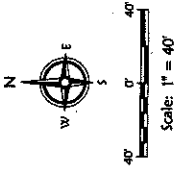


PARTITION PLAT NO. 2014-010
A REPLAT OF PARCEL 4, PARTITION PLAT NO. 2014-059
LOCATED IN THE NE 1/4 OF THE NW 1/4 OF SECTION 4, T.28., R.1E., W.M.
CITY OF LAKE OSWEGO, CLATSOP COUNTY, OREGON
CITY OF LAKE OSWEGO PLANNING AND BUILDING SERVICES DEPARTMENT FILE NO. LU14-0040
OCTOBER 21, 2014 SCALE: 1" = 40'
SHEET 1 OF 2



CURVE DATA

NO.	LENGTH	RADIUS	DELTA	CHORD
1	37.27'	24.00'	80.541°	34.926' x 33.61'
2	42.17'	24.00'	81.019°	34.926' x 33.61'
3	24.33'	24.00'	53.937°	33.230' x 23.88'
4	24.33'	24.00'	53.937°	33.230' x 23.88'
5	68.79'	54.00'	91.019°	54.926' x 77.22'

LEGEND:

- ⊠ PARCELS TO BE 5/8" IRON ROD WITH A YELLOW PLASTIC CAP-SHAPED CORNERED LAND SURVEYOR PER P1
- ⊠ PARCELS TO BE 5/8" IRON ROD WITH A YELLOW PLASTIC CAP-SHAPED CORNERED LAND SURVEYOR PER P2
- POINTS 1/8" DIAMETER BY 30" LONG IRON ROD WITH A SHAPED SET ON NOVEMBER 5, 2014
- P PARCELS PLAT DISPOSITION SEE REFERENCE SURVEYS
- M INDICATES MEASURED DIMENSION
- ⊠ PUBLIC UTILITY LOCUMENT
- S.D.E. PUBLIC STORM DRAINAGE EXHIBIT

TAX LOT NUMBERS ARE FROM CURRENT ASSESSOR'S MAPS AND ARE SHOWN FOR REFERENCE ONLY.

REFERENCE SURVEYS

- P1 PARTITION PLAT NO. 2014-059
- P2 PARTITION PLAT NO. 2014-059

Survey prepared by:
 Certified Land Surveyor
 4147 Greenwood Way
 Seaside, OR 97138
 Phone: 503-853-8993
 7543 Part Parcel 4, 010



DATE OF SURVEY: 11-7-14
 EXPIRES: 11/21/2018

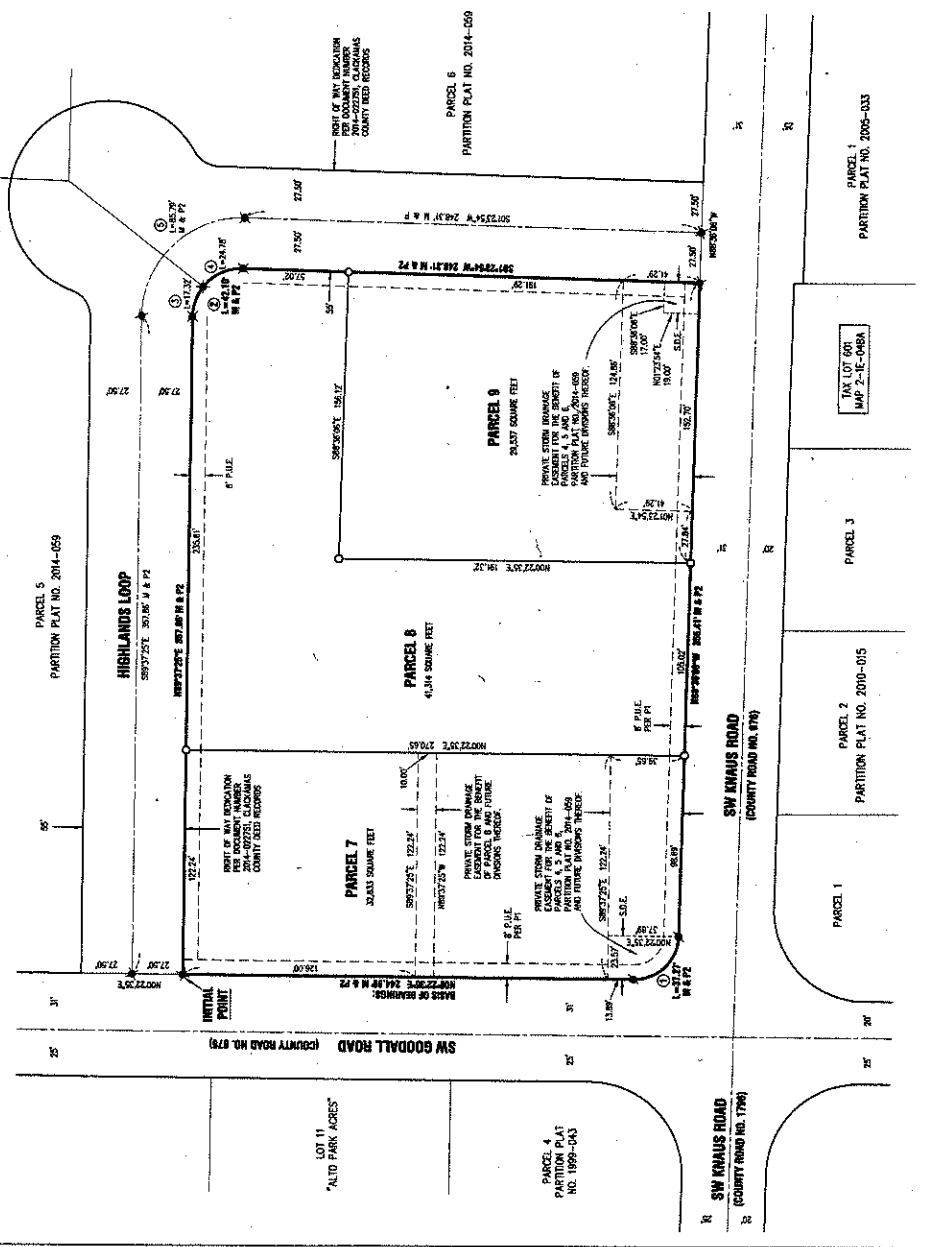


EXHIBIT E-1
LU 14-0062

PARTITION PLAT NO. 2014-070
A REPLAT OF PARCEL 4, PARTITION PLAT NO. 2014-089
LOCATED IN THE NE 1/4 OF THE NW 1/4 OF SECTION 4, T.2S., R.1E., W.1M.
CITY OF LAKE OSWEGO, CLACKAMAS COUNTY, OREGON

CITY OF LAKE OSWEGO PLANNING AND BUILDING SERVICES DEPARTMENT FILE NO. LU 14-0040
 OCTOBER 21, 2014
 SHEET 2 OF 2

DECLARATION

KNOW ALL PEOPLE BY THESE PRESENTS THAT DONALD BINKS, LLC, OWNER OF THE LAND DESCRIBED IN THE ATTACHED PARTITION PLAT, HAS BEEN ADVISED OF THE RIGHTS AND OBLIGATIONS OF THE PARTITION PLAT OF SAID PROPERTY AND THAT IT HAS CHANGED THE PARTITION PLAT OF SAID PROPERTY TO REFLECT THE CHANGES TO THE PARTITION PLAT OF SAID PROPERTY WITH THE APPROVAL OF THE CITY OF LAKE OSWEGO PLANNING AND BUILDING SERVICES DEPARTMENT AS SHOWN. THE PLATED PROPERTY PERSON IS SUBJECT TO RESTRICTIONS AS NOTED HEREON.

DONALD BINKS, LLC, AN OREGON LIMITED LIABILITY COMPANY

BY: *[Signature]* VICE PRESIDENT AND MANAGER
 OF: VOTO INC, LLC, AN OREGON LIMITED LIABILITY COMPANY, ITS SALES NUMBER: 661-100-1000

BY: *[Signature]* VICE PRESIDENT AND MANAGER
 OF: VOTO INC, LLC, AN OREGON LIMITED LIABILITY COMPANY, ITS SALES NUMBER: 661-100-1000

BY: *[Signature]* VICE PRESIDENT AND MANAGER
 OF: VOTO INC, LLC, AN OREGON LIMITED LIABILITY COMPANY, ITS SALES NUMBER: 661-100-1000

BY: *[Signature]* VICE PRESIDENT AND MANAGER
 OF: VOTO INC, LLC, AN OREGON LIMITED LIABILITY COMPANY, ITS SALES NUMBER: 661-100-1000

ACKNOWLEDGMENTS

STATE OF OREGON
 COUNTY OF CLACKAMAS } 25

THIS DOCUMENT HAS BEEN RECORDED BEFORE ME ON October 17, 2014 BY SCOTT ROBERTS, COUNTY CLERK, CLACKAMAS COUNTY, OREGON. I HAVE REVIEWED THE INSTRUMENT AND HAVE DETERMINED THAT THE INSTRUMENT IS A VALID INSTRUMENT UNDER THE LAWS OF OREGON.

[Signature]
 COUNTY CLERK
 CLACKAMAS COUNTY, OREGON

STATE OF OREGON
 COUNTY OF CLACKAMAS } 25

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[Signature]
 COUNTY CLERK
 CLACKAMAS COUNTY, OREGON

STATE OF OREGON
 COUNTY OF CLACKAMAS } 25

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[Signature]
 COUNTY CLERK
 CLACKAMAS COUNTY, OREGON

SURVEYOR'S CERTIFICATE

I, *[Signature]*, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF OREGON, CERTIFY THAT I HAVE EXAMINED THE RECORDS OF THE CLACKAMAS COUNTY RECORDS DEPARTMENT FOR THE ATTACHED PARTITION PLAT, THE BOUNDARY BEING DESCRIBED AS FOLLOWS:
 A REPLAT OF PARCEL 4, PARTITION PLAT NO. 2014-089, LOCATED IN THE NE 1/4 OF THE NW 1/4 OF SECTION 4, T.2S., R.1E., W.1M., CLACKAMAS COUNTY, OREGON.
 THE CORNER CORNER OF SECTION 4, T.2S., R.1E., W.1M., CLACKAMAS COUNTY, OREGON, DESCRIBED AS FOLLOWS:
 PARCEL 4, PARTITION PLAT NO. 2014-089, CLACKAMAS COUNTY SHERIFF RECORDS.

NARRATIVE

1. CLERK, JT SMITH COMPANIES
2. THE PARTITION IS IN PART PARCEL 4, PARTITION PLAT 2014-089, CLACKAMAS COUNTY SHERIFF RECORDS, FOR THE CITY OF LAKE OSWEGO PLANNING AND BUILDING SERVICES FILE NO. LU 14-0040
3. BOUNDARY BEING DESCRIBED AS FOLLOWS: AS SHOWN AND SHOWN AS "NOTED HEREON"; BY PARTITION PLAT 2014-089 WAS RECORDED AS THE BASIS OF RECORDS FOR THIS MAP.
4. THE SUBJECT TRACT IS PARCEL 4, PARTITION PLAT 2014-089. THE BOUNDARY WAS RECORDED AS PER PARTITION PLAT 2014-089.
5. REFERENCE: PARCEL 4, PARTITION PLAT 2014-089, CLACKAMAS COUNTY SHERIFF RECORDS.

PLAT RESTRICTIONS

1. THIS PARTITION IS SUBJECT TO CONDITIONS OF APPROVAL AS PER LAKE OSWEGO PLANNING AND BUILDING SERVICES DEPARTMENT FILE NO. LU 14-0040.
2. THE PARTITION IS SUBJECT TO RESTRICTIONS OF APPROVAL AS PER LAKE OSWEGO PLANNING AND BUILDING SERVICES DEPARTMENT FILE NO. LU 14-0040.
3. THIS PARTITION IS SUBJECT TO APPLICABLE EASEMENTS, ENCUMBRANCES AND RESTRICTIONS RECORDED JULY 1, 1991, IN DOCUMENT NO. 201-0008, CLACKAMAS COUNTY SHERIFF RECORDS.
4. THIS PARTITION IS SUBJECT TO APPLICABLE EASEMENTS AND RESTRICTIONS PER PARTITION PLAT NO. 2003-021.
5. THIS PARTITION IS SUBJECT TO APPLICABLE EASEMENTS AND RESTRICTIONS PER PARTITION PLAT NO. 2003-006.
6. THIS PARTITION IS SUBJECT TO APPLICABLE EASEMENTS OF "INDEMNITY AND AGREEMENT" RECORDED SEPTEMBER 17, 2004, IN DOCUMENT NO. 204-0008, CLACKAMAS COUNTY SHERIFF RECORDS.
7. THIS PARTITION IS SUBJECT TO APPLICABLE EASEMENTS OF "INDEMNITY AND AGREEMENT" RECORDED SEPTEMBER 17, 2004, IN DOCUMENT NO. 204-0008, CLACKAMAS COUNTY SHERIFF RECORDS.
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16. THE PARTITION IS SUBJECT TO APPLICABLE EASEMENTS OF "INDEMNITY AND AGREEMENT" RECORDED SEPTEMBER 17, 2004, IN DOCUMENT NO. 204-0008, CLACKAMAS COUNTY SHERIFF RECORDS.

NOTES

1. ALL EXISTING PUBLIC EASEMENTS GRANTED PER PARTITION PLAT NO. 2014-089, EXCEPT THE PUBLIC UTILITY EASEMENT ALONG DONALD ROAD IS SHOWN, WERE VACATED BY THIS REPLAT PER ORS 91.010.
2. THE PUBLIC UTILITY EASEMENT FOR THE DOCUMENT RECORDED IN BOOK 631, PAGE 200 AS SHOWN ON THE ATTACHED PARTITION PLAT IS SHOWN. THE PUBLIC UTILITY EASEMENT IS NOT COULDED OR SUBJECT PROPERTY, THEREFORE WAS RECORDED AFTER DISCUSSING WITH PORTLAND REGIONAL ELECTRIC AND FIRST AMERICAN TITLE COMPANY.

APPROVALS

APPROVED THIS 20th DAY OF November, 2014

BY: *[Signature]*
 CITY OF LAKE OSWEGO PLANNING AND BUILDING SERVICES DEPARTMENT

APPROVED THIS 20th DAY OF December, 2014

BY: *[Signature]*
 CLACKAMAS COUNTY SHERIFF

ALL TAXES, FEES, ASSASSMENTS, OR OTHER CHARGES AS SHOWN BY ORS 31.005 HAVE BEEN PAID THROUGH JUNE 30, 2015

APPROVED THIS 04th DAY OF December, 2014

CLACKAMAS COUNTY ASSESSOR & TAX COLLECTOR
 BY: *[Signature]*

STATE OF OREGON
 COUNTY OF CLACKAMAS } 25

I DO HEREBY CERTIFY THAT THE ATTACHED PARTITION PLAT WAS RECORDED PER RECORDS ON THE 17th DAY OF December, 2014 AT 2:36 O'CLOCK P. M.

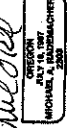
AS PARTITION PLAT NO. 2014-070

DOCUMENT NO. 2014-62318

SHERIFF HALL, CLACKAMAS COUNTY CLERK
 BY: *[Signature]*



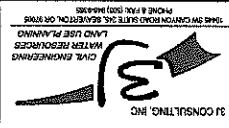
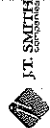
Survey Prepared By:
 Gregory Lark Stroup
 4101 Westwood Way
 Suite 700
 Milwaukie, Oregon 97222
 Phone: 503-653-8993
 7243 Post Patrol Loop
 DORPS: 12/29/2014



DATE OF DRAWING: 11-17-14

THE HIGHLANDS
PARTITION
EXISTING CONDITIONS PLAN

J.T. SMITH & ASSOCIATES
 LAKE OSWEGO, OR



3I CONSULTING, INC.
 2100 SW CANTON ROAD SUITE 200, BEAVERTON, OR 97005
 PHONE: 503.638.3333
 FAX: 503.638.3334
 WWW: 3I-CO.COM
 DESIGNED BY: J. WATSON
 CHECKED BY: J. WATSON
 DATE: 10/08/2014

P1.0
 EXISTING COND.
 SHEET NUMBER

10/08/2014
 PERMIT SET
 REGION: MULTNOMAH COUNTY
 COUNTY: CLATSOP COUNTY

PARCELS 7, 9, 10,
 11, 12, 13, 14, & 15
 PARTITION PLAT NO.
 2014- CLATSOP COUNTY
 COUNTY PLAT RECORDS

LEGEND
 --- BOUNDARY LINE
 --- EXISTING RIGHT-OF-WAY
 --- PROPOSED LOT LINE
 --- EASEMENT

SITE STATISTICS

SITE ADDRESS	12866 KNAUS RD, LAKE OSWEGO, OR
TAX LOTS	21888A 500 21888B 500 21888C 500
JURISDICTION	CITY OF LAKE OSWEGO
GROSS SITE AREA	8.84 ACRES
PROPERTY ZONING	R-7A
FLOOD HAZARD MAP NUMBER	410520010D ZONE X (UNSHADED)

THE PURPOSE OF THIS PARTITION PLAN IS TO SHOW THE PROPOSED LOT DIMENSIONS FOR PLANNING PURPOSES. THIS IS NOT AN OFFICIAL PLAT AND IS NOT TO BE USED FOR SURVEY PURPOSES.



Scale: 1 inch = 40 feet
 0 20 40 60 80 100

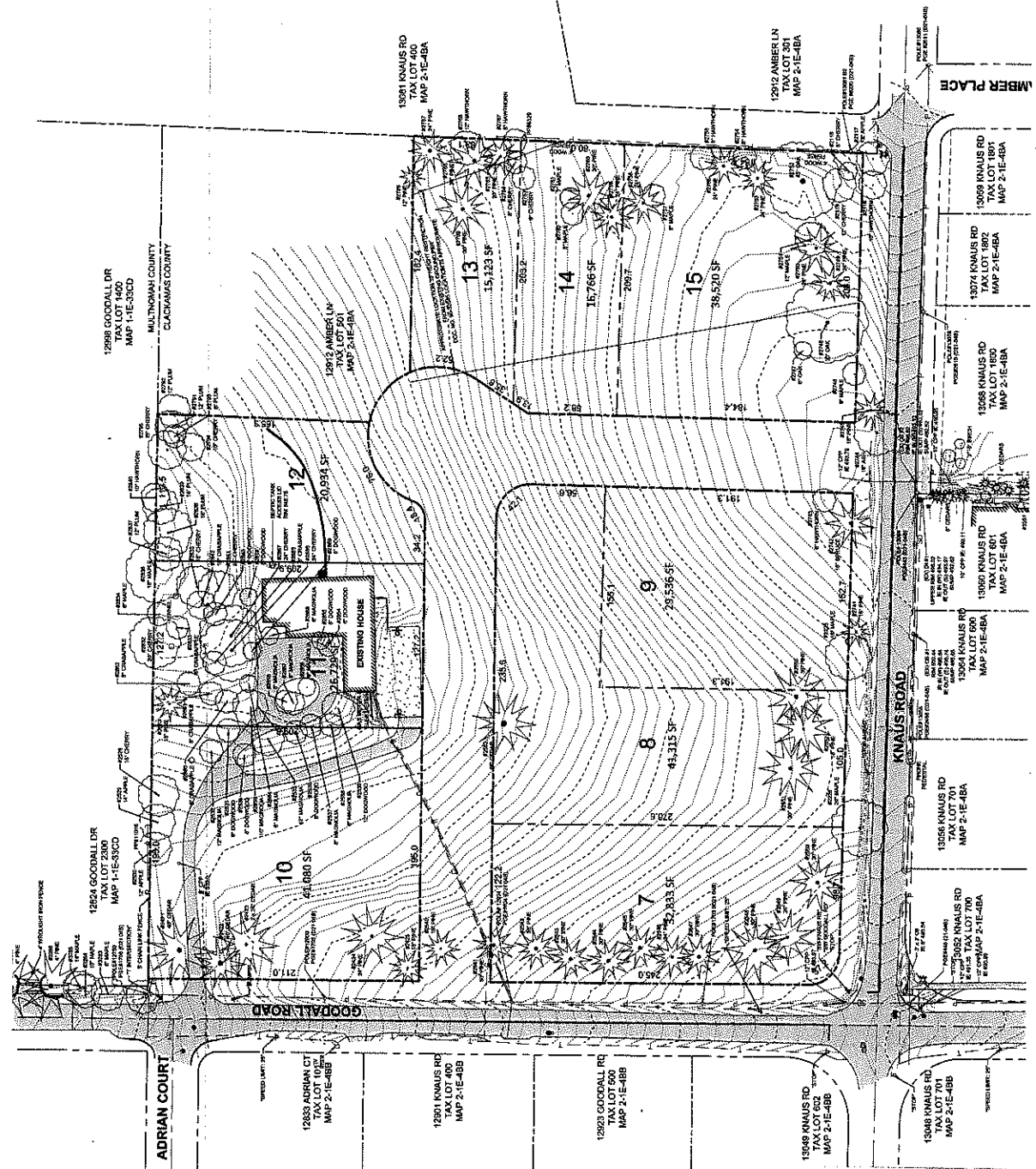
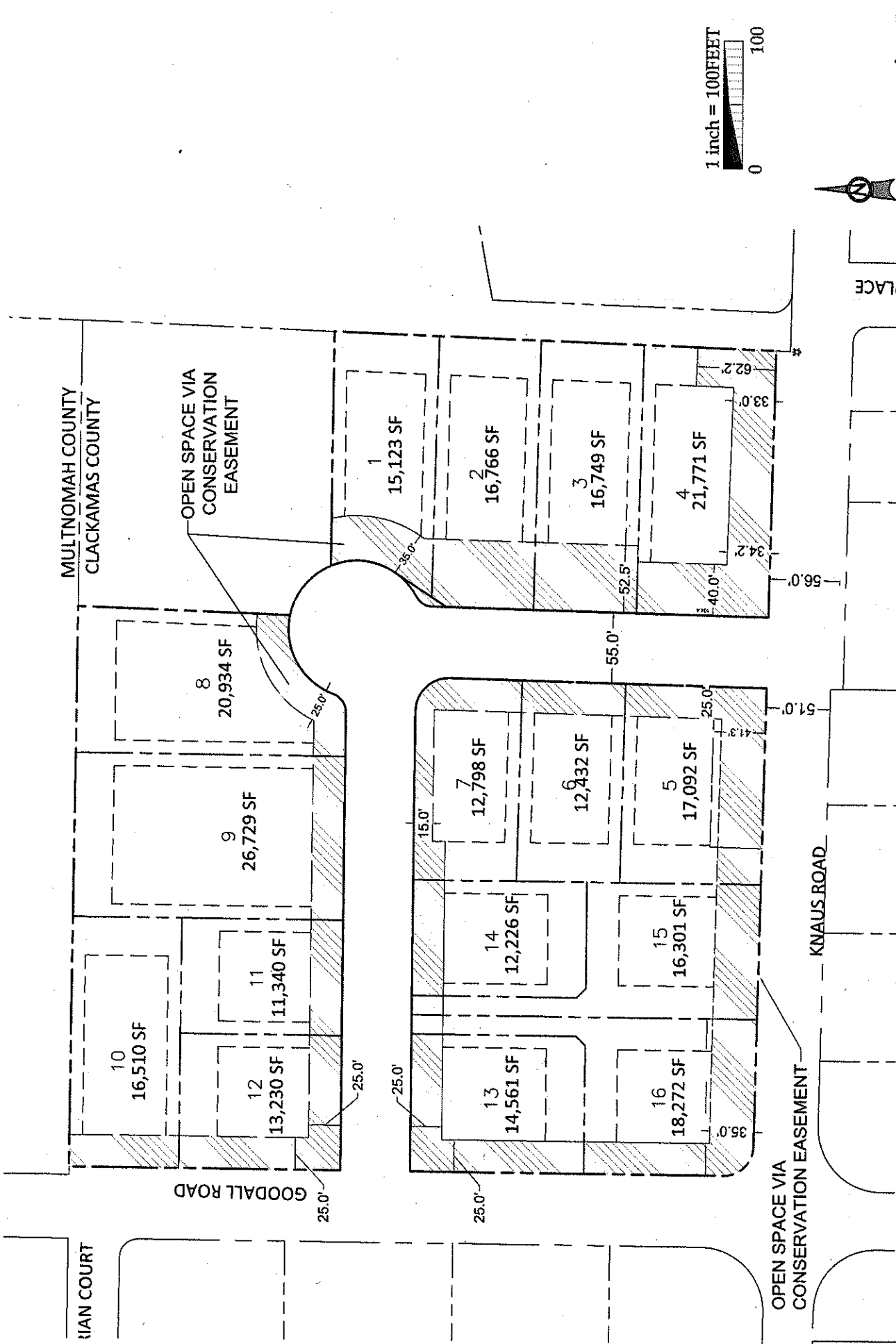


EXHIBIT E-3
 LU 14-0062



3J

MULTNOMAH COUNTY
CLACKAMAS COUNTY

OPEN SPACE VIA
CONSERVATION
EASEMENT

OPEN SPACE VIA
CONSERVATION EASEMENT

KNAUS ROAD

GOODALL ROAD

LIAN COURT

PLACE

the Highlands

Open Space Plan - Exhibit A

AUGUST 2014

EXHIBIT E-5
LU 14-0062

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Appendixes

Appendix A – Land Use Application

Appendix B – Preliminary Partition Plans

GENERAL INFORMATION

Property Owner and Applicant: **Goodall Knaus, LLC.**
5285 Meadows Road, Suite #171
Lake Oswego, OR 97035
Contact: Jesse Nemec
Phone: 503-730-8620
Email: jnemec@jtsmithco.com

Applicant's Representative: **3J Consulting, Inc**
5075 SW Griffith, Suite 150
Beaverton, OR 97005
Contact: Andrew Tull
Phone: 503-545-1907
Email: andrew.tull@3j-consulting.com

SITE INFORMATION

Parcel Number: 21E04BA00503, pending recordation of the subsequent partition.
Address: 12800 Goodall Road
Size: 0.68 acres
Neighborhood Association: Forest Highlands
Zoning Designation: R-7.5
Existing Use: Residential
Street Functional Classifications: Goodall Road and SW Knaus Road are collectors.
Surrounding Zoning: North, East and South of the parent site is zoned R-7.5. West of the site and across Goodall Road is outside the Lake Oswego City Limits but is generally developed with single family residential homes.

INTRODUCTION

APPLICANT'S REQUEST

The Applicant seeks approval of an application for minor partition to divide a 0.68 acre site into two parcels. The resultant parcels will be approximately 12,432 square feet (0.29 ac) and 17,104 (0.39 ac). The resultant parcels will be labeled as parcels 21 and 22 within the Highlands development.

This partition follows a development agreement between the City and the Applicant. The development agreement states that the only criterion needed for approval of this partition application is demonstration of compliance with the approved Master Plan. This narrative has been prepared to describe the proposed development and to demonstrate compliance of this partition with the Master Plan. For reference, this narrative also documents compliance with the relevant sections of Lake Oswego's Development Code.

BACKGROUND

This partition is part of a larger (7.35 acre) site that has been designated as the site of the 2015 Portland Homebuilders' Association "NW Natural Street of Dreams." The total site is planned to accommodate 16 lots for the construction of 16 single-family residential homes.

To prepare this site for future development, an initial three-parcel partition was approved in October 2013, establishing the right-of-way throughout the development. In May 2014, two property line adjustments were approved on the site and have since been recorded. In October 2014, three additional partitions were approved on the site. This application is a partition that will be part of a group of the final five (5) partition applications on the development site.

The City and the property owner, Goodall Knaus, LLC, signed a development agreement in April 2014. The development agreement addressed such issues as density of the site, design of the future homes, infrastructure and dedications and open space. The development agreement further outlined a schedule and procedure for compliance review, including the requirement of the Developer to submit a Master Plan for the serial partitions. The Master Plan for the site was approved by the City in August of 2014.

The approved development agreement states that "following approval of the Master Plan, subsequent partitions shall be reviewed as ministerial developments pursuant to the LOC. **The sole criterion for approval of subsequent partitions is demonstration of compliance with the approved Master Plan.**"

PROPOSAL

The applicant proposes to partition the property into two parcels. Both of the parcels are intended for construction of an individual single-family detached home and no additional partitioning of either of the parcels is anticipated.

NEIGHBORHOOD MEETING

The Applicant has held two meetings with the Forest Highlands Neighborhood Association (FHNA). These meetings took place on August 5, 2013 and August 21, 2013. The FHNA has been involved with this project since the pre-application stage and is aware of the full-build out at 16 lots proposed for the site.

APPLICABLE CRITERIA

According to the approved Development Agreement for the site, **“the sole criterion for approval of subsequent partitions is demonstration of compliance with the approved Master Plan.”**

The two parcels proposed by this partition application are in the location of the future lots **5** and **6** per the approved Master Plan.

This proposed partition complies completely with the approved Master Plan.

The following sections of Lake Oswego’s Land Development Code, Streets and Sidewalks Ordinance and Tree Removal and Protection Ordinance have been extracted as they have been deemed to be applicable to the proposal. Following each **bold** applicable criteria or design standard, the Applicant has provided a series of draft findings. The intent of providing code and detailed responses and findings is to document, with absolute certainty, that the proposed development has satisfied the approval criteria for minor land partition.

City of Lake Oswego Community Development Code (Chapter LOC 50):

LOC 50.02	R-7.5 Zoning District
LOC 50.04.001	Residential Low Density Zones (R-15, R-10, R-7.5)
LOC 50.06	Development Standards
LOC 50.06.001	Building Design
LOC 50.06.002	Parking
LOC 50.06.003	Circulation and Connectivity
LOC 50.06.004	Site Design
LOC 50.06.007	Solar Access
LOC 50.06.008	Utilities
LOC 50.07.007	Land Divisions

City of Lake Oswego Tree Removal and Protection Ordinance (LOC Chapter 55):

LOC 55.02.035	Tree Removal in Conjunction with Minor Development
LOC 55.08.020	Tree Protection Plan Required

50.02 ZONES AND SITE SPECIFIC STANDARDS

50.02.001. RESIDENTIAL DISTRICTS

1. RESIDENTIAL-LOW DENSITY ZONES

a. Districts

The residential-low density zone districts are R-15, R-10, and R-7.5.

b. Purpose

To provide lands for single-family residential development with densities ranging from two to five dwelling units per gross acre.

Applicant's Finding: The purpose of this partition is to create lots for single-family residential development. Two proposed parcels on 0.68 acres results in a density of 2.94 units per acre, within the density range of the R-7.5 zone.

The requirements of this code section were met with the approved Master Plan. This partition complies with the approved Master Plan. This partition application does not propose any changes to the Master Plan.

50.03 USE REGULATIONS AND CONDITIONS

50.03.002.2 RESIDENTIAL USE TABLE

Applicant's Finding: This partition proposal is for one single-family residential dwelling per lot. Per the residential use table, one single-family detached dwelling is permitted per lot.

The requirements of this code section were met with the approved Master Plan. This partition complies with the approved Master Plan. This partition application does not propose any changes to the Master Plan.

50.04 DIMENSIONAL STANDARDS

50.04.001.1 RESIDENTIAL LOW DENSITY ZONES

Applicant's Finding: The three proposed parcels all exceed the 7,500 square foot minimum size requirement. The maximum density for the R-7.5 zone is 5 dwelling units per acre. The proposed partition will result in 2 parcels in a net 0.68 acres, or 2.94 dwelling units per acre. Partitions are not subject to the minimum density requirement. All lots greatly exceed the minimum dimensional standards. Floor area, setback, height and lot coverage

standards will be met as reviewed during building permit submittal.

The requirements of this code section were met with the approved Master Plan. This partition complies with the approved Master Plan. This partition application does not propose any changes to the Master Plan.

50.06 DEVELOPMENT STANDARDS

50.06.002 PARKING

50.06.002.2. STANDARDS FOR APPROVAL

a. Vehicle Parking

i. Required parking spaces shall be available for the parking of operable passenger vehicles of residents, customers, patrons and employees and shall not be used for the storage of vehicles or materials or for the loading and unloading or parking of vehicles used in conducting the business or use.

ii. Number of Required Parking Spaces

TABLE 50.06.002-3: MINIMUM OFF-STREET PARKING SPACE REQUIREMENTS requires 1 space per dwelling unit for single-family residential dwellings.

Applicant's

A minimum of 1 space per each of the two dwelling units will be provided.

Finding:

The requirements of this code section were met with the approved Master Plan. This partition complies with the approved Master Plan. This partition application does not propose any changes to the Master Plan.

50.06.003.1 ACCESS/ACCESS LANES (FLAG LOTS)

c. Standards for Approval

i. Every residentially zoned lot shall abut a street for the following minimum length:

Rowhouse- 17 feet

Flag Lot- LOC 50.07.007.2.c

All Other- 25 feet

ii. Access design shall be based on the following five criteria:

(1) Topography;

(2) Traffic volume to be generated by the development;

(3) Classification of the public street from which the access is taken (residential, collector or arterial);

(4) Traffic volume presently carried by such street; and

(5) Projected traffic volumes.

iii. Direct permanent access from a development to an arterial street is prohibited where an alternate access is either available or is expected to be available. A temporary access may be allowed.

- iv. Direct access from a development or a structure to a local residential street is required unless such access is not available.
- v. The City may require shared access with a neighboring site or an extension of residential streets across adjacent properties to provide access to the development if necessary to prevent adverse impacts on traffic flow.
- vi. If no satisfactory access from a public street to a development is available, the City shall require postponement of the development until such time as a satisfactory access becomes available.
- vii. Access lanes created by a partition or private streets created by a subdivision shall contemporaneously provide an option of dedication to the City.

Applicant's Finding: Both parcels abut a local public street for a minimum of 25 feet. No access to an arterial is proposed. Access to each lot will comply with all access requirements.

The requirements of this code section were met with the approved Master Plan. This partition complies with the approved Master Plan. This partition application does not propose any changes to the Master Plan.

50.06.003.2. ON-SITE CIRCULATION – DRIVEWAYS AND FIRE ACCESS ROADS

b. Standards for Approval

i. Driveway Approaches – Locational Limitations and Restrictions

- (1) On corner lots where the adjacent streets are fully improved to their anticipated ultimate width, the nearest edge of a proposed driveway to the intersection shall be no closer than 30 ft. when measured from the projected curb of the street that is the most parallel to the alignment of the proposed driveway.
- (2) On corner lots where the adjacent streets are not fully improved to their anticipated ultimate width, the nearest edge of a proposed driveway to the intersection shall be no closer than 30 ft. when measured from the lot corner, or if the corner is a radius, from the point of intersection of the tangents. If right-of-way dedication is required as a condition of approval, the lot lines after dedication shall be used as the basis for determining compliance with this standard.
- (3) On lots with less than 75 ft. of continuous frontage on a single public street, only one driveway shall be permitted along that frontage.
- (4) All driveway approaches shall be located and designed so that the driver entering or exiting the driveway can see approaching traffic for a sufficient distance to make a safe entrance and exit. American Association of State Highway and Transportation Officials (AASHTO) standards shall be used in determining compliance with this standard.
- (5) The maximum width of a driveway approach, measured where the edges of the drive- way meet the right-of-way, shall be governed as follows:
 - (a) Single-family residential with garage door(s) facing the street: 12 ft. per garage or carport stall, or surface parking space, but not to exceed 30 ft.

(b) Single-family residential with side-loading garage: 24 ft.

(c) All other uses: 24 ft. unless otherwise justified by the recommendations of a traffic study.

ii. Driveway Widths

Driveways shall conform to the minimum width requirements of LOC 15.06.610 (Oregon Fire Code Adopted) and LOC 50.06.002, Parking.

iii. Driveway Grades

(1) The maximum grade of a driveway serving one single-family structure shall be 20%. If the grade exceeds 15%, then the residence must be provided with alternative methods for fire suppression, i.e., sprinklering.

(2) The maximum grade of a driveway for all other uses shall be 15%.

(3) For all uses except residential structures of four units or less, there shall be a landing area where a driveway used by multiple drivers meets the public street. The landing area shall be a minimum of 25 ft. long and shall have a maximum grade of 5%. The length and grade of the landing area described in this subsection presupposes that the abutting street has been fully improved to its ultimate anticipated width. If a driveway is proposed on a street that is not fully improved, and the development proposal is anticipated to proceed prior to the improvement of the street, the City Engineer shall determine the driveway and site grading so that this standard will not be compromised when the street is improved in the future.

(4) Along the traveled way, grade breaks shall not exceed an algebraic difference of 9% unless accomplished by the construction of a vertical curve complying with the City's Standard Details.

(5) The maximum cross-slope of a driveway shall be 5%, except for that portion of a driveway which must blend with an adjacent street grade that exceeds 5%. When blending is necessary, the length of the blended section shall be limited to 30 ft.

iv. Fire Access Lanes

(1) All developments shall comply with the minimum requirements for fire access roads as stipulated by the Fire Code and LOC Chapter 15.

(2) The paved improvement of fire lanes, their associated turnarounds and right-of-way dimensions shall comply with the City's Standard Details.

(3) When a fire access road is required to be used as a primary or alternate access route for the provision of emergency services to or through an abutting property, the fire lane shall be declared as such on a legal instrument to be recorded against the title of the affected property(ies). A declaration on a plat or on a recorded development plan may also be used to satisfy this standard.

**Applicant's
Finding:**

Both of the proposed parcels have the capability of meeting the required driveway standards. Each lot is capable of providing driveways which will meet the standard of a maximum driveway grade of 15% with a maximum 5% cross slope. All driveway locations will provide safe and convenient access to the parcels, meeting all standards,

City and AASHTO. All Fire Department standards will be met as shown on the attached plans.

The requirements of this code section were met with the approved Master Plan. This partition complies with the approved Master Plan. This partition application does not propose any changes to the Master Plan.

50.06.006.3 DRAINAGE STANDARDS

b. Drainage Standard for Major Developments, Partitions, Subdivisions, and Certain Structures

**Applicant's
Finding:**

The Applicant proposed a stormwater management system for the overall site that was approved with the Master Plan. Development of this site will comply with all stormwater drainage plans identified in the Master Plan. Any proposed drainage facilities on the property will be provided with public easements enabling the City to have a continuous right of access. Easements will consider the City's requirements for access and maneuverability.

The requirements of this code section were met with the approved Master Plan. This partition complies with the approved Master Plan. This partition application does not propose any changes to the Master Plan.

50.06.007 SOLAR ACCESS

50.06.007.1 SOLAR ACCESS FOR NEW DEVELOPMENT

d. Solar Design Standard

At least 80% of the lots in a development subject to this section shall comply with one or more of the options in this section. In order to be included in the 80% requirement a lot must also comply with LOC 50.06.007.1.e.

i. Basic Requirement

A lot complies with this section if it:

- (1) Has a north-south dimension of 90 ft. or more; and**
- (2) Has a front lot line that is oriented within 30° of a true east-west axis.**

ii. Protected Solar Building Line Option

In the alternative, a lot complies with this section if a solar building line is used to protect solar access as follows:

- (1) A protected solar building line for the lot is designated on the plat, or documents recorded with the plat; and**
- (2) The protected solar building line for the lot is oriented within 30° of a true east-west axis; and**
- (3) There is at least 70 ft. between the protected solar building line on the lot to the north and the middle of the north-south dimension of the lot to the south, measured along a line perpendicular to the protected solar building line; and**

(4) There is at least 45 ft. between the protected solar building line and the northern edge of the buildable area of the lot, or habitable structures are situated so that at least 80% of their south-facing wall will not be shaded by structures or non-exempt vegetation.

e. Protection from Future Shade

Structures and non-exempt vegetation must comply with the Solar Balance Point provisions, LOC 50.06.007.2, for existing lots if located on a lot that is subject to the solar design standard in LOC 50.06.007.1.d, or if located on a lot south of and adjoining a lot that complies with the solar design standard.

Applicant's Finding: Parcel 22 has a north/south dimension of greater than 90 feet and has a front lot line that is oriented within 30 degrees of a true east-west axis. A protected solar building line for Parcel 21 is indicated on the preliminary plat meeting the standards of subsection ii above. The homes proposed on the new parcels will meet the protection from future shade standards.

The requirements of this code section were met with the approved Master Plan. This partition complies with the approved Master Plan. This partition application does not propose any changes to the Master Plan.

50.06.008 UTILITIES

3. STANDARDS FOR APPROVAL

a. Utilities Required

The following utilities, whether on or off site, shall be provided to all development in the City of Lake Oswego, in accordance with City Engineering Division's policies, design standards, technical specifications and standard details:

- i. Sanitary sewer systems;
- ii. Water distribution systems;
- iii. Sidewalks and any special pedestrian ways and bicycle paths;
- iv. Street name signs;
- v. Traffic control signs and devices;
- vi. Street lights, which shall be served from an underground source of power;
- vii. Underground utility and service facilities, as required;
- viii. Streets;
- ix. Provision for underground T.V. cable.

The City Manager may require that utility designs be prepared by a registered engineer.

b. Easements or right-of-way for utilities and associated and related facilities shall be provided by the property owner. Easements for anticipated future utilities or extensions may be required by the City Manager.

c. Sanitary sewers shall be installed to serve the development and to connect the development to existing mains.

- d. Design shall take into account the capacity and grade to allow for desirable future extension beyond the development, and where required by the City Manager, extended to the upstream property line to allow for such future extension.
- e. All sanitary sewers and appurtenant structures shall be designed and constructed in conformance with City Engineering Division's policies, design standards, technical specifications and standard details, and shall include, but not be limited to, such items as:
 - i. Pipe size and materials;
 - ii. Manholes;
 - iii. Cleanouts;
 - iv. Backfill requirements;
 - v. Service laterals.
- f. All development shall be served by service lines, main water lines and fire hydrants which are connected to City mains or the water mains of water districts which provide service within the City.
- g. Design of water system improvements shall take into account provision for extension beyond the development to adequately grid or loop the City system.
- h. One water service line shall be provided to each lot in a development, or if the development does not include lots, to each building in the development. Each structure with plumbing shall connect to the water system. The system shall be designed to supply fire flow requirements of LOC Chapter 45.

Applicant's Finding: Sanitary sewer, water distribution, sidewalks/pedestrian paths, underground utility service and street improvements will be installed with this development pursuant to city standards, the Development Agreement and the Master Plan.

The requirements of this code section were met with the approved Master Plan. This partition complies with the approved Master Plan. This partition application does not propose any changes to the Master Plan.

City of Lake Oswego Tree Standards (LOC Chapter 55)

Applicant's Finding: No tree removal is proposed as part of this partition application. Tree removal was proposed and approved as part of the previous partition application and the Master Plan application. All trees on site to be retained will be protected throughout construction per the City's tree protection standards.

The requirements of this code section were met with the approved Master Plan. This partition complies with the approved Master Plan. This partition application does not propose any changes to the Master Plan.

SUMMARY AND CONCLUSION

Based upon the materials submitted herein, the Applicant respectfully requests approval from the City's Planning Department of this application for a 2-parcel minor land partition.

ORDINANCE NO. 2642

AN ORDINANCE APPROVING A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF LAKE OSWEGO AND GOODALL KNAUS, LLC, AUTHORIZING DEVELOPMENT BY A MASTER PLAN OF PARTITIONS FOR THE PARCEL LOCATED AT 12800 GOODALL ROAD (TAX LOTS 500, 502 and 503 OF TAX MAP 21E 04 BA), AND ADOPTING FINDINGS (LU 14-0021).

WHEREAS, ORS 94.504 authorizes a city to enter into a development agreement as provided in ORS 94.504 to 94.528 with any person having a legal or equitable interest in real property for the development of that property; and

WHEREAS, Goodall Knaus, LLC is the fee title owner of certain real property located at 12800 Goodall Road, as more particularly described in the Development Agreement attached as Attachment 1, and Goodall Knaus, LLC requests the City enter into the attached development agreement; and

WHEREAS, pursuant to ORS 94.513(2), a public hearing was held before the Lake Oswego City Council on May 6, 2014, and;

WHEREAS, the City Council finds that the proposed development agreement is supported by the Forest Highlands Neighborhood Association;

The City of Lake Oswego ordains as follows:

Section 1. The City Council hereby incorporates the findings set forth in the Staff Report, (LU 14-0021), as the City Council's findings supporting the adoption of this ordinance. As set forth in the incorporated material, the City Council finds that the proposed development agreement is consistent with existing City of Lake Oswego regulations.

Section 2. The Development Agreement for the development of 12800 Goodall Road by a Master Plan, which permits ministerial approval of a series of partitions upon the Master Plan being found to be in compliance with Lake Oswego regulations, is hereby approved in the form set forth in Attachment 1. The Mayor is authorized to execute the Development Agreement on behalf of the City of Lake Oswego.

Enacted at the regular meeting of the City Council of the City of Lake Oswego held on the 6th day of May, 2014.

AYES: Mayor Studebaker, Bowerman, Gudman, Gustafson, Jordan, O'Neill

NOES: None

ABSTAIN: None

RECUSED: Hughes

Ordinance No. 2642

Page 1 of 2

EXHIBIT F-2
LU 14-0062

Kent Studebaker
Kent Studebaker, Mayor

Dated: May 8, 2014

ATTEST:

Catherine Schneider
Catherine Schneider, City Recorder

APPROVED AS TO FORM:

David D. Powell
David D. Powell
City Attorney

Clackamas County Official Records		2014-022994
Sherry Hall, County Clerk		05/15/2014 01:41:40 PM
D-DEVA	Cnt=2 Stn=2 LESLIE	
\$130.00	\$16.00 \$5.00 \$10.00 \$20.00 \$22.00	\$203.00

After recording return to:

Michael C. Robinson
 Perkins Coie LLP
 1120 NW Couch St
 Tenth Floor
 Portland, OR 97209

FIRST AMERICAN RECORDS 2014-88

DEVELOPMENT AGREEMENT
 between

City of Lake Oswego, Oregon, and Goodall Knaus, LLC

This Development Agreement ("Agreement") is made and entered into this 7 day of May, 2014 by and between the **CITY OF LAKE OSWEGO**, a municipal corporation of the State of Oregon ("City"), and **GOODALL KNAUS, LLC**, an Oregon limited liability company ("Developer") pursuant to ORS 94.504 to 94.528. The City and Developer may be referred to jointly in this Agreement as the "Parties" and individually as a "Party."

RECITALS

- A. Developer is the legal owner of approximately 7.35 acres of real property in the City located at the northeast corner of SW Knaus Road and SW Goodall Road and described in Exhibit A attached hereto ("Property").
- B. Developer intends to develop the Property with up to 16 single-family residential dwelling units.
- C. Development of the Property with 16 single-family residential dwelling units will generate approximately 160 average daily trips, with approximately 10% of those trips occurring during the PM peak hour.
- D. Developer will manage the Property, as developed, to maintain pre-development stormwater discharge conditions and consistent with City stormwater regulations.

First American Title Accommodation
 Recording Assumes No Liability

E. The Property is located within the boundaries of the Forest Highlands Neighborhood Association ("FHNA"), a recognized neighborhood association pursuant to the Lake Oswego Comprehensive Plan. Following significant consultation with FHNA, Developer has determined that the best and only method for developing the Property in compliance with the Lake Oswego Code ("LOC") is to develop the property through a series of major and minor partitions governed by a master plan ("Master Plan").

F. In order to provide certainty for the Developer and FHNA regarding the proposed development, and to ensure the construction and orderly provision of adequate public facilities to the development, Developer and City desire to enter into this Agreement.

AGREEMENT

In consideration of the mutual promises and performance obligations of each Party set out in this Agreement, the City and Developer hereby agree to the following terms and conditions, including the five (5) exhibits, attached hereto and incorporated as referenced herein.

1. Effective Date and Term of Agreement.

This Agreement shall be effective upon the later of (1) adoption of an ordinance by the City approving this Agreement pursuant to ORS 94.508 and (2) execution of this Agreement by both Parties. As used herein "adoption of an ordinance by the City," means the date upon which the ordinance becomes effective. The Agreement shall continue in effect for a period of five (5) years after its effective date, unless it is terminated in accordance with Section 10 of this Agreement.

2. Description of Development Authorized and Required by this Development Agreement.

2.1 **Permitted Use.** The permitted uses are single-family residential use and accessory uses associated with single-family residential use.

2.2 **Density.** The ultimate maximum density will be 16 single-family residential dwelling units, each on a separate parcel, developed in a series of three partitions over three years. The first of these partitions occurred in 2013, and the two remaining partitions are scheduled to be applied for and recorded in 2014 and 2015, respectively. Development will be consistent with the preliminary plan attached as Exhibit B ("Preliminary Plan").

2.3 **Height and Size of Structures.** The maximum structure height will be determined pursuant to the LOC standards and criteria applicable to the R-7.5 zoning district as they exist on the effective date of this Agreement. The maximum size of structures shall be determined pursuant to the LOC standards for setback, lot coverage, and floor area ratio applicable to the R-7.5 zoning district, as these standards exist on the effective date of this Agreement.

2.4 Architectural Style of Structures. The Developer will prepare and record architectural covenants that govern the exterior design of structures within the development. These covenants are neither required by the City as part of this Development Agreement nor will be enforceable by the City, but nevertheless the Developer represents to the City, for the benefit of FHNA, that the Developer will require use of high-quality architectural features and materials for all permanent structures and will require that all walls of residences facing public streets incorporate windows. The covenants relating to exterior design of structures must comply with all applicable city code requirements, e.g. LOC 50.06.001.2. These covenants will run with the land and bind future builders and owners. Any modification of the covenants shall not eliminate the necessity for compliance with all applicable city code requirements.

2.5 Landscape Buffers. Developer will design and install a landscape buffer on the boundaries of the Property, as illustrated in Exhibit C, adjacent to Knaus Road and Goodall Road in order to buffer the view of the Property from adjacent streets and homes. Pursuant to LOC 50.06.004.2.c.i, a "bad neighbor" fencing will not be installed on the boundaries.

2.6 Exterior Illumination on Residences. Although not required by the City as part of this Development Agreement nor enforceable by the City, nevertheless the Developer represents for the benefit of FHNA that exterior illumination on residences shall be designed and operated consistent with "dark sky" principles concerning shielding, orientation, and type of lamp.

3. Infrastructure Improvements and Dedications.

The Developer will be responsible, at Developer's expense, for constructing all of the required public infrastructure and services as set forth in the Master Plan for the development, further described in Section 5, below. Developer:

3.1 Shall complete all such public improvements prior to the recording of the final plat for the second partition; or

3.2 May record the final plat prior to completion of the required public improvements pursuant to LOC 50.07.003.9, provided that the Developer posts a bond, letter of credit or other security acceptable to the City sufficient to fulfill the obligation to construct the public improvements prior to the issuance of any building permits for any residences on the site, as set forth in the Master Plan. The amount of the bond shall be 120% of the estimated cost of constructing the public improvements as determined by Developer's engineer, subject to review and approval by the City engineer.

Except as otherwise provided in this Agreement, Developer will dedicate the public rights-of-way and easements as required by the Master Plan on the final plat for the first partition.

City acknowledges that, subject to Developer's provision of public infrastructure and services in accordance with this Section 3, Developer will have met the requirement of LOC 50.07.003.5 to alleviate the need for public services and sidewalks created or

contributed to by the proposed development for the Knaus Road and Goodall Road rights-of-way. Additional off-site public improvements, if any, will be addressed in the Master Plan as referenced in Section 3.6.

3.3 Streets within the development shall be developed consistent with the City Engineer's Policy Memorandum entitled "Guidelines and Standards for New Streets and Frontage Improvements in the Urbanizing Rural Fringe and Transition Neighborhoods" (effective February 1, 2005).

3.3.1 Pathways shall be designed to match pathways existing on the effective date of this Agreement on the south side of Knaus Road in the vicinity of the Property.

3.3.2 New street lights shall be: (a) located only at street intersections pursuant to LOC 50.06.004.3.b.v; (b) limited to a total of three (3) within the development; (c) Providence style lamp on visco pole using LED lights, and (d) designed and operated consistent with LOC 50.06.004.3.b.v. No "cobra" light fixtures shall be used on said street lights.

3.4 **Open Space To Be Calculated on Gross Acreage of Entire Ownership.** LOC 50.06.005.1.a requires Major Partitions (defined as a partition that includes the creation of a street) with more than 75,000 square feet of area provide twenty percent (20%) open space. Because Developer has applied for and recorded one partition plat and will apply for approval of two more Major Partitions as described in Section 2.3 above, the twenty percent (20%) landscaping requirement shall be calculated on the entire 7.35 acre development site; each of the three Major Partitions that are the subject of this Agreement may have more or less than twenty percent (20%) open space, PROVIDED the total open space provided in the three (3) Major Partitions equals at least twenty percent (20%) of the gross acreage of the entire 7.35-acre development site. A copy of the open space plan for the Property demonstrating compliance with this requirement is set forth in Exhibit C.

3.5 **Creation of Public Right-of-Way by Separate Instrument.** Developer proposes to dedicate, and the City agrees to accept, a deed attached as Exhibit D providing for the dedication in favor of the public that certain real property described in Exhibit D for the purpose of a public street, prior to the recording of a Major Partition Plat. The dedication of the property legally described in Exhibit D conforms to the location of the public street shown in the Preliminary Plan depicted in Exhibit B to be achieved through a Type 1 property line adjustment. Even though the street is being dedicated prior to the Master Plan approval for partitions that will use the street for access, rather than as a condition of approval of the creation of the Master Plan, the partitions shall still be considered to be "major" partitions for purposes of compliance with applicable code provisions.

3.6 **Master Plan.** The Developer shall submit a Master Plan application for approval by the City.

4. Fees and Charges.

The fee charged for the review of the Master Plan shall equal the City's fee for the review of a subdivision, as of the date of the application for the Master Plan. The fees charged for the review of each partition application shall equal the City's fee for a lot line adjustment as of the date of each partition application.

5. Schedule and Procedure for Compliance Review.

5.1 Within 60 days after approval of this Agreement, Developer shall submit a Master Plan for the serial partitions to the City for approval. The Master Plan shall be consistent with the Preliminary Plan and shall consist of:

5.1.1 Plans showing the approved partition for 2013 and the proposed partitions for calendar years 2014 and 2015.

5.1.2 A final plan showing development at build out, including required public infrastructure.

5.1.3 A development schedule, including a schedule for review of building, grading and other permits.

5.2 City shall review the proposed Master Plan as a "minor development" as that term is utilized in the LOC. The Master Plan shall demonstrate compliance with applicable criteria and standards as set forth in the City Code as of the effective date of this Agreement. Developer acknowledges that the FHNA's unequivocal support of the Agreement will not prevent meaningful participation by the FHNA during the Master Plan process.

5.3 Notwithstanding Section 3.5 of this Agreement, following approval of the Master Plan, subsequent partitions shall be reviewed as ministerial developments pursuant to the LOC. The sole criterion for approval of subsequent partitions is demonstration of compliance with the approved Master Plan.

5.4 Following approval of the Master Plan, the City shall review any proposed amendments to the Master Plan as a minor development pursuant to the LOC. Modifications of the development schedule shall not be considered a modification of the Master Plan. Developer will send written notice of any modifications to the development schedule to the City Planning and Building Services Director and to the Chair of the FHNA.

5.5 Construction of the development shall commence no later than December 31, 2014 and shall be completed no later than December 31, 2016.

6. Early Construction Permits Authorized.

6.1 Developer and the City acknowledge that the development site has been designated as the site of the 2015 Portland Homebuilders' Association "NW Natural Street

of Dreams." In order to have participating homes ready by the commencement of the event in August 2015, Developer desires that it and associated contractors and builders be allowed to commence construction of single family dwellings before recording of all partition plats. Subject to all other City requirements, Developer and associated contractors and builders may apply for and receive permits for construction of not more than two (2) single family dwellings on a parcel, PROVIDED that the City shall not grant an occupancy permit for permanent or temporary occupancy for more than one (1) single family dwelling per parcel until such time as each respective Major Partition Plat is recorded and each single family dwelling is situated on its own partition plat-approved parcel. Developer shall execute and record a notice of occupancy prohibition until the parcel upon which the residence is located is created in a recorded partition plat so that there is only one occupied house upon each parcel; a termination of such notice shall be recorded with the approval of the City prior to issuance of an occupancy permit. Developer shall not apply for early building permits until the Property contains nine (9) lots of record, as reflected in the phasing plan in Exhibit E. In consideration for the allowance of early construction and to assure that each dwelling is on a lot of record by January 1, 2016, Developer shall file a complete and executed partition application or applications into an escrow account with instructions that the application or applications may be submitted and processed for approval and recorded by the City if a final partition plat is not recorded by January 1, 2016 that results in a dwelling not being on its own lot of record. Developer shall, prior to issuance of an early building permit for a second house on a parcel, submit an irrevocable letter of credit in favor of the City for the costs of processing and recording the partition, in such amount as determined by the City Manager.

7. Continuing Effect of Agreement.

7.1 In the case of any change in regional policy or federal or state law or other change in circumstance which renders compliance with this Agreement impossible or unlawful, the Parties will attempt to give effect to the remainder of this Agreement, but only if such effect does not prejudice the substantial rights of either Party under this Agreement. If the substantial rights of either Party are prejudiced by giving effect to the remainder of this Agreement, then the Parties shall negotiate in good faith to revise this Agreement to give effect to its original intent. If, because of a change in policy, law or circumstance, this Agreement fails of its essential purpose (vesting of allowed uses and limitations on development conditions and fees and charges) then the Parties shall be placed into their original position to the extent practical. It is the intent of this Agreement to vest development rights and conditions, including but not limited to the permitted uses, density and intensity of uses, infrastructure improvements and fees and charges as set forth in this Agreement, notwithstanding any change in local ordinance or policy.

7.2 The Property is within the City limits of the City of Lake Oswego, so the requirements of ORS 94.504(2)(L) are not applicable to this Agreement.

8. Assignability of Agreement.

This Agreement shall be not be assigned by the Developer, in whole or in part, absent the written approval of the City, which shall not be unreasonably withheld.

9. Default; Remedy.

9.1 Default/Cure. The following shall constitute defaults on the part of a Party:

9.1.1 A breach of a material provision of this Agreement, whether by action or inaction of a Party which continues and is not remedied within sixty (60) days after the other Party has given notice specifying the breach; provided that if the non-breaching Party determines that such breach cannot with due diligence be cured within a period of sixty (60) days, the non-breaching Party may allow the breaching Party a longer period of time to cure the breach, and in such event the breach shall not constitute a default so long as the breaching Party diligently proceeds to affect a cure and the cure is accomplished within the longer period of time granted by the non-breaching Party; or

9.1.2 Any assignment by a Party for the benefit of creditors, or adjudication as a bankrupt, or appointment of a receiver, trustee or creditor's committee over a Party.

9.2 Remedies. Each Party shall have all available remedies at law or in equity to recover damages and compel the performance of the other Party pursuant to this Agreement. The rights and remedies afforded under this Agreement are not exclusive and shall be in addition to and cumulative with any and all rights otherwise available at law or in equity. The exercise by either Party of any one or more of such remedies shall not preclude the exercise by it, at the same or different time, of any other such remedy for the same default or breach or of any of its remedies for any other default or breach by the other Party, including, without limitation, the right to compel specific performance.

10. Amendment or Termination of Agreement.

This Agreement may only be amended or terminated by the mutual consent of the Parties or their successors in interest pursuant to ORS 94.522.

11. Miscellaneous Provisions.

11.1 Notice. A notice or communication under this Agreement by either Party shall be in writing and shall be dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered by either personal delivery or nationally-recognized overnight courier (such as UPS or Federal Express) or by facsimile transmission, and

11.1.1 In the case of a notice or communication to Developer, addressed as follows:

Goodall Knaus, LLC
ATTN: Jesse Nemecek
5285 SW Meadows Rd
Ste 171
Lake Oswego, Oregon 97035

With copy to: Michael C. Robinson
Perkins Coie LLP
1120 NW Couch St
Tenth Floor
Portland, Oregon 97209

11.1.2 In the case of a notice or communication to City, addressed as follows:

City of Lake Oswego
ATTN:Scot Siegel, Director of Planning and Building Services
380 A Avenue
P.O. Box 369
Lake Oswego, Oregon 97034

With copy to: David D. Powell, City Attorney
380 A Avenue
P.O. Box 369
Lake Oswego, Oregon 97034

or addressed in such other way in respect to a Party as that Party may, from time to time; designate in writing dispatched as provided in this section.

11.1.3 In the case of notice or communication to the FHNA, addressed to the Chair of the FHNA at the name and address on file with the City Planning Department.

11.2 **Headings.** Any titles of the sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

11.3 **Counterparts.** In the event this Agreement is executed in two (2) or more counterparts, each counterpart shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

11.4 **Waivers.** No waiver made by either Party with respect to the performance, or manner or time thereof, of any obligation of the other Party or any condition inuring to its benefit under this Agreement shall be considered a waiver of any other rights of the Party making the waiver. No waiver by City or Developer of any provision of this Agreement or any breach thereof shall be of any force or effect unless in writing; and no such waiver shall be construed to be a continuing waiver.

11.5 **Attorneys' Fees.** In the event of a suit, action, arbitration, or other proceeding of any nature whatsoever, including, without limitation, any proceeding under U.S. Bankruptcy Code, is instituted to interpret or enforce any provision of this Agreement, or with respect to any dispute relating to this Agreement, including, without limitation, any action in which a declaration of rights is sought or an action for rescission, the prevailing Party shall be entitled to recover from the losing Party its reasonable attorneys', paralegals',

accountants', and other experts' fees and all other fees, costs, and expenses actually incurred and reasonably necessary in connection therewith, as determined by the judge or arbitrator at trial or arbitration, as the case may be, or on any appeal or review, in addition to all other amounts provided by law. This provision shall cover costs and attorneys' fees related to or with respect to proceedings in Federal Bankruptcy Courts, including those related to issues unique to bankruptcy law. In the event the prevailing party is represented by "in-house" counsel, the prevailing party shall nevertheless be entitled to recover reasonable attorney fees based upon the reasonable time incurred and the attorney fee rates and charges reasonably and generally accepted in the metropolitan Portland, Oregon, area for the type of legal services performed.

11.6 Time of the Essence. Time is of the essence under this Agreement.

11.7 Choice of Law. This Agreement shall be interpreted under the laws of the State of Oregon.

11.8 Calculation of Time. All periods of time referred to herein shall include Saturdays, Sundays, and legal holidays in the State of Oregon, except that if the last day of any period falls on any Saturday, Sunday, or legal holiday in the State of Oregon, the period shall be extended to include the next day which is not a Saturday, Sunday, or such a holiday.

11.9 Construction. In construing this Agreement, singular pronouns shall be taken to mean and include the plural and the masculine pronoun shall be taken to mean and include the feminine and the neuter, as the context may require.

11.10 Severability. Consistent with Section 7 above, if any clause, sentence or any other portion of the terms and conditions of this Agreement becomes illegal, null or void for any reason, the remaining portions will remain in full force and effect to the fullest extent permitted by law.

11.11 Place of Enforcement. Any action or suit to enforce or construe any provision of this Agreement by any Party shall be brought in the Circuit Court of the State of Oregon for Clackamas County, or the United States District Court for the District of Oregon.

11.12 Good Faith and Reasonableness. The Parties intend that the obligations of good faith and fair dealing apply to this Agreement generally and that no negative inferences be drawn by the absence of an explicit obligation to be reasonable in any portion of this Agreement. The obligation to be reasonable shall only be negated if arbitrariness is clearly and explicitly permitted as to the specific item in question, such as in the case of a Party being given "sole discretion" or being allowed to make a decision in its "sole judgment."

11.13 Condition of City Obligations. All City obligations pursuant to this Agreement which require the expenditure of funds are contingent upon future appropriations by the City as part of the local budget process. Nothing in this Agreement implies an obligation on the City to appropriate any such monies.

11.14 Cooperation in the Event of Legal Challenge. In the event of any legal action instituted by a third party or other governmental entity or official challenging the validity of any provision of this Agreement, the Parties agree to cooperate in defending such action.

11.15 Enforced Delay, Extension of Times of Performance. In addition to the specific provisions of this Agreement, performance by any Party shall not be in default where delay or default is due to war; insurrection, strikes, riots, floods, drought, earthquakes, fires, casualties, acts of God, governmental restrictions imposed or mandated by governmental entities other than the City, enactment of conflicting state or federal laws or regulations, new or supplementary environmental regulation, litigation or similar bases for excused performance which is not within reasonable control of the Party to be excused; provided, however, that the Parties agree to proceed in accordance with Section 7 in the event of the occurrence of any of the foregoing events also described in Section 7.

11.16 Other Necessary Acts. Each Party shall execute and deliver to the other all such further instruments and documents and take such additional acts (which, in the case of the City, shall require adopting necessary ordinances and resolutions) as may be reasonably necessary to carry out this Agreement in order to provide and secure to the other Parties the full and complete enjoyment of rights and privileges hereunder.

11.17 Entire Agreement. This Agreement constitutes the entire agreement between the Parties as to the subject matter covered by this Agreement.

11.18 Interpretation of Agreement. This Agreement is the result of arm's length negotiations between the Parties and shall not be construed against any Party by reason of its preparation of this Agreement.

11.19 Capacity to Execute; Mutual Representations. The Parties each warrant and represent to the other that this Agreement constitutes a legal, valid, and binding obligation of that Party. Without limiting the generality of the foregoing, each Party represents that its governing authority has authorized the execution, delivery, and performance of this Agreement by it. The individuals executing this Agreement warrant that they have full authority to execute this Agreement on behalf of the entity for whom they purport to be acting. Each Party represents to the other that neither the execution and delivery of this Agreement, nor performance of the obligations under this Agreement will conflict with, result in a breach of, or constitute a default under, any other agreement to which it is a party or by which it is bound.

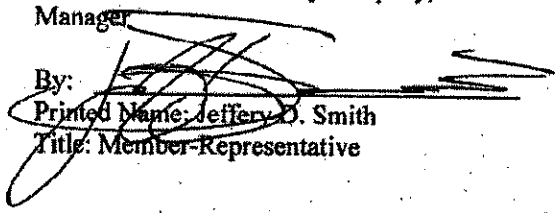
11.20 Recording. City shall cause this Agreement to be recorded pursuant to ORS 94.528.

11.21 Form of Agreement; Exhibits. This Agreement consists of 11 pages and five exhibits. The exhibits are identified as follows: Exhibit A (Legal Description of Property); Exhibit B (Preliminary Plan); Exhibit C (Buffering and Open Space Plan); Exhibit D (Deed and Legal Description for Public Right-of-Way); and Exhibit E (Phasing Plan).

Executed as of the day and year first above written.

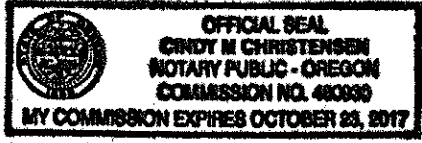
GOODALL KNAUS, LLC,
an Oregon limited liability company

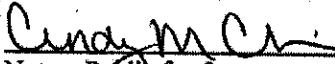
By: VCJT, LLC,
an Oregon limited liability company,
Manager

By: 
Printed Name: Jeffrey D. Smith
Title: Member-Representative

STATE OF OREGON)
) ss.
County of Clackamas)

The foregoing instrument was acknowledged before me this 7th day of May 2014, by Jeffrey D. Smith as Member-Representative of the Manager of Goodall Knaus, LLC, an Oregon limited liability company, on behalf of said company.



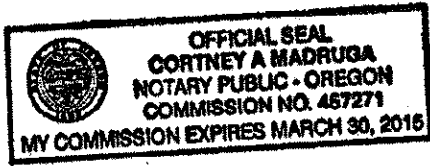

Notary Public for Oregon
My Commission Expires: 10-23-2017


CITY OF LAKE OSWEGO

By: 
Kent Studebaker, Mayor

STATE OF OREGON)
) ss.
County of CLACKAMAS)

The foregoing instrument was acknowledged before me this 7th day of May 2014, by Kent Studebaker as Mayor of the City of Lake Oswego, Oregon, duly authorized by the City Council to execute this agreement on behalf said city.




Notary Public for Oregon
My Commission Expires: March 30, 2015

37891-0047/LEGAL27537846.12

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

Parcel 1 of Partition Plat 2005-121, Clackamas County, Oregon.

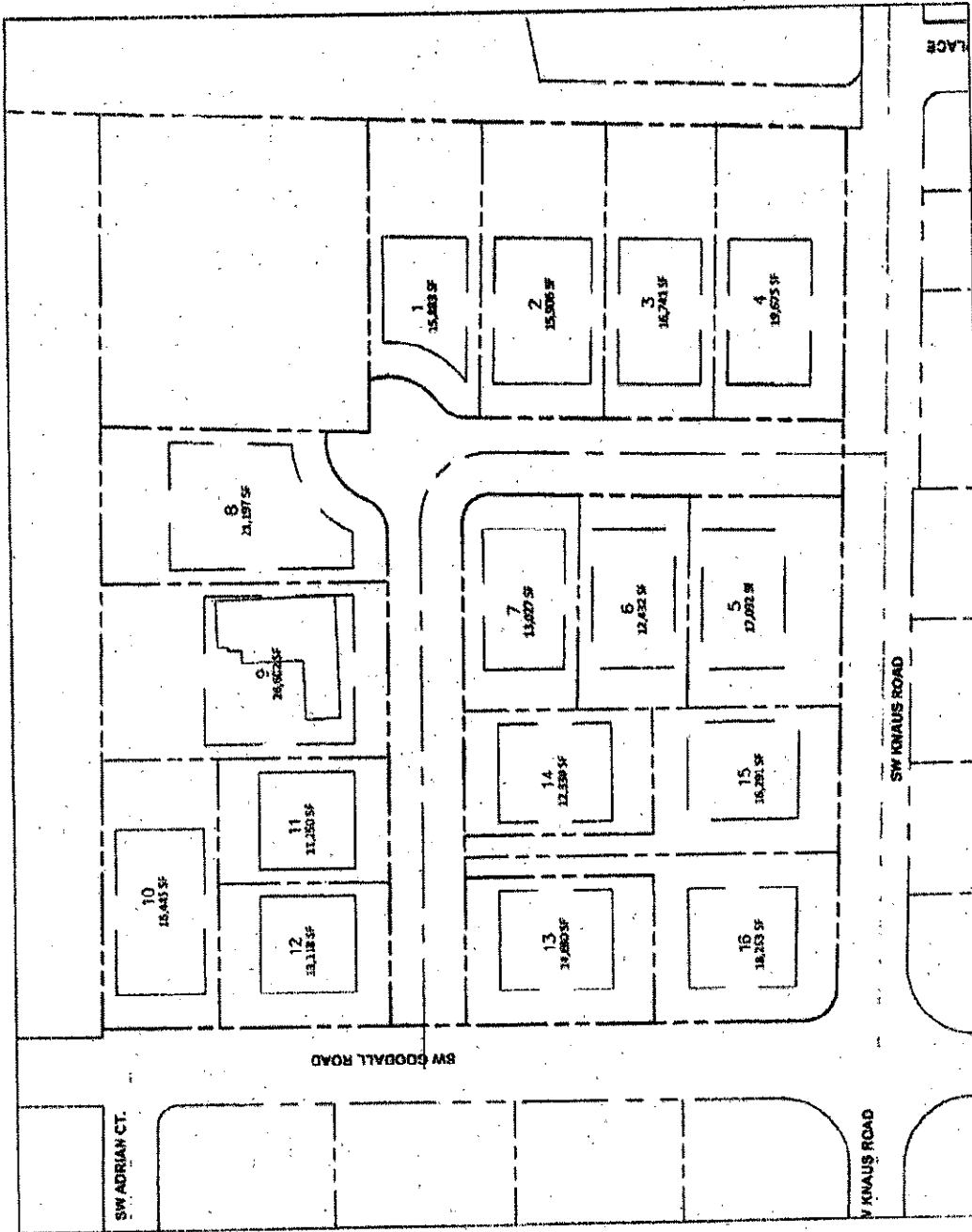


EXHIBIT B

The Highlands
Preliminary Parcelization Plan

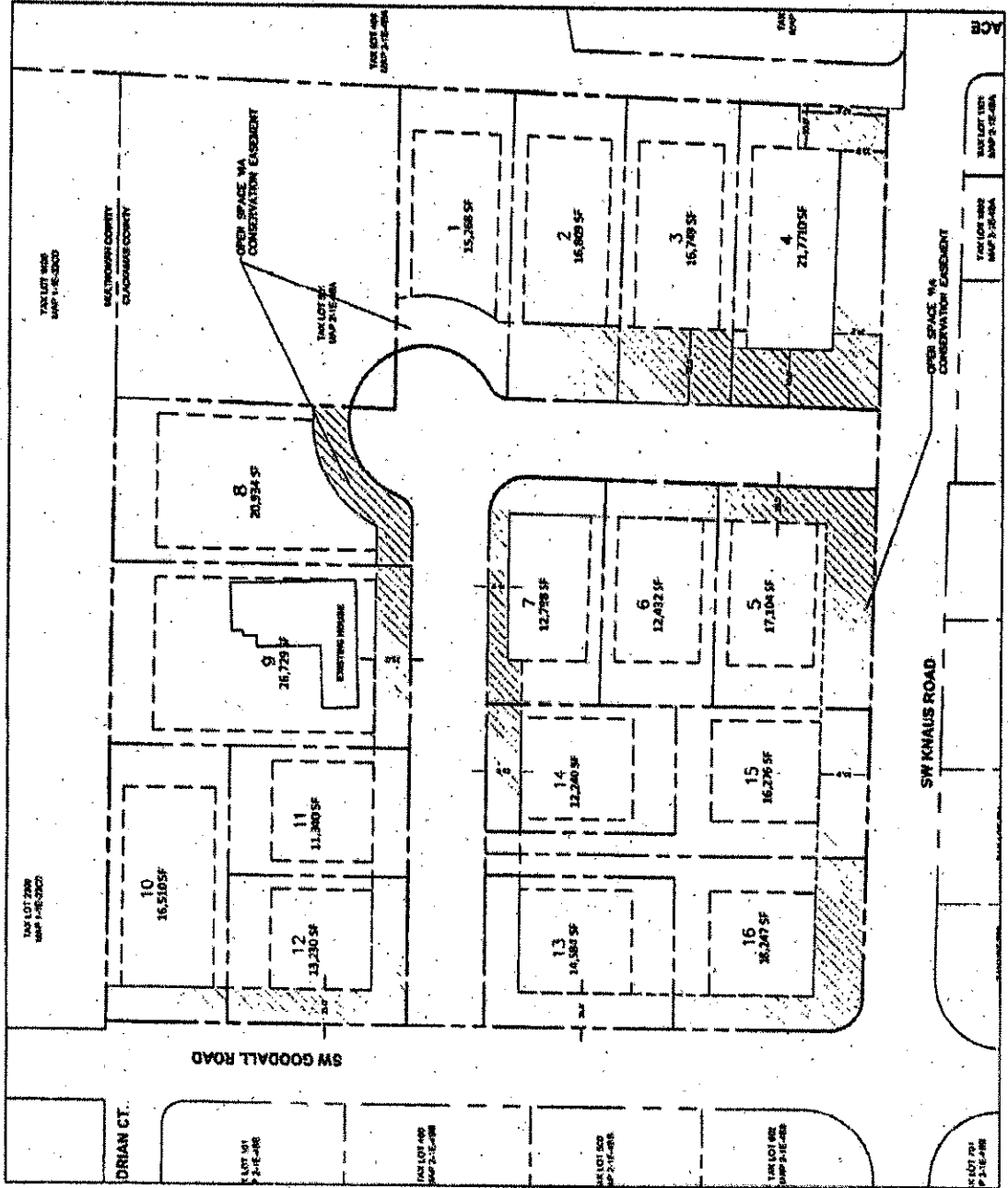
APRIL 2014

3

SITE STATISTICS

Size: 7.05 acres
 Open Space Req. (20%): 1.41 acres
 Open Space Provided: 1.61 acres
 Deduction from Open Space for Driveways: 0.20 acres*

*Driveways within the open space are not counted towards the open space requirement.



The Highlands
 Open Space - Exhibit C

April 2014

FIRST AMERICAN
BLDRS 2014-88

<p>Name of Document For Recording: Dedication Dedicator: Goodall Knaus LLC, an Oregon limited liability company 5285 Sw Meadows Rd, Lake Oswego OR, 97034 Dedicatee: City of Lake Oswego, PO Box 369, Lake Oswego, Oregon 97034 Consideration: \$None Tax Statement to be mailed to: No change. Statutory Recordation Authority: ORS 205.130(3). <u>After Recording, Return To:</u> City of Lake Oswego, Attn: City Recorder, P.O. Box 369, Lake Oswego, OR 97034</p>	<p>(For County Recording Use Only)</p>
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DEDICATION

Dedicator: Goodall Knaus LLC, an Oregon limited liability company

Dedicatee: City of Lake Oswego

1. Dedication and Purpose. The above named Dedicator does hereby dedicate to the Dedicatee, pursuant to ORS 92.175(1)(c), for the use of the general public forever that certain real property located in the City of Lake Oswego, State of Oregon that is more particularly bounded and described below, for the following purposes: Public Street
2. Description of Dedicated Area. The real property which is the subject of this Dedication is located in the County of Clackamas, State of Oregon, and more particularly described as follows:

"See Exhibit A attached."

3. Nature of Dedication. The designation of the City of Lake Oswego as the Dedicatee is for the benefit of the recording officer of the county in which the dedicated land is located. It is acknowledged by Dedicator and Dedicatee that this instrument is not to be construed as conveying any title, interest, or ownership directly to the Dedicatee as grantee, but that Dedicatee is named solely in the nature of a governmental representative of the general public. This instrument is a dedication to the public generally, not to any specific grantee, including to a municipality. See Carter v. City of Portland, 4 Or. 339, 347 (1873). This dedication does not create a separate parcel, as this dedication is in the nature of a public easement. See Kurtz v. Southern Pac. Co., 80 Or. 213, 155 P. 367 (1916); Haberly v. Treadgold, 67 Or. 425, 136 P. 334 (1913); Sharkey v. City of Portland, 58 Or. 353, 362, 106 P. 331, 114 P. 933 (1911). The appropriate

EXHIBIT "D"

First American Title Accommodation
Recording Assumes No Liability

governmental entity may exercise jurisdiction over the dedicated area, including the rights and procedures for vacation of the dedication, pursuant to ORS 271.080 – 271.230 and successor Oregon statutes. Upon change of governmental jurisdiction due to annexation, withdrawal, or otherwise, transfer of jurisdiction over the dedicated area shall occur as a matter of law and no conveyance or deed by Dedicatee is necessary.

4. ~~Consideration.~~ This Dedication is given to comply with a condition of land use approval, without receipt of any monetary consideration.
5. Representation of Title / Request for Subordination. Dedicator warrants to the Dedicatee that Dedicator is the fee title owner of the real property upon which this dedicate is granted, free and clear of all taxes, liens and encumbrances, except as follows, in which event if specifically listed the holders of the liens or encumbrances are hereby requested to subordinate to this Dedication, for the benefit of the Dedicator's adjacent and underlying real property: M&T Bank
6. Construction. In construing this dedication and where the context so require, the singular includes the plural and all grammatical changes shall be implied to make the provisions hereof apply equally to corporations and to individuals.

IN WITNESS WHEREOF, the undersigned Dedicator have hereunto executed this Dedication on the date stated below the (respective) Dedicator's signature.

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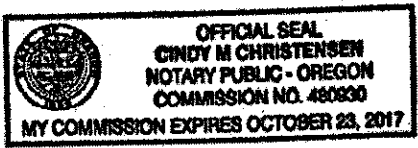
Dedicator Name: Vergepointe Capital Fund XVII, LP, A Delaware limited partnership, it's manager

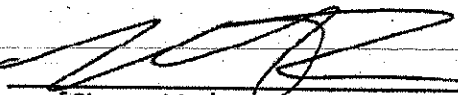
By: [Signature]

Name of Signor: Scott Roberts
Office/Title of Signor: Scott Roberts as Manager of VCJT LLC , an Oregon Limited Liability Company Sole Member of VCFGPXVII, LLC, an Oregon limited liability company, general partner of Vergepointe Capital Fund XVII, LP a Delaware limited partnership, manager of Goodall Knaus, LLC.

State of Oregon)
) ss.
County of Clackamas)

On this 12th day of May, 2014, before me the undersigned Notary Public, personally appeared Scott Roberts as Manager of VCJT LLC , an Oregon Limited Liability Company Sole Member of VCFGPXVII, LLC, an Oregon limited liability company, general partner of Vergepointe Capital Fund XVII, LP a Delaware limited partnership, manager of Goodall Knaus, LLC.

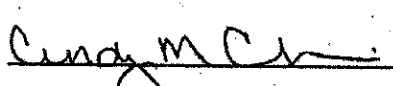

WITNESS my hand and official seal Notary Signature	Notary Seal (Do not place seal over any portion of text or signature)
<u>[Signature]</u> Notary name: <u>Cindy M Christensen</u>	

By: 

Name of Signor: Mathew Vance
Office/Title of Signor: Manager of VCJT, LLC an Oregon limited liability company, sole member of VCFGP XVII, LLC an Oregon limited liability company, general partner of Vergepointe capital Fund XVII, LP a Delaware limited partnership, manager of Goodall Knaus, LLC

State of Oregon)
) ss.
County of Clackamas)

On this 12th day of May, 2014, before me the undersigned Notary Public, personally appeared Mathew Vance as Manager of VCJT, LLC an Oregon limited liability company, sole member of VCFGP XVII, LLC an Oregon limited liability company, general partner of Vergepointe capital Fund XVII, LP a Delaware limited partnership, manager of Goodall Knaus, LLC

WITNESS my hand and official seal Notary Signature	Notary Seal (Do not place seal over any portion of text or signature)
<u></u> Notary name: <u>Cindy M. Christensen</u>	

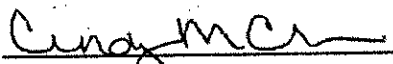
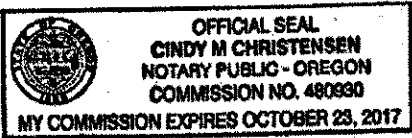
By _____

Name of Signor: Jeffrey Smith

Office/Title of Signor: Manager of VCJT, LLC an Oregon limited liability company, sole member of VCFGP XVII LLC, an Oregon limited liability company, general partner of Vergepointe Capital Fund XVII, LP, a Delaware limited partnership, manager of Goodall Knaus, LLC.

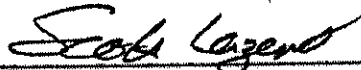
State of Oregon)
) ss.
County of Clackamas)

On this 12th day of May, 2014, before me the undersigned Notary Public, personally appeared Jeffrey Smith, Manager of VCJT, LLC an Oregon limited liability company, sole member of VCFGP XVII LLC, an Oregon limited liability company, general partner of Vergepointe Capital Fund XVII, LP, a Delaware limited partnership, manager of Goodall Knaus, LLC.

WITNESS my hand and official seal Notary Signature	Notary Seal (Do not place seal over any portion of text or signature)
 Notary name: <u>Cindy M Christensen</u>	

This document is accepted pursuant to authority and approved for recording.

City of Lake Oswego, Oregon



Scott Lazenby, City Manager

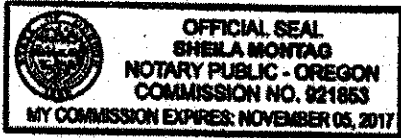


State of Oregon)
) ss.
County of Clackamas)

On this 14th day of May, 2014, before me the undersigned Notary Public, personally appeared Scott Lazenby,

- personally known to me
- proved to me on the basis of satisfactory evidence

To be the person who executed the within instrument as City Manager or on behalf of the entity therein named, pursuant to authority, and acknowledged to me the execution hereof.

WITNESS my hand and official seal Notary Signature	Notary Seal (Do not place seal over any portion of text or signature)
<p><u>Sheila Montag</u></p> <p>Notary name: <u>Sheila Montag</u></p>	

OFFICIAL SEAL
SHEILA MONTAG
NOTARY PUBLIC - OREGON
COMMISSION NO. 921863
MY COMMISSION EXPIRES: NOVEMBER 05, 2017

LEGAL DESCRIPTION
RIGHT OF WAY DEDICATION
PARTITION PLAT 2013-060

#7243
5/12/14 MAR

EXHIBIT "A"

A TRACT OF LAND LOCATED IN THE NORTHEAST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SECTION 4, TOWNSHIP 2 SOUTH, RANGE 1 EAST, WILLAMETTE MERIDIAN, CITY OF LAKE OSWEGO, CLACKAMAS COUNTY, OREGON, BEING A PORTION OF PARCEL 1, 2 AND 3, PARTITION PLAT 2013-060, CLACKAMAS COUNTY PLAT RECORDS, SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF PARCEL 3, PARTITION PLAT 2013-060; THENCE ALONG THE EAST LINE OF SW GOODALL ROAD (COUNTY ROAD NO. 676)(31.00 FEET FROM CENTERLINE) S.00°22'35"E., 211.00 FEET TO THE POINT-OF-BEGINNING; THENCE S.89°37'25"E., 356.43 FEET; THENCE 18.38 FEET ALONG THE ARC OF A 15.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 70°12'47" (THE LONG CHORD BEARS N.55°16'11"E., 17.25 FEET); THENCE 75.96 FEET ALONG THE ARC OF A 53.50 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 81°20'42" (THE LONG CHORD BEARS N.60°50'10"E., 69.74 FEET) TO THE WEST LINE OF THAT TRACT OF LAND DESCRIBED IN DEED TO THAYER CHEATHAM WILLIS, RECORDED JULY 9, 1990, IN DOCUMENT NUMBER 90-32584, CLACKAMAS COUNTY DEED RECORDS; THENCE ALONG SAID WEST LINE, S.01°56'35"W., 31.13 FEET TO THE SOUTHWEST CORNER OF SAID WILLIS TRACT; THENCE ALONG THE SOUTH LINE THEREOF, S.89°26'57"E., 39.62 FEET; THENCE 78.35 FEET ALONG THE ARC OF A 53.50 FOOT RADIUS, NON-TANGENT CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 83°54'50" (THE LONG CHORD BEARS S.18°55'29"W., 71.54 FEET); THENCE 15.57 FEET ALONG THE ARC OF A 15.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 59°29'00" (THE LONG CHORD BEARS S.31°08'25"W., 14.88 FEET); THENCE S.01°23'54"W., 263.72 FEET TO THE NORTH RIGHT-OF-WAY LINE OF SW KNAUS ROAD (COUNTY ROAD NO. 676)(31.00 FEET FROM CENTERLINE); THENCE ALONG SAID RIGHT-OF-WAY LINE N.88°36'06"W., 55.00 FEET; THENCE N.01°23'54"E., 248.31 FEET; THENCE 42.10 FEET ALONG THE ARC OF A 26.50 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 91°01'19" (THE LONG CHORD BEARS N.44°06'45"W., 37.81 FEET); THENCE N.89°37'25"W., 357.86 FEET TO THE EAST RIGHT-OF-WAY LINE OF SW GOODALL ROAD (COUNTY ROAD NO. 676)(31.00 FEET FROM CENTERLINE); THENCE ALONG SAID RIGHT-OF-WAY LINE N.00°22'35"E., 55.00 FEET TO THE POINT-OF-BEGINNING, CONTAINING 43891 SQUARE FEET, MORE OR LESS.

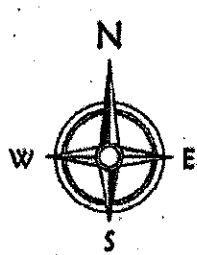
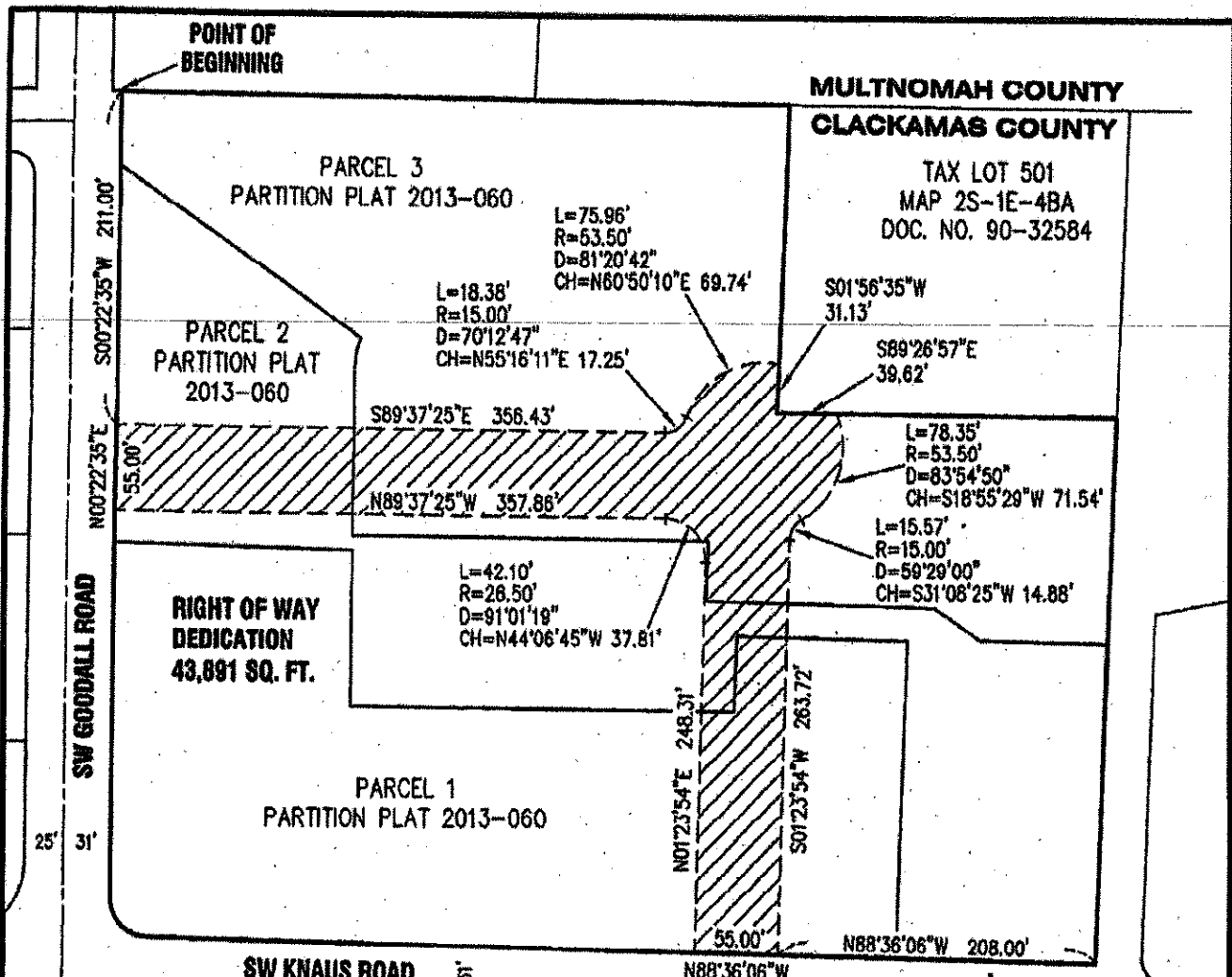
REGISTERED
PROFESSIONAL
LAND SURVEYOR

Michael A. Rademacher

OREGON
JULY 18, 1987
MICHAEL A. RADEMACHER
2303

DATE OF SIGNATURE: 5-12-14

EXPIRES: 12/31/2014



Scale: 1" = 100'

**REGISTERED
PROFESSIONAL
LAND SURVEYOR**

Michael A. Rademacher

**OREGON
JULY 16, 1887
MICHAEL A. RADEMACHER
2303**

DATE OF SIGNATURE: 5-12-14
EXPIRES: 12/31/2014

EXHIBIT "B"

7243 Exh3.dwg

COMPASS Land Surveyors
4107 SE International Way, Suite 705
Milwaukie, Oregon 97222 503-653-8093

LOCATED IN THE NE 1/4 OF THE NW 1/4 OF SECTION
4, T.2S., R.1E., W.M., CITY OF LAKE OSWEGO,
CLACKAMAS COUNTY, OREGON

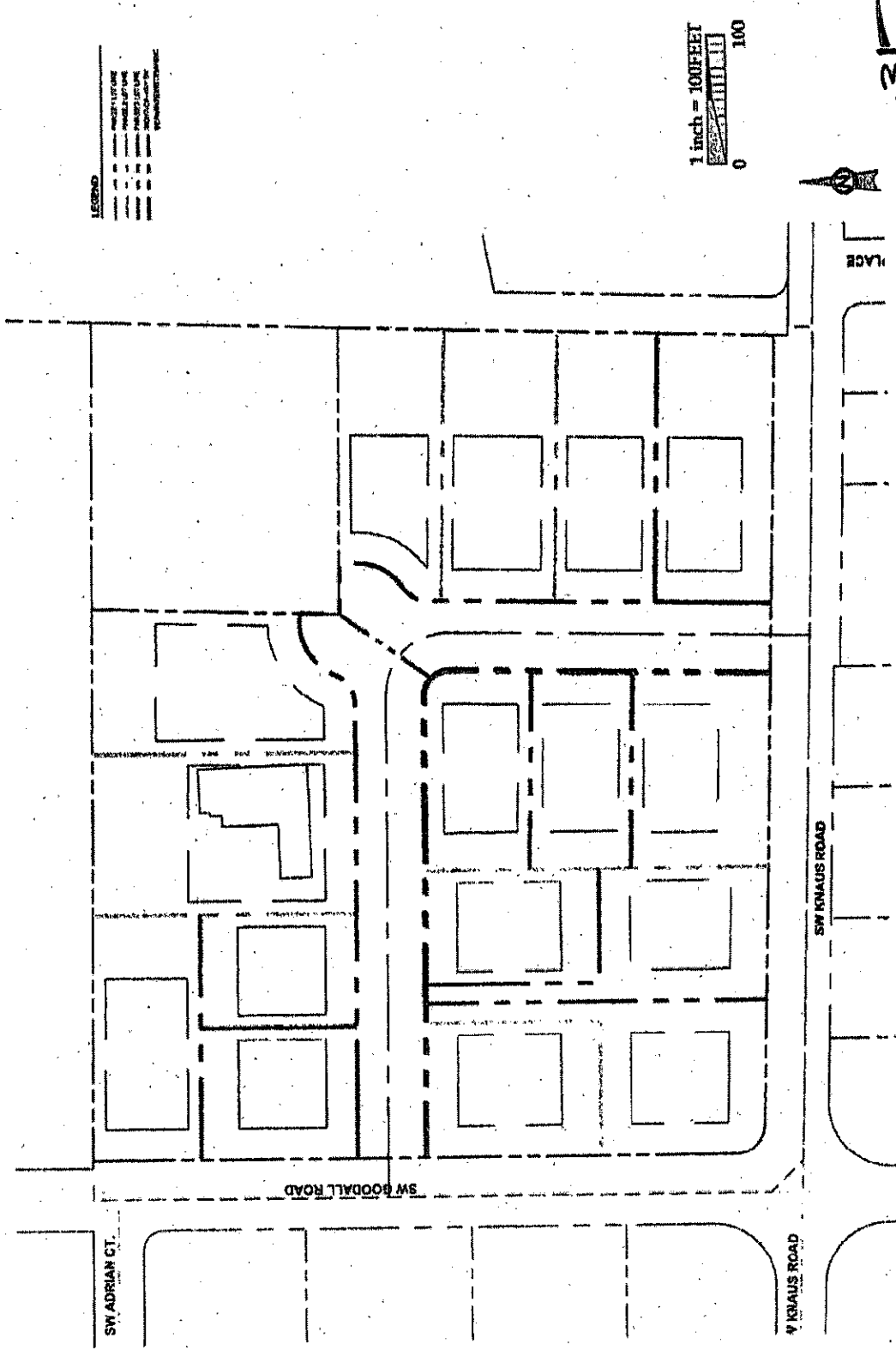


EXHIBIT E

The Highlands
Preliminary Phase Development Plan

APRIL 2014

1. The conditions for LU 14-0031 are as follows:

A. Prior to Approval of any Partition Application Subsequent to this Approval, the Applicant/Owner Shall:

Note: As provided for in the Development Agreement, building permits may be obtained to construct up to two single family dwellings per parcel (after the second (2014) partition is approved) prior to recordation of the third (2015) partition plat, as a means to facilitate construction in preparation for featuring the development as the 2015 Portland Homebuilder's Association "Street of Dreams," that will take place in the summer of 2015. However, the Development Agreement does not permit occupancy of any dwelling on these parcels until the 2015 partition plat is recorded and each dwelling is on its own lot.

1. Submit engineered construction plans for the public improvements along Goodall and Knaus Roads for review and approval by Clackamas County. The plans shall be designed to Clackamas County standards.
2. If prior to construction of the public improvements on Goodall and Knaus Roads, the design, maintenance and permitting authority for these roads have been transferred to the City of Lake Oswego, the applicant may request (as substantial conformance to the county requirements for street improvements) to construct to the City of Lake Oswego street standards, as provided below. In that event, the applicant shall submit construction drawings for the public and site improvements for review and approval by the City Engineer. Drawings shall conform to the City's most current design standards and the drafting specifications. Receiving construction plan approval is not a pre-requisite for recording the final plat. The plans shall include the following:
 - a. Design of the public street frontage improvements along Goodall and Knaus Roads showing the following elements:
 - i. Widen the pavement along the east side of Goodall Road and north side of Knaus Road along the entire site frontage to achieve a 14-foot wide shared travel lane (measured from the existing painted yellow centerline) and a minimum 3-foot wide, compacted crushed rock shoulder.
 - ii. An 8-foot wide drainage swale along the entire site frontage on Goodall and Knaus Roads. Storm water quality facilities can be incorporated into the swale design. [Note: maintenance for water quality facilities shall be the responsibility of the Homeowner's Association.]
 - iii. An 8-foot wide drainage swale along the site frontage on Goodall and Knaus Roads and a 6-foot wide asphalt pedestrian pathway behind the drainage swale along the site frontage on these roads. A culvert shall be provided at any pedestrian crossings where the pathway will connect back to the edge of road, at any driveway approaches and at the new public street intersections. The right-of-way shall be located a minimum of one foot away from the back of the pathway.

- iv. Undergrounding the existing overhead utilities along the entire site frontage along Goodall Road. If new franchise utilities are needed along the site frontage of Knaus Road, they shall be installed underground either in the right-of-way or within a 10-foot public utility easement (or less if accepted by the franchise utilities) along the frontage of the site.
3. Dedicate sufficient right-of-way to accommodate the above described future half-street improvements along Goodall and Knaus Roads, Condition A(2)(a). (Note: sufficient right-of-way dedication appears to have been provided per LU 13-0044. If it is determined in the final design of the street improvements that additional right-of-way is needed, the applicant shall dedicate sufficient right-of-way so that all public street frontage improvements are located entirely within the right-of-way to the satisfaction of the City Engineer).
4. Grant a 10- foot public utility easement (or less if acceptable to the franchise utility companies) along Goodall Road for undergrounding franchise utilities. If applicable (in the case of utilities located on private property), grant a 10-foot public utility easement (or less if acceptable to the franchise utility companies) along the site frontage of Knaus Road for undergrounding franchise utilities.
5. Submit engineered construction plans for the public utility improvements serving the development for review and approval by the City Engineer. Drawings shall conform to the road permitting authority's most current design standards and the drafting specifications. Receiving construction plan approval is not a pre-requisite for recording the final plat. The plans shall include the following:
 - a. Design to bring public sanitary sewer up Goodall Road to serve Lot 10 as shown on Exhibit E-4, approximately 475 feet north of Knaus Road, and also up the new internal street to serve Lots 9-14. Public sanitary sewers shall be located within the public right of way, and service laterals shall be provided directly to a lot, without crossing other lots with a private sewer easement.
 - b. Design to bring public sanitary sewer up Knaus Road and also up the new internal street to serve the remainder of the lots.
 - c. Design of an 8" public water main extension along Goodall Road up to the new internal street connection at Goodall Road, approximately 150 feet north of Knaus Road.
 - d. Design of an 8" public water main extension within the internal public street to loop the public system between Goodall and Knaus Roads.
 - e. Design of a public water main extension up Goodall Road from where the new internal street will connect to Goodall Road, to serve Lot 10 as shown on Exhibit E-4.
 - f. Design of public drainage facilities.
 - g. Design showing the location of the private water and sanitary services.

- h. Design showing new fire hydrants as required by the Fire Marshal. Fire hydrants shall be installed per City standards.
- i. Design showing the new street light at the intersection of Goodall and Knaus Roads, and the new intersections created by the internal street connecting to Goodall and Knaus Roads.
- j. Design of the new internal public street showing the following elements.
 - i. 55-feet of dedicated right-of-way.
 - ii. 26-foot roadway width (face-of-curb to face-of-curb).
 - iii. 5-foot concrete sidewalk on one side of the street, located at the back of the right-of-way. On the sidewalk side, the improvements behind the curb shall consist of a 3-foot level strip adjacent to the back of the curb, an 8-foot wide drainage swale/planter (or lawn where planters are not installed), a 1-foot wide level strip between the back of the swale/planter and sidewalk, a 5-foot sidewalk and a 1-foot level strip between the back of the walk and right-of-way line.
 - iv. On the non-sidewalk side of the street, the street shall be signed "no-parking." The improvements behind the curb shall consist of a 1-foot level strip adjacent to the back of the curb, an 8-foot wide drainage swale/planter (or lawn where planters are not installed), and a 1-foot wide level strip between the back of the swale/planter and right-of-way line.
 - v. Standard concrete curb and gutter on both sides of the street.
 - vi. Public 10-foot public utility easement (or less if acceptable to the franchise utility companies) along both sides of the right-of-way for undergrounding the franchise utilities.
 - vii. Eyebrow design to the satisfaction of the City Engineer.
 - viii. Street centerline profiles and grading design.
 - k. Adequate sight distance for the Knaus Road intersection with the new internal street can be achieved by removing vegetation within the AASHTO sight lines and constructed to allow the driver to be at the level of the roadway when positioned 15 feet back from the near side travel lane.
- 6. Submit a storm drainage report for all required storm improvements, prepared by a registered engineer, for review and approval of the City Engineer.
- 7. Submit for the Engineering staff review the Declaration of Covenant for Operation and Maintenance of Surface Water Management Facilities for the storm water facilities to be maintained by the Homeowner's Association (HOA). The facilities to be maintained by the

HOA shall include the detention facilities serving the development, and the water quality planters/swales along the internal street, and all swales and planters along Goodall and Knaus Roads.

8. Submit a "Notice of Development Restrictions" to be recorded with the final plat for both the 2014 and 2015 partition plats for review and approval by staff. Attached exhibits shall be no larger than 8 ½" x 11" and shall not contain lettering smaller than 10 point font. The Notice shall include the following information:
 - a. As provided for in the Development Agreement (LU 14-0021), all setbacks, height, maximum lot coverage and floor area on individual lots shall be limited to those required of the R-7.5 zone on May 7, 2014.
 - b. Private Open Space easements on all lots as shown in Exhibit "A", shall be planted and maintained per the approved Landscape Plan to provide a scenic and aesthetic appearance of the open space. **No fencing is permitted along the front or side property lines of all lots within the open space easements.** Trees may be removed only after they have been shown to be hazardous pursuant to LOC 55.02.042 (4) to life or property by a certified arborist, and after a tree removal permit (including the requirement for planting replacement trees) has been obtained from the City. Improvements in this area, which are in keeping with the above purpose, including public utilities and pedestrian pathways must be approved by the City of Lake Oswego. No buildings or structures shall be allowed in these areas.
 - c. Lots 3-6 and Lots 8-16 are solar lots, subject to the requirements of LOC 50.06.007.2.c (protection from future shade). Development of structures or planting of non-exempt vegetation on these lots shall comply with the Solar Balance Point provisions of the Solar Access Ordinance. These requirements shall be binding upon the applicant and subsequent purchasers of these lots.
 - d. Lots 3, 6, and 10 are subject to the requirements of LOC 50.06.007 [Protected Solar Building Line], as depicted on Exhibit "B". The Protected Solar Building Line, if located closer to a property line than a required yard setback, shall not supersede the required yard setback.
 - e. Based on the fact that Highland Loop is over 10% grade and the Fire Code states that access roads shall not exceed 10% grade; the Code allows 15% grade if residential fire sprinklers are installed in the future homes. The Building Official may allow an alternative to the minimum requirements of the One-and Two-Family Dwelling Specialty Code as authorized by ORS 455.610, which may include, but is not limited to, installation of an automatic fire sprinkler system,. The owners or owners' representative shall offer an approved alternate method for fire suppression, such as an NFPA 13-D residential fire sprinkler system, to the satisfaction of the Fire Marshal and Building Official.

9. Submit CC&Rs of the homeowners association for review and approval of City staff that address the following:
 - a. Operation and Maintenance of Surface Water Management Facilities for the storm water facilities to be maintained by the HOA, including annual inspection and maintenance. The facilities to be maintained by the HOA include the detention facilities serving the development, the water quality planters/swales along the internal street, and all swales and planters along Goodall and Knaus Roads.
 - b. The ownership, use and specific responsibilities for the maintenance of landscaping in the open space easements on all lots. Lot owners shall be prohibited from making any alteration in the landscaping of the open space easement on the owner's lot, except with written approval of the HOA and the City of Lake Oswego.
 - c. Upon transfer of the homeowners' association from the developer to the homeowners within the development, the City shall be notified of the name and address of a contact person for the HOA.
 - d. Upon election of new officers for the HOA, the City shall be notified of the new contact person.
 - e. The City's right to enforce the provisions of the CC&Rs required, above, including the right to recover all expenses of enforcement, the right to lien the lots to secure enforcement expenses, "non-waiver" of enforcement, non-amendment or rescission of the provisions of the CC&Rs required, above, and indemnification to the City for claims arising from the failure to properly design, locate, construct, or maintain the open space easements or storm water facilities.
10. Provide a written agreement between the applicant and a certified arborist demonstrating that the arborist will review the final site, utility, grading and landscape plans to assure long term survival of the protected trees, and that he/she will be present on site at any time excavation, trenching, grading, root pruning or other activity occurring within the tree protection zone, to ensure proper protection of all trees to remain.
11. Submit a final landscape plan that coincides with the Open Space Plan (Exhibit E-5) to the satisfaction of staff. Provide a note on the final landscape plan requiring all burlap or wire cages to be completely removed from root balls of all trees and shrubs before they are planted.
12. Submit a monitoring and maintenance plan to maintain and monitor the mitigation trees and plants in the open space easements.
13. Complete all public improvements or provide a financial guarantee to ensure their construction per LOC 50.07.003.9 or the applicable county requirements. The financial guarantee shall be based on an itemized engineer's estimate of the public improvements

that is in turn based on plans that are far enough advanced to support the estimate, to the satisfaction of the City Engineer.

14. Submit a preliminary title report or lot book report showing the status of title and any liens and encumbrances.
15. Complete the public notice and election requirements prescribed in Section 40 of the City Charter. The applicant/owner shall coordinate with City engineering staff to complete this process. A permit for road construction will not be issued until the Charter requirements have been met.
16. Record the CC&Rs, the Notice of Development Restrictions, the Landscape Monitoring and Maintenance Plan, and the Declaration of Covenant for Operation and Maintenance of Surface Water Management Facilities for the detention and storm water quality facilities serving the development.

B. Prior to the Issuance of any Grading or Building Permits to Construct any Structure on any Lot, (with the exception of permits which may be necessary for the renovation of the existing dwelling on Lot 9), the Applicant/Owner Shall:

1. Complete all public improvements as required by Conditions A(1) or A(2) and A(5) and A(6), above, and submit certified "as-built" drawings, and receive a certificate of completion and acceptance by the City.
2. Submit a storm water plan for each lot to provide water quality treatment for the runoff from the impervious surface areas. The water quality facilities shall be flow-through type and shall not be infiltration facilities. The minimum setback is five feet from property lines. The overflow from each facility shall be conveyed to an approved point of disposal. Service laterals for the overflow pipes shall be 6-inch diameter within the right-of-way with a 6-inch diameter clean-out located at the right-of-way line.
3. Per LOC Chapter 52, apply for and obtain an approved erosion prevention and sediment control permit issued through the City of Lake Oswego, and install and maintain all BMPs as indicated in the permit. These measures shall remain in place as indicated throughout the development period.
4. Provide post-construction storm water management facility protection for the storm water quality swales in order to protect the facilities during home construction.
5. Demonstrate that driveway approaches comply with the "vision clearance triangle" standards. No vegetation, fence, or signage higher than 30 inches will be allowed within the area formed by 10-foot legs extending from the intersection of the driveway and the street travel lanes.
6. Driveway approaches along Goodall and Knaus Roads shall be asphalt and limited to 16 feet wide, irrespective of the number of garage doors facing the street. Culverts meeting City standards shall be located across the driveway approaches.

The size of the culvert shall be engineered to the satisfaction of the City Engineer, but shall not be less than 10 inches in diameter.

7. Driveway approaches along the internal public street shall conform to the following criteria. The maximum width of a driveway approach, measured where the edges of the driveway meet the right-of-way, shall be governed as follows:
 - a. Single-family residential with garage door(s) facing the street: 12 feet per garage or carport stall, or surface parking space, but not to exceed 30 ft.
 - b. Single-family residential with side-loading garage: 24 feet
 - c. On corner lots where the adjacent streets are fully improved to their anticipated ultimate width, the nearest edge of the proposed driveway to the intersection shall be no closer than 30 feet when measured from the projected curb of the street that is most parallel to the alignment of the proposed driveway.
8. Provide evidence from a traffic engineer that the driveway approaches are located and designed so that the driver entering or exiting the driveway can see approaching traffic for a sufficient distance to make a safe entrance and exit. American Association of State Highway and Transportation Officials (AASHTO) standards shall be used in determining compliance with this standard.
9. Pay all applicable System Development Charges pertaining to the development.
10. Apply for and obtain a verification tree removal permit for the 27 non-invasive trees. The verification tree removal permit submittal shall include an 8½" x 11" copy of the tree removal plan and a mitigation plan showing 27 replacement trees (and associated vegetation).

C. Prior to any Final Building Inspection or Occupancy of any Structure on any Lot, the Applicant/Owner Shall:

1. Install all street trees and mitigation trees and landscaping in the open space easement on the lot as required by Condition A(11), above, to the satisfaction of staff.
2. Provide a one-year guarantee (one 12-month growing season from the date of installation) for all landscape materials, including mitigation planting, pursuant to LOC 50.06.010.2. The guarantee shall consist of a security in the amount of 5% of the total landscaping cost.
3. Provide certification from the engineer of record that the storm water facility for each lot was constructed according to the design and is functioning properly.
4. Complete all private utility services, including water, storm, sanitary and franchise utilities.

Code Requirements:

1. **Expiration of Development Permit:** The development approved by this decision shall expire within five years following the effective date of the Development Agreement approved by LU 14-0021.
2. **Tree Protection:** Submit a tree protection plan and application as required by LOC 55.08.020 and 55.08.030 for review and approval by staff, including off-site trees that are within the construction zone. The plan shall include:
 - a. The location of temporary tree protection fencing, consisting of a minimum 6-foot high cyclone fence secured by steel posts around the tree protection zone, or as recommended by the project arborist and approved by the City.
 - b. A note stating that no fill or compaction shall occur within the critical root zones of any of the trees, or that if fill or compaction is unavoidable, measures will be taken as recommended by a certified arborist to reduce or mitigate the impact of the fill or compaction. The note shall also inform contractors that the project arborist shall be on site and oversee all construction activities within the tree protection zone.
 - c. A note that clearly informs all site contractors about the necessity of preventing damage to the trees, including bark and root zone. The applicant and contractor(s) shall be subject to fines, penalties and mitigation for trees that are damaged or destroyed during construction.
 - d. A sign shall be attached to the tree protection fencing which states that inside the fencing is a tree protection zone, not to be disturbed unless prior written approval has been obtained from the City Manager and project arborist.

Notes:

1. Goodall and Knaus Roads along the site frontage are under the design, maintenance, and permitting authority of Clackamas County. As a condition of approval, the applicant is required to improve the street to County standards. If the road authority jurisdiction for these roads is transferred from Clackamas County to the City of Lake Oswego prior to construction of the street improvements, the applicant may request approval from the City Engineer to construct the street improvements in conformance with applicable city street standards. If approved by the City Engineer, that would be considered to be in substantial conformance with the condition of approval.
2. The land use approval for this project does not imply approval of a particular design, product, material, size, method of work, or layout of public infrastructure except where a condition of approval has been devised to control a particular design element or material.
3. Development plans review, permit approval, and inspections by the City of Lake Oswego Planning and Building Services Department are limited to compliance with the Lake Oswego Community Development Code, and related code provisions. The applicants are advised to review plans for compliance with applicable state and federal laws and regulations that could relate to the development, i.e., Americans with Disabilities Act, Endangered Species Act. Staff may advise the applicants of issues regarding state and federal laws that staff member believes would be helpful to

the applicants, but any such advice or comment is not a determination or interpretation of federal or state law or regulation.
