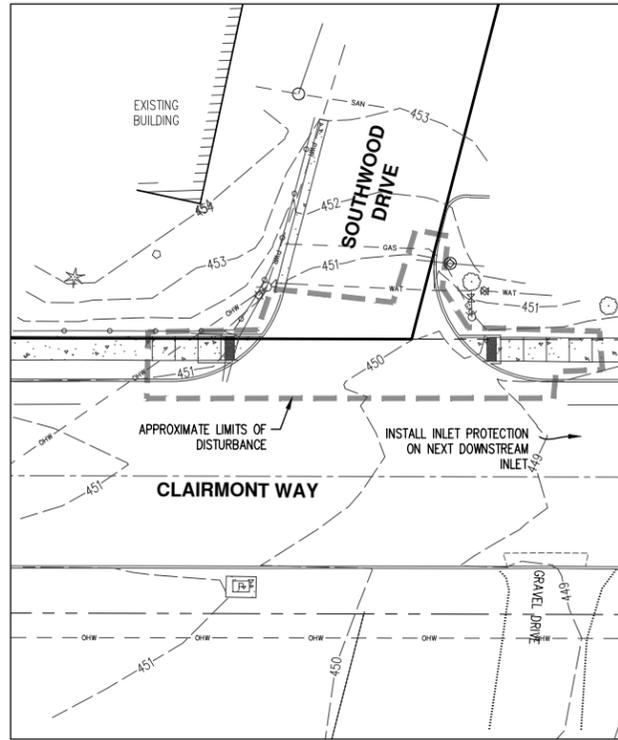
HATCH LEGEND

AC PAVEMENT/CONCRETE/HARDSCAPE TO BE REMOVED (APPROXIMATE EXTENTS)

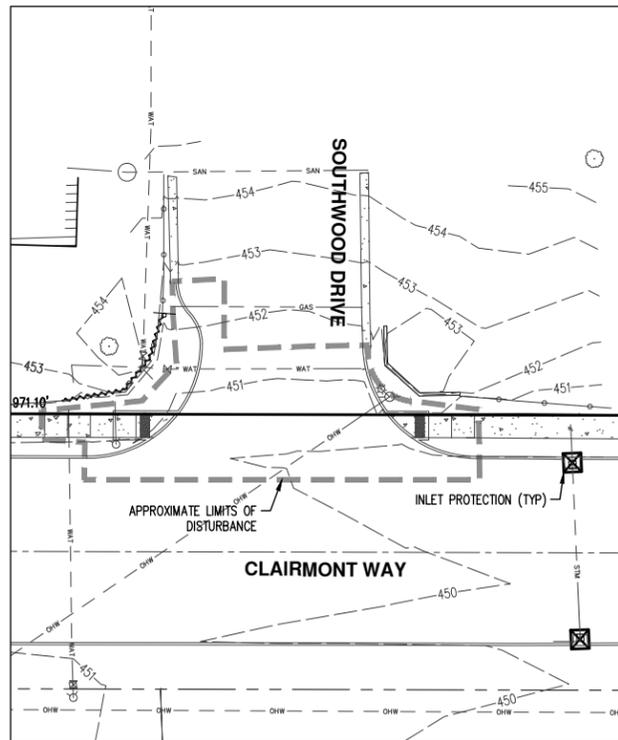
PRELIMINARY DEMOLITION PLAN
CLAIRMONT MOBILE HOME PARK ADDITION
13531 CLAIRMONT WAY
OREGON CITY, OREGON



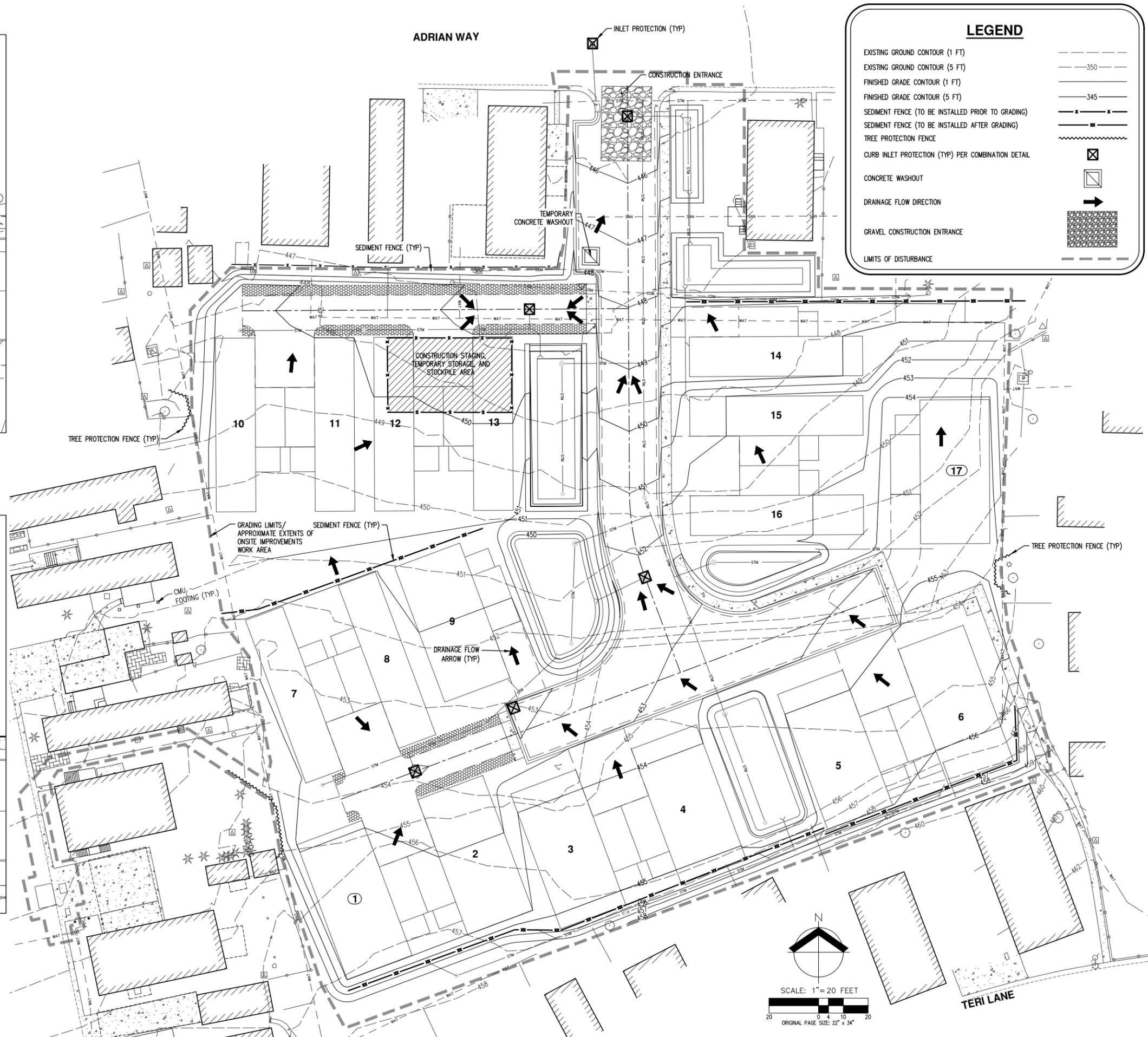
RENEWAL DATE:	6/30/21
JOB NUMBER:	6495
DATE:	06/03/2020
DESIGNED BY:	GSH
DRAWN BY:	GSH
CHECKED BY:	JMM



**PRELIMINARY CLAIRMONT WAY GRADING
EROSION AND SEDIMENT CONTROL PLAN**
SCALE 1" = 20'



**PRELIMINARY CLAIRMONT WAY GRADING
EROSION AND SEDIMENT CONTROL PLAN**
SCALE 1" = 20'



LEGEND

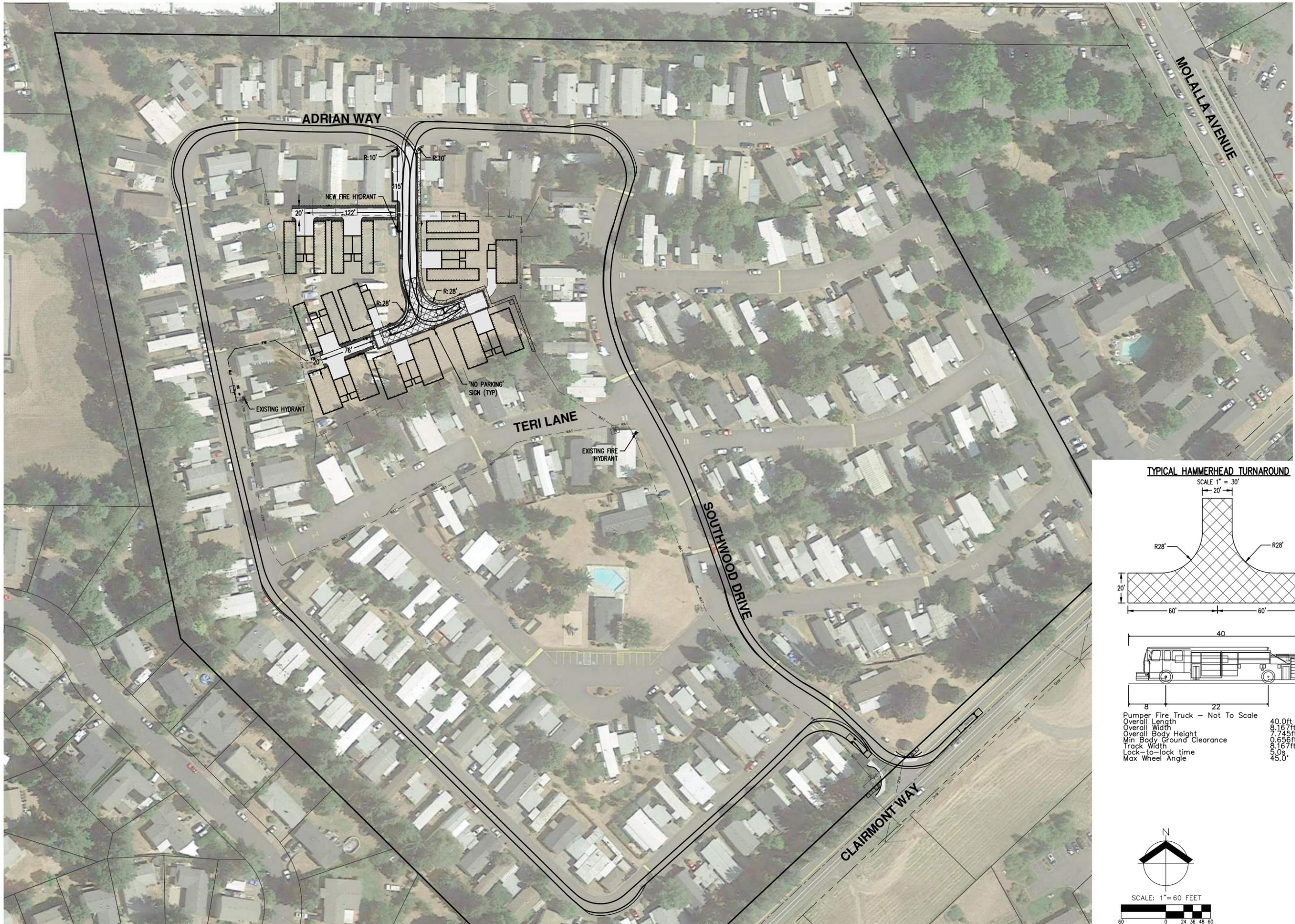
- EXISTING GROUND CONTOUR (1 FT)
- EXISTING GROUND CONTOUR (5 FT)
- FINISHED GRADE CONTOUR (1 FT)
- FINISHED GRADE CONTOUR (5 FT)
- SEDIMENT FENCE (TO BE INSTALLED PRIOR TO GRADING)
- SEDIMENT FENCE (TO BE INSTALLED AFTER GRADING)
- TREE PROTECTION FENCE
- CURB INLET PROTECTION (TYP) PER COMBINATION DETAIL
- CONCRETE WASHOUT
- DRAINAGE FLOW DIRECTION
- GRAVEL CONSTRUCTION ENTRANCE
- LIMITS OF DISTURBANCE

SCALE: 1" = 20 FEET
ORIGINAL PAGE SIZE: 22" x 34"

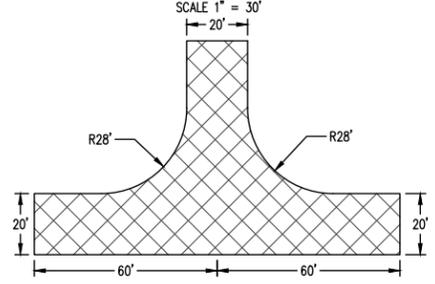
**PRELIMINARY GRADING, EROSION, AND SEDIMENT CONTROL PLAN
CLAIRMONT MOBILE HOME PARK ADDITION
13531 CLAIRMONT WAY
OREGON CITY, OREGON**

**REGISTERED PROFESSIONAL ENGINEER
NOT FOR CONSTRUCTION
MONTGOMERY B. JOHNSON**
RENEWAL DATE: 6/30/21
JOB NUMBER: 6495
DATE: 06/03/2020
DESIGNED BY: GSH
DRAWN BY: GSH
CHECKED BY: JMM

AKS DRAWING FILE: 6495 ESC AND GRADING PLANNING | LAYOUT: P-08

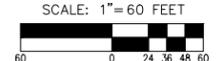
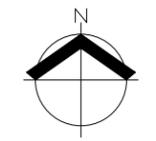


TYPICAL HAMMERHEAD TURNAROUND



Pumper Fire Truck - Not To Scale

Overall Length	40.0ft
Overall Width	8.167ft
Overall Body Height	7.745ft
Min Body Ground Clearance	0.655ft
Track Width	8.167ft
Lock-to-lock time	55.0s
Max Wheel Angle	45.0°



EMERGENCY VEHICLE ACCESS PLAN WITH AERIAL PHOTOGRAPH
CLAIRMONT MOBILE HOME PARK ADDITION
 13531 CLAIRMONT WAY
 OREGON CITY, OREGON

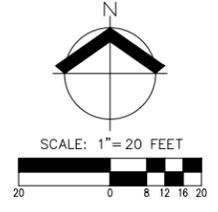
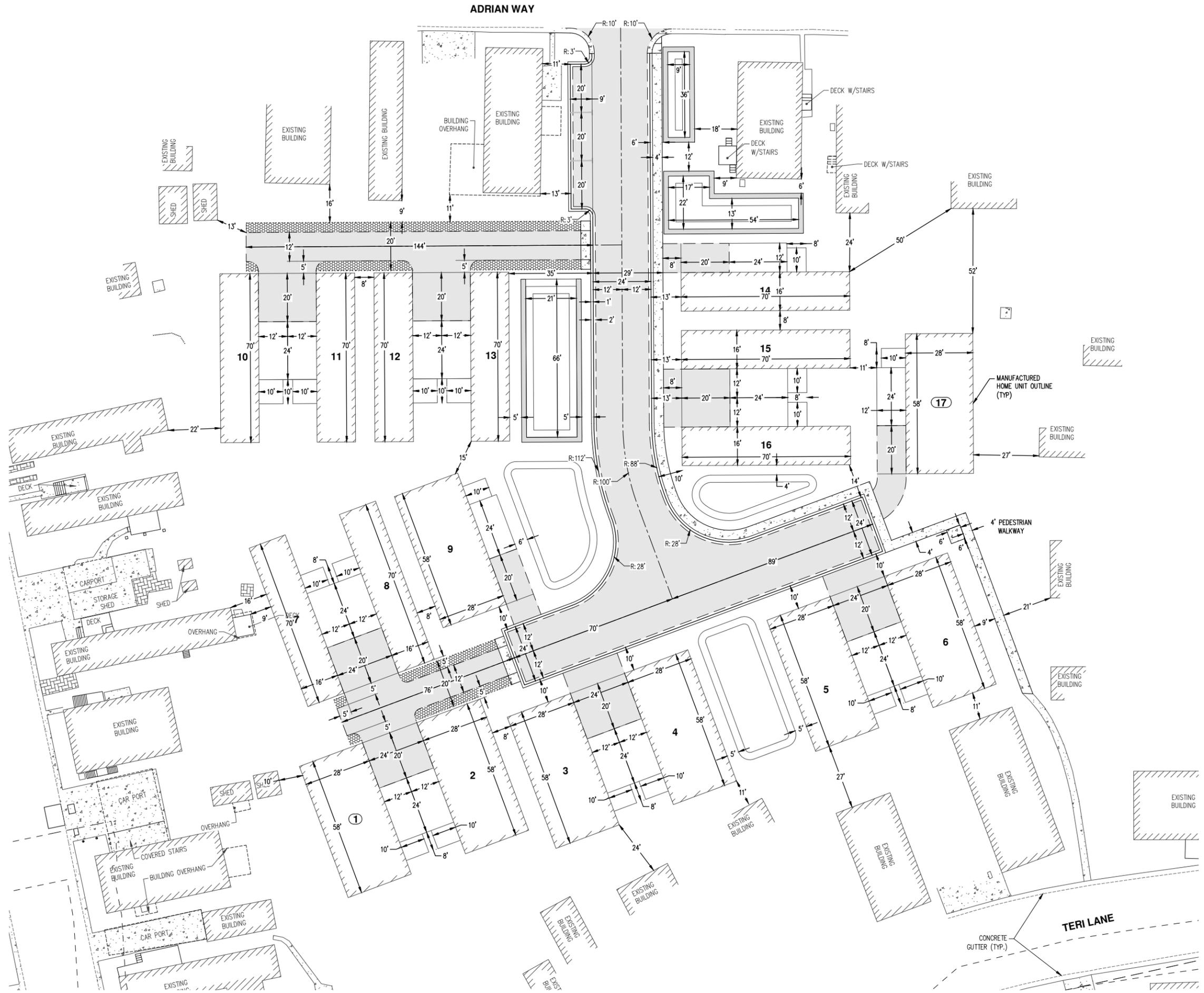


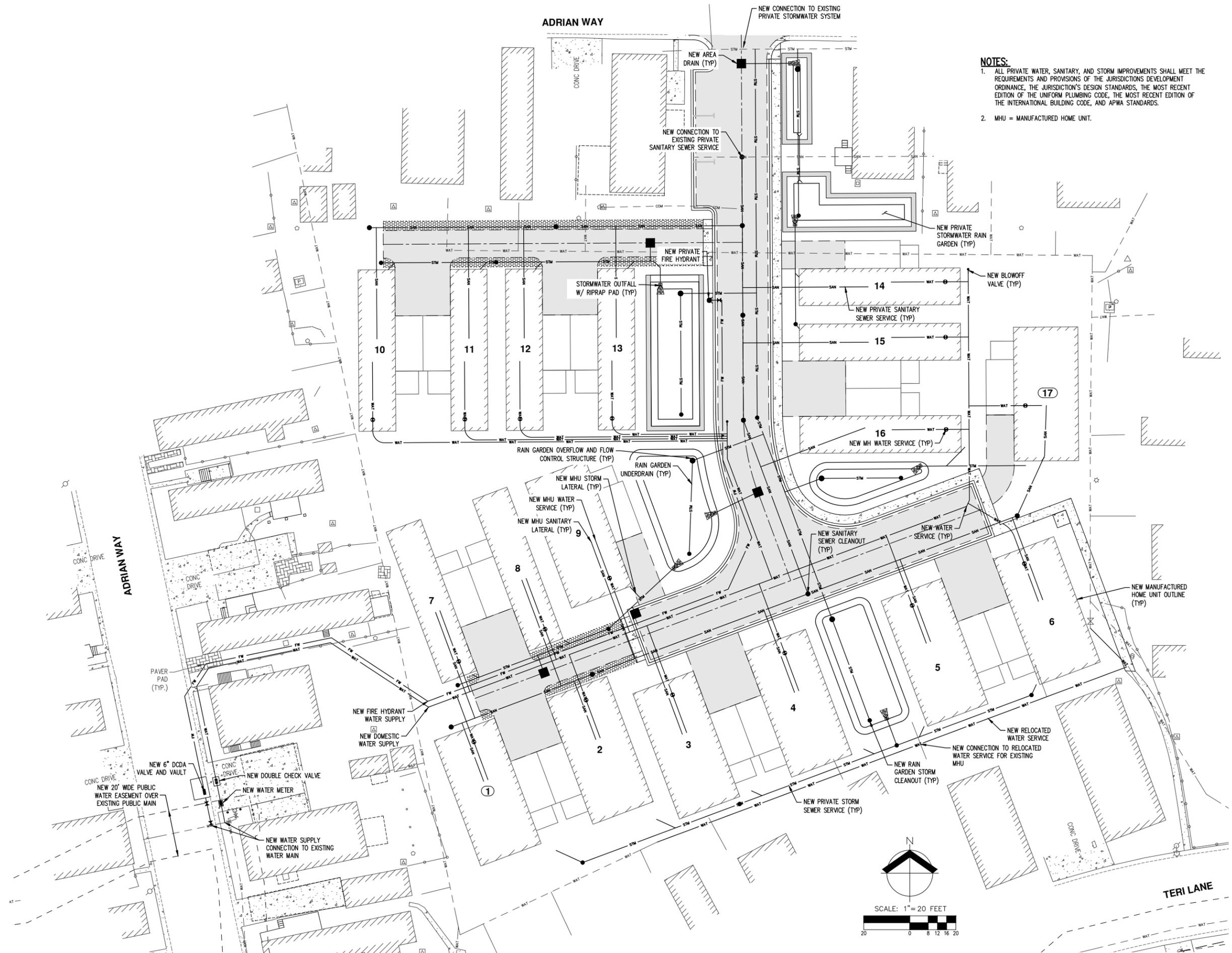
JOB NUMBER:	6495
DATE:	06/03/2020
DESIGNED BY:	GSH
DRAWN BY:	GSH
CHECKED BY:	JMM

**PRELIMINARY DIMENSIONED SITE PLAN
 CLAIMONT MOBILE HOME PARK ADDITION
 13531 CLAIMONT WAY
 OREGON CITY, OREGON**



JOB NUMBER: 6495
 DATE: 06/03/2020
 DESIGNED BY: GSH
 DRAWN BY: GSH
 CHECKED BY: JMM





NOTES:
 1. ALL PRIVATE WATER, SANITARY, AND STORM IMPROVEMENTS SHALL MEET THE REQUIREMENTS AND PROVISIONS OF THE JURISDICTIONS DEVELOPMENT ORDINANCE, THE JURISDICTIONS DESIGN STANDARDS, THE MOST RECENT EDITION OF THE UNIFORM PLUMBING CODE, THE MOST RECENT EDITION OF THE INTERNATIONAL BUILDING CODE, AND APWA STANDARDS.
 2. MHU = MANUFACTURED HOME UNIT.

**PRELIMINARY COMPOSITE UTILITY PLAN
 CLAIMONT MOBILE HOME PARK ADDITION
 13531 CLAIMONT WAY
 OREGON CITY, OREGON**



JOB NUMBER:	6495
DATE:	06/03/2020
DESIGNED BY:	GSH
DRAWN BY:	GSH
CHECKED BY:	JMM

**PRELIMINARY OPEN SPACE AND LANDSCAPED AREAS PLAN
 CLAIRMONT MOBILE HOME PARK ADDITION
 13531 CLAIRMONT WAY
 OREGON CITY, OREGON**



LEGEND

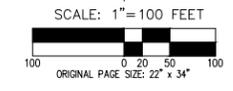
	EXISTING LANDSCAPE AREA 10.14± ACRES
	EXISTING COMMON OPEN SPACE 1.16± ACRES

EXISTING MOBILE HOME UNITS	189
NEW MOBILE HOME UNITS	17
TOTAL MOBILE HOME UNITS (AFTER ONSITE IMPROVEMENTS)	206

LANDSCAPE AREA NOTES:

TOTAL SITE AREA	-	28.97± ACRES
LANDSCAPE AREA REQUIRED	-	4.3 ACRES (15%)
LANDSCAPE AREA PROVIDED	-	9.71± ACRES (33%±)
COMMON OPEN SPACE REQUIRED	-	0.95 ACRES
COMMON OPEN SPACE PROVIDED	-	1.16± ACRES

- GIS DATA OBTAINED FROM CITY OF OREGON CITY MAPS AND CLACKAMAS COUNTY.
- AERIAL PHOTOGRAPH FROM METRO.

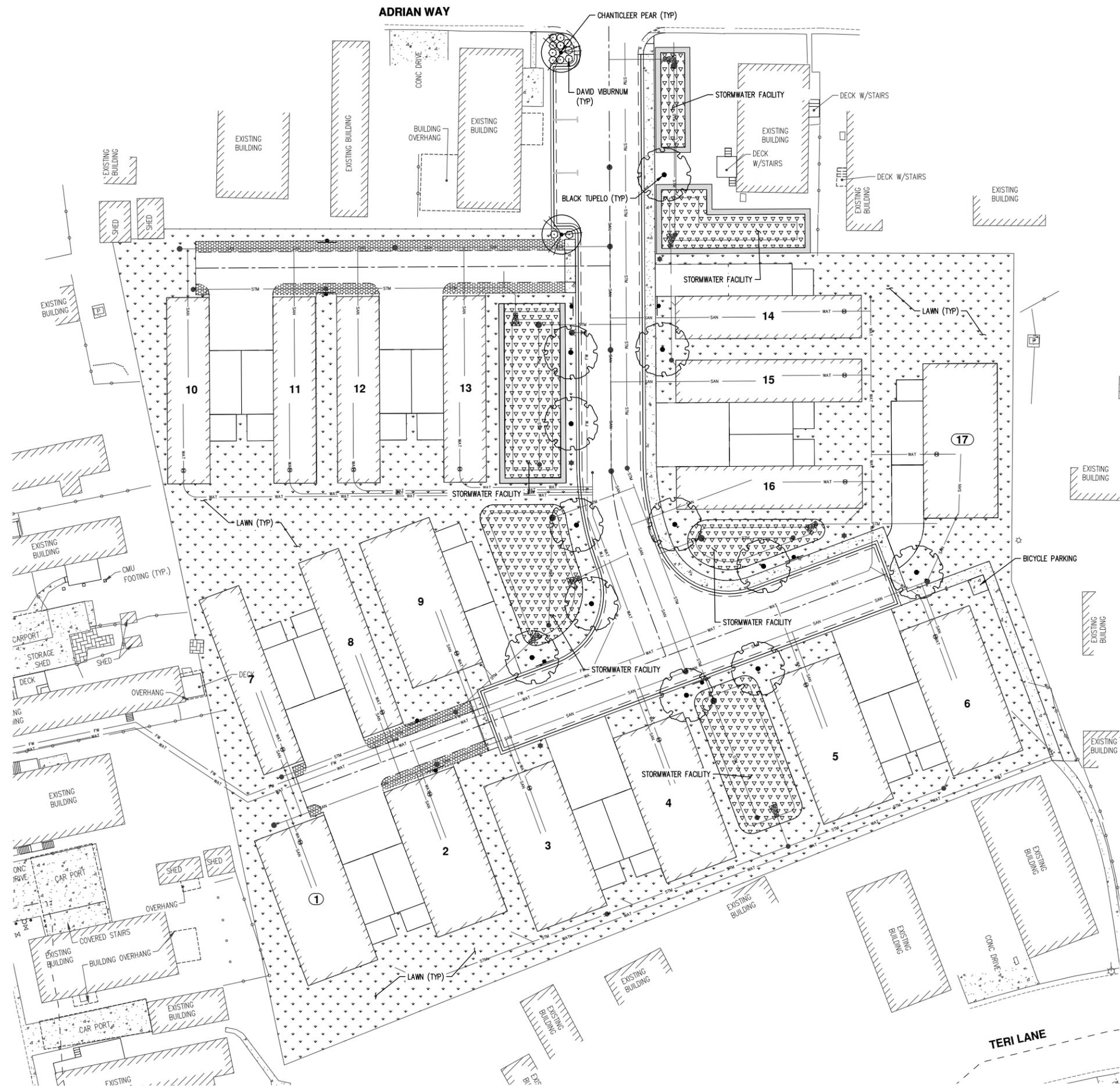


JOB NUMBER:	6495
DATE:	06/03/2020
DESIGNED BY:	GSH
DRAWN BY:	GSH
CHECKED BY:	JMM

**PRELIMINARY LANDSCAPE PLAN
 CLAIMMONT MOBILE HOME PARK ADDITION
 13531 CLAIMMONT WAY
 OREGON CITY, OREGON**

REGISTERED
 PRELIMINARY
 NOT FOR
 CONSTRUCTION
 LANDSCAPE ARCHITECT

JOB NUMBER: 6495
 DATE: 06/03/2020
 DESIGNED BY: TEB
 DRAWN BY: TEB
 CHECKED BY: KAH/TEB



PLANT SCHEDULE

TREES	BOTANICAL NAME	COMMON NAME	SIZE/CONTAINER	SPACING
	PYRUS CALLERYANA 'CHANTICLEER'	CHANTICLEER PEAR	2" CAL. B&B	AS SHOWN
STREET TREES	BOTANICAL NAME	COMMON NAME	SIZE/CONTAINER	SPACING
	NYSSA SYLVATICA 'BLACK TUPELO'	BLACK TUPELO	2" CAL. B&B	AS SHOWN
SHRUBS	BOTANICAL NAME	COMMON NAME	SIZE/CONTAINER	SPACING
	VIBURNUM DAVIDII	DAVID VIBURNUM	1 GAL. CONT.	36" o.c.
GROUND COVERS	DESCRIPTION			
	LAWN		SEED	
	STORMWATER FACILITY PLANTED TO OREGON CITY STANDARDS PER STORMWATER AND GRADING DESIGN STANDARDS AND OREGON MUNICIPAL CODE CHAPTER 13.12 STORMWATER MANAGEMENT			

PRELIMINARY LANDSCAPE NOTES

- LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR VERIFYING PLANT AND MATERIAL QUANTITIES. IF DISCREPANCIES OCCUR, DESIGN INTENT PREVAILS OVER QUANTITIES LISTED.
- PRELIMINARY PLANT MATERIAL AND LAYOUT IS INTENDED TO SHOW DESIGN INTENT. PLANTS AND PLANTING SHALL CONFORM TO THE CITY OF OREGON CITY DESIGN STANDARDS. SUBSTITUTIONS OR REVISIONS MAY BE MADE WITH CITY APPROVAL PRIOR TO FINAL INSTALLATION, DUE TO UNFORESEEN SITE CONSTRAINTS, UTILITIES, COST, PLANT AVAILABILITY, ETC., CHANGES/SUBSTITUTIONS MUST BE APPROVED IN WRITING AND BE IN ACCORDANCE WITH APPLICABLE CITY OF OREGON CITY STANDARDS.
- TREES TO BE PLANTED SHALL MEET THE REQUIREMENTS OF THE AMERICAN STANDARDS FOR NURSERY STOCK (ANSI Z60.1). DOUBLE STAKE ALL TREES. ADJUST STREET TREES ON SITE AS NECESSARY TO AVOID CONFLICTS WITH UTILITIES, LIGHT POLES ETC. THE FOLLOWING CLEARANCE DISTANCES SHALL BE MAINTAINED WHEN PLANTING TREES: 15' O.C. FROM STREET LIGHTS; 5' O.C. FROM FIRE HYDRANTS; 3' O.C. FROM ANY HARD SURFACES; AND 20' FROM INTERSECTIONS PER OREGON CITY CODE 1208.015.
- MULCH: APPLY 3" DEEP BARK MULCH IN ALL PLANTING BEDS, EXCLUDING STORMWATER FACILITIES. BARK MULCH SHALL BE DARK HEMLOCK, MEDIUM GRIND OR SHREDDED, OR SIMILAR AGED BARK MULCH. AVOID COVERING FOLIAGE OR ROOT CROWNS OF PLANTS. ADJUST PLANT ROOT BALL DEPTHS TO ACCOMMODATE MULCH APPLICATION.
- IRRIGATION: WATER-EFFICIENT IRRIGATION SHALL BE REQUIRED FOR AT LEAST THE FIRST 2-YEARS AFTER STREET TREE INSTALLATION TO ALLOW FOR HEALTHY PLANT ESTABLISHMENT AND SURVIVABILITY. A TEMPORARY OR PERMANENT IRRIGATION SYSTEM IS RECOMMENDED, HOWEVER ALTERNATIVE METHODS OF IRRIGATION, SUCH AS BY WATER TRUCK, MAY BE APPROVED BY THE CITY OF OREGON CITY. IF USED, THE TEMPORARY IRRIGATION SYSTEMS SHALL BE DESIGN-BUILD BY THE LANDSCAPE CONTRACTOR AND REQUIRE ITS OWN SERVICE METER AND BACKFLOW PREVENTION DEVICE. TEMPORARY IRRIGATION SYSTEMS MUST BE FULLY REMOVED BEFORE THE CITY RELEASES THE WARRANTY SURETY BOND.

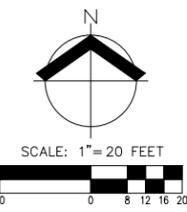




Exhibit C: Transportation Analysis Letter

August 9, 2019

Andrew Cramer
Bridgeview Asset Management
P.O. Box 66850
Portland, OR 97290



**LANCASTER
ENGINEERING**

321 SW 4th Ave., Suite 400
Portland, OR 97204
phone: 503.248.0313
fax: 503.248.9251
lancasterengineering.com

RE: Clairmont Mobile Estates Additions – Transportation Analysis Letter

Dear Mr. Cramer,

This Transportation Analysis Letter (TAL) evaluates the transportation impacts of the planned additions to an existing mobile home park on a property located at 13531 Clairmont Way in Oregon City, Oregon. The project will include the placement of 24 additional dwelling units.

The purpose of this study is to determine whether the transportation system within the vicinity of the site is capable of safely and efficiently supporting the existing uses and accommodating the planned project, as well as to determine any mitigation that may be necessary to do so. Detailed information on trip generation calculations and safety analyses are included as an attachment to this letter.

Location Description

Project Site Description

The project site is located north of Clairmont Way and west of Molalla Avenue in Oregon City, Oregon. The project site is located within the larger park parcel tax lot, lot 402, which encompasses an approximate total of 28.9 acres. The site is currently developed as a mobile home park which takes access to both Molalla Avenue and Clairmont Way via two existing access driveways along Clairmont Way and one along Molalla Avenue (a total of three driveways). An approximate 1.75-acre area within the property is currently vacant where 24 additional dwellings units are planned for placement.

The subject site is located within a mixed-use area of Oregon City, with commercial office/service uses to the north and northwest, single-family houses to the southwest, residential apartments to the northeast, and a mix of residential/commercial uses to the southeast. One notable facility located within a one-mile walking/biking distance of the site is Clackamas Community College to the southeast.



Vicinity Roadways

The planned project is expected to impact the following two nearby roadways: Molalla Avenue and Clairmont Way. Table 1 provides a description of each of the vicinity roadways.

Table 1: Vicinity Roadway Descriptions

Roadway	Jurisdiction	Functional Classification	Cross-Section	Speed	On-street Parking	Bicycle Lanes	Curbs	Sidewalks
Molalla Avenue	Oregon City	Major Arterial	3 to 5 Lanes	35 mph Posted	Partially Permitted	Both Sides	Both Sides	Both Sides
Clairmont Way	Oregon City	Collector	2 to 3 Lanes	25 mph Posted	Partially Permitted	Both Sides	Both Sides	Partial Both Sides

Note: Functional classification and roadway jurisdiction based on *2013 Oregon City Transportation System Plan*.

Vicinity Intersections

The intersection of Molalla Avenue at Clairmont Way is a four-legged intersection that is controlled by a traffic signal. The northbound approach has one left-turn lane served by Flashing-Yellow-Arrow (FYA) phasing, one shared through/right-turn lane, and a bicycle lane to the right of the outermost standard travel lane. The southbound approach has one left-turn lane served by FYA phasing, one through lane, and one right-turn lane. The eastbound and westbound approaches each have one shared left-turn/through lane and one right-turn lane. Crosswalks are marked across all four intersection legs.

Access Intersections

As described in the *Project Site Description* section, the site will have access to the greater transportation system via three existing driveways which currently service the mobile-home park: two driveways along Clairmont Way and one driveway along Molalla Avenue. All three driveways allow unrestricted turning movements for both ingress and egress traffic.

Figure 1 presents an aerial image of the nearby vicinity with the project site outlined in yellow.



Figure 1 – Aerial Photo of Site Vicinity (Image from Google Earth)

Site Trips

Trip Generation

To estimate the number of trips that will be generated by the planned project, trip rates from the *Trip Generation Manual*¹ were used. Data from land-use code 240, *Mobile Home Park*, was used to estimate site trip generation based on the number of occupied dwelling units.

The trip generation calculations show that the planned project is projected to generate 10 morning peak hour trips, 14 evening peak hour trips, and 156 average weekday trips. The trip generation estimates of the planned project are summarized in Table 2. Detailed trip generation calculations are included as an attachment to this letter.

¹ Institute of Transportation Engineers (ITE), *Trip Generation Manual*, 10th Edition, 2017.



Table 2: Planned Project Trip Generation Summary

	ITE Code	Size	Morning Peak Hour			Evening Peak Hour			Weekday
			Enter	Exit	Total	Enter	Exit	Total	Total
Mobile Home Park	240	24 units	2	8	10	9	5	14	156

Trip Distribution

The directional distribution of site trips to/from the planned project was estimated based on locations of likely trip destinations and locations of major transportation facilities in the site vicinity. The following directional distribution of site trips was used for analysis:

- Approximately 50% of site trips will travel to/from the south along Molalla Avenue,
- Approximately 40% of site trips will travel to/from the north along Molalla Avenue, and
- Approximately 10% of site trips will travel to/from the west along Clairmont Way.

This can be equated to approximately 5 morning peak hour trips and 7 evening peak hour trips traveling to/from the south along Molalla Avenue, approximately 4 morning peak hour trips and 6 evening peak hour trips traveling to/from the north along Molalla Avenue, and approximately 1 morning and evening peak hour trip traveling to/from the west along Clairmont Way.



Safety Analysis

Crash Data Analysis

Using data obtained from ODOT's Crash Analysis and Reporting Unit, a review was performed for the most recent five years of available crash data (January 2012 through December 2016) at the site access intersections along the roadways of Clairmont Way and Molalla Avenue. The crash data was evaluated based on the number of crashes, the type of collisions, and the severity of the collisions.

There are two site access intersections along Clairmont Way (both referred to as Southwood Drive at Clairmont Way), both of which had no reported collisions during the analysis period. The site access intersection along Molalla Avenue (referred to as Adrian Way at Molalla Avenue) had one reported collision during the analysis period. The crash was a rear-end collision and was classified as "Possible Injury – Complaint of Pain" (*Injury C*). Due to the low number of crashes and the low severity of collisions near the project site, no specific safety mitigation is necessary or recommended as part of the planned project.

Sight Distance Analysis

Sight distance was examined for the two existing site access intersections along Clairmont Way and the single site access intersection along Molalla Avenue (refer to Site Plan included within the attachments). Sight distance was measured and evaluated in accordance with standards established in *A Policy on Geometric Design of Highways and Streets*². According to AASHTO, the driver's eye is assumed to be 15 feet behind the near edge of the traveled way of the major-street and at a height of 3.5 feet above the minor-street approach pavement. Measurements are taken to a position within the approaching travel lanes 3.5 feet above the pavement on the major-street.

Based on a posted speed of 25 mph along Clairmont Way, the minimum recommended intersection sight distance for maintaining relatively uninterrupted traffic flow along the roadway is 280 feet. For the existing access intersections along Clairmont Way, intersection sight distances were measured to be in excess of 300 feet to the east and west.

Based on a posted speed of 35 mph along Molalla Avenue, the minimum recommended intersection sight distance for maintaining relatively uninterrupted traffic flow along the roadway is 390 feet. For the existing access intersection along Molalla Avenue, intersection sight distances were measured to be in excess of 400 feet to the north and south.

² American Association of State Highway and Transportation Officials (AASHTO), *A Policy on Geometric Design of Highways and Streets*, 6th Edition, 2011.



Andrew Cramer
August 9, 2019
Page 6 of 6

Based on the analysis, adequate sight distances are available at all three existing site access intersections to ensure safe and efficient operation along Clairmont Way and Molalla Avenue. No sight distance mitigation is necessary or recommended.

Conclusions

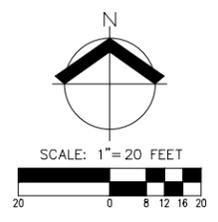
The projected impacts of the planned project to the existing transportation system within the site vicinity are expected to be minimal. The new site trips are not expected to significantly alter the operation or safety of the existing transportation facilities. Additionally, the nearby vicinity roadways and intersections are expected to operate safely.

If you have any questions or concerns regarding this analysis or need further assistance, please don't hesitate to contact us.

Sincerely,

Daniel Stumpf, PE
Transportation Engineer

**PRELIMINARY SITE LAYOUT
 CLAIRMONT MOBILE ESTATES
 OREGON CITY, OREGON**



RENEWAL DATE:	6/30/21
JOB NUMBER:	6495
DATE:	08/09/2019
DESIGNED BY:	GSH
DRAWN BY:	GSH
CHECKED BY:	JMM



TRIP GENERATION CALCULATIONS

Land Use: Mobile Home Park
Land Use Code: 240
Setting/Location: General Urban/Suburban
Variable: Occupied Dwelling Units
Variable Value: 24

AM PEAK HOUR

Trip Rate: 0.41

	Enter	Exit	Total
Directional Distribution	20%	80%	
Trip Ends	2	8	10

PM PEAK HOUR

Trip Rate: 0.59

	Enter	Exit	Total
Directional Distribution	62%	38%	
Trip Ends	9	5	14

WEEKDAY

Trip Rate: 6.49

	Enter	Exit	Total
Directional Distribution	50%	50%	
Trip Ends	78	78	156

SATURDAY

Trip Rate: 6.96

	Enter	Exit	Total
Directional Distribution	50%	50%	
Trip Ends	84	84	168

05/21/2019

TRANSPORTATION DATA SECTION - CRASH ANALYSIS AND REPORTING UNIT

CRASH SUMMARIES BY YEAR BY COLLISION TYPE

ADRIAM WAY at MOLALLA AVE, City of Oregon City, Clackamas County, 01/01/2012 to 12/31/2016

COLLISION TYPE	FATAL CRASHES	NON- FATAL CRASHES	PROPERTY DAMAGE ONLY	TOTAL CRASHES	PEOPLE KILLED	PEOPLE INJURED	TRUCKS	DRY SURF	WET SURF	DAY	DARK	INTER- SECTION	SECTION RELATED	OFF- ROAD
YEAR: 2014														
REAR-END	0	1	0	1	0	1	0	0	1	1	0	1	0	0
YEAR 2014 TOTAL	0	1	0	1	0	1	0	0	1	1	0	1	0	0
FINAL TOTAL	0	1	0	1	0	1	0	0	1	1	0	1	0	0

Disclaimer: The information contained in this report is compiled from individual driver and police crash reports submitted to the Oregon Department of Transportation as required in ORS 811.720. The Crash Analysis and Reporting Unit is committed to providing the highest quality crash data to customers. However, because submittal of crash report forms is the responsibility of the individual driver, the Crash Analysis and Reporting Unit can not guarantee that all qualifying crashes are represented nor can assurances be made that all details pertaining to a single crash are accurate. Note: Legislative changes to DMV's vehicle crash reporting requirements, effective 01/01/2004, may result in fewer property damage only crashes being eligible for inclusion in the Statewide Crash Data File.

OREGON.. DEPARTMENT OF TRANSPORTATION - TRANSPORTATION DEVELOPMENT DIVISION
TRANSPORTATION DATA SECTION - CRASH ANALYSIS AND REPORTING UNIT
URBAN NON-SYSTEM CRASH LISTING
ADRIAM WAY at MOLALLA AVE, City of Oregon City, Clackamas County, 01/01/2012 to 12/31/2016

CITY OF OREGON CITY, CLACKAMAS COUNTY

05/21/2019

TRANSPORTATION DATA SECTION - CRASH ANALYSIS AND REPORTING UNIT

CRASH SUMMARIES BY YEAR BY COLLISION TYPE

CLAIRMONT WAY at SOUTHWOOD DR, City of Oregon City, Clackamas County, 01/01/2012 to 12/31/2016

COLLISION TYPE	FATAL CRASHES	NON- FATAL CRASHES	PROPERTY DAMAGE ONLY	TOTAL CRASHES	PEOPLE KILLED	PEOPLE INJURED	TRUCKS	DRY SURF	WET SURF	DAY	DARK	INTER- SECTION	SECTION RELATED	OFF- ROAD
FINAL TOTAL														

Disclaimer: The information contained in this report is compiled from individual driver and police crash reports submitted to the Oregon Department of Transportation as required in ORS 811.720. The Crash Analysis and Reporting Unit is committed to providing the highest quality crash data to customers. However, because submittal of crash report forms is the responsibility of the individual driver, the Crash Analysis and Reporting Unit can not guarantee that all qualifying crashes are represented nor can assurances be made that all details pertaining to a single crash are accurate. Note: Legislative changes to DMV's vehicle crash reporting requirements, effective 01/01/2004, may result in fewer property damage only crashes being eligible for inclusion in the Statewide Crash Data File.



Exhibit D: Preliminary Stormwater Report

*Clairmont Mobile Home Park Addition
13531 Clairmont Way
Oregon City, Oregon*

**Preliminary Stormwater
Report**

Date: June 2020

Client: DeSola General Services

Engineering Contact: Monty Hurley, PE, PLS
Jonathon Morse, PE

Engineering Firm: AKS Engineering & Forestry, LLC

AKS Job Number: 6495



RENEWAL DATE: 6/30/21



12965 SW Herman Road, Suite 100
Tualatin, OR 97062
P: (503) 563-6151
www.aks-eng.com

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Preliminary Stormwater Report

CLAIRMONT MOBILE HOME PARK ADDITION

OREGON CITY, OREGON

1.0 Purpose of Report

This report documents the stormwater analysis for the subject site, the sources of information upon which the analysis was based, the design methodology, and the results of the analysis.

2.0 Project Location/Description

The project area encompasses approximately ±1.75 acres of unimproved land within an existing ±28.97 acre manufactured and mobile home park (subject site) located at 13531 Clairmont Way Oregon City, Oregon 97045 in Clackamas County.

The existing manufactured and mobile home park is zoned R-3.5 and is located on Tax Lot 402, of Clackamas County Assessor's Tax Map 3S 2E 5C and has frontage along Clairmont Way.

3.0 Regulatory Design Criteria

3.1 STORMWATER QUANTITY MANAGEMENT CRITERIA

The stormwater quantity management criteria required by the Oregon City Public Works Stormwater and Grading Design Standards (July 2019) states:

Flow control facilities shall be designed so that the duration of peak flow rates from post-development conditions shall be less than or equal to the duration of peak flow rates from pre-development conditions for all peak flows between 42 percent of the 2-year peak flow rate up to the 10-year peak flow rate. The BMP Sizing Tool addresses these flow control requirements to size stormwater management facilities.

The BMP Sizing Tool was used to size stormwater quantity management facilities for this project.

3.2 STORMWATER QUALITY MANAGEMENT CRITERIA

The stormwater quality management criteria required by the Oregon City Public Works Stormwater and Grading Design Standards (July 2019) states:

Water quality facilities shall be designed to capture and treat 80 percent of the average annual runoff volume to the MEP [maximum extent practicable] with the goal of 70 percent total suspended solids removal. The treatment volume equates to a water quality design storm of 1.0 inch over 24 hours. The BMP Sizing Tool addresses these water quality requirements to size stormwater management facilities.

The BMP Sizing Tool was used to size stormwater quality management facilities for this project.

3.3 FLOODPLAIN

There are no floodplains present on the subject site according to the Flood Insurance Rate Map (FIRM), produced by the Federal Emergency Management Agency (FEMA) (see appendix 7-1).

3.4 GROUNDWATER

According to the USGS Oregon Water Science Center online mapping tool, the estimated depth to groundwater at the subject site is approximately 27-feet below the existing ground surface.

3.5 NATURAL RESOURCES

Natural resources have not been documented on the subject site. As such, permits are not required from the Oregon Department of State Lands (DSL) or the U.S. Army Corps of Engineers (USACE).

4.0 Infiltration Test Result

During the project's pre-application conference with Oregon City staff, it was indicated that a full geotechnical engineering report is not necessary and onsite soils likely have limited infiltration capacity. Infiltration rates found on the NRCS website were utilized for the purposes of this report (see appendix 6-1).

5.0 Sources of Information and Design Methodology

The Santa Barbara Urban Hydrograph (SBUH) Method will be used for the stormwater conveyance system analysis of the subject site. This method uses the SCS Type 1A 24-hour storm. HydroCAD software will aid in the analysis.

The BMP Sizing Tool was used to size the stormwater management facilities.

6.0 Design Parameters

6.1 DESIGN STORM

Recurrence Interval, Years	24-hour depth, inches
2	2.8
10	3.5
25	4.0
50	4.4
100	4.5

6.1.1 STORMWATER MANAGEMENT FACILITIES DESIGN

All the flow results contained in the BMP sizing report were used for the stormwater management facilities sizing and analysis.

6.1.2 INLET AND CONDUIT SIZING

The stormwater inlets for the private onsite improvements will be placed according to the grading (at all low points and other required locations) to manage the stormwater runoff generated from areas within the project area. The distance between catch basins will generally be 400 feet or less.

The on-site stormwater conveyance pipes will be sized using the SBUH method to adequately convey stormwater runoff generated by the 10-year (3.5 inch) storm event via gravity flow.

6.2 PRE-DEVELOPED SITE TOPOGRAPHY AND LAND USE

6.2.1 SITE TOPOGRAPHY

The project area slopes to the north, with the existing slopes ranging from 2% to 8% with isolated areas of manmade 25% slopes.

6.2.2 LAND USE

The overall site is developed with existing mobile and manufactured home units, private streets, and private utilities. The portion of the subject site to be developed is currently vacant land consisting of a grass field, recreational vehicle storage, and paved parking.

6.2.3 PRE-DEVELOPED INPUT PARAMETERS

The input parameters for each sub-catchment (basin) are shown in the appendices.

6.3 SOIL TYPE

Onsite soils consist primarily of Jory silty clay loam, with a small portion of Bernstadt silt loam to the immediate northeast and southwest of the project area. Per the U.S. Department of Agriculture (USDA) Soil Survey for Clackamas County, the associated hydrologic soil group for these soils is "C" (see appendix 6-1).

6.4 POST-DEVELOPED SITE TOPOGRAPHY AND LAND USE

6.4.1 SITE TOPOGRAPHY

The post-developed site topography will be altered to construct stormwater facilities, a private street with fire department turnaround, shared driveways, and level site pads for the future placement of manufactured homes. There are no substantial terrain alterations planned.

6.4.2 LAND USE

The post-developed land use will consist of level pads for the future placement of 17 new manufactured home units, a private street, and private stormwater rain gardens for the planned new impervious areas.

6.4.3 FUTURE DEVELOPMENT

The project area does not have additional future development potential after the completion of the onsite improvements. Stormwater facilities have been sized to manage only new impervious areas generated as part of this project.

6.4.4 POST DEVELOPMENT INPUT PARAMETERS

Input parameters for each sub-catchment (basin) and rain garden can be found within the appendices. Table 6-1 provides a summary of the planned impervious and pervious areas.

Basin	Impervious Roof Area (sq-ft)	Impervious Hardscape¹ Area (sq-ft)	Pervious Open Space Area (sq-ft)
Basin 1	11,952	252	6,048
Basin 2	4,968	10,554	0
Basin 3	6,032	3,868	9,852
Basin 4	2,976	7,500	0
Basin 5	3,480	0	5,916
Total	29,408	22,174	21,816

1. Impervious hardscape areas include; planned streets, sidewalks, pathways, compacted gravel areas, and private driveways.

The planned impervious areas for the future manufactured homes was determined by coordinating with the property owners project manager and manufactured home's homebuilder while the impervious area associated with the private streets, driveways, and sidewalks was determined based on the subject sites layout. See Appendix 3-1, Post-Developed Catchment Map for additional information.

6.5 POINTS OF DISCHARGE

Stormwater discharged from the on-site stormwater facilities will flow north and tie into the existing private stormwater conveyance system currently utilized by the subject site. Ultimately, the private stormwater conveyance system discharges to an existing 18-inch public main located within a 15-foot wide easement near the northeast corner of the Clairmont Mobile Home Park.

7.0 Calculation Methodology

7.1 STORMWATER CONDUIT SIZING AND INLET SPACING

The proposed stormwater pipes will be sized during final engineering using the SBUH method to adequately convey the 10-year storm event via gravity flow.

7.2 STORMWATER QUANTITY CONTROL (DETENTION) FACILITY DESIGN

Each private rain garden was sized using the BMP sizing tool to provide water quality treatment and flow control for the stormwater runoff generated by their respective basins.

Each private rain garden was designed to address the stormwater quantity (detention) requirements in accordance with the Oregon City Public Works Stormwater and Grading Design Standards (July 2019).

7.3 STORMWATER QUALITY CONTROL FACILITY DESIGN

Each private filtration rain garden was sized using the BMP sizing tool to provide water quality treatment for the stormwater runoff generated by the new impervious areas created as part of the onsite improvements. Rain gardens 1 through 3 will have the depth of the growing media increased to 30-inches to allow for a 20 percent reduction in the facility's overall footprint.

Each private filtration rain garden was designed to address the stormwater quality requirements in accordance with the Oregon City Public Works Stormwater and Grading Design Standards (July 2019).

7.4 ENERGY DISSIPATER CALCULATIONS

Riprap will be placed at the rain gardens inlets to act as an energy dissipater. The riprap will be designed in accordance with information listed in Table 5-7 of the Oregon City Public Works Stormwater and Grading Design Standards (July 2019).

7.5 DOWNSTREAM ANALYSIS

The subject site is designated in the City's Drainage Master Plan as being in the Newell Basin.

Stormwater flows from the on-site stormwater facilities discharge into an existing private stormwater system located onsite. The existing private stormwater conveyance system ultimately discharges into an existing 18-inch public storm main located within a 15-foot wide easement near the northeast boundary of the Clairmont Mobile Home Park site.

Each of the new rain gardens have been designed to meet the City's flow control requirements and no downstream deficiencies are anticipated. A downstream analysis will be prepared as part of the final engineering stormwater report.

7.6 CULVERT ANALYSIS

Culverts are not proposed with this project.

8.0 BMP Sizing Tool Summary

The stormwater from the site will be routed through onsite private filtration rain gardens that have been sized for water quality treatment and flow control. Each filtration rain garden is to be constructed per figures C-4 and figure of the Oregon City Stormwater and Grading Design Standards (July 2019).

The flow control outlet structure for each of the rain gardens will have the following orifice sizes per the BMP sizing tool model:

Rain Garden	Orifice Diameter (inches)	Facility Size (square feet)
Rain Garden 1 ¹	0.8	1,407
Rain Garden 2 ¹	0.7	1,417
Rain Garden 3 ¹	0.8	1,312
Rain Garden 4	0.6	1,165
Rain Garden 5	0.6	720

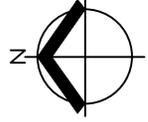
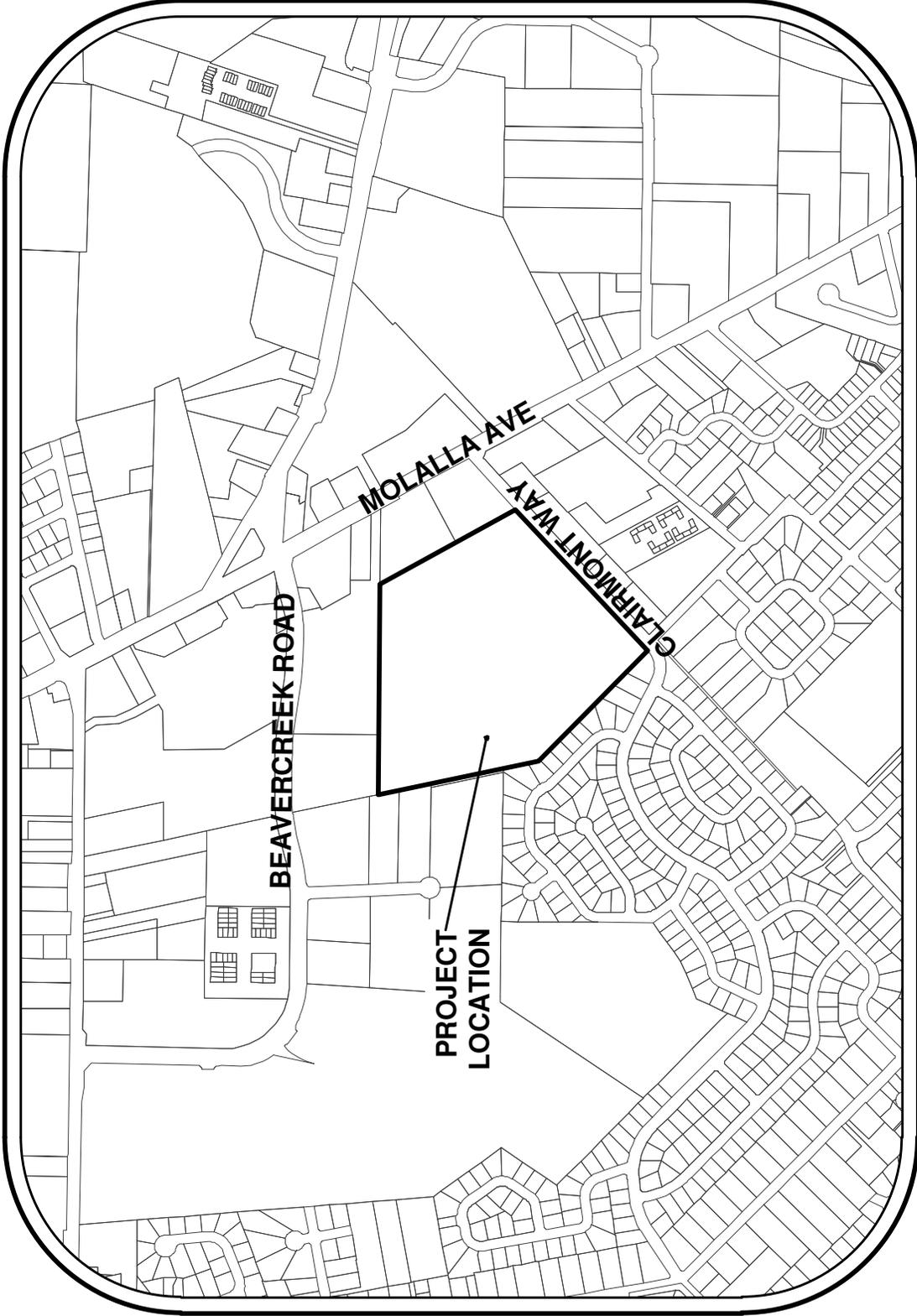
1. Indicates facility size has been reduced by 20% and the depth of growing media will be increased to 30 inches.

The project will adhere to the grading and compaction guidelines of the Oregon City Public Works Stormwater and Grading Design Standards (July 2019) to the maximum extent possible.

9.0 Rain Garden Safeguards

If the outlet structure becomes plugged, or for some other reason cannot convey the stormwater, the stormwater will overflow through an emergency overflow outlet located within each rain garden. If the emergency overflow outlet becomes plugged, stormwater runoff will be directed towards the private street and enter the existing private stormwater conveyance system via an existing area drain located at the north end of the private street within Adrian Way.

APPENDIX 1-1
VICINITY MAP



VICINITY MAP

NOT TO SCALE

APPENDIX 2-1
PRE-DEVELOPED CATCHMENT MAP



AKS ENGINEERING & FORESTRY, LLC
 12965 SW HERMAN RD., STE. 100
 TUALATIN, OR 97062
 503.563.6151
 WWW.AKS-ENG.COM

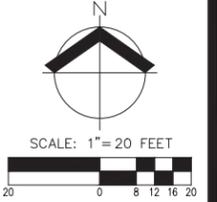
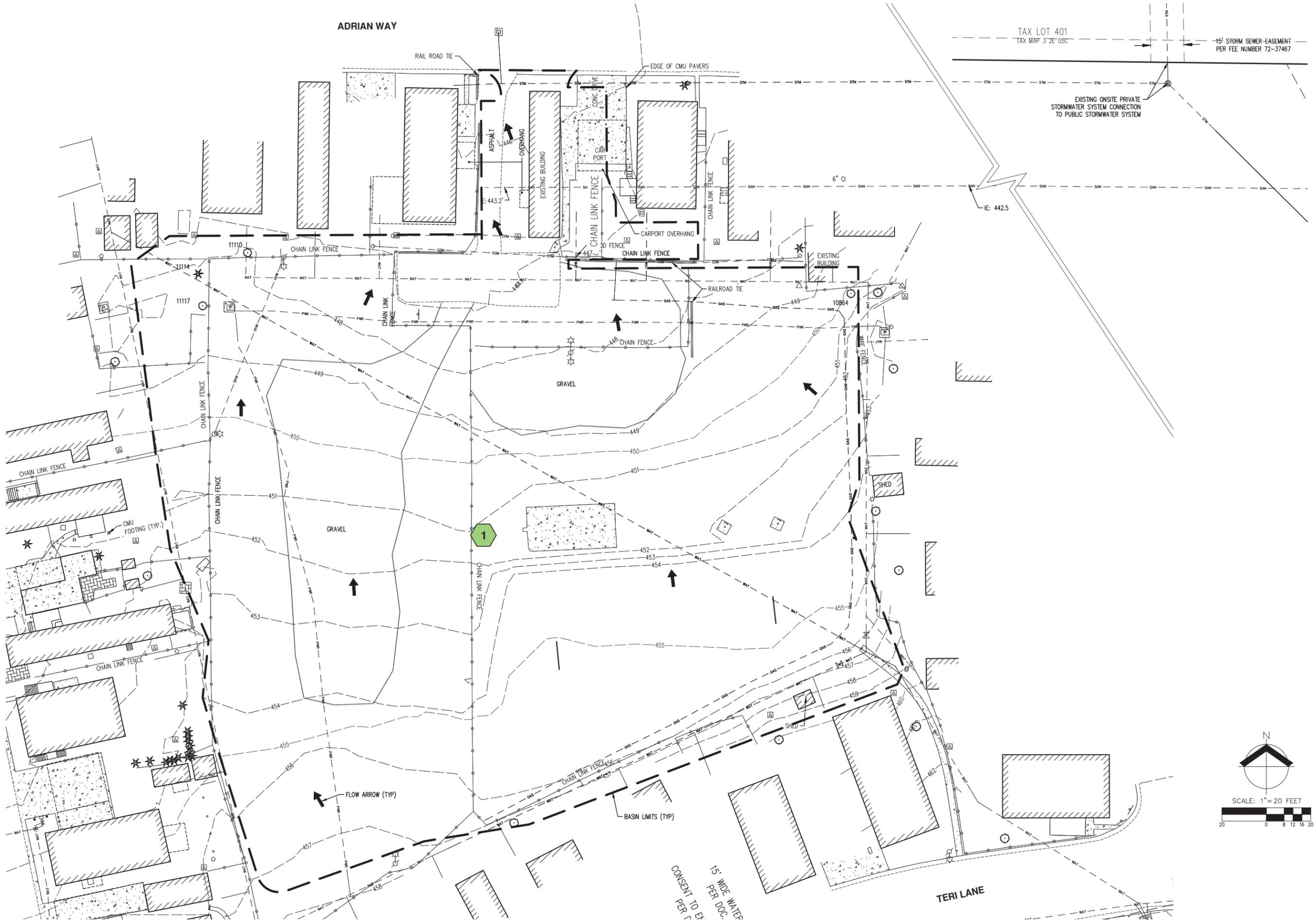
ENGINEERING • SURVEYING • NATURAL RESOURCES
 FORESTRY • PLANNING • LANDSCAPE ARCHITECTURE

**PRE-DEVELOPED CATCHMENT MAP
 CLAIRMONT MOBILE HOME PARK ADDITION
 13531 CLAIRMONT WAY
 OREGON CITY, OREGON**



RENEWAL DATE: 6/30/21
 JOB NUMBER: 6495
 DATE: 06/03/2020
 DESIGNED BY: GSH
 DRAWN BY: GSH
 CHECKED BY: JMM

PRE



AKS DRAWING FILE: 6495 BASINS PRELIM | LAYOUT: PRE

APPENDIX 3-1

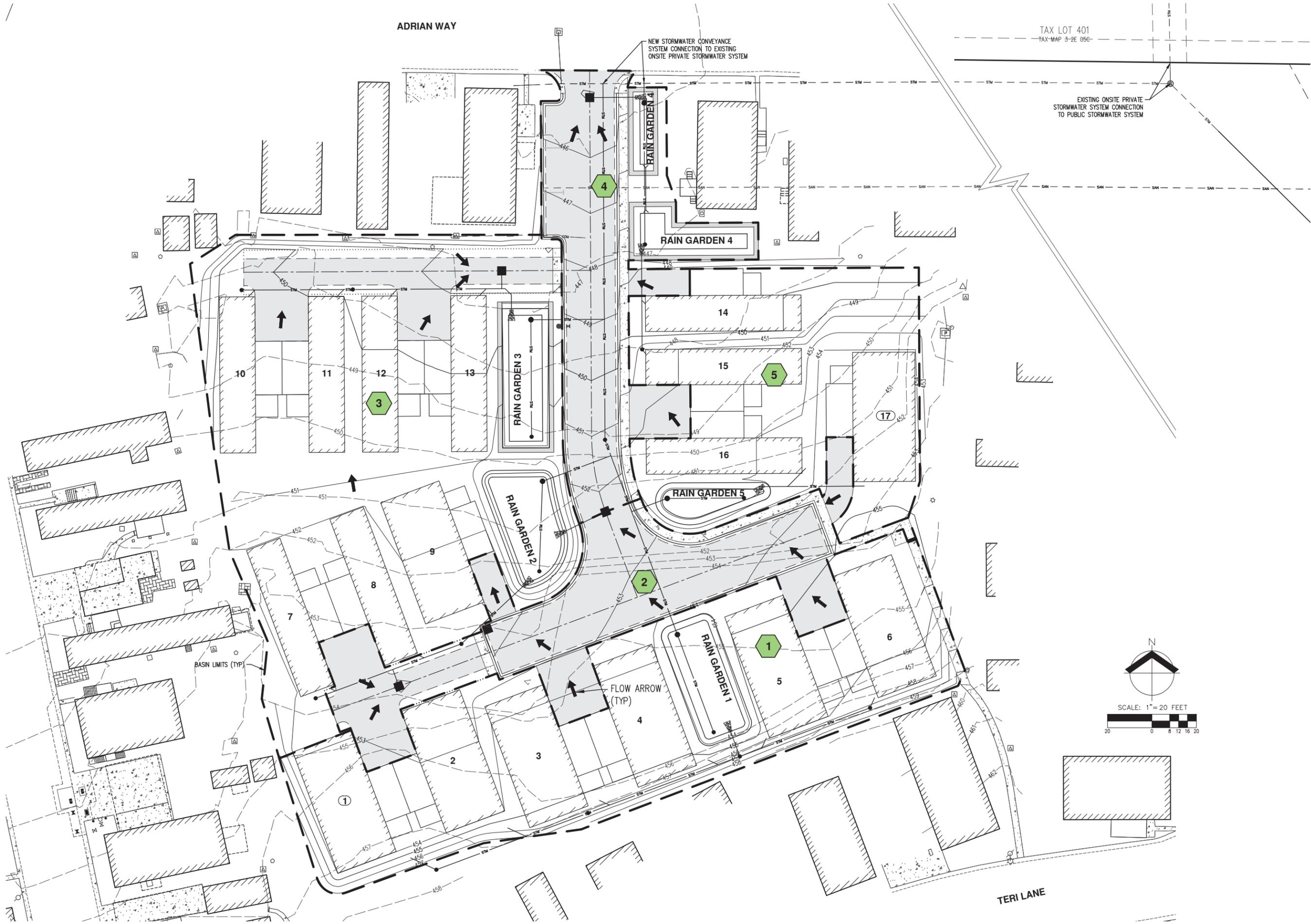
POST-DEVELOPED CATCHMENT MAP

POST-DEVELOPED CATCHMENT MAP
CLAIRMONT MOBILE HOME PARK ADDITION
13531 CLAIRMONT WAY
OREGON CITY, OREGON



JOB NUMBER: 6495
 DATE: 06/03/2020
 DESIGNED BY: GSH
 DRAWN BY: GSH
 CHECKED BY: JMM

POST



APPENDIX 4-1

BMP SIZING TOOL REPORT

WES BMP Sizing Report

Project Information

Project Name	Clairmont Mobile Estates
Project Type	ManufacturedHome
Location	
Stormwater Management Area	6800
Project Applicant	
Jurisdiction	OutofDistrict

Drainage Management Area

Name	Area (sq-ft)	Pre-Project Cover	Post-Project Cover	DMA Soil Type	BMP
Pads 1/2 Roof	3,984	Forested	Roofs	C	Rain Garden 1
Pads 3/4 Roof	3,984	Forested	Roofs	C	Rain Garden 1
Pads 5/6 Roof	3,984	Forested	Roofs	C	Rain Garden 1
Open Space	6,048	Forested	LandscapeCsoil	C	Rain Garden 1
Basin 1 Sidewalk	252	Forested	ConventionalConcrete	C	Rain Garden 1
Basin 2 Asphalt/Concrete/Gravel	10,554	Forested	ConventionalConcrete	C	Rain Garden 2
Pads 7/8/9 Roof	4,968	Forested	Roofs	C	Rain Garden 2
Basin 5 Open Space	5,916	Forested	LandscapeCsoil	C	Rain Garden 5
Pads 16/17 Roof	3,480	Forested	Roofs	C	Rain Garden 5
Pad 14/15 Roof	2,976	Forested	Roofs	C	Rain Garden 4
Basin 4 Asphalt/Concrete	7,500	Forested	ConventionalConcrete	C	Rain Garden 4
Basin 3 Open Space	9,852	Forested	LandscapeCsoil	C	Rain Garden 3
Pads 10/11/12/13 Roof	6,032	Forested	Roofs	C	Rain Garden 3
Basin 3 Asphalt/Concrete/Gravel	3,868	Forested	ConventionalConcrete	C	Rain Garden 3

LID Facility Sizing Details

LID ID	Design Criteria	BMP Type	Facility Soil Type	Minimum Area (sq-ft)	Planned Areas (sq-ft)	Orifice Diameter (in)
* Rain Garden 1	FlowControlAndTreatment	Rain Garden - Filtration	C3	1,675.1	1,407.0	0.8
* Rain Garden 2	FlowControlAndTreatment	Rain Garden - Filtration	C3	1,707.4	1,417.0	0.7
* Rain Garden 3	FlowControlAndTreatment	Rain Garden - Filtration	C3	1,630.9	1,312.0	0.8
Rain Garden 4	FlowControlAndTreatment	Rain Garden - Filtration	C3	1,152.4	1,165.0	0.6
Rain Garden 5	FlowControlAndTreatment	Rain Garden - Filtration	C3	708.2	720.0	0.6

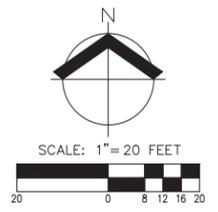
Pond Sizing Details

1. FCWQT = Flow control and water quality treatment, WQT = Water quality treatment only
2. Depth is measured from the bottom of the facility and includes the three feet of media (drain rock, separation layer and growing media).
3. Maximum volume of the facility. Includes the volume occupied by the media at the bottom of the facility.
4. Maximum water storage volume of the facility. Includes water storage in the three feet of soil media assuming a 40 percent porosity.

* Indicates stormwater facility surface area size reduced by 20% and depth of growing media will be increased to 30 inches.

APPENDIX 5-1

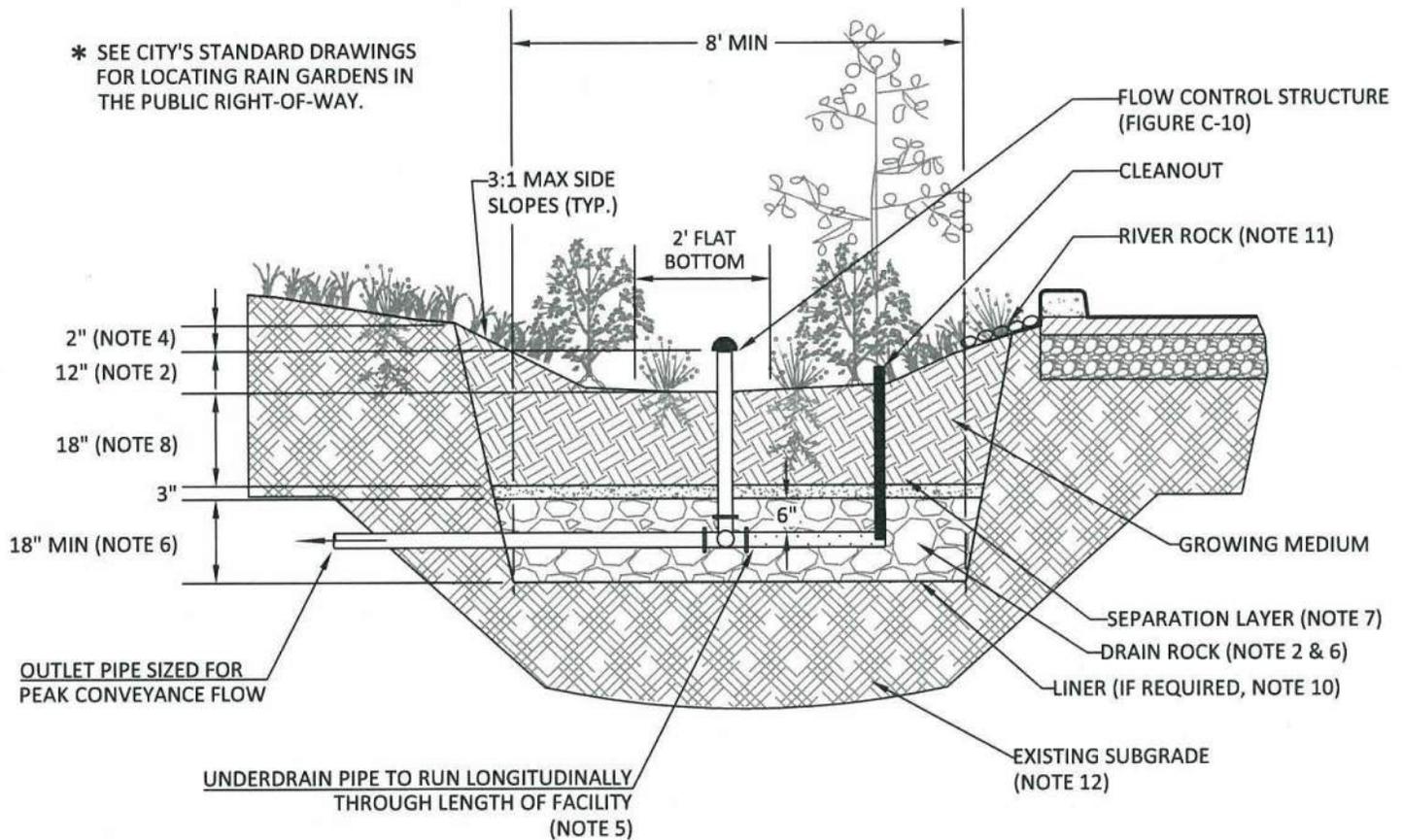
**STORMWATER FACILITIES LOCATION
MAP AND TYPICAL RAIN GARDEN DETAIL**



STORMWATER FACILITIES LOCATION PLAN
CLAIRMONT MOBILE HOME PARK ADDITION
13531 CLAIRMONT WAY
OREGON CITY, OREGON

REGISTERED PROFESSIONAL
 LANDSCAPE ARCHITECT
 MONTGOMERY B. ASBEN
 RENEWAL DATE: 6/30/21

JOB NUMBER: 6495
 DATE: 06/03/2020
 DESIGNED BY: GSH
 DRAWN BY: GSH
 CHECKED BY: JMM



GENERAL NOTES:

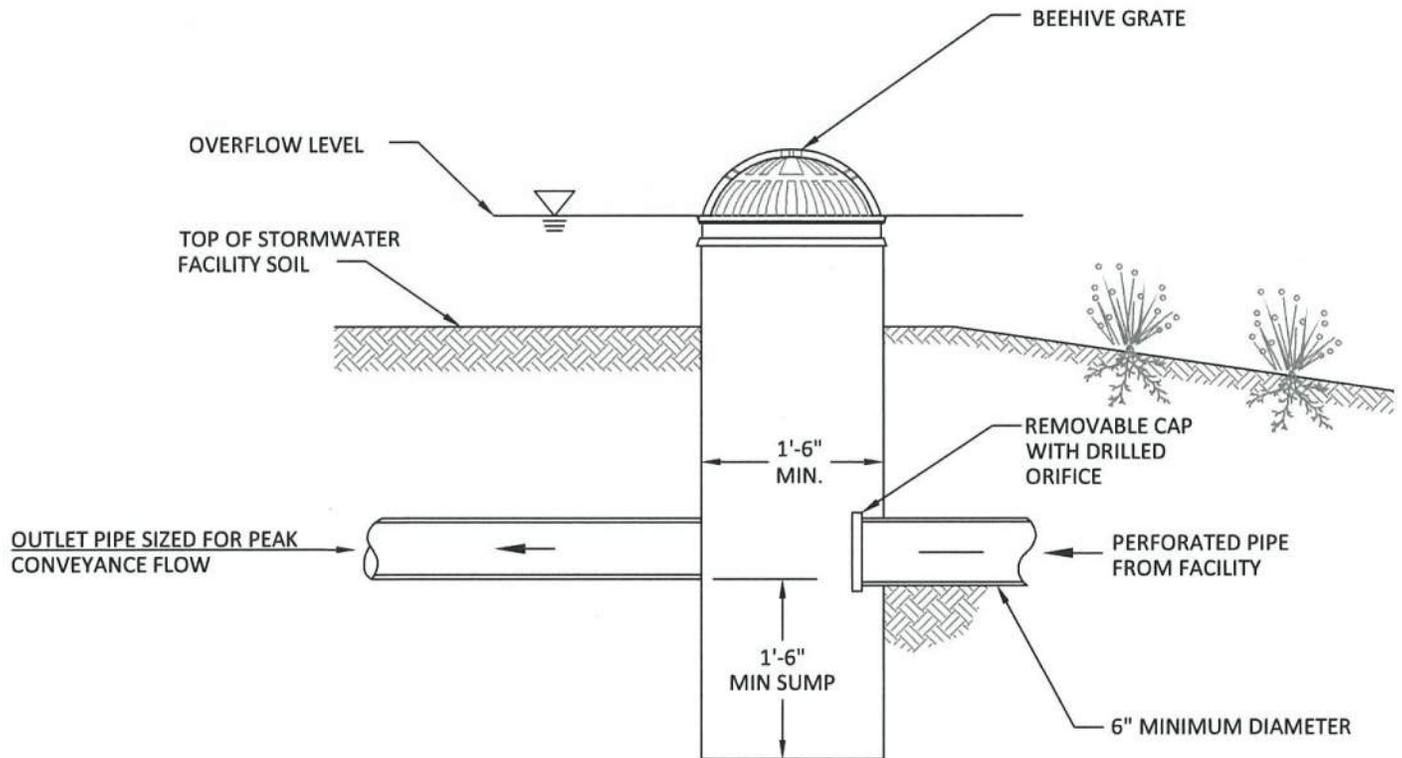
1. **PROVIDE PROTECTION** FROM ALL VEHICLE TRAFFIC, EQUIPMENT STAGING, AND FOOT TRAFFIC IN PROPOSED INFILTRATION AREAS PRIOR TO, DURING AND AFTER CONSTRUCTION. UNLESS REQUIRED BY SITE CONDITIONS, UNLINED RAIN GARDENS ARE PREFERRED TO MAXIMIZE ONSITE INFILTRATION.
2. **DIMENSIONS:**
 - DEPTH OF BASIN (FROM TOP OF GROWING MEDIUM TO OVERFLOW ELEVATION): 12"
 - FLAT BOTTOM WIDTH: 2' MINIMUM
 - SIDE SLOPES OF BASIN: 3:1 MAXIMUM
 - SLOPE OF RAIN GARDEN: 0.5% OR LESS
 - FACILITY AREA SHALL BE MEASURED AT THE DEEPEST SECTION (DRAIN ROCK) OF FACILITY
3. **SETBACKS:**
 - FILTRATION RAIN GARDEN MUST BE 10' FROM FOUNDATIONS AND 5' FROM PROPERTY LINES UNLESS APPROVED BY BUILDING OFFICIAL.
4. **OVERFLOW:**
 - INLET ELEVATION MUST ALLOW FOR 2" OF FREEBOARD, MINIMUM. PROTECT FROM DEBRIS AND SEDIMENT WITH STRAINER OR GRATE.
 - IDENTIFY EMERGENCY OVERFLOW ROUTE ON THE STORMWATER MANAGEMENT PLAN.
5. **PIPING:**
 - PERFORATED UNDERDRAIN PIPING: SHALL BE ABS SCH. 40, DUCTILE IRON, OR PVC SCH.40. MINIMUM DIAMETER IS 6". PIPING MUST HAVE 1% GRADE AND FOLLOW THE UNIFORM PLUMBING CODE. PVC NOT ALLOWED ABOVE GROUND.
 - OVERFLOW PIPING: SHALL BE ABS SCH. 40, DUCTILE IRON, OR PVC SCH. 40 AND SHALL NOT BE PERFORATED. MINIMUM DIAMETER IS 6". PIPING MUST HAVE 1% GRADE AND FOLLOW THE UNIFORM PLUMBING CODE. PVC NOT ALLOWED ABOVE GROUND.
6. **DRAIN ROCK:**
 - SIZE: 1 1/2" to 3/4"-0 WASHED
 - DEPTH: 18" MINIMUM
7. **SEPARATION BETWEEN DRAIN ROCK AND GROWING MEDIUM:** SHALL BE A 3" LAYER OF 3/4" - 1/4" OPEN GRADED AGGREGATE OR FILTER FABRIC WITH 3" OF ADDITIONAL DRAIN ROCK MAY BE UTILIZED IN LIEU OF OPEN GRATED AGGREGATE IF APPROVED BY CITY ENGINEER.
8. **GROWING MEDIUM:**
 - DEPTH: 18" MINIMUM
 - SEE APPENDIX A FOR SPECIFICATION OR USE SAND/LOAM/COMPOST 3-WAY MIX.
 - FACILITY SURFACE AREA MAY BE REDUCED BY 20% WHEN GROWING MEDIA DEPTH IS INCREASED TO 30" OR MORE.
9. **VEGETATION:** FOLLOW LANDSCAPE PLANS OR REFER TO PLANTING REQUIREMENTS IN APPENDIX A.
10. **WATERPROOF LINER (IF REQUIRED):** SHALL BE 30 MIL PVC OR EQUIVALENT.
11. **INSTALL RIVER ROCK OR SPLASH PAD** TO TRANSITION FROM INLETS TO GROWING MEDIUM. SIZE OF ROCK SHALL BE 1" - 3".
12. **SEASONAL HIGH GROUNDWATER SEPARATION:**
 - SEPARATION DISTANCE AS REQUIRED BY CITY.

Rain Garden - Filtration
Figure C-4



OREGON CITY
STORMWATER AND
GRADING
DESIGN STANDARDS

PLANTER, RAIN GARDEN, SWALE FLOW CONTROL STRUCTURE



Planter, Rain Garden, Swale Flow Control Structure
Figure C-10



APPENDIX 6-1

**SOIL INFORMATION FROM THE USDA SOIL
SURVEY OF CLACKAMAS COUNTY, OREGON**



United States
Department of
Agriculture

NRCS

Natural
Resources
Conservation
Service

A product of the National
Cooperative Soil Survey,
a joint effort of the United
States Department of
Agriculture and other
Federal agencies, State
agencies including the
Agricultural Experiment
Stations, and local
participants

Custom Soil Resource Report for Clackamas County Area, Oregon



Preface

Soil surveys contain information that affects land use planning in survey areas. They highlight soil limitations that affect various land uses and provide information about the properties of the soils in the survey areas. Soil surveys are designed for many different users, including farmers, ranchers, foresters, agronomists, urban planners, community officials, engineers, developers, builders, and home buyers. Also, conservationists, teachers, students, and specialists in recreation, waste disposal, and pollution control can use the surveys to help them understand, protect, or enhance the environment.

Various land use regulations of Federal, State, and local governments may impose special restrictions on land use or land treatment. Soil surveys identify soil properties that are used in making various land use or land treatment decisions. The information is intended to help the land users identify and reduce the effects of soil limitations on various land uses. The landowner or user is responsible for identifying and complying with existing laws and regulations.

Although soil survey information can be used for general farm, local, and wider area planning, onsite investigation is needed to supplement this information in some cases. Examples include soil quality assessments (<http://www.nrcs.usda.gov/wps/portal/nrcs/main/soils/health/>) and certain conservation and engineering applications. For more detailed information, contact your local USDA Service Center (<https://offices.sc.egov.usda.gov/locator/app?agency=nrcs>) or your NRCS State Soil Scientist (http://www.nrcs.usda.gov/wps/portal/nrcs/detail/soils/contactus/?cid=nrcs142p2_053951).

Great differences in soil properties can occur within short distances. Some soils are seasonally wet or subject to flooding. Some are too unstable to be used as a foundation for buildings or roads. Clayey or wet soils are poorly suited to use as septic tank absorption fields. A high water table makes a soil poorly suited to basements or underground installations.

The National Cooperative Soil Survey is a joint effort of the United States Department of Agriculture and other Federal agencies, State agencies including the Agricultural Experiment Stations, and local agencies. The Natural Resources Conservation Service (NRCS) has leadership for the Federal part of the National Cooperative Soil Survey.

Information about soils is updated periodically. Updated information is available through the NRCS Web Soil Survey, the site for official soil survey information.

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How Soil Surveys Are Made

Soil surveys are made to provide information about the soils and miscellaneous areas in a specific area. They include a description of the soils and miscellaneous areas and their location on the landscape and tables that show soil properties and limitations affecting various uses. Soil scientists observed the steepness, length, and shape of the slopes; the general pattern of drainage; the kinds of crops and native plants; and the kinds of bedrock. They observed and described many soil profiles. A soil profile is the sequence of natural layers, or horizons, in a soil. The profile extends from the surface down into the unconsolidated material in which the soil formed or from the surface down to bedrock. The unconsolidated material is devoid of roots and other living organisms and has not been changed by other biological activity.

Currently, soils are mapped according to the boundaries of major land resource areas (MLRAs). MLRAs are geographically associated land resource units that share common characteristics related to physiography, geology, climate, water resources, soils, biological resources, and land uses (USDA, 2006). Soil survey areas typically consist of parts of one or more MLRA.

The soils and miscellaneous areas in a survey area occur in an orderly pattern that is related to the geology, landforms, relief, climate, and natural vegetation of the area. Each kind of soil and miscellaneous area is associated with a particular kind of landform or with a segment of the landform. By observing the soils and miscellaneous areas in the survey area and relating their position to specific segments of the landform, a soil scientist develops a concept, or model, of how they were formed. Thus, during mapping, this model enables the soil scientist to predict with a considerable degree of accuracy the kind of soil or miscellaneous area at a specific location on the landscape.

Commonly, individual soils on the landscape merge into one another as their characteristics gradually change. To construct an accurate soil map, however, soil scientists must determine the boundaries between the soils. They can observe only a limited number of soil profiles. Nevertheless, these observations, supplemented by an understanding of the soil-vegetation-landscape relationship, are sufficient to verify predictions of the kinds of soil in an area and to determine the boundaries.

Soil scientists recorded the characteristics of the soil profiles that they studied. They noted soil color, texture, size and shape of soil aggregates, kind and amount of rock fragments, distribution of plant roots, reaction, and other features that enable them to identify soils. After describing the soils in the survey area and determining their properties, the soil scientists assigned the soils to taxonomic classes (units). Taxonomic classes are concepts. Each taxonomic class has a set of soil characteristics with precisely defined limits. The classes are used as a basis for comparison to classify soils systematically. Soil taxonomy, the system of taxonomic classification used in the United States, is based mainly on the kind and character of soil properties and the arrangement of horizons within the profile. After the soil

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scientists classified and named the soils in the survey area, they compared the individual soils with similar soils in the same taxonomic class in other areas so that they could confirm data and assemble additional data based on experience and research.

The objective of soil mapping is not to delineate pure map unit components; the objective is to separate the landscape into landforms or landform segments that have similar use and management requirements. Each map unit is defined by a unique combination of soil components and/or miscellaneous areas in predictable proportions. Some components may be highly contrasting to the other components of the map unit. The presence of minor components in a map unit in no way diminishes the usefulness or accuracy of the data. The delineation of such landforms and landform segments on the map provides sufficient information for the development of resource plans. If intensive use of small areas is planned, onsite investigation is needed to define and locate the soils and miscellaneous areas.

Soil scientists make many field observations in the process of producing a soil map. The frequency of observation is dependent upon several factors, including scale of mapping, intensity of mapping, design of map units, complexity of the landscape, and experience of the soil scientist. Observations are made to test and refine the soil-landscape model and predictions and to verify the classification of the soils at specific locations. Once the soil-landscape model is refined, a significantly smaller number of measurements of individual soil properties are made and recorded. These measurements may include field measurements, such as those for color, depth to bedrock, and texture, and laboratory measurements, such as those for content of sand, silt, clay, salt, and other components. Properties of each soil typically vary from one point to another across the landscape.

Observations for map unit components are aggregated to develop ranges of characteristics for the components. The aggregated values are presented. Direct measurements do not exist for every property presented for every map unit component. Values for some properties are estimated from combinations of other properties.

While a soil survey is in progress, samples of some of the soils in the area generally are collected for laboratory analyses and for engineering tests. Soil scientists interpret the data from these analyses and tests as well as the field-observed characteristics and the soil properties to determine the expected behavior of the soils under different uses. Interpretations for all of the soils are field tested through observation of the soils in different uses and under different levels of management. Some interpretations are modified to fit local conditions, and some new interpretations are developed to meet local needs. Data are assembled from other sources, such as research information, production records, and field experience of specialists. For example, data on crop yields under defined levels of management are assembled from farm records and from field or plot experiments on the same kinds of soil.

Predictions about soil behavior are based not only on soil properties but also on such variables as climate and biological activity. Soil conditions are predictable over long periods of time, but they are not predictable from year to year. For example, soil scientists can predict with a fairly high degree of accuracy that a given soil will have a high water table within certain depths in most years, but they cannot predict that a high water table will always be at a specific level in the soil on a specific date.

After soil scientists located and identified the significant natural bodies of soil in the survey area, they drew the boundaries of these bodies on aerial photographs and

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identified each as a specific map unit. Aerial photographs show trees, buildings, fields, roads, and rivers, all of which help in locating boundaries accurately.

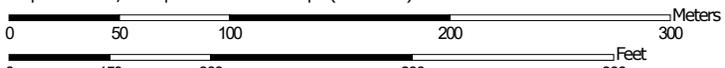
Soil Map

The soil map section includes the soil map for the defined area of interest, a list of soil map units on the map and extent of each map unit, and cartographic symbols displayed on the map. Also presented are various metadata about data used to produce the map, and a description of each soil map unit.

Custom Soil Resource Report Soil Map



Map Scale: 1:3,410 if printed on A landscape (11" x 8.5") sheet.



Map projection: Web Mercator Corner coordinates: WGS84 Edge tics: UTM Zone 10N WGS84



MAP LEGEND

Area of Interest (AOI)			Spoil Area
	Area of Interest (AOI)		Stony Spot
Soils			Very Stony Spot
	Soil Map Unit Polygons		Wet Spot
	Soil Map Unit Lines		Other
	Soil Map Unit Points		Special Line Features
Special Point Features		Water Features	
	Blowout		Streams and Canals
	Borrow Pit	Transportation	
	Clay Spot		Rails
	Closed Depression		Interstate Highways
	Gravel Pit		US Routes
	Gravelly Spot		Major Roads
	Landfill		Local Roads
	Lava Flow	Background	
	Marsh or swamp		Aerial Photography
	Mine or Quarry		
	Miscellaneous Water		
	Perennial Water		
	Rock Outcrop		
	Saline Spot		
	Sandy Spot		
	Severely Eroded Spot		
	Sinkhole		
	Slide or Slip		
	Sodic Spot		

MAP INFORMATION

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

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

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

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

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

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

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

Soil Survey Area: Clackamas County Area, Oregon
 Survey Area Data: Version 14, Sep 18, 2018

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

Date(s) aerial images were photographed: Jul 26, 2014—Sep 5, 2014

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

Map Unit Legend

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
8B	Bornstedt silt loam, 0 to 8 percent slopes	8.5	31.0%
45B	Jory silty clay loam, 2 to 8 percent slopes	18.9	69.0%
Totals for Area of Interest		27.5	100.0%

Map Unit Descriptions

The map units delineated on the detailed soil maps in a soil survey represent the soils or miscellaneous areas in the survey area. The map unit descriptions, along with the maps, can be used to determine the composition and properties of a unit.

A map unit delineation on a soil map represents an area dominated by one or more major kinds of soil or miscellaneous areas. A map unit is identified and named according to the taxonomic classification of the dominant soils. Within a taxonomic class there are precisely defined limits for the properties of the soils. On the landscape, however, the soils are natural phenomena, and they have the characteristic variability of all natural phenomena. Thus, the range of some observed properties may extend beyond the limits defined for a taxonomic class. Areas of soils of a single taxonomic class rarely, if ever, can be mapped without including areas of other taxonomic classes. Consequently, every map unit is made up of the soils or miscellaneous areas for which it is named and some minor components that belong to taxonomic classes other than those of the major soils.

Most minor soils have properties similar to those of the dominant soil or soils in the map unit, and thus they do not affect use and management. These are called noncontrasting, or similar, components. They may or may not be mentioned in a particular map unit description. Other minor components, however, have properties and behavioral characteristics divergent enough to affect use or to require different management. These are called contrasting, or dissimilar, components. They generally are in small areas and could not be mapped separately because of the scale used. Some small areas of strongly contrasting soils or miscellaneous areas are identified by a special symbol on the maps. If included in the database for a given area, the contrasting minor components are identified in the map unit descriptions along with some characteristics of each. A few areas of minor components may not have been observed, and consequently they are not mentioned in the descriptions, especially where the pattern was so complex that it was impractical to make enough observations to identify all the soils and miscellaneous areas on the landscape.

The presence of minor components in a map unit in no way diminishes the usefulness or accuracy of the data. The objective of mapping is not to delineate pure taxonomic classes but rather to separate the landscape into landforms or landform segments that have similar use and management requirements. The delineation of such segments on the map provides sufficient information for the development of resource plans. If intensive use of small areas is planned, however,

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onsite investigation is needed to define and locate the soils and miscellaneous areas.

An identifying symbol precedes the map unit name in the map unit descriptions. Each description includes general facts about the unit and gives important soil properties and qualities.

Soils that have profiles that are almost alike make up a *soil series*. Except for differences in texture of the surface layer, all the soils of a series have major horizons that are similar in composition, thickness, and arrangement.

Soils of one series can differ in texture of the surface layer, slope, stoniness, salinity, degree of erosion, and other characteristics that affect their use. On the basis of such differences, a soil series is divided into *soil phases*. Most of the areas shown on the detailed soil maps are phases of soil series. The name of a soil phase commonly indicates a feature that affects use or management. For example, Alpha silt loam, 0 to 2 percent slopes, is a phase of the Alpha series.

Some map units are made up of two or more major soils or miscellaneous areas. These map units are complexes, associations, or undifferentiated groups.

A *complex* consists of two or more soils or miscellaneous areas in such an intricate pattern or in such small areas that they cannot be shown separately on the maps. The pattern and proportion of the soils or miscellaneous areas are somewhat similar in all areas. Alpha-Beta complex, 0 to 6 percent slopes, is an example.

An *association* is made up of two or more geographically associated soils or miscellaneous areas that are shown as one unit on the maps. Because of present or anticipated uses of the map units in the survey area, it was not considered practical or necessary to map the soils or miscellaneous areas separately. The pattern and relative proportion of the soils or miscellaneous areas are somewhat similar. Alpha-Beta association, 0 to 2 percent slopes, is an example.

An *undifferentiated group* is made up of two or more soils or miscellaneous areas that could be mapped individually but are mapped as one unit because similar interpretations can be made for use and management. The pattern and proportion of the soils or miscellaneous areas in a mapped area are not uniform. An area can be made up of only one of the major soils or miscellaneous areas, or it can be made up of all of them. Alpha and Beta soils, 0 to 2 percent slopes, is an example.

Some surveys include *miscellaneous areas*. Such areas have little or no soil material and support little or no vegetation. Rock outcrop is an example.

Clackamas County Area, Oregon

8B—Bornstedt silt loam, 0 to 8 percent slopes

Map Unit Setting

National map unit symbol: 227t
Elevation: 300 to 650 feet
Mean annual precipitation: 48 to 65 inches
Mean annual air temperature: 50 to 52 degrees F
Frost-free period: 140 to 200 days
Farmland classification: All areas are prime farmland

Map Unit Composition

Bornstedt and similar soils: 85 percent
Minor components: 6 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Bornstedt

Setting

Landform: Hillslopes, terraces
Landform position (two-dimensional): Summit, footslope
Landform position (three-dimensional): Interfluve, tread
Down-slope shape: Linear
Across-slope shape: Linear
Parent material: Mixed old alluvium

Typical profile

H1 - 0 to 8 inches: silt loam
H2 - 8 to 33 inches: silty clay loam
H3 - 33 to 71 inches: silty clay

Properties and qualities

Slope: 0 to 8 percent
Depth to restrictive feature: More than 80 inches
Natural drainage class: Moderately well drained
Capacity of the most limiting layer to transmit water (Ksat): Moderately low to moderately high (0.06 to 0.20 in/hr)
Depth to water table: About 24 to 36 inches
Frequency of flooding: None
Frequency of ponding: None
Available water storage in profile: Moderate (about 8.8 inches)

Interpretive groups

Land capability classification (irrigated): None specified
Land capability classification (nonirrigated): 2e
Hydrologic Soil Group: C
Forage suitability group: Moderately Well Drained < 15% Slopes (G002XY004OR)
Hydric soil rating: No

Minor Components

Borges

Percent of map unit: 5 percent
Landform: Depressions on terraces, hillslopes
Landform position (two-dimensional): Footslope

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Landform position (three-dimensional): Base slope, tread
Down-slope shape: Linear
Across-slope shape: Linear
Hydric soil rating: Yes

Aquults

Percent of map unit: 1 percent
Landform: Depressions
Hydric soil rating: Yes

45B—Jory silty clay loam, 2 to 8 percent slopes

Map Unit Setting

National map unit symbol: 224x
Elevation: 250 to 1,200 feet
Mean annual precipitation: 50 to 60 inches
Mean annual air temperature: 50 to 54 degrees F
Frost-free period: 165 to 210 days
Farmland classification: All areas are prime farmland

Map Unit Composition

Jory and similar soils: 90 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Jory

Setting

Landform: Hillslopes
Landform position (two-dimensional): Summit, footslope
Landform position (three-dimensional): Base slope, interfluve
Down-slope shape: Linear
Across-slope shape: Linear
Parent material: Colluvium

Typical profile

H1 - 0 to 13 inches: silty clay loam
H2 - 13 to 60 inches: silty clay

Properties and qualities

Slope: 2 to 8 percent
Depth to restrictive feature: More than 80 inches
Natural drainage class: Well drained
Capacity of the most limiting layer to transmit water (Ksat): Moderately high (0.20 to 0.57 in/hr)
Depth to water table: More than 80 inches
Frequency of flooding: None
Frequency of ponding: None
Available water storage in profile: High (about 10.1 inches)

Interpretive groups

Land capability classification (irrigated): 2e

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Land capability classification (nonirrigated): 2e

Hydrologic Soil Group: C

Forage suitability group: Well drained < 15% Slopes (G002XY002OR)

Hydric soil rating: No

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APPENDIX 7-1
SUPPORTING INFORMATION

National Flood Hazard Layer FIRMette



Legend

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

SPECIAL FLOOD HAZARD AREAS		Without Base Flood Elevation (BFE) Zone A, V, A99
		With BFE or Depth Zone AE, AO, AH, VE, AR
		Regulatory Floodway
OTHER AREAS OF FLOOD HAZARD		0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile Zone X
		Future Conditions 1% Annual Chance Flood Hazard Zone X
		Area with Reduced Flood Risk due to Levee. See Notes. Zone X
		Area with Flood Risk due to Levee Zone D
OTHER AREAS		NO SCREEN Area of Minimal Flood Hazard Zone X
		Effective LOMRs
		Area of Undetermined Flood Hazard Zone D
GENERAL STRUCTURES		Channel, Culvert, or Storm Sewer
		Levee, Dike, or Floodwall
OTHER FEATURES		20.2 Cross Sections with 1% Annual Chance Water Surface Elevation
		17.5 Cross Sections with 1% Annual Chance Water Surface Elevation
		Coastal Transect
		Base Flood Elevation Line (BFE)
		Limit of Study
		Jurisdiction Boundary
MAP PANELS		Coastal Transect Baseline
		Profile Baseline
		Hydrographic Feature
MAP PANELS		Digital Data Available
		No Digital Data Available
		Unmapped



The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.

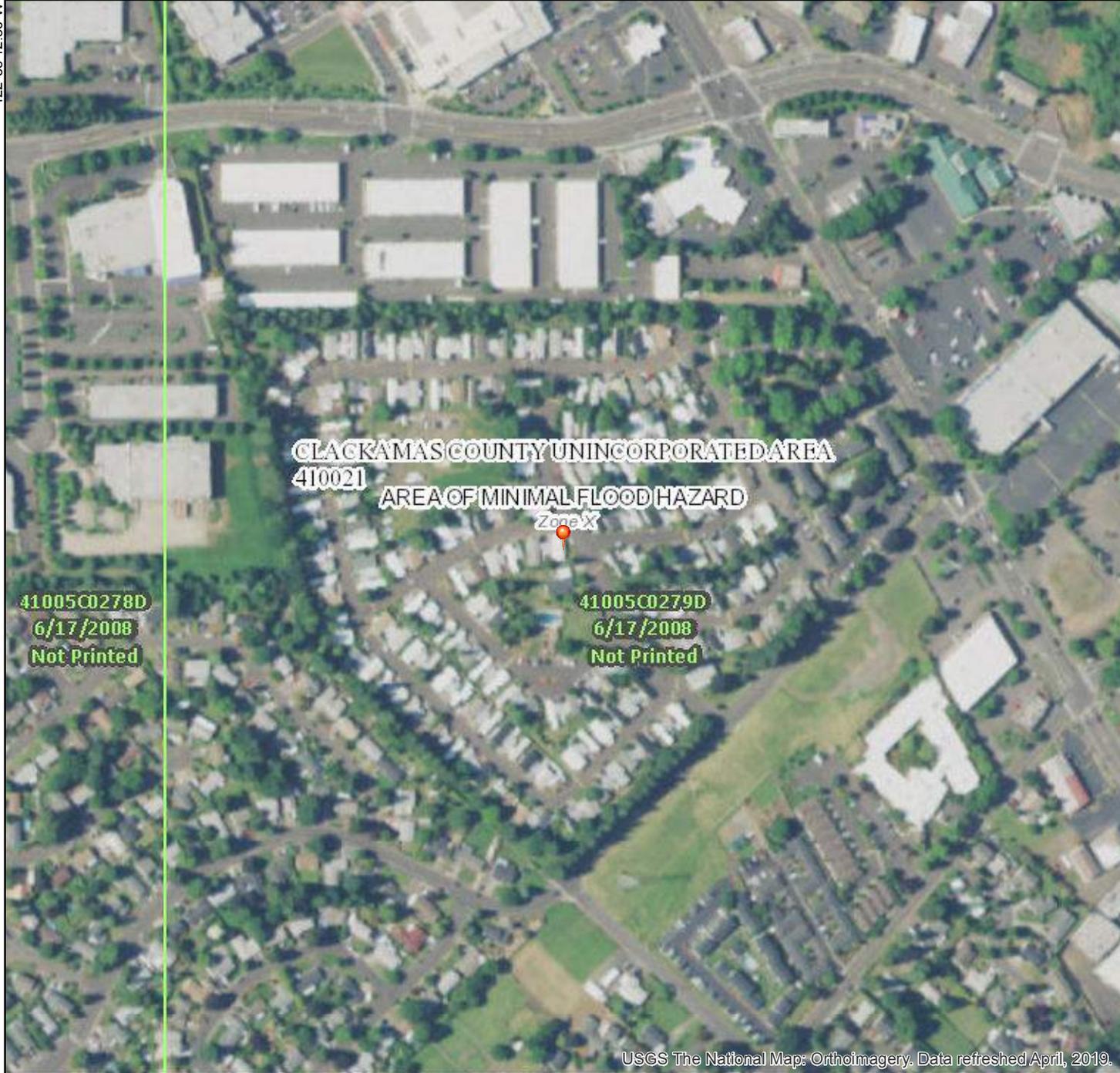
This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on **8/15/2019 at 12:25:43 PM** and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

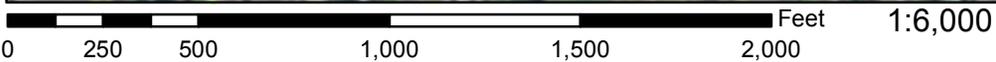
This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.

45°20'4.10"N

122°35'42.86"W



USGS The National Map: Orthoimagery. Data refreshed April, 2019.



45°19'38.80"N

122°39'5.41"W



APPENDIX 8-1

**OREGON CITY SITE ASSESSMENT AND
PRELIMINARY DESIGN CHECKLIST**

SITE ASSESSMENT AND PRELIMINARY DESIGN CHECKLIST		
✓	Information needed	Attach supporting materials as needed
2.2.1 Site Information		
	Applicant contact information	Applicant name: <u>Jonathon Morse (Applicants Representative)</u> Business name: <u>AKS Engineering and Forestry, LLC</u> Contact address, phone number, and e-mail: <u>jonm@aks-eng.com</u> <u>12965 SW Herman Road, Suite 100</u> <u>Tualatin, Oregon 97062</u>
	Project location	Site address: <u>13531 Clairmont Way, Oregon City Oregon 97045</u> Site description: <u>Existing manufactured and mobile home park</u> <hr/> <hr/> Major drainage basin: <u>Newell Basin</u> Is the project site located with the NROD as defined in OCMC 17.49? <u>No</u> (Y/N) <i>Include a vicinity map of the site (including location of property in relation to adjacent properties, roads, and pedestrian/bike facilities).</i>
	Project type	Identify types of development planned for the site such as commercial, industrial, single-family residential, multi-family residential, or other (describe): <u>Mobile and manufactured home park</u>
	Size of site	Size of site: <u>1.7 +/-</u> (acres) Number of existing/proposed tax lots: <u>n/a (manufactured home units)</u> Amount of new and replaced impervious area: <u>51,582</u> (SF)
2.2.2 Site Assessment		
<i>Note: Site assessment information may be available from the OCMaps online tool available through the City's website.</i>		
✓	Site Assessment Map	<i>Attach engineered scale Site Assessment Map, showing items below.</i>
✓	Topography Evaluate site and map slopes: <i>Flat: 0-10%</i> <i>Moderate: 10-25%</i> <i>Steep: 25% and greater</i>	<i>Surveyed or aerial-based mapping with 2-foot intervals for slopes 0-25% slope and 10-foot intervals for steeper. Indicate Geologic Hazard Areas as defined by OCMC 17.04.510 and Geologic Hazards Overlay Zone as defined by OCMC 17.04.515.</i>
✓	Soils and Groundwater Research and map site soil hydrologic group, depth to groundwater	NRCS Hydrologic Soil Type (show on map if more than one type present): <i>Attach seasonal groundwater depth evaluation if available or required (site has floodplain and/or wetland). Groundwater depth information is available from the City.</i>
✓	Infiltration Assessment Determine soil capacity for onsite infiltration	If an infiltration test is performed, attach the documentation. Report the test type (Basic/Professional) performed and results. See Appendix D for the approved infiltration testing methods. Test type: <u>Test not required per city staff</u> _____ (inches/hour)

SITE ASSESSMENT AND PRELIMINARY DESIGN CHECKLIST		
N/A	Hydrology – Conditions and Natural Features Map site floodplains, wetlands, streams, and location of outfalls	Clearly label on map all intermittent and perennial creeks/streams/rivers and wetlands, FEMA floodplains, and existing drainage systems (pipes, ditches, outfalls). Check here if present on site: _____ Sensitive area(s) _____ Floodplain _____
✓	Downstream Conveyance	Indicate the proposed point of discharge on the site plan. <i>Prepare and attach a Downstream Analysis as required by Chapter 5.</i> No known deficiencies Check here to verify that adequate downstream capacity is available: _____
✓	Existing Vegetation Map trees and vegetation	Using aerial photos or survey, map all trees and vegetation. Note all existing trees 6-inch caliper and greater (DBH) on map. Delineate and identify other areas and types of existing vegetation. The local planning authority may require a formal tree survey.
✓	Required Vegetated Buffers and Setbacks Assess and map buffers	Identify required vegetated buffer areas and other setback limits as defined by OCMC Title 17.
	Land Use and Zoning	Existing Land Use Zoning designation(s): <u>R-3.5</u>
✓	Access and Parking	Delineate proposed access points for all transportation modes on map. Indicate amount and area of required parking onsite if applicable, <i>attach documentation as needed.</i>
✓	Utilities to Site and Surrounding Area	Map existing utilities including stormwater facilities, storm conveyance, sewer, water, electricity, phone/cable, gas, and any public storm system/facility downstream.
2.2.3 Site Preliminary Design Objectives (attach engineered scale Preliminary Site Plan)		
N/A	1. Preserve existing resources	Required: Show sensitive areas and buffers on site plan. Denote buffer areas that require enhancement. Show any proposed areas of encroachment and associated buffer mitigation areas.
✓	2. Minimize site disturbance	Required: Delineate protection areas on site plan for areas to remain undisturbed during construction.
✓	3. Minimize soil compaction	Required: Delineate and note temporary fencing on site plan for proposed infiltration facilities, vegetated stormwater management facilities, and re-vegetation areas.
✓	4. Minimize imperviousness	Required: Delineate proposed impervious areas and proposed impervious area reduction methods on the site plan. A. Total proposed new/replaced impervious area: <u>51,582</u> (SF) B. Area of proposed Green Roofs: <u>0</u> (SF) C. Area of proposed pervious pavements: <u>0</u> (SF) D. Describe type of pavers or pavement proposed: _____ _____ E. Impervious area requiring management [A-(B+C)]: <u>51,582</u> (SF)

SITE ASSESSMENT AND PRELIMINARY DESIGN CHECKLIST	
2.2.4 Proposed Stormwater Management Strategy	
Proposed Stormwater Management Strategy	<p><input type="checkbox"/> Level 1 – Onsite retention of the 10-year design storm</p> <p><input type="checkbox"/> Full onsite retention/infiltration of the 10-year storm event using LID</p> <p><input type="checkbox"/> Infiltration facilities are limited by the following conditions (<i>include documentation to demonstrate the limiting condition and choose an alternate strategy below</i>):</p> <p style="padding-left: 40px;"><input type="checkbox"/> Low infiltration rates of less than 2.0 inches per hour</p> <p style="padding-left: 40px;"><input type="checkbox"/> Stormwater management facility to be located on fill</p> <p style="padding-left: 40px;"><input type="checkbox"/> Steep slopes</p> <p style="padding-left: 40px;"><input type="checkbox"/> High groundwater</p> <p style="padding-left: 40px;"><input type="checkbox"/> Contaminated soils</p> <p style="padding-left: 40px;"><input type="checkbox"/> Conflict with required Source Controls (Chapter 6)</p> <p><input checked="" type="checkbox"/> Level 2 – Onsite stormwater management using LID (indicate below)</p> <p><input type="checkbox"/> Level 3 - Offsite stormwater management facilities/regional facilities</p> <p><input type="checkbox"/> Level 4 - Fee in Lieu, as determined by the City</p>
Preliminary Facility Selection	<p>Check all that apply, <i>attach output from BMP Sizing Tool</i>, and show proposed Stormwater Management Facilities on Preliminary Site Plan.</p> <p>LID facilities:</p> <p><input type="checkbox"/> Stormwater Planter (infiltration or filtration)</p> <p><input checked="" type="checkbox"/> Rain Garden (infiltration or filtration)</p> <p><input type="checkbox"/> Vegetated Swale (infiltration or filtration)</p> <p><input type="checkbox"/> Detention Pond (infiltration or filtration)</p> <p><input type="checkbox"/> Other* _____</p> <p style="text-align: center;"><i>*Modifications must be approved by City per Section 1.6</i></p>
Minimum Facility Size	<p>A. Level 1 - Required surface area of onsite surface infiltration facilities: As determined by BMP sizing tool or engineered method: <u>N/A</u> (SF)</p> <p>B. Level 2 - Calculate required surface area of onsite LID facilities: As determined by BMP sizing tool or engineered method: <u>6,874*</u> (SF)</p> <p>C. Calculate required surface area of offsite/regional facilities: As determined by BMP sizing tool or engineered method: <u>N/A</u> (SF)</p> <p>D. Level 4 - Fee in Lieu, as determined by the City <u>N/A</u></p> <p>10% of total impervious area*: <u>N/A</u> (SF)</p> <p style="text-align: center;"><i>*10 % sizing factor only applicable for sites entirely within the NROD or Geologic Hazard Area (Section 2.2.4)</i></p>

* Raingardens 1-3 areas have been reduced by 20% per city standards 6,021 sf of area provided.

SITE ASSESSMENT AND PRELIMINARY DESIGN CHECKLIST		
2.2.5 Other Project Requirements		
	Grading Permit	Review OCMC 15.48 to determine whether a grading permit will be required. Grading permit required? <u>Yes</u> (Y/N) Type of Grading Plan proposed (see Chapter 3): <u>Abbreviated Grading Plan</u>
	Erosion Prevention and Sediment Control	Identify the required permits: <input checked="" type="checkbox"/> ESC Permit from the City (<i>sites that include 1,000+ SF new or replaced impervious area</i>) <input checked="" type="checkbox"/> 1200-C Permit from DEQ (<i>sites that disturb 1 acre or more land surface</i>)
N/A	Source Control for High Use Sites	Identify whether the proposed development will include any of the following: <input type="checkbox"/> Fuel Dispensing Facilities and Surrounding Traffic Areas <input type="checkbox"/> Above-Ground Storage of Liquid Materials <input type="checkbox"/> Solid Waste Storage Areas, Containers, and Trash Compactors <input type="checkbox"/> Exterior Storage of Bulk Materials <input type="checkbox"/> Material Transfer Areas/Loading Docks <input type="checkbox"/> Equipment and/or Vehicle Washing Facilities <input type="checkbox"/> Development on Land With Suspected or Known Contamination <input type="checkbox"/> Covered Vehicle Parking Areas <input type="checkbox"/> Industrial and Commercial High Traffic Areas <input type="checkbox"/> Other land uses subject to the ODEQ 1200-Z Industrial Stormwater Permit
N/A	Other Permits	Identify other natural resources related permits from local, state, or federal agencies that may be required as part of the proposed development activity. It is the responsibility of the applicant to identify and obtain required permits prior to project approval. List other anticipated permits:



Exhibit E: Neighborhood Association Meeting Materials



BEND, OR
2777 NW Lolo Drive, Suite 150
Bend, OR 97703
(541) 317-8429
www.aks-eng.com

KEIZER, OR
3700 River Road N, Suite 1
Kelzer, OR 97303
(503) 400-6028

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

VANCOUVER, WA
9600 NE 126th Avenue, Suite 2520
Vancouver, WA 98682
(360) 882-0419

Date: 8/19/2019
To: Oregon City Planning Department
From: Bart Catching, CFM
Project Name: Clairmont Mobile Home Park Addition
AKS Job No.: 6495
Project Site: 13531 Clairmont Way, Oregon City, OR 97045

Subject: Hillendale Neighborhood Association August 13th, 2019, Meeting
Clairmont Mobile Home Park Addition Application Issue and Discussion Summary

On August 13th, 2019, the Hillendale Neighborhood Association Executive Board and Land Use Committee met at Casa Ixtapa Restaurant (407 Beavercreek Road) to discuss upcoming land use applications within the neighborhood boundary, as required by the City. The meeting was called to order at 7:00 PM. Several items were discussed, including the planned addition of 24 manufactured homes to the Clairmont Mobile Home Park. The project Applicant (Andrew Cramer) and the Applicant's land use consultant (Bart Catching) made a brief presentation about the project, provided written materials, and answered questions from the group regarding the project. A sign-in sheet was circulated, and contact information was exchanged. The following issues were discussed by the group regarding this project:

- Location in the park where the units are to be placed (referred to draft layout of site).
- Recent Oregon City Code amendments which allow this project in the R-3.5 District.
- Cessation of the current RV and boat storage use in the project area.
- Adequacy of emergency access to the site, new fire hydrant.
- General discussion of market demand and financing of the units.
- Traffic and congestion. (Mr. Catching referenced the Transportation Analysis Letter.)
- Adequacy of sewer and water service to the site.
- Logistics of placing new manufactured homes within an existing park.
- The technical difference between "mobile homes" and "manufactured homes."
- Opinion of the "neighbors" (park residents) re the project. (Mr. Cramer responded that feedback he has gotten has been generally favorable.)
- General discussion of the need for affordable housing options in Oregon City and group consensus that manufactured home parks play a critical role in providing affordable single-family housing.

Although the meeting continued, the discussion of this project ended at approximately 8:00 PM. At the close of the discussion, the consensus of the committee was that they "have no objection," to the project.

Sincerely,

AKS ENGINEERING & FORESTRY, LLC

Bart Catching, CFM

From: [William Gifford](#)
To: [Bart Catching](#); Joyce@smallflags.com
Cc: ["Roy and Anna Harris"](#)
Subject: RE: Hillendale 8/13 meeting
Date: Tuesday, August 13, 2019 1:50:07 PM

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Frankly, Bart, a half-dozen handouts should suffice. If more show up, we can share.

William Gifford 503.723.3456
Land Use Chair
Hillendale Neighborhood Association



From: Bart Catching <catchingb@aks-eng.com>
Sent: Tuesday, August 13, 2019 11:28 AM
To: William Gifford <William@smALLFLAGs.com>; Joyce@smallflags.com
Cc: 'Roy and Anna Harris' <royandanna@centurylink.net>
Subject: Hillendale 8/13 meeting

Hi,
How many folks do you expect to join us tonight?
I'd like to print the proper number of handouts.
Thanks!

Bart Catching, CFM



AKS ENGINEERING & FORESTRY, LLC

9600 NE 126th Avenue, Suite 2520 | Vancouver, WA 98682

P: 360.882.0419 Ext. 304 | F: 360.882.0426 | www.aks-eng.com | catchingb@aks-eng.com

Offices in: Bend, OR | Keizer, OR | Tualatin, OR | Vancouver, WA

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From: [Bart Catching](#)
To: ["William Gifford"](#); ["Roy and Anna Harris"](#)
Cc: ["Vern Johnson"](#); ["Ray Stobie"](#); ["Cody Olson"](#)
Subject: RE: Clairmont Mobile Estates Neighborhood Meeting
Date: Monday, August 05, 2019 8:30:00 AM

William and Roy,
I will notify whoever else you usually include on the invite for these committee meetings.
Please let me know.
Thank you.

Bart Catching, CFM

AKS ENGINEERING & FORESTRY, LLC

P: 360.882.0419 Ext. 304 | F: 360.882.0426 | www.aks-eng.com | catchingb@aks-eng.com

From: William Gifford <William@smALLFLAGs.com>
Sent: Saturday, August 03, 2019 2:15 PM
To: Bart Catching <catchingb@aks-eng.com>; 'Roy and Anna Harris' <royandanna@centurylink.net>
Cc: 'Vern Johnson' <verndonnajohnson@yahoo.com>; 'Ray Stobie' <drakeel@gmail.com>; 'Cody Olson' <cody@marionconst.com>
Subject: RE: Clairmont Mobile Estates Neighborhood Meeting

It's much more informal than that, Bart. In all the years we've been meeting there, there's always been room for us. It'll be fine. Are you notifying anyone else about this meeting?

William Gifford 503.723.3456
Land Use Chair
Hillendale Neighborhood Association



From: Bart Catching <catchingb@aks-eng.com>
Sent: Friday, August 2, 2019 11:59 AM
To: William Gifford <William@smALLFLAGs.com>; 'Roy and Anna Harris' <royandanna@centurylink.net>
Cc: 'Vern Johnson' <verndonnajohnson@yahoo.com>; 'Ray Stobie' <drakeel@gmail.com>; 'Cody Olson' <cody@marionconst.com>
Subject: RE: Clairmont Mobile Estates Neighborhood Meeting

William,
I called Casa Ixtapa and they said they don't reserve tables.
Does your group typically just show up and there's space?
Thanks,

Bart Catching, CFM

AKS ENGINEERING & FORESTRY, LLC

P: 360.882.0419 Ext. 304 | F: 360.882.0426 | www.aks-eng.com | catchingb@aks-eng.com

From: William Gifford <William@smALLFLAGs.com>
Sent: Wednesday, July 31, 2019 8:04 PM
To: Bart Catching <catchingb@aks-eng.com>; 'Roy and Anna Harris' <royandanna@centurylink.net>
Cc: 'Vern Johnson' <verndonnajohnson@yahoo.com>; 'Ray Stobie' <drakeel@gmail.com>; 'Cody Olson' <cody@marionconst.com>
Subject: RE: Clairmont Mobile Estates Neighborhood Meeting

I have no problem with meeting at Casa Ixtapa on the 13th at 7PM.

William Gifford 503.723.3456
Land Use Chair
Hillendale Neighborhood Association



From: Bart Catching <catchingb@aks-eng.com>
Sent: Wednesday, July 31, 2019 3:45 PM
To: William Gifford <William@smALLFLAGs.com>; 'Roy and Anna Harris' <royandanna@centurylink.net>
Cc: 'Vern Johnson' <verndonnajohnson@yahoo.com>; 'Ray Stobie' <drakeel@gmail.com>; 'Cody Olson' <cody@marionconst.com>
Subject: RE: Clairmont Mobile Estates Neighborhood Meeting

And is everyone OK with Casa Ixtapa as you have done before?
I just want it to be as convenient as possible for you all.
Thank you!

Bart Catching, CFM

AKS ENGINEERING & FORESTRY, LLC

P: 360.882.0419 Ext. 304 | F: 360.882.0426 | www.aks-eng.com | catchingb@aks-eng.com

From: William Gifford <William@smALLFLAGs.com>
Sent: Wednesday, July 31, 2019 3:40 PM
To: 'Roy and Anna Harris' <royandanna@centurylink.net>; Bart Catching <catchingb@aks-eng.com>
Cc: 'Vern Johnson' <verndonnajohnson@yahoo.com>; 'Ray Stobie' <drakeel@gmail.com>; 'Cody Olson' <cody@marionconst.com>
Subject: RE: Clairmont Mobile Estates Neighborhood Meeting

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Yep. That was caught but not as a "Reply All". We're good.

From: Roy and Anna Harris <royandanna@centurylink.net>
Sent: Wednesday, July 31, 2019 3:34 PM
To: William Gifford <William@smALLFLAGs.com>; 'Bart Catching' <catchingb@aks-eng.com>
Cc: 'Vern Johnson' <verndonnajohnson@yahoo.com>; 'Ray Stobie' <drakeel@gmail.com>; 'Cody Olson' <cody@marionconst.com>
Subject: Re: Clairmont Mobile Estates Neighborhood Meeting

William,

Want to confirm August 13th, not Aug 12th.

Roy

On 7/30/2019 7:47 PM, William Gifford wrote:

Yes, August 12th at 7PM works for us. Please send the location so we can inform the Steering Committee.

William Gifford 503.723.3456
Land Use Chair
Hillendale Neighborhood Association



From: Bart Catching <catchingb@aks-eng.com>
Sent: Tuesday, July 30, 2019 4:15 PM
To: William Gifford <William@smALLFLAGs.com>
Subject: FW: Clairmont Mobile Estates Neighborhood Meeting

William,

Is the evening of August 13th going to work for you?

We are flexible on this end, but you had mentioned you preferred to do the committee meetings on Tuesdays.

Let me know and we can set up a location.

Thank you!

Bart Catching, CFM

From: [Bart Catching](#)
To: [William Gifford](#)
Subject: FW: Clairmont Mobile Estates Neighborhood Meeting
Date: Tuesday, July 30, 2019 4:14:00 PM

William,

Is the evening of August 13th going to work for you?

We are flexible on this end, but you had mentioned you preferred to do the committee meetings on Tuesdays.

Let me know and we can set up a location.

Thank you!

Bart Catching, CFM

AKS ENGINEERING & FORESTRY, LLC

P: 360.882.0419 Ext. 304 | F: 360.882.0426 | www.aks-eng.com | catchingb@aks-eng.com

From: Bart Catching

Sent: Monday, July 29, 2019 3:11 PM

To: William Gifford <William@smALLFLAGS.com>

Cc: 'Roy and Anna Harris' <royandanna@centurylink.net>; 'Vern Johnson' <verndonnajohnson@yahoo.com>; Ray Stobie <drakeel@gmail.com>; Andrew Cramer <acramer04@gmail.com>; Christina Robertson-Gardiner <crobertson@orcitey.org>

Subject: RE: Clairmont Mobile Estates Neighborhood Meeting

William,

Thank you very much for getting back to me. (This message went to my spam folder for some reason, but Ray just let me know you responded.)

Tuesday the 13th at 7:00 is fine on my end. If it works for you I will coordinate a convenient location close by for you all.

Again, we appreciate your flexibility and I will be in touch shortly.

Respectfully,

Bart Catching, CFM

AKS ENGINEERING & FORESTRY, LLC

P: 360.882.0419 Ext. 304 | F: 360.882.0426 | www.aks-eng.com | catchingb@aks-eng.com

From: William Gifford <William@smALLFLAGS.com>

Sent: Thursday, July 25, 2019 11:06 AM

To: Bart Catching <catchingb@aks-eng.com>

Cc: 'Roy and Anna Harris' <royandanna@centurylink.net>; 'Vern Johnson' <verndonnajohnson@yahoo.com>

Subject: RE: Clairmont Mobile Estates Neighborhood Meeting

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Hello, Bart,

Sorry to have taken so long to get back to you as we've been out of town. We know that Roy has been having some health issues, but haven't seen him for a few days.

We'd be happy to meet with you. Here's the situation: our General Membership meetings are held on the first Tuesday of each quarter. (Hillendale NA meets jointly with the Tower Vista NA.) We just had July's GM meeting and we're pretty sure you don't want to wait until October. Our Executive Team normally meets the first Tuesday of each month between the General Membership meetings. However, in August that coincides with National Night Out, so we skip the Exec meeting. If you'd like to meet in August, we could likely meet any other Tuesday, but you'd need to designate the location. Evenings at 7:00 usually work for all of us. We normally switch off between Casa Ixtapa and Mazatlan restaurants, but as this is your gig, we could meet just about anywhere around our neighborhood you'd like. We could even meet up at the mobile home park, if they have a community room or something. Again, you'd have to arrange it.

Let us know.

William Gifford 503.723.3456
Land Use Chair
Hillendale Neighborhood Association



From: Bart Catching <catchingb@aks-eng.com>
Sent: Thursday, July 25, 2019 9:56 AM
To: william@smallflags.com; Joyce@smallflags.com
Subject: FW: Clairmont Mobile Estates Neighborhood Meeting

William and Joyce,

I'm following up on the Hillendale Neighborhood Meeting email I sent last week. (See the forwarded messages below.)

I have not heard back from Roy Harris yet, and I am wondering if you have had any recent contact with him.

All I need at this point is the OK from the Neighborhood Association so that we can move forward scheduling our project-specific meeting.

If you have Roy's phone number or know what his status is please let me know.

Thanks in advance for any information you may have.

Respectfully,

Bart Catching, CFM

AKS ENGINEERING & FORESTRY, LLC

P: 360.882.0419 Ext. 304 | F: 360.882.0426 | www.aks-eng.com | catchingb@aks-eng.com

From: Bart Catching

Sent: Tuesday, July 23, 2019 11:46 AM

To: royandanna@centurylink.net

Cc: Christina Robertson-Gardiner <crobertson@orcitey.org>

Subject: FW: Clairmont Mobile Estates Neighborhood Meeting

Hello Roy,

I know it is a busy time of year and I'm sorry to bother you.

I am checking that you received the forwarded email (below) I sent on Friday, 7/19. We are looking forward to conducting a project-specific neighborhood meeting as soon as possible. Please let me know that you have received this message and are agreeable to our plan to hold a separate meeting for this project.

Thank you.

Bart Catching, CFM

AKS ENGINEERING & FORESTRY, LLC

P: 360.882.0419 Ext. 304 | F: 360.882.0426 | www.aks-eng.com | catchingb@aks-eng.com

From: Bart Catching

Sent: Friday, July 19, 2019 2:06 PM

To: royandanna@centurylink.net; william@smallflags.com; Joyce@smallflags.com; drakeel@gmail.com

Cc: Christina Robertson-Gardiner <crobertson@orcitey.org>; Andrew Cramer <acramer04@gmail.com>

Subject: Clairmont Mobile Estates Neighborhood Meeting

Hello,

My name is Bart Catching. I am a land use planner with AKS Engineering and Forestry, LLC. We are assisting the owner of Clairmont Estates Mobile Home Park at 13531 Clairmont Way with land use permitting and civil engineering for an improvement project in the Park. The property is located in the Hillendale Neighborhood Association.

I corresponded with some of you earlier this spring regarding the planned project to add several units to the property. This project will be a permitted use for the Park after the City's code amendments become effective in early August. The project plans to add 24 single family, detached manufactured home units to the park, which will increase affordable housing in the community. Initially we had hoped to discuss this project at one of the regular Hillendale Neighborhood

Association quarterly meetings. However, because the City required a second pre-application conference and there were subsequent revisions to the layout, it was not possible to present at the July 2nd meeting.

We are willing and able to organize and conduct our own neighborhood meeting for this project following City Code procedures. Please let me know that this is acceptable to you as soon as possible and we will proceed with the required notice and scheduling of the meeting.

We look forward to your response.

Respectfully,

Bart Catching, CFM



AKS ENGINEERING & FORESTRY, LLC

9600 NE 126th Avenue, Suite 2520 | Vancouver, WA 98682

P: 360.882.0419 Ext. 304 | F: 360.882.0426 | www.aks-eng.com | catchingb@aks-eng.com

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Exhibit F:
City Pre-Application Conference Notes

Pre-Application Conference Notes

PA 19-25, June 12, 2019

Proposed Project: 21 additional spaces in an existing manufactured home park

General Information

- Location: 13531 Clairmont Way, Oregon City, OR 97045
Clackamas County Map 3-2E-05C, Tax Lot 402
- Zoning: R-3.5 Dwelling District
- Overlay Districts: High Water Table

Review Process

Subdivisions are processed as **Type II** applications. The applicant has **180 days** from the date of submittal to have a complete application.

Upon a complete application submittal, the applicant is entitled to a decision from the city for a decision of approval, approval with conditions or denial within **120 days** of deeming the application complete, by state law. Type II decisions are rendered by the Community Development Director, with appeal on the record to the City Commission, and then onto LUBA.

Type II decisions are based on the code approval criteria and require limited discretion by the Community Development staff in order to be approved. Staff is not authorized to waive any requirements of the code except for modifications through Chapter 12.04.

Site History

- The manufactured home park was first established in the early 1970's.
- Staff has been unable to locate previous land use applications, but it appears that a site plan and design review application and conditional use permit was approved by the Planning Commission in April of 1972.
- Based on the approved site plan, it appears that the 1972 approval allowed for 188 manufactured home spaces

Manufactured Home Park Review

Please note these standards are based on the draft code which has not yet been adopted. The code amendments are subject to change as they goes through the public hearing process.

- The number of units allowed is subject to the density requirements of the underlying zone after the area used for public and private streets and access drives has been deducted.

Zoning	Minimum net density	Maximum net density
R-3.5	10 dwelling units/acre	12.4 dwelling units/acre

- The developable area of the site is approximately 23.75 acres (after deducting private streets and access drives), resulting in a minimum density of 237 units and a maximum density of 294 units.

- A minimum setback of 15 feet is required around the outer boundary of the manufactured home park. Exterior boundaries of the park shall be screened to a height of six feet by a sight-obscuring solid wall, fence, or evergreen hedge, exclusive of required opening, except where height is limited to 3.5 feet pursuant with fence requirements in OCMC 17.54.100. Chain link fences are prohibited unless screened with vegetation.
- The proposal appears to not comply with the following standards:
 - Each manufactured home or accessory structure shall maintain a 10-foot setback from the private street and the nearest point of the accessory structure
 - Each unit or accessory structure shall be separated from any other unit or accessory structure on an adjacent space by a minimum of 15 feet.
 - Private streets within the site shall have a minimum width of 24 feet of paving from curb to curb. A paved sidewalk shall be provided along at least one side of each private street in the park and shall be a minimum of 4 feet in width.
- Based on the pre-application submittal, staff could not confirm compliance with the following standards:
 - A minimum of 15% of the gross site area shall be landscaped, which may include landscaped setbacks and common open space
 - A minimum of 200 SF of open space for each unit in the park, or a minimum of 5,000 SF, whichever is greater, shall be provided in common open space. Streets, access drives and parking lots shall not be considered open space. Open space shall be a mix of landscaping and lawn area, recreational amenities, and hard surfaced pedestrian paths. Open space areas shall have no dimension less than 20 feet and shall be landscaped and maintained by the property owner.
 - Except for a structure which conforms to the State definition of a manufactured dwelling accessory structure, no other extension shall be attached to a manufactured dwelling, except a garage or carport constructed to the specifications of the Oregon City Structural Specialty Code.
- Submittal requirements
 - Site plan drawn to scale of the layout of the entire park, including:
 - Dimensions and existing and proposed locations of utilities, roadways, structures, parking, landscaping and open space areas, and manufactured home spaces on the site.
 - The location of structures on adjacent properties
 - Landscaping plan prepared by a registered landscape architect for new or revised landscaped areas or parking lots.

Upcoming Code Changes:

The City is proposing housing and development code amendments which may affect your proposal. The code amendments are anticipated to come into effect in late summer 2019. The application is subject to compliance with the code that is in place on the date that the land use application is submitted. Depending on the date of submittal, the applicant may contact staff for an updated code criteria template.

For details on proposed code amendments, please visit the following site:

<https://www.oregoncity.org/planning/draft-housing-and-other-development-and-zoning-code-amendments>

Traffic Impacts

The applicant will need to have a traffic engineer conduct a transportation study in conformance with the City's *Guidelines for Transportation Impact Analyses* available on the Oregon City website.

Based on the information provided by the applicant, it appears the transportation analysis associated with this development proposal can be satisfied by submittal of a Transportation Analysis Letter (TAL). This option is available when specific criteria are met. These include a determination that the development generates 24 or fewer AM and PM peak hour trips and fewer than 250 daily trips. Details for a TAL can be found in Section 3.1 of the *Guidelines*. It is the applicant’s responsibility to verify the trip generation characteristics of the proposed development.

The applicant’s traffic engineer is welcome to contact the city’s traffic engineering consultant, John Replinger, at Replinger-Associates@comcast.net or at 503-719- 3383.

Other notes:

- A neighborhood association meeting is required for a Site Plan and Design Review application. You are in the Hillendale Neighborhood Association. Please contact the Hillendale Neighborhood Association to schedule a meeting.

Neighborhood Association: Hillendale NA
Chair: Roy Harris, royandanna@centurylink.net
Vice Chair: Vacant
Land Use Chair: William Gifford, william@smallflags.com
Secretary/Treasurer: Joyce Gifford, joyce@smallflags.com
CIC Representative: Faith Leith, faith23@comcast.net
CIC Representative: Joyce Gifford, joyce@smallflags.com
Upcoming Meetings: April 3, 2018; July 3, 2018; October 2, 2018
Meeting Location: Living Hope Church, 19691 Meyers Road, Oregon City
Meeting Time: 7:00 PM

- Your application was transmitted to the State Historic Preservation Office (SHPO) and affected tribes for review. Comments received have been provided.

Planning Review and Application Fees:

The 2019 Planning applications and fees include-

- Site Plan and Design Review/Detailed Development Plan:

Construction Cost	Application Fee
Less than \$500,000	\$2,231 plus 0.007 x project cost
\$500,000 to \$3,000,000	\$3,717 plus 0.005 x project cost
Over \$3,000,000	\$12,642 plus 0.003 x project cost
Maximum fee	\$59,302

- Transportation Analysis Letter: \$506
- Mailing Labels: \$17 – or provided by applicant
- [2019 Fee Schedule](#)

Oregon City Municipal Code Criteria:

Please note the applicable code chapters listed are in the new code currently under review by the City Commission. The most recent version of the code can be found [here](#). The following chapters of the Oregon City Municipal Code (OCMC) may be applicable to this proposal:

OCMC 12.08 – Public and Street Trees

OCMC 13.12 – Stormwater Management

OCMC 15.48 – Grading, Filling, and Excavating

OCMC 16.12 – Minimum Public Improvements and Design Standards

OCMC 17.10 – Medium Density Residential Districts

OCMC 17.20 – Accessory Dwelling Unit, Cluster Housing, Internal Conversion, Live/Work Dwelling and Manufactured Home Park Design Standards
OCMC 17.47 – Erosion and Sediment Control
OCMC 17.50 – Administrative Processes

Applications, Checklists and Links:

- [Type II Review Process](#)
- [Land Use Application](#)
- [Oregon City Adopted Street Tree List](#)
- [Oregon City Municipal Code](#)

Planning Division

Diliana Vassileva, Assistant Planner with the Oregon City Planning Division reviewed your pre-application. You may contact Diliana Vassileva at 503.974.5501 or dvassileva@oregoncity.org.

Development Services Division

Sang Pau, Development Project Engineer and Wendy Marshall, Development Projects Manager, with the Oregon City Development Services Division reviewed your pre-application. You may contact Sang Pau at 503.974.5518 or spau@orcify.org.

Building Division

Your application was transmitted to Building Official, Mike Roberts. You may contact Mike Roberts, Building Official, at 503.496.1517 or mroberts@orcify.org if you have any building related questions.

Clackamas County Fire

Your application was transmitted to Mike Boumann, Lieutenant Deputy Fire Marshal of Clackamas County Fire District #1. No comments were returned regarding your application. You may contact Mr. Boumann at 503.742.2660 or at michaelbou@ccfd1.com.

Pre-application conferences are required by Section 17.50.050 of the City Code, as follows:

A. Preapplication Conference. Prior to submitting an application for any form of permit, the applicant shall schedule and attend a preapplication conference with City staff to discuss the proposal. To schedule a preapplication conference, the applicant shall contact the Planning Division, submit the required materials, and pay the appropriate conference fee. At a minimum, an applicant should submit a short narrative describing the proposal and a proposed site plan, drawn to a scale acceptable to the City, which identifies the proposed land uses, traffic circulation, and public rights-of-way and all other required plans. The purpose of the preapplication conference is to provide an opportunity for staff to provide the applicant with information on the likely impacts, limitations, requirements, approval standards, fees and other information that may affect the proposal. The Planning Division shall provide the applicant(s) with the identity and contact persons for all affected neighborhood associations as well as a written summary of the preapplication conference. Notwithstanding any representations by City staff at a preapplication conference, staff is not authorized to waive any requirements of this code, and any omission or failure by staff to recite to an applicant all relevant applicable land use requirements shall not constitute a waiver by the City of any standard or requirement.

B. A preapplication conference shall be valid for a period of six months from the date it is held. If no application is filed within six months of the conference or meeting, the applicant must schedule and attend another conference before the City will accept a permit application. The community development director may waive the preapplication requirement if, in the Director's opinion, the development does not warrant this step. In no case shall a preapplication conference be valid for more than one year.

NOTICE TO APPLICANT: A property owner may apply for any permit they wish for their property. **HOWEVER, THERE ARE NO GUARANTEES THAT ANY APPLICATION WILL BE APPROVED.** No decisions are made until all

reports and testimony have been submitted. This form will be kept by the Community Development Department. A copy will be given to the applicant. IF the applicant does not submit an application within six (6) months from the Pre-application Conference meeting date, a NEW Pre-Application Conference will be required.

**DEVELOPMENT SERVICES
PRE-APPLICATION MEETING NOTES**

Planning Project Number: PA 19-26
Address: 13531 Clairmont Way, Oregon City, OR 97045
Map Number(s): 3-2E-05C
Tax Lot(s): 00402
Project Name: Clairmont Mobile Homes
Meeting Date: June 12, 2019
Reviewer(s): Sang Pau

General Comments

1. A complete land use application will typically include a preliminary stormwater report and preliminary construction plans showing all public improvements, including sewer, water, grading and erosion control, and stormwater facilities. The application should also include a narrative responding to all sections of the Oregon City Municipal Code (OCMC) applicable to the proposed development. See provided checklists at <https://www.orcity.org/publicworks/engineering-development-services-checklists>
2. The City will issue a Staff Report in response to the contents of the application package provided by the applicant. Once a Staff Report is issued, staff strongly encourages a pre-design meeting with the project engineer to discuss plan requirements, conditions of approval, and process.
3. All applicable conditions of approval contained in the Staff Report must be addressed by providing the appropriate document (E.G. construction plans, reports, etc.) which must be reviewed and approved prior to issuance of building permits.
4. All applicable System Development Charges (SDC) shall be due and payable upon building permit issuance. The applicant will need to complete a SDC request form, found on the City's website. Water SDCs will not be required if the development does not propose to add a new city metered service line.
5. The applicant will be required to execute a Non-Remonstrance Agreement for the purpose of making sanitary sewer, storm sewer, water or street improvements in the future that benefit the Property and assessing the cost to benefited properties.
6. The contractor for the applicant will be required to attend a pre-construction meeting prior to any work beginning onsite.
7. All public improvements must be bonded with a 120% performance bond prior to the beginning of construction. Public improvements are defined as public utility extensions and roadway improvements within existing right-of-way. Public improvements may also be on private property in

certain circumstances. This bond is released at the end of the construction period once the city has given final acceptance.

8. All newly constructed public improvements shall be maintained for a two-year period following their acceptance of construction with a 15% maintenance bond. Newly constructed public improvements consist of those improvements within existing right of way and those that were constructed on private land to be deeded for City ownership following approval of a plat. This bond is released at the end of the maintenance period (typically 2 years).
9. An erosion control application and review must be completed prior to issuance of construction permit : <https://www.orcity.org/publicworks/erosion-control-0>

Streets

1. Clairmont Way is classified as a Residential Collector. The following tables show the existing road section and the maximum section for a “Residential Collector” road per city code.

Existing Street Section on the development’s side of centerline (approximated).

Road Classification	Zoning	R.O.W. width	Road Width	Public Access	Sidewalk	Landscape Strip & Curb	Bike Lane	Street parking	Travel Lanes	Median
Collector	Residential	30’	20’	None	5’	5’	5’	None	(1) 12’	None

Maximum Street Section on the development’s side of centerline (per code)

Road Classification	Zoning	R.O.W. width	Road Width	Public Access	Sidewalk	Landscape Strip & Curb	Bike Lane	Street parking	Travel Lanes	Center turn lane
Residential	Residential	42.5’	29.5’	0.5’	5’	7.5’	6’	7’	(2) 11’	11’

The existing sidewalk landscape strip may remain as is since those improvements appear to meet minimum residential frontage improvement requirements. In consultation with the City’s transportation consultant, it has been determined that the existing roadway does not require improvement.

2. The existing driveways off Clairmont Way will need to be reconstructed to meet ADA requirements.
3. One street tree shall be planted for every thirty-five feet of property frontage. Trees placed adjacent to the ROW may meet this requirement if a covenant is executed with the Planning Department.
4. The development will be required to provide a 10-foot-wide Public Utility Easement (PUE) along all property lines fronting a ROW.
5. Overhead utilities (the lines crossing Clairmont Way into the development property) are required to be relocated underground. Coordination with overhead utility provider is required.
6. Street lighting along the frontage of the development appears to be substandard. Illumination plans which meet specifications found in the Illuminating Engineering Society of North America (IESNA) ANSI RP-8-14 Roadway Lighting book will be required. The materials for this design must be from the

latest PGE approved material list. If the applicant feels that there is adequate street lighting, the applicant shall submit a photometric plan showing how existing conditions meet IESNA ANSI RP-8-14 standards. For energizing of streetlights and to obtain the latest PGE approved material list, contact the following PGE Outdoor Lighting Services Department Design Project Managers.

Lisa Guarnero (Primary)
(503) 742-8299
Lisa.guarnero@pgn.com

Jeff Steigleder (Back-Up)
(503) 672-5462
Jeffery.Steigleder@pgn.com

7. Reduction to the standard improvements, ROW dedication and other deviations from the City's street design standards may be requested through the modification process outlined in OCMC 12.04.007. Proposed modifications may require additional evidence for review.

Stormwater

1. The Oregon City Stormwater and Grading Design Standards can be found online at: <https://www.orcity.org/publicworks/stormwater-and-grading-design-standards>.
2. Projects within the General Thresholds (Section 1.2.1) of the Stormwater and Grading Design Standard, are subject to the requirements of the City's Stormwater and Grading Design Standards. The project, as described in the Pre-Application submittal, appears to trigger part A (see below) of the General Thresholds.
 - A. Development activities that result in 5,000 square feet of new or replaced impervious surface, cumulative over a 5-year period.
 - B. Development activities that will result in the **creation of more than 500 square feet of new impervious surface within a Natural Resource Overlay District (NROD)** (as defined by Oregon City Municipal Code [OCMC] 17.49), cumulative over a 5-year period.
 - C. Development activities that will **disturb 1,000 square feet of existing impervious surface within a Natural Resource Overlay District (NROD)** (as defined by Oregon City Municipal Code [OCMC] 17.49), cumulative over a 5-year period.
3. Where compliance with the Stormwater and Grading Design Standards is required, applicants must submit a completed Site Assessment and Planning Checklist (and other items as described in Section 9.1.1 of the Stormwater and Grading Design Standards) as part of the land use application review process. At a minimum, to receive Completeness Approval, the applicant should submit a preliminary stormwater report addressing the following items from Section 9.1.1 of the City's Stormwater and Grading Design Standards.
 - A. Stormwater management strategy
 - B. A site plan showing an adequately sized stormwater facility based on Stormwater Best Management Practices (BMP) Sizing Tool or sized using the Engineered Method (as defined by City's Stormwater and Grading Design Standards).

- C. A geotechnical report or a Natural Resource Conservation Service (NRCS) soils report documenting onsite infiltration and soil conditions in support of a proposed stormwater management strategy.
 - D. Downstream analysis which extends to the distance where the project site contributes less than 15 percent of the cumulative tributary drainage area or 1,500 feet downstream of the approved point of discharge, whichever is greater, as required by Chapter 5 of the Stormwater and Grading Design Standards.
- 4. The nearest downstream stormwater facility is an 18-inch pipe located within the property boundary. This pipe directs flows north to a 48-inch pipe which runs along Beavercreek Road to the "Newell" basin.
 - 5. There are no known stormwater capacity issues with the site or surrounding areas.

Water

- 1. There is an existing 6-inch water main that runs within a public easement within the subject property. However, City GIS indicates that the path of the waterline does not follow the path of the public easement. The applicant will be required to confirm that the path of the waterline is within the easement. Additional easement may be required to contain the waterline.
- 2. There are two fire hydrants located along Clairmont Way and two located within the property.
- 3. The development is being served by (3) 2" meters.
- 4. The applicant must comply with all applicable Oregon Fire Code requirements per the direction of Clackamas Fire District 1.
- 5. There is no known water supply (capacity or pressure) issue.

Sanitary Sewer

- 1. An 8-inch sanitary sewer main runs along the southeast side of the subject property within a public easement. However, City GIS indicates that the path of the sewer main does not follow the path of the public easement. The applicant will be required to confirm that the path of the sewer main is within the easement. Additional easements may be required to contain the existing sewer main.
- 2. There are no known sanitary sewer capacity issues.

Other

- 1. Molalla Avenue is proposed for improvement and the existing driveway of the adjacent multifamily housing units (northeast of the development), which aligns with Adrian Way, will be limited right-turns for ingress and egress.
- 2. The proposed development does not reside within the Natural Resource Overlay District (NROD).

3. The proposed development does not reside within the Geologic Hazard area.
4. The proposed development resides within a High Water Table area. If the high-water table is part of a larger groundwater system rather than perched water, there may be additional requirements for the design of infiltration stormwater facilities.

Supplemental Information:

- I. Documentation required before any construction plan review can begin by Public Works (which is after a land use decision has been made):
 - A. Complete Engineering Plans (Public Improvements, all stormwater facilities, site grading and erosion control)
 - B. Preliminary Cost Estimate for construction of Public Improvements, all stormwater facilities, site grading and erosion control.
 - C. Plan Review Fee
 - D. Complete Storm Water Report and Site Assessment and Planning Checklist
- II. Documentation required before any construction plan can be deemed approved by Public Works (to be able to start construction or obtain a building permit):
 - a. Inspection Fee
 - b. Final Cost Estimate of Public Improvements
 - c. Approved Engineering Plan stamped and signed by an Oregon Professional Engineer
 - d. Approved Storm Water Report stamped and signed by an Oregon Professional Engineer
 - e. DEQ Permit
 - f. 120% Performance Bond (for work in the ROW)
 - g. Developer/Engineer Agreement
 - h. Non-Remonstrance Agreement
 - i. PGE approved street light plan
- III. Documentation required before Public Works will recommend Certificate of Occupancy or allow any buildings to be permitted for construction:
 - a. Engineer of Record Certificate of Completion
 - b. Completed Punchlist
 - c. 15% Warranty Guarantee
 - d. Recorded Easements
 - e. Private storm facilities - Maintenance Covenant and Access Easement

Clackamas County Fire District #1

Fire Prevention Office



To: **Diliana Vassileva, Assistant Planner, Oregon City Planning**

From: **Mike Boumann, Deputy Fire Marshal, Clackamas County Fire District #1**

Date: **6/19/2019**

Re: **Clairmont MHC, 21 new mobile home units, 13531 Clairmont Way, Oregon City**

This review is based upon the current version of the Oregon Fire Code (OFC), as adopted by the Oregon State Fire Marshal's Office. The scope of review is typically limited to fire apparatus access and water supply, although the applicant must comply with all applicable OFC requirements.

Fire Department Access and Water Supply

- 1) Provide address numbering that is clearly visible from the street.
- 2) The inside turning radius and outside turning radius for a 20' wide road shall not be less than 28 feet and 48 feet respectively, measured from the same center point.
- 3) Fire apparatus access roads shall have an unobstructed driving surface width of not less than 20 feet (26 feet adjacent to fire hydrants) and an unobstructed vertical clearance of not less than 13 feet 6 inches.
- 4) Provide an approved turnaround for dead end access roads exceeding 150 feet in length.
- 5) Fire Department turnarounds shall meet the dimensions found in the fire code applications guide.
- 6) Access streets between 26 feet and less than 32 feet in width must have parking restricted to one side of the street. Access streets less than 26 feet in width must have parking restricted on both sides of the street. No parking restrictions for access roads 32 feet wide or more.
- 7) Developers of private streets less than 32 feet in width must establish a street maintenance agreement that provides for enforcement of parking restrictions.
- 8) Fire Hydrants, One and Two-Family Dwellings & Accessory Structures: Where a portion of a structure is more than 600 feet from a hydrant on a fire apparatus access road, as measured in an approved route around the exterior of the structure(s), additional fire hydrants and mains shall be provided.
- 9) Please see our design guide at:
<http://www.clackamasfire.com/documents/fireprevention/firecodeapplicationguide.pdf>
- 10) If you have questions please contact Clackamas Fire District @503-742-2660



Exhibit G: Title Report



First American

First American Title Insurance Company

121 SW Morrison Street, Suite 300
Portland, OR 97204
Phn - (503)222-3651 (800)929-3651
Fax - (877)242-3513

**PUBLIC RECORD REPORT
FOR NEW SUBDIVISION OR LAND PARTITION**

Supplemental

THIS REPORT IS ISSUED BY THE ABOVE-NAMED COMPANY ("THE COMPANY") FOR THE EXCLUSIVE USE OF:

Andrew Cramer
PO Box 66850
Portland, OR 97290
Phone: (503)438-8622
Fax:

Date Prepared : June 09, 2020
Effective Date : 8:00 A.M on June 04, 2020
Order No. : 7019-3296756
Subdivision :

The information contained in this report is furnished by First American Title Insurance Company (the "Company") as an information service based on the records and indices maintained by the Company for the county identified below. This report is not title insurance, is not a preliminary title report for title insurance, and is not a commitment for title insurance. No examination has been made of the Company's records, other than as specifically set forth in this report. Liability for any loss arising from errors and/or omissions is limited to the lesser of the fee paid or the actual loss to the Customer, and the Company will have no greater liability by reason of this report. This report is subject to the Definitions, Conditions and Stipulations contained in it.

REPORT

- A. The Land referred to in this report is located in the County of Clackamas, State of Oregon, and is described as follows:

As fully set forth on Exhibit "A" attached hereto and by this reference made a part hereof.

- B. As of the Effective Date, the tax account and map references pertinent to the Land are as follows:

As fully set forth on Exhibit "A" attached hereto and by this reference made a part hereof.

- C. As of the Effective Date and according to the Public Records, we find title to the land apparently vested in:

As fully set forth on Exhibit "B" attached hereto and by this reference made a part hereof

- D. As of the Effective Date and according to the Public Records, the Land is subject to the following liens and encumbrances, which are not necessarily shown in the order of priority:

As fully set forth on Exhibit "C" attached hereto and by this reference made a part hereof.

EXHIBIT "A"
(Land Description Map Tax and Account)

SITUATED IN THE SOUTH HALF OF SECTION 5 AND THE NORTH HALF OF SECTION 8, TOWNSHIP 3 SOUTH, RANGE 2 EAST, WILLAMETTE MERIDIAN, AND ALSO BEING A PORTION OF THE S.N. VANCE DONATION LAND CLAIM, IN THE CITY OF OREGON CITY, COUNTY OF CLACKAMAS AND STATE OF OREGON, AND BEING DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHICH IS NORTH 89°12'30" EAST, A DISTANCE OF 2695.59 FEET AND SOUTH 13°17'00" EAST, A DISTANCE OF 1542.94 FEET FROM THE NORTHWEST CORNER OF THE S.N. VANCE DONATION LAND CLAIM, SAID POINT BEING THE SOUTHWEST CORNER OF A TRACT CONVEYED TO HILLINE CONSTRUCTION CO., BY A DEED RECORDED MAY 1, 1968, AS RECORDER'S FEE NO. 68-8117, CLACKAMAS COUNTY RECORDS, AND RUNNING THENCE NORTH 89°10'29" EAST, A DISTANCE OF 1062.09 FEET (A DEED DISTANCE OF 1062.36 FEET); THENCE SOUTH 30°11'30" EAST, A DISTANCE OF 778.26 FEET (A DEED DISTANCE OF 778.26 FEET) TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF CLAIRMONT WAY; THENCE SOUTH 45°24'34" WEST ON THE SAID NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 971.10 FEET (A DEED DISTANCE OF 972.05 FEET) TO THE SOUTHEASTERLY CORNER OF THE PLAT OF HILLENDALE NO. 4, AS RECORDED ON PAGE 26, BOOK 71 OF RECORDS OF PLAT, SAID COUNTY; THENCE LEAVING SAID RIGHT OF WAY LINE AND RUNNING ON THE EAST LINE OF SAID PLAT OF HILLENDALE NO. 4, NORTH 46°57'20" WEST, A DISTANCE OF 781.48 FEET (A DEED DISTANCE OF 781.48 FEET) TO AN ANGLE POINT; THENCE NORTH 13°18'52" WEST, A DISTANCE OF 827.98 FEET (A DEED DISTANCE OF 827.98 FEET) TO THE PLACE OF BEGINNING.

NOTE: This Legal Description was created prior to January 01, 2008.

Map No.: 32E05C 00402
Tax Account No.: 00846954

EXHIBIT "B"
(Vesting)

Clairmont MHC, LLC, an oregon limited liability company

EXHIBIT "C"
(Liens and Encumbrances)

1. Taxes for the fiscal year 2019-2020 a lien due, but not yet payable
2. City liens, if any, of the City of Oregon City.
3. Easement, including terms and provisions contained therein:
Recording Information: October 5, 1973 as Fee No. 73031831
For: Water line
4. Easement, including terms and provisions contained therein:
Recording Information: October 5, 1973 as Fee No. 73031832
In Favor of: City of Oregon City
For: Sanitary sewer
5. An easement created by instrument, including terms and provisions thereof.
Recorded: September 30, 1974 as Fee No. 74027740

And by instrument:
Recording Information: October 28, 1974 as Fee No. 74030394
In Favor of : Adjacent Property Owners
For: Ingress and Egress
6. City of Oregon City Permit and Notice of Encroachment of Mobile Homes onto Sanitary Sewer and Water Line Easements, including terms and provisions thereof.
Recorded: September 7, 1995 as Fee No. 95054307
7. Broadband Easement and Right of Entry Agreement, including terms and provisions thereof.
Recorded: September 22, 2000 as Fee No. 2000 062071
8. Matters set forth on survey dated October 18, 2000 by Land Tech, Inc., Job No. 1347, as follows:

Fence line lying Easterly of the Westerly boundary line and lying Northerly and Southerly of the North Boundary line.
9. Assignment of leases and/or rents and the terms and conditions thereof:
Assignor: Clairmont Manufactured Housing Park, Inc., an Oregon Corporation
Assignee: CIBC Inc., a Delaware Corporation
Recorded: November 04, 2004
Recording Information: Fee No. 2004 102001

The Assignment of Leases and Rents interest under the lease has been assigned to Wells Fargo Bank, N.A., as Trustee for J.P. Morgan Chase Commercial Mortgage Securities Corp., Commercial Mortgage Pass Through Certificates, Series 2005-CIBC11 by assignment recorded October 28, 2005 as Fee No. 2005 107660 of Official Records.

10. Deed of Trust and Assignment of Rents.

Grantor/Trustor: Clairmont Manufactured Housing Park, LLC, an oregon limited liability company
Grantee/Beneficiary: JPMorgan Chase Bank, N.A.
Trustee: Chicago Title
Amount: \$9,400,000.00
Recorded: August 31, 2016
Recording Information: Fee No. 2016 059394

Memorandum of Assumption Agreement recorded March 12, 2019 as Fee No. 2019 012651

11. Unrecorded leases or periodic tenancies, if any.

NOTE: Taxes for the year 2018-2019 PAID IN FULL

Tax Amount: \$46,898.81
Map No.: 32E05C 00402
Property ID: 00846954
Tax Code No.: 062-002

NOTE: This Preliminary Title Report does not include a search for Financing Statements filed in the Office of the Secretary of State, or in a county other than the county wherein the premises are situated, and no liability is assumed if a Financing Statement is filed in the Office of the County Clerk covering Fixtures on the premises wherein the lands are described other than by metes and bounds or under the rectangular survey system or by recorded lot and block.

DEFINITIONS, CONDITIONS AND STIPULATIONS

1. **Definitions.** The following terms have the stated meaning when used in this report:
 - (a) "Customer": The person or persons named or shown as the addressee of this report.
 - (b) "Effective Date": The effective date stated in this report.
 - (c) "Land": The land specifically described in this report and improvements affixed thereto which by law constitute real property.
 - (d) "Public Records": Those records which by the laws of the state of Oregon impart constructive notice of matters relating to the Land.
2. **Liability of the Company.**
 - (a) THIS REPORT IS NOT AN INSURED PRODUCT OR SERVICE OR A REPRESENTATION OF THE CONDITION OF TITLE TO REAL PROPERTY. IT IS NOT AN ABSTRACT, LEGAL OPINION, OPINION OF TITLE, TITLE INSURANCE COMMITMENT OR PRELIMINARY REPORT, OR ANY FORM OF TITLE INSURANCE OR GUARANTY. THIS REPORT IS ISSUED EXCLUSIVELY FOR THE BENEFIT OF THE APPLICANT THEREFOR, AND MAY NOT BE USED OR RELIED UPON BY ANY OTHER PERSON. THIS REPORT MAY NOT BE REPRODUCED IN ANY MANNER WITHOUT FIRST AMERICAN'S PRIOR WRITTEN CONSENT. FIRST AMERICAN DOES NOT REPRESENT OR WARRANT THAT THE INFORMATION HEREIN IS COMPLETE OR FREE FROM ERROR, AND THE INFORMATION HEREIN IS PROVIDED WITHOUT ANY WARRANTIES OF ANY KIND, AS-IS, AND WITH ALL FAULTS. AS A MATERIAL PART OF THE CONSIDERATION GIVEN IN EXCHANGE FOR THE ISSUANCE OF THIS REPORT, RECIPIENT AGREES THAT FIRST AMERICAN'S SOLE LIABILITY FOR ANY LOSS OR DAMAGE CAUSED BY AN ERROR OR OMISSION DUE TO INACCURATE INFORMATION OR NEGLIGENCE IN PREPARING THIS REPORT SHALL BE LIMITED TO THE FEE CHARGED FOR THE REPORT. RECIPIENT ACCEPTS THIS REPORT WITH THIS LIMITATION AND AGREES THAT FIRST AMERICAN WOULD NOT HAVE ISSUED THIS REPORT BUT FOR THE LIMITATION OF LIABILITY DESCRIBED ABOVE. FIRST AMERICAN MAKES NO REPRESENTATION OR WARRANTY AS TO THE LEGALITY OR PROPRIETY OF RECIPIENT'S USE OF THE INFORMATION HEREIN.
 - (b) No costs (including, without limitation attorney fees and other expenses) of defense, or prosecution of any action, is afforded to the Customer.
 - (c) In any event, the Company assumes no liability for loss or damage by reason of the following:
 - (1) Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records.
 - (2) Any facts, rights, interests or claims which are not shown by the Public Records but which could be ascertained by an inspection of the land or by making inquiry of persons in possession thereof.
 - (3) Easements, liens or encumbrances, or claims thereof, which are not shown by the Public Records.
 - (4) Discrepancies, encroachments, shortage in area, conflicts in boundary lines or any other facts which a survey would disclose.
 - (5) (i) Unpatented mining claims; (ii) reservations or exceptions in patents or in Acts authorizing the issuance thereof, (iii) water rights or claims or title to water.
 - (6) Any right, title, interest, estate or easement in land beyond the lines of the area specifically described or referred to in this report, or in abutting streets, roads, avenues, alleys, lanes, ways or waterways.
 - (7) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use or enjoyment on the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the Public Records at the effective date hereof.
 - (8) Any governmental police power not excluded by 2(d)(7) above, except to the extent that notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the Public Records at the effective date hereof.
 - (9) Defects, liens, encumbrances, adverse claims or other matters created, suffered, assumed, agreed to or actually known by the Customer.
3. **Charge.** The charge for this report does not include supplemental reports, updates or other additional services of the Company.

AGREEMENT FOR EASEMENT

THIS AGREEMENT, Made and entered into this _____ day of September, 1973, by and between RANDALL CONSTRUCTION CO., INC. hereinafter called the first party, and CITY OF OREGON CITY, hereinafter called the second party;

WITNESSETH:

WHEREAS: The first party is the record owner of the following described real estate in CLACKAMAS County, State of Oregon, to-wit:

A tract of land in the S. N. Vance Donation Land Claim in Sections 5 and 6, T 3 S., R 2 E., of the M.M., County of Clackamas, State of Oregon, further described as follows:

Beginning at the northwest corner of the S. N. Vance Donation Land Claim; thence North 89° 12' 30" East along the north line of said claim, 2695.59 feet to a point from which an iron rod bears South 13° 17' East 30.72 feet; thence South 13° 17' East (called South 12° 45' East in earlier deeds) a distance of 1007.94 feet to a marked stone at the Northwest corner of a tract of land conveyed to Hi-Line Construction Co., Inc. a Washington corporation by deed recorded May 1, 1968; Fee No. 68 8117, Deed Records; thence continuing South 13° 17' East following the north boundary line of said Hi-Line Construction Co., Inc. tract a distance of 535.0 feet to an iron rod at the southwest corner of said Hi-Line Tract and the true point of beginning of the tract to be described herein; thence North 89° 13' 20" East following the south boundary line of said Hi-Line Construction Co., Inc. tract a distance of 1440.88 feet to an iron rod; thence continuing North 89° 13' 20" East 0.2 feet, more or less, to the westerly line of the Oregon City-Molalla Highway; thence tracing said westerly line South 30° 11' 30" East 105.0 feet, more or less, to an angle corner in said westerly line and North 59° 48' 30" East 10 feet; and South 30° 11' 30" East 590 feet, more or less, to the southeast line of a Portland General Electric power line easement described in Book 615, page 753, Deed Records of Clackamas County; thence leaving the westerly line of the highway and tracing the southwest line of the easement South 45° 27' 50" West a distance of 1268.14 feet to a point in the southwesterly boundary line of a tract of land described in Contract to Hi-Line Construction Co., Inc. recorded July 31, 1961, in Book 31, page 791, Miscellaneous Records; thence North 46° 52' 30" West along said southwest line 966.47 feet to the south corner of the John Meyers tract described in Deed Book P, page 76, and called South 442.4 feet and West 731.6 feet from the one-quarter corner on the south line of Section 5 in some deeds; thence North 13° 17' West 827.67 feet to the true point of beginning.

73 31831

Approved by
Title Insurance Company

and has the unrestricted right to grant the easement hereinafter described relative to said real estate;
NOW, THEREFORE, in view of the premises and in consideration of One Dollar (\$1) by the second party to the first party paid and other valuable considerations, the receipt of all of which hereby is acknowledged by the first party, they agree as follows:

The first party does hereby grant, assign and set over to the second party

For use, Construction, and Maintenance of Water Line.

(Insert here a full description of the nature and type of the easement granted to the second party.)

The second party shall have all rights of ingress and egress to and from said real estate (including the right from time to time, except as hereinafter provided, to cut, trim and remove trees, brush, overhanging branches and other obstructions) necessary for the second party's use, enjoyment, operation and maintenance of the easement hereby granted and all rights and privileges incident thereto.

Except as to the rights herein granted, the first party shall have the full use and control of the above described real estate.

The second party hereby agrees to hold and save the first party harmless from any and all claims of third parties arising from second party's use of the rights herein granted.

The easement described above shall continue for a period of Perpetual, always subject, however, to the following specific conditions, restrictions and considerations:

If this easement is for a right of way over or across first party's said real estate, the center line of said easement is described as follows:

Centerline description of a strip of land 15.00 feet in width (7.50 feet on each side of the following described centerline) to be used for waterline easement purposes, said strip of land located in the Samuel Vance D.L.C. in Sections 5 and 8 T.3S., R.2E., W.M., Oregon City Clackamas County, Oregon.

Beginning at a point on the Northerly boundary line of a tract of land purchased by Randall Construction Co. and recorded February 1, 1972 and recorded in Deed Records (472-3366) said point of beginning located 45.00 feet from the centerline of Molalla Highway (when measured at right angles) said point being 1434.91 feet Easterly of the Northwesterly corner of the aforesaid Randall Tract;

thence S30°11'30"E parallel to the centerline of the Molalla Highway a distance of 501.88 feet to the Northerly right of way of a 60.00 foot road (Clairmont Way);

thence N30°11'30"W parallel to the centerline of said Molalla Highway a distance of 10.32 feet to a point being Northwesterly a distance of 10.00 feet from (when measured at right angles) of the Northerly right of way of said 60.00 foot road (Clairmont Way);

thence S45°24'34"W parallel to said 60.00 foot road (Clairmont Way) a distance of 818.95 feet;

thence N45°24'34"E parallel to said 60.00 foot road (Clairmont Way) a distance of 30.00 feet to a point designated Point "A";

thence N46°00'45"W 329.30 feet;

thence N24°00'45"W 249.00 feet;

thence S75°54'15"W 169.00 feet;

thence S61°32'15"W 222.00 feet;

thence S57°24'15"W 118.00 feet;

thence N16°15'45"W 152.00 feet;

thence S76°41'08"W 145.78 feet to the Westerly line of said Randall Tract and the end of the waterline easement.

For clarification of the location of the end of said easement in relationship to the Randall Tract the following courses and distances are given returning to Point "A";

thence S13°18'52"E along the Westerly line of said Randall Tract a distance of 202.13 feet to a stone with "X";

thence continuing along said Westerly line S46°54'02"E a distance of 781.64 feet to the Northerly right of way line of said 60.00 foot road (Clairmont Way);

thence N45°24'34"E along said Northerly right of way line 520.86 feet;

thence N44°35'26"W 10.00 feet to a Point "A".

The intent of this easement as described above is to include 7.5 feet each side of the water line as constructed on this property, known as Clairmont Mobile Home Estates.

2

and second party's right of way shall be parallel with said center line and not more than 7.5 feet distant from either side thereof.

Mobile Home Park, Oregon City - RC 267

3

This agreement shall bind and inure to the benefit of, as the circumstances may require, not only the immediate parties hereto but also their respective heirs, executors, administrators and successors in interest as well.

In construing this agreement and where the context so requires, words in the singular include the plural; the masculine includes the feminine and the neuter; and generally, all changes shall be made or implied so that this instrument shall apply both to individuals and to corporations.

IN WITNESS WHEREOF, the parties hereto have subscribed this instrument in duplicate on this the day and year first hereinabove written.

Robert D. Randall
ROBERT D. RANDALL, President
RANDALL CONSTRUCTION CO., INC.



(If the above named first party is a corporation, use the form of acknowledgment opposite.)

1025 (3-4-70)

STATE OF OREGON,)
County of Multnomah) ss.
Personally appeared the above named _____, 19____
and acknowledged the foregoing instrument to be _____
voluntary act and deed.

STATE OF OREGON, County of Multnomah) ss.
September 19, 19____
Personally appeared Robert D. Randall, _____ and
_____ who, being duly sworn,
each for himself and not one for the other, did say that the former is the
president and that the latter is the
secretary of
RANDALL CONSTRUCTION CO., INC. a corporation,
and that the seal affixed to the foregoing instrument is the corporate seal
of said corporation and that said instrument was signed and sealed in behalf
of said corporation by authority of its board of directors, and each of them,
acknowledged said instrument to be its voluntary act and deed.

(OFFICIAL SEAL)

Before me:
Notary Public for Oregon
My commission expires: _____

Before me:
Notary Public for Oregon
My commission expires: 10/1/73



AGREEMENT FOR EASEMENT
(ROR No. 924)

STRENGTHENED LAW FIRM CO., PORTLAND, ORE.

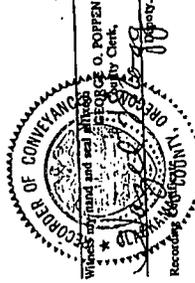
BETWEEN

RANDALL CONSTRUCTION CO., INC.

STATE OF OREGON,)
County of Clatsop) ss.

I, George D. Poppen, County Clerk, Ex-Officio Recorder of Conveyances and Ex-Officio Clerk of the Circuit Court of the State of Oregon, for the County of Clatsop, do hereby certify that the within instrument of writing was received for and recorded in the records of said county at _____

1973 OCT 5 PM 4 16
73 31831 DEED



AFTER RECORDING RETURN TO

Randall Construction Co., Inc.
4242 S. E. Millwaukie Ave.
Portland, Oregon 97202

4

1-540-21 RECEIVED

APR 1 1973

CITY RECORDER
CLACKAMAS COUNTY, OREGON

AGREEMENT FOR EASEMENT

THIS AGREEMENT, Made and entered into this 9th day of April, 1973, by and between RANDALL CONSTRUCTION CO., INC., hereinafter called the first party, and CITY OF OREGON CITY, hereinafter called the second party;

WITNESSETH:

WHEREAS: The first party is the record owner of the following described real estate in CLACKAMAS County, State of Oregon, to-wit:

A tract of land in the S. N. Venge Donation Land Claim in Sections 5 and 6, T 3 S., R 2 E., of the W.M., County of Clackamas, State of Oregon, further described as follows:

Beginning at the northwest corner of the S. N. Vance Donation Land Claim; thence North 89° 12' 30" East along the north line of said claim, 2695.59 feet to a point from which an iron rod bears South 13° 17' East 30.72 feet; thence South 13° 17' East (called South 12° 45' East in earlier deeds) a distance of 1007.94 feet to a marked stone at the Northwest corner of a tract of land conveyed to Hi-Line Construction Co., Inc. a Washington corporation by deed recorded May 1, 1968, Fee No. 68 8117, Deed Records; thence continuing South 13° 17' East following the south boundary line of said Hi-Line Construction Co., Inc. tract a distance of 535.0 feet to an iron rod at the southwest corner of said Hi-Line Tract and the true point of beginning of the tract to be described herein; thence North 89° 13' 20" East following the south boundary line of said Hi-Line Construction Co., Inc. tract a distance of 1440.88 feet to an iron rod; thence continuing North 89° 13' 20" East 0.2 feet, more or less, to the westerly line of the Oregon City-Molalla Highway; thence tracing said westerly line South 30° 11' 30" East 105.0 feet, more or less, to an angle corner in said westerly line and North 59° 48' 30" East 10 feet; and South 30° 11' 30" East 590 feet, more or less, to the southeast line of a Portland General Electric power line easement described in Book 615, page 753, Deed Records of Clackamas County; thence leaving the westerly line of the highway and tracing the southwest line of the easement South 45° 27' 50" West a distance of 1268.14 feet to a point in the southwesterly boundary line of a tract of land described in Contract to Hi-Line Construction Co., Inc. recorded July 21, 1961, in Book 31, page 791, Miscellaneous Records; thence North 46° 52' 30" West along said southwest line 966.47 feet to the south corner of the John Meyers tract described in Deed Book P, page 76, and called South 442.4 feet and West 731.6 feet from the one-quarter corner on the south line of Section 5 in some deeds; thence North 13° 17' West 827.67 feet to the true point of beginning.

73 31832

Specialty SR
Sovereign National
Title Insurance Company

and has the unrestricted right to grant the easement hereinafter described relative to said real estate;
NOW, THEREFORE, in view of the premises and in consideration of One Dollar (\$1) by the second party to the first party paid and other valuable considerations, the receipt of all of which hereby is acknowledged by the first party, they agree as follows:
The first party does hereby grant, assign and set over to the second party

For use, Construction and Maintenance of Sanitary Sewer

(Insert here a full description of the nature and type of the easement granted to the second party.)
The second party shall have all rights of ingress and egress to and from said real estate (including the right from time to time, except as hereinafter provided, to cut, trim and remove trees, brush, overhanging branches and other obstructions) necessary for the second party's use, enjoyment, operation and maintenance of the easement hereby granted and all rights and privileges incident thereto.
Except as to the rights herein granted, the first party shall have the full use and control of the above described real estate.
The second party hereby agrees to hold and save the first party harmless from any and all claims of third parties arising from second party's use of the rights herein granted.
The easement described above shall continue for a period of PERPETUAL, always subject, however, to the following specific conditions, restrictions and considerations:

If this easement is for a right of way over or across first party's said real estate, the centerline easement is described as follows:
feet northerly of the northerly right of way line of a 60.00 feet dedicated street (Clairmont Way);

Thence South $45^{\circ}24'34''$ West parallel to and 53.00 feet northerly of (when measured at right angles) the northerly right of way line of said Clairmont Way a distance of 890.91 feet;

Thence South $03^{\circ}38'41''$ East a distance of 70.17 feet to a point on the northerly right of way line of said Clairmont Way and the termination of the afore described easement.

Said sewer line easement located over and across said Randall tract as the existing sewer line is now located.

2

and second party's right of way shall be parallel with said center line and not more than 7.5 feet distant from either side thereof.

Mobile Home Park, Oregon City - RC 267

3

This agreement shall bind and inure to the benefit of, as the circumstances may require, not only the immediate parties hereto but also their respective heirs, executors, administrators and successors in interest as well.

In construing this agreement and where the context so requires, words in the singular include the plural; the masculine includes the feminine and the neuter; and generally, all changes shall be made or implied so that this instrument shall apply both to individuals and to corporations.

IN WITNESS WHEREOF, the parties hereto have subscribed this instrument in duplicate on this, the day and year first hereinabove written.



Robert D. Randall
ROBERT D. RANDALL, PRESIDENT
RANDALL CONSTRUCTION CO., INC.

(If the above named first party is a corporation, use the form of acknowledgment opposite.)

(ORS 93.490)

STATE OF OREGON,)
County of _____) ss.
Personally appeared the above named _____, 19____, and acknowledged the foregoing instrument to be _____ voluntary act and deed.

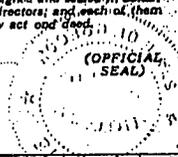
STATE OF OREGON, County of MULTNOMAH) ss.
April 9, 1973

Personally appeared ROBERT D. RANDALL _____ and _____ who, being duly sworn, each for himself and not one for the other, did say that the former is the president and that the latter is the secretary of

RANDALL CONSTRUCTION CO., INC., a corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors; and each of them acknowledged said instrument to be its voluntary act and deed.

Before me:
(OFFICIAL SEAL)
Notary Public for Oregon
My commission expires:

Before me:
Notary Public for Oregon
My commission expires: 3-25-77



AGREEMENT FOR EASEMENT

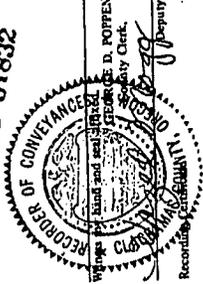
(FORM No. 703)
STEVENS-HESS LAW FIRM CO., PORTLAND, ORE.

BETWEEN
RANDALL CONSTRUCTION CO., INC.

STATE OF OREGON,
County of Clatsop,

I, George D. Poppes, County Clerk, Ex-Officio Recorder of Conveyances and Ex-Officio Clerk of the Circuit Court of the State of Oregon, for the County of Clatsop, do hereby certify that the within instrument of writing was received for and recorded in my records of said county at

APR 16 1973
DEED
73 31832



AFTER RECORDING RETURN TO

Deputy
Randall Construction Co., Inc.
4242 S. E. Millwaukie Ave.
Portland, Oregon 97202

4

2

J

WARRANTY DEED (INDIVIDUAL)

Norman V. Helzer and Jean Helzer, also known as M. Jean Helzer,
husband and wife

David J. DeBerard and Patricia J. DeBerard, husband and wife

all that real property situated in the County
of Clackamas, State of Oregon, described as:

Lot 21, PALISADES PARK PLAT NO. 4-A

7022607

and covenant(s) that grantor is the owner of the above described property free of all encumbrances except the
conditions and restrictions recorded in Book 562 Page 674 and amended
in Book 566 Page 758

and will warrant and defend the same against all persons who may lawfully claim the same, except as shown above.

The true and actual consideration for this transfer is \$ 62,000.00

Dated this 18 day of January, 19 74.

Mail tax statements to:
David J. DeBerard
2765 Dellwood Drive
Lake Oswego, Oregon 97034

Norman V. Helzer
M. Jean Helzer

STATE OF OREGON, County of Clackamas ss.

January 18, 19 74 personally appeared the above named
Norman V. Helzer and M. Jean Helzer and acknowledged the foregoing
instrument to be their voluntary act and deed.

Before me:

David J. DeBerard
Notary Public for Oregon
My commission expires: 11/11/75

- The dollar amount should include cash plus all encumbrances existing against the property to which the property remains subject or which the purchaser agrees to pay or assume.
- If consideration includes other property or value, add the following: "However, the actual consideration consists of or includes other property or value given or promised which is part of the/the whole consideration." (Indicate which)

WARRANTY DEED (INDIVIDUAL)

Norman V. Helzer et ux

TO

David J. DeBerard et ux

After Recording Return to:

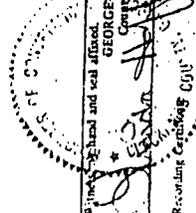
TRANSAMERICA TITLE INSURANCE CO.
245 B AVENUE
LAKE OSWEGO, OREGON 97034

74 2774

STATE OF OREGON,
County of Clackamas, }

L. George D. Poppert, County Clerk, Ex-Officio
Recorder of Conveyances and Ex-Officio Clerk
of the Circuit Court of the State of Oregon, for
the County of Clackamas, do hereby certify that
the within instrument, as hereby certified that
and being duly recorded in said county at
1974 FEB 5 AM 9 27

DEED



to d
J.
title
Deputy

74 2774

127-278

BARGAIN AND SALE DEED

KNOW ALL MEN BY THESE PRESENTS, That T. & R. PROPERTIES, LTD., a limited partnership

hereinafter called grantor, does hereby grant, bargain, sell and convey unto THE ROBERT RANDALL COMPANY, who took title as RANDALL CONSTRUCTION CO., INC. hereinafter called grantee, and unto grantee's heirs, successors and assigns all of that certain real property with the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, situated in the County of Clackamas, State of Oregon, described as follows, to-wit:

A tract of land in the S. N. Vance D. L. C. in Sections 5 and 8, T. 3S., R. 2E., of the W. M., further described as follows: Beginning at the north-west corner of the S. N. Vance D. L. C.; thence north 89° 12' 30" east along the north line of said claim, 2695.59 feet to a point from which an iron rod bears south 13° 17' east 30.72 feet; thence south 13° 17' east (called south 12° 45' east in earlier deeds) a distance of 1007.94 feet to a marked stone at the northwest corner of a tract of land conveyed to Hi-Line Construction Co., Inc. a Washington corporation by deed recorded May 1, 1968, Fee No. 68 8117; thence continuing south 13° 17' east following the west boundary line of said Hi-Line Construction Co., Inc. tract, a distance of 535.0 feet to an iron rod at the southwest corner of said Hi-Line tract; thence north 89° 10' 29" east along the southerly boundary line of said Hi-Line Construction Co., Inc. tract a distance of 1027.63 feet to the true point of beginning of this description; thence continuing N 89° 10' 29" E 34.42 ft; thence S 30° 11' 30" E 778.26 ft. to a point on the northerly R/W line of Clairmont Way; thence S 45° 24' 34" West along said R/W line 30.94 ft; thence N 30° 11' 30" west 799.70 ft to the true point of beginning.

RESERVING unto the grantors an Easement for ingress and egress over and across the above described property.

To Have and to Hold the same unto the said grantee and grantee's heirs, successors and assigns forever.

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$ no consideration. However, the actual consideration consists of or includes other property or value given or promised which is part of the consideration (indicate which). (The sentence between the symbols @, if not applicable, should be deleted. See ORS 93.030.)

In construing this deed and where the context so requires, the singular includes the plural and all grammatical changes shall be implied to make the provisions hereof apply equally to corporations and to individuals.

In Witness Whereof, the grantor has executed this instrument this 15th day of October, 1974. If a corporate grantor, it has caused its name to be signed and seal affixed by its officers, duly authorized therefor by order of its board of directors.

T. & R. PROPERTIES, LTD. BY: [Signature] Managing Partner

STATE OF OREGON, County of Multnomah, October 15, 1974

STATE OF OREGON, County of [blank], Personally appeared [blank] who, being duly sworn, each for himself and not one for the other, did say that the former is the president and that the latter is the secretary of [blank]

Personally appeared the above named Robert D. Randall Mg. Ptnr. T & R Properties, Ltd.

and acknowledged the foregoing instrument to be his voluntary act and deed. I, [blank] a corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors; and each of them acknowledged said instrument to be its voluntary act and deed.

Notary Public for Oregon My commission expires 9/17/77

Notary Public for Oregon My commission expires: [blank]

T & R Properties, Ltd. 4242 S. E. Milwaukie Ave, Portland, Oregon 97202

The Robert Randall Company 4242 S. E. Milwaukie Ave. Portland, Oregon 97202

The Robert Randall Company 4242 S. E. Milwaukie Ave. Portland, Oregon 97202

The Robert Randall Company 4242 S. E. Milwaukie Ave. Portland, Oregon 97202

STATE OF OREGON, DEPT. OF CONVEYANCES, CLACKAMAS COUNTY, OREGON

George D. Poppen, County Clerk, Ex-Officio Recorder of Conveyances and Ex-Officio Clerk of the Circuit Court of the State of Oregon, for the County of Clackamas, do hereby certify that the within instrument of writing was received for recording on [blank] and recorded in Clackamas County, Oregon on 1974 OCT 28 PM 4 05



74 30394

10



CITY OF OREGON CITY

Incorporated 1844

Return:
Community Development
P.O. Box 351
Oregon City, OR 97045-0021
503-657-0891

RE: CLAIRMONT MOBILE HOME PARK
SANITARY SEWER EASEMENT
WATER LINE EASEMENT
CLARIFICATION POINTS

TO WHOM IT MAY CONCERN:

A survey of the Clairmont Mobile Home Park (legal description attached hereto as Exhibit "A") reveals that the public sanitary sewer easement, and the water line easement crosses the mobile home park property, and that a portion of several mobile homes are sited over the easements.

The placement of homes shall continue to be permitted, and if necessary, removal and replacement of other units on the affected spaces will also be permitted. Should it become necessary to perform repairs on the lines, and it is not possible to accomplish the work without disturbing the unit(s), the mobile home park owner shall be responsible for removal and replacement of the unit(s) to allow the necessary repair work to be accomplished.

Issued this 24th day of August, 1995.

Authorized By:

City of Oregon City

By: Neal Robinson

Print Name and Title:
NEAL ROBINSON
SENIOR ENGINEER

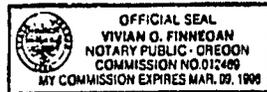
STATE OF OREGON)
)ss.
COUNTY OF CLACKAMAS)

This instrument was acknowledged before me on August 24, 1995

by Neal Robinson

Vivian G. Finnegan
Notary Public for Oregon

My Commission Expires 3-09-96



END OF THE OREGON TRAIL-BEGINNING OF OREGON HISTORY

95 54307

FIDELITY NATIONAL TITLE 518249-111

EXHIBIT A

PARCEL I:

A tract of land in the S. N. Vance Donation Land Claim in Sections 5 and 8, Township 3 South, Range 2 East of the Willamette Meridian in Clackamas County, Oregon, described as follows:

BEGINNING at the Northwest corner of the S. N. Vance Donation Land Claim; thence North 89°12'30" East along the North line of said claim, 2695.59 feet to a point from which an iron rod bears South 13°17' East, 30.72 feet; thence South 13°17' East (called South 12°45' East in earlier deeds), 1007.94 feet to a marked stone at the Northwest corner of a tract conveyed to Hi-Line Construction Co., Inc., a Washington corporation, by deed recorded May 1, 1968 as Recorder's Fee No. 78-8117, Clackamas County Records; thence continuing South 13°17' East following the West line of said Hi-Line Construction Co., Inc. tract, 535.0 feet to an iron rod at the Southwest corner of said Hi-Line tract and the true point of beginning; thence North 89°10'29" East along the Southerly line of said Hi-Line Construction Co., Inc. tract, a distance of 1062.36 feet; thence South 10°11'30" East, 778.26 feet to a point on the Northerly line of Clairmont Way; thence along said Northerly line of Clairmont Way South 45°24'34" West, 972.05 feet to the Southwesterly line of a tract described in contract of sale to Hi-Line Construction Inc., recorded July 31, 1961, in Book 31, Page 791, Clackamas County Miscellaneous Records; thence North 46°54'02" West, 781.64 feet along said Southwesterly line to the South corner of the John Meyers tract, described in Book "P", Page 76, Clackamas County Deed Records; thence North 13°18'53" West, 827.98 feet to the true point of beginning.

PARCEL II:

BEGINNING at the Southwesterly corner of the parcel first described above; thence South 46°54'02" East to an iron rod on the Southerly right of way line of said Clairmont Way; thence North 45°24'34" East along said right of way line, 298.15 feet to the true point of beginning; thence South 44°35'26" East, 125.0 feet; thence North 45°24'34" East, 196.0 feet; thence North 44°35'26" West, 125.0 feet to a point on the above-mentioned right of way line; thence South 45°24'34" West along said right of way line, 196.0 feet to the true point of beginning.

2

STATE OF OREGON
County of Clackamas
I, John Kalliffrank, County Clerk, for the County of Clackamas do hereby certify that the attachment of writing was received for recording in the records of said county at

95 SEP -7 10:11:14



Witness my hand and seal at the
John Kalliffrank
County Clerk

Recording Certificate
CCP-44 (Rev. 8-11)

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JOHN KAUFFMAN, COUNTY CLERK

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CLACKAMAS COUNTY RECORDING DEPT. CERTIFICATE PAGE



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if document is re-recorded.
Do Not remove from original document.**

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BROADBAND EASEMENT AND RIGHT OF ENTRY AGREEMENT

RETURN TO: Theresa K. Smith
AT&T Cable, Business Service Group
3075 NE Sandy Blvd
Portland, OR 97232

TCI Cablevision of Oregon, Inc.
3500 S.W. Bond Street
Portland, Oregon 97201

Property Owner

Property

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Name: Clairmont Manufactured Housing
Park, Inc. c/o Dolphin Real Estate
Group Investments, Inc.
Address: 651 Gateway Blvd., Suite 790
City, State, Zip: South San Francisco,
CA. 94080
Contact Person: Richard Delaney
Telephone: (415) 589-8757

Complex Name: Clairmont Mobile Home
Park
Address: 13531 Clairmont Way
City, State, Zip: Oregon City, OR. 97045
Contact Person: Manager - Ruth
Telephone: (503) 655-5421

THIS BROADBAND EASEMENT AND RIGHT OF ENTRY AGREEMENT (this "Access Agreement") dated as of June 25, 1996 is made and entered into by and between TCI Cablevision of Oregon, Inc. ("Operator"), and Clairmont Manufactured Housing Park, Inc. ("Owner"), effective as of the date of Operator's execution of this Access Agreement set forth below.

RECITALS

- A. Owner owns the Clairmont Mobile Home Park located at 13531 Clairmont Way, Oregon City, OR. 97045 (the "Premises"), consisting of 188 units plus any units added or constructed in the future. A legal description of the Premises is attached hereto as Exhibit A.
- B. Operator owns and operates a cable television system in Oregon City (the "System").
- C. Owner and Operator desire to provide for Operator's access to the Premises in order to install the equipment necessary to provide multi-channel video programming and any other services that it may lawfully provide (the "Services") to the Premises, on the terms and conditions provided herein.

AGREEMENTS

In consideration of the mutual promises and conditions herein set forth and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Owner and Operator agree as follows:

- 1. Ownership of the Premises. Owner represents and warrants that it is the record holder of fee title to the Premises.

TAXES: DIC.

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2. **Easements; Access.** Owner hereby grants, bargains and conveys to Operator and its Affiliates an irrevocable easement in gross across, under and over the Premises as necessary or desirable for the routing, installation, maintenance, service and operation of the Equipment (as hereinafter defined), and the marketing and provision of the Services. Owner agrees that the Operator may from time to time enter into various agreements or arrangements with its approved lessees, agents or authorized vendors (collectively, the "Agents") and access to, and entry upon, the Premises granted by Owner pursuant to this Section shall extend to such Agents. Owner shall cause its designated representatives to accompany employees or contractors of Operator into any unoccupied residential unit for the purpose of wiring such residential unit, if such wiring is required. After the Premises have been wired for the provision of Services, Owner shall provide Operator's employees and contractors access to the Premises at reasonable times for the exercise of its easement rights hereunder. In addition to the other rights granted by Owner hereunder, upon termination of this Access Agreement, Owner hereby grants, bargains and conveys to Operator the right to enter the Premises in order to remove the Equipment from the Premises if Operator so desires.

3. **Equipment.** Operator may install, maintain, service, operate and upgrade on the Premises coaxial cable and/or fiber optic line, internal wiring, amplifiers, converters and other equipment necessary for the provision of the Services (the "Equipment"). The Equipment shall at all times be owned by, and remain the property of, Operator, whether or not attached to or incorporated in the Premises, and neither Owner nor any resident of the Premises shall have or obtain any right, title or interest therein. The Equipment does not constitute a fixture of the Premises. Owner shall in no way attach to or use in any manner the Equipment or any portion thereof. Owner shall have no obligation to service or maintain the Equipment.

4. **Type of Account; Provision of Services.**

- (a) Operator shall provide the Services to the Property as follows:
(Check one)

Individual Rate Account: Operator, or the Agents, shall market and contract with individual residents of the Premises for all Services, and all arrangements for connecting, serving and billing residents of the Premises for the Services shall be made directly between Operator and such residents.

Bulk Rate Account: Operator shall market and contract with the Owner for certain of the Services in accordance with a Bulk Rate Agreement to be signed by Operator and Owner. Operator, or the Agents, shall market and contract with individual residents of the Premises for all other Services, and all arrangements for connecting, serving and billing residents of the Premises for such Services shall be made directly between Operator or the Agents, and such residents.

(b) The Services shall initially be provided as set forth above. During the term of this Access Agreement, the method of billing may be changed (i.e., from a bulk rate to an individual rate account and visa versa) without in any way affecting the validity of this Agreement.

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5. **Damage to the Premises or Equipment; Indemnification; Survival.**

(a) Operator shall repair any damage to the Premises caused by Operator, its employees, or the Agents. Operator shall hold harmless and indemnify Owner from and against any and all losses or damages (including reasonable attorneys' fees) resulting from Operator's or the Agents' installation, maintenance, service, removal or operation of the Equipment or any other equipment of Agent, except loss or damage arising from any negligent or intentional act or omission of Owner or its agents or employees, or any resident of the Premises.

(b) Owner shall repair any damage to the Equipment caused by Owner, its agents, or employees, or any resident of the Premises. Owner shall hold harmless and indemnify Operator from and against any and all losses or damages (including reasonable attorneys' fees) arising from or with respect to (i) any claim, demand, legal proceeding or similar action instituted by any person or entity providing multi-channel video programming or other services similar in nature to the Services provided to the Premises as of or prior to the date of this Access Agreement, or its successor or assign.

(c) The rights and obligations set forth in this Section 5 and the last sentence of Section 2 shall survive termination of this Access Agreement.

6. **Insurance.** Operator shall obtain and maintain in full force and effect throughout the Initial Term and any Renewal Term, with reputable insurers qualified to do business in the state or states in which the Premises are located, general liability insurance in amounts of not less than \$500,000 for injury to any one person, \$500,000 aggregate for any single occurrence, and \$500,000 for property damage.

7. **Other Systems.** In consideration of Operator's investment in the Equipment and other valuable consideration, for a period of time ending upon the earlier of (a) the date of termination of this Access Agreement or (b) the 7th anniversary of the effective date of this Access Agreement, Owner shall not, without the prior written consent of Operator, operate or install or permit the operation or installation of any other antenna, receiver, converter, cable or other signal amplification system on the Premises for use in connection with television or radio equipment.

8. **Force Majeure.** Operator shall not be deemed to be in breach of this Access Agreement if it is unable to perform its obligations hereunder as a result of the occurrence of an event of "force majeure," which shall include, but not be limited to, acts of God, acts of the government of the United States or of any state or political subdivision thereof, strikes, civil riots or disturbances, fire, floods, explosions, earthquakes, wind, storms, hurricanes, lightning, other similar catastrophes or other causes beyond Operator's control.

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9. **Term; Termination.** This Access Agreement shall be effective on the date hereof and continue for a period of 15 years (the "Initial Term"), and thereafter shall automatically continue for 1 additional terms, each additional term consisting of the same number of years as the Initial Term (each a "Renewal Term"), unless either party gives the other written notice of non-renewal at least six months prior to the end of the Initial Term or then-effective Renewal Term, as appropriate. All notices which are given pursuant to this Section shall be sufficient in all respects if given in writing and delivered personally, by telecopy, by overnight courier, or by registered or certified mail, postage prepaid, to the receiving party at the respective address in this Access Agreement or to such other address as such party may have given notice to the other pursuant hereto. Notice shall be deemed given on the date of delivery, in the case of personal delivery, on the date specified in the telecopy confirmation, in the case of telecopy, or on the delivery or refusal date, as specified on the return receipt, in the case of overnight courier or registered or certified mail.

Successors to Both Parties; Related Parties to Operator. The benefits and obligations of this Access Agreement shall inure to and be binding upon the successors, assigns, heirs, and personal representatives of Operator and Owner. If Owner shall sell, transfer or encumber the Premises, such sale or encumbrance shall be subject to this Access Agreement, which touches and concerns and runs with the land. The rights and obligations of Operator under this Access Agreement may be enjoined, enforced or performed, as the case may be, by Operator and any other entity controlling, controlled by or under common control with Operator.

10. **Legal Actions.** If legal action is necessary to enforce any provision of this Access Agreement or any agreement relating hereto, the prevailing party in such action shall be entitled to recover its costs and expenses of such action, including reasonable attorney's fees. Owner acknowledges that the breach by Owner of any of its obligations under this Access Agreement cannot be reasonably or adequately compensated in damages in any action at law and that a breach of this Access Agreement by Owner will cause Operator irreparable injury and damage; Owner, therefore, expressly agrees that in the event of a breach or threatened breach of this Access Agreement, Operator shall be entitled to injunctive and other equitable relief against Owner. Resort to equitable relief shall not in any way be construed as a waiver of any other rights or remedies which Operator may have for damages or otherwise.

11. **Authorizations.** The person signing on behalf of the Owner represents that he/she is the owner of the Premises or the authorized agent of Owner, with full authority to bind Owner to the terms and conditions of this Access Agreement. This Access Agreement shall not be binding upon Operator until signed by an authorized representative of Operator.

12. **Miscellaneous Provisions.** This Access Agreement supersedes any and all other access agreements, either oral or written, between the parties hereto. This Access Agreement contains the entire agreement between Owner and Operator and may not be amended except by an agreement (**Exhibit B**) in-writing signed by the parties. Whenever possible, each provision of this Access Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Access Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Access Agreement. Any modifications are contained in **Exhibit B** attached hereto and incorporated herein.

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13.

The parties have executed this Access Agreement by their duly-authorized representatives.

OWNER
Clairmont Manufactured Housing Park, Inc.
c/o Dolphin Real Estate Group Investments, Inc.

COMPANY:
TCI Cablevision of Oregon, Inc.

Richard Delaney
Signature

By: [Signature]
David M. Reynolds, President

Richard Delaney, President

Date

Its: _____

System Representative

10-31-96
Date

Date:

NOTARIZATION OF OWNER/AUTHORIZED AGENT SIGNATURE

STATE OF California)
COUNTY OF San Mateo) SS

On this 31 day of October, 1996, before me, a Notary Public in and for the State of California, personally appeared Richard Delaney to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged the he/she signed the same as his/her free and voluntary act and deed for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

Suzanne Michaelson
Notary Public

My Commission Expires: Aug 10, 1997



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EXHIBIT A
To
Broadband Easement and Right of Entry Agreement
dated
June 25, 1996
between
TCI Cablevision of Oregon, Inc.
and
Clairmont Manufactured Housing Park, Inc.
c/o Dolphin Real Estate Group Investments, Inc.

Legal Description

Refer to instrument # 95-5861
#MP32E05C
00402
CORR 93-1926 93-94

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EXHIBIT B
To
Broadband Easement and Right of Entry Agreement
dated
June 25, 1996
between
TCI Cablevision of Oregon, Inc.
and
Clairmont Manufactured Housing Park, Inc.
c/o Dolphin Real Estate Group Investments, Inc.

Modifications:

OWNER
Clairmont Manufactured Housing Park, Inc.
c/o Dolphin Real Estate Group Investments,
Inc.

COMPANY:
TCI Cablevision of Oregon, Inc.

By: _____
Signature

By: _____
David M. Reynolds, President

Print Name

Date

Its: _____

Date

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STATE OF WASHINGTON)
) SS
COUNTY OF KING)

On JULY 7, 1997, before me, a Notary Public in and for said State, personally appeared David M. Reynolds, known to me to be the President of the corporation that executed the within Instrument, known to me to be the person who executed the within Instrument on behalf of the corporation therein named as COMPANY and acknowledged to me that such corporation executed the within Instrument pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.



A handwritten signature in black ink, appearing to read "A. J. Merrick", written over a horizontal line.

A. J. MERRICK, Notary Public
In and for the State of
Washington
Residing at: Seattle, WA
My Commission Expires:
May 16, 1999

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Clackamas County Official Records 2004-102001
 Sherry Hall, County Clerk



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CHICAGO TITLE INSURANCE COMPANY 291392

ASSIGNMENT OF LEASES AND RENTS

CLAIRMONT MANUFACTURED HOUSING PARK, INC.,

AS BORROWER

IN FAVOR OF

CIBC INC.,

AS LENDER

Tax Parcel Identification #:

County: Clackamas
State: Oregon

Record and Return to:

Winston & Strawn LLP
200 Park Avenue
New York, New York 10166
Attention: Emidio J. Scarfogliero

5000-10424-52

NY:902488.3

ASSIGNMENT OF LEASES AND RENTS

4th THIS ASSIGNMENT OF LEASES AND RENTS (this "Assignment") made as of the day of November, 2004, is by **CLAIRMONT MANUFACTURED HOUSING PARK, INC.**, an Oregon corporation ("Borrower"), whose address is c/o Joseph O. Tobin II, 235 Montgomery Street, Suite 1160, San Francisco, California 94104, as assignor, in favor of **CIBC INC.**, a Delaware corporation ("Lender"), whose address is 622 Third Avenue, 8th Floor, Attn: Real Estate Finance Group, New York, New York 10017, as assignee.

WITNESSETH:

THAT, WHEREAS, Borrower has executed that certain Promissory Note dated of even date herewith (as hereafter amended, consolidated or modified from time to time, the "Note"), payable to the order of Lender in the stated principal amount of SEVEN MILLION AND NO/100 DOLLARS (\$7,000,000.00); and

WHEREAS, the Note is secured by that certain Deed of Trust, Assignment of Leases and Rents and Security Agreement dated of even date herewith (as hereafter amended, consolidated or modified from time to time, the "Security Instrument"), from Borrower, as grantor, for the benefit of Lender, as beneficiary, encumbering that certain real property situated in the City of Oregon City, County of Clackamas, State of Oregon, as is more particularly described on Exhibit A attached hereto and incorporated herein by this reference and all buildings and other improvements now or hereafter located thereon (collectively, the "Improvements") (said real property and the Improvements are hereinafter sometimes collectively referred to as the "Property"); and

WHEREAS, Borrower is desirous of further securing to Lender the performance of the terms, covenants and agreements hereof and of the Note, the Security Instrument and each other document evidencing, securing, guaranteeing or otherwise relating to the indebtedness evidenced by the Note (the Note, the Security Instrument and such other documents, as each of the foregoing may from time to time be amended, consolidated, renewed or replaced, being collectively referred to herein as the "Loan Documents").

NOW, THEREFORE, in consideration of the making of the loan evidenced by the Note by Lender to Borrower and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower does hereby irrevocably, absolutely and unconditionally transfer, sell, assign, pledge and convey to Lender, its successors and assigns, all of the right, title and interest of Borrower in and to:

(a) any and all leases, subleases, licenses, rental agreements and occupancy agreements of whatever form now or hereafter affecting all or any part of the Property and any and all guarantees, extensions, renewals, replacements and modifications thereof (collectively, the "Leases"); and

(b) all deposits (whether for security or otherwise), rents, issues, profits, revenues, royalties, accounts, rights, benefits and income of every nature of and from the Property, including, without limitation, minimum rents, additional rents, termination payments, forfeited security deposits, liquidated damages following default and all proceeds payable under any policy of insurance covering loss of rents resulting from untenability due to destruction or damage to the Property, together with the immediate and continuing right to collect and receive the same, whether now due or hereafter becoming due, and together with all rights and claims of any kind that Borrower may have against any tenant, lessee or licensee under the Leases or against any other occupant of the Property (collectively, the "Rents").

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TO HAVE AND TO HOLD the same unto Lender, its successors and assigns.

IT IS AGREED that, notwithstanding that this instrument is a present, absolute and executed assignment of the Rents and of the Leases and a present, absolute and executed grant of the powers herein granted to Lender, Borrower is hereby permitted, at the sufferance of Lender and at its discretion, and is hereby granted a license by Lender, to retain possession of the Leases and to collect and retain the Rents unless and until there shall be an "Event of Default" (as defined herein) under the terms of this Assignment or any of the other Loan Documents. Upon an Event of Default, the aforementioned license granted to Borrower shall automatically terminate without notice to Borrower, and Lender may thereafter, without taking possession of the Property, take possession of the Leases and collect the Rents. Further, from and after such termination, Borrower shall be the agent of Lender in collection of the Rents, and any Rents so collected by Borrower shall be held in trust by Borrower for the sole and exclusive benefit of Lender and Borrower shall, within one (1) business day after receipt of any Rents, pay the same to Lender to be applied by Lender as hereinafter set forth. Furthermore, from and after such Event of Default and termination of the aforementioned license, Lender shall have the right and authority, without any notice whatsoever to Borrower and without regard to the adequacy of the security therefor, to: (a) make application to a court of competent jurisdiction for appointment of a receiver for all or any part of the Property, as particularly set forth in the Security Instrument; (b) manage and operate the Property, with full power to employ agents to manage the same; (c) demand, collect, receive and sue for the Rents, including those past due and unpaid; and (d) do all acts relating to such management of the Property, including, but not limited to, negotiation of new Leases, making adjustments of existing Leases, contracting and paying for repairs and replacements to the Improvements and to the fixtures, equipment and personal property located in the Improvements or used in any way in the operation, use and occupancy of the Property as in the sole subjective judgment and discretion of Lender may be necessary to maintain the same in a tenable condition, purchasing and paying for such additional furniture and equipment as in the sole subjective judgment of Lender may be necessary to maintain a proper rental income from the Property, employing necessary managers and other employees, purchasing fuel, providing utilities and paying for all other expenses incurred in the operation of the Property, maintaining adequate insurance coverage over hazards customarily insured against and paying the premiums therefor. Lender shall apply the Rents received by Borrower from the Property, after deducting the costs of collection thereof, including, without limitation, reasonable attorneys' fees and a management fee for any management agent so employed, against amounts expended for repairs, upkeep, maintenance, service, fuel, utilities, taxes, assessments, insurance premiums and such other expenses as Lender incurs in connection with the operation of the Property and against interest, principal, required escrow deposits and other sums which have or which may become due, from time to time, under the terms of the Loan Documents, in such order or priority as to any of the items so mentioned as Lender, in its sole subjective discretion, may determine. The exercise by Lender of the rights granted Lender in this paragraph, and the collection of, the Rents and the application thereof as herein provided, shall not be considered a waiver by Lender of any Event of Default under the Loan Documents or prevent foreclosure of any liens on the Property nor shall such exercise make Lender liable under any of the Leases, Lender hereby expressly reserving all of its rights and privileges under the Security Instrument and the other Loan Documents as fully as though this Assignment had not been entered into.

Without limiting the rights granted hereinabove, in the event Borrower shall fail to make any payment or to perform any act required under the terms hereof and such failure shall not be cured within any applicable grace or cure period, then Lender may, but shall not be obligated to, without prior notice to or demand on Borrower, and without releasing Borrower from any obligation hereof, make or perform the same in such manner and to such extent as Lender may deem necessary to protect the security hereof, including specifically, without limitation, appearing in and defending any action or proceeding purporting to affect the security hereof or the rights or powers of Lender, performing or discharging any obligation, covenant or agreement of Borrower under any of the Leases, and, in exercising any of such

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powers, paying all necessary costs and expenses, employing counsel and incurring and paying reasonable attorneys' fees. Any sum advanced or paid by Lender for any such purpose, including, without limitation, reasonable attorneys' fees, together with interest thereon at the Default Interest Rate (as defined in the Note) from the date paid or advanced by Lender until repaid by Borrower, shall immediately be due and payable to Lender by Borrower on demand and shall be secured by the Security Instrument and by all of the other Loan Documents securing all or any part of the indebtedness evidenced by the Note.

IT IS FURTHER AGREED that this Assignment is made upon the following terms, covenants and conditions:

1. This Assignment shall not operate to place responsibility for the control, care, management or repair of the Property upon Lender, nor for the performance of any of the terms and conditions of any of the Leases, nor shall it operate to make Lender responsible or liable for any waste committed on the Property by the tenants or any other party or for any dangerous or defective condition of the Property or for any negligence in the management, upkeep, repair or control of the Property. Lender shall not be liable for any loss sustained by Borrower resulting from Lender's failure to let the Property or from any other act or omission of Lender in managing the Property. Borrower shall and does hereby indemnify and hold Lender harmless from and against any and all liability, loss, claim, demand or damage which may or might be incurred by reason of this Assignment, including, without limitation, claims or demands for security deposits from tenants of space in the Improvements deposited with Borrower, and from and against any and all claims and demands whatsoever which may be asserted against Lender by reason of any alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in any of the Leases. Should Lender incur any liability by reason of this Assignment or in defense of any claim or demand for loss or damage as provided above, the amount thereof, including, without limitation, costs, expenses and reasonable attorneys' fees, together with interest thereof at the Default Interest Rate from the date paid or incurred by Lender until repaid by Borrower, shall be immediately due and payable to Lender by Borrower upon demand and shall be secured by the Security Instrument and by all of the other Loan Documents securing all or any part of the indebtedness evidenced by the Note.

2. This Assignment shall not be construed as making Lender a mortgagee in possession.

3. Lender is obligated to account to Borrower only for such Rents as are actually collected or received by Lender.

4. Borrower hereby further presently and absolutely assigns to Lender subject to the terms and provisions of this Assignment: (a) any award or other payment which Borrower may hereafter become entitled to receive with respect to any of the Leases as a result of or pursuant to any bankruptcy, insolvency or reorganization or similar proceedings involving the tenants under such Leases; and (b) any and all payments made by or on behalf of any tenant of any part of the Property in lieu of Rent. Borrower hereby irrevocably appoints Lender as its attorney-in-fact to, from and after the occurrence of an Event of Default by Borrower hereunder or under any of the other Loan Documents which has not been cured within any applicable grace or cure period, appear in any such proceeding and to collect any such award or payment, which power of attorney is coupled with an interest by virtue of this Assignment and is irrevocable so long as any sums are outstanding under the loan evidenced by the Note.

5. The representations and warranties set forth in Section 1.1(ee) of the Security Instrument are hereby incorporated in this Assignment by reference as if fully set forth herein.

6. Borrower covenants and agrees that Borrower shall comply with all covenants and agreements set forth in Section 1.10 of the Security Instrument.

7. Borrower covenants and agrees that Borrower shall, at its sole cost and expense, appear in and defend any action or proceeding arising under, growing out of, or in any manner connected with

the Leases or the obligations, duties or liabilities of the landlord or tenant thereunder, and shall pay on demand all costs and expenses, including, without limitation, reasonable attorneys' fees, which Lender may incur in connection with Lender's appearance, voluntary or otherwise, in any such action or proceeding, together with interest thereon at the Default Interest Rate from the date incurred by Lender until repaid by Borrower.

8. At any time, Lender may, at its option, notify any tenants or other parties of the existence of this Assignment. Borrower does hereby irrevocably (until satisfaction of the Loan) and specifically authorize, instruct and direct each and every present and future tenant, lessee and licensee of the whole or any part of the Property to pay all unpaid and future Rents to Lender upon receipt of demand from Lender to so pay the same and Borrower hereby agrees that each such present and future tenant, lessee and licensee may rely upon such written demand from Lender to so pay said Rents without any inquiry into whether there exists an Event of Default hereunder or under the other Loan Documents or whether Lender is otherwise entitled to said Rents. Borrower hereby waives any right, claim or demand which Borrower may now or hereafter have against any present or future tenant, lessee or licensee by reason of such payment of Rents to Lender, and any such payment shall discharge such tenant's, lessee's or licensee's obligation to make such payment to Borrower.

9. Lender may take or release any security for the indebtedness evidenced by the Note, may release any party primarily or secondarily liable for the indebtedness evidenced by the Note, may grant extensions, renewals or indulgences with respect to the indebtedness evidenced by the Note and may apply any other security therefor held by it to the satisfaction of any indebtedness evidenced by the Note without prejudice to any of its rights hereunder.

10. The acceptance of this Assignment and the collection of the Rents in the event Borrower's license is terminated, as referred to above, shall be without prejudice to Lender. The rights of Lender hereunder are cumulative and concurrent, may be pursued separately, successively or together and may be exercised as often as occasion therefor shall arise, it being agreed by Borrower that the exercise of any one or more of the rights provided for herein shall not be construed as a waiver of any of the other rights or remedies of Lender, at law or in equity or otherwise, so long as any obligation under the Loan Documents remains unsatisfied.

11. All rights of Lender hereunder shall inure to the benefit of its successors and assigns; and all obligations of Borrower shall bind its successors and assigns and any subsequent owner of the Property. All rights of Lender in, to and under this Assignment shall pass to and may be exercised by any assignee of such rights of Lender. Borrower hereby agrees that if Lender gives notice to Borrower of an assignment of said rights, upon such notice the liability of Borrower to the assignee of the Lender shall be immediate and absolute. Borrower will not set up any claim against Lender or any intervening assignee as a defense, counterclaim or setoff to any action brought by Lender or any intervening assignee for any amounts due hereunder or for possession of or the exercise of rights with respect to the Leases or the Rents.

12. It shall be an "Event of Default" hereunder if any Event of Default shall occur under the Security Instrument. Upon an Event of Default hereunder, Lender may exercise any or all of the rights and remedies provided for herein, at any time and from time to time, in Lender's sole and absolute discretion. Any Event of Default hereunder shall be a default (or, if applicable, an "Event of Default") under each of the other Loan Documents.

13. Failure by Lender to exercise any right which it may have hereunder shall not be deemed a waiver thereof unless so agreed in writing by Lender, and the waiver by Lender of any default hereunder shall not constitute a continuing waiver or a waiver of any other default or of the same default on any future occasion. No collection by Lender of any Rents pursuant to this Assignment shall constitute or result in a waiver of any default then existing hereunder or under any of the other Loan Documents.

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14. If any provision under this Assignment or the application thereof to any entity, person or circumstance shall be invalid, illegal or unenforceable to any extent, the remainder of this Assignment and the application of the provisions hereof to other entities, persons or circumstances shall not be affected thereby and shall be enforced to the fullest extent permitted by law.

15. This Assignment may not be amended, modified or otherwise changed except by a written instrument duly executed by Borrower and Lender.

16. This Assignment shall be in full force and effect continuously from the date hereof to and until the payment, discharge, and performance of any and all indebtedness and obligations evidenced by the Note or secured or guaranteed by any of the Loan Documents, and the release of the Security Instrument shall, for all purposes, automatically terminate this Assignment and render this Assignment null and void and of no effect whatsoever.

17. In case of a conflict between any provision of this Assignment and any provision of the Security Instrument, the provision in the Security Instrument shall prevail and be controlling. In case of a conflict between any provision of this Assignment and any provision of any other Loan Document, the provision selected by Lender in its sole subjective discretion shall prevail and be controlling.

18. All notices, demands, requests or other communications to be sent by one party to the other hereunder or required by law shall be given and become effective as provided in the Security Instrument.

19. This Assignment shall be governed by and construed in accordance with the laws of the State in which the real property described in Exhibit A hereto is located, except to the extent that any of such laws may now or hereafter be preempted by Federal law, in which case such Federal law shall so govern and be controlling.

20. This Assignment may be executed in any number of counterparts, each of which shall be effective only upon delivery and thereafter shall be deemed an original, and all of which shall be taken to be one and the same instrument, for the same effect as if all parties hereto had signed the same signature page. Any signature page of this Assignment may be detached from any counterpart of this Assignment without impairing the legal effect of any signatures thereon and may be attached to another counterpart of this Assignment identical in form hereto but having attached to it one or more additional signature pages.

21. In addition to, but not in lieu of, any other rights hereunder, Lender shall have the right to institute suit and obtain a protective or mandatory injunction against Borrower to prevent a breach or default, or to reinforce the observance, of the agreements, covenants, terms and conditions contained herein, as well as the right to damages occasioned by any breach or default by Borrower.

22. This Assignment shall continue and remain in full force and effect during any period of foreclosure with respect to the Property.

23. Borrower hereby covenants and agrees that Lender shall be entitled to all of the rights, remedies and benefits available by statute, at law, in equity or as a matter of practice for the enforcement and perfection of the intents and purposes hereof. Lender shall, as a matter of absolute right, be entitled, upon application to a court of applicable jurisdiction, and without notice to Borrower, to the appointment of a receiver to obtain and secure the rights of Lender hereunder and the benefits intended to be provided to Lender hereunder.

24. Notwithstanding anything to the contrary contained in this Assignment, the liability of Borrower and its officers, directors, members and general partners for the indebtedness secured hereby and for the performance of the other agreements, covenants and obligations contained herein and in the other Loan Documents shall be limited as set forth in Section 1.05 of the Note.

[No further text this page.]

6

EXHIBIT A
LEGAL DESCRIPTION

Situated in the South half of Section 5 and the North half of Section 8, Township 3 South, Range 2 East, Willamette Meridian, and also being a portion of the S.N. Vance Donation Land Claim, in the City of Oregon City, County of Clackamas and State of Oregon, and being described as follows:

Beginning at a point which is North 89°12'30" East, a distance of 2695.59 feet and South 13°17'00" East, a distance of 1542.94 feet from the Northwest corner of the S.N. Vance Donation Land Claim, said point being the Southwest corner of a tract conveyed to Hi-Line Construction Co., by a deed recorded May 1, 1968, as Recorder's Fee No. 68-8117, Clackamas County Records, and running thence North 89°10'29" East, a distance of 1062.09 feet (a deed distance of 1062.36 feet); thence South 30°11'30" East, a distance of 778.26 feet (a deed distance of 778.26 feet) to a point on the Northerly right of way line of Clairmont Way; thence South 45°24'34" West on the said Northerly right of way line, a distance of 971.10 feet (a deed distance of 972.05 feet) to the Southeasterly corner of the plat of Hillendale No. 4, as recorded on Page 26, Book 71 of Records of Plat, said county; thence leaving said right of way line and running on the East line of said plat of HILLENDALE NO. 4, North 46°57'20" West, a distance of 781.48 feet (a deed distance of 781.64 feet) to an angle point; thence North 13°18'52" West, a distance of 827.98 feet (a deed distance of 827.98 feet) to the place of beginning.

NY:902488.3

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4p
gm
26
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Clackamas County Official Records
Sherry Hall, County Clerk

2005-107660



\$46.00

00902398200501076600040046

10/28/2005 11:15:08 AM

M-ASL Cnt=2 Stn=5 BEV L.
\$20.00 \$5.00 \$11.00 \$10.00

ASSIGNMENT OF ASSIGNMENT OF LEASES AND RENTS

CIBC INC.

(Assignor)

to

*** WELLS FARGO BANK, N.A., AS TRUSTEE FOR J.P. MORGAN CHASE COMMERCIAL
MORTGAGE SECURITIES CORP., COMMERCIAL MORTGAGE PASS-THROUGH
CERTIFICATES, SERIES 2005-CIBC11
(Assignee/Grantee)**

Dated as of MAR 22, 2005

County of Clackamas (the "County")

State of Oregon (the "State")

Record and Return to:

KC WILSON & ASSOCIATES

23232 Peralta Dr., Ste 218

Laguna Hills, CA 92653

LN 57-2005-CIBC11 JPMC

NY:937507.1

ASSIGNMENT OF ASSIGNMENT OF LEASES AND RENTS

CIBC INC., a Delaware corporation, whose address is 300 Madison Avenue, 8th Floor, Attn: Real Estate Finance Group, New York, New York 10017 ("Assignor"), as the holder of the instrument hereinafter described and for valuable consideration hereby endorses, assigns, sells, transfers and delivers to SEE BELOW*

_____, a(n) _____, whose address is SEE BELOW* ("Assignee"), its

successors, participants and assigns, all right, title and interest of Assignor in and to an ASSIGNMENT OF LEASES AND RENTS by CLAIRMONT MANUFACTURED HOUSING PARK, INC., an Oregon corporation (the "Borrower"), dated as of November 4, 2004 and recorded on November 4, 2004 in the Real Estate Records of the County as Instrument #2004-102001, securing the payment of a certain Promissory Note of even date therewith in the original principal amount of SEVEN MILLION AND 00/100 DOLLARS (\$7,000,000.00) made by the Borrower, payable to the order of Assignor, and creating a first lien on the property described in Exhibit "A" attached hereto and by this reference made a part hereof.

Together with any and all notes and obligations therein described, the debt and claims secured thereby and all sums of money due and to become due thereon, with interest provided for therein, and hereby irrevocably appoints Assignee hereunder its attorney to collect and receive such debt, and to foreclose, enforce and satisfy the foregoing the same as it might or could have done were these presents not executed, but at the cost and expense of Assignee.

Together with any and all other liens, privileges, security interests, rights, entitlements, equities, claims and demands as to which Assignor hereunder possesses or to which Assignor is otherwise entitled as additional security for the payment of the notes and other obligations described herein.

This Assignment shall be governed in all respects by the laws of the State and shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

*** WELLS FARGO BANK, N.A., AS TRUSTEE FOR J.P. MORGAN CHASE COMMERCIAL MORTGAGE SECURITIES CORP., COMMERCIAL MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2005-CIBC11**
(Assignee/Grantee)

ASSIGNEE ADDRESS: CMBS CERTIFICATIONS, 751 KASOTA AVE., SUITE MDC.
MINNEAPOLIS, MN 55414

ASSIGNEE NAME AND ADDRESS REPEATED ON ATTACHED EXHIBIT B

NY:937507.1

2

IN WITNESS WHEREOF, Assignor has caused this instrument to be executed by its duly authorized officer on this as of 22 day of MAR, 2005.

CIBC INC., a Delaware corporation

By: 
Name: Todd Roth
Title: Authorized Signatory

State of New York)
County of New York) ss.:

On the 22nd day of March in the year 2005 before me, the undersigned, personally appeared Todd Roth, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.


Notary Public

EMIDIO J. SCARFOGLIERO
Notary Public, State of New York
No. 01SC6080939
Qualified in Nassau County
Commission Expires September 23, 2006

Exhibit B

Assignee Name and Address

Loan number: 572005CIBC11
Property: Clairmont MHC

Assignee Name: Wells Fargo Bank N.A., as Trustee for the registered holders of J.P. Morgan Chase Commercial Mortgage Securities Corp., Commercial Mortgage Pass-Through Certificates, Series 2005-CIBC11

Assignee Address: Wells Fargo Bank, N.A.
CMBS Certifications
751 Kasota Avenue
Suite MDC
Minneapolis, MN 55414

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Loan No.: 100014087

Clackamas County Official Records	2016-059394
Sherry Hall, County Clerk	08/31/2016 10:05:27 AM
M-TD Cnt=5 Stn=6 KARLYN	\$203.00
\$135.00 \$16.00 \$20.00 \$10.00 \$22.00	

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:

JPMORGAN CHASE BANK, N.A.
Attention: CTL Closing
P.O. Box 9011
Coppell, TX 75019-9011

BE ADVISED THAT THE PROMISSORY NOTE SECURED BY THIS SECURITY INSTRUMENT MAY PROVIDE FOR ONE OR MORE OF THE FOLLOWING: (1) A VARIABLE RATE OF INTEREST; (2) A BALLOON PAYMENT AT MATURITY; (3) DEFERRAL OF A PORTION OF ACCRUED INTEREST UNDER CERTAIN CIRCUMSTANCES WITH INTEREST SO DEFERRED ADDED TO THE UNPAID PRINCIPAL BALANCE OF THE NOTE AND SECURED HEREBY.

CHICAGO TITLE 472516004485 - CT 50 - DOM

DEED OF TRUST, SECURITY AGREEMENT, ASSIGNMENT OF LEASES AND RENTS AND FIXTURE FILING

THIS DEED OF TRUST, SECURITY AGREEMENT, ASSIGNMENT OF LEASES AND RENTS AND FIXTURE FILING (this "Security Instrument"), is made this 10th day of August, 2016 among

Clairmont Manufactured Housing Park, LLC, an Oregon limited liability company,

the address of which is 31 Airport Boulevard, Suite G, South San Francisco, CA 94080, as grantor ("Borrower"); Chicago Title* the address of which is 1211 SW Fifth Avenue, Suite 2130, Portland, OR 97204, and its successors in trust and assigns, as trustee ("Trustee"); and JPMORGAN CHASE BANK, N.A. at its offices at P.O. Box 9178, Coppell, Texas 75019-9178, Attention: Portfolio Administration, as beneficiary ("Lender").

1. **Granting Clause.** Borrower, in consideration of the acceptance by Trustee of the trust hereunder, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to secure the obligations described in Section 3 below, grants, bargains, sells, assigns and conveys to Trustee and its successors in trust and assigns, forever, in trust, with power of sale, all of Borrower's estate, right, title, interest, claim and demand in and to the property in the county of Clackamas, state of Oregon, with a street address of 13531 Clairmont Way, Oregon City, OR 97045 (which address is provided for reference only and shall in no way limit the description of the real and personal property otherwise described in this Section 1), described as follows, whether now existing or hereafter acquired (all of the property described in all parts of this Section 1 and all additional property, if any, described in Section 2 is called the "Property"):

1.1 **Land and Appurtenances.** The land described on Exhibit A hereto, and all tenements, hereditaments, rights-of-way, easements, appendages and appurtenances thereto belonging or in any way appertaining, including without limitation all of the right, title and interest of Borrower in and to any avenues, streets, ways, alleys, vaults, strips or gores of land adjoining that property, all rights to water, water stock, drains, drainage and air rights relating to that property, and all claims or demands of Borrower either in law or in equity in possession or expectancy of, in and to that property; and

1.2 **Improvements and Fixtures.** All buildings, structures and other improvements now or hereafter erected on the property described in 1.1 above, and all facilities, fixtures, machinery, apparatus, installations, goods, equipment, furniture, building materials and supplies and other properties of whatsoever nature, now or hereafter located in and used or procured for use in connection with the operation of that property, it being the intention of the parties that all property of the character described above that is now owned or hereafter acquired by Borrower and that is affixed to, attached to or stored upon and used in connection with the operation of the property described in 1.1 above shall be, remain or become a portion of that property and shall be covered by and subject to the lien of this Security instrument, together with all contracts, agreements, permits, plans, specifications, drawings, surveys, engineering reports and other work products relating to the construction of the existing or any future improvements on the Property, any and all rights of Borrower in, to or under any architect's contracts or construction contracts relating to the construction of the existing or any future improvements on the Property, and any performance and/or payment bonds issued in connection therewith, together with all trademarks, trade names, copyrights, computer software and other intellectual property used by Borrower in connection with the Property; and

1.3 **Enforcement and Collection.** Any and all rights of Borrower without limitation to make claim for, collect, receive and receipt for any and all rents, income, revenues, issues, earnest money, deposits, refunds (including but not limited to refunds from taxing authorities, utilities and insurers), royalties, and profits, including mineral, oil and gas rights and profits, insurance proceeds of any kind (whether or not Lender requires such insurance and whether or not Lender is named as an additional insured or loss payee of such insurance), condemnation awards and other moneys, payable or receivable from or on account of any of the Property, including interest thereon, or to enforce all other provisions of any other agreement (including those described in Section 1.2 above) affecting or relating to any of the Property, to bring any suit in equity, action at law or other proceeding for the collection of such moneys or for the specific or other enforcement of any such agreement, award or judgment, in the name of Borrower or otherwise, and to do any and all things that Borrower is or may be or become entitled to do with respect thereto, provided, however, that no obligation of Borrower under the provisions of any such agreements, awards or judgments shall be impaired or diminished by virtue hereof, nor shall any such obligation be imposed upon Trustee or Lender; and

1.4 **Accounts and Income.** Any and all rights of Borrower in any and all accounts, rights to payment, contract rights, chattel paper, documents, instruments, licenses, contracts, agreements, Impounds (as defined below) and general intangibles relating to any of the Property, including, without limitation, income and profits derived from the operation of any business on the Property or attributable to services that occur or are provided on the Property or generated from the use and operation of the Property; and

1.5 **Leases.** All of Borrower's rights as landlord in and to all existing and future leases and tenancies, whether written or oral and whether for a definite term or month to month or otherwise, now or hereafter demising all or any portion of the property described in 1.1 and 1.2 above, including all renewals and extensions thereof and all rents, deposits and other amounts received or receivable thereunder (in accepting this Security Instrument neither Lender nor Trustee assumes any liability for the performance of any such lease); and

1.6 **Books and Records.** All books and records of Borrower relating to the foregoing in any form.

2. Security Agreement and Assignment of Leases and Rents.

2.1 Security Agreement. To the extent any of the property described in Section 1 is personal property, Borrower, as debtor, grants to Lender, as secured party, a security interest therein and in all products and proceeds of any thereof, pursuant to the Uniform Commercial Code of the state of Oregon (the "UCC"), on the terms and conditions contained herein. Lender hereby assigns such security interest to Trustee, in trust, for the benefit of Lender to be dealt with as a portion of the "Property" except as otherwise specified herein. Borrower hereby authorizes Lender to file any financing statement, fixture filing or similar filing to perfect the security interests granted in this Security instrument without Borrower's signature.

2.2 Assignment of Leases and Rents.

2.2.1 Assignment for Security. As security for the obligations secured by this Security instrument, Borrower hereby unconditionally grants, transfers, conveys, sells, sets over and assigns to Lender, and grants to Lender a lien on and security interest in, all of Borrower's right, title and interest now existing and hereafter arising in and to the leases, subleases, concessions, licenses, franchises, occupancy agreements, tenancies, subtenancies and other agreements, either oral or written, now existing and hereafter arising which affect the Property, Borrower's interest therein or any improvements located thereon, together with any and all security deposits, guaranties of the lessees' or tenants' obligations (including any and all security therefor), and other security under any such leases, subleases, concessions, licenses, franchises, occupancy agreements, tenancies, subtenancies and other agreements (all of the foregoing, and any and all extensions, modifications and renewals thereof, shall be referred to, collectively, as the "Leases"), and hereby gives to and confers upon Lender the right to collect all the income, rents, issues, profits, royalties and proceeds from the Leases and any business conducted on the Property and any and all prepaid rent and security deposits thereunder (collectively, the "Rents"). Pursuant to Oregon Revised Statutes ("ORS") 93.806, recording of this Security instrument will immediately perfect the lien and security interest in favor of Lender. Borrower irrevocably appoints Lender its true and lawful attorney at the option of Lender at any time to demand, receive and enforce payment, to give receipts, releases and satisfactions and to sue, either in the name of Borrower or in the name of Lender, for all such Rents and apply the same to the obligations secured by this Security instrument.

2.2.2 Revocable License to Collect. Notwithstanding the foregoing assignment of Rents, so long as no Event of Default (as defined below) remains uncured, Borrower shall have a revocable license, to collect all Rents, and to retain the same. Upon any Event of Default, Borrower's license to collect and retain Rents shall terminate automatically and without the necessity for any notice.

2.2.3 Collection and Application of Rents by Lender. While any Event of Default remains uncured: (i) Lender may at any time, without notice, in person, by agent or by court-appointed receiver, and without regard to the adequacy of any security for the obligations secured by this Security instrument, enter upon any portion of the Property and/or, with or without taking possession thereof, in its own name sue for or otherwise collect Rents (including past due amounts); and (ii) without demand by Lender therefor, Borrower shall promptly deliver to Lender all prepaid rents, deposits relating to Leases or Rents, and all other Rents then held by or thereafter collected by Borrower, whether prior to or during the continuance of any Event of Default. Any Rents collected by or delivered to Lender may be applied by Lender against the obligations secured by this Security instrument, less all expenses, including attorneys' fees and disbursements, in such order as Lender shall determine in its sole and absolute discretion. No application of Rents against any obligation secured by this Security

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instrument or other action taken by Lender under this Section 2.2 shall be deemed or construed to cure or waive any Event of Default, or to invalidate any other action taken in response to such Event of Default, or to make Lender a mortgagee-in-possession of the Property.

2.2.4 **Direction to Tenants.** Borrower hereby irrevocably authorizes and directs the tenants under all Leases to pay all amounts owing to Borrower thereunder to Lender following receipt of any written notice from Lender that states that an Event of Default remains uncured and that all such amounts are to be paid to Lender. Borrower further authorizes and directs all such tenants to pay all such amounts to Lender without any right or obligation to inquire as to the validity of Lender's notice and regardless of the fact that Borrower has notified any such tenants that Lender's notice is invalid or has directed any such tenants not to pay such amounts to Lender.

2.2.5 **No Liability.** Neither Lender nor Trustee shall have any obligation to exercise any right given to either of them under this Security instrument and neither shall be deemed to have assumed any obligation of Borrower with respect to any agreement, lease or other property in which a lien or security interest is granted under this Security instrument.

3. **Obligations Secured.** This Security instrument is given for the purpose of securing:

3.1 **Performance and Payment.** The performance of the obligations contained herein and the payment of \$9,400,000.00 with interest thereon and all other amounts payable according to the terms of a promissory note of even date herewith made by Borrower, payable to Lender or order, having a maturity date of September 1, 2046, and any and all extensions, renewals, modifications or replacements thereof, whether the same be in greater or lesser amounts (the "Note"), which Note may provide for one or more of the following: (a) a variable rate of interest; (b) a balloon payment at maturity; or (c) deferral of a portion of accrued interest under certain circumstances with interest so deferred added to the unpaid principal balance of the Note and secured hereby.

3.2 **Future Advances.** The repayment of any and all sums advanced or expenditures made by Lender subsequent to the execution of this Security instrument for the maintenance or preservation of the Property or advanced or expended by Lender pursuant to any provision of this Security instrument subsequent to its execution, together with interest thereon.

3.3 **Interest.** All of the obligations secured by this Security instrument shall bear interest at the rate of interest applicable to the Note (including interest at the Default Rate, as defined in the Note, as applicable), which interest shall also be secured by this Security instrument.

3.4 **Other Amounts.** All other obligations and amounts now or hereafter owing by Borrower to Lender under this Security instrument, the Note or any other document, instrument or agreement evidencing, securing or otherwise relating to the loan evidenced by the Note and any and all extensions, renewals, modifications or replacements of any thereof (collectively, the "Loan Documents"); provided, however, that this Security instrument does not and shall not in any event be deemed to, secure the obligations owing to Lender under: (a) any certificate and indemnity agreement regarding hazardous substances (the "indemnity Agreement") executed in connection with such loan (or any obligations that are the substantial equivalent thereof); or (b) any guaranty of such loan.

4. **Warranties and Covenants of Borrower.** Borrower represents and warrants to, and covenants and agrees with, Lender as provided herein. All representations and warranties contained in this Security instrument are true and correct in all material respects as of the date of this Security instrument and shall remain true and correct in all material respects as of each date thereafter while

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this Security Instrument remains of record or any portion of the obligations secured hereby remains unpaid.

4.1 Warranties.

4.1.1 Borrower has full power and authority to grant the Property to Trustee and warrants the Property to be free and clear of all liens, charges, and other monetary encumbrances except those appearing in the title insurance policy accepted by Lender in connection with this Security instrument.

4.1.2 To Borrower's knowledge after reasonable inquiry and except as otherwise disclosed to Lender in writing, the Property is free from damage (including, but not limited to, any construction defects or nonconforming work) that would materially impair the value of the Property as security.

4.1.3 The loan evidenced by the Note and secured by this Security instrument is solely for business or commercial purposes, and is not for personal, family, household or agricultural purposes.

4.1.4 To Borrower's knowledge after reasonable inquiry and except as otherwise disclosed to Lender in writing, Borrower, the Property and the present and contemplated use and occupancy of the Property are in compliance with all applicable laws, codes and regulations in all material respects.

4.1.5 Any and all rent rolls, property operating statements and other financial reports ("Financial Reports") furnished to Lender in connection with the loan evidenced by the Note are true and correct in all material respects as of their dates, and no material adverse change has occurred in the matters reported in those Financial Reports since the dates of the last submission of those Financial Reports that has not been disclosed to Lender in writing.

4.1.6 Borrower has determined in good faith that: (a) the loan evidenced and secured by the Loan Documents, including any guaranty, is an arm's-length transaction on market rate terms; (b) neither Lender nor any of its affiliates exercised any discretionary authority or control over, or rendered any investment advice in connection with, Borrower's decision to enter into such loan; and (c) the statements in (a) and (b) are also true with respect to any previous loan made by Lender and secured by the Property or any part thereof, both as of such loan's origination and through its life.

4.2 Preservation of Lien. Borrower will preserve and protect the priority of this Security instrument as a first lien on the Property. If Borrower fails to do so, Lender may take any and all actions necessary or appropriate to do so and all sums expended by Lender in so doing shall be treated as part of the obligations secured by this Security Instrument, shall be paid by Borrower upon demand by Lender and shall bear interest at the highest rate borne by any of the obligations secured by this Security instrument.

4.3 Repair and Maintenance of Property. Borrower will keep the Property in good condition and repair, which duty shall include but is not limited to cleaning, painting, landscaping, repairing, and refurbishing of the Property; will complete and not remove or demolish, alter, or make additions to any building or other improvement that is part of the Property, or construct any new structure on the Property, without the express written consent of Lender; will underpin and support when necessary any such building or other improvement and protect and preserve the same; will complete or restore promptly and in good and workmanlike manner any such building or other

Loan No.: 100014087

Improvement that may be damaged or destroyed and pay when due all claims for labor performed and materials furnished therefor; will not commit, suffer, or permit any act upon the Property in violation of law; and will do all other acts that from the character or use of the Property may be reasonably necessary for the continued operation of the Property in a safe and legal manner, the specific enumerations herein not excluding the general. Notwithstanding anything in this Security Instrument to the contrary, Borrower may make commercially reasonable minor alterations, improvements and replacements to the Property in a manner customary for similar properties.

4.4 Insurance.

4.4.1 Insurance Coverage. Borrower will provide and maintain, as further security for the faithful performance of the obligations secured by this Security Instrument, such property, liability, rental income interruption, flood and other insurance coverage as Lender may reasonably require from time to time. All such insurance must be acceptable to Lender in all respects including but not limited to the amount of coverage, policy forms, endorsements, identity of insurance companies and amount of deductibles.

4.4.2 Acknowledgment of Insurance Requirements. Lender's initial insurance requirements are set forth in the acknowledgment of insurance requirements dated on or about the date of this Security Instrument and entered into in connection with the loan evidenced by the Note.

4.4.3 Endorsement In Favor of Lender. All policies of insurance on the Property, whether or not required by the terms of this Security Instrument (including but not limited to earthquake/earth movement insurance), shall name Lender as mortgagee and loss payee pursuant to a mortgage endorsement on a form acceptable to Lender.

4.4.4 Changes In Insurance Requirements. Lender may change its insurance requirements from time to time, in its reasonable discretion, throughout the term of the obligations secured by this Security Instrument by giving written notice of such changes to Borrower. Without limiting the generality of the foregoing, Borrower shall from time to time obtain such additional coverages or make such increases in the amounts of existing coverage as may reasonably be required by written notice from Lender. Lender reserves the right, in its reasonable discretion, to increase the amount of the required coverages, require insurance against additional risks, or withdraw approval of any insurance company at any time.

4.4.5 Control of Proceeds. Lender shall have the right to control or direct the proceeds of all policies of insurance on the Property, whether or not required by the terms of this Security Instrument, as provided in Section 4.4.6 below, and all proceeds of all such policies are hereby assigned to Lender as security for the obligations secured by this Security Instrument. Borrower shall be responsible for all uninsured losses and deductibles.

4.4.6 Damage and Destruction.

(a) **Borrower's Obligations.** In the event of any damage to or loss or destruction of the Property (a "Casualty"): (i) if it could reasonably be expected to cost more than the Casualty Threshold Amount (as defined below) to repair the Casualty, Borrower shall give prompt written notice of the Casualty to Lender and to Borrower's insurer, and shall make a claim under each insurance policy providing coverage therefor; (ii) Borrower shall take such actions as are necessary or appropriate to preserve and protect the Property; (iii) if the aggregate proceeds of any and all insurance policies insuring the Property, whether or not required by this Security Instrument, that are payable as a result

Loan No.: 100014087

of the Casualty (collectively, the "insurance Proceeds") could reasonably be expected to exceed the Casualty Threshold Amount, or if a Default exists, Borrower shall take such actions as are necessary or appropriate to ensure that all insurance Proceeds are paid to Lender forthwith to be held by Lender until applied to the obligations secured hereby or disbursed in accordance with this Section 4.4.6; and (iv) unless otherwise instructed by Lender, regardless of whether the Insurance Proceeds, if any, are sufficient for the purpose, Borrower shall promptly commence and diligently pursue to completion in a good, workmanlike and lien-free manner the restoration, replacement and rebuilding of the Property as nearly as possible to its value, condition and character immediately prior to the Casualty (collectively, the "Restoration"). If the Restoration will cost more than the Casualty Threshold Amount to repair, Borrower shall submit the proposed plans and specifications for the Restoration, and all construction contracts, architect's contracts, other contracts in connection with the Restoration, and such other documents as Lender may reasonably request to Lender for its review and approval. Borrower shall not begin the Restoration unless and until Lender gives its written approval of such plans, specifications, contracts and other documents, with such revisions as Lender may reasonably require. Notwithstanding the foregoing, Lender shall not be responsible for the sufficiency, completeness, quality or legality of any such plans, specifications, contracts or other documents. Borrower shall pay, within ten days after demand by Lender, all costs reasonably incurred by Lender in connection with the adjustment, collection and disbursement of Insurance Proceeds pursuant to this Security Instrument or otherwise in connection with the Casualty or the Restoration.

(b) **Casualty Threshold Amount.** As used in this Security Instrument, the term "Casualty Threshold Amount" means the lesser of \$250,000 or five percent of the original face principal amount of the Note.

(c) **Lender's Rights.** Lender shall have the right and power to receive and control all Insurance Proceeds required to be paid to it pursuant to subsection (a)(iii) above. Borrower hereby authorizes and empowers Lender, in its own name or as attorney-in-fact for Borrower (which power is coupled with an interest and is irrevocable so long as this Security Interest remains of record), to make proof of loss, to settle, adjust and compromise any claim under insurance policies on the Property, to appear in and prosecute any action arising from such insurance policies, to collect and receive Insurance Proceeds, and to deduct therefrom Lender's expenses incurred in the adjustment, collection and disbursement of such Insurance Proceeds or otherwise in connection with the Casualty or the Restoration. Each insurance company concerned is hereby irrevocably authorized and directed to make payment of all Insurance Proceeds directly to Lender. Notwithstanding anything to the contrary, neither Trustee nor Lender shall be responsible for any such insurance, the collection of any Insurance Proceeds, or the insolvency of any insurer.

(d) **Application of Proceeds.** If, at any time while Lender holds any Insurance Proceeds, an Event of Default exists or Lender determines in its reasonable discretion that the security for the obligations secured hereby is impaired, Lender shall have the option, in its sole discretion, to apply the Insurance Proceeds to the obligations secured hereby in such order as Lender may determine (or to hold such proceeds for future application to those obligations). Without limiting the generality of the foregoing, Lender's security will be deemed to be impaired if: (i) an Event of Default exists; (ii) Borrower fails to satisfy any condition precedent to disbursement of Insurance Proceeds to pay the cost of the Restoration within a reasonable time; or (iii) Lender determines in its reasonable discretion that it could reasonably be expected that (A) Borrower will not have sufficient funds to complete the Restoration and timely pay all expenses of the Property and all payments due under the Note and the other Loan Documents through the completion of the Restoration and any leaseup period thereafter, (B) the rental income from the Property will be insufficient to timely pay all expenses of the Property

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and payments due under the Note and the other Loan Documents on an ongoing basis after completion of the Restoration, or (C) the Restoration cannot be completed at least six months prior to the maturity date of the Note and within one year after the date of the Casualty.

(e) **Disbursement of Proceeds.** If Lender is not entitled to apply the insurance Proceeds to the obligations secured hereby, Lender (or at Lender's election, a disbursing or escrow agent selected by Lender and whose fees shall be paid by Borrower) shall disburse the Insurance Proceeds for the Restoration from time to time as the Restoration progresses, but only after satisfaction, at Borrower's expense, of such conditions precedent to such disbursements as Lender may reasonably require including but not limited to the following: (i) Borrower shall have delivered to Lender evidence reasonably satisfactory to Lender of the estimated cost of the Restoration; (ii) Lender shall have approved the plans, specifications and contracts for the Restoration as required by Section 4.4.6(a); (iii) Borrower shall have delivered to Lender funds in addition to the insurance Proceeds in an amount sufficient in Lender's reasonable judgment to complete and fully pay for the Restoration; (iv) Borrower shall have delivered to Lender such building permits, other permits, architect's certificates, waivers of lien, contractor's sworn statements, title insurance endorsements, plats of survey and other evidence of cost, payment and performance as Lender may reasonably require and approve; and (v) if required by Lender, Borrower shall have entered into an agreement providing in greater detail for the Restoration, the disbursement of Insurance Proceeds and related matters. No payment made prior to the final completion of the Restoration shall exceed ninety percent of the value of the work performed and materials incorporated into the Property from time to time, as such value is determined by Lender in its reasonable judgment. Disbursements may, at Lender's election, be made on a percentage of completion basis or on such other basis as is acceptable to Lender. Disbursements shall be subject to Borrower's delivery of such lien waivers as Lender may require, and otherwise on terms and subject to conditions acceptable to Lender. From time to time after commencement of the Restoration, if so requested by Lender, Borrower shall deposit with Lender funds in excess of the insurance Proceeds which, together with the insurance Proceeds and all funds previously deposited with Lender in connection with the Restoration, must at all times be at least sufficient in the reasonable judgment of Lender to pay the entire unpaid cost of the Restoration. Funds so deposited by Borrower may at Lender's option be disbursed prior to the disbursement of insurance Proceeds. Lender may retain a construction consultant to inspect the Restoration and related matters on Lender's behalf and to advise Lender with respect thereto and Borrower shall pay the cost thereof; provided that neither Borrower nor any other person or entity other than Lender shall have any right to rely on any inspection or advice of such consultant. Such consultant shall not be the agent of Lender and shall not have the power to bind Lender in any way. Any surplus insurance Proceeds or other funds held by Lender pursuant to this Section 4.4.6 that may remain after payment of all costs of the Restoration shall be paid to Borrower (or to such other person or entity as Lender reasonably determines is entitled thereto) so long as no Default then exists. No interest shall be allowed to Borrower on account of any Insurance Proceeds or other funds held by Lender pursuant to this Section 4.4.6, but at Borrower's request, Lender will deposit such amounts into a blocked interest-bearing account with Lender over which Lender has sole possession, authority and control, in which Lender has a perfected first-priority security interest to secure the obligations secured by this Security Instrument, and otherwise on terms and conditions satisfactory to Lender in its sole discretion. Notwithstanding the above, if an Event of Default exists prior to full disbursement of the insurance Proceeds and any other funds held by Lender pursuant to this Section 4.4.6, any undisbursed portion thereof may, at Lender's option, be applied against the obligations secured by this Security Instrument, whether or not then due, in such order and manner as Lender shall select.

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(f) **Effect on the Indebtedness.** Any reduction in the obligations secured hereby resulting from the application of Insurance Proceeds or other funds pursuant to this subsection 4.4.6 shall be deemed to take effect only on the date of such application; provided that, if any insurance Proceeds are received after the Property is sold in connection with a judicial or nonjudicial foreclosure of this Security instrument, or is transferred by deed in lieu of such foreclosure, notwithstanding any limitation on Borrower's liability contained herein or in the Note, the purchaser at such sale (or the grantee under such deed) shall have the right to receive and retain all such Insurance Proceeds and all unearned premiums for all insurance on the Property. No application of insurance Proceeds or other funds to the obligations secured hereby shall result in any adjustment in the amount or due dates of Installments due under the Note. No application of insurance Proceeds to the obligations secured hereby shall, by itself, cure or waive any Default or any notice of default under this Security instrument or invalidate any act done pursuant to such notice or result in the waiver of any collateral securing the Note.

4.4.7 Oregon insurance Warning.

WARNING

Unless Borrower provides Lender with evidence of the insurance coverage required by this Security instrument, Lender may purchase insurance at Borrower's expense to protect Lender's interest. This insurance may, but need not, also protect Borrower's interest. If the Property becomes damaged, the coverage Lender purchases may not pay any claim Borrower makes or any claim made against Borrower. Borrower may later cancel this coverage by providing evidence that Borrower has obtained property coverage elsewhere. Borrower is responsible for the cost of any insurance purchased by Lender. The cost of this insurance may be added to Borrower's loan balance. If the cost is added to Borrower's loan balance, the interest rate on the underlying loan will apply to this added amount. The effective date of coverage may be the date Borrower's prior coverage lapsed or the date Borrower failed to provide proof of coverage. The coverage Lender purchases may be considerably more expensive than insurance Borrower can obtain on its own and may not satisfy any need for property damage coverage or any mandatory liability insurance requirements imposed by applicable law.

4.5 Right of Inspection. Subject to the rights of tenants, Borrower shall permit Lender or its agents or independent contractors (including, but not limited to, appraisers, environmental consultants and construction consultants), at all reasonable times, to enter upon and inspect the Property.

4.6 Compliance with Laws, Etc.; Preservation of Licenses. Borrower shall comply in all material respects with (a) all laws, statutes, ordinances, rules, regulations, licenses, permits, approvals, orders, judgments and other requirements of governmental authorities applicable to Borrower, the Property or Borrower's use thereof, and (b) all easements, licenses and agreements relating to the Property or Borrower's use thereof. Borrower shall observe and comply with all requirements necessary to the continued existence and validity of all rights, licenses, permits, privileges, franchises and concessions relating to any existing or presently contemplated use of the Property, including but not limited to any zoning variances, special exceptions and nonconforming use permits.

4.7 Further Assurances. Borrower will, at its expense, from time to time execute and deliver any and all such instruments of further assurance and other instruments and do any and all such acts, or cause the same to be done, as Trustee or Lender deems necessary or advisable to grant the Property to Trustee or to carry out more effectively the purposes of this Security instrument.

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4.8 Legal Actions. Borrower will appear in and defend any action or proceeding before any court or administrative body purporting to affect the security hereof or the rights or powers of Lender or Trustee; and will pay all costs and expenses, including cost of evidence of title, title insurance premiums and any fees of attorneys, appraisers, environmental inspectors and others, incurred by Lender or Trustee, in a reasonable sum, in any such action or proceeding in which Lender or Trustee may appear, in any suit or other proceeding to foreclose this Security Instrument, and in any trustee's sale under this Security Instrument.

4.9 Taxes, Assessments and Other Liens. Borrower will pay prior to delinquency all taxes, assessments, encumbrances, charges, and liens with interest, on the Property or any part thereof, including but not limited to any tax on or measured by rents of the Property, the Note, this Security Instrument, or any obligation or part thereof secured hereby.

4.10 Expenses. Borrower will pay all costs, fees and expenses reasonably incurred by Lender or Trustee in connection with this Security Instrument.

4.11 Repayment of Expenditures. Borrower will pay within five (5) days after written demand all amounts secured by this Security Instrument, other than principal of and interest on the Note, with interest from date of expenditure at the rate of interest borne by the Note and the repayment thereof shall be secured by this Security Instrument.

4.12 Financial and Operating Information. Within ninety (90) days after the end of each fiscal year of Borrower, Borrower shall furnish to Lender the following in such form as Lender may require: (a) an itemized statement of income and expenses for Borrower's operation of the Property for that fiscal year; and (b) a rent schedule for the Property showing the name of each tenant, and for each tenant, the space occupied, the lease expiration date, the rent payable for the current month, the date through which rent has been paid, all security deposits held (and the institution in which they are held) and any related information requested by Lender.

In addition, within twenty (20) days after written request by Lender, Borrower shall furnish to Lender such financial statements and other financial, operating and ownership information about the Property, Borrower, owners of equity interests in Borrower, guarantors of the obligations secured hereby, and commercial tenants or occupants of any portion of the Property that are affiliates of Borrower or of any such guarantor, as Lender may require.

If Borrower fails to provide Lender with any of the financial and operating information required to be provided under this Section within the time periods required under this Section and such failure continues after Lender has provided Borrower with thirty (30) days' notice and opportunity to cure such failure, Borrower shall pay to Lender, as liquidated damages for the extra expense in servicing the loan secured hereby, Five Hundred Dollars (\$500) on the first day of the month following the expiration of such thirty (30)-day period and One Hundred Dollars (\$100) on the first day of each month thereafter until such failure is cured. All such amounts shall be secured by this Security Instrument. Payment of such amounts shall not cure any Default or Event of Default resulting from such failure.

4.13 Sale, Transfer, or Encumbrance of Property.

4.13.1 Encumbrances; Entity Changes. Except as otherwise provided below, Borrower shall not, without the prior written consent of Lender, further encumber the Property or any interest therein, or cause or permit any change in the entity, ownership, or control of Borrower without first repaying in full the Note and all other sums secured hereby.

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4.13.2 Sales, Transfers, Conveyances. Except as otherwise provided below, Borrower shall not, without the prior written consent of Lender (which consent shall be subject to the conditions set forth below), sell, transfer, or otherwise convey the Property or any interest therein, voluntarily or involuntarily, without first repaying in full the Note and all other sums secured hereby.

4.13.3 Conditions to Lender's Consent. Lender will not unreasonably withhold its consent to a sale, transfer, or other conveyance of the Property, provided however, that:

(a) Borrower shall provide to Lender a loan application on such form as Lender may require executed by the proposed transferee and accompanied by such other documents as Lender may require in connection therewith;

(b) Lender may consider the factors normally used by Lender as of the time of the proposed assumption in the process of determining whether or not to lend funds, and may require that the Property and the proposed transferee meet Lender's then-current underwriting, legal, regulatory and related requirements as of that time;

(c) Lender may specifically evaluate the financial responsibility, structure and real estate operations experience of any potential transferee;

(d) Lender may require that it be provided at Borrower's expense, with an appraisal of the Property, an on-site inspection of the Property, and such other documents and items, from appraisers, inspectors and other parties satisfactory to Lender, and may require that Borrower or the transferee of the Property correct any items of deferred maintenance that may be identified by Lender;

(e) Lender may, as a condition to granting its consent to a sale, transfer, or other conveyance of the Property, require in its sole discretion the payment by Borrower of a fee (the "Consented Transfer Fee") of one percent (1.0%) of the unpaid principal balance of the Note; and

(f) No Default or Event of Default (each as defined below) has occurred and is continuing.

In connection with any sale, transfer or other conveyance of the Property to which Lender is asked to consent, Borrower agrees to pay to Lender, in addition to any sums specified above, for Lender's expenses incurred in reviewing and evaluating such matter, the following amounts: (i) a nonrefundable review fee in accordance with Lender's fee schedule in effect at the time of the request, which fee shall be paid by Borrower to Lender upon Borrower's request for Lender's consent and shall be applied to the Consented Transfer Fee if Lender's consent is given to such sale, transfer, or other conveyance of the Property; (ii) Lender's reasonable attorneys' fees and other reasonable out-of-pocket expenses incurred in connection with such request for consent and in connection with such sale, transfer or other conveyance; and (iii) document preparation fees and other fees in accordance with Lender's fee schedule in effect at the time. In addition, prior to or at the time of any sale, transfer or other conveyance to which Lender grants its consent, Borrower shall obtain and provide to Lender a fully and duly executed and acknowledged assumption agreement in form and substance satisfactory to Lender under which the transferee of the Property assumes liability for the loan evidenced by the Note and secured by this Security instrument together with such financing statements and other documents as Lender may require. Borrower and any guarantors of such loan shall continue to be obligated for repayment of such loan unless and until Lender has entered into a written assumption agreement specifically releasing them from such liability in Lender's sole discretion.

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Consent to any one such occurrence shall not be deemed a waiver of the right to require consent to any future occurrences.

4.13.4 Unconsented Transfers. In each instance in which a sale, transfer or other conveyance of the Property, or any change in the entity, ownership, or control of Borrower, occurs without Lender's prior written consent thereto having been given, and regardless of whether Lender elects to accelerate the maturity date of the Note (any of the foregoing events is referred to as an "Unconsented Transfer"), Borrower and its successors shall be jointly and severally liable to Lender for the payment of a fee (the "Unconsented Transfer Fee") of two percent (2.0%) of the unpaid principal balance of the Note as of the date of such Unconsented Transfer. The Unconsented Transfer Fee shall be due and payable upon written demand therefor by Lender, and shall be secured by this Security Instrument; provided, however, that payment of the Unconsented Transfer Fee shall not cure any Event of Default resulting from the Unconsented Transfer.

4.13.5 No Waiver. Lender's waiver of any of the Consented Transfer Fee, the Unconsented Transfer Fee or any other amount payable hereunder, in whole or in part for any one sale, transfer or other conveyance shall not preclude the imposition thereof in connection with any other sale, transfer or other conveyance.

4.13.6 Permitted Transfers. Notwithstanding the foregoing and notwithstanding Section 4.14, Lender's consent will not be required, and neither the Consented Transfer Fee nor the Unconsented Transfer Fee will be imposed, for any Permitted Transfer (as defined below), so long as all Transfer Requirements (as defined below) applicable to such Permitted Transfer are timely satisfied. As used herein, the following terms have the meanings set forth below:

"Permitted Transfer" means:

- (a) The transfer of less than twenty-five percent (25%) in the aggregate during the term of the Note of the Equity interests (as defined below) in Borrower (or in any entity that owns, directly or indirectly through one or more intermediate entities, an Equity Interest in Borrower), in addition to any transfers permitted under subparagraphs (b) or (c) of this definition (a "Minority Interest Transfer");
- (b) A transfer that occurs by devise, descent or operation of law upon the death of a natural person (a "Decedent Transfer");
- (c) A transfer made for *bona fide* estate planning purposes (i) to one or more non-minor Immediate Family Members of the transferor (or in the case of a transferor that is a trust or trustee, to one or more non-minor Immediate Family Members of a settlor of the applicable trust) or (ii) to one or more trusts established for the benefit of the transferor and/or one or more immediate Family Members of the transferor (or in the case of a transferor that is a trust or trustee, to one or more trusts established for the benefit of one or more immediate Family Members of a settlor of the applicable transferor trust) (an "Estate Planning Transfer"); or
- (d) A transfer of furniture, fixtures or equipment if they are reasonably deemed to be surplus to the normal operation and use of the Property or if they are promptly replaced by similar items of at least equivalent value and utility.

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4.16.2 Application. If the total of the payments to Lender under subsection 4.16.1 (collectively, the "impounds") in any one year exceeds the amounts actually paid by Lender for impositions, such excess may be credited by Lender on subsequent payments under this section. At any time after the occurrence and during the continuance of an Event of Default and at or prior to the foreclosure sale, Lender may apply any balance of Impounds it holds to any of the Secured Obligations and in such order as Lender may elect. If Lender does not so apply such Impounds at or prior to the foreclosure sale, the purchaser at such sale shall be entitled to all such impounds. If Borrower gives a deed in lieu of foreclosure of this Security Instrument, the balance of Impounds held by Lender shall become the property of Lender. Any transfer in fee of all or a part of the Property shall automatically transfer to the grantee all or a proportionate part of Borrower's rights and interest in the Impounds.

4.16.3 Tax Reporting Service. Lender may, but need not, contract with a tax reporting service covering the Property. Borrower agrees that Lender may rely on the information furnished by such tax service and agrees to pay the cost of that service within 30 days after receipt of a billing for it.

4.16.4 Limited Waiver. Notwithstanding the foregoing, Lender will not require Borrower to deposit the Impounds as provided in subsection 4.16.1 so long as: (a) the Property is owned in its entirety by the original Borrower (and not by any successor or transferee Borrower) and there is no change in the individuals exercising day-to-day powers of decision-making, management and control over either Borrower or the Property (regardless of whether Lender has consented to any such transfer or change); (b) Borrower pays, prior to delinquency, all payments of impositions that would otherwise be paid from the impounds and, if required by Lender, Borrower provides Lender with proof of such payment; (c) Lender is not required by applicable law or regulation to require Borrower to deposit any of the impounds; and (d) no Event of Default occurs (regardless of whether it is later cured). If at any time any of the foregoing requirements is not met, Lender may at any time thereafter, on 10 days written notice to Borrower, require the payment of all impounds.

4.17 Leasing Matters. Borrower shall not receive or collect any Rents in advance in excess of one month's Rent from any tenant or collect a security deposit in excess of two months' Rent from any tenant. To the extent applicable law requires any security deposits or other amounts received from tenants of the Property to be held in a segregated account, Borrower shall promptly deposit and maintain all applicable deposits and other amounts in a segregated trust account in a federally insured institution. Borrower shall perform Borrower's obligations under the Leases in all material respects. Borrower hereby consents to Lender obtaining, at any time while an Event of Default exists, copies of rent rolls and other information relating to the Leases from any governmental agency with which Borrower is obligated to file such information or that otherwise collects or receives such information.

4.18 Condominium and Cooperative Provisions. If the Property is not subject to a recorded condominium or cooperative regime on the date of this Security Instrument, Borrower will not subject the Property or any portion thereof to such a regime without the written consent of Lender, which consent may be granted or denied in Lender's sole discretion and, if granted, may be subject to such requirements as Lender may impose including but not limited to Borrower providing Lender with such title insurance endorsements and other documents as Lender may require. If the Property is subject to a condominium regime on the date of this Security Instrument: (a) Borrower represents and warrants that none of the condominium units and no portion of the common elements in the Property have been sold, conveyed or encumbered or are subject to any agreement to convey or encumber; (b) Borrower shall not in any way sell, convey or encumber or enter into a contract or agreement to sell, convey or encumber any condominium unit or any of the common elements of the Property unless expressly agreed to in writing by Lender; (c) Borrower shall operate the Property solely as a rental property; and

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(d) the Property granted, conveyed and assigned to Lender hereunder includes all rights, easements, rights of way, reservations and powers of Borrower, as owner, declarant or otherwise, under any applicable condominium act or statute and under any and all condominium declarations, survey maps and plans, association articles and bylaws and documents similar to any of the foregoing.

4.19 **Use of Property; Zoning Changes.** Unless required by applicable law, Borrower shall not: (a) except for any change in use approved by Lender in writing, allow changes in the use for which all or any part of the Property is being used at the time this Security Instrument is executed; (b) convert any individual dwelling unit or common area in the Property to primarily commercial use; or (c) initiate or acquiesce in a change in the zoning classification of the Property.

5. **Default.**

5.1 **Definition.** Any of the following shall constitute an "Event of Default" as that term is used in this Security Instrument (and the term "Default" shall mean any of the following, whether or not any requirement for notice or lapse of time has been satisfied):

5.1.1 Any regular monthly payment under the Note is not paid so that it is received by Lender within fifteen (15) days after the date when due, or any other amount secured by this Security Instrument (including but not limited to any payment of principal or interest due on the Maturity Date, as defined in the Note) is not paid so that it is received by Lender when due;

5.1.2 Any representation or warranty made by Borrower to or for the benefit of Lender herein or elsewhere in connection with the loan secured hereby, including but not limited to any representation in connection with the security therefor, shall prove to have been incorrect or misleading in any material respect;

5.1.3 Borrower or any other party thereto (other than Lender) shall fail to perform its obligations under any other covenant or agreement contained in this Security Instrument, the Note, any other Loan Document or the Indemnity Agreement, which failure continues for a period of thirty (30) days after written notice of such failure by Lender to Borrower (or within 60 days after such notice if such failure cannot reasonably be cured within such 30-day period, but can be cured within such 60-day period and Borrower is proceeding diligently to cure it), but no such notice or cure period shall apply in the case of: (i) any such failure that could, in Lender's judgment, absent immediate exercise by Lender of a right or remedy under this Security Instrument, the other Loan Documents or the Indemnity Agreement, result in harm to Lender, impairment of the Note or this Security Instrument or any other security given under any other Loan Document; (ii) any such failure that is not reasonably susceptible of being cured during such cure period; (iii) breach of any provision that contains an express cure period; or (iv) any breach of Section 4.13 or Section 4.14 of this Security Instrument;

5.1.4 Borrower or any other person or entity liable for the repayment of the indebtedness secured hereby shall become unable or admit in writing its inability to pay its debts as they become due, or file, or have filed against it, a voluntary or involuntary petition in bankruptcy, or make a general assignment for the benefit of creditors, or become the subject of any other receivership or insolvency proceeding, provided that if such petition or proceeding is not filed or acquiesced in by Borrower or the subject thereof, it shall constitute an Event of Default only if it is not dismissed within sixty (60) days after it is filed or if prior to that time the court enters an order substantially granting the relief sought therein;

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5.1.5 Borrower or any other signatory thereto shall default in the performance of any covenant or agreement contained in any mortgage, deed of trust or similar security instrument encumbering the Property, or the note or any other agreement evidencing or securing the indebtedness secured thereby, which default continues beyond any applicable cure period; or

5.1.6 A tax, charge or lien shall be placed upon or measured by the Note, this Security Instrument, or any obligation secured hereby that Borrower does not or may not legally pay in addition to the payment of all principal and interest as provided in the Note.

5.2 **Lender's and Trustee's Right to Perform.** After the occurrence and during the continuance of any Event of Default, Lender or Trustee, but without the obligation so to do and without notice to or demand upon Borrower and without releasing Borrower from any obligations hereunder, may: make any payments or do any acts required of Borrower hereunder in such manner and to such extent as either may deem necessary to protect the security hereof, Lender or Trustee being authorized to enter upon the Property for such purposes; commence, appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Lender or Trustee; pay, purchase, contest or compromise any encumbrance, charge or lien in accordance with the following paragraph; and in exercising any such powers, pay necessary expenses, employ counsel and pay a reasonable fee therefor. All sums so expended shall be payable on demand by Borrower, be secured hereby and bear interest at the Default Rate of interest specified in the Note from the date advanced or expended until repaid.

Lender or Trustee, in making any payment herein, is hereby authorized, in the place and stead of Borrower, in the case of a payment of taxes, assessments, water rates, sewer rentals and other governmental or municipal charges, fines, impositions or liens asserted against the Property, to make such payment in reliance on any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of the bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof; in the case of any apparent or threatened adverse claim of title, lien, statement of lien, encumbrance, deed of trust, mortgage, claim or charge Lender or Trustee, as the case may be, shall be the sole judge of the legality or validity of same; and in the case of a payment for any other purpose herein and hereby authorized, but not enumerated in this paragraph, such payment may be made whenever, in the sole judgment and discretion of Trustee or Lender, as the case may be, such advance or advances shall seem necessary or desirable to protect the full security intended to be created by this Security Instrument, provided further, that in connection with any such advance, Lender at its option may and is hereby authorized to obtain a continuation report of title prepared by a title insurance company, the cost and expenses of which shall be repayable by Borrower without demand and shall be secured hereby.

5.3 **Remedies on Default.** Upon the occurrence of any Event of Default all sums secured hereby shall become immediately due and payable, without notice or demand, at the option of Lender and Lender may:

5.3.1 Have a receiver appointed as a matter of right on an *ex parte* basis without notice to Borrower and without regard to the sufficiency of the Property or any other security for the indebtedness secured hereby and, without the necessity of posting any bond or other security. Such receiver shall take possession and control of the Property and shall collect and receive the Rents. If Lender elects to seek the appointment of a receiver for the Property, Borrower, by its execution of this Security Instrument, expressly consents to the appointment of such receiver, including the appointment of a receiver *ex parte* if permitted by applicable law. The receiver shall be entitled to receive a

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reasonable fee for managing the Property, which fee may be deducted from the Rents or may be paid by Lender and added to the indebtedness secured by this Security Instrument. Immediately upon appointment of a receiver, Borrower shall surrender possession of the Property to the receiver and shall deliver to the receiver all documents, records (including records on electronic or magnetic media), accounts, surveys, plans, and specifications relating to the Property and all security deposits. If the Rents are not sufficient to pay the costs of taking control of and managing the Property and collecting the Rents, any funds expended by Lender, or advanced by Lender to the receiver, for such purposes shall become an additional part of the indebtedness secured by this Security Instrument. The receiver may exclude Borrower and its representatives from the Property. Borrower acknowledges and agrees that the exercise by Lender of any of the rights conferred under this Section 5.3 shall not be construed to make Lender a mortgagee-in-possession of the Property so long as Lender has not itself entered into actual possession of the Property.

5.3.2 Foreclose this Security Instrument as a mortgage or otherwise realize upon the Property.

5.3.3 Cause Trustee to exercise its power of sale.

5.3.4 Sue on the Note as permitted under applicable law.

5.3.5 Avail itself of any other right or remedy available to it under the terms of this Security Instrument, the other Loan Documents or applicable law.

5.4 **No Waiver re Late or Partial Payments.** By accepting payment of any sum secured hereby after its due date, Lender does not waive its right either to require prompt payment when due of that or any other portion of the obligations secured by this Security Instrument. Lender may from time to time accept and apply any one or more payments of less than the full amount then due and payable on such obligations without valuing any Default, Event of Default, acceleration or other right or remedy of any nature whatsoever.

5.5 **Waiver of Marshaling, Etc.** In connection with any trustee's sale or other foreclosure sale under this Security Instrument, Borrower hereby waives, for itself and all others claiming by, through or under Borrower, any right Borrower or such others would otherwise have to require marshaling or to require that the Property be sold in parcels or in any particular order.

5.6 **Remedies Cumulative; Subrogation.** The rights and remedies accorded by this Security Instrument shall be in addition to, and not in substitution of, any rights or remedies available under now existing or hereafter arising applicable law. All rights and remedies provided for in this Security Instrument or afforded by law or equity are distinct and cumulative and may be exercised concurrently, independently or successively. The failure on the part of Lender to promptly enforce any right hereunder shall not operate as a waiver of such right and the waiver of any Default or Event of Default shall not constitute a waiver of any subsequent or other Default or Event of Default. Lender shall be subrogated to the claims and liens of those whose claims or liens are discharged or paid with the loan proceeds hereof.

6. **Condemnation, Etc.** Any and all awards of damages, whether paid as a result of judgment or prior settlement, in connection with any condemnation or other taking of any portion of the Property for public or private use, or for injury to any portion of the Property ("Awards"), are hereby assigned and shall be paid to Lender which may apply or disburse such Awards in the same manner, on the same terms, subject to the same conditions, to the same extent, and with the same effect as provided in

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Section 4.4.6 above for disposition of Insurance Proceeds. Without limiting the generality of the foregoing, if the taking results in a loss of the Property to an extent that, in the reasonable opinion of Lender, renders or is likely to render the Property not economically viable or if, in Lender's reasonable judgment, Lender's security is otherwise impaired, Lender may apply the Awards to reduce the unpaid obligations secured hereby in such order as Lender may determine, and without any adjustment in the amount or due dates of installments due under the Note. If so applied, any Awards in excess of the unpaid balance of the Note and other sums due to Lender shall be paid to Borrower or Borrower's assignee. Lender shall in no case be obligated to see to the proper application of any amount paid over to Borrower. Such application or release shall not cure or waive any Default or notice of default hereunder or invalidate any act done pursuant to such notice. Should the Property or any part or appurtenance thereof or right or interest therein be taken or threatened to be taken by reason of any public or private improvement, condemnation proceeding (including change of grade), or in any other manner, Lender may, at its option, commence, appear in and prosecute, in its own name, any action or proceeding, or make any reasonable compromise or settlement in connection with such taking or damage, and obtain all Awards or other relief therefor, and Borrower agrees to pay Lender's costs and reasonable attorneys' fees incurred in connection therewith. Lender shall have no obligation to take any action in connection with any actual or threatened condemnation or other proceeding.

7. Trustee.

7.1 General Powers and Duties of Trustee. At any time or from time to time, without liability therefor and without notice and without affecting the liability of any person for the payment of the indebtedness secured hereby, upon written request of Lender, payment of its own fees and presentation of this Security instrument and the Note for endorsement (in case of full reconveyance, for cancellation or retention), Trustee may: (a) consent to the making of any map or plat of the Property; (b) join in granting any easement or creating any restriction thereon; (c) join in any subordination or other agreement affecting this Security instrument or the lien or charge thereof; or (d) reconvey, without warranty, all or any part of the Property.

7.2 Reconveyance. Upon written request of Lender stating that all sums secured hereby have been paid, and upon surrender of this Security instrument and the Note to Trustee for cancellation and retention and upon payment of its fees, Trustee shall reconvey, without warranty, the Property then held hereunder. The recitals in any reconveyance executed under this Security instrument of any matters of fact shall be conclusive proof of the truthfulness thereof. The grantee in such reconveyance may be described as "the person or persons legally entitled thereto."

7.3 Powers and Duties on Default. Upon written request therefor by Lender specifying the nature of the Event of Default, or the nature of the several Events of Default, and the amount or amounts due and owing, Trustee shall execute a written notice of default and of its election to cause the Property to be sold to satisfy the obligation secured hereby, and shall cause such notice to be recorded and otherwise given according to law. Notice of sale having been given as then required by law and not less than the time then required by law having elapsed after recordation of such notice of breach, Trustee, without demand on Borrower, shall sell the Property at the time and place of sale specified in the notice, as provided by statute, either as a whole or in separate parcels and in such order as it may determine, at public auction to the highest and best bidder for cash in lawful money of the United States, payable at time of sale. Borrower agrees that such a sale (or a sheriff's sale pursuant to judicial foreclosure) of all the Property as real estate constitutes a commercially reasonable disposition thereof, but that with respect to all or any part of the Property which may be personal property Trustee shall have and exercise, at Lender's sole election, all the rights and remedies of a secured party under the

Loan No.: 100014087

UCC. Whenever notice of such a sale is permitted or required hereunder or under the UCC, ten (10) days shall be deemed reasonable. Trustee may postpone sale of all or any portion of the Property, and from time to time thereafter may postpone such sale, as provided by statute. Trustee shall deliver to the purchaser its deed conveying the Property so sold, but without any covenant or warranty, express or implied. The recital in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person other than Trustee, including Borrower or Lender, may purchase at such sale. After deducting all costs, fees and expenses of Trustee and of this trust, including the cost of evidence of title search and title insurance and reasonable counsel fees in connection with sale, Trustee shall apply the proceeds of sale to payment of all sums secured hereby in such order as Lender may determine and the remainder, if any, to Borrower or otherwise paid or applied as permitted by applicable law.

7.4 Reassignment of Security Interest. At the request of Lender, Trustee shall reassign to Lender the security interest created hereby and after such reassignment Lender shall have the right, upon the occurrence or continuance of any Event of Default, to realize upon the personal property subject to this Security Instrument, independent of any action of Trustee, pursuant to the UCC.

7.5 Acceptance of Trust. Trustee accepts this trust when this Security Instrument, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto except Lender of pending sale under any other deed of trust or of any action or proceeding in which Borrower, Lender or Trustee shall be a party unless brought by Trustee.

7.6 Reliance. Trustee, upon presentation to it of an affidavit signed by Lender setting forth facts showing an Event of Default, is authorized to accept as true and conclusive all facts and statements therein, and to act thereon hereunder.

7.7 Replacement of Trustee. Lender may, from time to time, as provided by statute, appoint another trustee in place and stead of Trustee herein named, and thereupon Trustee herein named shall be discharged and the trustee so appointed shall be substituted as Trustee hereunder, with the same effect as if originally named Trustee herein.

8. Notices. Any notice to or demand on Borrower in connection with this Security instrument or the obligations secured hereby shall be deemed to have been sufficiently made when deposited in the United States mails (with first-class or registered or certified postage prepaid), addressed to Borrower at Borrower's address set forth above. Any notice to or demand on Trustee or Lender, as applicable, in connection with this Security instrument or such obligations shall be deemed to have been sufficiently made when deposited in the United States mails with registered or certified postage prepaid, return receipt requested, and addressed to Trustee at Trustee's address set forth above or to Lender at the following address:

JPMorgan Chase Bank, N.A.
P.O. Box 9178
Coppell, Texas 75019-9178
Attention: Portfolio Administration

Any party may change the address for notices to that party by giving written notice of the address change in accordance with this section.

9. Modifications, Etc. Each person or entity now or hereafter owning any interest in the Property agrees, by executing this Security Instrument or taking the Property subject to it, that Lender may in its sole discretion and without notice to or consent of any such person or entity: (i) extend the time for

Loan No.: 100014087

payment of the obligations secured hereby; (ii) discharge or release any one or more parties from their liability for such obligations in whole or in part; (iii) delay any action to collect on such obligations or to realize on any collateral therefor; (iv) release or fail to perfect any security for such obligations; (v) consent to one or more transfers of the Property, in whole or in part, on any terms; (vi) waive or release any of holder's rights under any of the Loan Documents; (vii) agree to an increase in the amount of such obligations or to any other modification of such obligations or of the Loan Documents; or (viii) proceed against such person or entity before, at the same time as, or after it proceeds against any other person or entity liable for such obligations.

10. Successors and Assigns. All provisions herein contained shall be binding upon and inure to the benefit of the respective successors and assigns of the parties.

11. Governing Law; Severability. This Security instrument shall be governed by the law of the state of Oregon. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, the conflict shall not affect other provisions of this Security instrument or the Note that can be given effect without the conflicting provision and to this end the provisions of this Security Instrument and the Note are declared to be severable.

12. Borrower's Right to Possession. Borrower may be and remain in possession of the Property for so long as no Event of Default exists and Borrower may, while it is entitled to possession of the Property, use the same.

13. Maximum Interest. No provision of this Security Instrument or of the Note shall require the payment or permit the collection of interest in excess of the maximum permitted by law. If any excess of interest in such respect is herein or in the Note provided for, neither Borrower nor its successors or assigns shall be obligated to pay that portion of such interest that is in excess of the maximum permitted by law, and the right to demand the payment of any such excess shall be and is hereby waived and this Section 13 shall control any provision of this Security instrument or the Note that is inconsistent herewith.

14. Attorneys' Fees and Legal Expenses. In the event of any Default under this Security instrument, or in the event that any dispute arises relating to the interpretation, enforcement or performance of any obligation secured by this Security instrument, Lender shall be entitled to collect from Borrower on demand all fees and expenses incurred in connection therewith, including but not limited to fees of attorneys, accountants, appraisers, environmental inspectors, consultants, expert witnesses, arbitrators, mediators and court reporters. Without limiting the generality of the foregoing, Borrower shall pay all such costs and expenses incurred in connection with: (a) arbitration or other alternative dispute resolution proceedings, trial court actions and appeals; (b) bankruptcy or other insolvency proceedings of Borrower, any guarantor or other party liable for any of the obligations secured by this Security instrument or any party having any interest in any security for any of those obligations; (c) judicial or nonjudicial foreclosure on, or appointment of a receiver for, any of the Property; (d) post-judgment collection proceedings; (e) all claims, counterclaims, cross-claims and defenses asserted in any of the foregoing whether or not they arise out of or are related to this Security Instrument; (f) all preparation for any of the foregoing; and (g) all settlement negotiations with respect to any of the foregoing. Notwithstanding anything to the contrary set forth in this Security Instrument or the other Loan Documents, in the event of any litigation between Borrower and Lender outside the context of a bankruptcy proceeding involving Borrower as debtor, which litigation arises out of or is related to the loan evidenced by the Note or to the Property, if Borrower is the ultimate prevailing party therein and

Loan No.: 100014087

Lender is not the ultimate prevailing party, Borrower shall be entitled to recover from Lender Borrower's costs and expenses, including attorneys' fees, incurred therein.

15. Prepayment Provisions. If at any time after an Event of Default and acceleration of the indebtedness secured hereby there shall be a tender of payment of the amount necessary to satisfy such indebtedness by or on behalf of Borrower, its successors or assigns, the same shall be deemed to be a voluntary prepayment such that the sum required to satisfy such indebtedness in full shall include, to the extent permitted by law, the additional payment required under the prepayment privilege as stated in the Note.

16. Time is of the Essence. Time is of the essence under this Security instrument and in the performance of every term, covenant and obligation contained herein.

17. Fixture Filing. This Security Instrument constitutes a financing statement, filed as a fixture filing in the real estate records of the county of the state in which the real property described in Exhibit A is located, with respect to any and all fixtures included within the list of Improvements and fixtures described in Section 1.2 of this Security Instrument and to any goods or other personal property that are now or hereafter will become a part of the Property as fixtures.

18. Miscellaneous.

18.1 Whenever the context so requires the singular number includes the plural herein, and the impersonal includes the personal.

18.2 The headings to the various sections have been inserted for convenient reference only and shall not modify, define, limit or expand the express provisions of this Security instrument.

18.3 This Security Instrument, the Note and the other Loan Documents constitute the final expression of the entire agreement of the parties with respect to the transactions set forth therein. No party is relying upon any oral agreement or other understanding not expressly set forth in the Loan Documents. The Loan Documents may not be amended or modified except by means of a written document executed by the party sought to be charged with such amendment or modification.

18.4 No creditor of any party to this Security Instrument and no other person or entity shall be a third party beneficiary of this Security instrument or any other Loan Document. Without limiting the generality of the preceding sentence, (a) any arrangement (a "Servicing Arrangement") between Lender and any servicer of the loan secured hereby for loss sharing or interim advancement of funds shall constitute a contractual obligation of such servicer that is independent of the obligation of Borrower for the payment of the indebtedness secured hereby, (b) Borrower shall not be a third party beneficiary of any Servicing Arrangement, and (c) no payment by a servicer under any Servicing Arrangement will reduce the amount of the indebtedness secured hereby.

18.5 This Security Instrument is a trust deed pursuant to ORS § 86.705, et seq.

18.6 The existence of any violation of any provision of this Security Instrument or the other Loan Documents (including but not limited to building or health code violations) as of the date of this Security instrument, whether or not known to Lender, shall not be deemed to be a waiver of any of Lender's rights under any of the Loan Documents including, but not limited to, Lender's right to enforce Borrower's obligations to repair and maintain the Property.

Loan No.: 100014087

19. USA PATRIOT Act Notification and Covenant.

19.1 Lender hereby notifies Borrower that, pursuant to the requirements of Section 326 of the USA PATRIOT Act of 2001, 31 U.S.C. Section 5318 (the "Act"), Lender is required to obtain, verify and record information that identifies Borrower, which information includes the name and address of Borrower and other information that will allow Lender to identify Borrower in accordance with the Act.

19.2 Neither Borrower nor any other party liable for the obligations secured hereby as a guarantor or general partner nor any other person or entity participating in any capacity in the loan evidenced by the Note will, directly or indirectly, use the proceeds of the Note, or lend, contribute or otherwise make available such proceeds to any subsidiary, affiliate, joint venture partner or other person or entity, to (a) further an offer, payment, promise to pay, or authorize the payment or giving of money, or anything else of value, to any person (including, but not limited to, any governmental or other entity) in violation of any law, rule or regulation of any jurisdiction applicable to Borrower or any other party liable for the obligations secured hereby as a guarantor or general partner from time to time relating to bribery or corruption; or (b) fund, finance or facilitate any activities or business or transaction of or with any person or entity, or in any country or territory, that, at the time of such funding, is the subject of any Sanctions, or in any other manner that would result in a violation of Sanctions by any person or entity, including any person or entity participating in any capacity in the loan evidenced by the Note.

20. **WAIVER OF SPECIAL DAMAGES.** TO THE EXTENT PERMITTED BY APPLICABLE LAW, BORROWER SHALL NOT ASSERT, AND HEREBY WAIVES, ANY CLAIM AGAINST LENDER, ON ANY THEORY OF LIABILITY, FOR SPECIAL, INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES (AS OPPOSED TO DIRECT OR ACTUAL DAMAGES) ARISING OUT OF, IN CONNECTION WITH, OR AS A RESULT OF, THIS SECURITY INSTRUMENT OR ANY AGREEMENT OR INSTRUMENT CONTEMPLATED HEREBY, THE TRANSACTIONS CONTEMPLATED HEREBY, THE LOAN SECURED HEREBY OR THE USE OF THE PROCEEDS THEREOF.

21. **WAIVER OF JURY TRIAL.** TO THE EXTENT PERMITTED BY APPLICABLE LAW, EACH OF BORROWER AND LENDER (FOR ITSELF AND ITS SUCCESSORS, ASSIGNS AND PARTICIPANTS) WAIVES ITS RIGHT TO A TRIAL BY JURY OF ANY CLAIM OR CAUSE OF ACTION BASED UPON, ARISING OUT OF OR RELATED TO THIS SECURITY INSTRUMENT, THE OTHER LOAN DOCUMENTS OR THE TRANSACTIONS PROVIDED FOR HEREIN OR THEREIN, IN ANY LEGAL ACTION OR PROCEEDING OF ANY TYPE BROUGHT BY ANY PARTY TO ANY OF THE FOREGOING AGAINST ANY OTHER SUCH PARTY, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE. ANY SUCH CLAIM OR CAUSE OF ACTION SHALL BE TRIED BY A COURT SITTING WITHOUT A JURY.

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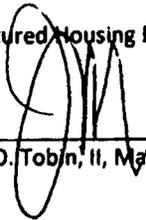
Loan No.: 100014087

DATED as of the day and year first above written.

UNDER OREGON LAW, MOST AGREEMENTS, PROMISES AND COMMITMENTS MADE BY US CONCERNING LOANS AND OTHER CREDIT EXTENSIONS WHICH ARE NOT FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES OR SECURED SOLELY BY THE BORROWER'S RESIDENCE MUST BE IN WRITING, EXPRESS CONSIDERATION AND BE SIGNED BY US TO BE ENFORCEABLE.

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 19S.300, 19S.301 AND 19S.30S TO 19S.336 AND SECTIONS S TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 8SS, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 19S.300, 19S.301 AND 19S.30S TO 19S.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 8SS, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

Clairmont Manufactured Housing Park, LLC, an Oregon limited liability company


By: Joseph O. Tobin, II, Manager

CALIFORNIA ALL PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF San Francisco

On 08/11/2016 before me, T. Garrett Notary
Date Insert Name and Title of the officer

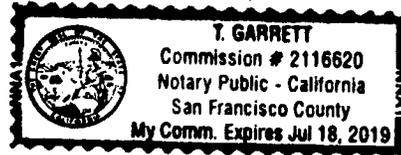
Public, personally appeared JOSEPH O. Tobin

Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature: T. Garrett

----- OPTIONAL -----

Though this section is optional, completing this information can deter alteration of the document or fraudulent attachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signers Name: _____

Corporate Officer – Title(s) _____

Partner - Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer is Representing: _____

Signers Name: _____

Corporate Officer – Title(s) _____

Partner - Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer is Representing: _____

Loan No.: 100014087

EXHIBIT A
Legal Description

LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF

EXHIBIT "A"
Legal Description

Situated in the South half of Section 5 and the North half of Section 8, Township 3 South, Range 2 East, Willamette Meridian, and also being a portion of the S.N. Vance Donation Land Claim, in the City of Oregon City, County of Clackamas and State of Oregon, and being described as follows:

Beginning at a point which is North 89°12'30" East, a distance of 2695.59 feet and South 13°17'00" East, a distance of 1542.94 feet from the Northwest corner of the S.N. Vance Donation Land Claim, said point being the Southwest corner of a tract conveyed to Hi-Line Construction Co., by a deed recorded May 1, 1988, as Recorder's Fee No. 68-8117, Clackamas County Records, and running thence North 89°10'29" East, a distance of 1082.09 feet (a deed distance of 1062.36 feet); thence South 30°11'30" East, a distance of 778.26 feet (a deed distance of 778.26 feet) to a point on the Northerly right of way line of Clairmont Way; thence South 45°24'34" West on the said Northerly right of way line, a distance of 971.10 feet (a deed distance of 972.05 feet) to the Southeasterly corner of the plat of HILLENDALE No. 4, as recorded on Page 26, Book 71 of Records of Plat, said county; thence leaving said right of way line and running on the East line of said plat of HILLENDALE NO. 4, North 46°57'20" West, a distance of 781.48 feet (a deed distance of 781.64 feet) to an angle point; thence North 13°18'52" West, a distance of 827.98 feet (a deed distance of 827.98 feet) to the place of beginning.

Clackamas County Official Records
Sherry Hall, County Clerk

2019-012651

03/12/2019 11:54:00 AM

M-ASMP Cnt=1 Stn=76 JANIS
\$50.00 \$16.00 \$10.00 \$62.00

\$138.00

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

JPMorgan Chase Bank, N.A. _
Attn: Post Closing
P O Box 9011
Coppell, TX 75019-9011
Loan No: 100014087
Lot 402

SPACE ABOVE THIS LINE FOR RECORDER'S USE

MEMORANDUM OF ASSUMPTION AGREEMENT

THIS MEMORANDUM OF ASSUMPTION AGREEMENT (this "Memorandum"), is made as of March 7, 2019, by and among the following parties (the "Parties"): Clairmont MHC, LLC, an Oregon limited liability company ("Assuming Party"); Clairmont Manufactured Housing Park, LLC, an Oregon limited liability company ("Original Borrower"); Joseph O. Tobin, II ("Guarantor"); and JPMORGAN CHASE BANK, N.A. ("Lender").

This Memorandum is made and recorded to give notice of the following facts and circumstances:

1. Lender is the beneficiary or mortgagee under a deed of trust, mortgage or similar security instrument (as applicable, the "Security Instrument") executed by Original Borrower and recorded on August 31, 2016, in the official records of Clackamas County, California as Instrument No. 2016-059394 encumbering the real property described in Exhibit "A" attached hereto (the "Property"). The Security Instrument secures a loan (the "Loan") evidenced by a promissory note (the "Note") dated August 10, 2016, in the original principal sum of \$9,400,000.00. The Note, the Security Instrument and the other documents, instruments and agreements evidencing, securing, guaranteeing or otherwise relating to the Loan are referred to in this Memorandum as the "Loan Documents."

2. Assuming Party has acquired or is acquiring title to the Property. In connection therewith, each of the Parties has executed and delivered an Assumption Agreement (the "Agreement") of even date herewith. The Agreement evidences the assumption of the Loan by Assuming Party and certain modifications to the Loan Documents.

3. Pursuant to the Agreement, Assuming Party is assuming the Loan and all obligations set forth in the Note or the other Loan Documents.

CHICAGO TITLE 472518004514-50 COMM

4. Original Borrower has been released from certain obligations under the Loan and the Loan Documents.

5. Guarantor has been released from certain obligations under the Loan and the Loan Documents.

6. This Memorandum is prepared for the purpose of recordation and to give notice of certain of the rights and obligations imposed in the Agreement. It does not constitute an amendment or modification of the Agreement and the failure to mention other rights or obligations contained in the Agreement will have no effect on the validity or enforceability of such rights or obligations.

7. The Agreement is incorporated into this Memorandum as if set forth in full herein. This Memorandum is subject to all the terms and conditions of the Agreement. In the event of a conflict between the terms and conditions of the Agreement and the terms and conditions of this Memorandum, the terms and conditions of the Agreement will control.

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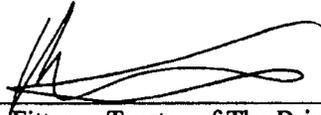
DATED as of the day and year first above written

ASSUMING PARTY:

Clairmont MHC, LLC, an Oregon limited liability company

By: Hogan Woods Apartments, LLC, an Oregon limited liability company, it's
Managing Member

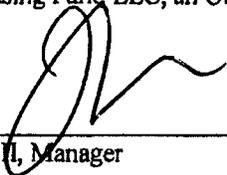
By: BLF Holdings, LLC, a Washington limited liability company, it's
Manager



By: Brian L. Fitterer, Trustee of The Brian L. Fitterer Revocable
Trust, Manager

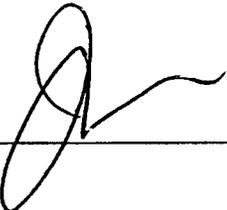
ORIGINAL BORROWER:

Clairmont Manufactured Housing Park, LLC, an Oregon limited liability company



By: Joseph O. Tobin, II, Manager

GUARANTOR:



Joseph O. Tobin, II

LENDER:

JPMORGAN CHASE BANK, N.A.

By: _____
Name: _____
Title: _____

ORIGINAL BORROWER:

Clairmont Manufactured Housing Park, LLC, an Oregon limited liability company

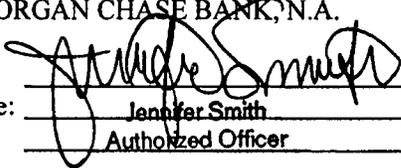
By: Joseph O. Tobin, II, Manager

GUARANTOR:

Joseph O. Tobin, II

LENDER:

JPMORGAN CHASE BANK, N.A.

By: 

Name: Jennifer Smith

Title: Authorized Officer

DWT 16784792v6 0088348-000072

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Orange

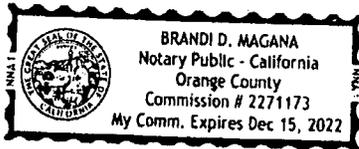
On March 8, 2019, before me, Brandi D. Magana Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Brian L. Fetterer
Name(s) of Signer(s)
N/A

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

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

WITNESS my hand and official seal.



Place Notary Seal and/or Stamp Above

Signature Brandi D. Magana
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Memorandum of Assumption Agreement
Document Date: 3-8-2019 Number of Pages: 10
Signer(s) Other Than Named Above: N/A

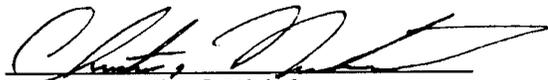
Capacity(ies) Claimed by Signer(s)

Signer's Name: _____ Signer's Name: _____
 Corporate Officer – Title(s): _____ Corporate Officer – Title(s): _____
 Partner – Limited General Partner – Limited General
 Individual Attorney in Fact Individual Attorney in Fact
 Trustee Guardian of Conservator Trustee Guardian of Conservator
 Other: _____ Other: _____
Signer is Representing: _____ Signer is Representing: _____

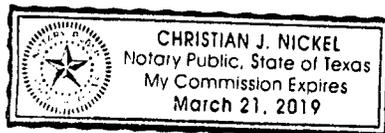
STATE of Texas
COUNTY of Tarrant

Before me, Christian J. Nickel, a Notary Public in and for Fort Worth in the State of Texas, personally appeared Jennifer Smith, Authorized Officer, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 8th day of March, 2019.



Name: Christian J. Nickel
Notary Expires: March 21, 2019



Memorandum of
Assumption Agreement
DWT 16784792v6 0088348-000072

~~STATE OF OREGON~~
STATE OF CALIFORNIA
COUNTY OF SAN FRANCISCO

This instrument was acknowledged before me on 3/9/2019 (date) by
JOSEPH O TOBIN (name(s) of person(s)) as
MANAGER (type of authority, e.g., officer, trustee,
etc.) of CLIXIEMONT MANUFACTURED HOUSING PARK (name of party on behalf of whom
instrument was executed) LLC

[Signature]
NOTARY PUBLIC

Print Name: BENNY TSUI

My Commission Expires:
4/5/2021



Memorandum of
Assumption Agreement
DWT 16784792v6 0088348-000072

Oregon Acknowledgment

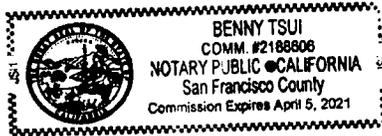
Individual

STATE OF ~~OREGON~~ CALIFORNIA
COUNTY OF ~~CLATSOP~~ SAN FRANCISCO ss.

I certify that I know or have satisfactory evidence that JOSEPH O TOBIN is the person who appeared before me, and said person acknowledged that said person signed this instrument and acknowledged it to be said person's free and voluntary act for the uses and purposes mentioned in the instrument.

Dated this 9 day of MARCH, 2014.

[Signature]
(Signature of Notary)
BENNY TSUI
(Legibly Print or Stamp Name of Notary)
Notary public in and for the state of CALIFORNIA
residing at SAN FRANCISCO, CA
My appointment expires 4/5/2014



Memorandum of Assumption Agreement
DWT 16784792v6 0088348-000072

EXHIBIT A

Legal Description

Situated in the South half of Section 5 and the North half of Section 8, Township 3 South, Range 2 East, Willamette Meridian, and also being a portion of the S.N. Vance Donation Land Claim, in the City of Oregon City, County of Clackamas and State of Oregon, and being described as follows:

Beginning at a point which is North 89°12'30" East, a distance of 2695.59 feet and South 13°17'00" East, a distance of 1542.94 feet from the Northwest corner of the S.N. Vance Donation Land Claim, said point being the Southwest corner of a tract conveyed to Hi-Line Construction Co., by a Deed recorded May 1, 1968, as Recorder's Fee No. 68-008117, Clackamas County Records, and running thence North 89°10'29" East, a distance of 1062.09 feet (a Deed distance of 1062.36 feet); thence South 30°11'30" East, a distance of 778.26 feet (a Deed distance of 778.26 feet) to a point on the Northerly right of way line of Clairmont Way; thence South 45°24'34" West on the said Northerly right of way line, a distance of 971.10 feet (a deed distance of 972.05 feet) to the Southeasterly corner of the plat of HILLENDALE NO. 4, as recorded on Page 26, Book 71 of Records of Plat, said county; thence leaving said right of way line and running on the East line of said plat of HILLENDALE NO. 4, North 46°57'20" West, a distance of 781.48 feet (a Deed distance of 781.64 feet) to an angle point; thence North 13°18'52" West, a distance of 827.98 feet (a Deed distance of 827.98 feet) to the place of beginning.

After recording, return to:

Clairmont MHC, LLC
c/o Investment Property Group
18006 Sky Park Circle Suite 200
Irvine, CA 92614
Attention: Brian L. Fitterer

Clackamas County Official Records
Sherry Hall, County Clerk

2019-012650

03/12/2019 11:54:00 AM

D-D Cnt=1 Stn=76 JANIS
\$25.00 \$16.00 \$10.00 \$62.00

\$113.00

SEND TAX STATEMENTS TO:

Clairmont MHC, LLC
c/o Investment Property Group
18006 Sky Park Circle Suite 200
Irvine, CA 92614
Attention: Brian L. Fitterer

APN: 00846954
MAP: 32E05C 00402

WARRANTY DEED

Clairmont Manufactured Housing Park, LLC, an Oregon limited liability company, successor by conversion, and which acquired title as, Clairmont Manufactured Housing Park, Inc., an Oregon corporation, Grantor, conveys and warrants to Clairmont MHC, LLC, an Oregon limited liability company, Grantee, the following described real property, free and clear of encumbrances except as specifically set forth below, situated in the County of Clackamas, State of Oregon:

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

THE TRUE AND ACTUAL CONSIDERATION FOR THIS CONVEYANCE IS TWENTY-ONE MILLION AND NO/100 DOLLARS (\$21,000,000.00). (See ORS 93.030).

Subject to:

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

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT

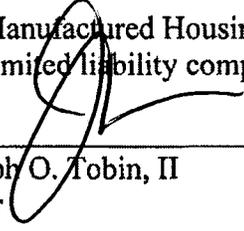
CHICAGO TITLE 472518004514-50 COMM

THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

IN WITNESS WHEREOF, the undersigned has executed this document on the date set forth below.

Dated this 9th day of March, 2019.

Clairmont Manufactured Housing Park, LLC,
an Oregon limited liability company

By: 
Name: Joseph O. Tobin, II
Its: Manager

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of SAN FRANCISCO

On 3/9/2019 before me, BENNY TSUI, NOTARY PUBLIC
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature [Signature] (Seal)

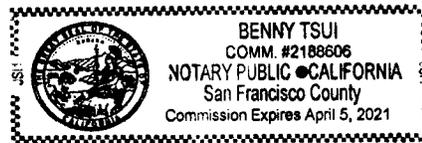


EXHIBIT "A"

LEGAL DESCRIPTION OF THE PROPERTY

Situated in the South half of Section 5 and the North half of Section 8, Township 3 South, Range 2 East, Willamette Meridian, and also being a portion of the S.N. Vance Donation Land Claim, in the City of Oregon City, County of Clackamas and State of Oregon, and being described as follows:

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EXHIBIT "B"

EXCEPTIONS

1. Easement for the purpose shown below and rights incidental thereto, as granted in a document: Granted to: The City of Oregon City
Purpose: Water line
Recording Date: October 5, 1973
Recording No.: 73-031831
Affects: A 15 foot wide strip through the Southerly portion
2. Easement for the purpose shown below and rights incidental thereto, as granted in a document: Granted to: The City of Oregon City
Purpose: Sanitary sewer
Recording Date: October 5, 1973
Recording No.: 73-031832
Affects: The Southeasterly portion
3. Easement for the purpose shown below and rights incidental thereto, as granted in a document: Granted to: Adjacent property owner
Purpose: Ingress and egress
Recording Date: September 30, 1974
Recording No.: 74-027740
Affects: The Easterly portion
4. Clairmont Mobile Home Park, Sanitary Sewer Easement & Water Line Easement Clarification Points, including the terms and provisions thereof;
Recording Date: September 7, 1995
Recording No.: 95-054307
5. Broadband Easement and Right of Entry Agreement, including the terms and provisions thereof; Executed by: Clairmont Manufactured Housing Park, Inc. and TCI Cablevision of Oregon, Inc.
Recording Date: September 22, 2000
Recording No.: 2000-062071
6. A Deed of Trust, Security Agreement, Assignment of Leases and rents and Fixture Filing to secure an indebtedness in the amount shown below,
Amount: \$9,400,000.00
Dated: August 10, 2016
Grantor: Clairmont Manufactured Housing Park, LLC, an Oregon limited liability company
Trustee: Chicago Title
Beneficiary: JPMorgan Chase Bank, N.A.
Loan No.: 100014087
Recording Date: August 31, 2016
Recording No.: 2016-059394



Exhibit H: Mailing Labels

13531 Clairmont Way 300' Radius



- Subject 
- Radius 
- Radius Properties 

7/10/2020

Notes



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0.2 Miles

0.12

0

32E08BA11000
13332 Rosebery Avenue Llc
11801 Longstanding Ct
Oregon City, OR 97045

32E05C 00404
Joseph & Sally Alexander
12047 SW Caffall Ln
Portland, OR 97224

32E08BA11600
Margaret Allen
20831 S Upper Highland Rd
Beavercreek, OR 97004

32E08BA00200
Jeffery & Freda Beal
13430 Eastborne Dr
Oregon City, OR 97045

32E08BA11200
Brian & Wendy Berends
13344 Roseberry Ave
Oregon City, OR 97045

32E08BA03200
Ronald & Melody Champion
13416 Clairmont Way
Oregon City, OR 97045

32E08AB00200
City Of Oregon City
Po Box 3040
Oregon City, OR 97045

32E05C 00402
Clairmont Mhc Llc
18006 Sky Park Cir STE 200
Irvine, CA 92614

32E08BA06800
Tal & Brandy Cohen
127 NE 202nd Ave
Portland, OR 97230

32E08BA03300
Leticia & Maximino Cumplido
13405 Eastborne Dr
Oregon City, OR 97045

32E05C 00803
Deasis Family Ltd Partnership
24501 SW Valley View Rd
West Linn, OR 97068

32E05C 00804
Deasis Family Ltd Prtnrship
300 Beavercreek Rd
Oregon City, OR 97045

32E08BA11700
James Dye
13415 Clairmont Way
Oregon City, OR 97045

32E08BA12800
Frances & David EntriKen
13311 Roseberry Ave
Oregon City, OR 97045

32E08BA10900
Equity Rentals Llc
Po Box 2522
Oregon City, OR 97045

32E08BA12400
Larry & Meredith Etzel
13347 Roseberry Ave
Oregon City, OR 97045

32E08BA12700
Solomon & Kalkidan Ezra
410 Madison St
Oregon City, OR 97045

32E08BA09200
Kurt & Cheryl Friese
13298 Fortuna Ct
Oregon City, OR 97045

32E08BA12000
Caroline Henry
13389 Roseberry Ave
Oregon City, OR 97045

32E08BA13000
Holicky & C Mcfadden-Holicky
13283 Roseberry Ave
Oregon City, OR 97045

32E08A 90000
Tartan Hilltop Condos HOA
13647 Gaffney Ln APT 1
Oregon City, OR 97045

32E08BA12600
Cara Johnson
13333 Roseberry Ave
Oregon City, OR 97045

32E08BA11900
Eric Knutson
13393 Roseberry Ave
Oregon City, OR 97045

32E08BA12100
Nicholas Lauman
13381 Roseberry Ave
Oregon City, OR 97045

32E08BA12200
James & Daralynn Lauman
13365 Roseberry Ave
Oregon City, OR 97045

32E08BA06900
Sheila Lehto
13530 Gaffney Ln
Oregon City, OR 97045

32E08BA06700
Huihong Li
13363 Clairmont Way
Oregon City, OR 97045

32E08BA11300
Shawn & Tammy Lofgren
13358 Roseberry Ave
Oregon City, OR 97045

32E08BD02900
Kevin Meyer
13019 Setera Cir
Oregon City, OR 97045

32E08BA00100
Tess Miller
13450 Clairmont Way
Oregon City, OR 97045

32E05C 01000
Oregon City Urban Renewal Agency
Po Box 3040
Oregon City, OR 97045

32E08BA06500
Paul & Shirley Pappadis
Po Box 101
Oregon City, OR 97045

32E05C 00805
Pnp Llc
4651 SE Pinehurst Ave
Portland, OR 97267

32E08AB00300
The City Of Oregon City
625 Center St
Oregon City, OR 97045

32E08AB00400
The City Of Oregon City
625 Center St
Oregon City, OR 97045

32E08AB00500
Princeton Property Management Inc
5725 SW Knightsbridge Dr
Portland, OR 97219

32E05C 00401
Red Soils Ii Llc
9500 SW Barbur Blvd STE 300
Portland, OR 97219

32E05C 00406
Red Soils Ii Llc
9500 SW Barbur Blvd STE 300
Portland, OR 97219

32E05C 00407
Red Soils Ii Llc
9500 SW Barbur Blvd STE 300
Portland, OR 97219

32E08BA12900
Hang Reede
14321 SE Upper Aldercrest Dr
Portland, OR 97267

32E08BD03200
Steven & Jene Rogers
13011 Berta Dr
Oregon City, OR 97045

32E08BA12300
Charles & Gloria Schroeder
13359 Roseberry Ave
Oregon City, OR 97045

32E05C 00301
Sierra Vista Prop Prtnrshp & Marquis
Companies
4560 SE International Way STE 100
Portland, OR 97222

32E08BD02800
Onkeo Sisouphanh
13021 Setera Cir
Oregon City, OR 97045

32E08BA06300
Ian & Stephanie Smart
13370 Clairmont Way
Oregon City, OR 97045

32E08AB00100
Smb Holdings Llc
6305 Rosewood St STE D
Lake Oswego, OR 97035

32E08BA06600
Lloyd & Denise Spanke
16350 SE Orchard View Ln
Damascus, OR 97089

32E08BA11100
Gary & Malia Sprague
13340 Roseberry Ave
Oregon City, OR 97045

32E05C 00400
Marko Susnjara
17480 Holy Names Dr UNIT 206
Lake Oswego, OR 97034

32E05C 00403
Marko Susnjara
17480 Holy Names Dr UNIT 206
Lake Oswego, OR 97034

32E08BA09100
Aleksander & Svetlana Tyutkalov
13286 Fortuna Ct
Oregon City, OR 97045

32E08AB00700
Ventas Inc
Po Box 71970
Phoenix, AZ 85050

32E08AB00800
Ventas Inc
Po Box 71970
Phoenix, AZ 85050

32E08BA11500
Corey Westermann
2120 Hidden Springs Ct
West Linn, OR 97068

32E08BA06400
Jerry Worthey
Po Box 2281
Oregon City, OR 97045

32E05C 00816
Wotman Roche Properties Llc
300 Beaver creek Rd
Oregon City, OR 97045

32E08BA11800
Barbara & Howard Yager
13399 Roseberry Ave
Oregon City, OR 97045

32E08BA12500
Yager & Ellen Gordon
13341 Roseberry Ave
Oregon City, OR 97045

32E08BA09300
Terry & Janice Young
13301 Fortuna Ct
Oregon City, OR 97045

32E08BA11400
Randall Young
13370 Roseberry Ave
Oregon City, OR 97045

32E08BA09400

Steven Zimmerman

13297 Fortuna Ct

Oregon City, OR 97045