





## Land Use Application

Project Information		
Project Title: <u>Cipole Road Commercial Building</u>		
Brief Description: <u>Construction of a new, single story slab-on-grade commercial building</u>		
Estimated Construction Value: <u>\$600,000<sup>00</sup></u>		
Property Information		
Address: <u>19452 Cipole Road, Tualatin OR 97052</u>		
Assessor's Map/Tax Lot Number: <u>TLID 25121 DB90015</u>		
Applicant/Primary Contact		
Name: <u>Carson Pike</u>	Company Name: <u>TS Construction</u>	
Address: <u>9760 SW Tigard St</u>		
City: <u>Tigard</u>	State: <u>OR</u>	ZIP: <u>97223</u>
Phone: <u>(503)-517-8701</u>	Email: <u>cpike@tsconstructionmanagement.com</u>	
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: <u>06/25/2025</u>
Property Owner		
Name: <u>WH Shipman LTD</u>		
Address: <u>16-127 Lapa'au Rd, Kea'au HI 96749</u>		
City: <u>Kea'au</u>	State: <u>HI</u>	ZIP: <u>96749</u>
Phone: <u>808-896-6770</u>	Email: <u>klee@whshipman.com</u>	
Letter of authorization is required if not signed by owner.		
Property Owner's Signature: 		Date: <u>06/25/2025</u>

### LAND USE APPLICATION TYPE:

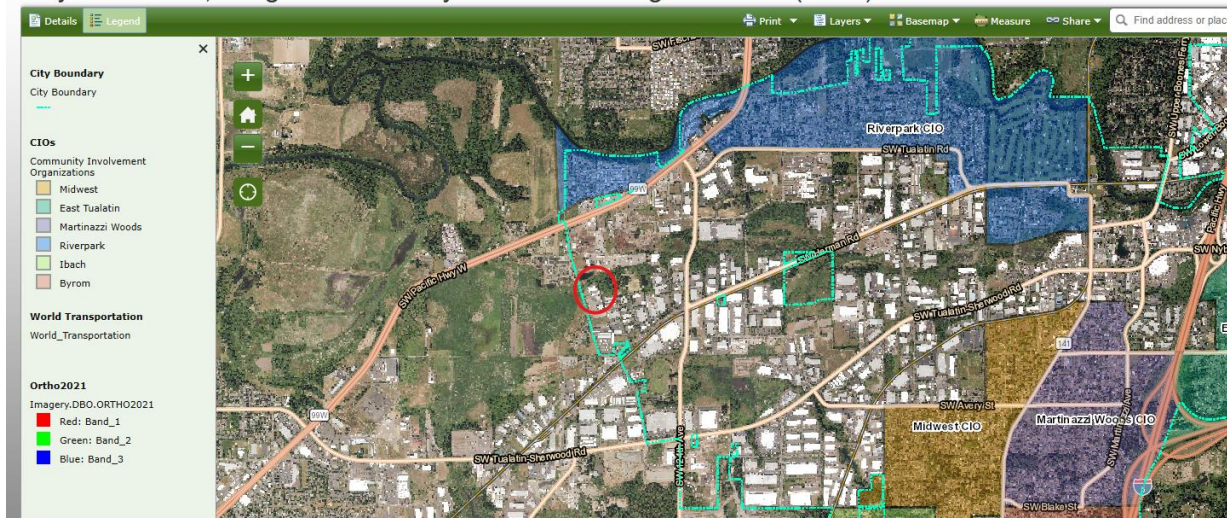
- |  |   |   |
|--|---|---|
| <input type="checkbox"/> Annexation (ANN)                          | <input type="checkbox"/> Conditional Use (CUP)        | <input type="checkbox"/> Minor Architectural Review (MAR) |
| <input checked="" type="checkbox"/> Architectural Review (AR)      | <input type="checkbox"/>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

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



To whom it may concern, this letter identifies that the development site, 19452 SW Cipole Road (Tax ID: 2S121DB90015) is not within, or adjacent to, any city-recognized Citizen Involvement Organization (CIO) boundaries per TDC 32.140(1)(h).

#### City of Tualatin, Oregon Community Involvement Organizations (CIOs)



Carson Pike, Project Manager  
TS Construction Management  
P.O. Box 885  
Tualatin, OR 97062  
Cell (503)-867-0051  
[cpike@tsconstructionmanagement.com](mailto:cpike@tsconstructionmanagement.com)

## Carson Pike

---

**From:** Carson Pike  
**Sent:** Friday, May 23, 2025 2:29 PM  
**To:** Catherine Holland  
**Subject:** Re: New Construction - Commercial Building CIO Identification

Afternoon Cathy,

I need to send an update out today for this project.

Any word from the CIO's?

Thanks

---

**From:** Carson Pike <cpike@tsconstructionmanagement.com>  
**Sent:** Tuesday, May 20, 2025 10:27 AM  
**To:** Catherine Holland <tualatincio@gmail.com>  
**Subject:** Re: New Construction - Commercial Building CIO Identification

Good Morning Catherine,

I just wanted to touch base and see if any of the CIO's had anything to say about this project.

Thanks!



Carson Pike, Project Manager

TS Construction Management

P.O. Box 885

Tualatin, OR 97062

Cell (503)-867-0051

[cpike@tsconstructionmanagement.com](mailto:cpike@tsconstructionmanagement.com)

---

**From:** Carson Pike <cpike@tsconstructionmanagement.com>  
**Sent:** Tuesday, May 6, 2025 2:10 PM  
**To:** Catherine Holland <tualatincio@gmail.com>  
**Subject:** Re: New Construction - Commercial Building CIO Identification

If it works for you, I'll share all the pertinent information here for you to share with the leaders.

Application: AR24-0003

Address: 19452 Cipole Road, Tualatin OR 97062

Quick Description: Construction of a new 4310sqft pre-engineered metal building with slab-on-grade construction. The lot is home to an existing structure, and this will act as an additional office/warehouse combo for three separate tenant spaces.

Let me know if I can provide anything else!

Thanks,



**CONSTRUCTION  
MANAGEMENT**

Carson Pike, Project Manager

TS Construction Management

P.O. Box 885

Tualatin, OR 97062

Cell (503)-867-0051

[cpike@tsconstructionmanagement.com](mailto:cpike@tsconstructionmanagement.com)

---

**From:** Carson Pike <[cpike@tsconstructionmanagement.com](mailto:cpike@tsconstructionmanagement.com)>

**Sent:** Tuesday, May 6, 2025 1:33 PM

**To:** Catherine Holland <[tualatincio@gmail.com](mailto:tualatincio@gmail.com)>

**Subject:** Re: New Construction - Commercial Building CIO Identification

Awesome,

Thank you for the clarification and help!



**CONSTRUCTION  
MANAGEMENT**

Carson Pike, Project Manager

TS Construction Management

P.O. Box 885

Tualatin, OR 97062

Cell (503)-867-0051

[cpike@tsconstructionmanagement.com](mailto:cpike@tsconstructionmanagement.com)

**From:** Catherine Holland <tualatincio@gmail.com>  
**Sent:** Tuesday, May 6, 2025 11:47 AM  
**To:** Carson Pike <cpike@tsconstructionmanagement.com>  
**Subject:** Re: New Construction - Commercial Building CIO Identification

Carson,

You are correct. The code does not require you to do so. However, I suggest you do because you are on the edge and the center of the city. Your project may have an impact on Tualatin-Sherwood Road, SW 124th, SW Herman Road, or SW Tualatin Road. I don't know. It may lead to new roads. I don't know. Once you have your description, CIO leaders will know if you or traffic from your project might have an impact. If they look at it and decide not to share it with their neighborhood, then all is good. If they do, then they will let you know.

On the other hand, you could just share it to this email address. It is my custom to share it with all the leaders. Nearly all the time, with one recent exception, they do not have an opinion.

Up to you. Good luck! Cathy

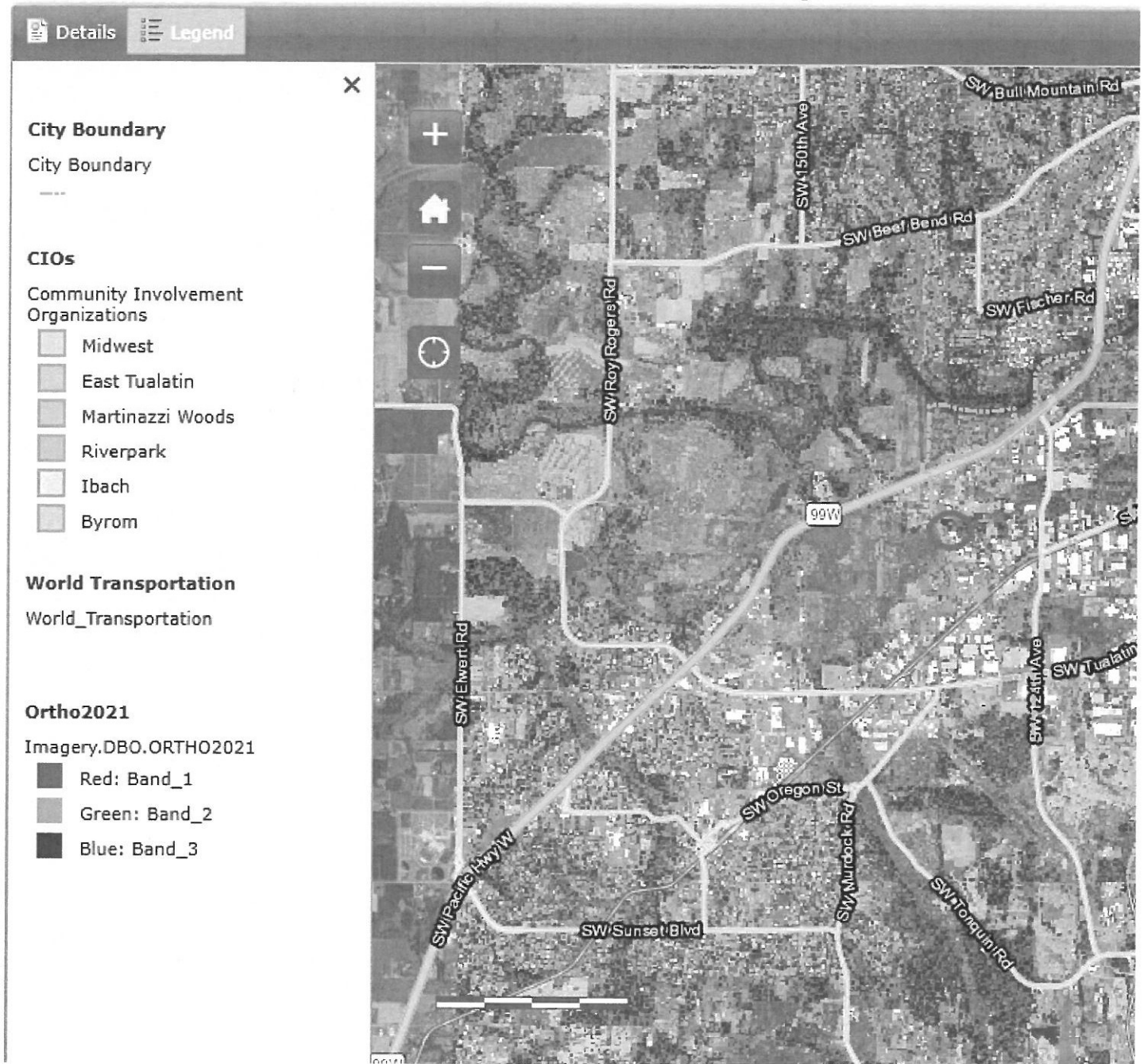
On Mon, May 5, 2025 at 10:39 AM Carson Pike <cpike@tsconstructionmanagement.com> wrote:  
Good Morning Catherine,

Thank you for getting back to me on this!

I guess I'm a bit confused on the need to reach out to everybody based on our location.

Even if we don't border or are within any Residential CIO's, do I still need to reach out to them?

# City of Tualatin, Oregon Community Involvement C



Thank you for the help!



Carson Pike, Project Manager

TS Construction Management

P.O. Box 885

Tualatin, OR 97062  
Cell (503)-867-0051  
[cpike@tsconstructionmanagement.com](mailto:cpike@tsconstructionmanagement.com)

---

**From:** Catherine Holland <[tualatincio@gmail.com](mailto:tualatincio@gmail.com)>  
**Sent:** Sunday, May 4, 2025 12:00 PM  
**To:** Carson Pike <[cpike@tsconstructionmanagement.com](mailto:cpike@tsconstructionmanagement.com)>  
**Subject:** Re: New Construction - Commercial Building CIO Identification

Hi Carson,

Thanks for reaching out. Since your project is in the central area, I suggest you send notices to all residential CIOs and the Commercial CIOs.

The CIO contact list is attached to this email.

Regards,  
Cathy Holland

On Thu, May 1, 2025 at 12:44 PM Carson Pike <[cpike@tsconstructionmanagement.com](mailto:cpike@tsconstructionmanagement.com)> wrote:  
Good Afternoon,

I have been with working with Keith Leonard for the Architectural review of our new commercial building located at 19452 SW Cipole Road, Tualatin OR 97062.

Keith directed me to ask which CIO (if any) would apply to our project address.

For our Architectural Review Submission I know I will also need a summary of our correspondence and would take any advise on the best way to phrase our findings.

Thank you,



Carson Pike, Project Manager

TS Construction Management

P.O. Box 885  
Tualatin, OR 97062  
Cell (503)-867-0051  
[cpike@tsconstructionmanagement.com](mailto:cpike@tsconstructionmanagement.com)



# Chicago Title Insurance Company

## OWNER'S POLICY OF TITLE INSURANCE

Issued by  
*Chicago Title Insurance Company*

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, CHICAGO 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.
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 protection

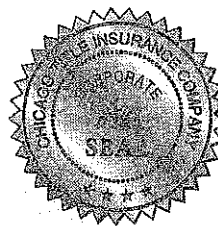
if a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.

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.

IN WITNESS WHEREOF, CHICAGO TITLE INSURANCE COMPANY has caused this policy to be signed and sealed by its duly authorized officers.

**Chicago Title Insurance Company**



By:

*(Signature of President)*

President

ATTEST:

*(Signature of Secretary)*

Secretary

Countersigned: \_\_\_\_\_

*(Signature of Noman Lee)*

Authorized Signature

## SCHEDULE A

Chicago Title Insurance Company  
8585 SW Cascade Avenue, Suite 200  
Beaverton, OR 97008

File No. 472512504412KN-CT50  
Policy No.: 472512504412KN  
Address Reference: 19450 SW Cipole Road, Tualatin, OR 97062  
Amount of Insurance: \$ 1,800,000.00  
Premium: \$ 3,300.00  
Date of Policy: March 27, 2013 at 02:48 PM

1. Name of Insured:  
W.H. Shipman, Limited, a Hawaii corporation
2. The estate or interest in the Land that is insured by this policy is:  
A Fee
3. Title is vested in:  
W.H. Shipman, Limited, a Hawaii corporation
4. The Land referred to in this policy is described as follows:  
See Schedule C Attached Hereto

**Policy Valid Only If Schedule B is Attached**

## SCHEDULE B

File No. 472512504412KN-CT50

Policy No. 472512504412KN

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, 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.
5. Any lien for services, labor or material heretofore or hereafter furnished, or for contributions due to the State of Oregon for unemployment compensation or worker's compensation, imposed by law and not shown by the Public Records.

### SPECIFIC ITEMS AND EXCEPTIONS:

6. Easements for the purposes shown below and rights incidental thereto, as granted in a document:  
Granted to: The City of Tualatin  
Purpose: Sanitary sewer, pump station and slopes  
Recording Date: November 19, 1985  
Recording No: 85-046135  
Affects: Various portions of said plat

And as shown on the recorded plat of CIPOLE COMMERCIAL CENTER CONDOMINIUM.

7. Waiver of Remonstrance and Consent to Local Improvement District:  
Purpose: Street Improvement  
Recording Date: April 7, 1993  
Recording No.: 93-026024
8. Waiver of Remonstrance and Consent to Local Improvement District:  
Purpose: Non-access reserve strip  
Recording Date: April 7, 1993  
Recording No.: 93-026025

## SCHEDULE B

(Continued)

File No. 472512504412KN-CT50

Policy No. 472512504412KN

9. The matters set forth in the document shown below which, among other things, contains or provides for: certain easements; liens and the subordination thereof; provisions relating to partition; restrictions on severability of component parts; and covenants, conditions and restrictions but omitting any covenants or restrictions, if any, including, but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, source of income, gender, gender identity, gender expression, medical condition or genetic information, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law.

Entitled: Declaration of Unit Ownership

Recording Date: May 30, 2001

Recording No: 2001--051121

Said Declaration contains among other things, provisions for levies and assessments of the Cipole Commercial Center Homeowners Association.

There are no liens or assessments as of the date of this Policy.

10. By-laws of Cipole Commercial Center Condominium, including the terms and provisions thereof;

Recording Date: May 30, 2001

Recording No.: 2001-051122

As Amended by instrument, including the terms and provisions thereof;

Recording Date: March 27, 2013

Recording No.: 2013-027303

11. Full-Recourse Line of Credit Instrument, Mortgage, Security Agreement,, Assignment of Leases and Rents, and Fixture Filing, including the terms and provisions thereof, given to secure an indebtedness with interest thereon and such future advances as may be provided therein;

Dated: March 27, 2013

Recording Date: March 27, 2013

Recording No: 2013-027308

Amount: \$783,000.00

Mortgagor: W.H. Shipman, Limited, a Hawaii corporation

Mortgagee: United Farm Family Mutual Insurance Company

12. A financing statement as follows:

Debtor: W.H. Shipman, Limited

Secured Party: United Farm Family Mutual Insurance Company

Recording Date: March 27, 2013

Recording No: 2013-027309

Oregon Title Insurance Rating Organization (OTIRO)

OTIRO No. PO-04

American Land Title Association

ALTA Owner's Policy (6-17-2006)

**SCHEDULE B**  
(Continued)

File No. 472512504412KN-CT50  
Policy No. 472512504412KN

13. The rights of the following named tenants, as tenants only, with no option to purchase or right of first refusal, as set forth on unrecorded subordination, non-disturbance and attornment agreements provided to Chicago Title Insurance Company at closing;
- a) Northwest Premier Meats, Inc., an Oregon corporation
  - b) D. L. Custom Cabinets, LLC, an Oregon limited liability company
  - c) R. Hawkins, Inc., an Oregon corporation
  - d) Chris Herold
  - e) Studio Ten XIII, Inc., an Oregon corporation
  - f) Piccolo Barile, LLC, an Oregon corporation
  - g) Lubbers Home Preservation
  - h) Blackburn & Allen, Inc., an Oregon corporation
  - i) Northstar Electric
  - j) Raz Enterprises, Inc., an Oregon corporation

## **SCHEDULE C**

File No. 472512504412KN-CT50

Policy No. 472512504412KN

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

Units 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14 and 15, CIPOLE COMMERCIAL CENTER CONDOMINIUM, in the City of Tualatin, County of Washington and State of Oregon.

TOGETHER WITH the respective limited common elements and the undivided interest in the general common elements appurtenant thereto, as set forth in Declaration of Unit Ownership recorded May 30, 2001 as Recorder's Fee No. 2001-051121.



## 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.

- (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 autho-

ized by the Company up to the time of payment and that the Company is obligated to pay.

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

#### 8. DETERMINATION AND EXTENT OF LIABILITY

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

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

#### 9. LIMITATION OF LIABILITY

- (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

Chicago Title Insurance Company  
National Claims Administration  
P.O. Box 45023  
Jacksonville, Florida 32232-5023



CHICAGO  
TITLE INSURANCE  
COMPANY

P.O. Box 45023  
Jacksonville, Florida 32232-5023

## Service Provider Letter

This form and the attached conditions will serve as your Service Provider Letter in accordance with Clean Water Services Design and Construction Standards (R&O 19-5, as amended by R&O 19-22).

Jurisdiction:	<u>City of Tualatin</u>	Review Type:	<u>Allowed Use</u>
Site Address	<u>19450 SW Cipole Road</u>	SPL Issue Date:	<u>May 27, 2025</u>
/ Location:	<u>Tualatin, OR 97062</u>	SPL Expiration Date:	<u>May 27, 2027</u>

### Applicant Information:

Name CARSON PIKE  
 Company TS CONSTRUCTION MANAGEMENT  
 Address 9760 SW TIGARD STREET  
TIGARD, OR 97223  
 Phone/Fax (503) 517-8701  
 E-mail: cpike@tsconstructionmanagement.com

### Owner Information:

Name KIMO LEE  
 Company WH SHIPMAN LTD.  
 Address 16-127 LAPA'AU RD  
KEA'AU, HI 96749  
 Phone/Fax (808) 896-6770  
 E-mail: klee@whshipman.com

### Tax lot ID

2S121DB90000 & 90015

### Development Activity

Commercial Building Addition

### Pre-Development Site Conditions:

Sensitive Area Present: ☒ On-Site ☒ Off-Site  
 Vegetated Corridor Width: Variable  
 Vegetated Corridor Condition: Good/Degraded

### Post Development Site Conditions:

Sensitive Area Present: ☒ On-Site ☒ Off-Site  
 Vegetated Corridor Width: Variable

Enhancement of Remaining  
 Vegetated Corridor Required: ☒

Square Footage to be enhanced: 23,109

### Encroachments into Pre-Development Vegetated Corridor:

Type and location of Encroachment:	Square Footage:
<u>Stormwater outfall pipe (Temporary encroachment; Restoration and planting in-place required)</u>	<u>113</u>
<u>Stormwater rip rap outfall (Permanent encroachment; No mitigation required under 100 SF)</u>	<u>55</u>

### Mitigation Requirements:

Type/Location	Sq. Ft./Ratio/Cost
<u>No additional mitigation required. See above.</u>	<u>0</u>

☒ Conditions Attached ☒ Development Figures Attached ( 2 ) ☒ Planting Plan Attached ☐ Geotech Report Required

**This Service Provider Letter does NOT eliminate the need to evaluate and protect water quality sensitive areas if they are subsequently discovered on your property.**

**In order to comply with Clean Water Services water quality protection requirements the project must comply with the following conditions:**

1. No structures, development, construction activities, gardens, lawns, application of chemicals, uncontained areas of hazardous materials as defined by Oregon Department of Environmental Quality, pet wastes, dumping of materials of any kind, or other activities shall be permitted within the sensitive area or Vegetated Corridor which may negatively impact water quality, except those allowed in R&O 19-5, Chapter 3, as amended by R&O 19-22.
2. **Prior to any site clearing, grading or construction the Vegetated Corridor and water quality sensitive areas shall be surveyed, staked, and temporarily fenced per approved plan. During construction the Vegetated Corridor shall remain fenced and undisturbed except as allowed by R&O 19-5, Section 3.06.1, as amended by R&O 19-22 and per approved plans.**
3. If there is any activity within the sensitive area, the applicant shall gain authorization for the project from the Oregon Department of State Lands (DSL) and US Army Corps of Engineers (USACE). The applicant shall provide Clean Water Services or its designee (appropriate city) with copies of all DSL and USACE project authorization permits.
4. An approved Oregon Department of Forestry Notification is required for one or more trees harvested for sale, trade, or barter, on any non-federal lands within the State of Oregon.
5. Prior to any ground disturbing activities, an erosion control permit is required. Appropriate Best Management Practices (BMP's) for Erosion Control, in accordance with Clean Water Services' Erosion Prevention and Sediment Control Planning and Design Manual, shall be used prior to, during, and following earth disturbing activities.
6. Prior to construction, a Stormwater Connection Permit from Clean Water Services or its designee is required pursuant to Ordinance 27, Section 4.B.
7. Activities located within the 100-year floodplain shall comply with R&O 19-5, Section 5.10, as amended by R&O 19-22.
8. Removal of native, woody vegetation shall be limited to the greatest extent practicable.
9. The water quality swale and detention pond shall be planted with Clean Water Services approved native species, and designed to blend into the natural surroundings.
10. **Should final development plans differ significantly from those submitted for review by Clean Water Services, the applicant shall provide updated drawings, and if necessary, obtain a revised Service Provider Letter.**
11. The Vegetated Corridor width for sensitive areas within the project site shall be a minimum of 50 feet wide, as measured horizontally from the delineated boundary of the sensitive area.
12. For Vegetated Corridors up to 50 feet wide, the applicant shall enhance the entire Vegetated Corridor to meet or exceed good corridor condition as defined in R&O 19-5, Section 3.14.2, Table 3-3, as amended by R&O 19-22.
13. **Removal of invasive non-native species by hand is required in all Vegetated Corridors rated ""good."" Replanting is required in any cleared areas larger than 25 square feet using low impact methods. The applicant shall calculate all cleared areas larger than 25 square feet prior to the preparation of the required Vegetated Corridor enhancement/restoration plan.**
14. Prior to any site clearing, grading or construction, the applicant shall provide Clean Water Services with a Vegetated Corridor enhancement/restoration plan. Enhancement/restoration of the Vegetated Corridor shall be provided in accordance with R&O 19-5, Appendix A, as amended by R&O 19-22, and shall include planting specifications for all Vegetated Corridor, including any cleared areas larger than 25 square feet in Vegetated Corridor rated ""good.""
15. Prior to installation of plant materials, all invasive vegetation within the Vegetated Corridor shall be removed per methods described in Clean Water Services' Integrated Pest Management Plan, 2019. During removal of invasive vegetation care shall be taken to minimize impacts to existing native tree and shrub species.

16. Clean Water Services and/or City shall be notified 72 hours prior to the start and completion of enhancement/restoration activities. Enhancement/restoration activities shall comply with the guidelines provided in Planting Requirements (R&O 19-5, Appendix A, as amended by R&O 19-22).
17. Maintenance and monitoring requirements shall comply with R&O 19-5, Section 2.12.2, as amended by R&O 19-22. If at any time during the warranty period the landscaping falls below the 80% survival level, the owner shall reinstall all deficient planting at the next appropriate planting opportunity and the two year maintenance period shall begin again from the date of replanting.
18. Performance assurances for the Vegetated Corridor shall comply with R&O 19-5, Section 2.07.2, Table 2-1 and Section 2.11, Table 2-2, as amended by R&O 19-22.
19. Clean Water Services shall require an easement over the Sensitive Area and Vegetated Corridor conveying storm and surface water management to Clean Water Services or the City that would prevent the owner of the Vegetated Corridor from activities and uses inconsistent with the purpose of the corridor and any easements therein.

#### **FINAL PLANS**

20. **Final construction plans shall include landscape plans.** In the details section of the plans, a description of the methods for removal and control of exotic species, location, distribution, condition and size of plantings, existing plants and trees to be preserved, and installation methods for plant materials is required. Plantings shall be tagged for dormant season identification and shall remain on plant material after planting for monitoring purposes.
21. **A Maintenance Plan shall be included on final plans including methods, responsible party contact information, and dates** (minimum two times per year, by June 1 and September 30).
22. **Final construction plans shall clearly depict the location and dimensions of the sensitive area and the Vegetated Corridor** (indicating good, marginal, or degraded condition). Sensitive area boundaries shall be marked in the field.
23. Protection of the Vegetated Corridors and associated sensitive areas shall be provided by the installation of permanent fencing and signage between the development and the outer limits of the Vegetated Corridors. **Fencing and signage details to be included on final construction plans.**

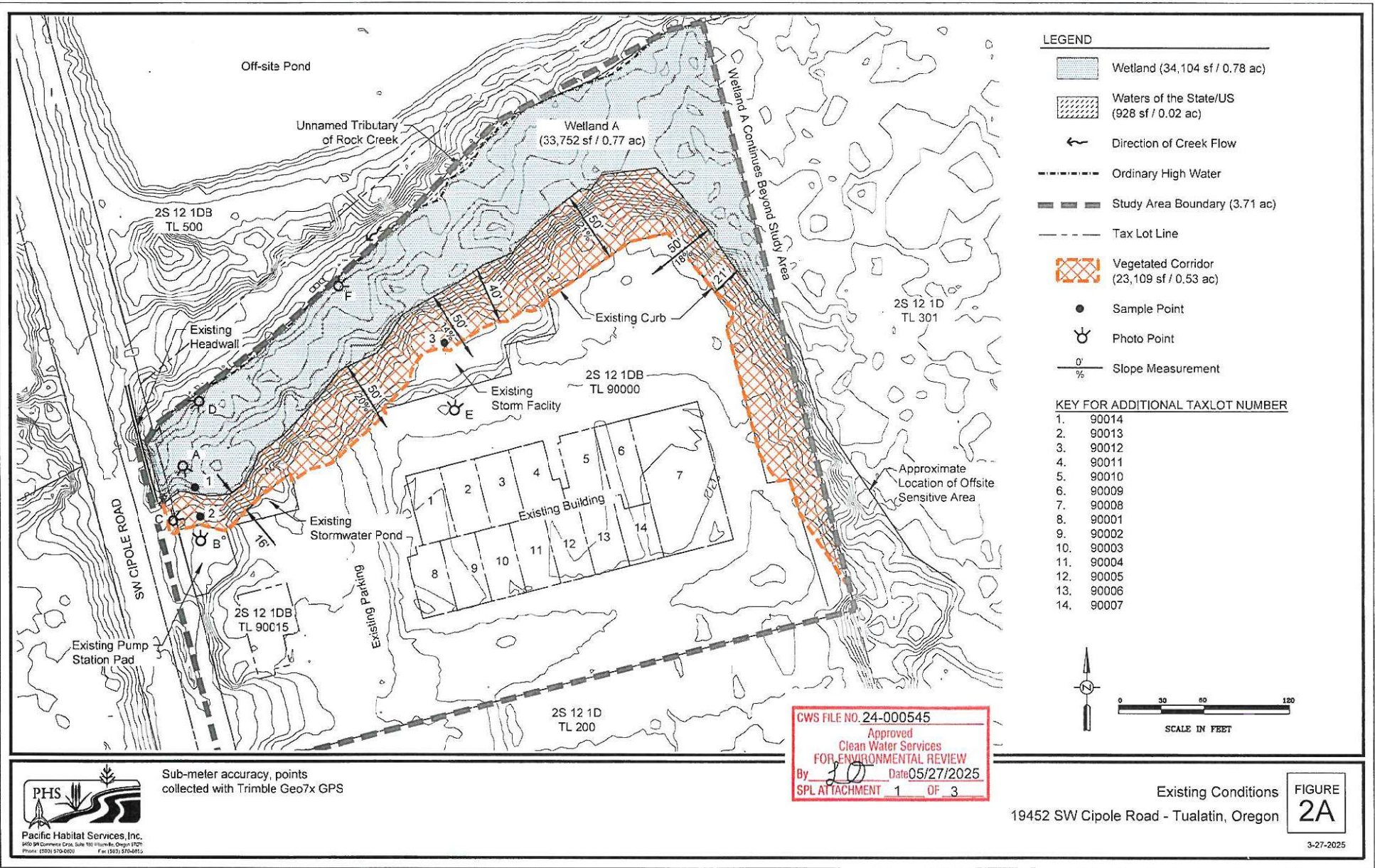
**This Service Provider Letter is not valid unless CWS-approved site plan is attached.**

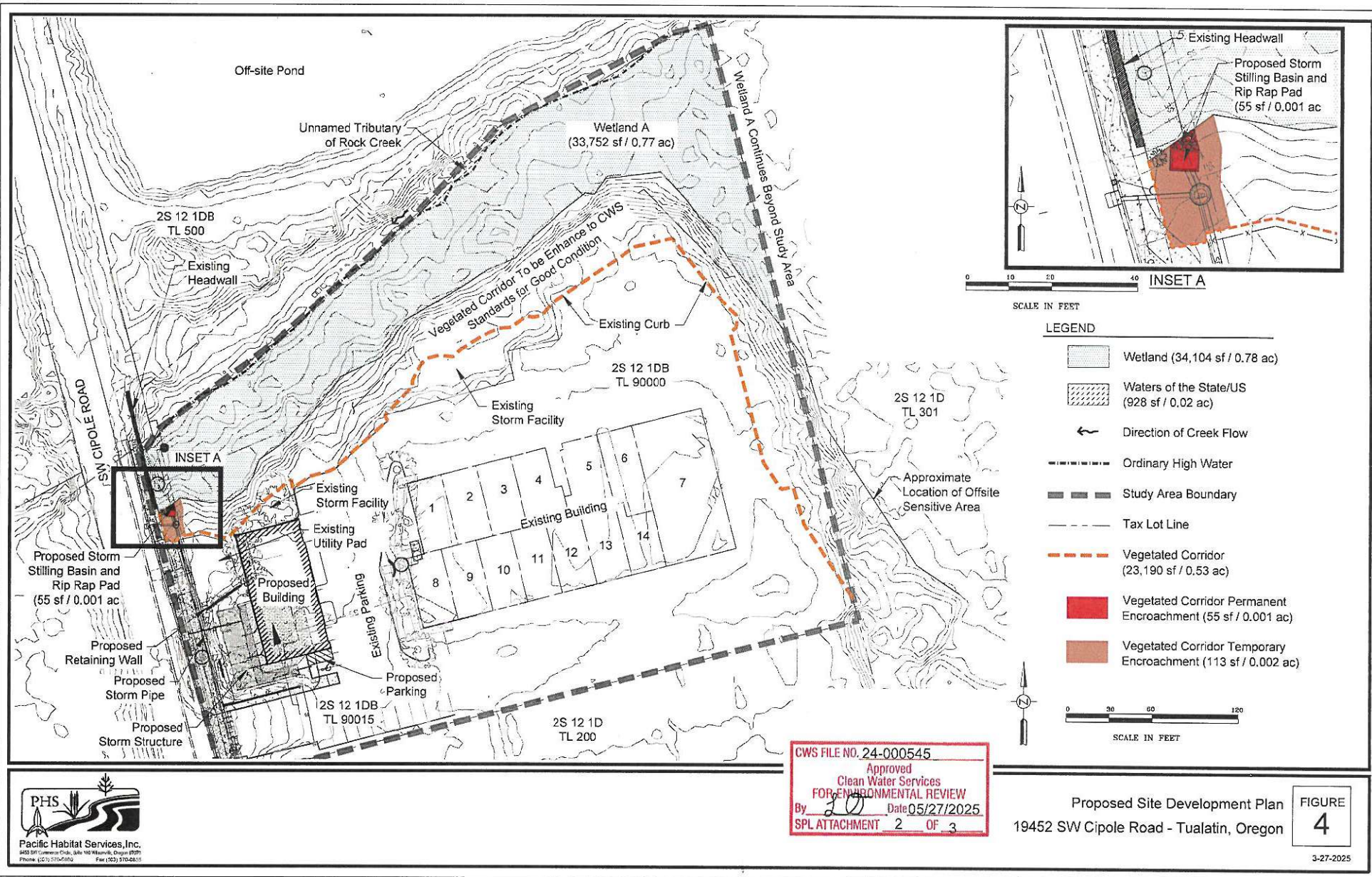
Please call (503) 681-3653 with any questions.



**Lindsey Obermiller**  
**Environmental Plan Review**

**Attachments ( 3 )**





Community A includes few trees and native shrubs are widely dispersed, standard densities are proposed for all woody species. Community B includes 100 canopy cover, but despite being in good conditions overall, native shrubs cover is less than 20 percent. As such, no additional trees are proposed in community B, though shrubs are proposed at 80 percent of required densities. Below is a planting list to boost the onsite VC's condition. In tandem with the trees and shrubs listed below, and native grass seed mix will be used to provide ground cover; seeding should be spread at a rate of 30 lbs/acre (16 lbs for this site).

**Table 3. Vegetated Corridor Enhancement Plant List**

Plant Species	Plant Category	Quantities	Size	Spacing
Red alder ( <i>Alnus rubra</i> )	Tree	40	1 gal.	Single
Western redcedar ( <i>Thuja plicata</i> )	Tree	70	2 gal.	Single
Big-leaf maple ( <i>Acer macrophyllum</i> )	Tree	50	1 gal.	Single
Cascara ( <i>Frangula purshiana</i> )	Tree	50	1 gal.	Single
Red-osier dogwood ( <i>Cornus alba</i> )	Shrub	150	1 gal.	Clustered
Black twinberry ( <i>Lonicera involucrata</i> )	Shrub	150	1 gal.	Single
Vine maple ( <i>Acer circinatum</i> )	Shrub	100	1 gal.	Single
Nootka rose ( <i>Rosa nutkana</i> )	Shrub	325	1 gal.	Clustered
Tall Oregon grape ( <i>Mahonia aquifolium</i> )	Shrub	100	1 gal.	Clustered
Snowberry ( <i>Symphoricarpos albus</i> )	Shrub	100	1 gal.	Clustered

### 5.3 Conclusions

PHS' investigation found one water quality sensitive area (Wetland A) and associated VC, as defined in Clean Water Services' Design and Construction Standards (R&O 19-5, Amended by R&O 19-22). No impacts are proposed for the wetland; however, the proposed project will result in a minimal amount of VC encroachment resulting from the placement of a rip-rap pad for stormwater, which is an allowed activity in the VC. The entirety of the onsite VC will be enhanced with native species as specified in Table 3. The proposed permanent impacts are an allowed use under section 3.05.5 when the impacted area is under 100 square feet, therefore no mitigation is proposed.



May 1, 2024

Carson Pike

Re: Cipole Rd. Commercial Bldg.  
19452 Cipole Rd.  
Tualatin, OR 97052

Dear Carson,

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

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

We have reviewed your proposed development plan for this site and confirmed that there will be no interruption of the existing clockwise truck traffic pattern on the property. Additionally, the existing trash and recycle enclosure located at the northeast corner of this development will be fully accessible to our trucks following completion of this project. The anticipated increase in trash and recycle volume generated by this building addition is acceptable.

Service levels are available as follows:

Trash –	6 days per week
Recycle –	5 days per week
Food Waste –	5 days per week
Glass –	1 day per week

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

Sincerely,

A handwritten signature in black ink, appearing to read "Kelly Herrod", written over a 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: Carson Pike  
Address: 9760 SW Tigard Street  
Phone: (503)-867-0051  
Email: cpike@tsconstructionmanagement.com  
Site Address: 19452 Cipole Road  
City: Tualatin  
Map & Tax Lot #: 2S121DB90015  
Business Name: Cipole Commercial Business Center  
Land Use/Building Jurisdiction: MG (General Manufacturing)  
Land Use/ Building Permit # \_\_\_\_\_  
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

Construction of a new commercial building with three  
tenant spaces, each featuring a shop, office,  
bathroom. Building will be slab on grade with CMU  
wainscot and metal-sided non combustible wall and  
roof construction.

## 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 # 2024-0126  
Permit Type: SPP-Tualatin  
Submittal Date: 8/28/2024  
Assigned To: McGladrey  
Due Date: 8/30/2024  
Fees Due: 0  
Fees Paid: N/A

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

### This section is for application approval only

  
Fire Marshal or Designee

8/30/2024  
Date

Conditions:

TVF&R final inspection is required for this project.

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

June 13, 2025

TS Construction Management  
9760 SW Tigard Street  
Tigard, OR 97062

ATTN: Carson Pike:

RE: Commercial Building at 19452 SW Cipole Road, Tualatin – Flood Plain Analysis

Dear Carson:

As requested, we have performed an analysis of the proposed grading impacts on the 100 year floodplain for this proposed building site on Cipole Road. Our analysis found the following:

The grading analysis using AutoCad's Cut-Fill report form, we found that the proposed grading on the site, excluding any building walls, would create a net cut of 28.5 cubic yards for the combined frontage and onsite improvements. To achieve this the top of the soil in the rain garden behind the proposed building (between the building and the right-of-way) will need to be no higher than elevation 127.80 (1988 vertical datum).

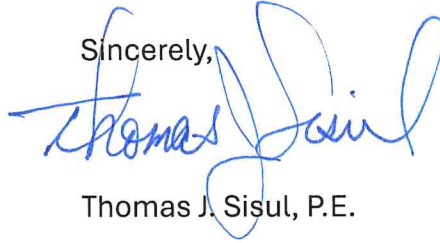
The walls in the building itself, since the floor of the building will be at 129.9 and the floodplain elevation is at 134.3, a difference of 4.4 feet, will have some impact on the floodplain volume as well. Our analysis of the wall volumes in the floodplain is as follows:

- The exterior walls will be 6 inches wide and have a 4" thick CMU veneer up to an elevation of 132.7. For this section of the exterior wall we are assuming that the solid portion of the wall is 6" and above the elevation of 132.7 the solid portion of the wall is 2 inches.
- For the walls between the units, there will be a 6 inch curb extending 6 inches above the building slab and then a regular 2x6" wall above that. Therefore, for the first 6 inches we assumed a solid wall of 6 inches and then 2 inches of solid wall above that.
- For the other interior walls within each unit, which will be regular 2x4" walls, we assume 2 inches of solid wall.

Based on the above assumptions, the building walls remove from the floodplain a volume of 23.6 CY. Therefore, we project that there will still be a net cut, or a gain in flood volume, of 4.9 CY with the proposed improvements.

If there are any questions about this, please let me know.

Sincerely,

A handwritten signature in blue ink, appearing to read "Thomas J. Sisul". The signature is fluid and cursive, with a large loop at the end of the last name.

Thomas J. Sisul, P.E.

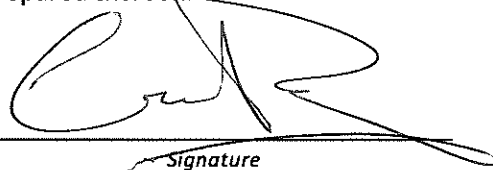
TLID	OWNER1	OWNERADDR	OWNERCITY	OWNERSTATE	OWNERZIP
2S121C001202	CIPOLE ROAD HOLDINGS LLC	19785 SW CIPOLE RD	SHERWOOD	OR	97140
2S121DB90000	CIPOLE COMMERCIAL CENTER CONDO UNIT OWNERS	18850 SW CIPOLE RD	TUALATIN	OR	00000
2S121A001900	GRIMM RODNEY D	18850 SW CIPOLE RD	TUALATIN	OR	97062
2S121A002190	GRIMM'S FUEL CO	19100 SW 129TH AVE	TUALATIN	OR	97062
2S121DB00300	HAGG FAMILY TRUST	12965 SW HERMAN RD #100	TUALATIN	OR	97062
2S121D000301	HERMAN RV STORAGE LLC	12965 SW HERMAN RD #100	TUALATIN	OR	97062
2S121DC90001	HERMAN CONDO LLC	19020 SW CIPOLE RD	TUALATIN	OR	97062
2S121DB00600	INTERNATIONAL LINE BUILDERS INC	6424 SW PROPERTIES PARK RD	TUALATIN	OR	97062
2S121DC00300	JABSHOP LLC	19435 SW 129TH AVE	TUALATIN	OR	97062
2S121DC00400	JCBAY LLC	19205 SW CIPOLE RD	SHERWOOD	OR	97140
2S121C000100	LOEN KURTIS T & LOEN BRENDA D	19205 SW CIPOLE RD	SHERWOOD	OR	97140
2S121C000200	LOEN KURTIS T & LOEN BRENDA D	PO BOX 473	TUALATIN	OR	97062
2S121DC00500	LUDWIG LARRY W & LUDWIG JUDY K	19730 CIPOLE RD #1	TUALATIN	OR	97062
2S121DC01100	MACHINE SPECIALTIES INC	28742 SW PETES MOUNTAIN RD	WEST LINN	OR	97068
2S121DC00200	PURA PROPERTY LLC	PO BOX 370	SHERWOOD	OR	00000
2S121DC90000	TUALATIN INDUSTRIAL CONDOS OWNERS OF ALL UNITS	11345 SW HERMAN RD	TUALATIN	OR	97140
2S121DB00200	UNION WINE COMPANY	16-127 LAPAAU RD	KEAAU	HI	97062
2S121C001200	WALGRAEVE GARY & WALGRAEVE RICKY				96749
2S121DB90001	WH SHIPMAN LIMITED				

## AFFIDAVIT OF MAILING NOTICE

STATE OF OREGON           )  
  ) SS  
COUNTY OF WASHINGTON )

I, Carson Pike being first duly sworn, depose and say:

That on the 1<sup>st</sup> day of April, 20 24, I will serve upon the persons shown on Exhibit "A" (Mailing Area List), attached hereto and by this reference incorporated herein, a copy of the Notice of Neighborhood/Developer Meeting marked Exhibit "B," attached hereto and by this reference incorporated herein, by mailing to them a true and correct copy of the original hereof. I further certify that the addresses shown on said Exhibit "A" are their regular addresses as determined from the books and records of the Washington County and/or Clackamas County Departments of Assessment and Taxation Tax Rolls, and that said envelopes were placed in the United States Mail with postage fully prepared thereon.

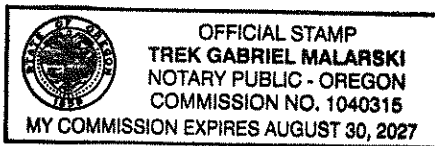
  
Signature

SUBSCRIBED AND SWORN to before me this 1<sup>st</sup> day of April, 20 24.



Notary Public for Oregon

My commission expires: Aug. 30<sup>th</sup>, 2027



RE: \_\_\_\_\_

## CERTIFICATION OF SIGN POSTING



Meeting Date & Time:

LOCATION:

FOR MORE INFORMATION

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. A template of this sign is available at:  
<https://www.tualatinoregon.gov/planning/neighborhooddeveloper-meeting-information-packet>

As the applicant for the Ciposhe Commercial Building project, I hereby certify that on this day, 04.01.2024 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:

Carson Pike

(Please Print)

Applicant's Signature:

[Handwritten Signature]

Date:

04.01.2024



# Meeting Sign-in Sheet

04.16.2024

Name	Address	Phone	Email
Mr. John Doe	123 Main St, New York, NY 10001	(212) 555-1234	john.doe@example.com
Ms. Jane Smith	456 Elm St, Los Angeles, CA 90001	(310) 555-5678	jane.smith@example.com
Mr. Robert Brown	789 Oak St, Chicago, IL 60601	(312) 555-9012	robert.brown@example.com
Ms. Emily White	101 Pine St, San Francisco, CA 94101	(415) 555-3456	emily.white@example.com
Mr. David Green	202 Maple St, Houston, TX 77001	(713) 555-7890	david.green@example.com
Ms. Sarah Black	303 Cedar St, Phoenix, AZ 85001	(602) 555-2345	sarah.black@example.com
Mr. Michael Lee	404 Birch St, Philadelphia, PA 19101	(215) 555-6789	michael.lee@example.com
Ms. Lisa King	505 Spruce St, San Diego, CA 92101	(619) 555-0123	lisa.king@example.com
Mr. James Hall	606 Ash St, Dallas, TX 75201	(214) 555-4567	james.hall@example.com
Ms. Karen Young	707 Hickory St, Austin, TX 78701	(512) 555-8901	karen.young@example.com
Mr. Daniel Scott	808 Walnut St, Portland, OR 97201	(503) 555-2345	daniel.scott@example.com
Ms. Rachel Adams	909 Cherry St, San Jose, CA 95101	(408) 555-6789	rachel.adams@example.com
Mr. Christopher Baker	1010 Elm St, Denver, CO 80201	(303) 555-0123	christopher.baker@example.com
Ms. Victoria Wilson	1111 Oak St, Seattle, WA 98101	(206) 555-4567	victoria.wilson@example.com
Mr. Benjamin Moore	1212 Pine St, Boston, MA 02101	(617) 555-8901	benjamin.moore@example.com
Ms. Sophia Taylor	1313 Maple St, San Antonio, TX 78201	(214) 555-2345	sophia.taylor@example.com
Mr. Alexander Harris	1414 Birch St, San Luis Obispo, CA 93401	(805) 555-6789	alexander.harris@example.com
Ms. Isabella Clark	1515 Spruce St, Fort Worth, TX 76101	(817) 555-0123	isabella.clark@example.com
Mr. Noah Lewis	1616 Ash St, Sacramento, CA 95811	(916) 555-4567	noah.lewis@example.com
Ms. Ava Robinson	1717 Hickory St, Kansas City, MO 64101	(816) 555-8901	ava.robinson@example.com
Mr. Liam Walker	1818 Walnut St, Oklahoma City, OK 73101	(405) 555-2345	liam.walker@example.com
Ms. Mia Hall	1919 Cherry St, Las Vegas, NV 89101	(702) 555-6789	mia.hall@example.com
Mr. Oliver King	2020 Elm St, Louisville, KY 40201	(502) 555-0123	oliver.king@example.com
Ms. Charlotte Scott	2121 Oak St, Memphis, TN 38101	(901) 555-4567	charlotte.scott@example.com
Mr. Ethan Adams	2222 Pine St, Baltimore, MD 21201	(410) 555-8901	ethan.adams@example.com
Ms. Harper Baker	2323 Maple St, Pittsburgh, PA 15201	(412) 555-2345	harper.baker@example.com
Mr. Jacob Wilson	2424 Birch St, Cincinnati, OH 45201	(513) 555-6789	jacob.wilson@example.com
Ms. Evelyn Moore	2525 Spruce St, St. Louis, MO 63101	(314) 555-0123	evelyn.moore@example.com
Mr. Levi Taylor	2626 Ash St, Indianapolis, IN 46201	(317) 555-4567	levi.taylor@example.com
Ms. Hannah Harris	2727 Hickory St, Columbus, OH 43201	(614) 555-8901	hannah.harris@example.com
Mr. Isaac Clark	2828 Walnut St, San Francisco, CA 94101	(415) 555-2345	isaac.clark@example.com
Ms. Grace King	2929 Cherry St, San Jose, CA 95101	(408) 555-6789	grace.king@example.com
Mr. Noah Scott	3030 Elm St, San Diego, CA 92101	(619) 555-0123	noah.scott@example.com
Ms. Emma Adams	3131 Oak St, Austin, TX 78701	(512) 555-4567	emma.adams@example.com
Mr. Liam Baker	3232 Pine St, Dallas, TX 75201	(214) 555-8901	liam.baker@example.com
Ms. Olivia Wilson	3333 Maple St, Houston, TX 77001	(713) 555-2345	olivia.wilson@example.com
Mr. Benjamin Moore	3434 Birch St, Phoenix, AZ 85001	(602) 555-6789	benjamin.moore@example.com
Ms. Sophia Taylor	3535 Spruce St, Philadelphia, PA 19101	(215) 555-0123	sophia.taylor@example.com
Mr. Alexander Harris	3636 Ash St, San Antonio, TX 78201	(214) 555-4567	alexander.harris@example.com
Ms. Isabella Clark	3737 Hickory St, San Luis Obispo, CA 93401	(805) 555-8901	isabella.clark@example.com
Mr. Noah Lewis	3838 Walnut St, Fort Worth, TX 76101	(817) 555-2345	noah.lewis@example.com
Ms. Ava Robinson	3939 Cherry St, Sacramento, CA 95811	(916) 555-6789	ava.robinson@example.com
Mr. Liam Walker	4040 Elm St, Kansas City, MO 64101	(816) 555-0123	liam.walker@example.com
Ms. Mia Hall	4141 Oak St, Oklahoma City, OK 73101	(405) 555-4567	mia.hall@example.com
Mr. Oliver King	4242 Pine St, Las Vegas, NV 89101	(702) 555-8901	oliver.king@example.com
Ms. Charlotte Scott	4343 Maple St, Louisville, KY 40201	(502) 555-2345	charlotte.scott@example.com
Mr. Ethan Adams	4444 Birch St, Memphis, TN 38101	(901) 555-6789	ethan.adams@example.com
Ms. Harper Baker	4545 Spruce St, Baltimore, MD 21201	(410) 555-0123	harper.baker@example.com
Mr. Jacob Wilson	4646 Ash St, Pittsburgh, PA 15201	(412) 555-4567	jacob.wilson@example.com
Ms. Evelyn Moore	4747 Hickory St, Cincinnati, OH 45201	(513) 555-8901	evelyn.moore@example.com
Mr. Levi Taylor	4848 Walnut St, St. Louis, MO 63101	(314) 555-2345	levi.taylor@example.com
Ms. Hannah Harris	4949 Cherry St, Indianapolis, IN 46201	(317) 555-6789	hannah.harris@example.com
Mr. Isaac Clark	5050 Elm St, Columbus, OH 43201	(614) 555-0123	isaac.clark@example.com
Ms. Grace King	5151 Oak St, San Francisco, CA 94101	(415) 555-4567	grace.king@example.com
Mr. Noah Scott	5252 Pine St, San Jose, CA 95101	(408) 555-8901	noah.scott@example.com
Ms. Emma Adams	5353 Maple St, San Diego, CA 92101	(619) 555-2345	emma.adams@example.com
Mr. Liam Baker	5454 Birch St, Austin, TX 78701	(512) 555-6789	liam.baker@example.com
Ms. Olivia Wilson	5555 Spruce St, Dallas, TX 75201	(214)	

no attendees were present at the meeting



Discussion Points – Neighborhood Meeting 04.16.2024

no attendees were present at  
the meeting.