

## Land Use Application

**Project Information**

Project Title: **Pacific Cross Building**  
 Brief Description: **New 18,000 square feet pre-engineered metal building, loading dock, overhead doors at ground level, 1,800 square feet office space and restrooms and a new driveway access**


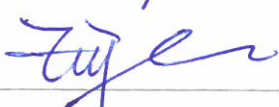
**Property Information**

Address: **18350 SW 126th Pl Tualatin, OR 97062**  
 Assessor's Map Number and Tax Lot(s): **2S121A 003700**

**Applicant/Primary Contact**

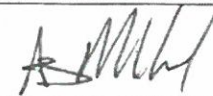
Name: <b>AJ Michaud</b>	Company Name: <b>RA Gray Construction</b>	
Address: <b>PO Box 1000</b>		
City: <b>Sherwood</b>	State: <b>OR</b>	ZIP: <b>97140</b>
Phone: <b>503-692-4675</b>	Email: <b>ajmichaud@ragrayconst.com</b>	

**Property Owner**

Name: <b>Yu Xu / Zige Han</b>		
Address: <b>10955 SW Naevic St., Tigard</b>		
City: <b>Tigard</b>	State: <b>OR</b>	ZIP: <b>97224</b>
Phone: <b>(971) 244-2073</b>	Email: <b>xuyub2@hotmail.com</b>	
Property Owner's Signature: 		Date: <b>1/10/2023</b>

(Note: Letter of authorization is required if not signed by owner)

**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.**

Applicant's Signature: 	Date: <b>1/9/23</b>
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**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)    | <input type="checkbox"/> Other _____                      |

**Office Use**

Case No:	Date Received:	Received by:
Fee:	Receipt No:	

**Exhibit “E”**  
**Service Provider Letters**



13295 Southwest Ridder Road, Wilsonville, OR 97070  
650.5370.0126 | 503.537.9307 | republicservices.com

January 9, 2023

AJ Michaud  
RA Gray Construction

Re: Pacific Cross  
18350 SW 126<sup>th</sup> Place  
Tualatin, OR 97062

Dear AJ,

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

The proposed truck entrance and exit from SW 126<sup>th</sup> Place at the Northwest corner of the property, with clockwise truck traffic pattern is adequate for our trucks to navigate the property. The trash/recycle enclosure with dimensions of 12'Ft. deep x 22'Ft. wide, double gates that open 180 degrees and include wind pins to secure the gates in the open and closed positions is adequate for two 3-yard trash and recycle receptacles. Modifications to the original plans will enable full range of the gates to open and increase the free width of the enclosure opening, this includes moving the two bollards to the side of the enclosure walls and re-positioning the gate posts to the endcap of each enclosure wall. Optional six days per week trash and five days per week recycle collection is available for this site.

Thanks AJ, 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", written over a blue horizontal line.

Kelly Herrod  
Operations Supervisor  
Republic Services Inc.



# FIRE CODE / LAND USE / BUILDING REVIEW APPLICATION

**North Operating Center**  
11945 SW 70<sup>th</sup> Avenue  
Tigard, OR 97223  
Phone: 503-649-8577

**South Operating Center**  
8445 SW Elligsen Rd  
Wilsonville, OR 97070  
Phone: 503-649-8577

REV 6-30-20

### Project Information

Applicant Name: AS MICHAUD - RA GRAY  
Address: PO BOX 1000 SHERWOOD, OR 97140  
Phone: 503-692-4675  
Email: ajmichauderagrayconst.com  
Site Address: 18350 SW 126<sup>th</sup> PL  
City: TUALATIN, OR  
Map & Tax Lot #: 3700 2S121A  
Business Name: PACIFIC CROSS  
Land Use/Building Jurisdiction: TUALATIN  
Land Use/ Building Permit # TSD

Choose from: Beaverton, Tigard, Newberg, Tualatin, North Plains, West Linn, Wilsonville, Sherwood, Rivergrove, Durham, King City, Washington County, Clackamas County, Multnomah County, Yamhill County

### Project Description

NEW 16,400 SF METAL BLDG  
+ SITE WORK FOR PARKING  
W/STORAGE YARD

### Permit/Review Type (check one):

- Land Use / Building Review - Service Provider Permit
- Emergency Radio Responder Coverage Install/Test
- LPG Tank (Greater than 2,000 gallons)
- Flammable or Combustible Liquid Tank Installation (Greater than 1,000 gallons)
  - \* Exception: Underground Storage Tanks (UST) are deferred to DEQ for regulation.
- Explosives Blasting (Blasting plan is required)
- Exterior Toxic, Pyrophoric or Corrosive Gas Installation (in excess of 810 cu.ft.)
- Tents or Temporary Membrane Structures (in excess of 10,000 square feet)
- Temporary Haunted House or similar
- OLCC Cannabis Extraction License Review
- Ceremonial Fire or Bonfire (For gathering, ceremony or other assembly)

### For Fire Marshal's Office Use Only

TVFR Permit # 2022 - 0128  
Permit Type: SPP  
Submittal Date: 10/20/22  
Assigned To: DARBY  
Due Date: 10/20/22  
Fees Due: \_\_\_\_\_  
Fees Paid: \_\_\_\_\_

### Approval/Inspection Conditions (For Fire Marshal's Office Use Only)

#### This section is for application approval only

[Signature] 10/20/22  
Fire Marshal or Designee Date

Conditions:

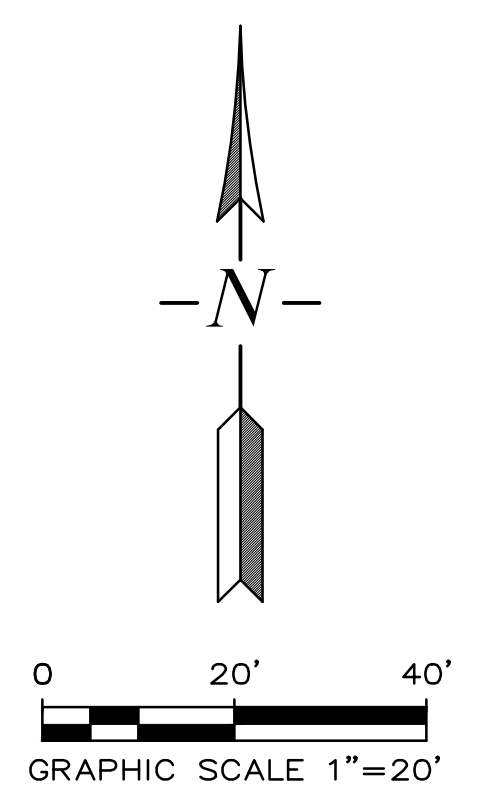
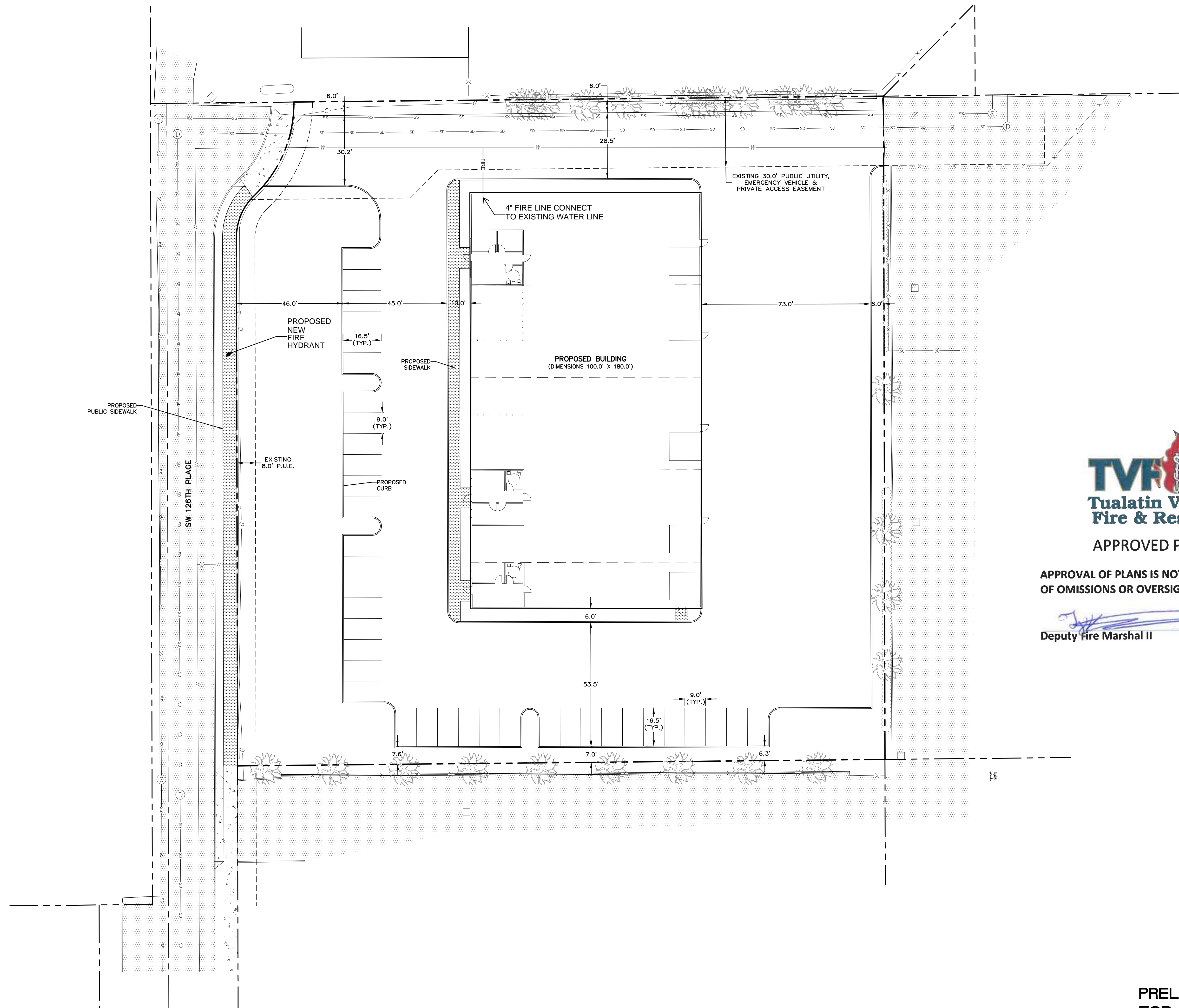
See Attached Conditions:  Yes  No

Site Inspection Required:  Yes  No

#### This section used when site inspection is required

Inspection Comments:

Final TVFR Approval Signature & Emp ID Date



APPROVED PLANS

APPROVAL OF PLANS IS NOT AN APPROVAL OF OMISSIONS OR OVERSIGHTS.

*[Signature]*  
Deputy Fire Marshal II

REVISIONS	BY

**PACIFIC CROSS**  
RA GRAY CONSTRUCTION

Preliminary Site Plan

**SISUL ENGINEERING**  
376 PORTLAND AVENUE  
GLADSTONE, OREGON 97027  
(503) 657-0188  
DRAWING: 22-040 Site Plan

DATE	SEPT. 2022
SCALE	NOTED
DRAWN	DJ
JOB	SGL 22-040
SHEET	

PRELIMINARY NOT FOR CONSTRUCTION

OF 5 SHEETS

# SENSITIVE AREA PRE-SCREENING SITE ASSESSMENT

Clean Water Services File Number

- 1. Jurisdiction:** \_\_\_\_\_
- 2. Property Information** (example: 1S234AB01400)  
 Tax lot ID(s): \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_
- OR Site Address:** \_\_\_\_\_  
 City, State, Zip: \_\_\_\_\_  
 Nearest cross street: \_\_\_\_\_
- 3. Owner Information**  
 Name: \_\_\_\_\_  
 Company: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City, State, Zip: \_\_\_\_\_  
 Phone/fax: \_\_\_\_\_  
 Email: \_\_\_\_\_
- 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 \_\_\_\_\_
- 4. Applicant Information**  
 Name: \_\_\_\_\_  
 Company: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City, State, Zip: \_\_\_\_\_  
 Phone/fax: \_\_\_\_\_  
 Email: \_\_\_\_\_
- 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:** \_\_\_\_\_

**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 \_\_\_\_\_ Print/type title \_\_\_\_\_  
 Signature [ONLINE SUBMITTAL](#) \_\_\_\_\_ Date \_\_\_\_\_

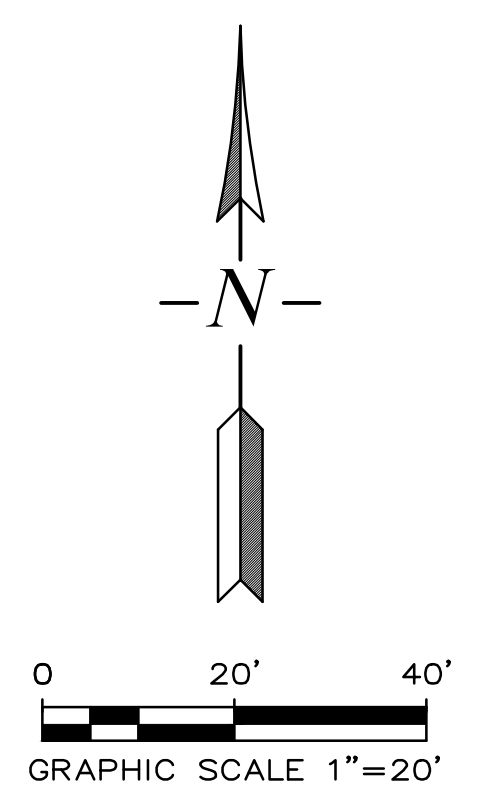
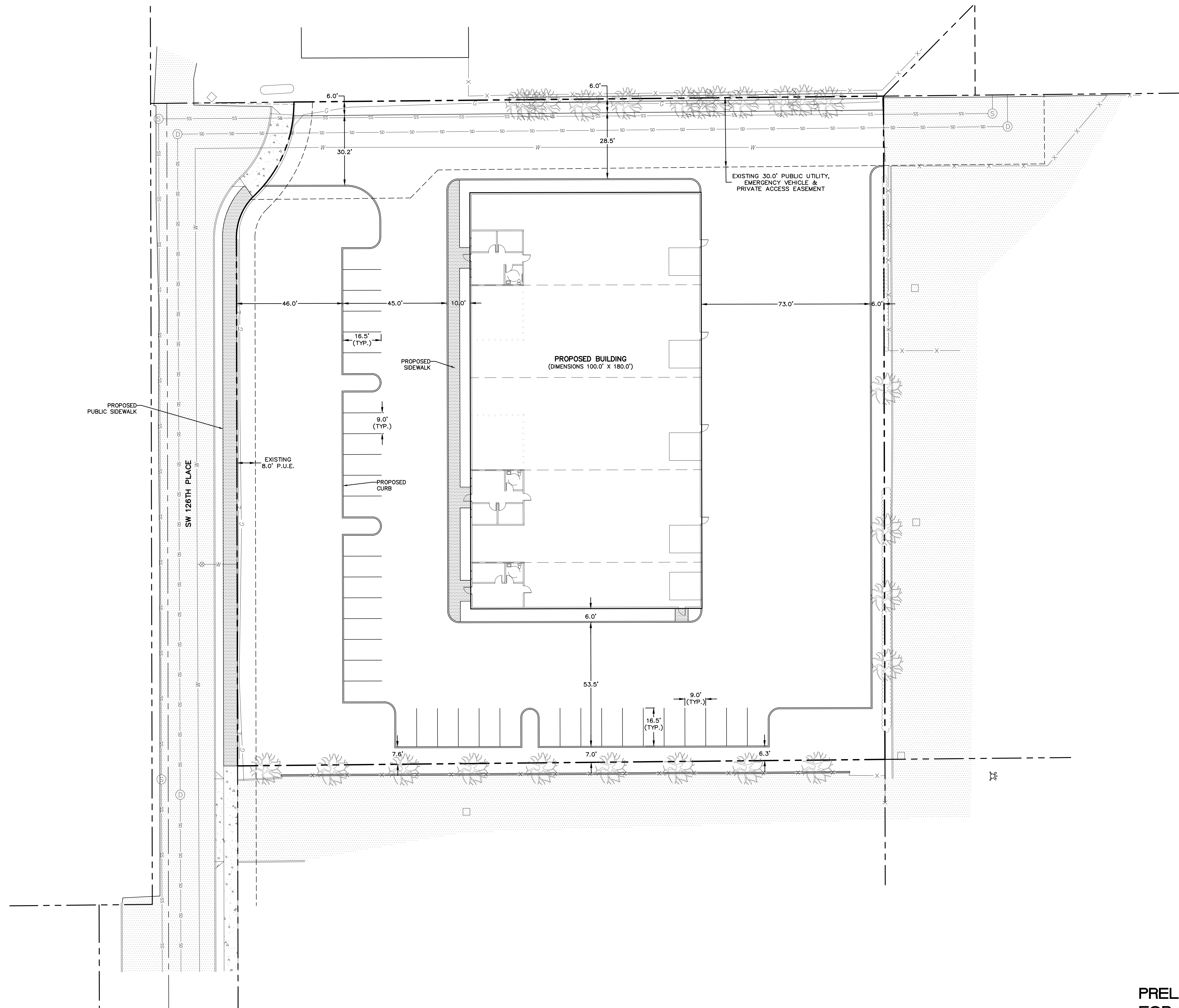
## FOR DISTRICT USE ONLY

- 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 Mila Gonzalez Lima Date \_\_\_\_\_

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

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



REVISIONS	BY

**PACIFIC CROSS**  
RA GRAY CONSTRUCTION

Preliminary Site Plan

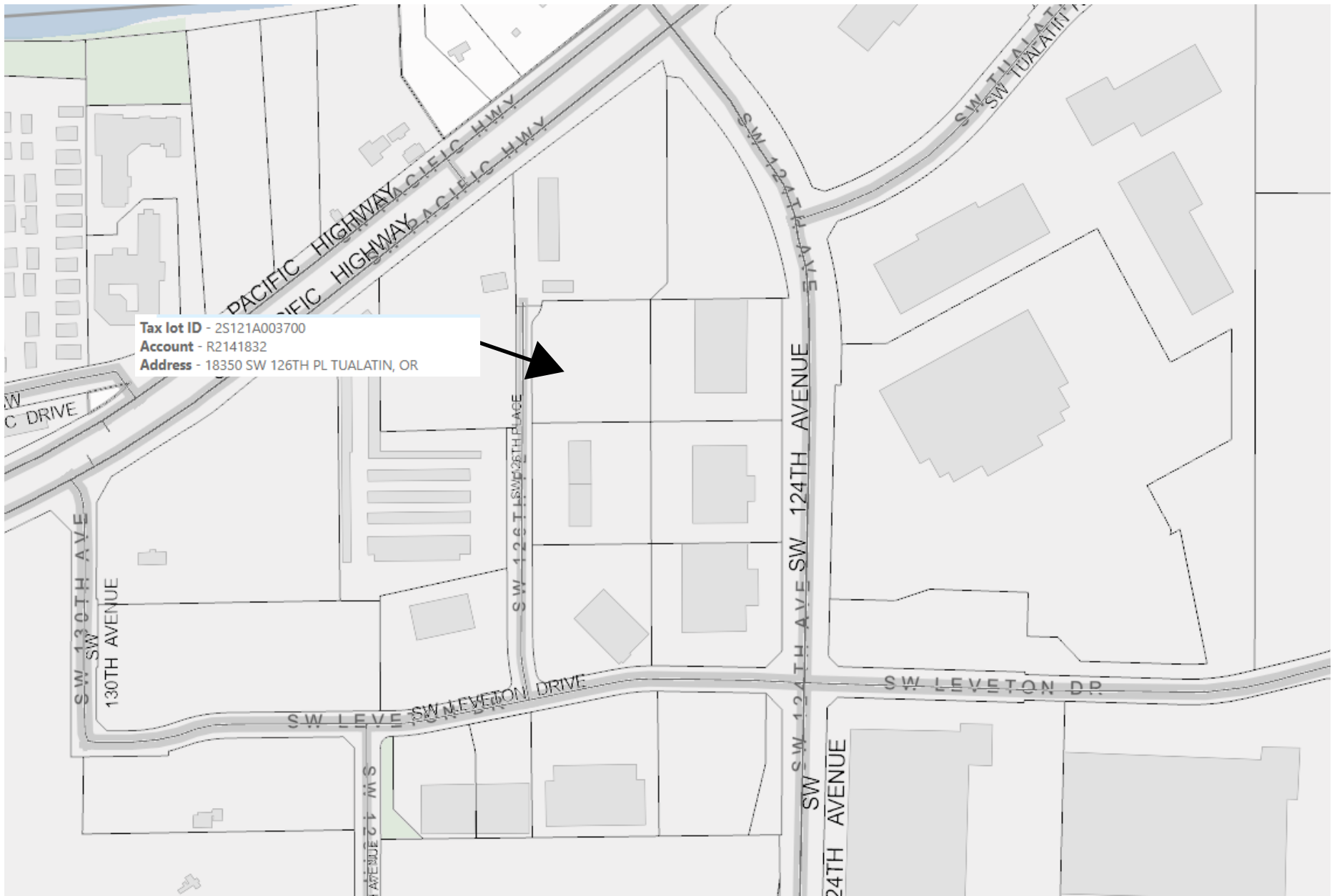
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DRAWING: 22-040 Site Plan

DATE	SEPT. 2022
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JOB	SGL 22-040
SHEET	2

PRELIMINARY NOT  
FOR CONSTRUCTION

**Exhibit "F"**  
**Title Report and Tax Map**





Tax lot ID - 2S121A003700  
Account - R2141832  
Address - 18350 SW 126TH PL TUALATIN, OR



*First American*

## Owner's Policy of Title Insurance

ISSUED BY

**First American Title Insurance Company**

POLICY NUMBER

**5011400-2612281**

# Owner's Policy

**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, **FIRST AMERICAN TITLE INSURANCE COMPANY**, a Nebraska 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, incompetency, 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.
3. Unmarketable Title.
4. No right of access to and from the Land.

**(Covered Risks Continued on Page 2)**

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In Witness Whereof, First American Title Insurance Company has caused its corporate name to be hereunto affixed by its authorized officers as of Date of Policy shown in Schedule A.

### **First American Title Insurance Company**

Dennis J. Gilmore  
President

Jeffrey S. Robinson  
Secretary

(This Policy is valid only when Schedules A and B are attached)

[This Jacket was created electronically and constitutes an original document](#)

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## COVERED RISKS (Continued)

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.

## 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
  - (i) the occupancy, use, or enjoyment of the Land;
  - (ii) the character, dimensions, or location of any improvement erected on the Land;
  - (iii) the subdivision of land; or
  - (iv) 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
  - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
  - (b) 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;
- (c) resulting in no loss or damage to the Insured Claimant;
- (d) 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
- (e) 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
  - (a) a fraudulent conveyance or fraudulent transfer; or
  - (b) 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.

## 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 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.

## CONDITIONS (Continued)

- (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 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.

## CONDITIONS (Continued)

### 9. LIMITATION OF LIABILITY

- (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

Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title

Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured. All arbitrable matters when the Amount of Insurance is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.

### 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 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 **First American Title Insurance Company, Attn: Claims National Intake Center, 1 First American Way; Santa Ana, CA 92707. Phone: 888-632-1642.**



*First American*

# Schedule A

## Owner's Policy of Title Insurance

ISSUED BY

**First American Title Insurance Company**

POLICY NUMBER

**2612281**

Name and Address of Title Insurance Company:

**First American Title Insurance Company, 1 First American Way, Santa Ana, CA 92707.**

File No.: 7072-2612281

Address Reference: 18350 SW 126th Place, Tualatin, OR 97062      Amount of Insurance: \$355,000.00

Premium: \$1,060.00

Date of Policy: April 22, 2016 at 11:53 a.m.

1. Name of Insured:

Yu Xu and Ziye Han, as tenants by the entirety

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

Fee Simple

3. Title is vested in:

Yu Xu and Ziye Han, as tenants by the entirety

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

LOT 5, LEVETON COMMONS NO. 2, IN THE CITY OF TUALATIN, COUNTY OF WASHINGTON,  
STATE OF OREGON.



*First American*

# Schedule B

## Owner's Policy of Title Insurance

ISSUED BY

**First American Title Insurance Company**

POLICY NUMBER

**2612281**

### **EXCEPTIONS FROM COVERAGE**

File No.: 7072-2612281

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. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records; proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the land or by making inquiry of persons in possession thereof.
3. Easements, or claims of easement, not shown by the public records; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
4. Any encroachment (of existing improvements located on the subject land onto adjoining land or of existing improvements located on adjoining land onto the subject land), encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the subject land.
5. Any lien, or right to a lien, for services, labor, material, equipment rental or workers compensation heretofore or hereafter furnished, imposed by law and not shown by the public records.

This exception (#5) is hereby waived without additional cost in accordance with the provisions of the Oregon Title Insurance Rating Manual provision 5.001 A 5 PROVIDED a Lender has been issued a simultaneous title insurance policy on the subject property and to the extent this exception has been eliminated or modified on said Lender's policy.

6. Statutory powers and assessments of Clean Water Services.
7. Covenants, conditions, restrictions and/or easements; but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, family status, or national origin to the extent such covenants, conditions or restrictions violate Title 42, Section 3604(c), of the United States Codes:  
Recording Information: September 20, 1951 as Book 325, Page 57
8. Restrictions shown on the recorded plat/partition.
9. Easement on the recorded plat/partition as follows: "There shall be an 8.0 foot wide public utility easement along the frontage of all lots and tracts as shown and noted."



10. Easement on the recorded plat/partition as follows: Lot 5 is subject to an easement of variable width, as shown, for the purpose of public utilities, emergency vehicle access and access benefiting Lot 4 of this plat and Lot 2 of Leveton Business Campus.



**First American**

*First American Title Company of Oregon*

121 SW Morrison St, FL 3

Portland, OR 97204

Phn - (503)222-3651 (800)929-3651

Fax - (877)242-3513

Order No.: 7072-2612281

March 10, 2016

**FOR QUESTIONS REGARDING YOUR CLOSING, PLEASE CONTACT:**

**DEBBIE CHASE**, Escrow Officer/Closer

Phone: (503)659-0069 - Fax: (866)902-9870- Email:dchase@firstam.com

First American Title Company of Oregon

9200 SE Sunnybrook Blvd., Ste 400, Clackamas, OR 97015

**FOR ALL QUESTIONS REGARDING THIS PRELIMINARY REPORT, PLEASE CONTACT:**

**Edmund Salvati**, Title Officer

Toll Free: (800)929-3651 - Direct: (503)790-7867 - Email: esalvati@firstam.com

**Preliminary Title Report**

**County Tax Roll Situs Address:** 18350 SW 126th Place, Tualatin, OR 97062

**Proposed Insured Lender:** TBD

**Proposed Borrower:** Yu Xu

2006 ALTA Owners Standard Coverage	Liability \$	360,000.00	Premium \$	1,070.00
2006 ALTA Owners Extended Coverage	Liability \$		Premium \$	
2006 ALTA Lenders Standard Coverage	Liability \$		Premium \$	
2006 ALTA Lenders Extended Coverage	Liability \$	TBD	Premium \$	TBD
Endorsement 9, 22 & 8.1			Premium \$	100.00
Govt Service Charge			Cost \$	25.00
City Lien/Service District Search			Cost \$	
Other			Cost \$	

We are prepared to issue Title Insurance Policy or Policies of First American Title Insurance Company, a Nebraska Corporation in the form and amount shown above, insuring title to the following described land:

LOT 5, LEVETON COMMONS NO. 2, IN THE CITY OF TUALATIN, COUNTY OF WASHINGTON,  
STATE OF OREGON.

and as of February 26, 2016 at 8:00 a.m., title to the fee simple estate is vested in:

Maranatha Volunteers International Foundation, Inc.

Subject to the exceptions, exclusions, and stipulations which are ordinarily part of such Policy form and the following:

This report is for the exclusive use of the parties herein shown and is preliminary to the issuance of a title insurance policy and shall become void unless a policy is issued, and the full premium paid.

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records; proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the land or by making inquiry of persons in possession thereof.
3. Easements, or claims of easement, not shown by the public records; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
4. Any encroachment (of existing improvements located on the subject land onto adjoining land or of existing improvements located on adjoining land onto the subject land), encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the subject land.
5. Any lien, or right to a lien, for services, labor, material, equipment rental or workers compensation heretofore or hereafter furnished, imposed by law and not shown by the public records.

**The exceptions to coverage 1-5 inclusive as set forth above will remain on any subsequently issued Standard Coverage Title Insurance Policy.**

**In order to remove these exceptions to coverage in the issuance of an Extended Coverage Policy the following items are required to be furnished to the Company; additional exceptions to coverage may be added upon review of such information:**

- A. Survey or alternative acceptable to the company
  - B. Affidavit regarding possession
  - C. Proof that there is no new construction or remodeling of any improvement located on the premises. In the event of new construction or remodeling the following is required:
    - i. Satisfactory evidence that no construction liens will be filed; or
    - ii. Adequate security to protect against actual or potential construction liens;
    - iii. Payment of additional premiums as required by the Industry Rate Filing approved by the Insurance Division of the State of Oregon
6. Water rights, claims to water or title to water, whether or not such rights are a matter of public record.
  7. City liens, if any, of the City of Tualatin.  
  
Note: There are no liens as of March 10, 2016. All outstanding utility and user fees are not liens and therefore are excluded from coverage.
  8. Statutory powers and assessments of Clean Water Services.

9. Covenants, conditions, restrictions and/or easements; but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, family status, or national origin to the extent such covenants, conditions or restrictions violate Title 42, Section 3604(c), of the United States Codes:  
Recording Information: September 20, 1951 as Book 325, Page 57
10. Restrictions shown on the recorded plat/partition.
11. Easement on the recorded plat/partition as follows: "There shall be an 8.0 foot wide public utility easement along the frontage of all lots and tracts as shown and noted."
12. Easement on the recorded plat/partition as follows: Lot 5 is subject to an easement of variable width, as shown, for the purpose of public utilities, emergency vehicle access and access benefiting Lot 4 of this plat and Lot 2 of Leveton Business Campus.
13. Any conveyance or encumbrance by Maranatha Volunteers International Foundation, Inc., should be executed pursuant to a proper resolution of the shareholders voted on at a duly called meeting of the shareholders in accordance with the By-Laws or other authority of the corporation.  
  
Certified copies of the resolution authorizing the conveyance and encumbrances and of the minutes of the meeting of the shareholders and copies of the By-Laws or other authority for such conveyance or encumbrance should be furnished for examination.  
  
The resolution should specify the officers authorized to sign on behalf of the corporation.
14. The Corporation Division of the State of Oregon has no record of Maranatha Volunteers International Foundation, Inc.

- END OF EXCEPTIONS -

NOTE: We find no matters of public record against Yu Xu that will take priority over any trust deed, mortgage or other security instrument given to purchase the subject real property as established by ORS 18.165.

NOTE: Taxes for the year 2015-2016 PAID IN FULL

Tax Amount:	\$7,426.86
Map No.:	2S121A-03700
Property ID:	R2141832
Tax Code No.:	088.15

NOTE: According to the public record, the following deed(s) affecting the property herein described have been recorded within 24 months of the effective date of this report: NONE

NOTE: Washington County Ordinance No. 267, filed August 5, 1982 in Washington County, Oregon, imposes a tax of \$1.00 per \$1,000.00 or fraction thereof on the transfer of real property located within Washington County.

Certain conveyances may be exempt from said ordinance, in which case, Washington County will require a correct and timely filing of an Affidavit of Exemption. For all deeds/conveyance documents which are

recorded (including situations to meet lender requirements) either the transfer tax must be paid or affidavit acceptable to the County must be filed.

**THANK YOU FOR CHOOSING FIRST AMERICAN TITLE!  
WE KNOW YOU HAVE A CHOICE!**

**RECORDING INFORMATION**

Filing Address: **Washington County**  
155 North 1st Avenue  
Hillsboro, OR 97124-3087

Recording Fees: **\$ 41.00 First Page**  
(Comprised of:  
\$ 5.00 per page  
\$ 5.00 per document - Public Land Corner Preservation Fund  
\$11.00 per document - OLIS Assessment & Taxation Fee  
\$20.00 per document - Oregon Housing Alliance Fee)  
**\$ 5.00 E-Recording fee per document**  
**\$ 5.00 for each additional page**  
**\$ 5.00 for each additional document title, if applicable**  
**\$ 20.00 Non-Standard Document fee, if applicable**



## First American Title Insurance Company

### SCHEDULE OF EXCLUSIONS FROM COVERAGE

#### ALTA LOAN POLICY (06/17/06)

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
  - (i) the occupancy, use, or enjoyment of the Land;
  - (ii) the character, dimensions, or location of any improvement erected on the Land;
  - (iii) the subdivision of land; or
  - (iv) 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
  - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
  - (b) 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;
  - (c) resulting in no loss or damage to the Insured Claimant;
  - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or
  - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
  - (a) a fraudulent conveyance or fraudulent transfer, or
  - (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
7. 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 Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

#### ALTA OWNER'S POLICY (06/17/06)

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
  - (i) the occupancy, use, or enjoyment of the Land;
  - (ii) the character, dimensions, or location of any improvement erected on the Land;
  - (iii) the subdivision of land; or
  - (iv) 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
  - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
  - (b) 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;
  - (c) resulting in no loss or damage to the Insured Claimant;
  - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risks 9 and 10); or
  - (e) 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
  - (a) a fraudulent conveyance or fraudulent transfer; or
  - (b) 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.

### SCHEDULE OF STANDARD EXCEPTIONS

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records; proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the land or by making inquiry of persons in possession thereof.
3. Easements, or claims of easement, not shown by the public records; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
4. Any encroachment (of existing improvements located on the subject land onto adjoining land or of existing improvements located on adjoining land onto the subject land), encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the subject land.
5. Any lien or right to a lien, for services, labor, material, equipment rental or workers compensation heretofore or hereafter furnished, imposed by law and not shown by the public records.

NOTE: A SPECIMEN COPY OF THE POLICY FORM (OR FORMS) WILL BE FURNISHED UPON REQUEST

TI 149 Rev. 7-22-08



**First American Title**

#### Privacy Information

##### We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our subsidiaries we have adopted this Privacy Policy to govern the use and handling of your personal information.

##### Applicability

This Privacy Policy governs our use of the information that you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its Fair Information Values.

##### Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

##### Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

##### Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

##### Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's Fair Information Values. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

##### Information Obtained Through Our Web Site

First American Financial Corporation is sensitive to privacy issues on the Internet. We believe it is important you know how we treat the information about you we receive on the Internet.

In general, you can visit First American or its affiliates' Web sites on the World Wide Web without telling us who you are or revealing any information about yourself. Our Web servers collect the domain names, not the e-mail addresses, of visitors. This information is aggregated to measure the number of visits, average time spent on the site, pages viewed and similar information. First American uses this information to measure the use of our site and to develop ideas to improve the content of our site.

There are times, however, when we may need information from you, such as your name and email address. When information is needed, we will use our best efforts to let you know at the time of collection how we will use the personal information. Usually, the personal information we collect is used only by us to respond to your inquiry, process an order or allow you to access specific account/profile information. If you choose to share any personal information with us, we will only use it in accordance with the policies outlined above.

##### Business Relationships

First American Financial Corporation's site and its affiliates' sites may contain links to other Web sites. While we try to link only to sites that share our high standards and respect for privacy, we are not responsible for the content or the privacy practices employed by other sites.

##### Cookies

Some of First American's Web sites may make use of "cookie" technology to measure site activity and to customize information to your personal tastes. A cookie is an element of data that a Web site can send to your browser, which may then store the cookie on your hard drive.

[FirstAm.com](http://FirstAm.com) uses stored cookies. The goal of this technology is to better serve you when visiting our site, save you time when you are here and to provide you with a more meaningful and productive Web site experience.

##### Fair Information Values

**Fairness** We consider consumer expectations about their privacy in all our businesses. We only offer products and services that assure a favorable balance between consumer benefits and consumer privacy.

**Public Record** We believe that an open public record creates significant value for society, enhances consumer choice and creates consumer opportunity. We actively support an open public record and emphasize its importance and contribution to our economy.

**Use** We believe we should behave responsibly when we use information about a consumer in our business. We will obey the laws governing the collection, use and dissemination of data.

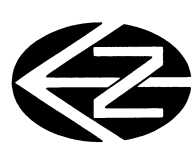
**Accuracy** We will take reasonable steps to help assure the accuracy of the data we collect, use and disseminate. Where possible, we will take reasonable steps to correct inaccurate information. When, as with the public record, we cannot correct inaccurate information, we will take all reasonable steps to assist consumers in identifying the source of the erroneous data so that the consumer can secure the required corrections.

**Education** We endeavor to educate the users of our products and services, our employees and others in our industry about the importance of consumer privacy. We will instruct our employees on our fair information values and on the responsible collection and use of data. We will encourage others in our industry to collect and use information in a responsible manner.

**Security** We will maintain appropriate facilities and systems to protect against unauthorized access to and corruption of the data we maintain.

LEVEYTON COMMONS NO. 2

SITUATED IN THE NORTHEAST 1/4 OF SECTION 21 AND THE NORTHWEST 1/4 OF SECTION 22, TOWNSHIP 2 SOUTH, RANGE 1 WEST, WILLAMETTE MERIDIAN, CITY OF TUALATIN, WASHINGTON COUNTY, OREGON DECEMBER 14, 2005



REGISTERED PROFESSIONAL LAND SURVEYOR  
 OREGON  
 JULY 25, 1990  
 GARY R. ANDERSON  
 2434

SCALE: 1"=100'

RENEWAL DATE  
 12-31-07

**NARRATIVE**

THE PURPOSE OF THIS PLAT IS TO SUBDIVIDE THE PROPERTY AS SHOWN. THE EXTERIOR BOUNDARY IS BASED ON SN 28327 AND THE PLAT OF LEVEYTON COMMONS. MY BASIS OF BEARING IS BETWEEN FOUND MONUMENTS ON THE CENTERLINE OF SW 124TH AVENUE AS SHOWN AND NOTED, HOLDING THE RECORD BEARING PER SN 28327.

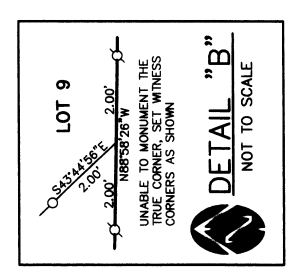
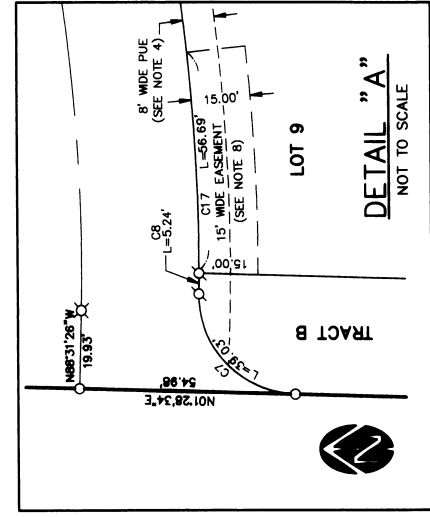
**CURVE TABLE**

CURVE	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORD LENGTH
C1	475.00'	10729.21"	86.96'	S85°39'44"W	86.84'
C2	475.00'	11033.31"	91.68'	N85°56'48"E	91.54'
C3	475.00'	11033.31"	91.68'	S04°03'12"E	91.54'
C4	445.00'	11033.31"	85.89'	N85°56'48"E	85.75'
C5	25.00'	90700.00"	39.27'	N35°25'03"E	35.36'
C6	505.00'	11033.31"	97.47'	S04°03'12"E	97.32'
C7	25.00'	89277.05"	39.03'	S48°12'06"W	35.19'
C8	505.00'	07554.00"	5.24'	S89°22'12"E	5.24'
C9	505.00'	9544.55"	87.39'	N85°22'31"E	87.28'
C10	445.00'	10277.03"	81.17'	S85°38'35"W	81.06'
C11	505.00'	10312.33"	92.75'	S85°40'44"W	92.62'
C12	25.00'	90700.00"	39.27'	S54°34'57"E	35.36'
C13	445.00'	11033.31"	85.89'	S04°03'12"E	85.75'
C14	25.00'	40555.34"	17.86'	N21°56'20"E	17.48'
C15	25.00'	57387.28"	2.46'	N45°13'22"E	2.46'
C16	445.00'	146827"	13.78'	S88°14'41"E	13.78'
C17	505.00'	672556"	56.69'	N87°07'01"E	56.66'
C18	25.00'	46343.03"	20.32'	N24°45'35"E	19.76'
C19	55.00'	47701.03"	45.13'	N24°32'05"E	43.88'
C20	475.00'	144408"	14.39'	N88°13'31"W	14.39'



**LEGEND**

- SET 5/8" X 30" IRON ROD W/PC MARKED "WESTLAKE CONSULTANTS"
- ⊗ SET 5/8" X 30" IRON ROD WITH 1-1/2" ALUMINUM CAP MARKED "WESTLAKE CONSULTANTS, INC." TO BE POST-MONUMENTED WITHIN THE TIME SPECIFIED IN THE SURVEYOR'S CERTIFICATE SET ON
- FOUND 5/8" IRON ROD W/PC MARKED "WESTLAKE CONSULTANTS" PER LEVEYTON COMMONS, UNLESS NOTED OTHERWISE
- ⊗ FOUND 5/8" IRON ROD WITH ALUMINUM CAP MARKED "CH2MHILL PLS 2692" PER SN 28125
- ⊗ FOUND 5/8" IRON ROD WITH ALUMINUM CAP MARKED "WESTLAKE CONSULTANTS" PER LEVEYTON COMMONS
- WITH YELLOW PLASTIC CAP
- RIGHT-OF-WAY
- SURVEY NUMBER, WASHINGTON COUNTY SURVEY RECORDS
- PUBLIC UTILITY EASEMENT



SURVEYED BY:  
 WESTLAKE CONSULTANTS, INC.  
 15115 S.W. SEGOVIA PARKWAY, SUITE 150  
 TIGARD, OREGON 97224  
 (503) 684-0652

DOC. NO. 98081271  
 DOC. NO. 82000418  
 DOC. NO. 2001-006886  
 DOC. NO. 93014923  
 DOC. NO. 8925318  
 DOC. NO. 88005690



LEVEYTON COMMONS NO. 2

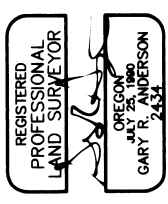
SITUATED IN THE NORTHEAST 1/4 OF SECTION 21 AND THE NORTHWEST 1/4 OF SECTION 22, TOWNSHIP 2 SOUTH, RANGE 1 WEST, WILLAMETTE MERIDIAN, CITY OF TUALATIN, WASHINGTON COUNTY, OREGON DECEMBER 14, 2005

SURVEYOR'S CERTIFICATE

I, GARY R. ANDERSON, HEREBY CERTIFY THAT I HAVE CORRECTLY SURVEYED AND MARKED WITH PROPER MONUMENTS THE LAND REPRESENTED ON THE ANNEXED MAP OF "LEVEYTON COMMONS NO. 2." THE BOUNDARIES OF WHICH BEING DESCRIBED AS FOLLOWS:

A TRACT OF LAND SITUATED IN THE NORTHEAST QUARTER OF SECTION 21 AND THE NORTHWEST QUARTER OF SECTION 22, TOWNSHIP 2 SOUTH, RANGE 1 WEST OF THE WILLAMETTE MERIDIAN, IN THE CITY OF TUALATIN, WASHINGTON COUNTY, OREGON, BEING A PORTION OF THOSE TRACTS OF LAND CONVEYED TO LEVEYTON PROPERTIES, LLC, BY DEED DOCUMENT NUMBERS 885828, 885829, 885830, 885831, 885832, WASHINGTON COUNTY DEED RECORDS, ALSO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

CONTAINS 15.825 ACRES, MORE OR LESS. AS PER O.R.S. 92.070 (2), I ALSO CERTIFY THAT THE POSTMONUMENTATION OF THE REMAINING CORNERS SHALL BE ACCOMPLISHED WITHIN 90 CALENDAR DAYS FOLLOWING COMPLETION OF PAVING IMPROVEMENTS OR RECORDING OF THE RECORDATION OF THE PLAT, WHICHEVER COMES FIRST, IN ACCORDANCE WITH O.R.S. 92.060.



12-31-07 RENEWAL DATE

REMAINING CORNER MONUMENTATION

IN ACCORDANCE WITH O.R.S. 92.070, THE REMAINING CORNERS OF THIS SUBDIVISION HAVE BEEN CORRECTLY SET WITH PROPER MONUMENTS. AN AFFIDAVIT HAS BEEN PREPARED REGARDING THE SETTING OF SAID MONUMENTS AND IS RECORDED IN DOCUMENT NO. \_\_\_\_\_ WASHINGTON COUNTY DEED RECORDS.

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 200\_\_\_\_, \_\_\_\_\_ WASHINGTON COUNTY SURVEYOR

DECLARATION

KNOW ALL MEN BY THESE PRESENTS, THAT HENRIKSEN PROPERTIES, LLC, AN OREGON LIMITED LIABILITY CORPORATION, IS THE OWNER OF THE LAND REPRESENTED ON THE ANNEXED MAP OF "LEVEYTON COMMONS NO. 2," AND MORE PARTICULARLY DESCRIBED IN THE SURVEYOR'S CERTIFICATE, AND HAS CAUSED THE SAME TO BE SUBDIVIDED AND PLATTED INTO LOTS AND TRACTS, AND HEREBY DESIGNATES ADDITIONAL RIGHT-OF-WAY TO THE PUBLIC FOR PUBLIC USE AND HEREBY GRANTS ALL EASEMENTS AS SHOWN OR NOTED HEREON. TRACT "B" IS HEREBY CONVEYED TO THE CITY OF TUALATIN.

LYNN S. HENRIKSEN MANAGER

ACKNOWLEDGMENT

STATE OF OREGON }
COUNTY OF WASHINGTON }

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON 10.15.05 BY LYNN S. HENRIKSEN AS MANAGER OF HENRIKSEN PROPERTIES, LLC.

NOTARY SIGNATURE: Vicki Gillespie

NOTARY PUBLIC FOR OREGON

COMMISSION NO.: 386 760

MY COMMISSION EXPIRES: 12.8.08 December 08, 2008

NOTES

- 1. THIS PLAT IS SUBJECT TO THE CONDITIONS OF APPROVAL CONTAINED IN THE CITY OF TUALATIN, CASE FILE NUMBER SB-03-01 FOR LEVEYTON COMMONS, DATED JULY 16, 2003.
2. THERE SHALL BE NO DIRECT MOTOR VEHICLE ACCESS TO OR FROM LOT 4 ONTO SW 124TH AVENUE UNLESS AUTHORIZED BY THE GOVERNING BODY HAVING JURISDICTION OF SAID ROAD.
3. TRACT "B" IS DESIGNATED AS A STORM WATER FACILITY AND SHALL BE OWNED AND MAINTAINED BY THE CITY OF TUALATIN.
4. THERE SHALL BE AN 8.0 FOOT WIDE PUBLIC UTILITY EASEMENT ALONG THE FRONTAGE OF ALL LOTS AND TRACTS AS SHOWN AND NOTED.
5. LOT 5 IS SUBJECT TO AN EASEMENT OF VARIABLE WIDTH, AS SHOWN, FOR THE PURPOSE OF PUBLIC UTILITIES, EMERGENCY VEHICLE ACCESS AND ACCESS BENEFITING LOT 4 OF THIS PLAT AND LOT 2 OF LEVEYTON BUSINESS CAMPUS.
6. LOT 4 IS SUBJECT TO A 30.0 FOOT WIDE EASEMENT, AS SHOWN, FOR THE PURPOSE OF PUBLIC UTILITIES, EMERGENCY VEHICLE ACCESS AND ACCESS BENEFITING LOT 2 OF LEVEYTON BUSINESS CAMPUS.
7. LOT 6 IS SUBJECT TO AN EASEMENT OF VARIABLE WIDTH, AS SHOWN, FOR THE PURPOSE OF PUBLIC UTILITIES, EMERGENCY VEHICLE ACCESS AND ACCESS BENEFITING LOT 7 OF THIS PLAT AND LOTS 2 AND 3 OF LEVEYTON COMMONS.
8. LOT 9 IS SUBJECT TO A 15.0 FOOT WIDE ACCESS EASEMENT AS SHOWN. SAID EASEMENT BENEFITS THE CITY OF TUALATIN FOR ACCESS TO TRACT "B".



CITY OF TUALATIN APPROVALS

APPROVED THIS 27th DAY OF December, 2005, CITY OF TUALATIN MAYOR

ATTEST THIS 27th DAY OF December 2005, CITY OF TUALATIN RECORDER

WASHINGTON COUNTY APPROVALS

APPROVED THIS 27th DAY OF Dec, 2005, WASHINGTON COUNTY SURVEYOR

APPROVED THIS 27th DAY OF December, 2005, WASHINGTON COUNTY BOARD OF COMMISSIONERS

APPROVED THIS 5th DAY OF JAN, 2006, DIRECTOR OF ASSESSMENT AND TAXATION (WASHINGTON COUNTY ASSESSOR)

APPROVED THIS 5th DAY OF JAN, 2006, DEPUTY COUNTY CLERK

STATE OF OREGON }
COUNTY OF WASHINGTON }

I DO HEREBY CERTIFY THAT THIS SUBDIVISION PLAT WAS RECEIVED FOR RECORD ON THIS 5th DAY OF JAN, 2006, AT 3:00 CLOCK P.M., AND RECORDED IN THE COUNTY CLERK RECORDS.

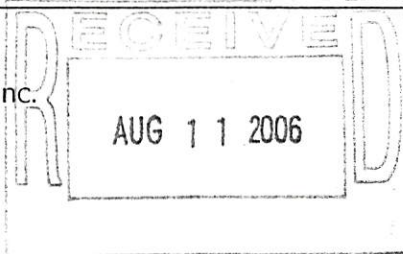
**Exhibit "C"**  
**Geotechnical Report**



Geotechnical & Environmental Consultants  
 9725 SW Beaverton-Hillsdale Hwy., Suite 140  
 Portland, OR 97005-3364  
 503-641-3478 FAX 503-644-8034

# TRANSMITTAL

To: Lynn Henriksen  
 L.S. Henriksen Construction, Inc.  
 P.O. Box 230639  
 Tigard, OR 97281



Date: August 10, 2006

GRI Project No.: 4297

From: Stan Kelsay, PE; Matt Shanahan, PE; Tim Watson / and

Re: Leveton Commons Phase 2

No. of Copies:	Dated:	Title:
1	8/8/06	Site Visit Report Tax Lot 2 Subgrade Evaluation & Lot 5 Proof Roll Leveton Commons Phase 2 SW 124 <sup>th</sup> & Leveton Drive Tualatin, Oregon (Building Permit No.: 05-07)

Remarks: *Site Description*

*Address: SW 124<sup>th</sup> & Leveton Drive, Tualatin, Oregon*

*Building Permit No.: 05-07*

cc: Mike Darby / City of Tualatin  
 John Stelzenmuller / City of Tualatin - Building Department



Fax:  \_\_\_\_\_ (No. of pages including cover)

Mail:

Overnight:

Hold for Pickup:



Geotechnical & Environmental Consultants  
 9725 SW Beaverton-Hillsdale Hwy., Suite 140  
 Portland, OR 97005-3364  
 503-641-3478 FAX 503-644-8034

## SITE VISIT REPORT

<b>Project:</b>	Leveton Commons Phase 2	<b>Report Sequence No.:</b>	Page <u>1</u> of <u>2</u>
<b>Feature:</b>	Tax Lot 2 Subgrade Evaluation & Lot 5 Proof-Roll	<b>Date:</b>	August 8, 2006
<b>Client:</b>	L.S. Henriksen Construction	<b>Time of Site Visit:</b>	9:30 AM
<b>Site Address:</b>	SW 125th and Leveton Drive	<b>Weather:</b>	Sunny
		<b>Submitted by:</b>	Jack Gordon
		<b>Contractor:</b>	L.S. Henriksen Construction (LHS)
		<b>Building Permit No.</b>	05-07

GRI visited the site to evaluate subgrade within the limits of Tax Lot 2 located west of SW 124<sup>th</sup> Avenue. Met with Jim of L.S. Henriksen on site. At the time of our visit, the contractor indicated that vegetation and topsoil had been stripped from the limits of Tax Lot 2. GRI observed the subgrade appeared firm and free of large roots and organics. A small area within the lot, roughly 30 to 40 feet square, was overexcavated to remove foundation material from an existing house. The contractor indicated that additional material would be removed from this area using a track-hoe. GRI recommended the contractor blade away loose or disturbed material from the lot prior to any fill placement.

While on site, a proof-roll was performed in the southwest limits of Lot 5 using a CAT D-250E off-road dump truck as shown on the attached site map. No significant deflection or pumping was observed under the weight of this construction equipment. Based on our observations, it is our opinion that structural fill in the southwest vicinity of Lot 5 is being compacted in accordance with the project plans and specifications. GRI will return to the site at the request of Jim with L.S. Henriksen.

Reviewed by: Stan Kolman, FE

Date: 8-10-06

Comments: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

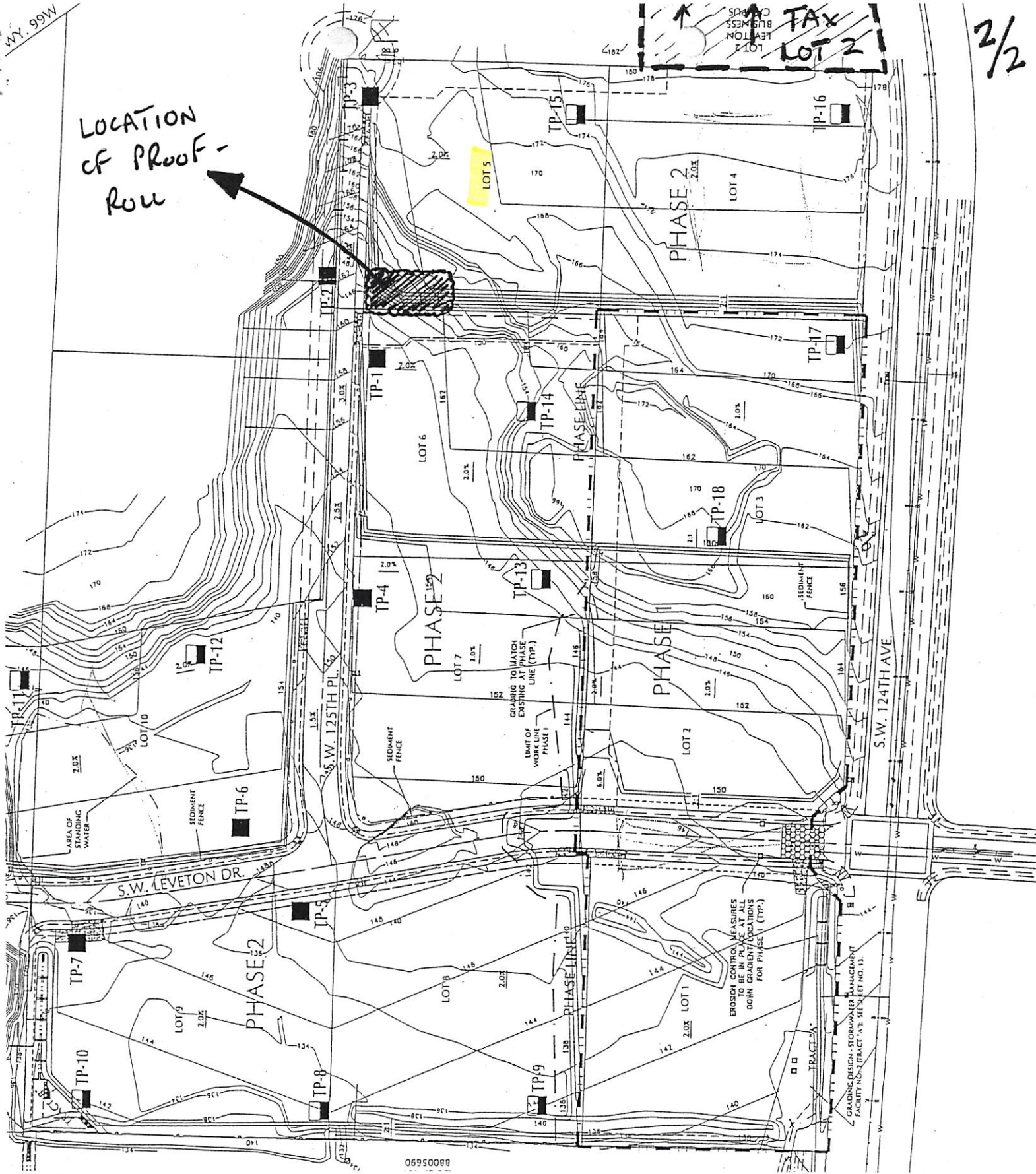
Copies to: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

WY. 99W

TAX LOT 2  
LEWIS BUSINESS CLOSING LOT 2

2/2

LOCATION OF PROOF-ROW



#4297

8/8/2006



Geotechnical & Environmental Consultants  
 9725 SW Beaverton-Hillsdale Hwy., Suite 140  
 Portland, OR 97005-3364  
 503-641-3478 FAX 503-644-8034

**TRANSMITTAL**

To: Lynn Henriksen  
 L.S. Henriksen Construction, Inc.  
 P.O. Box 230639  
 Tigard, OR 97281

AUG 22 2006

Date: August 21, 2006

GRI Project No.: 4297

From: Stan Kelsay, PE; Matt Shanahan, PE; Tim Watson / and

Re: Leveton Commons Phase 2

No. of Copies:	Dated:	Title:
1	8/15-17/06	Site Visit Report Lot 5 & 6 Proof-Roll Lot 5 & 6, 8 & 9 Compaction Evaluation Leveton Commons Phase 2 SW 124 <sup>th</sup> & Leveton Drive Tualatin, Oregon (Building Permit No.: 05-07)

Remarks: *Site Description*

*Address: SW 124<sup>th</sup> & Leveton Drive, Tualatin, Oregon*

*Building Permit No.: 05-07*

cc: Mike Darby / City of Tualatin  
 John Stelzenmuller / City of Tualatin - Building Department

Fax:  \_\_\_\_\_ (No. of pages including cover)

Mail:

Delivered:

Overnight:

Hold for Pickup:



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 9725 SW Beaverton-Hillsdale Hwy., Suite 140  
 Portland, OR 97005-3364  
 503-641-3478 FAX 503-644-8034

## SITE VISIT REPORT

<b>Project:</b>	Leveton Commons Phase 2	<b>Report Sequence No.:</b>	Page <u>1</u> of <u>3</u>
<b>Feature:</b>	Lot 5 Compaction Evaluation & Lots 8 & 9 Compaction Evaluation	<b>Date:</b>	August 15, 2006
<b>Client:</b>	L.S. Henriksen Construction	<b>Time of Site Visit:</b>	11:30 AM
<b>Site Address:</b>	SW 125th and Leveton Drive	<b>Weather:</b>	Partly Sunny
		<b>Submitted by:</b>	Jack Gordon
		<b>Contractor:</b>	L.S. Henriksen Construction (LHS)
		<b>Building Permit No.</b>	05-07

GRI visited the site to evaluate the compaction of structural fill in Lots 8 & 9 and the southern vicinity of Lot 5. Met with Jim of L.S. Henriksen on site.

Approximately 12 inches of fill consisting of gravelly silt with concrete and asphalt fragments had been placed and compacted in the southern vicinity of Lot 5 since our last site visit. The contractor indicated that fill was moisture-conditioned prior to compaction with a large segmented-pad roller. Lot 5 fill is being benched into the existing grade as fill elevation increases. Compaction of Lot 5 fill was evaluated by observing a proof-roll using a loaded CAT D-250E off-road dump truck. Significant deflection and pumping of the fill was noted in a small location shown on the attached site map. GRI observed no deflection or pumping of the fill in locations previously ripped and air-dried.\*

Approximately 8 inches of fill consisting of gray/brown silt with scattered gravel and asphalt fragments had been placed and compacted over Lots 8 & 9 as shown on the attached site plan since our last visit. This fill was significantly wet of optimum moisture content when imported to the site, and had been air-dried for multiple days prior to compaction. Compaction of this fill was evaluated using 6 nuclear field density tests in the locations shown on the attached site map. Dry densities ranged from 91 to 102 pcf with moisture contents between 13% and 20% (Test results attached). Compaction values were typically greater than 95% of the maximum dry density determined per ASTM D-698, except test location #6, which will be evaluated during our next site visit. GRI also observed a proof-roll of the fill area using a loaded CAT D-250E off-road dump truck. Significant deflection and pumping of the fill was observed in multiple locations. These areas were typically less than 25 square feet in area, and were plainly visible. The contractor indicated they would be ripped, air-dried, and re-compacted. GRI will observe a proof-roll of the re-compacted fill during a future site visit.

Based on our observations and the results of density testing, it is our opinion that the structural fill within Lots 5, 8, & 9 is being compacted in accordance with the project plans and specifications. GRI will return to the site Wednesday morning to evaluate compaction of structural fill in Lot 5.

Reviewed by:

*WSS ✓*  


Date:

*J.D.*  
 8.18.06

Comments: \* See August 14, 2006 Site Visit Report

Copies to:

\_\_\_\_\_  
 \_\_\_\_\_

\_\_\_\_\_  
 \_\_\_\_\_

FIELD DENSITY TEST DATA-ASTM D 2922

PROJECT Lewiston Commons

DATE 8/15/2026

JOB NUMBER 4297

BY JCL

LOTS 8 & 9 FILL

TEST NUMBER	1	2	* 3	4	5	6	7	8	9	10
Station Number										
Offset										
Elevation										
Soil Type	Crumbly/brown silt; some clay and scattered gravel									
Mode and Depth	6"	6"	6"	6"	6"	6"				
Dry Density, pcf	101.2	97.5	102.4	100.1	96.2	91.1				
Wet Density, pcf	119.7	116.5	115.2	116.5	112.1	104.2				
% Moisture	18.2	19.5	12.5	16.4	16.5	14.3				
Standard Density, pcf	101	—————→								
Optimum Moisture, %	21	—————→								
% Compaction	100	96.5	100	99.1	95.2	90.2				
Moisture Offset										

TEST NUMBER	11	12	13	14	15	16	17	18	19	20
Station Number										
Offset										
Elevation										
Soil Type										
Mode and Depth										
Dry Density, pcf										
Wet Density, pcf										
% Moisture										
Standard Density, pcf										
Optimum Moisture, %										
% Compaction										
Moisture Offset										

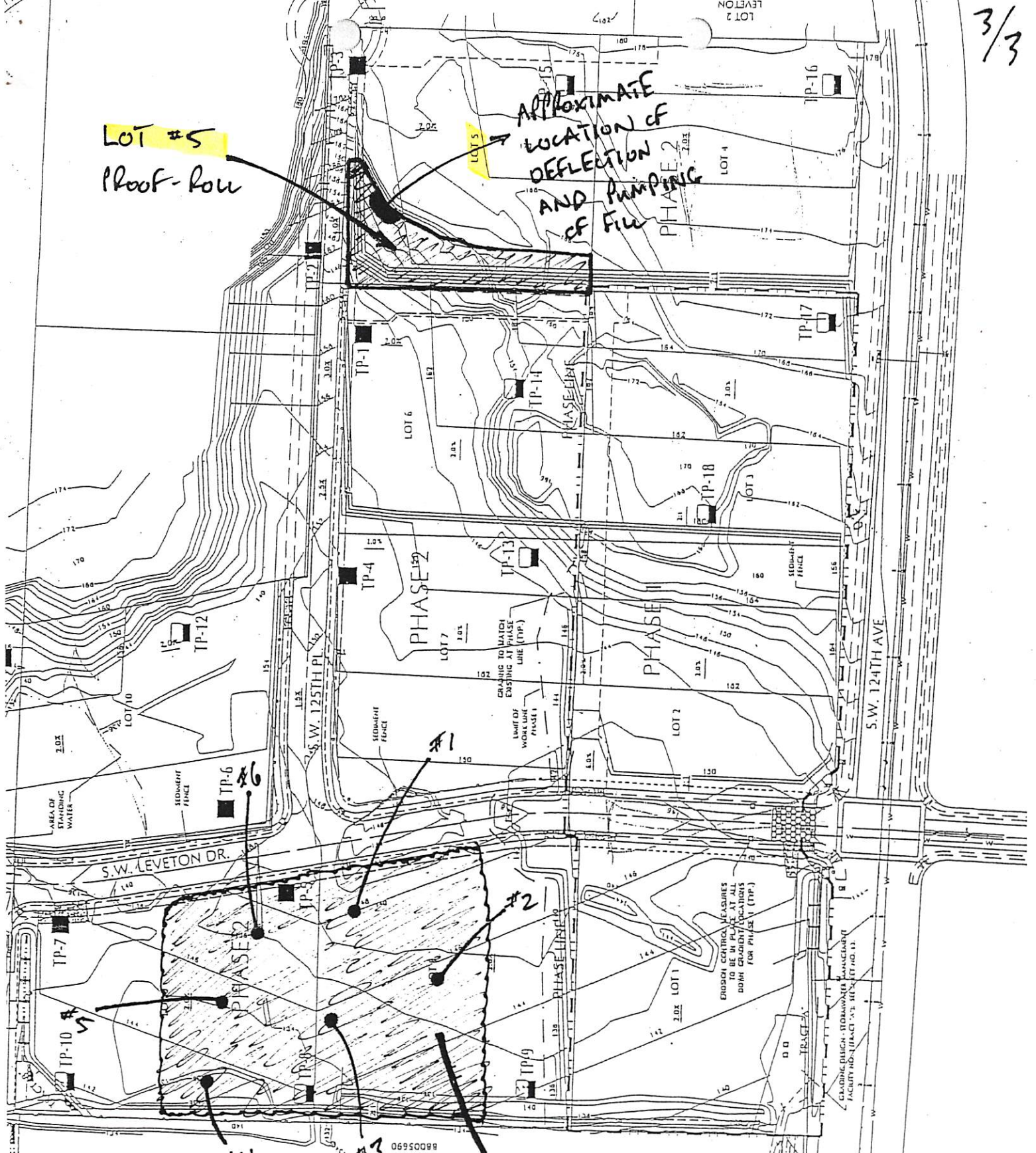
Remarks \* Scattered gravel and asphalt fragments

Standard Counts	
D.S.C.	M.S.C.



LOT #5  
Proof-Rou

APPROXIMATE  
LOCATION OF  
DEFLECTION  
AND PUMPING  
OF FILL



● APPROXIMATE  
DENSITY TEST  
LOCATION

APPROXIMATE  
FILL AREA

# 4297

8/15/2006



Geotechnical & Environmental Consultants  
 9725 SW Beaverton-Hillsdale Hwy., Suite 140  
 Portland, OR 97005-3364  
 503-641-3478 FAX 503-644-8034

## SITE VISIT REPORT

<b>Project:</b>	Leveton Commons Phase 2	<b>Report Sequence No.:</b>	Page <u>1</u> of <u>2</u>
<b>Feature:</b>	Lots 5 & 6 Proof-Roll	<b>Date:</b>	August 16, 2006
<b>Client:</b>	L.S. Henriksen Construction	<b>Time of Site Visit:</b>	10:45 AM
<b>Site Address:</b>	SW 125th and Leveton Drive	<b>Weather:</b>	Overcast; Cool
		<b>Submitted by:</b>	Jack Gordon
		<b>Contractor:</b>	L.S. Henriksen Construction (LHS)
		<b>Building Permit No.</b>	05-07
		<b>Project No.:</b>	4297

GRI visited the site to evaluate the compaction of structural fill in the southern vicinity of Lot 5 and a small area of Lot 6 that was previously ripped and air-dried. Met with Jim of L.S. Henriksen on site.

Approximately 12 inches of fill consisting of gravelly silt with concrete and asphalt fragments had been placed and compacted in the southern vicinity of Lot 5 since our last site visit. The contractor indicated that fill was moisture-conditioned prior to compaction with a large segmented-pad roller (CAT CS-563D). Lot 5 fill is being benched into existing grade as fill elevation increases. Compaction of Lot 5 fill was evaluated by observing a proof-roll using a loaded CAT D-250E off-road dump truck. Significant deflection and pumping of the fill was noted in the locations shown on the attached site map. GRI observed significant deflection and pumping of the fill in this vicinity during previous site visits, and recommended the contractor overexcavate the wet, soft fill in the pumping area until firm ground is encountered. The overexcavation should be backfilled in lifts with compacted structural fill. The contractor indicated that the area would be overexcavated and backfilled with silty gravel or similar granular fill. GRI estimated that 3 to 4 feet of fill was in place where pumping was observed, and roughly 2 to 3 more feet of fill are required to reach finished grade.

While on site, GRI also observed a proof-roll of Lot 6 using a loaded CAT D-250E off-road dump truck in the location shown on the attached site map. Fill in this vicinity had been ripped, air-dried, and re-compacted following a previous site visit where deflection and pumping was observed during a proof-roll. No significant deflection or pumping of the fill was noted under the weight of the equipment.

Based on our observations, it is our opinion that the structural fill in Lots 5 & 6 is being compacted in accordance with the project plans and specifications. GRI will return to the site Thursday afternoon to evaluate compaction of structural fill in Lot 5.

Reviewed by: MSS ✓  

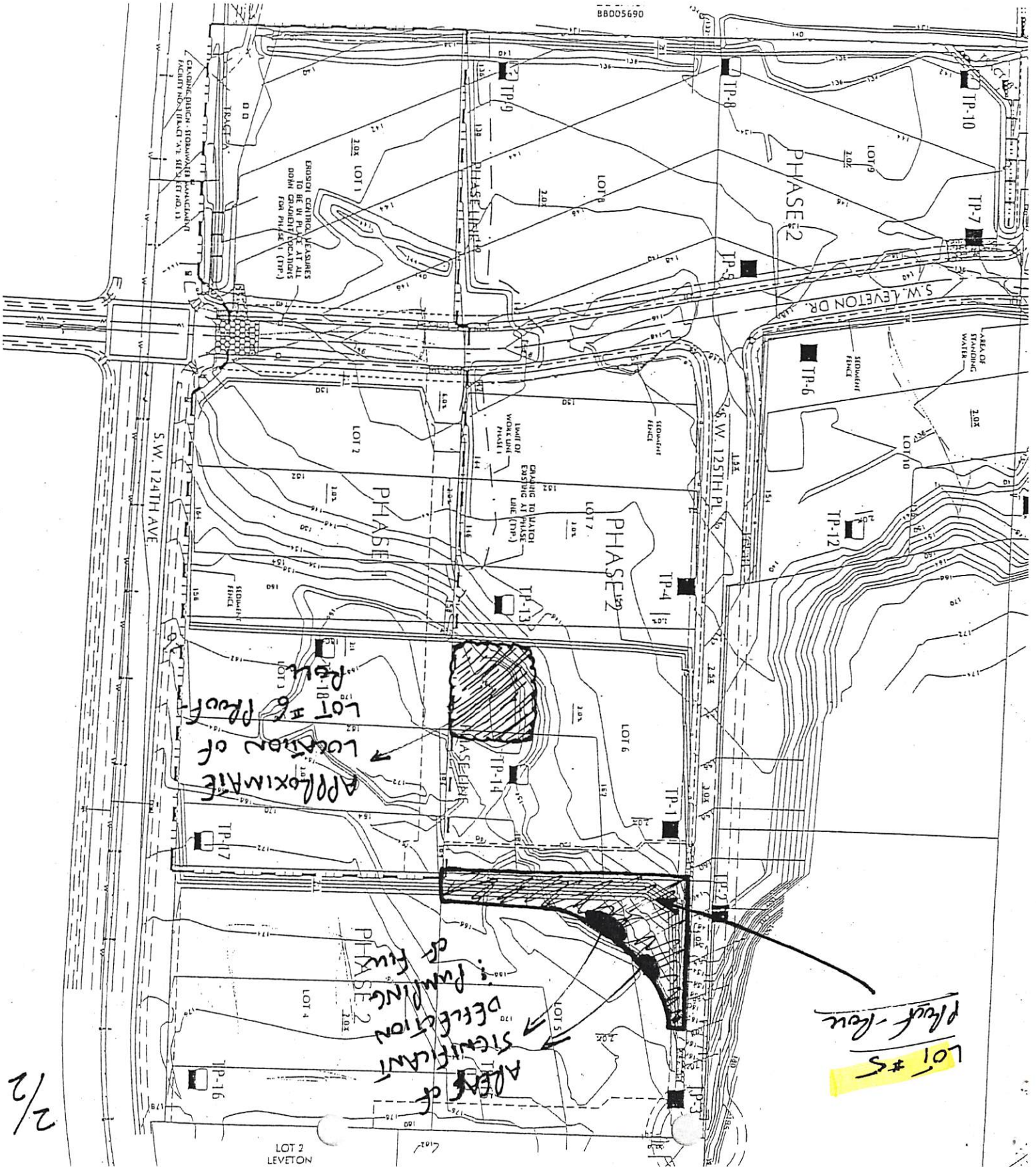

Date: 8-18-06

Comments: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Copies to: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

8/16/2006

#4297





Geotechnical & Environmental Consultants  
 9725 SW Beaverton-Hillsdale Hwy., Suite 140  
 Portland, OR 97005-3364  
 503-641-3478 FAX 503-644-8034

## SITE VISIT REPORT

<b>Project:</b>	Leveton Commons Phase 2	<b>Report Sequence No.:</b>	Page <u>1</u> of <u>2</u>
<b>Feature:</b>	Lots 5 Proof-Roll	<b>Date:</b>	August 17, 2006
<b>Client:</b>	L.S. Henriksen Construction	<b>Time of Site Visit:</b>	1:45 PM
<b>Site Address:</b>	SW 125th and Leveton Drive	<b>Weather:</b>	Sunny
		<b>Submitted by:</b>	Jack Gordon
		<b>Contractor:</b>	L.S. Henriksen Construction (LHS)
		<b>Building Permit No.</b>	05-07

GRI visited the site to evaluate the compaction of structural fill in the southern vicinity of Lot 5. Met with Jim of L.S. Henriksen on site.

Approximately 12 to 18 inches of fill consisting of gravelly silt with concrete and asphalt fragments had been placed and compacted in the southern vicinity of Lot 5 since our last site visit. The contractor indicated that fill near optimum moisture content was stripped from the remaining area of Lot 5 and compacted with a large segmented-pad roller (CAT CS-563D). Lot 5 fill is being benched into the existing grade as fill elevation increases. Compaction of Lot 5 fill was evaluated by observing a proof-roll using a loaded CAT D-250E off-road dump truck. No significant deflection or pumping of the fill was noted under the weight of the equipment.

While on site, GRI noted that area(s) of Lot 5 where significant deflection and pumping of the fill was observed during our previous site visit appeared firm and well compacted. The contractor indicated that the soft/wet area(s) were overexcavated to a depth of approximately 3 feet, at which point firm subgrade was encountered. Gravelly silt or similar granular fill was placed and re-compacted in the overexcavated area(s) prior to today's site visit.

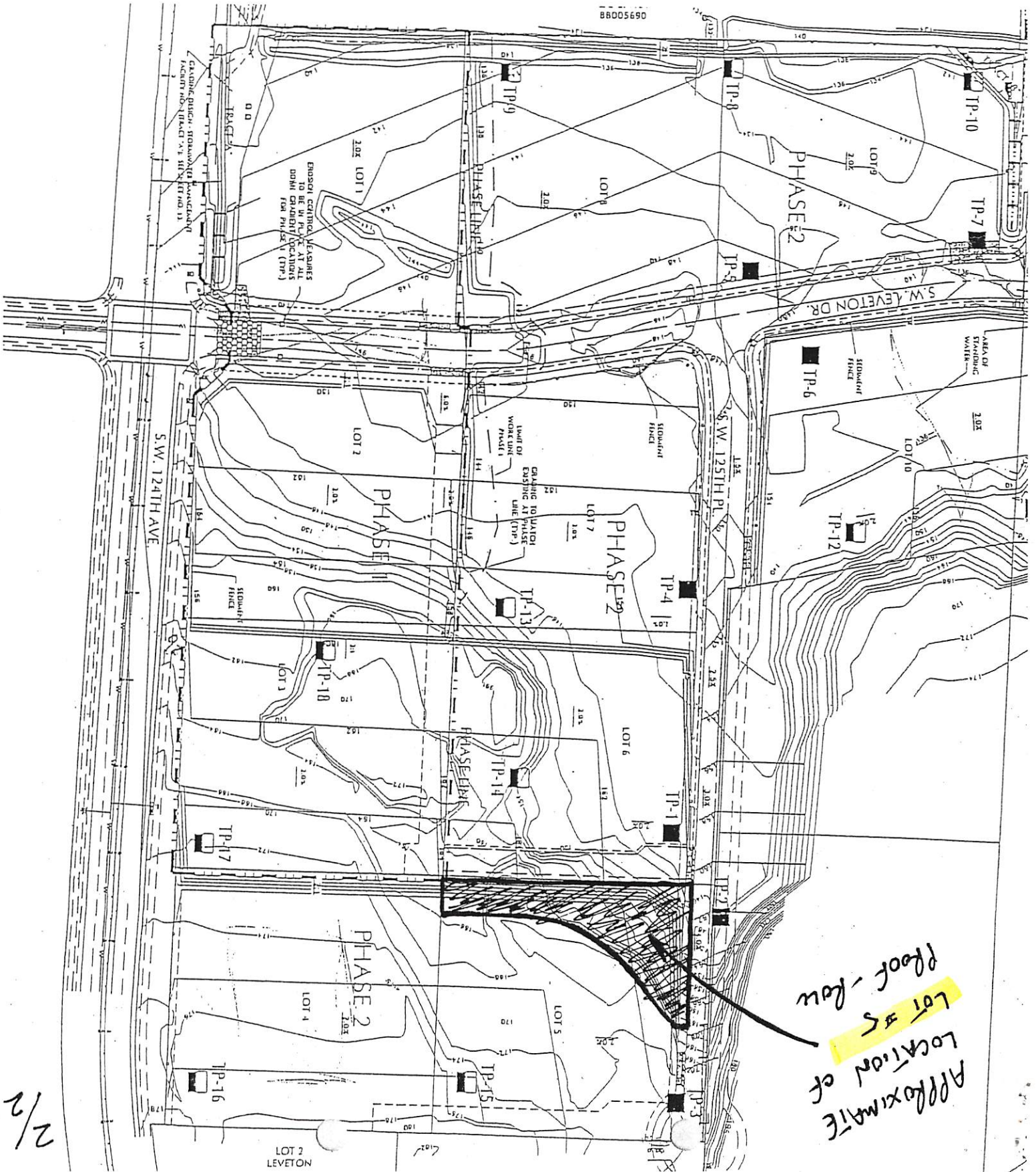
Based on our observations, it is our opinion that the structural fill in Lot 5 is being compacted in accordance with the project plans and specifications. GRI will return to the site Monday morning to evaluate compaction of structural fill in Lot 5.

Reviewed by: <sup>MSS ✓</sup> Stan Kelley, PE Date: 8-18-06

Comments: \_\_\_\_\_ Copies to: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

8/17/2006

#4297

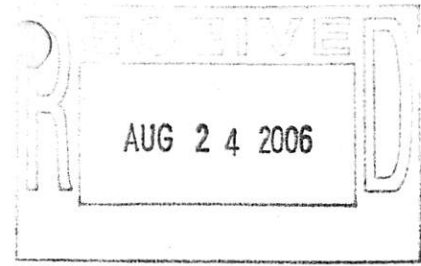


Approximate  
location of  
Lot #5  
roof - low

2/2



Geotechnical & Environmental Consultants  
 9725 SW Beaverton-Hillsdale Hwy., Suite 140  
 Portland, OR 97005-3364  
 503-641-3478 FAX 503-644-8034



## TRANSMITTAL

**To:** Lynn Henriksen  
 L.S. Henriksen Construction, Inc.  
 P.O. Box 230639  
 Tigard, OR 97281

**Date:** August 22, 2006

**GRI Project No.:** 4297

**From:** Stan Kelsay, PE; Matt Shanahan, PE; Jack Gordon / and

**Re:** Leveton Commons Phase 2

No. of Copies:	Dated:	Title:
1	8/11 & 14/06	Site Visit Report Lot 5 & 6 Compaction Evaluation & Tax Lot 2 Test Pit Excavation Leveton Commons Phase 2 SW 125 <sup>th</sup> & Leveton Drive Tualatin, Oregon <b>(Building Permit No.: 05-07)</b>

**Remarks:** *Site Description*

*Address: SW 125<sup>th</sup> & Leveton Drive, Tualatin, Oregon*

*Building Permit No.: 05-07*

**cc:** Mike Darby / City of Tualatin  
 John Stelzenmuller / City of Tualatin - Building Department

**Fax:**  \_\_\_\_\_ (No. of pages including cover)  
**Mail:**

**Delivered:**   
**Overnight:**   
**Hold for Pickup:**



Geotechnical & Environmental Consultants  
 9725 SW Beaverton-Hillsdale Hwy., Suite 140  
 Portland, OR 97005-3364  
 503-641-3478 FAX 503-644-8034

## SITE VISIT REPORT

<b>Project:</b> Leveton Commons Phase 2	<b>Report Sequence No.:</b>	Page <u>1</u> of <u>3</u>
<b>Feature:</b> Lots 5 & 6 Compaction Evaluation & Tax Lot 2 Test Pit Excavation	<b>Date:</b> August 11, 2006	<b>Project No.:</b> 4297
<b>Client:</b> L.S. Henriksen Construction	<b>Time of Site Visit:</b> 10:00 AM	
<b>Site Address:</b> SW 125th and Leveton Drive	<b>Weather:</b> Sunny	
	<b>Submitted by:</b> Jack Gordon	
	<b>Contractor:</b> L.S. Henriksen Construction (LHS)	
	<b>Building Permit No.:</b> 05-07	

GRI visited the site to evaluate **compaction of structural fill in Lots 5** and 6 and excavate shallow test pits in Tax Lot 2. Met with Jim of L.S. Henriksen on site. The contractor indicated that fill placement in Lot 6 was complete, and future earthwork will focus on Lots 5, 8, and 9.

Since our last site visit, approximately 8 to 12 inches of silt fill had been placed and compacted over Lot 6 and the southern limits of Lot 5. The contractor indicated that fill is being compacted in less than 12 inch thick lifts using a large segmented-pad roller.

Compaction of Lot 6 fill was evaluated using 7 nuclear field density tests as shown on the attached data sheet and site plan. Dry densities ranged from 99 to 104 pcf with moisture contents between 12% and 22%. All test results were greater than 95% of the maximum dry density determined per ASTM D-698. While on site, GRI observed a proof-roll within Lot 6 and the southern limits of Lot 5 using a CAT D-250E off-road dump truck. Significant deflection and pumping of the fill was observed in the southeast vicinity of Lot 6 as shown on the attached site plan. GRI recommended the contractor rip, air-dry, and re-compact structural fill in that area. Based on our observations and the results of density testing, it is our opinion that the structural fill within Lot 6 and the southern vicinity of Lot 5 is being compacted in accordance with the project plans and specifications.

At the time of our visit, GRI performed three shallow test-pit excavations within the limits of Tax Lot 2 located west of SW 124<sup>th</sup> Avenue. Test pits were excavated to a depth of roughly 2 feet, and the material removed consisted mainly of gray and brown silty sand. GRI noted the sand within each test pit appeared firm, and obvious indications of fill were not observed in the test pits.

GRI will return to the site at the request of Jim with L.S. Henriksen.

Reviewed by: <sup>MSS</sup> Stan Kelley, PE

Date: 8.22.06

Comments: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Copies to: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_



FIELD DENSITY TEST DATA-ASTM D 2922

PROJECT Leaton Commons

DATE 8/11/2006

JOB NUMBER 4297

BY JRL

LOT 6 FILL

TEST NUMBER	*1	*2	3	4	5	6	7	8	9	10
Station Number										
Offset										
Elevation										
Soil Type	Brown silt; some clay and fine sand									
Moisture and Depth	12"	12"	12"	12"	12"	12"	12"			
Dry Density, pcf	101.8	101.2	98.5	103.4	100.1	103.8	97.2			
Wet Density, pcf	114.3	120.6	119.8	123.6	121.0	123.9	116.6			
% Moisture	12.4	19.2	21.6	19.6	20.8	19.4	20.0			
Standard Density, pcf	101	→								
Optimum Moisture, %	21	→								
% Compaction	100	100	97.5	100	99.1	100	96.2			
Moisture Offset										

TEST NUMBER	11	12	13	14	15	16	17	18	19	20
Station Number										
Offset										
Elevation										
Soil Type										
Moisture and Depth										
Dry Density, pcf										
Wet Density, pcf										
% Moisture										
Standard Density, pcf										
Optimum Moisture, %										
% Compaction										
Moisture Offset										

Remarks \* Test #1 & #2 : Significant coarse gravel and asphalt debris content.

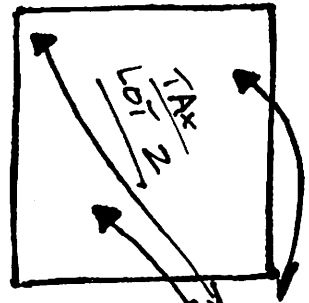
Standard Counts	
D.S.C.	M.S.C.



APPROXIMATE  
LOCATION of  
POOF - POULO  
AREA



APPROXIMATE  
DENSITY TEST  
LOCATION



TEST  
PITS

#4297

8/11/2006



Geotechnical & Environmental Consultants  
 9725 SW Beaverton-Hillsdale Hwy., Suite 140  
 Portland, OR 97005-3364  
 503-641-3478 FAX 503-644-8034

# SITE VISIT REPORT

<b>Project:</b> Leveton Commons Phase 2	<b>Report Sequence No.:</b>	Page <u>1</u> of <u>2</u>
<b>Feature:</b> Lot 5 Compaction Evaluation & Tax Lot 2 Test Pit Excavation	<b>Date:</b> August 14, 2006	<b>Project No.:</b> 4297
<b>Client:</b> L.S. Henriksen Construction	<b>Time of Site Visit:</b> 9:30 AM and 2:45 PM	
<b>Site Address:</b> SW 125th and Leveton Drive	<b>Weather:</b> Sunny	
	<b>Submitted by:</b> Jack Gordon	
	<b>Contractor:</b> L.S. Henriksen Construction (LHS)	
	<b>Building Permit No.:</b> 05-07	

GRI visited the site to evaluate compaction of structural fill in the southern vicinity of Lot 5 and to excavate a single test pit within the limits of Tax Lot 2. Met with Jim of L.S. Henriksen on site.

Approximately 1 to 2 feet of fill consisting of gravelly silt with concrete and asphalt fragments had been placed and compacted over the southern vicinity of Lot 5 since our last site visit. The contractor indicated that fill is being compacted in roughly 12-in. thick lifts using a large segmented-pad roller. Fill materials are being moisture-conditioned prior to compaction when appropriate.

While on site, GRI observed a proof-roll in the southern vicinity of Lot 5 using a partially-loaded CAT D-250E off-road dump truck. Significant deflection and pumping of the fill was observed in a small area as shown on the attached site plan. The contractor indicated the area would be ripped and re-compacted. Based on our observations, it is our opinion that the structural fill within the southern vicinity of Lot 5 is being compacted in accordance with the project plans and specifications.

At the time of our visit, GRI performed a shallow test-pit excavation along the western perimeter of Tax Lot 2, midway between the northern limit of Lot 4 and Highway 99W. This test pit was excavated to a depth of roughly 10 feet, and the material removed consisted of gray silty sand. GRI observed no indication that fill material was present in the test pit, and the contractor indicated no fill had been placed in the limits of Tax Lot 2 to his knowledge.

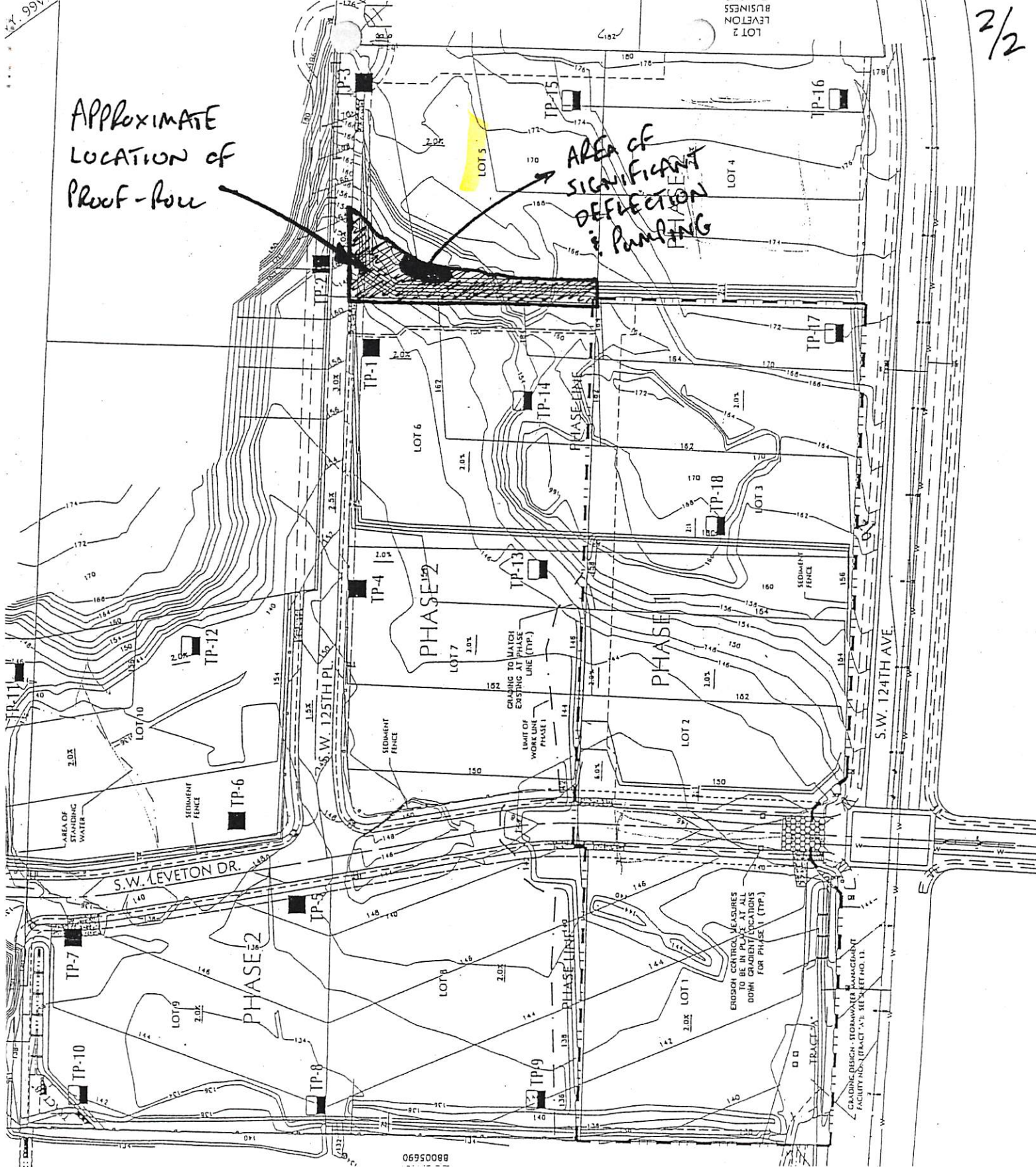
GRI will return to the site tomorrow morning to evaluate compaction of structural fill in Lots 5, 8, and 9.

Reviewed by: WSS ✓ [Signature] Date: 8.22.06 [Signature]

Comments: \_\_\_\_\_ Copies to: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

APPROXIMATE LOCATION OF POOL

AREA OF SIGNIFICANT DEFLECTION & PUMPING



TAX LOT 2

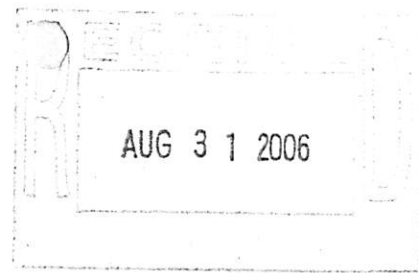
APPROXIMATE LOCATION OF TEST PIT EXCAVATION

#4297

8/14/2006



Geotechnical & Environmental Consultants  
 9725 SW Beaverton-Hillsdale Hwy., Suite 140  
 Portland, OR 97005-3364  
 503-641-3478 FAX 503-644-8034



# TRANSMITTAL

To: Lynn Henriksen  
 L.S. Henriksen Construction, Inc.  
 P.O. Box 230639  
 Tigard, OR 97281

Date: August 30, 2006

GRI Project No.: 4297

From: Stan Kelsay, PE; Matt Shanahan, PE; Jack Gordon / and

Re: Leveton Commons Phase 2

No. of Copies:	Dated:	Title:
1	8/25/06	Site Visit Report Lot 5 Proof-Roll Leveton Commons Phase 2 SW 125 <sup>th</sup> & Leveton Drive Tualatin, Oregon (Building Permit No.: 05-07)

Remarks: *Site Description*

*Address: SW 125<sup>th</sup> & Leveton Drive, Tualatin, Oregon*

*Building Permit No.: 05-07*

cc: Mike Darby / City of Tualatin  
 John Stelzenmuller / City of Tualatin - Building Department

Fax:  \_\_\_\_\_ (No. of pages including cover)

Mail:

Delivered:

Overnight:

Hold for Pickup:



Geotechnical & Environmental Consultants  
 9725 SW Beaverton-Hillsdale Hwy., Suite 140  
 Portland, OR 97005-3364  
 503-641-3478 FAX 503-644-8034

## SITE VISIT REPORT

<b>Project:</b> Leveton Commons Phase 2	<b>Report Sequence No.:</b>	Page <u>1</u> of <u>2</u>
<b>Feature:</b> Lots 5 Proof-Roll	<b>Date:</b> August 25, 2006	<b>Project No.:</b> 4297
<b>Client:</b> L.S. Henriksen Construction	<b>Time of Site Visit:</b> 11:00 AM	
<b>Site Address:</b> SW 125th and Leveton Drive	<b>Weather:</b> Sunny	
	<b>Submitted by:</b> Jack Gordon	
	<b>Contractor:</b> L.S. Henriksen Construction (LHS)	
	<b>Building Permit No.:</b> 05-07	

GRI visited the site to evaluate the compaction of structural fill within the limits of Lot 5. Met with Jim of L.S. Henriksen on site.

Since our last site visit, approximately 18 to 24 inches of structural fill consisting of gravelly silt with concrete and asphalt fragments had been placed and compacted in portions of Lot 5 as shown on the attached site map. The contractor indicated that fill material near optimum moisture content was stripped from the remaining area of Lot 5 and compacted with a large segmented-pad roller (CAT CS-563D). Grading plans for Lot 5 called for a net cut of the northern portion of the lot, and no fill was placed and compacted in these locations. The contractor indicated that Lot 5 fill was benched into existing grade as fill elevation increased. Compaction of Lot 5 fill was evaluated by observing a proof-roll using a fully-loaded dump truck. Minor deflection and pumping of the fill was noted under the weight of the truck in the approximate location shown on the attached site plan. The contractor indicated the area would be ripped, air-dried, and re-compacted prior to the final grading of Lot 5.

While on site, GRI noted that the majority of the existing fill in the northern cut portion of Lot 5 showed significant deflection and pumping under the weight of the loaded dump-truck. The contractor indicated these areas were not compacted after being cut to finish grade. In our opinion the relatively wet, non-structural fine grained fill soils exposed by the cut were likely disturbed by construction traffic. The surface fill soils should be evaluated by a geotechnical engineer prior to development of the lot. It may be necessary to overexcavate soft areas and backfill with structural fill.

Based on our observations, it is our opinion that the structural fill in Lot 5 was compacted in accordance with the project plans and specifications. GRI will return to the site at the request of Jim with L.S. Henriksen.

Reviewed by: Stan Kelley, PE

[Signature] PE  
 Date: 8-25-06

Comments: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Copies to: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

17.99

LOT 2  
LEVELON  
BUSINESS

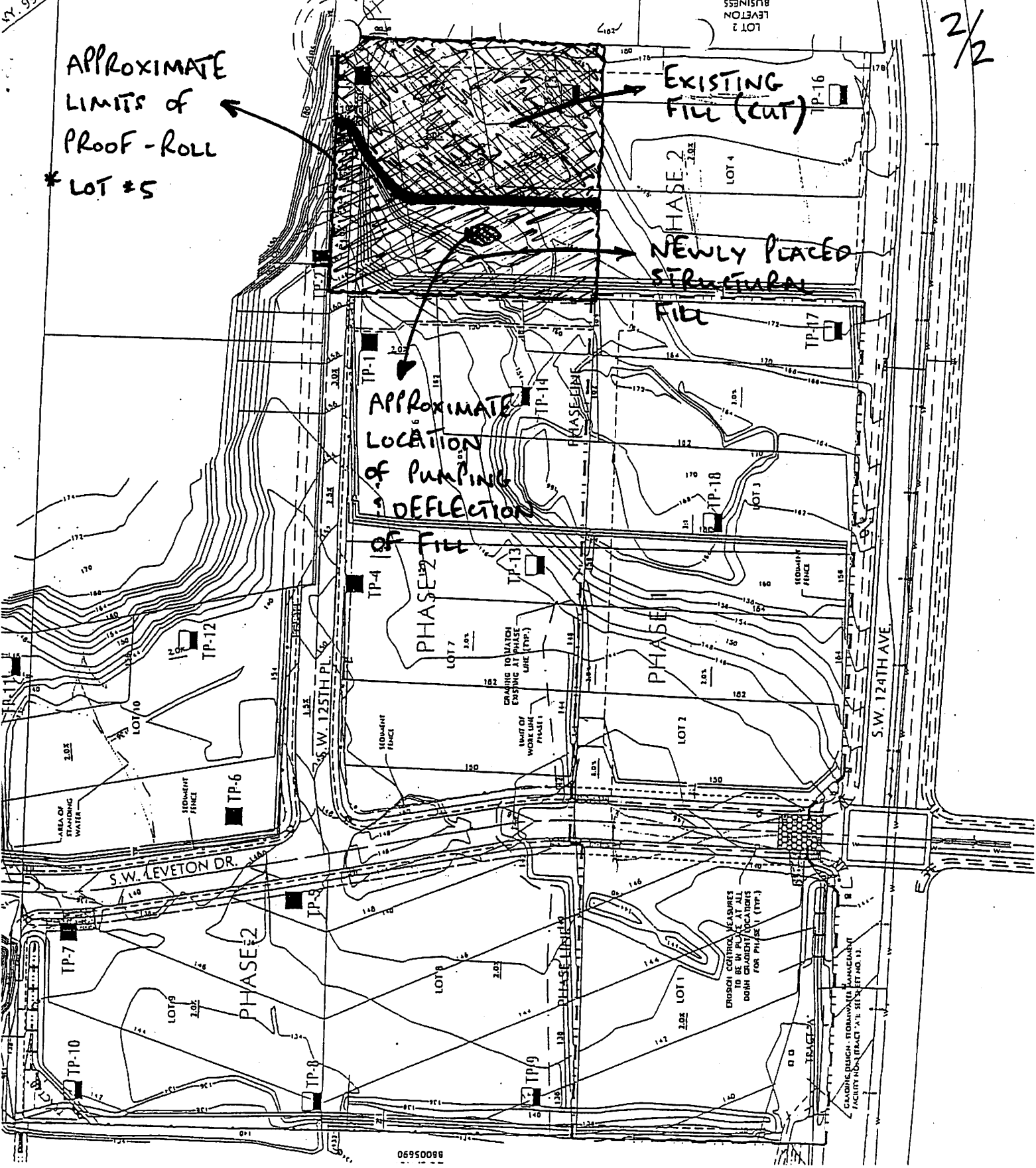
2/2

APPROXIMATE  
LIMITS OF  
PROOF-ROLL  
\* LOT #5

EXISTING  
FILL (CUT)

NEWLY PLACED  
STRUCTURAL  
FILL

APPROXIMATE  
LOCATION  
OF PUMPING  
& DEFLECTION  
OF FILL



88005690

# 4297

8/25/2006

**Exhibit "D"**  
**Neighborhood Meeting Notes & Mailing Affidavit**

**AFFIDAVIT OF MAILING NOTICE**

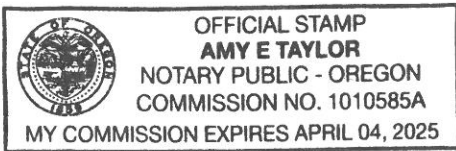
STATE OF OREGON )  
 ) SS  
COUNTY OF WASHINGTON )

I, AJ Michaud being first duly sworn, depose and say:

That on the 8<sup>th</sup> day of August, 2022, I served 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.

*AJ Michaud*  
Signature

SUBSCRIBED AND SWORN to before me this 8<sup>th</sup> day of August, 2022.



*Amy Taylor*  
Notary Public for Oregon  
My commission expires: April 4, 2025

RE: Pacific Cross - Neighborhood meeting  
18350 SW 126<sup>th</sup> Pl.  
Tualatin, OR 97062



**CERTIFICATION OF SIGN POSTING**

<p><b>NOTICE</b></p> <p><b>NEIGHBORHOOD / DEVELOPER MEETING</b></p> <p>__/__/2010 __:__.m.</p> <p>SW _____</p> <p>503-__-__</p>
---

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 \_\_\_\_\_ 18350 SW 126th Pacific Cross Building \_\_\_\_\_ project, I hereby certify that on this day, \_\_\_\_\_ 8/9/22 \_\_\_\_\_ 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: \_\_\_\_\_ AJ Michaud - RA Gray Construction \_\_\_\_\_

Applicant's Signature: \_\_\_\_\_ *(Please Print)*  


Date: \_\_\_\_\_ 8/9/22 \_\_\_\_\_



**NOTICE**

**NEIGHBORHOOD /  
DEVELOPER MEETING**

8/24/22 4:00 p.m.  
18350 SW 126<sup>th</sup> Pl  
503-692-4675



# Cash Register Receipt

City of Tualatin

Receipt Number  
**R8708**

DESCRIPTION	ACCOUNT	QTY	PAID
<b>AECTRAK</b>			<b>\$35.00</b>
<b>AEC1400</b>	<b>Address: AJ Michaud</b>	<b>Apn:</b>	<b>\$35.00</b>
			\$35.00
MAILING LIST LABELS	XA01	1	\$35.00
<b>TOTAL FEES PAID BY RECEIPT: R8708</b>			<b>\$35.00</b>

Date Paid: Friday, July 29, 2022  
Paid By: RA GRAY CONSTRUCTION LLC  
Cashier: LHAG  
Pay Method: CREDIT CARD 09941G

# NEIGHBORHOOD MEETING SIGN IN SHEET

Proposed Project: PACIFIC CROSS BUILDING

Proposed Project Location: 18350 SW 126<sup>TH</sup> PL

Project Contact: AS MICHAUD 503-692-4675

Meeting Location: AT SITE

Meeting Date: 8/24/22 4:00 PM

Name	Address	E-Mail	Please identify yourself (check all that apply)			
			Resident	Property owner	Business owner	Other
Will Wright	809 N. Russell St. PDX	will@wrightcommercial.com			X	
Eric Ziegler	809 N. Russell St. PDX	eric@wrightcommercial.com			X	
JENNIFER AN KRAMMER	2397 NW Kings Crumble	jennifer.krammer@comcast.net		X		
Mark Schreiber	6348 SW 126th Pl, Tualatin	mschreiber@rkt.com			X	



P.O. Box 1000  
Sherwood, Or 97140

August 8, 2022

R. A. Gray Construction  
12705 SW Herman Rd.  
Tualatin, OR 97104

RE: Neighborhood Meeting for a New Building 18,000 SF located at 18350 SW 126<sup>th</sup> Place

Dear Property Owner,

You are cordially invited to attend a neighborhood meeting on 8/24 at 4:00 PM and at 18350 SW 126<sup>th</sup> Pl Tualatin, OR 97062. This meeting shall be held to discuss a proposed project located at the above address. The proposal is for 18,000 square feet pre-engineered metal building, loading dock, overhead doors at ground level, 1,600 square feet of office space and restrooms and a new driveway access.

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.

Sincerely,

AJ Michaud  
Project Manager/ Vice President

(503)692-4675  
ajmichaud@ragrayconst.com

R.A. Gray Construction, LLC  
P.O. Box 1000 Sherwood, OR 97140  
503-692-4675



**Exhibit "G"**  
**Pre-Application Meeting Notes**



# RA GRAY CONSTRUCTION

18350 SW 126th Place

Pre-Application Meeting Summary – Updated 4-13-22

Thank you for discussing your proposed industrial development project to place a new 16,400 square feet pre-engineered metal building, loading dock, overhead doors at ground level, 1,800 square feet office space and restrooms and a new driveway access. Below you will find a summary of our discussion points. If there is anything else from our meeting that you wish to document, please respond with your notes as well. Thank you.

## Required Land Use Reviews

Submit electronically via eTrakit: <https://permits.ci.tualatin.or.us/eTrakit/>

Required Reviews: 1) Type III Conditional Use Approval and 2) Type II Architectural Review

Note: While [TDC 32.020](#) provides for multiple application reviews. However, the Type III Conditional Use Permit (CUP) would need to be approved prior to processing the Type II Architectural Review. Without the Type III being approved there is no reason to review a Type II that is dependent on the Type III being approved by the Planning Commission.

**Use:** Building contractors offices with on-site storage of equipment or materials requires approval of a conditional use permit within the Light Manufacturing (ML) zone.

Table 60-1

Light Manufacturing	P/C (L)	Conditional uses limited to: <ul style="list-style-type: none"> <li>• Machine shop over 7,500 square feet;</li> <li>• Building, heating, plumbing and electrical contractor's offices, with on-site storage of equipment or materials;</li> <li>• Casting or fabrication of metals.</li> </ul> All other uses permitted outright.
---------------------	---------	---

## **TDC 39.400. - Light Manufacturing.**

(1) *Characteristics.* Light Manufacturing is the assembly, fabrication, or processing of goods and materials using processes that ordinarily do not create noise, smoke, fumes, odors, glare, or health or safety hazards outside of the building or lot where such activity takes place, and where such processes are housed entirely within a building. Light Manufacturing also includes the repair and/or servicing of industrial, business, or consumer machinery, equipment, products or by-products, or in training or instruction of such repair or servicing. Products are generally not displayed or sold on site, but if so, sales and display are accessory to the primary use and subject to restrictions, such as size, set forth in



the planning district in which the use will be located. All industrial uses must continually comply with the Environmental Regulations specified in TDC [Chapter 63](#).

(2) *Examples of Uses.*

- Building, heating, plumbing and electrical contractor's offices, with on-site storage of equipment or materials.

[...]

**Neighborhood/Developer Meeting**

- Holding a Neighborhood/Developer meeting is required for both the Conditional Use Permit and Architectural Review applications.
- Neighborhood/Developer meetings should generally be held no more than six months prior to your application being submitted to the City of Tualatin. More detailed information about this meeting, is online here: <https://www.tualatinoregon.gov/planning/neighborhood-developer-meetings>
- Applicants are responsible for mailing and posting notice of your Neighborhood Developer meeting. The City can provide a list of addresses for your notice letters. This mailing list includes neighboring property owners, but communicating with your current residents is also encouraged to proactively address concerns. Please email us at [planning@tualatin.gov](mailto:planning@tualatin.gov) to request a Mailing List for a \$32 fee.

**TDC 33.040 - Conditional Use Permit application (Type III)**

- Conditional Use Permits are heard by the Tualatin Planning Commission. The Planning Commission meets on the third Thursday of each month. The process from a complete application to potential approval at a hearing takes approximately 2 ½ to 3 months. Staff will schedule your public hearing after your application has been deemed complete. [TDC 32.160](#) describes the Completeness Review process.

**TDC 33.040(5) Criteria include:**

- (5) *Approval Criteria.* The applicant must provide evidence substantiating that all the requirements of this Code relative to the proposed use are satisfied and demonstrate that the proposed use also satisfies the following criteria:
- (a) The use is listed as a conditional use in the underlying zone;
  - (b) The characteristics of the site are suitable for the proposed use, considering size, shape, location, topography, existence of improvements and natural features;
  - (c) The proposed development is timely, considering the adequacy of transportation systems, public facilities, and services existing or planned for the area affected by the use;
  - (d) The proposed use will not alter the character of the surrounding area in any manner that substantially limits, impairs, or precludes the use of surrounding properties for the primary uses listed in the underlying zone; and
  - (e) The proposal satisfies those objectives and policies of the Tualatin Comprehensive Plan that are applicable to the proposed use.

The full text of the Tualatin Comprehensive Plan is available at:

[https://www.tualatinoregon.gov/sites/default/files/fileattachments/planning/page/4716/comprehensive\\_plan\\_web.pdf](https://www.tualatinoregon.gov/sites/default/files/fileattachments/planning/page/4716/comprehensive_plan_web.pdf).

**Architectural Review Application:**

Type II Land Use Decision – See [TDC 33.020\(3\)](#)

[https://www.tualatinoregon.gov/sites/default/files/fileattachments/planning/page/5081/ar\\_instructions\\_2019\\_withforms.pdf](https://www.tualatinoregon.gov/sites/default/files/fileattachments/planning/page/5081/ar_instructions_2019_withforms.pdf)

Type II AR applications and examples for industrial development found here:  
<https://www.tualatinoregon.gov/planning/ar-21-0012-manhasset-industrial>

Criteria to address for your AR narrative includes:

- **Tualatin Municipal Code:**
  - [03-02: Sewer Regulations;](#)
  - [03-03: Water Service;](#)
  - [03-05: Soil Erosion, Surface Water Management, Water Quality Facilities, and Building & Sewers;](#)
  
- **Tualatin Development Code:**
  - [32: Procedures;](#)
  - [33.020: Architectural Review;](#)
  - [33.110: Tree Removal Permit/Review;](#)
  - [60: Light Manufacturing Zone;](#)
  - [63: Industrial Uses – Environmental Regulations;](#)
  - [73A: Site Design Standards](#)
  - [73B: Landscaping Standards](#)
  - [73C: Parking Standards](#)
  - [73D: Waste and Recycling](#)
  - [74: Public Improvements](#)
  - [75: Access Management](#)

**Type II Timeline:**

- Decided by staff:
  - 30 day Completeness Review
  - Staff issues Notice of Application after application is deemed complete:
    - 14 day comment period
    - Those who comment gain standing for potential appeal
  - Draft decision shared with applicant and property owner within 60 days of complete application
  - Notice of Decision:
    - 14 day appeal period – opportunity to appeal decision to City Council

**Required Service Provider Letters**

Clean Water Services will comment on additional natural resource, through their Review process. The Service Provider Letter from CWS is a requirement of a complete land use or Engineering permit submittal. For more information, see <http://www.cleanwaterservices.org/permits-development/step-by-step-process/environmental-review/>

Coordination with Republic Services, the City’s waste disposal service, is required as part of the Architectural Review process. To obtain a service provider letter for proposed development, please work directly with John Olivares, Operations Manager: [jolivares@republicservices.com](mailto:jolivares@republicservices.com) and (503) 826-7139.

Coordination with TVF&R, the City's emergency and fire protection service, is required as part of the Architectural Review process. To obtain a service provider letter for proposed development, please work directly with TVF&R: <https://www.tvfr.com/FormCenter/Public-Records-7/Service-provider-permit-for-Tualatin-73>

### Highlighted Site Design Standards

Permitted and conditional uses are listed in [Table 60-1](#), and use categories are described in [Chapter 39](#). Manufacturing and warehousing are permitted within the MG zone; however a conditional use permit is required for the warehousing of building materials and supplies.

- [Table 60-2](#): Parking and Circulation Areas require a minimum setback of 5 feet; Side and rear setbacks are discretionary to be set within 0-50 feet. Other planning requirements, including a 5-foot landscaping perimeter, and building code concerns, should be considered when justifying an appropriate setback in your narrative.
- [TDC 73A.500](#): Industrial designs standards must be met including walkways, accessways, safety and security, and service, deliver and screening;
- [TDC 73B.020\(3\)](#): The ML zones requires a minimum of 15% landscaping of the total area to be developed.
- [TDC 73B.060\(1\)](#): Minimum 5-foot-wide landscaped area must be located along all building perimeters viewable by the general public from parking lots or the public right-of-way, but the following may be used instead of the 5-foot-wide landscaped area requirement
- [TDC 73B.080](#).: Minimum Landscaping Standards for All Zones – Landscaping must meet applicable TDC requirements. No landscaping plan was provided for review.
- TDC 73C.: Both vehicle and bicycle parking will be required.
- [TDC 73D.010\(1\)](#): The requirements of the waste and recyclables management standards apply to all new industrial developments.
- ADA Parking – ADA parking will be required.
- Existing Access Easement: Note that the access easement on the north end of the property needs to be preserved.

Note: This is not an exhaustive list of requirements. This listed has been put together based on the information provided at the preapplication meeting. The submittal of a full application may bring to light needed additional requirements or items needed for submittal.

### Tree Removal:

Four or fewer trees may be removed within a single calendar year from a single parcel of property or contiguous parcels of property under the same ownership without a permit. Tree is defined as: a living, standing, woody plant having a trunk eight inches or more in diameter, widest cross section, at a point four feet above mean ground level.

If required, tree removal is reviewed under the Architectural Review application. A tree preservation plan and a tree assessment report prepared by a certified arborist are required to address the approval criteria for tree removal found in [TDC 33.110\(5\)](#).

### Natural resources:

Clean Water Services will comment on additional natural resource, through their Review process. The Service Provider Letter from CWS is a requirement of a complete land use or Engineering permit submittal. For more information, see <http://www.cleanwaterservices.org/permits-development/step-by-step-process/environmental-review/>

### Public Utilities and Other Site Development

- Request available public utility as-builts by emailing [tdoran@tualatin.gov](mailto:tdoran@tualatin.gov).
- Apply for Tualatin Erosion Control, Public Works, and Water Quality Permits electronically via eTrakit: <https://permits.ci.tualatin.or.us/eTrakit/>.
- An Erosion Control permit is required from Tualatin for projects disturbing over 500 square feet.
  - Additionally if between one and five acres are disturbed, a 1200CN is needed from CWS.
  - If over five acres are disturbed, a 1200C is needed from DEQ.
- A Water Quality Permit is needed for construction and modification of public and private impervious areas. The permit will include wetland mitigation/revegetation required by CWS SPL in addition to treatment, detention as required for conveyance, and hydromodification per CWS D&CS Ch 4.
  - Include all private stormwater treatment and conveyance within a maintenance agreement including existing facilities.
  - For water quality permit application completeness submit stormwater plans and calculations certified by an Oregon registered, professional engineer in accordance with TMC 3-5-390(1) proving proposed systems:
    - In accordance with TMC 3-5-200 through 3-5-430, TDC 74.630 and 74.650, Public Works Construction Code (PWCC), and Clean Water Services' (CWS) Design and Construction Standards (D&CS) Chapter 4.
    - Show onsite facilities for proposed new and modified impervious areas.
    - Address runoff from all new and modified private impervious areas.
    - Treat new and modified impervious areas in accordance with CWS D&CS 4.08.1.d meeting phosphorous removal in accordance with TMC 3-5-350 per the design storm in accordance with TMC 3-5-360 and CWS D&CS 4.08.2.
    - Detain up to the 25 year storm event in accordance with the Leveton Drainage Basin, TMC 3-5-220, TMC 3-5-230, and CWS D&CS 4.08.
    - Accommodate hydromodification in accordance with CWS D&CS 4.03.5.
    - Include conveyance calculations that accommodates up to a 25-year storm event with 100-year overland flow to the public stormwater system in accordance with TDC 74.640 and CWS D&CS 5.05.2.d.
      - Downstream evaluation with a maximum of 82% capacity within public lines per [TMC 3-5-210 - Review of Downstream System](#)
    - Demonstrate compliance with the Clean Water Services' Service Provider Letter CWS conditions sufficient to obtain a Stormwater Connection Permit Authorization Letter in accordance with TDC 74.650(2) and CWS D&CS 3.01.2(d).
  - If the proposed water quality facility includes infiltration in the design, a Geotech/soil/infiltration report will need to be submitted to Engineering for a complete land use application.
- A Public Works Permit is needed for any sanitary sewer, stormwater, or water line work within right-of-way or public easements.