

## CITY OF TUALATIN

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

PROPOSAL NAME	MUTUAL MATERIALS TUAL	ATIN
PROPOSAL SUMMAR	V (Brief description)	
	_ , _ ,	DUTION VARR COR MACONINY RAYERS AND
SIMILAR BUILDING	S MATERIAI S	BUTION YARD FOR MASONRY, PAVERS, AND
OHITE HE BOILDING	J 1417 (7 tas) 117 115 0	
PROPERTY INFORMA	···	
Location (address if avai	ilable): 10700 SW TUALATIN	SHERWOOD ROAD
Tax Map & Lot #(s):2	S127AA02100	Planning District:
Total site size: 5 ACRE	ES (APPROX.)	□ Developed 🛭 Undeveloped
APPLICANT/CONTACT	<u>FINFORMATION</u>	
Applicant or Primary Co	ontact Name: MACKENZIE - AT	TN: DANIEL REID
Mailing Address: <u>1515</u>	SE WATER AVE. #100	·
City/State: PORTLAN	ID, OR	zip: 97214
Phone: 503-224-9	560 Email: dre	id@mcknze.com
Applicant's Signature:		Date: 3/5/19
information provided is corre		the requirements for approving and denying the application, that the tof the owner, and that plans submitted are in compliance with the City
PROPERTY OWNER/D	EED HOLDER INFORMATION (Atta	ach list if more than one)
Name: MUTUAL MA	TERIALS - ATTN: KIMBERLY	EIRING
Mailing Address: 605 N	NE 119TH AVENUE	
City/State: BELLEVU	E, WA	zip: 98005
Phone: <u>888-688-8</u> 2	250 <sub>Email:</sub> kei	ring@mutualmaterials.com
Property Owner Signatur	res ///	Date: 4/1/19
	f authorization required if application not si	
LAND USE APPLICATIO	ON TYPE	FOR STAFF USE ONLY
Architectural Review	/ (AR) ☐ Minor Variance (MV	Case No.:
☐ Historic Landmark (H	• •	AR) Date Received:
☐ Interpretation (INT)	Fee Amount \$:	
	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 (including storage	bays) sq. ft.
Development area:		4.6 acres	Paved area: 98,510 (remaining impervious		vious) sq. ft.
		199,166 Sq. ft.	Development area	a coverage:	59.8 %

**Parking** 

Spaces required (see TDC 73.400)	Spaces provided:
(example: warehouse @ 0.3/1000 GFA)	Total parking provided: 27 spaces
Wholesale Sales @ 3 /1000 GFA = 13	Standard = 15
@/1000 GFA =	ADA accessible = 2
@/1000 GFA =Total	Van pool = 2
parking required: 13 spaces	Compact = 8 provided (30% of total provided)
ADA accessible = 1	Loading berths = 0
Van pool = 2	-
Compact = (max. 35% allowed)	
= Loading berths = N/A	

**Bicycles** 

Ī	Covered spaces required: 5	Covered spaces provided: 5

Landscaping

Landscaping required: 15 % of dvpt. area		Landscaping provided: 45.3 % of dvpt. area	
Square feet		Square feet	
Landscaped parking island area required:	675 SF	Landscaped parking island area provided: 1,435 SF	

Trash and recycling facility

Minimum standard method:	36 square feet	
Other method:		square feet

For commercial/industrial projects only

		· · · · · · · · · · · · · · · · · ·		
Total buildi		15,900 sq. ft.	2 <sup>nd</sup> floor:	sq. ft.
Main floo	r: 4,200 - office/sho	wroom sq. ft.	3 <sup>rd</sup> floor:	sq. ft.
	11,700 - storage	sq. ft.	4 <sup>th</sup> floor:	sq. ft.

For residential 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 200 SW Market Street Suite 250 Portland, OR 97201

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

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

#### LOT BOOK SERVICE

Order No.: NCS-953660-OR1

Mutual Materials 15791 SE Piazza Ave Clackamas, OR 97015

Attn: Kim Eirling

Phone No.: (503)905-2011 - Fax No.: 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: September 13, 1990 as Fee No. 90049686

In Favor of: Washington County, a political subdivision of the State of

Oregon

For: 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.

First American Title Insurance Company

5. 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

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. 2008 093292 (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. 2S127AA-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.

Lot Book Service

Guarantee No.: NCS-953660-OR1 Page 3 of 3

#### 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.



#### DRAINAGE EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that OREGON CULVERT CO., INC., an Oregon corporation hereinafter called the grantor, being lawfully seized in fee simple of the following described premises, does hereby grant to Washington County, a political subdivision of the State of Oregon, hereinafter called Grantee and unto Grantee's successors and assigns, for the use of the public a perpetual right-of-way easement for drainage purposes, through, under and along that certain real property situated in the County of Hashington and State of Oregon, shown on the attached Exhibit "B" and being more particularly described as follows; to-wit:

Described on Exhibit "A", attached hereto and by this reference made a part hereof.

To Have and to Hold the above described easement unto the said public and thereafter to any future agency created for the purposes of installing and maintaining storm and surface drainage, its successors, and assigns, together with the right of ingress and egress to and from the above described easement over and across the adjacent land of the grantor for the purpose of maintenance and operation of drainage facilities.

This instrument does not grant or convey to the public or said succeeding agencies any right of title to the surface soil along the route of said drainage facility except for the purpose of preparation, inspection and maintaining the same.

The grantor or his assigns retain the right to build or construct roads and other improvements over and above the proposed easement, provided that they do not materially interfere with the purpose of the same.

The grantor hereby warrant that it is the owner in fee simple of the above described premises and has the right to grant the above described easements.

The true and actual consideration paid for this easement, stated in terms of dollars, is \$1,062.00.

To Have and to Hold, the above described and granted premises for the purposes hereinbefore set forth unto the public forever.

IN WITNESS WHEREOF, the Grantor above named, by and through its President, has caused this instrument to be duly signed hereto.

Dated this 2074 day of luguet, 1990.

OREGON CULVERT CO., INC., an Oregon corporation

Glen A. Richards, President

STATE OF OREGON ) County of Washington ) ss.

BE IT REHEMBERED that on this 20' day of 1106057, 1990, personally appeared Glen A. Richards, who being duly sworn, did say that he is the President of OREGON CULVERT CO., INC., an Oregon corporation and that the foregoing instrument was signed in behalf of said corporation by authority of its board of directors; and he acknowledged said instrument to be its voluntary act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official orange of the day and year last above written.

Notary Public for Oregon My Commission Expires:

Die hage Easement DR-OREGON, DR:ml

After recording, please return to Dept. of Land Use & Transportation

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#### EXHIBIT "A"

Lauren L

Tualatin-Sherwood Road August 10, 1989 R/W Map Sheet No. 18

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Oregon Culvert Co., Inc. P.O. Box 398 Tualatin, Oregon 97062 Book 566, Page 304 Document No. 83-017873 Book 748, Page 846 File No. 2S1 27AA-00200-50 2S1 27AA-00100-50A 2S1 22D-00202-50B

#### DRAINAGE EASEMENT

That portion of that tract of land situated in the northeast one-quarter of Section 27 and the noutheast one-quarter of Section 22, Township 2 South, Range 1 West of the Willamette Meridian, Washington County, Oregon, described in deeds to Oregon Culvert Co., Inc., an Oregon Corporation, recorded in Book 566, at Page 304, Document No. 83-017873, and in Book 748, at Page 846, in the Washington County Book of Records, lying within a strip of land variable in width on the southerly side of the centerline of Proposed County Road No. 2737 as filed under Survey No. 23608 in the Washington County Surveyor's Office, said centerline is more particularly described as follows:

Beginning at a point at a point of tangency at Station 158+68.00 of Proposed County Road No. 2737 which bears South 63'14'24" West, 2500.74 feet from the Southeast corner of Section 22 in Township 2 South, Range 1 West of the Willamette Meridian, Washington County, Oregon; thence along the centerline of Proposed County Road No. 2737 and from said Station 158+68.00, North 54'13'25" East, 3,139.10 feet to a point of curvature at Station 190+07.10; thence along the arc of a 1,700.00 foot radius curve to the right, through a central angle of 32'26'33", an arc distance of 962.58 feet (the chord of which bears North 70'26'42" East, 949.78 feet) to a point of tangency at Station 199+09.68"; thence North 86'39'58" East, 328.52 feet to a point of curvature at Station 202+98.20; thence along the arc of a 4,000.00 foot radius curve to the left, through a central angle of 20'05'47", an arc distance of 1,402.99 feet (the chord of which bears North 76'37'04" East, 1,395.81 feet) to a point of tangency at Station 217+01.19; thence North 66'34'11" East, 1,463.75 feet to a point of curvature at Station 231+64.94; thence along the arc of a 1,146.92 foot radius curve to the right, through a central angle of 24'48'18", an arc distance of 496.10 feet (the chord of which bears North 78'58'20" East, 492.24 feet) to a point of tangency at Station 235+61.04; thence South 88'37'31" East, 681.28 feet to the Point of Termination of (Proposed County Road No. 2737 at Station 243+42.32, said point also being Station 68+71.84 as defined by Survey No. 19339 recorded in Washington County Survey Records, said point also being South 04'56'50" East, 501.16 feet from the one-quarter corner common to Sections 23 and 24, in Township 2 South, Range 1 West of the Willamette Meridian, Washington County, Oregon.

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The width of said strip of land, with reference to the above described centerline, is as follows:

Station

to Station

Width Southerly of Centerline

174+00

180+50

52.00 feat

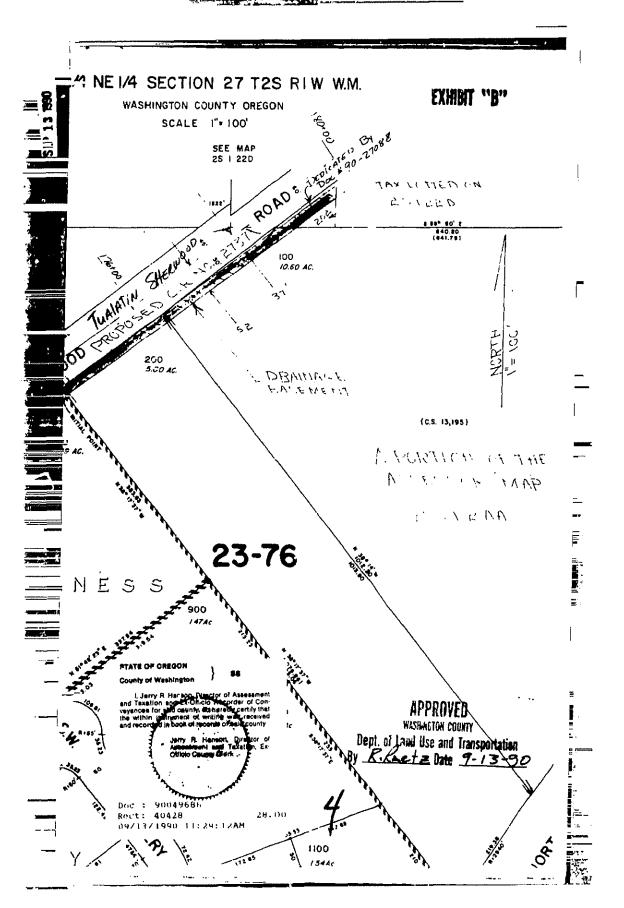
EXCEPTING THEREFROM that portion thereof lying within the right-of-way of County Road No. 492 (Tualatin-Sherwood Road). ALSO EXCEPTING THEREFROM that portion dedicated to the use of the public by Dadication Deed recorded at Document No. 90-27088, in the Washington County Book of Records.

The parcel of land to which this description applies, contains 0.19 Acres, more or less.

Bearings based on Oregon Coordinate System, North Zone, NAD 1983.

CULVERT2/WP DR:hs 8/10/90

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#### DEDICATION OF REAL PROPERTY AGREEMENT

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30.00

THIS AGREEMENT made and entered on the date first indicated below by and between the City of Tualatin, a municipal corporation of the State of Oregon, hereinafter referred to as "City," and Oregon Culvert Company, Inc., an Oregon corporation hereinafter referred to as "Owner."

#### WITHESSETH

WHEREAS the Owner is the owner of record of property covered by this Agreement as shown in Section 2 below, and

WHEREAS the Owner has received Architectural Review (AR-90-35) approval from the City, dated November 16, 1990, to allow construction of a new building and storage facility and related improvements for the property described in Section 2 below, and

WHEREAS a condition on which the Architectural Review decision was made, requires the Owner of the property to enter into an agreement with the City for the future dedication of property along the entire length of the future Tualatin-Sherwood Road in order to facilitate the future design and construction of that road, and

WHEREAS the purpose of this Agreement is to provide a mechanism whereby the Owner of the property will, at some future time, dedicate a portion of such property along the future Tualatin-Sherwood Road to the City for rightof-way purposes, and

WHEREAS the parties intend this Agreement to fulfil? part of the requirements and conditions under which approval of the Owner's Architectural Review application was made; other requirements and conditions of the Architectural Review approval shall remain in full force and effect.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and undertakings and the issuance of a permit to the Owner, it is agreed:  $\frac{1}{2} \int_{-\infty}^{\infty} \frac{1}{2} \left( \frac{1}{2} \int_{$ 

Section 1. The above recitals are true.

Section 2. The real property subject to this Agraement is 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. 90-49585, also known as Tax Lot 200 of Tax Map 2S1 27AA, Tualatin, Oregon.

Section 3. Owner agrees that on the occurrence of either condition, specified in Section 4, Owner shall dedicate to the City of Tualatin by written instrument, granting marketable title, that portion of the property described in Section 2 above, which portion is generally described as follows:

Dedication of Real Property Agreement - Page 1 of 4 CD-91-12



A tract of land lying along the entire frontage of the property adjacent to the right-of-way of Tualatin-Sherwood Road and running the entire length of the property along Tualatin-Sherwood Road, so that the future right-of-way from the future centerline adjacent to this site equals 45 feet.

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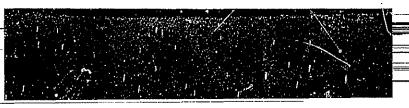
Section 4. Upon the occurrence of either condition, specified below, Owner or Owner's successors in interest or assigns shall dedicate their title and rights to the property described in Section 3 to the City of Tualatin. The condition is as follows:

- (a) At the time the City decides to and does form a Local Improvement Assessment District for construction of street improvements to SW Tualatin-Sherwood Road, which in part encompass the section of right-of-way being dedicated by Owner, or
- (b) When sufficient funding becomes available from any source, whether public, private, a combination of public and private or other source and such funding is appropriated for construction of street improvements to SW Tualatin-Sherwood Road, including at least in part a portion of the section of right-of-way being dedicated by Owner.

Section 5. It is intended that all costs, expenses, damages, and compensation, if any, associated with or resulting from Owner or Owner's successors in interest or assigns dedication of property to the City are hereby waived and forfeited. Owner shall be fully responsible for all costs and expenses incurred in relocating the fence, landscaping, driveway and any other improvements within the area to be dedicated. Furthermore, City shall not be responsible for any taxes, assessments, or other liens or charges that may be charged to or applied against the property described in Section 3 prior to the dedication of such property. Owner shall be responsible for all costs in obtaining releases or satisfactions of liens and claims against the property, described in Section 3 prior to City acceptance thereof. The consideration provided herein for the dedication is the City's granting and Owner's use of an Architectural Review approval on the property, as referred to in the recitals. Such consideration is good, valuable and adequate to support this Agreement and the dedication.

Section 6. It is understood and agreed that this Agreement is intended only to satisfy the condition of the Architectural Review decision that the Owner agrees to dedicate property along SW Tualatin-Sherwood Road. This Agreement is not intended to relieve Owner or Owner's successors in interest or assigns of any applicable code, statutory, or other requirements or obligations which exist or may arise as part of some future construction, permit application, related activity, or other development application.

Dedication of Real Property Agreement - Page 2 of 4



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 property described in Section 2, and shall be binding upon the parties to this Agreement, 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 Washington 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 remedies, Owner or Owner's successors in interest or assigns failure 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 penalties provided therein may, in addition to other remedies, also be enforced. If suit or action is brought to enforce the terms, conditions, or obligations 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 acknowledged in accordance with the approval of its board of directors.

IN WITNESS WHEREOF, the undersigned being Owner herein, as hereunto set his hand this 191.

OREGON CULVERT COMPANY, INC.

Glen Richards, President

Dedication of Real Property Agreement - Page 3 of 4

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STATE OF OREGON County of Mashington

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On this 10 day of Change, 1991, before me, the undersigned, a Notary Public personally appeared (Rom Richards, an authorized representative of Oregon Culvert Company, Inc., and acknowledged the foregoing instrument to be his voluntary act and deed on behalf of Oregon Culvert Company, Inc.

Styrials arry

NOTARY PARTY ON My Commission Inc. 1030243 94 Before me: Attack & South Notary Public fub Oregon My Commission expires: 02-13-74

INTRODUCED AND ADOPTED this

day of

CITY OF TUALATIN, Oregon Steplin a. R. City Recorder

The undersigned City Manager of the City of Tualatin, being duly authorized and directed by the Council of the City of Tualatin, pursuant to Ordinance No. 787-89, does hereby approve and accept the foregoing Dedication of Real Property Agreement on behalf of the City of Tualatin.

Dated this 4th day of April

After recording, return to: City of Tualatin P.O. Box 369 Tualatin, OR 97062

ficulvert.agr

STATE OF OREGON

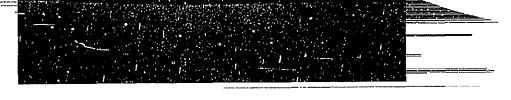
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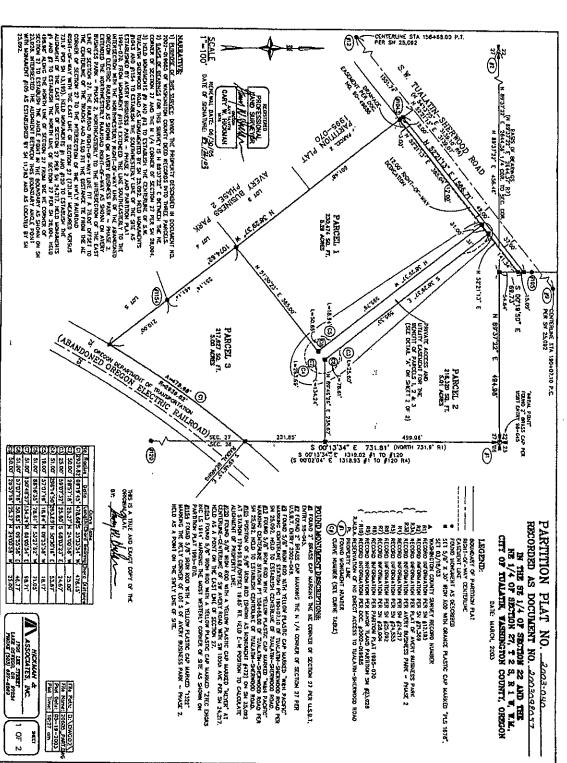
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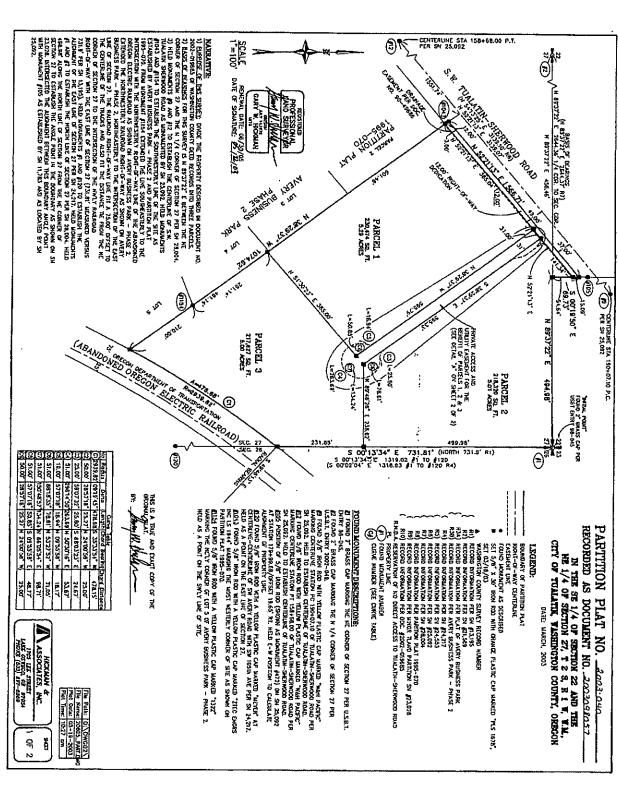
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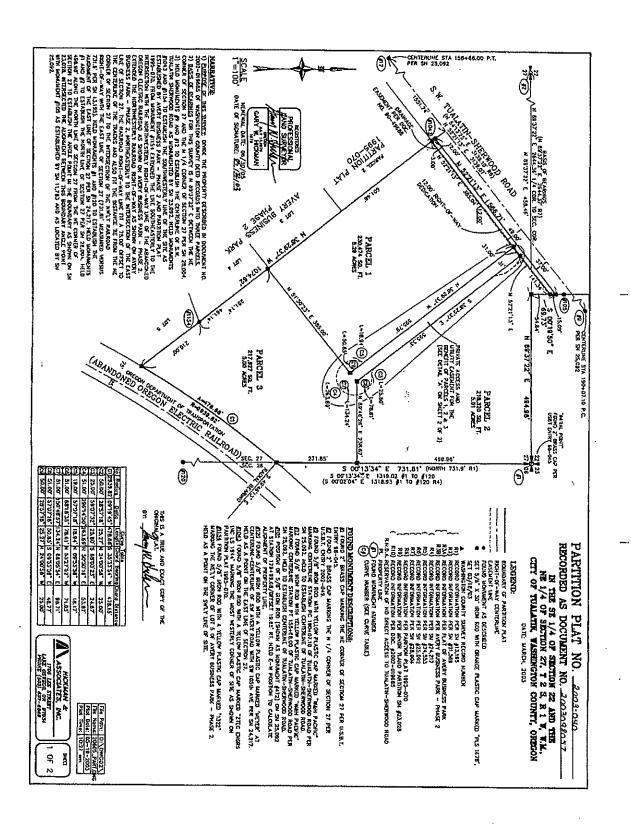
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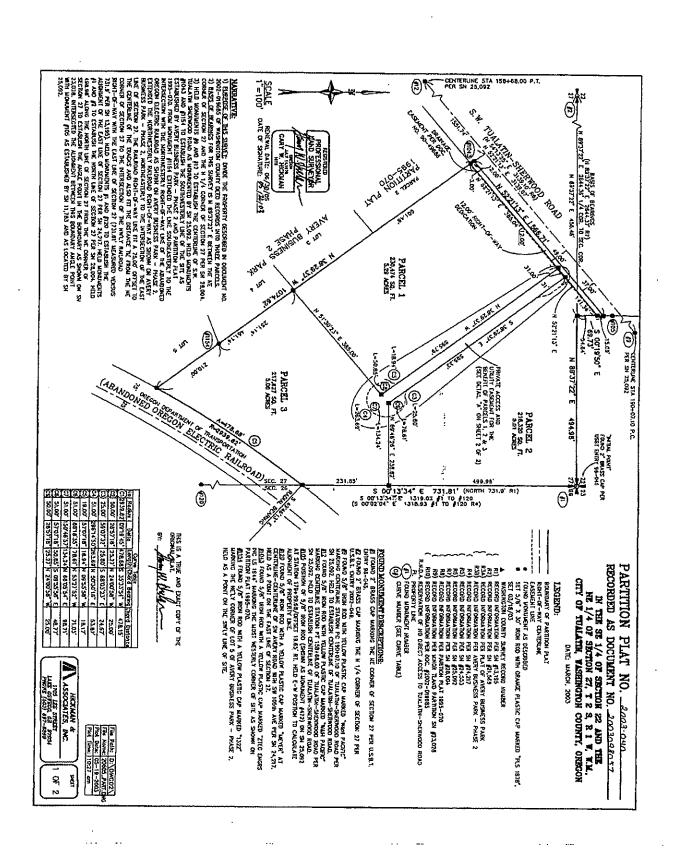
Dedication of Real Property Agreement - Page 4 of 4











Washington County, Oregon

2004-137530

12/01/2004 02:08:24 PM

Cnt=2 Stn=7 K GRUNEWALD \$85.00 \$5.00 \$6.00 \$11.00 - Total = \$107.00

Jerry R. Hanson, Director of Assessment and Texation

Ex-Officio County Clark

#### After recording return to:

Perkins Coie, LLP 10th Floor 1120 NW Couch St. Portland, Oregon 97209 Attention: Richard A. Cantlin

#### RESTRICTIVE COVENANT AND DECLARATION OF EASEMENT

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

#### RECITALS

- Declarant is the owner of that certain real property described on the attached A. Exhibit A (the "Property").
- The Property currently consists of three (3) lots known as Lot 1, Lot 2, and Lot 3 B. (collectively, the "Lots"), which were created as part of Partition Plat No. 2003-040 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.
- The provisions set forth in this Declaration are for the benefit of Declarant and all E. 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 Non-Initiating 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 Lot(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

[/PA043170 031 (2)] -7- 11/23/04



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 Oregon₩<sup>c</sup>

corporation.

By:\_\_\_

Name: Gregory L. Specht

Its: President

STATE OF OREGON

) ss.

COUNTY OF WASHINGTON)

The foregoing instrument was acknowledged before me this 24 day of November, 2004, 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.

OFFICIAL SEAL
ROBIN FNYBARGER
NOTARY PURILC - OREGON
COMMISSION NO. 357435
NY COMMISSION EXPIRES APRIL 8, 2007

Notary Public for Oregon

My commission expires: 04 08 07



### **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°21'13" 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°21'13" 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°29'37" 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°00'58" 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°55'58" East 25.00 feet); thence South 38°29'37" 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°03'23" 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°30'16" 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°55'58" West 18.17 feet); thence North 38°29'37" 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. REGISTERED

File: 20605 easeb

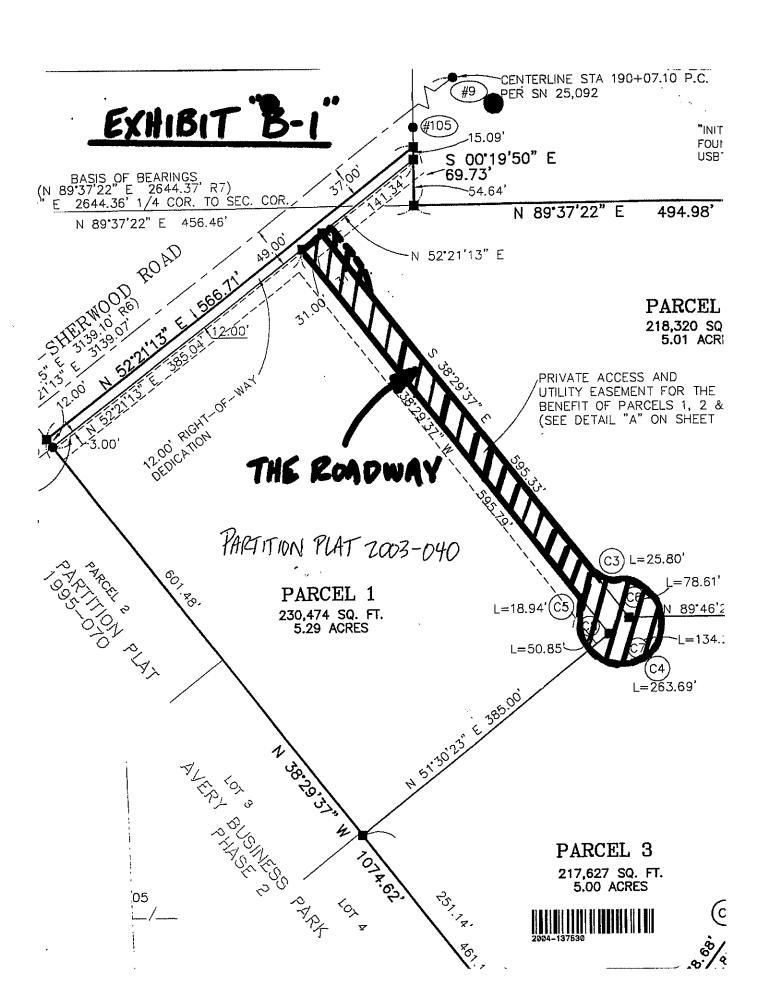
Date: Wednesday, November 17, 2004

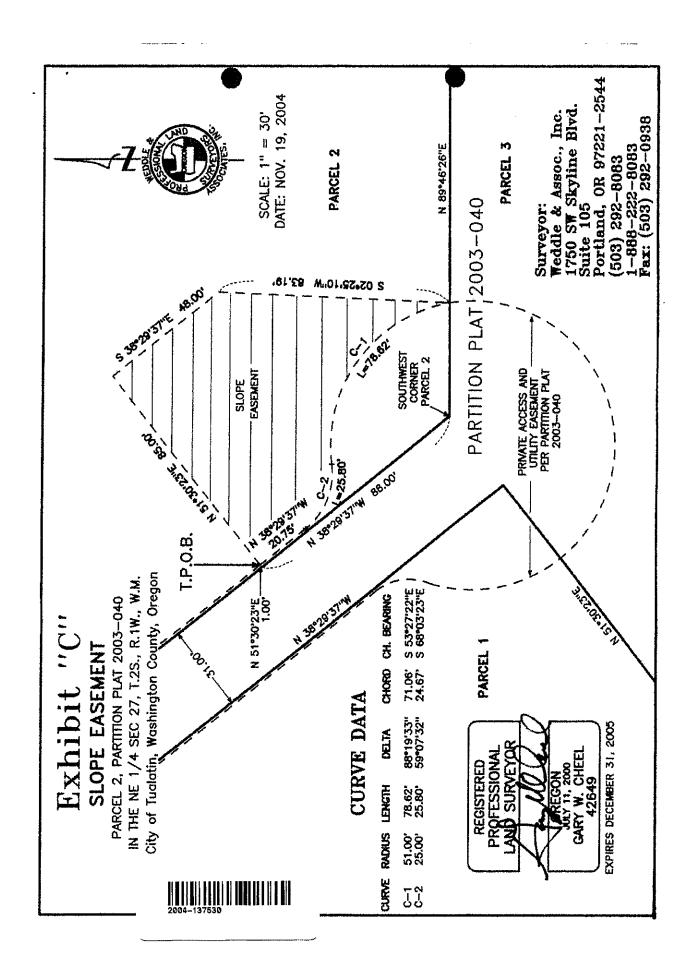
OREGON
JULY 14, 1978
GARY W. HICKMAN
1 6 7 8

PROFESSIONAL

RENEWAL DATE 00,30,05

DATE OF SIGNATURE 11,12,04









#### Weddle & Associates, Inc.

#### **Professional Land Surveyors**

1750 S.W. Skyline Blvd., Suite 105 Portland, Oregon 97221

OFFICE (503) 292-8083 - TOLL FREE (888) 222-8083 FAX (503) 292-0938

REGISTERED PROFESSIONAL LAND SURVEYO

JOREGON JULY 11, 2000 GARY W. CHEEL 42649

RENEWAL DATE: DEC. 31. 2005

November 19, 2004 Job No. 3760SLPE

SLOPE EASEMENT

#### 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°29'37" West, 86.00 feet; thence leaving said Westerly line North 51°30'23" 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°30'23" East, 85.00 feet; thence South 38°29'37" East, 48.00'; thence South 02°25'10" 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°42'24" East to said point; thence Northerly and Westerly along the arc of said curve 78.62 feet through a central angle of 88°19'33" (the long chord bears North 53°27'22" 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°07'32" (the long chord bears North 68°03'23" West, 24.67 feet); thence North 38°29'37" 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:

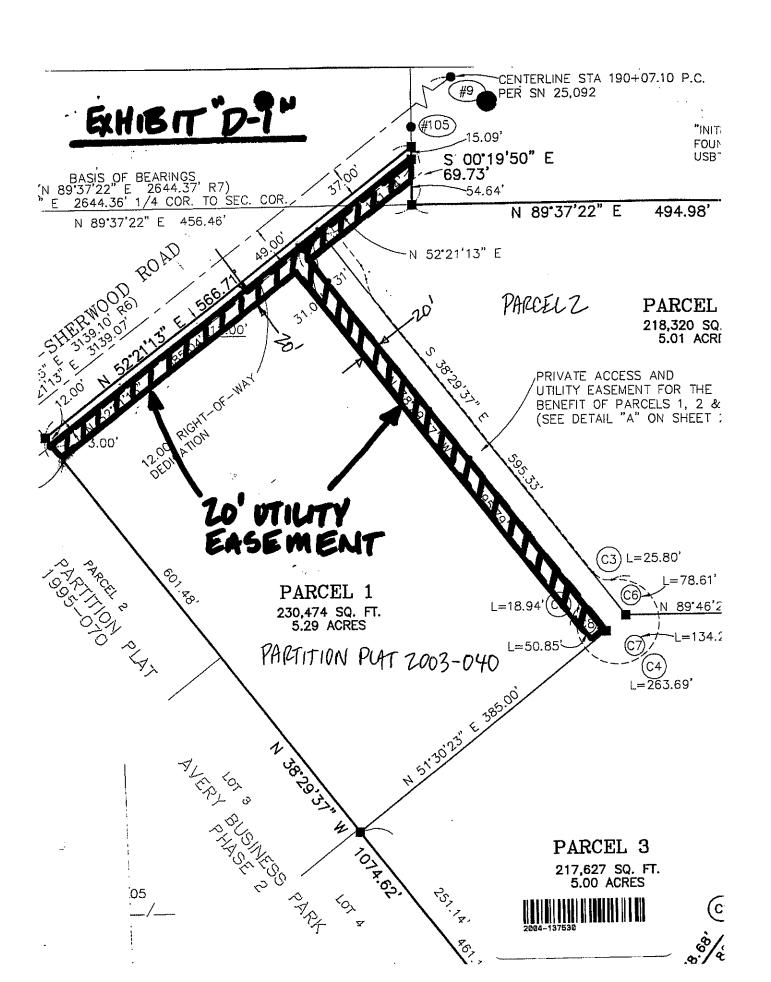
Beginning at the most westerly corner of said Parcel 3; thence following the northwesterly line of said Parcels 1, 2 and 3, thence North 52°21'13" East a distance of 557.39 feet to a point on the northeasterly line of said Parcel 2; thence following the northeasterly line of said Parcel 2, South 00°19'50" 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°21'13" West a distance of 156.80 feet; thence following the northeasterly line of said Parcel 1, South 38°29'37" East a distance of 575.79 feet; thence following the southeasterly line of said Parcel 1, South 51°30'23" 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°29'37" 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°21'13" West a distance of 365.04 feet; thence following the southwesterly line of said Parcel 1, North 38°29'37" 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

PEGISTERED
PROFESSIONAL
JAND SURVEYOR
OREGON
JULY 14, 1978
GARY W. HICKMAN
1 6 7 8

PATE OF SIGNATURE 170,05



3061/5

After recording return to Irving Potter Josselson, Potter & Roberts 425 NW 10th Ave., Suite 306 Portland,OR 97209 Washington County, Oregon 06/09/2006 08:30:11 AM 2006-068730 D-R/B Crit=2 Stn=9 C TOMPKINS \$30.00 \$5.00 \$1.00 - Total = \$52.00

I, Jerry Hanson, Director of Assessment and Taxation and Ex-Officio County Clerk for Washington County, Cragon, do hereby certify that the within instrument of writing was received and recorded in the book of records of said county.

records of said county.

Jerry R. Hanson, Director of assessment and Taxation
Ex-Officio County Clerk

# 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. <u>Properties Affected</u>. 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 <u>Creation of Additional Easement</u>. 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 <u>Right to Use</u>. 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 <u>Maintenance</u>. 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

By: Name:

T. L. L. KEZINE IV (

Aspen Tualatin LLC, an Oregon limited liability company

Name: Ulysses Sherman

Its: Authorized Ascat

SFP TUALATIN LLC, an Oregon limited liability company

By its manager:

SPECHT PROPERTIES, INC, an Oregon corporation

Gregory L. Specht, President

Ву:	
Name:	
Its:	
State of Oregon )	
County of Mkilneman ) ss.	
This instrument was acknowledged before me on MOU 5 2006 by	
Gregory 5. Perkins as President of Arlington Development I	nc
This instrument was acknowledged before me on May 5, 2006 by Gregory 5. Perhins as President of Arlington Development, I an Oregon corporation, as Co-Manager of ARLINGTON DEVELOPMENT	,
PARTNERS LLC, an Oregon limited liability company.	
1201 C N	
OFFICIAL SEAL MAYING U. VALUE	
KATHIE A GARCIA Notary Public for Oregon	
NOTARY PUBLIC-OREGON COMMISSION NO. 399824 My Commission expires NOV.	27,2007
MY COMMISSION EXPIRES NOVEMBER 27, 2009	
State of Oregon )	
County of Muldumen ) ss.	
TIMANUPLACY OF	
This instrument, was acknowledged before me on May 5, 2006 by	
My 55e5 Sherman as Authorized Agent of Aspen Tualatin LLC., an	
This instrument was acknowledged before me on May 5, 2006 by My 5, 2006	
PARTNERS LLC, an Oregon limited liability company.	
the Win fi Manage	
Mathu U. Malla	
DESIGNATION I Notame Design for Control of the Cont	
OFFICIAL SEAL Notary Public for Oregon	1 2000
KATHIE A GARCIA NOTARY PUBLIC-OREGON COMMISSION NO. 399824  NOTARY PUBLIC-OREGON COMMISSION NO. 399824  NOTARY PUBLIC FOR OTEGON My Commission expires Nov. 27	2009

,	
	STATE OF OREGON ) ss.  COUNTY OF Washington )
	This instrument was acknowledged before me on this 2 <sup>Nd</sup> 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.  OFFICIAL SEA
	NOTARY PUBLIC - OREGON COMMISSION NO. 367436 NOTARY PUBLIC - OREGON NOTARY PUBLIC - OREGN NOTARY PUBLIC - OREGON N
	State of Oregon ) County of ) ss.
	This instrument was acknowledged before me on by as of Lakeside Lumber, Inc., Inc., an Oregon corporation.
	Notary Public for Oregon  My Commission expires
•	

·

LAKESIDE LUMBER, INC., an Oregon corporation

	Its: PRESIDENT	- <u>\nwared</u>
State of Oregon County of		
an Oregon PARTNE	1 5. 1ernins as Presi	ore me on May 5 2006 by Jent of Arlington Development, Inc., of ARLINGTON DEVELOPMENT ability company.  Notary Public for Oregon My Commission expires Nov. 27, 2009
State of Oregon County of	) ) ss.	
Oregon co	ument was acknowledged befo E. Shermall as Authoriz propration, as Co-Manager of A RS LLC, an Oregon limited lia	ore me on May 5, 2006 by Agent of Aspen Tualatin I.L.C., an ARLINGTON DEVELOPMENT ability company.
MYCO	OFFICIAL SEAL KATHIE A GARCIA NOTARY PUBLIC-OREGON COMMISSION NO. 399824 MMISSION EXPIRES HOVEMBER 27, 2009	Notary Public for Oregon My Commission expires Nov. 27, 2009

STATE OF OREGON

COUNTY OF Washing ton ) ss.
This instrument was acknowledged before me on this 2 <sup>nd</sup> day of May, 2006, by Gregory L. Specht, as President of SPECHT PROPERTIES, INC, an Oregon corporation, as Manager of SPP TUALATIN LLC, an Oregon limited liability company, on behalf of said company.  OFFICUL SEAL ROBH PRYBARDER NOTARY PUBLIC OFFICIAL SEAL ROBERT NOTARY PUBLIC PUBL
Notary Public for Gregon  Notary Public for Gregon  My commission expires: Port 8, 2001
State of Oregon County of Weshington  This instrument was acknowledged before me on May 19, 2006 by  Kevin acobsen as Resident of Lakeside Lumber, Inc., Inc., an Oregon corporation.  Assandard Asler
OFFICIAL SEAL OFFICIAL SEAL OFFICIAL SEAL Notary Public for Oregon My Commission expires 18/36/3006  My Commission expires 18/36/3006

Washington County, Oregon 11/17/2008 01:13:45 PM

2008-093292

D-DC Cix#2 Stn#3 T EAKIN \$100.00 \$5.00 \$11.00 \$20.00 - Total # \$136.00



I, Richard Hobernichi, Director of Assessment and Taxation and Ex-Officio County Cisrk for Washington County, Oregon, do hereby certify that the within instrument of writing was received and recorded in the book of records of said county.

Richard Hobernicht, Director of Assessment

Repared Bei

Dickstein Shapiro LLP 1825 Eye Street, NW

Washington, DC 20006 Attn: Michael Kimberling Attn:

AFTER RECORDING, PLEASE RETURN TO: LandAmerica Corni Landor & Seerch 5000 Cox Road Richmond, VA 20080

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)

THIS NOTICE OF SUPPLEMENTAL FINAL ORDER AND JUDGENT (this "Notice") dated as of five 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

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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 (16 1/2) 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

IN RE:	)
AT&T FIBER OPTIC CABLE INSTALLATION LITIGATION	) Case No. 1:99-ml-9313-DFH-TAB ) MDL Docket No. 1313 )
THIS DOCUMENT RELATES TO:	) )
	) )
No. 1:02-cv-7004-DFH-TAB (Gadotti)	) (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 sub-part 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 C1, C2, C3, 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	April	_, 2008.
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Copies to:

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

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UNITED STATES DISTRICT COURT

DUMPTH District of JAMESTA

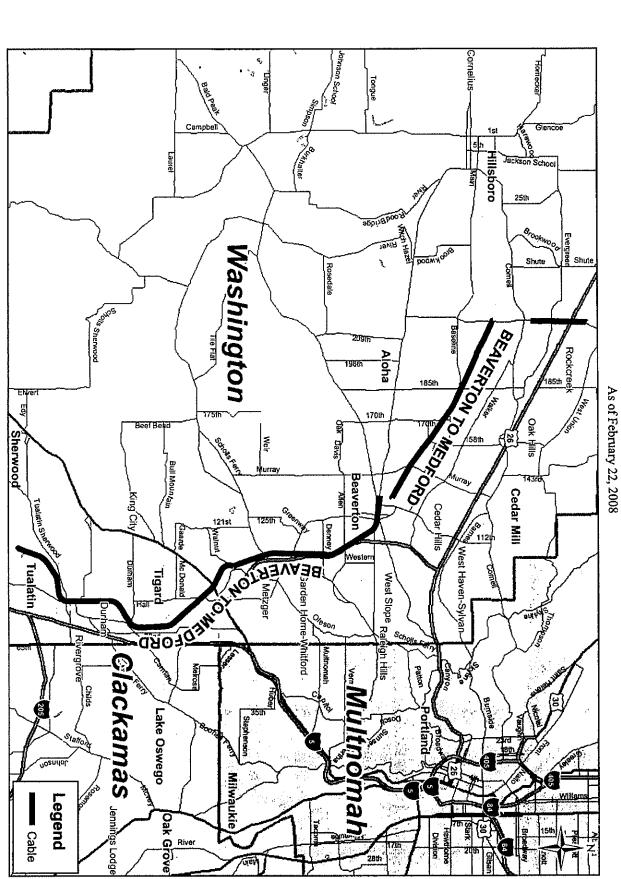
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on file in my custody.
Cause No. 1.19 ML 93(3 DFH TAB
Dated Dril 10,2505
Laury & Briggs, Clerk
by JAMESTA, Deputy Clerk
this is of pages (text)

On Court of Pages (exhibits)

Nicholas C. Nizamoff, Esq STUART & BRANIGIN 8888 Keystone Crossing Suite 1401 Indianapolis, IN 46240

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AT&T Active - Oregon Washington County As of February 22, 2008

# Oregon – 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 1N-RNG 2W-SEC26

The corridor then travels southeast through the following sections:

TWN 1S-RNG 1W-SEC35 TWN 2S-RNG 1W-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 IW-SEC14 TWN 2S-RNG IW-SEC23 TWN 2S-RNG IW-SEC26 TWN 2S-RNG IW-SEC27

Ending Point - 130 feet south of the intersection Industrial Way and 105<sup>th</sup> 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 1N-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 1W-SEC27

Page 1 of 2

The corridor then travels southwest through the following sections:

TWN 1S-RNG 1W-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 1S-RNG 1W-SEC 6 TWN 1S-RNG 1W-SEC 5 TWN 1S-RNG 1W-SEC 8 TWN 1S-RNG 1W-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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Joseph and Marie Gadatii, et al. v. AT&T Corp., et al. - Oregon Order of Judgment Washington County As of March 4, 2008

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# Joseph and Marie Gadoti, et al. v. AT&T Corp., et al. - Oregon Order of Judgment Washington County As of March 4, 2008

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# Joseph and Marie Gadotti, et al. v. AT&T Corp., et al. - Oregon Order of Judgment Washington County As of March 4, 2008

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The Part Internation	Transport Ocean Keese:		NIME: COM.	IS106DB01100	1355 SW 170TH AVE	200703	NA STEEN	99507	l	ANCHORAG	3_		OKC001804	ESI
The Part Number   Part Numbe	Transfer Order Name   Habita Addres   Habita Addres   Habita Addres   Habita Order Name   Habita Order N	-	TRINET ICHT AN	SIOSUBBIDOO	17360 W BASELINE RD		WASHINGTON OF	9/000	ł	VIOLY	18710 S W. SANDRA LANE	COMPANT		
The Particularies		_	TRIMET LIGHT RAIL	1210000000	17400 W BASELINE RD		CHONICIST	27000				TORILLAND GENEROUS CONTROL	ORC002261	
The Function   Property County Name   Coun	The proof from the proof of t	۳	TRIMET LIGHT RAIL	1			11/10/10/10/10	*0776	Ç	PORTLAND		PACIFIC MONEY ELECTRIC		
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THE FUNCTION FOR THE PROPERTY   MARINE   MARIN	The French Control Name   Interpretation   Control Name   In	_		1SZ01AA03100	18595 W BASELINE RD	_1	COLONIES	1001				WASHINGTON COORTS	ORC002258	
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Jeseph and Marie Gadorii, et al. v. AT&T Corp., et al. - Oregon Order of Judgment Washington County As of March 4, 2008

# PageSofS

Joseph and Marie Gadotti, et al. v. AT&T Corp., et al. - Oregon Order of Judgment Washington County As of March 4, 2008

TICAND   OR   27211.   WASHINGTON   RAGON	LAI PROPERTIES INC LAI PROPERTIES INC AIROAS-MORPAC INC AIROAS-MORPAC INC AIROAS-MORPAC INC COTTOP TUALATIN ORE-CAL-COCA-COLA-BOTTLING CO TRI-COUNTY INDUSTRIAL PARK INC-COMPONENTIES, LLC INDUSTRIAL PROPERTIES, LLC INDUSTRIAL PROPERTIES, LLC ONATANA VILLAGE ILC OUATANA VILLAGE ILC OUATA		
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PORTLAND   OR   1712-1-   WASIINGTON   MASSINGTON   MAS	LAI PROPERTIES INC	OKCOOZUJS	206
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DRCOO2033 ARGULED MATCHAIAS INC 28 \* ORC001703 ORC002185 OR.C002184 OKC001853 ORC002177 SO CITY OF BLAVERTON POSSESS CITY OF TOLALATIN SI C Property Owner Name CAMPBELL, BRUCE A: CAMPBELL SHELLEY A CARLSON, KATI; RODGERS, CAFFEE CENTER LLC DAY, CURISTINA L; DAY, ROGER CROLL, LAURA K; CROLL, CATELLUS DEVELOPMENT DENT, KOBERT W

DONALD R. PALMER & DAVID E. 4330 LAKEVIEW BLVD.

PIETZA, KELLEY, BRIAN L;

MOORE CLEAR CO. DUNCAN, JANICE LEE; DUNCAN, JOHN A

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Joseph and Marie Gadotti, et al. v. AT&T Corp., et al. - Oregon

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# Inseph and Marie Gadott, et al. v. AT&T Corp., et al. - Oregon Order of Judgment Washington County As of March 4, 2008

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		Tallog October		R2088995	WASHINGTON	08890		WESTPORT		MILLIKAN 13 EQUITIES LLC	ORC001834	끟
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# Joseph and Murle Gadotti, et al. v. ATAT Corp., et al. - Oregon Order of Judgment Washington County As of Murch 4, 2008

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# Joseph and Marie Gadotti, et al. v. AT&T Corp., et al. - Ozegon Order of Judgment Washington County As of March 4, 2008

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# First American Title Insurance Company National Commercial Services

200 SW Market Street, Suite 250 Portland, OR 97201 Phone: (503)795-7600 / Fax: (866)678-0591

PR: NATLAC Ofc: 5031 (1601)

# Final Invoice

To: Mutual Materials

15791 SE Piazza Ave

Clackamas, OR 97015

1601 - 1601106109

Date: 03/28/2019

Our File No.: Title Officer:

Invoice No.:

NCS-953660-OR1 Tina Carleton

Escrow Officer:

Customer ID:

3059497

Liability Amounts

Attention: Kim Eirling

Your Ref.:

Property:

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

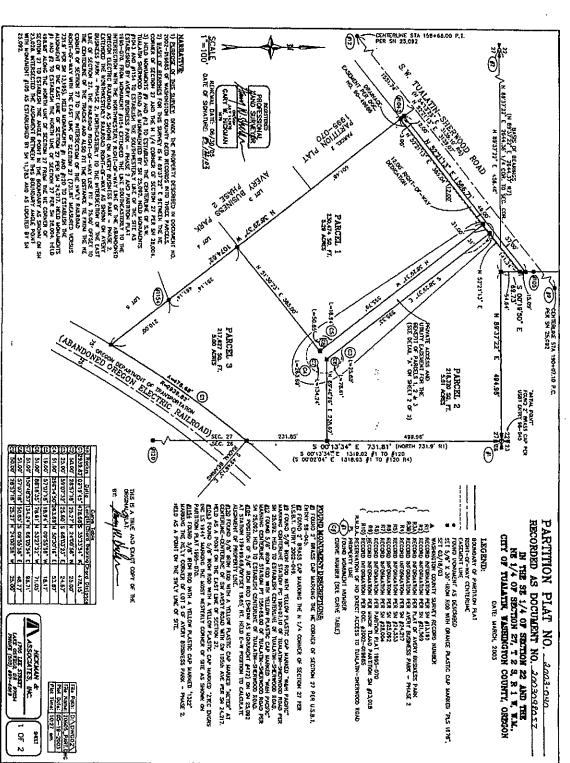
INVOICE TOTAL \$500.00

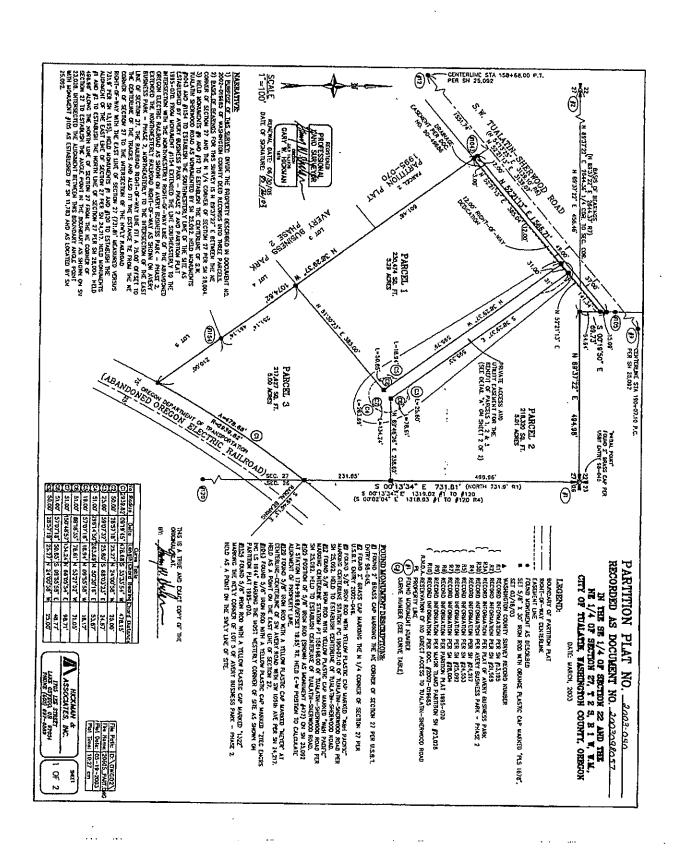
# Comments:

RE:

# 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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3061/5

After recording return to Irving Potter Josselson, Potter & Roberts 425 NW 10th Ave., Suite 306 Portland,OR 97209 Washington County, Oregon 06/09/2006 08:30:11 AM

2006-068730

D-R/B Cnt=2 Sin=9 C TOMPKINS \$30.00 \$5.00 \$6.00 \$11.00 - Total = \$52.00



I, Jeny Hanson, Director of Assessment and Taxation and Ex-Officio County Clerk for Washington County, Cregon, do hereby certify that the within instrument or writing was received and recorded in the book of records of said county.

Jerry R. Hanson, Director Massassment and Taxation

# 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. <u>Properties Affected</u>. 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 <u>Creation of Additional Easement</u>. 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 <u>Maintenance</u>. 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

By:
Name:

Its: PREGUENT GREGORY S. PERK.

Aspen Tualatin LEC, an Oregon limited liability company

By: Mylles Name: 1) by Ses S

s: Authorized Ace

SFP TUALATIN LLC, an Oregon limited liability company

By its manager:

SPECHT PROPERTIES, INC, an Oregon corporation

Gregory L. Specht, President

LAKESIDE LUMBER, INC., an Oregon corporation Name: Its: State of Oregon County of Invilnmen ) ss. This instrument was acknowledged before me on May 5, 2006 by Gregory 5.7erhins as President of Arlington Development, Inc., an Oregon corporation, as Co-Manager of ARLINGTON DEVELOPMENT PARTNERS LLC, an Oregon limited liability company. Matthe a. January Notary Public for Oregon OFFICIAL SEAL KATHIE A GARCIA NOTARY PUBLIC-OREGON My Commission expires Nov. 27, 2009 **COMMISSION NO. 399824** MY COMMISSION EXPIRES NOVEMBER 27, 2009 State of Oregon County of Mychamen ) ss. This instrument was acknowledged before me on May 5, 2006 by Uly Sses Sherman 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. 27, 2009 OFFICIAL SEAL
KATHIE A GARCIA
NOTARY PUBLIC-OREGON
COMMISSION NO. 399824
MY COMMISSION EXPIRES NOVEMBER 27, 2009

- --

STATE OF OREGON	)
COUNTY OF Washington	) ss. )
J	pefore me on this 2 <sup>Nd</sup> day of MAV , 2006, by
	PECHT PROPERTIES, INC, an Oregon corporation, C, an Oregon limited liability company, on behalf of
said company.	, an oregon infinited hability company, on behalf of
OFFICIAL SEAL ROBIN FRYBARGER NOTARY PUBLIC - OREGON	Holantrylanger
COMMISSION NO. 367435 MY COMMISSION EXPIRES APRIL 8, 2007	Notary Public for(Oregon) My commission expires: 日かんし 8, ラウロ
	·
State of Oregon )	
County of) ss.	
This instrument was acknowled	edged before me on by as of Lakeside Lumber, Inc., Inc.,
an Oregon corporation.	or Lakeside Lumber, inc., inc.,
•	
	Notary Public for Oregon
	My Commission expires

.

	B	BER, INC., an Oregon corporation  JIN TACOBICA  57	
State of Oregon County of	) ) ss.		
PARTNERS  KAT NOTAL	ent was acknowledged by Terhins as Praction, as Co-Manage LLC, an Oregon limited of the A GARCIA THE A GARCIA TO PUBLIC-OREGON INSIGN NO. 399824 INEXPIRES NOVEMBER 27, 2009	perfore me on May 5, 2006 by esident of Arlington Development, Inc., ger of ARLINGTON DEVELOPMENT d liability company.  Hattue G. Vallu Notary Public for Oregon My Commission expires Nov. 27, 200	9
State of Oregon County of	) ) ss.		
Oregon corpo	ent was acknowledged be Sherma! as Authoritation, as Co-Manager LLC, an Oregon limited	pefore me on May 5, 2006 by Orized Agent of Aspen Tualatin I.I.C., an of ARLINGTON DEVELOPMENT I liability company.	
COL	OFFICIAL SEAL ATHIE A GARCIA TARY PUBLIC-OREGON MINISSION NO. 399824 SIGN EXPIRES HOVEMBER 27, 2009	Notary Public for Oregon My Commission expires Nov. 27, 2009	

STATE OF OREGON	)
COUNTY OF Washing ton	_) ss. )

This instrument was acknowledged before me on this 2<sup>Nd</sup>day of <u>WAY</u>, 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.

OFFICIAL SEAL
ROBIN FRYBAROUR
NOTARY PUBLIC - OPEGON
COMMISSION NO. 387435
MF COMMISSION PRIMES APPRIL 8, MOT

Notary Public for Oregon

My commission expires: April 8, 2007

State of Oregon County of Wishington

This instrument was acknowledged before me on May 19, 2006 by SEVEN acobser as PESILENT of Lakeside Lumber, Inc., Inc., an Oregon corporation.

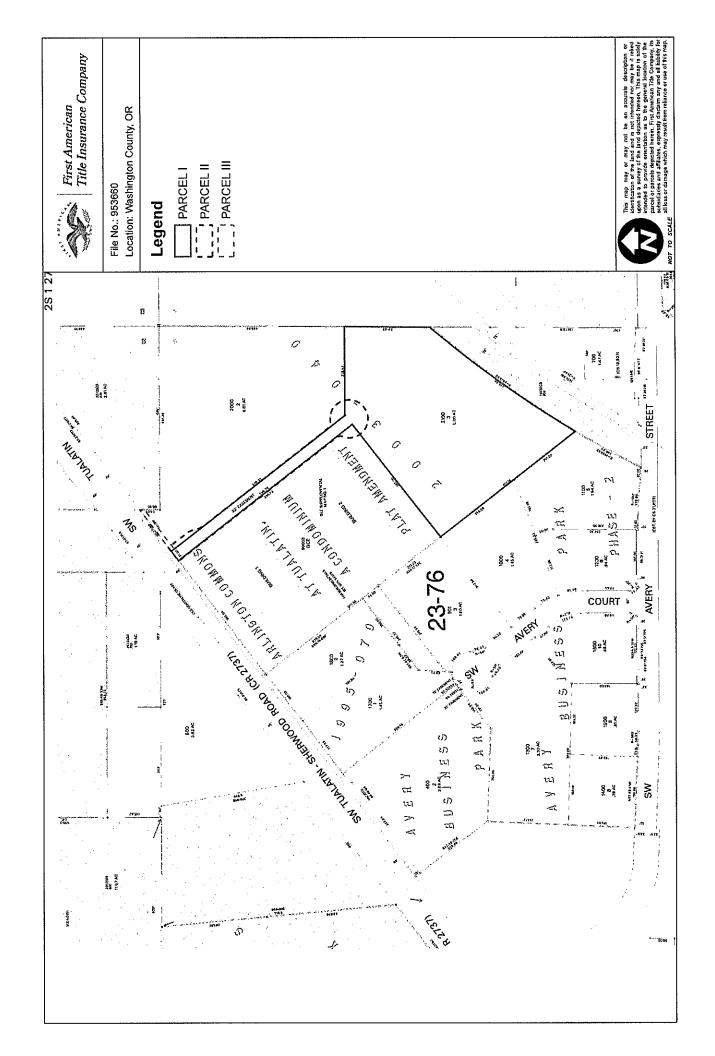
OFFICIAL SEAL

OFFICIAL SEAL

Notary Public for Oregon

My Commission expires 0836/2006

My Commission expires 0836/2006





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 Washington County, Oregon 07/29/2008 03:37:34 PM

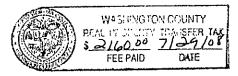
2008-066403

Cnt=1 8tn=22 | REED \$25.00 \$5.00 \$11.00 \$2,160.00 - Total # \$2,201.00



I. Richard Hobsmitcht, Director of Assessment and Taxation and Ex-Officio County Clerk for Washingt County, Oregon, do hereby certify that the within instrument of writing was received and rescorded in book of records of said county.

Richard Hobsmitcht, Director of Assessment an Taxation, Ex-Officio County Clerk



### STATUTORY WARRANTY DEED

THIS SPACE RESER

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 \$2,160,000.00. (Here comply with requirements of ORS 93.030)

File No.: NCS-340143-OR1 (mk) Date: 07/22/2008

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195-336 AND SECTIONS 5 TO 11, 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  $\frac{29}{\text{ day of }}$  day of  $\frac{308}{\text{ day of }}$ .

SFP Tualatin LLC, an Oregon limited liability company

By: Specht Properties, Inc., its Manager

By: Gregory 1/. Specht, President

APN:

Statutory Warranty Deed - continued

File No.: NCS-340143-OR1 (mk) Date: 07/22/2008

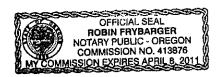
STATE OF

Oregon

)ss.

County of Washington

This instrument was acknowledged before me on this  $25^{+h}$  day of 3008 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.



Notary Public for Oregon

My commission expires: April 8, 2011

Preliminary Report

Order Number: NCS-340143-OR1

Page Number: 7

#### 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.

First American Title

Order Number: NCS-340143-OR1

Page Number: 1

#### EXHIBIT "B"

- 1. City liens, if any, for the city of Tualatin.
- 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

Oregon

For:

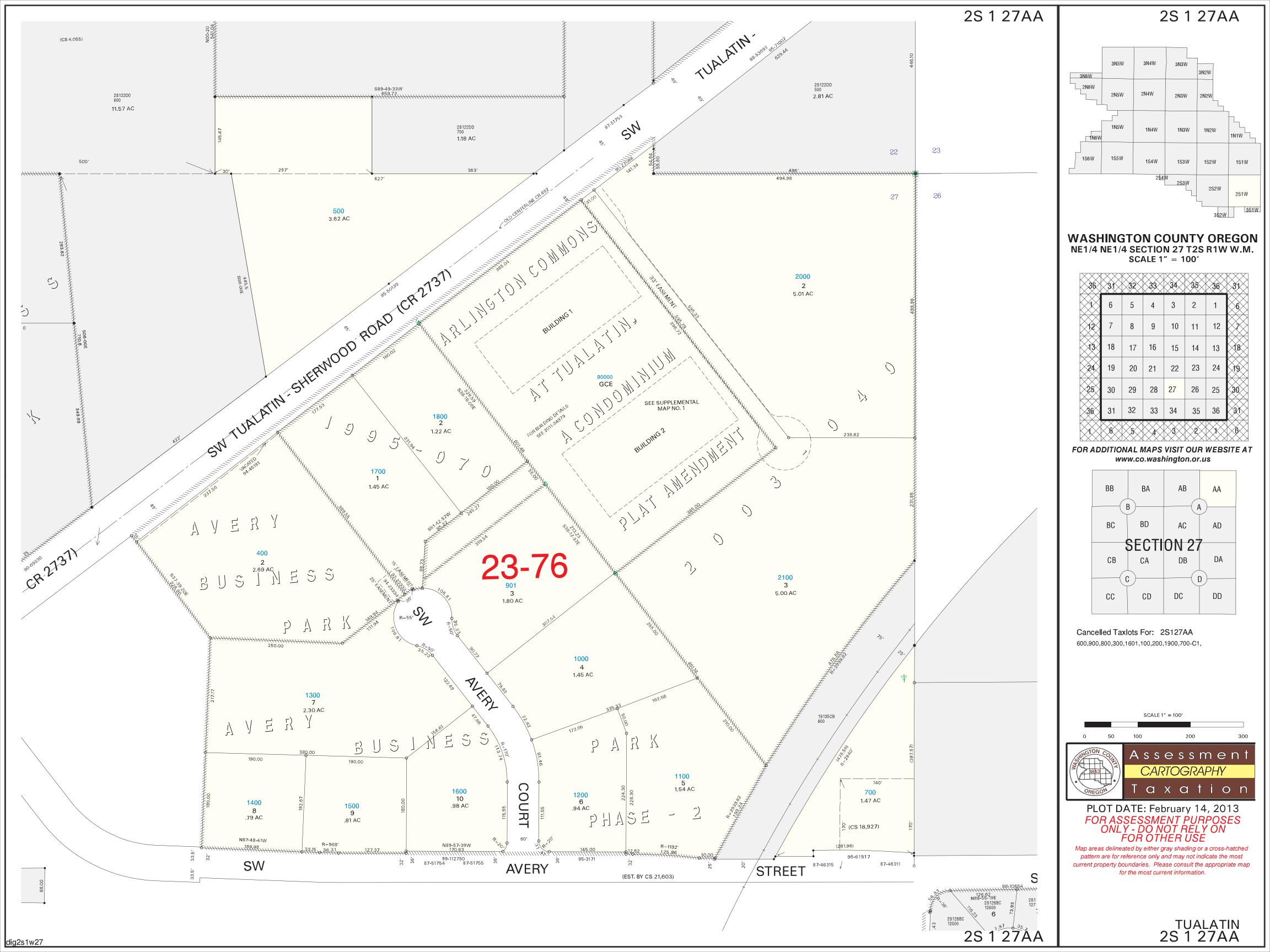
Drainage

- 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.
- 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

- General and special taxes and assessments for the fiscal year 2008-2009, a lien not yet due or payable.
- 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.

First American Title



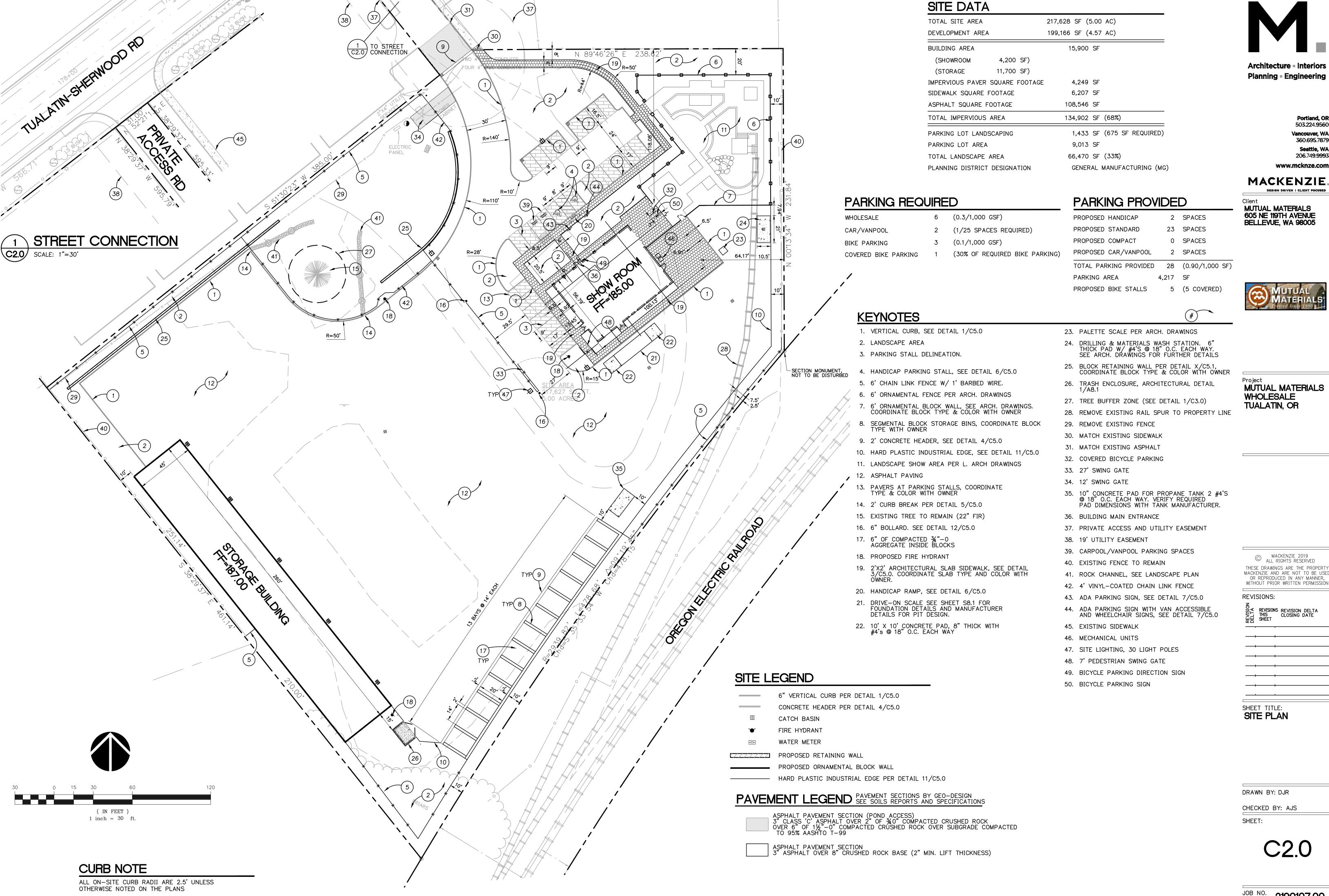


<b>Clean Water Services File Numb</b>	er
19-000855	

### **Sensitive Area Pre-Screening Site Assessment**

1. Jurisdiction: Tualatin	
2. Property Information (example 1S234AB01400)  Tax lot ID(s): 2S127AA02100	3. Owner Information Name: Mutual Materials Company:
OR Site Address: 10700 SW TUALATIN SHERWOOD RD	Address: City, State, Zip:
City, State, Zip: Tualatin, OR 97062	Phone/Fax:
Nearest Cross Street: SW Avery St	E-Mail:
4. Development Activity (check all that apply)  Addition to Single Family Residence (rooms, deck, garage)  Lot Line Adjustment  Residential Condominium  Residential Subdivision  Single Lot Commercial  Other	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? ☐ Yes ☐ No ☐ Location and description of off-site work	_
7. Additional comments or information that may be needed to	
Mutual Materials - sale/storage of pavers/bricks to contractors. Same project approved in 2008/2009 but de	ecision expired. Almost identical proposal to previous.
This application does NOT replace Grading and Erosion Control Permits, DEQ 1200-C Permit or other permits as issued by the Department of Envir the Army COE. All required permits and approvals must be obtained and By signing this form, the Owner or Owner's authorized agent or representative, acknow the project site at all reasonable times for the purpose of inspecting project site condit	commental Quality, Department of State Lands and/or Department of completed under applicable local, state, and federal law.  vledges and agrees that employees of Clean Water Services have authority to enter clions 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 knowledg	
Λ te ()	Print/Type Title Land Use Planner
Signature	Date
FOR DISTRICT USE ONLY	
Sensitive areas potentially exist on site or within 200' of the site. <b>THE APPLICAN SERVICE PROVIDER LETTER.</b> If Sensitive Areas exist on the site or within 20 be required.	
Based on review of the submitted materials and best available information Sensiti Area Pre-Screening Site Assessment does NOT eliminate the need to evaluate and document will serve as your Service Provider letter as required by Resolution and obtained and completed under applicable local, State, and federal law.	d protect water quality sensitive areas if they are subsequently discovered. This
Based on review of the submitted materials and best available information the above sensitive area(s) found near the site. This Sensitive Area Pre-Screening Site Assessments sensitive areas if they are subsequently discovered. This document will serve as you 3.02.1. All required permits and approvals must be obtained and completed under the server of	ent does NOT eliminate the need to evaluate and protect additional water quality ur Service Provider letter as required by Resolution and Order 17-05, Section
This Service Provider Letter is not valid unless CWS approve	d oite plan(e) are attached
	u site pian(s) are attacheu.
The proposed activity does not meet the definition of development or the lot wa PROVIDER LETTER IS REQUIRED.	as platted after 9/9/95 ORS 92.040(2). NO SITE ASSESSMENT OR SERVICE
	,

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



**Architecture - Interiors** 

503.224.9560 Vancouver, WA 360.695.7879 Seattle, WA 206.749.9993 www.mcknze.com

MACKENZIE.

MUTUAL MATERIALS 605 NE 119TH AVENUE BELLEVUE, WA 98005



MUTUAL MATERIALS WHOLESALE TUALATIN, OR

© MACKENZIE 2019 ALL RIGHTS RESERVED THESE DRAWINGS ARE THE PROPERTY MACKENZIE AND ARE NOT TO BE USED OR REPRODUCED IN ANY MANNER,

CHECKED BY: AJS



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.

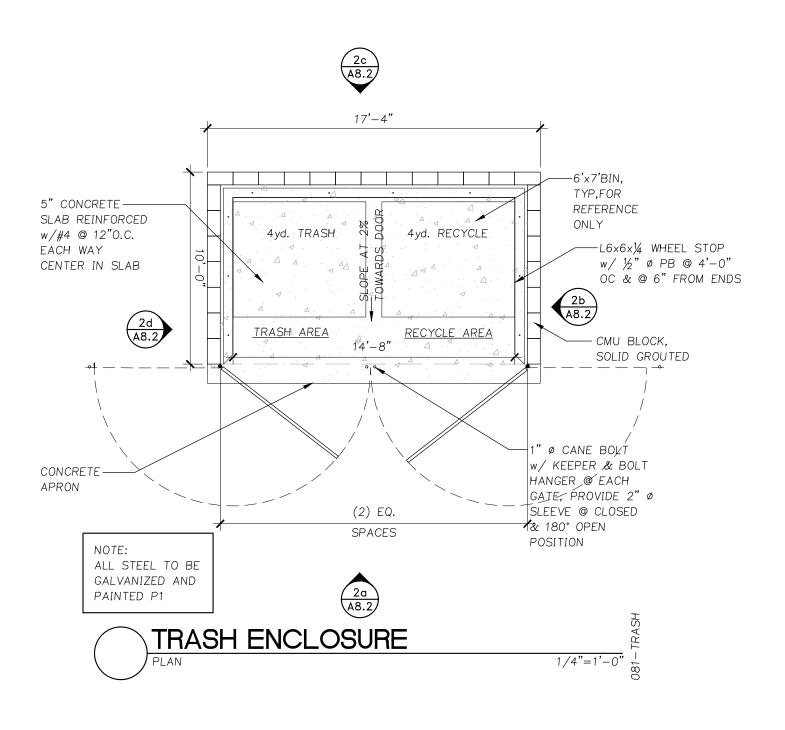
The revised enclosure design dimensions sent 4/4/2019 which includes 17'-4' OD width and 10'-0 OD depth, gate width opening post to post 16', gate swing radius of 180 degrees, and wheel stop curbing of 14'-8" width, are adequate for our trucks to safely service the containers.

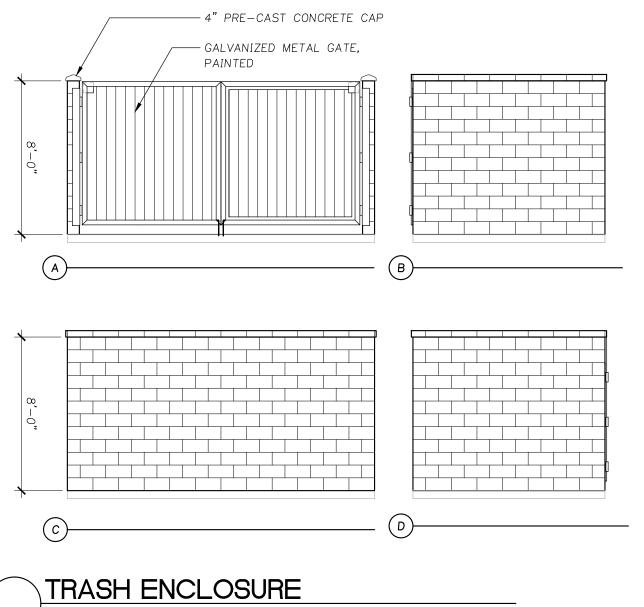
Thanks Bailey for your help and concerns for our services prior to this project being developed.

Sincerely,

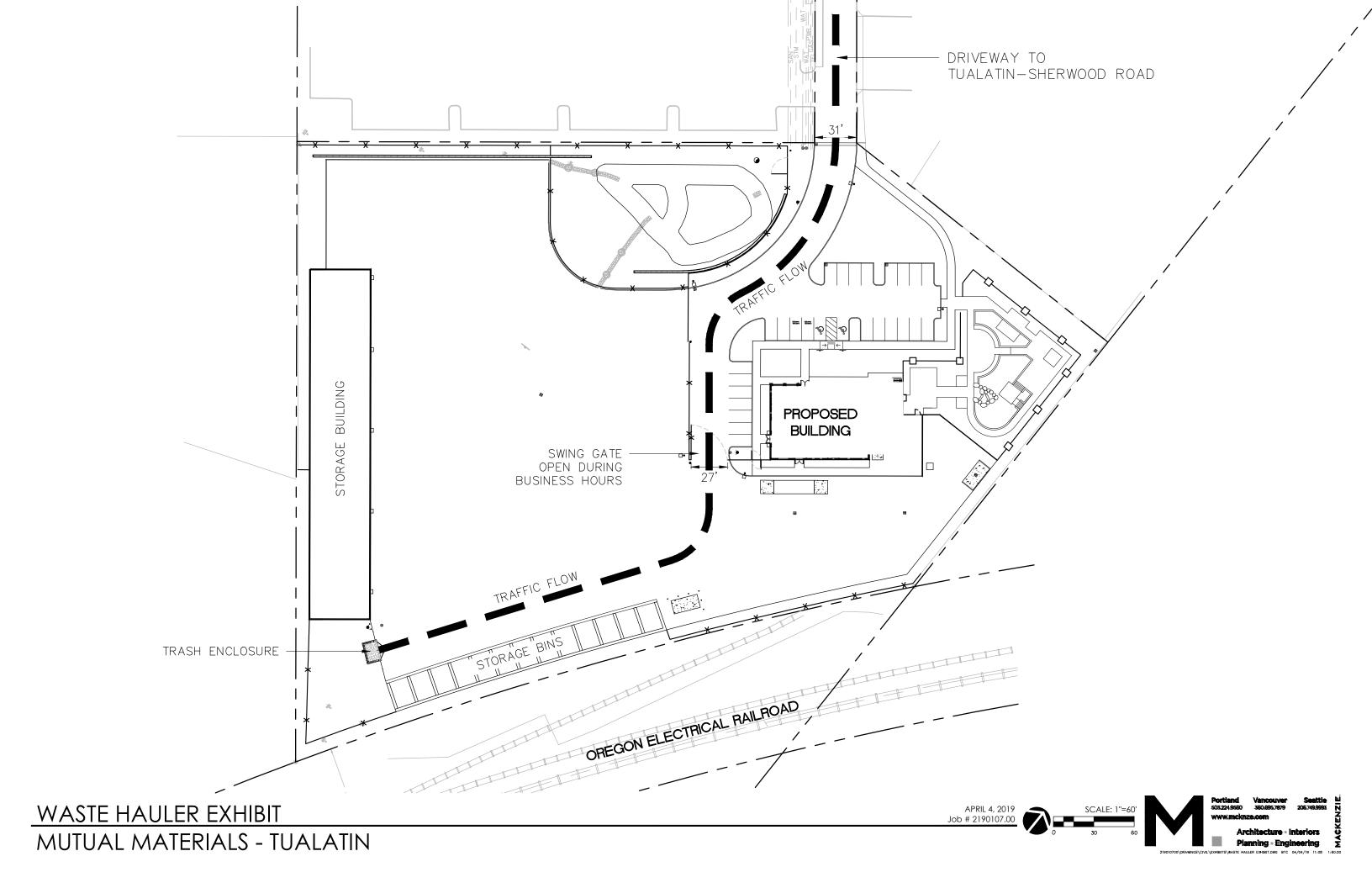
Kelly Herrod

Operations Supervisor Republic Services Inc.





TRASH ENCLOSURE





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

Protecting Property. Saving Live	washington EC06#	UNTDFFH95ONT	LOCATION #	
CHECK SHEET FOR TEST OF			BILL TO: #	
PRIVATE FIRE HYDRA	ANTS		PHYS. FAC. #	
			APPEAL#	
TEST DATE:			DATE ENTERED	
BUSINESS NAME:  BUILDING NAME:  BUILDING ADDRESS: PO BOX 20  CONTACT: LANCE  NUMBER OF FIRE HYDRANTS OF		PHONE: 503-932-3172 (If more than 3, use additional	<u> </u>	
	# 1	# 2	# 3	

	# 1	# 2	# 3
Location of Hydrant?	BY ARLINGTON COMMON SIGN		
MAKE/MODEL	GLOW		
Access <u>un</u> obstructed?	YES 🗹 NO 🗌	YES NO	YES NO
Faced correctly?	YES 🗹 NO 🗌	YES 🔲 NO 🔲	YES 🔲 NO 🔲
Set properly?	YES V NO	YES NO	YES NO
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	2465		
@20 psi residual	2465		
Threads in good repair?	YES 🗹 NO 🗌	YES 🔲 NO 🔲	YES 🔲 NO 🔲
Lubricated?	YES NO	YES NO	YES NO
Caps replaced?	YES 🗹 NO 🗌	YES NO	YES NO
Leakage in base, dome or sleeve			
when under pressure?	YES NO 🗹	YES NO	YES NO
Hydrant operates properly?	YES 🗹 NO 🗌	YES 🔲 NO 🔲	YES 🔲 NO 🔲
Operating nut lubricated?	YES NO 🗹	YES NO	YES NO
Hydrant drains properly			
after test?	YES 🗹 NO 🗌	YES 🗌 NO 🗌	YES 🗌 NO 🗌

FOR FIRE BUREAU USE ONLY

DATE

RECEIVED

COMPLEX #

BUILDING#

BUSINESS #

# CHECK SHEET FOR TEST OF PRIVATE FIRE HYDRANTS

REQUIRED CORRECTIONS AND EXPLANATION OF PROBLEMS:	
1	
2	
3	
4	
5	
6	
CORRECTIONS MADE:	
1	
2	
3	
4	
5	
6	
	) 🗌
If YES, who was notified? LANCE - Emailed	
If NO, why wasn't the owner / representative notified?	
Certified Personnel Conducting Test (PLEASE PRINT NAME) BRIAN MADISON	
Certification # 6027 Signature: Brean Madero	n
Name of Company: UNITED FIRE	Phone: 503-249-0771



DESIGN DRIVEN I CLIENT FOCUSED



EXPIRES: 12/31/20

### PRELIMINARY DRAINAGE REPORT

To

City of Tualatin

For

Mutual Materials Tualatin, Oregon

**Submitted** 

April 12, 2019

Project Number 2190107.00



### **TABLE OF CONTENTS**

1.	Introduction	1
2.	Water Quality	2
	Water Quantity	

### **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%.

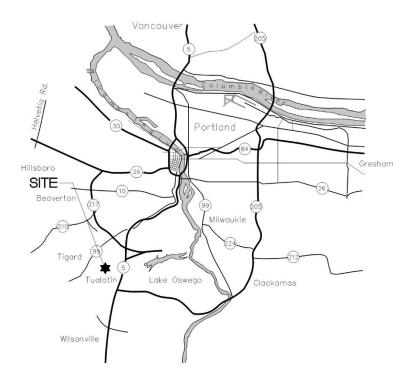


Figure 1: Vicinity Map



#### 2. WATER QUALITY

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

Water Quality Volume (WQV) = 
$$0.36$$
 (in) \* Area (sq ft)  
12 (in/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.

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

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		Imperviou	s Area (ft²)		Water Quality	Water Quality	
Drainage Basin	New	Modified	Permanently Removed	Total Area	Volume (ft <sup>3</sup> )	Water Quality Flow (ft³/s)	
А	138,481	8,983	4,064	147,464	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 ft²). 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 (ft)	Area (ft²)	Volume (ft³)	Cumulative Volume (ft³)			
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			



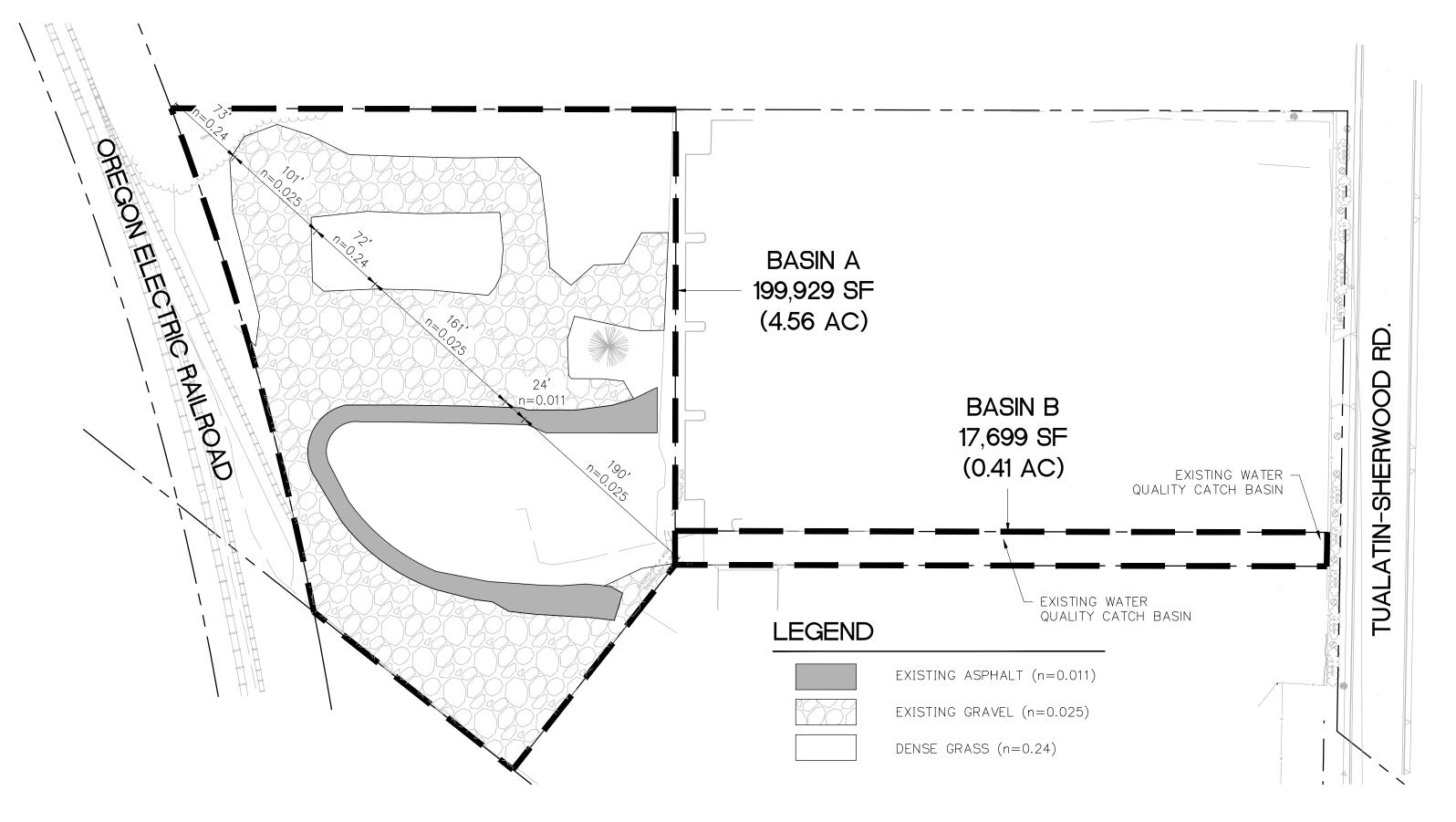
#### 3. WATER QUANTITY

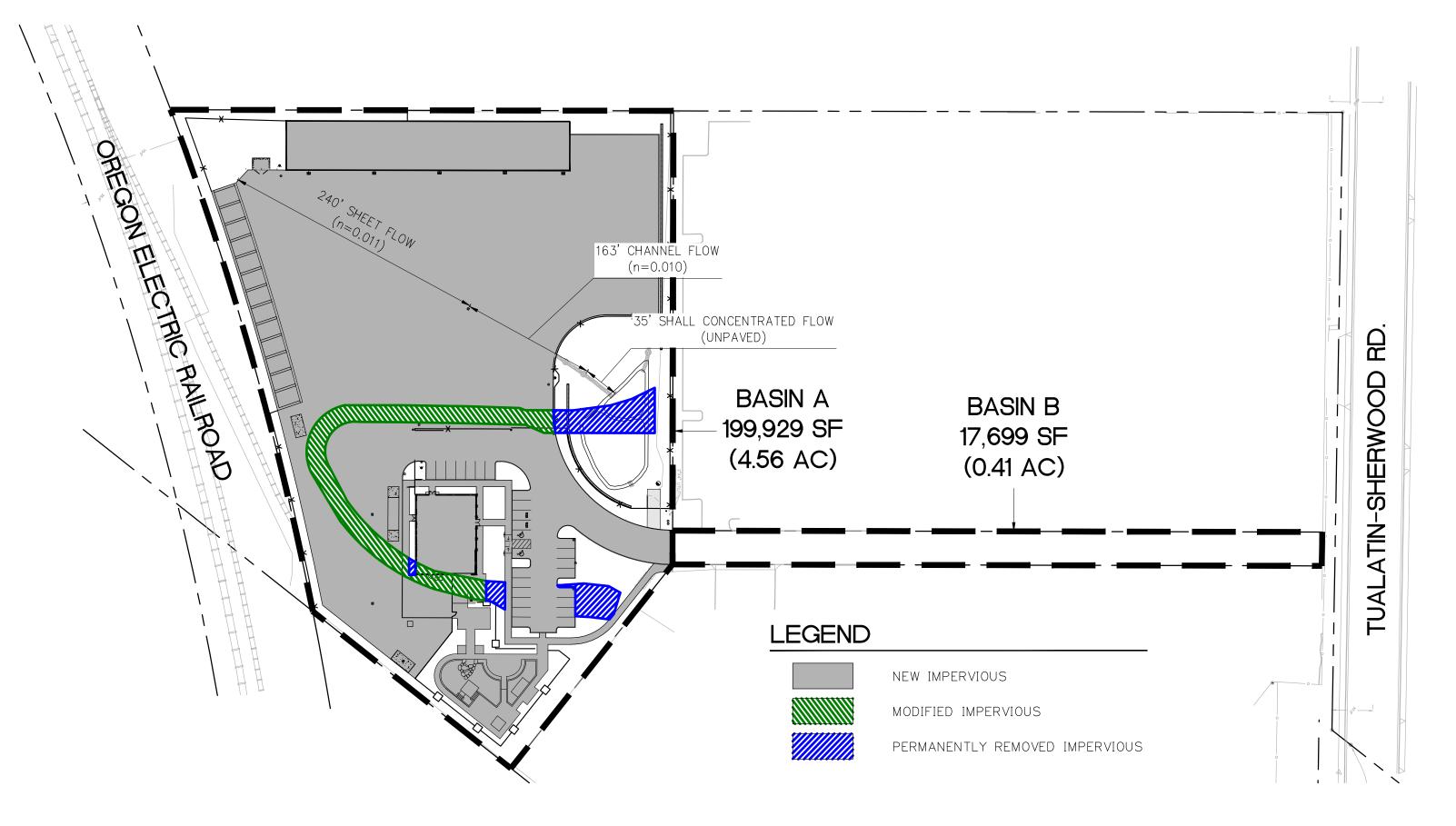
Per Clean Water Services Design and Construction Standards (April 2017), section 4.03.4b, on-site detention facilities shall be designed to capture runoff such that the post-development runoff rates do not exceed the pre-development runoff rates from the 2-year, 10-year and 25-year, 24-hour storm.

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 (ft <sup>3</sup> /s)	Post Development Flow (ft <sup>3</sup> /s)	Required Volume (ft³)				
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 ft<sup>3</sup> 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.





MUTUAL MATERIALS - TUALATIN
BASIN MAP - DEVELOPED CONDITIONS

IL 12, 2019 190107.00 SCALE: 1"=80' 0 40 80

Portland Vancouver Seattle 503.224,9560 360,895,7879 206,749,99933 www.mcknze.com

Architecture - Interiors Planning - Engineering 219010700\DRAWNGS\CVIL\LEMBITS\RASIN MAP - WD/MC BTC 04/01/19 17:29 1

Hydraflow Hydrographs Extension for Autodesk® Civil 3D® 2019 by Autodesk, Inc. v2020

**Hyd. No. 1**Pre-Developed

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

Hydraflow Hydrographs Extension for Autodesk® Civil 3D® 2019 by Autodesk, Inc. v2020

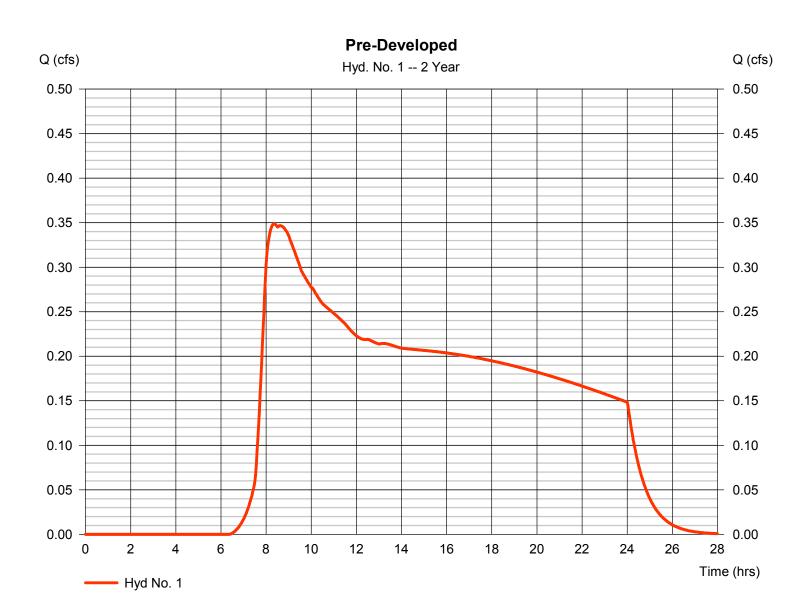
Monday, 04 / 1 / 2019

### Hyd. No. 1

Pre-Developed

Hydrograph type = SBUH Runoff Peak discharge = 0.349 cfsStorm frequency = 2 yrsTime to peak = 8.37 hrsTime interval = 2 min Hyd. volume = 13,128 cuft Curve number Drainage area = 4.590 ac= 78\* Basin Slope = 0.0 %Hydraulic length = 0 ftTc method Time of conc. (Tc) = TR55 = 45.30 min Total precip. = 2.50 inDistribution = Type IA Shape factor Storm duration = 24 hrs = n/a

<sup>\*</sup> Composite (Area/CN) =  $[(0.300 \times 98) + (2.180 \times 85) + (2.110 \times 69)] / 4.590$ 



Hydraflow Hydrographs Extension for Autodesk® Civil 3D® 2019 by Autodesk, Inc. v2020

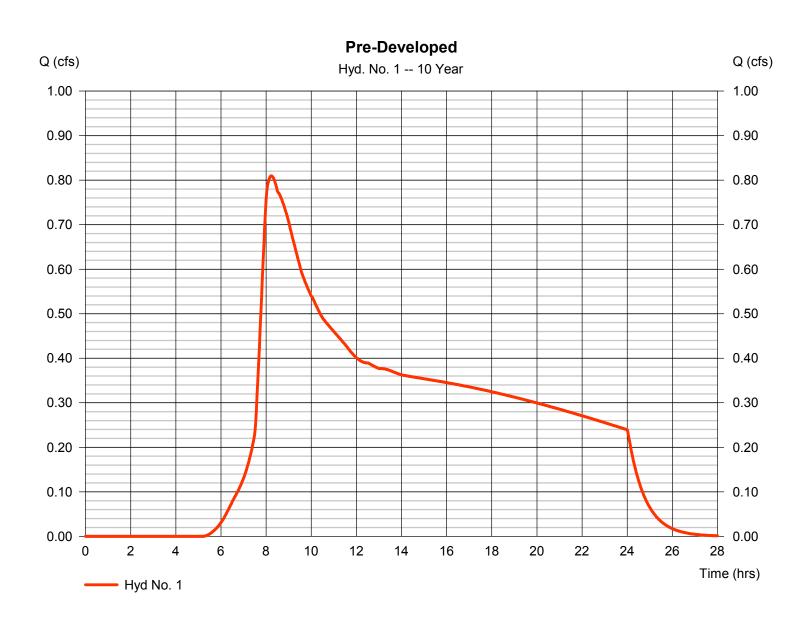
Monday, 04 / 1 / 2019

### Hyd. No. 1

Pre-Developed

Hydrograph type = SBUH Runoff Peak discharge = 0.810 cfsStorm frequency = 10 yrsTime to peak  $= 8.23 \, hrs$ Time interval = 2 min Hyd. volume = 24,317 cuft Curve number Drainage area = 4.590 ac= 78\* Basin Slope = 0.0 %Hydraulic length = 0 ftTc method Time of conc. (Tc) = TR55 = 45.30 min Total precip. Distribution = 3.45 in= Type IA Shape factor Storm duration = 24 hrs = n/a

<sup>\*</sup> Composite (Area/CN) =  $[(0.300 \times 98) + (2.180 \times 85) + (2.110 \times 69)] / 4.590$ 



Hydraflow Hydrographs Extension for Autodesk® Civil 3D® 2019 by Autodesk, Inc. v2020

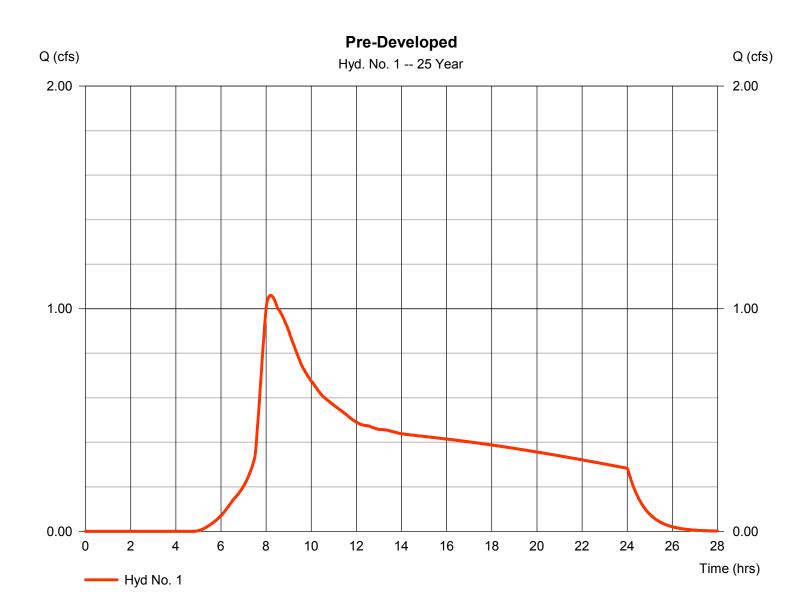
Monday, 04 / 1 / 2019

### Hyd. No. 1

Pre-Developed

Hydrograph type = SBUH Runoff Peak discharge = 1.060 cfsStorm frequency = 25 yrsTime to peak  $= 8.20 \, hrs$ Time interval = 2 min Hyd. volume = 30,117 cuftCurve number Drainage area = 4.590 ac= 78\* Basin Slope = 0.0 %Hydraulic length = 0 ftTc method Time of conc. (Tc) = 45.30 min = TR55 Total precip. = 3.90 inDistribution = Type IA Storm duration = 24 hrs Shape factor = n/a

<sup>\*</sup> Composite (Area/CN) = [(0.300 x 98) + (2.180 x 85) + (2.110 x 69)] / 4.590



Hyd. No. 2

Developed

<u>Description</u>	<u>A</u>		<u>B</u>		<u>C</u>		<u>Totals</u>
Sheet Flow Manning's n-value Flow length (ft) Two-year 24-hr precip. (in) Land slope (%)	= 0.011 = 240.0 = 2.50 = 2.50		0.011 0.0 0.00 0.00		0.011 0.0 0.00 0.00		
Travel Time (min)	= 2.53	+	0.00	+	0.00	=	2.53
Shallow Concentrated Flow Flow length (ft) Watercourse slope (%) Surface description Average velocity (ft/s)	= 35.00 = 33.00 = Unpaved =9.27	t	0.00 0.00 Paved 0.00		0.00 0.00 Paved 0.00		
Travel Time (min)	= 0.06	+	0.00	+	0.00	=	0.06
Channel Flow X sectional flow area (sqft) Wetted perimeter (ft) Channel slope (%) Manning's n-value Velocity (ft/s)	= 0.35 = 2.09 = 2.00 = 0.010 =6.36		0.00 0.00 0.00 0.015 0.00		0.00 0.00 0.00 0.015		
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	

Hydraflow Hydrographs Extension for Autodesk® Civil 3D® 2019 by Autodesk, Inc. v2020

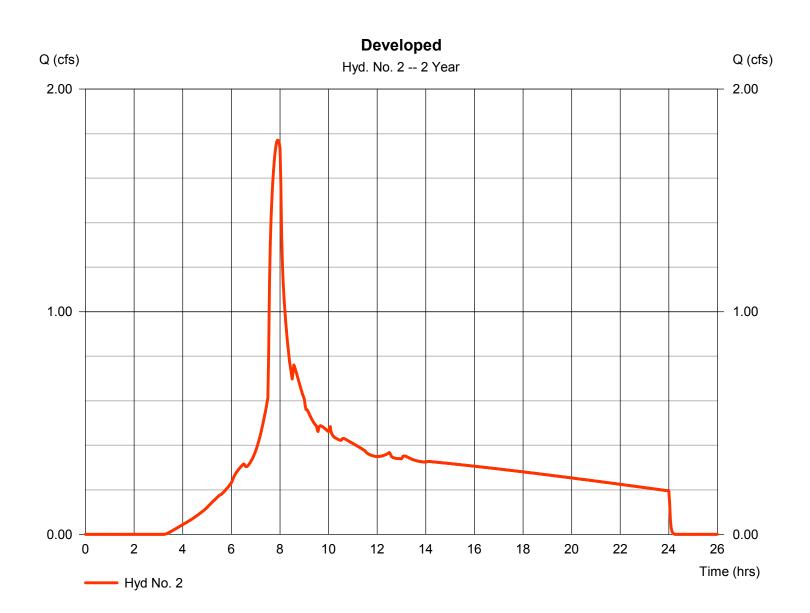
Monday, 04 / 1 / 2019

### Hyd. No. 2

Developed

Hydrograph type = SBUH Runoff Peak discharge = 1.770 cfsStorm frequency = 2 yrsTime to peak = 7.90 hrsTime interval = 2 min Hyd. volume = 25,508 cuft Curve number Drainage area = 4.590 ac= 90\* Basin Slope = 0.0 %Hydraulic length = 0 ftTc method Time of conc. (Tc) = 2.60 min = TR55 Total precip. = 2.50 inDistribution = Type IA = n/aStorm duration = 24 hrs Shape factor

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



Hydraflow Hydrographs Extension for Autodesk® Civil 3D® 2019 by Autodesk, Inc. v2020

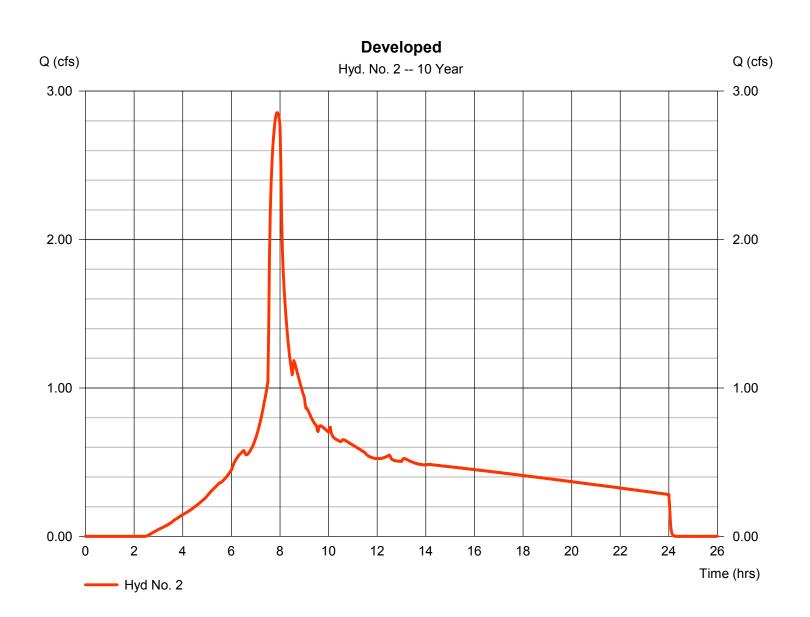
Monday, 04 / 1 / 2019

### Hyd. No. 2

Developed

Hydrograph type = SBUH Runoff Peak discharge = 2.855 cfsStorm frequency = 10 yrsTime to peak = 7.90 hrsTime interval = 2 min Hyd. volume = 40,008 cuftCurve number Drainage area = 4.590 ac= 90\* Basin Slope = 0.0 %Hydraulic length = 0 ftTime of conc. (Tc) = 2.60 min Tc method = TR55 Total precip. Distribution = 3.45 in= Type IA Storm duration = 24 hrs Shape factor = n/a

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



Hydraflow Hydrographs Extension for Autodesk® Civil 3D® 2019 by Autodesk, Inc. v2020

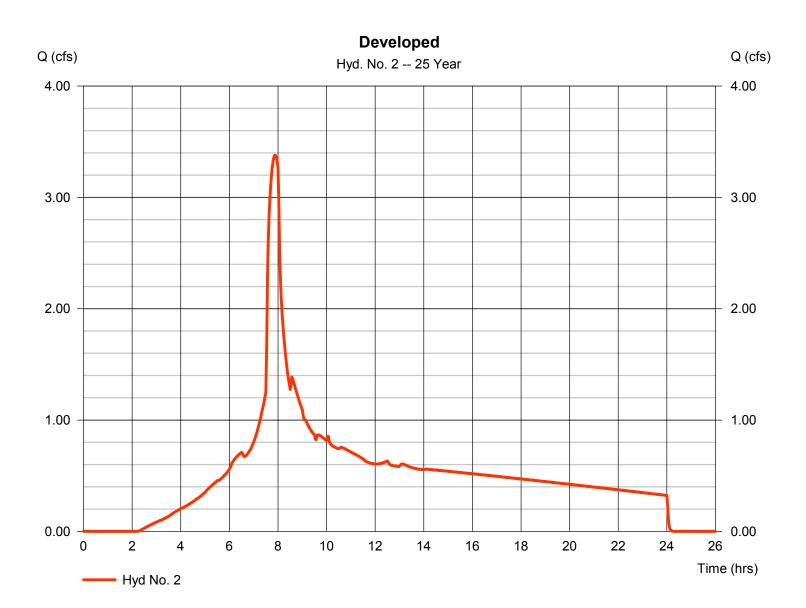
Monday, 04 / 1 / 2019

### Hyd. No. 2

Developed

Hydrograph type = SBUH Runoff Peak discharge = 3.379 cfsStorm frequency = 25 yrsTime to peak = 7.87 hrsTime interval = 2 min Hyd. volume = 47,060 cuftCurve number Drainage area = 4.590 ac= 90\* Basin Slope = 0.0 %Hydraulic length = 0 ftTc method Time of conc. (Tc) = 2.60 min = TR55 Total precip. = 3.90 inDistribution = Type IA = n/aStorm duration Shape factor = 24 hrs

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



Hydraflow Hydrographs Extension for Autodesk® Civil 3D® 2019 by Autodesk, Inc. v2020

Monday, 04 / 1 / 2019

### Pond No. 1 - Extended Dry Basin

#### **Pond Data**

Contours -User-defined contour areas. Conic method used for volume calculation. Begining Elevation = 169.60 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	<b>Table</b>
---------	-----------	-----------	--------------

Stage ft	Storage cuft	Elevation ft	CIv 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
	•										Continue	es on nev	t nage

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## Extended Dry Basin Stage / Storage / Discharge Table

Stage ft	Storage cuft	Elevation ft	CIv A cfs	CIv 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
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

...End

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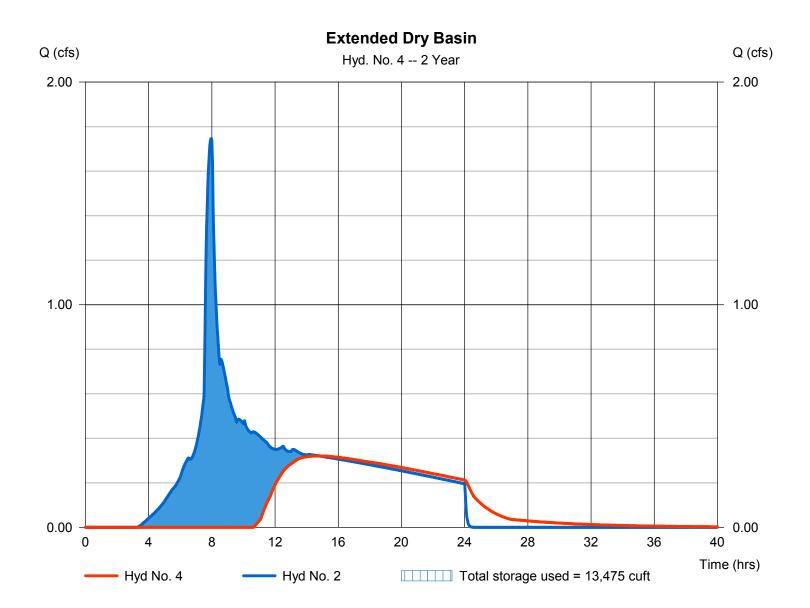
Monday, 04 / 1 / 2019

### Hyd. No. 4

**Extended Dry Basin** 

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

Storage Indication method used.



Hydraflow Hydrographs Extension for Autodesk® Civil 3D® 2019 by Autodesk, Inc. v2020

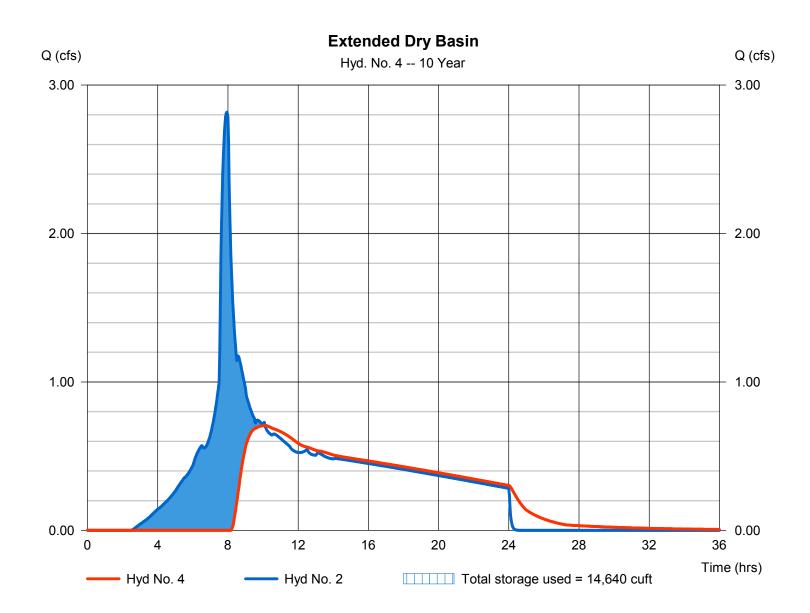
Monday, 04 / 1 / 2019

### Hyd. No. 4

**Extended Dry Basin** 

Hydrograph type = Reservoir Peak discharge = 0.707 cfsStorm frequency = 10 yrsTime to peak  $= 10.10 \, hrs$ Time interval = 2 min Hyd. volume = 28,502 cuft Inflow hyd. No. = 2 - Developed Max. Elevation = 172.70 ftReservoir name = Extended Dry Basin Max. Storage = 14,640 cuft

Storage Indication method used.



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Monday, 04 / 1 / 2019

### Hyd. No. 4

**Extended Dry Basin** 

Hydrograph type Peak discharge = 1.046 cfs= Reservoir Storm frequency = 25 yrsTime to peak = 9.07 hrsTime interval = 2 min Hyd. volume = 35,554 cuft Inflow hyd. No. Max. Elevation = 2 - Developed = 172.84 ft= Extended Dry Basin Reservoir name Max. Storage = 15,537 cuft

Storage Indication method used.

