


Land Use Application

| Project Information | | |
|---|---------------|-------|
| Project Title: | | |
| Brief Description: | | |
| Property Information | | |
| Address: | | |
| Assessor's Map Number and Tax Lots: | | |
| Applicant/Primary Contact | | |
| Name: | Company Name: | |
| Address: | | |
| City: | State: | ZIP: |
| Phone: | Email: | |
| Property Owner | | |
| Name: | | |
| Address: | | |
| City: | State: | ZIP: |
| Phone: | Email: | |
| Property Owner's Signature:  | | Date: |
| <i>(Note: Letter of authorization is required if not signed by owner)</i> | | |
| <p>AS THE PERSON RESPONSIBLE FOR THIS APPLICATION, I HEREBY ACKNOWLEDGE THAT I HAVE READ THIS APPLICATION AND STATE THAT THE INFORMATION IN AND INCLUDED WITH THIS APPLICATION IN ITS ENTIRETY IS CORRECT. I AGREE TO COMPLY WITH ALL APPLICABLE CITY AND COUNTY ORDINANCES AND STATE LAWS REGARDING BUILDING CONSTRUCTION AND LAND USE.</p> | | |
| Applicant's Signature:  | | Date: |

Land Use Application Type:

- | | | |
|--|---|---|
| <input type="checkbox"/> Annexation (ANN) | <input type="checkbox"/> Historic Landmark (HIST) | <input type="checkbox"/> Minor Architectural Review (MAR) |
| <input type="checkbox"/> Architectural Review (AR) | <input type="checkbox"/> Industrial Master Plan (IMP) | <input type="checkbox"/> Minor Variance (MVAR) |
| <input type="checkbox"/> Architectural Review—Single Family (ARSF) | <input type="checkbox"/> Plan Map Amendment (PMA) | <input type="checkbox"/> Sign Variance (SVAR) |
| <input type="checkbox"/> Architectural Review—ADU (ARADU) | <input type="checkbox"/> Plan Text Amendment (PTA) | <input type="checkbox"/> Variance (VAR) |
| <input type="checkbox"/> Conditional Use (CUP) | <input type="checkbox"/> Tree Removal/Review (TCP) | |

| Office Use | | |
|------------|----------------|--------------|
| Case No: | Date Received: | Received by: |
| Fee: | Receipt No: | |

CERTIFICATION OF SIGN POSTING



The applicant must provide and post a sign pursuant to Tualatin Development Code (TDC 32.150). The block around the word "NOTICE" must remain yellow composed of the RGB color values Red 255, Green 255, and Blue 0. A template is available at:

<https://www.tualatinoregon.gov/planning/land-use-application-sign-templates>

NOTE: For larger projects, the Community Development Department may require the posting of additional signs in conspicuous locations.

As the applicant for the 10500 SW MANHASSET DRIVE project,
I hereby certify that on this day, June 14, 2021 sign(s) was/were posted on the subject property in
accordance with the requirements of the Tualatin Development Code and the Community Development Division.

Applicant's Name: William Grimm *(Please Print)*

Applicant's Signature: 

Date: July 6, 2021



Water supply modeling is necessary for larger projects to determine the impact of the project’s water demand on the water supply system. Water supply modeling will be performed by a consulting engineer based on the most recent version of the Tualatin Water System Master Plan.

Due to possible impacts to the water supply system, the following projects in Tualatin require hydraulic modeling based on the size and type of the project and projected water use for the finished project. The outcome of modeling could require offsite improvements to the water supply system in order to ensure that adequate water supply is available to serve the project and reduce impacts to the overall system.

Hydraulic modeling of the water supply system is required for the following project type/sizes/demand:

| Project Type | Criteria | Permit Fee |
|--|--|---------------------|
| Commercial or Industrial Building | Building floor area greater than 48,300 square feet or Anticipated daily water demand greater than 870 gallons per acre per day | \$ 300 per building |
| Residential development | More than 49 dwelling units | \$ 1,000 |
| Multi-family development | More than 49 dwelling units or a combined building floor area greater than 48,300 square feet | \$ 300 per building |

Please complete this form and submit the form and required fee (if applicable) with your land-use application (architectural review, subdivision, etc.).

Commercial or Industrial Development

- Building floor area 44,647 SF square feet
- Anticipated water demand (if known) _____ gallons per day
- Described planned building use new speculative single-story warehouse building

Residential Development

- Number of dwelling units or single family home lots _____

Multi-Family Residential Development

- Number of dwelling units _____
- Building floor area (sum of all building) _____
- Number of multi-family buildings _____

Permit fee required based on the information provided above \$ \$0

- If no fee is required, enter \$0.

NOTE: Water Supply Modeling does not replace the requirement for fire hydrant flow testing. Flow testing of fire hydrants will still be required to verify adequate fire flow of finished system

SENSITIVE AREA PRE-SCREENING SITE ASSESSMENT

Clean Water Services File Number 21-002034

1. **Jurisdiction:** Tualatin

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

Tax lot ID(s): _____
2S122DD00200

OR Site Address: 10500 SW Manhasset Drive

City, State, Zip: Tualatin, OR, 97062

Nearest cross street: SW Manhasset Drive & SW Teton Avenue

3. **Owner Information**

Name: Fred Hines III

Company: Manhasset Industrial LLC

Address: 8625 Evergreen Way Suite 200

City, State, Zip: Everett, Washington, 98208

Phone/fax: _____

Email: hinespcf@aol.com

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

Addition to single family residence (rooms, deck, garage)

Lot line adjustment Minor land partition

Residential condominium Commercial condominium

Residential subdivision Commercial subdivision

Single lot commercial Multi lot commercial

Other Development is a 46,270 sf industrial building

4. **Applicant Information**

Name: Tuan Q. Luu

Company: Mildren Design Group

Address: 4875 SW Griffith Drive Suite 300

City, State, Zip: Beaverton, OR, 97005

Phone/fax: 503-244-0552

Email: tuan@mdgpc.com

6. **Will the project involve any off-site work?** Yes No Unknown

Location and description of off-site work: _____

7. **Additional comments or information that may be needed to understand your project:** _____

The proposed work is a 44,744 square foot development with associated site work.

This application does NOT replace Grading and Erosion Control Permits, Connection Permits, Building Permits, Site Development Permits, DEQ 1200-C Permit or other permits as issued by the Department of Environmental Quality, Department of State Lands and/or Department of the Army COE. All required permits and approvals must be obtained and completed under applicable local, state, and federal law.

By signing this form, the Owner or Owner's authorized agent or representative, acknowledges and agrees that employees of Clean Water Services have authority to enter the project site at all reasonable times for the purpose of inspecting project site conditions and gathering information related to the project site. I certify that I am familiar with the information contained in this document, and to the best of my knowledge and belief, this information is true, complete, and accurate.

Print/type name Tuan Q. Luu

Print/type title Principal

Signature ONLINE SUBMITTAL

Date 7/7/2021

FOR DISTRICT USE ONLY

Sensitive areas potentially exist on site or within 200' of the site. **THE APPLICANT MUST PERFORM A SITE ASSESSMENT PRIOR TO ISSUANCE OF A SERVICE PROVIDER LETTER.** If Sensitive Areas exist on the site or within 200 feet on adjacent properties, a Natural Resources Assessment Report may also be required.

Based on review of the submitted materials and best available information sensitive areas do not appear to exist on site or within 200' of the site. This Sensitive Area Pre-Screening Site Assessment does NOT eliminate the need to evaluate and protect water quality sensitive areas if they are subsequently discovered. This document will serve as your Service Provider Letter as required by Resolution and Order 19-5, Section 3.02.1, as amended by Resolution and Order 19-22. All required permits and approvals must be obtained and completed under applicable local, State and federal law.

Based on review of the submitted materials and best available information the above referenced project will not significantly impact the existing or potentially sensitive area(s) found near the site. This Sensitive Area Pre-Screening Site Assessment does NOT eliminate the need to evaluate and protect additional water quality sensitive areas if they are subsequently discovered. This document will serve as your Service Provider Letter as required by Resolution and Order 19-5, Section 3.02.1, as amended by Resolution and Order 19-22. All required permits and approvals must be obtained and completed under applicable local, state and federal law.

THIS SERVICE PROVIDER LETTER IS NOT VALID UNLESS _____ CWS APPROVED SITE PLAN(S) ARE ATTACHED.

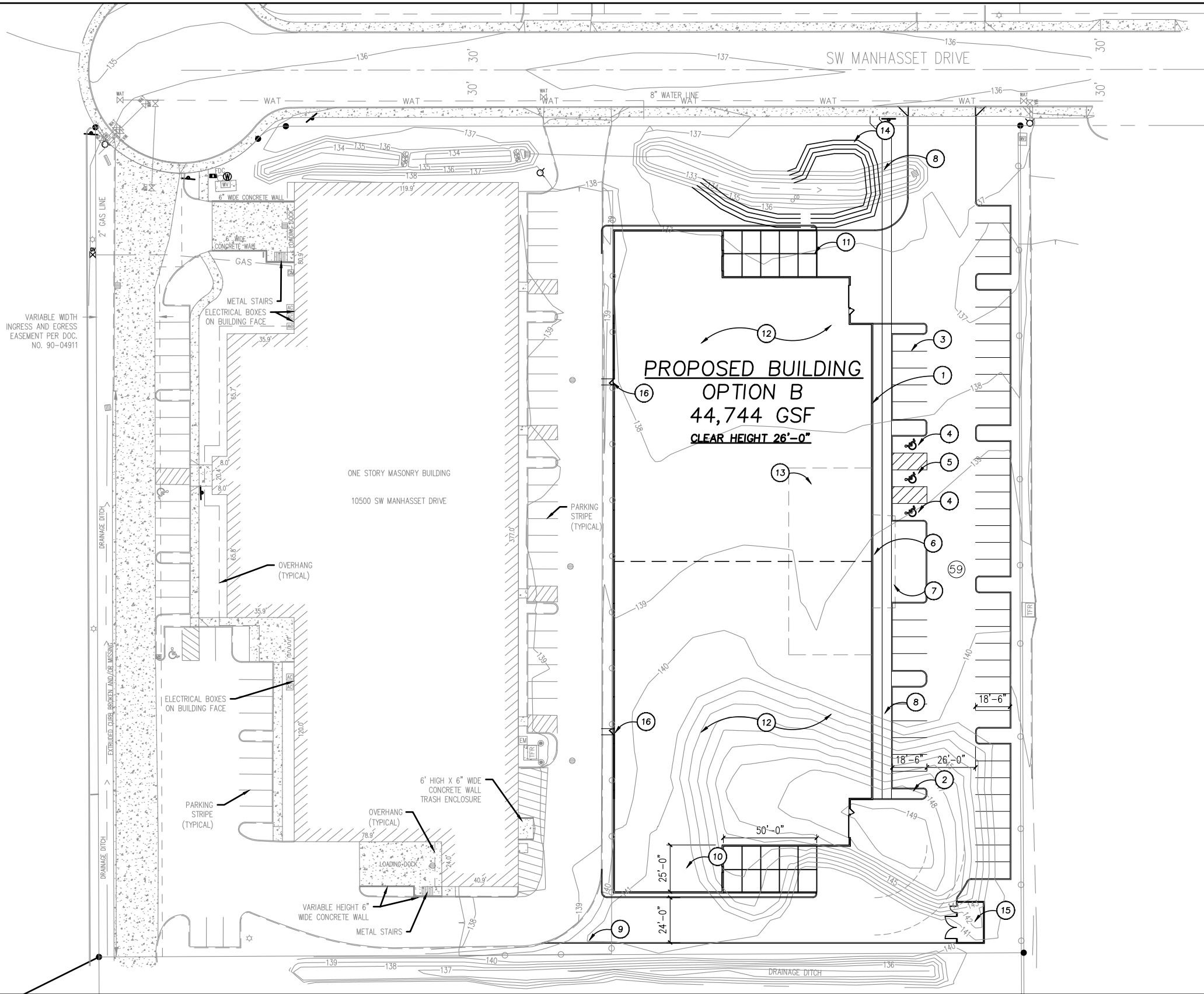
The proposed activity does not meet the definition of development or the lot was platted after 9/9/95 ORS 92.040(2). **NO SITE ASSESSMENT OR SERVICE PROVIDER LETTER IS REQUIRED.**

Reviewed by *Chuck Bushnell*

Date 8/10/21

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

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



VARIABLE WIDTH
INGRESS AND EGRESS
EASEMENT PER DOC.
NO. 90-04911

ONE STORY MASONRY BUILDING
10500 SW MANHASSET DRIVE

**PROPOSED BUILDING
OPTION B
44,744 GSF
CLEAR HEIGHT 26'-0"**

Keynotes

1. NEW CONCRETE TILT BUILDING
2. PARKING LOT LANDSCAPE ISLAND
3. PARKING STALL - 9'-0" x 18'-6"
4. STANDARD ACCESSIBLE PARKING STALL
5. VAN ACCESSIBLE PARKING STALL
6. PRIMARY ENTRANCE
7. ENTRY CANOPY - 12'-0" x 24'-0"
8. NEW 5'-0" WIDE CONCRETE SIDEWALK
9. NEW 6" CAST IN PLACE CONCRETE CURB
10. 48" HIGH LOADING DOCK
11. 24" HIGH LOADING DOCK FOR BOX VAN
12. 26'-0" MINIMUM CLEAR HEIGHT THROUGHOUT
13. POSSIBLE OFFICE / MEZZANINE LOCATION
14. ADJUST DRAINAGE SWALE FOOTPRINT TO MAINTAIN VOLUME REQUIREMENT
15. CONCRETE TRASH ENCLOSURE
16. PEDESTRIAN DOOR

54 TOTAL PARKING SPACES

PRELIMINARY SITE DESIGN - JUNE 2021



13295 Southwest Riddler Road, Wilsonville, OR 97070
o 503-670-0626 f 503-682-9307 republicservices.com

Date August 19, 2021

Tim Allred

Re: Manhasset Ind. LLC
10500 SW Manhasset Dr.
Tualatin, OR 97062

Dear Tim,

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

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

We have reviewed your design plan and determined that the facilities truck ingress and egress and the established site traffic pattern is acceptable for our trucks to navigate the site and access the proposed trash and recycle enclosure. Your proposed trash and recycle enclosure design plan of 12'-1" overall depth and, 28'-6" overall width and, with a clear opening of 21'-8 1/2" is adequate for our equipment placement and truck serviceability. The enclosures West gate with a swing radius of 90 degrees, and the East gate with a 120 degree swing radius will allow clearance for our trucks to service our equipment. The personnel door with a width of 4'-0" will allow clearance for servicing roll carts. Please ensure that all gates are equipped with wind pins that function in the closed and open position.

We appreciate your agreement to eliminate the bollards in front of the enclosure gates. Should you decide to install a bollard to protect the NW corner of the enclosure, please ensure that it does not affect the swing radius of any of the gates and allows clearance for moving roll carts in and out of the personnel gate for servicing.

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

Sincerely,

A handwritten signature in blue ink, appearing to read "Kelly Herrod", with a long, sweeping underline that extends across the signature block.

Kelly Herrod
Operations Supervisor
Republic Services Inc.

4th PROFORMA OWNERS POLICY

THIS IS A PRO FORMA POLICY. IT PROVIDES NO INSURANCE COVERAGE. IT DOES NOT REFLECT THE PRESENT STATE OF TITLE AND IS NOT A COMMITMENT TO (I) INSURE THE TITLE OR (II) ISSUE ANY OF THE ATTACHED ENDORSEMENTS. ANY SUCH COMMITMENT MUST BE AN EXPRESS WRITTEN UNDERTAKING ON APPROPRIATE COMPANY FORMS.

THERE ARE REQUIREMENTS WHICH MUST BE MET BEFORE A FINAL POLICY CAN BE ISSUED IN THE SAME FORM AS THIS PRO-FORMA POLICY. A COMMITMENT TO INSURE SETTING FORTH THESE REQUIREMENTS SHOULD BE OBTAINED FROM THE COMPANY.

SCHEDULE A

Name and Address of Title Insurance Company: **WFG National Title Insurance Company
12909 SW 68th Pkwy., Suite 350, Portland, OR 97223**

File No.: **20-281957** Policy No.: **PROFORMA**

Amount of Insurance: **\$6,575,000.00** Premium: **\$16,909.00**

Address Reference: **10500 SW Manhasset Drive, Tualatin, OR 97062**

Date of Policy: **DATE OF RECORDING AND TIME**

1. Name of Insured:

Manhasset Industrial LLC

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

Fee Simple

3. Title is vested in:

Manhasset Industrial LLC, an Oregon limited liability company

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

See Exhibit "A" attached hereto and made a part hereof

EXHIBIT "A"
LEGAL DESCRIPTION

All that certain real property in the County of Washington, State of Oregon, described as follows:

A parcel of land in the Southeast one-quarter of Section 22, Township 2 South, Range 1 West of the Willamette Meridian, in the City of Tualatin, County of Washington and State of Oregon, described as follows:

Commencing at the Southeast corner of said Section 22; thence North 00°14'51" West along the East line of the Southeast one-quarter of said Section 22, a distance of 931.82 feet to the true point of beginning; thence South 89°45'09" West 494.97 feet to the West line of that parcel conveyed to Edwin H. Fritzler by Deed recorded in Book 872 at page 801 of Washington County Records; thence North 00°14'49" West along said Fritzler West line, 443.50 feet to a point on a 55.00 foot radius curve to the left with a tangent bearing of South 33°32'18" East into the curve at this point, said point being on the South line of SW Manhasset Drive; thence around said 55.00 foot radius curve to the left and along said South line of Manhasset Drive, 100.60 feet to a point on a 20.00 foot radius curve to the right; thence around said 20.00 foot radius curve to the right and along said South line 16.82 feet; thence North 89°51'13" East along said South line 393.14 feet to said East line of the Southeast one-quarter of Section 22; thence South 00°14'51" East along said East line, 442.90 feet to the true point of beginning.

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SCHEDULE B

EXCEPTIONS FROM COVERAGE

File No.: **20-281957**

Policy No: **PROFORMA**

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

1. Drainage Easement Agreement, including the terms and provisions thereof:
 - For : Surface drainage as well as underground drainage by pipes, lines or similar equipment.
 - Between : Carolla E. Fritzler
 - And : Louis Scherzer Partners, L.P.
 - Recorded : February 6, 1989
 - Recording No(s) : [89-05162](#)
 - (Location not disclosed)
2. Declaration of Easement and Maintenance Agreement, including the terms and provisions thereof:
 - For : Ingress and egress
 - Between : Louis Scherzer Partners L.P.
 - And : Axiom Industries, Inc., an Oregon corporation
 - Recorded : January 30, 1990
 - Recording No(s) : [90-04911](#)
 - Affects : the Westerly portion of premises, variable in width
3. Easement, including the terms and provisions thereof:
 - For : Permanent Drainage
 - Granted to : Washington County, a political subdivision of the State of Oregon
 - Recorded : August 9, 1990
 - Recording No(s) : [90-42813](#)
 - Affects : the East 20 feet
4. Easement, including the terms and provisions thereof:
 - For : Storm and Sanitary sewer lines
 - Granted to : Louis Scherzer Partners, L.P. and N.D.S. Investment
 - Recorded : April 29, 1991
 - Recording No(s) : [91021232](#)
 - Affects : the East 20 feet

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5. Easement, including the terms and provisions thereof:
 - For : Public Sanitary Sewer
 - Granted to : City of Tualatin
 - Recorded : November 22, 1991
 - Recording No(s) : [91065135](#)
 - Affects : the East 20 feet

 - And Recorded : November 22, 1991
 - Recording No. : [91065136](#)

6. Easement, including the terms and provisions thereof:
 - For : Water Line
 - Granted to : the City of Tualatin
 - Recorded : February 28, 1992
 - Recording No(s) : [92012796](#)
 - Affects : The Westerly portion of premises variable in width

7. Lease, including the terms and provisions thereof, as evidenced by Memorandum of Lease Agreement:
 - Lessor : Axiom Industries, Inc., an Oregon corporation
 - Lessee : Indian Partners, LLC, a Texas limited liability company dba Griffith Polymers

 - Dated : April 5, 2019
 - Recorded : April 8, 2019
 - Recording No(s) : [2019-020625](#)

8. Encroachment License Agreement, including the terms and provisions thereof:
 - Regarding : Encroaching Fence, Electrical Vault and Transformer
 - Between : Axiom Industries, Inc., an Oregon corporation
 - And : Shocat Inc., an Oregon corporation
 - Recorded : April 23, 2021
 - Recording No(s) : [2021-049427](#)
 - Affects : the Easterly portion of premises - see document for location

9. Trust Deed, including the terms and provisions thereof to secure the amount noted below and other amounts secured thereunder, if any:
 - Grantor : Manhasset Industrial LLC, a Washington limited liability company
 - Trustee : WFG Natinal Title Insurance Company
 - Beneficiary : 350, L.L.C., a Washington limited liability company
 - Dated : June 1, 2021
 - Recorded : TBD
 - Recording No(s) : TBD
 - Amount : \$3,450,000.00

END OF SCHEDULE B

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OWNER'S POLICY OF TITLE INSURANCE
Issued by
WFG NATIONAL TITLE INSURANCE COMPANY
POLICY NUMBER: PROFORMA

ALTA Owner's Policy (06-17-06)

OTIRO No. PO-04

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

COVERED RISKS

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

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from
 - (a) A defect in the Title caused by
 - (i) forgery, fraud, undue influence, duress, incompetence, incapacity, or impersonation;
 - (ii) failure of any person or Entity to have authorized a transfer or conveyance;
 - (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
 - (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
 - (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
 - (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
 - (vii) a defective judicial or administrative proceeding.
 - (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
 - (c) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.

In Witness Whereof, WFG NATIONAL TITLE INSURANCE COMPANY has caused this policy to be signed and sealed by its duly authorized officers as of Date of Policy shown in Schedule A.

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WFG NATIONAL TITLE INSURANCE COMPANY

By: 
Steve Ozonian, President/CEO

ATTEST: 
Joseph V. McCabe, EVP/General Counsel/Secretary



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3. Unmarketable Title.
4. No right of access to and from the Land.
5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (a) the occupancy, use, or enjoyment of the Land;
 - (b) the character, dimensions, or location of any improvement erected on the Land;
 - (c) the subdivision of land; or
 - (d) environmental protectionif a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.
6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.
7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.
9. Title being vested other than as stated in Schedule A or being defective
 - (a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or
 - (b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records
 - (i) to be timely, or
 - (ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

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

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EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (iii) the occupancy, use, or enjoyment of the Land;
 - (iv) the character, dimensions, or location of any improvement erected on the Land;
 - (v) the subdivision of land; or
 - (vi) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (c) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (d) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (e) resulting in no loss or damage to the Insured Claimant;
 - (f) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
 - (g) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (h) a fraudulent conveyance or fraudulent transfer; or
 - (i) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

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CONDITIONS

1. DEFINITION OF TERMS

The following terms when used in this policy mean:

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

2. CONTINUATION OF INSURANCE

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage

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

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

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

4. PROOF OF LOSS

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

5. DEFENSE AND PROSECUTION OF ACTIONS

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

6. DUTY OF INSURED CLAIMANT TO COOPERATE

- (a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligations to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.
- (b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such

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reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

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

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

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

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

8. DETERMINATION AND EXTENT OF LIABILITY

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

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

9. LIMITATION OF LIABILITY

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

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

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

11. LIABILITY NONCUMULATIVE

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

12. PAYMENT OF LOSS

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

13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT

- (a) Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies. If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.
- (b) The Company's right of subrogation includes the rights of the Insured to indemnities, guaranties, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

14. ARBITRATION Intentionally Deleted

15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT

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

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provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.

16. SEVERABILITY

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

17. CHOICE OF LAW; FORUM

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

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

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

18. NOTICES, WHERE SENT

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at 12909 SW 68th Pkwy., Suite 350, Portland, OR 97223. WFG National Title Insurance Company's telephone number is (800) 334-8885. Email address: claims@wfgnationaltitle.com.

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EASEMENT ENDORSEMENT – DAMAGE OR ENFORCED REMOVAL

**Attached to Policy No. PROFORMA
Issued by
WFG National Title Insurance Company**

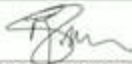
Date: DATE OF RECORDING
Order Reference: **20-281957**
Premium: **\$100.00**

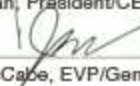
The Company insures against loss or damage sustained by the Insured if the exercise of the granted or reserved rights to use or maintain the easement(s) referred to in Exception(s) 1, 2, 3, 4, 5 and 6 of Schedule B results in:

- 1. damage to an existing building located on the Land, or
- 2. enforced removal or alteration of an existing building located on the Land.

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

WFG NATIONAL TITLE INSURANCE COMPANY

By: 
Steve Ozonian, President/CEO

ATTEST: 
Joseph V. McCabe, EVP/General Counsel/Secretary



**OTIRO Endorsement No. 228-06
Easement Endorsement - Damage or Enforced Removal**

ALTA Endorsement Form No. 28-06 (02/03/10)

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AFFIDAVIT OF MAILING NOTICE

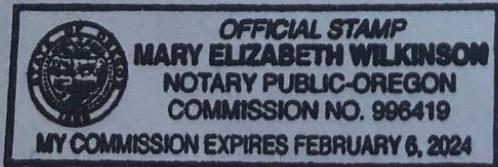
STATE OF OREGON)
) SS
COUNTY OF WASHINGTON)
 Multnomah

I, William A. Grimm being first duly sworn, depose and say:

That on the 21st day of June, 2021, I will serve upon the persons shown on Exhibit "A" (Mailing Area List), attached hereto and by this reference incorporated herein, a copy of the Notice of Neighborhood/Developer Meeting marked Exhibit "B," attached hereto and by this reference incorporated herein, by mailing to them a true and correct copy of the original hereof. I further certify that the addresses shown on said Exhibit "A" are their regular addresses as determined from the books and records of the Washington County and/or Clackamas County Departments of Assessment and Taxation Tax Rolls, and that said envelopes were placed in the United States Mail with postage fully prepared thereon.

William A. Grimm
Signature

SUBSCRIBED AND SWORN to before me this 21st day of June, 2021.



Mary Elizabeth Wilkinson
Notary Public for Oregon
My commission expires: February 6th, 2024

RE: _____

2S122DD00600 ZAMPELL TUALATIN LLC
 2S122DA00200 WETLANDS CONSERVANCY INC
 2S122DA00300 WETLANDS CONSERVANCY INC
 2S123CB00400 WETLANDS CONSERVANCY INC
 2S123CB00600 WETLANDS CONSERVANCY INC
 2S123CB00601 WETLANDS CONSERVANCY INC
 2S123CB00800 WETLANDS CONSERVANCY INC
 2S123CB01600 WETLANDS CONSERVANCY INC
 2S123CB02100 WETLANDS CONSERVANCY INC
 2S123CC01000 WASHINGTON COUNTY FACILITIES MGMT
 2S122D000550 WALGRAEVE GARY & WALGRAEVE RICKY
 2S126B000103 VERSUM MATERIALS US LLC
 2S122DA90021 TUALATIN INDUSTRIAL VENTURES LLC
 2S122DA90041 TUALATIN INDUSTRIAL VENTURES LLC
 2S123CB00401 TETON PROPERTY LLC
 2S123CB02000 TETON INDUSTRIAL PARK LLC
 2S123CC01400 TETON RB LLC
 2S123CC01200 TAYLOR CORP
 2S123CB01400 SW TETON PROPERTIES LLC
 2S123CC00500 SW TETON PROPERTIES LLC
 2S122DD00400 SIDIEL LLC
 2S123CC00600 SHOCAT INC
 2S123CC00700 SHOCAT INC
 2S123CC00800 SHOCAT INC
 2S123CC00900 SHOCAT INC
 2S122DA00500 SEASONAL PRODUCTS LLC
 2S122DA00700 S BENNER HEATHERBRAE LLC & M BENNER HEATHERBRAE LLC
 2S123CC01500 PRAXAIR DISTRIBUTION INC
 2S122DA00900 PACIFIC METAL COMPANY
 2S123CB00100 PACIFIC NUTRITIONAL FOODS
 2S122DD00300 NDH LLC & HOLMES THOMAS L
 2S127AA02100 MUTUAL MATERIALS CO
 2S122DA00100 METRO
 2S122DA01000 MANHASSET BUSINESS CENTER OWNERS ASSOC
 2S122DA01100 MANHASSET BUSINESS CENTER OWNERS ASSOC
 2S122DA01200 MANHASSET BUSINESS CENTER OWNERS ASSOC
 2S122DA01300 MANHASSET BUSINESS CENTER OWNERS ASSOC
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 2S122DA01700 MANHASSET BUSINESS CENTER OWNERS ASSOC
 2S122DA01800 MANHASSET BUSINESS CENTER OWNERS ASSOC
 2S122DA01900 MANHASSET BUSINESS CENTER OWNERS ASSOC
 2S122DA90000 MANHASSET DRIVE INDUSTRIAL CONDO OWNERS OF ALL UNITS
 2S123CB01200 LP 560 LLC
 2S122DA90011 LIC LLC
 2S123CB01001 LBJ LLC
 2S127AA02000 LAKESIDE LUMBER INC
 2S123CC01100 HFF TUAL LLC
 2S123CB01700 GNT LEASING LLC
 2S123CB01100 FULBRIGHT DEVELOPMENT LLC
 2S122DA00600 EVE LAND INVESTMENTS LLC
 2S123CB00900 ELSINORE DEVELOPMENT GROUP LLC
 2S123CC01401 D&J PROPERTY INVESTMENT LLC
 2S122DA90031 CJO PROPERTIES LLC

[REDACTED]

[REDACTED]

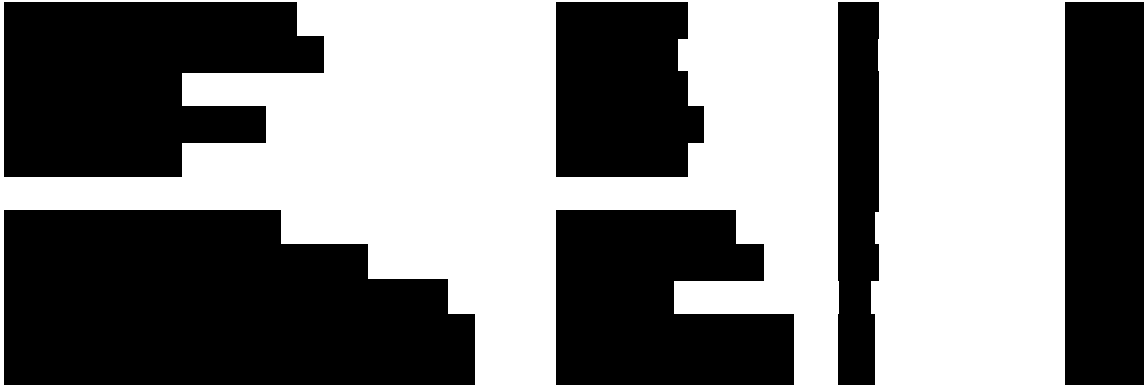
[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

| | |
|--------------|---|
| 2S123CB00200 | CJD HOLDINGS LLC |
| 2S122DD00100 | BT PROPERTY LLC |
| 2S122DA00400 | BC CALKIN LLC |
| 2S123CB01500 | BAKER GROUP NORTHWEST LLC |
| 2S122DD00200 | AXIOM INDUSTRIES INC |
| 2S127AA90000 | ARLINGTON COMMONS AT TUALATIN OWNER OF ALL LOTS |
| 2S126B000105 | AIRGAS USA LLC |
| 2S123CB01000 | 19305 SW TETON LLC |
| 2S122DD00500 | 1701 NW 14TH LLC |
| 2S122D000600 | 112TH & MYSLONY JPMJD/USICV LLC |
| 2S122D000900 | 112TH & MYSLONY JPMJD/USICV LLC |



JUNE 21, 2021

RE: Development of 10500 SW Manhasset Drive in Tualatin, Oregon

Dear Property Owner:

You are cordially invited to attend a virtual meeting on Tuesday, July 6th, 2021 at 6:30pm. Please join my meeting from your computer, tablet or smartphone using the following link:

<https://global.gotomeeting.com/join/200707541>

You can also dial in using your phone.

United States: +1 (872) 240-3412

Access Code: 200-707-541

This virtual meeting shall be held using GoTo Meeting to discuss a proposed project located at 10500 SW Manhasset Drive. The proposal is to build a speculative 45,000 sf building on the western half and vacant land on the East.

The following web link will be a resource for you to view materials to be presented during the virtual meeting. Such materials will be available two days prior to the meeting and 10 days after the meeting concludes.

<https://www.firstfortyfeet.com/tualatin>

This is an informational meeting to share the development proposal with interested neighbors. You will have the opportunity to review preliminary plans and identify topics of interest or consideration. Feel free to contact me with any questions or commentary.

Regards,



William Grimm
First Forty Feet LLC
Portland, Oregon
will@firstfortyfeet.com

cc: planning@tualatin.gov; Tualatin Community Development Department

CERTIFICATION OF SIGN POSTING



In addition to the requirements of TDC 32.150, the 18" x 24" sign must display the meeting date, time, and address as well as a contact phone number. The block around the word "NOTICE" must remain **orange** composed of the **RGB color values Red 254, Green 127, and Blue 0**. A PowerPoint template of this sign is available at: <https://www.tualatinoregon.gov/planning/land-use-application-sign-templates>.

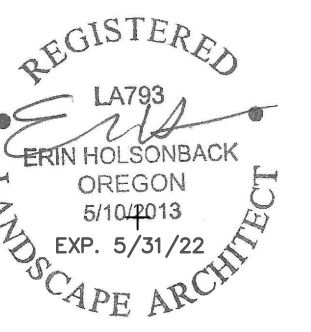
As the applicant for the 10500 MANHASSET DRIVE project, I hereby certify that on this day, 6/22/2021 sign(s) was/were posted on the subject property in accordance with the requirements of the Tualatin Development Code and the Community Development Division.

Applicant's Name: WILL GRIMM, PRINCIPAL, FIRST FORTY FEET

(Please Print)

Applicant's Signature: 

Date: 6/22/2021



OTTEN + ASSOCIATES
LANDSCAPE ARCHITECTURE

3933 South Kelly Avenue, Suite B
Portland, OR, 97239
(503) 972-0311
www.ottenla.com

Client/ Owner:

MANHASSET INDUSTRIAL LLC

8625 EVERGREEN WAY
STE. 200
EVERETT, WA 98208

Project:

MANHASSET INDUSTRIAL

10500 SW MANHASSET DRIVE - SITE B
TUALATIN, OR

Sheet Title:

TREE PLAN

Revisions:

| # | Description | Date |
|---|-------------|------|
|---|-------------|------|

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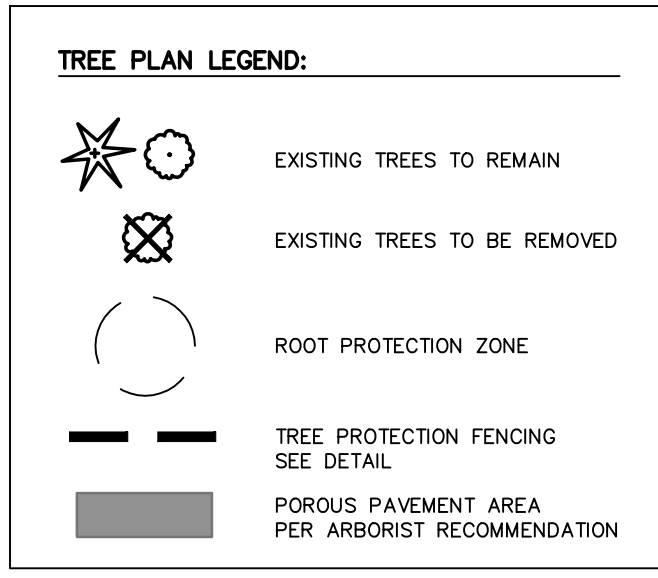
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Date: 9/8/2021

Drawn by: EEH Checked by: EEH

Job Number: 121067

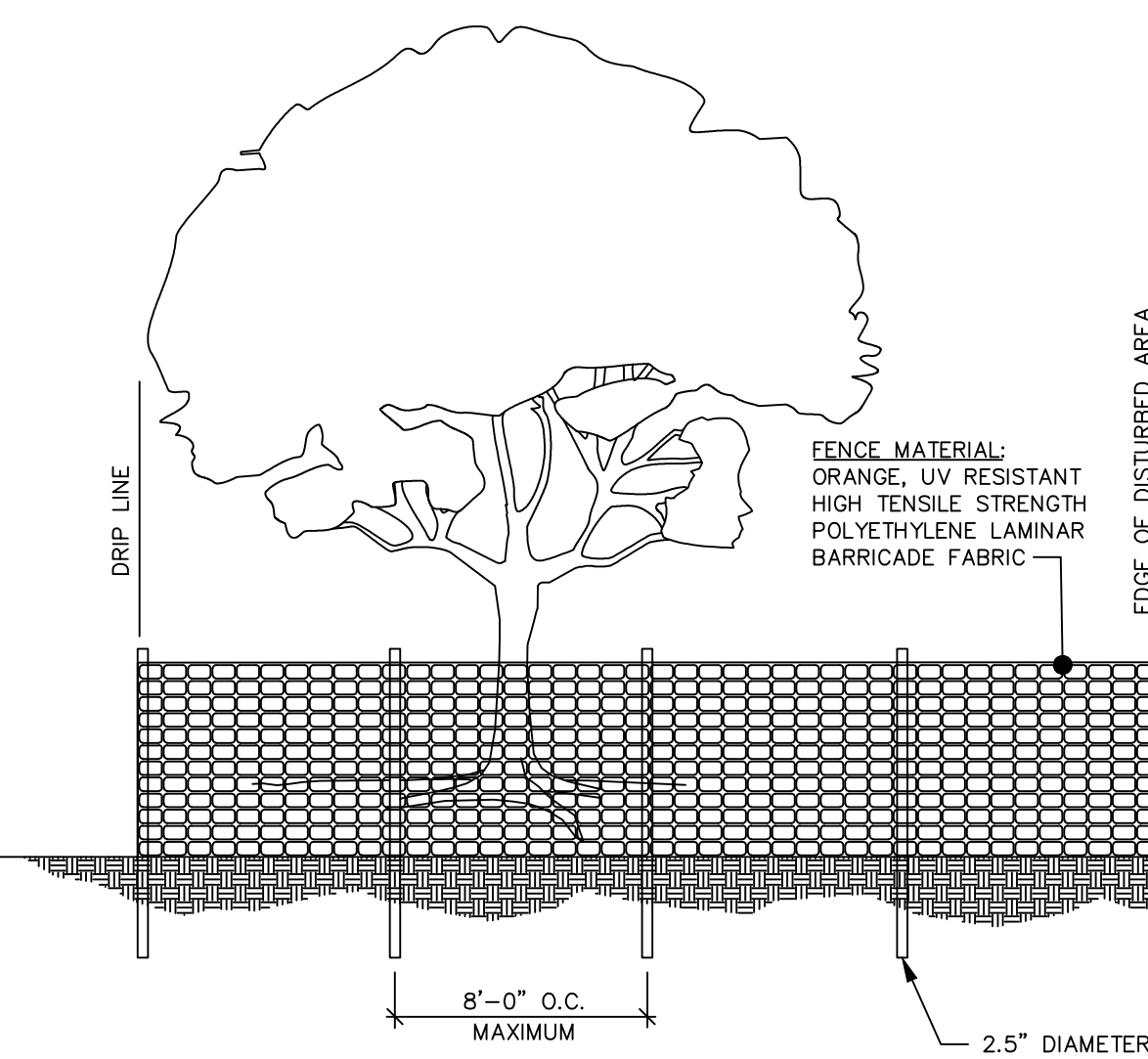
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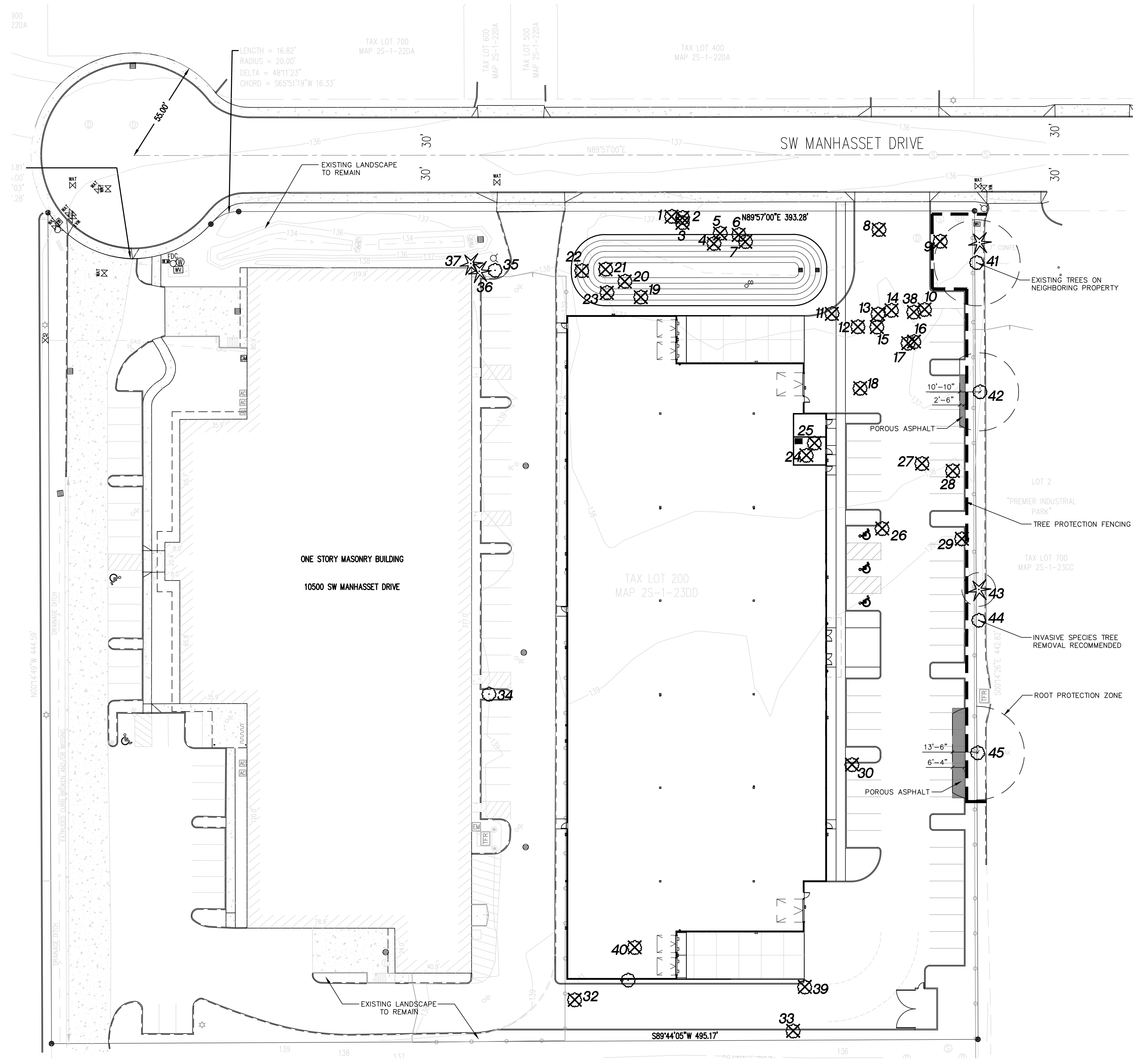
| Manhassett Industrial Tree Inventory | | | | | | |
|--------------------------------------|-------------------|-----------------------------|------------------|------------------------|------------------------|--|
| Tree # | Common | Scientific | DBH ¹ | Condition ² | Structure ² | Comments |
| 1 | Oregon white oak | Quercus garryana | 18 | Good | Fair | No central leader |
| 2 | Oregon white oak | Quercus garryana | 18, 15 | Good | Fair | Co-dominant stem with included bark |
| 3 | Oregon white oak | Quercus garryana | 10 | Good | Fair | No central leader |
| 4 | Oregon white oak | Quercus garryana | 12 | Good | Fair | No central leader |
| 5 | Oregon white oak | Quercus garryana | 22 | Good | Fair | Co-dominant stem with included bark |
| 6 | Oregon white oak | Quercus garryana | 26 | Fair | Fair | Multiple bark inclusions, dbh measured below the split |
| 7 | Oregon white oak | Quercus garryana | 21 | Good | Good | |
| 8 | Oregon white oak | Quercus garryana | 32 | Good | Good | |
| 9 | black cottonwood | Populus trichocarpa | 17 | Good | Good | |
| 10 | Oregon white oak | Quercus garryana | 30 | Good | Fair | Multiple bark inclusions, DBH measured below the split |
| 11 | Oregon ash | Fraxinus latifolia | 9 | Fair | Good | Thin crown |
| 12 | Oregon white oak | Quercus garryana | 34 | Good | Fair | Co-dominant stem with bark inclusion, DBH measured below the split |
| 13 | Oregon white oak | Quercus garryana | 10 | Good | Fair | Slight lean |
| 14 | Oregon white oak | Quercus garryana | 19 | Good | Good | |
| 15 | Oregon white oak | Quercus garryana | 15 | Good | Fair | Co-dominant stems with included bark |
| 16 | Oregon white oak | Quercus garryana | 21 | Good | Fair | Multiple bark inclusions |
| 17 | Oregon white oak | Quercus garryana | 29 | Good | Fair | Co-dominant stem with included bark |
| 18 | Oregon ash | Fraxinus latifolia | 14 | Good | Good | |
| 19 | armstrong maple | Acer rubrum 'Armstrong' | 7 | Good | Fair | Multiple bark inclusions |
| 20 | armstrong maple | Acer rubrum 'Armstrong' | 8 | Good | Fair | Multiple bark inclusions |
| 21 | armstrong maple | Acer rubrum 'Armstrong' | 7 | Fair | Poor | Multiple bark inclusions, adventitious sprouting |
| 22 | armstrong maple | Acer rubrum 'Armstrong' | 9 | Good | Fair | Multiple bark inclusions |
| 23 | armstrong maple | Acer rubrum 'Armstrong' | 8 | Good | Fair | Multiple bark inclusions |
| 24 | Oregon white oak | Quercus garryana | 35 | Good | Good | |
| 25 | Oregon ash | Fraxinus latifolia | 8 | Good | Fair | Slight lean |
| 26 | Oregon white oak | Quercus garryana | 36 | Good | Fair | Large broken limbs |
| 27 | Oregon white oak | Quercus garryana | 13 | Good | Good | |
| 28 | black cottonwood | Populus trichocarpa | 25 | Fair | Poor | Co-dominant stem with bark inclusion, DBH measured below the split |
| 29 | black cottonwood | Populus trichocarpa | 25 | Good | Good | |
| 30 | Oregon white oak | Quercus garryana | 34 | Good | Fair | Heavily loaded to one side |
| 31 | armstrong maple | Acer rubrum 'Armstrong' | 6 | Fair | Poor | Multiple stems |
| 32 | Oregon white oak | Quercus garryana | 44, 25 | Good | Fair | Multiple bark inclusions |
| 33 | Oregon white oak | Quercus garryana | 57 | Good | Fair | Multiple stems with bark inclusions |
| 34 | raywood ash | Fraxinus oxycarpa 'Raywood' | 8 | Good | Fair | Multiple bark inclusions |
| 35 | raywood ash | Fraxinus oxycarpa 'Raywood' | 13 | Good | Fair | Over-extended limbs |
| 36 | western red cedar | Thuja plicata | 11 | Fair | Good | Thin crown |
| 37 | western red cedar | Thuja plicata | 12 | Fair | Fair | Thin crown, limited rooting volume |
| 38 | English hawthorn | Crataegus monogyna | 9 | Fair | Fair | Unconventional growth pattern, in the shade of the larger trees |
| 39 | Oregon white oak | Quercus garryana | 34 | Good | Fair | Interior decay, woodpecker holes |
| 40 | armstrong maple | Acer rubrum 'Armstrong' | 6 | Fair | Fair | Multiple stems, thin crown |
| 41 | Oregon white oak | Quercus garryana | 23 | Good | Fair | Multiple bark inclusions |
| 42 | Oregon white oak | Quercus garryana | 20 | Good | Good | |
| 43 | western red cedar | Thuja plicata | 9 | Good | Good | Stem canker on upper stem |
| 44 | English hawthorn | Crataegus monogyna | 14, 12 | Poor | Poor | Broken top, co-dominant stem |
| 45 | Oregon white oak | Quercus garryana | 25 | Very Poor | Very Poor | Large stem canker from 10 to 20-feet high |

DBH¹ - tree diameter measured at 4.5 ft above the soil grade, or according to local municipal code. Diameter is rounded down to the nearest whole number.
Condition² & Structure² - ratings range from dead, very poor, poor, fair, to good.

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

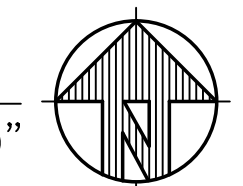


TREE PROTECTION FENCING
N.T.S



TREE PLAN

SCALE 1" = 30'-0"





Place Strategy
Community Planning
Urban Design

1716 SE 29th Ave
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c: 802-595-9448
www.firstfortyfeet.com

June 6, 2021

VIRTUAL NEIGHBORHOOD/DEVELOPER MEETING

Project:

Development Proposal
10500 SW Manhasset Drive, City of Tualatin

Wednesday, July 6, 2021 6:30p-7:30p

Hosted by:

Tuan Luu, Principal, Mildren Design Group
Fred Hines III, Project Developer, PCRFE
Rhys Konrad, Project Developer
Michael Bernatz, Project Developer Partner, NW Veterinary
Will Grimm, Planning Consultant, First Forty Feet

Attendee List

The meeting was not attended.