CITY OF TUALATIN

# Community Development Department-Planning Division Land Use Application-Type II 

PROPOSAL NAME

MUTUAL MATERIALS TUALATIN

## PROPOSAL SUMMARY (Brief description) <br> NEW WHOLESALE SALES FACILITY \& DISTRIBUTION YARD FOR MASONRY, PAVERS, AND SIMILAR BUILDING MATERIALS

## PROPERTY INFORMATION

Location (address if available): 10700 SW TUALATIN SHERWOOD ROAD
Tax Map \& Lot \#(s): 2S127AA02100
Total site size: 5 ACRES (APPROX.)
Planning District: $\qquad$
$\square$ Developed $\boxtimes$ Undeveloped

## APPLICANT/CONTACT INFORMATION

Applicant or Primary Contact Name: MACKENZIE - ATTN: DANIEL REID
Mailing Address: 1515 SE WATER AVE. \#100
City/State: PORTLAND, OR_ Zip: 97214
Phone: 503-224-9560

Applicant's Signature:
 Email: dreid@mcknze.com

1 hereby acknowledge that 1 have read this application and understand the requirements for approving and denying the application, that the information provided is correct, that I am the owner or authorized agent of the owner, and that plans submitted are in compliance with the City of Tualatin Development (TDC) and Municipal (TMC) Codes.

## PROPERTY OWNER/DEED HOLDER INFORMATION (Attach list if more than one)

Name: MUTUAL MATERIALS - ATTN: KIMBERLY EIRING
Mailing Address: 605 NE 119TH AVENUE
City/State: BELLEVUE, WA
Zip: 98005
Phone: 888-688-8250 Email: keiring@mutualmaterials.com
Property Owner Signature:


Date:
Power of attorney or letter of authorization requited if application not signed by the property owner/deed holder.


## LAND USE APPLICATION TYPE

】 Architectural Review (AR)
$\square$ Minor Variance (MVAR)

- Historic Landmark (HIST)
$\square$ Tree Removal (TCP)
- Interpretation (INT)
$\square$ Other $\qquad$


## FOR STATIUS ONT

Case No.:
Date Received: $\qquad$ By:
Fee Amount \$: $\qquad$ Received by:

## CITY OF TUALATIN FACT SHEET

General

| Proposed use: | Wholesale sales of building materials and supplies, specifically for the sale of bricks and pavers. |  |  |
| :---: | :---: | :---: | :---: |
| Site area: | 5 acres | Building footprint: 20,500 (incl | ays) sq. ft. |
| Development area: | $\begin{array}{r} 4.6 \mathrm{acres} \\ 199,166 \mathrm{Sq} . \mathrm{ft} . \end{array}$ | Paved area: 98,510 (rem | us) sq. ft. |
|  |  | Development area coverage: | 59.8 \% |

## Parking

| Spaces required (see TDC 73.400) <br> (example: warehouse @ 0.3/1000 GFA) | Spaces provided: <br> Total parking provided: <br> 27 spaces |
| :---: | :---: |
| Wholesale Sales@ ${ }^{\text {@ }} / 1000 \mathrm{GFA}=13$ | Standard $=15$ |
| @ $/ 1000 \mathrm{GFA}=$ | ADA accessible $=2$ |
| @ __/ $1000 \mathrm{GFA}=$ ___Total | Van pool = 2 |
| parking required: $\quad 13$ spaces | Compact $=8$ provided ( $30 \%$ of total provided) |
| ADA accessible $=1$ | Loading berths $=0$ |
| Van pool = 2 |  |
| Compact $=($ max. $35 \%$ allowed $)$ $=$ Loading berths $=\mathrm{N} / \mathrm{A}$ |  |

## Bicycles

Covered spaces required: $5 \quad$ Covered spaces provided: 5

## Landscaping

| Landscaping required:15 <br> \% of dvpt. area <br> Square feet | Landscaping provided: 45.3 \% of dvpt. area |
| :--- | :--- | :--- |
| Square feet |  |

Trash and recycling facility
Minimum standard method: 36 square feet

Other method:

For commercial/industrial projects only


## For residential projects only

| Number of buildings: | Total sq. ft. of buildings: | sq. ft. |
| :--- | :--- | ---: |
| Building stories: |  |  |

# First American Title Insurance Company National Commercial Services <br> 200 SW Market Street Suite 250 <br> Portland, OR 97201 <br> (503)795-7600 - Fax (866)678-0591 

Title Officer: Tina Carleton
(503)795-7606
tcarleton@firstam.com
(866)678-0591

## LOT BOOK SERVICE

Mutual Materials<br>Order No.: NCS-953660-OR1<br>\section*{15791 SE Piazza Ave}<br>Clackamas, OR 97015<br>Attn: Kim Eirling<br>Phone No.: (503)905-2011 - Fax No.:<br>Email: keirling@mutualmaterials.com

Re:

We have searched our Tract Indices as to the following described property:
and as of March 25, 2019 at 8:00 a.m.
We find that the last deed of record runs to
Mutual Materials Company, a Nevada corporation
We also find the following apparent encumbrances prior to the effective date hereof:

1. Easement, including terms and provisions contained therein:

Recording Information:
In Favor of:
For:
September 13, 1990 as Fee No. 90049686
Washington County, a political subdivision of the State of Oregon
Drainage
2. The terms and provisions contained in the document entitled "Dedication of Real Property Agreement" recorded April 15, 1991 as Fee No. 91017983.
3. Easements for private access and utility purposes as shown on the recorded plat of Partition Plat No. 2003-040.
4. Restrictions shown on the recorded plat of Partition Plat No. 2003-040.
5. Covenants, conditions, restrictions and easements in the document recorded December 01, 2004 as Fee No. 2004137530 but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, national origin, sexual orientation, marital status, ancestry, source of income or disability, to the extent such covenants, conditions or restrictions violate Title 42, Section 3604(c), of the United States Codes. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status.

Document(s) declaring modifications thereof recorded June 09, 2006 as Fee No. 2006068730
6. An easement for cable, as well as to install new conduits and fiber or replacement technology and incidental purposes, recorded November 17, 2008 as Fee No. 2008093292 (Case No. 1:99-ml-9313-DFH-TAB).
In Favor of: AT\&T Corp. and AT\&T Communications - East, Inc. (formerly AT\&T Communications, Inc.)
Affects: As described therein
7. We find no outstanding voluntary liens of record affecting subject property. An inquiry should be made concerning the existence of any unrecorded lien or other indebtedness which could give rise to any security interest in the subject property.
8. Unrecorded leases or periodic tenancies, if any.

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

## NONE

We also find the following unpaid taxes and city liens: NONE
NOTE: Taxes for the year 2018-2019, paid in full.

| Tax Amount: | $\$ 25,513.73$ |
| :--- | :--- |
| Code No.: | 023.76 |
| Map \& Tax Lot No. | $2 S 127 A A-02100$ |
| Property ID/Key No. | R2120489 |

NOTE: Washington County Ordinance No. 267, filed August 5, 1982 in Washington County, Oregon, imposes a tax of $\$ 1.00$ per thousand or fraction thereof on the transfer of real property located within Washington County.

THIS IS NOT a title report since no examination has been made of the title to the above described property. Our search for apparent encumbrances was limited to our Tract Indices, and therefore above listings do not include additional matters which might have been disclosed by an examination of the record title. We assume no liability in connection with this Lot Book Service and will not be responsible for errors or omissions therein. The charge for this service will not include supplemental reports, rechecks or other services.

## Exhibit "A"

Real property in the County of Washington, State of Oregon, described as follows:
PARCEL I:
PARCEL 3, PARTITION PLAT NO. 2003-040, IN THE CITY OF TUALATIN, COUNTY OF WASHINGTON AND STATE OF OREGON.

PARCEL II:
AN EASEMENT FOR PRIVATE ACCESS AND UTILITY AS SET FORTH ON PARTITION PLAT NO. 2003-040, IN THE CITY OF TUALATIN, COUNTY OF WASHINGTON AND STATE OF OREGON.

PARCEL III:
AN EASEMENT FOR SIDEWALK PURPOSES AS CREATED BY THAT CERTAIN AMENDMENT TO RESTRICTIVE COVENANT AND DECLARATION OF EASEMENT RECORDED JUNE 9, 2006 AS FEE NO. 2006 068730.




CULVERT2/WP DR:he 8/10/90


Se.tion 3. Owner agrees that on the occurrence of efther condition, ed in Section 4, owner shall dedicate to the City of Tualatin by written instrument, granting marketable titie, that portion of the property described in Section 2 above, which portion is generally described as follows:

A tract of land described on the Records of the Washington County Department of Assessment and Taxation as Document No. 83-17873, less Document No. $90-49685$, also known as Tax Lot 200 of Tax Map 251 27AA, Tualatin, Oregon.
$\qquad$

$+$



Section 7. It is intended by the City and Owner that all- terms of this Agreement shall be covenants, conditions, and restrictions, running with the title to the proparty described in Section 2, and shall be binding upon the parties to this Rgreement, their heirs, executors, assigns, administrators, and successors and shall be construed to be a benefit and burden upon the property described in Section 2.

Section 8. Promptly after its execution by the parties, this Agreement shall be recorded in the Records of kiashington County to provide public notice of the conditions, covenants, and restrictions against the title to the property imposed by this Agreement.

Section 9. City may enforce the terms of this Agreement in any court of competent jurisdiction. In addition to any other legal remedtes, owner or Owner's successors in interest or assigns fallura or refusal to comply with the terms of this Agreement shall constitute a violation of the Tualatin Community development plan and code and the rights, remedies, and penaities provided therein may, in addition to other remedies, also be enforced. If suft or action is brought to enforce the terms, condtions, or obilgations contained in this Agreement, then in addition to any other remedy, the losing party agrees to pay the prevailing party's reasonable attorneys fees to be fixed by the trial and appellate courts respectively.

Section 10. Owner shall provide City with a current preliminary title or lot book report, covering the property described in Section 2 or Section 3 at the time this Agreement is executed and delivered to the City for acceptance.

Section 11. This Agreement represents the entire agreement of the parties and any representations, discussions or oral agreements not expressly set forth herein shall not be part of this Agreement.

Section 12. The Owner as a corporation has caused this Agreement to be signed and acknowiedged in accordance with the approval of its board of directors.

IN HITNESS HHEREOF, the undersigned being Owner herein, as hereunto set
his hand this $19^{\text {tr }}$ day of Febouneng 1991.








After recording return to:
Perkins Coie, LLP
This space rt


## RESTRICTIVE COVENANT AND DECLARATION OF EASEMENT

This RESTRICTIVE COVENANT AND DECLARATION OF EASEMENT (this "Declaration") is made as of NOU. 24,2004 by SFP TUALATIN LLC ("Declarant").

## RECITALS

A. Declarant is the owner of that certain real property described on the attached Exhibit A (the "Property").
B. The Property currently consists of three (3) lots known as Lot 1 , Lot 2, and Lot 3 (collectively, the "Lots"), which were created as part of Partition Plat No. 2003040 recorded as Document No. 2003098057 in the real property records of the County of Washington, State of Oregon (the "Partition Plat").
C. An access and utility easement over a portion of the Property and benefiting the entire Property was recorded as part of the Partition Plat. A private roadway will be constructed within the area of the aforementioned easement.
D. Declarant desires to establish a general plan for shared access over, and the maintenance of, the private roadway in Lot 3 and to provide for a general plan for development on the Lots.
E. The provisions set forth in this Declaration are for the benefit of Declarant and all parties hereafter acquiring an interest in the Property.

## DECLARATION

NOW, THEREFORE, Declarant hereby declares and covenants that the Property shall be held, sold and conveyed subject to the following covenants and easements, which are intended to and shall run with the land, continue in perpetuity and shall be binding upon all parties having or acquiring any right, title or interest in the Property and shall inure to the benefit of each owner and subsequent owners:

## 1. Definitions

In addition to the terms defined elsewhere in this Declaration, as used in this Declaration the following terms shall have the following meanings:

### 1.1 Roadway

"Roadway" shall mean that portion of the Property depicted as the "Roadway" on Exhibit B. As used in this Declaration, the term "Roadway" shall also mean and include all improvements such as the subgrade under the roadway, utilities, paving of the roadway, parking areas, landscaping, stormwater detention and quality facilities, curbs and sidewalks now or hereafter constructed or placed upon any portion of the real property depicted as the "Roadway" on Exhibit B. The Roadway shall specifically include, without limitation, the cul-de-sac at the southeastern end of the Roadway (the "Cul-de-Sac") whether the Cul-de-Sac is now or hereafter constructed.

### 1.2 Owner

"Owner" shall mean and include any individual, corporation, partnership, trust, association or other entity, including Declarant, in which fee simple title to the Property, or any portion thereof, is vested, as shown by the Official Records of Washington County, Oregon. Owner shall also include any person or entity holding a contract vendee's interest in any portion of the Property, but does not include a contract vendor, mortgagee or beneficiary of a trust deed whose interest is that of a secured party.

### 1.3 Maintenance

"Maintenance" shall mean any work reasonably required to keep the Roadway in good condition for the purposes for which the improvements were intended and in compliance with all applicable governmental regulations and the terms of this Declaration including cleaning, repairs, reconstruction and replacement, and stormwater filter replacement.

## 2. Maintenance.

### 2.1 Initiating Maintenance

Each Owner shall be entitled to initiate Maintenance. The Owner initiating Maintenance ("Initiating Owner") will be responsible for initial payment of any Maintenance costs. Within thirty (30) days of completion of any maintenance activities, the Initiating Owner shall provide an invoice to the other Owner or Owners (the "Non-Initiating Owner" or "Non-Initiating Owners") setting forth the reasonable costs of such Maintenance and its proposed allocation of those costs among the Owners (subject to Section 2.2 below). The Non-Initiating Owner(s) will thereafter have 30 days to reimburse the Initiating Owner. If the required Maintenance exceeds $\$ 1,000$ per incident, or $\$ 2,500$ cumulative Maintenance in any calendar year, the Initiating Owner must obtain written agreement from the NonInitiating Owner(s) prior to performing such Maintenance, which agreement shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, Declarant, its successors, assigns, and affiliates shall not be required to obtain the agreement, whether written or oral, of the other Owner(s) prior to initiating any Maintenance. No Owner may permit any mechanic's lien or construction lien to attach to the Roadway on account of any maintenance activity it may perform or cause to be performed.

### 2.2 Percentage Allocations

Maintenance costs shall be allocated pro rata to each of the Lots upon which substantial construction has been initiated according to the number of such Lots, except that any Maintenance costs that are directly attributable to the use of the Roadway by any one Owner shall be the sole responsibility of that Owner. The partition or subdivision of any Lot after recording of this Declaration shall not affect the allocation of Maintenance costs under this Declaration and all of the Owners of parcels within a partitioned or subdivided Lot shall be jointly and severally liable for the Maintenance costs allocated to that Lot (e.g. if only Lot 1 and Lot 2 have been developed and Lot 2 has been partitioned into two (2) parcels, the Owner of each parcel within Lot 2 would be liable for the entirety of the $50 \%$ of the Maintenance costs allocated to Lot 2).

### 2.3 Right to Use

Subject to the provisions of Article 7 hereof regarding modification and amendment of this Declaration, and subject to the provisions of Section 8.1 hereof negating any public rights, each Owner, its heirs, executors, administrators, successors, assigns, employees, agents, lessees, customers, licensees, visitors, invitees, and concessionaires shall have the nonexclusive easement and right to use the Roadway for the purpose of furnishing pedestrian and vehicular ingress and egress to and from the lots in the Property. Such rights shall include incidental rights to install, maintain, repair and replace driveways, underground utilities, sewers, storm drains, and similar facilities, curbs, gutters, plants and landscaping, planters, sprinklers and valves provided, however, that none of the foregoing shall interfere with the normal and customary use of the Roadway for ingress and egress purposes and such installation, maintenance, repair, or replacement shall be at that Owner's sole cost and
expense and such Owner shall restore the Roadway to its pre-installation, maintenance, repair, or replacement condition. In addition to any other rights hereunder and notwithstanding anything to the contrary in this Declaration, for so long as Declarant or an affiliate of Declarant is an Owner, Declarant or such affiliate shall be entitled to construct, reconstruct, or replace the Roadway at its sole cost and expense. Such right to reconstruct or replace the Roadway shall include the right to change the grade of the Roadway at anytime in the vicinity of, and including, the Cul-de-Sac, provided, that such grade change complies with the conditions of Section 4.2 (below) and that such grade change does not materially and negatively impact any driveway to Lot 2 outside of the Slope Easement area depicted on the attached Exhibit C.

### 2.4 Insurance

Each Owner shall procure and maintain public liability insurance with a combined single limit of not less than $\$ 1,000,000$. Such insurance shall name each other Owner as an additional insured and shall contain a contractual liability endorsement referring to this Declaration.

## 3. Obstructions

No walls, fences, grade differentials or other barriers or physical conditions which create an impediment to the use and enjoyment of the Roadway shall be constructed or permitted to remain in or upon the Roadway. The Roadway shall not be used for parking, staging, or queuing or otherwise blocked or obstructed.

## 4 Easements

### 4.1 Utility Easement

A non-exclusive perpetual easement is hereby granted to the Owners, their successors and assigns, for the benefit of the Lots, over a portion of Lot 1 consisting of a strip of land twenty (20) feet wide and abutting the northeastern lot line of Lot 1 and over a portion of the Property consisting of a twenty (20) foot wide strip of land abutting Tualatin-Sherwood Road, all as described in Exhibit D (the "Easement Area"). The Owners shall only use the Easement Area for the construction, installation, and maintenance of utilities serving their Lots, except that any Owner may use any portion of the Easement Area on their Lot for any other reasonable purpose, including the installation of landscaping and pavement, except that such Owner may not construct any buildings or retaining walls in the Easement Area or otherwise materially interfere with the rights of the other Owner(s) under this easement. The Owners shall (a) coordinate utility construction and installation in the Easement Area, (b) to the extent practicable, leave reasonable space in the Easement Area for the construction and installation of utilities serving the other Lots, if the other Lots are not already fully served by utilities, and (c) minimize any material interference with the use of any Lot resulting from the use of the Easement Area on that Lot.

### 4.2 Slope Easement

A non-exclusive perpetual slope easement is hereby granted to the Owner(s) of Lot 1 and Lot 3 over that portion of Lot 2 depicted on the attached Exhibit C as the "Slope Easement Area". The purpose of this easement is to allow the Owner(s) of Lots 1 and 3 to adjust the grade of the Roadway as constructed and/or planned in the vicinity of the proposed Cul-de-Sac if needed to provide appropriate access to the development of Lots 1 and 3. Recognizing that the Owner of Lot 2 intends to construct a driveway and related site improvements in the Slope Easement Area, this easement is intended to meet the needs of future development without materially and adversely impacting the development of Lot 2. Consequently, any revisions to grading or improvements in the Slope Easement Area shall not result in any grade in any direction on the driveway or sidewalks that exceeds $5 \%$ slope. Further, all curbs, retaining walls, paving, landscaping, irrigation, fence, gates, controllers and related equipment which may have been installed by the Owner of Lot 2 in the Slope Easement Area shall be replaced and/or modified as required to maintain their intended purpose as a result of the revised grading. During any work in the Slope Easement Area, the Owner(s) of Lot 1 and/or 3 shall use all reasonable efforts to ensure that existing driveway within the Slope Easement Area remains fully operational during normal business hours. All work in the Slope Easement Area shall be completed to a level of quality commensurate with conditions that existed at the start of work, and at the sole cost and expense of the Owner(s) of Lot 1 and/or 3 .

### 4.3 Non-Merger

If any $\operatorname{Lot}(\mathrm{s})$ benefited by the easements granted herein is at anytime owned by the same person or entity then owning the Lot burdened by any such easement, the easements granted herein shall not be deemed to terminate by merger of the dominant and servient estates.

## 5. Building Design.

### 5.1 Design Review

As long as Declarant or any affiliate of Declarant is an Owner, no improvement, structure, or building may be constructed or installed on any Lot without the prior written consent of Declarant or Declarant's affiliate, which consent shall not be unreasonably withheld or delayed. Without limiting the circumstances under which consent may be withheld, Declarant or Declarant's affiliate may specifically withhold its consent if it reasonably determines that the proposed improvement, structure, or building is not consistent with the quality and appearance of the other improvements, structures, or buildings on the Property or in the general area of the Property. Prior to construction of any improvement, structure, or building on the Property and prior to making an application to any local government for approval to construct such improvement, structure, or building, the Owner proposing to construct or install such improvement, structure, or building shall submit to Declarant or Declarant's affiliate such plans as are reasonably necessary to allow Declarant or


Declarant's affiliate to evaluate the proposed improvement, structure, or building. Such plans may include, without limitation, site plans, elevations, and sample building material sheets. Upon receipt of the consent of Declarant or Declarant's affiliate, the Owner proposing to construct such improvement, structure, or building may proceed with such construction, provided such construction does not materially deviate from the plans submitted to Declarant or Declarant's affiliate for review. Notwithstanding anything to the contrary herein, Declarant, its successors, assigns, and affiliates shall not be required to obtain the consent of the other Owner(s) under this Section 5.1.

### 5.2 Metal Sided Buildings

No building with exterior walls that appear from the exterior to substantially consist of, be coated in, or be covered by metal or a metallic substance may be constructed or installed on the Property.

### 5.3 Outdoor Storage

Outdoor storage may be permitted on the Property if such storage is (a) in compliance with the City of Tualatin Development Code or any successor or related ordinance and all other applicable laws and regulations and (b) all such storage is screened from view from adjacent streets and buildings either by landscaping or aesthetically appealing and appropriate fencing, which fencing or landscaping shall be at least six (6) feet in height, but in no event higher than the maximum height allowed under applicable law. All fencing or landscaping shall be properly maintained in an aesthetically appealing condition. All dead, dying, or diseased plant material in any landscape screening shall be immediately replaced with healthy plant material providing effective and aesthetically appealing screening. Any outdoor storage area and associated screening shall be subject to review under Section 5.1 above.

## 6. Enforcement

### 6.1 Cumulative Remedies

The remedies permitted or available pursuant to the provisions of this Declaration, at law or in equity shall be cumulative.

### 6.2 Attorneys' Fees and Costs

In the event any suit or other proceeding with respect to the subject matter or enforcement of this Declaration, including without limitation, in any appellate proceeding or any action or participation in, or in connection with, any case or proceeding under the Bankruptcy Code, 11 United States Code Sections 101 et seq., or any successor statutes, the prevailing party (as determined by the court, agency or other authority before which such suit or proceeding is commenced) shall, in addition to such other relief as may be awarded, be entitled to recover reasonable attorneys' fees, expenses and costs of investigation (whether
incurred at the trial or appellate level, in an arbitration proceeding, in bankruptcy (including without limitation, any adversary proceeding, contested matter or motion) or otherwise).

### 6.3 Injunctive Relief and Damages

In the event of any breach or threatened breach of any provision of this Declaration, any Owner may prosecute any proceeding at law or in equity to enjoin such breach or threatened breach and to recover damages for any such breach.

### 6.4 Cure by Non-Defaulting Party

In the event any Owner defaults in the performance of any of its obligations or agreements hereunder, or breaches any provision of this Declaration, any other Owner shall have the right, but not the obligation, after giving written notice to such defaulting Owner specifying such default or breach in reasonable detail and allowing such defaulting Owner a reasonable time (not less than thirty (30) days) to cure such default or breach, to cure such default or breach for the account of and at the expense of such defaulting Owner, and the Owner curing such default or breach shall have the right to recover from such defaulting Owner all reasonable costs and expenses expended in connection therewith, plus interest thereon at the rate of twelve percent ( $12 \%$ ) per annum.

### 6.5 Enforcement by Lien

All reasonable costs and expenses of curing any breach or default of a defaulting Owner including interest on such amounts at the rate pursuant to Section 6.4 above, and all costs and expenses of any suit or action, including attorneys' fees, pursuant to Section 6.2 above shall be assessed against such defaulting Owner and shall be payable upon written demand. Should such defaulting Owner fail to pay such costs and expenses within thirty (30) days of its receipt of such written demand, such costs and expenses shall also constitute a lien until paid, effective upon recordation of a verified notice of lien in the Official Records of Washington County, Oregon. Such costs and expenses shall constitute a lien against, and such notice of lien shall describe, only the portion of the Property owned by such defaulting Owner. Any such lien shall be subject and subordinate to any bona fide first mortgage or deed of trust encumbering any portion of the Property at the time such notice of lien is recorded or thereafter, and any purchaser at any foreclosure or trustee's sale (as well as any grantee by deed in lieu of foreclosure or trustee's sale) under any such mortgage or deed of trust shall take title free and clear of any such lien, but otherwise subject to all of the provisions of this Declaration. Except as provided above, any such lien shall be prior and superior to any lien recorded subsequent to the recordation of such notice of lien. Any such lien may be enforced by suit or action in any court of competent jurisdiction or by sale under power of sale, judicial foreclosure or in any manner allowed by law.

### 6.6 Contribution

Any Owner who is forced, required or volunteers to pay any portion of the costs of Maintenance of the Roadway in excess of its percentage Maintenance cost allocation under


Section 2.1 of this Declaration shall have a cause of action against the other Owner(s) for such Owner's or Owners share of the cost, as provided for in Section 2.1, plus interest thereon as provided in Section 6.4.

### 6.7 Arbitration

In the event of any dispute under this Declaration, the Owners involved in such dispute shall agree upon an arbitrator who shall resolve such disagreement. If the Owners cannot agree on an arbitrator, the presiding judge for the Circuit Court of the State of Oregon for the County of Washington County shall appoint an arbitrator. The decision of the arbitrator shall be binding on the Owners and the fee of the arbitrator shall be borne equally by the Owners.

### 6.8 Indemnity

Each Owner hereby indemnifies and holds harmless the other Owner(s) from any claims, actions, damages, penalties and all other costs and expenses of any kind (including reasonable attorneys' fees) or nature relating to or arising out of the usage of the Roadway or the Easement Area by the indemnifying Owner, unless such claim, action, damage, penalty, cost, or expense is the result of the negligence or willful misconduct of the other Owner(s).

## 7. Modification and Amendment

This Declaration may be amended or modified, in whole or in part only by the agreement of all of the then Owners of the Property. No such amendment, modification, termination or cancellation shall be effective until a written instrument setting forth its terms has been executed, acknowledged and recorded by such Owners in the Official Records of Washington County, Oregon. No such amendment, modification, termination or cancellation shall affect the rights of any mortgagee under a mortgage or any trustee or beneficiary under a deed of trust constituting a lien on the Property, or any portion thereof, and recorded in the Official Records of Washington County, Oregon at the time of such amendment, modification, termination or cancellation unless such mortgagee, trustee or beneficiary consents thereto, which consent shall not be unreasonably withheld. No person other than an Owner and any such mortgagee, trustee or beneficiary shall be required to join in the execution of or consent to any such amendment, modification, termination or cancellation.

## 8. General Provisions

### 8.1 Not a Public Dedication

Nothing contained in this Declaration shall be deemed to be a gift or dedication of any portion of the Property to the general public or for the general public or for any public purpose whatsoever, and this Declaration shall be strictly limited to and for the purposes expressed herein.

### 8.2 Severability

Invalidation of any provisions of this Declaration shall in no way affect any of the other provisions of this Declaration.

### 8.3 Headings

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

### 8.4 Effective Date

This Declaration shall take effect only upon its recordation in the Official Records of Washington County, Oregon.

### 8.5 Notice

Any notice under this Declaration shall be in writing and shall be effective when actually delivered or, if mailed, when deposited, certified or registered mail, return receipt requested, postage paid. Mail shall be directed to the address of the record Owner for tax statement purposes, as filed with the Washington County Tax Assessor, or such other address as a party may specify by notice to the other party.

## 9. Compliance with Laws

Each Owner and their heirs, executors, administrators, successors, assigns, employees, agents, lessees, customers, licensees, visitors, invitees and concessionaires, with respect to their use and enjoyment of the Roadway and the Easement, shall comply in all respects with all statutes, ordinances, rules and regulations of the United States, the State of Oregon, the City of Tualatin and all political subdivisions of any thereof with jurisdiction or claiming jurisdiction over the Property.


IN WITNESS WHEREOF, this Declaration has been duly executed as of the date first set forth above.

> SFP TUALATIN LLC, an Oregon limited liability company

By its manager:
SPECHT PROPERTIES, INC, an Oregonglo
corporation
$\mathrm{By}:$,
Name: Gisegory L. Specht
Its: President

STATE OF OREGON
)
) ss.
COUNTY OF WASHINGTON)
The foregoing instrument was acknowledged before me this $24^{\text {th }}$ day of November, 2004, by Gregory 1. Specht, as President of SPECHT PROPERTIES, INC, an Oregon corporation, as Manager of SFP TUALATIN LLC, an Oregon limited liability company, on behalf of said company.


Notary Public for Oregon My commission expires: $\qquad$

-

## EXHIBIT A

Parcels 1,2 \& 3 of Partition Plan NO. 2003-040 recorded as Document NO. 2003098057 in the City of Tualatin, Washington County, Oregon.


## EXHIBIT "B"

## THE ROADWAY

A tract of land located within Parcels 1, 2 and 3 of Partition Plat 2003-040 of Washington County Plat Records located in the southeast quarter of Section 22 and the northeast quarter of Section 27, Township 2 South, Range 1 West, Willamette Meridian, City of Tualatin, Washington County, Oregon, being more particularly described as follows:

Beginning at the corner common to said Parcel 1, Parcel 3 and S.W. Tualatin-Sherwood Road (being 49.00 feet from centerline); thence following the northwesterly line of said Parcel 1 , south $52^{\circ} 21^{\prime} 13^{\prime \prime}$ West a distance of 1.00 feet to the "TRUE POINT OF BEGINNING"; thence following the northwesterly lines of Parcels 1, 2 and 3, North $52^{\circ} 21^{\prime} 13^{\prime \prime}$ East a distance of 45.50 feet; thence following the lines of the private access and utility easement shown on said Partition Plat 2003-040, South $38^{\circ} 29^{\prime} 37^{\prime \prime}$ East a distance of 62.94 feet; thence following the arc of a curve turning to the right having a radius of 50.00 feet, with an arc length of 25.27 feet (chord bears South $24^{\circ} 00^{\prime} 58^{\prime \prime}$ East 25.00 feet); thence following the arc of a curve turning to the left having a radius of 50.00 feet, with an arc length of 50.85 feet (chord bears South $09^{\circ} 55^{\prime \prime} 58^{\prime \prime}$ East 25.00 feet); thence South $38^{\circ} 29^{\prime 3} 37^{\prime \prime}$ East a distance of 424.68 feet; thence following the arc of a curve turning to the left having a radius of 25.00 feet, with an arc length of 25.80 feet (chord bears South $68^{\circ} 03^{\prime} 23^{\prime \prime}$ East 24.67 feet); thence following the arc of a curve turning to the right having a radius of 51.00 feet, with an arc length of 263.69 feet (chord bears South $50^{\circ} 30^{\prime} 16^{\prime \prime}$ West 53.87 feet); thence following the arc of a curve turning to the left having a radius of 19.00 feet, with an arc length of 18.94 feet (chord bears North $09^{\circ} 55^{\prime} 58^{\prime \prime}$ West 18.17 feet); thence North $38^{\circ} 29^{\prime} 37^{\prime \prime}$ West a distance of 537.00 feet to the "TRUE POINT OF BEGINNING"; which is the point of beginning, having an area of 27,253 square feet, 0.63 acres, more or less.

File: 20605_easeb
Date: Wednesday, November 17, 2004

hencwal date O $0,30,05$
DTE OF SIGNATURE $11,12,04$




## Weddle \& Associates, Inc.

Professional Land Surveyors
1750 S.W. Skyline Blvd., Sunte 105 Portiand, Oregon 97221

OFFICE (503) 292-8083 TOLL FREE (888) 222-8083
FAX (503) 292-0038

November 19, 2004
Job No. 3760SLPE

SLOPE EASEMENT


RENEWAL QATE: DEC. 31, 2ass

## EXHIBIT "C-1"

## LEGAL DESCRIPTION:

A tract of land for slope easement purposes, being a portion of Parcel 2, Partition Plat 2003-040, a duly recorded subdivision in the Northeast $1 / 4$ of Section 27, Township 2 South, Range 1 West of the Willamette Meridian, City of Tualatin, County of Washington and State of Oregon, being more particularly described as follows:

Commencing at the Southwest corner of said Parcel 2; thence along the Westerly line thereof North $38^{\circ} 29^{\prime} 37^{\prime \prime}$ West, 86.00 feet; thence leaving said Westerly line North $51^{\circ} 30^{\prime} 23^{\prime \prime}$ East, 1.00 feet to a point on the Northeasterly line of a Private Access and Utility Easement as shown on said Partition Plat, said point being the True Point of Beginning of the herein described tract of land; thence North $51^{\circ} 30^{\prime} 23^{\prime \prime}$ East, 85.00 feet; thence South $38^{\circ} 29^{\prime} 37^{\prime \prime}$ East, $48.00^{\prime}$; thence South $02^{\circ} 25^{\prime} 10^{\prime \prime}$ West, 83.19 feet to a point on the South line of said Parcel 2, said point also being on the arc of a non-tangent 51.00 foot radius curve left, a radial line bears North $80^{\circ} 42^{\prime} 24^{\prime \prime}$ East to said point; thence Northerly and Westerly along the arc of said curve 78.62 feet through a central angle of $88^{\circ} 19^{\prime} 33^{\prime \prime}$ (the long chord bears North $53^{\circ} 27^{\prime} 22^{\prime \prime}$ West, 71.06 feet) to the beginning of a tangent 25.00 foot radius curve to the right; thence along the arc of said curve 25.80 feet through a central angle of $59^{\circ} 07^{\prime} 32^{\prime \prime}$ (the long chord bears North $68^{\circ} 03^{\prime} 23^{\prime \prime}$ West, 24.67 feet); thence North $38^{\circ} 29^{\prime} 37^{\prime \prime}$ West, 20.75 feet to the True Point of Beginning.

Containing therein 5464 square feet.


## EXHIBIT "D"

## 20' UTILITY EASEMENT

A tract of land located within Parcels 1,2 and 3 of Partition Plat 2003-040 of Washington County Plat Records located in the southeast quarter of Section 22 and the northeast quarter of Section 27, Township 2 South, Range 1 West, Willamette Meridian, City of Tualatin, Washington County, oregon, being more particularly described as follows:

Beginning at the most westerly corner of said Parcel 3; thence following the northwesterly line of said Parcels 1, 2 and 3, thence North $52^{\circ} 21^{\prime} 13^{\prime \prime}$ East a distance of 557.39 feet to a point on the northeasterly line of said Parcel 2; thence following the northeasterly line of said Parcel 2, South $00^{\circ} 19^{\prime} 50^{\prime \prime}$ East a distance of 25.15 feet; thence following a line lying 20.00 feet southeasterly of and parallel with the northwesterly lines of said Parcels 2 and 3, South $52^{\circ} 21^{\prime} 13^{\prime \prime}$ West a distance of 156.80 feet; thence following the northeasterly line of said Parcel 1, South $38^{\circ} 29^{\prime} 37^{\prime \prime}$ East a distance of 575.79 feet; thence following the southeasterly line of said Parcel 1, South $51^{\circ} 30^{\prime} 23^{\prime \prime}$ West a distance of 20.00 feet; thence following a line lying 20.00 feet southwesterly of and parallel with the northeasterly line of said Parcel 1, North $38^{\circ} 29^{\prime} 37^{\prime \prime}$ West a distance of 576.08 feet; thence following a line lying 20.00 feet southeasterly of and parallel with the northwesterly line of Parcel 1, South 52 ${ }^{\circ} 21^{\prime \prime} 13^{\prime \prime}$ West a distance of 365.04 feet; thence following the southwesterly line of said Parcel 1 , North $38^{\circ} 29^{\prime} 37^{\prime \prime}$ West a distance of 20.00 feet to the Point of Beginning; having an area of 22,511 square feet, 0.52 acres, more or less.

File: 20605_eased
Date: Wednesday, November 17, 2004




After recording return to Irving Potter Josselson, Potter \& Roberts 425 NW 10th Ave., Suite 306 Portland, OR 97209

## AMENDMENT TO

RESTRICTIVE COVENANT AND DECLARATION OF EASEMENT

Each of the Owners of property subject to the Restrictive Covenant and Declaration of Easement recorded December 1, 2004 as Fee No. 2004-137530 of the Official Records of Washington County, Oregon (the "Declaration") by execution hereof, agree to amend the Declaration as follows:

1. Properties Affected. This amendment affects the three parcels know as known as Parcel 1, Parcel 2, and Parcel 3 created as part of Parcel Plat Map No. 2003-040 recorded as Document No. 2003098057 in the real property records of the County of Washington, State of Oregon (the "Partition Plat").

## 2. Additional Easement.

2.1 Creation of Additional Easement. A non-exclusive easement is hereby granted to the Owners, their successors and assigns, for the benefit of the Lots, consisting of a strip of land approximately ten (10) feet wide over the portion of Parcel 2 abutting the Roadway (the "Sidewalk Easement Area"). The Owner of Parcel 2 has constructed a sidewalk within the Sidewalk Easement Area (the "Sidewalk").
2.2 Right to Use. Subject to the provisions of Section 8.1 of the Declaration negating any public rights, each Owner, its heirs, executors, administrators, successors, assigns, employees, agents, lessees, customers, licensees, visitors, invitees and concessionaires shall have the nonexclusive right to use the Sidewalk for the purpose of furnishing pedestrian ingress and egress to and from the lots in the Property. Such rights shall include the incidental rights to install, maintain, repair and replace the Sidewalk.
2.3 Maintenance. Section 2.1 of the Declaration regarding maintenance shall also apply to maintenance of the Sidewalk. The cost of such maintenance shall be allocated one third to the Owner or Owners of Parcel 1, one third to the Owner or Owners of Parcel 2 and one third to the Owner or Owners of Parcel 3, except that to the extent any maintenance is necessitated by the negligence or willful misconduct of any Owner, the maintenance necessitated thereby shall be at such Owner's sole cost and expense. Notwithstanding the foregoing, any costs associated with the initial construction of any curb cuts or modifications to the Sidewalk to make it handicapped accessible shall be paid by the Owner requesting such curb cut or modification.

This Amendment adopted by the Owners pursuant to Section 7 of the Declaration as of May $5,2006$.

ARLINGTON DEVELOPMENT PARTNERS LLC, an Oregon limited liability company

By its co-managers:

Arlington Development, Inc., an Oregon corporation


SFP TUALATIN LLC, an Oregon limited liability company
By its manager:


LAKESIDE LUMBER, INC., an Oregon corporation
By:
Name
$\qquad$
Its: $\qquad$

State of Oregon )
County of haltnomah ) ss.
This instrument was acknowledged before me on May 5, 2006 by Gregory 5. Jerkins as President of Arlington Development, Inc., an Oregon corporation, as Co-Manager of ARLINGTON DEVELOPMENT PARTNERS LLC, an Oregon limited liability company.


Notary Public for Oregon My Commission expires NoV. 27,2009

## State of Oregon )

County of multure) ss.
This instrument was acknowledged before me on May 5,2006 by Ulysses Shermall as Authorized Agent of Aspen Tualatin LLC., an Oregon corporation, as Co-Manager of ARLINGTON DEVELOPMENT PARTNERS LLC, an Oregon limited liability company.


Notary Public for Oregon
My Commission expires Nov. 272009

## STATE OF OREGON <br> COUNTY OF Washington <br> ) <br> ) ss.

This instrument was acknowledged before me on this? $?^{\sim d}$ day of May_, 2006, by Gregory L. Specht, as President of SPECHT PROPERTIES, INC, an Oregon corporation, as Manager of SFP TUALATIN LLC, an Oregon limited liability company, on behalf of said company.

$\begin{array}{ll}\text { State of Oregon } \\ \text { County of } & \text { ) ss. }\end{array}$
This instrument was acknowledged before me on $\qquad$ by
$\qquad$ as $\qquad$ of Lakeside Lumber, Inc., Inc., an Oregon corporation. Notary Public for Oregon My Commission expires $\qquad$

County of $\qquad$ ) ss.

This instrument was acknowledged before me on May 5,2006 by Gregony 5.7erkitss as President or Atlington Development, Inc., an Oregon corporation, as Co-Manager of ARLINGTON DEVELOPMENT. PARTNERS LLC, an Oregon limited liability company.


State of Oregon )
County of $\qquad$ ) $s s$.

This instrument was acknowledged before me on May 5, 2006 by Wly Sses Shermall as Authorized Agent of Xspen Tualatin IJ.C., an Oregon corporation, as C0-Manager of ARLINGTON DEVELOPMENT PARTNFRS LLC, an Oregon limited liability company.

OFFICIAL BEAL
KATHIEA GARCIA NOTARY PUBLLC.OAEGON COMMISEION NO. 399824 MY COHMISSION EXPPRES HOVELBERTZ,2009


Notary Public for Oregon
My Commission expircs Nov. 27,2009


This instrument was acknowledged before me on this 2 $2^{\text {Nd }}$ day of May . , 2006, by Gregory L. Specht, as President of SPECHI PROPERTIES, INC, an Oregon corporation, us Manager of SFP TUALATIN LLC, an Oregon limited liability company, on behalf of said company.

OFFCMS SEM OOFCMM SER ROD AN Pryaracen NOTARYPYBLC.OPEGON

Redrenrinctargen:
Notary Public for (oregon
My commission expires: APR L \& , $20 \times 7$

## State of Oregon Her

This instrument was acknowledgedbefore me on $7 \mathrm{Ca} / 19,7006$ by HEMin acobssm as ancsicent of Lakeside Lumber, Inc., Inc.,


Notary Public for Oregon My Commission expires $08 / 26 / 2006$



Dickstein Shapiro LLP AFTER RECORDDNG, PIEASE REIURNTO: 1825 Eye Street, NW Washington, DC 20006 Attn: Michael Kimberling

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Altr

Washington County, Oregon
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Note to Clerk: This Notice of Foreign
Judgment of the U.S. District Court is to be indexed in the Land Records of Washington County.

## NOTICE OF SUPPLEMENTAL FINAL ORDER AND JUDGMENT

> (County of Washington, Oregon)

THI N NOTICE OF SUPPLEMENTAL FINAL ORDER AND JUDGENT (this "Notice") dated as offlevi) 24,2008 , is recorded pursuant to the SUPPLEMENTAL FINAL ORDER AND JUDGMENT (hereinafter referred to as the "Supplemental Final Order and Judgment") (attached hereto as Exhibit A), entered by the United States District Court for the Southern District of Indiana on April 4, 2008, in Civil Action No. 1:02-cv-7004-DFH-TAB, one of the cases comprising the Multi-District Litigation entitled In Re: AT\&T Fiber Optic Cable Installation Litigation, IP99-C-9313-H/K, MDL Docket No. 1313. The Supplemental Final Order and Judgment permits AT\&T or Class Counsel to file the Supplemental Final Order and Judgment in the land records of each county in Oregon that has property affected by the Supplemental Final Order and Judgment. The Supplemental Final Order and Judgment requires that the each of the persons or entities listed under the column "Property Owner Name" on Attachment C be indexed as grantors, and that AT\&T Corp. and AT\&T Communications - East, Inc. (formerly AT\&T Communications, Inc.) be indexed as grantees.

## Purpose

This Notice, along with the Exhibits attached hereto, as directed by the Supplemental Final Order and Judgment, shall be filed/recorded/indexed in the judgment records in each jurisdiction in which the Settlement Corridors are located in order to give constructive and record notice of the existence of the encumbrance on the real estate created by the Final Order and Judgment entered by the United States District Court for the Southern District of Indiana on February 2, 2007 (hereinafter referred to as the "Final Order and Judgment"). The Supplemental Final Order and Judgment directs the clerk of the land records of each jurisdiction to file/record/index the Supplemental Final Order and Judgment by the names of each party listed
in the column "Property Owner Name" of Attachment C to the Supplemental Final Order and Judgment.

## Nature of Interest in Real Estate

Pursuant to the Final Order and Judgment, the Court granted AT\&T sixteen and one half ( $161 / 2$ ) foot wide permanent easements through the Settlement Corridor defined in the Settlement Agreement. The easements are more particularly described in the Order and Judgment.

## Use

Such easements are for the purpose of maintaining, upgrading and expanding cable, as well as to install new conduits and fiber or replacement technology within the easement and shall permit unrestricted use, licensing and assignment of such facilities which have been or may be constructed, installed, or acquired by AT\&T for its primary use, all as more particularly set forth in, and subject to the terms and conditions of, the Final Order and Judgment.

## Definitions and Conflicts

The terms and provisions of the Final Order and Judgment and the Supplemental Final Order and Judgment are hereby incorporated herein and make a part hereof, and any term or provision not defined herein shall have the meaning set forth in the Final Order and Judgment or the Supplemental Final Order and Judgment. In the event of a conflict between the terms of this Notice and the terms of the Final Order and Judgment or the Supplemental Final Order and Judgment, the terms of the Final Order and Judgment or the Supplemental Final Order and Judgment shall control.

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF INDIANA INDIANAPOLIS DIVISION


Case No. 1:99-ml-9313-DFH-TAB MDL Docket No. 1313
(Oregon Active Lines)

SUPPLEMENTAL FINAL ORDER AND JUDGMENT

On March 30, 2006, counsel for AT\&T Corp. and AT\&T Communications - East, Inc. (formerly AT\&T Communications, Inc.) (collectively AT\&T) and Class Counsel executed the Oregon "Telecommunication Cable"/Railroad Corridor Class Settlement Agreement, providing AT\&T, among other things, an easement running along certain railroad corridors in Oregon (the "Settlement Agreement"). On April 6, 2006, the Court entered an Order conditionally approving the Settlement Agreement. On February 2, 2007, this Court executed a Final Order and Judgment in these proceedings approving that settlement (the "Final Order and Judgment"), which was entered on February 2, 2007.

In the Final Order and Judgment, the Court granted AT\&T a sixteen and one half (16 1/2) foot wide easement, consistent with Paragraph VI.A.1. of the Settlement Agreement, for telecommunications purposes through the Settlement Corridor (as defined in the Settlement Agreement) vis-à-vis all Current Landowners (as defined in the Settlement Agreement) and their respective successors in interest. Under Paragraph VI.A.1. of the Settlement Agreement, this permanent telecommunications easement gives AT\&T the right to operate, maintain, upgrade and expand its existing cable, as well as to install new conduits and fiber or replacement
technology within the easement and shall permit unrestricted use, licensing and assignment of such facilities, which have been or may be constructed, installed, or acquired by AT\&T for its primary use.

The Final Order and Judgment provides that AT\&T or Class Counsel may, at their respective options and cost, file/record/index the Final Order and Judgment or a notice thereof, in the name of each Class Member who owns any property affected by the easement in the judgment or land records of the jurisdiction in which the real estate is located.

The Final Order and Judgment also provides that this Court retains jurisdiction to enter supplemental orders and judgments to effectuate the recordation of AT\&T's property rights.

This Supplemental Final Order and Judgment specifically identifies the owners of property affected by the easement described in the Final Order and Judgment and describes the affected property to effectuate the recordation of AT\&T's property rights.

Accordingly, in order to effectuate the recordation of AT\&T's property rights, it is hereby ORDERED AND ADJUDGED as follows:

The maps included at Attachment A illustrate, by county in Oregon, the portions of railroad corridors and adjoining property affected by the easement provided in the Final Order and Judgment. Attachment A is broken down by Oregon county into a number of sub-parts labeled A1, A2, A3, etc. If AT\&T chooses to file/record/index this Supplemental Final Order and Judgment in the land records of a particular county pursuant to the Final Order and Judgment, it is permitted to attach to this Supplemental Final Order and Judgment only the subpart of Attachment A that corresponds to that county.

Attachment B is a series of descriptions, by county in Oregon, that describe the portions of railroad corridors and adjoining property affected by the easement provided in the

Final Order and Judgment. Attachment B is broken down for each Oregon county into a number of sub-parts labeled B1, B2, B3, etc. If AT\&T chooses to file/record/index this Supplemental Final Order and Judgment in the land records of a particular county pursuant to the Final Order and Judgment, it is permitted to attach to this Supplemental Final Order and Judgment only the sub-part of Attachment B that corresponds to that county.

Attachment C consists of two spreadsheets that lists all owners of property from whom an easement was obtained and describes the parcels of property subject to the easement provided in the Final Order and Judgment. One of the spreadsheets lists the parcels within each county by the names of the landowners, and the other spreadsheet lists the parcels within each county in order as they appear along the Settlement Corridor. Each spreadsheet in Attachment C is broken down by Oregon county into a number of sub-parts labeled $\mathrm{C} 1, \mathrm{C} 2, \mathrm{C} 3$, etc. If AT\&T chooses to file/record/index this Supplemental Final Order and Judgment in the land records of a particular county pursuant to the Final Order and Judgment, it is permitted to attach to this Supplemental Final Order and Judgment only the sub-part of Attachment $C$ that corresponds to that county.

If AT\&T chooses to file/record/index this Supplemental Final Order and Judgment in the land records of a particular county, the recorder's offices of such jurisdictions are directed to file/record/index this Order against each settlement class member's name or against such settlement class member's interest in the real estate (the names and other necessary information of such settlement class members within each applicable jurisdiction are included at Attachment C to this Supplemental Final Order and Judgment in order to allow the recorder's office to file/record/index this Supplemental Final Order and Judgment against each settlement class member), so as to give constructive and record notice to all subsequent parties acquiring an interest in the real estate of the existence of the easements.

This 24th day of $\qquad$ 2008.

Copies to:
James M. Boyers
WOODEN \& MCLAUGHLIN LLP
One Indiana Square, Suite 1800
Indianapolis, N 46204-4208
Peter W. Morgan, Esq.
Howard N. Feldman, Esq.
B.H. Walling, Esq.

DICKSTEIN SHAPIRO LLP
2101 L. Street, N.W.
Washington, DC 20037-1526
Henry J. Price, Esq.
Attorney No. 5822-49
PRICE, WAICUKAUSKI \&
RILEY, LLC
The Hammond Block Building
301 Massachusetts Avenue
Indianapolis, IN 46204
Roger C. Johnson, Esq.
KOONZ McKENNEY JOHNSON
DEPAOLIS \& LIGHTFOOT
James Monroe Building
2001 Pennsylvania Avenue, N.W.
Suite 450
Washington, DC 20006
John B. Massopust, Esq.
Daniel J. Millea, Esq.
ZELLE, HOFMANN, VOELBEL,
MASON \& GETTE, LLP
500 Washington Avenue South
Suite 4000
Minneapolis, MN 55415


DAVID F. HAMILTON, CHIEF JUDGE United States District Court
Southern District of Indiana

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GNITED STATES DISTRICT COURT
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Nicholas C. Nizamoff, Esq<br>STUART \& BRANIGIN<br>8888 Keystone Crossing<br>Suite 1401<br>Indianapolis, IN 46240<br>Nancy Winkelman, Esq.<br>SCHNADER HARRISON SEGAL \& LEWIS LLP<br>Suite 3600<br>1600 Market Street<br>Philadelphia, PA 19103<br>Nels Ackerson, Esq.<br>ACKERSON KAUFFMAN FEX, P.C.<br>1250 H Street, N.W.<br>Suite 850<br>Washington, DC 20004





# Óregon - Washington County Descriptions of Settlement Corridor Beginning and Ending Points As of February 22, 2008 

## Beaverton to Medford - BNSF

Beginning Point - 1600 feet north of the intersection of Cornelius Pass Rd and Sunset Hwy in the City of Hillsboro, Washington County, Oregon.

The corridor travels south through the following sections:
TWN 1N-RNG 2W-SEC23
TWN IN-RNG 2W-SEC26
The corridor then travels southeast through the following sections:
TWN 1S-RNG 1W-SEC35
TWN 2S-RNG IW-SEC 2
TWN 2S-RNG 1W-SEC 1
TWN 2S-RNG 1W-SEC12
The corridor then travels southwest through the following sections:
TWN 2S-RNG IW-SEC13
TWN 2S-RNG 1W-SEC14
TWN 2S-RNG 1W-SEC23
TWN 2S-RNG 1W-SEC26
TWN 2S-RNG IW-SEC27

Ending Point - 130 feet south of the intersection Industrial Way and $105^{\text {th }}$ Ave in the City of Tualatin, Washington County, Oregon.

## Beaverton to Medford - Southern Pacific (now UP)

Beginning Point -100 feet west of the intersection of Hocken Ave and Tualatin Valley Hwy in the City of Beaverton, Washington County, Oregon.

The corridor travels southeast through the following sections:
TWN IN-RNG 1W-SEC16
TWN 1N-RNG 1W-SEC15
The corridor then travels south through the following sections:
TWN 1S-RNG 1W-SEC22
TWN 1S-RNG IW-SEC27

The corridor then travels southwest through the following sections:
TWN IS-RNG IW-SEC34
TWN 1S-RNG 1W-SEC35
TWN 2S-RNG 1W-SEC 2
TWN 2S-RNG 1W-SEC 1

Ending Point - 1600 feet south of the intersection Hunziker Rd and Wall St in the City of Tigard, Washington County, Oregon.

## Beaverton to Medford - TriMet Light rail

Beginning Point - 1300 feet north of the intersection of Cornelius Pass Rd and Quatama Rd in the City of Hillsboro, Washington County, Oregon.

The corridor travels southeast through the following sections:
TWN 1N-RNG 2W-SEC35
TWN 1N-RNG 2W-SEC36
TWN 1S-RNG 2W-SEC 1
TWN IS-RNG IW-SEC 6
TWN IS-RNG IW-SEC 5
TWN IS-RNG IW-SEC 8
TWN IS-RNG 1 W-SEC 9

Ending Point - 400 feet northeast of the intersection Hocken Ave and Millikan Way in the City of Cedar Hills, Washington County, Oregon.
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| st |  | ISNA | coslorvelisz |  | $065\left[5 r^{\prime}\right.$ | NOLONIIISYM | $\begin{array}{r} 6816 \\ -01266 \\ \hline \end{array}$ | 40 | OnYLizos | OS 89AOLSEM MNHEL |  | 6561003\％ | ¢ |
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| 08 |  | 4SN8 | 009003V9zzN | BAVIILSIZ MNLSEt | 18z69EIy | NOLISNIIISYM | － 716 | \％o | Oxorstili | \＃AVILSİMNSgig | T7TSLN3NLSEMNIDO | 112700780 | 03 |
| 092 |  | 35 Na | cos00日Y9tzN | EAVILSİ MN Ssce | 60769518 | NOLONIHSYM | $\begin{aligned} 9625 \\ -90066 \\ -9 \end{aligned}$ | 80 | Nolyanves |  |  | 602z00380 | 62 |
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| 18 |  | Jisijud Noinn | lorsoiv9isi |  | Lozzziy | NOLDNIIISVM | 20026 | บо | NOLABAYBi |  | NOL53 ${ }^{\text {a }}$ Ta3S | 198100080 | 59 |
| 88 |  | Jiby noln | Cozsavy9lisi | OX ROXNVOMS OS 8 C | $061+218$ | NOLDNIIISVM | －2000 6 | 80 | NOLPJAYM ${ }^{\text {a }}$ |  | NoLsind 7ass | 258100030 |  |
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| 1 |  | TIVY | 00200VVIOZS 1 | L）VSTTMSSLL8！ | 6zEvEIİ | NOIDNIISYM | 9002．6 | צо |  | 1）VST7MSSLLR1 |  | Eszz0a）＊\％ | Int |
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| 28 |  | －${ }^{\text {SNO }}$ | corcovaroisz | 3AVIIIS6 MS 690211 | SLitsozid | NOLDNIISYM | － 2 zuL 6 | 80 | gavolu | ZAVIMS6MS6BOZI | HILIINVIIL＇Nadion | 2SL100） | Obt |
| 19 |  | Jisiovj NOIN |  | 1SAVMOVOU8 MS forzi | 9bs917 | NOLDNIIISYM | ¢9zL6 | 8 O |  |  | OTT ILISVOV Man | 988100383 | 651 |
| 4 |  | THIJVANOINT ${ }^{\text {P }}$ ISNG | 10100635EISI |  | olztzizy | NOLONIIISYM | － 20026 | 40 | NoLamivag | ax Yisim MS 01021 | ONIODALGKVS 7VNOUYN | ［2L：003） | 8 EI |
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| $\frac{152}{65}$ | \％ | ISNo | foziocivzoisz | ISTVITYSWWOOMS 0038 | E80z9＋8 | NOLONIIISYA | －182L6 | 80 | axysil | $92905 t \times 08 \mathrm{OJ}$ | JTTONDVW | L8L100380 | 41 |
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|  |  |  |  |  |  | NOLDRUISVM | 6060 | 40 | N！LVIVA | $606 \times 0808$ |  | 216100380 | 111 |
| 29 |  |  | cosiovvezise | IS A3x08silims 025 | 62982 | NOLDNIISVM | －90026 | \％o | viloty | HOVSIT ASS2061 | 11 NOSYASSEI＇NYWAT | 2VŻ̃0） | 011 |
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| 42 |  | ${ }^{\text {ASNE }}$ | ＋01000893zISE |  | EE5097\％ | NOLDNEIISYM | － 726 | प\％ | Gyvis | N7GTilichzissili miszomi | 377ailiw Xhviy | $6541003 \times 0$ | 76 |
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| 02 |  | TIVA LIDIT L3w | oosiovviozsi | \％VSIT MS 59681 | 60trilix | NOLONDHSM | $\begin{gathered} 5161 \\ -90066 \end{gathered}$ | צо | V1to7v |  |  | 9812003 | 921 |
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| \％12 | を | ISNB | 0010002 c 15 ¢ | OM83MS NILV7VIL MSOLE6 | Ltrezs | NOLSNIIISVMS | －0tezz | VA | VIMONVXEาV | $95161 \times 0803$ | VN YNVG SDDIM | ¢66100．380 | 02 |
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| $6 E \tau$ | $z$ | ISN8 | oozzoanezisz | anvilusims LLt6i | Lettst | NOLSNIIISV | tocte | но | W37vs | OOL＂Mn avor \atyjnglo szs |  | LOrzoasuo | 291 |
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| 21. | $\tau$ | 3SNG | 001103 zzisz |  | Z814154 | NOLDNIHSVM | － 2 LLL 6 | 80 | anvilyos | BLSXMXd vionoss msorssi |  |  |  |
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First American Title Insurance Company<br>National Commercial Services<br>200 SW Market Street, Suite 250<br>Portland, OR 97201<br>Phone: (503)795-7600 / Fax: (866)678-0591

PR: NATLAC
Ofe: 5031 (1601)

## Final Invoice

| To: | Mutual Materials | Invoice No.: | 1601-1601106109 |
| :---: | :---: | :---: | :---: |
|  | 15791 SE Piazza Ave | Date: | 03/28/2019 |
|  | Clackamas, OR 97015 | Our File No.: | NCS-953660-OR1 |
|  |  | Title Officer: | Tina Carleton |
|  |  | Escrow Officer: |  |
|  |  | Customer ID: | 3059497 |
| RE: | Attention: Kim Eirling Your Ref.: | Liability Amounts |  |
|  | Property: <br> 10780 SW Tualatin-Sherwood Rd, Tualatin, OR 97062 |  |  |
|  | Buyers: Mutual Materials Company Sellers: |  |  |


| Description of Charge | Invoice Amount |
| :--- | :---: |
| Search and Exam - Lot Book | $\$ 500.00$ |
|  | INVOICE TOTAL |

Comments:

Thank you for your business!
To assure proper credit, please send a copy of this Invoice and Payment to:
Attention: Accounts Receivable Department
PO Box 31001-2266
Pasadena, CA 91110-2266



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|  | Josselson, Potter \& Roberts |
|  | 425 NW 10th Ave., Suite 306 |
|  | Portland, OR 97209 |



AMENDMENT TO RESTRICTIVE COVENANT AND DECLARATION OF EASEMENT

Each of the Owners of property subject to the Restrictive Covenant and Declaration of Easement recorded December 1, 2004 as Fee No. 2004-137530 of the Official Records of Washington County, Oregon (the "Declaration") by execution hereof, agree to amend the Declaration as follows:

1. Properties Affected. This amendment affects the three parcels know as known as Parcel 1, Parcel 2, and Parcel 3 created as part of Parcel Plat Map No. 2003-040 recorded as Document No. 2003098057 in the real property records of the County of Washington, State of Oregon (the "Partition Plat").

## 2. Additional Easement.

2.1 Creation of Additional Easement. A non-exclusive easement is hereby granted to the Owners, their successors and assigns, for the benefit of the Lots, consisting of a strip of land approximately ten (10) feet wide over the portion of Parcel 2 abutting the Roadway (the "Sidewalk Easement Area"). The Owner of Parcel 2 has constructed a sidewalk within the Sidewalk Easement Area (the "Sidewalk").
2.2 Right to Use. Subject to the provisions of Section 8.1 of the Declaration negating any public rights, each Owner, its heirs, executors, administrators, successors, assigns, employees, agents, lessees, customers, licensees, visitors, invitees and concessionaires shall have the nonexclusive right to use the Sidewalk for the purpose of furnishing pedestrian ingress and egress to and from the lots in the Property. Such rights shall include the incidental rights to install, maintain, repair and replace the Sidewalk.
2.3 Maintenance. Section 2.1 of the Declaration regarding maintenance shall also apply to maintenance of the Sidewalk. The cost of such maintenance shall be allocated one third to the Owner or Owners of Parcel 1, one third to the Owner or Owners of Parcel 2 and one third to the Owner or Owners of Parcel 3, except that to the extent any maintenance is necessitated by the negligence or willful misconduct of any Owner, the maintenance necessitated thereby shall be at such Owner's sole cost and expense. Notwithstanding the foregoing, any costs associated with the initial construction of any curb cuts or modifications to the Sidewalk to make it handicapped accessible shall be paid by the Owner requesting such curb cut or modification.

This Amendment adopted by the Owners pursuant to Section 7 of the Declaration as of May $5,2006$.

ARLINGTON DEVELOPMENT PARTNERS LLC, an Oregon limited liability company

By its co-managers:

Arlington Development, Inc., an Oregon corporation


SFP TUALATIN LLC, an Oregon limited liability company
By its manager:


LAKESIDE LUMBER, INC., an Oregon corporation
By: $\qquad$
Name: $\qquad$
Its: $\qquad$

State of Oregon )
County of (huitnomah) ss.
This instrument was acknowledged before me on May 5,2006 by Gregory 5. 3erkins as President of Arlington Development, Inc., an Oregon corporation, as Co-Manager of ARLINGTON DEVELOPMENT PARTNERS LLC, an Oregon limited liability company.


State of Oregon )
County of Mustromah ) ss.
This instrument was acknowledged before me on May 5, 2006 by Uly sses Shermall as Authorized Agent of Aspen Tualatin LLC., an Oregon corporation, as Co-Manager of ARLINGTON DEVELOPMENT PARTNERS LLC, an Oregon limited liability company.

## STATE OF OREGON . <br> COUNTY OF (Washington)

This instrument was acknowledged before me on this $2^{N d}$ day of May , 2006, by Gregory L. Specht, as President of SPECHT PROPERTIES, INC, an Oregon corporation, as Manager of SFP TUALATIN LLC, an Oregon limited liability company, on behalf of said company.


State of Oregon
County of $\qquad$ ) ss.

This instrument was acknowledged before me on $\qquad$ by
$\qquad$ as $\qquad$ of Lakeside Lumber, Inc., Inc., an Oregon corporation.
$\qquad$


State of Orcgon )
County of __ ss.
This instrument was acknowledged before me on May 5,2006 by Gregony 5.7erkins as President of Artington Development, Inc., an Oregon corporation, as Co-Manager of ARLINGTON DEVELOPMFNT' PARTNERS LLC, an Oregon limited liability company.


State of Oregon )
County of $\qquad$ ) $8 s$.

This instrument was acknowledged before me on May 5 , 2006 by Uly Sies Sherman as Authorized Agent of Xspen' Tualatin II.C., an Oregon corporation, as Co-Manager of ARLINGTON DEVELOPMENT PARTNFRS LLC, an Oregon limited liability company.


This instrument was acknowledged before me on this 2 ${ }^{\text {Nd }}$ day of MAy , 2006, by Gregory L. Specht, as President of SPECHI PROPERTIES, INC, an Oregon corporation, as Manager of SFP TUALATIN LLC, an Oregon limited liability company, on behalf of said company.


State of Oregon
County of 1 Aloshergion
This instrument was acknowiedgedpeforc me on $7 \mathrm{May} 19,7006$ by This instrument was acknowiedgedbeforc me on $1 / a y / 9,7006$ by
an Oregon corporation.



Notary Public for Oregon My Commission expires $08 / 26 / 2006$



After recording return to: Mutual Materials Company P.O. Box 2009

Bellevue, WA 98009-2809

Until a change is requested all tax statements shall be sent to the following address: Mutual Materials Company P.O. Box 2009

Bellevue, WA 98009-2809

File No.: NCS-340143-OR1 (mk)
Date: July 22, 2008

Washnngton counk, orgeon 2008-066403 07/29/2008 03:37:34 PM D-DW Cnt=1 Etnw22 1REED


## STATUTORY WARRANTY DEED

SFP Tualatin LLC, an Oregon limited liability company, Grantor, conveys and warrants to Mutual Materials Company, a Nevada corporation, Grantee, the following described real property free of liens and encumbrances, except as set forth on EXHIBIT "B" attached hereto and incorporated herein by this reference.

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

The true consideration for this conveyance is $\mathbf{\$ 2 , 1 6 0 , 0 0 0} \mathbf{0 0}$. (Here comply with requirements of ORS 93.030 )


BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195336 AND SECTIONS 5 TO 11, OF CHAPTER 424, OREGON LAWS 2007. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930 AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195-336 AND SECTIONS 5 TO 11, OF CHAPTER 424, OREGON LAWS 2007.

Dated this 29 day of $\underset{\sim}{2008}$.

SFP Tualatin LLC, an Oregon limited liability company

By: Specht Properties, Inc., its Manager


By: Gregory 4 . Specht, President


| STATE OF | Oregon | ) 55. |
| :--- | :--- | :--- |
| County of | Washington |  |

 by Gregory L. Specht as President of Specht Properties, Inc., an Oregon corporation, as Manager of SFP Tualatin LLC, an Oregon limited liability company on behalf of the limited liability company.


## Exhibit "A"

Real property in the County of Washington, State of Oregon, described as follows:
PARCEL I:
Parcel 3, PARTITION PLAT NO. 2003-040, in the City of Tualatin, County of Washington and State of Oregon.

PARCEL II:
An easement for private access and utility as set forth on PARTITION PLAT NO. 2003-040, in the City of Tualatin, County of Washington and State of Oregon.

PARCEL III:
An easement for sidewalk purposes as created by that certain Amendment To Restrictive Covenant and Declaration of Easement recorded June 9, 2006 as Fee No. 2006-068730.

## EXHIBIT "B"

1. City liens, if any, for the city of Tualatin.
2. These premises are within the boundaries of the Clean Water Services District and are subject to the levies and assessments thereof. None due at recordation
3. Easement, including terms and provisions contained therein:

| Recording Information: | September 13,1990 as Fee No. $90-049686$ |
| :--- | :--- |
| In Favor of: | Washington County, a political subdivision of the State of |
| For: | Oregon |
|  | Drainage |

4. The terms and provisions contained in the document entitled "Dedication of Real Property Agreement" recorded April 15, 1991 as Fee No. 91017983 of Official Records.
5. Easements for private access and utility purposes for the benefit of Parcels 1,2 and 3 as shown on the recorded partition plat of 2003-040.
6. Restrictions shown on the recorded partition plat of 2003-040.
7. Covenants, conditions, restrictions and easements in the document recorded December 01, 2004 as Fee No. 2004-137530 but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, national origin, sexual orientation, marital status, ancestry, source of income or disability, to the extent such covenants, conditions or restrictions violate Title 42, Section 3604(c), of the United States Codes. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status.

Document(s) declaring modifications thereof recorded June 09, 2006 as Fee No. 2006-068730
8. General and special taxes and assessments for the fiscal year 2008-2009, a lien not yet due or payable.
9. An unrecorded lease dated June 15, 2006 executed by SFP Tualatin LLC as lessor and Stacy and Witbeck Inc. as lessee, and any amendments thereto, as disclosed to the Company.


## Sensitive Area Pre-Screening Site Assessment

## 1. Jurisdiction: Tualatin

2. Property Information (example 1S234AB01400)

Tax lot ID(s): ${ }^{2 S 127 A A 02100}$

OR Site Address: 10700 SW TUALATIN SHERWOOD RD
City, State, Zip: Tualatin, OR 97062
Nearest Cross Street: sw Avery St
4. Development Activity (check all that apply)
$\square$ Addition to Single Family Residence (rooms, deck, garage)
$\square$ Lot Line Adjustment $\square$ Minor Land Partition
$\square$ Residential Condominium Commercial Condominium
$\square$ Residential Subdivision $\square$ Commercial Subdivision
$\square$ Single Lot Commercial $\square$ Multi Lot Commercial
Other $\qquad$

## 3. Owner Information

Name: Mutual Materials
Company:
Address: $\qquad$
City, State, Zip:
Phone/Fax:
E-Mail:

## 5. Applicant's Rep Information

Name: Suzannah Stanley
Company: Mackenzie
Address: 1515 SE Water Ave Ste 100
City, State, Zip: Portland, OR 97214
Phone/Fax: 503-224-9560
E-Mail: sstanley@mcknze.com
6. Will the project involve any off-site work? $\square$ Yes $\square$ No $\square$ Unknown

Location and description of off-site work
7. Additional comments or information that may be needed to understand your project

Mutual Materials - sale/storage of pavers/bricks to contractors. Same project approved in 2008/2009 but decision expired. Almost identical proposal to previous.
This application does NOT replace Grading and Erosion Control Permits, Connection Permits, Building Permits, Site Development Permits, DEQ 1200-C Permit or other permits as issued by the Department of Environmental Quality, Department of State Lands and/or Department of the Army COE. All required permits and approvals must be obtained and completed under applicable local, state, and federal law.
By signing this form, the Owner or Owner's authorized agent or representative, acknowledges and agrees that employees of Clean Water Services have authority to enter the project site at all reasonable times for the purpose of inspecting project site conditions and gathering information related to the project site. I certify that I am familiar with the information contained in this document, and to the best of my knowledge and belief, this information is true, complete, and accurate.
Print/Type Name Suzannah Stanley
Print/Type Title Land Use Planner
Signature


Date

## FOR DISTRICT USE ONLY

$\square$ Sensitive areas potentially exist on site or within 200' of the site. THE APPLICANT MUST PERFORM A SITE ASSESSMENT PRIOR TO ISSUANCE OF A SERVICE PROVIDER LETTER. If Sensitive Areas exist on the site or within 200 feet on adjacent properties, a Natural Resources Assessment Report may also be required.
XI Based on review of the submitted materials and best available information Sensitive areas do not appear to exist on site or within 200' of the site. This Sensitive Area Pre-Screening Site Assessment does NOT eliminate the need to evaluate and protect water quality sensitive areas if they are subsequently discovered. This document will serve as your Service Provider letter as required by Resolution and Order 17-05, Section 3.02.1. All required permits and approvals must be obtained and completed under applicable local, State, and federal law.
$\square$ Based on review of the submitted materials and best available information the above referenced project will not significantly impact the existing or potentially sensitive area(s) found near the site. This Sensitive Area Pre-Screening Site Assessment does NOT eliminate the need to evaluate and protect additional water quality sensitive areas if they are subsequently discovered. This document will serve as your Service Provider letter as required by Resolution and Order 17-05, Section 3.02.1. All required permits and approvals must be obtained and completed under applicable local, state and federal law.
$\square$ This Service Provider Letter is not valid unless $\qquad$ CWS approved site plan(s) are attached.
$\square$ The proposed activity does not meet the definition of development or the lot was platted after 9/9/95 ORS 92.040(2). NO SITE ASSESSMENT OR SERVICE PROVIDER LETTER IS REQUIRED.

Reviewed by
 Date $\qquad$

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

SITE DATA
TOTAL SITE AREA
DEEVEOOPENE AREA


Architecture Interiors
Planning Engineering
 MACKENZIE. $=$ (2) MATHALAS

## KEYNOTES


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8. SEMMENAA block STORAGE BINS, Coorodinate blo
10. hard plastic inustrall edee, see detall $11 /{ }^{1} 5$

1. LANOSCAPE EHOW AREA PER L. ARCH DRAWNOS
2. asphalt paving
3. Pavers at parking stals, cooroinate



4. Propossed fire hyorant




SITE LEGEND

26. T/RABAB.1 Enclosure, architectural detall
27. TREE Buffer Rone (sEE detall $1 /$ c3.0)
29. Remove exising fence
30. MATCH ExITTING SIIEWALK



36. BuILDING MANN ENTRANCE
19. UTHITY EASEMENT UTLITY EASEMENT
39. CARPOOL /NANPool PARKING
40. ExISTING FENCE To REMAN
41. Rock Channel. SEE Lanoscape plan
42. 4 ' vinl-Coateo chan link fence
42. 4 UNIn-COATED CHAIN LINK FENCE
44. ADA PARKNG SINN MTH MAN ACCESSIRE
45. EXISTING SIDEWALK
46. MECHANICAL UNITS
47. STE LIOHTING, 30 LIOHT Poles



Im CATCH Basin
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SHEET TITLE:
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DRAW Br: DJR
CHEKKED BY: AUS
SHEET:
C2.0

REPUBLIC SERVICES

April 5, 2019

Bailey Currier
Mackenzie Architecture

Re: Mutual Materials
10700 SW Tualatin-Sherwood Rd.
Tualatin, OR 97062

Dear Bailey,

Thank you, for sending us the final site plans for this proposed development in Tualatin.

My Company: Republic Services of Clackamas and Washington Counties has the franchise agreement to service this area with the City of Tualatin. We will provide complete commercial waste removal and recycling services as needed on a weekly basis for this location

The site location of the Trash and Recycle enclosure sent 4/4/2019, and the traffic circulation defined to access from Tualatin-Sherwood road will allow safe access for our trucks.

The revised enclosure design dimensions sent 4/4/2019 which includes $17^{\prime}-4^{\prime}$ OD width and $10^{\prime}-0$ OD depth, gate width opening post to post $16^{\prime}$, gate swing radius of 180 degrees, and wheel stop curbing of $14^{\prime}-8^{\prime \prime}$ width, are adequate for our trucks to safely service the containers.

Thanks Bailey for your help and concerns for our services prior to this project being developed.



(c)

TRASH ENCLOSURE

(D)


www.unitedfirepdx.com
4611 NE MLK JR BLVD
PORTLAND, OR 97211
Phone: 503-249-0771
Fax: 503-249-0572
Email: service@unitedfirepdx.com
Oregon CCB\# 65290
Washington EC06\# UNTDFFH95ONT
Pratecting Property. Sauing Liued
CHECK SHEET FOR TEST OF
PRIVATE FIRE HYDRANTS

TEST DATE: $\qquad$

| FOR FIRE BUREAU USE ONLY |  |
| :--- | :--- |
| DATE <br> RECEIVED |  |
| COMPLEX \# |  |
| BUILDING \# |  |
| BUSINESS \# |  |
| LOCATION \# |  |
| BILL TO: \# |  |
| PHYS. FAC. \# |  |
| APPEAL \# |  |
| DATE <br> ENTERED |  |

BUSINESS NAME: MUTUAL MATERIALS TUALATIN PROPERTY
BUILDING NAME:
BUILDING ADDRESS: PO BOX 2009 BELLEVUE, WA 98009
CONTACT: LANCE
PHONE: 503-932-3172
NUMBER OF FIRE HYDRANTS ON THIS SYSTEM: 1 (If more than 3 , use additional forms)

|  | \# 1 | \#2 | \# 3 |
| :---: | :---: | :---: | :---: |
| Location of Hydrant? MAKE/MODEL | BY ARLINGTON COMMON SIGN GLOW |  |  |
| Access unobstructed? Faced correctly? Set properly? | YES $\bar{\square}$ NO $\square$ YES $\bar{\square}$ NO $\square$ YES $\square \mathbf{~ N O ~} \square$ | YES $\square$ NO $\square$ YES $\square$ NO $\square$ YES $\square$ NO $\square$ | $\begin{aligned} & \text { YES } \square \text { NO } \square \\ & \text { YES } \square \text { NO } \square \\ & \text { YES } \square \text { NO } \square \end{aligned}$ |
| Location of residual pressure gauge | ON HYDRANT 2.5" |  |  |
| Static pressure | 60 |  |  |
| Residual pressure | 55 |  |  |
| Sizes of outlets flowed | 2.5" |  |  |
| Number of outlets flowed | 1 |  |  |
| Pitot reading | 23 |  |  |
| GPM flowed @20 psi residual | 2465 |  |  |
| Threads in good repair? Lubricated? Caps replaced? | YES $\bar{\square}$ NO $\square$ YES NO $\square$ YES NO $\square$ | $\begin{aligned} & \text { YES } \square \text { NO } \square \\ & \text { YES } \square \text { NO } \square \\ & \text { YES } \square \text { NO } \square \end{aligned}$ | $\begin{aligned} & \text { YES } \square \text { NO } \square \\ & \text { YES } \square \text { NO } \square \\ & \text { YES } \square \text { NO } \square \end{aligned}$ |
| Leakage in base, dome or sleeve when under pressure? | YES $\square$ NO $\square$ | YES $\square$ NO $\square$ | YES $\square$ NO $\square$ |
| Hydrant operates properly? Operating nut lubricated? | $\begin{aligned} & \text { YES } \square \text { NO } \square \\ & \text { YES } \square \text { NO } \end{aligned}$ | $\begin{aligned} & \text { YES }{ }^{1} \text { NO } \square \\ & \text { YES } \square \text { NO } \end{aligned}$ | $\begin{aligned} & \hline \text { YES } \square \text { NO } \square \\ & \text { YES } \square \text { NO } \\ & \hline \end{aligned}$ |
| Hydrant drains properly after test? | YES $\square$ NO $\square$ | YES $\square$ NO $\square$ | YES $\square$ NO $\square$ |

## REQUIRED CORRECTIONS AND EXPLANATION OF PROBLEMS:

1. $\qquad$
2. $\qquad$
3. $\qquad$
4. $\qquad$
5. $\qquad$
6. 

## CORRECTIONS MADE:

1. $\qquad$
2. $\qquad$
3. $\qquad$
4. $\qquad$
5. $\qquad$
6. $\qquad$
Has the building owner / representative been notified of any deficiencies?
YES $\triangle$ NO
If YES, who was notified? LANCE - Emailed
If NO, why wasn't the owner / representative notified? $\qquad$

Certified Personnel Conducting Test (PLEASE PRINT NAME) BRIAN MADISON
Certification \# 6027
signature: Bruan 7 Padenons
Name of Company: UNITED FIRE
Phone: 503-249-0771


PRELIMINARY
DRAINAGE REPORT

To
City of Tualatin

## For

Mutual Materials
Tualatin, Oregon
Submitted
April 12, 2019

Project Number
2190107.00

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1. Introduction ..... 1
2. Water Quality ..... 2
3. Water Quantity ..... 3

## ATTACHMENTS

1. Grading Plan
2. Basin Map - Existing Conditions
3. Basin Map - Proposed Conditions
4. Water Quantity Sizing Calculations

## 1. INTRODUCTION

The following storm drainage calculations are intended to support the Mutual Materials Tualatin project. This report demonstrates the proposed stormwater system's compliance with Clean Water Services Design and Construction Standards (April 2017).

The project site is located west of SW Teton Avenue between SW Tualatin-Sherwood Road and the Oregon Electric Railroad and is accessed by a private driveway between what are currently Lakeside Lumber and Arlington Commons. The site is five acres and is zoned MG (General Manufacturing).

The project consists of the construction of a single-story showroom, exterior material storage, paved areas for maneuvering, and required utilities and landscape.

The existing site is primarily unmaintained gravel and grass, with a u-shaped asphalt driveway/road, and slopes northwest at approximately $3.0 \%$.


Figure 1: Vicinity Map

## 2. WATER QUALITY

The water quality volume and flow required to be treated is defined by Clean Water Services using the following equations:

$$
\text { Water Quality Volume }(\mathrm{WQV})=\frac{0.36(\mathrm{in}) * \text { Area }(\mathrm{sq} \mathrm{ft})}{12(\mathrm{in} / \mathrm{ft})}
$$

where

Area = New Impervious Area + 3(Modified Impervious Area - Permanently Removed Impervious Area)
With new impervious area, modified impervious area, and permanently removed impervious area as listed for each drainage basin in Table 1.

$$
\text { Water Quality Flow }(\text { WQF })=\frac{\text { Water Quality Volume }\left(\mathrm{ft}^{3}\right)}{14,400 \text { seconds }}
$$

Water quality for drainage basin " $A$ " will be provided for in the proposed extended dry basin. Drainage basin "B" (private driveway from SW Tualatin-Sherwood Road) is currently developed with water quality being provided by two existing water quality catch basins. These exiting facilities are assumed to be sufficient for providing water quality to this basin.

| Table 1: Impervious Areas and Required Water Quality Volume and Flow |  |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Drainage <br> Basin | Impervious Area (ft²) |  |  |  |  | Water Quality <br> Volume $\left(\mathrm{ft}^{3}\right)$ |
|  | New | Water Quality <br> Flow <br> $\left(\mathrm{ft}^{3} / \mathrm{s}\right)$ |  |  |  |  |
| A Modified | Permanently <br> Removed | Total Area | 4,597 | 0.32 |  |  |

Table 2 summarizes the storage available in the proposed extended dry basin. From this table we can interpolate an elevation of 169.60 feet for the water quality volume ( $4,597 \mathrm{ft}^{2}$ ). This elevation is used as the bottom of pond elevation in Hydraflow when solving for water quantity.

| Table 2: Extended Dry Basin Stage Storage |  |  |  |
| :---: | :---: | :---: | :---: |
| Elevation $(\mathrm{ft})$ | Area $\left(\mathrm{ft}^{2}\right)$ | Volume $\left(\mathrm{ft}^{3}\right)$ | Cumulative Volume $\left(\mathrm{ft}^{3}\right)$ |
| 168 | 2,115 | 0 | 0 |
| 169 | 2,937 | 2,526 | 2,526 |
| 170 | 3,926 | 3,432 | 5,958 |
| 171 | 4,965 | 4,446 | 10,404 |
| 172 | 5,881 | 5,423 | 15,827 |
| 173 | 6,850 | 6,366 | 22,193 |

## 3. WATER QUANTITY

Per Clean Water Services Design and Construction Standards (April 2017), section 4.03.4b, on-site detention facilities shall be designed to capture runoff such that the post-development runoff rates do not exceed the pre-development runoff rates from the 2-year, 10 -year and 25 -year, 24 -hour storm.

An extended dry basin is designed to provide both water quality and water quantity volumes. A control manhole has been designed with orifices that restrict post development flows to pre-development flows for the required storm events, as summarized in Table 3.

| Table 3: Pre and Post Development Flows |  |  |  |
| :---: | :---: | :---: | :---: |
| Event | Pre-Developed Flow $\left(\mathrm{ft}^{3} / \mathrm{s}\right)$ | Post Development Flow $\left(\mathrm{ft}^{3} / \mathrm{s}\right)$ | Required Volume $\left(\mathrm{ft}^{3}\right)$ |
| 2-year | 0.349 | 0.321 | 13,475 |
| 10-year | 0.810 | 0.707 | 14,640 |
| 25 -year | 1.060 | 1.046 | 15,537 |

Per Hydrograph No. 4-25 year (attached), the extended dry basin design has a maximum storage volume of $15,537 \mathrm{ft}^{3}$ and a maximum elevation of 172.84 for the 25 -year, 24 -hour storm event. Allowing for 1 foot of freeboard, the extended dry basin is designed for a maximum height of 173.84 - see the attached Grading Plan.

 mmem

[^0]
## Hyd. No. 1

Pre-Developed

| Description | A |  | B |  | C |  | Totals |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Sheet Flow |  |  |  |  |  |  |  |
| Manning's n-value | $=0.011$ |  | 0.240 |  | 0.025 |  |  |
| Flow length (ft) | $=24.0$ |  | 300.0 |  | 261.0 |  |  |
| Two-year 24-hr precip. (in) | $=2.50$ |  | 2.50 |  | 2.50 |  |  |
| Land slope (\%) | $=2.00$ |  | 2.00 |  | 2.00 |  |  |
| Travel Time (min) | $=0.44$ | + | 38.88 | + | 5.70 | = | 45.01 |
| Shallow Concentrated Flow |  |  |  |  |  |  |  |
| Flow length (ft) | $=35.00$ |  | 0.00 |  | 0.00 |  |  |
| Watercourse slope (\%) | $=2.00$ |  | 0.00 |  | 0.00 |  |  |
| Surface description | = Unpaved |  | Paved |  | Paved |  |  |
| Average velocity ( $\mathrm{ft} / \mathrm{s}$ ) | $=2.28$ |  | 0.00 |  | 0.00 |  |  |
| Travel Time (min) | $=0.26$ | + | 0.00 | + | 0.00 | = | 0.26 |
| Channel Flow |  |  |  |  |  |  |  |
| X sectional flow area (sqft) | $=0.00$ |  | 0.00 |  | 0.00 |  |  |
| Wetted perimeter (ft) | $=0.00$ |  | 0.00 |  | 0.00 |  |  |
| Channel slope (\%) | $=0.00$ |  | 0.00 |  | 0.00 |  |  |
| Manning's n-value | $=0.015$ |  | 0.015 |  | 0.015 |  |  |
| Velocity (ft/s) | $=0.00$ |  | 0.00 |  |  |  |  |
|  |  |  |  |  | 0.00 |  |  |
| Flow length (ft) | (\{0\})0.0 |  | 0.0 |  | 0.0 |  |  |
| Travel Time (min) | $=0.00$ | + | 0.00 | + | 0.00 | = | 0.00 |

Total Travel Time, Tc
45.30 min

## Hyd. No. 1

Pre-Developed

| Hydrograph type | $=$ SBUH Runoff | Peak discharge | $=0.349 \mathrm{cfs}$ |
| :--- | :--- | :--- | :--- |
| Storm frequency | $=2 \mathrm{yrs}$ | Time to peak | $=8.37 \mathrm{hrs}$ |
| Time interval | $=2 \mathrm{~min}$ | Hyd. volume | $=13,128 \mathrm{cuft}$ |
| Drainage area | $=4.590$ ac | Curve number | $=78^{*}$ |
| Basin Slope | $=0.0 \%$ | Hydraulic length | $=0 \mathrm{ft}$ |
| Tc method | $=$ TR55 | Time of conc. $(\mathrm{Tc})$ | $=45.30 \mathrm{~min}$ |
| Total precip. | $=2.50$ in | Distribution | $=\mathrm{Type} \mathrm{IA}$ |
| Storm duration | $=24 \mathrm{hrs}$ | Shape factor | $=\mathrm{n} / \mathrm{a}$ |

[^1]

## Hydrograph Report

## Hyd. No. 1

Pre-Developed

| Hydrograph type | $=$ SBUH Runoff | Peak discharge | $=0.810 \mathrm{cfs}$ |
| :--- | :--- | :--- | :--- |
| Storm frequency | $=10 \mathrm{yrs}$ | Time to peak | $=8.23 \mathrm{hrs}$ |
| Time interval | $=22 \mathrm{~min}$ | Hyd. volume | $=24,317 \mathrm{cuft}$ |
| Drainage area | $=4.590$ ac | Curve number | $=78^{*}$ |
| Basin Slope | $=0.0 \%$ | Hydraulic length | $=0 \mathrm{ft}$ |
| Tc method | $=$ TR55 | Time of conc. (Tc) | $=45.30 \mathrm{~min}$ |
| Total precip. | $=3.45 \mathrm{in}$ | Distribution | $=T y p \mathrm{IA}$ |
| Storm duration | $=24 \mathrm{hrs}$ | Shape factor | $=\mathrm{n} / \mathrm{a}$ |

[^2]

Hyd. No. 1
Pre-Developed

| Hydrograph type | $=$ SBUH Runoff | Peak discharge | $=1.060 \mathrm{cfs}$ |
| :--- | :--- | :--- | :--- |
| Storm frequency | $=25 \mathrm{yrs}$ | Time to peak | $=8.20 \mathrm{hrs}$ |
| Time interval | $=2$ min | Hyd. volume | $=30,117 \mathrm{cuft}$ |
| Drainage area | $=4.590 \mathrm{ac}$ | Curve number | $=78^{*}$ |
| Basin Slope | $=0.0 \%$ | Hydraulic length | $=0 \mathrm{ft}$ |
| Tc method | $=$ TR55 | Time of conc. $($ Tc $)$ | $=45.30 \mathrm{~min}$ |
| Total precip. | $=3.90 \mathrm{in}$ | Distribution | $=\mathrm{Type} \mathrm{IA}$ |
| Storm duration | $=24 \mathrm{hrs}$ | Shape factor | $=\mathrm{n} / \mathrm{a}$ |

[^3]

## TR55 Tc Worksheet

Hyd. No. 2
Developed

| Description | A |  | B |  | $\underline{C}$ |  | Totals |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Sheet Flow |  |  |  |  |  |  |  |
| Manning's n-value | $=0.011$ |  | 0.011 |  | 0.011 |  |  |
| Flow length (ft) | $=240.0$ |  | 0.0 |  | 0.0 |  |  |
| Two-year 24-hr precip. (in) | $=2.50$ |  | 0.00 |  | 0.00 |  |  |
| Land slope (\%) | $=2.50$ |  | 0.00 |  | 0.00 |  |  |
| Travel Time (min) | $=2.53$ | + | 0.00 | + | 0.00 | = | 2.53 |
| Shallow Concentrated Flow |  |  |  |  |  |  |  |
| Flow length (ft) | $=35.00$ |  | 0.00 |  | 0.00 |  |  |
| Watercourse slope (\%) | $=33.00$ |  | 0.00 |  | 0.00 |  |  |
| Surface description | = Unpaved |  | Paved |  | Paved |  |  |
| Average velocity (ft/s) | =9.27 |  | 0.00 |  | 0.00 |  |  |
| Travel Time (min) | $=0.06$ | + | 0.00 | + | 0.00 | = | 0.06 |
| Channel Flow |  |  |  |  |  |  |  |
| X sectional flow area (sqft) | $=0.35$ |  | 0.00 |  | 0.00 |  |  |
| Wetted perimeter (ft) | $=2.09$ |  | 0.00 |  | 0.00 |  |  |
| Channel slope (\%) | $=2.00$ |  | 0.00 |  | 0.00 |  |  |
| Manning's n -value | $=0.010$ |  | 0.015 |  | 0.015 |  |  |
| Velocity (ft/s) | $=6.36$ |  |  |  |  |  |  |
|  |  |  | 0.00 |  |  |  |  |
|  |  |  |  |  | 0.00 |  |  |
| Flow length (ft) | (\{0\})163.0 |  | 0.0 |  | 0.0 |  |  |
| Travel Time (min) | $=0.43$ | + | 0.00 | + | 0.00 | $=$ | 0.43 |

Total Travel Time, Tc
3.02 min

## Hyd. No. 2

Developed

| Hydrograph type | $=$ SBUH Runoff | Peak discharge | $=1.770 \mathrm{cfs}$ |
| :--- | :--- | :--- | :--- |
| Storm frequency | $=2 \mathrm{yrs}$ | Time to peak | $=7.90 \mathrm{hrs}$ |
| Time interval | $=2 \mathrm{~min}$ | Hyd. volume | $=25,508 \mathrm{cuft}$ |
| Drainage area | $=4.590$ ac | Curve number | $=90^{*}$ |
| Basin Slope | $=0.0 \%$ | Hydraulic length | $=0 \mathrm{ft}$ |
| Tc method | $=$ TR55 | Time of conc. $(\mathrm{Tc})$ | $=2.60 \mathrm{~min}$ |
| Total precip. | $=2.50 \mathrm{in}$ | Distribution | $=\mathrm{Type} \mathrm{IA}$ |
| Storm duration | $=24 \mathrm{hrs}$ | Shape factor | $=\mathrm{n} / \mathrm{a}$ |

* Composite $($ Area/CN $)=[(3.390 \times 98)+(1.200 \times 69)] / 4.590$



## Hyd. No. 2

Developed

| Hydrograph type | $=$ SBUH Runoff | Peak discharge | $=2.855 \mathrm{cfs}$ |
| :--- | :--- | :--- | :--- |
| Storm frequency | $=10 \mathrm{yrs}$ | Time to peak | $=7.90 \mathrm{hrs}$ |
| Time interval | $=2 \mathrm{~min}$ | Hyd. volume | $=40,008 \mathrm{cuft}$ |
| Drainage area | $=4.590$ ac | Curve number | $=90^{*}$ |
| Basin Slope | $=0.0 \%$ | Hydraulic length | $=0 \mathrm{ft}$ |
| Tc method | $=$ TR55 | Time of conc. $(\mathrm{Tc})$ | $=2.60 \mathrm{~min}$ |
| Total precip. | $=3.45 \mathrm{in}$ | Distribution | $=\mathrm{Type} \mathrm{IA}$ |
| Storm duration | $=24 \mathrm{hrs}$ | Shape factor | $=\mathrm{n} / \mathrm{a}$ |

[^4]

Hyd No. 2

## Hyd. No. 2

Developed

| Hydrograph type | $=$ SBUH Runoff | Peak discharge | $=3.379 \mathrm{cfs}$ |
| :--- | :--- | :--- | :--- |
| Storm frequency | $=25 \mathrm{yrs}$ | Time to peak | $=7.87 \mathrm{hrs}$ |
| Time interval | $=2 \mathrm{~min}$ | Hyd. volume | $=47,060 \mathrm{cuft}$ |
| Drainage area | $=4.590$ ac | Curve number | $=90^{*}$ |
| Basin Slope | $=0.0 \%$ | Hydraulic length | $=0 \mathrm{ft}$ |
| Tc method | $=$ TR55 | Time of conc. $(\mathrm{Tc})$ | $=2.60 \mathrm{~min}$ |
| Total precip. | $=3.90$ in | Distribution | $=\mathrm{Type} \mathrm{IA}$ |
| Storm duration | $=24 \mathrm{hrs}$ | Shape factor | $=\mathrm{n} / \mathrm{a}$ |

* Composite $($ Area/CN $)=[(3.390 \times 98)+(1.200 \times 69)] / 4.590$



## Pond No. 1 - Extended Dry Basin

## Pond Data

Contours -User-defined contour areas. Conic method used for volume calculation. Begining Elevation $=169.60 \mathrm{ft}$
Stage / Storage Table

| Stage (ft) | Elevation (ft) | Contour area (sqft) | Incr. Storage (cuft) | Total storage (cuft) |
| :--- | :---: | :---: | :---: | ---: |
|  |  |  |  |  |
| 0.00 | 169.60 | 00 | 0 | 0 |
| 0.28 | 170.00 | 3,926 | 366 | 366 |
| 1.28 | 171.00 | 4,965 | 4,435 | 4,801 |
| 2.28 | 172.00 | 5,881 | 5,416 | 10,217 |
| 3.28 | 173.00 | 6,850 | 6,359 | 16,576 |

Culvert / Orifice Structures
Weir Structures

|  | [A] | [B] | [C] | [PrfRsr] |  | [A] | [B] | [C] | [D] |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Rise (in) | $=1.00$ | 8.50 | Inactive | Inactive | Crest Len (ft) | $=6.28$ | Inactive | Inactive | Inactive |
| Span (in) | $=1.00$ | 8.50 | 24.00 | 0.00 | Crest El. (ft) | $=172.70$ | 0.00 | 0.00 | 0.00 |
| No. Barrels | $=1$ | 1 | 1 | 0 | Weir Coeff. | $=3.33$ | 3.33 | 3.33 | 3.33 |
| Invert El. (ft) | $=169.80$ | 172.20 | 172.00 | 0.00 | Weir Type | $=1$ | --- | --- | --- |
| Length (ft) | $=0.00$ | 0.00 | 0.00 | 0.00 | Multi-Stage | $=$ Yes | No | No | No |
| Slope (\%) | $=0.00$ | 0.00 | 0.00 | n/a |  |  |  |  |  |
| N-Value | $=.013$ | . 013 | . 013 | n/a |  |  |  |  |  |
| Orifice Coeff. | $=0.60$ | 0.60 | 0.60 | 0.60 | Exfil.(in/hr) | $=0.000$ (by Wet area) |  |  |  |
| Multi-Stage | = n/a | No | No | No | TW Elev. (ft) | $=0.00$ |  |  |  |

Note: Culvert/Orifice outflows are analyzed under inlet (ic) and outlet (oc) control. Weir risers checked for orifice conditions (ic) and submergence (s).
Stage / Storage / Discharge Table

| Stage ft | Storage cuft | Elevation ft | Clv A cfs | Clv B cfs | Clv C cfs | PrfRsr cfs | Wr A cfs | Wr B cfs | Wr C cfs | Wr D cfs | Exfil cfs | User cfs | Total cfs |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 0.00 | 0 | 169.60 | 0.00 | 0.00 | 0.00 | --- | 0.00 | --- | --- | --- | --- | --- | 0.000 |
| 0.03 | 37 | 169.63 | 0.00 | 0.00 | 0.00 | --- | 0.00 | --- | --- | --- | --- | --- | 0.000 |
| 0.06 | 73 | 169.66 | 0.00 | 0.00 | 0.00 | --- | 0.00 | --- | --- | --- | --- | --- | 0.000 |
| 0.08 | 110 | 169.68 | 0.00 | 0.00 | 0.00 | --- | 0.00 | --- | --- | --- | --- | --- | 0.000 |
| 0.11 | 147 | 169.71 | 0.00 | 0.00 | 0.00 | --- | 0.00 | --- | --- | --- | --- | --- | 0.000 |
| 0.14 | 183 | 169.74 | 0.00 | 0.00 | 0.00 | --- | 0.00 | --- | --- | --- | --- | --- | 0.000 |
| 0.17 | 220 | 169.77 | 0.00 | 0.00 | 0.00 | --- | 0.00 | --- | --- | --- | --- | --- | 0.000 |
| 0.20 | 256 | 169.80 | 0.00 | 0.00 | 0.00 | --- | 0.00 | --- | --- | --- | --- | --- | 0.000 |
| 0.22 | 293 | 169.82 | 0.00 | 0.00 | 0.00 | --- | 0.00 | --- | --- | --- | --- | --- | 0.000 |
| 0.25 | 330 | 169.85 | 0.00 | 0.00 | 0.00 | --- | 0.00 | --- | --- | --- | --- | --- | 0.000 |
| 0.28 | 366 | 170.00 | 0.00 | 0.00 | 0.00 | --- | 0.00 | --- | --- | --- | --- | --- | 0.000 |
| 0.38 | 810 | 170.10 | 0.00 | 0.00 | 0.00 | --- | 0.00 | --- | --- | --- | --- | --- | 0.000 |
| 0.48 | 1,253 | 170.20 | 0.00 | 0.00 | 0.00 | --- | 0.00 | --- | --- | --- | --- | --- | 0.000 |
| 0.58 | 1,697 | 170.30 | 0.00 | 0.00 | 0.00 | --- | 0.00 | --- | --- | --- | --- | --- | 0.000 |
| 0.68 | 2,140 | 170.40 | 0.00 | 0.00 | 0.00 | --- | 0.00 | --- | --- | --- | --- | --- | 0.000 |
| 0.78 | 2,584 | 170.50 | 0.00 | 0.00 | 0.00 | --- | 0.00 | --- | --- | --- | --- | --- | 0.000 |
| 0.88 | 3,027 | 170.60 | 0.00 | 0.00 | 0.00 | --- | 0.00 | --- | --- | --- | --- | --- | 0.000 |
| 0.98 | 3,471 | 170.70 | 0.00 | 0.00 | 0.00 | --- | 0.00 | --- | --- | --- | --- | --- | 0.000 |
| 1.08 | 3,914 | 170.80 | 0.00 | 0.00 | 0.00 | --- | 0.00 | --- | --- | --- | --- | --- | 0.000 |
| 1.18 | 4,358 | 170.90 | 0.00 | 0.00 | 0.00 | --- | 0.00 | --- | --- | --- | --- | --- | 0.000 |
| 1.28 | 4,801 | 171.00 | 0.00 | 0.00 | 0.00 | --- | 0.00 | --- | --- | --- | --- | --- | 0.000 |
| 1.38 | 5,343 | 171.10 | 0.00 | 0.00 | 0.00 | --- | 0.00 | --- | --- | --- | --- | --- | 0.000 |
| 1.48 | 5,884 | 171.20 | 0.00 | 0.00 | 0.00 | --- | 0.00 | --- | --- | --- | --- | --- | 0.000 |
| 1.58 | 6,426 | 171.30 | 0.00 | 0.00 | 0.00 | --- | 0.00 | --- | --- | --- | --- | --- | 0.000 |
| 1.68 | 6,968 | 171.40 | 0.00 | 0.00 | 0.00 | --- | 0.00 | --- | --- | --- | --- | --- | 0.000 |
| 1.78 | 7,509 | 171.50 | 0.00 | 0.00 | 0.00 | --- | 0.00 | --- | --- | --- | --- | --- | 0.000 |
| 1.88 | 8,051 | 171.60 | 0.00 | 0.00 | 0.00 | --- | 0.00 | --- | --- | --- | --- | --- | 0.000 |
| 1.98 | 8,592 | 171.70 | 0.00 | 0.00 | 0.00 | --- | 0.00 | --- | --- | --- | --- | --- | 0.000 |
| 2.08 | 9,134 | 171.80 | 0.00 | 0.00 | 0.00 | --- | 0.00 | --- | --- | --- | --- | --- | 0.000 |
| 2.18 | 9,676 | 171.90 | 0.00 | 0.00 | 0.00 | --- | 0.00 | --- | --- | --- | --- | --- | 0.000 |
| 2.28 | 10,217 | 172.00 | 0.00 | 0.00 | 0.00 | --- | 0.00 | --- | --- | --- | --- | --- | 0.000 |
| 2.38 | 10,853 | 172.10 | 0.00 | 0.00 | 0.00 | --- | 0.00 | --- | --- | --- | --- | --- | 0.000 |
| 2.48 | 11,489 | 172.20 | 0.00 | 0.00 | 0.00 | --- | 0.00 | --- | --- | --- | --- | --- | 0.000 |
| 2.58 | 12,125 | 172.30 | 0.00 | 0.04 ic | 0.00 | --- | 0.00 | --- | --- | --- | --- | --- | 0.037 |
| 2.68 | 12,761 | 172.40 | 0.00 | 0.14 ic | 0.00 | --- | 0.00 | --- | --- | --- | --- | --- | 0.139 |
| 2.78 | 13,397 | 172.50 | 0.00 | 0.30 ic | 0.00 | --- | 0.00 | --- | --- | --- | --- | --- | 0.297 |
| 2.88 | 14,033 | 172.60 | 0.00 | 0.49 ic | 0.00 | --- | 0.00 | --- | --- | --- | --- | --- | 0.494 |
| 2.98 | 14,668 | 172.70 | 0.00 ic | 0.72 ic | 0.00 | --- | 0.00 | --- | --- | --- | --- | --- | 0.717 |


| Stage ft | Storage cuft | Elevation ft | Clv A cfs | Clv B cfs | Clv C cfs | PrfRsr cfs | Wr A cfs | Wr B cfs | Wr C <br> cfs | Wr D cfs | Exfil cfs | User cfs | Total cfs |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 3.08 | 15,304 | 172.80 | 0.05 ic | 0.94 ic | 0.00 | --- | 0.04 s | --- | --- | --- | --- | --- | 0.976 |
| 3.18 | 15,940 | 172.90 | 0.05 ic | 1.12 ic | 0.00 | --- | 0.00 s | --- | --- | --- | --- | --- | 1.166 |
| 3.28 | 16,576 | 173.00 | 0.05 ic | 1.27 ic | 0.00 | --- | 0.00 | --- | --- | --- | --- | --- | 1.313 |

## Hyd. No. 4

## Extended Dry Basin

| Hydrograph type | $=$ Reservoir | Peak discharge | $=0.321 \mathrm{cfs}$ |
| :--- | :--- | :--- | :--- |
| Storm frequency | $=2$ yrs | Time to peak | $=14.73 \mathrm{hrs}$ |
| Time interval | $=2 \mathrm{~min}$ | Hyd. volume | $=14,002 \mathrm{cuft}$ |
| Inflow hyd. No. | $=2-$ Developed | Max. Elevation | $=172.51 \mathrm{ft}$ |
| Reservoir name | $=$ Extended Dry Basin | Max. Storage | $=13,475 \mathrm{cuft}$ |

## Hyd. No. 4

## Extended Dry Basin

| Hydrograph type | $=$ Reservoir | Peak discharge | $=0.707 \mathrm{cfs}$ |
| :--- | :--- | :--- | :--- |
| Storm frequency | $=10 \mathrm{yrs}$ | Time to peak | $=10.10 \mathrm{hrs}$ |
| Time interval | $=2 \mathrm{~min}$ | Hyd. volume | $=28,502 \mathrm{cuft}$ |
| Inflow hyd. No. | $=2-$ Developed | Max. Elevation | $=172.70 \mathrm{ft}$ |
| Reservoir name | $=$ Extended Dry Basin | Max. Storage | $=14,640 \mathrm{cuft}$ |



## Hyd. No. 4

## Extended Dry Basin

| Hydrograph type | $=$ Reservoir | Peak discharge | $=1.046 \mathrm{cfs}$ |
| :--- | :--- | :--- | :--- |
| Storm frequency | $=25 \mathrm{yrs}$ | Time to peak | $=9.07 \mathrm{hrs}$ |
| Time interval | $=2 \mathrm{~min}$ | Hyd. volume | $=35,554 \mathrm{cuft}$ |
| Inflow hyd. No. | $=2-$ Developed | Max. Elevation | $=172.84 \mathrm{ft}$ |
| Reservoir name | $=$ Extended Dry Basin | Max. Storage | $=15,537 \mathrm{cuft}$ |




[^0]:    Architecture - In Planning = Engineering

[^1]:    * Composite $($ Area/CN $)=[(0.300 \times 98)+(2.180 \times 85)+(2.110 \times 69)] / 4.590$

[^2]:    ${ }^{*}$ Composite $($ Area/CN $)=[(0.300 \times 98)+(2.180 \times 85)+(2.110 \times 69)] / 4.590$

[^3]:    * Composite $($ Area $/ C N)=[(0.300 \times 98)+(2.180 \times 85)+(2.110 \times 69)] / 4.590$

[^4]:    * Composite $($ Area/CN $)=[(3.390 \times 98)+(1.200 \times 69)] / 4.590$

