

Wilsonville Clinic Site Design Review

May 3, 2018



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General Information

Location:	Approximately 1.3-acre parcel located on Town Center Loop West, northwest of the cinema and southeast across the street from Les Schwab. Described as Tax Lot 227 in Section 14D, T3S, R1W, Clackamas County.
Site Address:	29710 Town Center Loop West
Taxlot ID:	Tax Lot 31W14D 00227
Comprehensive Plan:	Commercial - Town Center
Zoning:	Planned Development Commercial - Town Center
Overlays:	Wilsonville Road Interchange Area Master Plan (IAMP) Lighting Overlay Zone 3
Application Types:	Stage I Development Plan Stage II Development Plan Site Design Review Sign Permit



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- Sheet A5.1: Elevations
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Lighting Plan

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- Exhibit A: Title and Deed
- Exhibit B: Site Survey
- Exhibit C: Sign Plan, Sheets 1-6
- Exhibit D: Lighting Cut Sheets
- Exhibit E: Wilsonville Town Center CC&Rs
- Exhibit F: Traffic Impact Study
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Proposal Overview

The project proposed consists of a 7,722 SF optical health clinic located in the NW section (Parcel B) of Town Center Loop West Development. When completed, this will act as EyeHealth Northwest's Wilsonville clinic and serve its clients and the surrounding area. The clinic's primary purpose will be to provide ophthalmology/optometry medical care and host an optical retail space for its patients. The design of the single-story structure is meant to emphasize its connection to the public, with a roof form reaching up towards Interstate 5 and town center loop development, leaving the space beneath open and amiable.

The proposed site plan provides a 32-space parking lot, with two curb cuts that exit out onto private ways on the south and east sides of the site, maintaining an efficient traffic flow through the site. A center pathway connects the building to the drive to the east, while ADA access walkways connect to the south and Town Center Loop to the North. Surrounding the building will be natural rain gardens and vegetation specifically chosen to thrive in the region, blending in the landscape up to the building and the surrounding area. On the west side of the building, there is a covered outdoor patio space for the clinic staff that is enclosed by planters. The building is pushed back into the SW corner of the site as much as possible to maximize parking and the connection space to the building.

The materials used throughout are purposeful and appropriate to the surrounding area. The natural wood used brings a Pacific Northwest feel and the brick fits in naturally with the surrounding developments. The interior space allows for generous light and openness within the central core of the building lofted to the sloped roofs. Circulation within the building revolves around the central exam core, making wayfinding clear and logical.

Land Use Application Description

This proposal is a concurrent application for:

1. Stage I Development Plan;
2. Stage II Development Plan; and
3. Site Design Review

The site was originally approved as part of the Town Center Master Plan as a "Fast Food with Drive Thru" use. The proposal is to:

1. Modify the Master Plan to allow "Office Professional and General Office Use" on the site through the Stage I Development Plan process;
2. Show that the proposed building, parking area, landscaping, waste/recycling storage area, utilities, and lighting are consistent with applicable development standards through the Stage II Development Plan process; and



3. Show the proposed building and associated development is consistent with design standards through the Site Design Review process.

Findings addressing approval standards for each of these concurrent applications are included in this application narrative. The application package also includes all required plans and informational items for all of the applications proposed.

Site Description

The 1.3-acre site is zoned for Planned Development Commercial – Town Center and is triangularly-shaped, with frontage on Town Center Loop West to the west and north. The subject site is undeveloped and currently contains grass. There are sidewalks serving all three sides of the site.

Access/egress to the site is proposed via existing access streets to the east and south; no direct vehicular access is proposed to public streets.

Adjacent Properties

- **North:** Development to the north, across Town Center Loop West, includes Les Schwab Tire Center and Wilsonville Family Fun Center.
- **West:** To the west of the site is Town Center Loop West and Interstate 5.
- **South:** Directly to the south of the site is the parking lot for Fry's Electronics.
- **East:** Development to the east of the site includes a building housing Modern Insurance Marketing and Village Dental, the US Bank building, and Regal Cinemas.



Proximity Map



Discussion Items

In the pre-application conference, City Staff raised three items for discussion:

1. Potential interaction with bicycle/pedestrian bridge across Interstate 5 in relation to the Transportation Systems Plan (TSP);
2. Ongoing Town Center Plan process; and
3. Previous land use actions for the property and adjacent properties.

Staff also raised two concerns during the application process:

4. Expansion of sidewalk along Town Center Loop West; and
5. Application of a sight distance constraint across the property.

1. Bicycle/Pedestrian Bridge in TSP

The City's adopted TSP (last updated in 2016) shows a planned bicycle/pedestrian bridge extension crossing Interstate 5 to the east of Barber Street. Figure 1 below shows the location of this project identified as BW-09. BW-09 is described in the TSP as a \$4-million project to:

“Construct bike/pedestrian bridge over I-5 approximately aligned with Barber Street to improve connectivity of Town Center area with businesses and neighborhoods on west side of I-5; include aesthetic design treatments.”



Figure 1: Excerpt of TSP “Higher Priority Projects” Map



On January 30, 2018, Winterbrook asked Staff Planner Daniel Pauly to clarify the relationship of the planned pedestrian/bicycle bridge to the site, and received the following response attributed to Staff Planner Miranda Bateschell:

“The current status of the project is in planning. More recent conceptual layouts place the bridge landing closer to Town Center Loop West, not extending as far as Parkway. At this point, an alignment is not determined and once determined could have visual or physical impacts as it will likely be located adjacent to the EyeHealth NW parcel. This may be worth considering in the layout and design of the site.”

Response: The City Council adopted TSP updates in 2016, showing the pedestrian/bicycle bridge extension at Barber Street. This was less than two years ago. We were unable to find adopted planning documents that would change this alignment. Respectfully, under Oregon law this application is subject to the plans and regulations in effect at the time the application was submitted. The owners are reluctant to attempt to design this application around projects that are not included in adopted plans.

2. Ongoing Town Center Plan Process

The Wilsonville City Council approved development of the Town Center Plan in 2015. So far, documentation on the Town Center Plan website shows the Town Center Plan project team has prepared a draft Public Engagement Plan, held kickoff events, prepared existing conditions reports, held a joint Council-Planning Commission Work Session, prepared a draft Vision and Goals, held a Design Workshop, held a Block Party, prepared a draft Community Design Concept, and presented that draft Community Design Concept at an Open House on February 8.

The overall objective is to prepare a set of draft documents, hold public hearings, and adopt a Town Center Plan document by the end of 2018.

Winterbrook asked for clarification of this discussion as well, and received the following response:

“There is a draft Community Design Concept that proposes changes to land uses, connectivity, and open spaces that would result in significant long-term changes in the area where this site is located. It would be helpful to understand how this site would interact with those changes / be impacted and how those changes are considered (or not) in layout / design of the site. We also recommend reviewing and describing how the project aligns with the Vision & Goals for the TC Plan.”

Response: The Town Center Plan project team is working diligently through the public involvement process and has prepared several draft documents. It does not appear that any of these documents have been presented in a public hearing process or adopted.

Members of this application’s project team attended the February 8 Open House. Discussion included a wide range of potential outcomes, including a potential bridge and a potential re-alignment of Town Center Loop West.

While we support the overall objective of this planning process – the success of the Town Center is also important to the proposed medical office building – draft documents that have not been noticed or heard cannot be responsibly integrated into this application. Moreover, it is not feasible to wait another year for resolution of the process.

What we can do is propose an elegant building, quality landscaping exceeding code standards, two native rain garden stormwater control areas, multiple pedestrian pathways, adequate parking, and consistency with adopted plans and regulations that now apply to the site.



3. Previous Land Use Applications and Adjacent Properties

The subject site was originally approved as part of case file #02DB29 as “Pad B” for a 2,500 square foot fast food restaurant (with Drive-Thru) and 62 parking spaces. To facilitate implementation of the approved Stage II Final Plan, in 2003 (case file #03DB09) the site received subdivision approval to divide each pad into separate fee simple lots. The subject site was identified in that approval as Lot 2. The request was followed by three (3) extensions with a determination made at the final extension that there was “significant development” and extensions were no longer required; the Stage II approvals and associated traffic trips were grandfathered. The site is currently vacant.

The owners of Pad “C”, adjacent directly to the east of the subject site, prepared a similar application in 2008 – a modification of Type I Master Plan for Medical and General Office Use, as well as concurrent Type II Master Plan and Design Review applications. The proposal was for a two-story, 12,800 square foot building, which exceeded the trips allocated to that site (also originally planned for fast food) by the previously-approved Town Center Master Plan. However, the overall trips allocated to the Town Center Master Plan remained at trip capacity assigned to all six pads, due to approval of the US Bank pad, which came in under planned generation and added trip capacity.

Public Works conditions for the neighboring project included:

“PFB15. Although the 2003 Transportation Systems Plan indicates Town Center Loop West as a major arterial requiring 99 to 101 feet of right-of-way, roadway construction has been completed and no additional widening is planned. Sufficient right-of-way currently exists.

PFB16. In the Wilsonville Bicycle and Pedestrian Master Plan, project C2 identifies a 10-foot wide shared use path planned along the south side of Town Center Loop West adjacent to this property. Applicant shall construct a 10-ft wide, public shared use path on property fronting Town Center Loop West. Applicant shall work with city staff to identify the transition point from a curb-tight sidewalk to an off set sidewalk.

PFB17. Applicant shall relocate street lighting and pedestal along Town Center Loop West out from the shared use path to a location in the landscape planter strip.

PFB18. Applicant shall provide the City with a sidewalk easement for that portion of the public shared use path fronting on Town Center Loop West which would lie on applicant’s property.”

Response: All of these conditions are related to transportation and connectivity concerns. Of note, the 2008 application process relied on Wilsonville’s 2003 TSP and the 2006 Bicycle & Pedestrian Master Plan, which supplemented the 2003 TSP. Both documents have been integrated into and updated through development and adoption of the 2016 TSP, which controls this application.



4. Expansion of Sidewalk Along Town Center Loop West

In the November 16 pre-application conference for this application, no transportation or connectivity improvement requirements were identified for the site. Staff discussed sewer and water utility requirements, and the above bridge and Town Center process discussion items, but no discussion of improving existing sidewalks, constructing a shared bike/pedestrian path, or adding transportation easements.

Applicant applied for a transportation waiver, as the proposed use would produce fewer trips than the planned and approved fast food use and have less impact on the transportation system than the previously-approved Town Center Master Plan allocated for the site. This waiver application was mentioned in the pre-application conference, but not further discussed.

The request for a transportation waiver was denied in December, and Applicant was required to hire DKS to provide a Transportation Impact Study. Winterbrook contacted Staff on two occasions in December to confirm the feedback from the pre-application conference that transportation improvements would not be required for this application but did not receive a written or oral response.

Winterbrook maintained regular contact with DKS to keep on top of any transportation concerns as the application developed. In early February, Scott Mansur at DKS confirmed they were not recommending additional improvements (this information was inconsistent with the final document) and directed Winterbrook to City Engineer Steve Adams. The City Engineer forwarded an internal email he had sent to Planning Staff in December, listing the following requirements:

“While no ROW dedication nor street improvements will be needed, they will be required to:

- Widen the current sidewalk and provide a 10-ft wide, public shared use path on property fronting Town Center Loop West.*
- Provide landscaping and irrigation on property fronting Town Center Loop W.*

Additional easements will also be required, including:

- Provide a public sidewalk easement for that portion of the shared use path that may lay outside of the ROW.*
- Provide a 10-ft PUE along frontage to Town Center Loop W. (presently there is a 6-ft PUE).*
- Provide a 15-ft sanitary easement over the existing line crossing their property.”*



Response: The project design in early February was based on known site conditions, as the project schedule application submission date was February 20. Building, parking, trash/recycling enclosure, and landscaping were all designed. Applicant did not expect to be required to redesign the existing developed sidewalk system as part of this application, as the proposal reduces transportation impacts and Applicant had received no indication from Staff at that point that additional transportation improvements would be required.

The 2016 Transportation System Plan (TSP) provides guidance relating to connectivity and design. As discussed in 2016 TSP Table 5-5, the City has identified and funded a high priority project (BW-08) to construct a shared use path along Town Center Loop West. As shown on TSP Figure 5-6, the shared use path appears on the north and west *exterior* of Town Center Loop West, diverging from Town Center Loop West to extend directly south to Wilsonville Road (See Figure 1 included under Discussion Point 1, above). However, the 2006 Bicycle & Pedestrian Master Plan – a document that updated the City’s 2003 TSP – identified a shared use path project on the interior of Town Center Loop West: an expansion of existing sidewalks to 10 feet in width (Project C2).

The 2016 TSP indicates on the first page of its Executive Summary that:

“Most of the policies and projects come from prior adopted plans, including the Comprehensive Plan, 2003 TSP, 2006 Bicycle and Pedestrian Master Plan, and 2008 Transit Master Plan. While the TSP replaces the 2003 TSP in its entirety, it updates and builds upon the 2006 Bicycle and Pedestrian Master Plan and the 2008 Transit Master Plan. Where these documents may be in conflict, the new TSP takes precedence.”

On Page 5, “How to Use This Plan”, the 2016 TSP states:

“there are many helpful details provided in the prior plans, which should be used for added clarity and direction”

And

The “2013 TSP Takes precedence over 2006 Bicycle and Pedestrian Master Plan, 2008 Transit Master Plan, and other transportation planning documents.”

A simple reading of the 2016 TSP does not support requiring projects defined in previous documents that have been replaced and updated. The Applicant’s concern is amplified by the fact that the proposed project will generate less traffic than previously approved projects. Therefore, the project team submitted the initial application as prepared, without a shared use pathway.

The initial application was submitted on February 27. The project team met with City Staff on March 6 to discuss an expedited permit process. In the March 6 meeting, we discussed the shared use pathway requirement. Mr. Adams indicated



that a shared use path had been required for other applications and would be required for this one. Mr. Pauly followed up with an email referencing 2016 TSP Policy 44.b.:

“Require bicycle and pedestrian connections within the IMA for new development consistent with the City’s Bicycle and Pedestrian Master Plan”.

DKS submitted a final version of the TIS on March 8. This TIS references:

“An additional project in the site vicinity was identified in the Wilsonville Bicycle and Pedestrian Ma[s]ter Plan:

C2 West Town Center Loop Shared Use Path: Expand the width of the current sidewalk on the interior of Town Center Loop to 10ft to create a shared use path that would provide greater safety and accessibility to Town Center for pedestrians and bicyclists.”

As noted above, Project C2 (cost estimate: \$347,000) does not appear in the 2016 TSP and seems to have been replaced with a shared use path project on the exterior of Town Center Loop West (2016 TSP BW-08). We consider it unlikely that the intent of the 2016 TSP was to modify and remove some projects referenced in the 2006 Bicycle and Pedestrian Master Plan, then bring projects back in through a single non-specific policy. However, Staff was very clear the City would require this pathway as a condition of approval regardless. Despite the lack of policy support, this application’s revised site plans show a sidewalk expansion along the Town Center Loop West frontage.

5. Application of Sight Distance Easement Across Property

In the March 6 meeting the project team also learned, for the first time, that the TIS identified a sight distance constraint that limited development along most of the Town Center Loop West frontage for the site, requiring a vision clearance easement and rendering slightly over 15% of the site undevelopable, as shown on Figure 2, below. As shown on Figures 3 and 4 below, this standard was not applied to previous development proposals on the subject property.



Figure 2: Required Sight Distance per Intersectional Sight Distance Standard



The vision clearance easement impacted planned landscaping, parking areas, the trash/recycling enclosure, and the building itself. Of note, this constraint was not identified in the initial subdivision process or in multiple site plans for this portion of Wilsonville Town Center (two previous master plans showed buildings and parking areas within areas now identified as constrained):

Figure 3: Master Plan – Office Building at Parkway and Town Center Loop West (2002)

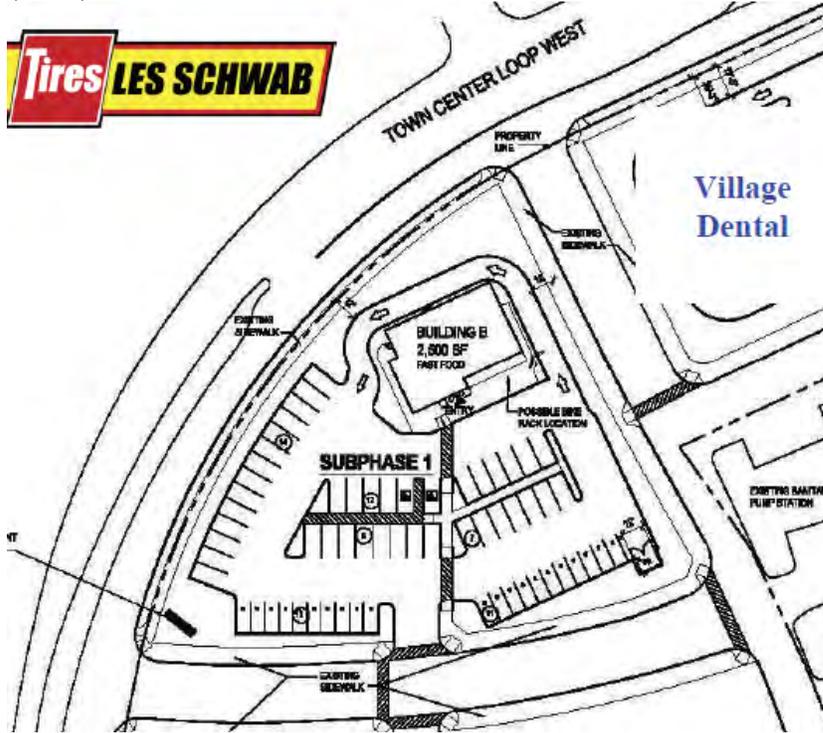
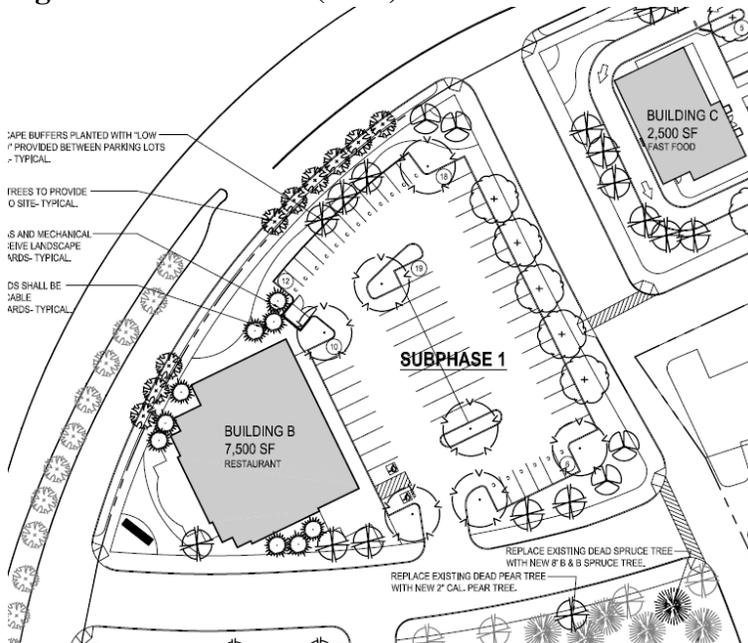


Figure 4: Master Plan (2002)



Response: Our understanding is that Wilsonville adopted Public Works Standards incorporating “Intersection Sight Distance” in 2006 (and updated the document in 2015). The building pads, accessways, and related improvements and easements, as well as previous master plans referenced in Figures 2 and 3, were created prior to application of these standards. Unfortunately, the sight distance constraint to this building pad was not identified by City Staff or the project team until the March 6 meeting.

Given the large impact on the site, the project team proposed applying a different AASHTO standard of “Stopping Sight Distance”, which would have reduced sight distance requirements from 370 feet (stretching across nearly the entire site) to 270 feet. This would have reduced impact to minor design changes related to the parking area. The project team also proposed the minimum intersection sight distance standard of 10 times posted speed (350 feet), consistent with Standard 201.2.22 (e):

“Minimum intersectional sight distance shall be equal to 10 times the posted speed of the road for grades of 3% or less”

However, the project team was unable to reduce the size of the clear vision easement as the Public Works Standards document references the applicable standard as Intersection Sight Distance, not Stopping Distance, and 201.2.22(a) indicates:

“The minimum intersectional sight distances shall be based on the higher of the following: the design speed, the posted speed, or the measured 85% percentile speed of the road.”

Therefore, the project team had no choice but to redesign the entire plan set including building, parking, landscaping, grading, and stormwater plans to accommodate a 370-foot vision clearance easement stretching across the site. This redesign is reflected in the submitted plan set.



Commercial Development Standards and Commercial Zoning

Section 4.116. Standards Applying To Commercial Developments In Any Zone.

Any commercial use shall be subject to the applicable provisions of this Code and to the following:

- (.01) Commercial developments shall be planned in the form of centers or complexes as provided in the City's Comprehensive Plan. As noted in the Comprehensive Plan, Wilsonville's focus on centers or complexes is intended to limit strip commercial development.

Response: The proposed commercial development is located within Wilsonville Town Center, consistent with this standard and the approved Town Center Master Plan.

- (.02) Where the land use map of Wilsonville's Comprehensive Plan calls for "Office Commercial" development, not less than 60% of the total square footage of the ground floors of buildings within the development shall be in office use. Total floor area dedicated to retail use shall not exceed 30%. On-site parking may be limited in order to control traffic generation.
- (.03) Where the land use map of Wilsonville's Comprehensive Plan calls for "Commercial/Industrial mixed use" development, not more than 50% of the total floor area of the development shall consist of retail space.
- (.04) Where the land use map of Wilsonville's Comprehensive Plan calls for "Residential/Commercial mixed use" development, not less than 50% of the total floor area of the development shall consist of residential units.

Response: The Comprehensive Plan calls for "Commercial - Town Center" in this location. The proposed use is entirely medical office.

- (.05) All businesses, service or processing, shall be conducted wholly within a completely enclosed building; except for: [...]

Response: The proposed medical office use is entirely contained within the medical office building.



- (.06) In any Commercial Development directly across the street from any Residential District, the loading facilities shall be at least twenty (20) feet from the street, shall be sited whenever practicable at the rear or side, and if facing a residential area, shall be properly screened. Screening shall be provided in a manner that is compatible with the adjacent residential development in terms of quality of materials and design. Such screening shall effectively minimize light glare and noise levels to those of adjacent residential areas.

Response: The subject site is surrounded by the Commercial - Town Center plan designation. There is no Residential District across the street.

- (.07) Uses shall be limited to those which will meet the performance standards specified in Section 4.135(.05), with the exception of 4.135(.05)(M.)(3.).

Response: Section 4.135(.05) contains industrial performance standards intended to limit noise, vibration, emissions, heat, etc. - i.e. byproducts of industrial use that may be disruptive to neighboring uses. The proposed use is a medical office building with no industrial uses; the patients will walk in, visit their doctor, and walk out. No industrial manufacturing processes are proposed for this site, therefore none of the industrial performance standards will be in jeopardy, nor will neighboring properties be able to detect any industrial impacts.

- (.08) Corner lots shall conform to the vision clearance standards set forth in Section 4.177.

Response: The subject site is not by definition a “corner lot” because it does not abut two public streets; however, the subject site is bound on the northwest by a public street, the east by an access drive and the south by another access drive. Intersections of each of the access drives are required to meet the requirements of Section 4.177. Section 4.177 references maintaining “a clear vision area which meets the Public Works Standards”. The Public Works Standards reference “clear vision area” standards for Sight Distance. City Engineering staff determined that the intersectional sight distance for the east access drive requires 370 feet of vision along Town Center Loop West, which due to the intersection design and curvature of the lot, cuts through the lot as shown on Sheet A2.0 Site Plan. As shown on Sheet A2.0, no parking area, screening, or above-ground development is proposed within this clear vision area.



- (.09) Trailer, trailer houses, mobile coaches, or any altered variation thereof shall not be used for the purpose of conducting a trade or calling or for storage of material unless approved for such purpose as a temporary use.

Response: No trailers or similar storage areas are proposed.

(.10) Commercial developments generally.

- A. No structure shall be erected closer than the right-of-way line then existing or the officially planned right-of-way of any public, county, or state road.
- B. Minimum Front Yard Setback: None required except when front yard abuts a more restrictive district. When front yard abuts a more restrictive district, setbacks shall be the same as the abutting district.
- C. Minimum Rear Yard Setback: None required except when rear yard abuts a more restrictive district. When rear yard abuts a more restrictive district, setbacks shall be the same as for the abutting district.
- D. Minimum Side Yard Setback: None required except when side yard abuts a more restrictive district. When side yard abuts a more restrictive district, setbacks shall be one and one-half (1 1/2) times the setback required for the abutting district.
- E. Maximum Building Height: Thirty-five (35) feet, unless taller buildings are specifically allowed in the zone.
- F. Minimum Lot Size: No limitation, save and except as may otherwise be affected by other provisions of this Code.
- G. Maximum Lot Coverage: No limitation, save and except as may otherwise be affected by other provisions of this Code.
- H. Minimum Street Frontage: No limitation, save and except as may be necessary to provide minimum access requirements.

Response:

- **A survey is provided as Exhibit B; this survey was used to describe the boundaries and any easements affecting the subject tax lot. No structure is proposed within the public right-of-way, or outside of the boundaries of the subject tax lot.**
- **The subject site is within and surrounded by land designated for Town Center - Commercial, therefore no setbacks are required.**



- **As shown on Sheets A2.0 and A5.1, the proposed building is 19 feet, 8 inches in height.**

(.11) Hotels or Motels.

Response: Not applicable.

(.12) Off-Street Parking is to be as specified in Section 4.155.

(.13) Signs are subject to the standards of Sections 4.156.01 through 4.156.11.
[Amended by Ord. No. 704, 6/18/12]

Response: Please see findings under Sections 4.155 and 4.156 in this application narrative.

(.14) Prohibited Uses.

- A. The use of a trailer, trailer house, or mobile coach as a residence is prohibited except where approved within an RV park or approved as a temporary use during construction.
- B. Any use that violates the performance standards of Section 4.135(.05), other than 4.135(.05)(M.)(3.) is prohibited within commercial developments.

Response: No trailer or residence is proposed. Section 4.135(.05) performance standards are addressed under 4.116(.07) above; the proposed medical office use will not violate industrial performance standards.



Section 4.131. PDC - Planned Development Commercial Zone.

The requirements of a PDC Zone shall be governed by Section 4.140, Planned Development Regulations, and as otherwise set forth in this Code.

(.01) The following shall apply to any PDC zone:

- A. Uses that are typically permitted:
 - 3. Offices and clinics.

Response: The proposed use is a medical office building, consistent with uses typically permitted in PDC zones.

(.03) Block and access standards:

- 1. The Development Review Board shall determine appropriate conditions of approval to assure that adequate connectivity results for pedestrians, bicyclists, and motor vehicle drivers. Consideration shall be given to the use of public transit as a means of meeting access needs.

Response: The Town Center Master Plan area has already been approved and is mostly developed. Blocks within the Town Center area are already established, access roads within the Town Center are already developed and in use, and the subject site already has a developed sidewalk on all sides. As documented by DKS in Exhibit F, the proposed use (medical office) produces over 50% fewer trips than the approved use for the subject site (fast food), and therefore has less impact on the transportation system than anticipated and already approved for the site.

As discussed under Discussion Item #4 earlier in this document, the 2016 Transportation System Plan (TSP) controls connectivity and design requirements. Staff has required expansion of the sidewalk along Town Center Loop West from five feet to ten feet, consistent with Project C2 in the 2006 Bicycle and Pedestrian Master Plan. Therefore, as shown on Sheet A2.0, existing sidewalks are proposed to be expanded to 10 feet in width along Town Center Loop West.

- 2. Where a residential development, or mixed-use development including residential development, is proposed in a PDC zone, the Development Review Board shall assure that adequate connectivity is provided meeting the standards of Metro's Urban Growth Management Functional Plan.



3. Where a residential development, or mixed-use development including residential development, is proposed in a PDC zone, and the application includes a land division, the following standards shall be applied:
 - a. Maximum spacing between streets for local access: 530 feet, unless waived by the Development Review Board upon finding that barriers such as railroads, freeways, existing buildings, topographic variations, or designated Significant Resource Overlay Zone areas will prevent street extensions meeting this standard. [Amended by Ordinance No. 538, 2/21/02.]
 - b. Maximum block length without pedestrian and bicycle crossing: 330 feet, unless waived by the Development Review Board upon finding that barriers such as railroads, freeways, existing buildings, topographic variations, or designated Significant Resource Overlay Zone areas will prevent pedestrian and bicycle facility extensions meeting this standard.

Response: Subsections (.03)(2) and (3) are not applicable because no residential development is proposed and block lengths were established in the Town Center Plan.

Section 4.131.05. PDC-TC (Town Center Commercial) Zone

- (.01) Purpose: The purpose of this zoning is to permit and encourage a Town Center, adhering to planned commercial and planned development concepts, including provision for commercial services, sales of goods and wares, business and professional offices, department stores, shopping centers and other customer-oriented uses to meet the needs of the Wilsonville community as well as to meet the general shopping and service needs on an area-wide basis, together with such multiple family residential facilities, open space, recreational and park areas, and public uses facilities as may be approved as part of the Town Center compatible with the Comprehensive Plan of the City.
- (.02) Examples of uses that are typically permitted:
 - D. Public facilities complex, Governmental offices, and facilities, hospitals, health centers and office complex for the furnishing of professional services, including but not restricted to medical, legal, architectural and engineering.



Response: The proposed medical office use is consistent with uses that are typically permitted in the PDC-TC zone under example "D" above.

(.03) Examples of uses that are typically recommended:

- A. Central Commercial:
Dentists or medical offices
- E. Office Professional and General Office:
Physicians & Surgeons

Response: The proposed medical office use is consistent with examples of uses that are typically recommended in the "Central Commercial" and "Office Professional and General Office" categories as listed in the PDC-TC zone.

(.04) Accessory uses that are typically permitted:

- A. Any accessory use and structure not otherwise prohibited customarily accessory and incidental to any permitted principal use.
- B. Temporary buildings and uses incidental to the development of principal facilities, such temporary structures to be removed upon completion of the work or abandonment of the project. In no case shall such buildings remain on the premises longer than ten (10) days after the receipt of a Certificate of Occupancy or the expiration of construction permits.

Response: No accessory use or temporary building is proposed.

(.05) Procedures, Regulations and Restrictions: The procedures, regulations and restrictions applicable to the Town Center District shall conform to those set forth in Section 4.140 of this Code as the Development Review Board may deem necessary to achieve the purposes of the zone.

Response: Section 4.140 standards are discussed under Section 4.140 in this application narrative.



Planned Development Standards and Regulations for all Planned Development (PD) Zones

Section 4.118. Standards applying to all Planned Development Zones:

(.01) Height Guidelines: In “S” overlay zones,[...]

Response: The subject site is not within the “S” overlay zone.

(.02) Underground Utilities shall be governed by Sections 4.300 to 4.320. All utilities above ground shall be located so as to minimize adverse impacts on the site and neighboring properties.

Response: Please see Sheet C300 (Preliminary Composite Utility Plan) for location of utilities. No above-ground utilities are proposed.

(.03) Notwithstanding the provisions of Section 4.140 to the contrary, the Development Review Board, [...]

(.04) The Planning Director and Development Review Board shall [...].

(.05) The Planning Director, Development Review Board, or on appeal, the City Council, may [...]

Response: Applicant does not request any deviation from adopted development standards. Standards 4.118 (3-5) are directed to review bodies.

(.06) Nothing in this Code shall prevent the owner of a site that is less than two (2) acres in size from filing an application to rezone and develop the site as a Planned Development. [...].

(.07) Density Transfers. [...]

(.08) Wetland Mitigation and other mitigation for lost or damaged resources. [...]

Response: No rezoning or density transfer are proposed. No wetlands are mapped on site.



- (.09) Habitat-Friendly Development Practices. To the extent practicable, development and construction activities of any lot shall consider the use of habitat-friendly development practices, which include:
- A. Minimizing grading, removal of native vegetation, disturbance and removal of native soils, and impervious area;
 - B. Minimizing adverse hydrological impacts on water resources, such as using the practices described in Part (a) of Table NR-2 in Section 4.139.03, unless their use is prohibited by an applicable and required state or federal permit, such as a permit required under the federal Clean Water Act, 33 U.S.C. §§1251 et seq., or the federal Safe Drinking Water Act, 42 U.S.C. §§300f et seq., and including conditions or plans required by such permit;
 - C. Minimizing impacts on wildlife corridors and fish passage, such as by using the practices described in Part (b) of Table NR-2 in Section 4.139.03; and
 - D. Using the practices described in Part (c) of Table NR-2 in Section 4.139.03.
- [Section 4.118(.09) added by Ord. # 674 11/16/09]

Response: The subject site was cleared many years ago, with original development of the Town Center area. No habitat or resources are mapped on site.



Section 4.140. Planned Development Regulations.

(.01) Purpose.

(.02) Lot Qualification.

- A. Planned Development may be established on lots which are suitable for and of a size to be planned and developed in a manner consistent with the purposes and objectives of Section 4.140.
- B. Any site designated for development in the Comprehensive Plan may be developed as a Planned Development, provided that it is zoned "PD." All sites which are greater than two (2) acres in size, and designated in the Comprehensive Plan for commercial, residential, or industrial use shall be developed as Planned Developments, unless approved for other uses permitted by the Development Code. Smaller sites may also be developed through the City's PD procedures, provided that the location, size, lot configuration, topography, open space and natural vegetation of the site warrant such development.

Response: The subject site is within the PDC-TC zone, and is part of an established planned development area.

(.03) Ownership.

- A. The tract or tracts of land included in a proposed Planned Development must be in one (1) ownership or control or the subject of a joint application by the owners of all the property included. The holder of a written option to purchase, with written authorization by the owner to make applications, shall be deemed the owner of such land for the purposes of Section 4.140.
- B. Unless otherwise provided as a condition for approval of a Planned Development permit, the permittee may divide and transfer units or parcels of any development. The transferee shall use and maintain each such unit or parcel in strict conformance with the approval permit and development plan.

Response: EyeHealth Northwest owns the subject site, as shown in Exhibit A.

(.04) Professional Design.



- A. The applicant for all proposed Planned Developments shall certify that the professional services of the appropriate professionals have been utilized in the planning process for development.
- B. Appropriate professionals shall include, but not be limited to the following to provide the elements of the planning process set out in Section 4.139:
 - 1. An architect licensed by the State of Oregon;
 - 2. A landscape architect registered by the State of Oregon;
 - 3. An urban planner holding full membership in the American Institute of Certified Planners, or a professional planner with prior experience representing clients before the Development Review Board, Planning Commission, or City Council; or
 - 4. A registered engineer or a land surveyor licensed by the State of Oregon.
- C. One of the professional consultants chosen by the applicant from either 1, 2, or 3, above, shall be designated to be responsible for conferring with the planning staff with respect to the concept and details of the plan.
- D. The selection of the professional coordinator of the design team will not limit the owner or the developer in consulting with the planning staff.

Response: The project team includes licensed architect (Jon Anderson, AIA, NCARB, AIBC, Anderson Dabrowski Architects), licensed landscape architect (Laurel Macdonald, ASLA, Macdonald Environmental Planning), land use planner (Jesse Winterowd, AICP, Winterbrook Planning), registered engineer (Stefano Natalini, AKS), and a licensed land surveyor (Tod Kelso, WH Pacific).

(.05) Planned Development Permit Process.

(.06) Staff Report:

(.07) Preliminary Approval (Stage One):

- A. Applications for preliminary approval for planned developments shall:
 - 1. Be made by the owner of all affected property or the owner's authorized agent; and
 - 2. Be filed on a form prescribed by the City Planning Department and filed with said Department.



3. Set forth the professional coordinator and professional design team as provided in subsection (.04), above.
4. State whether the development will include mixed land uses, and if so, what uses and in what proportions and locations.

Response: Please see application form and previous responses. The proposal is for a medical office building and does not include mixed land uses. Jesse Winterowd, AICP is responsible for coordinating the efforts of the design team insofar as the land use application process is concerned. Jon Anderson , AIA, NACRB, AIBC is coordinating the overall project and design.

- B. The application shall include conceptual and quantitatively accurate representations of the entire development sufficient to judge the scope, size, and impact of the development on the community; and, in addition to the requirements set forth in Section 4.035, shall be accompanied by the following information:
 1. A boundary survey or a certified boundary description by a registered engineer or licensed surveyor.

Response: The required survey is included as Exhibit B.

2. Topographic information as set forth in Section 4.035

Response: Existing topography and proposed grading are shown on Sheets C050 and C070.

3. A tabulation of the land area to be devoted to various uses, and a calculation of the average residential density per net acre.

Response: Sheet A2.0 details area proposed for the medical office building footprint and parking area on site. No other uses are proposed. No residential use is proposed.

4. A stage development schedule demonstrating that the developer intends receive Stage II approval within two (2) years of receiving Stage I approval, and to commence construction within two (2) years after the approval of the final development plan, and will proceed diligently to completion; unless a phased development schedule has been approved; in which case adherence to that schedule shall be considered to constitute diligent pursuit of project completion.



Response: This application includes concurrent Stage I and Stage II applications.

5. A commitment by the applicant to provide in the Final Approval (Stage II) a performance bond or other acceptable security for the capital improvements required by the project.

Response: Applicant expects a condition of approval sufficient to satisfy this requirement.

6. If it is proposed that the final development plan will be executed in stages, a schedule thereof shall be provided.

Response: This application includes a Stage II concurrent application. No additional phasing or stages are proposed.

7. Statement of anticipated waivers from any of the applicable site development standards.

Response: As noted above, this application does not anticipate needing a waiver from any applicable site development standards.

(.09) Final Approval (Stage Two):

[Note: Outline Number is incorrect.]

- A. Unless an extension has been granted by the Development Review Board, within two (2) years after the approval or modified approval of a preliminary development plan (Stage I), the applicant shall file with the City Planning Department a final plan for the entire development or when submission in stages has been authorized pursuant to Section 4.035 for the first unit of the development, a public hearing shall be held on each such application as provided in Section 4.013.

Response: This application is for a concurrent Stage I and Stage II approval.

- B. After such hearing, the Development Review Board shall determine whether the proposal conforms to the permit criteria set forth in this Code, and shall approve, conditionally approve, or disapprove the application.



- C. The final plan shall conform in all major respects with the approved preliminary development plan, and shall include all information included in the preliminary plan plus the following:
1. The location of water, sewerage and drainage facilities;
 2. Preliminary building and landscaping plans and elevations, sufficient to indicate the general character of the development;
 3. The general type and location of signs;
 4. Topographic information as set forth in Section 4.035;
 5. A map indicating the types and locations of all proposed uses; and
 6. A grading plan.

Response: Please see:

- **Sheet C300 (Preliminary Composite Utility Plan)**
- **Sheet A2.0 (Site Plan)**
- **Exhibit C (Sign Plan, Sheets 1-6)**
- **Sheets C050 (Existing Conditions) and C070 (Preliminary Grading, Erosion, and Sediment Control Plan)**

- D. The final plan shall be sufficiently detailed to indicate fully the ultimate operation and appearance of the development or phase of development. However, Site Design Review is a separate and more detailed review of proposed design features, subject to the standards of Section 4.400.

Response: This application includes a concurrent application for Site Design Review. Findings for Site Design Review are included under Sections 4.421 and 4.430 in this application narrative.

- E. Copies of legal documents required by the Development Review Board for dedication or reservation of public facilities, or for the creation of a non-profit homeowner's association, shall also be submitted.

Response: Existing CC&Rs are included as Exhibit E.

- J. A planned development permit may be granted by the Development Review Board only if it is found that the development conforms to all the following criteria, as well as to the Planned Development Regulations in Section 4.140:



1. The location, design, size and uses, both separately and as a whole, are consistent with the Comprehensive Plan, and with any other applicable plan, development map or Ordinance adopted by the City Council.

Response: The Comprehensive Plan designation for the site is Commercial - Town Center. The Planned Development Commercial - Town Center zone implements this plan designation. As discussed under Sections 4.131 and 4.131.05, the proposed medical office use is consistent with permitted uses both in the Planned Development Commercial and Planned Development Commercial - Town Center zones.

However, the subject site is currently identified in the Phase III Town Center plan as "Fast Food with a drive-thru", requiring a modification from the Fast Food (FF) master plan designation to the "Offices for Professional Use and Offices for General Use" (OP-OG) master plan designation. With this modification, the proposed use would be allowed outright and this criterion would be met.

2. That the location, design, size and uses are such that traffic generated by the development at the most probable used intersection(s) can be accommodated safely and without congestion in excess of Level of Service D, as defined in the Highway Capacity Manual published by the National Highway Research Board, on existing or immediately planned arterial or collector streets and will, in the case of commercial or industrial developments, avoid traversing local streets. Immediately planned arterial and collector streets are those listed in the City's adopted Capital Improvement Program, for which funding has been approved or committed, and that are scheduled for completion within two years of occupancy of the development or four year if they are an associated crossing, interchange, or approach street improvement to Interstate 5.
 - a. In determining levels of Service D, the City shall hire a traffic engineer at the applicant's expense who shall prepare a written report containing the following minimum information for consideration by the Development Review Board:
 - i. An estimate of the amount of traffic generated by the proposed development, the likely routes of travel of the estimated generated traffic, and the source(s) of information of the estimate of the traffic generated and the likely routes of travel; [Added by Ord. 561, adopted 12/15/03.]



- ii. What impact the estimate generated traffic will have on existing level of service including traffic generated by (1) the development itself, (2) all existing developments, (3) Stage II developments approved but not yet built, and (4) all developments that have vested traffic generation rights under section 4.140(.10), through the most probable used intersection(s), including state and county intersections, at the time of peak level of traffic. This analysis shall be conducted for each direction of travel if backup from other intersections will interfere with intersection operations. [Amended by Ord 561, adopted 12/15/03.]
- b. The following are exempt from meeting the Level of Service D criteria standard:
 - i. A planned development or expansion thereof which generates three (3) new p.m. peak hour traffic trips or less;
 - ii. A planned development or expansion thereof which provides an essential governmental service.
- c. Traffic generated by development exempted under this subsection on or after Ordinance No. 463 was enacted shall not be counted in determining levels of service for any future applicant. [Added by Ord 561, adopted 12/15/03.]
- d. Exemptions under 'b' of this subsection shall not exempt the development or expansion from payment of system development charges or other applicable regulations. [Added by Ord 561, adopted 12/15/03.]
- e. In no case will development be permitted that creates an aggregate level of traffic at LOS "F". ([Added by Ord 561, adopted 12/15/03.]

Response: DKS and Associates performed a traffic study for this proposal, included as Exhibit F. As shown in Exhibit F, trip generation for the proposed use will not cause overall interchange trips to exceed previously approved levels and will actually *add* interchange capacity by reducing the number of trips allocated to this site.

- 3. That the location, design, size and uses are such that the residents or establishments to be accommodated will be adequately served by existing or immediately planned facilities and services.



Response: The site is within the existing, approved, and mostly developed Town Center Master Plan area. The proposed use produces over 50% fewer trips, and therefore will have a lower impact on the transportation system than previously approved for the site (See Exhibit F).

Please see Sheet C300, describing existing and planned sanitary, water, and stormwater facilities for the site.

- K. Mapping: Whenever a Planned Development permit has been granted, and so long as the permit is in effect, the boundary of the Planned Development shall be indicated on the Zoning Map of the City of Wilsonville as the appropriate "PD" Zone.

Response: The Town Center area has already been mapped as PDC-TC.

- L. Adherence to Approved Plan and Modification Thereof: The applicant shall agree in writing to be bound, for her/himself and her/his successors in interest, by the conditions prescribed for approval of a development. The approved final plan and stage development schedule shall control the issuance of all building permits and shall restrict the nature, location and design of all uses. Minor changes in an approved preliminary or final development plan may be approved by the Director of Planning if such changes are consistent with the purposes and general character of the development plan. All other modifications, including extension or revision of the stage development schedule, shall be processed in the same manner as the original application and shall be subject to the same procedural requirements.

Response: Applicant expects a condition of approval relating to this standard.



Overlay Zones

Section 4.133.00. Wilsonville Road Interchange Area Management Plan (IAMP) Overlay Zone

Section 4.133.04. Access Management

In addition to the standards and requirements of Section 4.237 for land divisions and Street Improvement Standards in Section 4.177, parcels wholly or partially within the IAMP Overlay Zone are governed by the Access Management Plan in the Wilsonville Road Interchange Area Management Plan. The following applies to land use and development applications subject to Sections 4.133.02 Applicability. The provisions of Section 4.133.04 apply to:

- (.01) Development or redevelopment proposals for parcels two (2) acres or less that are subject to the requirements of Section 4.004 Development Permit.
- (.02) Planned Development applications, pursuant to Section 4.140, as part of Preliminary Approval (Stage One).
- (.03) Final Approval (Stage Two) Planned Development applications, pursuant to Section 4.140, to the extent that subsequent phases of development differ from the approved preliminary development plan, or where one or more of the following elements are not identified for subsequent phases:
 - A. Land uses.
 - B. Building location.
 - C. Building size.
 - D. Internal circulation.

Response: Conformance with the IAMP is triggered for this application due to modifying the approved Town Center Master Plan. This proposal is to change the planned use for the subject site from fast food to medical office. Impact on the IAMP will be evaluated through a Transportation Impact Study (included as Exhibit F to this application narrative). DKS determined that the change in land use will reduce the number of trips generated by the Town Center Master Plan by 32 peak hour trips.

- (.04) Access Approval.



- A. Access to public streets within the IAMP Overlay Zone shall be reviewed for consistency with the IAMP Access Management Plan.
- B. Approval of access to City streets within the IAMP Overlay Zone shall be granted only after joint review by the City and the Oregon Department of Transportation (ODOT). Coordination of this review will occur pursuant to Section 4.133.05(.02).
- C. Access approval is a Class II decision, pursuant to Section 4.030, and is based on the standards contained in this Section, the provisions in Section 4.177 and Section 4.237 of this Code, and the Access Management Plan in the Wilsonville Road Interchange Area Management Plan.
 - 1. Where the recommendations of the Access Management Plan conflict with other access and spacing requirements in Section 4.177 of this Code, the IAMP Access Management Plan shall govern.
 - 2. Where development proposals are inconsistent with the Access Management Plan, modifications to the Access Management Plan are required pursuant to (.03) in this Section.

(.05) Cross-access easements.

- A. Prior to approving access for tax lots that are identified in the Access Management Plan (see Table 3 and Figure 5 in the Wilsonville Road Interchange Area Management Plan), the City shall require that:
 - 1. The applicant demonstrate how cross access can be accomplished for sites contiguous to the subject property or properties, consistent with the circulation and planned local street network shown in the Interchange Area Management Plan;
 - 2. If access across an adjacent parcel or parcels is necessary for the development of the subject site, a signed cross-access agreement is submitted with the application; and,
 - 3. For applications reviewed as part of a subdivision approval process, necessary cross-access easements are shown and recorded on the final plat. Access widths shall consistent with City Public Works standards unless based on a Transportation Impact Analysis, developed pursuant to Section 4.133.05(.01) and approved by the City Engineer.



Response: Access to City streets for pads within the Town Center Master Plan was already approved and developed as part of both the Town Center Master Plan and the IAMP.

(.06) Access Management Plan Modifications.

- A. Recommended actions in the Access Management Plan are based on property configurations development application approvals and ownership existing at the time of the Wilsonville Road Interchange Area Management Plan's adoption. Lot consolidation and other land use actions may necessitate an amendment to the Access Management Plan. Modifications to the Access Management Plan:
1. May occur through agreement by the City of Wilsonville and ODOT and require an amendment to the Wilsonville Road Interchange Area Management Plan; and
 2. Will only be allowed if the proposed modifications meet, or move in the direction of meeting, the adopted access management spacing requirements in the Wilsonville Road Interchange Area Management Plan.

Response: No modifications to the IAMP are proposed.

Section 4.133.05. Administration

Section 4.133.05 delineates the responsibilities of the City, in coordination with ODOT, to monitor and evaluate vehicle trip generation impacts on the Wilsonville Road Interchange from development approved under this Section.

(.01) Traffic Impact Analysis.

- A. Purpose. The purpose of this section of the code is to implement Section 660-012-0045 (2) (e) of the State Transportation Planning Rule that requires the City to adopt a process to apply conditions to development proposals in order to minimize adverse impacts to and protect transportation facilities. This section establishes the standards for when a proposal in the IAMP Overlay Zone must be reviewed for potential traffic impacts; when a Traffic Impact Analysis must be submitted with a development application in order to determine whether conditions are needed to minimize impacts to and protect transportation facilities; what must be in a Traffic Impact Study; and who is qualified to prepare the Study.



- B. Typical Average Daily Trips. The latest edition of the Trip Generation Manual, published by the Institute of Transportation Engineers (ITE) shall be used as standards by which to gauge average daily vehicle trips, unless a specific trip generation study is approved by the City Engineer. A trip generation study could be used to determine trip generation for a specific land use which is not well represented in the ITE Trip Generation Manual and for which a similar facility is available to count.
- C. When required, a Traffic Impact Analysis shall be required to be submitted to the City with a land use application, when the following conditions apply:
 - 1. The development application involves one or more of the following actions:
 - a. A change in zoning or a plan amendment designation; or
 - b. The development requires a Development Permit pursuant to Section 4.004; or
 - c. The development may cause one or more of the following effects to access or circulation, which can be determined by site observation, traffic impact analysis or study, field measurements, and information and studies provided by the local reviewing jurisdiction and/or ODOT:
 - i. The location of the access driveway does not meet minimum intersection sight distance requirements, or is located where vehicles entering or leaving the property are restricted, or such vehicles queue or hesitate, creating a safety hazard; or
 - ii. The location of the access driveway does not meet the access spacing standard of the roadway on which the driveway is located; or
 - iii. The location of the access driveway is inconsistent with the Wilsonville Road Interchange Area Management Plan Access Management Plan.
 - iv. A change in internal traffic patterns that may cause safety problems, such as back up onto the highway or traffic crashes in the approach area.
- D. Traffic Impact Analysis Requirements.

Response: A Traffic Impact Study (TIS) was prepared by DKS & Associates for this application. The TIS is provided as Exhibit F.



- E. Approval Criteria.
1. Criteria. When a Traffic Impact Analysis is required, approval of the development proposal requires satisfaction of the following criteria:
 - a. The Traffic Impact Analysis was prepared by a professional engineer selected by the City; and
 - b. If the proposed development meets the criteria in Section C, above, or other traffic hazard or negative impact to a transportation facility, the Traffic Impact Analysis shall include mitigation measures that meet the City's performance standards (i.e. Level-of-Service and/or Volume/Capacity ratio) and are satisfactory to the City Engineer and ODOT; and
 - c. The proposed site design and traffic and circulation design and facilities, for all transportation modes, including any mitigation measures, are designed to:
 - i. Have the least negative impact on all applicable transportation facilities; and
 - ii. Accommodate and encourage non-motor vehicular modes of transportation to the extent practicable; and
 - iii. Make the most efficient use of land and public facilities as practicable; and
 - iv. Provide the most direct, safe and convenient routes practicable between on-site destinations, and between on-site and off-site destinations; and
 - v. Otherwise comply with applicable requirements of the City of Wilsonville's Development Code.
- F. Conditions of Approval. The City may deny, approve, or approve a development proposal with appropriate conditions.
1. Where the existing transportation system will be impacted by the proposed development, dedication of land for streets, transit facilities, sidewalks, bikeways, paths, or access ways may be required to ensure that the transportation system is adequate to handle the additional burden caused by the proposed use.
 2. Where the existing transportation system is shown to be burdened by the proposed use, improvements such as paving, curbing, installation or contribution to traffic signals, construction of sidewalks, bikeways, access ways, paths, or streets that serve the proposed use may be required.



Response: The proposed medical office use is located on a pad within the Town Center Master Plan. Transportation impacts from the Town Center Master Plan were addressed as part of the Town Center Master Plan approval. The site was originally planned and approved in 2003 for a fast food use. As shown in the TIS (Exhibit F), the proposed use generates over 50% fewer trips than the original planned use, therefore the proposed use *reduces* transportation impacts associated with and already addressed by previous approval of the Town Center Master Plan.

This proposal causes no additional burden to the transportation system, and therefore standards 4.133.05(1)(F)(1-2) require no additional transportation improvements.

3. Where planned local street connectivity is required to improve local circulation for the betterment of interchange function, local street system improvements will be required.

Response: No local street system connectivity improvements related to the interchange are identified in Exhibit F (TIS).



General Development Regulations and Standards

Section 4.154. On-site Pedestrian Access and Circulation.

(.01) On-site Pedestrian Access and Circulation

- A. The purpose of this section is to implement the pedestrian access and connectivity policies of the Transportation System Plan. It is intended to provide for safe, reasonably direct, and convenient pedestrian access and circulation.
- B. Standards. Development shall conform to all of the following standards:
 - 1. Continuous Pathway System. A pedestrian pathway system shall extend throughout the development site and connect to adjacent sidewalks, and to all future phases of the development, as applicable.

Response: Please see Sheet A2.0 (Site Plan). The proposed pedestrian pathway system (sidewalks) already exists on all three sides of the site. Internal pathways provide a direct connection from all three sides of the site to the front building entrance. Pedestrians may also cross the site to reach off-site development. In other words, pedestrians have direct access to the front entrance of the building from all three sides and may traverse the site to any other side using pedestrian pathways.

- 2. Safe, Direct, and Convenient. Pathways within developments shall provide safe, reasonably direct, and convenient connections between primary building entrances and all adjacent parking areas, recreational areas/playgrounds, and public rights-of-way and crosswalks based on all of the following criteria:
 - a. Pedestrian pathways are designed primarily for pedestrian safety and convenience, meaning they are free from hazards and provide a reasonably smooth and consistent surface.

Response: As shown on Sheet A2.0 (Site Plan) and Sheet C070 (Preliminary Grading Plan), proposed pedestrian pathways are flat, paved sidewalks. Where crossing the parking area, the sidewalk is proposed to be elevated, with bollards providing additional protection near the building entrance.

- b. The pathway is reasonably direct. A pathway is reasonably direct when it follows a route between destinations that does not



involve a significant amount of unnecessary out-of-direction travel.

Response: As shown on Sheet A2.0 (Site Plan), the pathways provide direct access to the building entrance, from all three sides of the site, and from the parking area.

c. The pathway connects to all primary building entrances and is consistent with the Americans with Disabilities Act (ADA) requirements.

Response: As shown on Sheet A2.0 (Site Plan), pathways connect to all primary (and secondary) building entrances. The proposed use is a medical office building, and ADA requirements are critical to the use. Applicant proposes to develop consistent with all ADA requirements.

d. All parking lots larger than three acres in size shall provide an internal bicycle and pedestrian pathway pursuant to Section 4.155(.03)(B.)(3.)(d.).

Response: The parking area is less than half an acre in size; this standard is not applicable.

3. Vehicle/Pathway Separation. Except as required for crosswalks, per subsection 4, below, where a pathway abuts a driveway or street it shall be vertically or horizontally separated from the vehicular lane. For example, a pathway may be vertically raised six inches above the abutting travel lane, or horizontally separated by a row of bollards.

Response: As shown on Sheet A2.0 (Site Plan), the pathway crossing the parking area will be elevated.

4. Crosswalks. Where a pathway crosses a parking area or driveway, it shall be clearly marked with contrasting paint or paving materials (e.g., pavers, light-color concrete inlay between asphalt, or similar contrast).

Response: As shown on Sheet A2.0 (Site Plan), the proposed pedestrian pathway will be elevated in locations where it crosses parking areas, clearly delineating the pedestrian pathway. The pathway includes tactile warning strips delineating areas that pass-through parking areas.



5. Pathway Width and Surface. Primary pathways shall be constructed of concrete, asphalt, brick/masonry pavers, or other durable surface, and not less than five (5) feet wide. Secondary pathways and pedestrian trails may have an alternative surface except as otherwise required by the ADA.

Response: As shown on Sheet A2.0 (Site Plan), main pathways are proposed to be six feet wide, and the north side pathway to the side entrance is proposed to be five feet wide.

6. All pathways shall be clearly marked with appropriate standard signs.

Response: Applicant expects a condition of approval related to this standard.



Section 4.155. General Regulations - Parking, Loading and Bicycle Parking.

(.01) Purpose:

- A. The design of parking areas is intended to enhance the use of the parking area as it relates to the site development as a whole, while providing efficient parking, vehicle circulation and attractive, safe pedestrian access.
- B. As much as possible, site design of impervious surface parking and loading areas shall address the environmental impacts of air and water pollution, as well as climate change from heat islands.
- C. The view from the public right of way and adjoining properties is critical to meet the aesthetic concerns of the community and to ensure that private property rights are met. Where developments are located in key locations such as near or adjacent to the I-5 interchanges, or involve large expanses of asphalt, they deserve community concern and attention.

(.02) General Provisions:

- A. The provision and maintenance of off-street parking spaces is a continuing obligation of the property owner. The standards set forth herein shall be considered by the Development Review Board as minimum criteria.
 - 1. The Board shall have the authority to grant variances or planned development waivers to these standards in keeping with the purposes and objectives set forth in the Comprehensive Plan and this Code.
 - 2. Waivers to the parking, loading, or bicycle parking standards shall only be issued upon a findings that the resulting development will have no significant adverse impact on the surrounding neighborhood, and the community, and that the development considered as a whole meets the purposes of this section.

Response: No waivers or variances are requested for parking, loading, or bicycle parking standards.

- B. No area shall be considered a parking space unless it can be shown that the area is accessible and usable for that purpose, and has maneuvering area for the vehicles, as determined by the Planning Director.



Response: As shown on Sheet A2.0 (Site Plan), the proposed parking area has aisles 24-27 feet in width, providing ample maneuverability to access parking spaces.

- C. In cases of enlargement of a building or a change of use from that existing on the effective date of this Code, the number of parking spaces required shall be based on the additional floor area of the enlarged or additional building, or changed use, as set forth in this Section. Current development standards, including parking area landscaping and screening, shall apply only to the additional approved parking area.
- D. In the event several uses occupy a single structure or parcel of land, the total requirement for off-street parking shall be the sum of the requirements of the several uses computed separately, except as modified by subsection "E," below.
- E. Owners of two (2) or more uses, structures, or parcels of land may utilize jointly the same parking area when the peak hours of operation do not overlap, provided satisfactory legal evidence is presented in the form of deeds, leases, or contracts securing full and permanent access to such parking areas for all the parties jointly using them. [Amended by Ord. # 674 11/16/09]

Response: The proposal is for a single, new use on a single site. Standards 4.155(.02)(C-E) are not applicable.

- F. Off-street parking spaces existing prior to the effective date of this Code may be included in the amount necessary to meet the requirements in case of subsequent enlargement of the building or use to which such spaces are necessary.

Response: No off street spaces exist on site, therefore this standard is inapplicable.

- G. Off-Site Parking. Except for single-family dwellings, the vehicle parking spaces required by this Chapter may be located on another parcel of land, provided the parcel is within 500 feet of the use it serves and the DRB has approved the off-site parking through the Land Use Review. The distance from the parking area to the use shall be measured from the nearest parking space to the main building entrance, following a sidewalk or other pedestrian route. The right to use the off-site parking must be evidenced in the form of recorded deeds, easements, leases, or contracts



securing full and permanent access to such parking areas for all the parties jointly using them. [Amended by Ord. # 674 11/16/09]

Response: This proposal does not include any off-site parking.

- H. The conducting of any business activity shall not be permitted on the required parking spaces, unless a temporary use permit is approved pursuant to Section 4.163.

Response: No business activity is proposed within the parking area.

- I. Where the boundary of a parking lot adjoins or is within a residential district, such parking lot shall be screened by a sight-obscuring fence or planting. The screening shall be continuous along that boundary and shall be at least six (6) feet in height.

Response: The subject site is entirely surrounded by lots zoned for Planned Development Commercial – Town Center.

- J. Parking spaces along the boundaries of a parking lot shall be provided with a sturdy bumper guard or curb at least six (6) inches high and located far enough within the boundary to prevent any portion of a car within the lot from extending over the property line or interfering with required screening or sidewalks.

Response: As shown on Sheet A2.0 (Site Plan), proposed parking is surrounded by a six-inch curb. Near the building front, the sidewalk is extended to six feet in width to allow for parking while maintaining at least five feet in sidewalk width. Parking areas are at least five feet from exterior sidewalks, so will not interfere in any way with exterior sidewalks.

- K. All areas used for parking and maneuvering of cars shall be surfaced with asphalt, concrete, or other surface, such as pervious materials (i. e. pavers, concrete, asphalt) that is found by the City's authorized representative to be suitable for the purpose. In all cases, suitable drainage, meeting standards set by the City's authorized representative, shall be provided. [Amended by Ord. # 674 11/16/09]



Response: The parking area is proposed to be paved with asphalt. Sheet C300 (Preliminary Composite Utility Plan) shows how the parking area interacts with on-site rain gardens for stormwater drainage.

- L. Artificial lighting which may be provided shall be so limited or deflected as not to shine into adjoining structures or into the eyes of passers-by.

Response: The proposed lighting plan is provided as Sheet SD1.1. As shown, the parking lot lighting is directed toward the interior of the site, and light levels at the exterior of the site are at or below 0.5 foot-candle.

- M. Off-street parking requirements for types of uses and structures not specifically listed in this Code shall be determined by the Development Review Board if an application is pending before the Board. Otherwise, the requirements shall be specified by the Planning Director, based upon consideration of comparable uses.

Response: Medical Office parking standards are defined in Table 5.

- N. Up to forty percent (40%) of the off-street spaces may be compact car spaces as identified in Section 4.001 - "Definitions," and shall be appropriately identified.

Response: Proposed parking consists of 32 normal spaces and no compact spaces, meeting this standard.

- O. Where off-street parking areas are designed for motor vehicles to overhang beyond curbs, planting areas adjacent to said curbs shall be increased to a minimum of seven (7) feet in depth. This standard shall apply to a double row of parking, the net effect of which shall be to create a planted area that is a minimum of seven (7) feet in depth.

Response: As shown on Sheet A2.0 (Site Plan) the narrowest width of planting areas adjacent to curbs occurs between the northeast parking row and the existing sidewalk. This width is 9'6", meeting this requirement.

(.03) Minimum and Maximum Off-Street Parking Requirements:



- A. Parking and loading or delivery areas shall be designed with access and maneuvering area adequate to serve the functional needs of the site and shall:
 1. Separate loading and delivery areas and circulation from customer and/or employee parking and pedestrian areas. Circulation patterns shall be clearly marked.

Response: No loading areas are proposed.

2. To the greatest extent possible, separate vehicle and pedestrian traffic.

Response: As shown on Sheet A2.0 (Site Plan), two of the three pedestrian accessways are separated from vehicle traffic, and the accessway through the parking area is raised and marked for pedestrian safety.

- B. Parking and loading or delivery areas shall be landscaped to minimize the visual dominance of the parking or loading area, as follows:
 1. Landscaping of at least ten percent (10%) of the parking area designed to be screened from view from the public right-of-way and adjacent properties. This landscaping shall be considered to be part of the fifteen percent (15%) total landscaping required in Section 4.176.03 for the site development.

Response: As shown on Sheet L3.1 (Landscape Plan), the parking area is 14,650 square feet, requiring 1,465 square feet of interior parking lot landscaping to meet this standard. Interior parking lot landscaping accounts for 3,071 square feet (21%). The remainder of the site contains another approximately 12,000 square feet of landscaping, well exceeding requirements and surrounding and screening the parking area.

2. Landscape tree planting areas shall be a minimum of eight (8) feet in width and length and spaced every eight (8) parking spaces or an equivalent aggregated amount.
 - a. Trees shall be planted in a ratio of one (1) tree per eight (8) parking spaces or fraction thereof, except in parking areas of more than two hundred (200) spaces where a ratio of one (1) tree per six (six) spaces shall be applied as noted in subsection



(.03)(B.)(3.). A landscape design that includes trees planted in areas based on an aggregated number of parking spaces must provide all area calculations.

- b. Except for trees planted for screening, all deciduous interior parking lot trees must be suitably sized, located, and maintained to provide a branching minimum of seven (7) feet clearance at maturity.

Response: As shown on Sheet L3.1 (Landscape Plan), the 32-space parking area requires at least 4 ($32/8 = 4$) trees, and 11 trees are provided. The Landscape Plan also provides planting details and specifications to ensure crown separation and thriving of trees.

3. Due to their large amount of impervious surface, new development with parking areas of more than two hundred (200) spaces that are located in any zone, and that may be viewed from the public right of way, shall be landscaped to the following additional standards: [...]

Response: The proposed parking area is 32 spaces; this standard is not applicable.

- C. Off Street Parking shall be designed for safe and convenient access that meets ADA and ODOT standards. All parking areas which contain ten (10) or more parking spaces, shall for every fifty (50) standard spaces., provide one ADA-accessible parking space that is constructed to building code standards, Wilsonville Code 9.000.

Response: One ADA-accessible parking space is required for the proposed 32 spaces. As shown on Sheet A2.0 (Site Plan), two ADA-accessible spaces are provided.

- D. Where possible, parking areas shall be designed to connect with parking areas on adjacent sites so as to eliminate the necessity for any mode of travel of utilizing the public street for multiple accesses or cross movements. In addition, on-site parking shall be designed for efficient on-site circulation and parking.

Response: The Town Center Master Plan contains internal access streets, allowing for movement of interior traffic to avoid using public streets. Access to and from the subject site is to internal access streets. No direct access is proposed to public streets.



- E. In all multi-family dwelling developments, there shall be sufficient areas established to provide for parking and storage of motorcycles, mopeds and bicycles. Such areas shall be clearly defined and reserved for the exclusive use of these vehicles.

Response: No residential is proposed. Not applicable.

- F. On-street parking spaces, directly adjoining the frontage of and on the same side of the street as the subject property, may be counted towards meeting the minimum off-street parking standards.

Response: No on-street parking spaces are available or proposed to meet parking standards.

- G. Tables 5 shall be used to determine the minimum and maximum parking standards for various land uses. The minimum number of required parking spaces shown on Tables 5 shall be determined by rounding to the nearest whole parking space. For example, a use containing 500 square feet, in an area where the standard is one space for each 400 square feet of floor area, is required to provide one off-street parking space. If the same use contained more than 600 square feet, a second parking space would be required. Structured parking and on-street parking are exempted from the parking maximums in Table 5. [Amended by Ordinance No. 538, 2/21/02.]

TABLE 5: PARKING STANDARDS			
USE	PARKING MINIMUMS	PARKING MAXIMUMS	BICYCLE MINIMUMS
e. Commercial			
6. Medical and dental office or clinic area	3.9 per 1000 sq. ft.	5.9 per 1000 sq. ft.	1 per 5000 sq. ft. Min. of 2

Response: The proposed medical office use requires a minimum of 3.9 spaces per 1,000 square feet of building area, and a maximum of 5.9 spaces per 1,000 square



feet. As shown on Sheet A2.0, the proposed building is 7,722 square feet, requiring a minimum of 30 spaces and a maximum of 45 spaces. The proposed parking area accommodates 32 spaces, meeting this standard.

H. Electrical Vehicle Charging Stations:

1. Parking spaces designed to accommodate and provide one or more electric vehicle charging stations on site may be counted towards meeting the minimum off-street parking standards.
2. Modification of existing parking spaces to accommodate electric vehicle charging stations on site is allowed outright.

Response: No electrical vehicle parking spaces are proposed.

I. Motorcycle parking:

1. Motorcycle parking may substitute for up to 5 spaces or 5 percent of required automobile parking, whichever is less. For every 4 motorcycle parking spaces provided, the automobile parking requirement is reduced by one space.
2. Each motorcycle space must be at least 4 feet wide and 8 feet deep. Existing parking may be converted to take advantage of this provision.

[Amended by Ord. #719, 6/17/13]

Response: No motorcycle parking spaces are proposed.

(.04) Bicycle Parking:

A. Required Bicycle Parking - General Provisions.

1. The required minimum number of bicycle parking spaces for each use category is shown in Table 5, Parking Standards.

Response: Medical Office uses require one bicycle parking space per 5,000 square feet, or a minimum of two bicycle parking spaces. Two bicycle parking spaces are required for the proposed 7,722 square foot building. As shown on Sheet A2.0 (Site Plan), four bicycle parking spaces are provided.



2. Bicycle parking spaces are not required for accessory buildings. If a primary use is listed in Table 5, bicycle parking is not required for the accessory use.
3. When there are two or more primary uses on a site, the required bicycle parking for the site is the sum of the required bicycle parking for the individual primary uses.

Response: No accessory buildings are proposed. Only one use is proposed for the site.

4. Bicycle parking space requirements may be waived by the Development Review Board per Section 4.118(.03)(A.)(9.) and (10.).

Response: No waiver is requested for bicycle parking, as the proposal meets parking requirements.

B. Standards for Required Bicycle Parking

1. Each space must be at least 2 feet by 6 feet in area and be accessible without moving another bicycle.
2. An aisle at least 5 feet wide shall be maintained behind all required bicycle parking to allow room for bicycle maneuvering. Where the bicycle parking is adjacent to a sidewalk, the maneuvering area may extend into the right-of-way.
3. When bicycle parking is provided in racks, there must be enough space between the rack and any obstructions to use the space properly.
4. Bicycle lockers or racks, when provided, shall be securely anchored.
5. Bicycle parking shall be located within 30 feet of the main entrance to the building or inside a building, in a location that is easily accessible for bicycles. For multi-tenant developments, with multiple business entrances, bicycle parking may be distributed on-site among more than one main entrance.

Response: Please see Sheet A2.0 (Site Plan) and Sheet A5.2 (Elevations), showing bicycle parking area dimensions and details. Bicycle parking spaces are at least 2'6" in width, 7'8" in length, with over 6 feet of maneuvering space behind each space. Bicycle racks as shown are proposed to be anchored to the pavement.



Bicycle parking is proposed to be located approximately 10 feet from the main building entrance.

C. Long-term Bicycle Parking

1. Long-term bicycle parking provides employees, students, residents, commuters, and others who generally stay at a site for several hours a weather-protected place to park bicycles.
2. For a proposed multi-family residential, retail, office, or institutional development, or for a park and ride or transit center, where six (6) or more bicycle parking spaces are required pursuant to Table 5, 50% of the bicycle parking shall be developed as long-term, secure spaces. Required long-term bicycle parking shall meet the following standards: [...]

Response: No long-term bicycle parking spaces are required or proposed.

(.05) Minimum Off-Street Loading Requirements:

- A. Every building that is erected or structurally altered to increase the floor area, and which will require the receipt or distribution of materials or merchandise by truck or similar vehicle, shall provide off-street loading berths on the basis of minimum requirements as follows:
 1. Commercial, industrial, and public utility uses which have a gross floor area of 5,000 square feet or more, shall provide truck loading or unloading berths in accordance with the following tables:

Square feet of Floor Area	Number of Berths Required
Less than 5,000	0
5,000 - 30,000	1
30,000 - 100,000	2
100,000 and over	3

2. Restaurants, office buildings, hotels, motels, hospitals and institutions, schools and colleges, public buildings, recreation or entertainment facilities, and any similar use which has a gross floor area of 30,000 square feet or more, shall provide off-street truck loading or unloading berths in accordance with the following table:



Square feet of Floor Area	Number of Berths Required
Less than 30,000	0
30,000 - 100,000	1
100,000 and over	2

Response: The proposed medical office building is 7,722 square feet. No loading berths are required or proposed.

(.06) Carpool and Vanpool Parking Requirements:

- A. Carpool and vanpool parking spaces shall be identified for the following uses:
1. New commercial and industrial developments with seventy-five (75) or more parking spaces,
 2. New institutional or public assembly uses, and
 3. Transit park-and-ride facilities with fifty (50) or more parking spaces.

Response: With a proposed 32 parking spaces, no carpool or vanpool parking spaces are required.

- (.07) Parking Area Redevelopment. The number of parking spaces may be reduced by up to 10% of the minimum required parking spaces for that use when a portion of the existing parking area is modified to accommodate or provide transit-related amenities such as transit stops, pull-outs, shelters, and park and ride stations.

Response: No redevelopment is proposed.



Section 4.177. Street Improvement Standards.

This section contains the City's requirements and standards for pedestrian, bicycle, and transit facility improvements to public streets, or within public easements. The purpose of this section is to ensure that development, including redevelopment, provides transportation facilities that are safe, convenient, and adequate in rough proportion to their impacts.

- (.01) Development and related public facility improvements shall comply with the standards in this section, the Wilsonville Public Works Standards, and the Transportation System Plan, in rough proportion to the potential impacts of the development. Such improvements shall be constructed at the time of development or as provided by Section 4.140, except as modified or waived by the City Engineer for reasons of safety or traffic operations.

Response: Please see Discussion Items #4 and #5 earlier in this narrative. The Town Center Master Plan public and private street system, blocks, and related infrastructure were approved and developed through previous land use actions, each with accompanying transportation studies and analysis. Town Center Loop West requires no further dedication or improvements within the right-of-way, consistent with previous land use approvals and City Engineer comments. As shown on Exhibit B (Site Survey), the subject site has developed sidewalks on all sides.

As indicated in Exhibit F (TIS), the proposed medical office development *reduces* impacts below levels already approved for fast food development in previous application processes, by over 50%. Transportation improvements have already been required for a higher level of impacts, therefore additional transportation improvements are not merited for this application.

Nonetheless, the City has required this project to develop additional transportation improvements, as well as provide a clear vision easement across approximately 15% of the site. These improvements and clear vision area are shown on Sheet A2.0 Site Plan.



Section 4.176. Landscaping, Screening, and Buffering.

C. General Landscaping Standard.

1. Intent. The General Landscaping Standard is a landscape treatment for areas that are generally open. It is intended to be applied in situations where distance is used as the principal means of separating uses or developments and landscaping is required to enhance the intervening space. Landscaping may include a mixture of ground cover, evergreen and deciduous shrubs, and coniferous and deciduous trees.
2. Required materials. Shrubs and trees, other than street trees, may be grouped. Ground cover plants must fully cover the remainder of the landscaped area (see Figure 21: General Landscaping). The General Landscaping Standard has two different requirements for trees and shrubs:
 - a. Where the landscaped area is less than 30 feet deep, one tree is required for every 30 linear feet.
 - b. Where the landscaped area is 30 feet deep or greater, one tree is required for every 800 square feet and two high shrubs or three low shrubs are required for every 400 square feet.

D. Low Screen Landscaping Standard.

1. Intent. The Low Screen Landscaping Standard is a landscape treatment that uses a combination of distance and low screening to separate uses or developments. It is intended to be applied in situations where low screening is adequate to soften the impact of one use or development on another, or where visibility between areas is more important than a total visual screen. The Low Screen Landscaping Standard is usually applied along street lot lines or in the area separating parking lots from street rights-of-way.
2. Required materials. The Low Screen Landscaping Standard requires sufficient low shrubs to form a continuous screen three (3) feet high and 95% opaque, year-round. In addition, one tree is required for every 30 linear feet of landscaped area, or as otherwise required to provide a tree canopy over the landscaped area. Ground cover plants must fully cover the remainder of the landscaped area. A three (3) foot high masonry wall or a berm may be substituted for the shrubs, but the trees and ground cover plants are still required. When applied along street lot lines, the screen or wall is to be placed along



the interior side of the landscaped area. (See Figure 22: Low Screen Landscaping).

Response: Please see Sheet L3.1 (Planting Plan). The Planting Plan was developed to implement Wilsonville's landscaping standards and integrates general and low screen landscaping throughout the site, consistent with professional landscaping and design best practices.

E. High Screen Landscaping Standard.

1. Intent. The High Screen Landscaping Standard is a landscape treatment that relies primarily on screening to separate uses or developments. It is intended to be applied in situations where visual separation is required.
2. Required materials. The High Screen Landscaping Standard requires sufficient high shrubs to form a continuous screen at least six (6) feet high and 95% opaque, year-round. In addition, one tree is required for every 30 linear feet of landscaped area, or as otherwise required to provide a tree canopy over the landscaped area. Ground cover plants must fully cover the remainder of the landscaped area. A six (6) foot high masonry wall or a berm may be substituted for the shrubs, but the trees and ground cover plants are still required. When applied along street lot lines, the screen or wall is to be placed along the interior side of the landscaped area. (See Figure 23: High Screen Landscaping).

Response: Sheet L3.1 (Landscaping Plan) shows high screen landscaping proposed to screen the trash / recycling storage area.

F. High Wall Standard.

1. Intent. The High Wall Standard is intended to be applied in situations where extensive screening to reduce both visual and noise impacts is needed to protect abutting uses or developments from one-another. This screening is most important where either, or both, of the abutting uses or developments can be expected to be particularly sensitive to noise or visual impacts, or where there is little space for physical separation.
2. Required materials. The High Wall Standard requires a masonry wall at least six (6) feet high along the interior side of the landscaped area



(see Figure 24: High Wall Landscaping). In addition, one tree is required for every 30 linear feet of wall, or as otherwise required to provide a tree canopy over the landscaped area. Ground cover plants must fully cover the remainder of the landscaped area.

Response: The proposed trash/recycling storage area is screened by a 6' masonry wall, as detailed on Sheet A5.2 (Elevations).

- G. High Berm Standard.
- H. Partially Sight-Obscuring Fence Standard.
- I. Fully Sight-Obscuring Fence Standard.

Response: No berm or fencing is proposed.

(.03) Landscape Area. Not less than fifteen percent (15%) of the total lot area, shall be landscaped with vegetative plant materials. The ten percent (10%) parking area landscaping required by section 4.155.03(B)(1) is included in the fifteen percent (15%) total lot landscaping requirement. Landscaping shall be located in at least three separate and distinct areas of the lot, one of which must be in the contiguous frontage area. Planting areas shall be encouraged adjacent to structures. Landscaping shall be used to define, soften or screen the appearance of buildings and off-street parking areas. Materials to be installed shall achieve a balance between various plant forms, textures, and heights. The installation of native plant materials shall be used whenever practicable. (For recommendations refer to the Native Plant List maintained by the City of Wilsonville). [Amended by Ord. # 674 11/16/09]

Response: As shown on Sheet L3.1, the subject site is 57,543 square feet in area, requiring 8,631 square feet of landscaping to meet the 15% landscaping requirement. Proposed non-turf landscaping totals 10,141 square feet, or 18% of the site. Landscaping is provided in a tight ring around the proposed building, surrounding the parking area, within the parking area, screening the trash/recycling storage area, and around the proposed rain gardens. Trees are proposed to ring the entire site, including 13 new street trees along the Town Center Loop West frontage. Proposed landscaping is a mix of native and non-native vegetation, determined to be most suitable for the site by Laurel Macdonald,



ASLA.¹ Sheet L3.1 proposes planting 12 species of trees, 11 species of shrubs, 8 species of ground covers and perennials, and 3 species of grasses.

- (.04) Buffering and Screening. Additional to the standards of this subsection, the requirements of the Section 4.137.5 (Screening and Buffering Overlay Zone) shall also be applied, where applicable.
- A. All intensive or higher density developments shall be screened and buffered from less intense or lower density developments.
 - B. Activity areas on commercial and industrial sites shall be buffered and screened from adjacent residential areas. Multi-family developments shall be screened and buffered from single-family areas.

Response: The site is bordered on every side by the same PDC-TC zone, with comparable commercial and office uses and parking areas in every direction. No residential uses are adjacent to the site. No screening or buffering from adjacent development is warranted.

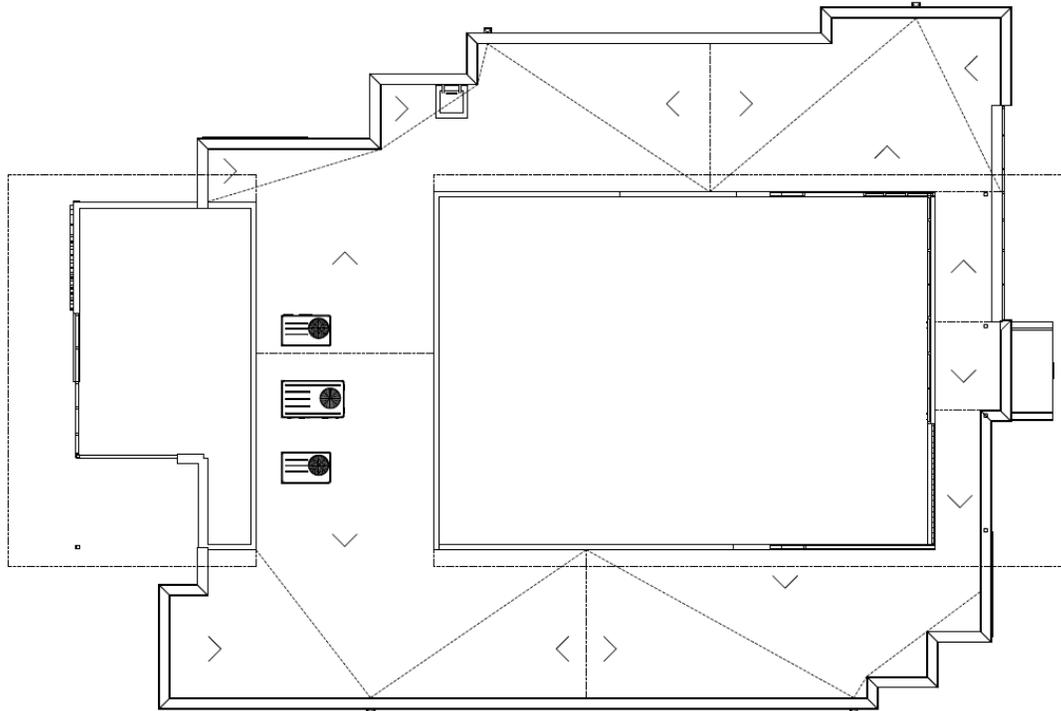
- C. All exterior, roof and ground mounted, mechanical and utility equipment shall be screened from ground level off-site view from adjacent streets or properties.

Response: As shown on Sheets A5.1 and A5.2 (Elevations), roof-mounted equipment (AHU) is completely screened by the elevating roof structure from east and west. As shown on Figure 5 below, the AHUs are clustered in a central location, at least 20' inward from both north and south roof edges. This allows the roof structure to block visibility from northwest, southwest, northeast, and southeast, as well as from ground level adjacent to the building from both north and south. However, from a distance, a direct north or south view of the building could show the AHUs. As shown on Sheet L3.1, large trees proposed north and south of the building will screen views of the roof from those directions.

¹ Skylar Flood, ASLA contacted City Planner Charles Tso on February 20, 2018 to confirm that native plant pallets are not necessary, and the primary concern is the proposed plants are adaptive and will survive in Wilsonville's climate.



Figure 5: Roof Plan



- D. All outdoor storage areas shall be screened from public view, unless visible storage has been approved for the site by the Development Review Board or Planning Director acting on a development permit.

Response: As shown on Sheets L3.1 (Planting Plan) and A5.2 (Elevations), the trash/recycling enclosure is surrounded by a 6-foot masonry wall, immediately screened to the south and west by a tight hedge of Slender Hinoki Cypress, screened from Town Center Loop West by the building itself, and additionally screened in all directions by planned tree plantings.

- E. In all cases other than for industrial uses in industrial zones, landscaping shall be designed to screen loading areas and docks, and truck parking.

Response: No loading area is required or proposed.

- F. In any zone any fence over six (6) feet high measured from soil surface at the outside of fenceline shall require Development Review Board approval.

Response: No fence is proposed.

- (.05) Sight-Obscuring Fence or Planting. The use for which a sight-obscuring fence or planting is required shall not begin operation until the fence or planting is erected or in place and approved by the City. A temporary occupancy permit may be issued upon a posting of a bond or other security equal to one hundred ten percent (110%) of the cost of such fence or planting and its installation. (See Sections 4.400 to 4.470 for additional requirements.)

Response: The proposed medical office use is highly compatible with the area and does not require a sight-obscuring fence or planting.

- (.06) Plant Materials.
 - A. Shrubs and Ground Cover. All required ground cover plants and shrubs must be of sufficient size and number to meet these standards within three (3) years of planting. Non-horticultural plastic sheeting or other impermeable surface shall not be placed under mulch. Native topsoil shall be preserved and reused to the extent feasible. Surface mulch or bark dust are to be fully raked into soil of appropriate depth, sufficient to control erosion, and are confined to areas around plantings. Areas exhibiting only surface mulch, compost or barkdust are not to be used as substitutes for plant areas. [Amended by Ord. # 674 11/16/09]
 - 1. Shrubs. All shrubs shall be well branched and typical of their type as described in current AAN Standards and shall be equal to or better than 2-gallon containers and 10" to 12" spread.
 - 2. Ground cover. Shall be equal to or better than the following depending on the type of plant materials used: gallon containers spaced at 4 feet on center minimum, 4" pot spaced 2 feet on center minimum, 2-1/4" pots spaced at 18 inch on center minimum. No bare root planting shall be permitted. Ground cover shall be sufficient to cover at least 80% of the bare soil in required landscape areas within three (3) years of planting. Where wildflower seeds are designated for use as a ground cover, the City may require annual re-seeding as necessary.



3. Turf or lawn in non-residential developments. Shall not be used to cover more than ten percent (10%) of the landscaped area, unless specifically approved based on a finding that, due to site conditions and availability of water, a larger percentage of turf or lawn area is appropriate. Use of lawn fertilizer shall be discouraged. Irrigation drainage runoff from lawns shall be retained within lawn areas.
4. Plant materials under trees or large shrubs. Appropriate plant materials shall be installed beneath the canopies of trees and large shrubs to avoid the appearance of bare ground in those locations.
5. Integrate compost-amended topsoil in all areas to be landscaped, including lawns, to help detain runoff, reduce irrigation and fertilizer needs, and create a sustainable, low-maintenance landscape. [Added by Ord. # 674 11/16/09]

Response: The proposed landscape plan was prepared by a registered Landscape Architect (Laurel Macdonald, ASLA).

As shown on Sheet L3.1 (Planting Plan), proposed shrubs will be hand-selected by a landscape architect. All shrubs are shown to be at least 2-gallon containers and at least 15" spread.

Ground covers are described on Sheet L3.1. To achieve appropriate ground cover and avoid the appearance of bare ground, proposed ground cover is spaced consistent with species requirements, as designed by the Landscape Architect.

Existing Sod Lawn is maintained on some portions of the site, as shown on Sheet L3.1. However, this lawn is not proposed to meet any landscape requirements.

- B. Trees. All trees shall be well-branched and typical of their type as described in current American Association of Nurserymen (AAN) Standards and shall be balled and burlapped. The trees shall be grouped as follows:
 1. Primary trees which define, outline or enclose major spaces, such as Oak, Maple, Linden, and Seedless Ash, shall be a minimum of 2" caliper.
 2. Secondary trees which define, outline or enclose interior areas, such as Columnar Red Maple, Flowering Pear, Flame Ash, and Honeylocust, shall be a minimum of 1-3/4" to 2" caliper.



3. Accent trees which, are used to add color, variation and accent to architectural features, such as Flowering Pear and Kousa Dogwood, shall be 1-3/4" minimum caliper.
4. Large conifer trees such as Douglas–Fir or Deodar Cedar shall be installed at a minimum height of eight (8) feet.
5. Medium-sized conifers such as Shore Pine, Western Red Cedar or Mountain Hemlock shall be installed at a minimum height of five to six (5 to 6) feet.

Response: Proposed trees are as shown on Sheet L3.1 (Planting Plan). All proposed trees are at least 2" caliper or 5' in height, as appropriate.

- C. Where a proposed development includes buildings larger than twenty-four (24) feet in height or greater than 50,000 square feet in footprint area, the Development Review Board may require larger or more mature plant materials: [...]

Response: The proposed building is 19'8" in height, and 7,722 square feet.

- D. Street Trees. In order to provide a diversity of species, the Development Review Board may require a mix of street trees throughout a development. Unless the Board waives the requirement for reasons supported by a finding in the record, different types of street trees shall be required for adjoining blocks in a development.
 1. All trees shall be standard base grafted, well branched and typical of their type as described in current AAN Standards and shall be balled and burlapped (b&b). Street trees shall be planted at sizes in accordance with the following standards:
 - a. Arterial streets - 3" minimum caliper
 - b. Collector streets - 2" minimum caliper.
 - c. Local streets or residential private access drives - 1-3/4" minimum caliper. [Amended by Ord. 682, 9/9/10]
 - d. Accent or median tree -1-3/4" minimum caliper.
 2. The following trees and varieties thereof are considered satisfactory street trees in most circumstances; however, other varieties and species are encouraged and will be considered:



- a. Trees over 50 feet mature height: Quercus garryana (Native Oregon White Oak), Quercus rubra borealis (Red Oak), Acer Macrophyllum (Native Big Leaf Maple), Acer nigrum (Green Column Black Maple), Fraxinus americanus (White Ash), Fraxinus pennsylvannica 'Marshall' (Marshall Seedless Green Ash), Quercus coccinea (Scarlet Oak), Quercus pulustris (Pin-Oak), Tilia americana (American Linden).
- b. Trees under 50 feet mature height: Acer rubrum (Red Sunset Maple), Cornus nuttallii (Native Pacific Dogwood), Gleditsia triacanthos (Honey Locust), Pyrus calleryana 'Bradford' (Bradford Pear), Tilia cordata (Little Leaf Linden), Fraxinus oxycarpa (Flame Ash).
- c. Other street tree species. Other species may be specified for use in certain situations. For instance, evergreen species may be specified where year-round color is desirable and no adverse effect on solar access is anticipated. Water-loving species may be specified in low locations where wet soil conditions are anticipated.

[Section 4.176(.06)(D.) amended by Ordinance No. 538, 2/21/02.]

Response: No street trees exist adjacent to the southwest of the site. Street trees to the east of the site are Summit Green Ash. Proposed street trees are Armstrong Maple, of 3” caliper, as shown on Sheet L3.1.

E. Types of Plant Species.

- 1. Existing landscaping or native vegetation may be used to meet these standards, if protected and maintained during the construction phase of the development and if the plant species do not include any that have been listed by the City as prohibited. The existing native and non-native vegetation to be incorporated into the landscaping shall be identified.
- 2. Selection of plant materials. Landscape materials shall be selected and sited to produce hardy and drought-tolerant landscaping. Selection shall be based on soil characteristics, maintenance requirements, exposure to sun and wind, slope and contours of the site, and compatibility with other vegetation that will remain on the site. Suggested species lists for street trees, shrubs and groundcovers shall be provided by the City of Wilsonville.



3. Prohibited plant materials. The City may establish a list of plants that are prohibited in landscaped areas. Plants may be prohibited because they are potentially damaging to sidewalks, roads, underground utilities, drainage improvements, or foundations, or because they are known to be invasive to native vegetation.

[Section 4.176(.06)(E.) amended by Ordinance No. 538, 2/21/02.]

Response: The Planting Plan (Sheet L3.1) was developed by a registered Landscape Architect and describes existing and proposed plant species in detail. The proposed diverse mix of plant species are hardy and professionally chosen to thrive on the subject site, and in relationship to each other.

F. Tree Credit. [...]

Response: The site has been cleared and no trees currently exist on site.

- G. Exceeding Standards. Landscape materials that exceed the minimum standards of this Section are encouraged, provided that height and vision clearance requirements are met. [Amended by Ordinance No. 538, 2/21/02.]

Response: Proposed landscaping totals about 18% of the site, with an additional 9% of the site remaining in existing Sod Lawn. A clear vision area is shown on Sheet L3.1 (Landscaping Plan); proposed plantings within this area are low shrubs and grasses, with a height maintenance of 30” per Note 11.

- H. Compliance with Standards. The burden of proof is on the applicant to show that proposed landscaping materials will comply with the purposes and standards of this Section.[Amended by Ordinance No. 538, 2/21/02.]

Response: Sheet L3.1 was prepared by a registered Landscape Architect and is professionally designed to meet or exceed the purposes and standards of this section.

(.07) Installation and Maintenance.

- A. Installation. Plant materials shall be installed to current industry standards and shall be properly staked to assure survival. Support devices (guy wires, etc.) shall not be allowed to interfere with normal pedestrian or vehicular movement.



Response: Installation details are provided on Sheet L3.1 and are designed by a professional Landscape Architect to assure survival.

- B. Maintenance. Maintenance of landscaped areas is the on-going responsibility of the property owner. Any landscaping installed to meet the requirements of this Code, or any condition of approval established by a City decision-making body acting on an application, shall be continuously maintained in a healthy, vital and acceptable manner. Plants that die are to be replaced in kind, within one growing season, unless appropriate substitute species are approved by the City. Failure to maintain landscaping as required in this Section shall constitute a violation of this Code for which appropriate legal remedies, including the revocation of any applicable land development permits, may result.

Response: Applicant expects a condition of approval for this requirement.

- C. Irrigation. The intent of this standard is to assure that plants will survive the critical establishment period when they are most vulnerable due to a lack of watering and also to assure that water is not wasted through unnecessary or inefficient irrigation. Approved irrigation system plans shall specify one of the following:
1. A permanent, built-in, irrigation system with an automatic controller. Either a spray or drip irrigation system, or a combination of the two, may be specified.
 2. A permanent or temporary system designed by a landscape architect licensed to practice in the State of Oregon, sufficient to assure that the plants will become established and drought-tolerant.
 3. Other irrigation system specified by a licensed professional in the field of landscape architecture or irrigation system design.
 4. A temporary permit issued for a period of one year, after which an inspection shall be conducted to assure that the plants have become established. Any plants that have died, or that appear to the Planning Director to not be thriving, shall be appropriately replaced within one growing season. An inspection fee and a maintenance bond or other security sufficient to cover all costs of replacing the plant materials shall be provided, to the satisfaction of the Community Development Director. Additionally, the applicant shall provide the City with a



written license or easement to enter the property and cause any failing plant materials to be replaced.

Response: Irrigation notes are provided on Sheet L3.1. Applicant proposes a fully automatic sprinkler irrigation system to provide efficient water distribution by water usage zone.

- D. Protection. All required landscape areas, including all trees and shrubs, shall be protected from potential damage by conflicting uses or activities including vehicle parking and the storage of materials.

Response: No vehicle parking or materials storage is proposed within landscaped areas.

- (.08) Landscaping on Corner Lots. All landscaping on corner lots shall meet the vision clearance standards of Section 4.177. If high screening would ordinarily be required by this Code, low screening shall be substituted within vision clearance areas. Taller screening may be required outside of the vision clearance area to mitigate for the reduced height within it.

Response: As shown on Sheet L3.1, corners are proposed to retain existing Sod lawn, and landscaping near corners consists of low shrubs.

- (.09) Landscape Plans. Landscape plans shall be submitted showing all existing and proposed landscape areas. Plans must be drawn to scale and show the type, installation size, number and placement of materials. Plans shall include a plant material list. Plants are to be identified by both their scientific and common names. The condition of any existing plants and the proposed method of irrigation are also to be indicated. Landscape plans shall divide all landscape areas into the following categories based on projected water consumption for irrigation:
 - A. High water usage areas (+/- two (2) inches per week): small convoluted lawns, lawns under existing trees, annual and perennial flower beds, and temperamental shrubs;
 - B. Moderate water usage areas (+/- one (1) inch per week): large lawn areas, average water-using shrubs, and trees;



- C. Low water usage areas (Less than one (1) inch per week, or gallons per hour): seeded fieldgrass, swales, native plantings, drought-tolerant shrubs, and ornamental grasses or drip irrigated areas.
- D. Interim or unique water usage areas: areas with temporary seeding, aquatic plants, erosion control areas, areas with temporary irrigation systems, and areas with special water-saving features or water harvesting irrigation capabilities.

These categories shall be noted in general on the plan and on the plant material list.

Response: Please see Sheet L3.1; water use is indicated on the Legend by planting type.

- (.10) Completion of Landscaping. The installation of plant materials may be deferred for a period of time specified by the Board or Planning Director acting on an application, in order to avoid hot summer or cold winter periods, or in response to water shortages. In these cases, a temporary permit shall be issued, following the same procedures specified in subsection (.07)(C)(3), above, regarding temporary irrigation systems. No final Certificate of Occupancy shall be granted until an adequate bond or other security is posted for the completion of the landscaping, and the City is given written authorization to enter the property and install the required landscaping, in the event that the required landscaping has not been installed. The form of such written authorization shall be submitted to the City Attorney for review.

Response: Noted.

- (.11) Street Trees Not Typically Part of Site Landscaping. Street trees are not subject to the requirements of this Section and are not counted toward the required standards of this Section. Except, however, that the Development Review Board may, by granting a waiver or variance, allow for special landscaping within the right-of-way to compensate for a lack of appropriate on-site locations for landscaping. See subsection (.06), above, regarding street trees.

Response: No waiver or variance is requested.



- (.12) Mitigation and Restoration Plantings. A mitigation plan is to be approved by the City's Development Review Board before the destruction, damage, or removal of any existing native plants. Plantings intended to mitigate the loss of native vegetation are subject to the following standards. Where these standards conflict with other requirements of this Code, the standards of this Section shall take precedence. The desired effect of this section is to preserve existing native vegetation.

Response: The site is cleared, and no native plant species are growing on site.



Section 4.179. Mixed Solid Waste and Recyclables Storage in New Multi-Unit Residential and Non-Residential Buildings.

- (.01) All site plans for multi-unit residential and non-residential buildings submitted to the Wilsonville Development Review Board for approval shall include adequate storage space for mixed solid waste and source separated recyclables. [Amended by Ordinance No. 538, 2/21/02.]

Response: Applicant has coordinated closely with Republic Services to ensure appropriate capacity and design of the proposed solid waste and recycling storage area. Please see Exhibit G.

- (.02) The floor area of an interior or exterior storage area shall be excluded from the calculation of building floor area for purposes of determining minimum storage requirements.

Response: Building floor area is as shown on Sheet A2.0 (Site Plan): 7,722 square feet.

- (.03) The storage area requirement shall be based on the predominant use(s) of the building. If a building has more than one of the uses listed herein and that use occupies 20 percent or less of the floor area of the building, the floor area occupied by that use shall be counted toward the floor area of the predominant use(s). If a building has more than one of the uses listed herein and that use occupies more than 20 percent of the floor area of the building, then the storage area requirement for the whole building shall be the sum of the requirement for the area of each use.
- (.04) Storage areas for multiple uses on a single site may be combined and shared.

Response: Only one use is proposed: medical office.

- (.05) The specific requirements are based on an assumed storage height of four feet for solid waste/recyclables. Vertical storage higher than four feet but no higher than seven feet may be used to accommodate the same volume of storage in a reduced floor space. Where vertical or stacked storage is proposed, the site plan shall include drawings to illustrate the layout of the storage area and dimensions for the containers.



Response: This proposal does not include vertical storage for solid waste / recyclables.

- (.06) The specific requirements for storage area are as follows:
- A. Multi-unit residential buildings containing five-ten units shall provide a minimum storage area of 50 square feet. Buildings containing more than ten residential units shall provide an additional five square feet per unit for each unit above ten.
 - B. Non-residential buildings shall provide a minimum storage area of ten square feet, plus:
 - 1. Office: Four square feet per 1,000 square feet gross floor area (GFA);
 - 2. Retail: Ten square feet per 1,000 square feet GFA;
 - 3. Wholesale / Warehouse / Manufacturing: Six square feet per 1,000 square feet GFA; and
 - 4. Other: Four square feet per 1,000 square feet GFA.

Response: The proposed medical office building is 7,722 square feet, as shown on Sheet A2.0. Applying a ratio of 4 square feet per 1,000 square feet of building area results in a requirement of 41 (10 + 31) square feet of storage area. The proposed storage area is shown on Sheet A2.0 (Site Plan) and is 240 square feet in size, meeting this requirement.

- (.07) The applicant shall work with the City's franchised garbage hauler to ensure that site plans provide adequate access for the hauler's equipment and that storage area is adequate for the anticipated volumes, level of service and any other special circumstances which may result in the storage area exceeding its capacity. The hauler shall notify the City by letter of their review of site plans and make recommendations for changes in those plans pursuant to the other provisions of this section.

Response: Exhibit G is a letter from Republic Services indicating coordination with the franchised hauler, and that the proposed storage area and site plan meets Republic Services requirements.



Section 4.199 OUTDOOR LIGHTING

Section 4.199.30. Lighting Overlay Zones.

- (.01) The designated Lighting Zone as indicated on the Lighting Overlay Zone Map for a commercial, industrial, multi-family or public facility parcel or project shall determine the limitations for lighting systems and fixtures as specified in this Ordinance.
 - A. Property may contain more than one lighting zone depending on site conditions and natural resource characteristics.
- (.02) The Lighting Zones shall be:
 - C. LZ 3. Medium to high-density suburban neighborhoods and districts, major shopping and commercial districts as depicted on the Lighting Overlay Zone Map.

Response: As shown on the City’s Lighting Overlay Zone Map, the subject site is within LZ 3.

Table 7: Maximum Wattage And Required Shielding				
Lighting Zone	Fully Shielded	Shielded	Partly Shielded	Unshielded
LZ 3	250	100	70	Landscape and facade lighting 100 watts or less; ornamental lighting on private drives of 39 watts and less

[Table 7 amended by Ord. 682, 9/9/10; Ord. 688, 11/15/10]

Table 8: Maximum Lighting Mounting Height In Feet			
Lighting Zone	Lighting for private drives, driveways, parking, bus stops and other transit facilities	Lighting for walkways, bikeways, plazas and other pedestrian areas	All other lighting
LZ 3	40	18	16

Lighting mounted onto buildings or other structures shall not exceed a mounting height greater than 4 feet higher than the tallest part of the building or structure at the place where the lighting is installed, nor higher than 33.33 percent of the horizontal distance of the light from the nearest property line, whichever is less.

[Table amended by Ord. 682, 9/9/10]



Table 9: Performance Method			
Lighting Zone	Maximum percentage of direct upright lumens	Maximum Light Level at Property Line	
		Horizontal plane at grade (foot candles - fc)	Vertical plane facing the site in question, from grade to mounting height of highest mounted luminaire (foot candles – fc)
LZ 3	10%	0.4 fc	0.8 fc

Table 10: Curfew	
Lighting Zone	Curfew Time
LZ 3	Midnight (2400 hours)
LZ 4	

Section 4.199.40. Lighting Systems Standards for Approval.

(.01) Non-Residential Uses and Common Residential Areas.

- A. All outdoor lighting shall comply with either the Prescriptive Option or the Performance Option below.
- B. Prescriptive Option. If the lighting is to comply with this Prescriptive Option, the installed lighting shall meet all of the following requirements according to the designated Lighting Zone.
 - 1. The maximum luminaire lamp wattage and shielding shall comply with Table 7.

Response: Please see Sheets SD 1.1 (Lighting Plan), A6.0 (Exterior Lighting), and Exhibit D (Lighting Cut Sheets). Parking lot lighting is proposed to be “shielded” and 89 watts, consistent with the 100-watt standard for “shielded” lighting.

- 2. Except for those exemptions listed in Section 4.199.20(.02), the exterior lighting for the site shall comply with the *Oregon Energy Efficiency Specialty Code, Exterior Lighting*.



Response: Energy code calculations are included in Exhibit D (Lighting Cut Sheets).

3. The maximum pole or mounting height shall be consistent with Table 8.

Response: As shown on Sheet SD 1.1 (Lighting Plan), proposed parking area lights are 23' in height, well within the 40' lighting height maximum for parking areas.

4. Each luminaire shall be set back from all property lines at least 3 times the mounting height of the luminaire:
 - a. Exception 1: If the subject property abuts a property with the same base and lighting zone, no setback from the common lot lines is required.

Response: The subject site and all surrounding properties are the same Lighting Zone 3; therefore no setback is required.

Section 4.199.50. Submittal Requirements.

- (.01) Applicants shall submit the following information as part of DRB review or administrative review of new commercial, industrial, multi-family or public facility projects:
 - A. A statement regarding which of the lighting methods will be utilized, prescriptive or performance, and a map depicting the lighting zone(s) for the property.

Response: Applicant proposes to comply with the prescriptive lighting standard. As shown on Figure 6, the entire site (and all the Town Center Plan area) is the dark yellow of Lighting Zone 3.



Figure 6: Lighting Zone



- B. A site lighting plan that clearly indicates intended lighting by type and location. For adjustable luminaires, the aiming angles or coordinates shall be shown.

Response: Sheets SD1.1 (Lighting Plan) and A6.0 (Exterior Lighting) indicate intended lighting by type and location.

- C. For each luminaire type, drawings, cut sheets or other documents containing specifications for the intended lighting including but not limited to, luminaire description, mounting, mounting height, lamp type and manufacturer, lamp watts, ballast, optical system/distribution, and accessories such as shields.

Response: Please see Exhibit D (Lighting Cut Sheets) providing specifications for proposed lighting on site.

- D. Calculations demonstrating compliance with *Oregon Energy Efficiency Specialty Code, Exterior Lighting*, as modified by Section 4.199.40(.01)(B.)(2.) [Amended by Ord. 688, 11/15/10]

Response: Energy code calculations are included in Exhibit D (Lighting Cut Sheets).

- E. Lighting plans shall be coordinated with landscaping plans so that pole lights and trees are not placed in conflict with one another. The location of lights shall be shown on the landscape plan. Generally, pole lights should not be placed within one pole length of landscape and parking lot trees.

Response: Light poles are displayed on Sheet L3.1; landscaping

- F. Applicants shall identify the hours of lighting curfew.

Response: Applicant proposes hours of curfew consistent with Zone 3 (i.e. 12:00AM curfew).

- (.02) In addition to the above submittal requirements, Applicants using the Prescriptive Method shall submit the following information as part of the permit set plan review:
 - A. A site lighting plan (items 1 A - F, above) which indicates for each luminaire the 3 mounting height line to demonstrate compliance with the setback requirements. For luminaires mounted within 3 mounting heights of the property line the compliance exception or special shielding requirements shall be clearly indicated.

Response: The proposed Lighting Plan (Sheet SD 1.1)



UNDERGROUND UTILITIES

Section 4.320. Requirements.

(.01) The developer or subdivider shall be responsible for and make all necessary arrangements with the serving utility to provide the underground services (including cost of rearranging any existing overhead facilities). All such underground facilities as described shall be constructed in compliance with the rules and regulations of the Public Utility Commission of the State of Oregon relating to the installation and safety of underground lines, plant, system, equipment and apparatus.

(.02) The location of the buried facilities shall conform to standards supplied to the subdivider by the City. The City also reserves the right to approve location of all surface-mounted transformers.

(.03) Interior easements (back lot lines) will only be used for storm or sanitary sewers, and front easements will be used for other utilities unless different locations are approved by the City Engineer. Easements satisfactory to the serving utilities shall be provided by the developer and shall be set forth on the plat.

Response: Utilities and easements were designed as part of the approved Town Center Master Plan. Please see Sheet C300 (Preliminary Composite Utility Plan) for location of utilities and easements serving the site.



Section 4.171. General Regulations - Protection of Natural Features and Other Resources.

- (.01) Purpose. It is the purpose of this Section to prescribe standards and procedures for the use and development of land to assure the protection of valued natural features and cultural resources. The requirements of this Section are intended to be used in conjunction with those of the Comprehensive Plan and other zoning standards. It is further the purpose of this Section: [...]

Response: No natural resources are mapped on site. Please see Sheet C070 for proposed sediment control plan.



Section 4.175. Public Safety and Crime Prevention.

(.01) All developments shall be designed to deter crime and insure public safety.

Response: As shown on Sheet A2.0, the proposed building is located close to the street, providing opportunity for “eyes on the street.” The parking lot can be viewed from the building and portions of the parking lot will be visible from the street for patrolling law enforcement vehicles.

(.02) Addressing and directional signing shall be designed to assure identification of all buildings and structures by emergency response personnel, as well as the general public.

Response: The one proposed building will be easily identified through signage, as indicated in Exhibit C (Sign Plan) and Sheets A5.1 and A5.2 (Elevations).

(.03) Areas vulnerable to crime shall be designed to allow surveillance. Parking and loading areas shall be designed for access by police in the course of routine patrol duties.

Response: The building entrances and parking area are well-lit and visible from inside of the building. Parking areas are not gated, and therefore always accessible to police.

(.04) Exterior lighting shall be designed and oriented to discourage crime.

Response: Please see Sheet SD 1.1 (Lighting Plan) and Sheet A6.0 (Exterior Lighting). The parking area and building entrances will be well-lit at night (until curfew), serving to discourage criminal activity.



SITE DESIGN REVIEW.

Section 4.400. Purpose.

- (.02) The City Council declares that the purposes and objectives of site development requirements and the site design review procedure are to:
- A. Assure that Site Development Plans are designed in a manner that insures proper functioning of the site and maintains a high quality visual environment.
 - B. Encourage originality, flexibility and innovation in site planning and development, including the architecture, landscaping and graphic design of said development;
 - C. Discourage monotonous, drab, unsightly, dreary and inharmonious developments;

Response: As shown in Sheet A2.0, proposed improvements are oriented to fit the triangular site efficiently, while providing ample parking and landscaping. Sheet A1.0 provides a rendering of the front (east elevation) of the building.

The architect's design concept of the building is as follows:

“The design of the single story structure is meant to emphasize its connection to the public, with a roof form reaching up towards Interstate 5 and town center loop development, leaving the space beneath open and amiable.

The site plan proposed provides a 32 space parking lot, with two curb cuts that exit out onto private ways on the south and east sides of the site, maintaining an efficient flow through the site. A center pathway connects the building to the drive to the east, while ADA access walkways connect to the south and Town Center Loop to the North. Surrounding the building will be natural rain gardens and vegetation native to the region, blending in the landscape up to the building and the surrounding area. On the west side of the building, there is a covered outdoor patio space for the clinic staff that is enclosed by planters. The building is pushed back into the SW corner of the site as much as possible to maximize parking and the connection space to the building.

The material used throughout are meant to be purposeful and appropriate. The natural wood used brings a Pacific Northwest feel and the brick fits in naturally with the surrounding developments. The interior space allows for generous light and openness within the central core of the building lofted up to the sloped roofs.”



- D. Conserve the City's natural beauty and visual character and charm by assuring that structures, signs and other improvements are properly related to their sites, and to surrounding sites and structures, with due regard to the aesthetic qualities of the natural terrain and landscaping, and that proper attention is given to exterior appearances of structures, signs and other improvements;

Response: While the site itself is currently a building pad in the midst of a developed master plan area, maintained through mowing, the proposal brings natural beauty back through extensive landscaping exceeding code requirements. The site's stormwater control also drains to two rain gardens, planted with appropriate native plant species.

- E. Protect and enhance the City's appeal and thus support and stimulate business and industry and promote the desirability of investment and occupancy in business, commercial and industrial purposes;
- F. Stabilize and improve property values and prevent blighted areas and, thus, increase tax revenues;

Response: The site is proposed to be developed with a modern and refined building, as well as lush greenery, while providing needed eye care services to the community. The proposal represents a net positive from an aesthetic, an economic, and a public health perspective.

- G. Insure that adequate public facilities are available to serve development as it occurs and that proper attention is given to site planning and development so as to not adversely impact the orderly, efficient and economic provision of public facilities and services.

Response: The proposal integrates effectively into the existing Town Center Master Plan. Surrounding utilities are already developed and can easily be integrated into the site. The proposed medical office use produces less of an impact on the transportation system than planned, providing additional transportation freeboard for future development.

- H. Achieve the beneficial influence of pleasant environments for living and working on behavioral patterns and, thus, decrease the cost of governmental services and reduce opportunities for crime through



careful consideration of physical design and site layout under defensible space guidelines that clearly define all areas as either public, semi-private, or private, provide clear identity of structures and opportunities for easy surveillance of the site that maximize resident control of behavior -- particularly crime;

Response: Development of this vacant pad will provide more “eyes on the street” in this area, and all areas of the site provide high quality development and landscaping, increasing pride of place. While this development will not provide residential use, it will support residential use nearby and throughout the city by providing needed medical services.

- I. Foster civic pride and community spirit so as to improve the quality and quantity of citizen participation in local government and in community growth, change and improvements;
- J. Sustain the comfort, health, tranquility and contentment of residents and attract new residents by reason of the City's favorable environment and, thus, to promote and protect the peace, health and welfare of the City.

Response: The proposed high-quality development will transform this portion of the Town Center from a vacant pad to a thriving business serving the community, increasing civic pride and community spirit. Providing community health services will enhance citizen ability to participate in and appreciate civic events and responsibilities, attract new residents while supporting existing residents, and promote a peaceful, healthy, and happy Wilsonville.

Section 4.421. Criteria and Application of Design Standards.

- (.01) The following standards shall be utilized by the Board in reviewing the plans, drawings, sketches and other documents required for Site Design Review. These standards are intended to provide a frame of reference for the applicant in the development of site and building plans as well as a method of review for the Board. These standards shall not be regarded as inflexible requirements. They are not intended to discourage creativity, invention and innovation. The specifications of one or more particular architectural styles is not included in these standards. (Even in the Boones Ferry Overlay Zone, a range of architectural styles will be encouraged.)
 - A. Preservation of Landscape. The landscape shall be preserved in its natural state, insofar as practicable, by minimizing tree and soils removal, and any



grade changes shall be in keeping with the general appearance of neighboring developed areas.

Response: The site was cleared, graded, and generally prepared for development with approval of the Town Center Master Plan. No natural landscape exists on site. Proposed landscaping is shown on Sheet L3.1 (Planting Plan). Neighboring developed areas are landscaped with a mix of turf, shrubs, and trees. The proposed landscaping significantly exceeds minimum landscaping requirements, providing 10,141 square feet of non-sod landscaping – 17% higher than the minimum requirement of 8,631 square feet. As shown on Sheet L3.1, proposed landscaping was prepared by a registered Landscape Architect, selecting a diverse mix of species well-suited to the location and environment.

- B. Relation of Proposed Buildings to Environment. Proposed structures shall be located and designed to assure harmony with the natural environment, including protection of steep slopes, vegetation and other naturally sensitive areas for wildlife habitat and shall provide proper buffering from less intensive uses in accordance with Sections 4.171 and 4.139 and 4.139.5. The achievement of such relationship may include the enclosure of space in conjunction with other existing buildings or other proposed buildings and the creation of focal points with respect to avenues of approach, street access or relationships to natural features such as vegetation or topography.

Response: The subject site is a development pad within the Town Center Master Plan area. No steep slopes, natural vegetation, or mapped habitat areas exist on or adjacent to the site. As previously indicated, Sheet L3.1 shows abundant plantings, well exceeding minimum landscaping requirements. Landscaping is proposed within the parking area, and around the entire site. The building and parking area will be viewed through trees from every direction, which will dramatically enhance the site in terms of harmony with the natural environment.

- C. Drives, Parking and Circulation. With respect to vehicular and pedestrian circulation, including walkways, interior drives and parking, special attention shall be given to location and number of access points, general interior circulation, separation of pedestrian and vehicular traffic, and arrangement of parking areas that are safe and convenient and, insofar as practicable, do not detract from the design of proposed buildings and structures and the neighboring properties.



Response: Please see discussions under Sections 4.154 (On-Site Pedestrian Access and Circulation) and 4.155 (General Regulations – Parking, Loading and Bicycle Parking), where this application provides detail showing consistency with the above objectives.

- D. Surface Water Drainage. Special attention shall be given to proper site surface drainage so that removal of surface waters will not adversely affect neighboring properties of the public storm drainage system.

Response: Please see Sheet C070 and C300, showing on-site stormwater drainage systems (rain gardens) to control and contain surface waters.

- E. Utility Service. Any utility installations above ground shall be located so as to have a harmonious relation to neighboring properties and site. The proposed method of sanitary and storm sewage disposal from all buildings shall be indicated.

Response: The site is part of the existing approved Town Center Master Plan, and utilities have been designed and approved for the entire area to ensure harmonious relations and compatibility. Please see Sheet C300, indicating existing below-ground utilities serving the site, and locations of service for the proposed building.

- F. Advertising Features. In addition to the requirements of the City's sign regulations, the following criteria should be included: the size, location, design, color, texture, lighting and materials of all exterior signs and outdoor advertising structures or features shall not detract from the design of proposed buildings and structures and the surrounding properties.

Response: Please see Exhibit C (Sign Plan), which provides details and elevations showing sign size, color, design, materials and location. Proposed on-building signage includes signs on the north, west, and east elevations. Proposed sign colors and design are blue and white, consistent with EyeHealth Northwest's corporate logo and branding. The proposed signage utilizes channel letter on raceway lighting.

- G. Special Features. Exposed storage areas, exposed machinery installations, surface areas, truck loading areas, utility buildings and structures and similar accessory areas and structures shall be subject to such setbacks, screen plantings or other screening methods as shall be required to prevent their being incongruous with the existing or contemplated environment



and its surrounding properties. Standards for screening and buffering are contained in Section 4.176.

Response: As shown on Sheets A2.0 (Site Plan) and L3.1 (Planting Plan), the proposed exterior trash/recycling storage area is enclosed by a six-foot brick wall, which in turn is screened by Slender Hinoki Cypress, the building itself, and extensive site tree plantings.

- (.02) The standards of review outlined in Sections (a) through (g) above shall also apply to all accessory buildings, structures, exterior signs and other site features, however related to the major buildings or structures.

Response: The proposal includes the primary building, a trash/recycling enclosure, signage, and a parking area. All of these elements have already been addressed and discussed in relation to design review standards.

- (.03) The Board shall also be guided by the purpose of Section 4.400, and such objectives shall serve as additional criteria and standards.

Response: The purpose section is included, and responses provided, under Section 4.400 Purpose, above.

Section 4.430. Location, Design and Access Standards for mixed Solid Waste and Recycling Areas

- (.01) The following locations, design and access standards for mixed solid waste and recycling storage areas shall be applicable to the requirements of Section 4.179 of the Wilsonville City Code.
- (.02) Location Standards:
- A. To encourage its use, the storage area for source separated recyclables shall be co-located with the storage area for residual mixed solid waste.

Response: As shown on Sheet A2.0, the proposal provides an exterior storage area for both solid waste and recyclables.

- B. Indoor and outdoor storage areas shall comply with Uniform Building and Fire Code requirements.



Response: Applicant expects a condition of approval assuring compliance with building code and fire code requirements.

- C. Storage area space requirements can be satisfied with a single location or multiple locations and can combine with both interior and exterior locations.

Response: The proposed storage space is exterior.

- D. Exterior storage areas can be located within interior side yard or rear yard areas. Minimum setback shall be three (3) feet. Exterior storage areas shall not be located within a required front yard setback, including double frontage lots.
- E. Exterior storage areas shall be located in central and visible locations on a site to enhance security for users.
- F. Exterior storage areas can be located in a parking area if the proposed use provides at least the minimum number of parking spaces required for the use after deducting the area used for storage. Storage areas shall be appropriately screened according to the provisions of Section 4.430 (.03), below.

Response: No setbacks are required for the subject site. As shown on Sheet A2.0 (Site Plan), the exterior trash/recycling storage area is accessible via sidewalk from both front and side entrances. The storage area is located on the west side of the parking area, near the proposed building.

- G. The storage area shall be accessible for collection vehicles and located so that the storage area will not obstruct pedestrian or vehicle traffic movement on the site or on public streets adjacent to the site.

Response: A letter from Republic Services, the City's trash/recycling collection franchise, is included as Exhibit G. Exhibit G indicates the location and arrangement is accessible to collection vehicles. As shown on Sheet A2.0, the storage area is located so that it does not impede sidewalks, parking area aisles, or public street right-of-way.

(.03) Design Standards.



- A. The dimensions of the storage area shall accommodate containers consistent with current methods of local collection.

Response: Per Exhibit G, the storage area is designed consistent with requirements of Republic Services.

- B. Storage containers shall meet Uniform Fire Code standards and be made of or covered with waterproof materials or situated in a covered area.

Response: Applicant expects a condition of approval to meet this standard.

- C. Exterior storage areas shall be enclosed by a sight obscuring fence, wall or hedge at least six (6) feet in height. Gate openings for haulers shall be a minimum of ten (10) feet wide and shall be capable of being secured in a closed or open position. In no case shall exterior storage areas be located in conflict with the vision clearance requirements of Section 4.177.

Response: As shown on Sheets A2.0 (Site Plan), the proposed exterior storage area is enclosed by a six-foot brick wall and a sight-obscuring metal gate with a 120-degree swing. Gates are intended to be securable, and applicant expects a condition of approval for this standard.

- D. Storage area(s) and containers shall be clearly labeled to indicate the type of materials accepted.

Response: Applicant expects a condition of approval ensuring this standard is met.

(.04) Access Standards.

- A. Access to storage areas can be limited for security reasons. However, the storage area shall be accessible to users at convenient times of the day and to collect service personnel on the day and approximate time they are scheduled to provide collection service.
- B. Storage areas shall be designed to be easily accessible to collection trucks and equipment, considering paving, grade and vehicle access. A minimum of ten (10) feet horizontal clearance and eight feet of vertical clearance is required if the storage area is covered.
- C. Storage areas shall be accessible to collection vehicles without requiring backing out of a driveway onto a public street. If only a single access



point is available to the storage area, adequate turning radius shall be provided to allow collection vehicles to safely exit the site in a forward motion. (Added by Ordinance #426, April 4, 1994.)

Response: As shown in Exhibit G, the proposed exterior storage area is designed consistent with the needs of Republic Services.



Signs

Section 4.156.02. Sign Review Process and General Requirements.

- (.01) Permit Required. Unless exempt under Section 4.156.05, no sign, permanent or temporary, shall be displayed or installed in the City without first obtaining a sign permit.
- (.02) Sign Permits and Master Sign Plans. Many properties in the City have signs pre-approved through a Master Sign Plan. For the majority of applications where a Master Sign Plan has been approved the applicant need not consult the sign requirements for the zone, but rather the Master Sign Plan, copies of which are available from the Planning Division. Signs conforming to a Master Sign Plan require only a Class I Sign Permit.
- (.03) Classes of Sign Permits, Master Sign Plans, and Review Process. The City has three classes of sign permits for permanent signs: Class I, Class II, and Class III. In addition, non-residential developments with three or more tenants require a Master Sign Plan. Class I sign permits are reviewed through the Class I Administrative Review Process as outlined in Subsection 4.030(.01)(A.). Class II sign permits are reviewed through the Class II Administrative Review Process as outlined in Subsection 4.030 (.01)(B.). Class III Sign Permits and Master Sign Plans are reviewed by the Development Review Board (DRB) as outlined in Section 4.031.

Response: As proposed signage will serve new development; a Class III sign permit is requested. Class III sign permits require findings showing compliance with Class II and Class III submission requirements and review criteria, therefore responses are provided for both Class II and Class III submission requirements and review criteria, below.

- D. Class II Sign Permit Submission Requirements: Application for a Class II Sign Permit shall include two (2) paper copies and one (1) electronic copy of the following in addition to all required fees:
 - 1. Completed application form prescribed by the City and signed by the property owner or their authorized representative;

Response: A completed application form is provided for the consolidated application.



2. Sign drawings or descriptions of all materials, sign area and dimensions used to calculate areas, lighting methods, and other details sufficient to judge the full scale of the signs and related improvements;
3. Documentation of the lengths of building or tenant space facades used in calculating maximum allowed sign area;
4. Drawings of all building facades on which signs are proposed indicating the areas of the facades on which signs will be allowed;

Response: Please see Exhibit C (Sign Plan, Sheets 1-6), which provides detailed dimensions, materials, elevations and lighting methods proposed for building signage.

5. Narrative describing the scope of the project, including written findings addressing all applicable review criteria, along with any other information showing how the proposed signage conforms with requirements for the applicable zone;

Response: This application narrative provides detailed responses to all applicable zone requirements.

- E. Class II Sign Permit Review Criteria: Class II Sign Permits shall satisfy the sign regulations for the applicable zoning district and the Site Design Review Criteria in Sections 4.400 through 4.421, as well as the following criteria:
 1. The proposed signage is compatible with developments or uses permitted in the zone in terms of design, materials used, color schemes, proportionality, and location, so that it does not interfere with or detract from the visual appearance of surrounding development;

Response: Please see Exhibit C (Sign Plan) and Sheets A5.1 and A5.2 (Elevations). No ground-mounted signs are proposed. The proposed building signage is proportional to the building and follows the clean design and color scheme of EyeHealth Northwest.

2. The proposed signage will not create a nuisance or result in a significant reduction in the value or usefulness of surrounding development; and



Response: Proposed building signage is visible but does not extend above or to the side of the building, or interfere with any other site in any way. The signage is lit for visibility as shown in Exhibit C, Sheet 5, but does not flash, scroll, or shine beyond the building.

3. Special attention is paid to the interface between signs and other site elements including building architecture and landscaping, including trees.

Response: Project Architect Jon Anderson, AIA, NCARB, AIBC coordinated closely with Project Landscape Architect Laurel Macdonald, ASLA in development of the Site Plan, Sign Plan and Landscape Plan. Plant species and trees were chosen and located to allow for sign visibility.

- (.06) Class III Sign Permit. Sign permit requests shall be processed as a Class III Sign Permit when associated with new development, or redevelopment requiring DRB review, and not requiring a Master Sign Plan; when a sign permit request is associated with a waiver or non-administrative variance; or when the sign permit request involves one or more freestanding or ground mounted signs greater than eight (8) feet in height in a new location.
- A. Class III Sign Permit Submission Requirements: Ten (10) paper and electronic copies of the submission requirements for Class II Sign Permits plus information on any requested waivers or variances in addition to all required fees.
 - B. Class III Sign Permit Review Criteria: The review criteria for Class II Sign Permits plus waiver or variance criteria when applicable.

Response: No waivers or variances are requested.





Fidelity National Title
Company of Oregon

5400 SW Meadows Road, Suite 100
Lake Oswego, OR 97035
Phone: (503)684-9236 / Fax: (503)684-7274

WIRING INFORMATION

Our wiring instructions for the transaction referenced herein are as follows:

To: Fidelity National Title Company of Oregon

Bank: US Bank
535 Westminster Mall
Westminster, California 92683

ABA/Routing No.: 123000220

Account Name: Fidelity National Title Company of Oregon

Account No.: 153695268687

Please refer to our Escrow No.: 45141715074-MC

For Reference Purposes:

Buyer(s): Wilsonville Investment Properties, LLC
Property: VACANT SW Towncenter Loop W
Wilsonville, OR 97070

\$1,436,329.05

Please take this form with you to your bank.

Personal checks, official checks, direct deposits and electronic transfers are not acceptable for use as closing funds. Your funds to close must be wire transferred to Fidelity National Title Company of Oregon for same day funding.

PLEASE NOTE: OUR OFFICE DOES NOT ACCEPT ACH (Automated Clearing House) TRANSFERS SUCH AS DIRECT DEPOSITS. THESE INSTRUCTIONS ARE FOR THE PURPOSE OF SENDING WIRE TRANSFERS ONLY.

Fidelity National Title Company of Oregon

5400 SW Meadows Road, Suite 100, Lake Oswego, OR 97035

Phone: (503)684-9236 | FAX: (503)684-7274

ESTIMATED BUYER'S STATEMENT

Settlement Date: November 15, 2017
Disbursement Date: November 15, 2017
Buyer: Wilsonville Investment Properties, LLC (100.00000%)
11086 SE Oak Street
Milwaukie, OR 97267

Escrow Number: 45141715074
Escrow Officer: Michelle Couch

Seller: Town Center Investments LLC, an Oregon limited liability company, Exchangor (50.00000%)
c/o Capital Realty, 21900 SW Town Center Loop W, Ste. 300A
Wilsonville, OR 97070

Seller: Beutler Exchange Group, LLC, Qualified Intermediary (50.00000%)
5665 Meadows Rd #140
Lake Oswego, OR 97035

Property: VACANT SW Towncenter Loop W
Wilsonville, OR 97070

		\$	DEBITS	\$	CREDITS
FINANCIAL CONSIDERATION					
Sale Price of Property			1,438,625.00		
Deposit or earnest money					10,000.00
PRORATIONS/ADJUSTMENTS					
County Taxes at \$10,012.77	11/15/17 to 07/01/18 (\$10,012.77 / 365 X 228 days)		6,254.55		
TITLE & ESCROW CHARGES					
Title - E-Recording Fee	Fidelity National Title Company of Oregon		5.00		
Title - Escrow Fee	Fidelity National Title Company of Oregon		1,219.50		
GOVERNMENT CHARGES					
Recording Fees	Fidelity National Title Company of Oregon		225.00		
Subtotals			1,446,329.05		10,000.00
Balance Due FROM Buyer					1,436,329.05
TOTALS			1,446,329.05		1,446,329.05

I have carefully reviewed the Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements to be made on my account or by me in this transaction. I further certify that I have received a copy of the Settlement Statement.

BUYER:

Wilsonville Investment Properties, LLC

DocuSigned by:

BY: Ralph W House

Ralph W House, Manager

I have caused or will cause the funds to be disbursed in accordance with the Statement which I have prepared.

To the best of my knowledge, the Settlement Statement which I have prepared is a true and accurate account of the funds which were received and have been or will be disbursed by the undersigned as part of the settlement of this transaction.

Fidelity National Title Company of Oregon
Settlement Agent



Fidelity National Title

Company of Oregon

SALE ESCROW INSTRUCTIONS

Michelle Couch, Senior Escrow Officer
 Fidelity National Title Company of Oregon
 5400 SW Meadows Road, Suite 100
 Lake Oswego, OR 97035
 Phone: (503)684-9236 Fax: (503)684-7274

Date: November 10, 2017
Escrow No.: 45141715074-MC
Property: VACANT SW Towncenter Loop W
 Wilsonville, OR 97070

Buyer hands you herewith collected funds pursuant to the closing statement approved by the undersigned buyer and:

- Balance of funds to close escrow in the form of a wire transfer or cashier's check payable to Fidelity National Title Company of Oregon pursuant to the "Deposit of Funds", Paragraph 1 contained in the General Provisions attached hereto and made a part hereof
- Approved copy of Preliminary Report
- Read and approved copy of the Statutory Warranty Deed

Which you are to use and/or deliver provided you can deliver for the account of the undersigned the following:

- Properly executed Deed

describing the real property as set forth in that certain preliminary title report issued by Fidelity National Title Company of Oregon No. 45141715074, dated October 13, 2017, which preliminary title report the undersigned has read and does hereby approve;

AND when you can cause to be issued an **Owner's Standard** coverage form Policy of Title Insurance from **Fidelity National Title Insurance Company** with a liability of **One Million Four Hundred Thirty-Eight Thousand Six Hundred Twenty-Five And No/100 Dollars (\$1,438,625.00)** insuring the undersigned that title to the above referenced property:

SHOWING TITLE VESTED IN

Wilsonville Investment Properties, LLC

Subject to the usual printed exclusions and exceptions, current general and special taxes for the fiscal year in which this escrow closes, and taxes for the ensuing year, if any, a lien not yet due and payable, and exceptions numbered 7 thru 15 of the above referenced title report, and further subject to any new encumbrance recorded at closing.

Seller hands you herewith the following:

- Deed from Town Center Investments LLC, an Oregon limited liability company, Exchangor and Beutler Exchange Group, LLC, Qualified Intermediary to Wilsonville Investment Properties, LLC
- Read and approved Payoff Statement(s)
- 1099 Form
- Approved copy of Preliminary Report
- Department of Revenue Documents

describing the real property as set forth in that certain preliminary title report issued by Fidelity National Title Company of Oregon No. 45141715074, dated October 13, 2017, which preliminary title report the undersigned has read and does hereby approve;

which you can use when you hold for the account of the undersigned Seller funds pursuant to the closing statement approved by the undersigned; and:

Prorate the following as of Recording of Deed:

- Property Taxes

ADDITIONAL INSTRUCTIONS

NONE

GENERAL INSTRUCTIONS

The General Provisions attached to these instructions are part of these instructions.

Buyer agrees to provide new hazard insurance policy acceptable to lender and to authorize payment of premium through escrow unless a paid receipt is provided to escrow.

Seller is aware that interest on the existing loan(s) does not stop accruing at close of escrow, but continues until the actual day of receipt of the payoff by Lender.

Seller is aware that interest will accrue through weekends or holidays.

Seller is aware he/she/they are responsible for payment of all of such interest and will indemnify and hold Escrow Holder harmless in connection with the payment of such interest. In the event you are paying in full the balance due on an existing trust deed and if a reconveyance of the trust deed is not recorded within sixty (60) days of it being paid off, you are requested to release the trust deed pursuant to the provisions of ORS 86.720.

SALE ESCROW INSTRUCTIONS

(continued)

Upon request, you are instructed to furnish any broker or lender identified with this transaction or anyone acting on behalf of such lender, any information concerning this escrow, copies of all instructions, amendments or statements.

All terms and provisions of the agreement between the parties, amendments or addendums thereto, have been complied with to the satisfaction of the undersigned parties or will be complied with outside this escrow.

TRANSFER All Net Proceeds, or \$ _____

TO: _____

ATTN: _____

Seller proceeds, or balance thereof, at closing shall be delivered as follows:

Mail Hold for Pick Up Deposit to Account:

Bank: _____

Account No.: _____

Account Name: _____

ABA Routing No.: _____

IT IS UNDERSTOOD BY THE PARTIES SIGNING THE ABOVE INSTRUCTIONS OR THOSE ESCROW INSTRUCTIONS WHICH ARE ATTACHED HERETO THAT SUCH INSTRUCTIONS CONSTITUTE THE WHOLE AGREEMENT BETWEEN THIS FIRM AS AN ESCROW AGENT AND YOU AS A PRINCIPAL TO THE ESCROW TRANSACTION. THESE INSTRUCTIONS MAY NOT INCLUDE ALL OF THE TERMS OF THE AGREEMENT WHICH IS THE SUBJECT OF THIS ESCROW. READ THESE INSTRUCTIONS CAREFULLY, AND DO NOT SIGN THEM UNLESS THEY ARE ACCEPTABLE TO YOU.

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

BUYER(S):

Wilsonville Investment Properties, LLC

DocuSigned by:

11/15/2017

BY: Ralph W House
Ralph W House, Manager

Date

Address: _____

Phone: _____ Fax: _____

Email: _____

SELLER(S):

READ AND APPROVED:

Town Center Investments LLC, an Oregon limited liability company

Date

BY: _____
Susan Myers, General Manager

Address: _____

Phone: _____ Fax: _____

Email: _____

Beutler Exchange Group, LLC, Qualified Intermediary

BY: _____
Karen Inabnit
Sr. Exchange Officer

Date

Address: _____

Phone: _____ Fax: _____

Email: _____

SALE ESCROW INSTRUCTIONS
(continued)

RECEIVED BY:

Fidelity National Title Company of Oregon

By: _____
Michelle Couch, Senior Escrow Officer

_____ Date

GENERAL PROVISIONS

1. DEPOSIT OF FUNDS

The law dealing with the disbursement of funds requires that all funds be available for withdrawal as a matter of right by the title entity's escrow and/or sub escrow account prior to disbursement of any funds. Only cash or wire transferred funds can be given immediate availability upon deposit. Cashier's checks may be available one business day after deposit. All other funds such as personal, corporate or partnership checks and drafts are subject to mandatory holding periods which may cause material delays in disbursement of funds in this escrow. In order to avoid delays, all fundings should be wire transfer. Outgoing wire transfers will not be authorized until confirmation of the respective incoming wire transfer or of availability of deposited checks.

All funds received in this escrow shall be deposited with other escrow funds in a general escrow account or accounts of Fidelity National Title Company of Oregon, with any state or national bank, and may be transferred to any other such general escrow account or accounts. Said funds will not earn interest unless the instructions otherwise specifically state that funds shall be deposited in an interest-bearing account.

Escrow Holder receives indirect benefits including but not limited to checks, deposit slips, data processing and account service and waiving of certain fees from the depository bank where its non-interest bearing client trust accounts are maintained. Escrow Holder or its affiliates may also elect to enter into other business transactions with or obtain loans for investment or other purposes from the depository institution. These benefits are passed on to the escrow principals through lower escrow fees. Pursuant to OAR 863-50-065, a good faith estimate of the value of the benefit is Twenty-Four and 12/100 Dollars (\$24.12) per escrow. By initialing below, we hereby acknowledge advisement of the disclosure.

NOTICE OF OPPORTUNITY. You have the opportunity to earn interest on your escrow funds by requesting Escrow Holder to set up an interest bearing account on your behalf. Escrow Agent will inform you of any fees it will charge to establish the account. Interest earned is dependent upon the amount of the deposit, the length of time of the deposit, and the prevailing interest rate.

All disbursements shall be made by check of Fidelity National Title Company of Oregon. The principals to this escrow are hereby notified that the funds deposited herein are insured only to the limit provided by the Federal Deposit Insurance Corporation. Any instruction for bank wire will provide reasonable time or notice for Escrow Holder's compliance with such instruction. Escrow Holder's sole duty and responsibility shall be to place said wire transfer instructions with its wiring bank upon confirmation of (1) satisfaction of conditions precedent or (2) document recordation at close of escrow. Escrow Holder will NOT be held responsible for lost interest due to wire delays caused by any bank or the Federal Reserve System, and recommends that all parties make themselves aware of banking regulations with regard to placement of wires.

In the event there is insufficient time to place a wire upon any such confirmation or the wires have closed for the day, the parties agree to provide written instructions for an alternative method of disbursement. **WITHOUT AN ALTERNATIVE DISBURSEMENT INSTRUCTION, FUNDS WILL BE HELD IN TRUST IN A NON-INTEREST BEARING ACCOUNT UNTIL THE NEXT OPPORTUNITY FOR WIRE PLACEMENT.**

If for any reason funds are retained or remain in escrow after closing date, Escrow Agent is authorized to deduct therefrom reasonable monthly charges as custodian thereof of one percent of the original balance but not less than Ten and No/100 Dollars (\$10.00) per month. Funds deposited into this escrow are to be maintained in a federally insured trust account and any escrow related services provided to Escrow Agent by any depository bank or savings and loan association are hereby consented to and approved.

Unless specifically instructed otherwise in writing, mail all funds and instruments deliverable to the parties in favor of them to their address indicated below. At your discretion, you are authorized to receive and/or disburse any funds in connection with this escrow by electronic (wire) transfer.

The undersigned hereby authorize and instruct Escrow Holder to charge each party to the escrow for their respective Federal Express, special mail handling/courier and/or incoming/outgoing wire transfer fees. Unless specified in writing by the undersigned, Escrow Holder is authorized to select special mail/delivery or courier service to be used.

2. PRORATIONS AND ADJUSTMENTS

Make each proration on the basis of the actual number of days in the year covered by said item, annualizing monthly amounts. Tax prorations shall be based on the amount of the latest available tax statement (which may include reductions based on any deferral or exemption); during periods in which the current years tax figures are not available, you shall prorate taxes or assessments upon the immediate preceding year's figures, any further adjustment in actual taxes shall be handled between the parties outside of this escrow and Escrow Agent shall have no liability for the collection or payment thereof. If the parties herein have provided Escrow Agent with a rent schedule on the subject property, you shall prorate rents and charge seller and credit buyer with any deposits paid in advance pursuant to the rent schedule approved by the parties. Seller represents that they will collect all rents which fall due prior to the close of escrow. Make no adjustment against buyer for uncollected rent. Buyer acknowledges that the assessor's office customarily mails tax notices for the July 1 to June 30 tax year in October of the tax year and that Escrow Agent cannot guarantee that the tax assessor's office will address the tax bill to Buyer. Buyer accepts responsibility for contacting the assessor's office and obtaining a tax bill in a timely manner. Buyer acknowledges that a discount applies only if taxes are paid in full on or before November 15 of the tax year and that interest and billing charges may accrue after November 15.

3. UTILITIES/POSSESSION

Transfer, payment and adjustment of utilities and possession of the premises are to be settled by the parties directly and outside escrow.

4. PREPARATION AND RECORDATION OF INSTRUMENTS

Escrow Holder is authorized to prepare, obtain, record and deliver the necessary instruments to carry out the terms and conditions of this escrow and to order the policy of title insurance to be issued at close of escrow as called for in these instructions. Close of escrow shall mean the date instruments are recorded.

You are further authorized to record any documents required by the lender pursuant to their instructions to secure its lien on the subject property. Said documents are authorized to be recorded prior to the lenders disbursement of loan funds pursuant to the loan agreement.

5. AUTHORIZATION TO FURNISH COPIES

You are authorized to furnish copies of these instructions, supplements, amendments, notices of cancellation and closing statements, to the Real Estate Broker(s) and Lender(s) named in this escrow.

6. RIGHT OF CANCELLATION

Any principal instructing you to cancel this escrow shall file notice of cancellation in your office in writing. You shall, within two (2) working days thereafter, deliver, one copy of such notice to each of the other principals at the addresses stated in this escrow. If written objection is filed, you are authorized to institute an action in interpleader pursuant to provisions of paragraph number 9 contained herein,

7. PERSONAL PROPERTY

No examination, chattel or security interest search or insurance as to the amount or payment of personal property taxes is required unless specifically requested.

Bills of sale, if any required, are to be delivered unrecorded at the close of escrow. Escrow Agent shall have no responsibility or liability for the condition or delivery of any personal property being transferred herein.

By signing these General Provisions, the parties to the escrow hereby acknowledge that they are indemnifying the Escrow Holder against any and all matters relating to any "Bulk Sales" requirements, and instruct Escrow Holder to proceed with the closing of escrow without any consideration of matter of any nature whatsoever regarding "Bulk Sales" being handled through escrow.

8. RIGHT OF RESIGNATION

Escrow Holder has the right to resign upon ten (10) days written notice delivered to the principals herein. If such right is exercised, all funds and documents shall be returned to the party who deposited them and Escrow Holder shall have no liability hereunder.

GENERAL PROVISIONS

(continued)

9. ACTION IN INTERPLEADER

The principals hereto expressly agree that you, as Escrow Holder, have the absolute right at your election to file an action in interpleader requiring the principals to answer and litigate their several claims and rights among themselves and you are authorized to deposit with the clerk of the court all documents and funds held in this escrow. In the event such action is filed, the principals jointly and severally agree to pay your cancellation charges and costs, expenses and reasonable attorney's fees which you are required to expend or incur in such interpleader action, the amount thereof to be fixed and judgment therefor to be rendered by the court. Upon the filing of such action, you shall thereupon be fully released and discharged from all obligations imposed by the terms of this escrow or otherwise.

10. TERMINATION OF AGENCY OBLIGATION

These instructions shall be binding on the undersigned until the close of business thirty (30) days from date hereon and shall be performed within said period or thereafter until written demand by the undersigned is made upon you for the revocation hereof; provided however, that your agency as Escrow Holder will not extend beyond six (6) months from the date set forth herein. Any such written notices shall be effective upon receipt of such notice. This escrow may be terminated and all papers and monies returned to the parties only upon written instructions of both parties unless otherwise specified herein.

11. CONFLICTING INSTRUCTIONS

Upon receipt of any conflicting instructions, you are to take no action in connection with this escrow until non-conflicting instructions are received from all of the principals to this escrow (subject to sections 6, 8, 9 and 10 above).

12. SETTLEMENT STATEMENTS

The parties hereto agree to pay all items as set forth on the approved settlement statements. It is understood that certain items therein may be estimated figures and are subject to adjustment.

13. POST CLOSING FILE PROCESSING

It is understood and agreed that the "Reconveyance Fee" specified on the HUD-1 or Closing Disclosure form and on the Estimated Closing Statement is for payment of Trustee Fees, as well as reconveyance and post-closing file processing services.

14. COLLECTION OF FEES

Upon recordation and disbursement of documents and funds required herein, you are authorized to collect your fees earned as agreed to for your closing services. Parties agree to pay on demand, whether or not this escrow closes, any charges incurred by Escrow Holder on our behalf and its usual escrow fees and charges.

15. DELIVERY/RECEIPT

Delivery to principals as used in these instructions unless otherwise stated herein is to be by hand in person to the principal, regular mail, email or fax to any of the contact information provided in these instructions. If delivered by regular mail receipt is determined to be seventy-two (72) hours after such mailing. All documents, balances and statements due to the undersigned may be delivered to the contact information shown herein. All notices, change of instructions, communications and documents are to be delivered in writing to the office of Fidelity National Title Company of Oregon as set forth herein.

16. STATE/FEDERAL CODE NOTIFICATIONS

According to Federal Law, the Seller, when applicable, will be required to complete a sales activity report that will be utilized to generate a 1099 statement to the Internal Revenue Service.

The parties have satisfied themselves that the transaction covered by this escrow is not in violation of any planning or zoning law, and Escrow Agent is relieved of all liability in connection therewith, and is not concerned with the enforcement of said laws.

17. NON-RESIDENT ALIEN

The Foreign Investment in Real Property Tax Act (FIRPTA), Title 26 U.S.C., Section 1445, and the regulations there under, provide in part, that a transferee (buyer) of a U.S. real property interest from a foreign person must withhold a statutory percentage of the amount realized on the disposition, report the transaction and remit the withholding to the Internal Revenue Service (IRS) within twenty (20) days after the transfer. Fidelity National Title Company of Oregon will not determine nor aid in the determination of whether the FIRPTA withholding provisions are applicable to the subject transaction, nor act as a Qualified Substitute under state or federal law, nor furnish tax advice to any party to the transaction. Fidelity National Title Company of Oregon will not determine nor aid in the determination of whether the transaction will qualify for an exception or an exemption and is not responsible for the filing of any tax forms with the IRS as they relate to FIRPTA, nor responsible for collecting and holding of any documentation from the buyer or seller on the buyer's behalf for the purpose of supporting a claim of an exception or exemption. Fidelity National Title Company of Oregon is not an agent for the buyer for the purposes of receiving and analyzing any evidence or documentation that the seller in the subject transaction is a U.S. citizen or resident alien. Fidelity National Title Company of Oregon is not responsible for the payment of this tax and/or penalty and/or interest incurred in connection therewith and such taxes are not a matter covered by the Owner's Policy of Title Insurance to be issued to the buyer. Fidelity National Title Company of Oregon is not responsible for the completion of any IRS documents or related forms related to the referenced statute. The buyer is advised: they must independently make a determination of whether the contemplated transaction is subject to the withholding requirement; bear full responsibility for compliance with the withholding requirement if applicable and/or for payment of any tax, interest, penalties and/or other expenses that may be due on the subject transaction; and they are responsible for the completion of any and all forms, including but not limited to applicable IRS documentation, and the mailing of those forms. The Buyer is advised any forms, documents, or information received from Fidelity National Title Company of Oregon is not tax or legal advice and should not be construed as such nor treated as a complete representation of FIRPTA requirements. Buyer should seek outside counsel from a qualified individual to determine any and all implications of the referenced statute.

18. ENCUMBRANCES

Escrow Holder is to act upon any statements furnished by a lienholder or his agent without liability or responsibility for the accuracy of such statements. Any adjustments necessary because of a discrepancy between the information furnished Escrow Holder and any amount later determined to be incorrect upon demand of Escrow Holder, parties responsible for payment will immediately pay the amount of any such deficiency.

If a reconveyance of the deed of trust is not recorded within sixty (60) days of its being paid off, you are requested to release the deed of trust pursuant to provisions of ORS 86.720.

19. ENVIRONMENTAL ISSUES

Fidelity National Title Company of Oregon has made no investigation concerning said property as to environmental/toxic waste issues. Any due diligence required or needed to determine environmental impact as to forms of toxification, if applicable, will be done directly and by principals outside of escrow. Fidelity National Title Company of Oregon is released of any responsibility and/or liability in connection therewith.

20. USURY

Escrow Holder is not to be concerned with any questions of usury in any loan or encumbrance involved in the processing of this escrow and is hereby released of any responsibility or liability therefore.

21. DISCLOSURE

Escrow Holder's knowledge of matters affecting the property, provided such facts do not prevent compliance with these instructions, does not create any liability or duty in addition to these instructions.

22. CLARIFICATION OF DUTIES

Fidelity National Title Company of Oregon serves ONLY as an Escrow Holder in connection with these instructions and cannot give legal advice to any party hereto.

Escrow Holder is not to be held accountable or liable for the sufficiency or correctness as to form, manner of execution, or validity of any instrument deposited in this escrow, nor as to the identity, authority or rights of any person executing the same. Escrow Holder's duties hereunder shall be limited to the proper handling of such money and the proper safekeeping of such instruments, or other documents received by Escrow Holder, and for the disposition of same in accordance with the written instructions accepted by Escrow Holder.

The agency and duties of Escrow Holder commence only upon receipt of copies of these Escrow Instructions executed by all parties.

GENERAL PROVISIONS

(continued)

THIS AGREEMENT IN ALL PARTS APPLIES TO, INURES TO THE BENEFIT OF, AND BINDS ALL PARTIES HERETO, THEIR HEIRS, LEGATEES, DEVISEES, ADMINISTRATORS, EXECUTORS, SUCCESSORS AND ASSIGNS, AND WHENEVER THE CONTEXT SO REQUIRES THE MASCULINE GENDER INCLUDES THE FEMININE AND NEUTER, AND THE SINGULAR NUMBER INCLUDES THE PLURAL. THESE INSTRUCTIONS AND ANY OTHER AMENDMENTS MAY BE EXECUTED IN ANY NUMBER OF COUNTERPARTS, EACH OF WHICH SHALL BE CONSIDERED AS AN ORIGINAL AND BE EFFECTIVE AS SUCH.

MY SIGNATURE HERETO CONSTITUTES INSTRUCTION TO ESCROW HOLDER OF ALL TERMS AND CONDITIONS CONTAINED IN THIS AND ALL PRECEDING PAGES AND FURTHER SIGNIFIES THAT I HAVE READ AND UNDERSTAND THESE GENERAL PROVISIONS.

IT IS UNDERSTOOD BY THE PARTIES SIGNING THE ABOVE INSTRUCTIONS OR THOSE ESCROW INSTRUCTIONS WHICH ARE ATTACHED HERETO THAT SUCH INSTRUCTIONS CONSTITUTE THE WHOLE AGREEMENT BETWEEN THIS FIRM AS AN ESCROW AGENT AND YOU AS A PRINCIPAL TO THE ESCROW TRANSACTION. THESE INSTRUCTIONS MAY NOT INCLUDE ALL OF THE TERMS OF THE AGREEMENT WHICH IS THE SUBJECT OF THIS ESCROW. READ THESE INSTRUCTIONS CAREFULLY, AND DO NOT SIGN THEM UNLESS THEY ARE ACCEPTABLE TO YOU.

END OF INSTRUCTIONS

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

BUYER(S):

Wilsonville Investment Properties, LLC

DocuSigned by:
BY: Ralph W House
Ralph W House, Manager

11/15/2017

Date

SELLER(S):

READ AND APPROVED:

Town Center Investments LLC, an Oregon limited liability company

Date

BY: _____
Susan Myers, General Manager

Beutler Exchange Group, LLC, Qualified Intermediary

Date

BY: _____
Karen Inabnit
Sr. Exchange Officer

RECEIVED BY:

Fidelity National Title Company of Oregon

By: _____
Michelle Couch, Senior Escrow Officer

Date



Fidelity National Title
Company of Oregon

PRELIMINARY REPORT APPROVAL

Michelle Couch, Senior Escrow Officer
Fidelity National Title Company of Oregon
5400 SW Meadows Road, Suite 100
Lake Oswego, OR 97035
Phone: (503)684-9236 Fax: (503)684-7274

Date: November 10, 2017
Escrow No.: 45141715074-MC
Property: VACANT SW Towncenter Loop W
Wilsonville, OR 97070

I have read the Preliminary Report dated October 13, 2017 covering the property described in your above numbered escrow, and approve the Policy of Title Insurance to be issued to me as required by my instructions to include as encumbrances therein General Exception No(s). 1-5 and Specific Item and Exception No(s). 7-15 of said report, in addition to those specific items described in my escrow instructions or created by me. I know of no other matters pertaining to the condition of title other than stated in this report. Further, we approve the legal description as being the property which is the subject of this escrow.

I hereby acknowledge receipt of a copy of said Preliminary Report.

In addition to the above, the undersigned hereby approve the legal description shown in Schedule A of said report and authorize the use of said description on all documents in this transaction.

IT IS UNDERSTOOD BY THE PARTIES SIGNING THE ABOVE INSTRUCTIONS OR THOSE ESCROW INSTRUCTIONS WHICH ARE ATTACHED HERETO THAT SUCH INSTRUCTIONS CONSTITUTE THE WHOLE AGREEMENT BETWEEN THIS FIRM AS AN ESCROW AGENT AND YOU AS A PRINCIPAL TO THE ESCROW TRANSACTION. THESE INSTRUCTIONS MAY NOT INCLUDE ALL OF THE TERMS OF THE AGREEMENT WHICH IS THE SUBJECT OF THIS ESCROW. READ THESE INSTRUCTIONS CAREFULLY, AND DO NOT SIGN THEM UNLESS THEY ARE ACCEPTABLE TO YOU.

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

BUYER(S):

Wilsonville Investment Properties, LLC

DocuSigned by:
BY Ralph W House
Ralph W House, Manager

11/15/2017

Date

Fidelity National Title Company of Oregon

By: Michelle Couch
Michelle Couch, Senior Escrow Officer

Date

SPECIAL WARRANTY DEED - STATUTORY FORM
(continued)

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

Dated _____; if a corporate grantor, it has caused its name to be signed by order of its board of directors.

Town Center Investments LLC, an Oregon limited liability company

BY: _____
Susan Myers, General Manager

State of _____
County of _____

This instrument was acknowledged before me on _____ by Susan Myers as General Manager for Town Center Investments LLC, an Oregon limited liability company.

Notary Public - State of Oregon

My Commission Expires: _____

EXHIBIT "A"
Exceptions

Subject to:

City Liens, if any, in favor of the City of Wilsonville. None found as of date of recording

Easement for the purposes shown below and rights incidental thereto, as granted in a document:

Granted to: The City of Wilsonville
Purpose: Sidewalk and public utility
Recording Date: November 21, 1985
Recording No: 85-041394
Affects: The Westerly 6 feet

Easement Agreement, including the terms and provisions thereof;

Executed by: Wilsonville Park (OREG.), Ltd., an Oregon limited partnership and Les Schwab Tire Centers of Portland, Inc., an Oregon corporation
Recording Date: January 7, 1991
Recording No.: 91-000870

Planned Business Community Declaration for Wilsonville Town Center Property, including the terms and provisions thereof;

Recording Date: February 14, 1992
Recording No.: 92-008575

And corrected by instrument;
Recording Date: March 19, 1992
Recording No.: 92-015608

First Supplemental Planned Business Community Declaration for Wilsonville Town Center Property, including the terms and provisions thereof;
Recording Date: December 17, 1993
Recording No.: 93-095443

Second Amendment to Planned Business Community Declaration for Wilsonville Town Center Property, including the terms and provisions thereof;
Recording Date: December 30, 1994
Recording No.: 94-098676

Second Supplemental Planned Business Community Declaration for Wilsonville Town Center Property, including the terms and provisions thereof;
Recording Date: February 26, 1996
Recording No.: 96-013196

Third Amendment to Planned Business Community Declaration for Wilsonville Town Center Property, including the terms and provisions thereof;
Recording Date: September 11, 1998
Recording No.: 98-085029

Third Supplemental Planned Business Community Declaration for Wilsonville Town Center Property, including the terms and provisions thereof;
Recording Date: February 10, 2003
Recording No.: 2003-017257

Fourth Amendment to Planned Business Community Declaration for Wilsonville Town Center Property, including the terms and provisions thereof;
Recording Date: October 3, 2003
Recording No.: 2003-133685

Easement for the purpose shown below and rights incidental thereto, as granted in a document:

Granted to: The City of Wilsonville
Purpose: Pipeline
Recording Date: February 13, 1997
Recording No: 97-010594
Affects: The Northeasterly portion of Lot 2

EXHIBIT "A"
Exceptions

Easement for the purpose shown below and rights incidental thereto, as granted in a document:

Granted to: The City of Wilsonville
Purpose: Pipeline
Recording Date: December 22, 1997
Recording No: 97-099517
Affects: 15 foot strips through the Southeasterly portion of Lot 2

Restrictions, but omitting restrictions, if any, based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said restriction is permitted by applicable law, as shown on that certain plat

Name of Plat: WIL-TOWN-CEN
Recording Date: November 9, 2006

Declaration and Grant of Restrictive Covenants, including the terms and provisions thereof;

Recording Date: November 8, 2007
Recording No.: 2007-095506

Declaration of Restrictions, including the terms and provisions thereof;

Recording Date: August 11, 2008
Recording No.: 2008-056541

Exchange No. 173851-KI

NOTICE TO BUYER

You are hereby notified, pursuant to Treas Reg §1.1031(k)-1(g)(4)(v), that the Purchase Agreement has been assigned by Exchanger to Beutler Exchange Group, LLC, an Oregon limited liability company, solely for the purpose of facilitating an IRC §1031 exchange.

Buyer hereby acknowledges receipt of this Notice:

Wilsonville Investment Properties, LLC

By DocuSigned by:
Ralph W House
5E484B0ADA1B48D...
Its Manager

Relinquished Property: Vacant SW Towncenter Loop W, Wilsonville, OR

In the event that Buyer has not signed above, I acknowledge that I delivered a copy of this Notice to Buyer on ____ day of _____, 20 ____.

Michelle Couch, Fidelity National Title



Fidelity National Title
Company of Oregon

**EXCHANGOR INSTRUCTIONS
(Accommodator as Seller)
Direct Deed to Buyer**

Michelle Couch, Senior Escrow Officer
Fidelity National Title Company of Oregon
5400 SW Meadows Road, Suite 100
Lake Oswego, OR 97035
Phone: (503)684-9236 Fax: (503)684-7274

Date: November 10, 2017
Escrow No.: 45141715074-MC

The undersigned Exchangor hands you herewith a duly executed deed in favor of:

Wilsonville Investment Properties, LLC

Which you may use at the direction of our accommodator:

Beutler Exchange Group, LLC

which is pursuant to an agreement between the above Accommodator and the undersigned as Exchangor. Said agreement is outside your escrow and you shall have no liability nor responsibility in connection with the agreement between the parties.

The EXCHANGOR also hands you:

Exchange Documents and Agreements

The undersigned Exchangor instructs you to use and/or deliver said deed at the direction of our Accommodator. The undersigned has reviewed the instructions given by Accommodator and hereby approves them. All consideration between the accommodator and the undersigned for this deed is pursuant to the exchange agreement and no cash is due the undersigned (unless so instructed by the accommodator).

It is acknowledged that Escrow Agent has made no representations as to the transaction's qualifications under Section 1031 of the IRC and the parties have sought their own counsel in regard to the tax implications of this transaction. Parties hereby hold Escrow Agent harmless in connection therewith.

IT IS UNDERSTOOD BY THE PARTIES SIGNING THE ABOVE INSTRUCTIONS OR THOSE ESCROW INSTRUCTIONS WHICH ARE ATTACHED HERETO THAT SUCH INSTRUCTIONS CONSTITUTE THE WHOLE AGREEMENT BETWEEN THIS FIRM AS AN ESCROW AGENT AND YOU AS A PRINCIPAL TO THE ESCROW TRANSACTION. THESE INSTRUCTIONS MAY NOT INCLUDE ALL OF THE TERMS OF THE AGREEMENT WHICH IS THE SUBJECT OF THIS ESCROW. READ THESE INSTRUCTIONS CAREFULLY, AND DO NOT SIGN THEM UNLESS THEY ARE ACCEPTABLE TO YOU.

EXCHANGOR INSTRUCTIONS

(continued)

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

DocuSigned by:
Ralph W House
5E484B0ADA1B48D... Signature
Ralph W. House

Print Name

11/15/2017

Date
Address: _____

Phone: _____
Email: _____

Signature

Print Name

Date
Address: _____

Phone: _____
Email: _____

Fidelity National Title Company of Oregon

By: _____

Date



READ AND APPROVED
BY RW
BY _____

JLL
1120 NW Couch Street, Suite 500
Portland, OR 97209
tel +1 503 972 8000 fax +1 503 972 8001

NOTICE OF DEMAND FOR REAL ESTATE COMMISSION

**TO: Michelle Couch
Fidelity National Title
5400 Meadows Rd, Ste 100
Lake Oswego, OR 97035**

RE: Wilsonville Land – Eye Health NW

Your Escrow Number: (45141715074)

The undersigned states that such broker has a written agreement with the Seller to the transaction referred to above, and that Seller will pay the broker a commission on account of that transaction. The commission amount is **(\$43,158.75) forty three thousand one hundred fifty eight dollars and seventy-five cents** and is to be paid on the following terms:

(\$43,158.75) to be paid to Jones Lang LaSalle

Demand is hereby made that the commission be paid in that amount and on those terms, out of escrow and as a part of your closing of that transaction.

Regards,

**Charlie Floberg
Jones Lang LaSalle Brokerage, Inc.**

WIRE TRANSFER INSTRUCTIONS

Wire Reference: Charlie Floberg Deal# 271072

Wire Transfer Instructions

Bank Name: BMO Harris Bank N.A.
111 West Monroe Street
Chicago, IL 60603

Bank ABA Number: 071-000-288

Credit Account Number: 320-510-1

Jones Lang LaSalle

Tax ID #

Reference : Please include identifying info, such as invoice #, deal name, broker, market, project #, or address



READ AND APPROVED
BY _____
BY _____

6650 SW Redwood Lane, Suite 330, Portland, OR 97224 | Ph: 503-675-0900 | Fx: 503-675-0948 | www.barnardcommercial.com

November 1, 2017

Michelle Couch, Escrow Officer
Fidelity National Title
5400 Meadows Road, #100
Lake Oswego, OR 97035

Re: Commission Demand for Town Center Investments, LLC sale to Eye Health Northwest, P.C.

Dear Michelle,

Please send upon closing and in accordance with the PSA, \$43,158.75 to Barnard Commercial Real Estate.

Address:
Barnard Commercial Real Estate
6650 SW Redwood Lane, Suite 330
Portland, OR 97224

Thank you!

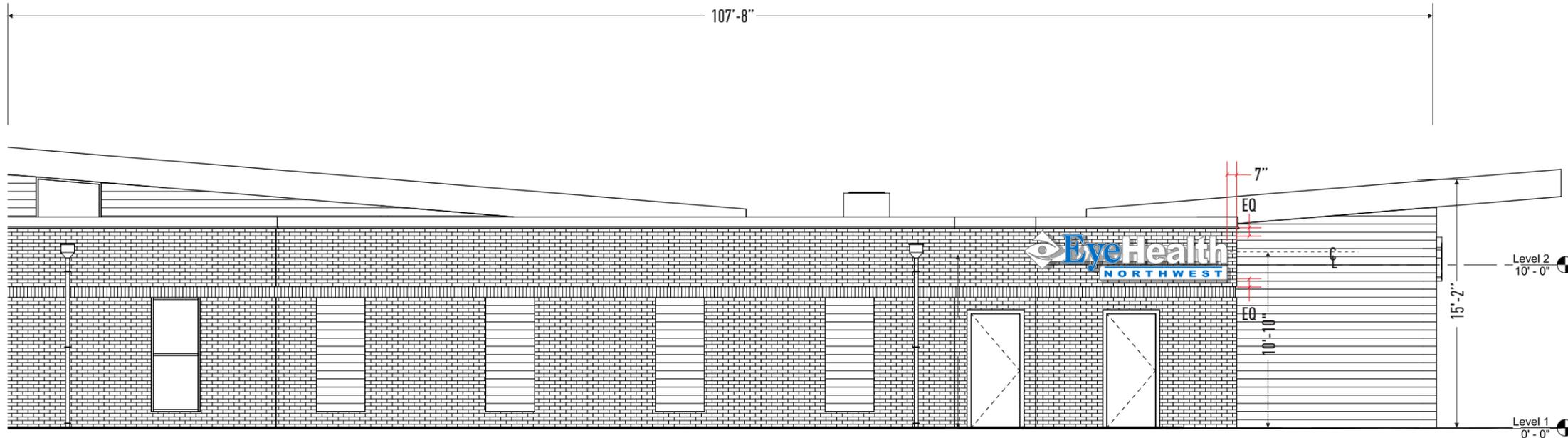
Sincerely,

BARNARD COMMERCIAL REAL ESTATE

Craig Barnard

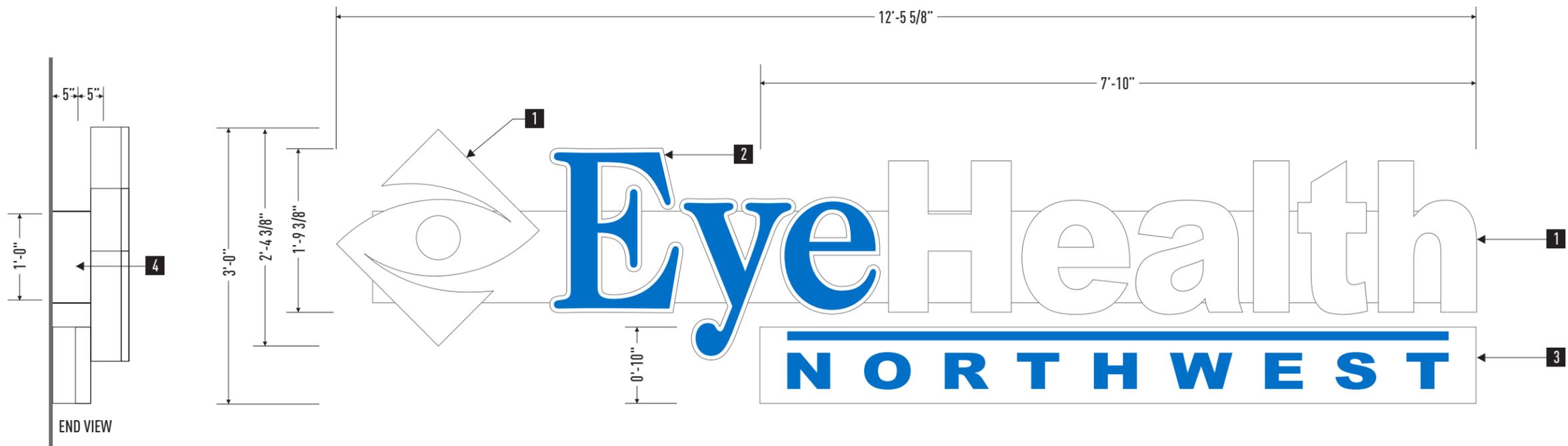
Craig Barnard
President/Principal Broker
www.barnardcommercial.com

EXTERIOR | PAN CHANNEL LETTERS



A PAN CHANNEL LETTERS - NORTH ELEVATION
Scale: 1/8" = 1'-0"

81.65 SQUARE FOOT ALLOWANCE



A PAN CHANNEL LETTERS - 37.41 Sq. Ft.
Scale: 3/4" = 1'-0"

2424 SE Holgate Boulevard
Portland, Oregon 97202
503-232-4172

SECURITY SIGNS
Quality Since 1925

securitysigns.com

OR CCB# 122809
WA SECURS1020CF

INTERNATIONAL SIGN ASSOCIATION | WSA | NORTHWEST SIGN COUNCIL

Account Manager: Dylan Martin

Project Name
EyeHealth NORTHWEST

29710 Town Center Loop West
Wilsonville, OR 97070

Sign Type A
Illuminated.
Manufacture and install one (1) set of Pan Channel Letters.

- 1 CHANNEL WRAP LOGO & HEALTH**
Faces: .177" White acrylic
Trim Cap: 1" White Jewelite
Returns: .040 aluminum, 5" deep, White
Backs: .040 aluminum, pre-coat white
Illumination: White LEDs
- 2 EYE**
Face: .177" White acrylic w/ 3M Intense Blue Vinyl 2230-127
Trim Cap: 1" White Jewelite
Returns: .040 aluminum, 5" deep, White
Backs: .040 aluminum, pre-coat white
Illumination: White LEDs
- 3 CHANNEL WRAP CABINET**
Face: .177" White acrylic w/ 3M Intense Blue Vinyl 2230-127
Trim Cap: 2" White Jewelite
Returns: .040 aluminum, 5" deep, White
Backs: .040 aluminum, pre-coat white
Illumination: White LEDs

4 Raceway
Construction: fabricated aluminum 5" deep paint to match wall color. Color TBD.

INSTALLATION
Wall Type: Brick
Mounting: Flush mount to building fascia with 3/8" fasteners, see section details
Power Supplies: Raceway mounted
Primary: One dedicated 120v/20amp circuit for sign(s) that supplies no other loads

Client Approval: _____
Landlord Approval: _____

COLORS

- 3M 230-127 INTENSE BLUE
- WHITE ACRYLIC
- BUILDING WALL COLOR (TBD)

CITY CODE ALLOWANCE
5% OF BUILDING WALL AREA
24" TALL LETTERS MAX . PG. 32 of MSP

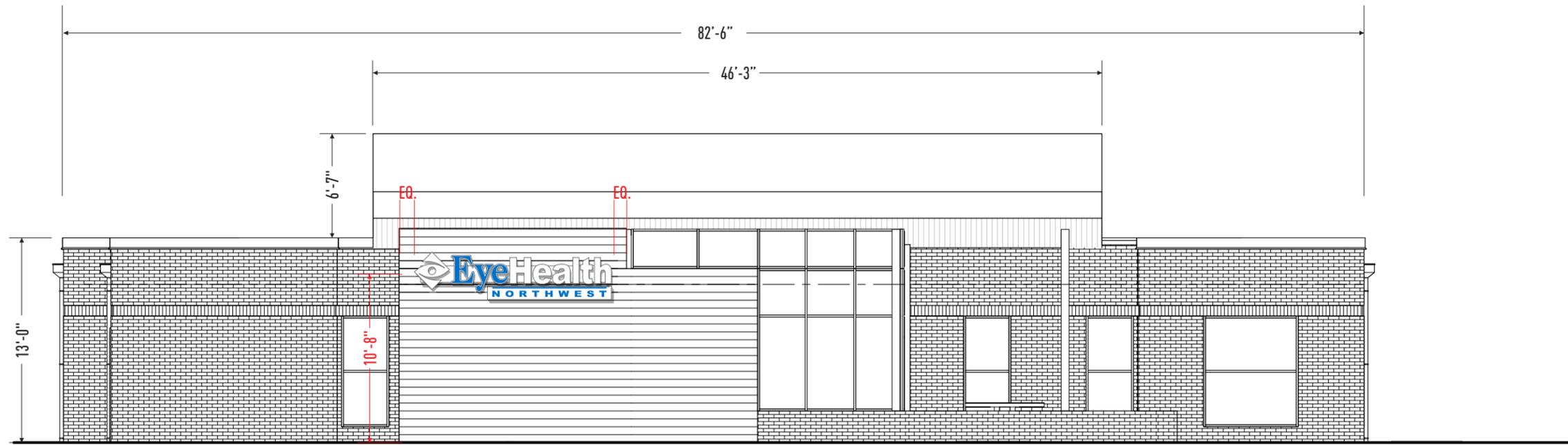
NOTE(S): SURVEY REQUIRED

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This sign is intended to be installed in accordance with the requirements of Article 600 of the National Electrical Code and/or other applicable local codes. This includes proper grounding and bonding of the sign.

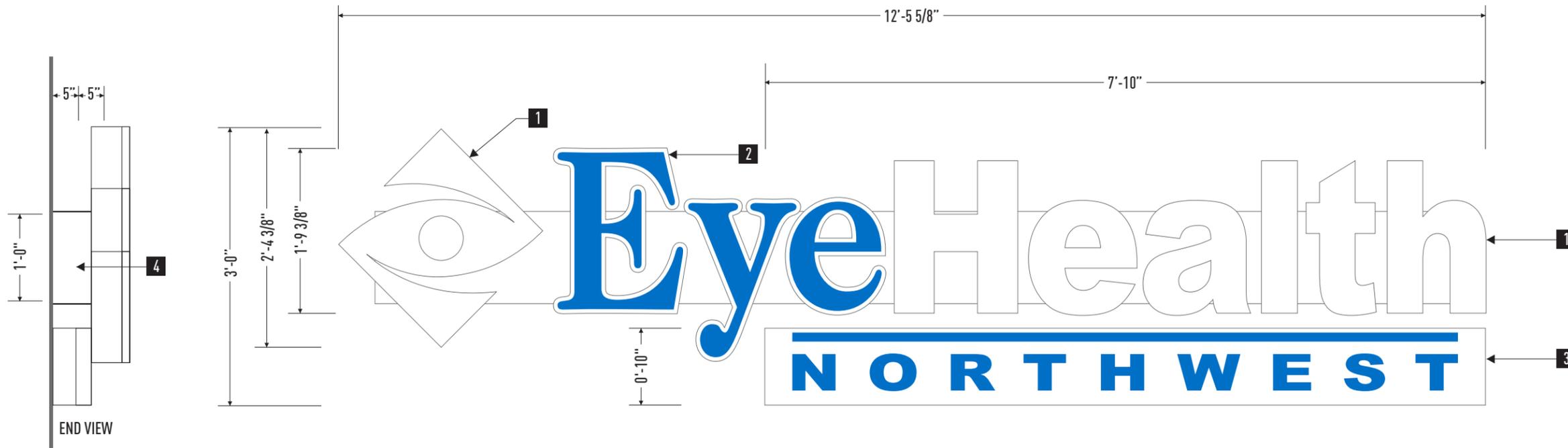
Date: 05.03.2018
Drawing: 18-rr122r2
Sheet: 1 of 6

EXTERIOR | PAN CHANNEL LETTERS



B PAN CHANNEL LETTERS - WEST ELEVATION
Scale: 1/8" = 1'-0"

68.84 SQUARE FOOT ALLOWANCE



B PAN CHANNEL LETTERS - 37.41 Sq. Ft.
Scale: 3/4" = 1'-0"

2424 SE Holgate Boulevard
Portland, Oregon 97202
503-232-4172

SECURITY SIGNS
Quality Since 1925

securitysigns.com

OR CCB# 122809
WA SECURS1020CF

INTERNATIONAL SIGN ASSOCIATION | WSA | NORTHWEST SIGN COUNCIL

Account Manager: Dylan Martin

Project Name
EyeHealth NORTHWEST

29710 Town Center Loop West
Wilsonville, OR 97070

Sign Type B
Illuminated.
Manufacture and install one (1) set of Pan Channel Letters.

1 CHANNEL WRAP LOGO & HEALTH
Faces: .177" White acrylic
Trim Cap: 1" White Jewelite
Returns: .040 aluminum, 5" deep, White
Backs: .040 aluminum, pre-coat white
Illumination: White LEDs

2 EYE
Face: .177" White acrylic w/ 3M Intense Blue Vinyl 2230-127
Trim Cap: 1" White Jewelite
Returns: .040 aluminum, 5" deep, White
Backs: .040 aluminum, pre-coat white
Illumination: White LEDs

3 CHANNEL WRAP CABINET
Face: .177" White acrylic w/ 3M Intense Blue Vinyl 2230-127
Trim Cap: 2" White Jewelite
Returns: .040 aluminum, 5" deep, White
Backs: .040 aluminum, pre-coat white
Illumination: White LEDs

4 Raceway
Construction: fabricated aluminum 5" deep paint to match wall color. Color TBD.

INSTALLATION
Wall Type: Verify
Mounting: Flush mount to building fascia with 3/8" fasteners, see section details
Power Supplies: Raceway mounted
Primary: One dedicated 120v/20amp circuit for sign(s) that supplies no other loads

Client Approval: _____

Landlord Approval: _____

COLORS

3M 230-127 INTENSE BLUE

WHITE ACRYLIC

BUILDING WALL COLOR (TBD)

CITY CODE ALLOWANCE

5% OF BUILDING WALL AREA
24" TALL LETTERS MAX . PG. 32 of MSP

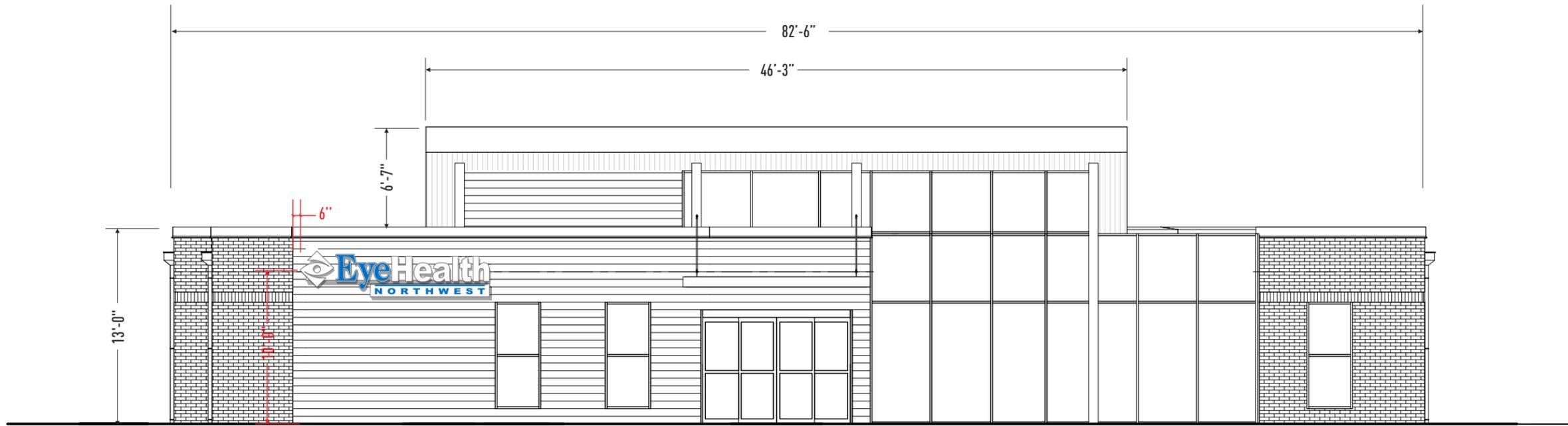
NOTE(S): SURVEY REQUIRED

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This sign is intended to be installed in accordance with the requirements of Article 600 of the National Electrical Code and/or other applicable local codes. This includes proper grounding and bonding of the sign.

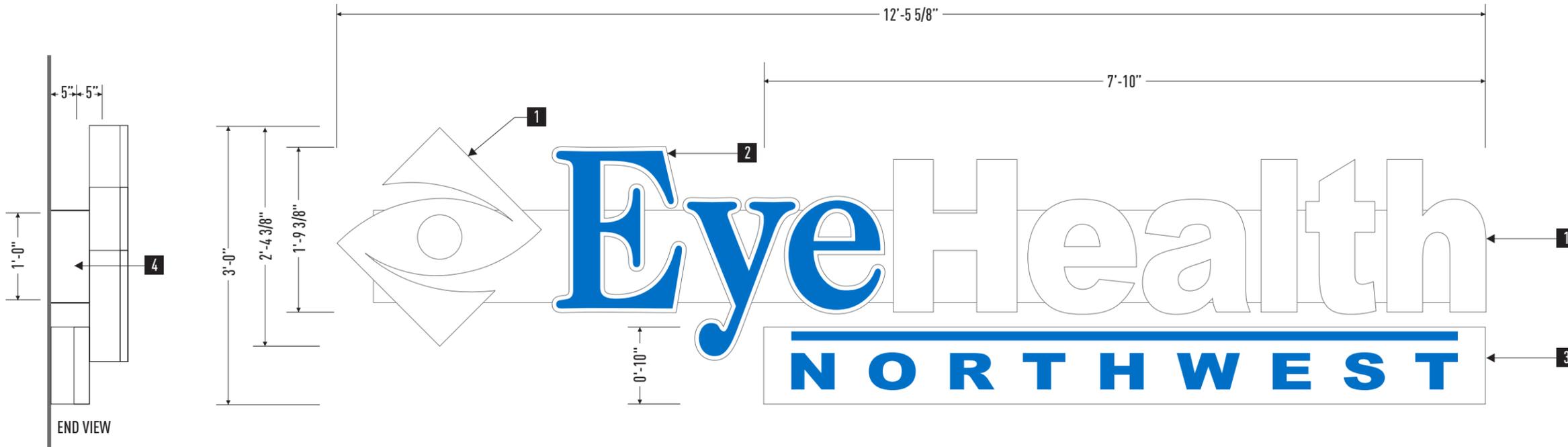
Date: 05.03.2018
Drawing: 18-rr122r2
Sheet: 2 of 6

EXTERIOR | PAN CHANNEL LETTERS



C PAN CHANNEL LETTERS - EAST ELEVATION
Scale: 1/8" = 1'-0"

68.84 SQUARE FOOT ALLOWANCE



C PAN CHANNEL LETTERS - 37.41 Sq. Ft.
Scale: 3/4" = 1'-0"

2424 SE Holgate Boulevard
Portland, Oregon 97202
503-232-4172

SECURITY SIGNS
Quality Since 1925

securitysigns.com

OR CCB# 122809
WA SECURS1020CF

INTERNATIONAL SIGN ASSOCIATION | WSA | NORTHWEST SIGN COUNCIL

Account Manager: Dylan Martin

Project Name
EyeHealth NORTHWEST

29710 Town Center Loop West
Wilsonville, OR 97070

Sign Type C
Illuminated.
Manufacture and install one (1) set of Pan Channel Letters.

- 1 CHANNEL WRAP LOGO & HEALTH**
Faces: .177" White acrylic
Trim Cap: 1" White Jewelite
Returns: .040 aluminum, 5" deep, White
Backs: .040 aluminum, pre-coat white
Illumination: White LEDs
- 2 EYE**
Face: .177" White acrylic w/ 3M Intense Blue Vinyl 2230-127
Trim Cap: 1" White Jewelite
Returns: .040 aluminum, 5" deep, White
Backs: .040 aluminum, pre-coat white
Illumination: White LEDs
- 3 CHANNEL WRAP CABINET**
Face: .177" White acrylic w/ 3M Intense Blue Vinyl 2230-127
Trim Cap: 2" White Jewelite
Returns: .040 aluminum, 5" deep, White
Backs: .040 aluminum, pre-coat white
Illumination: White LEDs

4 Raceway
Construction: fabricated aluminum 5" deep paint to match wall color. Color TBD.

INSTALLATION
Wall Type: Verify
Mounting: Flush mount to building fascia with 3/8" fasteners, see section details
Power Supplies: Raceway mounted
Primary: One dedicated 120v/20amp circuit for sign(s) that supplies no other loads

Client Approval: _____
Landlord Approval: _____

Account Manager: Dylan Martin

Project Name

29710 Town Center Loop West
Wilsonville, OR 97070



NIGHT VIEW TYPICAL
Scale:NTS

Client Approval: _____

Landlord Approval: _____

COLORS

CITY CODE ALLOWANCE

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 This sign is intended to be installed in accordance with the requirements of Article 600 of the National Electrical Code and/or other applicable local codes. This includes proper grounding and bonding of the sign.

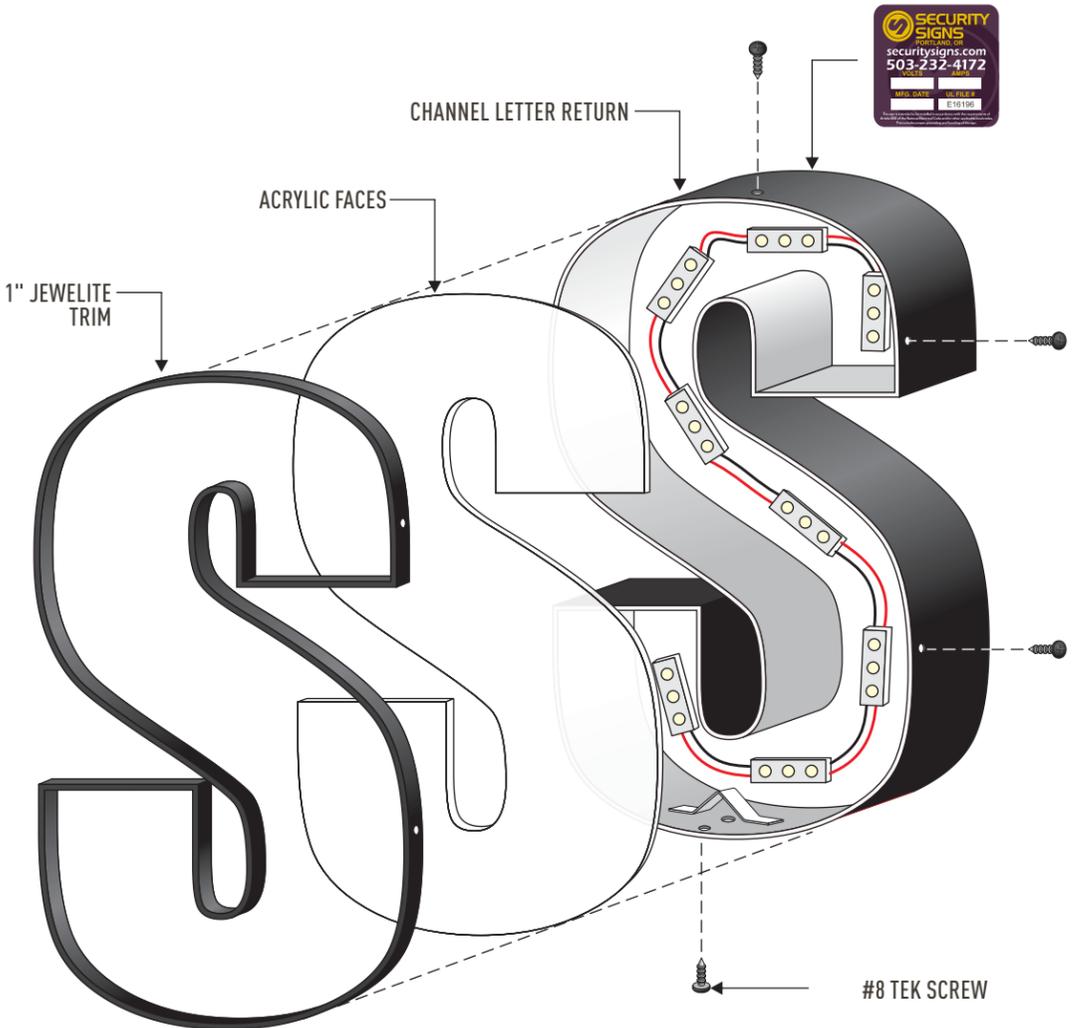
Date: 05.03.2018
Drawing: 18-rr122r2
Sheet: 4 of 6

BRICK WALL | CHANNEL LETTERS ON RACEWAY

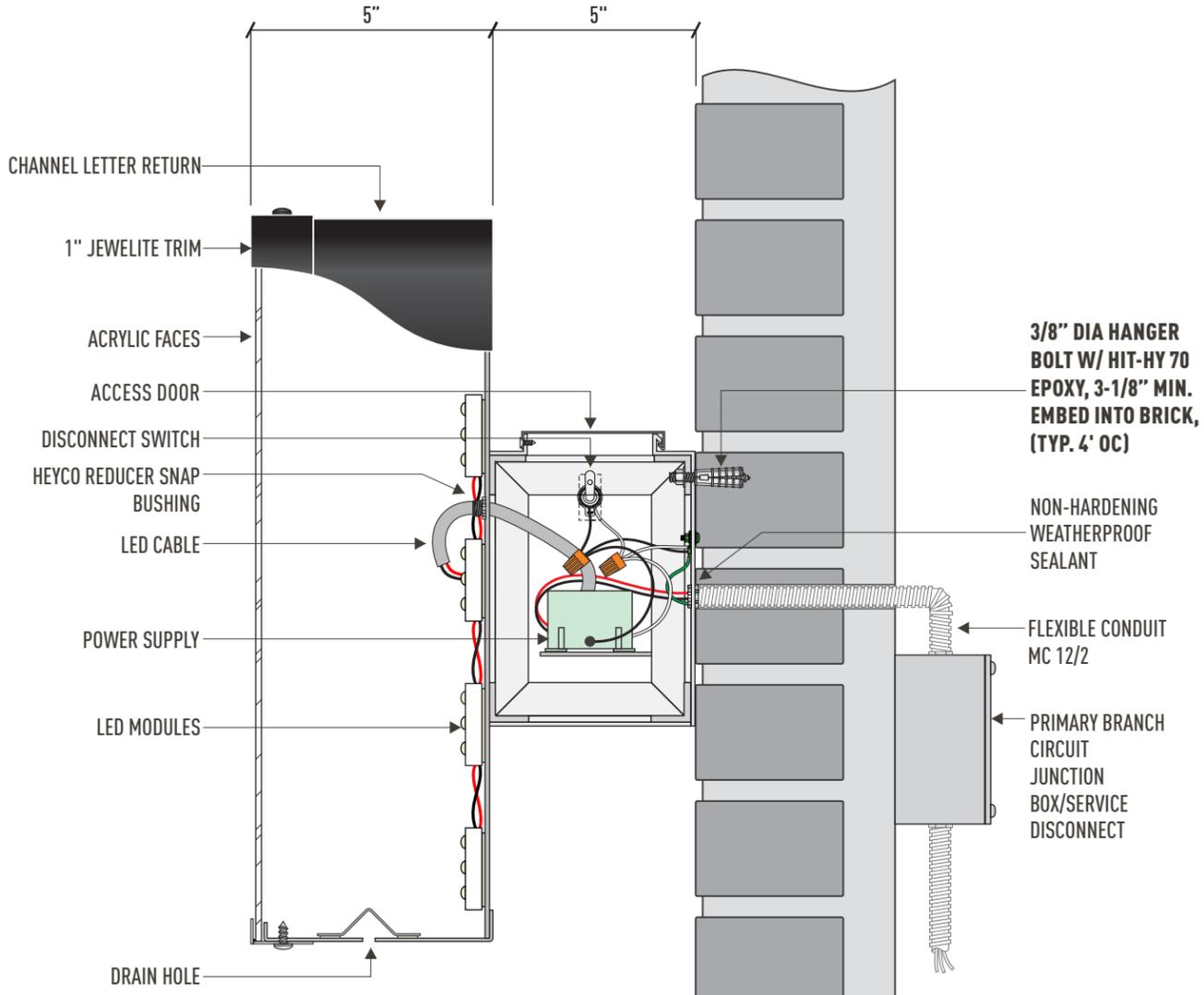


Account Manager: Dylan Martin

Project Name
EyeHealth
NORTHWEST
29710 Town Center Loop West
Wilsonville, OR 97070



EXPLODED VIEW: STANDARD FACE LIT CHANNEL LETTER



SIDE VIEW: STANDARD FACE LIT CHANNEL LETTER ON RACEWAY

Client Approval: _____

Landlord Approval: _____

COLORS

CITY CODE ALLOWANCE

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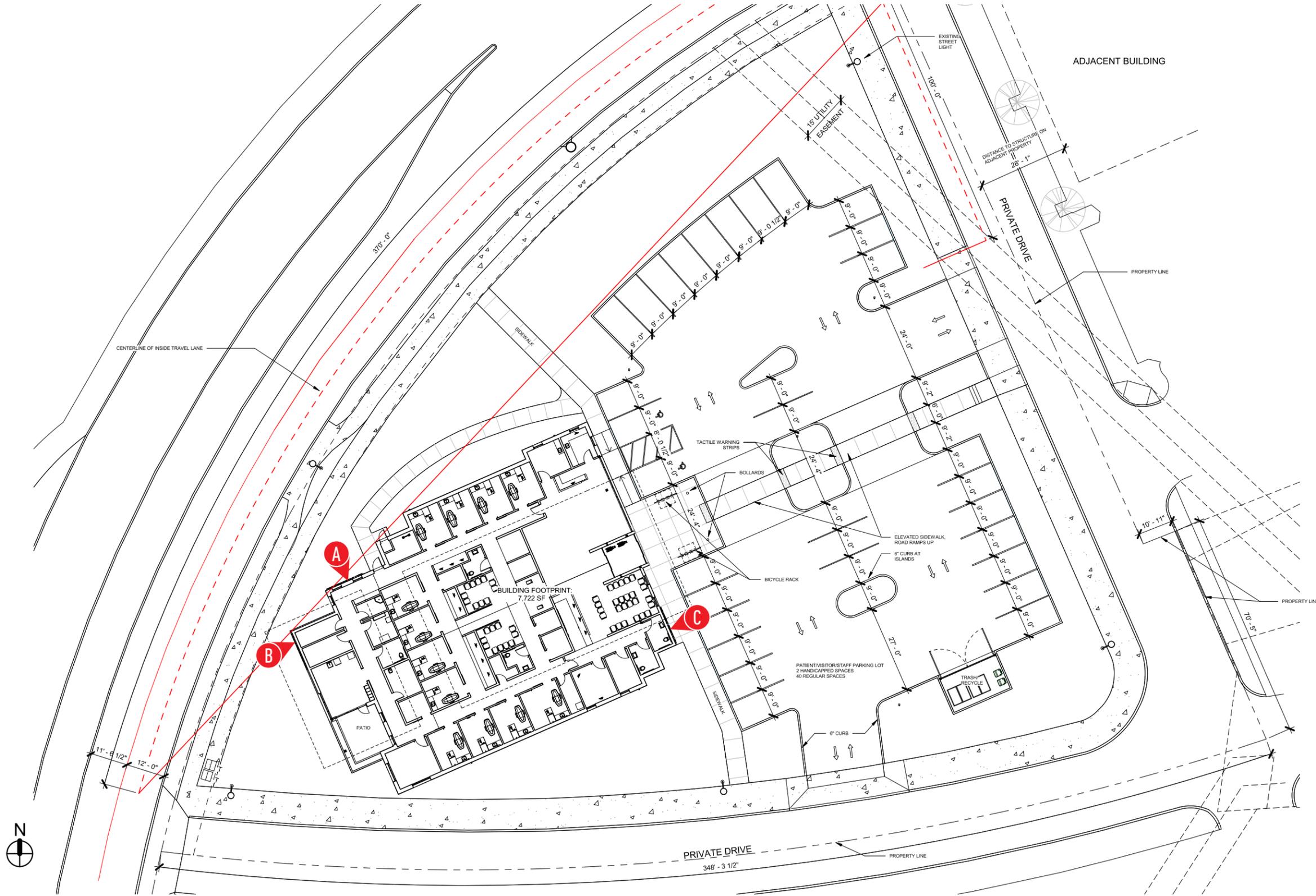
This sign is intended to be installed in accordance with the requirements of Article 600 of the National Electrical Code and/or other applicable local codes. This includes proper grounding and bonding of the sign.

Date: 05.03.2018

Drawing: 18-rr122r2

Sheet: 5 of 6

SITE PLAN



SITE PLAN
Scale: 1/64" = 1'-0"



Account Manager: Dylan Martin

Project Name
EyeHealth
NORTHWEST
29710 Town Center Loop West
Wilsonville, OR 97070

Client Approval: _____

Landlord Approval: _____

COLORS

CITY CODE ALLOWANCE

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This sign is intended to be installed in accordance with the requirements of Article 600 of the National Electrical Code and/or other applicable local codes. This includes proper grounding and bonding of the sign.

Date: 05.03.2018

Drawing: 18-rr122r2

Sheet: 6 of 6



D-Series Size 0 LED Area Luminaire



Catalog Number
Notes
Type

Hit the Tab key or mouse over the page to see all interactive elements.

A+ Capable Luminaire

This item is an A+ capable luminaire, which has been designed and tested to provide consistent color appearance and system-level interoperability.

- All configurations of this luminaire meet the Acuity Brands' specification for chromatic consistency
- This luminaire is A+ Certified when ordered with DTL® controls marked by a **shaded background**. DTL DLL equipped luminaires meet the A+ specification for luminaire to photocontrol interoperability¹
- This luminaire is part of an A+ Certified solution for ROAM® or XPoint™ Wireless control networks, providing out-of-the-box control compatibility with simple commissioning, when ordered with drivers and control options marked by a **shaded background**¹

To learn more about A+, visit www.acuitybrands.com/aplus.

- See ordering tree for details.
- A+ Certified Solutions for ROAM require the order of one ROAM node per luminaire. Sold Separately: [Link to Roam](#); [Link to DTL DLL](#)

Specifications

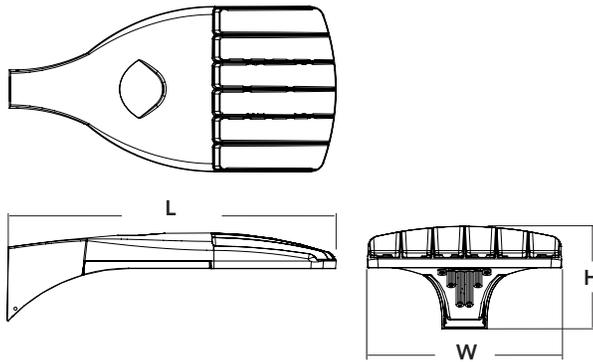
EPA: 0.95 ft²
(.09 m²)

Length: 26"
(66.0 cm)

Width: 13"
(33.0 cm)

Height: 7"
(17.8 cm)

Weight (max): 16 lbs
(7.25 kg)



A+ Capable options indicated by this color background.

Ordering Information

EXAMPLE: DSX0 LED P6 40K T3M MVOLT SPA DDBXD

Series	LEDs	Color temperature	Distribution	Voltage	Mounting
DSX0 LED	Forward optics P1 P4 P7 P2 P5 P3 P6 Rotated optics P10 ¹ P12 ¹ P11 ¹ P13 ¹	30K 3000 K 40K 4000 K 50K 5000 K AMBPC Amber phosphor converted ²	T1S Type I short T2S Type II short T2M Type II medium T3S Type III short T3M Type III medium T4M Type IV medium TFTM Forward throw medium TSVS Type V very short T5S Type V short T5M Type V medium T5W Type V wide BLC Backlight control ^{2,3} LCCO Left corner cutoff ³ RCCO Right corner cutoff ³	MVOLT ⁴ 120 ⁵ 208 ⁵ 240 ⁵ 277 ⁵ 347 ^{5,6} 480 ^{5,6}	Shipped included SPA Square pole mounting RPA Round pole mounting WBA Wall bracket SPUMBA Square pole universal mounting adaptor ⁷ RPUMBA Round pole universal mounting adaptor ⁷ Shipped separately KMA8 DDBXD U Mast arm mounting bracket adaptor (specify finish) ⁸

Control options	Other options	Finish (required)
Shipped installed PER NEMA twist-lock receptacle only (control ordered separate) ⁹ PER5 Five-wire receptacle only (control ordered separate) ^{9,10} PER7 Seven-wire receptacle only (control ordered separate) ^{9,10} DMG 0-10V dimming extend out back of housing for external control (control ordered separate) PIR Bi-level, motion/ambient sensor, 8-15' mounting height, ambient sensor enabled at 5fc ^{11,12} PIRH Bi-level, motion/ambient sensor, 15-30' mounting height, ambient sensor enabled at 5fc ^{11,12} PIR1FC3V Bi-level, motion/ambient sensor, 8-15' mounting height, ambient sensor enabled at 1fc ^{11,12}	PIRH1FC3V Bi-level, motion/ambient sensor, 15-30' mounting height, ambient sensor enabled at 1fc ^{11,12} BL30 Bi-level switched dimming, 30% ^{13,14} BL50 Bi-level switched dimming, 50% ^{13,14} PNMTDD3 Part night, dim till dawn ¹⁵ PNMT5D3 Part night, dim 5 hrs ¹⁵ PNMT6D3 Part night, dim 6 hrs ¹⁵ PNMT7D3 Part night, dim 7 hrs ¹⁵ FAO Field adjustable output ¹⁶	Shipped installed HS House-side shield ¹⁷ SF Single fuse (120, 277, 347V) ⁵ DF Double fuse (208, 240, 480V) ⁵ L90 Left rotated optics ¹ R90 Right rotated optics ¹ DDL Diffused drop lens ¹⁷ Order separately BS Bird spikes EGS External glare shield



Ordering Information

Accessories

Ordered and shipped separately.

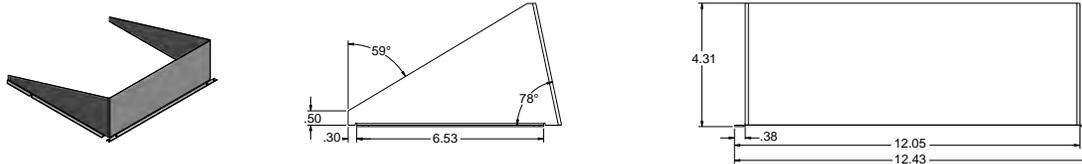
DLL127F 1.5 JU	Photocell - SSL twist-lock (120-277V) ¹⁸
DLL347F 1.5 CUL JU	Photocell - SSL twist-lock (347V) ¹⁸
DLL480F 1.5 CUL JU	Photocell - SSL twist-lock (480V) ¹⁸
DSHORT SBK U	Shorting cap ¹⁸
DSX0HS 20C U	House-side shield for 20 LED unit ¹⁷
DSX0HS 30C U	House-side shield for 30 LED unit ¹⁷
DSX0HS 40C U	House-side shield for 40 LED unit ¹⁷
DSX0DDL U	Diffused drop lens (polycarbonate) ¹⁷
PUMBA DDBXD U*	Square and round pole universal mounting bracket adaptor (specify finish) ¹⁹
KMA8 DDBXD U	Mast arm mounting bracket adaptor (specify finish) ²

For more control options, visit [DTL](#) and [ROAM](#) online.

NOTES

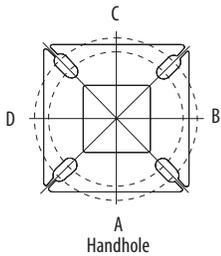
- P10, P11, P12 and P13 and rotated options (L90 or R90) only available together.
- AMBPC is not available with BLC, LCCO, RCCO, P4, P7 or P13.
- Not available with HS or DDL.
- MVOLT driver operates on any line voltage from 120-277V (50/60 Hz).
- Single fuse (SF) requires 120V, 277V or 347V. Double fuse (DF) requires 208V, 240V or 480V.
- Not available in P4, P7 or P13. Not available with BL30, BL50 or PNMT options.
- Existing drilled pole only. Available as a separate combination accessory; for retrofit use only: PUMBA (finish) U; 1.5 G vibration load rating per ANCI C136.31.
- Must order fixture with SPA mounting. Must be ordered as a separate accessory; see Accessories information. For use with 2-3/8" mast arm (not included).
- Photocell ordered and shipped as a separate line item from Acuity Brands Controls. See accessories. Shorting Cap included.
- If ROAM® node required, it must be ordered and shipped as a separate line item from Acuity Brands Controls. Shorting Cap included.
- Reference Motion Sensor table on page 3.
- Reference PER Table on page 3 to see functionality.
- Requires (2) separately switched circuits.
- Not available with 347V, 480V or PNMT. For PER5 or PER7 see PER Table on page 3.
- Not available with 347V, 480V, BL30 and BL50. For PER5 or PER7 see PER Table on page 3. Separate Dusk to Dawn required.
- Not available with other dimming controls options.
- Not available with BLC, LCCO and RCCO distribution. Also available as a separate accessory; see Accessories information.
- Requires luminaire to be specified with PER, PER5 or PER7 option. See PER Table on page 3.
- For retrofit use only.

External Glare Shield



Drilling

HANDHOLE ORIENTATION



Tenon Mounting Slipfitter**

Tenon O.D.	Single Unit	2 at 180°	2 at 90°	3 at 120°	3 at 90°	4 at 90°
2-3/8"	AST20-190	AST20-280	AST20-290	AST20-320	AST20-390	AST20-490
2-7/8"	AST25-190	AST25-280	AST25-290	AST25-320	AST25-390	AST25-490
4"	AST35-190	AST35-280	AST35-290	AST35-320	AST35-390	AST35-490

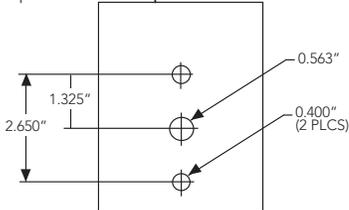
Pole drilling nomenclature: # of heads at degree from handhole (default side A)

DM19AS	DM28AS	DM29AS	DM32AS	DM39AS	DM49AS
1 @ 90°	2 @ 280°	2 @ 90°	3 @ 120°	3 @ 90°	4 @ 90°
Side B	Side B & D	Side B & C	Round pole only	Side B, C, & D	Sides A, B, C, D

Note: Review luminaire spec sheet for specific nomenclature

Template #8

Top of Pole



Pole top or tenon O.D.	4.5" @ 90°	4" @ 90°	3.5" @ 90°	3" @ 90°	4.5" @ 120°	4" @ 120°	3.5" @ 120°	3" @ 120°
DSX SPA	Y	Y	Y	N	-	-	-	-
DSX RPA	Y	Y	N	N	Y	Y	Y	Y
DSX SPUMBA	Y	N	N	N	-	-	-	-
DSX RPUMBA	N	N	N	N	Y	Y	Y	N

*3 fixtures @ 120 require round pole top/tenon.

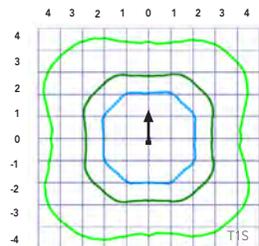
Photometric Diagrams

To see complete photometric reports or download .ies files for this product, visit Lithonia Lighting's [D-Series Area Size 0 homepage](#).

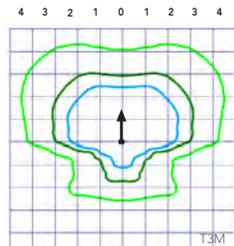
Isofootcandle plots for the DSX0 LED 40C 1000 40K. Distances are in units of mounting height (20').

LEGEND

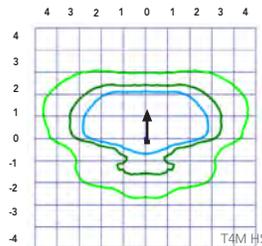
- 0.1 fc
- 0.5 fc
- 1.0 fc



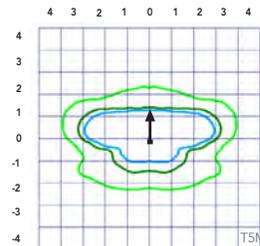
Test No. LTL23457P25 tested in accordance with IESNA LM-79-08.



Test No. LTL23457P25 tested in accordance with IESNA LM-79-08.



Test No. LTL23456P25 tested in accordance with IESNA LM-79-08.



Test No. LTL23451P25 tested in accordance with IESNA LM-79-08.



Performance Data

Lumen Ambient Temperature (LAT) Multipliers

Use these factors to determine relative lumen output for average ambient temperatures from 0-40°C (32-104°F).

Ambient		Lumen Multiplier
0°C	32°F	1.04
5°C	41°F	1.04
10°C	50°F	1.03
15°C	59°F	1.02
20°C	68°F	1.01
25°C	77°F	1.00
30°C	86°F	0.99
35°C	95°F	0.98
40°C	104°F	0.97

Projected LED Lumen Maintenance

Data references the extrapolated performance projections for the platforms noted in a **25°C ambient**, based on 10,000 hours of LED testing (tested per IESNA LM-80-08 and projected per IESNA TM-21-11).

To calculate LLF, use the lumen maintenance factor that corresponds to the desired number of operating hours below. For other lumen maintenance values, contact factory.

Operating Hours	25000	50000	100000
Lumen Maintenance Factor	0.96	0.92	0.85

Electrical Load

	Performance Package	LED Count	Drive Current	Wattage	Current (A)					
					120	208	240	277	347	480
Forward Optics (Non-Rotated)	P1	20	530	38	0.32	0.18	0.15	0.15	0.10	0.08
	P2	20	700	49	0.41	0.23	0.20	0.19	0.14	0.11
	P3	20	1050	71	0.60	0.37	0.32	0.27	0.21	0.15
	P4	20	1400	92	0.77	0.45	0.39	0.35	0.28	0.20
	P5	40	700	89	0.74	0.43	0.38	0.34	0.26	0.20
	P6	40	1050	134	1.13	0.65	0.55	0.48	0.39	0.29
	P7	40	1300	166	1.38	0.80	0.69	0.60	0.50	0.37
Rotated Optics (Requires L90 or R90)	P10	30	530	53	0.45	0.26	0.23	0.21	0.16	0.12
	P11	30	700	72	0.60	0.35	0.30	0.27	0.20	0.16
	P12	30	1050	104	0.88	0.50	0.44	0.39	0.31	0.23
	P13	30	1300	128	1.08	0.62	0.54	0.48	0.37	0.27

Motion Sensor Default Settings

Option	Dimmed State	High Level (when triggered)	Photocell Operation	Dwell Time	Ramp-up Time	Ramp-down Time
PIR or PIRH	3V (37%) Output	10V (100%) Output	Enabled @ 5FC	5 min	3 sec	5 min
*PIR1FC3V or PIRH1FC3V	3V (37%) Output	10V (100%) Output	Enabled @ 1FC	5 min	3 sec	5 min

*for use with Inline Dusk to Dawn or timer.

PER Table

Control	PER (3 wire)	PER5 (5 wire)		PER7 (7 wire)	
		Wire 4/Wire5	Wire 4/Wire5	Wire 4/Wire5	Wire 6/Wire7
Photocontrol Only (On/Off)	✓	⚠	⚠	⚠	⚠
ROAM	⊘	✓	⚠	⚠	⚠
ROAM with Motion (ROAM on/off only)	⊘	⚠	⚠	⚠	⚠
Future-proof*	⊘	⚠	✓	✓	⚠
Future-proof* with Motion	⊘	⚠	✓	✓	⚠

✓	Recommended
⊘	Will not work
⚠	Alternate

*Future-proof means: Ability to change controls in the future.

Performance Data

Lumen Output

Lumen values are from photometric tests performed in accordance with IESNA LM-79-08. Data is considered to be representative of the configurations shown, within the tolerances allowed by Lighting Facts. Contact factory for performance data on any configurations not shown here.

Forward Optics																												
LED Count	Drive Current	Power Package	System Watts	Dist. Type	30K (3000 K, 70 CRI)					40K (4000 K, 70 CRI)					50K (5000 K, 70 CRI)					AMBPC (Amber Phosphor Converted)								
					Lumens	B	U	G	LPW	Lumens	B	U	G	LPW	Lumens	B	U	G	LPW	Lumens	B	U	G	LPW				
20	530	P1	38W	T1S	4,369	1	0	1	115	4,706	1	0	1	124	4,766	1	0	1	125	2,541	1	0	1	73				
				T2S	4,364	1	0	1	115	4,701	1	0	1	124	4,761	1	0	1	125	2,589	1	0	1	74				
				T2M	4,387	1	0	1	115	4,726	1	0	1	124	4,785	1	0	1	126	2,539	1	0	1	73				
				T3S	4,248	1	0	1	112	4,577	1	0	1	120	4,634	1	0	1	122	2,558	1	0	1	73				
				T3M	4,376	1	0	1	115	4,714	1	0	1	124	4,774	1	0	1	126	2,583	1	0	1	74				
				T4M	4,281	1	0	1	113	4,612	1	0	2	121	4,670	1	0	2	123	2,570	1	0	1	73				
				TFTM	4,373	1	0	1	115	4,711	1	0	2	124	4,771	1	0	2	126	2,540	1	0	1	73				
				TSVS	4,548	2	0	0	120	4,900	2	0	0	129	4,962	2	0	0	131	2,650	1	0	0	76				
				TSS	4,552	2	0	0	120	4,904	2	0	0	129	4,966	2	0	0	131	2,690	1	0	0	77				
				TSM	4,541	3	0	1	120	4,891	3	0	1	129	4,953	3	0	1	130	2,658	2	0	0	76				
				TSW	4,576	3	0	2	120	4,929	3	0	2	130	4,992	3	0	2	131	2,663	2	0	1	73				
				BLC	3,586	1	0	1	94	3,863	1	0	1	102	3,912	1	0	1	103									
				LCCO	2,668	1	0	1	70	2,874	1	0	2	76	2,911	1	0	2	77									
				RCCO	2,668	1	0	1	70	2,874	1	0	2	76	2,911	1	0	2	77									
				20	700	P2	49W	T1S	5,570	1	0	1	114	6,001	1	0	1	122	6,077	2	0	2	124	3,144	1	0	1	70
								T2S	5,564	1	0	2	114	5,994	1	0	2	122	6,070	2	0	2	124	3,203	1	0	1	71
T2M	5,593	1	0					1	114	6,025	1	0	1	123	6,102	1	0	1	125	3,141	1	0	1	70				
T3S	5,417	1	0					2	111	5,835	1	0	2	119	5,909	2	0	2	121	3,165	1	0	1	70				
T3M	5,580	1	0					2	114	6,011	1	0	2	123	6,087	1	0	2	124	3,196	1	0	1	71				
T4M	5,458	1	0					2	111	5,880	1	0	2	120	5,955	1	0	2	122	3,179	1	0	1	71				
TFTM	5,576	1	0					2	114	6,007	1	0	2	123	6,083	1	0	2	124	3,143	1	0	1	70				
TSVS	5,799	2	0					0	118	6,247	2	0	0	127	6,327	2	0	0	129	3,278	2	0	0	73				
TSS	5,804	2	0					0	118	6,252	2	0	0	128	6,332	2	0	1	129	3,328	2	0	0	74				
TSM	5,789	3	0					1	118	6,237	3	0	1	127	6,316	3	0	1	129	3,288	2	0	1	73				
TSW	5,834	3	0					2	119	6,285	3	0	2	128	6,364	3	0	2	130	3,295	2	0	1	73				
BLC	4,572	1	0					1	93	4,925	1	0	1	101	4,987	1	0	1	102									
LCCO	3,402	1	0					2	69	3,665	1	0	2	75	3,711	1	0	2	76									
RCCO	3,402	1	0					2	69	3,665	1	0	2	75	3,711	1	0	2	76									
20	1050	P3	71W					T1S	7,833	2	0	2	110	8,438	2	0	2	119	8,545	2	0	2	120					
								T2S	7,825	2	0	2	110	8,429	2	0	2	119	8,536	2	0	2	120					
				T2M	7,865	2	0	2	111	8,473	2	0	2	119	8,580	2	0	2	121									
				T3S	7,617	2	0	2	107	8,205	2	0	2	116	8,309	2	0	2	117									
				T3M	7,846	2	0	2	111	8,452	2	0	2	119	8,559	2	0	2	121									
				T4M	7,675	2	0	2	108	8,269	2	0	2	116	8,373	2	0	2	118									
				TFTM	7,841	2	0	2	110	8,447	2	0	2	119	8,554	2	0	2	120									
				TSVS	8,155	3	0	0	115	8,785	3	0	0	124	8,896	3	0	0	125									
				TSS	8,162	3	0	1	115	8,792	3	0	1	124	8,904	3	0	1	125									
				TSM	8,141	3	0	2	115	8,770	3	0	2	124	8,881	3	0	2	125									
				TSW	8,204	3	0	2	116	8,838	4	0	2	124	8,950	4	0	2	126									
				BLC	6,429	1	0	2	91	6,926	1	0	2	98	7,013	1	0	2	99									
				LCCO	4,784	1	0	2	67	5,153	1	0	2	73	5,218	1	0	2	73									
				RCCO	4,784	1	0	2	67	5,153	1	0	2	73	5,218	1	0	2	73									
				20	1400	P4	92W	T1S	9,791	2	0	2	106	10,547	2	0	2	115	10,681	2	0	2	116					
								T2S	9,780	2	0	2	106	10,536	2	0	2	115	10,669	2	0	2	116					
T2M	9,831	2	0					2	107	10,590	2	0	2	115	10,724	2	0	2	117									
T3S	9,521	2	0					2	103	10,256	2	0	2	111	10,386	2	0	2	113									
T3M	9,807	2	0					2	107	10,565	2	0	2	115	10,698	2	0	2	116									
T4M	9,594	2	0					2	104	10,335	2	0	3	112	10,466	2	0	3	114									
TFTM	9,801	2	0					2	107	10,558	2	0	2	115	10,692	2	0	2	116									
TSVS	10,193	3	0					1	111	10,981	3	0	1	119	11,120	3	0	1	121									
TSS	10,201	3	0					1	111	10,990	3	0	1	119	11,129	3	0	1	121									
TSM	10,176	4	0					2	111	10,962	4	0	2	119	11,101	4	0	2	121									
TSW	10,254	4	0					3	111	11,047	4	0	3	120	11,186	4	0	3	122									
BLC	8,036	1	0					2	87	8,656	1	0	2	94	8,766	1	0	2	95									
LCCO	5,979	1	0					2	65	6,441	1	0	2	70	6,523	1	0	3	71									
	5,979	1	0					2	65	6,441	1	0	2	70	6,523	1	0	3	71									

Performance Data

Lumen Output

Lumen values are from photometric tests performed in accordance with IESNA LM-79-08. Data is considered to be representative of the configurations shown, within the tolerances allowed by Lighting Facts. Contact factory for performance data on any configurations not shown here.

Forward Optics																								
LED Count	Drive Current	Power Package	System Watts	Dist. Type	30K (3000 K, 70 CRI)					40K (4000 K, 70 CRI)					50K (5000 K, 70 CRI)					AMBPC (Amber Phosphor Converted)				
					Lumens	B	U	G	LPW	Lumens	B	U	G	LPW	Lumens	B	U	G	LPW	Lumens	B	U	G	LPW
40	700	P5	89W	T1S	10,831	2	0	2	122	11,668	2	0	2	131	11,816	2	0	2	133					
				T2S	10,820	2	0	2	122	11,656	2	0	2	131	11,803	2	0	2	133					
				T2M	10,876	2	0	2	122	11,716	2	0	2	132	11,864	2	0	2	133					
				T3S	10,532	2	0	2	118	11,346	2	0	2	127	11,490	2	0	2	129					
				T3M	10,849	2	0	2	122	11,687	2	0	2	131	11,835	2	0	2	133					
				T4M	10,613	2	0	3	119	11,434	2	0	3	128	11,578	2	0	3	130					
				TFTM	10,842	2	0	2	122	11,680	2	0	2	131	11,828	2	0	2	133					
				TSVS	11,276	3	0	1	127	12,148	3	0	1	136	12,302	3	0	1	138					
				TSS	11,286	3	0	1	127	12,158	3	0	1	137	12,312	3	0	1	138					
				TSM	11,257	4	0	2	126	12,127	4	0	2	136	12,280	4	0	2	138					
				TSW	11,344	4	0	3	127	12,221	4	0	3	137	12,375	4	0	3	139					
				BLC	8,890	1	0	2	100	9,576	1	0	2	108	9,698	1	0	2	109					
				LCCO	6,615	1	0	3	74	7,126	1	0	3	80	7,216	1	0	3	81					
				RCCO	6,615	1	0	3	74	7,126	1	0	3	80	7,216	1	0	3	81					
40	1050	P6	134W	T1S	14,805	3	0	3	110	15,949	3	0	3	119	16,151	3	0	3	121	6,206	2	0	2	68
				T2S	14,789	3	0	3	110	15,932	3	0	3	119	16,134	3	0	3	120	6,322	2	0	2	69
				T2M	14,865	3	0	3	111	16,014	3	0	3	120	16,217	3	0	3	121	6,201	2	0	2	68
				T3S	14,396	3	0	3	107	15,509	3	0	3	116	15,705	3	0	3	117	6,247	1	0	2	69
				T3M	14,829	2	0	3	111	15,975	3	0	3	119	16,177	3	0	3	121	6,308	2	0	2	69
				T4M	14,507	2	0	3	108	15,628	3	0	3	117	15,826	3	0	3	118	6,275	1	0	2	69
				TFTM	14,820	2	0	3	111	15,965	3	0	3	119	16,167	3	0	3	121	6,203	1	0	2	68
				TSVS	15,413	4	0	1	115	16,604	4	0	1	124	16,815	4	0	1	125	6,671	2	0	0	73
				TSS	15,426	3	0	1	115	16,618	4	0	1	124	16,828	4	0	1	126	6,569	2	0	0	72
				TSM	15,387	4	0	2	115	16,576	4	0	2	124	16,786	4	0	2	125	6,491	3	0	1	71
				TSW	15,506	4	0	3	116	16,704	4	0	3	125	16,915	4	0	3	126	6,504	3	0	2	71
				BLC	12,151	1	0	2	91	13,090	1	0	2	98	13,255	1	0	2	99					
				LCCO	9,041	1	0	3	67	9,740	1	0	3	73	9,863	1	0	3	74					
				RCCO	9,041	1	0	3	67	9,740	1	0	3	73	9,863	1	0	3	74					
40	1300	P7	166W	T1S	17,023	3	0	3	103	18,338	3	0	3	110	18,570	3	0	3	112					
				T2S	17,005	3	0	3	102	18,319	3	0	3	110	18,551	3	0	3	112					
				T2M	17,092	3	0	3	103	18,413	3	0	3	111	18,646	3	0	3	112					
				T3S	16,553	3	0	3	100	17,832	3	0	3	107	18,058	3	0	3	109					
				T3M	17,051	3	0	3	103	18,369	3	0	3	111	18,601	3	0	3	112					
				T4M	16,681	3	0	3	100	17,969	3	0	3	108	18,197	3	0	3	110					
				TFTM	17,040	3	0	3	103	18,357	3	0	4	111	18,590	3	0	4	112					
				TSVS	17,723	4	0	1	107	19,092	4	0	1	115	19,334	4	0	1	116					
				TSS	17,737	4	0	2	107	19,108	4	0	2	115	19,349	4	0	2	117					
				TSM	17,692	4	0	2	107	19,059	4	0	2	115	19,301	4	0	2	116					
				TSW	17,829	5	0	3	107	19,207	5	0	3	116	19,450	5	0	3	117					
				BLC	13,971	2	0	2	84	15,051	2	0	2	91	15,241	2	0	2	92					
				LCCO	10,396	1	0	3	63	11,199	1	0	3	67	11,341	1	0	3	68					
					10,396	1	0	3	63	11,199	1	0	3	67	11,341	1	0	3	68					

Performance Data

Lumen Output

Lumen values are from photometric tests performed in accordance with IESNA LM-79-08. Data is considered to be representative of the configurations shown, within the tolerances allowed by Lighting Facts. Contact factory for performance data on any configurations not shown here.

Rotated Optics																															
LED Count	Drive Current	Power Package	System Watts	Dist. Type	30K (3000 K, 70 CRI)					40K (4000 K, 70 CRI)					50K (5000 K, 70 CRI)					AMBPC (Amber Phosphor Converted)											
					Lumens	B	U	G	LPW	Lumens	B	U	G	LPW	Lumens	B	U	G	LPW	Lumens	B	U	G	LPW							
30	530	P10	53W	T1S	6,727	2	0	2	127	7,247	3	0	3	137	7,339	3	0	3	138												
				T2S	6,689	3	0	3	126	7,205	3	0	3	136	7,297	3	0	3	138												
				T2M	6,809	3	0	3	128	7,336	3	0	3	138	7,428	3	0	3	140												
				T3S	6,585	3	0	3	124	7,094	3	0	3	134	7,183	3	0	3	136												
				T3M	6,805	3	0	3	128	7,331	3	0	3	138	7,424	3	0	3	140												
				T4M	6,677	3	0	3	126	7,193	3	0	3	136	7,284	3	0	3	137												
				TFTM	6,850	3	0	3	129	7,379	3	0	3	139	7,472	3	0	3	141												
				TSVS	6,898	3	0	0	130	7,431	3	0	0	140	7,525	3	0	0	142												
				TSS	6,840	2	0	1	129	7,368	2	0	1	139	7,461	2	0	1	141												
				TSM	6,838	3	0	1	129	7,366	3	0	2	139	7,460	3	0	2	141												
				TSW	6,777	3	0	2	128	7,300	3	0	2	138	7,393	3	0	2	139												
				BLC	5,626	2	0	2	106	6,060	2	0	2	114	6,137	2	0	2	116												
				LCCO	4,018	1	0	2	76	4,328	1	0	2	82	4,383	1	0	2	83												
				RCCO	4,013	3	0	3	76	4,323	3	0	3	82	4,377	3	0	3	83												
				30	700	P11	72W	T1S	8,594	3	0	3	119	9,258	3	0	3	129	9,376	3	0	3	130								
								T2S	8,545	3	0	3	119	9,205	3	0	3	128	9,322	3	0	3	129								
T2M	8,699	3	0					3	121	9,371	3	0	3	130	9,490	3	0	3	132												
T3S	8,412	3	0					3	117	9,062	3	0	3	126	9,177	3	0	3	127												
T3M	8,694	3	0					3	121	9,366	3	0	3	130	9,484	3	0	3	132												
T4M	8,530	3	0					3	118	9,189	3	0	3	128	9,305	3	0	3	129												
TFTM	8,750	3	0					3	122	9,427	3	0	3	131	9,546	3	0	3	133												
TSVS	8,812	3	0					0	122	9,493	3	0	0	132	9,613	3	0	0	134												
TSS	8,738	3	0					1	121	9,413	3	0	1	131	9,532	3	0	1	132												
TSM	8,736	3	0					2	121	9,411	3	0	2	131	9,530	3	0	2	132												
TSW	8,657	4	0					2	120	9,326	4	0	2	130	9,444	4	0	2	131												
BLC	7,187	3	0					3	100	7,742	3	0	3	108	7,840	3	0	3	109												
LCCO	5,133	1	0					2	71	5,529	1	0	2	77	5,599	1	0	2	78												
RCCO	5,126	3	0					3	71	5,522	3	0	3	77	5,592	3	0	3	78												
30	1050	P12	104W					T1S	12,149	3	0	3	117	13,088	3	0	3	126	13,253	3	0	3	127								
								T2S	12,079	4	0	4	116	13,012	4	0	4	125	13,177	4	0	4	127								
				T2M	12,297	3	0	3	118	13,247	3	0	3	127	13,415	3	0	3	129												
				T3S	11,891	4	0	4	114	12,810	4	0	4	123	12,972	4	0	4	125												
				T3M	12,290	3	0	3	118	13,239	4	0	4	127	13,407	4	0	4	129												
				T4M	12,058	4	0	4	116	12,990	4	0	4	125	13,154	4	0	4	126												
				TFTM	12,369	4	0	4	119	13,325	4	0	4	128	13,494	4	0	4	130												
				TSVS	12,456	3	0	1	120	13,419	3	0	1	129	13,589	4	0	1	131												
				TSS	12,351	3	0	1	119	13,306	3	0	1	128	13,474	3	0	1	130												
				TSM	12,349	4	0	2	119	13,303	4	0	2	128	13,471	4	0	2	130												
				TSW	12,238	4	0	3	118	13,183	4	0	3	127	13,350	4	0	3	128												
				BLC	10,159	3	0	3	98	10,944	3	0	3	105	11,083	3	0	3	107												
				LCCO	7,256	1	0	3	70	7,816	1	0	3	75	7,915	1	0	3	76												
				RCCO	7,246	3	0	3	70	7,806	4	0	4	75	7,905	4	0	4	76												
				30	1300	P13	128W	T1S	14,438	3	0	3	113	15,554	3	0	3	122	15,751	3	0	3	123								
								T2S	14,355	4	0	4	112	15,465	4	0	4	121	15,660	4	0	4	122								
T2M	14,614	3	0					3	114	15,744	4	0	4	123	15,943	4	0	4	125												
T3S	14,132	4	0					4	110	15,224	4	0	4	119	15,417	4	0	4	120												
T3M	14,606	4	0					4	114	15,735	4	0	4	123	15,934	4	0	4	124												
T4M	14,330	4	0					4	112	15,438	4	0	4	121	15,633	4	0	4	122												
TFTM	14,701	4	0					4	115	15,836	4	0	4	124	16,037	4	0	4	125												
TSVS	14,804	4	0					1	116	15,948	4	0	1	125	16,150	4	0	1	126												
TSS	14,679	3	0					1	115	15,814	3	0	1	124	16,014	3	0	1	125												
TSM	14,676	4	0					2	115	15,810	4	0	2	124	16,010	4	0	2	125												
TSW	14,544	4	0					3	114	15,668	4	0	3	122	15,866	4	0	3	124												
BLC	7919	3	0					3	62	8531	3	0	3	67	8639	3	0	3	67												
LCCO	5145	1	0					2	40	5543	1	0	2	43	5613	1	0	2	44												
									5139	3	0	3	40	5536	3	0	3	43	5606	3	0	3	44								

FEATURES & SPECIFICATIONS

INTENDED USE

The sleek design of the D-Series Size 0 reflects the embedded high performance LED technology. It is ideal for many commercial and municipal applications, such as parking lots, plazas, campuses, and pedestrian areas.

CONSTRUCTION

Single-piece die-cast aluminum housing has integral heat sink fins to optimize thermal management through conductive and convective cooling. Modular design allows for ease of maintenance and future light engine upgrades. The LED driver is mounted in direct contact with the casting to promote low operating temperature and long life. Housing is completely sealed against moisture and environmental contaminants (IP65). Low EPA (0.95 ft²) for optimized pole wind loading.

FINISH

Exterior parts are protected by a zinc-infused Super Durable TGIC thermoset powder coat finish that provides superior resistance to corrosion and weathering. A tightly controlled multi-stage process ensures a minimum 3 mils thickness for a finish that can withstand extreme climate changes without cracking or peeling. Available in both textured and non-textured finishes.

OPTICS

Precision-molded proprietary acrylic lenses are engineered for superior area lighting distribution, uniformity, and pole spacing. Light engines are available in 3000 K, 4000 K or 5000 K (70 CRI) configurations. The D-Series Size 0 has zero uplight and qualifies as a Nighttime Friendly™ product, meaning it is consistent with the LEED® and Green Globes™ criteria for eliminating wasteful uplight.

ELECTRICAL

Light engine(s) configurations consist of high-efficacy LEDs mounted to metal-core circuit boards to maximize heat dissipation and promote long life (up to L85/100,000 hours at 25°C). Class 1 electronic drivers are designed to have a power factor >90%, THD <20%, and an expected life of

100,000 hours with <1% failure rate. Easily serviceable 10kV surge protection device meets a minimum Category C Low operation (per ANSI/IEEE C62.41.2).

INSTALLATION

Included mounting block and integral arm facilitate quick and easy installation. Stainless steel bolts fasten the mounting block securely to poles and walls, enabling the D-Series Size 0 to withstand up to a 3.0 G vibration load rating per ANSI C136.31. The D-Series Size 0 utilizes the AERIS™ series pole drilling pattern (template #8). Optional terminal block and NEMA photocontrol receptacle are also available.

LISTINGS

UL Listed for wet locations. Light engines are IP66 rated; luminaire is IP65 rated. Rated for -40°C minimum ambient. U.S. Patent No. D672,492 S. International patent pending.

DesignLights Consortium® (DLC) Premium qualified product and DLC qualified product. Not all versions of this product may be DLC Premium qualified or DLC qualified. Please check the DLC Qualified Products List at www.designlights.org/QPL to confirm which versions are qualified.

WARRANTY

5-year limited warranty. Complete warranty terms located at: www.acuitybrands.com/CustomerResources/Terms_and_conditions.aspx

Note: Actual performance may differ as a result of end-user environment and application. All values are design or typical values, measured under laboratory conditions at 25 °C. Specifications subject to change without notice.



260
01
After recording return to:
PERKINS COIE
111 SW Fifth Avenue, Suite 2500
Portland, Oregon 97204
Telephone (503) 295-4400
Attn: Richard A. Cantlin

PLANNED BUSINESS COMMUNITY DECLARATION
FOR
WILSONVILLE TOWN CENTER PROPERTY

This PLANNED BUSINESS COMMUNITY DECLARATION OF EASEMENTS,
COVENANTS, CONDITIONS AND RESTRICTIONS (the "Declaration") is
made this 14 of February, 1992, by Capital Realty
Corp, an Oregon corporation.

RECITALS

CHICAGO TITLE INSURANCE CO. C 89153

Declarant owns that certain real property known as
Wilsonville Town Center which is situated in Clackamas County,
Oregon, and described on Exhibit "A" which is attached hereto
and made a part hereof, a portion of which is being purchased
by Tandy Corporation. The portion being purchased by Tandy
Corporation is described as Parcel 2 on Exhibit A. It is the
desire and intention of Declarant that the Property, as
defined below, be subject to this Declaration in furtherance
of a plan for the development of the Property and in
furtherance of the goal of enhancing the value, desirability
and attractiveness of the Property and every part thereof.
The Declarant's intention and desire is to initially develop
and use the Property and any and all portion(s) thereof (if at
all) only for the construction, operation and maintenance of a
first-class community shopping center and mixed use
development and related facilities.

SECTION 1. DEFINITIONS.

The following terms shall have the following meanings:

1.1 Architect. The term "Architect" shall mean a person
licensed as such pursuant to the laws of the State of Oregon.

1.2 Association. The term "Association" shall mean the
non-profit unincorporated association composed of all Owners,
as formed after Notice of Withdrawal by Declarant, as defined
below. Upon the majority vote of all Owners and compliance
with Laws, the Association may incorporate as a non-profit
corporation.

1.3 Building. The term "Building" shall mean and
include, but not be limited to, the main portion of a

structure built for permanent use and all projections or extensions thereof, including, but not limited to, garages, outside platforms and docks, storage tanks, carports, enclosed malls and porches.

1.4 Center. The term "Center" shall mean the Wilsonville Town Center project as shown on the Master Plan, as defined below.

1.5 Declarant. The term "Declarant" shall mean Capital Realty Corp., an Oregon corporation, together with any successors and assigns thereof specified as a successor Declarant in a written document signed by the preceding Declarant. The term "Declarant" shall also refer to the Association in the event that Declarant has recorded a Notice of Withdrawal as provided in Section 10.8 of this Declaration.

1.6 Declaration. Declaration shall mean this Planned Business Community Declaration and any amendments or supplements thereto.

1.7 Improvement(s). The term "Improvement(s)" shall mean all improvements now or hereafter placed or constructed in, under or upon the Property including, without limitation, buildings, outbuildings, roads, driveways, parking areas, fences, screening walls and barriers, retaining walls, stairs, decks, all utility distribution facilities, planted trees and shrubs, poles, signs, and all other improvements.

1.8 Institutional First Mortgagee. The term "Institutional First Mortgagee" shall mean an entity which has or had a first lien on a Tract and which is a bank, savings and loan association, mortgage company, insurance company or other similar business entity which, in the ordinary course of its business, regularly makes loans to borrowers secured by first liens against commercial real estate. Any notice to such an entity required by this Declaration shall be delivered to the address specified by that entity.

1.9 Law or Laws. The term "Law" or "Laws" includes all governmental statutes, ordinances, laws, codes, rules, regulations, equitable principles, and all judicial and land use decisions, including orders, approvals, denials, and conditions thereof.

1.10 Master Plan. The term "Master Plan" shall mean the Site Master Plan, as defined in section 4.7 below.

1.11 Mortgage. The term "Mortgage" shall include a deed of trust or recorded land sale contract, as well as a mortgage.

2

1.12 Mortgagee. The term "Mortgagee" shall mean a beneficiary under a deed of trust or a vender under a recorded land sale contract, as well as a mortgagee under a mortgage.

1.13 Occupant. The term "Occupant" shall mean a lessee of an Owner, or any other person or entity, other than an Owner, in lawful possession of a Tract, building, or portion thereof, with the permission of the Owner.

1.14 Owner. The term "Owner" shall mean and refer to any person or entity which is the record owner of a fee simple title to any Tract, including the Declarant, and any contract vendees or Mortgagees in possession.

1.15 Notice of Withdrawal. The term "Notice of Withdrawal" shall mean the recorded notice by Declarant that Declarant ceases to develop the Property or is no longer an Owner and withdraws from its role as Declarant as provided in Section 10.8 of this Declaration.

1.16 Property. The term "Property" means the property described in Exhibit A and any property added to this planned business community by any amended or supplemental Declaration.

1.17 Property Line. The term "property line" means the boundary of any Tract.

1.18 Record - Recorded - Recordation. Reference to "Record", "recorded" or "recordation" shall relate, with respect to any document, to the filing for record of said document in the official records of the County of Clackamas, State of Oregon.

1.19 Sign. The term "sign" shall mean any structure, device or contrivance, whether electric or non-electric, upon or within which any poster, bill, bulletin, printing, lettering, painting, device or other communication of any kind whatsoever is used, placed, posted, shown, seen, tacked, nailed, pasted, or otherwise fastened or affixed, or an integral part thereof.

1.20 Street. The term "Street" shall mean any public street, highway, road, or thoroughfare within or adjacent to the Property and shown on any recorded subdivision or parcel map, or record of survey, whether designated thereon as a street, boulevard, avenue, alley, road, or otherwise.

1.21 Tandy. The term "Tandy" shall mean Tandy Corporation, together with any successors or assigns of the interest of Tandy in Parcel 2 as described on Exhibit A.

1.22 Tract. The term "Tract" shall mean a fractional part of the Property as partitioned or subdivided according to Law whether or not the partition or subdivision occurs after this Declaration is recorded.

1.23 Turnover Meeting. The term "Turnover Meeting" shall mean the initial meeting of the Association as called by Declarant in a Notice of Withdrawal, as described in Section 10.8 of this Declaration.

1.24 Violation. The term "Violation" shall mean any breach or violation of any term, covenant, condition or restriction contained in this Declaration.

1.25 Visible From Neighboring Property. The phrase "visible from neighboring property" shall mean, with respect to any given object on a Tract, that such object is or would be visible to a person six (6) feet tall, standing on any part of any property that is adjacent or contiguous to the Property or standing on any part of any adjacent road, street or highway at an elevation equal to the base of the object being viewed.

SECTION 2. SUBJECT PROPERTY AND EASEMENTS.

2.1 General Declaration. Declarant hereby declares that all of the Property, is, and shall be, subject to this Declaration. All Occupants of the Property hold such interest subject to this Declaration to the extent permitted by Law.

2.2 Addition of Other Real Property. For so long as Declarant owns all or a portion of the Property, Declarant shall add to the Property subject to this Declaration any and all real property hereafter owned in fee simple by Declarant adjacent or contiguous with the property described in Exhibit A hereto. Upon proper recordation of an appropriate supplemental Declaration in the chains of title of both the property described in Exhibit A hereto and such contiguous or adjacent property, all provisions of this Declaration shall apply to such contiguous or adjacent property in the same manner as if it were originally covered by this Declaration. The rights of the Owners of the property described in Exhibit A hereto and the contiguous or adjacent property so added shall be mutual and identical.

2.3 Easements. Declarant hereby declares and reserves the following reciprocal, nonexclusive easements for the benefit of all Owners, Occupants and guests and permittees thereof:

2.3.1 An easement for necessary ingress and egress over all walking and driving areas as generally described in

the Master Plan or otherwise now or hereafter located on each Tract and an easement for parking over all parking areas as generally described in the Master Plan now or hereafter located on each Tract.

2.3.2 An easement and right-of-way over each Tract for the purpose of installing, maintaining, repairing, and replacing public utility lines, services and facilities reasonably necessary to serve conveniently all or any of the Tracts.

2.3.2.1 The precise location of the easement and right-of-way shall be subject to the prior approval of the existing Owner of the Tract to be burdened by such easement (herein the "Servient Owner") and any Institutional First Mortgagee which approval will not be unreasonably denied or withheld. Failure of any Servient Owner or Institutional First Mortgagee to disapprove in writing the requested location of an easement, stating the reasons for such disapproval, within sixty (60) days after receipt by the Servient Owner or Institutional First Mortgagee as the case may be of a written request for such approval (which request shall be accompanied by a legal description, sketch or other documentation sufficient to locate the easement with particularity) shall be deemed to be the approval of such Servient Owner and Institutional First Mortgagee.

2.3.2.2 In connection with any installation, maintenance, repair or replacement of public utility lines, services or facilities, (1) the Owner of the Tract benefitted by the same (herein the "Dominant Owner") shall be responsible for payment of all costs and expense associated therewith, (2) all such activities shall be carried out so as not to unreasonably interfere with the use or enjoyment by any Servient Owner of its Tract, (3) the Dominant Owner shall indemnify and hold harmless all Servient Owner(s) of an from all losses, cost or expense reasonably incurred by such Servient Owner(s) arising out of or in any way connected with such activities, (4) the Dominant Owner shall keep the Tract free of any liens, (5) the Dominant Owner will grant no public utility or other easements without the prior consent of any proposed Servient Owner, and (6) the Dominant Owner shall furnish the Servient Owner with evidence of liability insurance coverage with respect to all utility installation, maintenance, repair or replacement activities, which insurance shall be in amounts then commercially reasonable and shall be written by an insurance company reasonably acceptable to Servient Owner.

2.3.2.3 A Servient Owner, from time to time, may cause such utility lines, services and facilities and the easement therefore to be relocated, if the existing location

of such utility and easement unreasonably interferes with such Servient Owner's existing or anticipated use of the Tract burdened by the easement, provided that (1) the Servient Owner seeking to relocate the easement and utility gives to any affected Dominant Owner(s), not less than twenty (20) days' prior written notice of the Servient Owner's intention to relocate the same, (2) the Servient Owner shall be responsible for payment of all costs and expenses associated with such relocation, (3) all utility relocation activities shall be carried out so as not to unreasonably interfere with the use or enjoyment by any Dominant Owner of its Tract, (4) the Servient Owner shall indemnify and hold harmless all Dominant Owner(s) of and from all loss, cost or expense incurred by such Dominant Owner(s) arising out of or in any way in connection with such relocation, and (5) the Servient Owner shall furnish the Dominant Owner(s) with evidence of liability insurance coverage with respect to all utility relocation activities, which insurance shall be in amounts then commercially reasonable and shall be written by an insurance company reasonably acceptable to Dominant Owner(s). Any such relocation activity shall not be performed in the final calendar quarter of any given year, except in emergency situations.

2.4 Access Easements to Adjacent Property. Declarant hereby acknowledges those certain temporary easements and rights-of-way contained in the two Easement Agreements attached as Exhibit B. Upon Declarant acquiring fee simple title to the Grantee's Property, as that term is defined in Exhibit B, and the addition of such property to the Property subject to this Declaration, such easements shall be terminated.

SECTION 3. CONSTRUCTION OF IMPROVEMENTS

3.1 Approval of Plans Required. No Improvements shall be erected, placed, altered, maintained or permitted to remain on any Tract without approval of final plans and specifications therefor (the "Plans") by the Declarant. The Plans shall be submitted in duplicate, signed by an authorized agent of the Owner submitting them. The Plans shall contain the following information: site plans, landscape plans, building plans, building elevations and outline specifications. This material shall be sufficient in detail to fully describe proposed access, circulation, configurations, setbacks, service areas, utilities, amenities, parking, grading, drainage, site lighting, signage, screening, landscaping and building materials. Included shall be tabulation of site usage including: parcel area, building floor area, site coverage and parking spaces. Also required shall be a perspective rendering showing the style, type and color of the exterior materials. Preliminary plans meeting

the foregoing requirements may be submitted, but approval of such shall be conditioned on final plans conforming in all relevant respects with the approved preliminary plans. Such approval may be obtained prior to the closing of a sale of property to a prospective Owner and shall bind Declarant the same as if such approval were given to an existing Owner. Notwithstanding the above, the Improvements proposed by Tandy as approved with conditions by the City of Wilsonville Design Review Board by Notice of Decision dated January 27, 1992, regarding file no. 91DR29, are hereby approved by Declarant. Material changes in approved plans, including the Tandy plans approved herein, must be submitted to and approved by the Declarant. Declarant shall not unreasonably withhold or delay any approval.

3.2 Basis for Approval. Declarant may adopt guidelines to implement this Declaration and provide guidance to Owners in complying with this Declaration. Declarant may withhold approval of any proposed improvements only if such do not comply with the Declaration or Declarant in good faith believes that notwithstanding compliance with this Declaration, the proposed improvements are not of comparable quality and compatible design and construction to other planned and constructed improvements on the Property.

3.3 Result of Inaction. Declarant shall approve or disapprove Plans within thirty (30) days after submission of such Plans and of any additional information reasonably requested by Declarant, provided, however, Declarant shall not in any event be liable for damages due to the breach of this covenant. If Declarant does not approve or disapprove plans within the time allowed above, such plans shall be deemed automatically approved. Notwithstanding the above thirty (30) day period, if Declarant disapproves plans or approves plans with conditions or modifications, Declarant shall notify the Owner-applicant of its decision prior to such time as the City of Wilsonville issues any decision relating to the same plans, if the Owner-applicant has timely notified Declarant of such a deadline.

3.4 Approval. Declarant may approve Plans as submitted, or as altered or amended, or subject to specific conditions. Upon approval or conditional approval, one copy of the approved Plans, together with any conditions, shall be retained for permanent record by Declarant, and one copy of the approved Plans, together with any conditions, shall be retained by the Owner submitting such Plans. Declarant and the Owner shall each sign and date a certification of approval on both sets of the approved Plans.

3.5 Proceeding with Work. Upon receipt of approval from Declarant, the Owner shall, as soon as practicable, satisfy

any and all conditions of such approval, shall secure all necessary governmental permits and approvals, and shall diligently proceed with the commencement and completion of all approved excavation, construction and alterations. In all cases, work shall commence within one (1) year from the date of approval. If work is not so commenced, approval shall be deemed revoked unless Declarant, pursuant to written request made and received prior to the expiration of said one (1) year period, extends in writing that period of time for an additional reasonable period of time.

3.6 Completion of Work. Any work or construction commenced pursuant to approved Plans shall be completed within two (2) years from the date of approval of the Plans by Declarant. If such work or construction is not completed within two years, approval shall be deemed revoked unless such work or construction has been prosecuted in a diligent and continuous manner according to good construction practices, then the period of time for completion shall be extended by one (1) additional year. In the event a force majeure shall occur, which shall not include disruption due to inconvenience or expense, the period of time for completion shall also be extended for the period of time caused by the force majeure but not to exceed one (1) additional year..

3.7 Declarant Not Liable. Declarant shall not be liable in any manner to any contractor, subcontractor or materialman, nor for any damage, loss or prejudice suffered or claimed by any person or entity on account of: (a) the approval or disapproval of any Plans, whether or not in any way defective; (b) the development of any Tract or the construction of any Improvement, or performance of any work, whether or not pursuant to approved Plans; or (c) injury to any person or property due to construction, the performance of any work, or the location of any physical object. Each Owner shall indemnify and hold Declarant harmless from any and all such claims, losses, damages, costs and expenses (including attorney's fees) which arise from any activity, construction or condition existing on such Owner's Tract except to the extent of any liability arising solely from any intentional tort or willful misconduct of Declarant.

3.8 Construction or Use Without Approval. If any Improvement is erected, placed or maintained upon any Tract, or any new use commenced upon any Tract, other than with approval by Declarant or as is authorized under the terms of this Declaration, such Improvement or use shall be deemed to have been undertaken in violation of this Declaration, and upon written notice from Declarant, any such Improvement shall be removed, altered or amended as required by Declarant, and any such use shall be altered or shall cease so as to conform to this Declaration. Should such removal, alteration,

cessation or amendment not be accomplished within thirty (30) days after receipt of such notice, then the party in breach shall be subject to the enforcement procedures set forth in Section 9 below.

SECTION 4. SITE DEVELOPMENT RESTRICTIONS.

4.1 Temporary Structures. No temporary buildings or other temporary structures shall be permitted on any building site except trailers, temporary buildings and the like for construction purposes during the construction period of a permanent Building except that Tandy may conduct certain parking lot promotions including tent sales that do not unreasonably interfere with access or parking rights provided in this Declaration, upon the approval of the City of Wilsonville as required by Law and the prior written notification to Declarant.

4.2 Building Setbacks. Building setback areas shall be landscaped and maintained in accordance with Section 6 of this Declaration and the City of Wilsonville requirements.

4.3 Utilities, Mechanical Equipment. All utility lines, including electrical, shall be underground. Pad-mounted transformers, switch-gear and similar equipment, which must be installed above ground line, shall be screened with suitable landscaping or walls of design and material compatible with those of the adjacent buildings and consistent with safety and other regulations of the utility companies.

4.4 Parking Areas. Owners shall provide on-site parking space as required by the City of Wilsonville. No parking shall be permitted on any street or drive, or any place other than parking areas located upon Building sites. Each Owner shall be responsible for compliance by its employees and visitors with the above prohibition on parking outside parking areas located upon Building Sites. All driveways and areas for parking, maneuvering, loading and unloading shall be paved with asphalt or concrete. Off-street parking adequate to accommodate the parking needs of the Owner and any Occupant of each Tract, together with the employees and visitors thereof, shall be provided by the Owner of each Tract. If parking requirements increase as a result of a change in the use of a Tract, the area of a Building, or the number of persons employed, additional off-street parking shall be provided to satisfy the intent of this Section. Required off-street parking shall be provided on the subject Tract, or on a Tract immediately adjacent thereto. Where parking is provided other than upon the subject Tract, the Declarant shall be given a certified copy of a recorded instrument, duly executed and acknowledged by the person or entity holding title to the Tract or other property upon which the parking area is

located. Parking areas shall be paved, providing dust-free all-weather surfaces. The perimeters of parking areas shall be screened from adjacent streets as required by the City of Wilsonville. All parking areas will be maintained at even grade with one another, consistent with the existing typography, and no barriers shall be permitted which would unreasonably or materially and adversely interfere with any other Owner or Occupant's rights to access to such parking areas, except such temporary barriers as may be approved pursuant to Section 4.1 above.

4.5 Loading Areas; Storage. No outside storage of any kind, including but not limited to overnight parking of cars, shall be allowed on any Tract, except that overnight parking of delivery trucks or company vehicles is allowed. Appropriate provision shall be made for any necessary vehicle loading; no on-street vehicle loading shall be permitted; and all loading dock areas shall be set back, recessed or screened so as not to be visible from neighboring property or Streets. The perimeters of parking areas shall be screened from adjacent Streets. "Screening" refers to sight-obscuring fencing or sight-obscuring planting meeting City of Wilsonville standards.

4.6 Site Lighting. All site lighting shall meet City of Wilsonville standards and be approved by the City of Wilsonville Design Review Board.

4.7 Restriction on Development. Declarant intends to construct and complete the Center with all buildings, roadways and parking areas in materially the configurations, locations and size shown for same on the Site Master Plan, a copy of which is attached hereto as Exhibit C together with such changes thereto as Declarant shall reasonably approve (the "Master Plan"). The Center shall be designed, constructed and completed, if at all, to meet all physical requirements of the site and to overcome all conditions relative to soil and water, and to comply with all Laws. It is agreed that at no time shall any buildings, signs or other improvements be constructed on any portion of the Property in such manner or of such height that shall violate the height restrictions then imposed by the City of Wilsonville. It is further agreed that future development of the Property, if any, will include Buildings substantially in the locations and of such size and mass as depicted on the Master Plan. Any substantial modification of such future development which materially bars visibility of the Tandy store and signage from access points upon adjacent properties and adjacent roadways shall require notice to, and the approval of Tandy.

SECTION 5. ARCHITECTURAL RESTRICTIONS

5.1 Floor to Area Ratio. The maximum gross building floor area to land ratio shall conform to City of Wilsonville standards.

5.2 Exterior Materials. Building exterior designs shall be contemporary in style and of high quality commercial grade materials. Material selection is subject to approval of the Declarant and the City of Wilsonville Design Review Board.

5.3 Equipment. All mechanical equipment shall be located or screened so as not to be visible from neighboring property. Penthouses and mechanical equipment screening walls shall be of design and materials compatible with those of the Building. Antennae and other communications equipment shall be visually masked to the extent practicable and consistent with electro-magnetic and transmission/reception considerations. All screening of equipment shall meet the standards and approval of the City of Wilsonville Design Review Board.

5.4 Design. All Buildings shall appear as an integrated part of the Improvements on the Property.

SECTION 6. LANDSCAPING RESTRICTIONS

6.1 Initial Landscaping. Within ninety (90) days following completion of construction of each Improvement, or by the date each Improvement is occupied if such Improvement is of a character and use capable of occupancy, whichever shall occur first, each Tract shall be landscaped in accordance with Plans approved by Declarant and the Wilsonville Design Review Board. Such landscaping shall be planted within the time frame specified above, but shall not necessarily be mature. All portions of a Tract (including any parking lot, parking area or vehicle storage area) not occupied by a Street, private drive, parking space, or Building or other improvement shall be landscaped in a complimentary and similar manner. Such landscaping shall comply with Laws.

6.2 Landscaping Maintenance. All landscaping of a Tract, other than that described in Section 7.3 below, shall be orderly, trimmed and cut at all times. The Owner of the Tract shall pay all costs and expenses of such maintenance. If, in Declarant's reasonable opinion, landscaping or screening is not installed or maintained as required pursuant to this Declaration, Declarant shall be entitled to the remedies set forth in Section 9 below.

6.3 Signs. No Sign shall be installed or maintained by any Owner or Occupant other than identification signs, informational and vehicular control signs, signs identifying the Building or the business of the Owner or Occupant, and temporary real estate and development signs. All signs shall be subject to the approval of Declarant and shall comply with the City of Wilsonville Design Review Board.

6.4 Fences. No fences of any kind shall be permitted unless necessary for security purposes. All fences must be approved by Declarant pursuant to section 3 hereof.

SECTION 7 REGULATION OF OPERATIONS AND USES

7.1 Permitted Uses of Tracts. Except as otherwise specifically prohibited herein, or by Law or by any lease or other agreement, any office or retail use allowed under existing land use regulations applicable to the Property shall be permitted on any Tract, provided that such use conforms to the provisions and spirit of this Declaration. Tandy is expressly permitted to place recycling bins on the Parcel 2 property as depicted on the approved Tandy plans as described in Section 3.1 of this Declaration and approved by the City of Wilsonville. Such approved use shall be performed or carried out entirely within a Building that is constructed in such manner that the enclosed operations and uses do not cause or produce a nuisance to any Owner or Occupant, such as, but not limited to, vibration that is felt by persons on adjacent Tracts, sound that is easily heard by persons on adjacent Tracts, electro-mechanical disturbances, electro-magnetic disturbances, radiation, air or water pollution, dust, or emission of odorous, toxic or nontoxic matter (including steam). Certain activities which cannot, by their nature, be carried on within a Building may be permitted, provided Declarant specifically consents in writing and the activity is not visible from neighboring property.

7.1.1. Neither the Property nor any portion thereof shall at any time or from time to time for a period of twenty (20) years from the date hereof be used or occupied for any of the following purposes, to-wit: a billiard room which is less than first-class in decoration and operation; a bingo hall; a church or other place of worship; an automobile repair facility (except as same may be utilized in connection with a department store or other similar operation); a full-scale automobile dealership (including both automobile sales and servicing, provided that a showroom facility for automobile sales only shall be permitted); a massage parlor except in connection with an athletic club or exercise facility; an animal kennel or boarding facility; a discotheque; a dance hall; a karate studio except in connection with an athletic club type facility; a car wash; an off-track betting

establishment; an amusement or gameroom; so-called "head shop"; a hotel facility; a single primary use gun range; any business or use which emits offensive odors, fumes, dust or vapors although it is acknowledged that restaurants and dry cleaning establishments do emit odors which are objectionable to certain people, but such uses are expressly permitted hereby; any business or use which is a public or private nuisance; any business or use which emits loud noises or sound which are generally recognized to be objectionable; any business or use which creates fire, explosion(s) or other hazard; an adult book store or store selling or exhibiting pornographic materials; a beauty school; a barber college; a reading room in excess of five hundred (500) square feet of ground floor space; a place for instruction catering primarily to students or trainees rather than to customers or employees; a gasoline station or a "flea market". Further, neither the Parcel 2 Property nor any portion thereof shall at any time or from time to time for a period of twenty (20) years from the date hereof be used or occupied for the purpose of a grocery store type facility; a pharmacy type facility; or a restaurant in excess of five thousand (5,000) square feet of floor space including all food preparation, storage, sales counter, and seating areas.

7.1.2 No portion of the Property shall be used for industrial warehousing or similar uses (except as may be incidental to the uses or conduct of the businesses approved pursuant to this Declaration or otherwise in existence on the subject Tracts), or for manufacturing except for the storage and/or manufacture of such goods as are necessary or incidental to the conduct of the uses described in subparagraph 7.1. above. In addition, no portion of the Property shall be used or operated for any use or purposes and/or by any tenant or other occupant that is not consistent and compatible with the intention of Declarant and Tandy at all times to maintain and operate a first-class community shopping center and mixed use development.

7.1.4 Without limiting the foregoing, it is additionally hereby covenanted that:

i. The Owner or Occupant of any Tract shall not allow any long-term use of those portions of any and all portions of the Property constituting parking areas that precludes parking, except with respect to any Tract sold by Declarant in fee simple, pursuant to all provisions of Law and this Declaration and subject to approval by Declarant, for which Owner or Occupant of such Tract has substituted adequate parking, in which case Owner or Occupant may use the former parking area as provided under Law and this Declaration, but the new substituted parking area or any portion thereof is thereafter subject

to this prohibition and in no event shall any such long-term use (1) impede pedestrian or vehicular access to any store on the Property or any parking area or (2) be permitted upon any parking area adjacent to Parcel 2 to the north at such time as such adjacent property is added to the Property;

ii. For so long as Tandy is utilizing a portion of its store for a reasonably complete selection of the particular product or service described below, Declarant shall not voluntarily make or enter into any lease or other occupancy agreement, license, permit, easement, or other grant of interest with any occupant, lessee, concessionaire or other person, party or entity acquiring or utilizing any portion of the Property, other than Tandy, to sell, lease, distribute or display appliances, televisions, stereos, records, tapes, compact discs or other recorded music, telephones and related products, electronic equipment or computer hardware or software of any nature whatsoever, unless the entire store premises are less than 4,000 square feet or unless the sale of such item or items is not a primary element of the goods sold in such store and in any event such sales activity involves less than 4,000 square feet;

iii. No space and/or portion of Parcel 1 or Parcel 2 as shown on Exhibit A nor any space and/or portion of any property hereafter added to the Property that is adjacent to the Tandy Tract or within two hundred (200) feet of any entry way to the Tandy store shall be leased or occupied by or conveyed to any other party for use as a motion picture or other theater (excepting any "omni vision" or other non "long-run" theater, and further excepting any display theater utilized in a manner solely incidental to sale of goods or products);

7.2 Condition of Property. The Owner or Occupant of any Tract shall at all times keep the Tract and any Improvements thereon in a safe and clean condition, and shall comply, at its own expense, with all Laws.

7.3 Maintenance of Improvements. Each Owner and Occupant shall be responsible for the maintenance and repair of all Improvements and landscaping on its Tract at its own cost. Such maintenance and repair includes, but is not limited to: (a) Maintenance of all parking areas, private drives, curbs and walkways in accordance with any guidelines hereto and in a clean and safe condition including cleaning, repairing and repainting as often as may be necessary; and (b) cleaning, maintenance and relamping of any external lighting fixtures.

7.4 Refuse Collection Areas. All outdoor refuse collection areas shall be visually screened so as not to be visible from neighboring property or Streets. No refuse collection area shall be permitted between a street and the front of a building.

7.5 Public Utilities. The Declarant reserves the sole right to grant consents for the construction and operation of public utilities including, but not limited to, street railways, interurban or rapid transit, freight railways, poles or lines for electricity, telephone or telegraph, above or below ground conduits, and gas pipes in and upon any and all streets now existing or hereafter established upon which any portion of the Property may now or hereafter front or abut. Any endeavor by Declarant concerning the construction and operation of street railways, interurban or rapid transit or freight railways shall be taken at Declarant's sole expense. The Declarant reserves the exclusive right to grant consents and to petition the proper authorities for any and all street improvements such as grading, seeding, tree planting, sidewalks, paving, sewer and water installation, whether it be on the surface or subsurface, which in the opinion of the Declarant are necessary on or to the Property. Notwithstanding the provisions of Section 2.3, the Declarant reserves the exclusive right to approve above-ground utility lines across the Property or any portion thereof on a temporary basis for the purpose of construction, and such lines shall be permitted when required by a government agency,

7.6 Utilities and Antennae. No sewer, drainage or utility lines, wires, satellite dishes or other device for the communication of transmission of electric current, power or signals (including telephone, television, microwave or radio signals) shall be constructed, placed or maintained anywhere in or upon the Property other than within Buildings or structures unless contained in conduits or placed or maintained underground or concealed in or under Buildings or other structures. No device for the transmission or reception of telephone, television, microwave or radio signals will be allowed within the Property unless the antenna is located and screened so as not to be visible from neighboring properties and streets. Nothing contained herein shall be construed to forbid the erection or use of temporary power or telephone facilities during construction or repair of Improvements.

7.7 Other Uses of Tracts. Dissimilar uses permitted by Law shall be subject to approval by Declarant. Approval or disapproval of uses shall be based upon the effect of such uses on the Property and the Owners and Occupants thereof and the compatibility of such uses with the spirit and intent of this Declaration, and approval shall not be unreasonably withheld.

SECTION 8. MODIFICATION AND REPEAL.

8.1 Amendments or Termination. This Declaration, or any provision hereof, or any covenant, condition, or restriction contained herein, may be terminated, extended, modified or otherwise amended by Declarant with the consent of any and all Owners and Occupants materially affected by such action, except that supplemental Declarations adding additional property as provided in Section 2.2 above or a Notice of Withdrawal as provided in Section 10.8 below shall not require any consent.

8.1.1 Notice. Declarant shall notify any and all Owners, Occupants and Institutional First Mortgagees at least forty-five (45) days and no more than sixty (60) days prior to any termination, extension, modification, or amendment of this Declaration, other than a supplemental Declaration adding additional property as provided in Section 2.2 above or a Notice of Withdrawal as provided in Section 10.8 below. Failure of any Owner, Occupant, or Institutional First Mortgagee to disapprove in writing the proposed action within forty-five (45) days after receipt of a written request for such approval containing the text of any new language to be included and of any existing language to be deleted shall be deemed to be the consent of such Owner, Occupant, or Institutional First Mortgagee.

8.2 Limitation. No modification or amendment of this Declaration shall avert or abridge any approval given by Declarant with respect to proposed development by an Owner.

8.3 Governmental Regulation. All valid laws are deemed to be a part of this Declaration and to the extent that they conflict with any provision, covenant, condition or restriction hereof, said Law shall control and the provision hereof in conflict shall be considered (i) amended to include said law preserving the intent and spirit of the provision; or (ii) stricken herefrom if no amendment of the provisions can be made to preserve the intent and spirit of said provision; provided always that the remainder of this Declaration shall be deemed to remain in full force and effect.

SECTION 9. ENFORCEMENT

9.1 Violation and Liability. The Owner of each Tract and the Occupant, if any, shall be liable for the violation or breach of any term, covenant, condition or restriction contained in this Declaration (herein a "Violation").

9.2 Right to Judicial Remedies. Declarant or any Owner shall have the right to seek any remedy provided by Law against any other Owner or Occupant with respect to a

Violation or attempted Violation, including to enjoin or prevent such Owner or Occupant from doing so, to cause the Violation to be remedied, or to recover damages for the Violation.

9.3 Right of Entry to Remedy Violation. If any Violation shall remain uncured, unabated and/or not removed after ten (10) days written notice to the Owner and to any Occupant, unless a complete cure has been promptly commenced and is being diligently prosecuted, Declarant shall have the right to enter the Tract where the Violation exists and to summarily abate, cure and/or remove, at the Owner's expense, any such Violation. No entry by Declarant nor its agents shall be deemed a trespass, and neither Declarant nor its agents shall be subject to liability for entry or any action taken to remedy or remove a Violation. The cost of any such remedy or removal shall be a binding personal obligation of the Owner of such Tract and shall be paid immediately to Declarant upon demand therefor. Any such cost shall (a) bear interest at the rate of ten percent (10%) per annum from the date incurred until fully repaid to Declarant, and (b) shall constitute a lien against all tracts owned by the subject Owner. In the event Declarant fails to exercise its rights under this Section 9.3, any other Owner may make demand on Declarant to do so, and if Declarant does not so act after ten (10) days' written notice to both Declarant and the Owner or Occupant of the Tract where the Violation exists, and a complete cure has not been promptly commenced and diligently pursued by such Owner or Occupant of the Tract where the Violation exists, the other Owner shall succeed to the rights of Declarant to remedy the Violation under this Section 9.3.

9.4 Right of Entry to Inspect. During reasonable hours and upon reasonable prior written notice, and subject to reasonable security requirements, Declarant or its agents shall have the right to enter upon and inspect any Improvements for the purpose of verifying compliance with this Declaration and standards adopted by Declarant. Declarant and its agents shall not be deemed to have committed a trespass or other wrongful act by reasons of such entry or inspection.

9.5 Nuisance. The result of every Violation is hereby declared to constitute a nuisance and every remedy allowed by law shall be available to and may be exercised by Declarant.

9.6 Attorney's Fees. In any legal proceeding involving the enforcement of any provision hereof or an interpretation of the rights or liabilities of Declarant, or an Owner or Occupant, the losing party or parties shall pay the attorney's fees and other reasonable costs of litigation of the prevailing party or parties, both in preparation for and at trial and in preparation for and on appeal, in such reasonable

amount as shall be fixed by the court before which the matter is heard.

9.7 Failure to Enforce. The failure of Declarant or any other Owner to enforce the observance or performance by an Owner or Occupant of any of the terms, covenants, conditions or restrictions imposed by this Declaration on such Owner or Occupant shall in no event be deemed to be a waiver of the right to do so thereafter or in other cases, nor of the right to enforce any of the other provisions of this Declaration, and the Declarant or other Owner shall have no liability whatsoever with respect to such failure or alleged failure.

9.8 Remedies Cumulative. All of the rights and remedies of Declarant herein are cumulative and are in addition to any other rights and remedies available at law and in equity.

SECTION 10. MISCELLANEOUS.

10.1 Constructive Notice and Acceptance. By the recording of this Declaration, it shall be deemed that every person or entity who now or hereafter owns, occupies, leases, possesses or acquires any right, title or interest in or to any portion of the Property has consented and agreed to every term, covenant, condition and restriction contained herein.

10.2 Declarant Not Liable.

10.2.1 Enforcement of This Declaration. Neither Declarant nor its successors or assigns shall be liable to any Owner, Occupant, Mortgagee or other person or entity by reason of any mistake in judgment, negligence, nonfeasance, action or nonaction, or for the enforcement or failure to enforce any provision of this Declaration. Each Owner, Occupant, and Mortgagee of any of the Property, by acquiring its interest therein, agrees that it will not bring any action or suit against Declarant to recover any such damages or to seek any other relief (including equitable relief) by reason of the same. Notwithstanding the above, Declarant shall remain liable for its own gross negligence or intentional misconduct.

10.2.2 Other Liability. Each and every Owner and Occupant shall and does, by taking title to or by occupying any portion of the Property, agree to defend, indemnify and hold harmless Declarant and each other Owner and Occupant from any claim, loss, damage, cost or expense (including attorneys' fees) arising out of the use, operation, ownership, occupancy, and condition or state of repair of that portion of the Property owned or occupied by such Owner or Occupant. This subsection does not apply to intentional torts of the Declarant and each other Owner and Occupant.

10.3 Runs With Land. All of the easements, covenants, conditions, restrictions and agreements set forth herein are made for the direct, mutual and reciprocal benefit of each and every Tract of the Property, shall create mutual equitable servitudes upon each Tract in favor of every other Tract; shall create reciprocal rights and obligations between respective Owners and Occupants of all Tract, their heirs, successors and assigns, and shall, as to the Owner and Occupant of each tract, its heirs, successors and assigns, operate as covenants running with the land for the mutual benefit of all Tracts, except as otherwise herein provided.

10.4 Rights of Mortgagees. No breach of any covenant, condition or restriction herein contained, or any enforcement thereof, shall render invalid the lien of any Mortgage now or hereafter placed upon the Property or a portion thereof, but Properties obtained by Mortgagees by foreclosure proceedings are subject to all the terms, covenants, conditions, restrictions of this Declaration.

10.5 Captions. The captions and headings of sections are used for convenience only and are not intended in any way to define, limit or describe the scope or intent of any particular action.

10.6 Invalidation. If any provision of this Declaration is held to be invalid by a court of competent jurisdiction, the invalidity of such provision shall not effect the remaining provisions which shall be deemed to remain valid and in full force and affect.

10.7 Insurance. If such insurance is available on commercially reasonable terms, each Owner shall obtain and maintain comprehensive general liability insurance with policy limits and from such companies as are reasonably acceptable to Declarant and naming Declarant as an additional insured on such policies. Evidence of such insurance shall be provided to Declarant upon request. Notwithstanding the above, any Owner that demonstrates to Declarant's reasonable satisfaction that it has a net worth in excess of \$100,000,000 shall be permitted to self-insure up to limits reasonably satisfactory to Declarant.

10.8 Declarant's Withdrawal; Owners' Association. In the event Declarant ceases to develop the Property or is no longer an Owner, Declarant shall record a Notice of Withdrawal from its role as Declarant, as provided below. All rights and liabilities of Declarant hereunder shall terminate upon completion of the Turnover Meeting, as defined below, and the administration of this Declaration shall then vest in an owners' Association which shall thereafter administer the

Property in a manner consistent with this Declaration and as provided below.

10.8.1 Formation. A non-profit unincorporated association composed of all Owners shall automatically be formed in the event Declarant records a Notice of Withdrawal. Upon the majority vote of all Owners and compliance with Law, the Association may incorporate as a non-profit corporation.

10.8.2 Authority. Upon formation of the Association and completion of the Turnover Meeting, the Association shall have the authority and shall assume the responsibility to administer the Property in a manner consistent with this Declaration, including enforcement of this Declaration.

10.8.3 Notice of Withdrawal. If Declarant is no longer an Owner or ceases to develop the Property, Declarant shall record a Notice of Withdrawal stating that Declarant is withdrawing from all rights and liabilities under this Declaration upon completion of the Turnover Meeting, as defined below. The Notice of Withdrawal shall state the time and place for the Turnover Meeting, not less than thirty (30) days or more than sixty (60) days from the date of recording. Declarant shall also deliver a copy of the recorded Notice of Withdrawal to each Owner, within ten (10) days of recording.

10.8.4 Turnover Meeting. At the Turnover Meeting, Declarant shall preside until officers are elected. Declarant shall transfer to the Owners all documents, contracts, records, reports or any other material required or reasonably requested for administration of the Property in a manner consistent with this Declaration. At the Turnover Meeting the members present shall elect officers, such officers shall appoint a committee to review and approve Plans on behalf of the Association pursuant to Section 3 of this Declaration, and the members present shall vote on what matters will, in the future, require a majority vote of all of the members and what matters may be resolved by the officers or an appointed committee, except that approval of Plans may always be performed by a committee. The members present shall also establish a mailing address for the Association and adopt bylaws setting forth how future meetings will be called and run, how officers will be elected or removed, and other such organizational matters, subject to Law and to this Declaration. If no Owners other than Declarant attend the Turnover Meeting, the Owner owning the greatest acreage of the Property shall automatically be appointed President of the Association and shall automatically be appointed to review Plans on behalf of the Association, and Declarant shall deliver all the above materials to such Owner, which shall satisfy Declarant's obligation to complete the Turnover

Meeting. Upon completion of the Turnover Meeting, all rights and liabilities of Declarant under this Declaration shall automatically terminate and the administration of the Property in a manner consistent with this Declaration, and all rights and liabilities associated therewith, shall vest in the Association.

10.8.5 Membership.

10.8.5.1 Qualification. Upon formation of the Association, each Owner shall be a member of the Association. Ownership of a Tract shall be the sole and exclusive qualification for membership in the Association.

10.8.5.2 Transfer of Membership. The Association membership of each Owner shall be appurtenant to the Tract giving rise to such membership, and shall not be assigned, transferred, conveyed, hypothecated or alienated in any way except upon the transfer of title to said Tract or the execution of a land sale contract or assignment of the entire vendee's interest thereof, and then only to the transferee, vendee, or assignee, respectively. Any attempt to make a prohibited transfer of membership in the Association shall be void. Any such transfer or execution of a contract or assignment shall operate automatically to transfer the membership in the Association appurtenant to the subject Tract to the transferee, vendee, or assignee, as the case may be.

10.8.5.3 Address of Owners; Notices. Upon formation of the Association, each Owner shall be obligated to provide the Association with the current name, address and telephone number of the Owner or owners of the Tract. Said names, addresses and/or telephone numbers may be changed at any time by not less than three (3) days' written notice. Any notices desired or required to be given to any Owner shall be in writing and shall be given personally or by mail. If given by mail, such notice shall be deemed received five (5) days after depositing said notice in the United States mail, postage prepaid, certified or registered mail, return receipt requested and addressed to the Owner at the address provided most recently by said Owner. If given personally, such notice shall be effective upon receipt.

10.8.6 Voting. All members of the Association shall be entitled to one (1) vote for each full acre of land in the Property owned by such member and shall be entitled to one (1) vote for any additional land in the Property owned by such member less than a full acre but greater than 0.85 acres. If an Owner owns more than one Tract, said Owner shall have the votes associated with each such Tract. Any action or other matter requiring a vote, or for which a vote is desired, shall be approved upon the concurrence of the Owners having

STATE OF OREGON)
) ss.
County of Multnomah)

14 The foregoing instrument was acknowledged before me this
day of February, 1992 by David B. Robinson as
Vice President of U.S. National Bank of Oregon.

Deanne L. Hildebrand
NOTARY PUBLIC FOR OREGON
My Commission Expires: 5-21-95



PARCEL 1 DESCRIPTION

A parcel of land consisting of two parcels, one of which is Parcel 1 of Partition Plat No. 1991-164 recorded in Fee 91-48507 of the Clackamas County Plat Records, situated in the southwest quarter of Section 13 and a parcel within the southeast quarter of Section 14 in Township 3 South, Range 1 West, Willamette Meridian, City of Wilsonville, Clackamas County, Oregon. Said parcel of land being more particularly described as follows:

COMMENCING at the southwest corner of Section 13, Township 3 South, Range 1 West, Willamette Meridian, Clackamas County, Oregon; thence North $00^{\circ}03'01''$ East along the section line between Sections 13 and 14 a distance of 44.00 feet to the POINT OF BEGINNING; thence continuing North $00^{\circ}03'01''$ East along said section line a distance of 339.50 feet; thence South $89^{\circ}58'30''$ West a distance of 338.63 feet to the easterly right-of-way line of Town Center Loop Road West; thence North $00^{\circ}00'22''$ East along said easterly right-of-way line a distance of 46.55 feet to a point of curvature; thence 247.91 feet along the arc of a 380.54 foot radius curve to the left through a central angle of $37^{\circ}19'37''$ and whose chord bears North $18^{\circ}39'27''$ West a distance of 243.55 feet to a point on a curve; thence North $45^{\circ}03'00''$ East a distance of 589.42 feet to the westerly, northwest corner of said Parcel 1 of Partition Plat 1991-164; thence tracing the northerly, northeasterly, easterly, and southerly lines of said Parcel 1 the following courses and distances: North $45^{\circ}03'00''$ West 4.59 feet; thence South $89^{\circ}57'00''$ East a distance of 66.14 feet; thence South $00^{\circ}03'00''$ West a distance of 63.00 feet; thence South $89^{\circ}57'00''$ East a distance of 479.78 feet; thence South $00^{\circ}03'01''$ West a distance of 285.68 feet to the intersection with a non-tangent curve; thence 93.82 feet along the arc of a 317.33 foot radius curve to the right through a central angle of $16^{\circ}56'21''$ and whose chord bears South $55^{\circ}30'59''$ East a distance of 93.48 feet to a point of reverse curvature; thence 248.26 feet along the arc of a 338.67 foot radius curve to the left through a central angle of $42^{\circ}00'00''$ and whose chord bears South $68^{\circ}02'49''$ East a distance of 242.74 feet to a point of tangency; thence South $89^{\circ}02'49''$ East a distance of 51.65 feet to a point of curvature; thence 174.68 feet along the arc of a 200.00 foot radius curve to the right through a central angle of $50^{\circ}02'34''$ and whose chord bears South $64^{\circ}01'32''$ East a distance of 169.18 feet to a point of tangency; thence South $39^{\circ}00'15''$ East a distance of 97.50 feet to a point on a non-tangent curve; thence 338.31 feet along the arc of 494.00 foot radius curve to the left through a central angle of $39^{\circ}14'18''$ and whose chord bears South $19^{\circ}40'06''$ West a distance of 331.74 feet to a point of tangency; thence South $00^{\circ}02'57''$ West a distance of 39.46 feet to a point of curvature; thence 46.76 feet along the arc of a 30.00 foot radius curve to the right through a central angle of $89^{\circ}18'29''$ and whose chord bears South $44^{\circ}42'11''$ West a distance of 42.17 feet to a point of tangency; thence South $89^{\circ}21'26''$ West a distance of 975.76 feet to the Point of Beginning. Said parcel of land contains 22.96 acres, more or less.

**PARCEL 2
LEGAL DESCRIPTION**

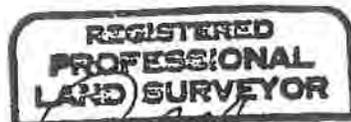
A parcel of land being a portion of Parcel 1 of Partition Plat 1991-202 of the Clackamas County Survey Records and a portion of that certain tract described in deed to Plaza Royal recorded September 5, 1980 in Recorder's Fee 80-33295 of the Clackamas County Deed Records and situated in the southeast quarter of Section 14 in Township 3 South, Range 1 West, Willamette Meridian, City of Wilsonville, Clackamas County, Oregon. Said parcel of land being more particularly described as follows:

COMMENCING at the southeast corner of Section 14, Township 3 South, Range 1 West, Willamette Meridian, Clackamas County, Oregon: thence North $00^{\circ}03'01''$ East along the section line between Sections 13 and 14 a distance of 1,077.07 feet to the most westerly northwest corner of Parcel 1 of Partition Plat No. 1991-164 recorded in Fee 91-48507 of the Clackamas County Plat Records and the **TRUE POINT OF BEGINNING**: thence leaving said section line and tracing the southeasterly line of Parcel 1 of Partition Plat 1991-202 South $45^{\circ}03'00''$ West 400.00 feet; thence leaving said southeasterly line North $44^{\circ}57'00''$ West 435.01 feet to a point of non-tangent curvature; thence tracing the arc of a 2,000.00 foot radius curve to the right (the radial center of which bears North $65^{\circ}07'50''$ West) through a central angle of $07^{\circ}23'12''$ an arc distance of 257.84 feet (the long chord bears South $28^{\circ}33'46''$ West 257.66 feet) to the northeasterly right-of-way line of Town Center Loop Road West (a 72.00 foot-wide public road right-of-way); thence tracing said northeasterly road right-of-way line North $57^{\circ}44'38''$ West 72.00 feet to a point of radial intersection with a 1,928.00 foot radius curve; thence leaving said northeasterly right-of-way line and tracing the arc of a 1,928.00 foot radius curve to the left (the radial center bears North $57^{\circ}44'38''$ West) through a central angle of $05^{\circ}32'12''$ an arc distance of 186.31 feet (the long chord bears North $29^{\circ}29'16''$ East 186.23 feet); thence South $89^{\circ}52'55''$ West 304.91 feet to a point of non-tangent curvature on the said northeasterly right-of-way line of Town Center Loop Road West; thence tracing said right-of-way line along a 268.16 foot radius curve to the right (the radial center bears North $56^{\circ}01'43''$ East) through a central angle of $33^{\circ}55'55''$ an arc distance of 158.81 feet (the long chord bears North $17^{\circ}00'19''$ West 156.50 feet) to a point of tangency; thence continuing along said right-of-way line North $00^{\circ}02'22''$ West 151.37 feet to the intersection with the southeasterly line of that certain tract as deeded to the the estate of Harold Laswell, et al, in deed recorded April 9, 1991 in recorder's fee 91-33353 of the Clackamas County Deed Records; thence tracing the westerly line of said Laswell tract, said line being common with the easterly right-of-way line of Town Center Loop Road West North $00^{\circ}02'22''$ West 98.21 feet to a point of curvature; thence leaving said westerly line of Laswell and tracing the northwesterly and northerly lines of said tract the following courses and distances: tracing the arc of a 30.00 foot radius curve to the right through a central angle of $90^{\circ}00'41''$ an arc

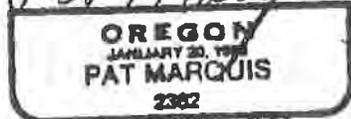
distance of 47.13 feet (the long chord bears North 44°57'58" East 42.43 feet) to a point of tangency; thence North 89°58'19" East 72.56 feet to the centerline of the vacated road known as Market Road No. 27 and the southeasterly line of that certain tract described in deed to the City of Wilsonville recorded November 12, 1986 in recorder's fee 86-44959 of the Clackamas County Deed Records; thence tracing said southeasterly line and continuing along the southeasterly line of that certain tract described in deed to the City of Wilsonville per Recorder's Fee 86-44957 of the Clackamas County Deed Records North 38°37'19" East 51.22 feet to the northerly line of said tract per fee 86-44959; thence tracing said northerly line South 89°58'19" West 104.56 feet to a point of curvature; thence tracing a 30.00 foot radius curve to the right through a central angle of 89°59'19" an arc distance of 47.12 feet (the long chord bears North 45°02'02" West 42.42 feet) to a point of tangency on the easterly right-of-way line of said Town Center Loop Road West as dedicated per document recorded May 31, 1984 in Recorder's fee 84-18317 of the Clackamas County Deed Records; thence leaving said northerly property line and tracing said easterly right-of-way line North 00°02'22" West 121.76 feet; thence leaving said easterly right-of-way line and tracing the following courses and distances: North 89°52'55" East 894.38 feet to a line being parallel with and 140.00 feet westerly of the said section line common to sections 13 and 14; thence tracing said parallel line South 00°03'01" West 528.73 feet; thence South 56°23'33" East 168.00 feet to the TRUE POINT OF BEGINNING.

Containing 648,809 square feet or 14.89 acres more or less.

PARCEL 2 . LEG
467-0302
12/03/91



Pat Marquis

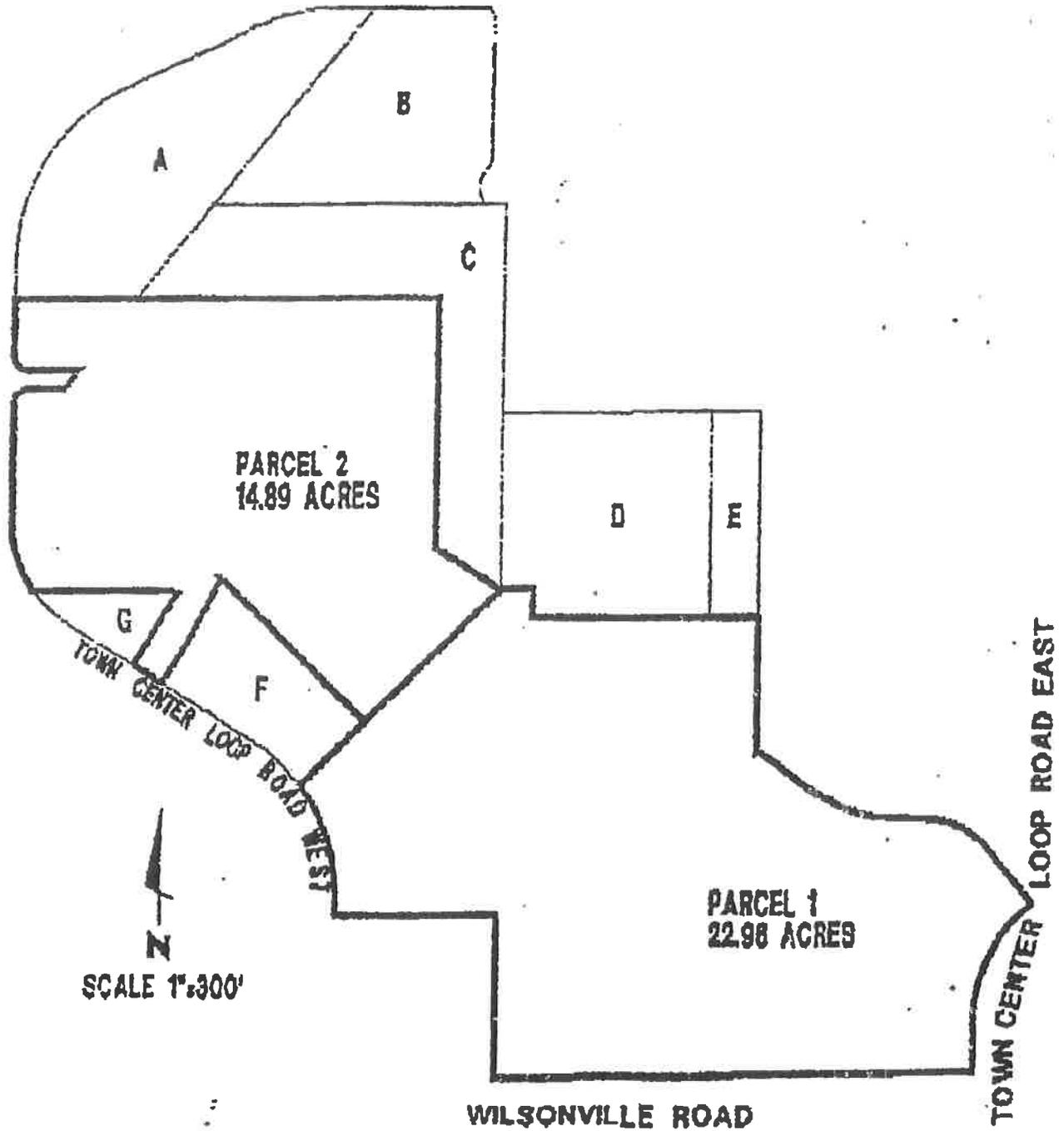


1-28-92

A PORTION OF THE WITHIN DESCRIBED PROPERTY LIES WITHIN PARTITION PLAT 1992-24

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EXHIBIT B



EASEMENT AGREEMENT

This EASEMENT AGREEMENT, dated for reference purposes this ____ day of _____, 1992, is by and between CAPITAL REALTY CORP., an Oregon corporation, its successors and assigns ("Grantor"), and the ESTATE OF FRED A. ANDERSON, DECEASED, EMMA D. LASWELL, a protected person, as successor-in-interest to the Estate of Harold J. Laswell, Deceased, E. JEAN YOUNG, DAVID S. YOUNG, SHERILYNN J. YOUNG and MARLENE A. YOUNG (collectively "Grantee").

RECITALS

A. Grantor is the owner of that certain real property located in Clackamas County, Oregon and more particularly described on Exhibit A attached hereto ("Parcel A").

B. Grantee is the owner of that certain real property abutting Parcel A and more particularly described on Exhibit B attached hereto ("Parcel B"). Pursuant to that certain Wilsonville Town Center Real Estate Contract dated December 27, 1991 (the "WTC Contract"), Grantor is purchasing Parcel B (together with additional land) from Grantee.

C. Grantor will convey Parcel A to Tandy Corporation ("Tandy"). Tandy will then succeed to the rights and obligations hereunder of Grantor that run with the land described as Parcel A.

NOW, THEREFORE, for valuable consideration, the parties agree as follows:

1. Grant of Easement; Establishment of Right-of-Way.

1.1 Grantor hereby grants and conveys to Grantee a temporary, nonexclusive easement and right-of-way, for the purposes set forth in Paragraph 1.3 below, on, over and across the property described on Exhibit C attached hereto and depicted on Exhibit D attached hereto (the "Easement"), subject to all the terms and conditions hereof.

1.2 The Easement shall exist until such time as Grantor (owner of Parcel A) and Grantee (owner of Parcel B) choose to become subject to such Wilsonville Town Center Covenants, Conditions and Restrictions ("CC&R's") as are agreed upon by the parties which CC&R's otherwise provide access to Parcel B from the area of the existing easement and

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from Town Center Loop Road West. At such time as CC&R's are recorded encumbering Parcel A and Parcel B, the Easement shall terminate automatically, and Grantee shall upon request execute a recordable document evidencing such termination.

1.3 Grantee shall use the Easement in connection only with vehicular and pedestrian ingress and egress to and from Parcel B. For purposes of this Agreement, the term "vehicular" does not include farm trucks (excluding pickup trucks) or farm equipment. Following construction of the Roadway (as defined below), Grantee shall have the same rights of ingress and egress over the Roadway as tenants of Grantor, and shall also be subject to the same prohibitions, i.e., Grantee shall not park, load or unload any vehicle on the Easement, other than under emergency conditions. Use of the Easement shall be limited to Grantor and Grantee and their respective successors, assigns, invitees and guests.

2. Construction of Private Roadway. Grantee acknowledges that Grantor will improve the Easement by constructing a roadway thereon (the "Roadway"). During the period of construction of the Roadway, Grantor shall provide Grantee with alternative means of access to Parcel B across Parcel A. The alternative easement location shall be designated in writing by Grantor and use thereof shall be limited to (i) the specific route so designated, and (ii) specific times and dates so designated. In the event Grantor has not constructed the Roadway by June 1, 1994, Grantee may do so at its own cost and expense, subject to the following terms and conditions: (i) the Roadway shall be constructed wholly within the Easement, and (ii) the Roadway shall be constructed in accordance with all applicable statutes, ordinances and land use approvals.

3. Maintenance and Repair. Grantor shall, at its sole cost and expense, maintain the Roadway in good condition and repair. Notwithstanding the foregoing (i) Grantee shall be solely responsible for the repair of any damage to the Roadway caused by Grantee's use thereof, and (ii) in the event Grantor does not complete its purchase of Parcel B and Grantee constructs improvements on Parcel B, Grantee shall, following such date, be responsible for payment of its proportionate share of the cost of maintenance and repair of the Roadway. For purposes of this Section 3, Grantee's proportionate share shall be reasonably determined by Grantor based upon the factors set forth in ORS 105.175, as may be amended from time to time.

With a copy to: Perkins Coie
111 S.W. Fifth Avenue, Suite 2500
Portland, Oregon 97204
Attention: Richard A. Cantlin

If to Grantee: Estate of Fred A. Anderson
8865 S.W. Center Street
Tigard, Oregon 97223

David S. Young, on behalf of
David S. Young, Sherilynn J. Young,
and E. Jean Young
P.O. Box 7
Wilsonville, Oregon 97070

Marlene A. Young
1757 Park Road N.W.
Washington, D.C. 20010

Eugene Derfler, on behalf of
Emma D. Laswell
1408 - 34th Ave. N.W.
Salem, Oregon 97304

Either party may designate a different address for purposes of any subsequent notice by written notice to the other party.

10. Rights of Successors. The easements, benefits and obligations hereunder create mutual benefits and servitudes on Parcels A and B running with the land. This Agreement shall bind and inure to the benefit of the parties hereto, their respective heirs, personal representatives, successors and/or assigns.

11. Not a Public Dedication. Nothing herein contained shall be deemed to be a gift or dedication of any portion of the Easement to the general public or for any public purposes whatsoever, it being the intention of the parties hereto that this Agreement shall be strictly limited to and for the purposes expressed herein.

12. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the state of Oregon.

IN WITNESS WHEREOF, the parties have executed this Easement Agreement as of the date first set forth above.

GRANTOR:

CAPITAL REALTY CORP.,
an Oregon corporation

By *Kimberly J. Beach*
Kimberly J. Beach,
Vice President

GRANTEE:

ESTATE OF FRED A. ANDERSON,
Deceased

By *Phillip M. Anderson*
Personal Representative

EMMA D. LASWELL,
a protected person

By *EMMA Laswell*

E. Jean Young
E. Jean Young

David S. Young
David S. Young

Sherilynn J. Young
Sherilynn J. Young

Marlene A. Young by *D. Young*
Marlene A. Young *Attorney-in-Fact*

STATE OF OREGON)
County of Multnomah) ss.

The foregoing instrument was acknowledged before me this 10th day of February, 1992 by Kimberly J. Beach, the Vice President of CAPITAL REALTY CORP., an Oregon corporation, on behalf of the corporation.

Janette E. Anderson
Notary Public for Oregon
My commission expires 5-21-94

STATE OF OREGON)
County of Multnomah) ss.

The foregoing instrument was acknowledged before me this 7 day of Feb., 1992 by Phyllis M. Anderson as Personal Representative on behalf of the ESTATE OF FRED A. ANDERSON, Deceased.

M. Kimball
Notary Public for Oregon
My commission expires 3/9/93

STATE OF OREGON)
County of Multnomah) ss.

The foregoing instrument was acknowledged before me this 5th day of February, 1992 by Emma D. Laswell, as conservator on behalf of EMMA D. LASWELL, a protected person.

Emma D. Laswell
Notary Public for Oregon
My commission expires 12/1/93

33

STATE OF OREGON)
County of Multnomah) ss.

7 The foregoing instrument was acknowledged before me this day of Feb, 1992 by E. Jean Young.

M Kimball
Notary Public for Oregon
My commission expires 3/4/93

STATE OF OREGON)
County of Multnomah) ss.

7 The foregoing instrument was acknowledged before me this day of Feb, 1992 by David S. Young.

M Kimball
Notary Public for Oregon
My commission expires 3/4/93

STATE OF OREGON)
County of Multnomah) ss.

7 The foregoing instrument was acknowledged before me this day of Feb, 1992 by Sherilynn J. Young.

M Kimball
Notary Public for Oregon
My commission expires 3/4/93

STATE OF OREGON)
County of Multnomah) ss.

7 The foregoing instrument was acknowledged before me this day of Feb, 1992 by Marlene A. Young, through her attorney in fact David S. Young.

M Kimball
Notary Public for Oregon
My commission expires 3/4/93

EXHIBIT A

LEGAL DESCRIPTION

A parcel of land situated in the southeast quarter of Section 14 in Township 3 South, Range 1 West, Willamette Meridian, City of Wilsonville, Clackamas County, Oregon. Said parcel of land being more particularly described as follows:

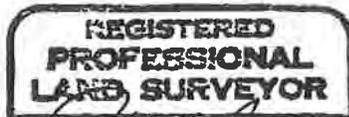
COMMENCING at the southeast corner of Section 14, Township 3 South, Range 1 West, Willamette Meridian, Clackamas County, Oregon: thence North $00^{\circ}03'01''$ East along the section line between Sections 13 and 14 a distance of 1,077.07 feet to the most westerly northwest corner of Parcel 1 of Partition Plat No. 1991-164 recorded in Fee 91-48507 of the Clackamas County Plat Records and the TRUE POINT OF BEGINNING: thence leaving said section line and tracing the following courses and distances: South $45^{\circ}03'00''$ West 400.00 feet; thence North $44^{\circ}57'00''$ West 435.01 feet to a point of non-tangent curvature; thence tracing the arc of a 2,000.00 foot radius curve to the right (the radial center of which bears North $65^{\circ}07'50''$ West) through a central angle of $07^{\circ}23'12''$ an arc distance of 257.84 feet (the long chord bears South $28^{\circ}33'46''$ West 257.66 feet) to the northeasterly right-of-way line of Town Center Loop Road West (a 72.00 foot-wide public road right-of-way); thence tracing said northeasterly road right-of-way line North $57^{\circ}44'38''$ West 72.00 feet to a point of radial intersection with a 1,928.00 foot radius curve; thence leaving said northeasterly right-of-way line and tracing the arc of a 1,928.00 foot radius curve to the left (the radial center bears North $57^{\circ}44'38''$ West) through a central angle of $05^{\circ}32'12''$ an arc distance of 186.31 feet (the long chord bears North $29^{\circ}29'16''$ East 186.23 feet); thence South $89^{\circ}52'55''$ West 304.91 feet to a point of non-tangent curvature on the said northeasterly right-of-way line of Town Center Loop Road West; thence tracing said right-of-way line along a 268.16 foot radius curve to the right (the radial center bears North $56^{\circ}01'43''$ East) through a central angle of $33^{\circ}55'55''$ an arc distance of 158.81 feet (the long chord bears North $17^{\circ}00'19''$ West 156.50 feet) to a point of tangency; thence continuing along said right-of-way line North $00^{\circ}02'22''$ West 151.37 feet to the intersection with the southeasterly line of that certain tract as deeded to the estate of Harold Laswell, et al, in deed recorded April 9, 1991 in recorder's fee 91-33353 of the Clackamas County Deed Records; thence tracing the westerly line of said Laswell tract, said line being common with the easterly right-of-way line of Town Center Loop Road West North $00^{\circ}02'22''$ West 98.21 feet to a point of curvature; thence leaving said westerly line of Laswell and tracing the northwesterly and northerly lines of said tract the following courses and distances: tracing the arc of a 30.00 foot radius curve to the right through a central angle of $90^{\circ}00'41''$ an arc distance of 47.13 feet (the long chord bears North $44^{\circ}57'58''$ East 42.43 feet) to a point of tangency; thence North $89^{\circ}58'19''$ East 72.56 feet to the centerline of the vacated road known as Market Road No. 27 and the southeasterly line of that certain tract described in deed to the

EXHIBIT B

PARCEL B
LEGAL DESCRIPTION

A parcel of land being a portion of Parcel 1 of Partition Plat 1991-202 of the Clackamas County Survey Records and situated in the southeast quarter of Section 14 in Township 3 South, Range 1 West, Willamette Meridian, City of Wilsonville, Clackamas County, Oregon. Said parcel of land being more particularly described as follows:

COMMENCING at the southeast corner of Section 14, Township 3 South, Range 1 West, Willamette Meridian, Clackamas County, Oregon: thence North $00^{\circ}03'01''$ East along the section line between Sections 13 and 14 a distance of 1,077.07 feet to the most westerly northwest corner of Parcel 1 of Partition Plat No. 1991-164 recorded in Fee 91-48507 of the Clackamas County Plat Records; thence leaving said section line and tracing the southeasterly line of Parcel 1 of Partition Plat 1991-202 South $45^{\circ}03'00''$ West 400.00 feet to the TRUE POINT OF BEGINNING: thence continuing along said southeasterly line South $45^{\circ}03'00''$ West 189.42 feet to the northeasterly right-of-way line of Town Center Loop Road West (a 72.00 foot-wide public road right-of-way) and a point of non-tangent curvature; thence tracing said northeasterly road right-of-way line along the arc of a 380.54 foot radius curve to the left (the radial center bears South $52^{\circ}40'44''$ West) through a central angle of $20^{\circ}25'23''$ an arc distance of 135.64 feet (the long chord bears North $47^{\circ}31'57''$ West North $44^{\circ}57'00''$ West 435.01 feet) to a point of tangency; thence continuing along said right-of-way line North $57^{\circ}44'38''$ West 232.88 feet to a point of non-tangent curvature; thence leaving said right-of-way and tracing a 2,000.00 foot radius curve to the left (the radial center bears North $57^{\circ}44'38''$ West) through a central angle of $07^{\circ}23'12''$ an arc distance of 257.84 feet (the long chord bears North $28^{\circ}33'46''$ East 257.66 feet); thence South $44^{\circ}57'44''$ East 435.01 feet to the TRUE POINT OF BEGINNING. Containing 83,985 square feet or 1.928 acres more or less.



Pat Marquis



1-28-92

PARCEL F. LEG
467-0302
1/27/92

WITHIN DESCRIBED PROPERTY LIES WITHIN PARTITION PLAT 1992-24

EXHIBIT C

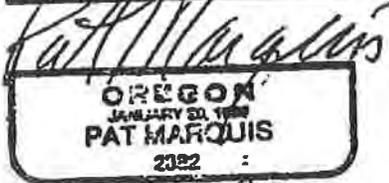
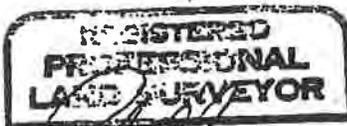
ACCESS EASEMENT
LEGAL DESCRIPTION

A parcel of land being a portion of Parcel 1 of Partition Plat 1991-202 of the Clackamas County Survey Records and situated in the southeast quarter of Section 14 in Township 3 South, Range 1 West, Willamette Meridian, City of Wilsonville, Clackamas County, Oregon. Said parcel of land being more particularly described as follows:

COMMENCING at the southeast corner of Section 14, Township 3 South, Range 1 West, Willamette Meridian, Clackamas County, Oregon: thence North 00°03'01" East along the section line between Sections 13 and 14 a distance of 1,077.07 feet to the most westerly northwest corner of Parcel 1 of Partition Plat No. 1991-164 recorded in Fee 91-48507 of the Clackamas County Plat Records; thence leaving said section line and tracing the southeasterly line of Parcel 1 of Partition Plat 1991-202 South 45°03'00" West 400.00 feet; thence leaving said southeasterly line North 44°57'00" West 435.01 feet to a point of non-tangent curvature and THE TRUE POINT OF BEGINNING: thence tracing the arc of a 2,000.00 foot radius curve to the right (the radial center of which bears North 65°07'50" West) through a central angle of 07°23'12" an arc distance of 257.84 feet (the long chord bears South 28°33'46" West 257.67 feet) to the northeasterly right-of-way line of Town Center Loop Road West (a 72.00 foot-wide public road right-of-way); thence tracing said northeasterly road right-of-way line North 57°44'38" West 72.00 feet to a point of radial intersection with a 1,928.00 foot radius curve; thence leaving said northeasterly right-of-way line and tracing the arc of a 1,928.00 foot radius curve to the left (the radial center bears North 57°44'38" West) through a central angle of 05°32'12" an arc distance of 186.31 feet (the long chord bears North 29°29'16" East 186.23 feet); thence North 74°25'13" East 95.94 feet to the TRUE POINT OF BEGINNING.

Containing 16,000 square feet or 0.367 acres more or less.

ACCESS.LEG
467-0302
12/03/91

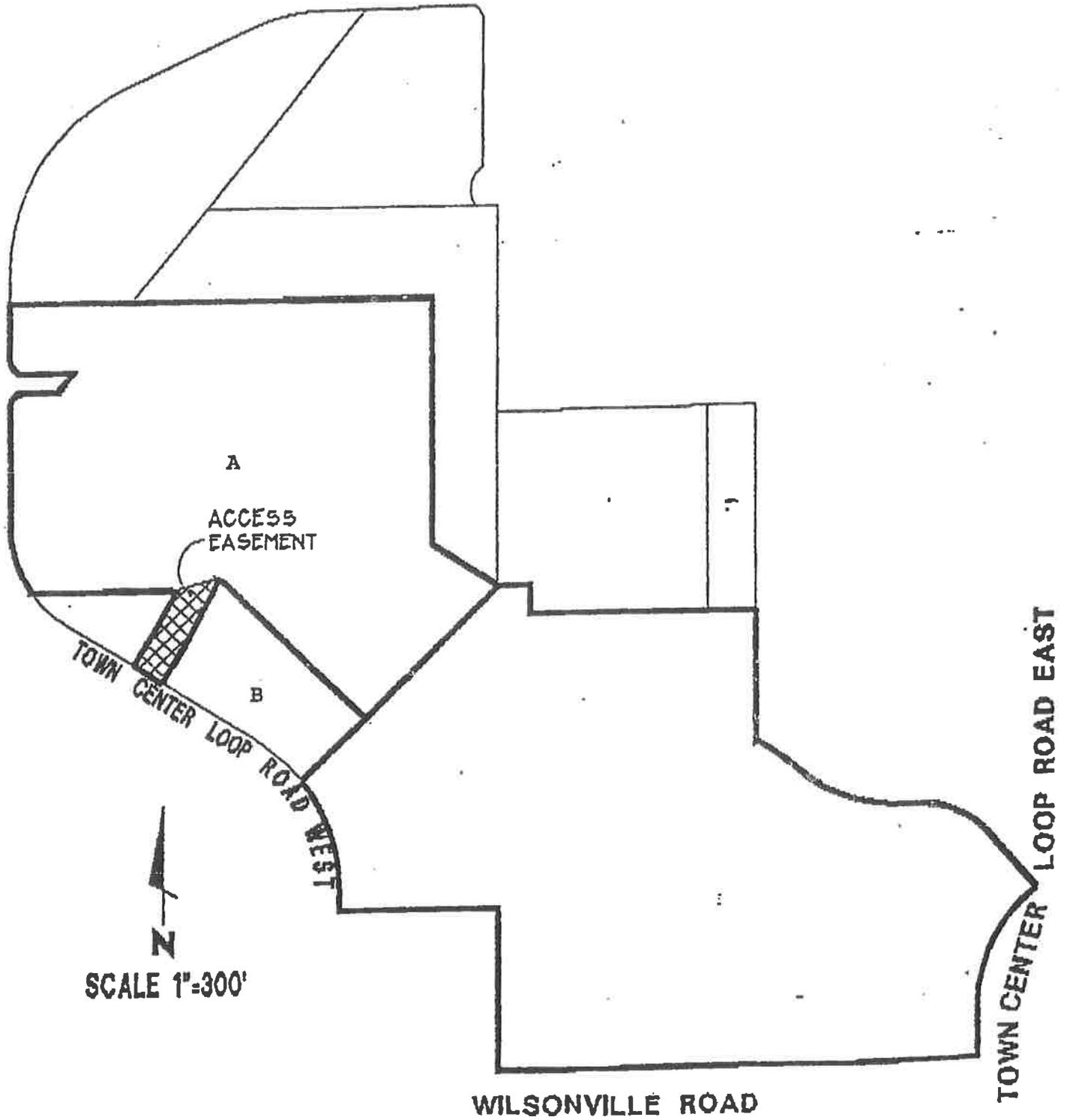


1-28-92

THE WITHIN DESCRIBED PROPERTY LIES WITHIN PARTITION PLAT 1992-24

EXHIBIT D

EXHIBIT MAP



EASEMENT AGREEMENT

This EASEMENT AGREEMENT, dated for reference purposes this _____ day of _____, 1992, is by and between CAPITAL REALTY CORP., an Oregon corporation, its successors and assigns ("Grantor"), and the ESTATE OF FRED A. ANDERSON, DECEASED, EMMA D. LASWELL, a protected person, as successor-in-interest to the Estate of Harold J. Laswell, Deceased, E. JEAN YOUNG, DAVID S. YOUNG, SHERILYNN J. YOUNG and MARLENE A. YOUNG (collectively "Grantee").

RECITALS

A. Grantor is the owner of that certain real property located in Clackamas County, Oregon and more particularly described on Exhibit A attached hereto ("Parcel A").

B. Grantee is the owner of that certain real property abutting Parcel A and more particularly described on Exhibit B attached hereto ("Parcel B"). Pursuant to that certain Wilsonville Town Center Real Estate Contract dated December 27, 1991 (the "WTC Contract"), Grantor is purchasing Parcel B (together with additional land) from Grantee.

C. Grantor will convey Parcel A to Tandy Corporation ("Tandy"). Tandy will then succeed to the rights and obligations hereunder of Grantor that run with the land described as Parcel A.

NOW, THEREFORE, for valuable consideration, the parties agree as follows:

1. Grant of Easement; Establishment of Right-of-Way.

1.1 Grantor hereby grants and conveys to Grantee a temporary, nonexclusive easement and right-of-way, for the purposes set forth in Paragraph 1.3 below, on, over and across the property described on Exhibit C attached hereto and depicted on Exhibit D attached hereto (the "Easement"), subject to all the terms and conditions hereof.

1.2 The Easement shall exist until such time as Grantor (owner of Parcel A) and Grantee (owner of Parcel B) choose to become subject to such Wilsonville Town Center Covenants, Conditions and Restrictions ("CC&R's") as are agreed upon by the parties which CC&R's otherwise provide access to Parcel B from the area of the existing easement and

from Town Center Loop Road West. At such time as CC&R's are recorded encumbering Parcel A and Parcel B, the Easement shall terminate automatically, and Grantee shall upon request execute a recordable document evidencing such termination.

1.3 Grantee shall use the Easement in connection only with vehicular and pedestrian ingress and egress to and from Parcel B. For purposes of this Agreement, the term "vehicular" does not include farm trucks (excluding pickup trucks) or farm equipment. Following construction of the Roadway (as defined below), Grantee shall have the same rights of ingress and egress over the Roadway as tenants of Grantor, and shall also be subject to the same prohibitions, i.e., Grantee shall not park, load or unload any vehicle on the Easement, other than under emergency conditions. Use of the Easement shall be limited to Grantor and Grantee and their respective successors, assigns, invitees and guests.

2. Construction of Private Roadway. Grantee acknowledges that Grantor will improve the Easement by constructing a roadway thereon (the "Roadway"). During the period of construction of the Roadway, Grantor shall provide Grantee with alternative means of access to Parcel B across Parcel A. The alternative easement location shall be designated in writing by Grantor and use thereof shall be limited to (i) the specific route so designated, and (ii) specific times and dates so designated. In the event Grantor has not constructed the Roadway by June 1, 1994, Grantee may do so at its own cost and expense, subject to the following terms and conditions: (i) the Roadway shall be constructed wholly within the Easement, and (ii) the Roadway shall be constructed in accordance with all applicable statutes, ordinances and land use approvals.

3. Maintenance and Repair. Grantor shall, at its sole cost and expense, maintain the Roadway in good condition and repair. Notwithstanding the foregoing (i) Grantee shall be solely responsible for the repair of any damage to the Roadway caused by Grantee's use thereof, and (ii) in the event Grantor does not complete its purchase of Parcel B and Grantee constructs improvements on Parcel B, Grantee shall, following such date, be responsible for payment of its proportionate share of the cost of maintenance and repair of the Roadway. For purposes of this Section 3, Grantee's proportionate share shall be reasonably determined by Grantor based upon the factors set forth in ORS 105.175, as may be amended from time to time.

4. Real Property Taxes. Grantor shall pay when due all real property taxes, assessments or other charges levied against the land covered by the Easement.

5. Indemnification. Grantee shall defend, indemnify and hold Grantor harmless from any claim, loss or liability (including attorney fees) arising out of Grantee's use of the Easement.

6. Condemnation; Dedication. In the event that the Easement or any part thereof is taken by power of eminent domain, or is conveyed under threat of condemnation and such taking will render the Roadway unusable for normal, regular two-way vehicular ingress and egress, Grantor and Grantee shall participate in obtaining alternative access to their respective parcels and, if necessary, Grantee shall be entitled to a replacement easement over the common areas of Parcel A. The proceeds of such condemnation or sale shall be payable solely to Grantor.

7. Breach of Obligations. In the event either party shall fail to perform its obligations under this Agreement, the other party shall be entitled to require such performance by suit for specific performance or, where appropriate, through injunctive relief. Such remedies shall be in addition to any other remedies afforded under Oregon law and those rights of cure and reimbursement specifically granted under this Agreement.

8. Attorney Fees. In the event of any litigation arising under this Agreement, the prevailing party shall recover from the losing party the prevailing party's reasonable attorney fees at trial or on appeal as adjudged by the trial or appellate court.

9. Notices. Whenever any notice is required under this Agreement, it shall be made in writing and served either personally or sent by U.S. certified mail, postage prepaid, return receipt requested, and addressed to the parties as follows:

If to Grantor:

Capital Realty Corp.
101 S.W. Main Street, Suite 1500
Portland, Oregon 97204
Attention: Kimberly J. Beach

With a copy to: Perkins Coie
111 S.W. Fifth Avenue, Suite 2500
Portland, Oregon 97204
Attention: Richard A. Cantlin

If to Grantee: Estate of Fred A. Anderson
8865 S.W. Center Street
Tigard, Oregon 97223

David S. Young, on behalf of
David S. Young, Sherilynn J. Young,
and E. Jean Young
P.O. Box 7
Wilsonville, Oregon 97070

Marlene A. Young
1757 Park Road N.W.
Washington, D.C. 20010

Eugene Derfler, on behalf of
Emma D. Laswell
1408 - 34th Ave. N.W.
Salem, Oregon 97304

Either party may designate a different address for purposes of any subsequent notice by written notice to the other party.

10. Rights of Successors. The easements, benefits and obligations hereunder create mutual benefits and servitudes on Parcels A and B running with the land. This Agreement shall bind and inure to the benefit of the parties hereto, their respective heirs, personal representatives, successors and/or assigns.

11. Not a Public Dedication. Nothing herein contained shall be deemed to be a gift or dedication of any portion of the Easement to the general public or for any public purposes whatsoever, it being the intention of the parties hereto that this Agreement shall be strictly limited to and for the purposes expressed herein.

12. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the state of Oregon.

IN WITNESS WHEREOF, the parties have executed this Easement Agreement as of the date first set forth above.

GRANTOR:

CAPITAL REALTY CORP.,
an Oregon corporation

By Kimberly J. Beach
Kimberly J. Beach,
Vice President

GRANTEE:

ESTATE OF FRED A. ANDERSON,
Deceased

By Phyllis M. Anderson
Phyllis M. Anderson
Personal Representative

EMMA D. LASWELL,
a protected person

By EMMA LASWELL
EMMA LASWELL

E. Jean Young
E. Jean Young

David S. Young
David S. Young

Sherilynn J. Young
Sherilynn J. Young

Marlene A. Young by D. Young
Marlene A. Young Attorney-in-fact

STATE OF OREGON)
County of Multnomah) ss.

10th The foregoing instrument was acknowledged before me this day of February, 1992 by Kimberly J. Beach, the Vice President of CAPITAL REALTY CORP., an Oregon corporation, on behalf of the corporation.

Summitts E Anderson
Notary Public for Oregon
My commission expires 5-21-94

STATE OF OREGON)
County of Multnomah) ss.

7 The foregoing instrument was acknowledged before me this day of Feb, 1992 by Phyllis M Anderson, as Personal Representative on behalf of the ESTATE OF FRED A. ANDERSON, Deceased.

M Anderson
Notary Public for Oregon
My commission expires 3/4/93

STATE OF OREGON)
County of Multnomah) ss.

14th The foregoing instrument was acknowledged before me this day of February, 1992 by Emma L Dwyer, as Witness on behalf of EMMA D. LASWELL, a protected person.

Emma L Dwyer
Notary Public for Oregon
My commission expires 2/5/93

95

STATE OF OREGON

County of Multnomah) ss.

7 The foregoing instrument was acknowledged before me this day of Feb, 1992 by E. Jean Young.

M. Kimball
Notary Public for Oregon
My commission expires 3/9/93

STATE OF OREGON

County of Multnomah) ss.

7 The foregoing instrument was acknowledged before me this day of Feb, 1992 by David S. Young.

M. Kimball
Notary Public for Oregon
My commission expires 3/9/93

STATE OF OREGON

County of Multnomah) ss.

7 The foregoing instrument was acknowledged before me this day of Feb, 1992 by Sherilynn J. Young.

M. Kimball
Notary Public for Oregon
My commission expires 3/9/93

STATE OF OREGON

County of Multnomah) ss.

7 The foregoing instrument was acknowledged before me this day of Feb, 1992 by Marlene A. Young, through her attorney in fact David S. Young.

M. Kimball
Notary Public for Oregon
My commission expires 3/9/93

46

EXHIBIT A

LEGAL DESCRIPTION

A parcel of land situated in the southeast quarter of Section 14 in Township 3 South, Range 1 West, Willamette Meridian, City of Wilsonville, Clackamas County, Oregon. Said parcel of land being more particularly described as follows:

COMMENCING at the southeast corner of Section 14, Township 3 South, Range 1 West, Willamette Meridian, Clackamas County, Oregon: thence North $00^{\circ}03'01''$ East along the section line between Sections 13 and 14 a distance of 1,077.07 feet to the most westerly northwest corner of Parcel 1 of Partition Plat No. 1991-164 recorded in Fee 91-48507 of the Clackamas County Plat Records and the TRUE POINT OF BEGINNING: thence leaving said section line and tracing the following courses and distances: South $45^{\circ}03'00''$ West 400.00 feet; thence North $44^{\circ}57'00''$ West 435.01 feet to a point of non-tangent curvature; thence tracing the arc of a 2,000.00 foot radius curve to the right (the radial center of which bears North $65^{\circ}07'50''$ West) through a central angle of $07^{\circ}23'12''$ an arc distance of 257.84 feet (the long chord bears South $28^{\circ}33'46''$ West 257.66 feet) to the northeasterly right-of-way line of Town Center Loop Road West (a 72.00 foot-wide public road right-of-way); thence tracing said northeasterly road right-of-way line North $57^{\circ}44'38''$ West 72.00 feet to a point of radial intersection with a 1,928.00 foot radius curve; thence leaving said northeasterly right-of-way line and tracing the arc of a 1,928.00 foot radius curve to the left (the radial center bears North $57^{\circ}44'38''$ West) through a central angle of $05^{\circ}32'12''$ an arc distance of 186.31 feet (the long chord bears North $29^{\circ}29'16''$ East 186.23 feet); thence South $89^{\circ}52'55''$ West 304.91 feet to a point of non-tangent curvature on the said northeasterly right-of-way line of Town Center Loop Road West; thence tracing said right-of-way line along a 268.16 foot radius curve to the right (the radial center bears North $56^{\circ}01'43''$ East) through a central angle of $33^{\circ}55'55''$ an arc distance of 158.81 feet (the long chord bears North $17^{\circ}00'19''$ West 156.50 feet) to a point of tangency; thence continuing along said right-of-way line North $00^{\circ}02'22''$ West 151.37 feet to the intersection with the southeasterly line of that certain tract as deeded to the estate of Harold Laswell, et al, in deed recorded April 9, 1991 in recorder's fee 91-33353 of the Clackamas County Deed Records; thence tracing the westerly line of said Laswell tract, said line being common with the easterly right-of-way line of Town Center Loop Road West North $00^{\circ}02'22''$ West 98.21 feet to a point of curvature; thence leaving said westerly line of Laswell and tracing the northwesterly and northerly lines of said tract the following courses and distances: tracing the arc of a 30.00 foot radius curve to the right through a central angle of $90^{\circ}00'41''$ an arc distance of 47.13 feet (the long chord bears North $44^{\circ}57'58''$ East 42.43 feet) to a point of tangency; thence North $89^{\circ}58'19''$ East 72.56 feet to the centerline of the vacated road known as Market Road No. 27 and the southeasterly line of that certain tract described in deed to the

City of Wilsonville recorded November 12, 1986 in recorder's fee 86-44959 of the Clackamas County Deed Records; thence tracing said southeasterly line and continuing along the southeasterly line of that certain tract described in deed to the City of Wilsonville per Recorder's Fee 86-44957 of the Clackamas County Deed Records and continuing along said centerline North 38°37'19" East 246.05 feet; thence leaving said centerline North 89°52'55" East 638.12 feet to a line being parallel with and 140.00 feet westerly of the said section line common to Sections 13 and 14; thence tracing said parallel line South 00°03'01" West 528.73 feet; thence leaving said parallel line South 56°23'33" East 168.00 feet to the TRUE POINT OF BEGINNING.

Containing 619,320 square feet or 14.218 acres more or less.

THUNDR3.LEG
467-0302
12/04/91

REGISTERED
PROFESSIONAL
LAND SURVEYOR

Pat Marquis

OREGON
JANUARY 21, 1989
PAT MARQUIS
2382

12-5-91

A PORTION OF THE WITHIN DESCRIBED PROPERTY LIES WITHIN PARTITION PLAT 1992-24

48

EXHIBIT B

PARCEL B
LEGAL DESCRIPTION

A parcel of land being a portion of Parcel 1 of Partition Plat 1991-202 of the Clackamas County Survey Records and situated in the southeast quarter of Section 14 in Township 3 South, Range 1 West, Willamette Meridian, City of Wilsonville, Clackamas County, Oregon. Said parcel of land being more particularly described as follows:

COMMENCING at the southeast corner of Section 14, Township 3 South, Range 1 West, Willamette Meridian, Clackamas County, Oregon: thence North $00^{\circ}03'01''$ East along the section line between Sections 13 and 14 a distance of 1,077.07 feet to the most westerly northwest corner of Parcel 1 of Partition Plat No. 1991-164 recorded in Fee 91-48507 of the Clackamas County Plat Records; thence leaving said section line and tracing the southeasterly line of Parcel 1 of Partition Plat 1991-202 South $45^{\circ}03'00''$ West 589.42 feet to the northeasterly right-of-way line of Town Center Loop Road West (a 72.00 foot-wide public road right-of-way) and a point of non-tangent curvature; thence tracing said northeasterly road right-of-way line along the arc of a 380.54 foot radius curve to the left (the radial center bears South $52^{\circ}40'44''$ West) through a central angle of $20^{\circ}25'23''$ an arc distance of 135.64 feet (the long chord bears North $47^{\circ}31'57''$ West North $44^{\circ}57'00''$ West 435.01 feet) to a point of tangency; thence continuing along said right-of-way line North $57^{\circ}44'38''$ West 304.88 feet to THE TRUE POINT OF BEGINNING: thence continuing along said right-of-way North $57^{\circ}44'38''$ West 158.42 feet to a point of curvature; thence tracing the arc of a 268.16 foot radius curve to the right through a central angle of $23^{\circ}46'21''$ an arc distance of 111.26 feet (the long chord bears North $45^{\circ}51'27''$ West 110.47 feet); thence leaving said right-of-way line North $89^{\circ}52'55''$ East 304.91 feet to a point of non-tangent curvature; thence tracing the arc of a 1,928.00 foot radius curve to the right (the radial center bears North $63^{\circ}16'50''$ West) through a central angle of $05^{\circ}32'12''$ an arc distance of 186.31 feet (the long chord bears South $29^{\circ}29'16''$ West 186.23 feet) to THE TRUE POINT OF BEGINNING. Containing 27,191 square feet or 0.624 acres more or less.

PARCELOG.LEG
467-0302
1/27/92



1-28-92

EXHIBIT C

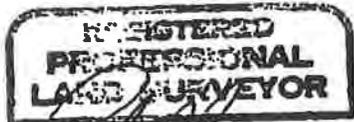
ACCESS EASEMENT
LEGAL DESCRIPTION

A parcel of land being a portion of Parcel 1 of Partition Plat 1991-202 of the Clackamas County Survey Records and situated in the southeast quarter of Section 14 in Township 3 South, Range 1 West, Willamette Meridian, City of Wilsonville, Clackamas County, Oregon. Said parcel of land being more particularly described as follows:

COMMENCING at the southeast corner of Section 14, Township 3 South, Range 1 West, Willamette Meridian, Clackamas County, Oregon: thence North $00^{\circ}03'01''$ East along the section line between Sections 13 and 14 a distance of 1,077.07 feet to the most westerly northwest corner of Parcel 1 of Partition Plat No. 1991-164 recorded in Fee 91-48507 of the Clackamas County Plat Records; thence leaving said section line and tracing the southeasterly line of Parcel 1 of Partition Plat 1991-202 South $45^{\circ}03'00''$ West 400.00 feet; thence leaving said southeasterly line North $44^{\circ}57'00''$ West 435.01 feet to a point of non-tangent curvature and THE TRUE POINT OF BEGINNING: thence tracing the arc of a 2,000.00 foot radius curve to the right (the radial center of which bears North $65^{\circ}07'50''$ West) through a central angle of $07^{\circ}23'12''$ an arc distance of 257.84 feet (the long chord bears South $28^{\circ}33'46''$ West 257.67 feet) to the northeasterly right-of-way line of Town Center Loop Road West (a 72.00 foot-wide public road right-of-way); thence tracing said northeasterly road right-of-way line North $57^{\circ}44'38''$ West 72.00 feet to a point of radial intersection with a 1,928.00 foot radius curve; thence leaving said northeasterly right-of-way line and tracing the arc of a 1,928.00 foot radius curve to the left (the radial center bears North $57^{\circ}44'38''$ West) through a central angle of $05^{\circ}32'12''$ an arc distance of 186.31 feet (the long chord bears North $29^{\circ}29'16''$ East 186.23 feet); thence North $74^{\circ}25'13''$ East 95.94 feet to the TRUE POINT OF BEGINNING.

Containing 16,000 square feet or 0.367 acres more or less.

ACCESS.LEG
467-0302
12/03/91



Pat Marquis

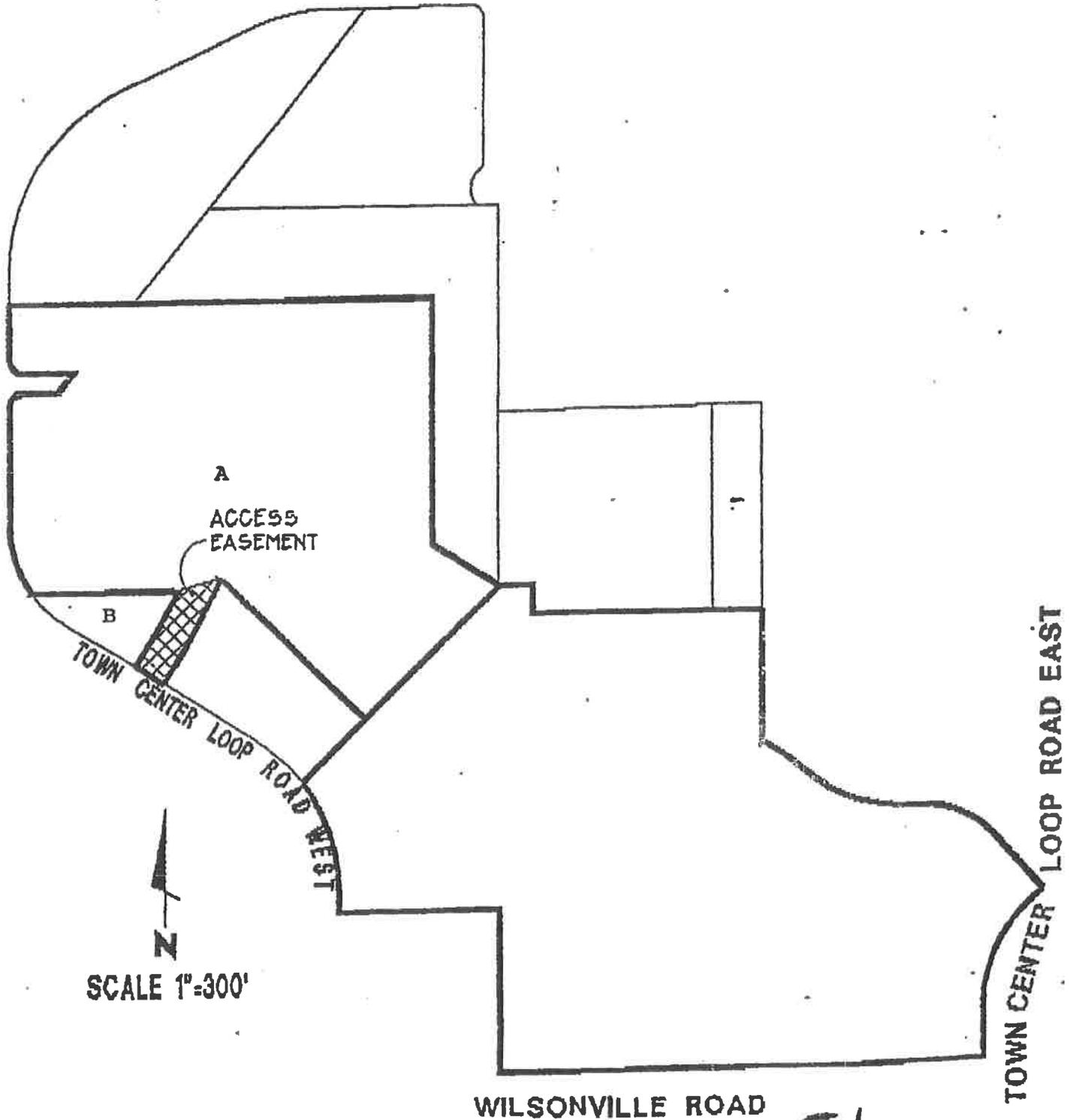
OREGON
JANUARY 23, 1989
PAT MARQUIS
2322

1-28-92

THE WITHIN DESCRIBED PROPERTY LIES WITHIN PARTITION PLAT 1992-24

EXHIBIT D

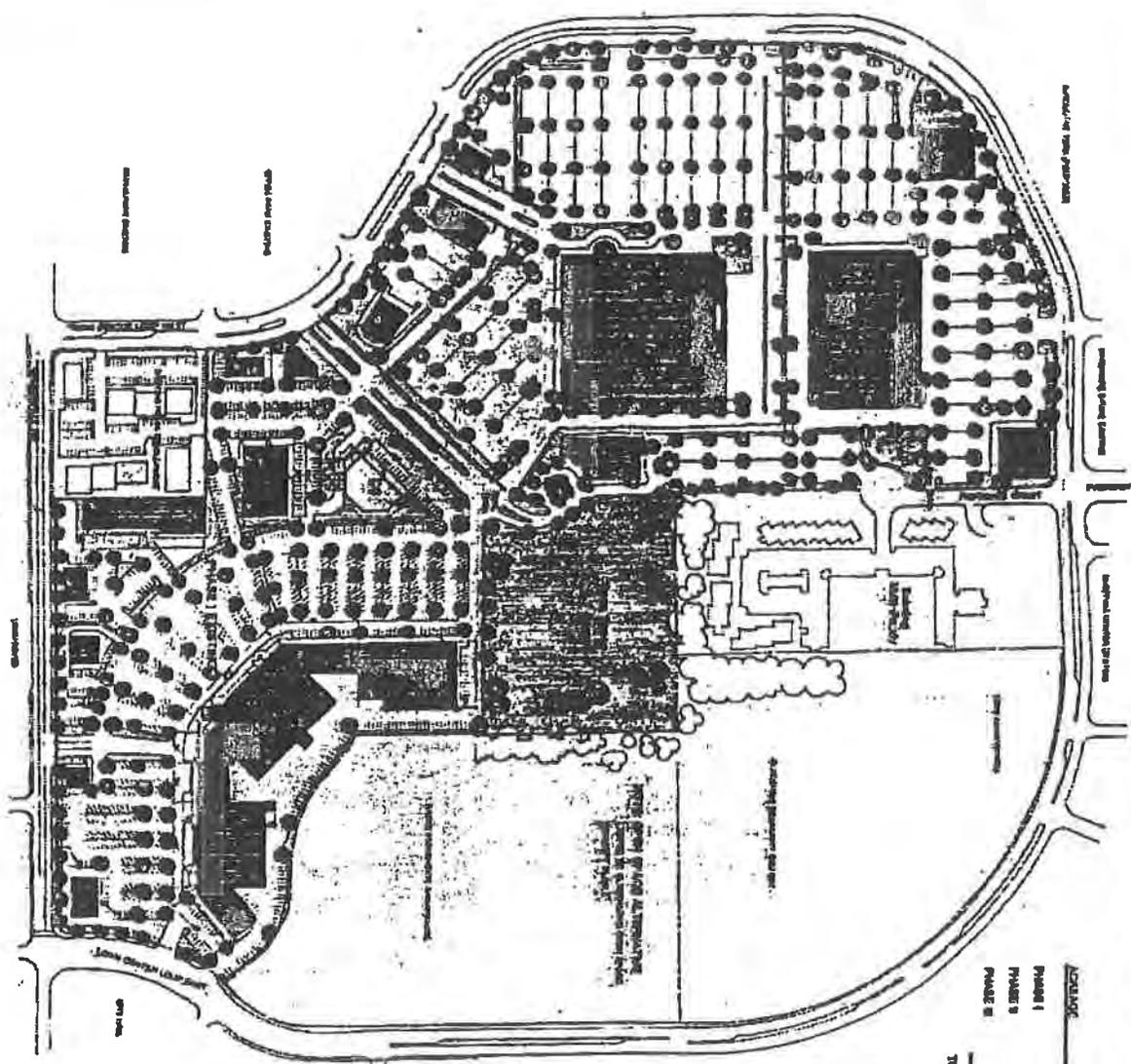
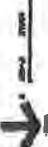
EXHIBIT MAP



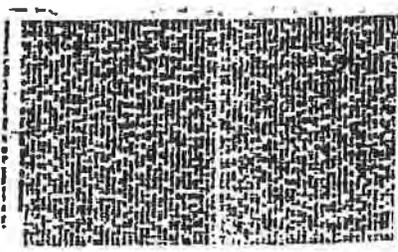
N
SCALE 1"=300'

51

SITE MASTER PLAN: PHASE I, II, & III



LEGEND	
Phase I	NEW ACRES
Phase II	NEW ACRES
Phase III	NEW ACRES
TOTAL	NEW ACRES



1	WILSON
	WILSON

016 117

2/2
30/2
90

**SECOND SUPPLEMENTAL PLANNED
BUSINESS COMMUNITY DECLARATION FOR
WILSONVILLE TOWN CENTER PROPERTY**

This SECOND SUPPLEMENTAL PLANNED BUSINESS COMMUNITY DECLARATION FOR WILSONVILLE TOWN CENTER PROPERTY (this "Supplemental Declaration") is made this 14th day of ~~January~~, 1996, by CAPITAL REALTY CORP., an Oregon corporation ("Declarant"). *February*

Declarant has made that certain Planned Business Community Declaration for Wilsonville Town Center Property recorded on February 14, 1992, at No. 92-08575 in the official records of Clackamas County, as amended by that certain First Amendment to Planned Business Community Declaration for Wilsonville Town Center Property recorded on October 8, 1992, at No. 92-63558, as supplemented by that certain First Supplemental Planned Business Community Declaration for Wilsonville Town Center Property, recorded on December 17, 1993, at No. 93-95443, and as amended by that certain Second Amendment to Planned Business Community Declaration for Wilsonville Town Center Property, recorded on December 30, 1994, at No. 94-098676 (collectively, as amended and supplemented, the "Declaration"), concerning certain real property in the City of Wilsonville, Clackamas County, Oregon (the "Original Property"). Declarant currently owns a portion of the Original Property.

TRANSACTION
TITLE INSURANCE 4700196

Ret. to:
Vic. Kee K.

Declarant owns that certain real property in the City of Wilsonville, Clackamas County, Oregon, described on Exhibit A attached hereto (the "Additional Property"). The Additional Property is adjacent to the Original Property.

NOW, THEREFORE, pursuant to Section 2.2 of the Declaration, by recording this Supplemental Declaration in the chains of title of both the Original Property and the Additional Property, Declarant hereby declares that the Additional Property shall be held, sold and conveyed subject to the Declaration and the easements, covenants, restrictions and charges set forth therein, which shall run with the Additional Property and shall be binding upon and inure to the benefit of all parties having or acquiring any right, title or interest in the Additional Property or any part thereof.

The Declaration references a Master Plan for Wilsonville Town Center Property. That Master Plan has been amended and modified from time to time. The Partial Master Plan depicted on Exhibit B attached hereto shall hereafter be the Master Plan referred to in the Declaration with respect to the northernmost property subject to this Declaration (including the Additional Property).

1 - SECOND SUPPLEMENTAL PLANNED BUSINESS COMMUNITY DECLARATION FOR WILSONVILLE TOWN CENTER PROPERTY

CTM17664.doc

96-013196

By adoption of this Supplemental Declaration, Declarant is not committing itself to take any action for which definite provision is not made in the Declaration, nor is Declarant prohibited from undertaking any activity not described in the Declaration.

IN WITNESS WHEREOF, Declarant has executed this Supplemental Declaration on the date first above written.

CAPITAL REALTY CORP.
an Oregon corporation

By: *Don C. Weege*
Name: Don C. Weege
Title: VICE PRESIDENT

STATE OF OREGON)
) ss.
County of Washington

This instrument was acknowledged before me on this 14th day of ^{February} ~~January~~, 1996, by Don C. Weege as Vice President of Capital Realty Corp., an Oregon corporation.



Susan M. Myers
Notary Public for Oregon
My Commission Expires: 10/31/96

Exhibit 'A'

DESCRIPTION:

A parcel of land being a portion of that certain tract described in Deed to Plaza Royal, recorded September 5, 1980, in Recorder's Fee No. 80 33295 and all of that certain tract described in Deed to Plaza Royal recorded November 15, 1982, in Recorder's Fee No. 82 31329 of the Clackamas County Deed Records and situated in the Southeast one-quarter of Section 14 in Township 3 South, Range 1 West of the Willamette Meridian, in the City of Wilsonville, County of Clackamas and State of Oregon. Said parcel of land being more particularly described as follows:

Commencing at the East one-quarter corner of Section 14, Township 3 South, Range 1 West of the Willamette Meridian, in the County of Clackamas and State of Oregon; thence South $00^{\circ}03'01''$ West along the section line between Sections 13 and 14, a distance of 327.26 feet to a point on the Southerly right of way line of Town Center Loop Road; thence South $89^{\circ}49'25''$ West 281.18 feet along said Southerly right of way line to the centerline of the vacated road right of way called Market Road No. 27 per City of Wilsonville Ordinance No. 303 and the true point of beginning; thence leaving said Southerly right of way line and tracing said centerline South $38^{\circ}37'19''$ West 797.02 feet; thence leaving said centerline South $89^{\circ}52'55''$ West 256.27 feet to the Easterly right of way line of Town Center Loop Road West (a 72.00 foot wide public road right of way) as described in dedication to the City of Wilsonville in Deed recorded May 31, 1984, in Recorder's Fee No. 84 18317; thence tracing said Easterly, Southeasterly and Southerly right of way line along the following courses and distances: North $00^{\circ}02'22''$ West 81.89 feet to a point of curvature; thence tracing the arc of a 414.00 foot radius curve to the right through a central angle of $64^{\circ}53'52''$ an arc distance of 468.93 feet (the long chord bears North $32^{\circ}24'34''$ East 444.26 feet) to a point of tangency; thence North $64^{\circ}51'30''$ East 298.51 feet to a point of curvature; thence tracing the arc of a 414.00 foot radius curve to the right through a central angle of $24^{\circ}58'03''$ an arc distance of 180.41 feet (the long chord bears North $77^{\circ}20'23''$ East 178.98 feet) to a point of tangency; thence North $89^{\circ}49'25''$ East 70.84 feet to the point of beginning.

(Map and Tax Lot No. 31W14D 00108)

$\Delta = 24'$
 $R = 41'$
 $L = 180'$
 $C = 17'$
BEARING-

SOUTHEASTERLY
LINE OF
CURBED
ISLAND

$N64^{\circ}51'22''E$

EXISTING
CURB LINE

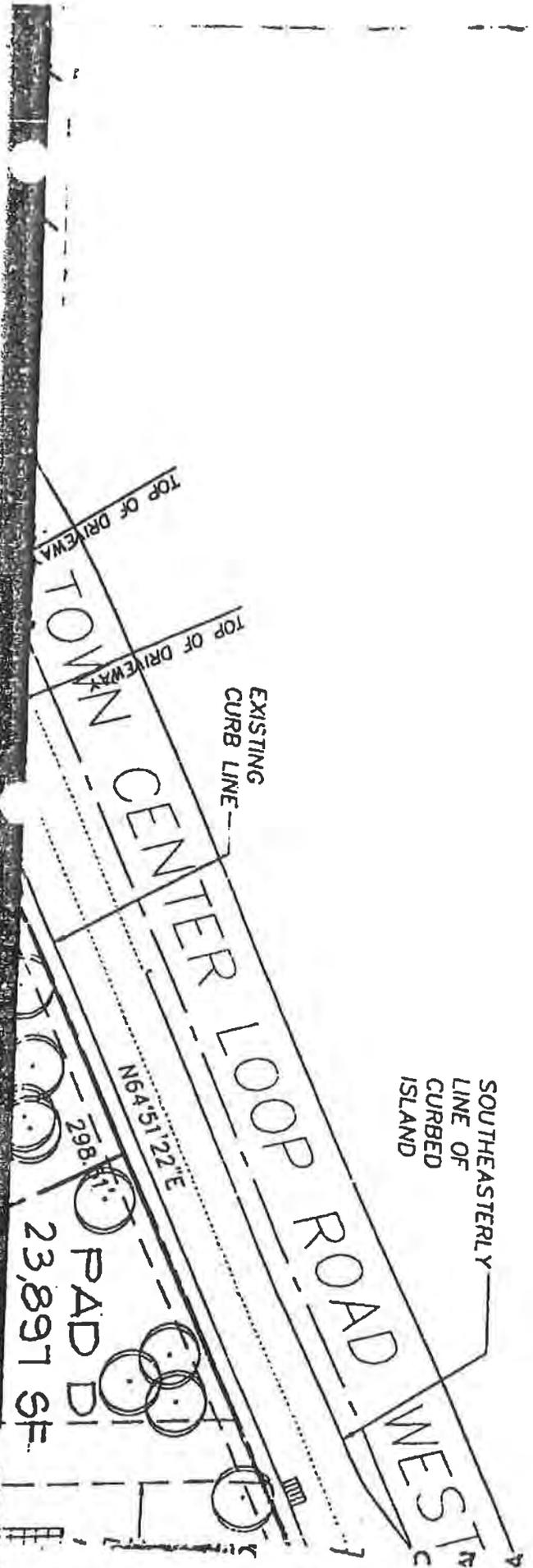
TOWN CENTER LOOP ROAD

TOP OF DRIVEWAY

TOP OF DRIVEWAY

23,897 SF
PAD DI

WEST



38'03"
= N77°20'23"E
41'
1.98'

TOP OF DRIVEWAY
TOP OF DRIVEWAY

SOUTHERLY LINE
OF CURBED ISLAND

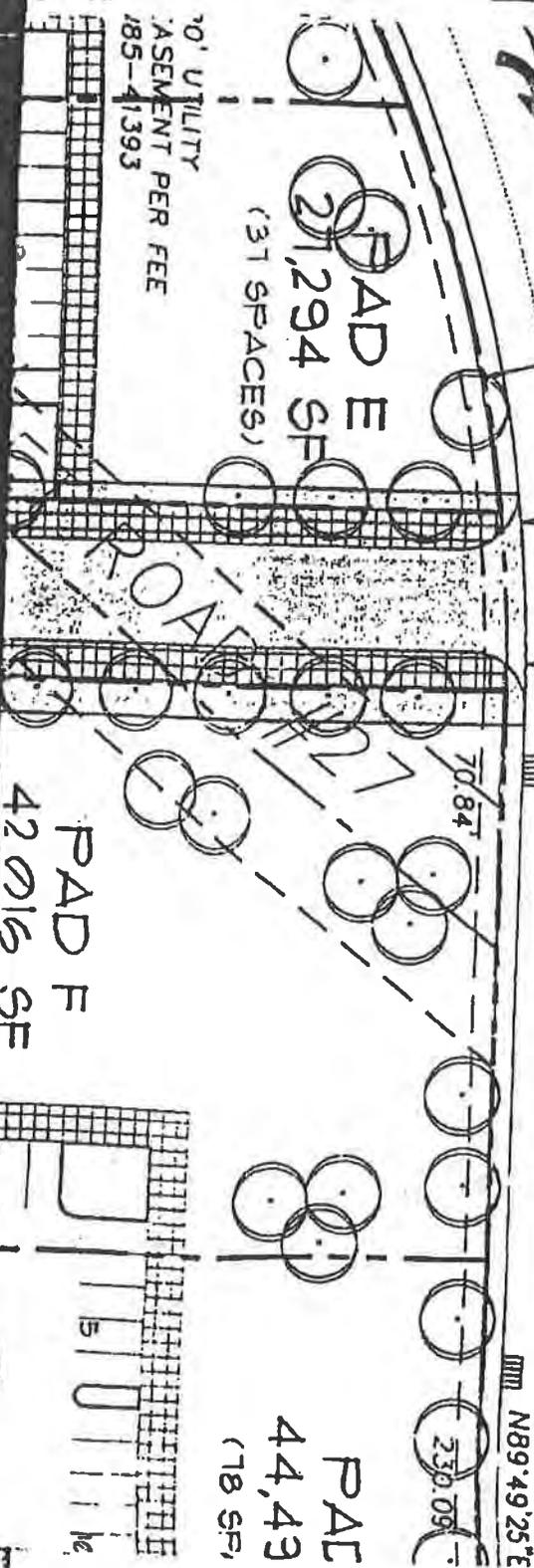
PAD E
21,294 SF
(31 SPACES)

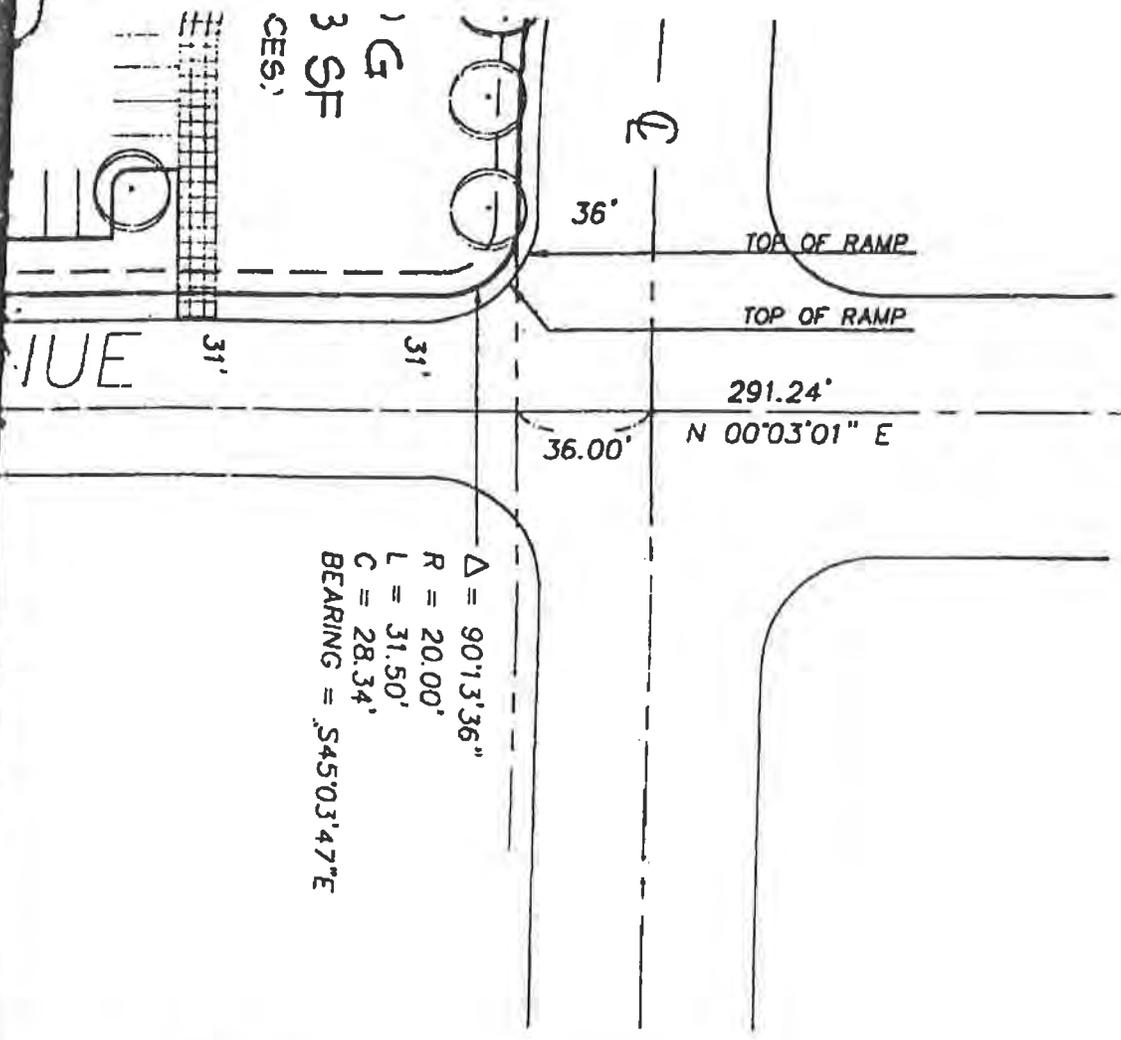
PAD F
42,016 SF

PAD G
44,443 SF
(18 SP)

230.09'
N89°49'25"E

70' UTILITY
ASSESSMENT PER FEE
185-41393





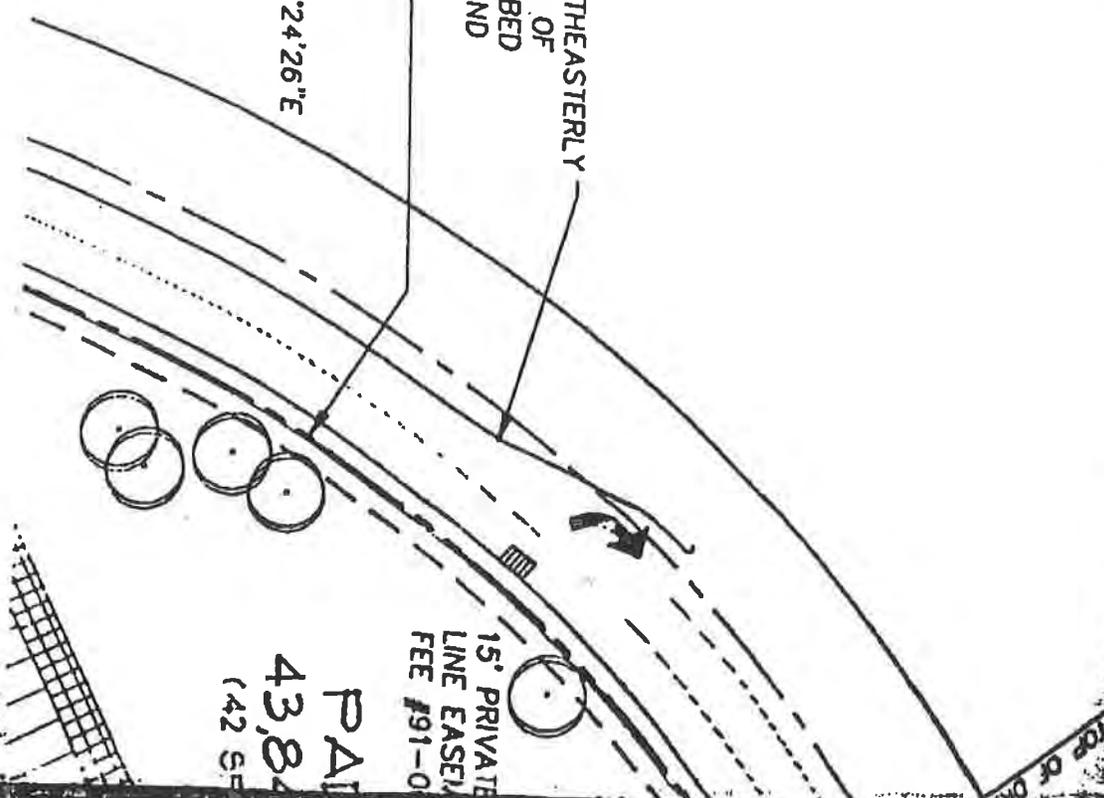
JKB Architects PC

1000 Commercial Street • Suite 200 • Portland, Oregon 97205

503-227-5616 • FAX 503-227-3590

$\Delta = 64^{\circ}53'52''$
R = 414.00'
L = 468.93'
C = 444.26'
BEARING = N32°24'26"E

SOUTHEASTERLY
LINE OF
CURBED
ISLAND



PAT
43,82
(42 S

15' PRIVATE
LINE EASEMENT
FEE #91-0

TOP OF DRAWING

SOUTHEASTERLY
LINE OF
CURBED
ISLAND

N32°24'26"E

15' PRIVATE SEWER
LINE EASEMENT PER
FEE #91-00870

PAD B
43,845 SF
(42 SPACES)

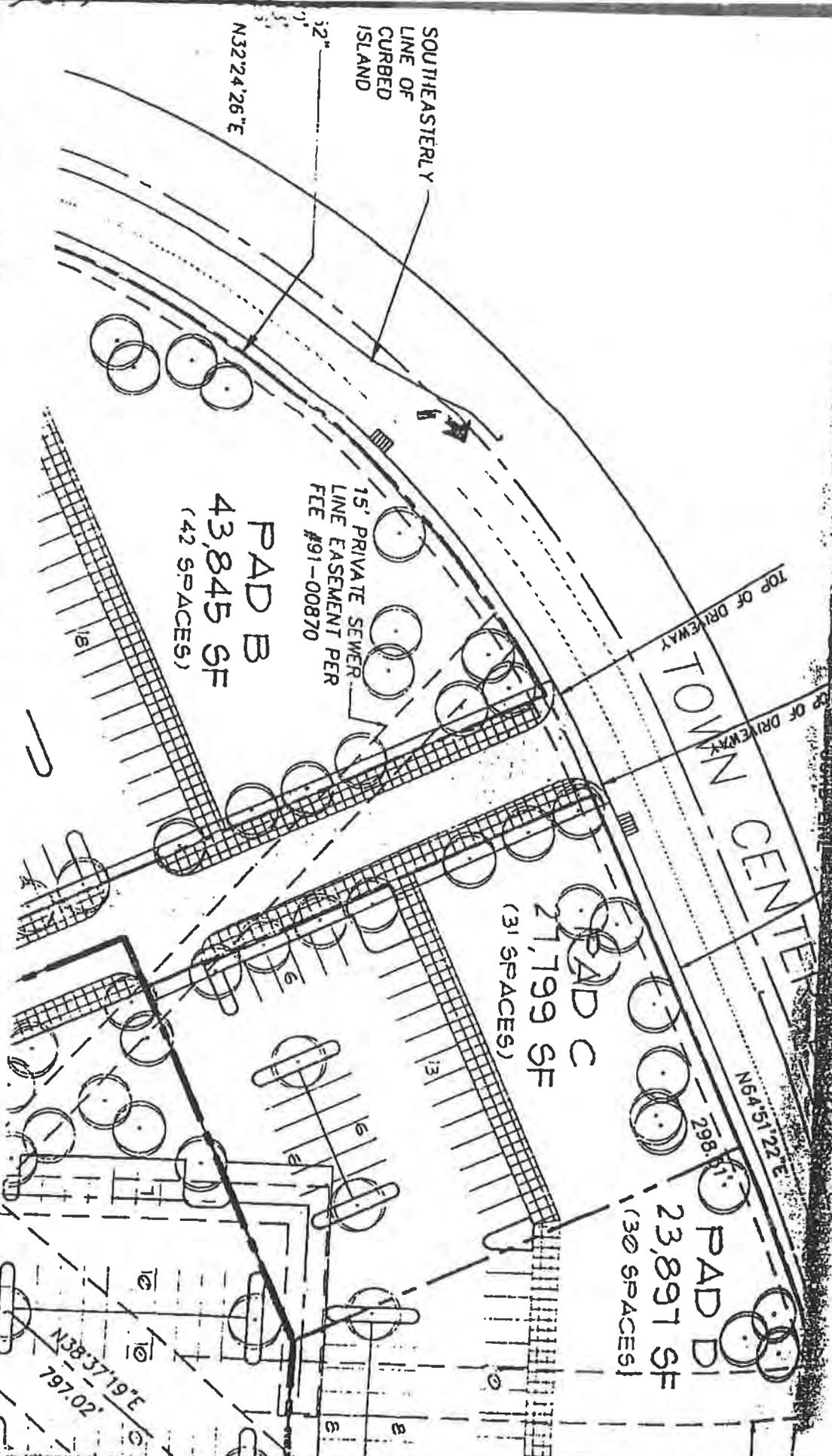
PAD C
21,799 SF
(31 SPACES)

PAD D
23,891 SF
(30 SPACES)

TOP OF DRIVEWAY
TONN CENTER
TOP OF DRIVEWAY

N64°51'22"E

N38°37'19"E
797.02'

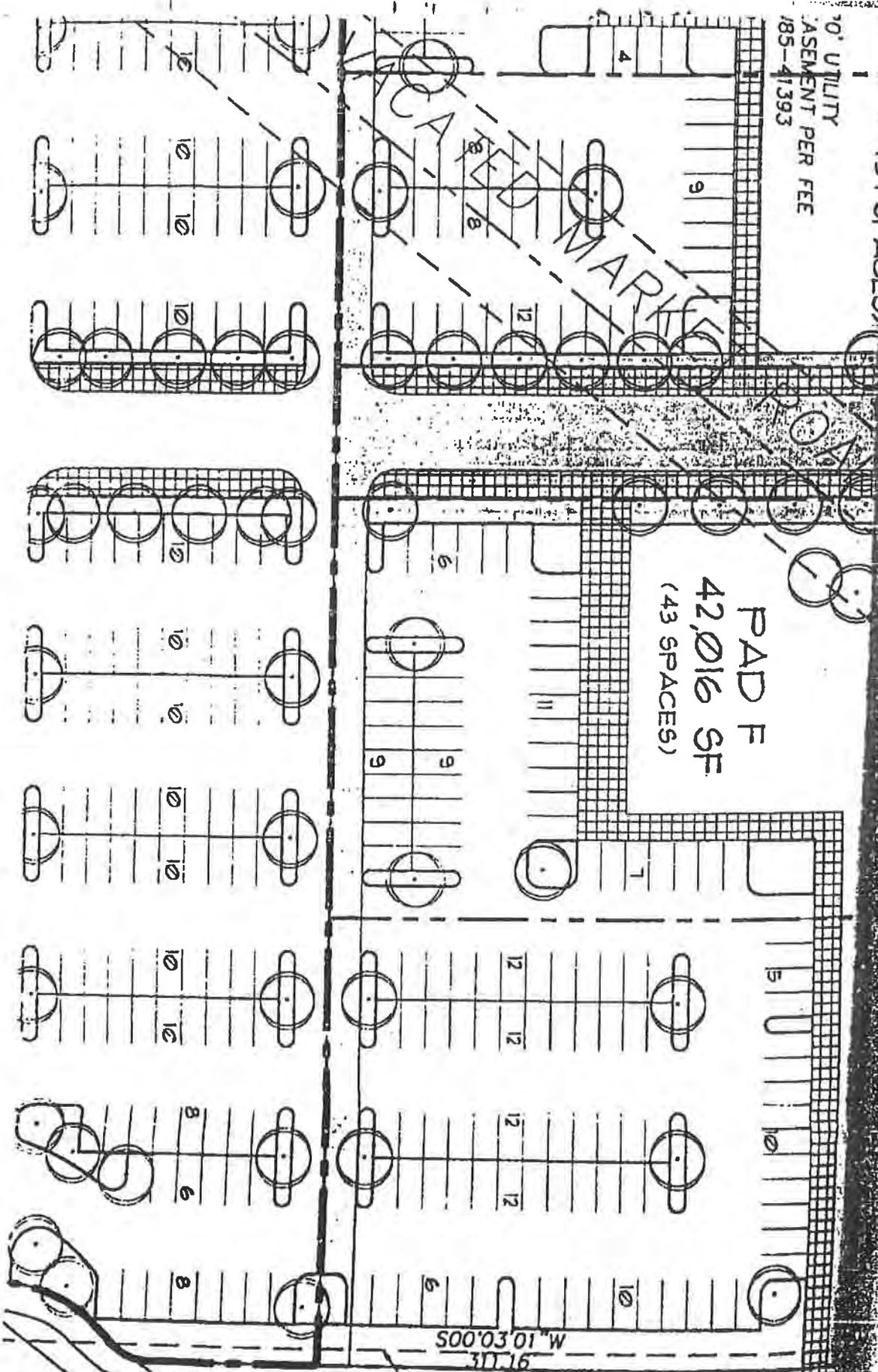


10' UTILITY
BASEMENT PER FEE
/85-41393

(275) ACES

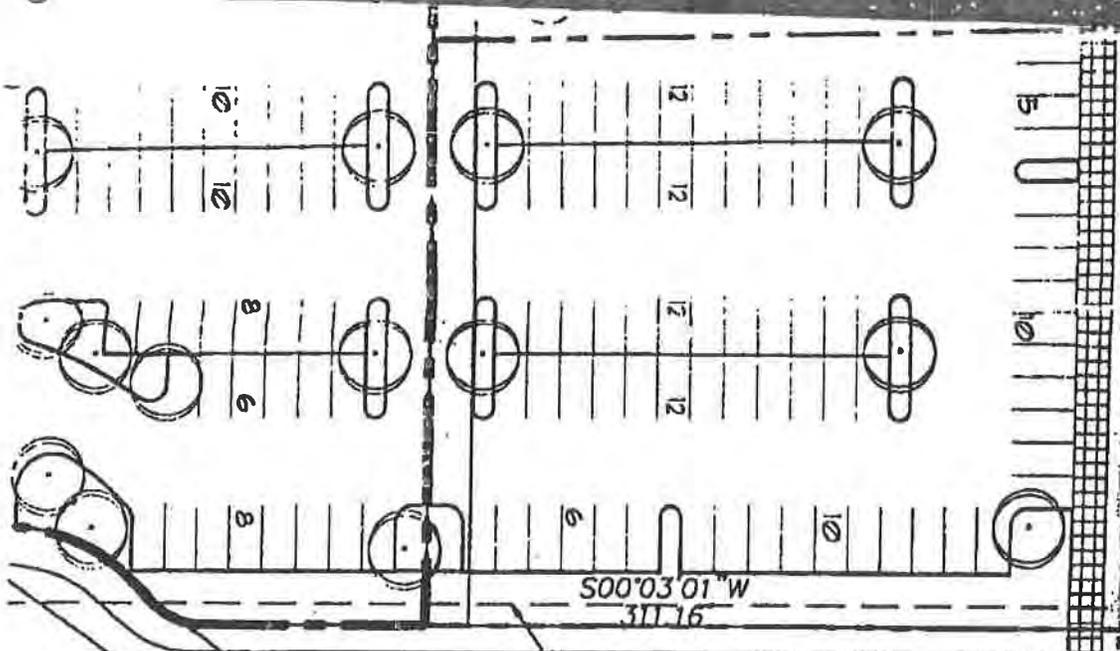
MARK

PAD F
42,016 SF
(43 SPACES)



500'03"01" W
311'16"

PARKWAY AVENUE



PARKWAY AVENUE

6' SIDEWALK & UTILITY
EASEMENT PER FEE
#BS-41397

$\Delta = 50'12'29''$
 $R = 20.00'$
 $L = 17.53'$
 $C = 16.97'$
 BEARING = $S25'09'15''W$
 $\Delta = 87'42'22''$
 $R = 55.00'$
 $L = 84.19'$
 $C = 76.21'$

IER



JKS Archi

1620 S.W. Taylor Street • Suite

503-227-5616 • FA

① 6' SIDEWALK & UTILITY
EASEMENT PER FEE
#85-41394

ROAD PER FEE 84-18317

TOP OF DRIVEWAY

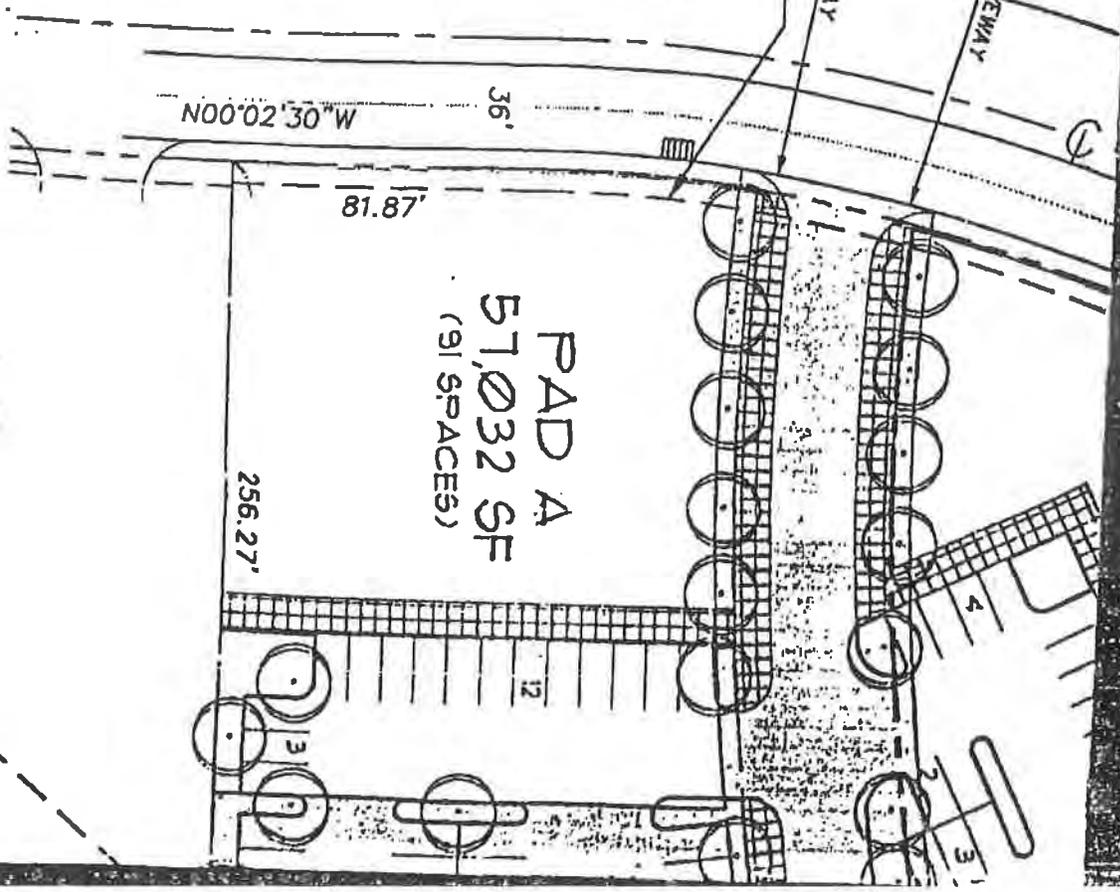
TOP OF DRIVEWAY

N00°02'30"W 36'

81.87'

256.27'

PAD A
57,032 SF
(91 SPACES)



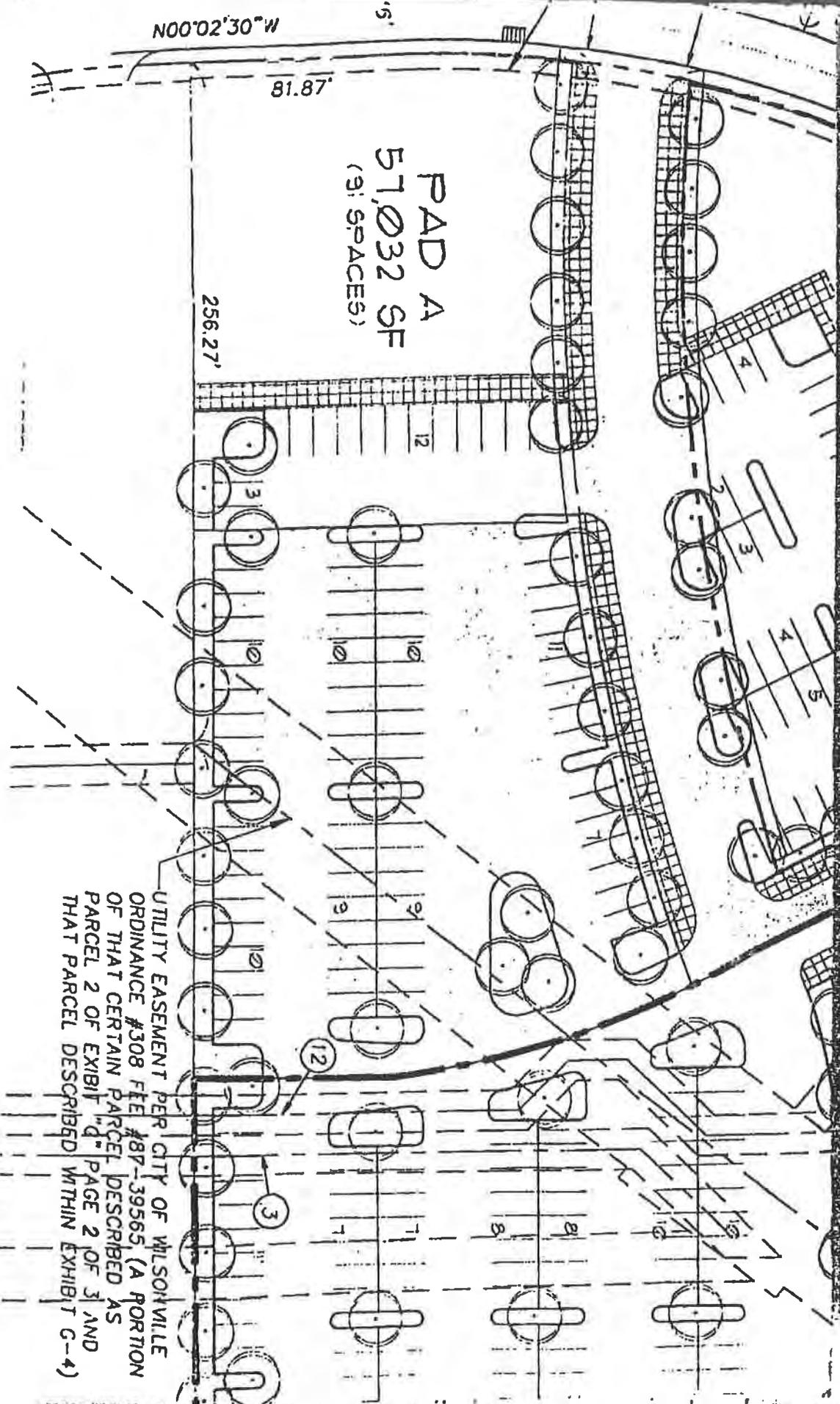
N00°02'30"W

81.87'

PAD A
51,032 SF
(91 SPACES)

256.27'

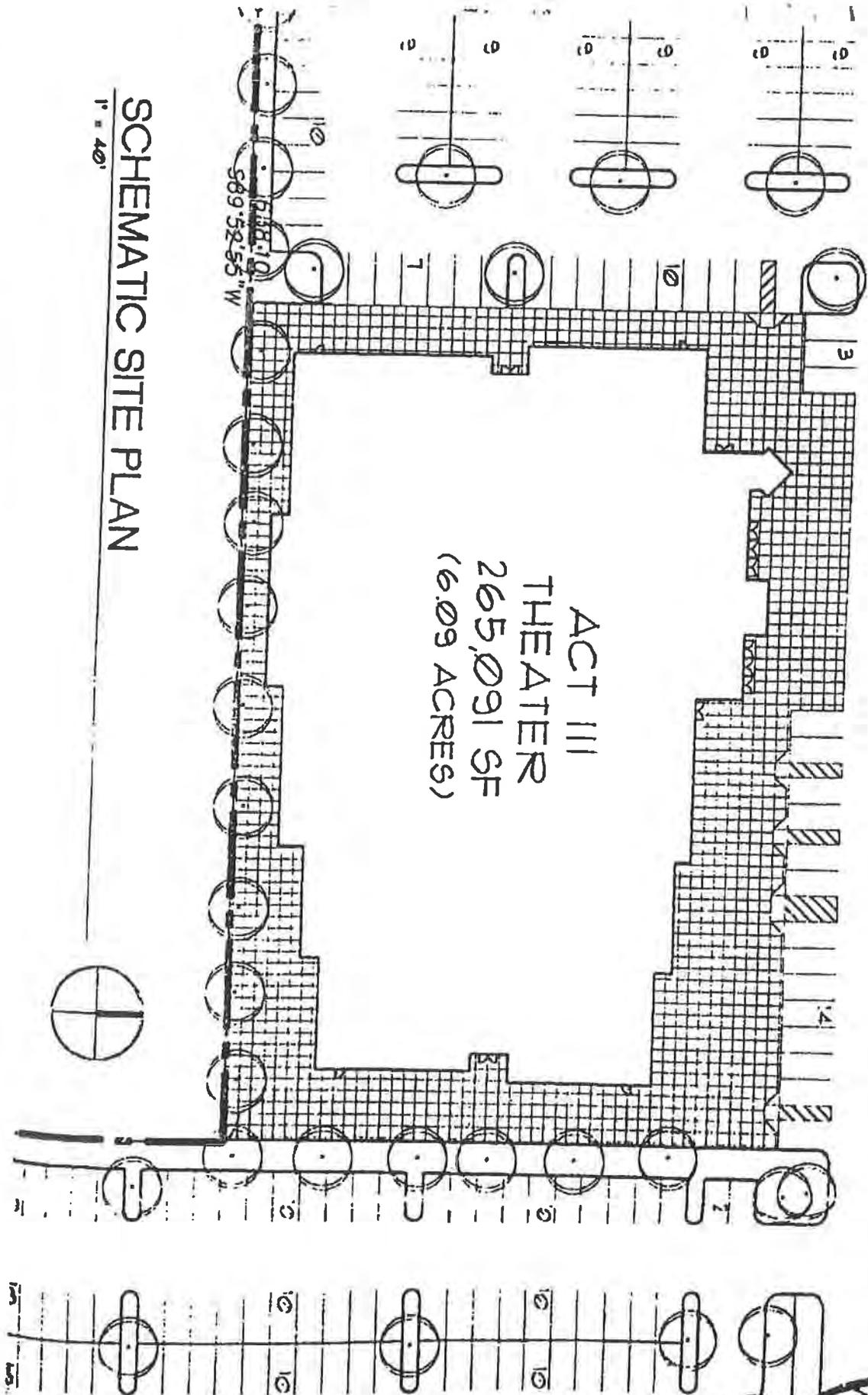
UTILITY EASEMENT PER CITY OF WILSONVILLE
ORDINANCE #308 FILE #87-39565 (A PORTION
OF THAT CERTAIN PARCEL DESCRIBED AS
PARCEL 2 OF EXHIBIT "D" PAGE 2 OF 3 AND
THAT PARCEL DESCRIBED WITHIN EXHIBIT C-4)

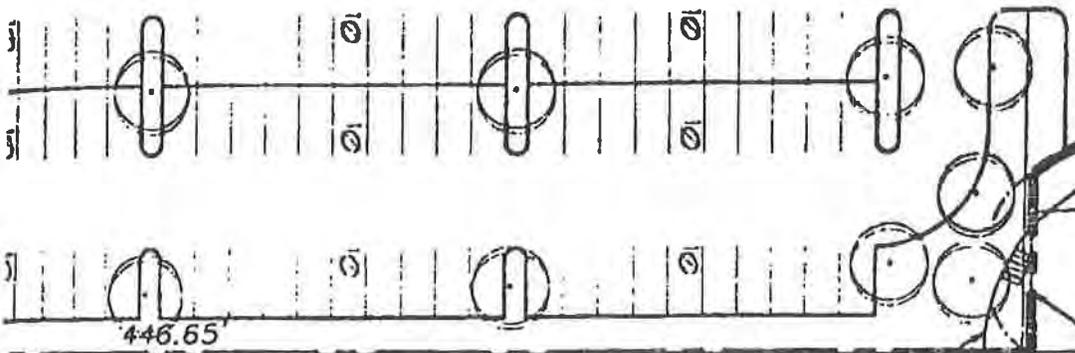
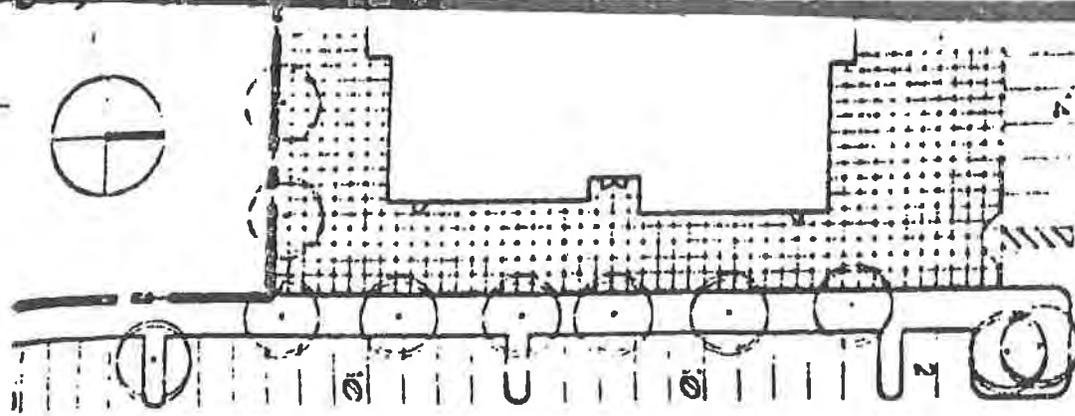


ACT III
THEATER
265,091 SF
(6.09 ACRES)

589' 52" 55" W

SCHEMATIC SITE PLAN
1" = 40'





446.65'
N 00°03'01" E

NOTE: POSSIBLE
ENCROACHMENT WITHOUT
PROPER DEDICATION
OR EASEMENT

N89°52'55"E
46.64'

DECKING = 508.24' x 11'

SITE PLAN STUDIES FOR:
WILSONVILLE TOWN CENTER

Revisions

Exhibit 'B'

DEDICA

A FORTNIGHTLY JOURNAL
PER FEE 80-33295

PUBLIC UTIL
AND SIDEWY
PER 86-44

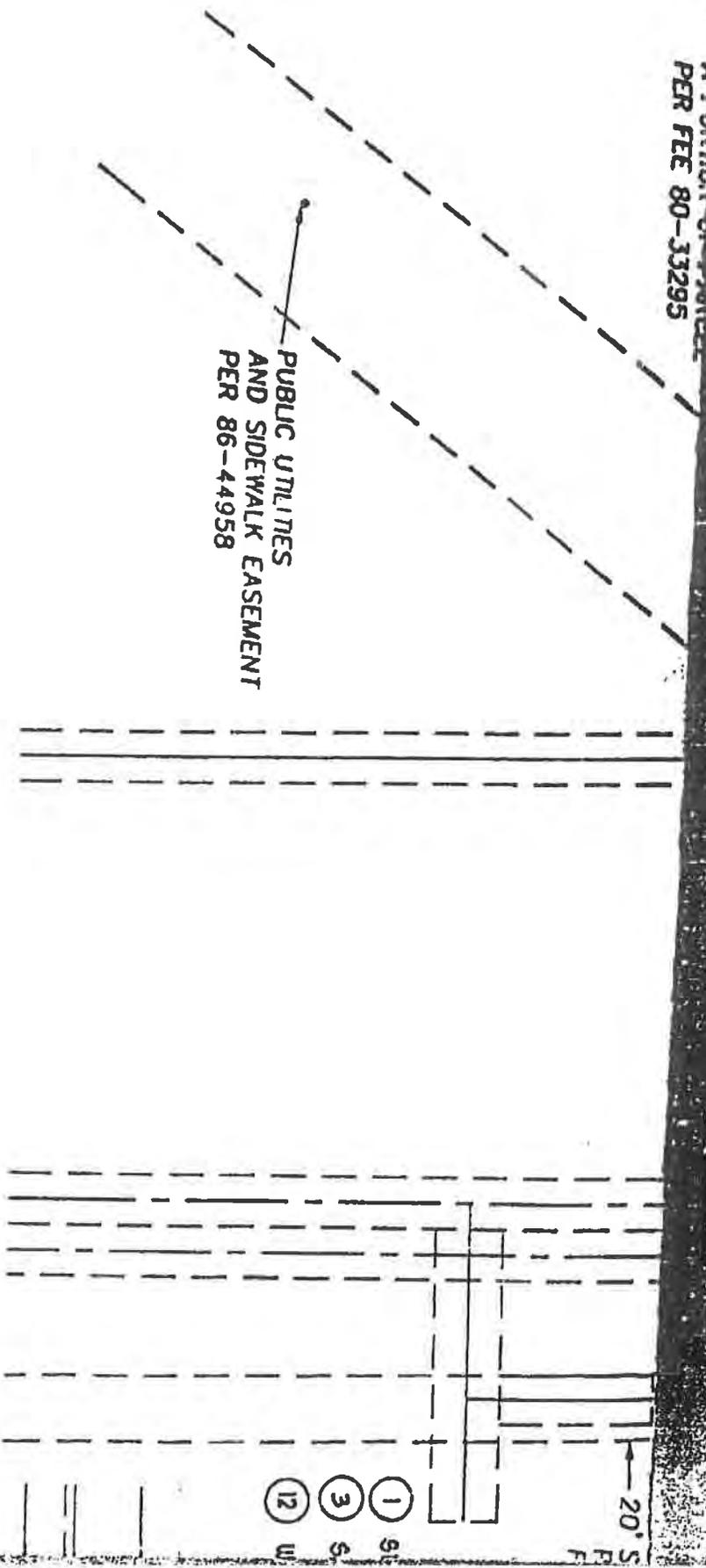
11111

A. J. ORRILL & SONS
PER FEE 80-33295

PUBLIC UTILITIES
AND SIDEWALK EASEMENT
PER 86-44958

20' S

- ① 5'
- ③ 5'
- ⑫ 5'

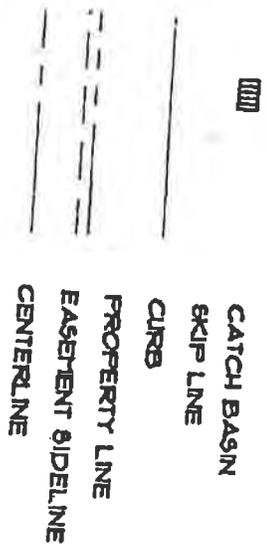


ANITARY SEWER EASEMENT
 R FEE #72-29510 - SCHEDULED
 R VACATION.

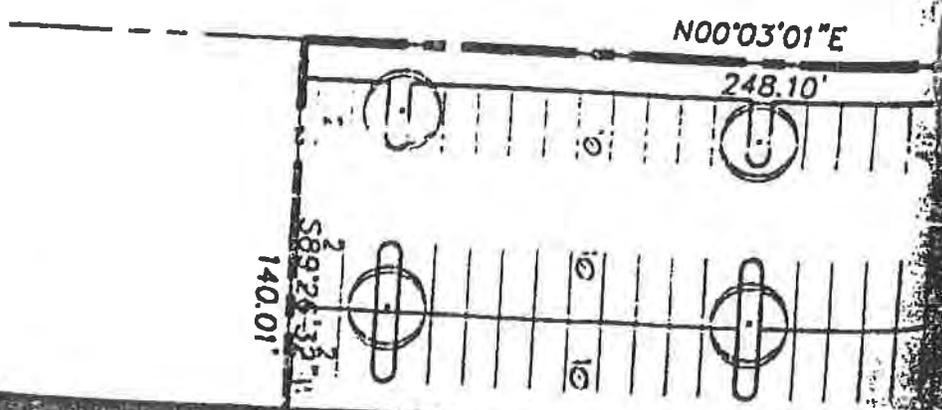
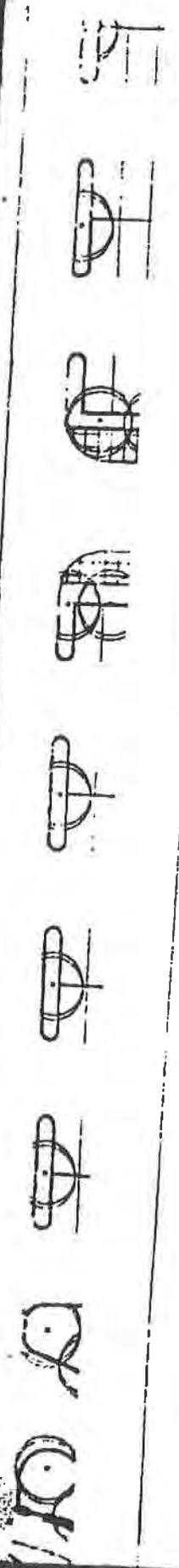
PROJECT AREA
 THEATER

EASEMENT LEGEND

DEWALK AND UTILITY EASEMENT - 7'
 ANITARY LINE 'A1' - 15'
 WATER LINE 'A1' - 15'



PAD A	265,091 SF
PAD B	51,032 SF
PAD C	43,845 SF
PAD D	21,799 SF
PAD E	23,891 SF
PAD F	21,294 SF
PAD G	42,016 SF
TOTAL	44,493 SF
SEATING:	531,467 SF
REQUIRED PARKING:	1,999 SEATS
THEATER-1/4 SEATS	
PARKING PROVIDED:	500 SPACES
THEATER	
BUFFER	498 SPACES
TOTAL	16 SPACES
ESTIMATED PARK V ₃	514 SPACES
FOR PADS A-G:	351 SPACES



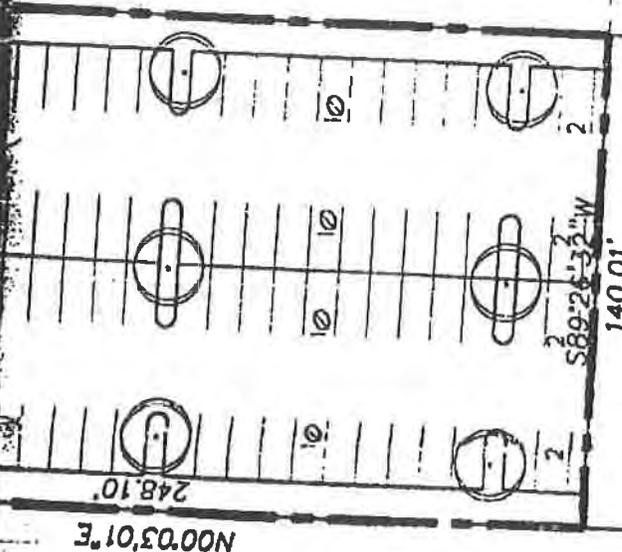
691 SF
 32 SF
 45 SF
 39 SF
 37 SF
 6 SF
 93 SF
 67 SF

SEATS

SPACES

SPACES
 FACES
 SPACES

PACES



STATE OF OREGON 96-013196
 CLACKAMAS COUNTY

Received and placed in the public
 records of Clackamas County

RECEIPTS AND FEE: 32237 \$95.00

DATE AND TIME: 02/26/96 02:41 PM
 JOHN KAUFFMAN, COUNTY CLERK

18

C = 76 21'



KLD Drawn By	YMR/RSB Checked By
95021 Job No.	6-13-95 Date
Sheet Title	
Sheet No.	

of 1

18 18 18 18



\$56.00

00425849200300172570070079

02/10/2003 02:06:24 PM

After recording return to:

Perkins Coie
1211 SW Fifth Ave., Suite 1500
Portland, Oregon 97204-3515
Attn: Steven P. Hultberg

D-OD Cnt=1 Stn=3 BEVERLY
\$35.00 \$11.00 \$10.00

25.
70
CHICAGO
1030219

**THIRD SUPPLEMENTAL PLANNED
BUSINESS COMMUNITY DECLARATION FOR
WILSONVILLE TOWN CENTER PROPERTY**

THIS THIRD SUPPLEMENTAL PLANNED BUSINESS COMMUNITY
DECLARATION FOR WILSONVILLE TOWN CENTER PROPERTY (this
"Supplemental Declaration") is made this 10th day of February 2003 by CAPITAL
REALTY CORP., an Oregon corporation ("Declarant").

Declarant has made that certain Planned Business Community Declaration for
Wilsonville Town Center Property recorded on February 14, 1992, at No. 92-08575 in
the official records of Clackamas County, as amended by that certain First
Amendment to Planned Business Community Declaration for Wilsonville Town
Center Property recorded on October 8, 1992, at No. 92-63558, as supplemented by
that certain First Supplemental Planned Business Community Declaration for
Wilsonville Town Center Property, recorded on December 17, 1993, at No. 93-95443,
and as supplemented by that certain Second Supplemental Planned Business
Community Declaration for Wilsonville Town Center Property recorded on
February 26, 1996, at No. 96-013196, as amended by that certain Second Amendment
to Planned Business Community Declaration for Wilsonville Town Center Property,
recorded on December 30, 1994, at No. 94-098676, as further amended by that certain
Third Amendment to Planned Business Community Declaration For Wilsonville
Town Center Property, recorded on September 11, 1998, at No. 98-085029
(collectively, as amended and supplemented, the "Declaration"), concerning certain
real property in the City of Wilsonville, Clackamas County, Oregon (the "Original
Property"). Declarant currently owns a portion of the Original Property.

CHICAGO TITLE INSURANCE COMPANY OF OREGON
HAS RECORDED THIS INSTRUMENT AS AN ACCOM-
MODATION ONLY AND ASSUMES NO LIABILITY FOR
ERRORS OR OMISSIONS HEREIN. CHICAGO DOES
CHICAGO TITLE REPRESENT THAT IT WILL CREATE
THE ESTATE OR INTEREST IN REAL PROPERTY
WHICH IT PURPORTS TO CREATE.

Town Center Investments, LLC, a wholly owned affiliate of Declarant, owns that certain real property in the City of Wilsonville, Clackamas County, Oregon, described on Exhibit A attached hereto (the "Additional Property"). The Additional Property is adjacent to the Original Property. By its signature below, Town Center Investments, LLC consents to this Declaration.

NOW, THEREFORE, pursuant to Section 2.2 of the Declaration, by recording this Supplemental Declaration in the chains of title of both the Original Property and the Additional Property, Declarant hereby declares that the Additional Property shall be held, sold and conveyed subject to the Declaration and the easements, covenants, restrictions and charges set forth therein, which shall run with the Additional Property and shall be binding upon and inure to the benefit of all parties having or acquiring any right, title or interest in the Additional Property or any part thereof.

IN WITNESS WHEREOF, the undersigned has executed this Third Supplemental Planned Business Community Declaration For Wilsonville Town Center Property as of the date first above written

CAPITAL REALTY CORP.,
an Oregon corporation

By: Brett Wilcox
Name: Brett Wilcox
Title: President

STATE OF OREGON)
) ss.
County of multnomah

The foregoing instrument was acknowledged before me this 6th day of February, 2003 by Brett Wilcox as President of Capital Realty Corp., an Oregon corporation.



Kimberly D. Gach
Notary Public for Oregon
My commission expires: Jan. 13, 2005

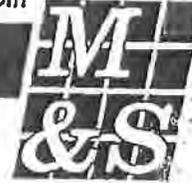
13306LD11
08/13/02
BY

www.mackaysposito.com

Mackay & Sposito, Inc.

ENGINEERS SURVEYORS PLANNERS

VANCOUVER KENNEWICK



1703 Main Street, Vancouver, WA 98660 (360) 695-3411 (503) 289-6726 PTL D (360) 695-0833 FAX

LEGAL DESCRIPTION
WILSONVILLE TOWN CENTER
CITY OF WILSONVILLE, CLACKAMAS COUNTY, OREGON

Real property being a portion of those parcels of land conveyed to Capital Realty Corporation by Statutory Warranty Deeds recorded under Fee Number 93-90082, Fee Number 93-47007, and Fee Number 93-490082, Clackamas County deed records, lying in the Southeast quarter of Section 14, Township 3 South, Range 1 West of the Willamette Meridian, City of Wilsonville, Clackamas County, Oregon, more particularly described as follows:

Beginning at the Northeast Corner of the Southeast Quarter of said Section 14; thence along the East line of said Southeast Quarter as shown on survey recorded as P.S. 21639, records of said County, South 00° 03' 01" West 593.71 feet to the intersection of said East line with the Easterly extension of the North line of that parcel of land described in Memorandum of Lease Agreement recorded under Fee Number 96-016448, records of said County; thence leaving said East line along said Easterly extension and said North line North 90° 00' 00" West 30.00 feet to a point on the West right of way line of Parkway Court as dedicated by Fee Number 86-44956, records of said County, said point being the True Point of Beginning; thence along the North line and the Westerly line of said Lease Agreement parcel the following courses:

North 90° 00' 00" West 565.95 feet; thence South 64° 51' 22" West 54.14 feet; thence South 00° 00' 00" East 79.30 feet; thence South 71° 59' 52" West 55.25 feet; thence South 25° 08' 38" East 62.80 feet to a point of curvature with a 312.00 foot radius curve; thence along said curve to the right, through a central angle of 25° 04' 27", an arc distance of 136.54 feet (the chord of which bears South 12° 36' 25" East 135.45 feet) to a point of tangency; thence South 00° 04' 11" East 48.35 feet

to a point on the South line of Parcel 3, as shown on Partition Plat Number 1992-24, records of said County; thence along said South line and the South line of that parcel described in said deed recorded under Fee Number 93-47007, South 89° 52' 55" West

13306LD11
08/13/02
BY

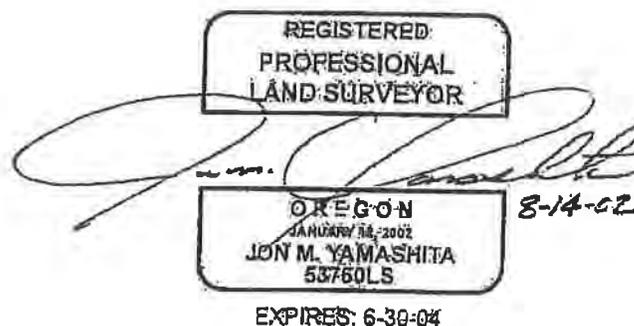
393.47 feet to a point on the East right of way line of Towncenter Loop Road West as shown on the survey recorded as P.S. 24644, records of said County, said point being 36.00 feet from centerline, when measured at right angles; thence along the Easterly and Southerly lines of said right of way the following courses:

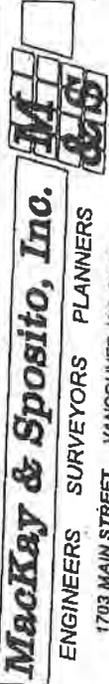
North 00° 02' 30" West 81.85 feet to a point of curvature with a 414.00 foot radius curve; thence along said curve to the right, through a central angle of 64° 53' 52", an arc distance of 468.93 feet (the chord of which bears North 32° 24' 26" East 444.26 feet) to a point of tangency; thence North 64° 51' 22" East 298.51 feet to a point of curvature with a 414.00 foot radius curve; thence along said curve to the right, through a central angle of 24° 58' 03", an arc distance of 180.41 feet (the chord of which bears North 77° 20' 24" East 178.98 feet) to a point on tangency; thence North 89° 49' 25" East 286.87 feet to a point of curvature with a 35.00 foot radius curve; thence along said curve to the right, through a central angle of 90° 13' 36", an arc distance of 55.12 feet (the chord of which bears South 45° 03' 47" East 49.60 feet)

to a point of tangency, said point being on the West right of way line of said Parkway Court; thence along said West line South 00° 03' 01" West 231.26 feet to the True Point of Beginning.

Containing 308,363 square feet, or approximately 7.079 acres.

Subject to easements, conditions, and restriction of record.

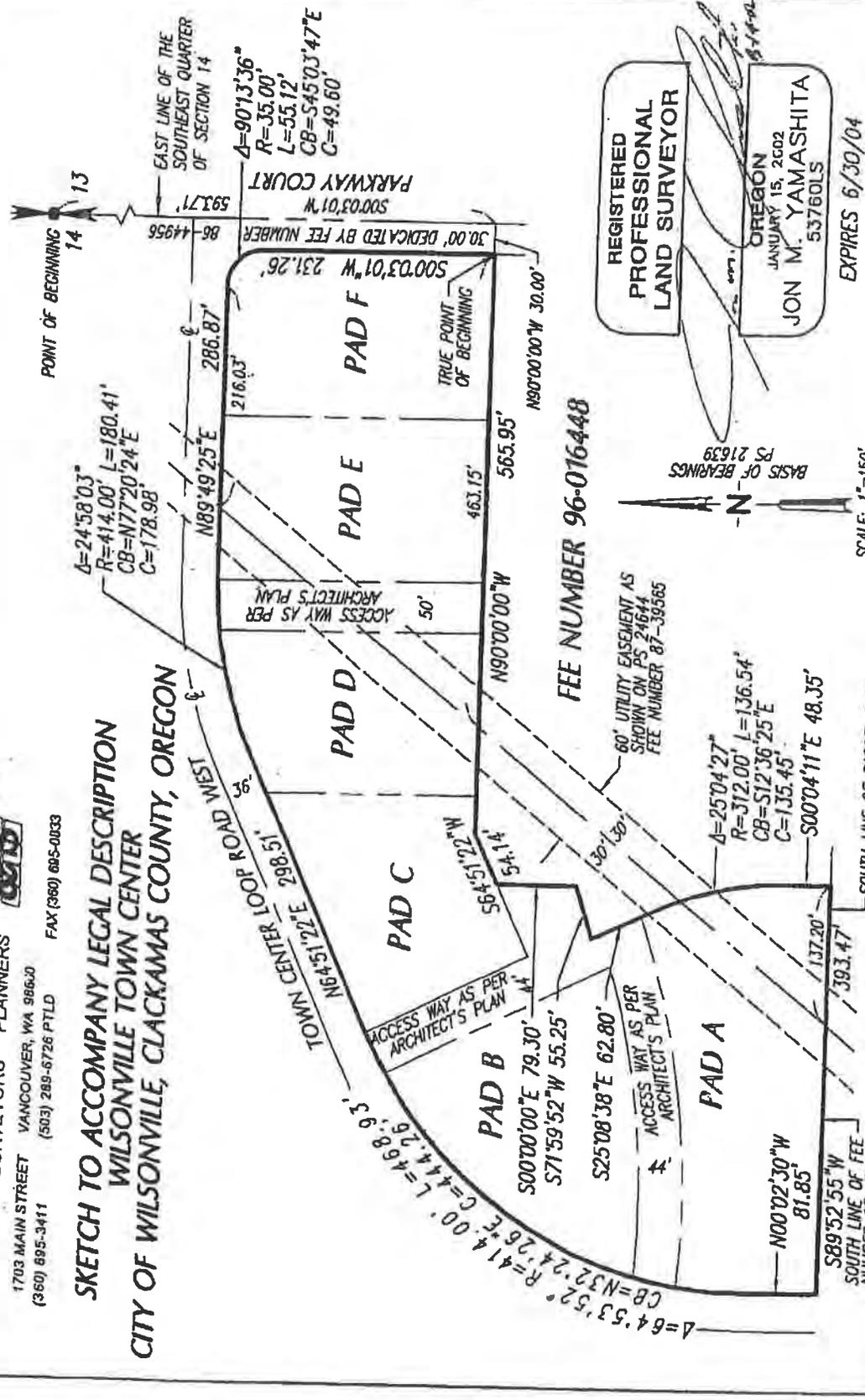




Mackay & Sposito, Inc.

ENGINEERS SURVEYORS PLANNERS
 1703 MAIN STREET VANCOUVER, WA 98660
 (360) 895-3411 (503) 289-6726 PTLD FAX (360) 695-0033

**SKETCH TO ACCOMPANY LEGAL DESCRIPTION
 WILSONVILLE TOWN CENTER
 CITY OF WILSONVILLE, CLACKAMAS COUNTY, OREGON**



REGISTERED
 PROFESSIONAL
 LAND SURVEYOR
 OREGON
 JANUARY 15, 2002
 JON M. YAMASHITA
 53760LS
 EXPIRES 6/30/04

FEE NUMBER 96-016448

SCALE: 1"=150'

Page 3 of 3

13306SS11

7

After recording return to:
PERKINS COIE
111 S.W. Fifth Avenue, Suite 2500
Portland, Oregon 97204
Telephone (503) 295-4400
Attn: Richard A. Cantlin

**FIRST AMENDMENT TO PLANNED BUSINESS
COMMUNITY DECLARATION FOR WILSONVILLE
TOWN CENTER PROPERTY**

This FIRST AMENDMENT TO PLANNED BUSINESS COMMUNITY DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS (this "First Amendment") is made this _____ day of _____, 1992, by Capital Realty Corp., an Oregon corporation ("Capital"), with the consent of Tandy Corporation, a Delaware corporation.

The Declaration recorded on February 14, 1992 in the real property records of Clackamas County, Oregon at No. 92-08575 is hereby amended by adding new section 2.5 and Exhibit D thereto. All capitalized terms not defined herein shall have the meanings given them in the Declaration.

2.5 Bicycle and Pedestrian Access to Open Space.
At such time as the property described in Exhibit D attached hereto (the "Open Space") is dedicated to the City of Wilsonville and for so long as the Open Space has not reverted to Capital pursuant to such dedication, lawful users of such Open Space shall be allowed to use the pedestrian and bicycle pathways of the Center for, respectively, pedestrian and bicycle ingress and egress to and from the Open Space, provided such persons obey all rules and regulations of the Center.

IN WITNESS WHEREOF, the undersigned have executed this First Amendment as of the date first above written.

CAPITAL REALTY CORP.,
an Oregon corporation

By Kimberly D. Beach
Name: Kimberly D. Beach
Title: Vice President

STATE OF OREGON)
) ss.
County of Multnomah)

29th The foregoing instrument was acknowledged before me this
day of June, 1992 by Kimberly J. Beach as _____
of Capital Realty Corp., an Oregon corporation.

Baillina Davis
Notary Public for Oregon
My commission expires 10-7-92

The undersigned Tandy Corporation acknowledges and
consents to the recording of this First Amendment pursuant to
Section 8.1 of the Declaration.

TANDY CORPORATION,
a Delaware corporation

By W. C. Bousquette
Name: W. C. BOUSQUETTE
Title: EXECUTIVE VICE PRESIDENT

TEXAS
STATE OF ~~OREGON~~)
TARRANT) ss.
County of ~~Multnomah~~)

14th The foregoing instrument was acknowledged before me this
day of April, 1992 by W. C. BOUSQUETTE as Exec. Vice Pres.
of Tandy Corporation, a Delaware corporation.

Betty S. Galloway
Notary Public for Oregon ~~OREGON~~ TEXAS
My commission expires 8-31-92

The undersigned U.S. National Bank of Oregon acknowledges
and consents to the recording of this First Amendment as an
encumbrance to the Parcel 1 Property solely in its capacity as

beneficiary of a deed of trust encumbering the Parcel 1
Property.

U.S. NATIONAL BANK OF OREGON

By: 
Name: DAVID P. ROBINSON
Title: ADMINISTRATIVE OFFICER

STATE OF OREGON)
) ss.
County of Multnomah)

The foregoing instrument was acknowledged before me this
28th day of April, 1992 by David P. Robinson as Administrative Officer
of U.S. National Bank of Oregon.

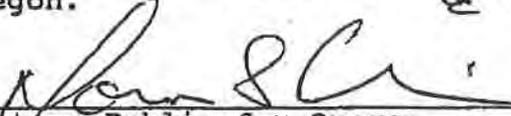

Notary Public for Oregon
My commission expires 8-26-92

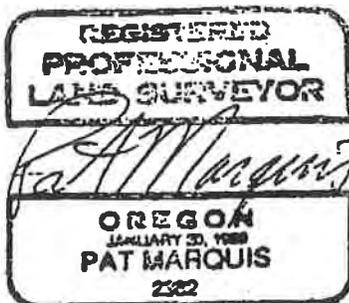
EXHIBIT D

OPEN SPACE
LEGAL DESCRIPTION

A parcel of land being a portion of Parcel 3 and all of Parcel 2 of Partition Plat 1991-164 of the Clackamas County Survey Records and situated in the southwest quarter of Section 13 in Township 3 South, Range 1 West, Willamette Meridian, City of Wilsonville, Clackamas County, Oregon, with said parcel of land being more particularly described as follows:

COMMENCING at the southwest corner of Section 13, Township 3 South, Range 1 West, Willamette Meridian, Clackamas County, Oregon: thence North $00^{\circ}03'01''$ East along the section line between Sections 13 and 14 a distance of 1,452.05 feet to the northwest corner of Parcel 3 of Partition Plat No. 1991-164 recorded in Fee 91-48507 of the Clackamas County Plat Records and the TRUE POINT OF BEGINNING: thence leaving said section line and tracing the northerly line of Parcel 3 and continuing along the northerly line of Parcel 2 of Partition Plat 1991-164 North $89^{\circ}26'52''$ East 549.20 feet to the northeast corner of said Parcel 2; thence leaving said northerly line and tracing the easterly line of said Parcel 2 South $00^{\circ}03'01''$ West 440.61 feet to the southeast corner of said Parcel 2; thence tracing the southerly line of said Parcel 2 and continuing along the southerly line of Parcel 3 North $89^{\circ}57'00''$ West 479.78 feet to an angle point; thence North $00^{\circ}03'00''$ East 63.00 feet to an angle point of said Parcel 3; thence leaving said southerly line North $00^{\circ}03'00''$ East 103.86 feet to a point of curvature; thence tracing the arc of a 150.00 foot radius curve to the left through a central angle of $39^{\circ}44'31''$ an arc distance of 104.04 feet (the long chord bears North $19^{\circ}50'27''$ West 101.97 feet) to a point of reverse curvature; thence tracing a 150.00 foot radius curve to the right through a central angle of $39^{\circ}44'31''$ an arc distance of 104.04 feet (the long chord bears North $19^{\circ}50'27''$ West 101.97 feet) to a point of tangency on the westerly line of said Parcel 3; thence tracing said westerly line North $00^{\circ}03'01''$ East 76.20 feet to the TRUE POINT OF BEGINNING, containing 222,151 square feet or 5.10 acres more or less.

OPENSF.LEG
467-0302
03/02/92



3-5-92

Recorded By
First American Title Insurance Company of Oregon
No. 728419

After recording return to:
PERKINS COIE
111 S.W. Fifth Avenue, Suite 2500
Portland, Oregon 97204
Telephone (503) 295-4400
Attn: Christopher T. Matthews

**SECOND AMENDMENT TO PLANNED BUSINESS
COMMUNITY DECLARATION FOR WILSONVILLE
TOWN CENTER PROPERTY**

This SECOND AMENDMENT TO PLANNED BUSINESS COMMUNITY DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS (this "Second Amendment") is made this 27th day of December, 1994, by Capital Realty Corp., an Oregon corporation ("Capital").

The Declaration recorded on February 14, 1992 in the real property records of Clackamas County, Oregon at No. 92-08575, and amended by that certain First Amendment thereto recorded on March 19, 1992, at No. 92-15608, is hereby further amended by clarifying Section 2.3.1 as provided below.

Add the following language at the end of Section 2.3.1:

"The easements described in this Section 2.3.1 do not apply to any drive-through service lanes, play place areas or trash corrals."

IN WITNESS WHEREOF, the undersigned has executed this Second Amendment as of the date first above written.

CAPITAL REALTY CORP.,
an Oregon corporation

By Don Weege
Name: DON C. WEEGE
Title: VICE PRESIDENT

STATE OF OREGON)
) ss.
County of Multnomah)

The foregoing instrument was acknowledged before me this 27th day of December, 1994 by Don Weege as Vice President of Capital Realty Corp., an Oregon corporation.



Kimberly D. Gach
Notary Public for Oregon
My commission expires 1/13/97

10
10 29

After recording return to:

This space reserved for recorder's use.

Perkins Coie
1211 SW Fifth Ave., Suite 1500
Portland, Oregon 97204-3515
Attn: Steven P. Hultberg

**THIRD AMENDMENT TO PLANNED BUSINESS
COMMUNITY DECLARATION FOR WILSONVILLE
TOWN CENTER PROPERTY**

This Third Amendment to Planned Business Community Declaration of Easements, Covenants, Conditions and Restrictions (this "Third Amendment") is made this 3rd day of September, 1998, by Capital Realty Corp., an Oregon corporation ("Capital").

The Declaration recorded on February 14, 1992 in the real property records of Clackamas County, Oregon at No. 92-08575, and amended by that certain First Amendment thereto recorded on March 19, 1992, at No. 92-15608, and amended by that certain Second Amendment thereto recorded on December 30, 1994, at No. 94-098676, is hereby further amended as provided below.

1. The phrase "car wash" shall be deleted from the restrictions set forth in Section 7.1.1.

2. With respect to Section 9.3, the rights of an Owner to succeed to the rights of Declarant to remedy Violations under Section 9.3 shall be limited to the Owner(s) of Property (and their successors and assigns) to which the Declaration is subject as of the date of this Third Amendment and shall not apply to Owners of Property added to the Declaration by any amended or supplemental Declaration.

3. With respect to Section 9.3, any lien established for non-reimbursement of advanced costs shall be a matter affecting title only from the date such funds are advanced by the party seeking reimbursement and shall not relate back to any earlier date.

98-085029

WILSON TITLE INS. CO. 8/27/98

15
1-15
CHURE
30
CHICAGO
1031008

Clackamas County Official Records
Sherry Hall, County Clerk

2003-133685

After recording return to:

Perkins Coie
1120 NW Couch
Portland, Oregon 97209
Attn: Steven P. Hultberg



\$36.00

00577864200301336850030031

10/03/2003 01:38:39 PM

PD-RES Cnt=1 Stn=3. BEVERLY
\$15.00 \$11.00 \$10.00

**FOURTH AMENDMENT TO PLANNED BUSINESS
COMMUNITY DECLARATION FOR WILSONVILLE
TOWN CENTER PROPERTY**

This Fourth Amendment to Planned Business Community Declaration for Wilsonville Town Center Property (this "Fourth Amendment") is effective as of the 13th day of April 2003, by Capital Realty Corp., an Oregon corporation ("Capital").

Reference is made to that certain Planned Business Community Declaration for Wilsonville Town Center Property, recorded on February 14, 1992 in the real property records of Clackamas County, Oregon at No. 92-08575, as supplemented by that certain First Supplemental Planned Business Community Declaration for Wilsonville Town Center Property, recorded on December 17, 1993, at No. 93-95443, and as supplemented by that certain Second Supplemental Planned Business Community Declaration for Wilsonville Town Center Property recorded on February 26, 1996, at No. 96-013196, and amended by that certain First Amendment thereto recorded on March 19, 1992, at No. 92-15608, and amended by that certain Second Amendment thereto recorded on December 30, 1994, at No. 94-098676, and as further amended by that certain Third Amendment thereto, recorded on September 11, 1998, at No. 98-085029 (together, the "Declaration"), is hereby further amended as provided below.

8.1 Amendments or Termination. This Declaration, or any provision hereof, or any covenant, condition, or restriction contained herein, may be terminated, extended, modified or otherwise amended by Declarant with the consent of any and all Owners and Occupants leasing 30,000 square feet or more in the Center and Occupants materially affected by such action, except that supplemental Declarations adding additional property as provided in

CHICAGO TITLE INSURANCE COMPANY OF OREGON
AS RECORDED THIS INSTRUMENT AS AN ACCOUNT
IDENTIFICATION ONLY AND ASSUMES NO LIABILITY FOR
ERRORS OR OMISSIONS HEREIN, NOR DOES
CHICAGO TITLE REPRESENT THAT IT WILL CREATE
THE ESTATE OR INTEREST IN REAL PROPERTY
WHICH IT PURPORTS TO CREATE.

[PA0326500-10.DOC]

Section 2.2 above or a Notice of Withdrawal as provided in Section 10.8 below shall not require any consent.

8.1.1 Notice. Declarant shall notify any and all Owners, Occupants *leasing 30,000 square feet or more in the Center materially affected by any termination, extension, modification or amendment*, ~~Occupants and Institutional First Mortgagees~~ at least forty-five (45) days and no more than sixty (60) days prior to any termination, extension, modification, or amendment of this Declaration, other than a supplemental Declaration adding additional property as provided in Section 2.2 above or a Notice of Withdrawal as provided in Section 10.8 below. Failure of any Owner, Occupant *leasing 30,000 square feet or more in the Center* to disapprove in writing the proposed action within forty-five (45) days after receipt of a written request for such approval containing the text of any new language to be included and of any existing language to be deleted shall be deemed to be the consent of such Owner or Occupant, ~~or Institutional First Mortgagee.~~

7.1.1. Neither the Property nor any portion thereof shall at any time or from time to time for a period of twenty (20) years from the date thereof be used or occupied for any of the following purposes, to-wit: a billiard room which is less than first-class in decoration and operation; a bingo hall; a church or other place of worship; an automobile repair facility (except as (1) same may be utilized in connection with a department store or other similar operation, or (2) an oil change facility); a full-scale automobile dealership (including both automobile sales and servicing, provided that a showroom facility for automobile sales only shall be permitted);

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

2

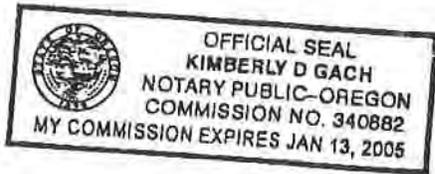
IN WITNESS WHEREOF, the undersigned has executed this Fourth Amendment effective as of the date first set forth above.

CAPITAL REALTY CORP.,
an Oregon corporation

By: [Signature]
Name: Brett Wilcox
Title: President

STATE OF OREGON)
) ss.
County of Multnomah)

The foregoing instrument was acknowledged before me this 2nd day of October, 2003 by Brett Wilcox as President of Capital Realty Corp., an Oregon corporation.



Kimberly D. Gach
Notary Public for Oregon
My commission expires: 11/3/05

③

After recording return to:
29100 Town Center, LLC
c/o Capital Realty Corp.
Attention: Susan Myers
8655 S.W. Citizens Drive, Suite 208
Wilsonville, OR 97070



\$106.00

01161847200700955060120125

11/08/2007 02:20:43 PM

PD-COV Cnt=1 Stn=1 TIFFANYCLA
\$80.00 \$18.00 \$10.00 \$20.00

DECLARATION AND GRANT OF RESTRICTIVE COVENANTS

THIS DECLARATION AND GRANT OF RESTRICTIVE COVENANTS (this "**Declaration**") is made as of this 15th day of November, 2007, by TOWN CENTER INVESTMENTS LLC, an Oregon limited liability company ("**TCI**") and 29100 TOWN CENTER, LLC, an Oregon limited liability company ("**29100 Town Center**").

RECITALS

A. TCI is the owner of certain parcels designated as Lots 1, 2, 3, and 4 in Phase III of Wilsonville Town Center (such Pads, or any lawful division thereof, collectively, the "**Parcels**"; or individually, a "**Parcel**"), Wilsonville, Oregon, more fully described on Exhibit A attached hereto (the "**Property**").

B. 29100 Town Center is the owner of that certain parcel designated as Lot 5 in Phase III of Wilsonville Town Center, Wilsonville, Oregon, more fully described on Exhibit B attached hereto (the "**29100 Town Center Pad**")

C. 29100 Town Center is an affiliate of TCI.

D. TCI and 29100 Town Center wish enter into this Declaration to establish certain requirements and restrictions with respect to the exterior design and materials used in the construction of buildings and structures on the Property such that same will be consistent with the exterior design and materials of the office building to be constructed on the 29100 Town Center Pad (an elevation rendering (in black and white for County recording purposes) of which is attached hereto as Exhibit C, the "**29100 Office Building**"), all on the terms and conditions set forth in this Declaration.

NOW THEREFORE, in consideration of the foregoing recitals, which are incorporated into the agreements of the parties set forth in this Declaration, and for other good and valuable consideration, the receipt and sufficiency each party hereby acknowledges, TCI and 29100 Town Center hereby agree as follows:

AGREEMENT

1. Definitions. As used in this Declaration:

(a) "Building(s)" shall mean and include, but not be limited to, a structure built for permanent use and all projections or extensions thereof, including, but not limited to, garages, outside platforms and decks or docks, storage tanks, carports, enclosed malls and porches, now or hereafter placed or constructed on the Property.

(b) "Improvement(s)" shall mean all improvements now or hereafter placed or constructed on the Property, including without limitation Buildings, outbuildings, fences, screening walls and barriers, retaining walls, stairs, decks, utility distribution facilities, signs, trash enclosures, and other improvements or structures.

(c) "Occupant(s)" shall mean a lessee of an Owner or any other person or entity, other than an Owner, in lawful possession of a Parcel, Building, or any portion thereof, with the permission of the Owner.

(d) "Owner(s)" shall mean any person or entity who is the record owner of a fee simple title to all or any Parcel.

2. Declaration and Grant. TCI declares and grants in favor of 29100 Town Center, for the benefit of the 29100 Town Center Pad, as easements and covenants encumbering the Property, each of the restrictions and obligations on the terms and conditions set forth in this Declaration.

3. Architectural Restrictions.

(a) Design and Exterior Materials. All Buildings and Improvements on the Property shall appear as an integrated development of the Property in accordance with the terms and conditions of this Declaration, shall be consistent and compatible with the exterior design and materials of the 29100 Office Building, and shall be constructed of high quality commercial grade materials, including, without limitation, in compliance with the following specific requirements:

(i) Building forms shall be consistent throughout the Property and are to include: flat roofline, parapets and canopy elements (canopies to be metal and black in color).

(ii) Smooth brick shall be the main façade material and shall include architectural detailing such as corbelling and banding. Brick color must be a blend of red and burgundy shades, specifically: Mutual Materials Kruse Way Blend or a darker blend of 50% Vintage Red, 30% Maunaloa, and 20% Burgandy.

(iii) Glazing elements shall have reflective properties such that window tint is not noticeable and must have framing in dark aluminum to match the canopies and other metal building elements.

(b) Equipment. All mechanical equipment, including without limitation HVAC units, shall be located or screened so as not to be visible from the neighboring Parcels. Antennae and other communications equipment shall be limited to that necessary in connection with the Owner's or Operator's lawful and permitted use of the Parcel and shall be visually masked or screened so as not to be visible from the neighboring Parcels. Rooftop metal screening shall be painted light gray.

(c) Site items. No additional on-site structure shall be constructed unless required by the City of Wilsonville. Where such additional on-site structures are required, they shall be designed and constructed in compliance with the following requirements, in addition to the general requirements of this Declaration:

(i) Trash Enclosures. The walls of trash enclosure shall be constructed with materials to match building materials consistent with and approved under this Declaration, shall have metal swinging gates painted to match building metal color, and shall be constructed to such size and height as to comply with the requirements of applicable ordinances, regulations or other jurisdictional requirements.

(ii) Bus Shelters. Any bus shelter required to be constructed shall be designed and constructed to match and incorporate the elements of the custom bus shelter for the 29100 Town Center Pad. The Owner shall coordinate with the City of Wilsonville to accomplish same.

(d) Deviations. Any deviation or variance from the requirements of this Section 3 shall require the prior written consent of 29100 Town Center, who may withhold such consent in its sole and unfettered discretion.

4. Construction of Improvements.

(a) Approval of Plans Required. No Improvement shall be erected, placed, altered, maintained or permitted to remain on any Parcel of the Property without prior written approval of the final plans and specifications therefor (the "Plans") by 29100 Town Center in accordance with the terms and conditions of this Declaration. The Plans shall be submitted in duplicate, signed by an authorized agent of the Owner submitting them. The Plans shall contain the following information: site plans, landscape plans, building plans, building elevations and outline specifications. This material shall be sufficient in detail to fully describe proposed access, circulation, configurations, setbacks, service areas, utilities, amenities, parking, grading, drainage, site lighting, signage, screening, landscaping and building materials. Included shall be tabulation of site usage including: Parcel area, building floor area, site coverage and parking spaces. Also required shall be a perspective rendering showing the style, type and color of the exterior materials, together with a sample board of such materials, including particularly, but without limitation, the brick, window, and exterior paint colors. Preliminary plans meeting the foregoing requirements may be submitted to 29100 Town Center in accordance with this Declaration, but approval of such shall be conditional on final plans conforming in all relevant respects with the approved preliminary plans. Such approval may be obtained prior to the

closing of a sale of property to a prospective Owner and shall bind 29100 Town Center the same as if such approval were given to an existing Owner.

(b) Basis for Approval. 29100 Town Center may, but shall not be obligated to, adopt guidelines to implement this Declaration and provide guidance to Owners in complying with this Declaration. 29100 Town Center may withhold approval of any proposed Improvements in its sole and unfettered discretion if in 29100 Town Center's judgment such Improvements either (i) do not comply with the requirements of this Declaration or, (ii) even if such Improvements may comply with the letter of this Declaration, such proposed Improvements are not of comparable quality and compatible design and construction to the 29100 Office Building.

(c) Result of Inaction. 29100 Town Center shall approve or disapprove Plans within thirty (30) days after submission of such Plans and of any additional information reasonably requested by 29100 Town Center, provided, however, 29100 Town Center shall not in any event be liable for damages due to the breach of this covenant. If 29100 Town Center does not approve or disapprove plans within the thirty-day period allowed above, such plans shall be conclusively deemed automatically disapproved.

(d) Approval. 29100 Town Center may approve Plans as submitted, or as altered or amended, or subject to specific conditions. Upon approval or conditional approval, one copy of the approved Plans, together with any conditions, shall be retained for permanent record by 29100 Town Center, and one copy of the approved Plans, together with any conditions, shall be retained by the Owner submitting such Plans. 29100 Town Center and the Owner shall each sign and date a certification of approval on both sets of the approved Plans.

(e) Proceeding with Work. Upon receipt of approval from 29100 Town Center, the Owner shall, as soon as practicable, satisfy any and all conditions of such approval, shall secure all necessary governmental permits and approvals, and shall diligently proceed with the commencement and completion of all approved construction. In all cases, work shall commence within one (1) year from the date of 29100 Town Center's approval. If work is not so commenced, approval shall be deemed revoked unless 29100 Town Center, pursuant to written request made and received prior to the expiration of said one (1) year period, extends in writing that period of time, which in no event shall 29100 Town Center be obligated to do.

(f) 29100 Town Center Not Liable. 29100 Town Center shall not be liable in any manner to any contractor, subcontractor or materialman, nor for any damage, loss or prejudice suffered or claimed by any person or entity on account of: (i) the approval or disapproval of any Plans, whether or not in any way defective; (ii) the development of any Parcel or the construction of any Improvement, or performance of any work, whether or not pursuant to approved Plans; or (iii) injury to any person or property due to construction, the performance of any work, or the location of any physical object. Each Owner shall indemnify and hold 29100 Town Center and its parents, other affiliates and the officers, members and affiliates of any of them harmless from any and all such claims, losses, damages, costs and expenses (including attorneys' fees) which arise from any activity, construction or condition existing on such Owner's Parcel except to the extent of any liability arising solely from any intentional tort or willful misconduct of 29100 Town Center.

(g) Construction or Use Without Approval. If any Improvement is erected, placed or maintained upon any Parcel, other than with approval by 29100 Town Center or as is authorized under the terms of this Declaration, such Improvement shall be deemed to have been undertaken in violation of this Declaration, and upon written notice to the Owner and/or Occupant from 29100 Town Center, any such Improvements shall be removed, altered or amended as required by 29100 Town Center. Should such removal or alteration not be accomplished within thirty (30) days after delivery of such notice, then the Owner and/or Occupant in breach shall be subject to the enforcement procedures set forth in Section 5 below.

5. Enforcement.

(a) Violation and Liability. The Owner of each Parcel and the Occupant, if any, shall be liable for the violation or breach of any term, covenant, condition or restriction contained in this Declaration (a "Violation").

(b) Right to Judicial Remedies. 29100 Town Center shall have the right to seek any remedy provided by applicable law against any Owner and/or Occupant with respect to a Violation or attempted Violation, including to enjoin or prevent such Owner and/or Occupant from doing so, to cause the Violation to be remedied, and/or to recover damages for or relating to the Violation.

(c) Right of Entry to Remedy Violation. If a Violation of Section 4(g) of this Declaration is not cured within the 30-day period described in Section 4(g), or if any other type of Violation shall remain uncured, unabated and/or not removed after ten (10) days written notice to the Owner and/or to any Occupant, unless a complete cure has been promptly commenced and is being diligently prosecuted, 29100 Town Center shall have the right to enter the Parcel where the Violation exists and to summarily abate, cure and/or remove, at the Owner's and/or Occupant's expense, any such Violation. No entry by 29100 Town Center or its agents shall be deemed a trespass, and neither 29100 Town Center nor its agents shall be subject to liability for entry or any action taken to remedy or remove a Violation. The cost of any such remedy or removal shall be a binding personal obligation of the Owner and/or Occupant of such Parcel and shall be paid immediately to 29100 Town Center upon demand therefor. Any such cost shall (i) bear interest at the rate of twelve percent (12%) per annum from the date incurred until fully repaid to 29100 Town Center, and (ii) shall constitute a lien against all Parcels owned by the subject Owner and the interest of any subject Occupant, as the case may be.

(d) Right of Entry of Inspect. During reasonable hours and upon reasonable prior written notice, and subject to reasonable security requirements, 29100 Town Center or its agents shall have the right to enter upon and inspect any Improvements for the purpose of verifying compliance with this Declaration and standards adopted by 29100 Town Center. 29100 Town Center and its agents shall not be deemed to have committed a trespass or other wrongful act by reasons of such entry or inspection.

(e) Nuisance. The result of every Violation is hereby declared to constitute a nuisance and every remedy allowed by law shall be available to and may be exercised by 29100 Town Center.

(f) Attorney's Fees. In any legal proceeding involving the enforcement of any provision hereof or an interpretation of the rights or liabilities of 29100 Town Center, or an Owner or Occupant, including in any bankruptcy proceeding, the losing party or parties shall pay the attorney's fees and other reasonable costs of litigation of the prevailing party or parties, both in preparation for and at trial and in preparation for and on appeal, in such reasonable amount as shall be fixed by the court before which the matter is heard.

(g) Failure to Enforce. The failure of 29100 Town Center to enforce the observance or performance by an Owner or Occupant of any the terms, covenants, conditions or restrictions imposed by this Declaration on such Owner or Occupant shall in no event be deemed to be a waiver of the right to do so thereafter or in other cases, nor of the right to enforce any of the other provisions of this Declaration, and 29100 Town Center shall have no liability whatsoever with respect to such failure or alleged failure.

(h) Remedies Cumulative. All of the rights and remedies of 29100 Town Center herein are cumulative and are in addition to any other rights and remedies available at law and in equity.

6. Term. This Declaration shall remain in force for so long as 29100 Town Center or any parent, subsidiary, or other affiliate thereof is the owner of all or any portion of the 29100 Town Center Pad.

7. Miscellaneous.

(a) Notices and Submissions. Notices and any submissions to 29100 Town Center permitted or required to be given to 29100 Town Center pursuant to this Declaration shall be given by personal delivery or certified mail with return receipt requested and shall be deemed given when actually delivered to 29100 Town Center at the following address:

29100 Town Center, LLC
c/o Capital Realty Corp.
Attention: Susan Myers
P.O. Box 850
Canby, OR 97013

Notices to any Owner or Occupant shall be given by personal delivery, certified mail with return receipt requested, or national delivery courier (such as UPS, Federal Express, or DHL) and shall be deemed given when actually delivered to the municipal address of the Owner's or Occupant's subject Parcel or to such other address provided to 29100 Town Center in writing for the express purposes of receiving notices hereunder.

(b) Constructive Notice and Acceptance. By the recording of this Declaration, it shall be deemed that every person or entity who know or hereafter owns, occupies, leases, possesses or acquires any right, title or interest in or to any portion of the Property has consented and agreed to every term, covenant, condition and restriction contained herein.

(c) 29100 Town Center Not Liable. Neither 29100 Town Center nor its successors or assigns shall be liable to any Owner, Occupant, mortgagee or other person or entity by reason of any mistake in judgment, negligence, nonfeasance, action or nonaction, or for the enforcement or failure to enforce any provision of this Declaration. Each owner, Occupant, and mortgagee of any of the Parcels, by acquiring its interest therein, agrees that it will not bring any action or suit against 29100 Town Center to recover any such damages or to seek any other relief (including equitable relief) by reason of the same.

(d) Compliance with Regulations and Requirements. Nothing in this Declaration shall be construed as relieving any Owner or Occupant from compliance with all applicable development and design regulations and requirements of the City of Wilsonville, compliance with which is a minimum requirement hereunder, or with other existing restrictions of record affecting the Property.

(e) Runs With Land. TCI and 29100 Town Center intend that all of the terms, covenants, conditions, and restrictions set forth in this Declaration shall be binding upon each and every Parcel of the Property and operate as easements and covenants running with the land for the benefit of the 29100 Town Center Pad.

(f) Captions. The captions and headings of sections of this Declaration are used for convenience only and are not intended in any way to define, limit or describe the scope or intent of any particular provision.

(g) Invalidation. If any provision of this Declaration is held to be invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the remaining provisions which shall be deemed to remain valid and in full force and effect to the fullest extent not prohibited by applicable laws.

[Nothing further – signatures begin on the following page]

EXECUTED as of the date first hereinabove written by 29100 Town Center and TCI.

29100 TOWN CENTER:

29100 TOWN CENTER, LLC

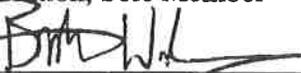
By: Capital Realty Corp., an Oregon
corporation, Sole Member

By: 
Brett Wilcox, President

TCI:

TOWN CENTER INVESTMENTS LLC

By: Capital Realty Corp., an Oregon
corporation, Sole Member

By: 
Brett Wilcox, President

ACKNOWLEDGMENTS

STATE OF OREGON)

) ss.

COUNTY OF CLACKAMAS)

The foregoing instrument was acknowledged before me this 15th day of November, 2007, by Brett Wilcox, as President of Capital Realty Corp., an Oregon corporation, Sole Member of Town Center Investments LLC, an Oregon limited liability company, as the voluntary act of said corporation on behalf of said company.

Susan Myers
Notary Public for Oregon

My Commission Expires: 1-29-09

STATE OF OREGON)

) ss.

COUNTY OF CLACKAMAS)



The foregoing instrument was acknowledged before me this 15th day of November, 2007, by Brett Wilcox, as President of Capital Realty Corp., an Oregon corporation, Sole Member of 29100 Town Center, LLC, an Oregon limited liability company, as the voluntary act of said corporation on behalf of said company.

Susan Myers
Notary Public for Oregon

My Commission Expires: 1-29-09



EXHIBIT A

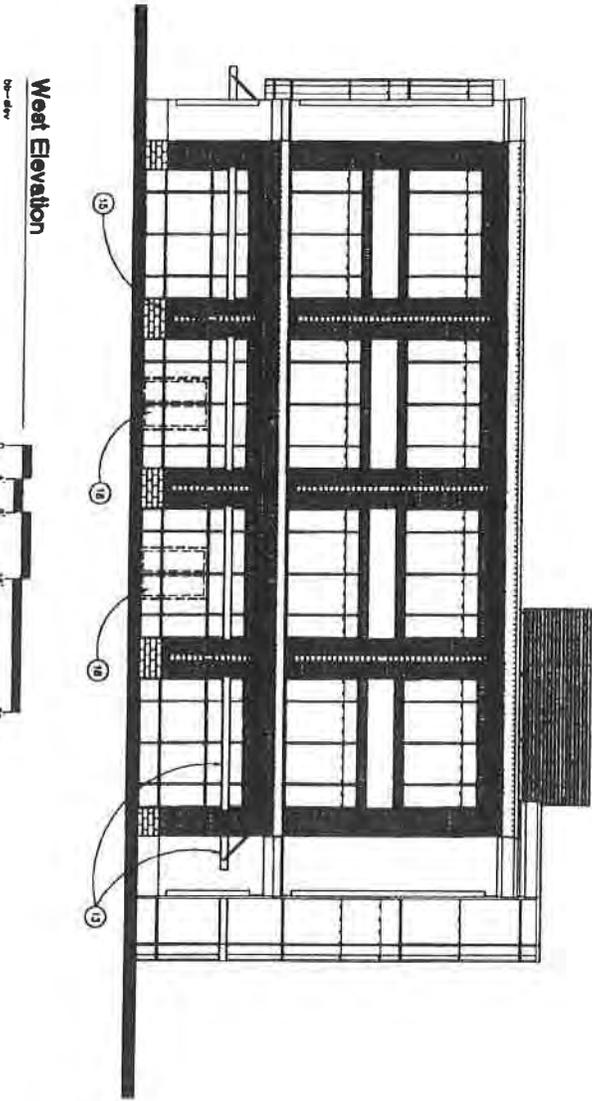
The Property

Lots 1, 2, 3, and 4 of "Wil – Town Cen" a replat of a portion of Parcel 3 of Partition Plat No. 1992-24 in the SE 1/4 Sec. 14, T.3S, R1W of the Willamette Meridian, City of Wilsonville, Clackamas County, Oregon September 23, 2004 recorded at Plat Book 134 Page 002 recorded as document no. 2006-104276.

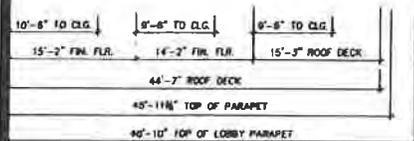
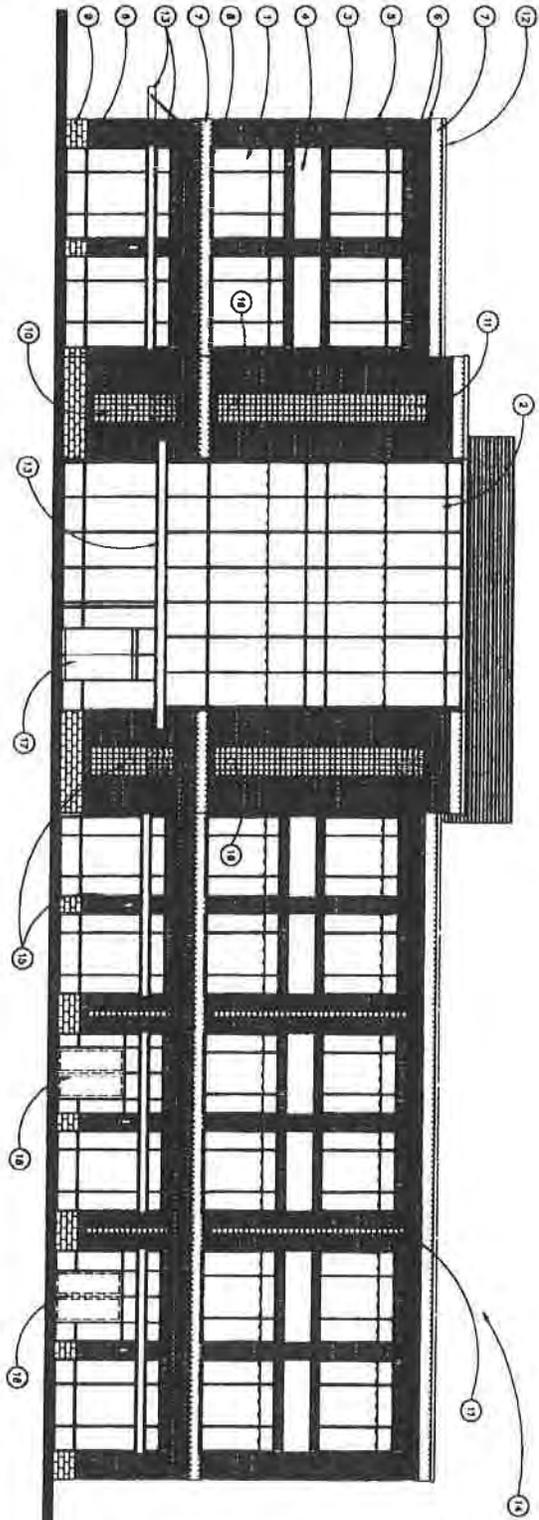
EXHIBIT B

29100 Town Center Pad

Lot 5 of "Wil – Town Cen" a replat of a portion of Parcel 3 of Partition Plat No. 1992-24 in the SE 1/4 Sec. 14, T.3S, R1W of the Willamette Meridian, City of Wilsonville, Clackamas County, Oregon September 23, 2004 recorded at Plat Book 134 Page 002 recorded as document no. 2006-104276.



South Elevation



Keynotes

- 1 ALUMINUM STORMDOOR WITH 1" INSULATED GLAZING
- 2 ALUMINUM CASING WITH 1" INSULATED GLAZING
- 3 BRICK VENEER RUNNING BOND - B1
- 4 BRICK VENEER STACK BOND - B2
- 5 BRICK VENEER SOLIDER COURSE - B1
- 6 BRICK VENEER SOLIDER COURSE - B2
- 7 BRICK VENEER SOLIDER COURSE - B3
- 8 CALL VENEER RUNNING BOND - B4
- 9 CALL VENEER STACKED BOND - B5
- 10 BLACK GRANITE VENEER TILE TYPICAL
- 11 METAL CAP PAINTED BY
- 12 METAL CAP PAINTED BY
- 13 METAL CAP PAINTED BY
- 14 METAL CAP PAINTED BY
- 15 WALL MOUNTED UNLIGHT/DOORLIGHT TYPICAL
- 16 WALL MOUNTED UNLIGHT
- 17 EXTENSION FRAMELESS GLASS DOORS
- 18 EXTENSION STORMDOOR DOORS (FUTURE)

EXTERIOR MATERIALS/COLORS

- BRICK/BLACK (NATURAL MATERIAL COLORS)
- B1 BRICK: "TRUSS BOND", SMOOTH
- B2 BRICK: "BANDON", SMOOTH
- B3 BRICK: "BANDON", SMOOTH
- B4 BRICK: "BANDON", SMOOTH
- B5 BRICK: "BANDON", SMOOTH
- ALUMINUM TRUSS/PAIN COLO
- P1 BLACK: MATEL PAINT COLO
- P2 BLACK: MATEL PAINT COLO

APPENDIX

City of Wilsonville TSP Planned Projects
Existing PM Peak Hour Traffic Counts
Level of Service Descriptions
City of Wilsonville Stage II List
Wilsonville Bicycle & Pedestrian Master Plan Map
EyeHealth Conceptual Plan
HCM Analysis – Existing
HCM Analysis – Existing + Stage II
HCM Analysis – Existing + Project
HCM Analysis – Existing + Project + Stage II

City of Wilsonville TSP Planned Projects

FIGURE 5-4. HIGHER PRIORITY PROJECTS (NORTHEAST QUADRANT)

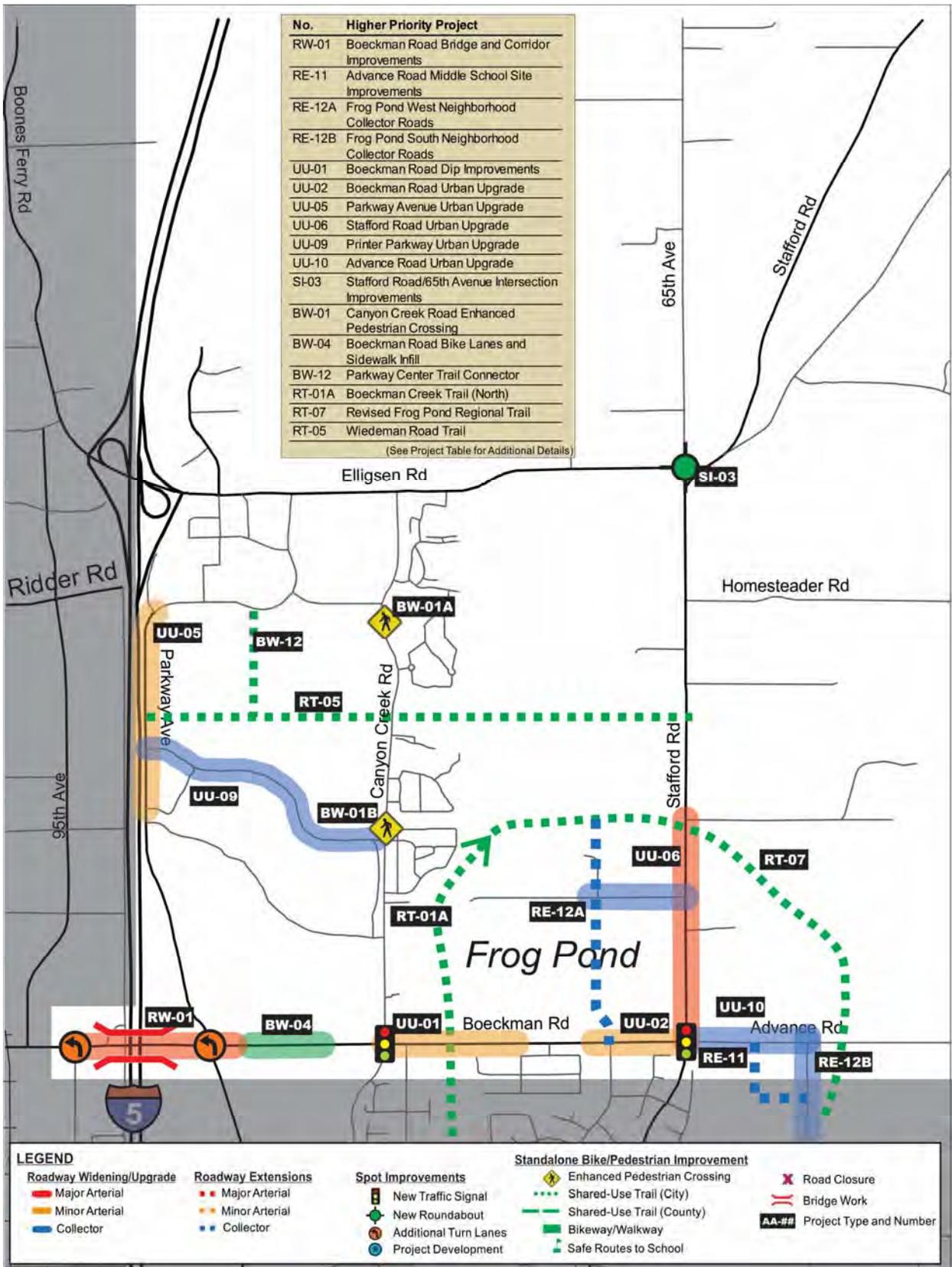
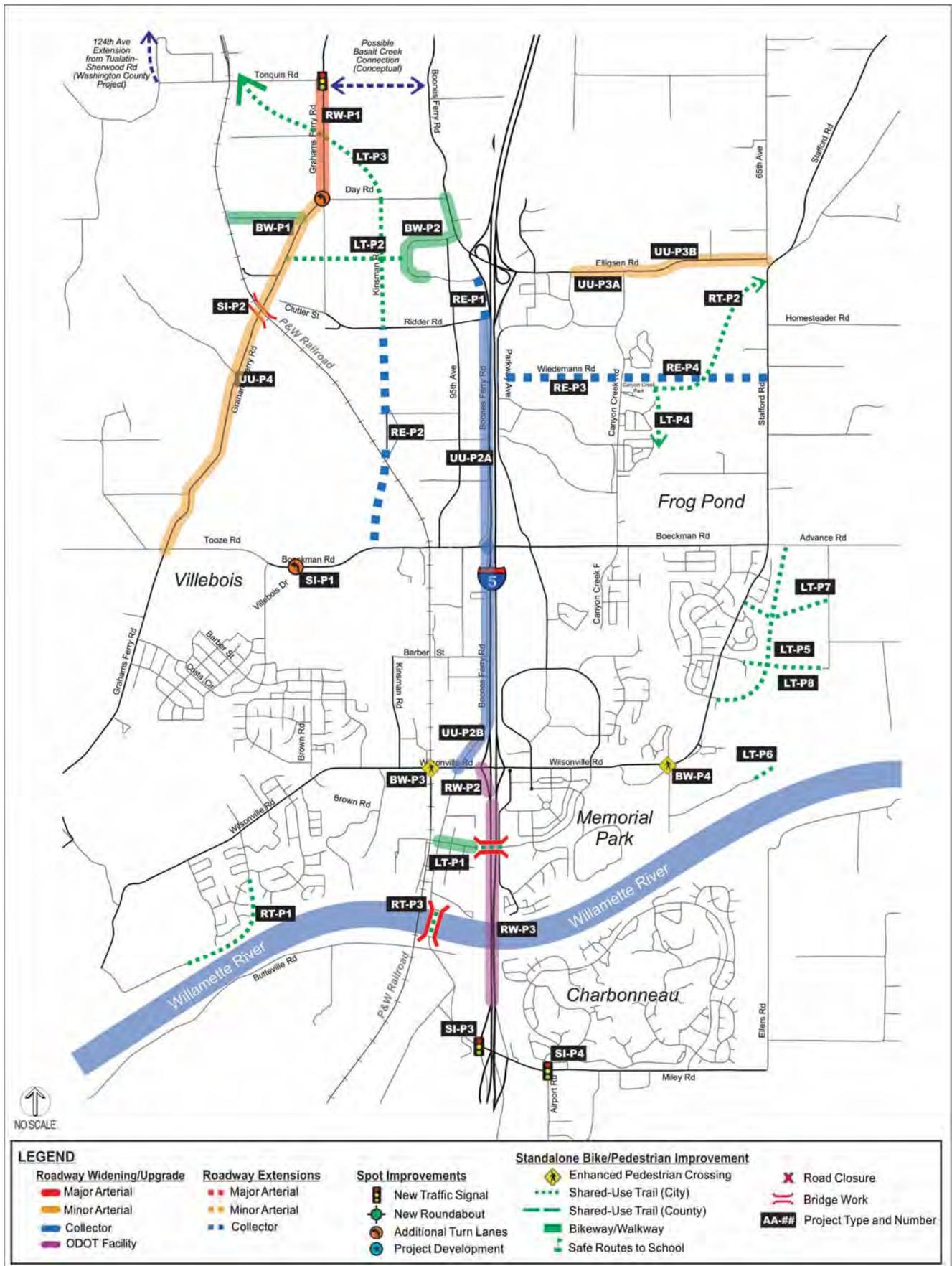


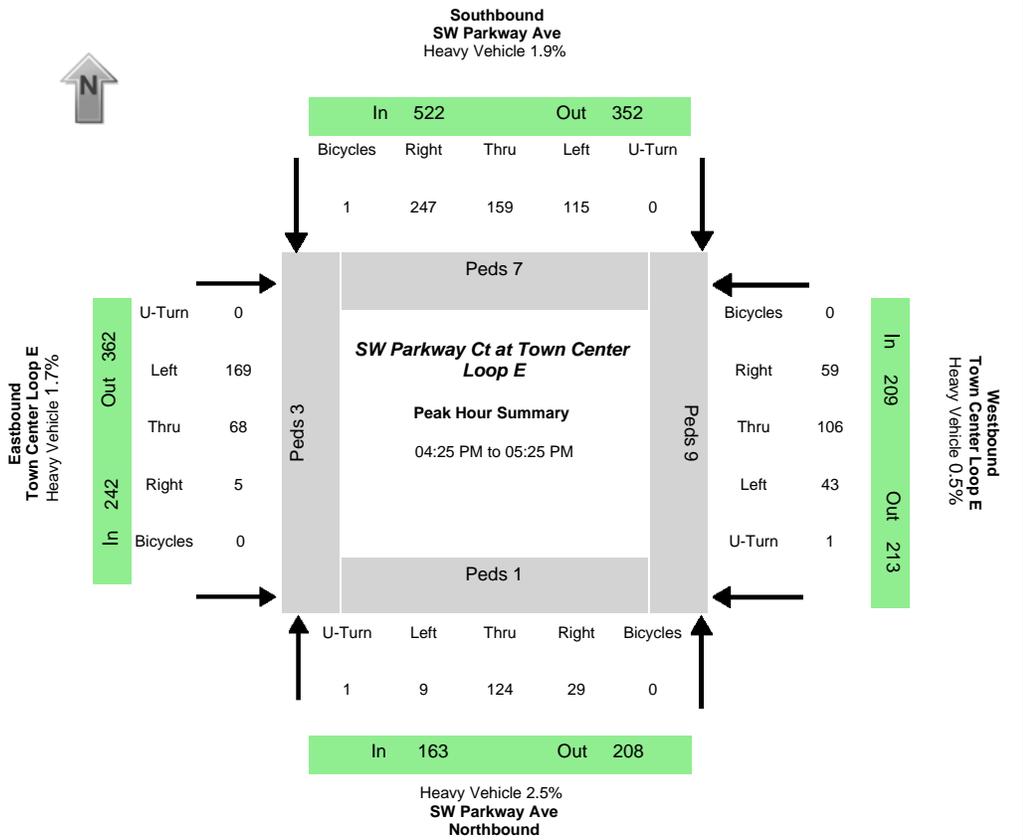
FIGURE 5-7. ADDITIONAL PLANNED PROJECTS



Existing PM Peak Hour Traffic Counts

Data Provided by K-D-N.com 503-594-4224

N/S street	SW Parkway Ave
E/W street	Town Center Loop E
City, State	Wilsonville OR
Site Notes	
Location	45.309452 - -122.76436
Start Date	Wednesday, January 17, 2018
Start Time	04:00:00 PM
Weather	
Study ID #	
Peak Hour Start	04:25:00 PM
Peak 15 Min Start	04:45:00 PM
PHF (15-Min Int)	0.96



Peak-Hour Volumes (PHV)																							
Northbound				Southbound				Eastbound				Westbound				Entering				Leaving			
Left	Thru	Right	Uturn	Left	Thru	Right	Uturn	Left	Thru	Right	Uturn	Left	Thru	Right	Uturn	NB	SB	EB	WB	NB	SB	EB	WB
9	124	29	1	115	159	247	0	169	68	5	0	43	106	59	1	163	521	242	209	208	352	362	213
Percent Heavy Vehicles																							
0.0%	3.2%	0.0%	0.0%	1.7%	3.1%	1.2%	0.0%	0.6%	4.4%	0.0%	0.0%	2.3%	0.0%	0.0%	0.0%	2.5%	1.9%	1.7%	0.5%	2.9%	1.4%	0.8%	2.3%

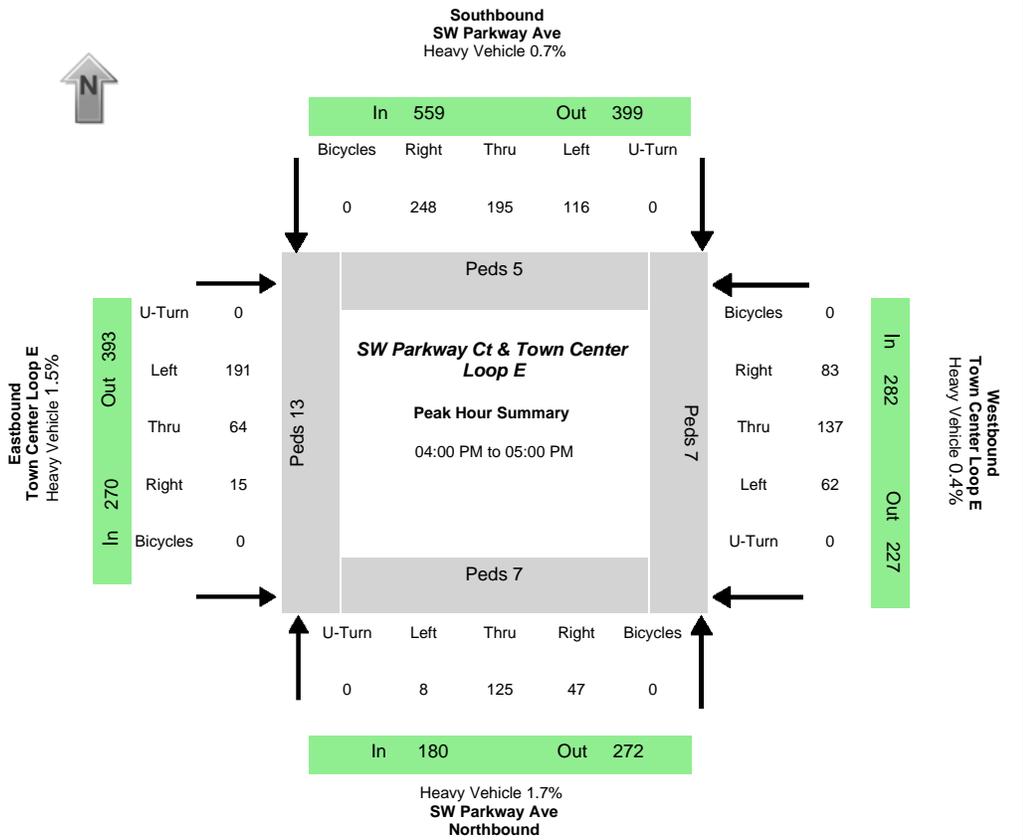
PHV - Bicycles														PHV - Pedestrians							
Northbound				Southbound				Eastbound				Westbound				in Crosswalk					
Left	Thru	Right	Uturn	Left	Thru	Right	Uturn	Left	Thru	Right	Uturn	Left	Thru	Right	Uturn	Sum	NB	SB	EB	WB	Sum
0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	1	1	7	3	9	20

Time	Northbound SW Parkway Ave				Southbound SW Parkway Ave				Eastbound Town Center Loop E				Westbound Town Center Loop E				15 Min Sum	1 HR Sum
	Left	Thru	Right	Uturn	Left	Thru	Right	Uturn	Left	Thru	Right	Uturn	Left	Thru	Right	Uturn		
04:00:00 PM	2	13	6	0	11	11	13	0	14	2	0	0	3	10	7	0		
04:05:00 PM	2	3	4	0	7	13	16	0	5	10	0	0	0	14	6	0		
04:10:00 PM	1	8	4	0	9	11	19	0	11	2	3	0	4	7	11	0	262	
04:15:00 PM	1	6	2	0	9	16	18	0	14	6	2	0	3	9	7	0	263	
04:20:00 PM	0	7	2	0	7	14	17	0	12	2	0	0	4	5	7	0	260	
04:25:00 PM	0	8	3	0	11	14	18	0	18	8	0	0	5	14	5	0	274	
04:30:00 PM	0	13	4	0	6	13	24	0	12	7	1	0	0	13	8	0	282	
04:35:00 PM	2	9	2	0	7	9	20	0	10	9	0	0	3	9	4	0	289	
04:40:00 PM	0	8	4	0	8	8	28	0	15	6	0	0	1	10	5	0	278	
04:45:00 PM	1	7	1	0	12	14	22	0	14	3	1	0	2	15	4	0	273	
04:50:00 PM	2	8	2	0	16	11	16	0	20	7	1	0	4	8	3	0	287	
04:55:00 PM	0	16	0	0	10	16	17	0	12	7	0	0	9	5	10	0	296	1110
05:00:00 PM	0	17	1	0	4	16	22	0	15	5	0	0	8	5	2	0	295	1113
05:05:00 PM	1	15	2	0	7	13	24	0	12	3	0	0	4	8	5	1	292	1128
05:10:00 PM	0	7	1	0	14	14	23	0	9	3	2	0	4	8	2	0	277	1125
05:15:00 PM	1	11	6	1	9	17	17	0	11	8	0	0	1	5	3	0	272	1122
05:20:00 PM	2	5	3	0	11	14	16	0	21	2	0	0	2	6	8	0	267	1135
05:25:00 PM	0	13	7	0	7	11	23	0	17	5	0	0	4	13	3	0	283	1134
05:30:00 PM	1	11	3	0	9	9	19	0	9	7	1	0	2	7	6	0	277	1117
05:35:00 PM	0	9	3	0	6	19	20	0	17	1	0	0	4	9	3	0	278	1124
05:40:00 PM	0	4	1	0	5	10	14	0	16	3	1	0	1	7	3	0	240	1096
05:45:00 PM	0	7	4	0	5	13	26	0	17	8	0	0	5	10	4	0	255	1099
05:50:00 PM	0	10	1	0	11	12	21	0	13	5	1	0	2	10	6	0	256	1093
05:55:00 PM	0	6	1	0	14	23	21	0	12	1	1	0	1	11	2	0	284	1084



KEY DATA NETWORK

Data Provided by K-D-N.com 503-594-4224	
N/S street	SW Parkway Ave
E/W street	Town Center Loop E
City, State	Wilsonville OR
Site Notes	
Location	45.309452 - -122.76436
Start Date	Thursday, January 18, 2018
Start Time	04:00:00 PM
Weather	
Study ID #	
Peak Hour Start	04:00:00 PM
Peak 15 Min Start	04:10:00 PM
PHF (15-Min Int)	0.91



Peak-Hour Volumes (PHV)																							
Northbound				Southbound				Eastbound				Westbound				Entering				Leaving			
Left	Thru	Right	Uturn	Left	Thru	Right	Uturn	Left	Thru	Right	Uturn	Left	Thru	Right	Uturn	NB	SB	EB	WB	NB	SB	EB	WB
8	125	47	0	116	195	248	0	191	64	15	0	62	137	83	0	180	559	270	282	272	399	393	227
Percent Heavy Vehicles																							
0.0%	1.6%	2.1%	0.0%	1.7%	1.0%	0.0%	0.0%	1.0%	3.1%	0.0%	0.0%	0.0%	0.0%	1.2%	0.0%	1.7%	0.7%	1.5%	0.4%	0.7%	1.3%	0.0%	2.2%

PHV - Bicycles												PHV - Pedestrians									
Northbound				Southbound				Eastbound				Westbound				in Crosswalk					
Left	Thru	Right	Uturn	Left	Thru	Right	Uturn	Left	Thru	Right	Uturn	Left	Thru	Right	Uturn	Sum	NB	SB	EB	WB	Sum
0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	7	5	13	7	32

Time	Northbound SW Parkway Ave				Southbound SW Parkway Ave				Eastbound Town Center Loop E				Westbound Town Center Loop E				15 Min Sum	1 HR Sum
	Left	Thru	Right	Uturn	Left	Thru	Right	Uturn	Left	Thru	Right	Uturn	Left	Thru	Right	Uturn		
04:00:00 PM	1	9	5	0	8	14	19	0	19	5	2	0	3	16	7	0		
04:05:00 PM	1	7	3	0	5	12	21	0	19	2	3	0	7	14	3	0		
04:10:00 PM	4	14	5	0	14	22	27	0	15	7	1	0	5	9	11	0	339	
04:15:00 PM	1	15	3	0	13	12	26	0	15	8	0	0	8	4	5	0	341	
04:20:00 PM	0	9	4	0	10	18	19	0	15	4	2	0	5	15	10	0	355	
04:25:00 PM	1	12	2	0	10	21	13	0	16	6	1	0	2	16	4	0	325	
04:30:00 PM	0	9	3	0	9	17	24	0	15	5	2	0	4	13	7	0	323	
04:35:00 PM	0	12	3	0	11	17	20	0	10	4	1	0	6	12	8	0	316	
04:40:00 PM	0	12	4	0	6	15	23	0	25	4	1	0	4	10	12	0	328	
04:45:00 PM	0	7	7	0	9	12	16	0	13	7	1	0	10	9	8	0	319	
04:50:00 PM	0	8	5	0	13	19	20	0	12	6	1	0	3	8	2	0	312	
04:55:00 PM	0	11	3	0	8	16	20	0	17	6	0	0	5	11	6	0	299	1291
05:00:00 PM	1	12	1	0	10	16	26	0	7	5	2	0	3	9	9	0	301	1284
05:05:00 PM	0	13	0	0	14	15	13	0	7	10	2	0	3	12	6	0	299	1282
05:10:00 PM	2	18	1	0	15	14	26	0	11	2	0	0	6	8	7	0	306	1258
05:15:00 PM	1	12	4	0	11	14	16	0	13	5	0	0	4	10	8	0	303	1246
05:20:00 PM	1	11	4	0	7	18	19	0	10	5	1	0	2	3	4	0	293	1220
05:25:00 PM	0	9	2	0	9	16	13	0	20	13	4	0	3	6	2	0	280	1213
05:30:00 PM	1	11	0	0	5	15	20	0	15	5	0	0	5	7	7	0	273	1196
05:35:00 PM	1	17	4	0	14	10	17	0	13	7	0	0	0	1	10	0	282	1186
05:40:00 PM	1	12	0	0	6	14	24	0	11	8	0	0	2	6	4	0	273	1158
05:45:00 PM	1	16	3	0	8	13	21	0	17	6	0	0	4	12	5	0	288	1165
05:50:00 PM	0	12	5	0	7	10	15	0	13	1	0	0	4	11	1	0	273	1147
05:55:00 PM	0	5	2	0	4	8	14	0	16	5	0	0	1	6	6	0	252	1111

Level of Service Descriptions

TRAFFIC LEVELS OF SERVICE

Analysis of traffic volumes is useful in understanding the general nature of traffic in an area, but by itself indicates neither the ability of the street network to carry additional traffic nor the quality of service afforded by the street facilities. For this, the concept of level of service has been developed to subjectively describe traffic performance. Level of service can be measured at intersections and along key roadway segments.

Levels of service categories are similar to report card ratings for traffic performance. Intersections are typically the controlling bottlenecks of traffic flow and the ability of a roadway system to carry traffic efficiently is generally diminished in their vicinities. Levels of Service A, B and C indicate conditions where traffic moves without significant delays over periods of peak travel demand. Level of service D and E are progressively worse peak hour operating conditions and F conditions represent where demand exceeds the capacity of an intersection. Most urban communities set level of service D as the minimum acceptable level of service for peak hour operation and plan for level of service C or better for all other times of the day. The Highway Capacity Manual provides level of service calculation methodology for both intersections and arterials¹. The following two sections provide interpretations of the analysis approaches.

¹ *2000 Highway Capacity Manual*, Transportation Research Board, Washington D.C., 2000, Chapter 16 and 17.

UNSIGNALIZED INTERSECTIONS (Two-Way Stop Controlled)

Unsignalized intersection level of service is reported for the major street and minor street (generally, left turn movements). The method assesses available and critical gaps in the traffic stream which make it possible for side street traffic to enter the main street flow. The 2010 Highway Capacity Manual describes the detailed methodology. It is not unusual for an intersection to experience level of service E or F conditions for the minor street left turn movement. It should be understood that, often, a poor level of service is experienced by only a few vehicles and the intersection as a whole operates acceptably.

Unsignalized intersection levels of service are described in the following table.

Level-of-Service Criteria: Automobile Mode

Control Delay (s/vehicle)	LOS by Volume-to-Capacity Ratio	
	$v/c \leq 1.0$	$v/c > 1.0$
0-10	A	F
>10-15	B	F
>15-25	C	F
>25-35	D	F
>35-50	E	F
>50	F	F

Note: The LOS criteria apply to each lane on a given approach and to each approach on the minor street.
LOS is not calculated for major-street approaches or for the intersection as a whole

SIGNALIZED INTERSECTIONS

For signalized intersections, level of service is evaluated based upon average vehicle delay experienced by vehicles entering an intersection. Control delay (or signal delay) includes initial deceleration delay, queue move-up time, stopped delay, and final acceleration delay. In previous versions of this chapter of the HCM (1994 and earlier), delay included only stopped delay. As delay increases, the level of service decreases. Calculations for signalized and unsignalized intersections are different due to the variation in traffic control. The 2000 Highway Capacity Manual provides the basis for these calculations.

Level of Service	Delay (secs.)	Description
A	<10.00	Free Flow/Insignificant Delays: No approach phase is fully utilized by traffic and no vehicle waits longer than one red indication. Most vehicles do not stop at all. Progression is extremely favorable and most vehicles arrive during the green phase.
B	10.1-20.0	Stable Operation/Minimal Delays: An occasional approach phase is fully utilized. Many drivers begin to feel somewhat restricted within platoons of vehicles. This level generally occurs with good progression, short cycle lengths, or both.
C	20.1-35.0	Stable Operation/Acceptable Delays: Major approach phases fully utilized. Most drivers feel somewhat restricted. Higher delays may result from fair progression, longer cycle lengths, or both. Individual cycle failures may begin to appear at this level, and the number of vehicles stopping is significant.
D	35.1-55.0	Approaching Unstable/Tolerable Delays: The influence of congestion becomes more noticeable. Drivers may have to wait through more than one red signal indication. Longer delays may result from some combination of unfavorable progression, long cycle lengths, or high v/c ratios. The proportion of vehicles not stopping declines, and individual cycle failures are noticeable.
E	55.1-80.0	Unstable Operation/Significant Delays: Volumes at or near capacity. Vehicles may wait through several signal cycles. Long queues form upstream from intersection. These high delay values generally indicate poor progression, long cycle lengths, and high v/c ratios. Individual cycle failures are a frequent occurrence.
F	>80.0	Forced Flow/Excessive Delays: Represents jammed conditions. Queues may block upstream intersections. This level occurs when arrival flow rates exceed intersection capacity, and is considered to be unacceptable to most drivers. Poor progression, long cycle lengths, and v/c ratios approaching 1.0 may contribute to these high delay levels.

Source: *2000 Highway Capacity Manual*, Transportation Research Board, Washington D.C.

City of Wilsonville Stage II List

Updated by D. Pauly 12.06.17

Stage II Approved									
Project	Land Use	Status	Size	Total PM Peak Trips	Trip Allocation		Net New (Primary + Diverted) PM Peak Hour Trips not yet active		
					Internal	Pass-By	In	Out	Total
Ash Park Subdivision	Residential	Not built	12 units				8	4	12
Hydro-Temp: Recent agreement with the City, the project is vested and so are the traffic trips	Office/Flex-Space	Not built	60.8 KSF				44	46	90
Mercedes Benz (Phase 2)	Auto Dealership	Not built					20	26	46
Renaissance Boat Club (Abele Zone Change TIS)	Residential (Single Family)	30 homes sold and occupied	33 Lots				2	1	3
Shredding Systems (SQFT does not including paint canopy and another canopy)	Industrial/Commercial	Not built	66.8 KSF				20	46	66
Town Center PH III and Trip dedication to Miller Paint store <i>Uses marked with "*" have not been built and PM peak hr trip sum exceeds remaining vested trip level by 2 trips. It has yet to be determined how to allocate trips between remaining buildings.</i>	*Fast Food (Pad 2)	Not built	2.5 KSF				18	16	34*
	High Turnover Restaurant (Pad 1)	Not built	7.5 KSF				24	17	41
	Miller Paint store	Not built	5.0 KSF				6	6	12
	Remaining Approved Total								85
Wilsonville Road Business Park Phase II	Phase 2 - office (2-story building on west parcel)	Partially Built	21.7 KSF				15	71	86
Clackamas Community College Pole Training Yard Expansion	Educational	Not built		0			0	0	0
Universal Health Services	Mental Health Facility	Not built	62K						
14-Lot Single-Family Subdivision at 28500 and 28530 SW Canyon Creek Rd. South	Residential	Under construction	14				9	5	14
SORT Bionergy *Minimal impact, no PM Peak indicated in traffic impact analysis	Industrial	Not built					*	*	*
Charbonneau Range 40-lot Subdivision	Residential	Under construction	40 lots				29	17	46
Marion's Carpet	Warehouse/Retail	Under construction	27K Industrial 3.5k Retail				11	24	35
9600 SW Boeckman Phase I	Manufacturing	Under construction	155K				38	67	105
Hilton Garden Inn	Hotel	Not built	118 units				15	15	30

Stage II Approved – Villebois													
Project	Phase	Status	Land Use					Total PM Peak Trips	Trip Allocation Percentage		Net New (Primary +		
			SF	Town.	Apt.	Retail	School		Internal	Pass-By	In	Out	Total
North (Entirety)	Residential	Partially Built, 304 homes sold and occupied	440		10						91	53	143
Grande Pointe (Phase 7 South)	Grande Pointe	Partially Built, 34 homes sold and occupied	100					114	4		42	24	66
East	Residential	Partially Built, 477 homes (436 single family and 41 row homes) sold and occupied	576	42							31	18	49
Central	Residential	Partially Built, 531 homes (48 single family, 118 condo/row homes, 365 apartments) occupied	75	459	449	3 KSF					170	87	257

Pending Projects for Which Traffic Analysis has been completed (except Villebois)											
Project	Land Use	Status	Size	Total PM Peak Trips	Trip Allocation Percentage			Net New (Primary) PM Peak Hour Trips			
					Internal	Pass-By	Diverted	In	Out	Total	
Mercedes Benz Expansion	Commercial	Land Use Application Not Submitted	53 KSF						18	18	36

Wilsonville Bicycle & Pedestrian Master Plan Map

Map 1. Wilsonville Bicycle and Pedestrian Concept Map

REGIONAL TRAILS

- 1 Tonquin Trail
- 2 Stafford Spur Trail
- 3 Boeckman Creek Trail
- 4 Waterfront Trail
- 5 Willamette River Crossing Trail
- 6 Wiedeman Road Trail

COMMUNITY WALKWAY / BIKEWAY

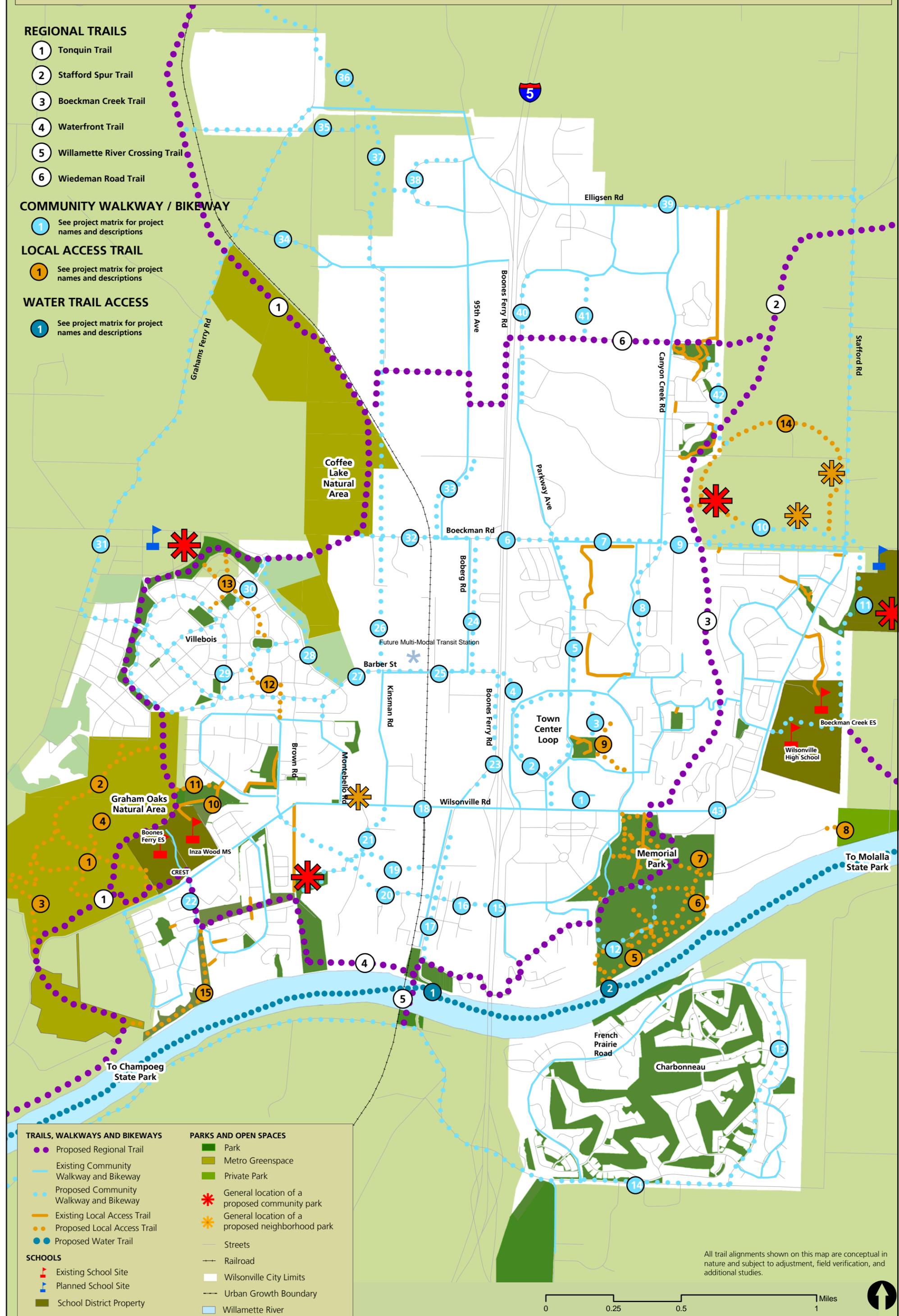
- 1 See project matrix for project names and descriptions

LOCAL ACCESS TRAIL

- 1 See project matrix for project names and descriptions

WATER TRAIL ACCESS

- 1 See project matrix for project names and descriptions



TRAILS, WALKWAYS AND BIKEWAYS

- Proposed Regional Trail
- Existing Community Walkway and Bikeway
- Proposed Community Walkway and Bikeway
- Existing Local Access Trail
- Proposed Local Access Trail
- Proposed Water Trail

PARKS AND OPEN SPACES

- Park
- Metro Greenspace
- Private Park
- General location of a proposed community park
- General location of a proposed neighborhood park

SCHOOLS

- Existing School Site
- Planned School Site
- School District Property

- Streets
- Railroad
- Wilsonville City Limits
- Urban Growth Boundary
- Willamette River

All trail alignments shown on this map are conceptual in nature and subject to adjustment, field verification, and additional studies.



WILSONVILLE BICYCLE AND PEDESTRIAN MASTER PLAN PROJECT MATRIX								
PROJECTS								
ID	Project	From - To	Type	Description	Length (miles)	Lead Responsibility	Priority	Planning Level Cost Estimate (Excluding Property Acquisition/Easement) See Cost Estimate Worksheet for Cost Breakdown
R6c	Wiedeman Road Trail - Phase 3	Canyon Creek Rd to Stafford Spur Trail	Shared Use path	Portion of the regional trail that would provide an off-street connection from Canyon Creek Rd through Canyon Creek Park and connect with the Boeckman Creek Trail and the Stafford Spur Trail.	0.4	Wilsonville, Metro	3	\$700,000
COMMUNITY WALKWAYS AND BIKEWAYS								
C1**	Town Center Improvement Package**	Town Center	Crossings, intersection improvements	Improve and encourage pedestrian activity and safety within Town Center by creating more direct connections between destinations, improving accessibility to civic uses, retrofitting sidewalks with curb ramps, highlighting crosswalks with colored pavement or something similar.	n/a	Wilsonville	1	\$93,000
C2**	West Town Center Loop	Wilsonville Road east on Town Center Loop Rd to Parkway Ave	shared use path	Expanding the width of the current sidewalk on the interior of Town Center Loop to 10 ft would create a shared use path that would provide greater safety and accessibility to Town Center for pedestrians and bicyclists.	0.65	Wilsonville	1	\$347,000
C3**	Town Center Park Trail	Town Center Loop E to Town Center Park	shared use path	This trail would utilize a portion of an easement owned by the city next to the post office to create a greater connection to the park, the post office, and other businesses around Town Center.	0.16	Wilsonville	2	\$71,000
C4	Town Center Loop Bridge	Boones Ferry Road to Town Center Loop W	bicycle and pedestrian bridge	Provides an additional connection across I-5, connecting users with Town Center Loop and the businesses and neighborhoods on the east side of Wilsonville.	0.1	Wilsonville	2	\$3,875,000
C5	Parkway Avenue	Boeckman Road to Town Center Loop Drive	signed route with wide outside lanes	This stretch of Parkway Avenue has a three-lane design, with one lane in each direction plus a center turn lane. Reducing the width of the center turn lane would allow for the creation of wide outside lanes to be shared by vehicles and bicycles.	0.56	Wilsonville	2	\$23,000
C6*	Boeckman Road Bridge	Parkway Avenue to Boberg Road	bicycle and pedestrian bridge	Provides an additional bicycle and pedestrian connection across I-5, connecting users with major employers, the future site of the commuter rail, and access to Villebois.	0.1	Wilsonville	1	\$3,875,000
C7	Boeckman Road	Parkway Ave to Canyon Creek Rd	Bike lanes and sidewalks	Boeckman Rd is a fairly high speed collector with no provisions for bicyclists or pedestrians.	0.4	Wilsonville	1	\$500,000
C8	Canyon Creek extension	Boeckman Creek Road to Vlahos Drive	Bike lanes and sidewalks	Provides greater connectivity from northeast Wilsonville neighborhoods with Town Center Loop and the residential development just north of Vlahos Drive. <i>This project will likely occur during the development stage as the roadway is extended.</i>	0.56	Wilsonville	1	\$443,000
C9	Boeckman Road	Canyon Creek Road to Wilsonville Road	Bike lanes and sidewalks	This section of Boeckman Road has two 12-foot wide motor vehicle lanes with a sidewalk along a portion of the south side. As Wilsonville continues to grow, this is a vital link in the overall connectivity of the bicycle and pedestrian network.	0.69	Wilsonville	1	\$878,000
C10	Frog Pond	Canyon Creek Road to Wilsonville Road	shared use path	Providing an off-street alternative to Boeckman Road, this trail connects with the proposed community park, linking neighborhoods and schools with the parks in the Frog Pond area.	0.52	Wilsonville	2	\$282,000

EyeHealth Conceptual Plan



**ANDERSON
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**EYEHEALTH NORTHWEST
WILSONVILLE CLINIC
29710 TOWN CENTER LOOP WEST
WILSONVILLE, OR 97070**

Submittal Type

NO.	REVISION	DATE

Date: 11/07/17
Scale: 1/16" = 1'-0"
Project No.: 17-149
Drawn By:
Checked By:

NOTICE OF EXTENDED PAYMENT PROVISION
The agreement will allow the Owner to make payment within thirty-five (35) days after the date an Application for Payment is received by the Owner.

NOTICE OF ALTERNATE BILLING CYCLE
The Agreement will allow the Owner to require the submission of Application for Payment in billing cycles other than 30-day cycles. The period covered by each Application for Payment will be one calendar month ending on the last day of the month. Application for Payment of the Agreement will be submitted to the Owner no later than the 5th day of each month.

Jurisdiction Approval:

Sheet Title:
SITE PLAN

Sheet No.: **A2.0**

SITE DATA

ZONE CODE : PLANNED DEVELOPMENT COMMERCIAL TOWN CENTER (PDCTC)

TAXLOT ID : 31W14D 00227

SITE AREA: 55,350 SQ. FT. [1.27 ACRES] SITE COVERAGE: N/A
BUILDING TOTAL SF: 7,732 SF

MIN FRONT YARD SETBACK: [4.116.10] NO LIMITATION
MIN REAR YARD SETBACK: [4.116.10] NO LIMITATION
MIN SIDE YARD SETBACK: [4.116.10] NO LIMITATION

MAX BUILDING HEIGHT: [4.116.10] 35 FT.
PROPOSED BUILDING HEIGHT: 19 FT. 8 IN.

MIN STREET FRONTAGE: [4.116.10] NO LIMITATION

MINIMUM LANDSCAPING GROSS AREA REQUIRED: 15% (8,302 SF)

PROPOSED LANDSCAPING: [4.155.03] 27% (15,026 SF)

MEDICAL BUILDING PARKING MIN REQUIRED: 3.9 PER 1000 SQ. FT.

MEDICAL BUILDING PARKING MAX ALLOWED: 5.9 PER 1000 SQ. FT.

PROPOSED PARKING SPACES: 42 SPACES (5.5/1000)

MEDICAL BUILDING BICYCLE MIN REQUIRED: 1 PER 5000 SQ. FT.

PROPOSED BICYCLE PARKING: [4.155.04.5] 4 SPACES

UP TO FORTY PERCENT (40%) OF THE OFF-STREET SPACES MAY BE COMPACT CAR SPACES [4.155.02 N]

WHERE OFF-STREET PARKING AREAS ARE DESIGNED FOR MOTOR VEHICLES TO OVERHANG BEYOND CURBS, PLANTING AREAS ADJACENT TO SAID CURBS SHALL BE INCREASED TO A MINIMUM OF SEVEN (7) FEET IN DEPTH. THIS STANDARD SHALL APPLY TO A DOUBLE ROW OF PARKING. THE NET EFFECT OF WHICH SHALL BE TO CREATE A PLANTED AREA THAT IS A MINIMUM OF SEVEN (7) FEET IN DEPTH. [4.155.02 O]

LANDSCAPING OF AT LEAST TEN PERCENT (10%) OF THE PARKING AREA DESIGNED TO BE SCREENED FROM VIEW FROM THE PUBLIC RIGHT-OF-WAY AND ADJACENT PROPERTIES [4.155.03]

ALL PARKING AREAS WHICH CONTAIN TEN (10) OR MORE PARKING SPACES, SHALL FOR EVERY FIFTY (50) STANDARD SPACES, PROVIDE ONE ADA ACCESSIBLE PARKING SPACE THAT IS CONSTRUCTED TO BUILDING CODE STANDARDS, WILSONVILLE CODE 9.000. [4.155.03]



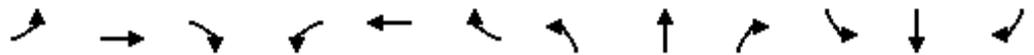
1 Site Plan
1/16" = 1'-0"

HCM Analysis – Existing

HCM Signalized Intersection Capacity Analysis

1: Parkway Ave & Town Center Lp

02/09/2018



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations	↖	↕		↖	↕		↖	↕		↖	↕	↖
Traffic Volume (vph)	191	64	15	62	137	83	8	125	47	116	195	248
Future Volume (vph)	191	64	15	62	137	83	8	125	47	116	195	248
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Lane Width	14	12	12	12	12	12	13	13	12	13	12	12
Total Lost time (s)	4.0	4.0		4.0	4.0		4.0	4.0		4.0	4.0	4.0
Lane Util. Factor	1.00	0.95		1.00	0.95		1.00	1.00		1.00	1.00	1.00
Frbp, ped/bikes	1.00	0.99		1.00	0.99		1.00	0.99		1.00	1.00	0.99
Flpb, ped/bikes	1.00	1.00		0.99	1.00		0.99	1.00		1.00	1.00	1.00
Frt	1.00	0.97		1.00	0.94		1.00	0.96		1.00	1.00	0.85
Flt Protected	0.95	1.00		0.95	1.00		0.95	1.00		0.95	1.00	1.00
Satd. Flow (prot)	1902	3406		1793	3358		1855	1836		1826	1881	1591
Flt Permitted	0.44	1.00		0.70	1.00		0.62	1.00		0.42	1.00	1.00
Satd. Flow (perm)	879	3406		1318	3358		1219	1836		799	1881	1591
Peak-hour factor, PHF	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91
Adj. Flow (vph)	210	70	16	68	151	91	9	137	52	127	214	273
RTOR Reduction (vph)	0	11	0	0	72	0	0	23	0	0	0	151
Lane Group Flow (vph)	210	75	0	68	171	0	9	166	0	127	214	122
Confl. Peds. (#/hr)	5		7	7		5	13		7	7		13
Heavy Vehicles (%)	1%	3%	0%	0%	0%	1%	0%	2%	2%	2%	1%	0%
Turn Type	pm+pt	NA		pm+pt	NA		pm+pt	NA		pm+pt	NA	pm+ov
Protected Phases	7	4		3	8		5	2		1	6	7
Permitted Phases	4			8			2			6		6
Actuated Green, G (s)	23.4	15.7		14.5	10.8		10.7	9.7		19.0	14.0	22.6
Effective Green, g (s)	23.4	15.7		14.5	10.8		10.7	9.7		19.0	14.0	22.6
Actuated g/C Ratio	0.46	0.31		0.29	0.21		0.21	0.19		0.38	0.28	0.45
Clearance Time (s)	4.0	4.0		4.0	4.0		4.0	4.0		4.0	4.0	4.0
Vehicle Extension (s)	3.0	3.0		3.0	3.0		3.0	3.0		3.0	3.0	3.0
Lane Grp Cap (vph)	582	1060		414	719		271	353		409	522	839
v/s Ratio Prot	c0.06	0.02		0.01	0.05		0.00	0.09		c0.03	c0.11	0.02
v/s Ratio Perm	c0.11			0.04			0.01			0.08		0.05
v/c Ratio	0.36	0.07		0.16	0.24		0.03	0.47		0.31	0.41	0.15
Uniform Delay, d1	8.3	12.2		13.3	16.4		15.7	18.1		10.8	14.8	8.2
Progression Factor	1.00	1.00		1.00	1.00		1.00	1.00		1.00	1.00	1.00
Incremental Delay, d2	0.4	0.0		0.2	0.2		0.1	1.0		0.4	0.5	0.1
Delay (s)	8.7	12.2		13.5	16.6		15.8	19.1		11.2	15.4	8.3
Level of Service	A	B		B	B		B	B		B	B	A
Approach Delay (s)		9.7			15.9			18.9			11.4	
Approach LOS		A			B			B			B	

Intersection Summary

HCM 2000 Control Delay	13.1	HCM 2000 Level of Service	B
HCM 2000 Volume to Capacity ratio	0.44		
Actuated Cycle Length (s)	50.4	Sum of lost time (s)	16.0
Intersection Capacity Utilization	48.4%	ICU Level of Service	A
Analysis Period (min)	15		
c Critical Lane Group			

HCM Analysis – Existing + Stage II

HCM Signalized Intersection Capacity Analysis

1: Parkway Ave & Town Center Lp

02/09/2018



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations	↖	↗		↖	↗		↖	↗		↖	↗	↖
Traffic Volume (vph)	193	70	15	62	144	85	8	125	47	117	195	250
Future Volume (vph)	193	70	15	62	144	85	8	125	47	117	195	250
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Lane Width	14	12	12	12	12	12	13	13	12	13	12	12
Total Lost time (s)	4.0	4.0		4.0	4.0		4.0	4.0		4.0	4.0	4.0
Lane Util. Factor	1.00	0.95		1.00	0.95		1.00	1.00		1.00	1.00	1.00
Frbp, ped/bikes	1.00	0.99		1.00	0.99		1.00	0.99		1.00	1.00	0.99
Flpb, ped/bikes	1.00	1.00		0.99	1.00		0.99	1.00		1.00	1.00	1.00
Frt	1.00	0.97		1.00	0.94		1.00	0.96		1.00	1.00	0.85
Flt Protected	0.95	1.00		0.95	1.00		0.95	1.00		0.95	1.00	1.00
Satd. Flow (prot)	1902	3413		1793	3362		1855	1836		1826	1881	1591
Flt Permitted	0.44	1.00		0.69	1.00		0.62	1.00		0.41	1.00	1.00
Satd. Flow (perm)	873	3413		1309	3362		1219	1836		797	1881	1591
Peak-hour factor, PHF	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91
Adj. Flow (vph)	212	77	16	68	158	93	9	137	52	129	214	275
RTOR Reduction (vph)	0	11	0	0	73	0	0	23	0	0	0	152
Lane Group Flow (vph)	212	82	0	68	178	0	9	166	0	129	214	123
Confl. Peds. (#/hr)	5		7	7		5	13		7	7		13
Heavy Vehicles (%)	1%	3%	0%	0%	0%	1%	0%	2%	2%	2%	1%	0%
Turn Type	pm+pt	NA		pm+pt	NA		pm+pt	NA		pm+pt	NA	pm+ov
Protected Phases	7	4		3	8		5	2		1	6	7
Permitted Phases	4			8			2			6		6
Actuated Green, G (s)	23.5	15.8		14.6	10.9		10.7	9.7		19.1	14.1	22.7
Effective Green, g (s)	23.5	15.8		14.6	10.9		10.7	9.7		19.1	14.1	22.7
Actuated g/C Ratio	0.46	0.31		0.29	0.22		0.21	0.19		0.38	0.28	0.45
Clearance Time (s)	4.0	4.0		4.0	4.0		4.0	4.0		4.0	4.0	4.0
Vehicle Extension (s)	3.0	3.0		3.0	3.0		3.0	3.0		3.0	3.0	3.0
Lane Grp Cap (vph)	580	1065		413	724		270	351		410	524	839
v/s Ratio Prot	c0.06	0.02		0.01	0.05		0.00	0.09		c0.03	c0.11	0.02
v/s Ratio Perm	c0.11			0.04			0.01			0.09		0.05
v/c Ratio	0.37	0.08		0.16	0.25		0.03	0.47		0.31	0.41	0.15
Uniform Delay, d1	8.4	12.3		13.3	16.4		15.8	18.2		10.8	14.9	8.2
Progression Factor	1.00	1.00		1.00	1.00		1.00	1.00		1.00	1.00	1.00
Incremental Delay, d2	0.4	0.0		0.2	0.2		0.1	1.0		0.4	0.5	0.1
Delay (s)	8.8	12.3		13.5	16.6		15.9	19.2		11.2	15.4	8.3
Level of Service	A	B		B	B		B	B		B	B	A
Approach Delay (s)		9.8			16.0			19.0			11.4	
Approach LOS		A			B			B			B	

Intersection Summary

HCM 2000 Control Delay	13.1	HCM 2000 Level of Service	B
HCM 2000 Volume to Capacity ratio	0.44		
Actuated Cycle Length (s)	50.6	Sum of lost time (s)	16.0
Intersection Capacity Utilization	48.8%	ICU Level of Service	A
Analysis Period (min)	15		
c Critical Lane Group			

HCM Analysis – Existing + Project

HCM Signalized Intersection Capacity Analysis

1: Parkway Ave & Town Center Lp

02/15/2018



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations	↖	↗		↖	↗		↖	↗		↖	↗	↖
Traffic Volume (vph)	197	67	18	62	138	83	9	125	47	116	195	251
Future Volume (vph)	197	67	18	62	138	83	9	125	47	116	195	251
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Lane Width	14	12	12	12	12	12	13	13	12	13	12	12
Total Lost time (s)	4.0	4.0		4.0	4.0		4.0	4.0		4.0	4.0	4.0
Lane Util. Factor	1.00	0.95		1.00	0.95		1.00	1.00		1.00	1.00	1.00
Frbp, ped/bikes	1.00	0.99		1.00	0.99		1.00	0.99		1.00	1.00	0.99
Flpb, ped/bikes	1.00	1.00		0.99	1.00		0.99	1.00		1.00	1.00	1.00
Frt	1.00	0.97		1.00	0.94		1.00	0.96		1.00	1.00	0.85
Flt Protected	0.95	1.00		0.95	1.00		0.95	1.00		0.95	1.00	1.00
Satd. Flow (prot)	1902	3392		1793	3359		1855	1836		1826	1881	1591
Flt Permitted	0.44	1.00		0.69	1.00		0.62	1.00		0.42	1.00	1.00
Satd. Flow (perm)	878	3392		1308	3359		1219	1836		802	1881	1591
Peak-hour factor, PHF	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91
Adj. Flow (vph)	216	74	20	68	152	91	10	137	52	127	214	276
RTOR Reduction (vph)	0	14	0	0	72	0	0	23	0	0	0	152
Lane Group Flow (vph)	216	80	0	68	171	0	10	166	0	127	214	124
Confl. Peds. (#/hr)	5		7	7		5	13		7	7		13
Heavy Vehicles (%)	1%	3%	0%	0%	0%	1%	0%	2%	2%	2%	1%	0%
Turn Type	pm+pt	NA		pm+pt	NA		pm+pt	NA		pm+pt	NA	pm+ov
Protected Phases	7	4		3	8		5	2		1	6	7
Permitted Phases	4			8			2			6		6
Actuated Green, G (s)	23.4	15.7		14.5	10.8		10.8	9.8		19.1	14.1	22.7
Effective Green, g (s)	23.4	15.7		14.5	10.8		10.8	9.8		19.1	14.1	22.7
Actuated g/C Ratio	0.46	0.31		0.29	0.21		0.21	0.19		0.38	0.28	0.45
Clearance Time (s)	4.0	4.0		4.0	4.0		4.0	4.0		4.0	4.0	4.0
Vehicle Extension (s)	3.0	3.0		3.0	3.0		3.0	3.0		3.0	3.0	3.0
Lane Grp Cap (vph)	581	1054		411	718		273	356		410	525	841
v/s Ratio Prot	c0.06	0.02		0.01	0.05		0.00	0.09		c0.03	c0.11	0.03
v/s Ratio Perm	c0.11			0.04			0.01			0.08		0.05
v/c Ratio	0.37	0.08		0.17	0.24		0.04	0.47		0.31	0.41	0.15
Uniform Delay, d1	8.4	12.3		13.3	16.4		15.7	18.0		10.7	14.8	8.2
Progression Factor	1.00	1.00		1.00	1.00		1.00	1.00		1.00	1.00	1.00
Incremental Delay, d2	0.4	0.0		0.2	0.2		0.1	1.0		0.4	0.5	0.1
Delay (s)	8.8	12.3		13.5	16.6		15.7	19.0		11.2	15.3	8.3
Level of Service	A	B		B	B		B	B		B	B	A
Approach Delay (s)		9.9			15.9			18.8			11.3	
Approach LOS		A			B			B			B	

Intersection Summary

HCM 2000 Control Delay	13.0	HCM 2000 Level of Service	B
HCM 2000 Volume to Capacity ratio	0.44		
Actuated Cycle Length (s)	50.5	Sum of lost time (s)	16.0
Intersection Capacity Utilization	48.8%	ICU Level of Service	A
Analysis Period (min)	15		
c Critical Lane Group			

HCM Analysis – Existing + Project + Stage II

HCM Signalized Intersection Capacity Analysis

1: Parkway Ave & Town Center Lp

02/15/2018



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations	↖	↗		↖	↗		↖	↗		↖	↗	↖
Traffic Volume (vph)	199	73	18	62	145	85	9	125	47	117	195	253
Future Volume (vph)	199	73	18	62	145	85	9	125	47	117	195	253
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Lane Width	14	12	12	12	12	12	13	13	12	13	12	12
Total Lost time (s)	4.0	4.0		4.0	4.0		4.0	4.0		4.0	4.0	4.0
Lane Util. Factor	1.00	0.95		1.00	0.95		1.00	1.00		1.00	1.00	1.00
Frbp, ped/bikes	1.00	0.99		1.00	0.99		1.00	0.99		1.00	1.00	0.99
Flpb, ped/bikes	1.00	1.00		0.99	1.00		0.99	1.00		1.00	1.00	1.00
Frt	1.00	0.97		1.00	0.94		1.00	0.96		1.00	1.00	0.85
Flt Protected	0.95	1.00		0.95	1.00		0.95	1.00		0.95	1.00	1.00
Satd. Flow (prot)	1902	3399		1793	3363		1855	1836		1826	1881	1591
Flt Permitted	0.44	1.00		0.69	1.00		0.62	1.00		0.41	1.00	1.00
Satd. Flow (perm)	873	3399		1301	3363		1219	1836		797	1881	1591
Peak-hour factor, PHF	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91
Adj. Flow (vph)	219	80	20	68	159	93	10	137	52	129	214	278
RTOR Reduction (vph)	0	14	0	0	73	0	0	23	0	0	0	153
Lane Group Flow (vph)	219	86	0	68	179	0	10	166	0	129	214	125
Confl. Peds. (#/hr)	5		7	7		5	13		7	7		13
Heavy Vehicles (%)	1%	3%	0%	0%	0%	1%	0%	2%	2%	2%	1%	0%
Turn Type	pm+pt	NA		pm+pt	NA		pm+pt	NA		pm+pt	NA	pm+ov
Protected Phases	7	4		3	8		5	2		1	6	7
Permitted Phases	4			8			2			6		6
Actuated Green, G (s)	23.5	15.8		14.6	10.9		10.7	9.7		19.1	14.1	22.7
Effective Green, g (s)	23.5	15.8		14.6	10.9		10.7	9.7		19.1	14.1	22.7
Actuated g/C Ratio	0.46	0.31		0.29	0.22		0.21	0.19		0.38	0.28	0.45
Clearance Time (s)	4.0	4.0		4.0	4.0		4.0	4.0		4.0	4.0	4.0
Vehicle Extension (s)	3.0	3.0		3.0	3.0		3.0	3.0		3.0	3.0	3.0
Lane Grp Cap (vph)	580	1061		411	724		270	351		410	524	839
v/s Ratio Prot	c0.06	0.03		0.01	0.05		0.00	0.09		c0.03	c0.11	0.03
v/s Ratio Perm	c0.11			0.04			0.01			0.09		0.05
v/c Ratio	0.38	0.08		0.17	0.25		0.04	0.47		0.31	0.41	0.15
Uniform Delay, d1	8.4	12.3		13.3	16.5		15.8	18.2		10.8	14.9	8.2
Progression Factor	1.00	1.00		1.00	1.00		1.00	1.00		1.00	1.00	1.00
Incremental Delay, d2	0.4	0.0		0.2	0.2		0.1	1.0		0.4	0.5	0.1
Delay (s)	8.8	12.3		13.5	16.6		15.9	19.2		11.2	15.4	8.3
Level of Service	A	B		B	B		B	B		B	B	A
Approach Delay (s)		9.9			16.0			19.0			11.4	
Approach LOS		A			B			B			B	

Intersection Summary

HCM 2000 Control Delay	13.1	HCM 2000 Level of Service	B
HCM 2000 Volume to Capacity ratio	0.45		
Actuated Cycle Length (s)	50.6	Sum of lost time (s)	16.0
Intersection Capacity Utilization	49.2%	ICU Level of Service	A
Analysis Period (min)	15		
c Critical Lane Group			

Wilsonville EyeHealth *Traffic Impact Analysis*

Developed for



Developed by



March 2018

DKS

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Suite 310
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March 8, 2018

Steve Adams
City of Wilsonville
29799 Town Center Loop East
Wilsonville, OR 97070

Subject: Wilsonville EyeHealth Northwest Transportation Impact Study

P18005-001

Dear Steve,

DKS Associates is pleased to submit this transportation impact study for the proposed EyeHealth Northwest development located on tax lot 31W12D 000227 on the southeast side of Town Center Loop West in Wilsonville, Oregon.

Please feel free to call if you have any questions or comments regarding this study.

Sincerely,
DKS Associates



Scott Mansur, P.E., PTOE
Transportation Engineer



DKS

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CHAPTER 1: INTRODUCTION

This study evaluates the transportation impacts associated with the commercial development on tax lot 31W12D 00227 located on the southeast side of Town Center Loop West in Wilsonville, Oregon. The project consists of a 7,732 square-foot EyeHealth Northwest medical clinic. The existing tax lot is currently vacant. An aerial photo of the project location is shown in Figure 1. The proposed land use is consistent with the Wilsonville Comprehensive Plan¹.

The purpose of this transportation impact analysis is to identify potential mitigation measures needed to offset transportation impacts that the proposed development may have on the nearby transportation network. The impact analysis is focused on the study intersection which was selected for evaluation in coordination with City staff (For intersection analysis at the Town Center Loop W/Wilsonville Road intersection, see the recently completed *Frog Pond Wolfston Transportation Impact Study*)². The intersection is shown in Figure 2 and listed below:

- Town Center Loop West-Town Center Loop East/Parkway Ave-Parkway Ct

This chapter provides an introduction to the proposed development. Table 1 lists important characteristics of the study area and proposed project.



Figure 1: Study Area Aerial Photo

¹ Wilsonville Comprehensive Plan, Updated July 2013, Page D-2

² Frog Pond Wolfston Transportation Impact Study, DKS Associates, February 2018.

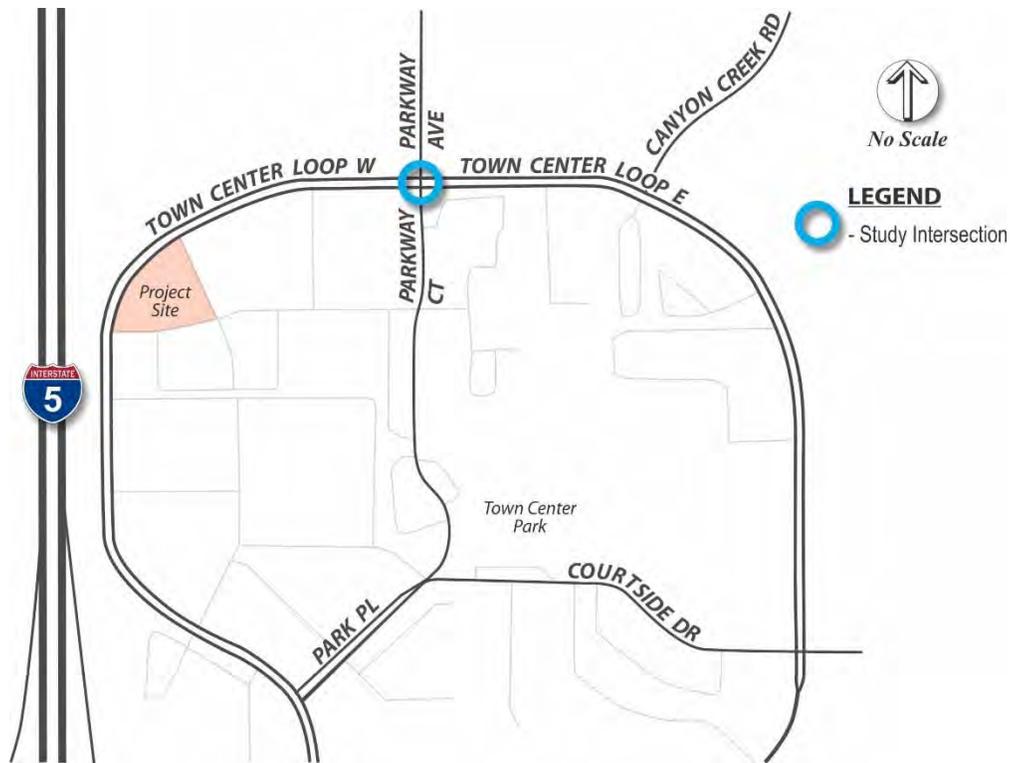


Figure 2: Study Area Map

Table 1: Key Study Area and Proposed Development Characteristics

Characteristics	Information
Study Area	
Number of Study Intersections	1
Analysis Period	Weekday PM Peak Hour (Peak hour between 4-6 PM)
Project Site	
Existing Land Use	Vacant
Proposed Development	7,732 square-foot EyeHealth Northwest clinic
Project Access	One access along the southern edge of the parcel, one access along the eastern edge of the parcel

CHAPTER 2: EXISTING CONDITIONS

This chapter provides documentation of existing study area conditions, including the study area roadway network, pedestrian and bicycle facilities, and existing traffic volumes and operations. Supporting details for volumes and operations are provided in the appendix.

Project Site

The project sponsor plans to construct a 7,732 square-foot EyeHealth Northwest medical clinic on a vacant parcel in the Town Center area of Wilsonville.

Study Area Roadway Network

Key roadways in the study area are summarized in Table 2 along with their existing (or proposed) roadway characteristics. The functional classifications for City of Wilsonville streets are provided in the *City of Wilsonville Transportation System Plan (TSP)*.³

Table 2: Study Area Roadway Characteristics (within the Study Area)

Roadway	Classification	No. of Lanes	Posted Speed	Sidewalks	Bike Lanes	On-Street Parking
Parkway Avenue	Minor Arterial	3	40 mph	Yes	Yes/No ^a	No
Parkway Court	Collector	2	25 mph	Yes	No	No
Town Center Loop West	Major Arterial	4/5 ^b	35 mph	Yes	No	No
Town Center Loop East	Collector	3	35 mph	Yes	Yes ^c	No

^a Bike lane on east side of roadway.

^b 4 lanes south and west of project site, 5 lanes north and east.

^c Eastbound bike lane does not exist from Parkway Avenue to Canyon Creek Road.

Pedestrian and Bicycle Facilities

Near the project site, Town Center Loop West has sidewalks but no bike lanes. Similarly, the internal roadways to the south and east of the site parcel have sidewalks but no bike lanes.

Public Transit Service

South Metro Area Regional Transit (SMART) operates several fixed routes that serve Wilsonville and the surrounding area.⁴ Route 2X travels on Parkway Avenue and Parkway Court

³ *Wilsonville Transportation System Plan*, Adopted by Council, June 2013.

⁴ South Metro Area Regional Transit (SMART) operates several fixed routes that serve Wilsonville and make connections to TriMet in Portland, Cherriots in Salem, and Canby Area Transit. The City's transit center, "SMART Central at Wilsonville Station," provides connections to all SMART routes and to TriMet's Westside Express Service (WES) commuter rail station.

and provides service between the SMART Central station in Wilsonville to the Barbur Transit Center approximately 11 miles north along I-5. Route 2X is the only route in the vicinity of the project site. The nearest stop is Parkway Court at Town Center Loop, which is approximately 1,100 feet from the project site via sidewalks.

Future Planned Projects

The following is a list of higher priority projects in the vicinity of the proposed project included in the Wilsonville TSP⁵. A map of these improvements can be seen in the appendix.

- **BW-08 Town Center Loop Pedestrian, Bicycle, and Transit Improvements:** Create more direct connections between destinations within Town Center area, improve accessibility to civic uses and transit stops, retrofit sidewalks with curb ramps, highlight crosswalks with colored pavement, and construct other similar treatments that support pedestrian, bicycle, and transit access and circulation; also construct shared-use path along Town Center Loop West from Wilsonville Road to Parkway Avenue.
- **BW-09 Town Center Loop Bike/Pedestrian Bridge:** Construct bike/pedestrian bridge over I-5 approximately aligned with Barber Street to improve connectivity of Town Center area with businesses and neighborhoods on west side of I-5; include aesthetic design treatments

An additional project in the site vicinity was identified in *the Wilsonville Bicycle and Pedestrian Master Plan*:⁶

- **C2 West Town Center Loop Shared Use Path:** Expand the width of the current sidewalk on the interior of Town Center Loop to 10ft to create a shared use path that would provide greater safety and accessibility to Town Center for pedestrians and bicyclists.

Existing Traffic Volumes and Operations

Existing PM peak hour traffic operations were analyzed at the following study intersections based on coordination with city staff:

- Town Center Loop West-Town Center Loop East/Parkway Ave-Parkway Ct

⁵ *Wilsonville Transportation System Plan*, Adopted by Council, June 2013.

⁶ *Wilsonville Bicycle and Pedestrian Master Plan*, Alta, December 2006.

Intersection turn movement volumes were collected⁷ at this intersection during two consecutive PM peak periods when schools were in session. The volume of the highest day was used in the intersection operations analysis and is shown in Figure 3. The following sections describe intersection performance measures, required operating standards, and existing operating conditions.



Figure 3: Existing PM Peak Hour Traffic Volumes

Intersection Performance Measures

Level of service (LOS) ratings and volume-to-capacity (v/c) ratios are two commonly used performance measures that provide a good picture of intersection operations.

- Level of service (LOS):** A “report card” rating (A through F) based on the average delay experienced by vehicles at the intersection.⁸ LOS A, B, and C indicate conditions where traffic moves without significant delays over periods of peak hour travel demand. LOS D and E are progressively worse operating conditions. LOS F represents conditions where average vehicle delay has become excessive and demand has exceeded capacity.

⁷ Traffic data for Town Center Loop West-Town Center Loop East/Parkway Ave-Parkway Ct was collected on January 17th and 18th, 2018 by Key Data Network.

⁸ A description of Level of Service (LOS) is provided in the appendix and includes a list of the delay values (in seconds) that correspond to each LOS designation.

- Volume-to-capacity (v/c) ratio:** A decimal representation (typically between 0.00 and 1.00) of the proportion of capacity that is being used at a turn movement, approach leg, or intersection. It is determined by dividing the peak hour traffic volume by the hourly capacity of a given intersection or movement. A lower ratio indicates smooth operations and minimal delays. As the ratio approaches 1.00, congestion increases and performance is reduced. If the ratio is greater than 1.00, the turn movement, approach leg, or intersection is oversaturated and usually results in excessive queues and long delays.

Required Operating Standards

The City of Wilsonville requires study intersections on public streets to meet its minimum acceptable level of service (LOS) standard, which is LOS D per overall intersection for peak periods.⁹

Existing Operating Conditions

Existing traffic operations at the study intersections were determined for the PM peak hour based on the 2000 Highway Capacity Manual (HCM) methodology for signalized intersections, while unsignalized intersections were analyzed with 2010 HCM methodology.¹⁰ The results were then compared with the City of Wilsonville’s minimum acceptable level of service (LOS) operating standard of LOS D or better. Table 3 lists the estimated delay, LOS, and v/c ratio of the study intersection. The existing study intersection currently meets mobility targets and operating standards.

Table 3: Existing PM Peak Study Intersection Operations

Intersection	Mobility Target/Operating Standard	Existing PM Peak		
		Delay	LOS	v/c
Town Center Loop West-Town Center Loop East/Parkway Ave-Parkway Ct	LOS D	13.1	B	0.44
Delay = Average Intersection Delay (sec.)		LOS = Level of Service		v/c = Volume-to-Capacity Ratio

⁹ City of Wilsonville Code, City of Wilsonville Section 4.140(.09)J.2., p.166.

¹⁰ 2000 & 2010 Highway Capacity Manual, Transportation Research Board, Washington DC, 2000/2010.

CHAPTER 3: PROJECT IMPACTS

This chapter reviews the impacts that the proposed commercial development may have on the study area transportation system. This analysis includes site plan evaluation, trip generation, trip distribution, and future year traffic volumes and operating conditions for the study intersection.

Proposed Development

The proposed development involves constructing a 7,732 square-foot EyeHealth Northwest clinic on a vacant parcel. This development will have two access points, located on the east and south sides of the parcel.

The development will be accessed through two existing driveways that serve existing land uses adjacent to the site. These driveways provide access to the public street system via intersections with Town Center Loop West.

Trip Generation and Comparison to Town Center Phase III

Trip generation is the method used to estimate the number of vehicles added to site roadways and the adjacent roadway network by a development during a specified period (i.e., such as the PM peak hour). For this study, typical ITE 10th Edition trip generation data was used which is based on national land use data.

This parcel was most recently approved for the Stage II list to be used for a 5,000 square-foot fast food restaurant with drive-thru in the Town Center Phase III Transportation Impact Study¹¹. The trip generation information for the previously approved development was taken from the Town Center Phase III memo and is compared to what is now being proposed (the 7,732 square-foot EyeHealth clinic).

Table 4 provides a comparison between the trip generation for the proposed EyeHealth medical clinic and the previously approved fast food pad. The trips for the fast food use were reduced by 15% to account for pass-by trips. As shown on Table 4 on the following page, the EyeHealth medical clinic is expected to generate approximately 25 total (7 in, 18 out) PM peak hour trips. This is 32 fewer total trips than the previously approved 5,000 square-foot fast food restaurant.

¹¹ *Town Center Phase III Transportation Impact Study*

Table 4: PM Peak Hour Primary Trip Generation

Land Use (ITE Code)	Units	Trip Rate per Unit	In	Out	Total
Previously Approved Land Use					
Fast Food Restaurant with Drive-thru (834)	5.0 KSF	13.4 ^a	35	32	67
<i>15% Pass-By Reduction</i>			-5	-5	-10
Net Trips			30	27	57
Proposed Land Use					
Clinic (630)	7.732 kSF	3.23 ^a	7	18	25
Difference (Proposed – Previously Approved):			-23	-9	-32

^a Rate back-calculated from ITE equation output

Trip Distribution

Trip distribution provides an estimate of where project-related trips would be coming from and going to. It is given as percentages at key gateways to the study area and is used to route project trips through the study intersections. Figure 4 shows the expected trip distribution and project trip routing for the additional traffic generated by the EyeHealth Northwest medical clinic. The distribution shows 35% of trips to and from the north on Parkway Avenue, 35% along Town Center Loop West to the southwest, and 15% each on Parkway Court and Town Center Loop East. The trip distribution was estimated using the City of Wilsonville travel demand model.

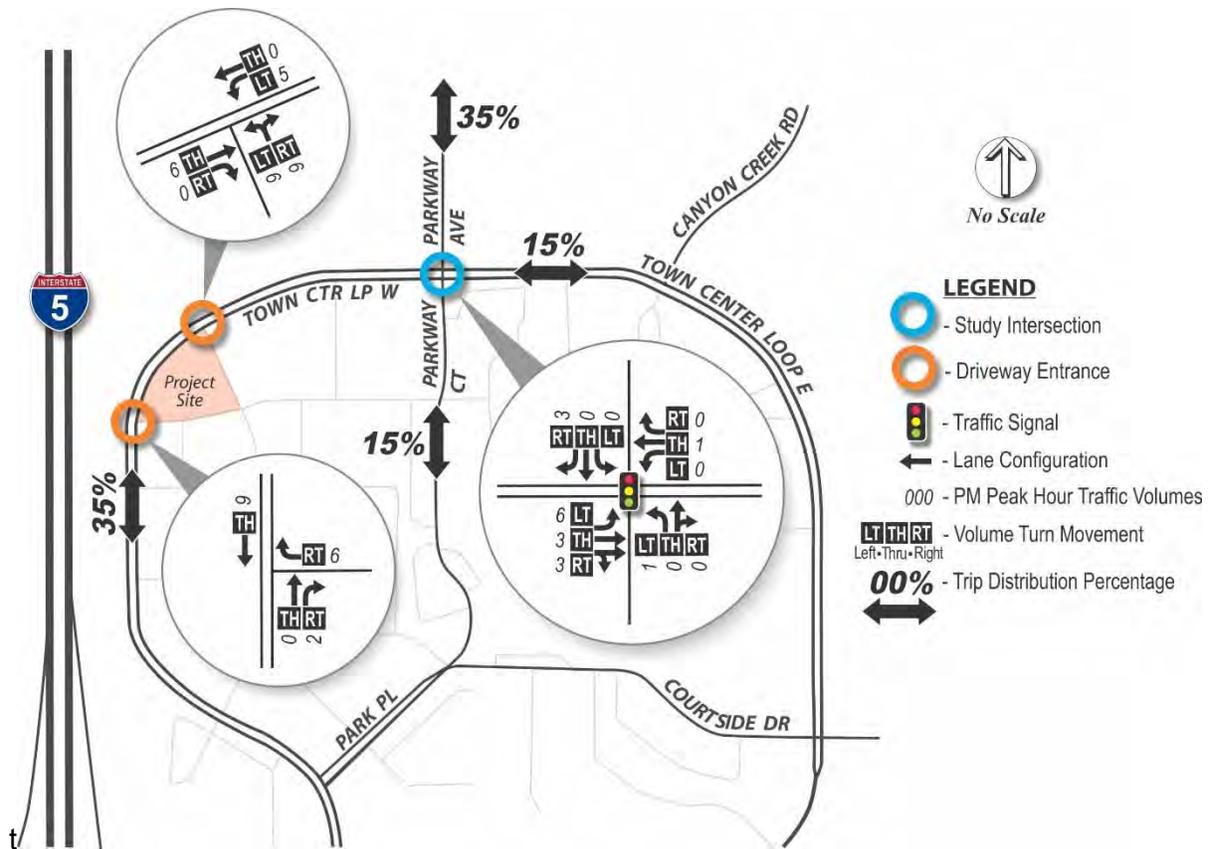


Figure 4: Trip Distribution and Project Trips

Project Trips Through City of Wilsonville Interchange Areas

The project trips through the two City of Wilsonville I-5 interchange areas were estimated based on the 2035 Wilsonville Select Zone model. 30% of the total generated trips are expected to use the Wilsonville Road interchange, while none are expected to access I-5 at the Elligsen Road interchange.

Therefore the proposed EyeHealth Northwest medical clinic is expected to generate 8 PM peak hour trips through the I-5/Wilsonville Road interchange area, and no trips through the I-5/SW Elligsen Road interchange area.

Future Traffic Volumes and Operating Conditions

Future operating conditions were analyzed at the study intersections for the following future traffic scenarios. The comparison of the following scenarios enables the assessment of project impacts:

- Existing + Stage II (includes traffic from other developments with Stage II approval or are under construction)
- Existing + Project
- Existing + Stage II+ Project

Future traffic volumes were estimated at the study intersection for each scenario. The future operating scenarios include various combinations of three types of traffic: existing, project, and Stage II. Stage II development trips are estimated based on the list of currently approved Stage II developments provided by City staff. The Stage II list and the corresponding PM peak hour trip generation estimates for these developments are included in the appendix.

Figure 5 shows the PM peak hour traffic volumes used to analyze the “Existing plus Stage II” scenario. Figure 6 shows the PM peak hour traffic volumes used to analyze the “Existing plus Project plus Stage II” scenario.



Figure 5: Existing plus Stage II PM Peak Hour Traffic Volumes



Figure 6: Existing plus Stage II plus Project PM Peak Hour Traffic Volumes

Intersection Operations

The study intersection operating conditions for the project trips after project development and future Stage II developments are listed in Table 5. All study intersections meet operating standards for all scenarios.

Table 5: Future Project and Stage II Intersection Operations Comparison

Intersection	Mobility Target/ Operating Standard	Existing + Project			Existing + Stage II			Existing + Stage II + Project		
		Delay	LOS	v/c	Delay	LOS	v/c	Delay	LOS	v/c
Town Center Loop West-Town Center Loop East/Parkway Ave-Parkway Ct	LOS D	13.0	B	0.44	13.1	B	0.44	13.1	B	0.45

Delay = Average Intersection Delay (sec.) LOS = Level of Service v/c = Volume-to-Capacity Ratio

Site Plan Evaluation

A site plan showing the proposed development can be found in the appendix. The site plan shows sufficient space for two way motor vehicle circulation throughout the parking area. The site meets the minimum of 3.9 spaces per 1,000 square feet and falls below the maximum of 5.9 spaces per 1,000 square feet with a total of 42 parking stalls.

The site access to the proposed EyeHealth Northwest clinic includes one access point along the eastern edge of the parcel and one access point along the southern edge of the parcel. The eastern road allows full turning movements at Town Center Loop West, while the southern roadway operates as a right-in-right-out (RIRO) at Town Center Loop West.

The proposed driveway accessing the eastern access road is approximately 30 feet from the access onto Town Center Loop West. It is recommended that the spacing of this driveway be modified to be consistent with the City of Wilsonville Public Works Standards¹² to improve motor vehicle circulation and reduce the risk of vehicles backing up onto Town Center Loop West.

Bicycle and Pedestrian Facilities

The site plan shows sidewalk access from the east, south, and northwest directions. All of the new internal sidewalks are planned to be 6 feet in width, and will connect to the existing sidewalk infrastructure.

There are no bike lanes in the immediate vicinity of the project site. The *Wilsonville Bicycle & Pedestrian Master Plan* shows that project C2, West Town Center Loop is planned as a 10'-wide shared use path along the site frontage, which is not shown on the site plan. The developer will be required to build this section of the path, in coordination with the City.

To comply with the City of Wilsonville regulations, at least 2 bicycle parking stalls are required.

Sight Distance

Preliminary sight distance analysis indicated that sight distance at the existing driveways is sufficient prior to constructing the proposed building. However, the existing tree canopy in the planter strip on Town Center Loop West along the frontage of the Village Dental building may block sight distance for vehicles exiting the eastern access road during months when leaves are present on the trees. It is recommended that the City maintain or remove these trees such that they do not inhibit the sight line.

Additionally, the location of the proposed building and parking area will block the sight distance for the east driveway due to the curvature of Town Center Loop West. It is recommended that the developer work with the City to determine the desired building location, parking lot configuration, and landscaping height on the site.

Prior to occupancy, sight distance at any proposed access points will need to be verified, documented, and stamped by a registered professional Civil or Traffic Engineer licensed in the State of Oregon to assure that buildings, signs or landscaping does not restrict sight distance.

¹² The City of Wilsonville Public Works Standards require a minimum of 50 feet spacing for drive aisles with less than 100 ADT and minimum 100 feet for drive aisles of greater than 100 ADT.

Project Impact Summary

The EyeHealth medical clinic development is anticipated to result in the following impacts:

Trip Generation/Intersection Operations

- The development consists of a 7,732 square-foot EyeHealth medical clinic, to be built in a single phase.
- The development is expected to generate 25 (7 in, 18 out) PM peak hour trips, which is 32 trips less than the previously-approved 5,000 square-foot fast food restaurant.
- Of the 25 total project trips, 8 PM peak hour trips are anticipated to pass through the I-5/Wilsonville Road interchange area and no new PM peak hour trips are expected to pass through the I-5/SW Elligsen Road interchange area.
- All of the study intersections meet operating standards for all future scenarios.

Site Plan Evaluation

- It is recommended that the spacing of the proposed driveway accessing the eastern access road be modified to be consistent with the City of Wilsonville Public Works Standards to improve motor vehicle circulation and reduce the risk of vehicles backing up onto Town Center Loop West.
- The proposed site includes adequate space for two-way traffic throughout the parking area. The number of vehicular parking spaces is within the Wilsonville requirements.
- Pedestrian facilities and connections are included in the site plan.
- At least two bicycle parking spaces must be provided in order to satisfy Wilsonville requirements.

Sight Distance

- The existing tree canopy in the planter strip on Town Center Loop W along the frontage of the Village Dental building may block sight distance for vehicles exiting the eastern access road during months when leaves are present on the trees.
- The location of the proposed building and parking area will block the sight distance for the east driveway due to the curvature of Town Center Loop West. It is recommended that the developer work with the City to determine the desired building location, parking lot configuration, and landscaping height on the site.
- Prior to occupancy, sight distance at any proposed access points will need to be verified, documented, and stamped by a registered professional Civil or Traffic Engineer licensed in the State of Oregon to assure that buildings, signs or landscaping does not restrict sight distance.



10195 SW 21st Street, Portland, Oregon 97205
www.republicservices.com

March 23, 2018

Brady Davidson
Job Captain
Anderson Dabrowski Architects, LLC
1430 SE 3rd. Ave
Suite 200
Portland OR 97214

Re: Wilsonville Clinic
Waste & Recycling Enclosure

Dear Brady;

Thank you, for sending me the updated site plans for this development in Wilsonville.

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

My drivers should be able to safely service the enclosure as designed. Thank you for moving the enclosure for direct access. Appreciate you showing the ingress and egress from then property. As we discussed please have the gates able to be secured in the open position at least 120 degrees, if you can get it.

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

Sincerely,

A handwritten signature in black ink that reads "Frank J. Lonergan". The signature is written in a cursive, flowing style.

Frank J. Lonergan
Operations Manager
Republic Services Inc

***EYE HEALTH NORTHWEST
29250 TOWN CENTER LOOP WEST
WILSONVILLE, OREGON***

PRELIMINARY STORMWATER REPORT

DATE: April 25, 2018

CLIENT: Anderson Dabrowski Architecture, LLC
1430 SE 3rd Avenue, Suite 200
Portland, OR 97214

ENGINEERING CONTACT: Chuck Gregory, PE - Associate
ChuckG@aks-eng.com

ENGINEERING FIRM: AKS Engineering & Forestry, LLC.



12965 SW Herman Road, Suite 100
Tualatin, OR 97062
P: (503) 563-6151
www.aks-eng.com

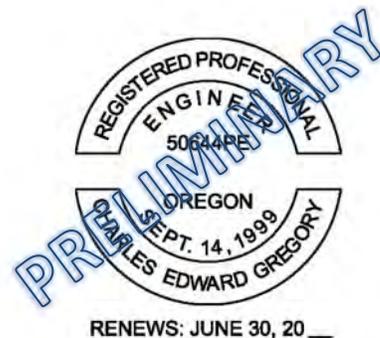


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PRELIMINARY STORMWATER REPORT

**Eye Health Northwest
Wilsonville, Oregon**

1.0 PURPOSE OF REPORT

The purpose of this report is to analyze the effects of the proposed developments on the existing stormwater conveyance system and to document the criteria, methodology, and informational sources by which the proposed stormwater system is designed.

2.0 PROJECT LOCATION/DESCRIPTION

The proposed eye clinic will be located at 29250 Town Center Loop West within the City of Wilsonville (Tax Lot 227 Clackamas County's Tax Map 3S1W14D).

The proposed project includes the creation of an eye clinic facility, new parking area and driving lanes, landscaping, associated underground utilities, and stormwater management facilities.

Stormwater management is designed to maximize groundwater recharge through the process of infiltration of runoff into vegetated facilities (LID: Low Impact Development). Due to the low infiltration rates measured onsite (see attached Geotechnical report) all LID facilities were modeled using an infiltration range of 0.08-0.24 in/hr (category C3, see BMP sizing tool). After stormwater passes through the vegetated facilities, it will be conveyed to the existing public stormwater system as shown on the attached Figures.

3.0 REGULATORY DESIGN CRITERIA

Stormwater design criteria is dictated by the City of Wilsonville 2015 *Stormwater & Surface Water Design and Construction Standards*. Per section 301.01.02, the proposed development will create more than 5,000 square feet of impervious area and therefore is required to provide treatment for all net new impervious area created. Upon conversation with the City Engineer and Pre-application meeting, detention for the subject lot and neighborhood is currently provided by an existing downstream stormwater facility. As such, only stormwater treatment is required for this project. The proposed design meets the requirements of section 3 and is designed by a Registered Civil Engineer.

3.1 STORMWATER QUANTITY MANAGEMENT CRITERIA

As mentioned above, stormwater quantity management is currently provided by an existing pond. Therefore, onsite retention is not required.

3.2 STORMWATER QUALITY

The proposed development is required to construct permanent stormwater quality facilities per Section 3, of the City of Wilsonville 2015 *Stormwater & Surface Water Design and Construction Standards* to reduce contaminants entering the storm water system. Stormwater facilities has been designed following the design criteria outlined in section 301.4.04.c *Water Quality Requirement* and using the BMP sizing Tool.

4.0 DESIGN PARAMETERS

4.1 PRE-DEVELOPED SITE CONDITIONS

4.1.1 Site Topography

The site is currently undeveloped and consist of a grassed field. Topography on the site is gently sloping southwest at an approximate 2 percent grade.

4.1.2 Land Use

The existing site is undeveloped. The zoning for the property is Planned Development Commercial Town Center (PDC-TC).

4.2 SOIL TYPE

The soils for the site are classified as Willamette silt loam (0 to 3% slopes, Hydrologic group C) per the USDA Soil Survey for Clackamas County. Information for these soils is contained within the appendices of this report.

4.3 INFILTRATION TESTING RESULTS

Per the geotechnical report dated December 5, 2017, two soil infiltration tests have been conducted at a depth of approximately 5 feet and one at 9.5 feet with an observed infiltration rate of 0.3 in/hr, 0.4 in/hr, and 2.5 in/hr respectively. A recommended safety factor of 2 has been considered, reducing the design infiltration rate at 0.15 in/hr and 0.2 in/hr. Excerpts from the Geotechnical report are contained within the appendices of this report.

4.4 POST DEVELOPED SITE CONDITIONS

4.4.1 Site Topography

The onsite slopes will be modified with cuts and fills to accommodate the construction of the parking and clinic facility. Stormwater will be conveyed to LID facilities for water quality treatment and then conveyed to the existing public stormwater system. The site is graded into two basins. The northern basin will be sloped toward the northern stormwater facility and the southern basin will be sloped toward the southern stormwater facility. Slopes will vary from 2 to 4 percent.

4.4.2 Land Use

The site land-use will consist of an eye clinic building, landscaping, and associated parking facility.

4.4.3 Description of Off-Site Contributing Basins

There are no off-site contributing basins.

5.0 DESIGN METHODOLOGY

The BMP sizing Tool was used to design the stormwater management facilities in accordance with section 301.4.05 *Design Method* of the City of Wilsonville 2015 *Stormwater & Surface Water Design and Construction Standards*.

5.1 FACILITY SELECTION AND LOCATION

Rain Garden – filtration facilities have been selected using Table 3.10 of section 301.4.03 *Facility Selection* of the City of Wilsonville 2015 *Stormwater & Surface Water Design and Construction Standards*. Two on-site rain gardens are planned to be constructed and located as follows:

1. The north rain garden will collect the northern section of the roof and parking area.

2. The south rain garden, will collect the southern section of the roof and parking area.

5.2 PROPOSED STORMWATER QUALITY CONTROL FACILITY DESIGN

As mentioned above, both rain gardens have been design using the BMP sizing too. Basins 1S through 4S have been designed to flow to rain garden 1 and 2. The table below lists the impervious area generated by each improvement:

Basin ID	Post Development Conditions	Impervious Area (SqFt)	Planter Size Required (SqFt)	Planter Size Provided (SqFt)
1S	Northern Parking and Walkways	8,958	194.3	250
2S	Northern Roof	3,997		
3S	Southern Parking and Walkways	8,623	200.5	201*
4S	Southern Roof	4,742		
Total:		26,320	394.8	451

*Per coordination and discussion with City Engineer the underdrain overflow pipe connection has been raised to allow positive drainage to the existing shallow stormwater stub located south of the proposed facility (see civil plans for additional information).

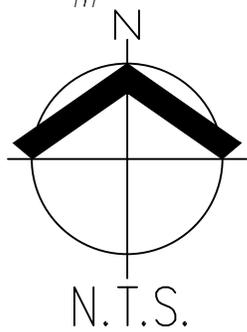
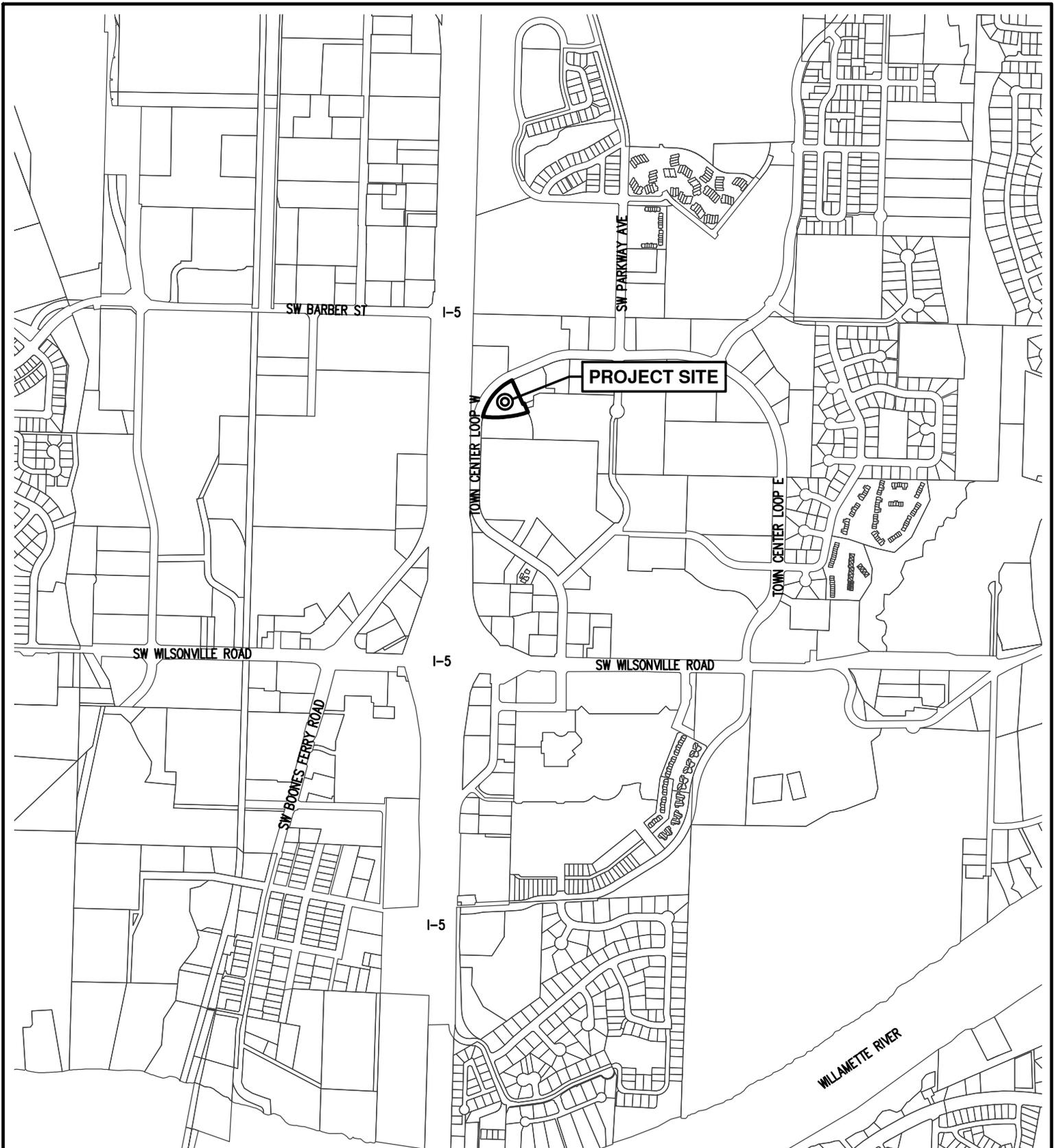
5.3 STORMWATER QUANTITY CONTROL FACILITY DESIGN AND DOWNSTREAM ANALYSIS

Based on conversation with the City Engineer and Pre-application meeting on 11/16/2017, stormwater retention and downstream analysis are not required. It is our understanding that detention for the current lot and improvements is provided by an existing pond south of the Wilsonville Public Library on Memoria Drive.

5.4 CONCLUSION

The stormwater system for the proposed development has been designed to meet the City of Wilsonville Municipal Code and complies with the requirements in the City of Wilsonville 2015 Stormwater & Surface Water Design and Construction Standards.

FIGURE 1 – VICINITY MAP



DATE: 04/24/2018

VICINITY MAP

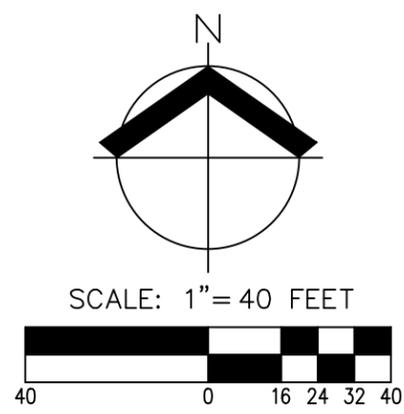
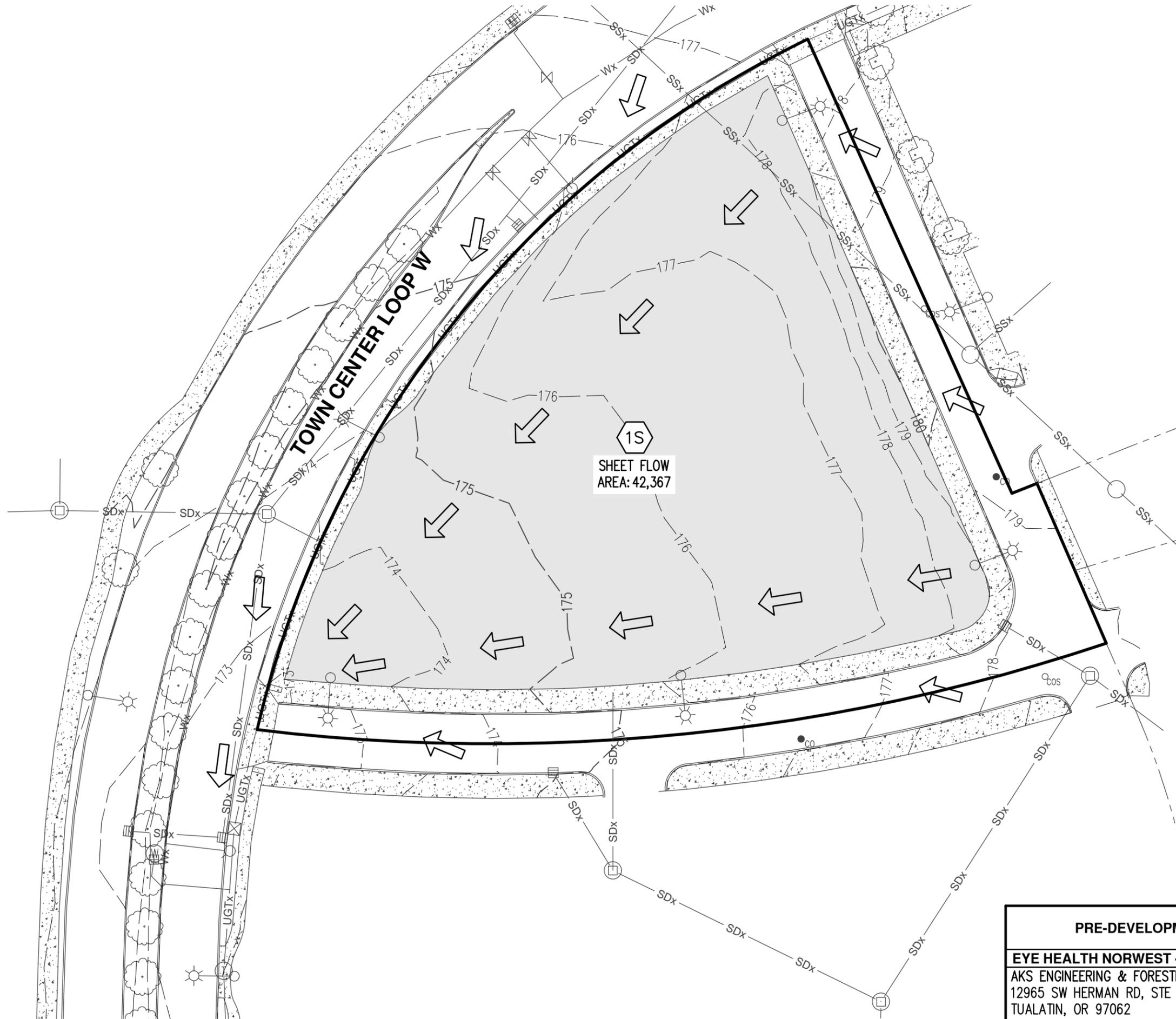
FIGURE
1

AKS ENGINEERING & FORESTRY, LLC
 12965 SW HERMAN RD, STE 100
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DRWN: SN
 CHKD: CEG
 AKS JOB:
 6253

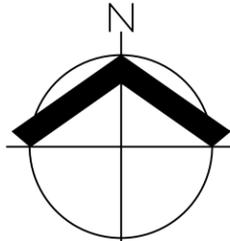
FIGURE 2 – PRE-DEVELOPED BASIN DELINEATION



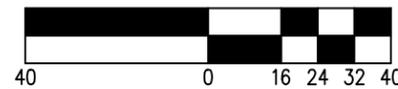
DATE: 04/24/2018

PRE-DEVELOPMENT BASIN DELINEATION		FIGURE
EYE HEALTH NORWEST - WILSONVILLE		2
AKS ENGINEERING & FORESTRY, LLC 12965 SW HERMAN RD, STE 100 TUALATIN, OR 97062 P: 503.563.6151 F: 503.563.6152 aks-eng.com		DRWN: SN CHKD: CEG AKS JOB: 6253
AKS		

FIGURE 3 -- POST-DEVELOPED BASIN DELINEATION



SCALE: 1" = 40 FEET



DATE: 04/24/2018

<p>POST-DEVELOPMENT BASIN DELINEATION</p>	<p>FIGURE</p>
<p>EYE HEALTH NORWEST - WILSONVILLE</p>	<p>3</p>
<p>AKS ENGINEERING & FORESTRY, LLC 12965 SW HERMAN RD, STE 100 TUALATIN, OR 97062 P: 503.563.6151 F: 503.563.6152 aks-eng.com</p>	<p>DRWN: SN CHKD: CEG AKS JOB: 6253</p>



APPENDIX A – WES BMP SIZING REPORT

WES BMP Sizing Report

Project Information

Project Name	EyeHealth NW
Project Type	Commercial
Location	29250 Town Center Loop West - Willsonville
Stormwater Management Area	451
Project Applicant	Jon Anderson
Jurisdiction	OutofDistrict

Drainage Management Area

Name	Area (sq-ft)	Pre-Project Cover	Post-Project Cover	DMA Soil Type	BMP
Northern Parking Lot	8,958	Grass	ConventionalCo ncrete	C	BMP - North Rain Garden
Northern Roof	3,997	Grass	Roofs	C	BMP - North Rain Garden
Southern Parking Lot	8,623	Grass	ConventionalCo ncrete	C	BMP - South Rain Garden
Southern Roof	4,742	Grass	Roofs	C	BMP - South Rain Garden

LID Facility Sizing Details

LID ID	Design Criteria	BMP Type	Facility Soil Type	Minimum Area (sq-ft)	Planned Areas (sq-ft)	Orifice Diameter (in)
BMP - North Rain Garden	WaterQuality	Rain Garden - Filtration	C3	194.3	250.0	0.6
BMP - South Rain Garden	WaterQuality	Rain Garden - Filtration	C3	200.5	201.0	0.6

Pond Sizing Details

1. FCWQT = Flow control and water quality treatment, WQT = Water quality treatment only
2. Depth is measured from the bottom of the facility and includes the three feet of media (drain rock, separation layer and growing media).
3. Maximum volume of the facility. Includes the volume occupied by the media at the bottom of the facility.
4. Maximum water storage volume of the facility. Includes water storage in the three feet of soil media assuming a 40 percent porosity.

APPENDIX B – USDA-NRCS SOIL RESOURCE REPORT

Custom Soil Resource Report for **Clackamas County Area, Oregon**



Preface

Soil surveys contain information that affects land use planning in survey areas. They highlight soil limitations that affect various land uses and provide information about the properties of the soils in the survey areas. Soil surveys are designed for many different users, including farmers, ranchers, foresters, agronomists, urban planners, community officials, engineers, developers, builders, and home buyers. Also, conservationists, teachers, students, and specialists in recreation, waste disposal, and pollution control can use the surveys to help them understand, protect, or enhance the environment.

Various land use regulations of Federal, State, and local governments may impose special restrictions on land use or land treatment. Soil surveys identify soil properties that are used in making various land use or land treatment decisions. The information is intended to help the land users identify and reduce the effects of soil limitations on various land uses. The landowner or user is responsible for identifying and complying with existing laws and regulations.

Although soil survey information can be used for general farm, local, and wider area planning, onsite investigation is needed to supplement this information in some cases. Examples include soil quality assessments (<http://www.nrcs.usda.gov/wps/portal/nrcs/main/soils/health/>) and certain conservation and engineering applications. For more detailed information, contact your local USDA Service Center (<https://offices.sc.egov.usda.gov/locator/app?agency=nrcs>) or your NRCS State Soil Scientist (http://www.nrcs.usda.gov/wps/portal/nrcs/detail/soils/contactus/?cid=nrcs142p2_053951).

Great differences in soil properties can occur within short distances. Some soils are seasonally wet or subject to flooding. Some are too unstable to be used as a foundation for buildings or roads. Clayey or wet soils are poorly suited to use as septic tank absorption fields. A high water table makes a soil poorly suited to basements or underground installations.

The National Cooperative Soil Survey is a joint effort of the United States Department of Agriculture and other Federal agencies, State agencies including the Agricultural Experiment Stations, and local agencies. The Natural Resources Conservation Service (NRCS) has leadership for the Federal part of the National Cooperative Soil Survey.

Information about soils is updated periodically. Updated information is available through the NRCS Web Soil Survey, the site for official soil survey information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or a part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require

alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination, write to USDA, Director, Office of Civil Rights, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410 or call (800) 795-3272 (voice) or (202) 720-6382 (TDD). USDA is an equal opportunity provider and employer.

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Soil Information for All Uses	11
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Soil Map

The soil map section includes the soil map for the defined area of interest, a list of soil map units on the map and extent of each map unit, and cartographic symbols displayed on the map. Also presented are various metadata about data used to produce the map, and a description of each soil map unit.

Custom Soil Resource Report Soil Map



Map Scale: 1:640 if printed on A landscape (11" x 8.5") sheet.



Map projection: Web Mercator Corner coordinates: WGS84 Edge tics: UTM Zone 10N WGS84



MAP LEGEND

Area of Interest (AOI)

 Area of Interest (AOI)

Soils

 Soil Map Unit Polygons

 Soil Map Unit Lines

 Soil Map Unit Points

Special Point Features

-  Blowout
-  Borrow Pit
-  Clay Spot
-  Closed Depression
-  Gravel Pit
-  Gravelly Spot
-  Landfill
-  Lava Flow
-  Marsh or swamp
-  Mine or Quarry
-  Miscellaneous Water
-  Perennial Water
-  Rock Outcrop
-  Saline Spot
-  Sandy Spot
-  Severely Eroded Spot
-  Sinkhole
-  Slide or Slip
-  Sodic Spot

-  Spoil Area
-  Stony Spot
-  Very Stony Spot
-  Wet Spot
-  Other
-  Special Line Features

Water Features

 Streams and Canals

Transportation

-  Rails
-  Interstate Highways
-  US Routes
-  Major Roads
-  Local Roads

Background

 Aerial Photography

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:20,000.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service
 Web Soil Survey URL:
 Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Clackamas County Area, Oregon
 Survey Area Data: Version 11, Sep 16, 2016

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Aug 19, 2015—Sep 13, 2016

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

Map Unit Legend

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
88A	Willamette silt loam, wet, 0 to 3 percent slopes	1.0	100.0%
Totals for Area of Interest		1.0	100.0%

Map Unit Descriptions

The map units delineated on the detailed soil maps in a soil survey represent the soils or miscellaneous areas in the survey area. The map unit descriptions, along with the maps, can be used to determine the composition and properties of a unit.

A map unit delineation on a soil map represents an area dominated by one or more major kinds of soil or miscellaneous areas. A map unit is identified and named according to the taxonomic classification of the dominant soils. Within a taxonomic class there are precisely defined limits for the properties of the soils. On the landscape, however, the soils are natural phenomena, and they have the characteristic variability of all natural phenomena. Thus, the range of some observed properties may extend beyond the limits defined for a taxonomic class. Areas of soils of a single taxonomic class rarely, if ever, can be mapped without including areas of other taxonomic classes. Consequently, every map unit is made up of the soils or miscellaneous areas for which it is named and some minor components that belong to taxonomic classes other than those of the major soils.

Most minor soils have properties similar to those of the dominant soil or soils in the map unit, and thus they do not affect use and management. These are called noncontrasting, or similar, components. They may or may not be mentioned in a particular map unit description. Other minor components, however, have properties and behavioral characteristics divergent enough to affect use or to require different management. These are called contrasting, or dissimilar, components. They generally are in small areas and could not be mapped separately because of the scale used. Some small areas of strongly contrasting soils or miscellaneous areas are identified by a special symbol on the maps. If included in the database for a given area, the contrasting minor components are identified in the map unit descriptions along with some characteristics of each. A few areas of minor components may not have been observed, and consequently they are not mentioned in the descriptions, especially where the pattern was so complex that it was impractical to make enough observations to identify all the soils and miscellaneous areas on the landscape.

The presence of minor components in a map unit in no way diminishes the usefulness or accuracy of the data. The objective of mapping is not to delineate pure taxonomic classes but rather to separate the landscape into landforms or landform segments that have similar use and management requirements. The delineation of such segments on the map provides sufficient information for the development of resource plans. If intensive use of small areas is planned, however, onsite investigation is needed to define and locate the soils and miscellaneous areas.

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An identifying symbol precedes the map unit name in the map unit descriptions. Each description includes general facts about the unit and gives important soil properties and qualities.

Soils that have profiles that are almost alike make up a *soil series*. Except for differences in texture of the surface layer, all the soils of a series have major horizons that are similar in composition, thickness, and arrangement.

Soils of one series can differ in texture of the surface layer, slope, stoniness, salinity, degree of erosion, and other characteristics that affect their use. On the basis of such differences, a soil series is divided into *soil phases*. Most of the areas shown on the detailed soil maps are phases of soil series. The name of a soil phase commonly indicates a feature that affects use or management. For example, Alpha silt loam, 0 to 2 percent slopes, is a phase of the Alpha series.

Some map units are made up of two or more major soils or miscellaneous areas. These map units are complexes, associations, or undifferentiated groups.

A *complex* consists of two or more soils or miscellaneous areas in such an intricate pattern or in such small areas that they cannot be shown separately on the maps. The pattern and proportion of the soils or miscellaneous areas are somewhat similar in all areas. Alpha-Beta complex, 0 to 6 percent slopes, is an example.

An *association* is made up of two or more geographically associated soils or miscellaneous areas that are shown as one unit on the maps. Because of present or anticipated uses of the map units in the survey area, it was not considered practical or necessary to map the soils or miscellaneous areas separately. The pattern and relative proportion of the soils or miscellaneous areas are somewhat similar. Alpha-Beta association, 0 to 2 percent slopes, is an example.

An *undifferentiated group* is made up of two or more soils or miscellaneous areas that could be mapped individually but are mapped as one unit because similar interpretations can be made for use and management. The pattern and proportion of the soils or miscellaneous areas in a mapped area are not uniform. An area can be made up of only one of the major soils or miscellaneous areas, or it can be made up of all of them. Alpha and Beta soils, 0 to 2 percent slopes, is an example.

Some surveys include *miscellaneous areas*. Such areas have little or no soil material and support little or no vegetation. Rock outcrop is an example.

Clackamas County Area, Oregon

88A—Willamette silt loam, wet, 0 to 3 percent slopes

Map Unit Setting

National map unit symbol: 227q
Elevation: 150 to 350 feet
Mean annual precipitation: 40 to 50 inches
Mean annual air temperature: 52 to 54 degrees F
Frost-free period: 165 to 210 days
Farmland classification: All areas are prime farmland

Map Unit Composition

Willamette, wet, and similar soils: 85 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Willamette, Wet

Setting

Landform: Terraces
Landform position (three-dimensional): Tread
Down-slope shape: Linear
Across-slope shape: Linear
Parent material: Stratified glaciolacustrine deposits

Typical profile

H1 - 0 to 14 inches: silt loam
H2 - 14 to 60 inches: silty clay loam

Properties and qualities

Slope: 0 to 3 percent
Depth to restrictive feature: More than 80 inches
Natural drainage class: Moderately well drained
Capacity of the most limiting layer to transmit water (Ksat): Moderately high to high (0.57 to 1.98 in/hr)
Depth to water table: About 30 to 42 inches
Frequency of flooding: None
Frequency of ponding: None
Available water storage in profile: High (about 12.0 inches)

Interpretive groups

Land capability classification (irrigated): 2w
Land capability classification (nonirrigated): 2w
Hydrologic Soil Group: C
Other vegetative classification: Moderately Well Drained < 15% Slopes
(G002XY004OR)
Hydric soil rating: No

Soil Information for All Uses

Soil Reports

The Soil Reports section includes various formatted tabular and narrative reports (tables) containing data for each selected soil map unit and each component of each unit. No aggregation of data has occurred as is done in reports in the Soil Properties and Qualities and Suitabilities and Limitations sections.

The reports contain soil interpretive information as well as basic soil properties and qualities. A description of each report (table) is included.

Soil Physical Properties

This folder contains a collection of tabular reports that present soil physical properties. The reports (tables) include all selected map units and components for each map unit. Soil physical properties are measured or inferred from direct observations in the field or laboratory. Examples of soil physical properties include percent clay, organic matter, saturated hydraulic conductivity, available water capacity, and bulk density.

Engineering Properties

This table gives the engineering classifications and the range of engineering properties for the layers of each soil in the survey area.

Hydrologic soil group is a group of soils having similar runoff potential under similar storm and cover conditions. The criteria for determining Hydrologic soil group is found in the National Engineering Handbook, Chapter 7 issued May 2007 (<http://directives.sc.egov.usda.gov/OpenNonWebContent.aspx?content=17757.wba>). Listing HSGs by soil map unit component and not by soil series is a new concept for the engineers. Past engineering references contained lists of HSGs by soil series. Soil series are continually being defined and redefined, and the list of soil series names changes so frequently as to make the task of maintaining a single national list virtually impossible. Therefore, the criteria is now used to calculate the HSG using the component soil properties and no such national series lists will be maintained. All such references are obsolete and their use should be discontinued. Soil properties that influence runoff potential are those that influence the minimum rate of infiltration for a bare soil after prolonged wetting and when not frozen. These properties are depth to a seasonal high water table, saturated hydraulic conductivity after prolonged wetting, and depth to a layer with a very slow water transmission

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rate. Changes in soil properties caused by land management or climate changes also cause the hydrologic soil group to change. The influence of ground cover is treated independently. There are four hydrologic soil groups, A, B, C, and D, and three dual groups, A/D, B/D, and C/D. In the dual groups, the first letter is for drained areas and the second letter is for undrained areas.

The four hydrologic soil groups are described in the following paragraphs:

Group A. Soils having a high infiltration rate (low runoff potential) when thoroughly wet. These consist mainly of deep, well drained to excessively drained sands or gravelly sands. These soils have a high rate of water transmission.

Group B. Soils having a moderate infiltration rate when thoroughly wet. These consist chiefly of moderately deep or deep, moderately well drained or well drained soils that have moderately fine texture to moderately coarse texture. These soils have a moderate rate of water transmission.

Group C. Soils having a slow infiltration rate when thoroughly wet. These consist chiefly of soils having a layer that impedes the downward movement of water or soils of moderately fine texture or fine texture. These soils have a slow rate of water transmission.

Group D. Soils having a very slow infiltration rate (high runoff potential) when thoroughly wet. These consist chiefly of clays that have a high shrink-swell potential, soils that have a high water table, soils that have a claypan or clay layer at or near the surface, and soils that are shallow over nearly impervious material. These soils have a very slow rate of water transmission.

Depth to the upper and lower boundaries of each layer is indicated.

Texture is given in the standard terms used by the U.S. Department of Agriculture. These terms are defined according to percentages of sand, silt, and clay in the fraction of the soil that is less than 2 millimeters in diameter. "Loam," for example, is soil that is 7 to 27 percent clay, 28 to 50 percent silt, and less than 52 percent sand. If the content of particles coarser than sand is 15 percent or more, an appropriate modifier is added, for example, "gravelly."

Classification of the soils is determined according to the Unified soil classification system (ASTM, 2005) and the system adopted by the American Association of State Highway and Transportation Officials (AASHTO, 2004).

The Unified system classifies soils according to properties that affect their use as construction material. Soils are classified according to particle-size distribution of the fraction less than 3 inches in diameter and according to plasticity index, liquid limit, and organic matter content. Sandy and gravelly soils are identified as GW, GP, GM, GC, SW, SP, SM, and SC; silty and clayey soils as ML, CL, OL, MH, CH, and OH; and highly organic soils as PT. Soils exhibiting engineering properties of two groups can have a dual classification, for example, CL-ML.

The AASHTO system classifies soils according to those properties that affect roadway construction and maintenance. In this system, the fraction of a mineral soil that is less than 3 inches in diameter is classified in one of seven groups from A-1 through A-7 on the basis of particle-size distribution, liquid limit, and plasticity index. Soils in group A-1 are coarse grained and low in content of fines (silt and clay). At the other extreme, soils in group A-7 are fine grained. Highly organic soils are classified in group A-8 on the basis of visual inspection.

If laboratory data are available, the A-1, A-2, and A-7 groups are further classified as A-1-a, A-1-b, A-2-4, A-2-5, A-2-6, A-2-7, A-7-5, or A-7-6. As an additional refinement, the suitability of a soil as subgrade material can be indicated by a group

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index number. Group index numbers range from 0 for the best subgrade material to 20 or higher for the poorest.

Percentage of rock fragments larger than 10 inches in diameter and 3 to 10 inches in diameter are indicated as a percentage of the total soil on a dry-weight basis. The percentages are estimates determined mainly by converting volume percentage in the field to weight percentage. Three values are provided to identify the expected Low (L), Representative Value (R), and High (H).

Percentage (of soil particles) passing designated sieves is the percentage of the soil fraction less than 3 inches in diameter based on an oven-dry weight. The sieves, numbers 4, 10, 40, and 200 (USA Standard Series), have openings of 4.76, 2.00, 0.420, and 0.074 millimeters, respectively. Estimates are based on laboratory tests of soils sampled in the survey area and in nearby areas and on estimates made in the field. Three values are provided to identify the expected Low (L), Representative Value (R), and High (H).

Liquid limit and plasticity index (Atterberg limits) indicate the plasticity characteristics of a soil. The estimates are based on test data from the survey area or from nearby areas and on field examination. Three values are provided to identify the expected Low (L), Representative Value (R), and High (H).

References:

American Association of State Highway and Transportation Officials (AASHTO). 2004. Standard specifications for transportation materials and methods of sampling and testing. 24th edition.

American Society for Testing and Materials (ASTM). 2005. Standard classification of soils for engineering purposes. ASTM Standard D2487-00.

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Absence of an entry indicates that the data were not estimated. The asterisk '*' denotes the representative texture; other possible textures follow the dash. The criteria for determining the hydrologic soil group for individual soil components is found in the National Engineering Handbook, Chapter 7 issued May 2007(<http://directives.sc.egov.usda.gov/OpenNonWebContent.aspx?content=17757.wba>). Three values are provided to identify the expected Low (L), Representative Value (R), and High (H).

Engineering Properties—Clackamas County Area, Oregon														
Map unit symbol and soil name	Pct. of map unit	Hydrologic group	Depth	USDA texture	Classification		Pct Fragments		Percentage passing sieve number—				Liquid limit	Plasticity index
					Unified	AASHTO	>10 inches	3-10 inches	4	10	40	200		
			<i>In</i>				<i>L-R-H</i>	<i>L-R-H</i>	<i>L-R-H</i>	<i>L-R-H</i>	<i>L-R-H</i>	<i>L-R-H</i>	<i>L-R-H</i>	<i>L-R-H</i>
88A—Willamette silt loam, wet, 0 to 3 percent slopes														
Willamette, wet	85	C	0-14	Silt loam	ML	A-4	0- 0- 0	0- 0- 0	100-100 -100	100-100 -100	95-98-1 00	95-98-1 00	35-38 -40	5-8 -10
			14-60	Silty clay loam, silt loam	CL	A-7	0- 0- 0	0- 0- 0	100-100 -100	100-100 -100	95-98-1 00	95-98-1 00	40-45 -50	15-20-2 5

APPENDIX C – GEOTECHNICAL REPORT

3.2.5 Groundwater

Groundwater seepage was not observed in any of the explorations. The depth to groundwater may fluctuate based on changes in surface topography, rainfall, irrigation, and other factors not observed during this investigation. Perched groundwater may also be present during extended periods of wet weather.

3.3 INFILTRATION TESTING

Infiltration testing was conducted to evaluate potential stormwater infiltration for the project. We conducted infiltration testing in test pits TP-1, TP-3, and TP-4 at depths of 5.0, 9.5, and 5.0 feet BGS, respectively. Prior to performing the tests, the exposed soils were saturated. The infiltration tests were performed using the encased falling-head method and a 6-inch-inside diameter casing for the tests in the silt and using the open-pit method for the test within the silty gravel. Tests were performed with approximately 12 to 18 inches of water head. The drop in water level was measured until a steady infiltration rate was measured.

Laboratory testing was performed on select soil samples to determine the percent fines content at infiltration test depths. Table 1 summarizes the unfactored infiltration test results and the amount of fines present at the infiltration test depths.

Table 1. Infiltration Test Results

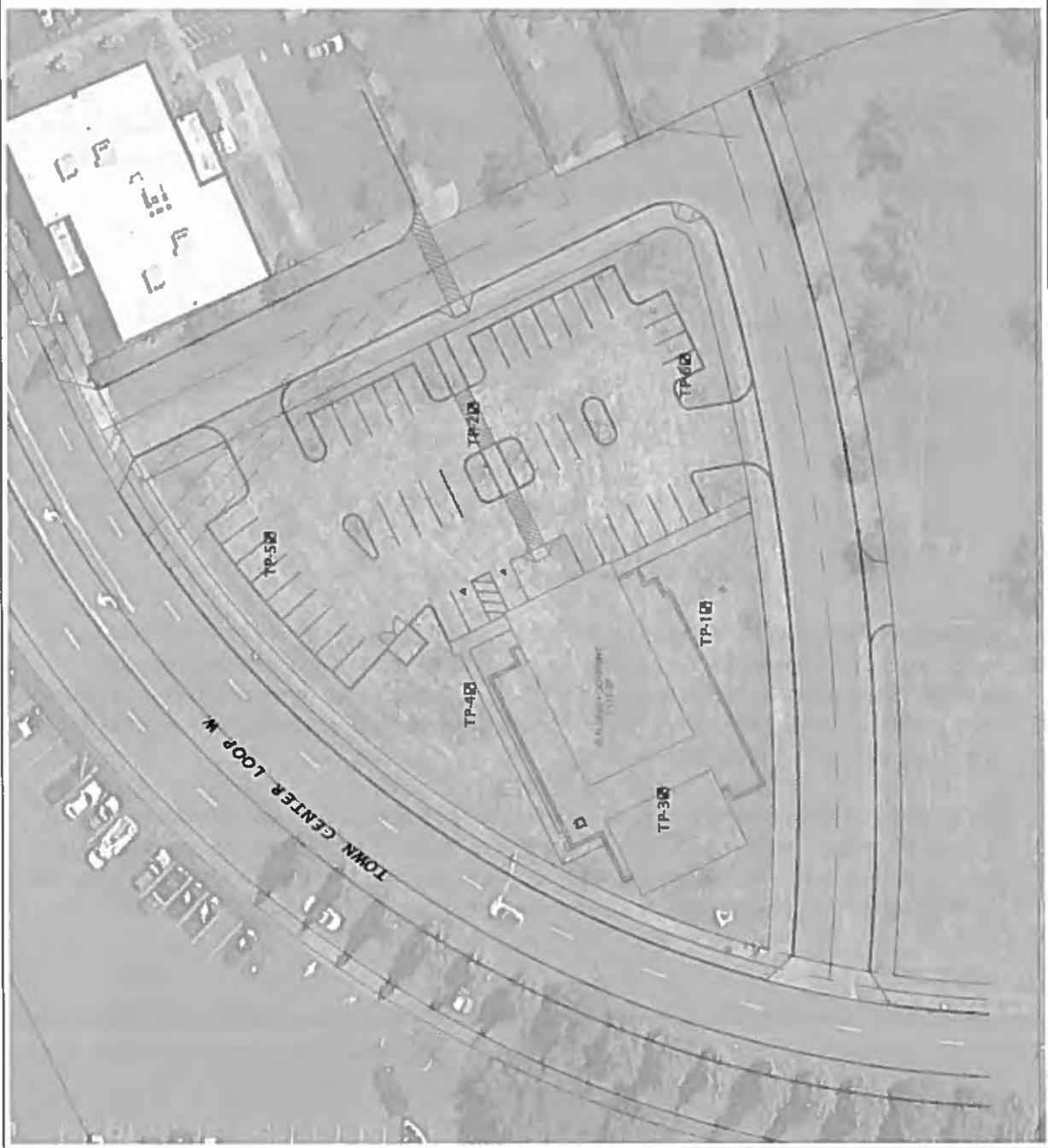
Exploration	Depth (feet BGS)	Material	Observed Infiltration Rate ¹ (inches per hour)	Percent Fines ²
TP-1	5.0	SILT, trace sand and clay	0.4	89
TP-3	9.5	Silty GRAVEL with cobbles, minor sand, trace clay	2.5	19
TP-4	5.0	SILT, minor clay, trace sand	0.3	66

1. Infiltration rates are measured rates with no factor of safety.

2. Fines content: material passing the U.S. Standard No. 200 sieve

Correction factors should be applied to the measured infiltration rate to account for soil variations and the potential for long-term clogging due to siltation and buildup of organic material. The infiltration rates shown in Table 1 are short-term field rates and factors of safety have not been applied. We recommend a minimum factor of safety of at least 2 be applied to the field infiltration values presented above.

We recommend the installation of stormwater facilities be observed by a qualified geotechnical engineer or representative under their supervision to evaluate if soil conditions are consistent with subsurface conditions encountered during our explorations. If stormwater systems will not have redundant overflow systems, we recommend confirmation testing of infiltration facilities.



SITE PLAN BASED ON IMAGE OBTAINED FROM
 GOOGLE EARTH PRO AND ANDERSON DABROWSKI
 ARCHITECTS, LLC.